

**INVITATION OF BIDS  
REQUEST FOR PROPOSAL (RFP)**

**FOR**

**SUPPLY, INSTALLATION & COMMISSIONING OF IT-  
INFRASTRUCTURE AND SOFTWARE  
DEVELOPMENT FOR ESTABLISHING VESSEL  
COMMUNICATION & SUPPORT SYSTEM (VCS) FOR  
MONITORING, CONTROL & SURVEILLANCE (MCS)**



**20 April 2024**

**NewSpace India Limited**

[A Government of India company under Department of Space]

ISRO HQ campus, Bengaluru – 560 094

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NewSpace India Limited (NSIL)  
[A Government of India Company under Department of Space]

## INVITATION OF BIDS/ REQUEST FOR PROPOSAL (RFP)

### **Volume I: RFP and Instruction to bidders**

Tender Reference Number: Ref. No. NSIL/ RFP/ VCS/ MCS/ 2024/ 01  
Date of Publication: 20 April 2024



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## **Volume I: RFP and Instruction to Bidders**

### **RFP letter of Invitation**

#### **Letter of Invitation**



#### **NewSpace India Limited**

[A Government of India company under Department of Space]

Ref:No.NSIL/RFP/ VCS/ MCS/IT&HUBSW 2024/01

20 April 2024

#### **Sub: Supply, Installation & Commissioning of IT infrastructure and Software development for establishing Vessel Communication and Support System (VCS) for Monitoring, Control and Surveillance (MCS)– Reg.**

1. NewSpace India Limited (NSIL), a wholly owned Government of India company under Department of Space (DOS), is the commercial arm of Indian Space Research Organization (ISRO). NSIL as part of its mandate to commercially exploit the products and services emanating from Indian Space Programme, is keen to harness the potential of indigenously developed ISRO technology and provide space-based solutions to meet various requirements including the requirements from Govt. and strategic sector related to telecommunication, broadcasting, security etc.
2. NSIL, hereby invites through this Request for Proposal (“RFP”), the interested bidders for Supply, Installation & commissioning of IT infrastructure and Software development for establishing Vessel communication and support system (VCS) for Monitoring, Control and Surveillance (MCS).
3. The tender/bid in response to this RFP is to be submitted in two parts viz., Technical and Financial bid in two separate sealed covers super-scribing the enquiry reference number, name of the respective bid and due date. Both the sealed covers containing Technical and Financial bids are to be put in one sealed cover duly super scribing the enquiry reference number & due date, failing which the bids will be considered as invalid.
4. The contents of the technical bid shall also be submitted in digital format along with the signed physical copy of the documents in the same envelope as the technical

bid. The digital media shall also be super-scribed with the name of the bidding party, the enquiry reference number, and the name of the respective bid.

5. The address and contact numbers for sending Bid or seeking clarifications, if any, regarding this RFP are given below:

(a)	Bid/Queries are to be addressed to:	Sathish Babu E Dy. Manager, Commercial
(b)	Postal address for sending the Bids:	NewSpace India Limited (NSIL) ISRO HQ Campus New BEL Road Bengaluru-560 094
(c)	Name/designation of the contact person:	Dy. Manager, Commercial
(d)	Telephone numbers of the contact person:	080-2217 2049
(e)	E-mail ID of contact person:	E-mail: purchase@nsilindia.co.in

6. Details regarding cost of the bid document, validity of the bids, mode of submission of bids, evaluation criteria and the EMD to be enclosed and payment terms are defined in detail in the RFP.

7. The RFP consists of three volumes viz.

- a. Volume I : RFP and Instruction to Bidders
- b. Volume II : Detailed Scope of work, Deliverables, Delivery schedule and technical specifications
- c. Volume III : General conditions of contract & special conditions of contract

8. Schedule of the Bidding Process is as follows:

S. No.	Activity	Schedule
a)	Document reference No	NSIL/ RFP/ VCS/ MCS/ 2024/ 01
b)	RFP issue date	20 April 2024
c)	Pre-Bid Meeting	25 April 2024
d)	Completion of clarification on RFP queries	02 May 2024
e)	Submission of RFP responses	16 May 2024

-Sd-  
[Sathish Babu E]  
Dy. Manager, Commercial

## **Volume I: RFP and Instruction to Bidders**

### **1. Chapter 1: Introduction**

#### **1.1. NewSpace India Limited**

NewSpace India Limited (NSIL), a Government of India company under Department of Space (DOS), is the commercial arm of Indian Space Research Organization (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.

#### **1.2. Objective of the RFP**

NSIL through this RFP aims to select vendor for Supply, Installation & commissioning of IT infrastructure and Software development for establishing Vessel communication and support system (VCS) in Marine fishing vessels for monitoring, control, and surveillance (MCS).

The overall scope of work of the project includes establishment of a dedicated MSS Satcom network for supporting Emergency Communication and Tracking of Maritime assets Xponders. This includes establishment of dedicated 9m C-band ground station and hub baseband system at INCOIS Hyderabad, arranging for satellite bandwidth & guiding required service approvals and building satellite terminals for field deployment across 9 coastal states and 4 union territories. NSIL has selected three different vendors for Supply, Installation and Commissioning of MSS Terminals in fishing vessels. Now, NSIL has planned to release two separate RFPs to engage vendor for the overall scope of work of the project viz. 1) RFP for the activities related to Supply, Installation & commissioning of IT infrastructure and Software development for VCS-MCS and 2) RFP for activities related to establishment, operation and maintenance of dedicated 9m C-band ground station and hub baseband system.

The objective of the present RFP is to seek proposals from bidders for Supply, Installation & Commissioning of IT infrastructure and Software development for VCS-MCS.

## Volume I

### 2. Chapter 2: Definitions and Acronyms

Sr. No	Term/ Acronym	Description
1.	Applicable Law(s)	Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
2.	Affected Party	Means Owner or the Contractor whose performance has been affected by an event of Force Majeure
3.	Authority	Shall mean the NewSpace India Limited (NSIL), a Government of India company under Department of Space (DOS), a commercial arm of Indian Space Research Organization (ISRO)
4.	Site/ Location	Means the identified locations for the installations of IT Infrastructure in 9 coastal states and 4 Union territories (UTs), Centralised Data centre at Ahmedabad/Hyderabad, Data Back-up & Recovery site at Delhi.
5.	Authorized Signatory	A person who is duly authorised from the bidder through the Power of Attorney ( <a href="#">Volume I Annexure 7.3</a> ) in respect to take all decisions related to the RFP and sign on behalf of the bidder.
6.	Appointing Authority	for the purpose of arbitration shall be the any person so designated by the Owner.
7.	Arbitrator	means the person or persons appointed by agreement between the Owner and the Contractor to make a decision on or to settle any dispute or difference between the Owner and the Contractor referred to him or her by the parties.
8.	ATP	ATP means Acceptance Test Plan

9.	Bid	Offer by the Bidder to fulfil the requirement of the Purchaser for an agreed price. It shall comprise of a comprehensive technical and financial response to the RFP
10.	Bid Document	The document submitted by the Bidder containing a comprehensive technical and financial response to the RFP
11.	Bid Due date	Shall mean as defined in bidding schedule provided in the <a href="#">letter of invitation</a> in this RFP
12.	Bidder	Shall mean a party or parties being legal person/(s) owned by Resident Indian citizens with at least majority of the Board of Directors being Resident Indian citizens and may be a One Person Company (OPC), Private or Public Company, Listed or Unlisted Company registered in India, who is a legal person as above. A Company would be deemed to be owned by resident Indian Citizens, if more than fifty (50) percent of equity shares of the Company are owned by Resident Indian Citizens or Companies and/ or LLPs registered in India that are, in turn, ultimately owned and controlled by Resident Indian Citizens
13.	BoM	Shall Mean Bill of Material
14.	Completion	Shall mean the fulfilment of the Related Services by the vendor in accordance with the terms and conditions set forth in the Contract
15.	Company	means a body incorporated in India under the Indian Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
16.	Conflict of Interest	A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if: The Bidder(s) (or its members) have common controlling shareholders or other ownership interest; However, this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder (or its members) is only a minor shareholding of less than 5%; OR A constituent of such Bidder is also a constituent of another Bidder; OR

		Such Bidder (or its members) receives or provides any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder (or its members); OR Any two Bidders have the same legal representative for purposes of this Tender; OR There is access of information or influence between any two Bidders of this Tender by virtue of a relationship, directly or through common third party/ parties; OR Any Bidder (or its members) who has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of this Engagement.
17.	Commissioning	means a project shall be considered commissioned if all equipment/ terminals/ hardware/ software/ firmware, mentioned under the scope of contract, has been successfully installed and ready for operation.
18.	Deliverables	Shall include but not limited to the Supply, Installation & commissioning of IT infrastructure and Software development as per RFP.
19.	EMD	Earnest Money Deposit
20.	Contract	Authority after evaluation of bids identifies
21.	GCC	General Conditions of Contract
22.	Goods	All of the equipment, sub-systems, hardware, software, products accessories, software and/or other material / items which Bidder is required to deliver under the scope of work.
23.	Intellectual Property Rights	Any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
24.	ISRO	Indian Space Research Organisation
25.	NSIL	NewSpace India Limited
26.	SAC	Space Applications Centre
27.	DoF	Department of Fisheries
28.	MSS	Mobile satellite services

29.	NDA	Non-Disclosure Agreement
30.	Non- Compliance	Shall mean failure/refusal to comply the <a href="#">terms and conditions</a> of this RFP/ tender
31.	Non-responsive	means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given forms / pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee on EMD
32.	Notice	a notice; or a consent, approval or other communication required to be in writing under this Contract.
33.	Party & Parties	Shall mean the party and its plural parties has been used to indicate bidder and bidders, the two terms shall hold the same meaning in this document
34.	Required Consents	The consents, waivers, clearances and licenses to use Authority's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that NSIL and their nominated agencies are required to make available to Bidder pursuant to this Agreement;
35.	SCC	Special Conditions of Contract
36.	Selected Party	Shall be defined as Bidder who has been selected through the bidding process and with whom the Authority shall get into a contract for undertaking the work described in this RFP, as defined in this RFP
37.	Technical Bid	Shall be as defined in <a href="#">Volume I Section 3.17.1</a> of this RFP
38.	Technically Qualified Bidder	The bidder who has submitted the response in compliance with the RFP term and has been meeting the eligibility criteria would be declared as Technically Qualified Bidder.
39.	Tender Evaluation Committee (TEC)	Shall mean the committee formed by the Authority to evaluate the response to this RFP
40.	Xponders	MSS user Terminals installed as part of satcom network for establishing vessel communication and support systems on marine fishing vessels
41.	NMS	Network Management System Software

42.	CCS	Central Control Station
43.	NCP	Network Control Processor Software (NCP)
44.	Vendor	Successful Bidder or "Vendor" means any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.
45.	PO	Purchase Order
46.	SLA	Service Level Agreement
47.	LD	Liquidated Damages
48.	I&C	Installation and Commissioning
49.	O&M	Operation and Maintenance



## **Volume I**

### **3. Chapter 3: Instructions to bidders**

#### **3.1. General**

- a. While every effort has been made to provide comprehensive and accurate background information, requirements and technical details, Bidders must form their own conclusions about the solution(s) needed to meet the requirements of the Authority.
- b. All information supplied by the Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority based on this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by Authority.
- d. Sealed bids shall be received by the Authority at the address indicated in the schedule of the Bidding Process before the time and date specified in the schedule of the Bidding Process.
- e. In the event of the specified date for the submission of tender offers being declared a public holiday, the offers will be received up to the appointed time on the next working day. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and intimating the Bidders through e-mail.

#### **3.2. Language of Bid submission**

- a. The bid should be prepared and submitted by the Eligible Bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested by the Authorized Signatory) by the Eligible Bidders. For purposes of interpretation of the documents, the English translation shall govern.

### 3.3. Eligibility Criteria

The bidder shall meet the following technical criteria:

Indian Company with Software development and IT service provider background with following eligibility criteria are invited to bid for the project. The bids submitted by the agencies or any other company not meeting these eligibility criteria shall not be considered.

- a. The bidder shall have completed minimum three (3) nos. of projects in last five (5) years with experience in design, development, testing, operation & maintenance of web-application and data processing software and IT infrastructure support preferably with below mentioned features:
  - (i) Dynamic network management system web-application software for control centre involving data exchange between end points/sensors and central data centre or similar applications like fleet management /asset tracking (preferably with GIS support).
  - (ii) data processing software, smartphone app, and database application for managing large number of end points.
  - (iii) The bidder shall have experience in deploying and maintaining IT infrastructure for centralised data centre.
  - (iv) Experience in developing software with CERT-IN Security and GIGW Certifications is preferable.
- b. The bidder shall preferably have experience in working with similar national-level projects (at least one) of Govt. of India.
- c. The bidder should have an average Annual Revenue of min. 5 Crore (Yearly basis) in the last 5 Financial Years. Necessary documents should be submitted along with the bid.
- d. Bidder shall provide the details of purchase orders, completion certificates and completion schedule with relevant references/ contact details that are executed by them to prove that the bidder has executed the project involving Software development and IT infrastructure service support. Satisfactory completion certificate from the customer is necessary to substantiate the experience.

- e. Customer address and contact numbers are to be mentioned in the certificate for verification of bidder claim with regard to successful completion of the project. With regard to this the bidder need to mandatorily fill up the Relevant Experience of the Bidder as per the format (Annexure 7.5 [Relevant Experience of the Bidder](#) ) with relevant information failing which the bid will be rejected.

Note: Bidders will be communicated regarding the date and time for Pre-bid meeting.

### **3.4. Bidder to Inform**

- a. The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Delivery Schedule, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications he shall, before the last date for Submission of Pre-Bid Queries set forth the particulars thereof and submit them to Authority in writing in order that such doubt may be removed, or clarifications are provided. The timeline for submission of Pre-Bid Queries is indicated in the Schedule of the Bidding Process in the letter of invitation in this RFP.

### **3.5. Compliant Bids/ Completeness of Response**

- a. The Eligible Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. The Eligible Bidders must:
  - i. Include all documentation specified in this RFP, in the bid
  - ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.
  - iii. Comply with all requirements as set out within this RFP.
  - iv. Submit duly signed para wise compliance to the RFP

### **3.6. Authentication of Bids**

- a. The Authorized Signatory of the Bidder shall initial all pages of the Technical and the Financial Bids.

- b. Bid should be accompanied by an authorization in the name of the Authorized Signatory of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid as per the attached format in Volume I Annexure 7.3 of this RFP

### **3.7. Total Responsibility**

- a. The Bidder shall issue a statement undertaking total responsibility for delivery of the components and systems described in the Detailed Scope of Work and Technical Specifications (Volume II) of this RFP as per the format mentioned in Volume I Annexure 7.6 of this RFP

### **3.8. Deviations and Exclusions**

- a. Bids shall be submitted strictly in accordance with the requirements and terms and conditions of the RFP.
- b. Bidders are advised not to take any exception/ deviations/ exclusions to the RFP. However, during evaluation of bids NSIL may ask the bidder for clarifications/ confirmations/ deficient documents of its bid. If the bidder still maintains exceptions/ deviations/ exclusions in the bid, such conditional/ non-conforming bids shall not be considered and shall be rejected.
- c. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Volume I Annexure 7.7 of this RFP

### **3.9. Non-Conforming bids**

A bid may be construed as a non-conforming bid and ineligible for consideration:

- (i) If it does not comply with the requirements of this RFP.
- (ii) If a bid does not follow the format requested in this RFP or does not appear to address any particular requirements of the scope of work.
- (iii) If a bid deviates from terms and conditions of the RFP.

### **3.10.Late Bids**

- a. Late submission will not be entertained

- b. Authority shall not be responsible for any non-receipt/ non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.
- c. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- d. Authority reserves the right to modify and amend any of the above-stipulated condition/ criteria with due notice to the respective Bidders.

### **3.11. Acceptance/Rejection of Bids**

- a. Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of the Authority shall be final and binding.
- b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested by the Authorized Signatory.
- c. In the event of any assumptions, presumptions, key points of discussion, recommendation(s) or any points of similar nature submitted along with the Bid, Authority reserves the right to reject the Bid and forfeit the EMD.
- d. If there is any discrepancy in the Financial Bid, it will be dealt with as per the following:
  - i. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
  - ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
  - iii. If there is a discrepancy between words and figures, the amount in words shall prevail.
  - iv. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Authority, the bid is liable to be disqualified.

### **3.12. Disqualification**

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a. During validity of the bid, or its extended period, if any, the Eligible Bidders revise their quoted prices without change of scope having been expressly specified by NSIL
- b. The Eligible Bidders' bid is conditional and has deviations from the terms and conditions of RFP
- c. Bid is received in incomplete form
- d. Bid is not accompanied by all the requisite documents as per the terms and formats provided in this RFP
- e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage)
- f. Financial bid is enclosed with the same document as the technical bid.
- g. The Eligible Bidders try to influence the bid evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process
- h. In case any one Bidder is found to have common interests with another Bidders' bid, both Bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

### **3.13. Bid Validity Period**

- a. Bid shall remain valid for a period of 180 days from the bid submission date.

### **3.14. Withdrawal, Substitution, and Modification of Bids**

- a. An Eligible Bidder may withdraw its Bid (technical and/ or financial) by writing to the address indicated for bid submission in the schedule of the bidding process prior to final bid submission date indicated in the schedule of the bidding process. Withdrawal of the Bid may lead to forfeiting of the EMD made by the Bidder.

- b. Request for withdrawal of a bids post the bid submission deadline shall normally not be considered, however in case a Bidder still wishes to withdraw a bid post the bid submission deadline the Bidder shall forfeit the EMD and the Authority may give the Bidder a tender holiday including intimation to other government departments.
- c. Bids withdrawn shall not be opened and processed further.

### 3.15. Bid document costs

- a. The cost of the bid document is Rs.5900/- (Five Thousand Nine hundred only) inclusive of GST at 18%.
- b. The cost of the bid document may be paid in the form of Demand Draft in favour of “NewSpace India Limited” payable at “Bangalore”. Bid responses without document cost will be rejected outrightly. The Demand Draft should be kept in a separate sealed cover along with Technical Bid and Financial Bid
- c. The Eligible Bidder shall bear all expenses associated with the preparation and submission of its bid, including expense of presentations, visit to the site/ NSIL/ISRO centres etc. for the purposes of clarification of the bid.

### 3.16. Contents of Bid

The Bidders shall submit Three envelopes: one containing the Technical Bid the other containing the Financial Bid and the third with Bid document Cost. The envelopes shall be super scribed as **“Response to Invitation of Bids/Request for Proposal for Supply Installation & Commissioning of IT Infrastructure and Software Development for VCS-MCS -Technical Bid/Financial Bid”**

- a. Under the Bidding Process, Technical Bid of the Eligible Bidders shall be examined with respect to the Technical and Financial Capacity as indicated in Volume I Section 3.17 of this RFP. For the Technically Qualified Bidders, the Financial Bid (Envelope B) shall be opened and the Bidder with the Lowest quote shall be identified as L1 Bidder.
- b. The contents of the technical bid and financial bid shall also be submitted in digital format along with the signed physical copy of the documents in the same envelope as the technical bid and financial bid respectively. The digital media shall be super-scribed with the name of the bidder and the documents inside the digital media

should be password protected, the enquiry reference number and the name of the respective bid

- c. The Bidder shall ensure that the information in the signed documents and the Digital Format is identical, if the Authority finds any discrepancy between the signed and digital copies during any stage of the evaluation, the Bidder may get disqualified.
- d. Prices shall not be indicated in the Technical Bid and shall only be indicated in the Financial Bid. Any Technical bid that indicates price(s) is liable to be summarily rejected and the EMD forfeited.
- e. All the pages of the bid must be sequentially numbered. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- f. The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialled by the Authorized Signatory of the Bidder.
- g. All pages of the bid shall be initialled and stamped by the Authorized Signatory of the Bidder.

### 3.17. Bid Document Constituents

#### 3.17.1. Technical Bid

1. The Bidder Shall submit documentary evidence against each requirement in the Technical Bid. Failure to submit necessary and appropriate documents may lead to rejection of the Bid
2. Failure to meet indicated requirements may lead to rejection of the Bid

S.No.	Requirement	Documentary Evidence
1.	<b>Payment of Bid document cost</b>	<b>The Bidder shall submit</b> Demand Draft as indicated in <a href="#">Volume I Section 3.15</a> of this RFP
2.	<b>Payment of Earnest Money Deposit (EMD)</b>	<b>The Bidder shall submit</b> Bank Guarantee of requisite amount as indicated in <a href="#">Volume I Section 3.18</a> of this RFP



S.No.	Requirement	Documentary Evidence
3.	<b>Bid Response Covering Letter</b>	<b>The Bidder shall submit</b> A covering letter to the bid as per the format indicated in Bid Response cover letter <a href="#">Volume I Annexure 7.2</a> of this RFP
4.	<b>Signed and Stamped Copy of the Bid Documents</b>	<b>The Bidder shall submit</b> Bid Document which is duly signed and stamped by the Authorised Signatory in accordance with the Power of Attorney as per format mentioned in <a href="#">Volume I Annexure 7.3</a> of this RFP
5.	<b>Bid checklist</b>	<b>The Bidder shall submit</b> Checklist of bid documents as per format provided in <a href="#">Volume I Annexure 7.1</a> of this RFP
6.	<b>Bidder Profile</b>	<b>The Bidder shall submit</b> A brief profile of the organization as per the format indicated in <a href="#">Volume I Annexure 7.4</a> of this RFP
7.	<b>Power of Attorney for Signing the Bid</b>	<b>The Bidder shall submit</b> A power of attorney to a representative of the Bidder naming the individual as an Authorised Signatory as per the format indicated in <a href="#">Volume I Annexure 7.3</a> of this RFP
8.	<b>Legal Status of the Bidder</b> The Bidder shall be registered in India under Companies Act, 1956 or as amended. The Bidder shall be in continuous operation in India for a period of at least 5 years as on the date of the issue of RFP	<b>The Bidder shall submit</b> <ul style="list-style-type: none"> <li>• Copy of Incorporation/ Registration certificate</li> <li>• Copy of PAN card</li> <li>• Copy of GST registration</li> </ul>

S.No.	Requirement	Documentary Evidence
9.	<p><b>Status of Ownership and Control of the Bidder</b></p> <p>The Eligible Bidder shall be legal entities owned by Resident Indian citizens with at least majority of the Board of Directors being Resident Indian citizens</p> <p>The entity/entities bidding as the lead bidder may be a One Person Company (OPC), Private or Public Company, Listed or Unlisted Company registered in India, who is a legal entity as above</p> <p>A Company would be deemed to be owned by Indian Citizens, if more than fifty (50) percent of equity shares of the Company are owned by Resident Indian Citizens or Companies and/or LLPs registered in India that are, in turn, ultimately owned and controlled by Resident Indian Citizens</p>	<p><b>The Bidder shall submit</b></p> <p>Regulatory filings indicating the share-holding pattern for the past three years for listed companies or shareholding document filled with Ministry of Corporate Affairs in case of non-listed companies.</p>
10.	<p><b>Financial stability</b></p> <p>An undertaking (self-attested) shall be submitted, stating that there has been or is no outstanding bankruptcy, judgment or pending legal action that could impair operations as a going concern.</p>	<p><b>The Bidder shall submit</b></p> <p>Certificate signed by the authorized signatory</p>
11.	<p><b>Track Record</b></p> <p>The Bidder should not have, during the last five (5) years, either failed to perform on any agreement with either private or government organization, been black listed, or been expelled from any project or</p>	<p><b>The Bidder shall submit</b></p> <p>Legal Attorney certified letter of undertaking to this effect on the letter head of the company, co-signed by the Bidder's authorized signatory.</p>

S.No.	Requirement	Documentary Evidence
	agreement or have any agreement terminated for breach of agreement by the Bidder.	
12.	<b>Prior experience</b> The Bidder shall have suitable prior experience as mentioned in section 3.3 Eligibility Criteria	<b>The Bidder shall submit</b> 1. Work order(s) / Contract(s) clearly highlighting the scope of work, Bill of Material and value of the contract/order as per the format mentioned in <a href="#">Volume I Annexure 7.5 A</a> 2. Work completion certificates/payment receipt to be arranged chronologically
13.	<b>Technology/ necessary expertise for developing Software for VCS-MCS</b>	<b>The Bidder shall submit</b> 1. Work order(s) / Contract(s) related to software development as listed in section 3.3 Eligibility Criteria ,clearly highlighting the scope of work, Bill of Material and value of the contract/order as per the format mentioned in <a href="#">Volume I Annexure 7.5 A</a> 2. Self-certificate signed by authorised signatory for this bid highlighting the Technology/ necessary expertise meeting the criteria listed in section 3.3 Eligibility Criteria
14.	<b>Financial bid with PRICE MASKED</b>	<b>The bidder shall submit the financial bid with masked price to ensure that the bidder has submitted the price details as per the prescribed.</b>
15.	<b>Requisite Statutory and Regulatory Licenses to operate required facilities</b>	<b>The Bidder shall submit</b> 1. Factories License 2. Labour License

S.No.	Requirement	Documentary Evidence
		3. Registration with EPFO 4. Any other relevant license/ permission
16.	<b>Non- Deviation Certificate</b>	<b>The Bidder shall submit</b> Self-certificate signed by Authorized Signatory as per format provided in <a href="#">Volume I Annexure 7.7</a> of this RFP
17.	<b>Non-Blacklisting Certificate</b> The Bidder should not have been blacklisted by any Aerospace and defence manufacturing PSU or government organization in a related field as on bid submission date	<b>The Bidder shall submit</b> Legal Attorney certified letter of undertaking to this effect on the letter head, co-signed by Eligible Bidder' authorized signatory as per format provided in <a href="#">Volume I Annexure 7.8</a> of this RFP
18.	<b>Anti-collusion certificate/ Conflict of Interest</b> The Parties who are individually or institutionally, in any manner, involved with the selection/screening process of the RFP, and employees of ISRO are ineligible for applying and submitting a proposal against this RFP.	<b>The Bidder shall submit</b> Self-certificate signed by Authorized Signatory as per format provided in <a href="#">Volume I Annexure 7.9</a> of this RFP
19.	<b>Integrity Pact</b>	<b>The Bidder shall submit</b> Self-certificate signed by Authorized Signatory as per format provided in <a href="#">Volume I Annexure 7.13</a> of this RFP
20.	<b>Non-Disclosure Agreement</b>	<b>The Bidder shall submit</b> Non-Disclosure Agreement as per the format indicated in <a href="#">Volume I Annexure 7.14</a> of this RFP signed by Authorized Signatory

S.No.	Requirement	Documentary Evidence
21.	<p><b>Acceptance of complete Scope of Work</b></p> <p>The bidder shall take responsibility for all the activities and deliverables required to complete the scope of work</p>	<p><b>The Bidder shall submit</b></p> <p>Self-certificate signed by Authorized Signatory for Acceptance of complete Scope of Work</p>

### 3.17.2. Financial Bid

- a. The Bidder must submit the Financial Bid to indicate the price as per the format indicated in [Volume I Annexure 7.11](#) of this RFP
- b. The total price quoted for the intended scope of work shall form the basis of comparison between the eligible bidders
- c. The Bidders shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers all obligations of the Eligible Bidders, mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services, including transportation of system/ hardware to Authority designated site locations.
- d. The Bidders shall give the required details of all applicable taxes, duties, other levies and charges including transportation costs, etc. in respect of direct transaction between the Authority and the Eligible Bidder in the financial Bid
- e. Prices quoted by the Eligible Bidder shall remain firm at the time of submitting the bid. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.
- f. No price escalation by the bidders shall be permitted during the contract period. The bidders are advised to quote a firm price that shall be valid for the entire duration of the contract
- g. The Bidders shall quote prices in INR only. Any financial bid not in INR shall be summarily rejected

### **3.18. Earnest Money Deposit (EMD)**

- a. EMD of Rs. 20,00,000 (Twenty Lakh rupees only) shall be made through Bank Guarantee in favour of “NewSpace India Limited.”.
- b. No exemption for submitting the EMD will be given to any agency. EMD in any other form will not be entertained.
- c. For Unsuccessful bidders: The EMD of all unsuccessful eligible bidders would be refunded without interest by Authority on finalization of the bid in all respects by the successful bidder (Selected Party). This would normally happen within 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 Authority 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:
  - i. If a bidder withdraws its bid during the period of bid validity period as specified in this RFP and as extended by mutual consent of the respective Bidder (s) and the Authority
  - ii. 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
  - iii. If the Financial Bid is found to be qualified or conditional
  - iv. If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in the RFP.
  - v. If the Bidder is otherwise in breach of the terms of this document.

## **Volume I**

### **4. Chapter 4: Evaluation Criteria and Selection Process**

#### **4.1. Opening of Bids**

- a. The Bids received by the Authority shall be opened by the Authority in presence of the Eligible Bidders or their representatives who may choose to be present at the time of opening.
- b. The representatives of the Eligible Bidder shall be required to carry the identity card and a letter of authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.
- c. There will be two bid-opening events
  - i. **Technical bid opening**
  - ii. **Financial bid opening**
- d. The venue, date and time for opening the technical bid will be indicated through emails.
- e. The date and time for opening of the Financial Bid shall be communicated to the Technically qualified Bidder through email.
- f. The Financial Bids of only those Eligible Bidder will be opened who are found to be technically qualified as per the RFP criteria.

#### **4.2. 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 RFP 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 RFP, 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 RFP document
  - ii. Submitted without the documents in the manner and format provided in this RFP
  - iii. Submitted without a Document/ Documentary Evidence indicated in the list of Technical bid constituents indicated in Volume I Section 3.17.1 of this RFP
  - 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 RFP
  - vii. With a validity period less than 90 days

### **4.3. 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.

### **4.4. 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 conformation 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 RFP.
- c. The steps for evaluation are as follows:
  - i. Stage 1: Technical Bid Evaluation
  - ii. Stage 2: Financial Bid Evaluation

#### **4.4.1. 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 RFP. 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 RFP. In case, the Bidder does not meet the conditions, the bidder shall be disqualified.
- d. Financial bid shall be opened for only those Bidders, who qualify the technical evaluation

#### **4.4.2. 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.
- d. Financial Bids that are not as per the format provided in Volume I Annexure 7.11 of this RFP shall be liable for rejection.

#### **4.4.3. Financial Bid Evaluation Framework**

- a. The bids received from the Technically Qualified Bidders shall be ranked in ascending order of the quote (Financial Bid)
- b. The technically qualified bidder quoting the Lowest (Lumpsum) Quote shall be deemed the "Selected Party" (L1 Bidder)
- c. For the purpose of arriving at the lowest price (L1), quotes inclusive of any applicable taxes and levies etc. will be considered.
- d. 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.

- e. 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 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

## **Volume I**

### **5. Chapter 5: Terms and Conditions**

#### **5.1. Amendment of the RFP**

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

#### **5.2. Right to vary quantity**

- a. 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.

#### **5.3. Right to Terminate the Process**

- a. Authority may terminate the RFP process at any time and without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by the Authority.

#### **5.4. Confidentiality**

- a. All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the Bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the Bidder who are proposed to be deployed on the project need to furnish a Non-Disclosure Agreement (NDA) as per RFP [Volume III](#). The Bidder shall execute and maintain all copies of the Non-Disclosure Agreement (NDA) and shall produce it when sought by the Authority.

#### **5.5. Fraud and Corrupt Practices**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.
- b. Without prejudice to the rights of Authority under Clause above and the rights and remedies which Authority may have under the contract agreement, if a Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the signing of the contract, such Bidder shall not be eligible to participate in any tender or RFP issued by Authority during a period of 5 years from the date such Bidder is found by Authority to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. *“corrupt practice”* means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of Authority in relation to any matter concerning the Project;
- ii. *“fraudulent practice”* means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. *“coercive practice”* means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. *“undesirable practice”* means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. *“restrictive practice”* means forming a cartel or arriving at any understanding or arrangement among Eligible Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 5.6. Conflict of Interest

- a. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-

estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Eligible Bidder's Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.

- b. Authority requires that the Bidder provides solutions which at all times hold Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.

## Volume I

### 6. Chapter 6: Award of Contract

#### 6.1. Notification of Award

- Authority will notify the Selected Party(ies) in writing by e-mail followed by courier, to be confirmed by the Bidder's in writing by email followed by courier.

#### 6.2. Signing of Contract

- After the notification of award, Authority will issue Purchase Order within fifteen (15) working days of the notification of award. Accordingly, a contract shall be signed between the selected party and Authority. The bidder shall submit a Performance Bank Guarantee within 15 working days from the date of issuance of Purchase order by Authority.
- On receipt of the Performance Bank Guarantee, Authority shall enter into a contract with the selected party. The General and Special Terms of contract are indicated in Volume III Chapter 1 and Chapter 2 of this RFP. The Authority reserves the right to modify and/ or augment the terms and conditions prior to signing of the contract.

#### 6.3. Performance Bank Guarantee (PBG)

- a. Within fifteen (15) working days from the date of issuance of Purchase order, the selected parties shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority.
- b. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Volume I Annexure 7.12 of this RFP, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- c. The Bank Guarantees shall be 5% of the value of the Contract
- d. The PBG shall be invoked by Authority, in the event the Bidder:
  - i. Fails to meet the overall condition as mentioned in RFP or any changes agreed between the parties,
  - ii. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,
  - iii. Misrepresents facts/information submitted to Authority
- e. In the event of the Bidder being unable to service the contract for whatever reason(s), Authority shall have the right to invoke the PBG. Notwithstanding and

without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

- f. Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- g. In case the project is delayed beyond the project schedule as agreed to by the Authority and selected party upon signing of the contract, the performance bank guarantee shall be accordingly be extended by the Bidder till completion of scope of work as mentioned in the Volume II of this RFP.
- h. The performance bank guarantee may be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- i. On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

#### **6.4. Failure to agree with the Terms & Conditions of the RFP**

- a. 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, the selected party shall forfeit the EMD.



## 7. Chapter 7: Annexures

### 7.1. Technical bid checklist

Sr. No.	Requirement	Documentary Evidence	Compliance (Yes/No)	Section No. & Page No. in Bid Document
1.	<b>Payment for Bid document</b>	The Bidder shall submit Cost of Bid Document requisite amount as indicated in <u>Volume I Section 3.15</u> of this RFP		
2.	<b>Payment of Earnest Money Deposit (EMD)</b>	<b>The Bidder shall submit</b> Bank Guarantee of requisite amount as indicated in <u>Volume I Section 3.18</u> of this RFP		
3.	<b>Bid Response Covering Letter</b>	<b>The shall submit</b> A covering letter to the bid as per the format indicated in <u>Volume I Annexure 7.2</u> of this RFP		
4.	<b>Signed and Stamped Copy of the Bid Documents</b>	<b>The Bidder shall submit</b> Bid Document which is duly signed and stamped by the Authorised Signatory in accordance with the Power of Attorney as per the format indicated in <u>Volume I Annexure 7.3</u> of this RFP		
5.	<b>Bid checklist</b>	<b>The Bidder shall submit</b> Checklist of bid documents as per format provided in <u>Volume I Annexure 7.1</u> of this RFP		
6.	<b>Bidder Profile</b>	<b>The Bidder shall submit</b> A brief profile of the organization as per the format		

Sr. No.	Requirement	Documentary Evidence	Compliance (Yes/No)	Section No. & Page No. in Bid Document
		indicated in <a href="#">Volume I Annexure 7.4</a> of this RFP		
7.	<b>Power of Attorney for Signing the Bid</b>	<b>The Bidder shall submit</b> A power of attorney to a representative of the Bidder naming the individual as an Authorised Signatory as per the format indicated in <a href="#">Volume I Annexure 7.3</a> of this RFP		
8.	<b>Legal Status of the Bidder</b> The Eligible Bidder shall be registered in India under Companies Act, 1956 or as amended. The Eligible Bidder shall be in continuous operation in India for a period of at least 5 years as on the date of the issue of the Expression of Interest (16 <sup>th</sup> August 2019)	<b>The Bidder shall submit</b> <ul style="list-style-type: none"> <li>• Copy of Incorporation/ Registration certificate</li> <li>• Copy of PAN card</li> <li>• Copy of GST registration</li> </ul>		
9.	<b>Status of Ownership and Control of the Bidder</b> The Eligible Bidder shall be legal entities owned by Resident Indian citizens with at least majority of the Board of Directors	<b>The Bidder shall submit</b> Regulatory filings indicating the share-holding pattern for the past three years for listed companies or shareholding document filled with Ministry of Corporate Affairs in case of non-listed companies.		

Sr. No.	Requirement	Documentary Evidence	Compliance (Yes/No)	Section No. & Page No. in Bid Document
	<p>being Resident Indian citizens</p> <p>The entity/entities bidding as the lead bidder may be a One Person Company (OPC), Private or Public Company, Listed or Unlisted Company registered in India, who is a legal entity as above</p> <p>A Company would be deemed to be owned by Indian Citizens, if more than fifty (50) percent of equity shares of the Company are owned by Resident Indian Citizens or Companies and/or LLPs registered in India that are, in turn, ultimately owned and controlled by Resident Indian Citizens</p>			
10.	<p><b>Financial stability</b></p> <p>An undertaking (self-attested) shall be submitted, stating that there has been or is no outstanding bankruptcy, judgment</p>	<p><b>The Bidder shall submit</b></p> <p>Certificate signed by the authorized signatory</p>		

Sr. No.	Requirement	Documentary Evidence	Compliance (Yes/No)	Section No. & Page No. in Bid Document
	or pending legal action that could impair operations as a going concern.			
11.	<p><b>Track Record</b> The Bidder should not have, during the last five (5) years, either failed to perform on any agreement with either private or government organization, been black listed, or been expelled from any project or agreement or have any agreement terminated for breach of agreement by the Bidder.</p>	<p><b>The shall submit</b> Legal Attorney certified letter of undertaking to this effect on the letter head of the company, co-signed by the Bidder's authorized signatory.</p>		
12.	<p><b>Prior experience</b> The Bidder shall have suitable prior experience as mentioned in section 3.3 Eligibility Criteria</p>	<p><b>The Bidder shall submit</b> 2. Work order(s) / Contract(s) clearly highlighting the scope of work, Bill of Material and value of the contract/order as per the format mentioned in <a href="#">Volume I Annexure 7.5 A</a> 3. Work completion certificates to be arranged chronologically</p>		
13.	<p><b>Technology/ necessary expertise</b></p>	<p>Work order(s) / Contract(s) related to software</p>		

Sr. No.	Requirement	Documentary Evidence	Compliance (Yes/No)	Section No. & Page No. in Bid Document
	<b>for developing Software</b>	development as listed in section 3.3 Eligibility Criteria ,clearly highlighting the scope of work, Bill of Material and value of the contract/order as per the format mentioned in <a href="#">Volume I Annexure 7.5</a> Self-certificate signed by authorised signatory for this bid highlighting the Technology/ necessary expertise meeting the criteria listed in section 3.3 Eligibility Criteria		
14.	<b>Requisite Statutory and Regulatory Licenses to operate required facilities</b>	<b>The Bidder shall submit</b> 1. Factories License 2. Labour License 3. Registration with EPFO 4. Any other relevant license/ permission		
15.	<b>Non- Deviation Certificate</b>	<b>The Bidder shall submit</b> Self-certificate signed by Authorized Signatory as per format provided in <a href="#">Volume I Annexure 7.7</a> of this RFP		
16.	<b>Non-Blacklisting Certificate</b> The Bidder should not have been blacklisted by any Aerospace and defence manufacturing PSU or	<b>The Bidder shall submit</b> Legal Attorney certified letter of undertaking to this effect on the letter head, co-signed by Eligible Bidder' authorized signatory as per format provided in <a href="#">Volume I Annexure 7.8</a> of this RFP		

Sr. No.	Requirement	Documentary Evidence	Compliance (Yes/No)	Section No. & Page No. in Bid Document
	government organization in a related field as on bid submission date			
17.	<p><b>Anti-collusion certificate/ Conflict of Interest</b></p> <p>The Parties who are individually or institutionally, in any manner, involved with the selection/screening process of the RFP, and employees of ISRO are ineligible for applying and submitting a proposal against this RFP.</p>	<p><b>The Bidder shall submit</b> Self-certificate signed by Authorized Signatory as per format provided in Volume I <a href="#">Annexure 7.9</a> of this RFP</p>		
18.	<p><b>Non-Disclosure Agreement</b></p>	<p><b>The Bidder shall submit</b> Non-Disclosure Agreement as per the format indicated in Volume I <a href="#">Annexure 7.14</a> of this RFP signed by Authorized Signatory</p>		
19.	<p><b>Acceptance of complete Scope of Work</b></p>	<p><b>The Bidder shall submit</b> Self-certificate signed by Authorized Signatory for Acceptance of complete Scope of Work</p>		

## 7.2. Bid Response cover letter

*(On the Bidder's letterhead)*

To,

Deputy Manager (Commercial)  
NewSpace India Limited (NSIL)  
ISRO HQ Campus  
New BEL Road  
Bengaluru-560 094  
Ph: 080-2217 2049  
E-mail: purchase@nsilindia.co.in

Dear Sir,

Ref: Submission of Bid in respect of the Request for Proposal for  
“ \_\_\_\_\_ ”

Having examined the Request for Proposal (RFP) document dated \_\_\_\_\_, sent to us by NewSpace India Limited, we attach hereto the response to the RFP as required by you, which constitutes our bid for the RFP.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to NSIL are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead NSIL in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process, we are liable to be dismissed from the selection process or termination of the contract after the execution of the contract.

We agree to the unconditional acceptance of all the terms and conditions set out in the RFP document.



Any queries or clarifications with respect to our bid may be sent to the following Primary and Secondary contacts for our company:

	<b>Primary Contact</b>	<b>Secondary Contact</b>
<b>Name:</b>		
<b>Title:</b>		
<b>Company Name:</b>		
<b>Address:</b>		
<b>Phone:</b>		
<b>Mobile:</b>		
<b>Fax:</b>		
<b>E – mail:</b>		

It is hereby confirmed that I am entitled to act on behalf of our company/ corporation/ firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this

(Signature)

(In the capacity of)

(Name)

Duly authorized to sign the RFP Response for and on behalf of  
(Name and Address of Company) Seal / Stamp of Eligible Bidder

Witness Signature:

Witness Name:

Address:



### 7.3. Power of Attorney to Authorise Signatory

#### POWER OF ATTORNEY

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]*

We, M/s. \_\_\_\_\_ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or Ms. \_\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project \_\_\_\_\_ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with \_\_\_\_\_ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

(Signature and Name of authorized signatory)

---

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

## 7.4. Bidder Profile

### A. Brief company profile of the Bidder

SL. NO.	PARTICULARS	DESCRIPTION OR DETAILS
1.	Name(s) of the Eligible Bidder	
2.	Year of Establishment	
3.	Legal status of Eligible Bidder (company, Pvt. Ltd., LLP etc.)	
4.	Main business of the Eligible Bidder	
5.	Core capabilities of the Eligible Bidder	Brief, not more than 2 pages
6.	Registered office address with contact number and email id	
7.	Corporate website URL	
8.	Local address in Bangalore, if any, with contact number and email id	
9.	Addresses of manufacturing and/or operational setup in India (Highlight the address where NSIL representative will visit for audit)	1. 2. 3.
10.	GST number	
11.	PAN number	

**B. Brief Financial information of the Bidders**

Particulars	2023-24	2022 – 23	2021 – 22	2020 – 21	2019-20
Annual Turnover (INR Crores)					
Net Worth (INR Crores)					
Net Revenue from Operations (in INR Crores)					
EBTD [Earnings Before Tax and Depreciation]					
% of Revenue from SATCOM Segment/Unit					
Share Capital					
% of shareholding by Indian					
% of shareholding by Foreign					

**C. Summary of Shareholding Pattern of the Bidder**

Sl. No	Category of Shareholder	No. of shareholders	% of shareholding
	<b>Total</b>		<b>100%</b>

## 7.5. Relevant Experience of the Bidder

### A. Summary of projects/ activities undertaken by the bidder in the area of design, development, testing, operations & maintenance of Software (preferably consisting of dynamic web-application and data processing software with IT infrastructure support) for Centralized Control Centre/Hub operations

SI #	Project/Activity Name	Client Name and Type	Project Value (in INR)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						

- *Client type – Indicate whether the client is Government or PSU or Private*
- *Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment*
- *Project Status – Completed (date of project completion) or Ongoing (project start date)*
- More Rows may be added as necessary
- If the project is ongoing, Bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate in a suitable format

## 7.6. Total Responsibility Certificate

*(To be provided on the Company letter head)*

I certify that we have understood the complete scope of work required to ensure the final deliveries as per the scope of work in RFP.

I also certify that we undertake the total responsibility for the defect free solution for the entire scope of work as per the requirement of the RFP within the duration mentioned in the RFP.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 7.7. No Deviation Certificate

*(To be provided on the Company letter head)*

### No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Signature of Authorized signatory of the Eligible Bidder)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 7.8. Declaration of Non-Blacklisting

*(To be provided on the Company letter head)*

### **Non-Blacklisting Certificate**

We confirm that our company or firm, \_\_\_\_\_, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of Authorized signatory of the Eligible Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

## 7.9. Anti-Collusion Certificate

*(To be provided on the Company letter head)*

### Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for “\_\_\_\_\_” against the RFP issued by Authority, We have not acted in concert or in collusion with any other Eligible Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

We also confirm that neither we or our members have any conflict of interest as provided in section 6.4 with respect to the conflict-of-interest terms provided in this RFP.

(Signature of Authorized Signatory of the Eligible Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:



## 7.10. Performance Bank Guarantee

Ref: \_\_\_\_\_

Date

Bank Guarantee No. \_\_\_\_\_

<Name>  
<Designation>  
<Address>  
<Phone Nos.>  
<Fax Nos.>  
<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called “bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> for <<name of the assignment>> to NewSpace India Limited (hereinafter called “the Authority”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and any other supplier shall in any way release us from any liability



under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed name \_\_\_\_\_

**(Bank's common seal)**

### 7.11. Format for Financial Bid

SN	Item Description	Make & Model	Unit Price (INR)	Qty.	Total Price (INR)	Tax	Total Price Inc. of Tax (INR)
A.	<b>IT Infrastructure</b>						
1.	IT Infrastructure for State Monitoring Centres (SMC). (Refer Table 4.3, Page-115) Note: Bidder has to provide separate price breakup indicating price for supply, I&C of one set of IT infrastructure at SMC site (Mainland & Island) as per RFP scope.			1 lot (Refer Table 4.3)			
2.	IT Infrastructure for Data Back-up & Recovery Site (Delhi) (Refer Table 4.4, Page-116 to 117)			1 lot (Refer Table 4.4)			
3.	IT infrastructure for Centralised data centre (Refer Table 4.2, Page- 113 to 115)			1lot (Refer Table 4.2)			
4.	GSAT-6 data Centre (Existing Hub Operational site) (Refer Table 4.1, Page-112)			1lot (Refer Table 4.1)			
					<b>Total Price(A) (INR)</b>		
5.	State Data Centres (Refer Table 4.5, Page-117 to 118) Bidder has to Quote, NSIL reserves rights to opt or not to opt. Based on need contract will be finalized and executed by NSIL with separate PO. <b>Note: This will not be considered for selection of L1</b>			1 lot (Refer Table 4.5)			
					<b>Total Price (INR)</b>		
B.	<b>Software</b>						

1.	Software Development, Testing and Operationalisation of GSAT-N3 (As per RFP Scope)			1 lot			
							<b>Total Price(B) (INR)</b>
C.	Operation & Maintenance (O&M)						
1.	Initially, Operation & Maintenance charges order will be for 2 years and the same may be extended upto 5 years from date of PO/Contract acceptance (includes O&M of the existing system followed by O&M with GSAT-N3). One Engineer in single shift to be deployed to support the services on 24X7. <b>Note:</b> Bidder has to provide separate price breakup indicating price per 1-shift/per one year, 2 shift/per year, 3 shift/per year.	.		Per year basis, will be paid half yearly based on ISRO/ NSIL/DoF certification			
							<b>Total Price(C) (INR)</b>
							<b>Total Price(A+B+C) (INR)</b>
D.	CAMC						
1.	CAMC for 2 years (6 <sup>th</sup> & 7 <sup>th</sup> year) after successful completion of 3 years std warranty and 2 years extended warranty for IT Infrastructure & Software maintenance support as specified in RFP. [Note: Based on need CAMC contract will be finalized and executed by NSIL with separate PO], Bidder has to Quote, NSIL reserves rights to opt or not to opt. <b>Note:</b> <i>This will not be considered for selection of L1</i>			Per year basis, will be paid half yearly based on DoF/NSIL certification			
							<b>Total Price(D) (INR)</b>

**Note: Total Price(A+B+C) (INR) will be considered for selection of L1**

## 7.12. Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

Queries with respect to clauses of RFP for selection of Agency

<b>Sr. No.</b>	<b>RFP Volume and Section</b>	<b>RFP page no</b>	<b>Content in the RFP</b>	<b>Proposed content</b>	<b>Clarification for requested change</b>
1					
2					
3					

### 7.13. Integrity Pact

*(To be provided on the Company letter head)*

#### **Pre Contract Integrity Pact (or as revised by Authority)**

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

AND

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

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

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

AND WHEREAS the Bidder is submitting a tender to the Authority for ..... In response to the NIT (Notice Inviting Tender) dated ..... Contractor is signing the contract for execution of .....

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free

from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

**1. Commitments of the Authority;**

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

**2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from**

**further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.**

### **3. Commitments of Bidders/Contractor.**

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

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

3.2 (i) The Bidder/Contractor 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 Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.

(ii) The Bidder / Contactor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.

3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.



- 3.4 The Bidder/ Contactor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/ Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores 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 Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, 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.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/ Contractor will inform to the Independent External Monitor.
- (i) If he receives demand for an illegal/ undue payment/benefit.
- (ii) If he comes to know of any unethical or illegal payment/ benefit.

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

- 3.11 The Bidder/ Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/ Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/ Contractor or any employee of the Bidder/ Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/ stake in the Bidder's/ Contractor's firm, the same shall be disclosed by the Bidder/ Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The Bidder/ Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/ work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/ Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

#### **4. Previous Transgression**

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.

- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor(s) and associate(s) whose value of the work contribution exceeds Rs 50 Crores.(Rupees Fifty Crores.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4 That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 50 Crs. (Rupees Fifty Crores) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

**5. Earnest Money Deposit and its validity i/c Warranty Period, Performance Bank Guarantee/ Bond.**

While submitting bid, the BIDDER shall deposit an EMD I/C WARRANTY PERIOD, PBG, VALIDITY ETC, which is as per terms and conditions and details given in RFP sold to the Bidders.

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

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:
  - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii. To immediately cancel the contract, if already signed, without giving any

compensation to the BIDDER.

- iii. If the Authority has disqualified/ debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the Earnest Money Deposited.
- iv. To recover all sums already paid by the Authority, with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the Performance Bank Guarantee, if furnished by the BIDDER, in order to recover the payments, already made by the Authority, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bank Guarantee in case of a decision by the Authority to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- xi. That if the Authority has terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the

contractor damages equivalent to 5% of the contract value or the amount, equivalent to Ernest Money Deposited or Performance Bank Guarantee, whichever is higher.

- xii. That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/ Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.
- 6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 That if the Bidder/ Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/ recouped the damage, if any, caused by him, the Authority may, if thinks lit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/ evidence adduced by the Bidder/ Contractor for first time default.
- 6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/ suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

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

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub- Contractor or of an employee or a representative or an Associates of a Bidder,

Contractor or Sub-Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

#### **8. Facilitation of Investigation.**

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

#### **9. Law and Place of Jurisdiction.**

That this Pact is subject to Indian Law. The place of performance jurisdiction is the Corporate Headquarter of the Authority, as applicable.

#### **10. Other Legal Actions**

- a. That the changes and supplements as well as termination notices need to be made in writing.

#### **11. Pact duration (Validity)**

- a. That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- b. That if any claim is made/ lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/ determined by Chairman cum Managing Director of the Authority.
- c. That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

#### **12. Company Code of Conduct**

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



13. The parties hereby sign this Integrity Pact at/on \_\_\_\_

<b>AUTHORITY:</b>	<b>BIDDER:</b>
Name of the Officer:	Name (Authorized Signatory):
Designation	Designation:
Witness	Witness:

## 7.14. NDA

*(To be made on Stamp Paper of value INR 100)*

THIS NON-DISCLOSURE Agreement made at Bengaluru, India on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between NewSpace India Limited a company registered under the Companies Act, 2013 and having its registered office at ISRO HQ Campus, Bengaluru – 560 094 (hereinafter referred to as “NSIL”) and \_\_\_\_\_ a company registered under the Companies Act, 1956/ 2013 and having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_”).

NSIL and \_\_\_\_\_ shall hereinafter be collectively referred to as “the Parties” and individually as “a Party”.

### WHEREAS

A\*. NSIL has floated a tender and is required to provide certain information to \_\_\_\_\_ execute the contract and/or

AA \*\*. The Parties are considering to enter into an engagement with respect to \_\_\_\_\_ [scope of services] as per the RFP no \_\_\_\_\_ (“Project”) for which each Party shall provide information (“Disclosing Party”) to the other Party (“Receiving Party”) which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the “Agreement”) the term “Confidential Information” shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the Project to the Receiving Party including without limitation any written or printed documents, specifications for the MSS terminal, designs, technical details, facility layouts, general arrangement plans, production schedules, drawings, samples,



models, information regarding operations, financial information, strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any employee to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof.

For the purposes of this Agreement, the term “Receiving Party” shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns provided any claim in connection with the Agreement shall only be made against \_\_\_\_\_ (the receiving party).

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party’s decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.

(b) Be only disclosed to, and used by, those employees or directors who have a need to know.

(c) Not be disclosed to a third party except those with a need to know provided

they receive such information subject to the same restrictions as are contained in this Agreement.

(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of execution of the project.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever except for one copy for its professional records purposes subject to confidentiality obligations herein.

6. The Receiving Party shall have no obligations or restrictions with respect to:

(a) Information publicly known through no wrongful act of the Receiving Party.

(b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.

(c) Information which was already known, or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).

(d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party:

(a) Disclose to any person, directly or indirectly:

i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or

ii) The fact that any discussion or negotiation is taking place concerning the Project; or

iii) Any of the terms, conditions or other facts with respect to the Project, including the status thereof; or

(b) Make any private or public announcement or statement concerning or relating to the Project.

9. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and

b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.

c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.

The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall be liable to the Disclosing Party for such loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement as awarded by a court of competent jurisdiction. The Disclosing party will revoke the bank guarantee in case of any breach.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information as notified by Disclosing Party.

b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.

c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of \_\_\_\_\_ years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction

in Bengaluru.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To NSIL

To M/s

Address:

Address:

Phone No.:

Phone No.:

Fax:

Fax No. :

E-mail:

E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named

Signed by the within M/s NSIL

In the presence of

In the presence of

## 7.15. E. M. D. BANK GUARANTEE FORMAT

WHEREAS M/s. \_\_\_\_\_ (Name & Address of the Firm) having their registered office at \_\_\_\_\_ (Address of the firms Registered office) (Hereinafter called the 'bidder') wish to participate in the tender No. \_\_\_\_\_

for \_NewSpace India Limited (NSIL) and WHEREAS a Bank Guarantee for (Hereinafter called the "Beneficiary") Rs. \_\_\_\_\_ (Amount of EMD) valid till \_\_\_\_\_ (Mention here date of validity of this Guarantee which from the date of the submission of Tender's offer) which is required to be submitted by the bidder along with the tender.

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

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

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

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

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Amt. of E.M.D.) (Rupees \_\_\_\_\_) (in words). Our Guarantee shall remain in force till \_\_\_\_\_ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

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

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

NAME OF DESIGNATED BANKS:

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

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

## 7.16. BID SECURITY DECLARATION FORM

### (On Bidders Letterhead)

Date: .....

RFP/Tender No: .....

To,

The Deputy Manager (Purchase)  
NewSpace India Limited  
HSFC Building, ISRO HQ, New BEL  
Road,  
Bengaluru - 560094

1. I/We, the undersigned, declare that M/s \_\_\_\_\_ is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

2. As per the tender / RFP no: \_\_\_\_\_ floated for \_\_\_\_\_ at para no \_\_\_\_\_ a Bid Declaration Form In lieu of Bid Security is required to be submitted by me / as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).
3. I/We accept that I/We may be disqualified from bidding for any contract with you for period of \_\_\_\_\_ (as per the OM dated 12/11/2020 they will be suspended or the time specified in the tender documents. Hence the said period may be mentioned herein) year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
  - a) have withdrawn/ modified /amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid, or
  - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to accept the contract, if required, or (ii)



fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

4. I/We understand this Bid Security Declaration shall cease to be valid if I am/We are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
5. I/We declare that I am the authorized person of \_\_\_\_\_ to make the declaration for and on behalf of \_\_\_\_\_ Letter of Authority for executing declaration is enclosed.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of: (Insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (Insert complete name of bidder) Dated on \_\_\_\_ day of \_\_\_\_\_ (insert date of signing)  
Corporate Seal (where appropriate)

(Note in case of a Joint Venture, the Bid Securing Declaration must be in the names of all partners to the Joint Venture that submits the Bid)



NewSpace India Limited (NSIL)  
[A Government of India Company under Department of Space]

## INVITATION OF BIDS/ REQUEST FOR PROPOSAL (RFP)

### **Volume II: Detailed Scope of Work, Deliverables, Delivery schedule and Technical Specifications**

Tender Reference Number: Ref. No. NSIL/ RFP/ VCS/ MCS/ 2024/ 01  
Date of Publication: 20 April 2024



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## **1. Chapter 1: Scope of work/ Deliverables**

### **1.1. Introduction**

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

ISRO, as part of technology development programme, developed low data rate two-way MSS terminal for tracking boats. This technology was best suited for providing communication and support services to marine fishing vessels to ensure safety and security of fishermen. After successful development of vessel tracking technology at ISRO, the same got transferred to Indian industry partners for bulk production and capacity building. Government of Tamil Nadu has already adopted this technology solution from ISRO and it is in the process of installing vessel communication and support system for nearly 5000 fishing vessels through Indian Industries.

In view of the utility of this system and its national importance, Department of Fisheries (DOF) has engaged NSIL as an implementation agency, responsible for National rollout plan, wherein vessel communication and support system need to be implemented in all coastal states including union territories, as part of Pradhan Mantri Matsya Sampada Yojana (PMMSY). This initiative, in addition to providing safety and security for the fishermen would also mitigate sea borne threat concerns from national security perspective.

In order to provide the intended solution to Dept. of Fisheries (DoF), Govt. of India for vessel communication and support system, NSIL has undertaken the activities that includes establishment of a dedicated MSS Satcom network for supporting Emergency Communication and Tracking of Maritime assets. This includes establishment of dedicated 9m C-band ground station and hub baseband system within DOF premises, arranging for satellite bandwidth & guiding required service approvals and building satellite terminals (also called transponder by users) for field deployment across coastal states/ UTs through competent Indian Industries.

This RFP describes all features of Hub software and related IT infrastructure required to support the national Vessel Communication Support network.

A centralized hub will gather the position data of all the maritime assets in real-time, support two-way emergency messaging and broadcast weather and PFZ alerts etc.

through this network. Centralized web-based Network Management System software will perform all network management & control applications and provide access to all stake holders/states to perform management and administrative operations as per their governing guidelines. The location data may also be shared through a secure private communication link to different user agencies in their premises for further monitoring and analysis.

### 1.1. Network Description

The block diagram of the proposed MSS network and its configuration to meet the requirements of monitoring of maritime assets and Emergency communication is shown in Figure 1.

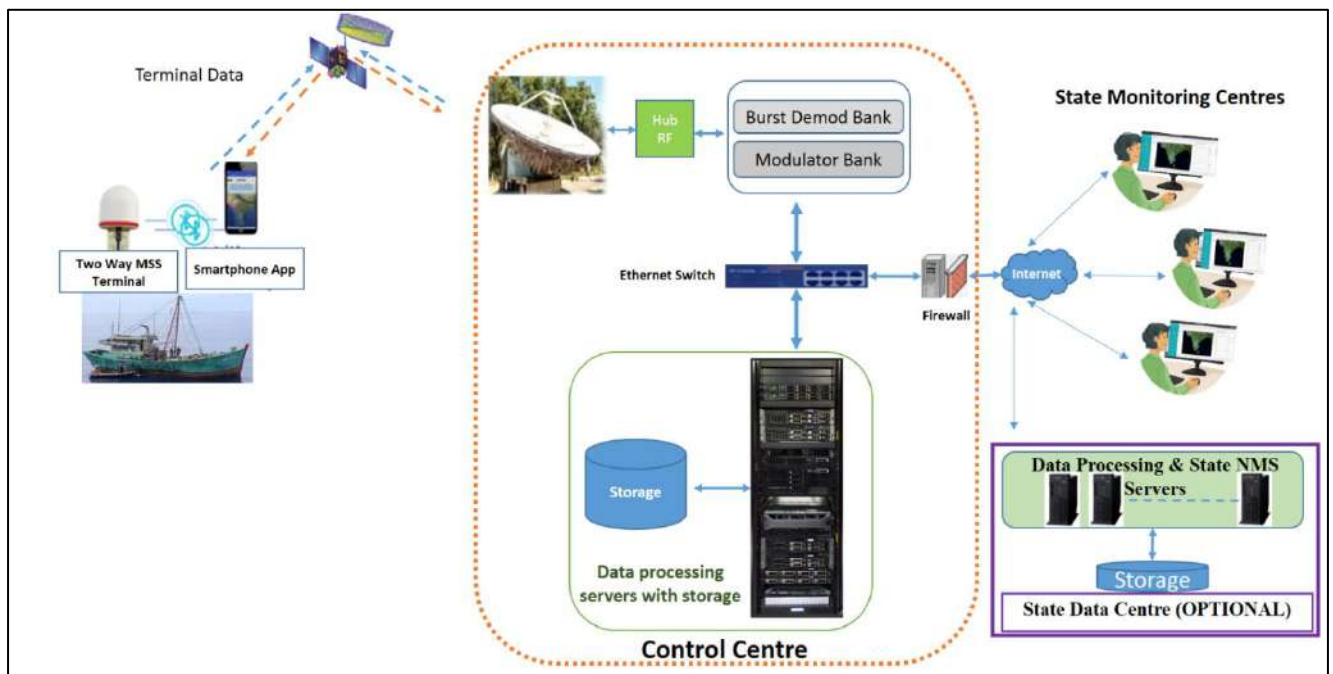


Figure 1: MSS SatCom Network Configuration for DoF

The proposed satcom service network has three major elements:

1. S-band MSS Transceivers (user terminals called Transponder; User Segment)
2. Space Segment (SxC & CxS MSS Transponder)
3. Ground Segment (9m C-band hub with baseband hardware, Network Management Software solution)

The transponder will be mounted on Maritime Assets and will communicate to Ground station (9m Hub) using High Power MSS satellite for reporting its position periodically and for emergency communication. The network can also perform an emergency broadcast

of weather or any other alerts of user interests like Potential Fishing Zone or International Maritime Boundary Crossing alerts etc. Following are the salient features supported by the network:

- ✓ Periodic Position Reporting
- ✓ Two-way Messaging
- ✓ Automatic Boundary Crossing Alerts (Based on Geo-fencing done by network owners)
- ✓ Emergency Weather Alerts, PFZ information dissemination
- ✓ Navigational Assistance to pilots/Fishermen

The services will be supported by the Central Control Station (CCS) at Hub. The central control station will include Network Control Processor Software (NCP) & Network Management System Software (NMS). NMS will provide all network management and monitoring functionalities and provide filtered data to every state for respective asset management and control applications. This will also have a GIS system built into it to provide a consolidated network view to central administrators for ancillary decision-making tasks.

Presently, Hub Software is developed by SAC/ISRO and is operational from SAC, Ahmedabad with GSAT-6 satellite. It will continue to operate till GSAT-6 End-Of-Life. Post this, the new Hub Software developed by the successful bidder, as per specifications given in this RFP, will be operationalised from Central Data Centre at INCOIS, Hyderabad with GSAT-N3 satellite.

## 1.2 Scope of Tender

This RFP is for the design, development, testing, installation, operations and maintenance of CCS-Hub Software and related IT infrastructure for complete Vessel Communication Support solution. Following is the scope of RFP:

- 1) Supply, Installation & commissioning of IT Infrastructure, Operation and Maintenance support of existing CCS-Hub software solution and IT infrastructure (Refer table 4.1, Page 112) till GSAT-N3 becomes operational
- 2) Supply, Installation & commissioning of IT Infrastructure at 70 State monitoring stations (Refer table 4.3, Page 115) and One data backup & recovery site at DoF (Refer table 4.4, Page 116 to Page 117).
- 3) Supply, Installation & commissioning of IT Infrastructure at Centralized Control Station at INCOIS, Hyderabad (Refer table 4.2, Page 113 to Page 115)
- 4) CCS-Hub Software development, testing, operation & maintenance for GSAT-N3 satellite.

- 5) Comprehensive Maintenance of IT Infrastructure, O&M of Software for 5 years (3 years std. warranty and 2 years extended onsite warranty) from acceptance PO/Contract.
- 6) CAMC for 2 years (6<sup>th</sup> & 7<sup>th</sup> year) after successful completion of 3 years std warranty and 2 years extended warranty for IT Infrastructure & Software maintenance support as specified in RFP. Based on need AMC contract will be finalized and executed by user with separate PO. CAMC will be paid on per half yearly basis, based on user certification or nominated Authority.

The vendor has to ensure compatibility of CCS-Hub Software with User Segment (MSS terminals). The detailed network communication is stated in “Protocol document for communication between terminal and HUB”. Interested vendor can access this document after signing proper NDA with NSIL.

The detailed description of work is given in subsequent sections of RFP. The scope of this RFP is to comprehensively address all the task detailed above to meet the network requirements. Any additional accessories (cables, connectors etc.) needed for successful execution of the project is to be considered as part of scope of this RFP.

## **2.Chapter 2: Technical Details of CCS-Hub Baseband Software**

The Hub baseband software (CCS-Hub Software system) for managing and monitoring of maritime assets comprises of the following software elements:

- Network Control Processor (NCP)
- Network Management System (NMS)
- Database Management System (DBMS)

NCP is the main controlling software, which interfaces with demodulators and modulators over Ethernet interface. It processes the data received from terminals, dynamically allocates TDMA slots to terminals and manages network activity. NCP also controls the transmission of control information and messages to terminals. It archives all the network activity in database.

NMS is a web-based software for centralized monitoring and control of vessels at sea. It enables system administrators and operators to manage the network and monitor the location of terminals installed in boats. NMS web-application can be accessed through standard browsers and through a custom-made smartphone application. A single NMS web application exists for all the states and UTs. Role based data segmentation for each state is done by NMS software. The users belonging to a particular state can monitor and control only the terminals registered for that state/UT. Administrator at centre level can monitor all the boats registered in the network.

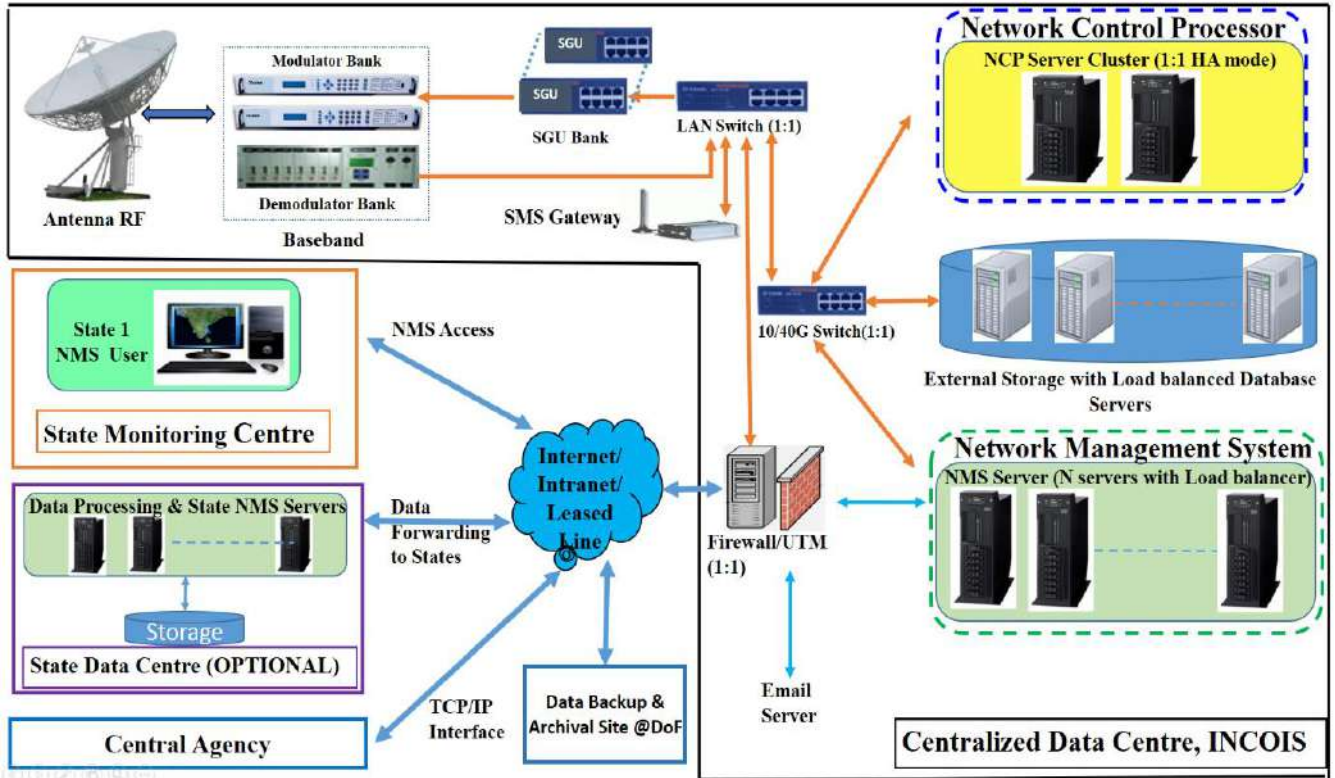
Database Management System will archive all data related to vessel location, registration, user logins, network configuration and activity.

This section provides the preliminary information and system requirements for design, development, testing, deployment, operations and maintenance of Hub baseband software. The system as well as the functional requirements may undergo some changes due to the on-going refinement of the user requirements. The vendor is required to provide software upgrade/update support for bug fixing, minor feature upgrade or any change arising out of operational need/ platform update as mandated by end Customer (DoF)/Authority after approval/vetting by Authority/NSIL at no extra cost.



## 2.1. Network Details

The detailed network diagram is shown in figure.2 and briefly explained below:



**Figure. 2 Detailed Network diagram**

**NCP:** A cluster of High Availability servers (main and redundant) hosts NCP software. NCP receives return link data from burst demodulators over Ethernet (UDP), processes the data and archives it in database. It sends control information and messages to modulator for transmission to vessels in forward link. External storage is used for data archival. Multiple server clusters may be deployed for handling load of network if required.

**NMS:** A cluster of multiple high-end server machines hosts NMS web-application. Load balancer distributes the web/mobile application traffic load onto these servers. NMS is accessible through two interfaces: Standard web-browser & smartphone application.

**External Storage:** All data exchanged between hub and terminals is archived in external storage. This storage may also have multiple database servers with load balancing to ensure fast data access.

**Load Balancer:** Hardware/ software load balancer will be used to balance the load between web server and database for faster NMS access

**SMS Gateway:** For sending important information to stakeholders over SMS

**Data Access:** Users can monitor network activity by logging in to NMS web-application or over smartphone application

**Data Exchange:** The data exchange between NCP and NMS can either be over TCP/IP interface (if not co-located) or by accessing common database. Final configuration will be decided during design review.

**State Monitoring Centre:** Each state will maintain multiple network monitoring centre which shall be used by operators and administrators to login to NMS application and monitor their maritime assets. It will house computers from where operator can log into NMS and display systems where NMS dashboard can be shown. The users have to login with their login id to web-application using which they can monitor the vessel location, send messages and do administrative tasks like terminal management, user creation, fisherman registration, etc.

**State Data Centre (optional):** Although centralized data repository is maintained at Centralized Data Centre, INCOIS, data can also be disseminated to states and archived at designated State Data Centre (SDC) if required. Only the data pertaining to that state will be given to maintain data privacy. Data will be disseminated through secure leased line/Internet/Intranet connection with minimum 10Mbps speed. Data transfer will be done through well-defined interface. It will include robust application and data replication/synchronization mechanism implementation to maintain consistency across the central and state databases. In case the states require to maintain their own data, then separate IT infrastructure on a scaled down version to be maintained. This is an optional item.

**Data Backup and Recovery site:** All the data from Centralized Data Centre (CDC), INCOIS will be archived at this location for backup and recovery. The vendor should provide robust application and data replication/synchronization mechanism implementation to maintain consistency between the CDC and backup site. The backup should preferably be done in real time and should resume from last backup point in case of network failure. A copy of all the operating environment and executables shall also be maintained at this site for recovery purpose. The proposed site is at DoF, New Delhi.

**Data dissemination to Central Agency:** All the vessel position reporting data has to be forwarded to Central Agency (Delhi) for their internal analysis. This data shall be converted to suitable format before forwarding over TCP/IP interface. Secure leased line with min 10Mbps speed shall be established for the same.

**Data Centre and IT infrastructure:** The Centralized Data Centre (CDC) will house all the data processing servers, storage equipment, networking components and IT infrastructure.

The NCP software and NMS web-application will be hosted from this data centre. This data centre will be established at user site/control room. All the users/operators can access the NMS (hosted from the data centre) through Internet/Intranet from any remote location in any state.

The computing resources will consist of high-performance servers in High Availability mode, storage system, network switches, SMS gateway and firewall/UTM in a rack-based solution. Data centre also houses display monitors for displaying network activity and monitoring systems (high end workstations).

The Supply & Installation & commissioning of IT Infrastructure, Operation and Maintenance support of existing CCS-Hub software solution and IT infrastructure should be provisioned from present location till GSAT-N3 becomes operational and till the operational services are shifted to Central Data Centre at INCOIS.

## 2.2. Features and Functional Requirements of NCP

NCP software processes all the data that is exchanged between ground segment and user terminals. It is a high performance multi-threaded software to support lakhs of terminals in the network. NCP should implement network functionality as per well-established communication protocol defined by ISRO which may undergo minor changes in future based on user requirements. The broad features of NCP are given below:

### ❖ **Interface with burst demodulator, modulator, SGU**

- Receive data from multiple burst demodulators over Ethernet interface (UDP)
- Send data to multiple SGUs with rate control over Ethernet interface (UDP). SGU then converts the data to HDLC format and forwards to modulator
- Support for configurable number of forward and return channels
- Support for multi beam network. Should be scalable to support future space segment

### ❖ **TDMA Slot Allocation**

- Request based dynamic TDMA slot allocation to terminals
- Slots to be allocated only to registered terminals
- Configurable reporting interval (based on distance of vessel from coast, any other condition defined by the user)
- Slot allocation and release should be done as per well-defined communication protocol

### ❖ **Data transmission in forward link (Hub to Terminal)**

- Sending data (control information and messages) to terminals in rate-controlled manner
- Sending messages in continuous / discrete mode
- Unicast/ user-multicast/broadcast message transmission

❖ **Processing of data received in return link (Terminal to Hub)**

- Processing and decoding the data received from terminals such as position reporting, slot requests, messages, etc.
- Queue management and flow control to prevent data loss

❖ **Capacity, load and speed requirement**

- The software to be qualified for 500,000 terminals
- Should support load of concurrent slot request and data processing
- Packet processing time should not exceed the slot duration (500ms) to ensure that no packet is lost while processing
- Multi-threaded software to support concurrent data processing of multiple terminals
- Timelines for sending response packet back to the terminal such as acknowledgement, slot allocation, message, etc. as per network timings
- The solution should be able to handle minimum 1000 packets per second

❖ **Data archival**

- Archival of all the network activity and data exchanged between terminals and hub (such as terminal position, slot allocation/release activity, message records) and other system events / alarms in database with timestamp

❖ **Log creation**

- Creation of readable day wise log file. All events, network activity and alarms shall be written in the log file with timestamp

❖ **Mobility management**

- NCP should take care of seamless zone/beam handoff operation when a terminal moves across zones/beams
- Terminal position will be used to determine if slot needs to be forcefully re-allocated

❖ **Data forwarding**

- Data forwarding to NMS through TCP/IP (if this mode is designed)
- Data formatting & forwarding to State data centre through secure link with suitable formatting (TCP/IP, FTP, etc)
- Data formatting & forwarding to Special User through secure link with suitable formatting (TCP/IP)

❖ **General Features**

- NCP is a standalone software running as a service in Linux server in HA mode. It is the most crucial software as all data processing for forward and return link is done by NCP. Hence, it shall be designed to be highly reliable with high availability.

- NCP shall be designed in modular way such that the load of the network data processing can be split among multiple processes and servers to meet performance requirements, if needed
- It shall run 24\*7 and shall recover from failure state immediately
- Software design shall be scalable. New forward/return channels can be added seamlessly without any code changes
- Software shall be reliable, fault-tolerant and flexible
- Shall run as cluster service in high availability configuration
- Servers should be synced with NavIC enabled GNSS time
- No packet loss shall take place
- It should handle all exceptions during field operation. System should recover from the last breakdown point in case of NCP failure. System should gracefully recover from any failure
- Solution should be certified on RHEL 8 or above OS.

## 2.3 Features and Functional Requirements of NMS

### 2.3.1 NMS System Architecture

The NMS software shall be designed to have three-tier architecture comprising of presentation, application data processing and data storage layer.

#### I. Database Tier:

All data, spatial and non-spatial shall be stored in database tier. Database may use any suitable database which acts as the physical store for the information. However, solution chosen should not have the limitations of license/ proprietary software. Application tier shall access all data from this tier and work with it in a variety of files and formats. The database/geodatabase shall have a comprehensive data model for representing and managing geographic information. This data model shall consist of a series of tables, holding feature classes, raster datasets, and attributes.

#### II. Application Tier:

**GIS Map Server Module:** Free open-source GIS software shall be used to carry out the enhanced processing and display of spatial data like managing and sharing geographic information and displaying maps or other geographic information within the web application. It shall provide access to particular GIS resources and functionality, such as managing base maps, displaying map layers, creating and managing areas on map, measuring distances and areas and other related GIS map-based operations.

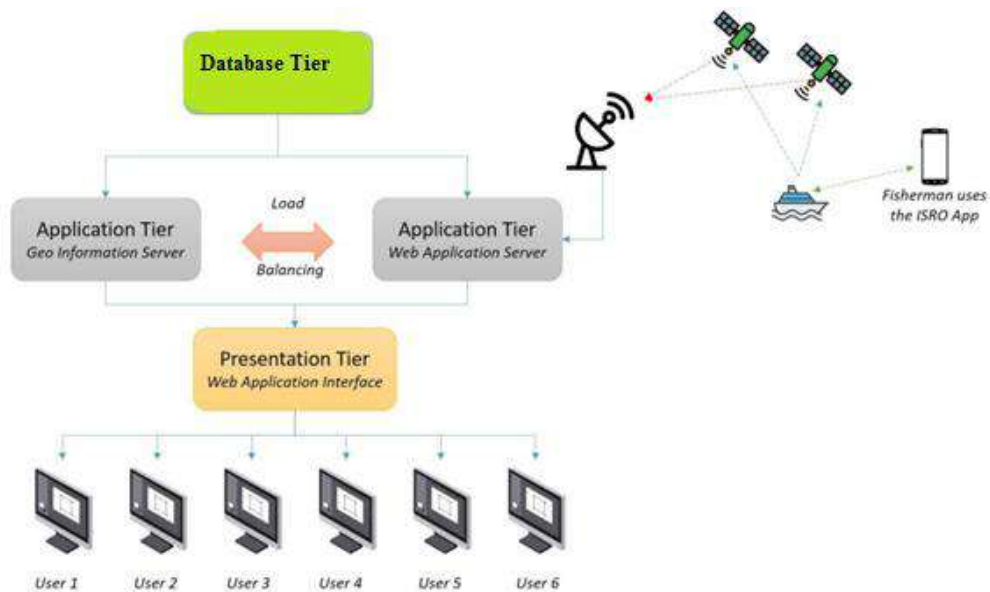
**Application:** The NMS shall be a web-based software, which combines the spatial and non-spatial functionalities (which is described in detail following sections). Suitable

technologies shall be explored and used for development of web application in order to meet the user requirements.

The web application and GIS application may be hosted on different servers to support load balancing to improve system performance.

### III. Presentation Tier

Presentation Tier shall offer access to the NMS using following standard interfaces: (1) Standard web browser and (2) Smartphone application



**Figure 3: 3-Tier architecture of NMS**

#### 2.3.2 Functional Requirements of User NMS

The NMS shall provide user-friendly web-based interface to system operators for performing monitoring and management activities from any location. The broad features and functionalities of User NMS are listed below

##### ❖ Vessel Location Monitoring and Tracking

The NMS shall provide tools for monitoring of vessel location, viewing of vessel track in real time and offline mode, viewing vessel location on GIS map and also in tabular format. It shall also provide GIS tools to perform spatial analysis, such as determining shortest distance from vessel to coastline, select vessels with certain spatial conditions, etc.

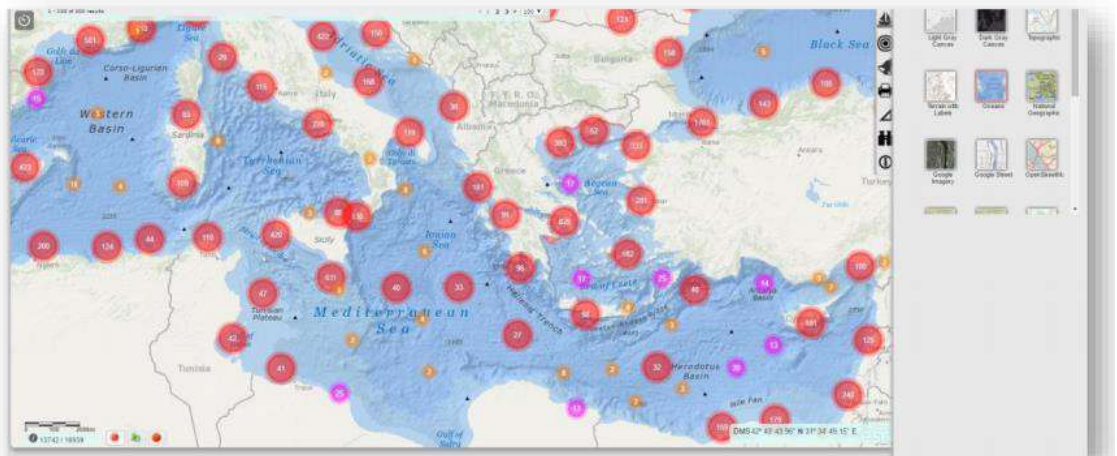
The NMS shall provide the following features for vessel location monitoring:

- **Display of vessel location on different GIS basemap**

The vessel location shall be displayed on GIS map with option of using various basemaps. Basemap consist of a background of geographical context. Operators can change the basemap of the current map any time by selecting the suitable basemap from gallery. eg:



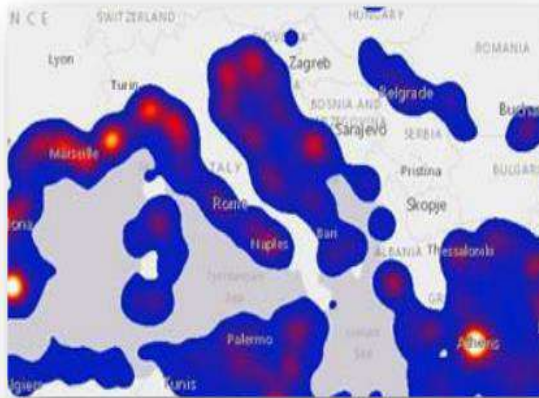
Ocean basemap view:



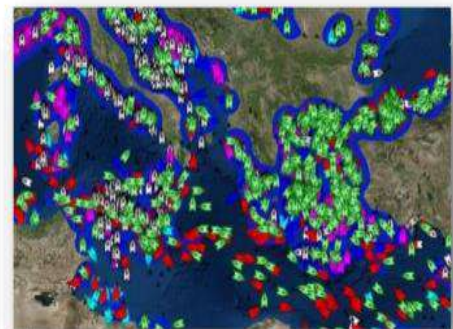
Imagery basemap view:



Heat map view:



Simple Point Map:

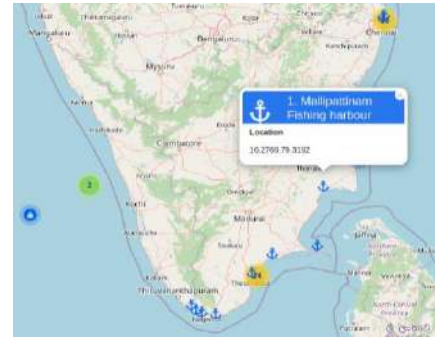


**Figure 4 Basemaps**

- **Map Overlays**

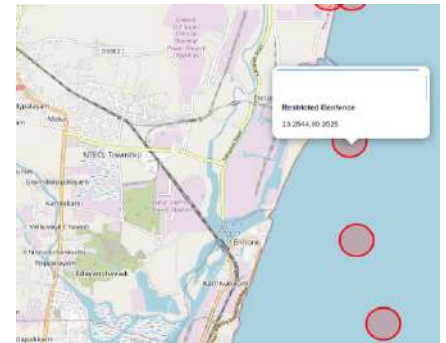
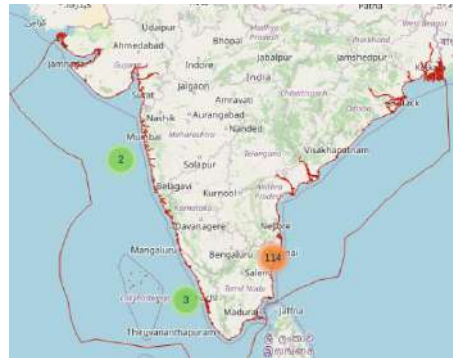
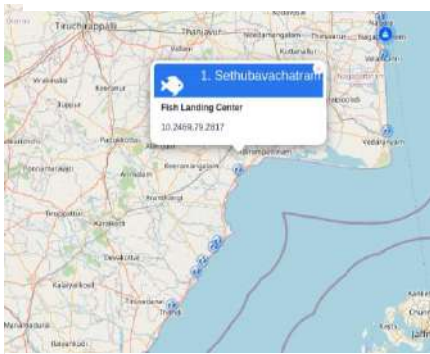
Map should display various overlays like Cyclone path, fishing harbour, fish landing centre, fish landing point, IMBL, 5NM, 12 NM, Restricted geofence, PFZ, IMD region, weather alerts, etc





Map Overlays

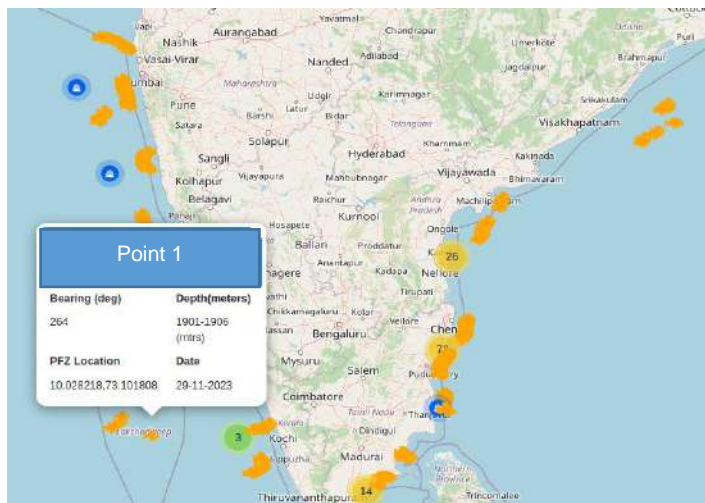
Fishing Harbour



Fish Landing Centre

IMBL

Restricted Geofence

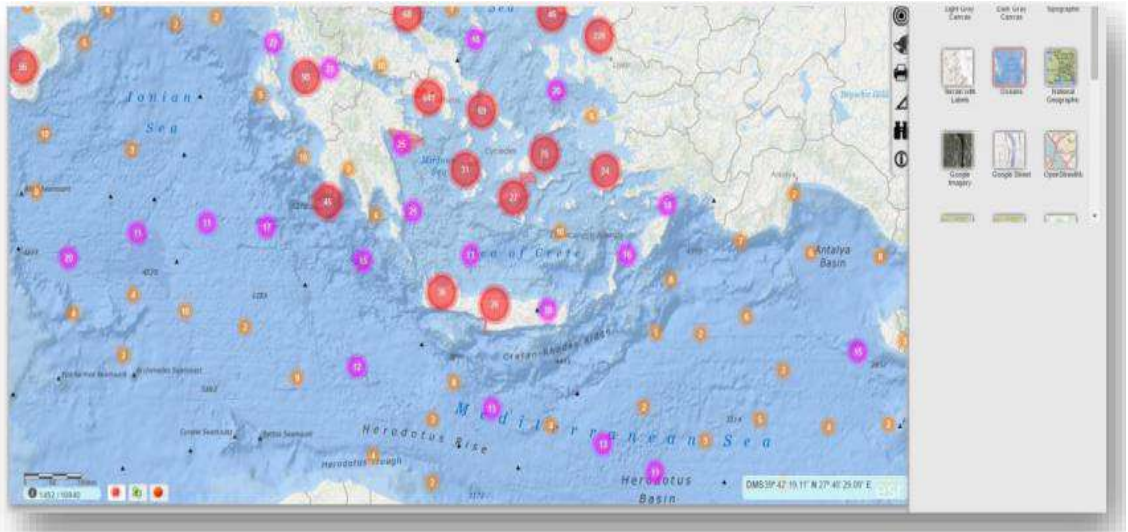


Potential Fishing Zone

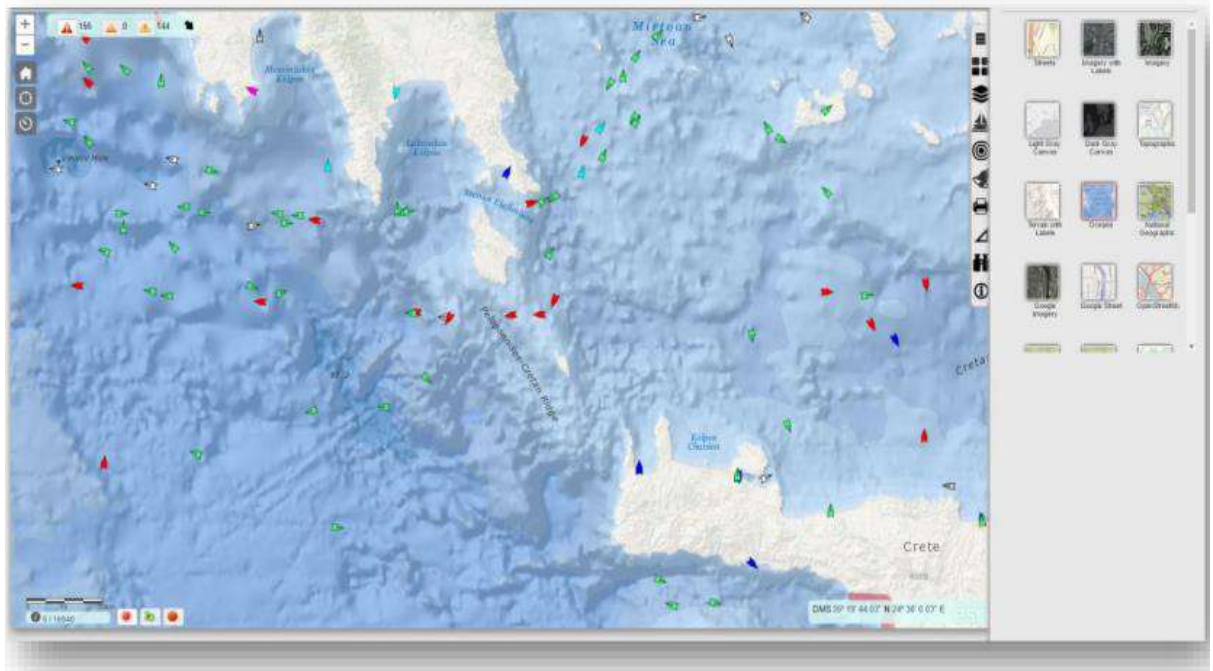
**Figure 5 Map Overlays**

• **Real Time Vessel Position Tracking**

**Cluster Tracking:** Display vessel positions in clusters, differentiated with color grading and size, depending on the number of vessels gathered under each cluster. Clustering can be enabled/disabled based on user selection on map

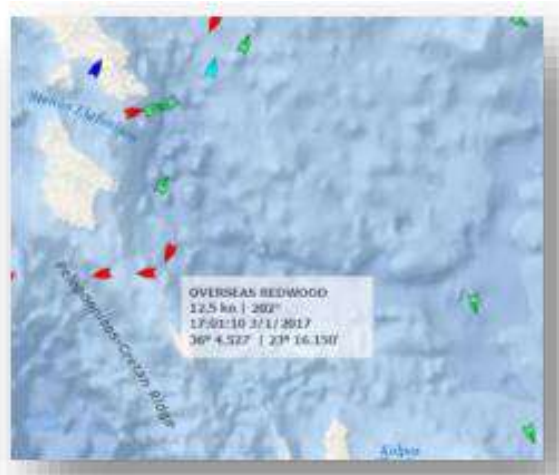


**Vessel Position Tracking:** The application shall display live position of individual vessels. It shall display the location and associated data of each vessel in a user-friendly manner



- **Tool tip Support**

Suitable information about the vessel location, type and owner shall be displayed when the icon of the vessel is clicked or when user places the pointer on the vessel icon



- **Vessel Trail Display**

The application shall support displaying of vessel trail in real time (current trail) or in historical mode. In historical mode, the trail of the vessel shall be displayed between the start and end times entered by the operator. Animation for historical track display shall be shown.

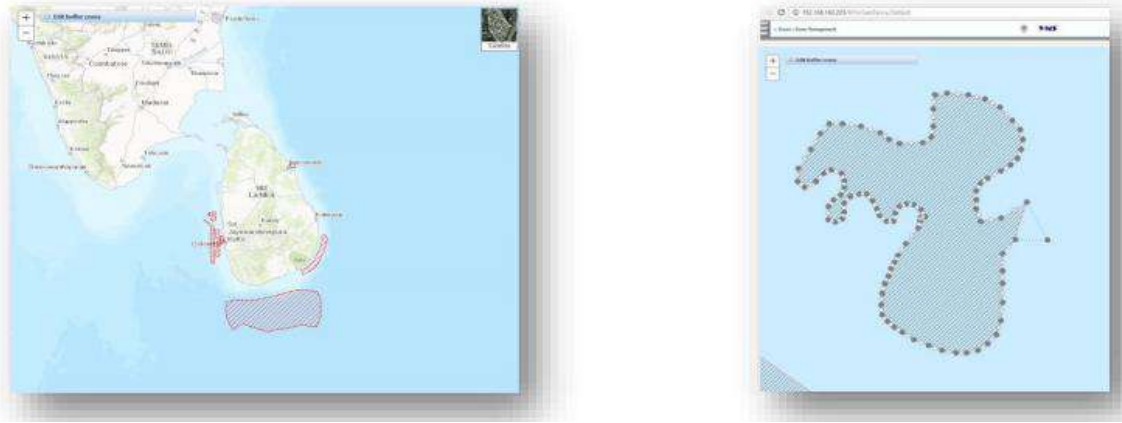


**Figure 6 Vessel Trail Display**

- **Surveillance Area Management**

The Application shall facilitate adding/deleting areas under surveillance on GIS map (geofence creation). The NMS shall enable the user to monitor the activity of vessels inside these zones. The areas shall be editable based on user convenience. User can also upload a file for creating geofence. It shall enable the users to create and edit custom Geofence/ restricted zones.

Admin should have an option to create Surveillance Area by using Circular, polygon, free-hand drawing and latitude/ longitude entry. It shall enable the users to create and edit custom Geofence restricted zones. Suitable alarm to be generated when a vessel enters/ approaches/ leaves restricted area.



**Figure 7 Geofence creation**

- **Distance measurement**

There shall be provision to measure distance between points drawn on map

- ❖ **Situation Awareness Alerts, Alarm Generation and Management**

- The User NMS shall enable the user to create and manage custom alerts per restricted zone, time period, vessel type, and vessel speed, etc. It shall perform following activities:
  - Generate alarm when a terminal approaches or crosses International Maritime Boundary
  - Generate alarm each time a vessel enters, leaves or passes a surveillance area (or a restricted zone)
  - Generate alerts for terminal switch off/on, cover opened, power disconnection, vessel speed, vibration, temperature alerts, etc
  - The alarm for individual boats shall be configurable via application
  - Generating alarm when an alert/emergency message is received from the vessel
  - Audio-visual alarms shall be generated to alert the operator
  - Provision for sending alerts in SMS / emails to registered users
  - The Application shall have an option broadcast a Message by selecting of district / region/Cluster or selection on the map
  - The user NMS shall have an option to list out all restricted zones with custom alerts assigned to it
  - Summary of received alerts, position reports, number of active terminals, etc to be shown on dashboard for quick overview

- ❖ **Bi-directional Communication between Vessels and Control Centre**

- The NMS shall enable the operator stationed at control centre to send messages to vessels in the sea. These messages can be weather alerts, cyclone alerts, PFZ, text messages (multi-lingual) or any emergency message
- It shall also display the messages received from vessels and generate alarms as and when necessary
- Display list of sent and received messages with filters (vessel no, terminal id, time, location, region, etc)
- User shall be able to send messages in broadcast/ unicast/ user multicast mode.
- Group messaging also to be enabled by selecting multiple terminals, selecting an area on map and deriving all terminals that are inside that area

#### ❖ **Report Generation and Alert Processing**

- Report generation in PDF/Word/Excel/CSV/HTML format and provision of various statistical tools for data analysis
- The types of reports shall include but not limited to the following types:
  - Stay time in Zone: The time that a vessel stayed inside a zone, calculated in minutes
  - Vessel position report
  - Messages sent to terminals
  - Messages received from vessels
  - All kinds of alarm generated and processed
  - NMS user activity
- All reports shall include various filters (vessel id, terminal id, time, etc) which the users can apply to limit the presented data accordingly

#### ❖ **Management of fishing trips**

It is proposed to have a fishing trip declaration in the NMS. Whenever a vessel starts journey an operator will be declaring the start of trip (issue of token) and as soon as the trip gets over it is declared as end of trip (deposit of token).

Suitable interface for entering the start/end of trip by operator and the details of each crew member shall be provided along with the terminal and vessel id. The NMS shall enable monitoring of the fishing trip of each vessel. It shall present information about the boat, crew members, start time of voyage, end time of the voyage, location track of the fishing trip on GIS map, distance travelled and any other relevant details. It shall display district wise trips, number of boats on fishing trips and their details.

#### ❖ **Vessel, Boat Owner & Terminal registration and management**

The application shall enable registration of terminals, vessels and boat owners. It shall enable the users to carry out tasks such as:

- Syncing terminal registration details with external agency database (Realcraft) over well-defined interface and protocol
- Entering terminal, vessel and boat owner details
- Grouping of terminals based on type of activity or area of operation (separate tasks can be assigned for monitoring of each group of vessels)
  - Adding permitted area/duration of operation of each terminal
  - Fishing License management
  - Enabling/disabling a terminal in the network
  - Viewing of all the terminal details
- ❖ **Fuel Subsidy Management**
  - Trip distance calculation
  - Auto calculation of subsidy based on trip duration & distance travelled based on standard algorithm. It will be decided at the time of design review (DDR)
  - Support for submitting fuel bills
- ❖ **E-Trading (Fish Catch Management)**
  - Submit/ viewing details of fish catch per vessel as per defined protocol
  - Data forwarding to any other e-trading agency as per requirement
  - Forwarding of data to vessels from external e-trading agency
- ❖ **Weather and PFZ Data Intake and Forwarding on Satellite Link**
  - The NMS shall interface with INCOIS server to take Potential Fishing Zone data and with IMD server to take cyclone and weather alerts data. This data shall be appropriately formatted and sent to terminals in forward link.
  - Suitable interface shall be built to configure weather alerts like cyclone description, broadcast repetition interval, start and end time, severity of alert, etc.
  - There shall be option to configure the broadcast interval of PFZ and weather alerts
  - The User NMS shall also have feature for future extensions like data intake from or data forwarding to other authorities/agencies/organizations. It shall have the ability to combine information from a range of different data sources also (vessel devices, sensors, AIS, etc.)
- ❖ **User Registration and Management**

The User NMS shall have various users, each with a specific role and privileges. The types of users and their responsibilities shall be finalized based on end-user requirements.

The different types of proposed users and their responsibilities shall be:

- Administrator (Centre level)

At the highest level, there shall be a system administrator. This user shall have full rights and privileges to monitor and control the entire network. This user can monitor the activity of all terminals in entire network. It can create all types of users and restrict their privileges

- Super Administrator

This user can perform all functionalities of System Administrator and also do network configuration. He can configure the number of forward and return channels, view status of all network devices and configure them remotely.

- State Administrator (state level)

The state administrator can create other users, define their roles and access control list, manage the master data, configure the application etc for its own state. This user can only monitor the activity of terminals registered under its own state. There shall be an Admin Panel on the NMS website for accessing these functionalities.

- System Operator (state-district level)

This type of user can monitor the daily network operations and the activity of vessels registered under its own district/region.. Operator has less administrative privileges than the state admin.

- Boat Owner

This user can view the current and historical data about location of the boats owned by him. He can view messages exchanged between these vessels and the control centre. He can also send messages to these vessels. This user can also view the trip details of each vessel, crew details for each trip and other related details.

- Terminal Manufacturer

This is for the terminal manufacturer who can view all the terminals that are manufactured by them. They can send messages, view received messages and view network activity for specific set of terminal IDs.

The NMS shall have following features related to user management:

- Functionality to add user group, terminal manufacturer, NMS users and access to this based on user role
- Access to the functionality of the application will be controlled based on the user role type
- The system must allow the user to create / update / soft-delete user and user profile

- The specific tasks that a user can perform shall be defined by the system administrator. The NMS shall provide for role-based control for the functionality within the system.
- The NMS shall allow changes to security attributes for groups or users (such as access rights, security level, privileges, password allocation and management) to be made only by super-user
- System shall allow user to track boats on daily basis and generate daily/weekly/monthly reports of vessel position/ other parameters etc.

#### ❖ **User Interface Requirement**

The User NMS shall be a web-based software which shall be hosted over Internet and use SSL based encryption. The NMS application shall be viewed from the following standard interfaces:

1. Standard web browsers
2. Smartphone Application (Android)

The various features and functionality of application and smartphone app will be activated based on the role of the user. The features of NMS and smartphone application will be finalized based on end-user requirements. The user interface of the application shall have following features:

- The users can access the data only after successful authentication. System should allow a maximum of three attempts to login in case of failed login. This should be followed by a period of access denial
- The user interface shall be user friendly, aesthetic and intuitive
- All pages to include auto-refresh/update of the data without user intervention
- Suitable features for network security shall be established (hosting over HTTPS, encrypting of data transmitted between client and server)
- User session management to be implemented.
- User authentication and role-based authorization to be implemented
- The data segmentation based on user role and data ownership by state shall be implemented
- The NMS shall best viewed with minimum 3 standard web browsers (IE, Firefox, and Chrome). All interface/pages performing similar functionality will have consistent look and feel.
- Appropriate titles shall be given to each page. The titles will specify the functionality of the Page.
- Navigation facilities will be provided to navigate from one page to another page with minimum number of clicks
- System should allow the user to regenerate a lost password/reset password with set of hint questions



- Multi-lingual support

#### ❖ **Device Configuration & Management**

NMS should enable the system administrator to configure, manage and monitor various devices used in the network. It should have the following features:

- Interface for remote configuring of devices such as burst demodulator, modulator, etc
- Interface for remote monitoring of devices
- Configuring the number input and output channels, port numbers, IP address, etc for use by NCP
- Access to this feature should be allowed only to system administrator (preferably after entering secure password)

#### ❖ **System Monitoring**

- Viewing status of all software services
- Viewing status of connection to external agencies

### **2.3.3 DBMS & Data Archival**

Data shall be archived as per the archival policy stated by the end user. Minimum 1 year data needs to be archived. Provision for regular data backup shall be provided. Data recovery mechanism shall be worked out for data restoration in case of any failure

DBMS shall be chosen such that it fulfils the network capacity and performance parameters. It should be able to store / retrieve data within the time limits set by the user. Database should provide Active-Active clustering with load balancing across servers. Database clustering should be able to transparently add resource without application changes to meet changing performance requirements. Database should have capability to define automatic database backup for online backup as well as offline backups. Database should ensure data synchronization between database servers in near real-time.

A copy of all data (Structure of data to be same as the operational database), Software operating environment, executables, etc. has to be maintained at Data Backup and Recovery Site. Suitable and necessary software has to be developed and deployed in Data Backup and Recovery Site for data archival and recovery.

### 2.3.4 Capacity Requirement

The NMS software shall support the monitoring of approx. 5,00,000 terminals. Suitable mechanisms shall be built in the software to for displaying and managing large volumes of data in an optimum manner with minimum processing delay.

Support for minimum 50,000 concurrent users logged into the NMS web-app and mobile app to be ensured. The speed of website access should not degrade when these many users are logged in. Response time should be better than 3 secs and not exceed 5 secs on any commercially available 4G network. System design should be modular and expandable to ensure that more than 50,000 concurrent logged in users can to be supported in the future without any major architectural change.

Load balancer should be used for distributing load between web servers and automatic failover. Clustering should be able to transparently add resource without application changes to meet changing performance requirements. The Server Load Balancer shall be configured in High Availability Mode and in case failure of one of the equipment, the other equipment shall serve all the requests without any disruption or degradation in overall performance

### 2.3.5 NMS Website Security Requirements

- The NMS website shall be designed to provide secure access to authentic users over Internet/Intranet. Steps shall be taken to ensure that website security is not compromised
- The NMS website & smartphone application shall undergo VAPT security audit (CERT-IN security audit) by authorized / CERT-In empaneled external agency to ensure that it is not vulnerable to security threats when hosted over Internet/Intranet. Vendors are advised to follow standard coding practices and to incorporate security features like hosting the website over SSL (HTTPS), etc. Vendor has to support any software changes to meet the certification requirement within warranty period.
- The vendor has to setup sufficient infrastructure to give secure access to users and preserve data security.
- NMS web-application and smartphone app software should comply with latest GIGW guidelines.

### 2.4 General Requirements of Hub Software

- All systems to be synced with NavIC enabled GNSS time
- All systems shall ensure interface and commination protocol compatibility with MSS terminals.
- The vendor has to ensure that the system is operational 24\*7

- All sub-systems (servers, network switches, storage) shall have proper redundancy. Typically, all servers shall be operated in HA mode and external storage shall be appropriately RAID configured
- Load balancers may be used to speed up the data processing and NMS access
- Server hardening should be done
- The vendor has to generate training material in audio-visual form for all users. The vendor has to provide adequate training for NMS operation and maintenance to user agencies. The vendor has to depute one software engineer to provide training and support during initial operations for a period of 2-3 days as part of NMS software deployment plan to 9 states, 4 UTs & 2 Central Locations of DoF. The training may be required to be conducted in 2 sessions at each location. It is preferable to be clubbed with monitoring station deployment plan and cost of training should be part of NMS development cost.

### 3.Chapter 3: Detailed Scope of Development and Project Execution

#### 3.1 Detailed Scope of Work Hub baseband Software

**Table 1: Scope of work of Hub baseband Software (NCP & NMS)**

Sr.No.	Vendor's Responsibility	ISRO/NSIL/User Responsibility
1.	<p>To understand, analyze and finalize the software requirements after interaction with end user and generate Software Requirements Specification (SRS) document.</p> <p>To prepare Software Design Document, These documents shall include details regarding protocol details, interface details, operational details, system details</p> <p>Prepare the detailed design review (DDR) document and make presentation during the DDR to the technical committee. It will be mandatory for the vendor to close all actions generated during this review. Closure of actions will be without impact on cost.</p> <p>This review should also provide system-engineering details, protocol details of all development components, operational details, monitoring and maintenance considerations etc.</p>	<p>To review the Software Requirement Specifications and Software Design Document and conduct design reviews</p>
2.	<p>Development and unit testing of NCP and NMS software. The vendor shall develop Vessel Communication Support Application Software consisting of Network Control Processor and NMS Application Software in accordance with the Functional Requirement Specifications given in this RFP and SRS document. The development of application software shall be done by vendor in close coordination/consultation with ISRO/NSIL/DoF. This development is a part of national network for coastal monitoring and the IPR of all application software developed shall remain with ISRO/NSIL/DoF. No details should be divulged to any 3<sup>rd</sup> party and re-use of any module in any other project is subject to written approval of competent authority.</p>	<p>To review the source code, application setup, test reports</p>

3.	<p>Prepare the Acceptance Test Plan (ATP) document and make presentation to the technical committee at the time of DDR.</p> <p>Changes suggested by ISRO/NSIL/DoF in ATP should be implemented and are binding on the vendor</p>	To review the ATP documents
4.	<p>Carrying out ATP of all software elements and prepare test report. Vendor has to develop MSS terminal simulator software which shall be used to verify the functionality of NCP and NMS software in lab setup / or when the MSS terminal is not available. Simulator software shall be developed as per the protocol document provided by ISRO. Acceptance testing of NCP and NMS software shall be carried out in lab setup/vendor premises and satellite link under the supervision of ATP committee. The action items for ATP has to be addressed by the vendor within the time limit set by the ATP team of ISRO /NSIL/DoF</p>	To participate in ATP, review the test report, give clearance for software usage
5.	<p>Security audit of web application and mobile application. Network and server configuration to ensure cyber security is the responsibility of the vendor Software update to mitigate latest cyber threats is the responsibility of vendor</p>	To review the audit report.
6.	<p>Submit a comprehensive list of deliverables along with the offer with price masked for the proposed configuration. Provide requirement of space for equipment, electricity and thermal load, air-conditioning etc.</p> <p>Vendor shall provide a list of inventory of critical spares, which the vendor will maintain for maintenance of services, along with offer.</p> <p>The selection of the hardware and software sub-systems should be done in a manner to ensure the continuity of service for at least 10 years.</p> <p>Procurement of required software and hardware including server, storage, switches, OS, etc. Server machines should be configured in HA configuration wherever required. Sufficient redundancy shall be planned in all hardware components</p> <p>All S/W and H/W licenses to be handed over to ISRO /NSIL/DoF</p>	To review the list of deliverables including all software (OS, source code, database application, etc.) and all hardware

7.	<p>On-Site delivery and installation &amp; commissioning of complete software and IT hardware solution consisting of all software, hardware, networking and security equipment at end-user site. IT hardware may be distributed across racks to ensure failover capabilities in the event of power or unforeseen issues</p> <p>On-site testing of the complete system comprising of hardware and software as per the requirements given in this RFP.</p> <p>Perform on-site acceptance testing as per approved ATP document. Any bugs / inconsistency found shall be resolved by the vendor within the time limit set by the ATP team of ISRO /NSIL/DoF.</p>	To review the on-site installation and testing with end-user participation
8.	<p>Conduct operator/end-user training including on-site and on systems training to all concerned users post installation (before commissioning). Also, shall provide user manuals, operation manual, installation manual/documents, emergency procedure document, datasheets, training material etc. for operation and maintenance of facility and ecosystem.</p>	
9.	<p>Supply documentation, relevant OEM certificates, performance report of all subsystems and manuals in hard and soft copies</p> <p>Vendor shall submit comprehensive operation and maintenance plan for services during warranty period</p>	Review all documents
10.	<p>Operations and Maintenance Activities:</p> <p>O&amp;M of CCS Hub:</p> <p>The vendor shall depute qualified engineer for software &amp; IT infrastructure O&amp;M for a period of 5 years post successful operationalization of data centre at INCOIS, Hyderabad.</p> <p>Vendor shall provide (24X7) resolution of all software bugs during warranty period and shall agree for addition of new features in software arising during operational phase based on user feedback and network operational requirements. O&amp;M of existing GSAT-6 Hub</p>	Review any new additions in software, review the updated requirements and protocol documents

	<p>O&amp;M of existing GSAT-6 Hub:</p> <p>In the interim to data centre operationalization at INCOIS, Hyderabad, the specified O&amp;M Engineer has to be made available for O&amp;M activities of the current network with existing software at SAC, Ahmedabad for GSAT-6.</p> <p>The deputed Engineer should be minimal graduate with at least 2 years of experience.</p> <p>Regular backups of operational environment and database shall be taken to ensure quick recovery from failure</p> <p>Provide 24x7 technical support as and when required during warranty period. One Engineer in single shift to be deployed to support the services on 24X7. <b>Note:</b> On need/requirement basis the shifts may be further extended to 2 shifts or 3 shifts per day.</p>	
11.	<p>The vendor shall provide technical support and onsite manpower resources from OEM of all the supplied components (all hardware &amp; software components) including Servers, all system software &amp; middleware, Hub equipment including NMS hardware/software, network &amp; security equipment etc. during implementation this project for successful commissioning of the system.</p>	

**Note:** Above table mentions the major work share plan. Vendors must note that this RFP is for development, installation and operationalization of Hub software for communicating with maritime assets. Minor change in scope of work (which may be needed to meet the end objective of the project) to be accommodated without any additional cost.

## 4. Chapter 4: List of Deliverables

### 4.1. GSAT-6 Data Centre at SAC, Ahmedabad (MANDATORY)

S. No	Item Description	Qty	Remarks
1.	Data processing servers	10	<ul style="list-style-type: none"> <li>6 nos. : For hosting NCP, NMS, DB Server in 2-node cluster in High Availability mode</li> <li>2 nos. for load balancer</li> <li>Spare (2 nos.): 1 nos. for NCP, 1 nos. for NMS</li> </ul>
2.	Dual controller external Storage	1	<ul style="list-style-type: none"> <li>Min 500TB usable storage</li> <li>The storage infrastructure should be scalable to accommodate future growth with a focus on technologies allowing easy expansion of storage capacity and performance.</li> </ul>
3.	Networking components (10G/1G switch, cables, etc.)		<ul style="list-style-type: none"> <li>40/10G switches for data processing rack in HA mode – 2nos</li> <li>1G switches for user network – 2nos + 1(spare)</li> </ul> <p><b>Quantity may be updated as per system requirement</b></p>
4.	Rack with KVM switch and console		As per project requirement. Vendor should ensure to meet additional racks requirement, if needed
5.	Security devices: Firewall / UTM devices	2	Firewalls should be configured as active-standby configuration, redirecting traffic to the standby firewall in case of an active firewall failure.
6.	Load balancer for web application and database	As per network capacity reqt.	Hardware/software Load balancer to support 50,000 concurrent user requests in NMS
7.	SMS Gateway	1	Multi-sim hardware OR software solution. In case of subscription-based services, vendor is responsible for purchase and renewal of the same In case of hardware, vendor is responsible for purchase of SIM cards, its activation and recharge

**Table 4.1** GSAT-6 Data Centre



## 4.2. Centralized Data Centre at INCOIS, Hyderabad (MANDATORY)

S.No	Item Description	Qty	Remarks
1.	Data processing servers*	14 (11main+3 spare)	<ul style="list-style-type: none"> <li>NCP servers in 2-node cluster (HA mode). Number of clusters may be increased to handle network load</li> <li>NMS server quantity to be optimized for 50,000 concurrent user requests in NMS (5 nos)</li> <li>If a software load balancer is utilized, 2 Nos servers are allocated for the same</li> <li>Database servers for data management (2 nos)</li> <li>1 spare server to be kept configured for each software component (NCP, NMS, DB server)</li> </ul> <p><b>Note:</b> *: Vendors are requested to propose their own configuration optimized for the functional requirements as specified in this document/RFP. Vendor may note that the numbers of servers can be scaled up as per network capacity requirement and architecture design should be modular.</p>
2.	Dual controller external Storage	1	<ul style="list-style-type: none"> <li>Min 500TB usable storage</li> <li>The storage infrastructure should be scalable to accommodate future growth with a focus on technologies allowing easy expansion of storage capacity and performance.</li> <li>Sufficient storage capacity to archive data upto 10 years</li> </ul>
3.	Networking components (40/10G switch, 1G switch, cables, etc.)		<ul style="list-style-type: none"> <li>40/10G switches for data processing rack in HA mode – <b>2nos + 1(spare)</b></li> <li>1G switches for user network – <b>2nos + 1(spare)</b></li> </ul>

			<ul style="list-style-type: none"> <li><b>Quantity may be updated as per system requirement</b></li> </ul>
4.	Load balancer for web application and database	As per network capacity requirement.	Hardware/software Load balancer to support 50,000 concurrent user request in NMS
5.	SMS Gateway	1+1(spare)	<p>Multi sim hardware OR software solution.</p> <p>In case of subscription-based services, vendor is responsible for purchase and renewal of the same</p> <p>In case of hardware, vendor is responsible for purchase of SIM cards, its activation and recharge</p>
6.	Security devices: Firewall / UTM devices	2+1(spare)	<ul style="list-style-type: none"> <li>Firewalls should be configured as active-standby configuration, redirecting traffic to the standby firewall in case of an active firewall failure.</li> <li>A centralized logging server needs to be configured to collect and analyze logs for security monitoring, analysis, and compliance.</li> </ul>
7.	Leased Line to Central Agency	1	Min. 10Mbps
8.	All Software executable and source code, setup environment, software project, database schema and data, software licenses		<p>NCP, NMS s/w, smartphone app s/w, database</p> <p>All required software and license should be included as per the requirement of application and infrastructure</p> <p><b>NOTE:</b> Latest software package (source code, exe, operational environment, etc.) should be provided after any incremental update</p>
9.	Rack with KVM switch and console		As per space requirement. Vendor should ensure to meet additional racks requirement, if needed

10.	Other control room IT infrastructure and power supply, cabling and related accessories	As per requirement	Ethernet cables, power cords, display cables
11.	Documents prepared in all steps of development process.  a. System (both software and hardware) requirement specification (SRS). b. Detailed software design (SDD). Test plan and procedure (ATP) d. User manual, operational & debugging manual e. IT hardware datasheets	1 lot	

**Table 4.2** Centralized Data Centre at INCOIS**4.3. State Monitoring Centres (Mandatory)**

S. No	Item Description	Qty	Remarks
1.	Workstation/ <b>High End PC</b> for operators at Monitoring Centres (Central & State) with keyboard, mouse and display monitor	70	For logging-in to NMS and viewing network activity, vessel monitoring and two-way messaging. NMS dashboard will also be projected on wall-mounted display
2.	Wall mounted Display System (55inch or more)	70	For displaying Vessel location and network activity at monitoring sites and development locations. Display of workstation/high end PC will be extended to the wall mounted display. Interface should be compatible with the workstation/ high end PC.

**Table 4.3** State Monitoring Centres

**4.4. Data Backup and Recovery Site (Mandatory) at Delhi**

S. No	Item Description	Qty	Remarks
1.	Dual controller external Storage	1	<ul style="list-style-type: none"> <li>Min 500TB usable storage</li> <li>Sufficient storage capacity to archive data upto 10 years</li> <li>Automatic data copy and database synchronization with database at Centralized Data Centre</li> </ul>
2.	Server	2	<ul style="list-style-type: none"> <li>To enable the data backup, sync and recovery</li> <li>Copy of Software and operational environment should also be maintained here</li> <li>Configure as 2 node cluster in HA mode</li> </ul>
3.	Software	1 lot	<ul style="list-style-type: none"> <li>Suitable and necessary software with licences for data archival and recovery should be included as per the requirement of application and infrastructure</li> </ul>
4.	Networking components (10G/1G switch, cables, etc)		<ul style="list-style-type: none"> <li>40/10G switches for data processing rack in HA mode – 2nos</li> <li>1G switches for user network – 2nos</li> <li>Quantity may be updated as per system requirement</li> </ul>
5.	Security devices: Firewall / UTM devices	2	<ul style="list-style-type: none"> <li>Firewalls should be configured as active-standby configuration, redirecting traffic to the standby firewall in case of an active firewall failure.</li> <li>Preferably a centralized logging server should be configured to collect and analyze logs for security</li> </ul>

			monitoring, analysis, and compliance.
6.	Rack with KVM switch and console		<ul style="list-style-type: none"> <li>As per space requirement. Vendor should ensure to meet additional racks requirement, if needed</li> </ul>

**Table 4.4** Data Backup and Recovery Site

#### 4.5. State Data Centre across any of the 9 coastal state & 4 UTs (OPTIONAL)

In case the states require to maintain their own data, then separate IT infrastructure on a scaled down scale needs to be maintained. This is an optional item and vendor is requested to provide quotation in a separate line item for states to order it as a separate PO, if needed.

S. No	Item Description	Qty	Remarks
1.	Data processing servers	4 + 1(spare)	<ul style="list-style-type: none"> <li>NMS server (2 nos) for hosting NMS customized for states</li> <li>Data reception server (2 nos) for running application for receiving data from CDC</li> <li>1 spare server</li> </ul>
2.	Dual controller external Storage	1	Min. Usable space 50 TB
3.	Networking components (10G/1G switch, cables, etc)		<ul style="list-style-type: none"> <li>40/10G switches for data processing rack in HA mode – 2 + 1(spare)</li> <li>1G switches for user network – 2 + 1(spare)</li> <li>Quantity may be updated as per system requirement</li> </ul>
4.	SMS Gateway	1	Multi sim hardware/ software solution
5.	Security devices: Firewall / UTM devices	2	For providing State NMS connectivity within state level

6.	Rack with KVM switch and console		As per space requirement
7.	leased line	1	minimum 10Mbps speed.

**Table 4.5** State Data Centre

**Note: Since the NMS is going to be operational on 24 x 7 basis, necessary and sufficient redundancy shall be planned by the vendor for critical components. Broad specifications of computer systems and other IT infrastructure for NMS data centre are given in Annexure-I. The vendor may offer better specifications to fulfil the network requirements. The final list of specifications will be reviewed and finalized at the time of design review.**

**It should be ensured that all software and hardware are capable of providing service for minimum 7 years of project duration.**

## 5. Chapter 5: Bid Submission Guidelines & Project Execution

### 5.1 Bid Submission Guidelines

- a) Indian Vendors, with experience as per the eligibility criteria are only are requested to quote for this RFP. Vendors are requested to provide necessary documentary proof along with their bids.
- b) This is a two-part tender. Vendors are requested to submit the technical and commercial bid separately. The Technical bid should contain detailed of list of deliverables with price masked as per the format mentioned in financial bid. Any disclosure about price in technical bid will disqualify the quote for commercial bid opening.
- c) A pre-bid meeting will be arranged after two weeks of publication of this RFP. The pre-bid meeting will be held on virtual mode and the interested bidders are required to inform the details of the participants vide email to “purchase@nsilindia.co.in”. The details of the meeting will be informed subsequently.
- d) Only technically qualified proposals will only be considered for price bid opening.
- e) The vendors are requested to go through the RFP thoroughly and offer compliance/non-compliance of each requirement (point by point). In case of non-compliance, the deviation from the specified parameter shall be furnished and for compliance the complete details about parameters, vendor specifications (better or similar) shall be provided. Necessary documentary evidence like datasheet, field result, etc to be provided.
- f) Vendors may further note that NSIL also reserves the right of not considering an offer, if there are any deviations in the commercial and/or general terms and conditions offered against the requirements as per this RFP, even if the offer is technically suitable.

### 5.2 Payment Terms & Schedule

#### 5.2.1 Payment Terms

The Successful bidder will be paid at different milestones of the project appropriately. The details of the payment are as follows:

##### 5.2.1.1 IT Infrastructure

- a) The Payment of 80 % of the order value for deliverables, where deliverables stand for IT infrastructure (GSAT-6 Existing Data Centre, Centralized Data Centre, State Monitoring Centre, Data Backup & Recovery Site) as per the RFP scope. All the deliverables should have 5 years onsite warranty support (3 years std & 2 years extended warranty). Payment shall be paid to the Bidder/SELLER on supply of equipment(s) at

designated sites as per the RFP scope and verification, acceptance & approval by Buyer/NSIL/ISRO/DoF at the respective sites. The payment will be paid to the Bidder/SELLER within 45 days on production of the following documents duly certified by the NSIL/ISRO/DoF at the respective site/location.

- (i) Commercial Invoices in Original
- (ii) Packing list and Inspection Certificate.
- (iii) Store Receipts
- (iv) Insurance documents.

b) The Second Payment of 20 % of the order value for deliverables (IT infrastructure) will be paid to the bidder/SELLER on Successful installation & Commissioning and producing commissioning certificates accepted/approved by NSIL/ISRO/DoF.

**Note-1:** Authority will provision for site wise payment for supply, installation & commissioning of State Monitoring Centre (SMC) if any delay due to SMC readiness, infrastructure by DoF/end User.

**Note-2:** In Case, Equipment couldn't be installed after 60 days from the due date of delivery & installation of complete equipment at each site; due to reasons attributable to NSIL/DoF/end User then 80% payment of the value of delivered equipment(s) will be released after equipment (s) verification and 20% payment of the value of delivered equipment(s) will be released after successful installation commissioning and acceptance by NSIL/DoF.

### 5.2.1.2 Software

a) Payment for Hub software will be made as follows:

Sr. No	Software Development Milestone	Payment
1.	Successful DDR Completion, Submission of Software Requirement Specification, Software Design Document and ATP document duly approved by ISRO/NSIL.	15%
2.	First Release of Hub Software with CERT-In Security Certification and successful ATP completion in simulated environment Approved by ISRO/NSIL.	65%
3.	Successful ATP in satellite link (with GSAT-N3), Software Installation and Operationalization with GSAT-N3 Approved by ISRO/NSIL and Operator training after certification from NSIL/DoF	20%



### 5.2.1.3 O&M Support(24X7)

- a) Initially, O &M support(24X7) order will be for 2 years and the same may be extended upto 5 years from date of PO/Contract acceptance (includes O&M of the existing system followed by O&M with GSAT-N3). O&M support charges will be paid on half-yearly basis against the satisfactory performance certificate issued by ISRO/NSIL/DoF after deducting the LD/penalty amount if any.

### 5.2.1.4 Comprehensive AMC - 2 Years (Optional)

- a) A Comprehensive CAMC for 2 years period (6<sup>th</sup> & 7<sup>th</sup> year) after successful completion of 5 years warranty period for entire system including IT Infrastructure & Software, Mandatory to quote & support, Authority shall place separate order/contract as per the requirement/need basis. Shall be paid on half-yearly basis on completion of each six-month period for a period of 2 years against the satisfactory performance certificate issued by user/customer/nominated Authority after deducting the penalty amount if any.

## 5.3 Delivery Schedule & Milestone Review

The supplier shall deliver all deliverable items as per the below Table (A & B). The schedule break up shall be provided with the proposal. The duration of ATP and fixing of any problem should be within above specified duration. No extension in delivery schedule will be granted without a valid reason approved by NSIL.

There will be regular review of the complete activities of vendor by ISRO/NSIL from time to time as per the details given in Tables below.

T<sub>0</sub>: Date of order acceptance but not later than 5 working days from the date of Purchase Order

### A. Development Schedule (Hub baseband Software)

Sr. No.	Activity Milestone	Time (in weeks)
1.	Detailed Design Review (DDR)	T <sub>0</sub> +2
2.	Software Requirements Specification, Software design document, ATP document submission	T <sub>0</sub> +6
3.	Operations of Existing CCS-Hub Software	T <sub>0</sub> +4
4.	Taking over maintenance of existing CCS-Hub software	T <sub>0</sub> +16

5.	Development and testing of Hub NCP and NMS software for GSAT- N3	T <sub>0</sub> +36
6.	Supply and Installation & commissioning of IT hardware and software on-site, porting of NCP, NMS and database on the supplied equipment and testing	Refer (Table No 5.3 B, Pg.122)
7.	On-site Integrated ATP of MSS Hub Software elements locally and in satellite link. Performance and functional evaluation with actual MSS terminals. Resolution of any bugs observed during ATP	T <sub>0</sub> +44 or Availability of GSAT-N3, whichever is later
8.	Operator training, Software operation and maintenance	T <sub>0</sub> +44 or Availability of GSAT-N3, whichever is later

#### B. Schedule for supply & installation & Commissioning of IT infrastructure

Sr. No.	Activity Milestone	Time (in weeks)
1.	On-Site supply of IT Infrastructure for 70 monitoring stations across 9 States and 4 UTs	T <sub>0</sub> + 16
2.	On-Site supply of IT Infrastructure at present GSAT-6 Data Centre	T <sub>0</sub> + 16
3.	On-Site supply of IT Infrastructure for data backup and recovery site	T <sub>0</sub> +16
4.	Installation & Commissioning of monitoring stations	T <sub>0</sub> +20
5.	Installation & Commissioning of present GSAT-6 Data Centre	T <sub>0</sub> +20
6.	Installation and commissioning for data backup and recovery site	T <sub>0</sub> +20
7.	On-Site supply of IT Infrastructure for centralized data Centre	T <sub>0</sub> +36*
8.	Installation and commissioning of centralized data centre	T <sub>0</sub> +44 or Availability of GSAT-N3, whichever is later

\*Subject to site readiness and delivery approval/ clearance by NSIL/ DOF

\*\*In case of administrative approval H/W delivery may be requested at different location in India by NSIL/DOF. Vendor has to execute this without any additional cost.

#### IV. General Terms and Conditions

- All the design details provided in this document are guidelines and the vendor can propose the complete solutions meeting above specifications at the time of design review. The design review team will review and make suggestions on the proposed design which the vendor will be implementing to meet design specifications.
- ***During implementation and warranty support period, if it is observed that any of the supplied components of the system (software and hardware) are not able to handle load or its performance is not able to meet the functional requirements/ technical specifications given in the Tender, the vendor at its own cost shall replace that component (software or hardware) with higher end equipment or provide additional Hardware (along with Operating System)/software components/Licenses for meeting the technical specifications and user requirements.***
- All information provided by NSIL should be treated confidential and shall be used only for the purpose as mentioned. The design details (including source code of all software with all platform and compilation details) and mobile APP (in source form) will be deliverables and it will be the intellectual property of User/NSIL. Its re-use will be subject to written permission from User/NSIL.
- The vendor shall understand that this is a development activity and minor changes in functionalities are expected as per field deployment needs. The vendor shall accommodate such changes during development or acceptance or activities at no extra cost. The vendor is also responsible for resolving any operational issues.
- No data, during testing and operational phase, shall be disclosed to any outside party without the consent of User/NSIL. The data shall be treated as confidential.
- 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.
- The major milestone regarding this tender are as follows:

S.No	Major Milestones	Dates
1.	Pre-Bid Meeting (Online)	
2.	Bid Submission	

**Annexure-I****Technical specification details of Server, Storage, Networking Components, Rack, KVM, Workstation and Display****1. Rack mount Server**

<b>Sr. No.</b>	<b>Item</b>	<b>Description</b>
1.	Chassis	Rack Mountable, maximum 2U
2.	Processor	Dual Intel Xeon Gold 6338, 2.0Ghz processor base frequency, 32Core/64T, 36MB Cache, Turbo, HT, DDR4-3200 OR better processor
3.	No of Processors	2
4.	Chipset	OEM Server Motherboard based on Intel compatible chipset or better (Dell/Oracle/HP)
5.	Memory	256GB (8x 32GB) DDR4 3200MT/s Memory using min. 32GB, Min. 32 DDR4 DIMM slots
6.	Hard Disk	2 nos. 1.9TB SAS/SATA SSD, 3 DWPD, Hot-Plug Drive in RAID 1
7.	RAID Controller	RAID Controller should be configured with min. 2GB Flash Backed cache and should support Raid 0, 1, 10, 5
8.	DVD	Internal/External DVD RW
9.	Ethernet Ports	2x Dual Port 10GbE RJ-45 NIC and 4x 1GbE RJ-45 ports All above with 3m copper Patch cords (CAT 6a/CAT 7)
10.	I/O Ports	Min. 3 x USB 2.0/3.0; dedicated management port
11.	Remote Management	Vendor should provide servers with embedded features that help to manage Servers in physical, local and remote environments, IPMI 2.0 compliant configuration, out of band management over Ethernet <ul style="list-style-type: none"> <li>• Should include Power Management, necessary licenses should be included.</li> <li>• Power Management should give historical data for at-least 72 hours. • Should also support IPv6</li> <li>• Should support remote scripted reconfiguration tools.</li> <li>• Should be able to monitor all systems components (BIOS, HBA's, NICs, CNA's).</li> </ul>
12.	Security Features	Server should detect an invalid, untrusted BIOS image when a boot is attempted and recover to previous authenticated, trusted BIOS image through BIOS recovery. Server should have the capability to prevent any configuration or firmware drift/changes through System Lockdown.

		Should provide effective protection, reliable detection & rapid recovery
13.	Redundant Power Supply	Redundant hot swappable power supplies.
14.	Redundant Cooling Fans	should have hot-swap redundant cooling fans. Fans should automatic adjust speeds depending on the temperature inside the server chassis
15.	Operating System	RHEL 8.x latest version and HA/Cluster software, min. 3 years premium support.
16.	Certification	Microsoft Windows 2016, RHEL 8.x
17.	Warranty	5 years (3 years std + 2 years Extd. comprehensive onsite warranty) with Advance Part replacement and HDD retention.
18.	Market Position	Server OEM should be a reputed leading OEM in server computing with well-established support network in India.

## 2. External Storage:

Sr. No.	Item	Description
1.	Make	NetApp/DELL-EMC/Hitachi/HP/DDN
2.	OEM PQ	The Storage System OEM should be listed in the Top 5 of IDC/Gartner latest Report.
3.	Storage Capacity	2U form factor, <b>Minimum 500TB</b> Usable storage space using min. 2.4TB SAS 10K RPM HDD in RAID 6. Min. one Global Hot Spare per 20 disk. Scalable to min.250 drives without upgrading/changing the controllers. No. and size of drives should support min. usable space.
4.	Storage Type	Block Storage System with iSCSI or Fibre Channel protocol Support minimum 2 x 10G Base T ports per controller
5.	Controller	Dual Hot-swappable Active-Active Controllers. Each Controller shall have min. dual core 2.2 GHz CPU.
6.	Cache	Min. 32 GB memory spread across both controllers. Minimum 960GB SSD read cache
7.	RAID	Storage System should support RAID 1, 5, 6, 10.
8.	Host Connectivity per Controller	Storage should support minimum 4 ports 10Gb iSCSI Base-T / 4 ports 10Gb iSCSI SFP+/ 4 ports 16Gbps FC/ 4 ports 12Gbps SAS per controller. The offered type of connectivity should be compatible with mentioned host server interface.
9.	Backend Connectivity	12Gbps SAS

10.	No Single Point of Failure	System should have redundant and field replaceable/hot swappable modules for controllers, hard disks, fans and power supplies.
11.	Storage Software Licenses	All the following licenses should be provided for entire supported storage capacity of the proposed Array. 1. Thin Provisioning 2. ADAPT- Distributed RAID Groups 3. SSD Read Cache 4. IP Remote Replication 5. Snapshots 6. 3 level Tiering 7. Volume Copy
12.	Storage Management	Web based management- 1. Single-array intuitive element manager, 2. Use common management tasks from convenient locations, 3. Manage storage profiles, network connections, alerts etc.
13.	Power Supply	Dual Redundant Power Supply
14.	Warranty	5 years (3 years std + 2 years Extd. comprehensive onsite warranty) warranty with Advance Part replacement and HDD retention.

### 3. 10G Switch:

Sr.No.	Item	Description
1.	Make	CISCO/ARISTA/JUNIPER/DELL-EMC/HP
2.	Architecture	Switch should be DC/Enterprise Class supporting internal dual hot swappable redundant power supply and fans with front to back airflow cooling offering 28T x 10G-T Ports, Populated with 2 x 40G optic (Bidi LC) and 10 meter LC-LC cable Number of ports should be sufficient to connect all servers.
3.	Layer 2 / Layer 3 features	Switch should be non-blocking architecture with micro-second or better latency, minimum 1000 Active Vlan, minimum 64K MAC, 64K routing Ipv4 and Ipv6 entries and 8K Multicast in hardware, Dynamic Router feature, PBR for IPV4 and IPV6, RSPAN/ERSPAN, Per port Broadcast and Uni-cast storm control, IP base network security and advance QoS.
4.	Standards and Compliance	IEEE 802.1D (Bridging, STP), IEEE 802.1p (L2 Prioritization), IEEE 802.1AB (LLDP), IEEE 802.3 (10 BASE-T specification), sFlow, SNMP v3, RoHS Compliance.
5.	Additional Feature Manageability	The switch should support storage features namely DCB/DCBx, iSCSI/ FcoE for supporting Traditional / HCI solutions. Should provide advanced L3 switching and routing protocols with integrated IP services, quality of service, manageability and automation features

		<p>The switch should be able to configure HA (Active+Active) configuration to offer ISSU like functionality which allow zero downtime of network which is required while executing firmware upgrade etc.</p> <p>All Required cables need to be provided</p> <p>The switch should have one RJ-45 (with RS232 signaling) and USB port for OS management, 1G Ethernet OOB dedicated port.</p>
6.	Warranty	5 years (3 years std + 2 years Extd. comprehensive onsite warranty) Advance Part replacement and HDD retention.

#### 4. 1G Switch

Sr. No	Item/Features	Specifications
1.	Architecture	Switch shall have 48 nos 1000 Base-T ports and additional minimum 2 nos. 10G Multigig uplinks ports.
		Switch should have minimum 2GB RAM and 8 GB Flash.
		Switch should have dedicated slot/Ethernet port for modular stacking, in addition to asked uplink ports. Should support for minimum 100 Gbps of stacking throughput with upto 2 switches in single stack.
2.	Layer2/ Layer3 Features	Switch shall have minimum 176 Gbps of switching fabric and 130 Mpps of forwarding rate.
		Switch shall have minimum 32K MAC Addresses and 1000 active VLAN.
		Should support minimum 8K IPv4 routes or more and 4K IPv6 routes or more
		Switch shall have 1024 or more multicast routes
		Switch should have 8MB or more packet buffer.
		Should must have advance Layer 3 protocol like BGPv4, BGPv6, VRF, VXLAN, OSPFv3, MP-BGP
3.	Standards and Compliance	Switch should support IEEE Standards of Ethernet: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3ad, 802.3x, 802.1p, 802.1Q, 802.3,802.3u, 802.3ab, 802.3z & 1588v2/NTP.
		Switch must have functionality like static routing, PIM, OSPF, VRRP, PBR and QoS features from Day1
		Switch shall have 802.1p class of service, marking, classification, policing and shaping and eight egress queues.
		Switch should support management features like SSHv2, SNMPv2/SNMPv3, NTP, RADIUS and TACACS+

4.	Additional Feature	Switch should support Ipv6 Binding Integrity Guard/ dynamic Ipv6 lockdown, Ipv6 Snooping /ND snooping, Ipv6 RA Guard, Ipv6 DHCP Guard, Ipv6 Neighbour Discovery Inspection /RFC 4861 Ipv6 Neighbour Discovery and Ipv6 Source Guard/ dynamic Ipv6 lockdown.
		Switch should support 802.1x authentication and accounting, Ipv4 and Ipv6 ACLs and Dynamic VLAN assignment
		Switch must have the capabilities to enable automatic configuration of switch ports as devices connect to the switch for the device type. Switch may preferably have modular OS to support application 3rd party application hosting
		Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements of Information Technology Equipment. Switch shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.
		Switch must have internal hot-swappable Redundant Power supply from day 1.
		Switch should be 1U and rack mountable in standard 19" rack.
		Switch should have redundant hot swappable fans.
5.	Warranty	The switch should be able to configure Active+Active configuration to offer ISSU/ Stacking like functionality which allow zero downtime of network which is required while executing firmware upgrade etc.
		5 years (3 years std + 2 years Extd. comprehensive onsite warranty) with advance part replacement.

**5. Server Rack & KVM, Console:**

Sr. No.	Item	Specifications
1	Rack	<p>Min 42U server/ storage Rack and PDUs with all necessary accessories-</p> <ol style="list-style-type: none"> <li>Rack should be configured with two nos. of basic PDUs, single phase, each PDU with least 12 C13/C14 sockets and 2C19/C20 sockets with power cable. At Least 2.5 Meter input cord with 16A industrial sockets. Rack and PDU should be from same manufacturer.</li> <li>Overall rack depth should be min. 1000mm and load carrying capacity is min.600 kgs. Rack should be fitted with front &amp; rear perforated doors, 4 nos. cooling fans</li> </ol>



		c. Vendor has to provide necessary cables and any other relevant item required for housing. ISO certification from rack manufacturer should be attached
2	KVM switch and console	<p>a. 16 or higher port IP KVM Switch, foldable 17-inch LED/LCD KVM Monitor. No. of ports should support the number of servers</p> <p>b. KVM Switch can be accessible remotely over LAN.</p> <p>c. KVM Switch shall support VGA interfaces.</p> <p>d. The monitor shall be with keyboard, touchpad.</p> <p>e. 3-meter length of KVM cables as per requirement.</p>

## 6. UTM

Sr. No	Item/Features	Specifications
1.	Make	CISCO/FortiNet/Palo Alto
2.	Basic Features	<p>Network Topology</p> <ul style="list-style-type: none"> <li>• Internet</li> <li>• DMZ (Demilitarized Zone)</li> <li>• Internal Network</li> </ul> <p>Performance</p> <p>Required Throughput: 8Gbps and above</p> <p>Connections/sec: 330,000 and above</p> <p>Concurrent connections: 4M and above</p> <p>Network</p> <ul style="list-style-type: none"> <li>• Total physical and virtual (VLAN) interfaces per appliance: 1024/4096 (single gateway/with virtual systems)</li> </ul> <p>High Availability is required</p> <p>Layer 3 - Layer 4, NAT, VPN, Application Visibility and Control (AVC), User Identity, Next Generation Intrusion Prevention System (IPS), Zero Day Protection / Advance Malware protection, Web Security Essentials / URL Filtering, IPSec</p> <p>IPS License, Application Visibility License, APT (Advance Persistent Threat) License (Anti Malware Protection, C &amp; C attacks, Geo IP Protection, Zero Day Threat Protection), Gateway Anti virus</p> <p>The solution should support deep packet inspection with support for TLS 1.3.</p>

		The solution should have web application firewall with built in signatures to detect and block attacks against web servers. The solution should support reports based on users as well as IP address. Log file creation
3.	Other Details	VPN Connection must Captive portal required Includes Firewall, Application Control, URL Filtering, IPS, Antivirus, Anti-Bot and SandBlast Zero-Day Protection with logging enabled. Performance measured with default/Plus/maximum memory
4.	Power Supply	Redundant power supply
5.	Warranty	5 years (3 years std + 2 years Extd. comprehensive onsite warranty) with advance part replacement.

## 6. Work Station / High End PC

Sr No	Parameter	Specification
1.	Processors	Intel core i7 or better, 4 or more cores, 8MCache or more ,3.4 GHz or better
2.	Operating Systems	Latest Windows OS (Professional)
3.	RAM	16 GB RAM or better, 2400MHz/19200Mbps or better, DDR4/5 SDRAM, 4 DIMM slots or better
4.	Graphics	Latest NVIDIA card with 4 GB or higher
5.	Storage	500GB or more, SSD
6.	Network Controller	Gb Ethernet port (1 or more), Wi-Fi
7.	Audio Controller	Integrated High-Definition Audio
8.	I/O Ports	Microphone, Headphone, 4 or more USB2/3 or better, Audio port
9.	Keyboard/Mouse	USB Keyboard and Mouse
10.	Speakers	In-built speaker
11.	Storage Devices	DVD+/-RW(preferable)
12.	Monitor	21" or better, Full HD
13.	Video Ports	DP / HDMI/ VGA

		<p>There should be enough Video ports to support both local display monitor and wall-mounted display system.</p> <p>Interface with wall mounted display should support both audio and video and should be compatible with the interface present in wall mounted system</p>
14.	Warranty	5 years (3 years std + 2 years Extd. comprehensive onsite warranty) advance part replacement.

## 7. Wall mounted Display monitors

Sr. No	Item	Specifications
1.	Screen size	55" inch or more
2.	Display Type	LED
3.	Resolution	Ultra HD
4.	Connectivity	HDMI/DP, USB, LAN RJ45 To be compatible with workstation/high end PC
5.	Built In Speakers	Yes
6.	Smart TV	preferable
7.	Warranty	5 years (3 years std + 2 years Extd. comprehensive onsite warranty) advance part replacement.

**Note: All the above specifications are indicative. The vendor may offer/suggest other/better configuration as per the proposed requirements and network configuration**



NewSpace India Limited (NSIL)  
[A Government of India Company under Department of Space]

## INVITATION OF BIDS/ REQUEST FOR PROPOSAL (RFP)

### **Volume III: Agreement: General Conditions of Contract and Special Conditions of Contract**

Tender Reference Number: Ref. No. NSIL/ RFP/ VCS/ MCS/ 2024/ 01  
Date of Publication: 20 April 2024



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## Volume III

### 1. Chapter 1: General Conditions of Contract

#### 1.1. Interpretation

In this Contract unless a contrary intention is evident:

- a. The clause headings are for convenient reference only and do not form part of this Contract
- b. Unless otherwise specified a reference to a clause number is a reference to all its sub-clauses
- c. The word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases
- d. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time
- e. A word in the singular includes the plural and a word in the plural includes the singular
- f. A word importing a gender includes any other gender
- g. A reference to a person includes a partnership and a body corporate
- h. A reference to legislation includes legislation repealing, replacing or amending that legislation
- i. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings
- j. In the event of an inconsistency between the terms of this Contract and the RFP and the Bid, the terms hereof shall prevail. In case there is a contradiction between the sections, the below hierarchy of sections in order of precedence:
  - i. Pre-bid clarification and Corrigendum, if any
  - ii. Volume III of RFP (GCC holds precedence over SCC)
  - iii. Volume II of RFP
  - iv. Volume I of RFP
- k. If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract

- I. This Contract along with the Pre-bid clarifications, corrigendum and communications in relation to the entire tender process constitutes the entire agreement between the Authority and the Vendor.

## 1.2. Conditions Precedent

This Contract is subject to the fulfilment of the following conditions precedent by Vendor.

- a. Furnishing by Vendor an unconditional and irrevocable Performance Bank Guarantee (PBG) acceptable to the Authority which would remain valid until such time as stipulated by the Authority
- b. obtain all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/ clearances, wherever applicable, that may be required for execution of this Contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/ Duties/ Levies, work permits/ clearances for Vendor/ Vendor's team, etc.
- c. Furnishing of such other documents as the Authority may specify/ demand.

## 1.3. Key performance measurements

- a. Unless specified by the Authority to the contrary, Vendor shall deliver the goods, perform the services and carry out the scope of work in accordance with the terms of this Contract, Responsibility Matrix as laid down in [Volume II](#) of this RFP and global best practices of the industry.
- b. The 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.

## 1.4. Commencement and Progress

- a. Vendor shall subject to the fulfilment of the condition's precedent above, commence the performance of its obligations in a manner as per the Detailed Scope of Work as defined in [Volume II](#) of this RFP.
- b. Vendor shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.

- c. Vendor shall be responsible for and shall ensure that all activities/ services are performed in accordance with the Contract, Scope of Work and Service Specifications and Vendor's all other standards, terms and other stipulations/ conditions set out hereunder or as intimated by the Authority or its representative from may from time to time.
- d. Vendor shall perform the activities/ services and carry out its obligations under the Contract with due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, engineering and security practices. Vendor shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Authority and shall, at all times, support and safeguard the Authority's interests in any dealings with Third parties.

## **1.5. Standards of Performance**

Vendor shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry and with standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. Vendor shall always act, in respect of any matter relating to the Contract, as faithful advisors to the Authority and shall, at all times, support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

## **1.6. Vendor Obligations**

- a. Vendor obligations shall include all the activities as specified by the Authority in the Detailed Scope of Work and other sections of the RFP and Contract and changes thereof to enable Authority to meet the objectives and operational requirements.
- b. The Authority reserves the right to review the terms of the Warranty and Annual Maintenance agreements if any until the expiry of this contract, entered into between Vendor and their suppliers/ OEMs and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the Authority. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by Vendor to the Authority.
- c. Vendor shall ensure that their suppliers/ OEMs provide the support and assistance to Vendor in case of any problems / issues arising due to integration of components



supplied by him with any other component(s)/ product(s) under the purview of the overall solution.

- d. Vendor's representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. Vendor's representative(s) shall liaise with the Authority's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. Vendor shall extend full co-operation to Authority's representative in the manner required by them for supervision/ inspection/ observation of the equipment/ goods/ material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of Vendor's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other Service Providers/ Vendors of the Authority working at the Authority's office locations & field locations.
- e. Vendor shall be responsible on an ongoing basis for coordination with other Vendors and agencies of the Authority in order to resolve issues and oversee implementation of the same. Vendor shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.
- f. The Vendor shall provide a detailed schedule in the Detailed Project Plan with respect to the activities that may be required to be carried out within ISRO premises to the Authority Location within fifteen (15) days of signing of this Agreement and shall inform the Authority at least seven working days before the scheduled activity.
- g. Vendor shall not publicise or advertise the work performed under the scope of work as provided in the RFP in any paper, electronic/ digital or any other media.

## **1.7. Reporting Progress**

- a. Vendor shall monitor progress of all the activities related to the execution of this Contract and shall submit to the Authority, progress reports with reference to all related work, milestones and their progress shall be outlined.
- b. Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with Project Plan. The Authority on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- c. Periodic meetings shall be held between the representatives of the Authority and Vendor at least once in every 15 days discuss the progress of the work.

- d. Vendor shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- e. A Programme Monitoring Committee involving representative of the Authority and senior officials of Vendor shall be formed for the purpose of this programme. This Committee shall have the authority to constitute smaller sub-committees to monitor specific aspects of the Programme. These committees shall meet at intervals, as decided by the Authority at the time of the committee's constitution, to oversee the progress of the implementation.
- f. All the goods, services and manpower to be provided / deployed by Vendor under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Authority's representative in accordance with the Contract.
- g. The Authority reserves the right to inspect and monitor/ assess the progress/ performance of the work / services at any time during the course of the Contract. The Authority may demand and upon such demand being made, Vendor shall provide documents, data, material or any other information which the Authority may require, to enable it to assess the progress/ performance of the work / service.
- 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.
- j. Vendor shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. Vendor shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Authority or Authority's representative that the actual progress of work does not conform to the approved plan Vendor shall produce at the request of the Authority's representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements.

- k. The submission seeking approval by the Authority or Authority's representative of such plan shall not relieve Vendor of any of its duties or responsibilities under the Contract.
- l. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Vendor shall deploy extra manpower/ resources to make up the progress or to meet the RFP requirements. Plan for deployment of extra manpower/ resources shall be submitted to the Authority for its review and approval. All time and cost effect in this respect shall be borne, by Vendor within the contract value.

## **1.8. Project Plan**

- a. Within 15 calendar days of effective date of the contract/ Issuance of Lol, Vendor shall submit to the Authority for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which he proposes to carry out the works. The Plan so submitted by Vendor shall conform to the requirements and timelines specified in the Contract and shall be in line with the scope of work as provided in Volume II of this RFP. The Authority and Vendor shall discuss and agree upon the work procedures to be followed for effective execution of the works, which Vendor intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, Project Plan and delivery schedule in accordance with the Contract. Approval by the Authority's Representative of the Project Plan shall not relieve Vendor of any of its duties or responsibilities under the Contract.
- b. If Vendor's work plans necessitate a disruption/ shutdown in Authority's operation, the plan shall be mutually discussed and developed so as to keep such disruption/ shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of Vendor to develop/adhere such a work plan shall be to its account.

## **1.9. Adherence to safety procedures, rules regulations and restriction**

- a. Vendor's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Authority shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws. The Vendor shall also submit the compliance of the laws with the Authority.
- b. Access to the Site shall be strictly restricted. No access to any person except the essential members of Vendor's Team who are authorized by the Authority and are

genuinely required for execution of work or for carrying out management/ maintenance shall be allowed entry. Even if allowed, access shall be restricted to the pertaining equipment of the Authority only. Vendor shall maintain a log of all activities carried out by each of its team personnel.

- c. No access to any staff of Vendor, except the essential staff who has genuine work-related need, should be given. All such access should be logged in a loss free manner for permanent record with unique biometric identification of the staff to avoid misrepresentations or mistakes
- d. Vendor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Vendor's Team shall adhere to all security requirement/ regulations of the Authority during the execution of the work. Authority's employee also shall comply with safety procedures/ policy.
- e. Vendor shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

### **1.10. Statutory Requirements**

During the tenure of this Contract nothing shall be done by Vendor in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Authority indemnified in this regard.

### **1.11. Authority's Obligations**

- a. Authority shall nominate a representative to act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Vendor.
- b. Authority shall make best efforts to provide timely approval to the Vendor as and when required, which may include approval of Project Plan, work methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.
- c. The Authority's representative shall interface with Vendor, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. The Authority shall provide adequate cooperation in providing details,

coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Authority is proper and necessary.

- d. Authority may provide on Vendor's request, particulars/ information/ or documentation that may be required by Vendor for proper planning and execution of work and for providing services covered under this contract and for which Vendor may have to coordinate with respective Vendors.

## 1.12. Payments

- a. Subject to due completion of the work and certification by Authority/Authority's representative Authority shall make payments to Vendor at the times and in the manner set out in the Payment schedule as specified in this RFP. Authority shall make all efforts to make payments to Vendor within 45 days of receipt of invoice(s) and all necessary supporting documents.
- b. All payments agreed to be made by the Authority to the Vendor in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and Authority shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/or the Services.
- c. No invoice for extra work/ change order on account of change order shall be submitted by Vendor unless the said extra work/ change order has been authorized/ approved by the Authority in writing in accordance with Change Control Note ([Volume III section 2.9 & 2.10](#) of this RFP).
- d. In the event of Authority noticing at any time that any amount has been disbursed wrongly to Vendor or any other amount is due from Vendor to the Authority, the Authority may without prejudice to its rights recover such amounts by other means after notifying Vendor or deduct such amount from any payment falling due to the Vendor. The details of such recovery, if any, shall be intimated to the Vendor. The Vendor shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Authority or the Vendor.
- e. All payments to Vendor shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Authority may have paid or incurred, for which under the provisions of the Contract, Vendor is liable, the same shall be deducted by Authority from any dues to Vendor. All payments to Vendor shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Authority to Vendor on chargeable basis.

### 1.13. Intellectual Property Rights

- a. The Authority shall retain ownership of, right, title and interest in all technical information, designs, and drawings shared with the Vendor including all worldwide Technology and intellectual property and proprietary rights
- b. Preservation of Notice Licensee shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any Licensed Technology or materials provided under this Agreement, and shall reproduce all such notices and legends when incorporating Licensed Technology or materials into any Integrated Products.
- c. The Vendor must ensure that while using any software, hardware, processes, document, and design or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/ Company. 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
- d. Authority shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by Vendor solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. Vendor undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Authority, execute all such agreements/documents and obtain all permits and approvals that may be necessary in regard to the Intellectual Property Rights of the Authority.
- e. If Authority desires, Vendor shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by Vendor, the same shall be acquired in the name of the Authority, prior to termination of this Contract and which may be assigned by the Authority to Vendor for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Authority.

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- f. Vendor shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by Authority in writing.
- g. The NDA signed by the Vendor shall also form part of this Agreement.

#### **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.
- c. Vendor agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract
- 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.)
- e. Should Vendor fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, Vendor shall pay the same. Vendor shall indemnify Authority against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Authority/Prime Vendor.

- f. The Authority shall if so, required by applicable laws in force, at the time of payment, deduct income tax payable by Vendor at the rates in force, from the amount due to Vendor and pay to the concerned tax authority directly.

## 1.15. Indemnity

- a. Vendor shall indemnify the Authority from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
- 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
  - ii. any breach of any of the terms of Vendor's bid as agreed, the RFP and this Contract by Vendor
  - 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
- 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.
- 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 its 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.

## 1.16. Warranty & Comprehensive AMC

### A. Warranty

- a) The Bidder/Supplier shall provide 5 years onsite comprehensive warranty support (3 years std. warranty + 2 years Extd. warranty) for IT Infrastructure, Software maintenance as specified in RFP including all accessories/components. PBG shall be valid till the warranty period.
- b) Bidder should maintain sufficient spares for all critical components and should provide support such that the **typical downtime for every occurrence should not be more than 4- hours.**
- c) The Bidder warrants that the Goods supplied under the Contract shall be of proven technology, new, non-refurbished, unused and recently manufactured.



- d) The Bidder further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship, in so far as the equipment fails to meet the requirements of this technical specification, for a period of 60 months (5 years) from the date of final acceptance by the purchaser after completion of 30 days trouble free operation.
- e) The Bidder has to provide std. onsite warranty for all deliverables for 5 years. Any bug arising during this period or any performance issue observed during this period has to be resolved by vendor at no additional cost.
- f) The Authority shall promptly notify the Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Authority may have against the Bidder under the Contract.
- g) If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Authority may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Authority may have against the Bidder under the Contract and/ or under Applicable Law.
- h) Any Approved Vendors specific warranty terms that do not conform to conditions under this Contract shall not be acceptable.
- i) Successful Bidder/Vendor shall provide shall provide 24x7 technical support as and when required during warranty period and provide resolution of all software bugs during warranty period and shall agree for addition of new features in software arising during operational phase based on user feedback and network operational requirements.
- j) Successful Bidder/Vendor shall depute qualified engineer for software & IT infrastructure support (Refer Section 3.1 detailed scope of work) - with experience in relevant field at the site. This person will be responsible for operation & maintenance of entire system.
- k) In case the manufacturer discontinues any model, Supplier shall supply equipment/item with equivalent / higher model meeting required specifications at no extra cost and ensure that it gets integrated within the system.

- l) Repair to be carried out at the installed site only. In case the system or any equipment cannot be repaired at the installed site, successful bidder should take user/Authority approval for taking the equipment to the repair facility.
- m) In case the problem is not resolved within admissible time, deterrent cost of failed equipment will be levied/ recovered from the supplier as a compensation for unresponsive period beyond admissible time. Recovery of compensation will be adjusted in the payment of charges or other due/payment.
- n) Service Level Agreement (SLA) will be signed with successful bidder/Vendor, the non-SLA compliance penalty i.e., Liquidated Damages (LD) will be levied in case if the defect not resolved in the admissible period as tabulated below to meet contractual requirements.

SN	Support for Resolution of Defect	Max. No. of Days	LD
1	Mainland Metros (Ahmedabad, Gandhinagar, Bengaluru, Hyderabad, New Delhi, Mumbai, Chennai, Kochi, Vishakapatnam, Kolkata)	3	Exceeds 3 Days - 25% Exceeds 6 Days - 50% Exceeds 30 Days - 100%
2	Mainland Sites (Non-Metro)	5	Exceeds 5 Days- 25% Exceeds 10 Days - 50% Exceeds 30 Days - 100%
3	Island Sites	7	Exceeds 7 Days- 25% Exceeds 15 Days - 50% Exceeds 30 Days - 100%

## B. Comprehensive AMC(CAMC)

- a) The Bidder/Supplier shall provide CAMC for 2 years (6<sup>th</sup> & 7<sup>th</sup> year) after successful completion of 3 years std warranty and 2 years extended warranty for IT Infrastructure & Software maintenance support as specified in RFP.
- b) Based on need AMC contract will be finalized and executed by user with separate PO. CAMC will be paid on half-yearly basis, based on user certification or nominated Authority.
- c) Bidder/Vendor shall carry out preventive/corrective maintenance of entire system including software once in every three months (at least 4 times in a year).
- d) The supplier shall prepare a Scheduled maintenance plan consisting of periodicity of the maintenance and a comprehensive check list involving all the hardware and

software systems and shall submit it to Authority for approval. The maintenance shall be carried out as per the approved plan. The checklists prepared by the supplier and approved by the Authority shall be submitted in each quarter/Half yearly along with the user certifications. This plan shall include preventive maintenance also (replacement of the parts before failure, based on design life and on the measured values).

- e) Successful bidder/Vendor shall depute qualified engineer for software & IT infrastructure support (Refer Section 3.1 detailed scope of work) - with experience in relevant field at the site. This person will be responsible for operation & maintenance of entire system.
- f) Repair to be carried out at the installed site only. In case, the system or any equipment cannot be repaired at the installed site within the stipulated period, the supplier has to replace the faulty unit.
- g) Payment during the AMC period will be made half yearly on submission of preventive maintenance report duly signed by user/site in charge nominated by authority.
- h) The Supplier shall carryout maintenance of all the supplies such as software, all the equipment and repair/replace of all the defective components, major or minor at no additional charge other than the CAMC contract charges. In case the manufacturer discontinues any model, Supplier shall supply item with equivalent / higher model meeting required specifications at no extra cost and ensure that it gets integrated within the system including software, etc.
- i) In case the manufacturer discontinues any model, Supplier shall supply equipment/item with equivalent / higher model meeting required specifications at no extra cost and ensure that it gets integrated within the system.
- j) In case the problem is not resolved within admissible time, prorated deterrent cost of failed equipment/system will be levied/ recovered from the successful bidder as a compensation for downtime beyond admissible time. Recovery of compensation will be adjusted in the payment of CAMC charges or other due/payment.
- k) Service Level Agreement (SLA) will be signed with successful bidder/Vendor, The Liquidated Damages (LD) will be laid if the support for the resolution of the defect beyond admissible period.
- l) SLA rules CAMC will be similar to warranty support

### **1.17. Term and Extension of The Contract (Contract Period)**

- a. The Contract period shall commence from the date of signing of contract or Issuance of Lol, whichever is earlier, and shall remain valid for 24 Months from the date of signing of the Contract

- 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.
- d. Where the Authority is of the view that no further extension of the term be granted to the Vendor, the Authority shall notify the Vendor of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, the Vendor shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Authority shall either appoint an alternative agency/ Vendor or create its own infrastructure to operate such Services as are provided under this Contract.

### **1.18. Dispute resolution**

- a. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and/ or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) day notice to refer the dispute to arbitration to the other Party in writing.
- b. In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The Arbitration proceedings shall be held in Bangalore.
- c. The Arbitration proceeding shall be governed by the substantive laws of India.
- d. The proceedings of Arbitration shall be in Hindi/English language.
- 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. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

- f. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Bangalore High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
- g. Any letter, notice or other communications dispatched to Vendor relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the Authority by Vendor shall be deemed to have been received by Vendor although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever
- h. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, the replacement shall be appointed in the same manner as specified in clause (f) above. Such person shall in the event both parties consent and in so far as practicable proceed with the reference from the stage where the predecessor had left. The Arbitrator may otherwise initiate proceedings de novo.
- i. It is a term of the Contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 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.
- k. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the Parties.
- l. The fees of the arbitrators, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

### 1.19. Conflict of Interest

- a. Vendor shall disclose to the Authority in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for Vendor or Vendor's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

### 1.20. Publicity

- a. The Vendor shall not make or permit to be made a public announcement and/ or media release about any aspect of this Contract unless the Authority first gives the Vendor its written consent.
- b. In case the Vendor is found to have made public announcements and/ or media releases about any aspect of this Contract without the Authority's written consent, the Authority reserves the right to apply penalties and/ or blacklist the Vendor.

### 1.21. Force Majeure

- a. Force Majeure Event

As used in the Contract, Force Majeure Event means the occurrence of any of the Non-Political Events, the Political Events or the Other Events, set out in the Contract including the impact/ consequence thereof which:

- i. Is beyond the control of the Party claiming to be affected thereby (the "**Affected Party**");
- ii. Prevents completely or partially the Affected Party from performing or discharging its obligations under the Agreement; and
- iii. The Affected Party has been unable to overcome or prevent despite exercise of due care and diligence.

- b. Non-Political Events

Any of the following events which prevent the Affected Party from performing any of its obligations for a continuous period of not less than 7 (seven) Days from the date of its occurrence, shall constitute a Non-Political Event:

- i. Act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external

to the Project Site and by reasons not attributable to the Vendor or the Contractor or any of the employees or agents of the Vendor or the Contractor);

- ii. Strikes or boycotts (other than those involving the Vendor, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them), and not being an “Other Event” set forth in Volume III Section 1.28, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Vendor or the Contractor;
- iii. Any event or circumstance of a nature analogous to any of the foregoing.

c. Political Events

Any of the following events shall constitute Political Event:

- i. Change in Law for which no relief is provided under the provisions of the Agreement, resulting in Material Adverse Effect;
- ii. Action of a Government having Material Adverse Effect including but not limited to:
  - I. Acts of expropriation, compulsory acquisition or takeover by any Government of the Project/Project Facilities and Services or any part thereof or of the Vendors or the Contractor’s rights under any of the Project Contracts, and
  - II. Any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than the Vendor’s or the Contractor’s breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the Vendor or the Contractor as the case may be is bound
- iii. Early determination of the Agreement by AUTHORITY for reasons of national emergency, national security or the public interest;
- iv. Any failure or delay of a Contractor caused by any of the aforementioned Political Events, for which no offsetting compensation is payable to the Vendor by or on behalf of the Contractor; or
- v. Any event or circumstance of a nature analogous to any of the foregoing.

d. Other Events

Any of the following events which prevents the Affected Party from performing any of its obligations under the Agreement for a continuous period of not less than 14 (fourteen) Days from the date of its occurrence, shall constitute the Other Event:

- i. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
  - ii. Industry wide or State-wide strikes or industrial action;
  - iii. Any civil commotion, boycott or political agitation which prevents collection of Fee by the Vendor;
  - iv. Epidemics, pandemics or quarantine restrictions
  - v. Any judgment or order of a court of competent jurisdiction or statutory AUTHORITY in India made against the Vendor or the Contractor in any proceedings which is non-collusive and duly prosecuted by the Vendor; and any judgment or order of a court of competent jurisdiction or statutory AUTHORITY in India made against the Vendor or the Contractor in any proceedings which is non collusive and duly prosecuted by the Vendor other than relating to proceedings
    - I. Pursuant to failure of the vendor to comply with any Applicable Law or Applicable Permit; or
    - II. on account of breach of any Applicable Law or Applicable Permit or of any contract; or
    - III. Enforcement of the Agreement; or
    - IV. With respect to exercise of any of its rights under the Agreement by Authority;
  - vi. Any event or circumstance of a nature analogous to any of the foregoing.
- e. Notice of Force Majeure Event
- i. The Affected Party shall give written notice to the other Party in writing of the occurrence of any of the Force Majeure Event (the "Notice") as soon as the same arises or as soon as reasonably practicable and in any event within 14 (fourteen) Days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under the Agreement.
  - ii. The Notice shall *inter-alia* include full particulars of:



- I. The nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;
  - II. The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Affected Party's ability to perform its obligations or any of them under the Agreement;
  - III. The measures which the Affected Party has taken or proposes to be taken, to alleviate the impact of the Force Majeure Event or to mitigate the damage; and
  - IV. Any other relevant information.
- iii. So long as the Affected Party continues to claim to be affected by a Force Majeure Event, it shall provide the other Party with periodic (fortnightly/monthly) written reports containing the information called for by Section above and such other information as the other Party may reasonably request.
- f. Performance of Obligations
- i. If the vendor is rendered wholly or partially unable to perform any of its obligations under the Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:
    - I. Due notice of the Force Majeure Event has been given to Authority as required by the preceding Article
    - II. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event
    - III. The vendor has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Property/Project Asset/Project Facilities as a result of the Force Majeure Event and to restore the Property/Project Asset/Project Facilities, in accordance with the Good Industry Practice and its relative obligations under the Agreement
    - IV. When the vendor is able to resume performance of its obligations under the Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;

- V. The vendor shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with the Agreement;
- VI. Any insurance proceeds received shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to by Authority.

## 1.22. Delivery

- 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.
- 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.

## 1.23. Insurance and others

- a. The Goods supplied under this 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.
- 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.
- 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:
  - 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.
  - 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

- 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

## **1.24. Transfer of ownership**

- 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.
- 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.

## **1.25. Exit management plan**

- 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, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, and Delivery Schedule monitoring.
  - 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;
  - ii. Exit Management plan in case of normal termination of Contract period
  - iii. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
  - iv. Exit Management plan in case of termination of vendor

- 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
- b. Exit Management plan at the minimum adhere to the following:
  - i. Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Independent Engineer/ Authority
- c. In the event of termination or expiry of the contract, Project Implementation, or Delivery Schedule monitoring, both vendor and Authority shall comply with the Exit Management Plan.
- d. During the exit management period, vendor shall use its best efforts to deliver the services.

## Volume III

### 2. Chapter.2 Special Conditions of Contract

#### 2.1. Performance Bank Guarantee (Performance Security)

- a. Vendor shall furnish Performance Bank Guarantee to the Authority at the time of signing the Contract which shall be equal to 05% of the value of the Contract and shall be in the form of a Bank Guarantee from a Nationalized/ Scheduled Bank in the Proforma given in the RFP within 15 days after issuance of letter of intent (LOI) or Letter of Award (LoA) which would be valid up to a period of six months after the contract period (5 years of warranty period).

#### 2.2. 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 the 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.
- ii. The deduction shall not in any case exceed 10% of the contract value.
- 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 obligations to complete the Work or from any other obligations and liabilities under the Contract.
- iv. Delay not attributable to the vendor shall be considered for exclusion for the purpose of computing liquidated damages.

#### 2.3. Risk Purchase Clause

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.

## **2.4. Limitation of Liability**

### **a. Limitation of Liability:**

- i. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- ii. Except in case of gross negligence or wilful misconduct on the part of Vendor or on the part of any person or company acting on behalf of Vendor in carrying out the Services, the Vendor shall not be liable to Authority with respect to damage caused by Vendor to Authority's property for an amount exceeding the amount specified in clause iv herein below,:
- iii. For any indirect or consequential loss or damage; and
- iv. 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.
- v. This limitation of liability shall not affect the Vendor liability, if any, for damage to Third Parties caused by the Vendor or any person or company acting on behalf of the Vendor in carrying out the Services.

## **2.5. Security and safety**

- a. The vendor shall comply with the directions issued from time to time by the Authority and the standards related to the security and safety, in so far as it applies to the provision of the Services.
- b. The vendor shall upon reasonable request by the Authority, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

## **2.6. Confidentiality**

- a. The Vendor shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/ Contract and/ or Authority's business/ operations, information, Application/ software, hardware, business data, architecture schematics, designs, storage media and other information/ documents without the prior written consent of the Authority.

- b. The Authority reserves the right to initiate legal proceedings, civil or criminal, against the Vendor in relation to a dispute arising out of breach of obligation by the Vendor under this clause.
- c. The Vendor shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a Non-Disclosure Agreement with the Authority to the satisfaction of the Authority.
- d. The Vendor shall notify the Authority promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by the Contract or with the authority of the Authority.
- e. The Vendor shall be liable to fully compensate the Authority for any loss whether monetary or otherwise from breach of confidentiality.
- f. As part of this clause, the Vendor shall execute the Non-Disclosure Agreement as per the format indicated in this RFP.

## **2.7. Events of default by the vendor**

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:

- a. The Vendor/ Vendor's Team has failed to perform any instructions or directives issued by the Authority which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
- b. Vendor / Vendor's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures/ Delivery Schedule, or if 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;
- c. Vendor has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Authority, despite being served with a default notice which laid down the specific deviance on the part of Vendor / Vendor's Team to comply with any stipulations or standards as laid down by the Authority; or

- d. Vendor / Vendor's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Authority during the term of this Contract and which the Authority deems proper and necessary for the execution of the scope of work under this Contract
- e. Vendor / Vendor's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract
- f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to Vendor.
- g. Vendor/ Vendor's Team has failed to comply with or is in breach or contravention of any applicable laws.

Where there has been an occurrence of such defaults inter alia as stated above, the Authority shall issue a notice of default to Vendor, setting out specific defaults/ deviances/ omissions/ non-compliances/ non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.

Where despite the issuance of a default notice to Vendor by the Authority, the Vendor fails to remedy the default within the cure period specified above to the satisfaction of the Authority, the Authority may, where it deems fit, extend the cure period or terminate the contract forthwith by issuing a termination notice.

## **2.8. Termination**

Under normal circumstances, termination/ short closing of the contract to be entered into with the Vendor, pursuant to acceptance by the Authority of its offer following the issue of RFP, is not foreseen. However, the Authority, reserves the right to terminate the Contract in whole or part by giving ninety (90) days prior notice in the following circumstances.

- a. Due to repeated or material non-performance in the execution of contract so entered into;
- b. If the Vendor fails to deliver/ meet the requirements of Authority within the stipulated delivery schedule (and extension, if any granted by the Authority) thereof;
- c. If the Vendor fails to honour the whole or any part of the contract to be entered into including failure to deliver/ meet the requirements of Authority within the stipulated time as per the contract;



- d. If the Vendor is found to have made any false or fraudulent declaration or statement in the offer made following the issue of RFP, to obtain the contract or the Vendor is found to be indulging in unethical or unfair trade practices;
- e. If the Vendor is found to have been engaged in unethical and incorrect practices
- f. If the Vendor is subject to a proceeding for insolvency which is admitted and no stay of such order is obtained within a period of one month.
- g. Vendor fails to comply with the Delivery Schedule specified in this RFP
- h. When both the parties agree mutually for termination
- i. Any special circumstances, which in the sole discretion of the Authority justifies the termination of contract, such as infringement of Intellectual Property Rights, failure to comply with confidentiality obligations, or failure to comply with security related directions and/ or guidelines etc.

#### Without Fault of the Vendor

- a. The Authority may in its sole discretion terminate this Contract without assigning any reason or default of the Vendor.
- b. 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.
- c. Subject to the Vendor conforming with the instructions, Authority shall take over from the Vendor at a fair and reasonable price all finished parts not yet delivered to the Authority, all unused and undamaged material, bought-out components and articles in course of manufacture in the possession of the Vendor and property obtained by or supplied to the Vendor for the performance of the contract, except such material, bought-out components and articles in course of manufacture as the Vendor shall elect to retain, with the written consent of the Authority.
- d. The Authority will agree to indemnify the Vendor against such part of any loss of profit as is proven to be attributable to the cancellation of the contract to be entered into and against any damage resulting from the cancellation of such contract, in particular against any commitment, liabilities or expenditure which are reasonably and properly chargeable by the Vendor and are related to such contract, in so far as the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss to the Vendor by reason of the cancellation of the contract to be entered into.

- e. The amount of compensation payable shall be fixed on the basis of evidence produced by the Vendor and accepted by the Authority, which will be binding on the Vendor.
- f. The Authority shall in no circumstances be liable to pay any sum which, when added to the other sums paid, due or becoming due to the Vendor under the contract to be entered into, exceeds the total payment for the work set forth in the contract.
- g. The ownership of all materials, parts and unfinished work paid for by the Authority under the provisions of this paragraph shall be vested in or transferred to the Authority as soon as they have been paid for.

With fault of the Vendor:

- a. The Authority reserves the right, after full consideration of all relevant circumstances, including the observations of the Vendor, to cancel a contract in any of the following circumstances.
  - i. In the event of the Vendor's failure to meet:
  - ii. The Technical requirements of the contract and Project; and
  - iii. The Progress and/or delivery requirements of the Project.
- b. If the Vendor has not observed the provisions set out in concerning the disclosure and use of information provided by the Authority;
- c. If the Vendor transfers its contract to be entered into pursuant to acceptance of its offer following the issue of RFP without the Authority's prior written authorization or concludes sub-contracts against the Authority's explicit directive; and
- d. In the event the Vendor repudiates the contract or fails to dispatch or deliver all or part of the goods ordered for reasons other than those proven to be owing to the Authority's actions, the Authority may, by giving an appropriate notice in writing to the Vendor, fix a Date of Essence by which the Vendor must complete the dispatch in full. 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.
- e. In the event of such cancellation, Authority shall, unless otherwise specified in the contract, only pay:

- i. The contractual value of items delivered and accepted under the contract before receipt of notification of cancellation, or to be accepted under the special conditions of cancellation.
  - ii. A fair and reasonable price in respect of such work as has been carried out prior to the receipt of notification of cancellation by the Vendor.
- f. 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:
- 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.
  - 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.
  - 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. In the case referred to in sub- points (a) and (b) above, and in order to ensure completion of the supply of the goods and/or services under the Project, the Vendor in default shall, where the use of intellectual property rights is required, do everything in its power to enable the new Party or Authority to use the rights concerned. The Vendor in default shall make no claim in respect of such use and shall bear the cost of the fees due to third parties for the use of their rights.

## **2.9. Consequence of Termination**

- a. In the event of termination of the Contract due to any reason the Authority shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which Vendor shall be obliged to comply with and take all available steps to

minimize loss resulting from that termination/ breach, and further allow and provide all such assistance to the Authority and/ or the successor agency/ service provider, as may be required, to take over the obligations of the Vendor in relation to the execution/ continued execution of the requirements of the Contract.

- b. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the 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. In case of any loss or damage due to the default on the part of the Vendor in performing any of its obligations with regard to executing the Schedule of Requirements under the Contract, the Vendor shall compensate the Authority for any such loss, damages or other costs, incurred by the Authority. Additionally, members of its team shall perform all its obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of Vendor as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/ any functions as stipulated by the Authority and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of Vendor's Bid, the Bid Document and the Contract
- c. Nothing herein shall restrict the right of the Authority to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/ or remedies that may be available to the Authority under law except in a case, where the services are terminated due to force majeure.
- d. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

## **2.10. Defect Liability after Termination**

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.

## **2.11. Change Control**

- a. This applies to and describes the procedure to be followed in the event of any proposed change to contract, implementation plan, and Delivery Schedule.
- b. The change shall be notified using the Change Control Note (CCN) which is indicated in this RFP.
- c. Change requests in respect of the contract, implementation plan, or the Delivery Schedule shall emanate from the Vendor's representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process.
- d. The Vendor's representative shall complete Part A of the CCN. CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the Authority.
- e. The Vendor and the Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required
- f. The CCN shall be applicable for the items which are beyond the stated/ implied scope of work as per the RFP document.
- g. Vendor shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN Vendor shall provide as a minimum:
  - i. a description of the change;
  - ii. a list of deliverables required for implementing the change;
  - iii. a timetable for implementation;
  - iv. an estimate of any proposed change;
  - v. any relevant acceptance criteria;
  - vi. an assessment of the value of the proposed change;
  - vii. Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Delivery Schedule.
- h. Prior to submission of the completed CCN to the Authority or its nominated agencies, Vendor shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, Vendor shall consider the materiality of the proposed change in the context of the Agreement, the sites, Delivery Schedule affected by the change and the total effect that may arise from implementation of the change.

## 2.12. Change Control Note

Change Control Note		CCN Number:
<b>Part A: Initiation</b>		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
<b>Details of Proposed Change</b>		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by Authority	Date:	
Name:		
Signature:		
Received by the Vendor	Date:	
Name:		
<b>Signature:</b>		
Change Control Note		CCN Number:
<b>Part B: Evaluation</b>		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, payment terms, payment profile, documentation, training, Delivery Schedule and component working arrangements and any other contractual issue.		
<b>Brief Description of Solution:</b>		
<b>Impact:</b>		



<b>Deliverables:</b>	
<b>Timetable:</b>	
<b>Charges for Implementation:</b> (including a schedule of payments)	
<b>Other Relevant Information:</b> (including value-added and acceptance criteria)	
<b>Authorized by the Vendor</b>	<b>Date:</b>
<b>Name:</b>	
<b>Signature:</b>	
<b>Change Control Note</b>	<b>CCN Number:</b>
<b>Part C: Authority to Proceed</b>	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
<b>Approved</b>  <b>Rejected</b>  <b>Requires Further Information</b> (as follows, or as Attachment 1 etc.)	
<b>For Authority and its nominated agencies</b>	<b>For Vendor</b>
Signature	Signature
Name	Name
Title	Title
Date	Date

@@@@@