

Government of India
Department of Space
Indian National Space Promotion and Authorization Centre (IN-SPACe)
Ahmedabad - 380058

Request For Empanelment
of
Management Consulting organizations
for
Indian National Space Promotion and Authorisation Centre
(IN-SPACe)

REQUEST FOR EMPANELMENT (RFE) OF CONSULTING ORGANISATIONS FOR VARIOUS INITIATIVES UNDER DECADAL VISION AND STRATEGY OF IN-SPACE

Indian National Space Promotion and Authorization Centre (IN-SPACe) is a single-window, independent, nodal agency that functions as an autonomous agency attached to the Department of Space (DOS). It is formed following the Space sector reforms to enable and facilitate the participation of private players.

IN-SPACe is responsible to promote, enable authorize and supervise various space activities of non-governmental entities including building launch vehicles & satellites and providing space-based services; sharing space infrastructure and premises under the control of DOS/ISRO; and establishing of new space infrastructure and facilities.

The agency acts as an interface between ISRO and Non-Governmental Entities (NGEs) and assesses how to utilize India's space resources better and increase space-based activities.

IN-SPACe invites RFE from reputed Management Consulting Organizations (hereinafter referred to as "Agencies") for empanelment for the following areas: -

Area	Nature of work
Formulation of schemes/ programs/policies	Support IN-SPACe on developing various schemes, programs/policies and other initiatives for Indian Space sector to achieve the goals outlined in the Decadal Vision and Strategy Roadmap for the Indian Space Economy
Program Management	Support IN-SPACe on work related to Program management and implementation of various policies/schemes/programs for the Indian space sector

1. Applicants (hereinafter referred to as "Bidders") are required to submit only one application.
2. Details on the services to be provided are mentioned in the Scope of work in this document.
3. Bidders eligible as per qualifying conditions will be short listed based on the information provided by them. The short-listed agencies will be invited to make a presentation to the Evaluation committee. The notice for shortlisting of agencies for technical presentation will be intimated individually and will be uploaded on the website www.inspace.gov.in
4. Proposal must be submitted at the IN-SPACe Headquarters, Ahmedabad office in one sealed envelope marked as "Application for the Empanelment of CONSULTING ORGANISATIONS," for 'IN-SPACe' containing the 'Eligibility documents' and 'Technical bid' in two separate envelopes. The name and contact details of the firm should be on all the envelopes.
5. The agencies will be selected as per the evaluation mechanism of this RFE.
6. IN-SPACe reserves the right to reject any or all of the responses to this RFE without assigning any reason. IN-SPACe takes no responsibility for delay, loss or non-receipt of response to RFE.
7. On the basis of scores given by the committee, it is envisaged to engage agencies for the services as per scope of work listed under "2.2" of this RFE.

Important dates:

1.	Last date for submission of RFP	February 21, 2024 at 15:00 Hours IST
2.	Opening date of RFP (T ₀ +21 days)	February 22, 2024 at 11:00 Hours IST
3.	Focal Point	Deputy Director, Finance and Accounts IN-SPACE Head Quarters, Dept of Space, Government of India Bopal-Shilaj Road, Bopal, Ahmedabad – 380058 Phone: 079-2691-6956/2691-6955 Mobile: 9879943078 E-mail: ratnesh.kumar75@inspace.gov.in/ rajesh.kohli74@inspace.gov.in

1. Introduction:

- 1.1.** Space programme in India has been developed over a period of more than five decades with a strong focus on application driven programmes and bringing space to the services of the common man.
- 1.2.** In order to unlock the space sector, aimed at boosting private sector participation in the entire range of space activities in the country, Indian National Space Promotion and Authorization Centre (IN-SPACe) an autonomous agency under Department of Space (DOS) has been established by the Government. IN-SPACe has the prime responsibility to promote, enable, authorize and supervise the NGEs related to space activities. IN-SPACe shall function as single window nodal agency for all activities of NGEs related to Space including usage of DOS/ISRO owned facilities by NGEs.
- 1.3.** As a sequel to its mandate, IN-SPACe has released a Decadal Vision and Strategy for the Indian Space economy and identified the key areas within the country as well as internationally for business development and growth of Indian NGEs. The decadal vision pegs size of India's space economy at USD 44bn by 2033 from current USD 8.4bn. This growth of 16% CAGR is expected to be driven primarily by the private sector participation in the space economy. Hence to develop a conducive ecosystem for the NGEs to grow, IN-SPACe is in the process of formulating various schemes and programs to enable and promote NGEs across various sub segments in the space economy.
- 1.4.** In this regard, IN-SPACe intends to empanel a limited number of reputed management consulting agencies for the work on aspects of development and program management of various schemes/programs/policies and other projects by IN-SPACe at national level. The empanelment will be for a period of 03 years with a provision of 01 year extension.

2. Terms of Reference (ToR)

2.1. Objective

The objective of this consultancy is to undertake management/implement/design for the Scheme/Project

- a) Participation by the best available firms in the bidding process
- b) Financing of the capital cost by the Concessionaire and other stakeholders (as applicable)
- c) Optimizing the revenue potential of the Scheme/Project
- d) Any other objective as specified by IN-SPACe

- 2.2. Scope of Work for Agencies:** The empanelled Management Consultancy firm shall work in close coordination with IN-SPACe for developing various schemes and programs, strategy formulation, implementation, program management.

Scope of work includes an indicative list of jobs which the empanelled agencies would be expected to perform through their consultants as given in the table. The job may include but not limited to, work related to any of the sub segment of the Space economy, ranging from upstream – manufacturing, assembly, testing of launch vehicles, satellites, and sub systems etc. to mid-stream launch services, satellite communication, navigation services, Earth observation, to downstream segment including data dissemination and satellite applications across sectors. Therefore, the agencies must have consultants experienced in various domains with knowledge of space sector both for domestic as well as international markets.

Area	Nature of work
Development and program management/ execution of schemes/programs/policies	<ul style="list-style-type: none"> • Strategy/Plan Preparation • Preparation of DPR / RFP / Proposal / Templates • Preparation of Roadmaps / Guidelines / Frameworks • Project Management and Monitoring • Bid Process Management • Application Roll out process management. • Techno-legal issues • MoU / Contracting • Preparation of Test Pilot Plan • Project/Scheme Performance Evaluation/Impact assessment reports • Ensuring compliance with applicable laws, regulations, guidelines and industry standards during formulation and implementation. • Budgeting and financial planning for each program/scheme • Identify and mitigate risks associated with scheme operations. • Stakeholder Communication <ul style="list-style-type: none"> • effective communication with stakeholders, including scheme participants, regulatory bodies, and internal stakeholders. • Handle inquiries and concerns in a professional and timely manner • Any other assignment as requested by IN-SPACE

Further the scope of services shall include:

- a) Undertaking a prefeasibility study to ascertain the financial & technical viability of the scheme/project. If the scheme is found feasible proceed as mentioned below.
- b) Evaluation of the strategic objectives of the consultant in relation the scheme/project and advising on the commercials with reference to Applicable laws;
- c) Collection, compilation, and analysis of relevant financial data relating to all costs and revenues
- d) Review cost estimates contained in the feasibility report.
- e) Prepare a reasonable estimation of the likely revenues.
- f) Assisting the IN-SPACE in identification of scheme risk and in allocation of the same in an efficient and economic manner.
- g) Identification and quantification of estimated financial impact of the Scheme/Project on government resources.
- h) Development of various possible alternatives for revenue maximization, and preparation of Revenue Model for the Scheme/Project
- i) Advising on tax-related issues arising out of the Scheme/Project
- j) Preparation of consolidated list of approval/consents/clearances required from Government authorities; and
- k) Assist in preparation of Scheme/Project documents.
- l) Undertake the entire scheme/project process including collecting replying to scheme/project related queries by potential applicants and helping on-board the concessionaire.
- m) In making its projections, recommendations and Reports, the consultant shall identify the underlying assumptions and reach an agreement with the applicant in relation thereto.

From the above indicative list, job will be assigned to any one of the empaneled agencies. Empaneled agency will be asked to deploy required number of resources for a well-defined period.

Agency's consultants deployed on a job will use their own computer/laptop, data cards, etc when working from IN-SPACE's/user's premises. The user's responsibility will be restricted to provide workspace and environment for the consultants' official work related to the assigned job.

3. General Eligibility Criteria

- 3.1. The bidders should be agencies operating in India at least for the last ten Financial years excluding the current Financial year. They should have minimum of five resources in aerospace and space domain on their roll for the last three years in India.
- 3.2. The bidder's total turnover in India should be more than Rs. 500 Crores in each of the last two Financial years viz 2021-22, 2022-23 in India. A certificate from the Chartered Accountant on the turnover in these years, in original, must be submitted.
- 3.3. The bidder should have completed at least five government consultancy jobs/projects, in the areas mentioned in the scope, each of value more than Rs. 50 Lakhs in the last 3 years.
- 3.4. The bidder shall have a proven track record of working with companies in high technology sector including PSU's, Government Organizations, Nationalized banks etc. Experience in Space, Aerospace, shall be considered for an additional weightage in the technical evaluation Matrix
- 3.5. The bidder should be registered with the Service Tax Department and carry a valid PAN from the Income Tax Department, Government of India.
- 3.6. An undertaking (self-certificate) that the bidder hasn't been blacklisted by a central / state Government institution and there has been no litigation with any government department on account of similar services must be submitted.
- 3.7. **Language:** The Proposals by the bidder should be in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language duly attested by the bidders is to be submitted with the bids. For the purpose of interpretation of the documents, the English translation shall govern. All correspondence and documents relating to the Proposal exchanged between the Agency and IN-SPACE shall also be in English language.
- 3.8. Firm is expected to submit an independent, original proposal to IN-SPACE. The same is expected of all the further interactions / submissions to IN-SPACE.
- 3.9. All the documents submitted to IN-SPACE shall be confidential and proprietary to IN-SPACE. Firm shall not disclose any information in part or full to any third party, Agency or individual in any manner, whatsoever, without written concurrence by IN-SPACE.
- 3.10. Any documents / reports / inputs / deliverables and any other information in any form accumulated and utilised for the generation of various schemes/project plans etc shall be the sole property of IN-SPACE, and can be used in any manner felt necessary.
- 3.11. Other Information
 - 3.11.1. The agencies may be required to work with other line Ministries/ Departments of Central/ state government, industry as and when required.
 - 3.11.2. The client servicing team of the agency must be available to IN-SPACE office, Ahmedabad as and when required by IN-SPACE.
 - 3.11.3. Consortium is not allowed.

4. Evaluation Criteria

4.1. Proposals will be evaluated based on the following criterion.

- 4.1.1.** Experience of working with the Government projects/schemes
- 4.1.2.** Number of technical skilled manpower
- 4.1.3.** Revenue in India
- 4.1.4.** Working knowledge with Space Sector.
- 4.1.5.** Qualifications of the proposed team
- 4.1.6.** References of past work

4.2. In order to empanel consulting agencies, IN-SPACe will constitute an Evaluation Committee to evaluate the proposals submitted. During evaluation of proposals, IN-SPACe may, at its discretion, ask the bidders for clarification on their applications. The process for empanelment is as given below.

4.3. Evaluation process

- 4.3.1.** Scrutiny of eligibility criteria mentioned in Point No.3 for responsiveness to the RFE will be done by the Evaluation Committee to determine whether the documents have been properly signed, qualification criteria fulfilled, all relevant papers submitted and whether the response to RFE is generally in order. The Evaluation Committee can seek additional information from the bidders, if needed. The response to the RFE not conforming to requirements will be rejected. The selection of agencies will be based on the evaluation of the technical bids by the Evaluation Committee.
- 4.3.2.** Technical Evaluation will be done based on criteria given in below Table 1.1 and as per documents submitted and technical presentation. Each of the item type has been allocated a particular mark, based on which the final technical score will be calculated.
- 4.3.3.** The qualifying score will be 70 marks out of 100. Bidders who qualify in the technical evaluation will be ranked based on merit and will be selected for empanelment as explained under 4.3

4.4. Empanelment

Agencies shortlisted for empanelment will be required to sign an agreement with IN-SPACe, accepting the terms and conditions laid down by IN-SPACe. After signing of the agreement, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

Table 1.1

S. No.	Eligibility/Evaluation Criterion	Max. Marks
1	<p>Consultancy jobs (projects) completed in any of the following areas, each with value of Rs. 50 Lakh or more (Govt.) (5 marks for each)</p> <ul style="list-style-type: none"> • Preparation of Detail Project Reports • Preparation of Roadmaps / Guidelines/ Frameworks • End to end Project Management and Monitoring --Project/Scheme Performance Evaluation/Impact assessment reports. • Budgeting and financial planning for each program/scheme 	20
2	Past experience in carrying out Studies in India/globally related to space sector for government or private sector	10
3	<p>References furnished from the state/central government departments/ministries on the execution of the successful assignments in the above areas (listed in point No. 1&2) in past 3 years.</p> <p>2 References - 5 Marks 1 Reference - 2.5 Marks</p>	05
4	<p>Demonstration of approach and methodology to be followed for the following kind of consulting projects. (2.5 marks for each)</p> <ul style="list-style-type: none"> • Preparation of DPR • Preparation of Roadmaps • Government process Re-engineering • Incentive schemes to promote growth of Space economy by NGE participation. 	10
5	<p>Number of Technical skilled manpower in Defense, Space and Aerospace domain in India</p> <p>7 and above – 15 Marks 5 and above - 10 Marks</p>	15

6	Annual Revenue in India for past two financial years Above INR 550 cr - 20 Marks From INR 500 cr to INR 550 cr - 10 Marks	20
7	Relevant qualifications and experience of proposed resources to be deployed on the basis of scope of work.	20

Agencies securing > 70 marks as above will only be considered technically qualified for empanelment.

4.5. Proposal Submission Guidelines: Interested management firms are requested to submit a comprehensive proposal addressing the following:

Firm Overview

- Background and history of the management firm.
- Relevant experience in managing similar schemes.

Proposed Approach:

- Detailed methodology for scheme management.
- Strategies for achieving operational efficiency and financial sustainability.

Team Qualifications:

- Resumes of key personnel assigned to manage the schemes.
- Relevant experience and expertise of team members.

References:

- Contact information for at least three clients who can provide references regarding the firm's performance.

4.6. Proposal Submission Deadline:

4.6.1. All proposals must be submitted by **[Feb., 21, 2024]** in a sealed envelope labelled

"Application for the Empanelment of CONSULTING ORGANISATIONS " to:

**Deputy Director (Finance & Accounts),
IN-SPACE
Department of Space
New SAC Bopal Campus
Bopal-Shilaj Road
Ahmedabad -380058
Gujarat**

4.7. Allocation of Work

4.7.1. The empanelment shall be initially for two years from the date of accepting the terms and conditions by the empanelled agencies. It can be extended through mutual consent for a further period of one year based on periodic reviews to assess the performance during the specified duration of empanelment at the

same terms and conditions. IN-SPACE shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.

- 4.7.2.** The IN-SPACE will give a brief to the agencies and invite Concept notes/ technical proposals/ presentations from the empanelled agencies for specific assignments. IN-SPACE reserves the right to award the work to any of the empanelled agencies, based on the merit of their Concept note/ technical proposal/ presentation and financial quote for a particular task. The selection of work will be through **QCBS** on Concept note/ technical proposal/ presentation and financial quote for that assigned task. The Evaluation Committee will be the final authority for selection of the agency.
- 4.7.3.** The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement.
- 4.7.4.** Mere empanelment with IN-SPACE does not guarantee for allocation of work.
- 4.7.5.** In case, IN-SPACE does not find the work of the agency up to its satisfaction, IN-SPACE reserves the right to get it done from any other agency/agencies for which the agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.
- 4.7.6.** In case, when the time period is too short to get the concept notes/ technical proposals/ presentations prepared from all the empanelled agencies or any other exigencies, the job may be entrusted to any of the empanelled agencies or any other agency which IN-SPACE deems fit to meet the deadline

5. Terms and conditions of agreement

5.1. The agencies selected for empanelment will have to sign an agreement with IN-SPACE with the following terms and conditions.

5.1.1. Nativity The organization must be incorporated in India.

5.1.2. Relationship:

- a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “IN-SPACE” and the “bidder”. No partnership shall be constituted between IN-SPACE and the bidder by virtue of this empanelment nor shall either party have powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power. The Bidders shall be fully responsible for the services performed by them or on their behalf.
- b) Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for promotional purpose without first having obtained the other party’s prior written approval.

5.1.3. Right to rejection and Right to annulment

- a) IN-SPACE reserves the right to reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to

empanelment, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

- b) IN-SPACE also reserves the right to employ any agency outside of the list of empanelled agencies.

5.1.4. No obligation: Empanelment with IN-SPACE does not guarantee that any or all Bidders shall be awarded any project / assignment as a result of empanelment.

5.1.5. Fraud and Corruption: IN-SPACE requires that the Bidders engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). The following terms apply in this context:

IN-SPACE will reject the application for empanelment, if the applicant recommended for empanelment, has been determined by IN-SPACE to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of IN-SPACE or any personnel during the tenure of empanelment.
- (ii) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to IN-SPACE, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive IN-SPACE of the benefits of free and open competition.
- (iii) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- (v) "Collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of the IN-SPACE, designed to establish prices at artificial, non-competitive levels;

IN-SPACE will reject an application for award, if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the empanelment.

5.2. Confidentiality: Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the Bidders who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of confidential information related to the empanelment process may result in the rejection of their application.

5.3. Period of Empanelment: IN-SPACE shall empanel agencies for 03 years. The empanelment duration may be extended through mutual consent for a further period of one year based on periodic reviews to assess the performance during the specified duration of empanelment at

the same terms and conditions. IN-SPACE shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.

5.4. Indemnity: The selected Agencies will indemnify IN-SPACE against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of software/ hardware/ manpower etc. and related services or any part thereof. IN-SPACE stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. IN-SPACE also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.

5.5. Termination / Withdrawal

- a) IN-SPACE reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:
 - i) Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant' organization
 - ii) Information provided to IN-SPACE is found to be incorrect.
 - iii) Empanelment conditions are not met within the specified time period;
 - iv) Misleading claims about the empanelment status are made;
 - v) Clear evidence is received that empanelled agency has breached copyright laws/ plagiarised from another source;
- b) If the agency does not execute the contract to the satisfaction of the IN-SPACE then the IN-SPACE may invoke any or all of the following clauses.
 - i) Forfeit the Performance Guarantee Amount
 - ii) Terminate the contract without any liability of IN-SPACE towards the empanelled agency.

5.6. Only one application: An applicant can submit only one proposal on its own. If an applicant submits more than one proposal, both proposals shall be disqualified.

5.7. Amendment: At any time prior to deadline for submission of applications, IN-SPACE may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all Bidders.

5.8. Disclaimer

- (i) This RFE is not an offer by the IN-SPACE, but an invitation to receive responses from eligible interested Bidders as consulting agencies for IN-SPACE. The IN-SPACE will empanel limited Bidders who fulfil the eligibility criteria. No contractual obligation whatsoever shall arise from this process.
- (ii) The evaluation shall be strictly based on the information and supporting documents provided by the Bidders in the application submitted by them. It is the responsibility of the Bidders to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information

required by IN-SPACE is not provided by applicant, IN-SPACE may choose to proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

5.9. Binding Clause: All decisions taken by the IN-SPACE regarding this contract shall be final and binding on all concerned parties.

5.10. Agency's Integrity: The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

5.11. Agency's Obligations

- a) The Agency will be obliged to work closely with the IN-SPACE's staff, act within its own authority and abide by directives issued by the IN-SPACE.
- b) The Agency will abide by the job safety measures prevalent in India and will free the IN-SPACE from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the IN-SPACE responsible or obligated.
- c) The Agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to IN-SPACE's interest.

5.12. Conflict of Interest: Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with the Department. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements.

5.13. Non-Disclosure Agreement: The Agency will treat as confidential all data and information about the IN-SPACE, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the IN-SPACE. All agencies shortlisted for empanelment shall submit a Non- Disclosure Agreement to IN-SPACE, in the format provided in Annexure 6.

5.14. Intellectual Property Rights

- i) IN-SPACE shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, drawings and other documents which have been developed by the consulting agency during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The agency undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to IN-SPACE and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be

necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of IN-SPACE.

- ii) The Agency shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Agency shall keep IN-SPACE indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Agency during the course of performance of the Services.

5.15. Payment Process

- i. A pre-receipted bill, along with certificate of satisfactory performance from Director (Projects) will have to be submitted for payment.
- ii. Payments shall be subject to deductions of any amount for which the Agency is liable under the empanelment or RFE conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.

5.16. Force Majeure

“Neither party shall bear responsibility for the complete or partial non-performance of any of his obligations if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock-out, freight embargo, acts of the Government either in its sovereign or Contractual capacity, hostility, acts of public enemy and other acts of god as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the parties that have arisen after the conclusion of the present Purchase Order/Contract”.

In such Circumstances, the time stipulated for the performance of an obligation under the contract may be proportionately extended.

The party for whom it become impossible to meet the obligation under this contract due to force majeure condition, will notify the other party in writing not later than twenty-one days from the date of commencement of the unforeseeable event. Unless otherwise directed by the centre/ unit in writing, the contractor/ supplier shall continue to perform his obligations under the purchase order/ contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

Any certificate issued by the chamber of commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.

The force majeure conditions are applicable only to the prime contractor and purchase contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

5.17. Arbitration

In the event of any dispute/s difference/s or claim/s arising out of or relating to the interpretation and application of the contract, such dispute/s or difference or claim/s shall be settled amicably by mutual consultations of the good offices of the respective parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the sole arbitrator appointed by the parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in **Ahmedabad (Gujarat)**. The expenses for the arbitration shall be shared equally or as may be determined by the arbitrator. The considered and written decision of the arbitrator shall be final and binding between the parties. The applicable language for Arbitration shall be “English” only.

Work under the contract shall be continued by the contractor during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the arbitrator unless otherwise directed in writing by the IN-SPACe or unless the matter is such that works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

5.18. Jurisdiction: The Courts of Ahmedabad only shall have the jurisdiction to deal with the award and decide and matter relating to the disputes arising out of the contract.