

LETTER OF INVITATION FOR TENDER



NewSpace India Limited

[A Government of India company under Department of Space]

Tender Reference No: **NSIL/25-26/01/Warehouse/01**

Date: 27 Feb 2026

Sub: Hiring of warehouse and other associated services within 100 km from Bengaluru & Chennai Airport for storage of raw materials, assemblies in various forms (Rings, Sheets, Plates, Rods, Tubes, and other structures of various compositions) for a period of 02 years

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

1. NSIL, hereby invites through this **Open Tender for Hiring of warehouse and other associated services within 100 km from Bengaluru & Chennai Airport for storage of raw materials, assemblies in various forms (Rings, Sheets, Plates, Rods, Tubes, and other structures of various compositions) for a period of 02 years.**
2. The Tender in response to this Tender is to be submitted electronically on CPPP portal in place of offers in 'Hard Copy under Sealed Envelope' as is being done conventionally. Tender Submission, Tender Closing and Opening activities will be done electronically and online. No oral, email, telephone, telegraphic Tenders or Tenders submitted in hard copies/physical form will be entertained.
3. The address and contact numbers for sending Bid or seeking clarifications, if any, regarding this Tender are given below:

(a)	Bid/ Queries are to be addressed to	Manager, Commercial
(b)	Name/Designation of the contact person	Manager, Commercial
(c)	Telephone number of the contact person	080-2828 2003
(d)	E-mail ID of contact person	E-mail: purchase@nsilindia.co.in etenders@nsilindia.co.in

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

S. No.	Activity	Schedule
a)	Document reference No	NSIL/25-26/01/Warehouse/01
b)	TENDER issue date	Refer CPPP (etenders.gov.in)
c)	Last Date for Receipt of Clarification	
d)	Submission of Bid*	

* No extension of Date will be entertained.

6. Bank Details for paying EMD:

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

-Sd-
Purchase Division

NEWSPACE INDIA LIMITED (NSIL), BENGALURU

TENDER SPECIFICATION

Sub: Hiring of warehouse and other associated services for storage of raw materials, assemblies in various forms (Rings, Sheets, Plates, Rods, Tubes, Fasteners, O-rings and other structures of various compositions in controlled environment) for a period of 02 years

1. Background

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

2. Scope of Work:

1. The scope of work under this contract shall consist of "Hiring of warehouse and other associated services for storage of raw materials, assemblies in various forms (Rings, Sheets, Plates, Rods, Tubes, Fasteners, O-rings and other structures of various compositions in controlled environment) for a period of 02 years".
2. To provide a covered warehouse with a carpet area of 10000 sq. ft (with minimum 5000 Sq.ft as controlled environment) within 100 km from Bengaluru & Chennai Airport for a period of 02 (Two) years services with a provision for extension for one more year. Area for controlled environment may increase as per requirement. The warehouse should be rain / waterproof with cemented / lantered roof and with cemented robust cemented floor to take load of heavy items / packages weighing up to 10 tones. The warehouse should be properly illuminated and ventilated. Warehouse should have electrical points, light and pedestal fans etc.
3. The warehouse should have minimum clear height of 30 feet and entrance of minimum 17 feet width and 20 feet height so that the large assemblies / packages / components can be taken inside easily and stacked. Tenderer should indicate in the offer the clear height & entrance of the warehouse.

4. Maintain **humidity-controlled environment (for 5000 Sq. ft)**:

- i. Relative humidity \leq 50%
 - ii. Temperature between 25–35°C
 - iii. Use of dehumidifiers or silica gel if required
 - iv. Data logger shall be maintained for logging the humidity and temperature data. The data to be shared twice in a month. The logged data should be available with the bidder and the bidder should be able to retrieve and provide the data whenever requested by NSIL.
5. NSIL would also require a dedicated man power with 6 days working in a week with 9 Hrs to 6 Hrs presences in the warehouse and the person should report to the NSIL focal point for warehousing activity to be employed by the vendor.
6. The vendor should be able to assist NSIL in registering GST for ware house business activity.
7. Vendor should provide a software (ERP) along with its access for accounting and monitoring the material movement in the warehouse. The warehouse should have adequate facilities to carryout day to day warehouse work but shall not be limited to the following:
- a) Facilities for strapping, packing and repackaging of items should be available in house along with facilities to weigh the items / packages. To arrange repairs and repackaging of the damaged boxes. The repackaging to be following as done for new boxes.
 - b) The party shall ensure proper tracking of lot/repackaged items with batch number and QC certification and other details as prescribed by NSIL
 - c) Party must adopt industry best practices for storage handling and retrieval of Fasteners, O-rings, rods, sheets, plates and any other materials.
 - d) The applicant should have or create rack system for the storage of fasteners, O-rings, plates, sheets at their own cost.
 - e) Fasteners, O-rings should preferably stored in appropriate bins
 - f) Loading / unloading the goods / packages, to receive material at warehouse, manual handling equipment to load / unload, transfer & stack the goods. Any other facility available in warehouse, which will improve the efficiency, quality or will result in any type of savings, should be indicated in offer.

- g) All Risk Insurance cover of goods warehoused must be taken by the warehouse contractor. Insurance cover for INR 50 crore value of NSIL material. Insurance certificate must be produced after awarding of the contract within 15 days. Warehouse contractor will be totally responsible for any damage due to fire, theft or not proper storage during the contract period. The contractor will be advised by NSIL, annually, for increasing / decreasing the insurance cover (beyond the mandatory 50 crore rupee value), depending on the value of NSIL material stored in the warehouse, with the actual costs being chargeable to NSIL based on these rates.
- h) The warehouse contractor should follow the guidelines for storage of any materials provided by NSIL
- i) To arrange labelling, stencilling and marking on packages as guided by NSIL (Depends upon our requirement). The material should be provided by warehousing company. However, NSIL will provide labels in soft copy.
- j) To transfer and stack the goods / country / project wise and systematic in such a way that the boxes are easily identifiable and label / marking is clearly visible.
- k) The availability of cutting facilities like water jet cutting, band saw cutting will be preferred

OTHER TERMS & CONDITIONS:

1. The offered warehouse should be suitably connected with cemented / paved road and approachable by trucks / trailers up to the entrance of warehouse offered. The warehouse should be clean and free from termite, insects, rodents etc. so that there is no damage to goods. The cleaning of the warehouse including Anti pest treatment for the termite, insects, rodents etc. should be carried out regularly. The record for which should be submitted to NSIL immediately after NSIL acquires the warehouse and there after regularly.
2. The warehouse space should be exclusively earmarked for NSIL, separately. The warehouse should be adequately protected against fire and have adequate firefighting equipment, security against theft and pilferage etc. The facilities available should be clearly indicated in the offer.

The warehouse should have adequate facilities to carryout day to day warehouse work but shall not be limited to the following:

- i. Labour force for loading / unloading the goods / packages to be made available at short notice of 2 hours duration. In case of failure to do so will attract a penalty of 1% per occasion of the monthly rent of the warehouse subject to maximum of 10%.
- ii. Manual handling equipment to load / unload, transfer & stack the goods, weighing up to 200 kgs in weight and up to 1 Cubic meter (CBM) should be readily available at warehouse for loading / unloading, transfer & stack the goods.
- iii. Arrangements for providing material handling equipment for unloading / loading heavier packages up to 10 tonnes at short notice of 3 hours, so that there is no detention to the trucks / trailers. In case of failure to do so will attract a penalty of 2% per occasion of monthly rent of warehouse subject to maximum of 10%.
- iv. Facilities to weigh the items / packages up to 500 kgs should be available in-house. The weighing machine and weights should be got calibrated by weight and measure department regularly. Facilities available should be clearly indicated in offer. Certificate of last calibration should be available at the Warehouse.
- v. To receive material at warehouse on all seven days of week between 9:00 hrs. to 17:00 hrs. To arrange speedy and safe unloading so that there is no damage to the goods as well as no detention to trucks / trailers. Any detention due to fault / negligence of warehousing company shall be to their account and such charges shall be recovered from the payment to be made to warehouse against monthly bills.
- vi. Office facilities like telephone, FAX, Computer data recording system, Cupboard etc. To carry out day to day work at warehouse. The facility that will be made available should be indicated in the offer. Warehouse handling / caretaker must be literate staff with knowledge of computer is an essential requirement.
- vii. CCTV coverage for the entire rented storage should be made available with the retrieval period of six months.
- viii. Provision to be made for access control system for entry and exit to the NSIL identified warehouse area

- ix. To transfer and stack the goods / country / project wise and systematic in such a way that the boxes are easily identifiable and label / marking is clearly visible.
- x. To maintain proper record of incoming and outgoing material / packages. A separate ledger to be maintained exclusively for NSIL and made available to representative of NSIL. Also to keep documents safely and to hand over the same to NSIL within 2 days of receipt. Computerized statement of the details handled each week must reach NSIL Office Every Monday on email in NSIL given format.
- xi. To inform NSIL on telephone as well as in writing the conditions of the boxes / packages / material received in damaged condition. The endorsement in this regard to be made both on the consignment note / lorry receipt / other documents being handed over to truck driver and to NSIL. Condition of the arrival report of the material received must also be recorded in the Ledger maintained by the Warehouse Staff.
- xii. To arrange repairs and repackaging of the damaged boxes. The repackaging to be following as done for new boxes. The old material should be used to the extent possible. The packaging should be done within 02 days otherwise a penalty of 2% per occasion of monthly rent of warehouse subject to maximum of 10% shall be levied.
- xiii. To arrange new packaging for badly damaged boxes and material received in unpacked conditions or wrapped in gunny bags. The packaging / repackaging should be done properly to be made durable for transit by rail / road / sea / air. The material should be packed properly so as to ensure their being free from loss or damage on arrival at destination.
- xiv. The packaging / repackaging shall be done in sufficiently durable material considering the fact that stores will have to undergo arduous transportation including sea voyage before reaching the destination. In some situations, they have to be stored and handled in tropical climatic conditions including monsoon exposure before they are put to actual use. The seaworthy packing to be done as per procedure given hereafter:
- xv. Apply anti corrosion treatment if required.
- xvi. Apply grease paper/oil paper soft brown paper/polythene-film/polythene bags as required to get packaging.

- xvii. Necessary tags, codified marking labels etc. are to be put on each item or lot of items and also provide seaworthy packing list in each carton/box.
- xviii. Wrapping in bubble plastic for shock proofing to avoid contact between the part surfaces and thus avoiding scratching. Thermocol also would be used, wherever required.
- xix. Any other work considered essential for warehousing activities to be done at reasonable time. No additional charges will be payable.
- xx. No material other than NSIL material should be kept in NSIL occupied area of Warehouse.
- xxi. The warehouse should be on the name of the Bidder or the Bidder have a lease contract with warehouse owner. In case warehouse land is owned by other entity/person the warehouse contractor should produce NOC from the owner for the storage of NSIL material. The warehouse contractor should have valid lease contract with land owner for a minimum period of five years.
- xxii. If the vendor fails to perform the warehousing activity as per the tender terms within the contract period, NSIL will have right to hire the same from any other available source at the risk and cost of the vendor. Wherever risk purchase clause is enforced, the vendor is liable to pay the additional amount, if any, spent by NSIL as against the value of the purchase order/contract in addition to NSIL right to avail other remedy available at its discretion.

2.1. General Terms

- a. GSTIN Rate and HSN Code: Vendors registered under GST shall mention their GSTIN applicable rate and HSN code wherever necessary as per GST Law.
- b. **Earnest Money Deposit (EMD)** - EMD of shall be made through Bank Guarantee in favour of "NewSpace India Limited."
 - For Unsuccessful bidders: The EMD of all unsuccessful eligible bidders would be refunded without interest by Authority on finalization of the bid in all respects by the successful bidder (Selected Party). This would normally happen within 6 months from the date specified for receipt of response to this TENDER.

- 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.
- In case bid is submitted without the EMD then Authority reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
- 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 as specified in this TENDER and as extended by mutual consent of the respective Bidder (s) and the Authority
 - b) In case of a successful bidder, if the Selected Party fails to sign the contract in accordance with this TENDER or furnish the Performance Security within the period prescribed thereof in the Agreement
 - c) If the Financial Bid is found to be qualified or conditional
 - d) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in the TENDER.
 - e) If the Bidder is otherwise in breach of the terms of this document.
- c. **Security Deposit (SD):** SD will be applicable if the Purchase Order value is above Rs 5 lakhs. SD at the rate of **3 per cent of order value** to be submitted in the form of Bank Guarantee valid till successful completion of PO or Contract if awarded
- d. **Payment Terms:** Our standard payment term is 100 per cent within 45 days (on arrear basis) of receipt and acceptance of the bills/invoices on monthly basis for monthly warehouse charge, loading/unloading charges and palletization/de-palletization charges. All registered MSME vendors are requested to provide their Registration and Ownership details.
- e. **Delivery Period –** Within 30 days from date of issue of Purchase order.
- f. Vendors may please note that MSMEs are not exempted from the submission of Security Deposit.
- g. Vendors shall provide the name address email ID and contact number of authorised officials in order to contact in case of need.

- h. If any vendor submits forged or false documents along with their bids, the offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future Tenders.
- i. Tenders are not transferable and in case any vendor is not interested or able to submit their Tenders such vendors may send their regret letter.
- j. Copy of latest filed tax returns
- k. Details of registration Number, PAN Card, GST, TIN, NSIC, MSME registration etc.
- l. The address of registered site works / workshop / etc.
- m. PO will be placed on technically and commercially suitable lowest offer basis and NSIL reserves the right to split the order on L1 basis.
- n. NSIL has the right to cancel the Tender without assigning any reason thereof.
- o. If a vendor is not able to submit bid against this Tender due to any reason, such vendor is requested to post their REGRET email to purchase@nsilindia.co.in , etenders@nsilindia.co.in .

Note: All necessary documentation in support of the above to be furnished.

3. Guidelines for Tender submission

Bid submission process is explained hereunder:

3.1. Submission of Tender Proposal

- **It is a Two-Part Bid.**
- The interested Bidders may fill up the details in the application forms attached as **Annexure – 1 to 5 & Appendix-C.**
- All pages of the Proposal being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.
- Un-signed & un-stamped Proposal shall not be accepted.
- Proposal NOT submitted as per the specified format will be out-rightly rejected.
- The interested bidders may submit their Proposal online on or before the deadline for submission of Tender.
- Any Proposal received by NSIL after the prescribed deadline for submission of Proposal will be summarily rejected. NSIL shall not be responsible for any postal delay or non-receipt / non-delivery of the documents.
- Any deviation from the Tender specifications & terms and conditions will not be accepted.
- After the completion of the selection process, the selected Bidder will be informed.
- The Bidder should submit the filled-up Tender applications forms (**Annexure 1-5**) along with necessary documents electronically in **.pdf** format.
- Commercial Bids of only Technically qualified bidder will be opened for further evaluation.

4. Minimum Eligibility Criteria

4.1. General

- a. Certificate of Incorporation, Copies of Memorandum of Articles of Association, Bye laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) should be submitted.
- b. The bidder should be registered with the Central/ State Tax department and carry a valid PAN. Copy of PAN, GST details should be submitted.
- c. The bidder hasn't been blacklisted by central/ state Government institution.
- d. The bidder should be in warehousing business for a minimum period of 10 Years.

- e. The Applicant must have a minimum of 3 years' experience within the past 7 years in managing, warehousing and inventory operations with demonstrated capability in end-to-end execution at scale. The Applicant should have experience in operating and managing warehouse infrastructure greater than 40,000 sft. distributed across multiple locations in India.
- f. The applicant must have experience in handling and warehousing aerospace grade materials like fasteners, O-rings, plates, sheets and forgings
- g. The applicant should also have managed warehousing in controlled environment similar to our requirement.
- h. The bidder should have average annual turnover/revenue of minimum INR 15 Crores during the last three financial years i.e. 2022-23, 2023-24 & 2024-25 i.e. gross turnover of INR 15 crores in last 3 financial years stated above. Certified copies of financial statement to be submitted along with certificate of turnover from statutory auditor.
- i. Turnover in each of the immediately preceding three (03) financial years should be equal to or more than the estimated average annual contract value
- j. Net worth of the company must be positive consecutively for the last 3 completed financial years' up to 01.12.2026 duly certified by the statutory auditor.
- k. Liquidity ratio shall not be less than 1.00 in each of the preceding two (02) financial years
- l. The applicant must have an office established anywhere in Bengaluru/Chennai and shall be able to provide services to NSIL on PAN India Basis.
- m. Hold valid GST registration and PAN at the time of submission of RFP.

5. Evaluation Criteria and Selection Process

The applicant meeting the minimum eligibility criteria will be evaluated on the following evaluation parameter.

S. No.	PARAMETERS	POINTS (MAXIMUM)	DOCUMENTS REQUIRED
A	Relevant experience in warehousing and inventory management operation a. 03 to 05 years: 3 points	10	CA certified document to be provided

	<p>b. 06 to 10 years: 6 points c. 11 to 15 years: 8 points d. Above 15 years: 10 points</p>		
B	<p>Experience in warehousing and inventory management for aerospace grade materials</p> <p>a. 03 to 05 years: 6 points b. 06 to 10 years: 12 points c. 11 to 15 years: 18 points d. Above 15 years: 20 points</p>	20	CA certified document to be provided
C	<p>Availability of rack and bin system</p> <p>a. Rack system: 5 points b. Bin System: 5 points</p>	10	Photo & Documentary proof
C	<p>Experience in warehousing and inventory management in controlled environment for aerospace grade</p> <p>c. 03 to 05 years: 6 points d. 06 to 10 years: 12 points e. 11 to 15 years: 18 points f. Above 15 years: 20 points</p>	20	CA certified document to be provided
d	<p>No. of clients in India in last three years for warehousing and inventory management services.</p> <p>a. 02 to 05 Clients: 3 points b. 06 to 10 Clients: 6 points c. 11 to 15 Clients: 8 points d. Above 15 clients: 10 points</p>	10	CA certified document with names of clients and materials handled to be provided
e	<p>No. of clients in India in last three years for providing aerospace materials, warehousing and inventory management services.</p> <p>a. 02 to 05 Clients: 6 points b. 06 to 10 Clients: 12 points c. 11 to 15 Clients: 16 points d. Above 15 clients: 20 points</p>	20	CA certified document with names of clients and materials handled to be provided
f	<p>Provide the list of cutting facility available at the bidder's proposed warehousing location</p>	5	CA certified document to be provided

g	<p>Average annual turnover from warehousing and inventory management operations</p> <p>a. less than 0.5 Cr : 3 Points b. between 0.5 Cr to 2 Cr : 5 points c. more than 2 Cr : 10 points</p>	10	CA certificate supported by financial statements.
	TOTAL MARKS	100	

Note: Bidders with score 70 and above will be considered technically qualified for the evaluation of commercial offer of the bidder.

5.1. Opening of Bids

- a. There will be two bid-opening events
 - i. **Technical bid opening**
 - ii. **Financial bid opening**
- b. The pre bid meeting shall be conducted based on the responses from the bidders between 10 to 15 days from the date of release of tender
- c. The venue, date and time for opening the technical bid will be indicated in GEM portal.
- d. The Financial Bids of only those Eligible Bidder will be opened who are found to be technically qualified as per the TENDER criteria.

5.2. Preliminary Examination of Bids and Responsiveness Test

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

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

5.3. Clarification on Bids

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

5.4. Evaluation Process

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

5.4.1. Stage 1: Technical Evaluation

- a. Authority/ TEC shall validate the constituents of the Technical Bid

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

5.4.2. Stage 2: Financial bid Evaluation

- a. All the technically qualified bidders will be notified.
- b. The financial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.

5.4.3. Financial Bid Evaluation Framework

- a. The bids received from the Technically Qualified Bidders shall be ranked in ascending order of the quote (Commercial Financial Bid)
- b. The technically qualified bidder quoting the Lowest (Lumpsum) Quote (monthly charge) for 10000 Sq. ft (5000 Sq. ft in controlled environment & 5000 Sq. ft in normal environment) shall be deemed the "Selected Party" (L1 Bidder). For L1 bidder the lowest quote including monthly warehouse charge, loading/unloading charges and palletization/de-palletization charges will be considered. However, bidders have to submit Rate Chart for Deliverables (on need basis) as mentioned in Annexure 1 of Appendix C.
- c. Financial Proposal should not have any conditionality attached or deviations from the Price Quote format as indicated in the Bid document. Bids with conditions attached may be treated as non-responsive and liable for rejection at the discretion of the Authority.
- d. The Authority reserves the right to examine price in the Financial Bid to verify the feasibility of the programme. In case the price is substantially less or more than the market price/ Authority's purchasing price or any other malpractices are observed in the price bid, NSIL reserves the right to disqualify the Bidder

5.5. 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 assignment/Contract.

5.6. Arbitration

Differences and disputes, if any arising between NSIL and the bidder at the time of execution of the assignment shall be settled mutually. Unsettled disputes, if any, shall be referred to a single / sole arbitrator to be appointed by Chairman-cum-Managing Director, NSIL, whose decision shall be binding on both the parties. The arbitration proceedings shall be governed by Indian Arbitration & Conciliation Act 1996 and the rules thereunder or any statutory modifications thereof for the time being in force. The venue of the arbitration shall be Bengaluru. The expenses of the arbitration shall be equally shared or shall be as per the decision of the Arbitrator.

5.7. Earnest Money Deposit (EMD):

- a. EMD of Rs. 10,80,000 /- (Rupees Ten Lakhs Eighty Thousand Only) shall be made through Bank Guarantee in favour of “NewSpace India Limited.” towards bidder participation for this RFP.
- b. No exemption for submitting the EMD will be given to any private organisation/ NGE (MSME related guidelines will apply).
- c. 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.
- d. For the Selected Party: The EMD of the Selected Party would be returned without interest upon submission of Performance Bank Guarantee by the Selected Party.
- e. In case bid is submitted without the EMD then NSIL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
- f. The EMD may be forfeited in any of the following circumstances: 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.

- (a) 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.
- (b) If the Financial Bid is found to be qualified or conditional.
- (c) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in the RFP. If the Bidder is otherwise found in breach of the terms of this document.

Confidentiality

- a. The selected bidder and their personnel shall not, either during the term or after expiration of this work order, disclose any proprietary or confidential information relating to the services, contract or business or operations of NSIL or its customer without the prior written consent of NSIL. Any violation of this clause will result in disqualification of the bidder and may result in not only rejection of the bid/ withdrawal of contract but also in penalization by NSIL including black listing of the Bidder apart from compensation for loss.
- b. The Bidder shall NOT disclose the content of the Tender or details in part or in full or any provisions thereof to any persons other than those employed / engaged by the bidder in the performance of the contract. Any violation of this clause will result in disqualification of the bidder and may result in not only rejection of the bid/ withdrawal of contract but also in penalization by NSIL including black listing of the Bidder.

5.8. Annexures and Appendix

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

- Appendix-A: Bill of Quantity
- Appendix-B: Technical terms & conditions
 - Annexure-1: Covering Letter
 - Annexure-2: Check list
 - Annexure-3: Undertaking Form
 - Annexure-4: No Deviation Certificate
 - Annexure-5: Integrity Pact
- Appendix-C: Commercial terms & conditions

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

Appendix-A: Bill of Quantity

Sub: Hiring of warehouse and other associated services within 100 km from Bengaluru & Chennai Airport for storage of raw materials, assemblies in various forms (Rings, Sheets, Plates, Rods, Tubes, and other structures of various compositions) for a period of 02 years

Sl.No.	Item Description	Quantity	Units
1	All-inclusive warehouse rent charges per month for 5000 Sq. ft covered carpet area in controlled environment all-inclusive of insurance, security, electricity, water, housekeeping, office and other facilities like manpower, ERP, weighment, overheads and consumables etc., municipal or any other taxes. (Charges to all / any agency will be made directly by warehousing Company) with rack system.	1	Per Month
2	All-inclusive warehouse rent charges per month for 5000 Sq. ft covered carpet area in normal room temperature all-inclusive of insurance, security, electricity, water, housekeeping, office and other facilities like manpower, ERP, weighment, overheads and consumables etc., municipal or any other taxes. (Charges to all / any agency will be made directly by warehousing Company)	1	Per Month
3	Loading/Unloading charges per CBM (consider *50 times a month) - * 50 times is only indicative for estimating L1 bidder. However, Loading/Unloading charges shall be at actuals	50	Per CBM
4	Palletization/Depalletization per CBM (consider *50 times a month) *50 times is only indicative for estimating L1 bidder. However, Palletization/Depalletization charges shall be at actuals.	50	Per CBM
5	All-inclusive warehouse rent charges per month for extra warehousing space in multiple of 500 Sq. ft covered carpet area inclusive of security, electricity, water, cleaning, office and other facilities. (Charges to all / any agency will be made directly by warehousing Company)	1	Per Month

GST Charges: Please mention the percentage of GST

Delivery Address: Within 100 Km from Bengaluru and Chennai Airport

Delivery Period: 30 days from the date of PO.

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

Prices quoted should be firm and fixed till the final delivery.

Annexure 1: Covering Letter

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

To

Manager (Commercial)
NewSpace India Limited (NSIL)
ISRO HQ Campus
New BEL Road
Bengaluru- 560 094
Ph: 080-2828 2003
E-mail: purcahse@nsilindia.co.in / tenders@nsilindia.co.in

Subject: Hiring of warehouse and other associated services near 100 km from Bengaluru & Chennai Airport for storage of raw materials, assemblies in various forms (Rings, Sheets, Plates, Rods, Tubes, and other structures of various compositions for a period of 02 years)

1. Having examined the Tender document and annexures 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 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.
3. 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.
4. 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.
5. 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.

Date:

Signature:

Name

Place:

Designation

Annexure-2: Check-list

Subject: Hiring of warehouse and other associated services within 100 km from Bengaluru & Chennai Airport for storage of raw materials, assemblies in various forms (Rings, Sheets, Plates, Rods, Tubes, and other structures of various compositions for a period of 02 years)

Check List for Relevant Documents to be submitted

S. No.	Document	Attached (Yes/No)
01	Copy of Audited Last Three-year Balance sheet (FY2021-22, 2022-23, 2023-24)	
02	Enclose copy of Bidder registration details with date of incorporation.	
03	Copy of Memorandum and Articles of Association / Partnership Deeds	
04	Copy of PAN/ TAN/ TIN/ GST Registration No	
05	Address of registered Site Works/ Workshop etc.,	
06	Copy of Latest filed tax returns	
07	The bidder should be in warehousing business for a minimum period of 10 Years. Proof of the same has to be attached.	
08	The bidder should have experience in providing warehousing services to: a) at least 1 client with project value of INR 2.88 Cr; or b) at least 2 different clients with project value of INR 1.8 Cr; or c) at least 3 different clients with project value of INR 1.44 Cr. Proof of the same has to be attached	
09	The Average Annual Financial Turnover of the bidder during last three financial years (i.e. FY 2021-22, 2022-23 & 2023-24) should be equal to or more than INR 1 Cr. Further, the Net Worth of the Bidder should be positive in the Financial Year 2023-24.	

	Audited balance sheets and P&L statements (CA certified) to be attached.	
10	The warehouse should be located within 100 km from Bengaluru & Chennai Airport. Declaration to be submitted along with GST certificates.	
11	Applicant should also have managed warehousing in controlled environment similar to our requirement.	
12	No deviation to term terms and condition (Annexure- 4)	
13	ISO 9001:2015 Certification and other certifications, if any. Copy to be enclosed.	
14	Signed and scanned copy of complete Tender document	

Signature of authorized representative
With Office Seal

Date: -----

Annexure-3: Undertaking Form

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

To

Manager (Commercial)
NewSpace India Limited (NSIL)
ISRO HQ Campus
New BEL Road
Bengaluru-560 094
Ph: 080-2828 2003
E-mail: purcahse@nsilindia.co.in / tenders@nsilindia.co.in

Dear Sir,

Subject: Hiring of warehouse and other associated services within 100 km from Bengaluru & Chennai Airport for storage of raw materials, assemblies in various forms (Rings, Sheets, Plates, Rods, Tubes, and other structures of various compositions for a period of 02 years

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.

Signature:

Date:

Name

Place:

Designation

Official stamp

Annexure-4: No Deviation Certificate

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

To

Manager (Commercial)
NewSpace India Limited (NSIL)
ISRO HQ Campus
New BEL Road
Bengaluru-560 094
Ph: 080-2828 2003
E-mail: purcahse@nsilindia.co.in / tenders@nsilindia.co.in

Dear Sir,

Subject: Hiring of warehouse and other associated services within 100 km from Bengaluru & Chennai Airport for storage of raw materials, assemblies in various forms (Rings, Sheets, Plates, Rods, Tubes, and other structures of various compositions for a period of 02 years)

I / We hereby declare that our Firm/ Company fully accept the terms and condition of the subject Tender document and there are no deviations to the Tender document in our bid response.

Date:
Place:

Signature:
Name
Designation
Official stamp

Annexure-5- Integrity Pact

INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid for Tenders having a value of Rs. ____ or more (for Administration department) and Rs. ____ or more (IT department).

(_____ Name of the Department / Office)
Tender No. _____ for _____)

This pre-bid pre-contract Integrity Pact Agreement (hereinafter called “**Integrity Pact**” or “**IP**”) is made on this day of _____ bid submission,

BY AND BETWEEN

NewSpace India Limited (“NSIL”), a company incorporated under the Companies Act, 2013, bearing CIN U74999KA2019GOI122175, a Central Public Sector Enterprise (“CPSE”) under administrative control of the Department of Space (“DOS”), Government of India, represented by its authorized representative, having its Registered office at ISRO HQ Campus, New BEL Road, Bangalore, 560 094, India (hereinafter referred to as “**NSIL/ BUYER or PRINCIPAL**” which expression shall wherever the context so requires or admits, mean and include its successors-in-interest, administrative constituents, assigns, nominees, etc.) of the First Part

AND

_____, a Private Limited Company incorporated under Companies Act 1956 & 2013 bearing CIN-_____, duly represented by its Director, (hereinafter called the “**BIDDER/Seller/ Contractor**” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

ARTICLE 1: PREAMBLE

WHEREAS the BUYER proposes to procure(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and **WHEREAS** the BIDDER is a private company /public company/Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

WHEREAS the _____ values and takes primary responsibility for full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its BUYER.

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 BUYER to obtain the desired said stores/equipment 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 BIDDERS 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 BUYER 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:

ARTICLE 2: COMMITMENTS OF THE PRINCIPAL/ BUYER

2.1 The PRINCIPAL commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No Employee of the PRINCIPAL, personally or through family members, will in connection with the tender for or the execution of contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The PRINCIPAL will, during the tender process treat all Bidder(s) with equity and reason. The PRINCIPAL will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. PRINCIPAL will exclude from the process all known prejudiced persons.

2.2 If the PRINCIPAL obtains information on the conduct of any of its employees which is a criminal offence under the BNS / PC Act, or if there be a substantive suspicion in this regard, the PRINCIPAL will inform Chief Vigilance Officer and in addition can initiate disciplinary actions.

ARTICLE 3: COMMITMENTS OF BIDDER(S) / CONTRACTOR(S)

3.1. The Bidder(s) / Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, 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: -

- (i) The Bidder(s) / Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial

benefit or other advantage, commission, fees, brokerage or inducement to any official of the NSIL or its Affiliates, 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 Signing of Contract.

- (ii) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the PRINCIPAL's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (iii) The Bidder(s)/Contractor(s) will not with other bidders info 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 other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- (iv) The Bidder(s) / Contractor(s) will not commit any offence under the relevant BNS / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (v) The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (vii) The Bidder(s) / Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NSIL 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 for bearing to show favour or disfavour to any person in relation to the Contract.
- (viii) Bidder(s) / Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this Contract.
- (ix) The Bidder(s) / Contractor(s) further confirms and declares to the NSIL that the Bidder(s) / Contractor(s) is the legal owner of the proposed Asset and

has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the NSIL or any of its functionaries, whether officially 'or unofficially to the award of the contract to the Bidder(s) / Contractor(s), nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- (x) The Bidder(s) / Contractor(s), either while 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 NSIL 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.
- (xi) The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the NSIL's employees involved in the execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the execution of the Contract.
- (xii) The Bidder(s) / Contractor(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time. Further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the NSIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.2. Adoption of IP by third parties

The Bidder(s) / Contractor(s) shall ensure compliance of the provisions of this IP by its sub-Contractor(s), if any. In this regard Bidder(s) / Contractor(s) shall ensure for entering into a similar Integrity pact arrangement with their respective sub-Contractor(s) before entering into any specific sub-Contractual arrangement, in connection with execution of main Contract with NSIL. The content of Integrity Pact can be decided by Bidder(s) / Contractor(s), which shall be in similar lines of this main Integrity Pact. The signed Integrity Pact needs to be retained by the Bidder(s) / Contractor(s) and shall be submitted to NSIL, upon seeking such information. Further, the Bidder(s) / Contractor(s) shall be held responsible for any violation/breach of the provisions by its sub-Contractor(s), vendors or Partners.

3.3. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences

ARTICLE 4: DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS.

If the Bidder(s) / Contractor(s), before contract award, has committed a transgression through violation of **Article 2** or in any other form such as to put his reliability or credibility as Bidder into question, the PRINCIPAL is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed for such reason.

4.1 If the Bidder/Contractor/Supplier has committed a transgression through a violation of Article 2 such as to put his reliability or credibility into question, the PRINCIPAL is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months to maximum of 3 years.

4.2A transgression is considered to have occurred if the PRINCIPAL, after due consideration of available fact and evidences within his / her knowledge concludes that there is reasonable ground to suspect violation of any commitment listed under Article 2 i.e. "Commitments of Bidder(s) / Contractor(s)

4.3The bidder accepts and undertakes to respect and uphold the PRINCIPAL's absolute right to resort to impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

4.4 If the bidder / contractor / supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the PRINCIPAL may revoke the exclusion prematurely.

ARTICLE 5: COMPENSATION FOR DAMAGES

5.1 If the PRINCIPAL has disqualified the Bidder(s) from the tender process prior to the award according to Article 3, the PRINCIPAL is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

5.2 If the PRINCIPAL has terminated the contract according to Article 3 or if the PRINCIPAL is entitled to terminate the contract according to Article 3, the PRINCIPAL shall be entitled to demand and recover from the contract liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

ARTICLE 6: PREVIOUS TRANSGRESSION

6.1 The bidder declares that no previous transgression occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

6.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

ARTICLE 7: EQUAL TREATMENT OF ALL BIDDERS / CONTRACTORS / SUBCONTRACTORS

7.1 In case of Sub-Contracting, the PRINCIPAL Contractor shall take the responsibility of the adoption of Integrity pact by the Sub-Contractor.

7.2 The PRINCIPAL will enter into agreements with identical conditions as this one with all Bidders and Contractors.

7.3 The PRINCIPAL will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

ARTICLE 8: CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S) / CONTRACTOR(S) /SUBCONTRACTOR(S)

If the PRINCIPAL obtains knowledge of conduct of a Bidder, Contractor or Sub Contractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the PRINCIPAL has substantive suspicion in this regard, the PRINCIPAL will inform the same to the Chief Vigilance Officer.

ARTICLE 9: INDEPENDENT EXTERNAL MONITORS

9.1 The PRINCIPAL appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact.

9.2 The Monitor is not subject to instructions by the representatives of the Parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / She reports to the CMD, NewSpace India Limited.

- 9.3 The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the PRINCIPAL including that provided by the Contractor. The Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Contractors.
- 9.4 The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on “Non- Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of Interest arising at a later date, the IEM shall inform NewSpace India Limited CMD and recuse himself/ herself from that case.
- 9.5 The PRINCIPAL will provide the Monitor sufficient information above all meeting among Parties related to the Project provided such meeting could have an impact on the contractual relations between the PRINCIPAL and the Contractor. The Parties offer to the Monitor the option to participate in such meetings.
- 9.6 As soon as the Monitor notices or believes to notice a violation of this Integrity Pact he / she will so inform the management of the PRINCIPAL and request the Management to discontinue or take corrective action or to take other relevant actions. The monitor can in this regard submit non binding recommendations. Beyond this, the monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.
- 9.7 The Monitor will submit a written report to the CMD, NewSpace India Limited, within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL and should the occasion arise, submit proposals for correcting problematic situations.
- 9.8 If the Monitor has reported to the CMD, NewSpace India Limited, a substantiated suspicion of an offence under relevant BNS / PC Act and the CMD NewSpace India Limited, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9.9. The word 'Monitor' would include both singular and plural.

ARTICLE 10: PACT DURATION

- 10.1 This IP shall come into force from the date when both Parties have legally signed it and the validity of this IP shall be for 5 years with applicability to Contracts which are executed by the respective executed Contract during the existence of this IP.
- 10.2 In addition to above, the validity of the IP for respective Contract shall remain valid till the completion of Contract terms.

10.3 Further, if the Contract covered under this IP is extended/renewed for any period then this IP shall also be deemed extended/renewed for such period of extension/renewal.

10.4 If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this IP as specified above, unless it is discharged/determined by CMD, NSIL.

10.5 Should one or several provisions of this IP turn out to be invalid, the remainder of this IP remains valid. In this case, the Parties will strive to come to an agreement to their original intentions

ARTICLE 11: OTHER PROVISIONS

11.1 Changes and supplements as well as termination notices need to be made in writing. Side Agreements have not been made.

11.2 If the Contractor is a partnership or a consortium, this Integrity Pact must be signed by all partners or consortium members.

11.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an Integrity Pact to their original intentions.

11.4 Issues like Warranty / Guarantee etc shall be outside the purview of IEMs.

11.5 In the event of any contradiction between the Integrity pact and its Annexure, the clause in the Integrity Pact will prevail.

ARTICLE 12: FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this pact or payment of commission, the Buyer 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 examinations.

ARTICLE 13: LAW AND PLACE OF JURISDICTION

13.1 Governing Law

This Integrity Pact, including its interpretation, execution, and any disputes arising from or in connection with it, shall be governed by and construed in accordance with the laws of India, excluding any conflict of law rules that may direct the application of the laws of another jurisdiction.

13.2 Jurisdiction

Subject to any alternative dispute resolution mechanisms expressly agreed upon in this Pact, all disputes, claims, or differences arising out of or in relation to this Integrity Pact, including any question regarding its existence, validity, termination, or breach, shall fall under the exclusive jurisdiction of the competent courts located in Bangalore.

13.3 Submission to Jurisdiction

Each Party irrevocably agrees and submits to the jurisdiction of the courts specified in Clause 13.2 and waives any objection it may have now or in the future to the jurisdiction or venue of such courts, including any objection based on forum non conveniens or improper venue.

13.4 Legal Proceedings and Cooperation

In the event of any legal proceedings, each Party agrees to cooperate fully with the other Party and with any competent authority or court, and to provide all relevant documents, information, and testimony as may be reasonably required in connection with such proceedings.

13.5 Language of Proceedings

All legal proceedings related to this Pact shall be conducted in the English language, unless otherwise required by law or mutually agreed upon by the Parties.

13.6 Costs and Legal Fees

Unless otherwise determined by the court, each Party shall bear its own legal costs and expenses incurred in connection with any dispute or legal proceeding arising under this Pact.

ARTICLE 14: OTHER LEGAL ACTIONS

The actions stipulated in this Integrity pact are without prejudice to any other legal actions that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

ARTICLE 15: SIGNATURE

The Parties hereby sign this Integrity Pact at _____ on _____ .

IN WITNESS WHEREOF the Parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses

<p>For and on behalf of the M/s NewSpace India Limited (NSIL)</p>	<p>For and on behalf of the “Name of Bidder” (_____)</p>
<p>_____</p>	<p>_____</p>
<p>In the presence of witnesses:</p> <p>_____</p>	<p>In the presence of witnesses:</p> <p>_____</p>
<p>_____</p> <p style="text-align: center;">Name</p>	<p>_____</p> <p style="text-align: center;">Name</p>

Appendix-C: Commercial terms & conditions

Note: Bidder should **NOT** include commercial proposal (**Appendix-C**) in the Technical Proposal, which would lead to disqualification of the proposal.

To

Manager (Commercial)
NewSpace India Limited (NSIL)
ISRO HQ Campus
New BEL Road
Bengaluru-560 094
Ph: 080-2828 2003
E-mail: purcahse@nsilindia.co.in / tenders@nsilindia.co.in

Dear Sir,

Subject: Hiring of warehouse and other associated services within 100 km from Bengaluru & Chennai Airport for storage of raw materials, assemblies in various forms (Rings, Sheets, Plates, Rods, Tubes, and other structures of various compositions for a period of 02 years

Sl.No.	Item Description	Quantity	Units
1	All-inclusive warehouse rent charges per month for 5000 Sq. ft covered carpet area in controlled environment all-inclusive of insurance, security, electricity, water, housekeeping, office and other facilities like manpower, ERP, weighment, overheads and consumables etc., municipal or any other taxes. (Charges to all / any agency will be made directly by warehousing Company) with rack system.	1	Per Month
2	All-inclusive warehouse rent charges per month for 5000 Sq. ft covered carpet area in normal room temperature all-inclusive of insurance, security, electricity, water, housekeeping, office and other facilities like manpower, ERP, weighment, overheads and consumables etc., municipal or any other taxes. (Charges to all / any agency will be made directly by warehousing Company)	1	Per Month
3	Loading/Unloading charges per CBM (consider *50 times a month) -* 50 times is only indicative for estimating L1 bidder. However, Loading/Unloading charges shall be at actuals	50	Per CBM
4	Palletization/Depalletization per CBM (consider *50 times a month) *50 times is only indicative for estimating L1 bidder. However, Palletization/Depalletization charges shall be at actuals.	50	Per CBM
5	All-inclusive warehouse rent charges per month for extra warehousing space in multiple of 500 Sq. ft covered carpet area inclusive of security, electricity, water, cleaning, office and other facilities. (Charges to all / any agency will be made directly by warehousing Company)	1	Per Month

Appendix-C

Annexure-1: Rate Chart for Deliverables (On need basis)

Sl.No	Description	Unit
1	All-inclusive warehouse rent charges per month for extra warehousing space in multiple of 500 Sq. ft covered carpet area inclusive of security, electricity, water, cleaning, office and other facilities. (Charges to all / any agency will be made directly by warehousing Company)	Per Month
2	Labour Charges for loading / unloading of packages from trucks / trailers etc.	
2.1	for packages weighing up to 50 kg	Per Pkg. Charges
2.2	for packages weighing 50 – 100 kg	Per Pkg. Charges
<u>2.3</u>	for packages weighing 100 – 200 kg	Per Pkg. Charges
2.4	Full Truck charges up to 5 Tonne	Full Truck charges
<u>2.5</u>	Full Truck charges up to 9 Tonne	Full Truck charges
2.6	Full Truck / trailer charges up to 40 Tonne	Full Truck charges
<u>3</u>	Labour Charges for Miscellaneous activities (for activities not covered in schedule)	
3.1	Per labour Charges for half day (4 working hour)	Per labour Charges
3.2	Per labour Charges for full day (8 working hour)	Per labour Charges
<u>4</u>	All-inclusive Fork Lift Charges (inclusive of labour)	
4.1	Forklift 2 tonnes capacity for half day (4 working hour)	Per occasion
4.2	Forklift 2 tonnes capacity for full day (8 working hour)	Per occasion

4.3	Forklift more than 2 tonnes capacity for half day (4 working hour)	Per occasion
4.4	Forklift more than 2 tonnes capacity for full day (8 working hour)	Per occasion
<u>5</u>	All-inclusive Mobile Crane Charges (inclusive of labour)	
5.1	Mobile Crane 5 tonnes capacity for half day (4 working hour)	Per occasion
5.2	Mobile Crane 5 tonnes capacity for full day (8 working hour)	Per occasion
5.3	Mobile Crane more than 5 tonnes capacity for half day (4 working hour)	Per occasion
5.4	Mobile Crane more than 5 tonnes capacity for full day (8 working hour)	Per occasion
6	Per running meter Charges towards steel banding / strapping of boxes (inclusive of material, labour and equipment)	Per meter
7	Charges for repacking of boxes inclusive of labour, material, and equipment – per cube feet charges	Per cube feet charges
8	Marking, Stencilling and labelling Charges	Per Package

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

Prices quoted should be firm and fixed till the final delivery.

Signature:

Name

Date:

Designation

Place:

Official stamp