

**Request for Proposal
Design, Manufacture, Supply
and Maintain Integrated NavIC
and GPS Receivers**

29th November 2017

**Ministry of Electronics and Information Technology
Electronics Niketan,
6, CGO Complex
New Delhi-110 003**

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Acronyms

Abbreviation	Description
IRNSS	Indian Regional Navigation Satellite System
NavIC	Navigation with Indian Constellation
GPS	Global Positioning System
RFP	Request for Proposal
GEO	Geo-stationary Orbit
GSO	Geo-synchronous Orbit
GoI	Government of India
MeitY	Ministry of Electronics & Information Technology
ISRO	Indian Space Research Organization
C-DAC	Centre for Development of Advanced Computing
DoS	Department of Space
ATMP	Assembly Test Mark Pack
SLA	Service Level Agreement
GNSS	Global Navigation Satellite Systems
ICD	Interface Control Document
PRSG	Project Review and Steering Group
TC	Technical Committee
DSC	Digital Signature Certificate
CCA	Controller of Certifying Authorities
EMD	Earnest Money Deposit
MSME	Micro and Small Enterprises
PDF	Portable Document Format
XLS	Excel Spreadsheet
RAR	Roshal Archive
DWF	Drawing Web Format
JPG	Joint Photographic Experts Group
ISO	International Organization for Standardization

1. About this RFP

1.1. Introduction

Indian Regional Navigation Satellite System (IRNSS) named as NavIC is ISRO's initiative to build an independent and regional satellite navigation system based on a constellation of seven GEO and GSO satellites. The satellites are placed in two different orbital planes; 3 satellites in the Geo-stationary orbit (GEO) and 4 satellites in the Geo-synchronous orbit (GSO) with an inclination of 29°. It provides accurate position information service to users in India as well as the region extending up to 1500 km from its boundary of India. An extended service area lies between primary service area and the area enclosed by the rectangle from Latitude 30 deg south to 50 deg North, Longitude 30 deg East to 130 deg East.

Government of India envisages commercialization of NavIC user receivers to promote an indigenous positioning technology. Integrated NavIC and GPS receiver chip will improve overall signal availability and position accuracy in urban areas and will also support additional messaging facility unlike GPS-only receiver chip. Also NavIC system is totally under Indian control, which is a major requirement for a sovereign country. This information has a lot of business potential, and thus the development of an indigenous system - dovetails well with **'Make in India', and 'Digital India' programs.** NavIC receivers can be used for Terrestrial, Aerial and Marine Navigation, Disaster Management, Vehicle Tracking and Fleet Management, Location Services on Mobile Phones, Mapping and Geodetic Data Capture, Terrestrial Navigation aid for Hikers and Travelers, Visual and Voice navigation for drivers etc.

1.2. Important Dates

- i. Bidding agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- ii. RFP and corrigenda there on shall be published on www.eprocure.gov.in and www.meity.gov.in.
- iii. This RFP document is not transferable.
- iv. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.

S. No.	Information	Details
1.	RFP Release Date	29/11/2017
2.	Last date for submission of written queries for clarifications	8/12/2017
3.	Date of pre-bid briefing	12/12/2017
4.	Last Date (Deadline) for submission of Bids	15/01/2018
5.	Opening of responses: Pre Qualification Bids	15/01/2018
6.	Opening of Technical bids	To be informed later
7.	Opening of Financial bids	To be informed later
8.	Contact person for queries	Dr Dhawal Gupta Scientist D/Joint Director Ministry of Electronics and Information Technology Electronics Niketan , 6, CGO Complex New Delhi-

		110 003 Tel: +91-11-24301238
9.	Email Address for all Bid Correspondence	dhawal@gov.in
10.	Addressee and Address at which proposal in response to RFP notice is to be submitted	Dr Dhawal Gupta Scientist D/Joint Director Room No. – 2038, 2ndFloor Ministry of Electronics and Information Technology Electronics Niketan , 6, CGO Complex New Delhi- 110 003
11.	Earnest Money Deposit (EMD) in the form of a Bank Draft or Bank Guarantee	Rs 30,00,000/- Lakhs in the form of a Demand Draft OR Bank Guarantee Issued by any Scheduled bank in favor of PAO, MeitY payable at Delhi.
12.	RFP document fee (Non-refundable and Not exempted)	INR 5,000 (INR Fifty thousand only) by DD in favor of PAO, MeitY, payable at New Delhi from any of the Commercial bank.

2. Terms of Reference

2.1. Objective of the RFP

The project of setting up and promoting an indigenous positioning technology with an inbuilt messaging system is a unique initiative of Government of India. NavIC is unique since it is an independent and regional satellite navigation system of India.

Ministry of Electronics & Information Technology (MeitY), Government of India is trying to support companies facilitate market entry of NavIC in established market of tracking and navigation. Hence, MeitY seeks proposals from bidder to design, manufacture, supply and maintain Integrated NavIC and GPS chips and ensure deployment of Integrated NavIC and GPS receivers.

This RFP would be awarded to single bidder. The bidder has the option to form consortium to leverage expertise in functions such as manufacture, supply, marketing, support etc.

2.2. Scope of work

1. The bidder should design, manufacture, supply and maintain 10 lakhs Integrated NavIC and GPS chips and ensure deployment of Integrated NavIC and GPS receivers.
2. The bidder can form consortium with partners to meet the scope of work mentioned. The mm bidder can leverage the expertise of the partners – Design/Fabrication/ATMP/Sales or any other relevant expertise required to supply Integrated NavIC and GPS chips.
3. The bidder can supply the Integrated NavIC and GPS chips to Global Navigation Satellite System (GNSS) module manufacturers or directly to GNSS receiver manufacturers.
4. The bidder has to get acknowledgment copy of the successful deployment of the chipsets from the aforesaid buyers.

<u>Phase 1: Development Phase: Integrated NavIC and GPS Chip design and development</u>
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<u>Development Stage I: Successful testing of the proof of concept of Integrated NavIC and GPS chip</u>
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Timeline: 14 months

<u>Development Stage II: Successful testing of the proof of concept of Integrated NavIC and GPS receiver device. Bidder Readiness for supply of chipsets at commercial level</u>

Timeline: 4 months

<u>Phase 2: Implementation Phase: Deploy 10 lakhs Integrated NavIC and GPS Receivers</u>

Timeline: 2 Years after completion of Phase 1

<u>Phase 3: Support and Maintenance Phase: Support and Maintenance of Integrated NavIC and GPS Chips</u>

Timeline: 3 Years after successful deployment

2.2.1. Phase 1: Integrated NavIC and GPS chip design and development

Development Stage I

In this phase bidder shall design and develop the Integrated NavIC and GPS chipset proof of concept. Timeframe of total 14 months shall be given for proof of concept of chipset. Activities involved in this phase are-

1. Design of the Integrated NavIC and GPS chipset. The chipset must comply with the technical specifications mentioned in the RFP in Annexure E.1.
2. Any deviation with respect to the specifications shall be discussed with C-DAC. Decision of the members in the technical committee must be considered final in this regards.
3. Successful proof of concept of the chipset must be shown to ISRO. Complete testing report of the working of the chipset in various geographical and climatic conditions must be approved by ISRO. ISRO will carry out the chipset acceptance tests using its own NavIC & GPS Signal Simulators and field trials at Ahmedabad and/or Bengaluru with Live satellite signals. Bidder Representative may also be allowed to participate in these testing and trials on request. Annexure E.2 gives the Chipset/Module Acceptance Criteria before giving clearance for production lot.

Development Stage II

In this phase bidder shall get equipped to demonstrate the readiness at commercial deployment level. Provision of additional 4 months post development phase I is given to show the demonstration at the commercial level of the chipset in the receiver. Activities involved in this phase are-

1. The bidder shall get equipped to deploy the chipset at commercial level. For this purpose, bidder may get certificates relevant for commercial level deployment. These certificates might depend upon the sector specific application in which chipset is to be deployed.
2. Once the proof of concept is ready, bidder must showcase demo of the working of chipset in the receiver at commercial level to C-DAC.
3. C-DAC shall test the working of the Integrated NavIC and GPS receiver device. Successful testing report must be approved by C-DAC.
4. Release of support amount is as per Section 8 Deliverables, payments and timelines in the RFP.

2.2.2. Phase 2: Deploy 10 lakhs Integrated NavIC and GPS Receivers

In this phase bidder is required to supply 10 lakhs NavIC and GPS chips in span of 2 years. Also, the bidder must ensure that chipsets are getting deployed in the integrated NavIC and GPS receivers.

Activities involved in this phase are-

1. Minimum 1.25 lakh Integrated NavIC and GPS receivers must be deployed every quarter.
2. Provide progress-cum achievement reports on quarterly basis of the supply done of the chips in the format as mentioned in Annexure D.14 to C-DAC.
3. Provide invoices of the sales made to C-DAC.
4. Ensure deployment of integrated NavIC and GPS receiver device. Bidder has to submit acknowledgment copy of the deployment from the buyer.
5. The acknowledgment of the deployment and invoices of the sale is to be provided for release of support amount as per the timelines mentioned in Section 8 Deliverables, payments and timelines.
6. Manage inventory to meet the market demand.
7. Release of support amount is as per Section 8 Deliverables, payments and timelines in the RFP.

2.2.3. Phase 3: Support and Maintenance of Integrated NavIC and GPS Chips

Bidder shall provide a comprehensive warranty for 3 years from the date of sale of Integrated NavIC and GPS chipset. Activities involved in this phase are as below-

1. Customer helpdesk shall be provided for all types of service requests from the buyers regarding the Integrated NavIC and GPS chips functioning.
2. Bidder shall provide the performance warranty in respect of performance of the chipset to meet the performance requirements specified in the RFP.
3. The bidder shall develop and maintain an inventory database to include the registered hardware Warranty database to track warranty from date of sale of the chipset.
4. Reports from the warranty database must be shared at the end of 3 years to claim support amount as per deliverables, payments and timelines mentioned in the RFP. Also, the bidder has to submit acknowledgment from the buyer of the successful replacement of the chips if any.
5. The bidder shall have to stock and provide adequate chipsets to ensure that the service delivery commitment as per SLA is met.
6. Any chipset that is reported to be down on a given date should be replaced by a substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA). Substitution of chips under this clause shall not count towards deployment of the given number of chips under this Agreement.
7. Acknowledgment copy from the buyer of the successful replacement of the chips is required for disbursement of final amount.

2.3. Functional Specifications

The Integrated NavIC and GPS chips should be supplied to the GNSS module or GNSS receiver manufacturers for NavIC receiver device.

1. The Integrated NavIC and GPS receiver should be capable of supporting both Active and Passive types of Antenna (Dual Band-L1 & L5) and must have minimum one RF input. Typical cable length for antenna will be around 2 meters.
2. Bidder has the choice to either have an integrated single ASIC chip or Multi-chip Module or Separate RF and Baseband chips.
3. The desirable values for the parameters are specified in Annexure E.1; but these are very critical and expected to be as lower or optimum as possible.

2.4. Technical Specifications

ISRO has put the IRNSS Interface Control Document (called ICD) for the public (<http://www.isro.gov.in/irnss-programme>). This is the primary document which defines all the signal structures that the receiver manufacturer will use to design the complete NavIC Receiver.

Detailed technical specifications for Integrated NavIC and GPS chip are in Annexure: E.1. Bidder is free to choose the suitable technology nodes for RFIC and Baseband Processing chips to meet the overall specifications.

2.5. Role of Stakeholders

2.5.1. Role of MeitY

MeitY will:

- i. Encourage adoption of NavIC at commercial level
- ii. Release of RFP for selection of bidder to manufacture, supply & maintain Integrated NavIC and GPS chip at commercial level
- iii. Select the bidder basis the evaluation of technical and financial proposals
- iv. Release of funds to C-DAC phase wise as mentioned in Section 8 Deliverables, Payments and Timelines
- v. Audit of reports submitted by bidder to CDAC on successful deployment of Integrated NavIC and GPS chip
- vi. Constitute the Project Review and Steering Group (PRSG). PRSG shall monitor deliverables as per the schedule mentioned in RFP.

2.5.2. Role of C-DAC

C-DAC will:

- i. Monitor timely delivery of the milestones
- ii. Validate the progress report submitted by the bidder on successful sale of the Integrated NavIC and GPS chips
- iii. Validate the acknowledgement given by the bidder on successful deployment of the Integrated NavIC and GPS receivers
- iv. Submit the progress report on quarterly basis to MeitY/PRSG
- v. Review of the processes of NavIC receiver integration with various GNSS module or GNSS receiver manufacturers
- vi. Review and coordinate the support given by the bidder to the receiver manufacturer and review the receiver deployment issues
- vii. Disburse the funds (received from MeitY) to the bidder phase wise as mentioned in Section 8 Deliverables, Payments and Timelines

- viii. Test and approve the Integrated NavIC and GPS device
- ix. Participate in PRSG meeting
- x. Constitute a Technical Committee as per the terms mentioned in section 9.2
- xi. C-DAC will separately receive a fee for above mentioned role an amount equal to 15% of the Total Project cost (excluding taxes) from MeitY

2.5.3. Role of DoS/ISRO

DoS/ISRO will be responsible for:

- i. Provide technical support to the bidder on NavIC technology
- ii. Respond to the technology related queries raised by the bidder during manufacturing of Integrated NavIC and GPS chips
- iii. Provide upgrades of NavIC versions to the bidder and also necessary documentation related to the upgrades. These upgrades shall be incorporated by the bidder in the chipsets
- iv. Test the Integrated NavIC and GPS chip according to the technical specifications and functioning and provide the compliance report for the same
- v. Test the Integrated NavIC and GPS chip using NavIC & GPS Signal Simulators and conduct field trials at Ahmedabad and/or Bengaluru with live satellite signals
- vi. Participate in PRSG and Technical Committee meetings

3. Pre-bid Queries

- i. MeitY shall hold a pre-bid briefing meeting with the prospective bidders at MeitY, Ministry of Electronics and Information Technology Electronics Niketan , 6, CGO Complex New Delhi-110 003. The bidders will have to send their queries to MeitY by email to dhawal@gov.in.
- ii. All enquiries / clarifications from the bidders, related to this RFP, must be directed in writing exclusively to the contact person notified in this RFP document. Please refer to Annexure: D1 “Request for Clarifications” for pre-bid queries format.
- iii. The preferred mode of delivering written questions to the aforementioned contact person would be through fax or email. Telephone calls will not be accepted. In no event will the MeitY be responsible for ensuring that bidders' inquiries have been received by MeitY. The queries by the bidders will be provided in the format mentioned in Annexure D1
- iv. After distribution of the RFP, the contact person notified by MeitY will begin accepting written questions from the bidders. MeitY will make efforts to provide a full, complete, accurate, and timely response to all questions. However, MeitY makes no representation or warranty as to the completeness or accuracy of any response, nor does MeitY undertake to answer all the queries that have been posed by the bidders.

4. Bid submission

4.1. Bid Submission Instructions

- v. The bidders should submit their offers in three parts Pre-Qualification Bid, Technical Bid and Financial Bid as per format given in this document.
- vi. The bidder shall submit following envelopes

Envelope Number	Marked As	Content of Envelope
One	Response to Pre-Qualification criterion from <<Bidder Name>>	One Original Hard Copy, One Duplicate Hard Copy & One Soft Copy (in CD) of the documents as per Annexure D.17
Two	Technical bid/proposal from << Bidder Name>>	One Original Hard Copy, One Duplicate Hard Copy & One Soft Copy (in CD) of the documents as per Annexure D.16
Three	Commercial bid/proposal from <<Bidder Name>> Also, marked as “To be opened only post Technical evaluation of bids”	One Original Hard Copy of the Commercial bid/proposal as per Annexure D.12

- vii. The bidders should submit soft copy of technical bid on a non-rewritable CD media in a sealed envelope. Technical bid should be in a single file in PDF format.
- viii. The CD media must be duly signed using a permanent Pen/Marker and should bear the name of the bidder.
- ix. The bidder shall seal the response to the RFP, including response to pre-qualification criterion, Technical and Financial Proposals in an outer envelope marked “Response to RFP for Request for Proposal”. The envelope shall indicate the name and address of the bidder.
- x. The outer envelope shall indicate the name and address of the bidder to enable the proposal to be returned unopened in case it is declared “late”. Both inner and outer envelopes shall be addressed to MeitY at the address specified in section 1.2.
- xi. The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the bidder itself.
- xii. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- xiii. All pages of the proposal must be sequentially numbered and shall be initialed by the Authorized Representative of the bidder.
- xiv. A bidder is eligible to submit only one Bid for the Project.

4.2. Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their Bids, EMD of Rs 30,00,000 Lakhs in the form of a Demand Draft OR Bank Guarantee (in the format specified in Annexure D2) issued by any Scheduled bank in favor of PAO, MeitY payable at Delhi.

- ii. EMD must remain valid for at least 45 days beyond the final bid validity period and the validity of the EMD should be extended in the event the last date of bid validity is extended.
- iii. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- iv. Unsuccessful bidder's EMD will be discharged/ returned as promptly as possible, but not later than 30 days after the award of the contract to the Successful bidder.
- v. Proposals submitted without EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- vi. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix D.13.
- vii. The EMD may be forfeited:
 - a. If a bidder withdraws the bid during the validity period or any extension agreed by respondent bank thereof or increases his quoted prices during the period of bid validity or its extended period, if any; or
 - b. In the case of a successful bidder, if the bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
 - c. If the proposal is varied or modified in a manner not acceptable to the MeitY after opening of proposal during the validity period or any extension thereof.
 - d. If the bidder tries to influence the evaluation process.
 - e. If the shortlisted bidder withdraws its proposal during negotiations.
 - f. If the bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.
 - g. If any default by the bidder in respect of tender terms & conditions.
- viii. The EMD shall be submitted in a separately sealed envelope as mentioned in this section. Bids submitted without adequate EMD will be liable for rejection.
- ix. In case if bidder is a Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, the bidder is exempted from submitting the EMD amount.

4.3. Integrity Pact

The bidder is required to enter into an Integrity Pact with MeitY. For this, the bidder shall submit the original signed, stamped and notarized Integrity Pact as part of an envelope titled "Integrity Pact & EMD" as per dates mentioned, failing which, the Proposal submitted by the concerned bidder will be liable to be forthwith and summarily rejected. The format for the Integrity Pact is provided in Annexure D.15.

4.4. Technical Proposal guidelines

1. The bidder is expected to understand the complete solution footprint, the processes, functions of NavIC and GPS while preparing the Technical Proposal.
2. The bidder is required to provide in the Technical Proposal details of how it proposes to cover all the functional, technical areas and processes of Integrated NavIC and GPS receiver chip listed in this RFP.
3. The technical proposal should contain a detailed description of how the functional and technical requirements outlined in this RFP are met by the proposed solution. Bidder

should provide a comprehensive approach and methodology meeting all the functional and technical requirements.

4. MeitY retains the right of the final say in the interpretation of the scope of the Project in terms of the functions and processes of Integrated NavIC and GPS receiver chip, as listed in this RFP.
5. Since a process can be described in different manners, the bidder should clearly understand that any possible variations to the processes during the Requirements Analysis phase from the way they are specified in this RFP should not be considered as deviations or extensions to the original process specifications.
6. The bidder is expected to submit their bid in the format specified. Failure to use the specified formats may result in disqualification of the proposal.
7. The Technical Proposals must be direct, concise, and complete. Any information which is not directly relevant to this RFP should not be included in the proposal by the bidder.
8. The bidder is requested to provide documentary evidence of experience, methodology or any other information provided in the Technical proposal. The bidders are not expected to attach any promotional material or brochures with the proposal.
9. The bidder shall number all the pages of the Technical proposal including the annexure and other attachments. All pages should be signed by the authorized signatory.
10. The Technical proposal shall include the following major sections:
 - i) **Section I – Understanding of Scope of Integrated NavIC and GPS chips**
 - Understanding of Requirements and scope
 - Understanding of Market for Integrated NavIC and GPS chips
 - ii) **Section II – Proposed Approach and Methodology**
 - Overall approach and methodology for all components including designing, manufacturing and roll out plans
 - iii) **Section III – Work Plan**
 - Detailed work plan including timelines
 - iv) **Section IV – Proof of Similar work done in Past**
 - Details of the projects to be submitted as per Technical Evaluation Criteria Sheet
 - The project award date should not be before 01 April 2012
 - bidders to submit (a) Work Order/Purchase Order/Contract + Completion Certificates from the client; OR (b) Work Order + Certificate of Completion by the Statutory Auditor; (c) OR Work Order/Purchase Order/Contract + Phase Completion Certificate for Projects for which Development is complete for the client.
 - v) **Section V – Exit Management**
 - The bidder shall submit a structured & detailed Transition and Exit Management plan
11. Additional information directly relevant to the scope of services provided in the RFP may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response. However, this information will not be considered for evaluation purposes.

4.5. Venue and Deadline for submission

- i. Proposals must be received at the address specified in section 1 of this RFP
- ii. Any proposal received by the MeitY after the above deadline shall be rejected and returned unopened to the bidder
- iii. MeitY shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

- iv. MeitY reserves the right to
 - a. relax or waive any of the conditions stipulated in this RFP document as deemed necessary in the best interest of the Ministry and the objective of the scheme without assigning any reasons thereof and
 - b. include any other item in the scope of work at any time after consultation in the pre-bid meeting or otherwise
- v. MeitY reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments
- vi. In case, the day of bid submission is declared holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings

4.6. Bid Opening

The Proposals will be opened by MeitY in the presence of bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms to identify their bonafide for attending the opening of the proposal.

There will be three bid-opening events:

- a) Pre-Qualification bid
- b) Technical bid
- c) Commercial bid

The venue, date and time for opening the Pre-qualification bid are as mentioned in section 1.2. The date and time for opening of Technical bid and Commercial bid would be communicated to the qualified bidders.

The Technical Bids of only those bidders will be opened who clears the Pre-qualification stage.

The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks in Technical Bid.

4.7. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

MeitY reserves the right to accept or reject any proposal, and to annul the tendering process/public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for MeitY's action.

4.8. Notification of Award

- i. Prior to the expiration of the validity period, MeitY will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, MeitY reserves the right to extend the validity period of the bid.
- ii. The notification of award will constitute the initial formation of the contract which shall be valid till the execution of the agreement between the parties. Upon the successful bidder's furnishing of Performance Bank Guarantee, MeitY will notify each unsuccessful bidder and return their EMD.

5. Bid Evaluation

5.1. Tender Evaluation Committee

- i. The Tender Evaluation Committee constituted by the MeitY shall evaluate the Bids.
- ii. The decision of the Tender Evaluation Committee in the evaluation of the Technical (including Pre-Qualification) and Financial bids shall be final. Technical Bid evaluation is to ensure that the proposed solution by the bidder meets the functional/technical requirements as outlined in the RFP Document. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- iii. Tender Evaluation Committee will evaluate and compare the bids determined to be substantially responsive. It is Tender Evaluation Committee's intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the criteria and process outlined in this section.
- iv. To qualify the Technical Bid Evaluation the bidder must conform to all the requirements stated in the RFP document and score at least 70% in technical evaluation criteria as mentioned in Annexure B.
- v. Financial bids of only those bidders will be opened who qualifies the technical bid evaluation . Actual final selection would be based on lowest financial bid.

5.2. Pre-qualification Evaluation

- i. The bidders must have furnished the necessary documents to establish their eligibility (indicating the page number in the bid) for each of the items given in the appointment for which the bid is submitted as per Annexure A: ELIGIBILITY CRITERIA. Relevant portions in the documents should be highlighted. If a bid is not accompanied by all the necessary documents, it will be summarily rejected.
- ii. A Bid that does not fulfill all the stipulated eligibility conditions/criteria will not be considered.

5.3. Technical Bid Evaluation

- i. Tender Evaluation Committee constituted by the MeitY will carry out a detailed evaluation of responses to the RFP and all supporting documents/ documentary evidence. Technical Bids received will be evaluated to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. In order to reach such a determination, Tender Evaluation Committee will examine the information supplied by the bidders, and shall evaluate the same as per the evaluation criteria specified in Annexure B: TECHNICAL EVALUATION CRITERIA of this RFP. In the event of inability to submit requisite supporting documents / documentary evidence, bid shall be rejected.
- ii. **Proposal Presentations:** The Committee shall invite each bidder to make a Presentation. The purpose of such presentations would be to allow the bidders to present their proposed approach to the Tender Evaluation Committee and the key points in their respective proposals. The presentation will carry 40 marks in Technical Evaluation criteria as mentioned in Annexure B.

- iii. The technical evaluation of Bids will be carried out to ensure technical and functional compliance with requirements mentioned in the RFP. For all technically qualified bidders the financial bids will be opened for further evaluation.
- iv. The decision of the Tender Evaluation Committee in the evaluation of responses to the Request for Proposal shall be final. No correspondence will be entertained in this regard.
- v. MeitY will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
- vi. MeitY reserves the right to ask for more information in terms of customer name, experience or deliverables and the bidder is required to provide details about the information enquired.
- vii. The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- viii. Technical Proposal will be evaluated on the criteria mentioned in Annexure B: TECHNICAL EVALUATION CRITERIA. Financial bids of only those bidders will be opened whose technical proposal complies with the requirements mentioned in the RFP document and scores 70 per cent or above.

5.4. Financial Bid Evaluation

- i. A Technical Score of seventy (70) per cent or above will be declared as technically qualified. The technically qualified bidders shall be ranked as per score achieved by them, from the highest to the lowest Technical Score. Based on the technical evaluation, the Financial Bids of only the technically qualified bidders shall be opened by Tender Evaluation Committee. The Financial evaluation will take into account the information supplied by the bidders in the Financial Proposal, and shall evaluate the same as per the evaluation criteria specified in ANNEXURE: B of this RFP.
- ii. Financial evaluation of the proposal will be carried out after determining whether the Financial Proposals are complete, unqualified and unconditional. The quoted amount by the bidder to design and manufacture Integrated NavIC and GPS specified in ANNEXURE: B shall be considered for this purpose. The quoted price indicated in the Financial Proposal shall be deemed as final. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- iii. The lowest financial proposal will be awarded as the lowest bid: "L1". The bidder who quoted the next lowest price would be termed as "L2" and so on.
- iv. The Financial bid price will be all inclusive and will include, inter-alia all taxes
- v. Mention of any condition in the financial bid will lead to summary disqualification of the entire bid and forfeiture of the EMD.

6. Appointment of Successful bidder

6.1. Award Criteria

MeitY will award the Contract to the successful bidder whose financial proposal is the lowest and would consider it as substantially responsive as per the process outlined above.

6.2. Bank Guarantee against advance

- i. On award of contract, the successful bidder must give Bank Guarantee against advance, equal to 110% of the advance support amount given. Bank Guarantee against advance must be provided development stage (I and II) wise as mentioned in Section 8: Deliverables, Payments and Timelines.
- ii. The Bank Guarantee will be released after the advance amount has been set off against payment milestones. Thereafter the Bank Guarantee shall be returned to the appointed vendor without any interest.
- iii. MeitY shall invoke the bank guarantee against advance in case the selected bidder fails to discharge their contractual obligations during the period or MeitY incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

6.3. Performance Guarantee

- i. Within 21 days of award of work, the successful bidder will submit Performance Guarantee in the form of Bank Guarantee, equal to 10% of the total support amount, to remain valid for a period of sixty days beyond the date of completion of all contractual obligations (including warranty period of 3 years) of the bidder. Please refer to Annexure D13.
- ii. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period.
- iii. In case the selected bidder fails to submit performance guarantee within the time stipulated, MeitY at its discretion may liquidate the EMD and cancel the order placed on the selected bidder.
- iv. MeitY may invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the agreement term or MeitY incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

6.4. Signing of Contract

After MeitY notifies the successful bidder that its proposal has been accepted, the bidder must submit performance guarantee and bank guarantee against advance within 21 days of notification of award and must sign the contract within 21 days of notification.

6.5. Failure to Agree with the Terms and Conditions of the RFP

- i. Failure of the successful bidder to agree with the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event MeitY may award the contract to the next lowest quoting bidder or call for new proposals from the interested bidders.
- ii. In such a case, the MeitY shall invoke the EMD and/or Performance Bank Guarantee and/or Bank Guarantee against Advance of the defaulting bidder.

7. Support Amount

7.1. Support Amount

Support amount is the subsidy provided by MeitY through C-DAC to the bidder to design, manufacture and supply 10 lakhs Integrated NavIC and GPS chips and ensure deployment of Integrated NavIC and GPS receivers.

7.2. Release of Support Amount

- i. The release of the support amount is linked to the successful deployment of Integrated NavIC and GPS receivers.
- ii. The acknowledgment of the deployment and invoices of the sale is to be provided for release of support amount as per the timelines mentioned in Section 8 Deliverables, payments and timelines.
- iii. The successful bidder shall render progress-cum-achievement reports to C-DAC on quarterly basis on the progress made on all aspects of the project.
- iv. An application by successful bidder for any other financial assistance or receipt of grant/loan from any other Agency/Ministry/Department for this project should have the prior approval of Ministry of Electronics and Information Technology.
- v. The successful bidder is not allowed to divert the support amount received as assistance to any institution/organization or use it for any purpose other than the one for which it is designated.
- vi. If the successful bidder ceases to exist, all the rights, including all codes developed/work in progress codes/design and IPR related documentation will be transferred to C-DAC/MeitY.

7.3. Monitoring Mechanism

- i. Bidder has to submit progress-cum-achievement report to C-DAC in the format as specified in annexure D.14.
- ii. The progress reports are to be submitted on quarterly basis to C-DAC.
- iii. The release of the support amount is linked to the successful deployment of Integrated NavIC and GPS receivers.
- iv. Bidder to submit invoices of the chips sold along with the progress report as in D.14. C-DAC will reconcile the progress report with invoice provided.
- v. Bidder to submit acknowledgment copy of the deployment from the buyer.

8. Deliverables, Payments and Timelines

- i. The target number of 'Integrated NavIC and GPS' chips to be deployed within span of 2 years post phase of successful testing will be 10lakhs
- ii. The successful bidder shall render progress-cum-achievement reports to C-DAC on quarterly basis on the progress made on all aspects of the NavIC project.
- iii. The payment schedule and timelines are divided into following phases:

S. No.	Phase	Timeline (T)	Support Amount
1	<p>Development Phase</p> <p>Successful testing of functioning of Integrated NavIC and GPS chipset and receiver device.</p> <p>Development Stage I</p> <p>Compliance report from ISRO of successful testing of the chip to be provided. The approved testing reports of the chipset from ISRO are required to be provided to C-DAC within 14 months.</p> <p>Development Stage II</p> <p>Chip to be integrated and tested on a board/device and the successful testing report to be provided by C-DAC. The approved testing reports of the receiver device is required to be provided to C-DAC within 4 months post 14 months of successful testing of chipset by ISRO. Also, within 4 months, the bidder must ensure readiness for supply at commercial level.</p> <p>This phase would be complete post submission of approved testing reports by both ISRO and CDAC of chipset and receiver respectively.</p>	<p>T₁=18 months (14 months + 4 months)</p> <p>Development Stage I: 14 months</p> <p>Development Stage II: 4 months</p>	<ul style="list-style-type: none"> · 20% of the total support amount would be released in advance by C-DAC at the start of this phase against bank guarantee · 10% of the total support amount would be released by C-DAC against bank guarantee after the completion of both development stage I and II
2	<p>Implementation Phase</p> <p>Supply of 10 lakh Integrated NavIC and GPS chips.</p> <p>Minimum 1.25 lakh Integrated NavIC and GPS receivers must be deployed every quarter. In case the bidder has deployed more than 1.25 lakh chips in a quarter, payment shall be made for the actual quantity supplied in that quarter.</p> <p>The payment would be done after</p>	<p>T₂=T₁+2 years</p>	<ul style="list-style-type: none"> · 60% of the total support amount for 10 lakh chips. Support amount payment to be made by C-DAC on pro-rata basis every quarter. To get the support amount deployment of minimum 1.25

	<p>successful completion, validation and acceptance of the report. Please refer to the Section 8.3 “Monitoring Mechanism”.</p> <p>The acknowledgment of the deployment and invoices of the sale is to be provided for release of support amount</p>		<p>lakh chips would be required every quarter</p>
3	<p>Support and Maintenance Phase</p> <p>Warranty completion. Bidder has to maintain an inventory database to include the registered hardware warranties. It is required to present reports from bidder’s warranty database.</p> <p>Also, Acknowledgment copy from the buyer of the successful replacement of the chips is required for disbursement of final amount.</p>	<p>T3=T2+3 years after deployment of Integrated NavIC and GPS chips</p>	<p>· 10% of the total support amount would be released by C-DAC after approval from C-DAC of the reports submitted by the bidder</p>

9. Project Management and Governance

9.1. Project Review and Steering Group (PRSG)

MeitY will constitute a Committee viz., Project Review and Steering Group (PRSG) which will meet on a regular basis to oversee the implementation of the project as per Section 8 Deliverables, payments and timelines and recommend the release of next installment of MeitY's Support Amount. In case of delay in execution in the development or implementation phase, liquidated damages as mentioned in Annexure C shall be levied.

In case of further delay, the successful bidder will be called for meeting with PRSG to explain the reasons for the delay to enable PRSG to make recommendations regarding the additional liquidated damages, or otherwise. MeitY's decision will be final and binding on the bidder.

9.2. Technical Committee

A Technical Committee (TC) will be set up during the start of the project. The TC will, at the minimum, include a designated point of contact from bidder. It will also include key persons from various stakeholders like C-DAC, MeitY, ISRO and other officials/representatives by invitation. The operational aspects of the TC need to be handled by C-DAC including maintaining monthly statuses, minutes of the meetings, project plans, etc.

Technical committee will meet formally covering, at a minimum, the following agenda items:

- i. Project Progress
- ii. Technical challenges and support required from stakeholders (ISRO/MeitY/C-DAC)
- iii. Issues and concerns
- iv. Discussion on submitted deliverables
- v. Discussion/Clarifications on progress-cum-achievement reports
- vi. Performance and SLA compliance reports as per the phase
- vii. Testing results and discussion on compliance reports by ISRO in case of Integrated NavIC and GPS chipset testing and on compliance report by C-DAC in case of Integrated NavIC and GPS device testing
- viii. Any other issues that either party wishes to add to the agenda

9.3. Exit Management

- i. The bidder shall submit a structured & detailed Transition and Exit Management plan along with its technical proposal. Technical Evaluation Committee shall evaluate all the Transition and Exit management plans submitted by various bidders.
- ii. At the end of the contract period or during the contract period or contract termination, if any other agency is identified or selected for providing services related to RFP's scope of work, the bidder shall ensure proper and satisfactory Transition is made to the other agency.
- iii. All risk during transition stage shall be properly documented by bidder and mitigation measures are planned in advance so as to ensure smooth transition without any service disruption.
- iv. Bidder shall provide necessary handholding and transition support. This includes:

- a. Bidder has to ensure complete documentation for the entire system is handed over to C-DAC/identified agency
- b. Bidder to handover the list of complete inventory of all assets created for the project
- c. Bidder to hand-over the entire design including source code, program files, configuration files, setup files, project documentation, etc.
- d. Bidder to provide shadow support for at least three months and secondary support for further three months after the termination of contract, as applicable at no additional cost
- e. Bidder shall close all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided at C-DAC
- v. The bidder shall provide all knowledge transfer of the system to the incoming agency to the satisfaction of C-DAC as per the specified timelines.
- vi. The bidder shall be released from the project once successful transition is done meeting the parameters defined for successful transition.

10. General Terms and Conditions

10.1. Terms and Conditions

- i. While every effort has been made to provide comprehensive and accurate background information on requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by MeitY on the basis of this RFP.
- ii. Government of India (GoI) Ministry/Department/Body may ask the bidder to supply government an amount of chip at a government determined rate at the time of requirement by the government. The amount of chips required and the rate shall be specified by GoI at that time. The bidder shall be obligated to provide such chips at such rates.
- iii. Bidder shall sign multi-party agreement with MeitY, ISRO and C-DAC. In case of consortium, all the consortium members shall have to enter in a multi-party agreement with MeitY, ISRO and C-DAC.
- iv. If bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- v. Any notification of preferred bidder status by MeitY shall not give rise to any enforceable rights by the bidder. MeitY may cancel the whole RFP process at any time prior to a formal written contract being executed by or on behalf of the MeitY.
- vi. This RFP supersedes and replaces any previous public documentation & communications related to the components mentioned in the RFP and bidders should place no reliance on such communications.
- vii. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- viii. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
- ix. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, providing any additional information required by MeitY to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. MeitY will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- x. All materials submitted by the bidder become the property of MeitY and may be returned completely at its sole discretion.
- xi. At any time prior to the last date for receipt of bids, MeitY may for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by an amendment.
- xii. The amendment will be published on the MeitY website.
- xiii. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, MeitY may, at its discretion, extend the last date for the receipt of Bids.
- xiv. The bidders are allowed to resubmit their bid, if required, after such amendments.
- xv. If MeitY deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

- xvi. MeitY may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing a corrigendum published in the MeitY website in which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- xvii. MeitY may terminate the RFP process at any time and without assigning any reason. MeitY makes no commitments, express or implied, that this process will result in a business transaction with anyone. The bidder must specifically indicate if there is any conflict of interest arising as a result of bidder or any consortium partner.
- xviii. IPR must also reside in India so that India has access and complete control to these rights in times of emergency to protect our national interest.
- xix. All intellectual property rights in the design, codes, etc. shall be owned by C-DAC. The bidder will provide all support in getting the IPRs registered with Indian authorities at the cost and expense of MeitY.
- xx. The successful bidder shall comply with all applicable laws (including without limitation labor laws, insurance laws, etc.) while providing the services.
- xxi. All clauses of the RFP shall mutatis mutandis apply to consortium members of the successful bidder to the extent of their scope of work.
- xxii. Subcontracting is not allowed without prior permission of MeitY.
- xxiii. In case of any dispute on any matter related to the project during the course of its implementation, the decision of the Secretary, MeitY shall be final and binding.

10.2. Instructions for Consortium

Bidder can form consortium with the partners to leverage the expertise of the partners – Design/Fabrication/ATMP/Sales or any other relevant expertise required to supply Integrated NavIC and GPS chips.

1. All members in the consortium should be registered legal entity in India and should have signed the Integrity Pact.
2. At least one member of consortium should meet the turnover, project experience and semiconductor chip supply requirement mentioned in Annexure A.
3. The lead bidder should be liable for the entire scope of work and risks involved thereof (the liability should be for the entire value of the contract).
4. The non-lead bidders should be liable for the scope of work for which they are responsible along with the lead bidder (Liability should be limited to the value of the scope of work; while the lead bidder still carries the liability for the entire scope of work.)
5. The maximum number of partners in the consortium shall not exceed 3.
6. Any change in the consortium member at a later date would not be allowed without prior permission of MeitY for cases where the consortium has benefited from the non-lead bidders credentials/ experience.

10.3. Conflict of Interest

1. The bidder must specifically indicate if there is any conflict of interest arising as a result of any share or investment of the Ministry of Electronics and Information Technology, (Govt. of India) or any of its department in the bidder or any consortium partner.

1.1 If there is a conflict of interest, the bidder must mention such conflict of interest in their bid for evaluation by MeitY and if requested by MeitY, give such undertaking as may be required by MeitY to mitigate any adverse impact of such conflict on the project.

2. The bidder must specifically indicate if there is any conflict of interest arising if any staff/official who may be involved in the preparation, negotiation, management or enforcement of the contract has any private interest relevant to the proposal. If there is a conflict of interest, the bidder must give undertaking, indemnifying MeitY and confirming that the existence of any such staff/official will not affect the project.

10.4. Inspection, Quality Control and Audit

The selected bidder shall, whenever required, furnish all relevant information, records, and data to auditors and/or inspecting officials of MeitY and or any authority designated by MeitY. MeitY reserves the right to call for any relevant material information/report which would help it in arriving at a decision.

10.5. Manage Risks

1. The successful bidder shall identify and bear all the risks associated with Development, Implementation, and Support & Maintenance for supply for Integrated NavIC and GPS chips.
2. MeitY shall not compensate for any losses if any incurred by the successful bidder during entire contract period.
3. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, MeitY reserves the right to get the expectations mentioned in the scope of work delivered from alternate sources at the risk, cost and responsibility of the selected bidder.

10.6. Disqualification

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

- i. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- ii. During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.
- iii. Bidder's proposal is conditional and has deviations from the terms and conditions of RFP.
- iv. Proposal is received in incomplete form.
- v. Proposal is received after due date and time.
- vi. Proposal is not accompanied by all the requisite documents
- vii. Information submitted in bid proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract or during the tenure of the contract including the extension period if any.
- viii. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- ix. In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.

10.7. 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 the case of Gross Negligence or Willful Misconduct on the part of the successful bidder or on the part of any person acting on behalf of the successful bidder executing the work or in carrying out the Services, the successful bidder, with respect to damage caused by the successful bidder including to property and/or assets of MeitY or its stakeholders shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Support Amount or (B) the proceeds the Selected Agency may be entitled to receive from any insurance maintained by the Selected Agency to cover such a liability, whichever of (A) or (B) is higher.
- iii. This limitation of liability slated in this Clause, shall not affect the successful bidder's liability, if any, for damage by successful bidder to a Third Party's real property, tangible personal property or bodily injury or death caused by the successful bidder or any person acting on behalf of the successful bidder in executing the work or in carrying out the Services and shall also not affect indemnity provisions under clause 10.8 below.

10.8. Indemnify

The selected bidder must indemnify MeitY and its stakeholders against all third party claims of intellectual property rights infringement including infringement of patent, trademark/copyright or industrial design rights arising from the use of the services, designs, codes, chips etc. and related services or any part thereof. MeitY and its stakeholders stand indemnified from any claims that the hired manpower / bidder vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders/contract. MeitY and its stakeholders also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / bidder's manpower while discharging their duty towards fulfillment of the purchase orders/contract.

10.9. Termination for Default

MeitY may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or part: if the bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the MeitY pursuant to conditions of contract or if the bidder fails to perform any other obligation(s) under the Contract. In the event MeitY terminates the Contract in whole or in part, MeitY may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the bidder shall be liable to MeitY for any excess costs for such similar systems or services. However, the bidder shall continue the performance of the contract to the extent not terminated. If the contract is terminated under any termination clause mentioned in this RFP, the bidder should handover all documents/information / MeitY's or its stakeholder's data or any other relevant information to MeitY in timely manner and in proper format as per scope of this RFP and should also support the orderly transition to another bidder or to the MeitY as per the exit management clause. The bidder should also support MeitY on technical queries/support on process implementation or in case of provision for future upgrades. MeitY's right to terminate a contract will be in addition to the liquidated damages mentioned in the RFP/ SLA.

10.10. Termination for Insolvency

MeitY may at any time terminate the purchase order/empanelment by giving four weeks written notice to the empanelled bidder, without any compensation to the empanelled bidder, if the empanelled bidder becomes bankrupt or otherwise insolvent or a bankruptcy or insolvency etc. proceeding is initiated against the successful bidder.

10.11. Force Majeure

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, acts of God (hereinafter referred to as "events") or any issues in ISRO's IRNSS satellites impacting on NavIC receivers, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay, provided the performance and/or delivery is resumed as soon as practicable after such event has come to an end or ceased to exist. The decision of MeitY as to whether the performance or delivery has so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 30 days, the MeitY may at its option, terminate the contract without any obligation to compensate.

10.12. Governing Law and Disputes

The contract shall be interpreted in accordance with the laws of the Government of India

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (MeitY or bidder), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at New Delhi. The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the MeitY or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Arbitration proceeding shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

10.13. 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, MeitY shall reject a Proposal 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, MeitY shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such bidder's Proposal.

b. Without prejudice to the rights of the MeitY under Clause above and the rights and remedies which MeitY may have under the Agreement, if a bidder, as the case may be, is found by the 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 execution of the Agreement, such bidder shall not be eligible to participate in any tender or RFP issued by MeitY during a period of 2 years from the date such bidder, as the case may be, is found by MeitY to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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 MeitY who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement or arising therefrom, 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 MeitY, 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 execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of MeitY 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 MeitY 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 bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Annexure A. Eligibility Criteria

S. No.	Criteria	Documentary proof to be submitted
1	An applicant (referred to as “bidder”) shall be a Limited Liability Partnership registered under the LLP Act or a Company incorporated and registered in India under the Companies Act, 1956. The LLP/Company should be operational in India for at least last five financial years as of 31st March, 2017 as evidenced by the Certificate of Incorporation issued by the Registrar of Companies, India.	Documents in the format as mentioned in Annexure D7
2	The bidder should have an annual turnover of INR 25 crores or more in each of the last three financial years ending 31st March 2017 as evidenced by the audited accounts of the company. In case of consortium, at least one member of consortium should meet the turnover requirement.	Documents in the format as mentioned in Annexure D9
3	The bidder should have a positive net worth for the last three financial years ending 31st March 2017 as evidenced by the audited accounts of the company. Net worth is defined as sum of shareholders capital and Reserves & Surplus	Documents in the format as mentioned in Annexure D9
4	The bidder should have at least ‘1’ purchase order/work order/contract of value INR 5 crore related to design, manufacture, supply and maintenance of chips during the last 5 financial years. In case of consortium, at least one member of consortium should meet the project experience requirement	Documents in the format as mentioned in Annexure D10
5	The bidder should have designed, manufactured and supplied at least 3 different types of semiconductor chips and in last 5 financial years in India with cumulative size of atleast 50000 chips. In case of consortium, at least one member of consortium should meet the semiconductor chips supply experience requirement.	Should provide undertaking signed by authorized signatory
6	The bidder should possess ISO 9000/9001 certification.	Copy of valid certificates
7	The bidder should certify that they have support mechanism in India, either directly through their support office in India or through their authorized channel partners/dealers in India	Should provide undertaking signed by authorized signatory specifying support office location and name
8	Firms/ Companies may enhance their qualifications/ competence by forming a Consortium with other firms/companies. It is clarified that in case of Consortium, the Lead Bidder, who shall submit the bid, shall be a firm	Copy of Power of Attorney with clear roles & responsibilities and defining

	established in India or a Company incorporated in India.	joint and several liabilities and Consortium Agreement
9	The bidder (Singe firm or Consortium) shall not have been blacklisted by or entangled in legal disputes with Central Government or any State Government Organization / Department PSU in India at the time of submission of the Bid.	Documents in the format as mentioned in Annexure D8
10	The bidder must have experts having in-depth knowledge in design of semiconductor chips	HR certified details of experience of two such professionals need to be provided.

Annexure B. Technical Evaluation Criteria

S. No.	Criteria/Sub Criteria	Max Score	Document required
a)	<p>The bidder should have at least 'one' purchase order/work order/contract of value INR 5 crore related to design, manufacture, supply and maintenance of chips for Original Equipment Manufacturer (OEMs)/Suppliers during the last 5 financial years.</p> <p>One purchase order/work order/contract of value INR 5 crore = 5 marks More than 'one' purchase order/work order/contract of value INR 5 crore = 10 marks</p>	10	Documents as per the Annexure D10 format
b)	<p>Different types of Semiconductor chips manufactured and supplied to any organization in India in last 5 financial years</p> <ul style="list-style-type: none"> • 3-5 different type of semiconductor chips with cumulative size of atleast 50000 = 5 marks • Greater than 5 different types of semiconductor chips with cumulative size of atleast 50000 = 10 marks 	10	Documents as per the Annexure D10 format
Sub Total (A)		20	
d)	<p>Understanding of Scope, Approach Methodology, Project Implementation Plan & Timelines</p> <ul style="list-style-type: none"> • Understanding of Business and Scope of work and all aspect of the Project • Approach for project implementation and bidder's plan for performing the required services as detailed in scope of work in the RFP and to meet the desired SLAs • Project Plan and Timelines 	40	Detailed Technical Proposal
e)	<p>Technical Presentation</p> <ul style="list-style-type: none"> • Approach and Methodology for project execution • Proof of capability • Marketing plan of Integrated NavIC and GPS receiver chip • Time schedule & detailed activities 	40	Live Presentation for project execution

	as per various phases <ul style="list-style-type: none"> • Transition and Exit Management • Quality Assurance 		
	Total	100	
bidder needs to score atleast 70%in technical evaluation criteria to qualify for the financial bid evaluation			

Annexure C. Service Agreement (SLAs)

Level

- i. Bidder must meet all the requirements as per the scope of work and specifications as mentioned in Annexure E.1.
- ii. In case of delay in the supply of chip, a liquidated damages of 0.5% of the support amount for the proportionate quantity will be deducted per day. E.g., bidder has received a request to supply 100,000 chips and has only delivered 90,000 chips within the stipulated delivery schedule. Bidder takes 6 additional days to supply the remaining 10,000 chips. Then he is liable to pay a liquidated damages of INR 0.5% of (support amount for 10,000 cards) * 6 days. However, the maximum liquidated damages that can be levied in case of delay in meeting the milestones is 10% of the support amount. If the liquidated damages breach the maximum cap as mentioned in the foregoing, MeitY shall have the right to terminate the agreement for breach and consequences for such termination shall be applicable. Liquidated damages are not the sole and exclusive remedy for any breach mentioned in this Agreement.
- iii. In case of delay of more than 2 months, the successful bidder will be called for meeting with the stakeholders to explain the reasons for the delay to enable MeitY to make recommendations regarding the additional liquidated damages over and above the liquidated damages of 0.5% of the support amount for the proportionate quantity. MeitY decision will be final and binding on the bidder.
- iv. At any time during the project in case the bidder is not willing or unable to continue with the project as detailed in the RFP, a liquidated damages of twice the amount of support amount released will be levied on the bidder and the performance guarantee of the bidder will be forfeited.
- v. Bidder must provide support for the Integrated NavIC and GPS chip for at least 3 years and must provide dedicated customer support service
- vi. If the chip is found defective/non-functional/non-responsive, then chip component has to be successfully replaced within a month without any additional costs

Type of Incident	Resolution Time	Liquidated damages
Incident: Replacement of the chip in case of defect/non-functional or non-responsive has to be done within one month	<= one month	No Liquidated damages
	>one month	10% of the support amount value of the defective chip

- vii. Any variation in manufacturing of chip and other particulars shall be treated as errors and the bidder shall be solely responsible. In case of error, the following liquidated damages shall be applicable:

Error Rate	Deduction from total support amount (per respective phase)
1%- 10% per 1 lakh chips	2%
More than 10% per 1	5%

lakh chips	
------------	--

Annexure D. Bid formats

D.1. Request for Clarifications

Bidders requiring specific points of clarification may communicate with MeitY during the specified period using the following format:

bidder's Request for Clarification			
Name of the Organization			
Representative Name			
Position / Designation			
Email Address			
Contact Details		Mob:	Landline:
Clarifications Requested			
S. No.	RFP Page No – Section – Sub-section	Content of the RFP	Points of Clarification
1			
2			
3			

Yours faithfully,

Designated Contact Person

Company name

Designation

Company Seal

D.2. Earnest Money Deposit

<Letterhead of the bidder>

<Date>

To,

The Pay and Accounts Officer

Ministry of Electronics and IT

6 CGO Complex

New Delhi-110003

Dear Sir,

Whereas <<Name of the bidder>> (hereinafter called 'the bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

- If a bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the Bid validity period or its extended period, if any.
- In case of a successful bidder, if the bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or
- If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over amount in figure.
- If there is any deviation, condition, assumption, dependency, etc. in the commercial bid or the P% quoted by the bidder is more than 0.5%.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of the conditions mentioned above and specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert 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 date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date:

D.3. Authorization Letter

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

(Seal/Stamp of bidder)

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, <representative name>, the Company Secretary of <name of the organization>, certify that <representative name> who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Name:

Designation:

Signature:

(Company Seal)

Note: Authorized signatory should be an employee of the bidder organization and should have been authorized vide a board resolution, authorizing him/her to sign/execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP. Copy of board resolution should be provided.

D.4. Litigation Impact Statement

<Company letter head>

<Date>

<Address>

Ref: RFP for Design, Manufacture and Supply of Integrated NavIC and GPS chips

Dear Sir,

We have read and understood the contents of the Request for Proposal and pursuant to this hereby confirm that we continue to satisfy the eligibility criteria laid out at the time of short-listing us to participate in the bidding process to design, manufacture and supply of Integrated NavIC and GPS chips

There are no pending litigations in any court of law, which are likely to have a materially adverse impact on our ability to deliver under this project, or to pay our debts as they fall due or on our ability to enter into any of the transactions contained in or contemplated in respect of the design, manufacture and supply of Integrated NavIC and GPS chips

<Signature>

<Designation>

Duly authorized to sign the RFP Response for and on behalf of:

Sincerely,

Company Seal

Name

Designation

Signature

Date

<Name and Address of Company>

Seal/Stamp of the Company

D.5. Bid Cover Letter

<Company letter head>

<Date>

<Address>

Dear Sir,

Ref: RFP for Design, Manufacture and Supply of Integrated NavIC and GPS chips

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for Design, Manufacture and Supply of Integrated NavIC and GPS chips.

We attach hereto the response as required by the RFP, which constitutes our proposal.

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 MeitY is 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 the corporation 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 agreement during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response from the date fixed for bid opening.

We hereby declare that in case the agreement is awarded to us, we shall submit the performance bank guarantee in the form prescribed format in the RFP.

We agree that MeitY is not bound to accept any tender response that they may receive. We also agree that MeitY reserves the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are 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.

The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between MeitY and our organization.

Details	Primary Contact	Secondary Contact
Name		
Designation		
Address		
Landline No.		
Mobile No.		
Fax No.		
Email Address		

We understand that it will be the responsibility of our organization to keep MeitY informed of any changes in this list of authorized persons and we fully understand that MeitY shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to MeitY.

Dated this Day of **2017**

Sincerely,

Company Seal

Name

Designation

Signature

Date

<Name and Address of Company>

Seal/Stamp of the Company

D.6. Conflict of Interest

<Company letter head>

<Date>

<Address>

Sir,

Sub: Undertaking on Conflict of Interest regarding design, manufacture and supply of Integrated NavIC and GPS chips

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with MeitY.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold MeitY harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by MeitY and/or its representatives, if due to any such conflict any loss or damage is suffered by MeitY.

<Signature>

<Designation>

Duly authorized to sign the RFP Response for and on behalf of:

Sincerely,

Company Seal

Name

Designation

Signature

Date

<Name and Address of Company>

Seal/Stamp of the Company

D.7. Details of bidder Organization

To be filled separately by consortium members

<Company Letter Head>

Details of the bidder Organization	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
ROC Reference No	
Address of the Headquarters	
Address of the Registered Office in India	
Address of offices in India	
Address of the Development Center in India	
Other Relevant Information	
Mandatory Supporting Documents:	
a. Certificate of Incorporation from Registrar Of Companies(ROC)	
b. Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company	
c. Certification on commencement of business	
d. Copy of board resolution authorizing the bid signatory along with power of attorney	

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, <representative name>, the Company Secretary of <name of the organization>, certify that <representative name> who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Name:

Designation:

Signature:

(Company Seal)

D.8. Undertaking of not being Black Listed

(To be submitted on the Letterhead of the bidder)

<Date>

<Address>

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by MeitY, any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organization of Central or State Government as on Bid submission date.

Further we confirm that, our company is not convicted of an offence (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract, during last 3 years from date of submission of this bid.

It is hereby confirmed that I/We are 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.

Sincerely,

<Signature>

<Company Seal>

Name:

Designation:

Name and Address of Company:

D.9. Financial Information of the bidder

To be filled separately by consortium members

<Date>

Financial Information			
	2014-15	2015-16	2016-17
Turnover (in INR crores)			
Profit Before Tax (in INR crores)			
Net Worth (in INR crores)			
Revenue from IT Development and Maintenance activities (in INR crore)			
Other Relevant Information			
Mandatory Supporting Documents:			
a. Audited financial statements for each of the three financial years as mentioned above (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.)			
b. Certification by the company auditors supporting the revenue break-up			

<Signature>

<Company Seal>

Name:

Designation:

Name and Address of Auditor:

D.10. Bidder's Experience

To be filled separately by consortium members

bidder's experience completed/ Go-Live in the last 5 financial years from the date of publishing of RFP
Client Information
Name of client
Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id,
Nature of business / operations of client
Project value in Crores
Project Details
Brief description of the Project
Functional areas of business covered in the project
Implementation Geographical Location/ Number of Locations at which the project is implemented
Duration of engagement (with Start date and end-date/Go-Live date)
Scope of the Project
Number of semiconductor chips designed, manufactured and supplied

Supporting Documents

bidders to submit (a) Work Order/Purchase Order/Contract + Completion Certificates from the client; OR (b) Work Order/Purchase Order/Contract + Certificate of Completion by the Statutory Auditor; (c) OR Work Order/Purchase Order/Contract + Phase Completion Certificate for Projects for which Development is complete

The above supporting document(s) should clearly specify the value of the project and project status (i.e. gone live/ completed) with date

The above document(s) should be duly certified by authorized signatory.

Please use separate forms for multiple citations.

<On behalf of bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

D.11. Technical Proposal Cover Letter

<Letterhead of the bidder>

<Date>

<Address>

Ref: RFP for design, manufacture and supply of Integrated NavIC and GPS chips

Dear Sir,

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services design, manufacture and supply of Integrated NavIC and GPS chips as required and outlined in the RFP.

We attach hereto the bid Technical response as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and MeitY or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response till the expiry of the Bid Validity Period. Until a formal contract is prepared and executed, this bid response (along with any changes agreed by us), together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us, C-DAC, ISRO and MeitY.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MeitY is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MeitY as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

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

Dated this Day of **2017**.

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am<designation>..... of the<Company Name>....., and that<Name of the Respondent>..... who signed the above response is authorized to bind the corporation by authority of its governing body.

Date

(Seal here)

D.12. Financial Proposal Cover Letter and Bid Format

<Letterhead of the bidder>

<Date>

<Address>

Ref: RFP for design, manufacture and supply of Integrated NavIC and GPS chips

Dear Sir,

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services for design, manufacture and supply of Integrated NavIC and GPS chips to meet such requirements and to provide services as set out in the bid document following is our quotation summarizing our Commercial proposal.

We provide hereto the Commercial proposal as required by the Bid document, which constitutes our proposal.

Particulars	Indian Rupees	Rupees in words
Support Amount Sought for 10 lakhs chips		

We undertake, if our proposal is accepted, to provide all the services to implement the solution as put forward in the RFP or such modified requirements as may subsequently be mutually agreed between us and MeitY or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee in the format given in the bid document issued by any Nationalized Banks or scheduled bank in India, acceptable to MeitY for a sum equivalent to 10% of the total support amount for the due performance of the agreement.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response for a period of Six Years from the date fixed for opening the Commercial bid and it shall remain binding upon us, until within this period a formal agreement is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MeitY is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MeitY as to any material fact.

We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the bid response without assigning any reason whatsoever.

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

Dated this Day of 201..

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am<designation>..... of the<Company Name>....., and that<Name of the Respondent>..... who signed the above response is authorized to bind the corporation by authority of its governing body.

Date

D.13. Performance Bank Guarantee

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Ministry of Electronics and Information Technology, MeitY (hereinafter called “the beneficiary”)

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 the bidder 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.

D.14. Progress-cum-Achievement

Instructions: This data is provided by the bidder on sale of Integrated NavIC and GPS chips to GNSS module or GNSS receiver manufacturers

bidder Company Name	
bidder Company PAN	
bidder Company GSTN Number	
Address	
Point of Contact Name	
Point of Contact Phone	
Point of Contact Email	

Name of Buyer1	GSTN Number			
Buyer Contact Person				
Name		Email ID		Phone No.

Date of the Sale (DD/MM/YYYY)	Invoice Number	Chip ID	Lot ID	Selling Price (INR) - Excluding Tax	Tax (INR)

Name of Buyer2	GSTN Number			
Buyer Contact Person				
Name		Email ID		Phone No.

Date of the Sale (DD/MM/YYYY)	Invoice Number	Chip ID	Lot ID	Selling Price (INR) - Excluding Tax	Tax (INR)

D.15. Integrity Pact

This Integrity Pact is entered into by and between The President of India, acting through the _____, _____, Ministry of Electronics and Information Technology, Government of India, having its office located at _____ New Delhi, which expression shall, unless excluded by or repugnant to the context, deemed to include its successor/s in office or assign) of the First Part;

AND

_____, a Company incorporated under the Companies Act, 1956, having its registered office at _____ (hereinafter referred to as "bidder" which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

Preamble

MeitY intends to award, under laid down organizational procedures, contract for _____ through an open tender process and has issued RFP bearing number _____. MeitY values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and /or Vendor(s) / Contractor(s).

In order to achieve these goals, MeitY wishes to enter into this Integrity Pact with the bidder(s) for this tender process and execution of the Agreement and will appoint an <Independent External Monitor (IEM)>, who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

Section 1 – Commitments of MeitY

a) MeitY commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

i) No employee of MeitY, personally or through family members, will in connection with the RFP for, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

ii) MeitY will during this tender process treat all bidder(s) with equity and reason. MeitY will in particular, before and during this tender process, provide to all bidders the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to this tender process or the Agreement execution.

iii) MeitY will exclude from the process all known prejudiced persons.

b) If MeitY obtains information on the conduct of any of its officers /employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, MeitY will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the bidder

a) The bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.

b) The bidder will not, directly or through any other persons or firm, offer promise or give to any of MeitY employees involved in this tender process or the execution of the Agreement or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process or during the execution of the Agreement.

c) The bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in this tender process.

- d) The bidder will not commit any offence under the Indian Penal Code 1860 and / or Prevention of Corruption Act 1988; further the bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by MeitY as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e) The bidder will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.
- f) The bidder will not, directly or through any other person or firm, approach any Government officials, ministers, political persons public servants, or any external agencies in an effort to influence the bidding decision making process or to attain any undue favour to the bidder.
- g) The bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employees / Directors /management representatives of the bidder who have family relationships with the employees or officers of MeitY.
- h) The bidder shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with MeitY. Bidder and its employees, agents, advisors and any other person associated with the bidder must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of MeitY or any other interests during this tender process or through operation of the Agreement.
- i) The bidder will not indulge in any corrupt, fraudulent, coercive undesirable or restrictive practice in the tender process or the execution of the Agreement.
- j) The bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future Contracts

If the bidder, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his reliability or credibility in question, MeitY is entitled to disqualify the bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the bidder.

Section 4 – Compensation for Damages

- a) If MeitY has disqualified the bidder from this tender process prior to the award according to Section 3, MeitY is entitled to forfeit the Earnest Money Deposit/ Bid Security deposited by the bidder.
- b) If MeitY has terminated the Agreement according to Section 3, or if MeitY is entitled to terminate the Agreement according to Section 3, MeitY shall be entitled to demand and recover from the bidder / Vendor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the Agreement.

Section 5 – Previous Transgression

- a) The bidder declares that no previous transgressions occurred in the last three years with any other Central Government / State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify bidder's exclusion from this tender process.
- b) If the bidder makes incorrect statement on this subject or hides any material information, MeitY is entitled to disqualify the bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all bidders

- a) The bidder undertakes to demand from all subcontractors of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to MeitY before signing of the Agreement with MeitY.

- b) MeitY will enter into individual Integrity Pacts with identical conditions as this one with all sub-contractors of the Vendor.
- c) Only if the bidder has entered into this Integrity Pact with MeitY, the bidder shall be eligible to participate in this tender process or execution of the Agreement.
- d) MeitY will have the right to disqualify the bidder from this tender process if the bidder does not get this Integrity Pact from bidder's authorized signatory or violate any of its provisions.

Section 7 – Criminal charges against violation bidder/ Subcontractor(s)

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

Section 8 – <Independent External Monitor>

- a) MeitY appoints _____ as <Independent External Monitor> for this Integrity Pact. The task of <Independent External Monitor> is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- b) <Independent External Monitor> is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. <Independent External Monitor> shall report to _____.
- c) The bidder accepts that <Independent External Monitor> has the right to access without restriction to all project documentation of MeitY including that provided by the bidder. The bidder will also grant <Independent External Monitor>, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors of the Vendor. <Independent External Monitor> is under contractual obligation to treat the information and documents of the bidder/ Subcontractor(s) of Vendor with confidentiality.
- d) MeitY will provide to <Independent External Monitor> sufficient information about all meetings among the parties related to the tender process or the execution of the Agreement provided such meetings could have an impact on the contractual relations between MeitY and the successful bidder. The Parties offer to <Independent External Monitor> the option to participate in such meetings.
- e) As soon as <Independent External Monitor> notices, or believes to notice, a violation of this Integrity Pact, he will so inform MeitY and request MeitY to discontinue or take corrective action, or to take other relevant action. <Independent External Monitor> can in this regard submit non-binding recommendations. Beyond this, <Independent External Monitor> has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- f) <Independent External Monitor> will submit a written report to MeitY within 8 to 10 weeks from the date of reference or intimation to him by MeitY and, should the occasion arise, submit proposals for correcting problematic situations.
- g) If <Independent External Monitor> has reported to MeitY, a substantiated suspicion of an offence under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and MeitY has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, <Independent External Monitor> may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- h) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

- a) This Integrity Pact begins when both Parties have legally signed it. It expires for the successful bidder 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the Vendor.
- b) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by MeitY.

Section 10 – Other provisions

a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of MeitY first above written, i.e. New Delhi.

b) Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.

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

For & On Behalf of The President of India
the bidder

For & On Behalf of

(Official Seal)

(Official Seal)

Signature:

Signature:

Name: _____

Name: _____

Place: _____

Place: _____

Date: _____

Date: _____

Witness:

Witness:

(Name Signature & Address):

(Name Signature & Address):

D.16. Technical Bid Format

S. No.	Section Heading	Details
1	Technical Proposal Cover Letter	Annexure D.11
2	Details of Bidder Organization	Annexure D.7
3	Bidder's Experience	Annexure D.10
4	Technical Proposal (with all relevant documents)	Section 5.2

D.17. Pre-Qualification Bid Format

S. No.	Section Heading	Details
1	Bid Cover Letter	Annexure D.5
2	Integrity Pact	Annexure D.15
3	Authorization Letter	Annexure D.3
4	Earnest Money Deposit (EMD)	Annexure D.2
5	Conflict of Interest	Annexure D.6
6	Litigation Impact Statement	Annexure D.4
7	Pre-Qualification Criteria	Annexure A
8	Signed copy of RFP	

Annexure E. Technical Inputs: ISRO

E.1. Technical Specification of Integrated NavIC and GPS chip

A typical NavIC+GPS Receiver chipset/Module will consist of L1 & L5 RF Front-Ends and Baseband Processing for NavIC and GPS Channels. This module is targeted as cost-effective solution for commercial and consumer applications.

Technical and Functional Specifications of GPS Receiver

Parameter	Specification
GNSS Signal Reception Capability	NavIC : L5 (1176.45 MHz) GPS L1 C/A (Optional- GAGAN SBAS)
Receiver Sensitivity	Better than -142 to -145 dBm (Acquisition on cold-start) Better than -150 dBm (Re-Acquisition) Better than -156 to -160 dBm (Tracking)
No. of Channels	Min. 23 (11 NavIC L5 & 12 GPS) + (Optional - 2 GAGAN SBAS) Configurable, More No. Of Channels Desirable
Time to First Fix-(TTFF)	<80 Seconds (NavIC-Cold Start open sky) <40 Seconds (GPS-Cold Start open sky) 1-2 Seconds (Hot Start – Momentary Blockage)
Output-1	Serial: PVT in NMEA 0183 or Latest Format @9600 baud Rate (@1Hz-20 Hz update rate desirable)
Output-2	1 PPS Signal (LVTTL/CMOS)
3D RMS Position Accuracy	~ 5m (1 σ RMS) ; ~3m Desirable
Velocity Accuracy	~ 0.1m/sec. (1 σ RMS)
Timing Accuracy	~ 15 nsec.
Mandatory Features	<ul style="list-style-type: none"> - On-chip Flash for configuration storage - Firmware upgrade facility through Serial Port - Positioning Modes : Hybrid (Default), NavIC only or GPS Only Modes User Selectable
Receiver Dynamics	515 m/sec. Velocity ; 4g acceleration

Package Size & Form Factor	~25.4 x 25.4mm ² , Single Chip or Multi-Chip Module Lead-free, RoHS Compliant
Power Consumption	~500 mW (Total) ; <400mW desirable
Operating Conditions	-10° C to 85°C; 5%-95% RH; 18000 meter Altitude
Antenna Support	<ul style="list-style-type: none"> - One RF input for the signal - Capable of Supporting both passive and active antenna
Desirable Features	<ul style="list-style-type: none"> - Self-Aided Ephemeris Estimation - Multipath & Interference Mitigation, Anti-Jamming - Programmable Baud Rate 4800-115.2 Kbps Desirable - Interfaces: RS-232, USB, SPI etc. - NavIC subframe binary (Raw) data Output

E.2. Chipset/Module Acceptance Criteria

ISRO will evaluate the following technical specifications for the Receiver chipset / Module, during acceptance test using NavIC & GPS Signal Simulators and field trials at Ahmedabad and/or Bengaluru with Live satellite signals.

	Acceptance Testing (Indicative Parameters)
I	Basic Performance Features
	<ul style="list-style-type: none">• No. of Channels• GNSS Capability (NavIC, GPS & GAGAN)• Acquisition and Tracking sensitivities• TTFF – Cold start, Hot start (Both NavIC & GPS)• PVT Accuracy – Position, Velocity & time & PVT update Rate• Firmware upgrade in on-chip Flash• Positioning Modes : Hybrid, NavIC only or GPS Only• Power Consumption, Weight and Size• Active/passive Antenna Support• Environmental specifications
II	Additional & Innovative Features, if Any
	<ul style="list-style-type: none">• Receiver Dynamics (Velocity, Acceleration, Jerk)• Interfaces Supported (RS-232, RS 422, USB, SPI etc.)• Programmable Baud Rate• Multipath mitigation, Interference mitigation, Anti-jamming, Time synch.

Notes:

- Whenever ready, Vendor is required to provide 5 (Five) Nos. of Proto-Devices along with Test Boards having associated circuitry mounted on it, for performance evaluation by ISRO.
- Test Boards should have necessary provisions (connectors, test points, turrets etc.) for providing inputs and taking-out Outputs
- ISRO will carry out on its own the acceptance tests using their own NavIC & GPS Signal Simulators and field trials at Ahmedabad and/or Bengaluru with Live satellite signals. Vendor representative may also be allowed to participate in these testing and trials on request.
- Necessary feedback for modifications in chipset/modules, if any and go-ahead for the final production lot will be provided to vendor after the testing of these 5 test boards.