

V-SAT UPGRADATION - TENDER NO. 1802

Queries raised by M/s. Broad cast Eng.Conc India Ltd. dated 22 Jan 2019 and the recommendations by the DPW office.

S. No.	Clause & page no	Broadcast Eng.Conc India Ltd Query	Reference	Recommendations by the DPW Office
1	(ix) page no 3	Latest Test Report along with letter of the tenderer giving technical specifications to the laboratory asking for latest report i.e, on or after March 20L8, of the tendered item should be submitted.	We request you to accept Test Reports from the OEM for imported items.	Acceptable
2	(12) page no 4	The tenderer who qualifies in technical bid will have to submit samples for testing / demonstration / field trials, before a committee of officials selected by Director General of police, Maharashtra State, within four days positively from opening of technical envelop, on 'No cost, No commitment' basis. If the tenderer failed to show the demonstration/ field trials within given period, his offer will be liable for disqualify.	We request you to amend the clause and provide at least 15 days of time to submit sample for NC-N Ctrail after Technical bid opening.	Acceptable but should not be more than 15 days.
3	(21) Page no 5	The selected vendor should be in a position to supply the equipment within Eight Weeks or earlier from the date of placing of the order I customs duty exemption certificate / license copy etc, The tenderer should be in a position to supply the goods to Police units as per distribution list after inspection is completed	We request you to increase delivery period to 12 weeks from date of receipt of license for import.	Tender Clause stand as it is.
4	(13) page no 13 of 72	Section -1 13.Payment Schedules: Payments for the proposed system shall be made 1. 25% Payment shall be given after receipt/delivery of all tendered material/items at Clients Premises i.e. at Central Store, Pune. 2. Remaining 75% payment will be given after entire installation and commissioning, functioning & training of the project. The warranty period will be commence from the date of entire installation commissioning i.e., after acceptance of all 59 VSA Terminals. All payments will be made in Indian currency only.	We request you to change clause to 1. 60% Payment shall be given after receipt/delivery of all tendered material/items at clients Premises i.e. at Central Store, Pune. 2. Remaining 40% payment will be given after entire installation and commissioning, functioning & training of the project. The warranty period will be commence from the date of entire net work installation and commissioning .	1.Refer Page no 4 of Tender no 1802, clause no 15 Tender Clause stand as it is. 2. Page no 13 of 72,clause no 14 (penalty provision) The installation and commissioning period will be three months from the date of receipt of the valid DTG/AIP/DL/Import License from WPC.

VSAT UPGRADATION - TENDER NO. 1802

Queries raised by M/s. Hughes, dated 11 Jan 2019 and recommendations by the DPW office.

SR No.	Clause No. and Page No.	RFP Term	Request for following Clarifications and Amendments (Hughes)	Recommendations by the DPW Office.
1	Clause 12, Pg-4	The tenderer who qualifies in technical bid will have to submit samples for testing / demonstration / field trials, before a committee of officials selected by Director General of Police, Maharashtra State, within four days positively from opening of technical envelop, on 'No cost, No commitment' basis. If the tenderer failed to show the demonstration/ field trials within given period, his offer will be liable for disqualify.	Please amend as below: The tenderer who qualifies in technical bid will have to submit samples for testing / demonstration / field trials, before a committee of officials selected by Director General of Police, Maharashtra State, within four days two weeks positively from opening of technical envelop, on 'No cost, No commitment' basis. If the tenderer failed to show the demonstration/ field trials within given period, his offer will be liable for disqualify.	Acceptable, but should not be more than 15 days.
2	Clause-13, Pg-25	Payment Schedule	We request purchaser to amend the payment terms as below: 1. 100% on delivery of the material. As, the Bidder is already submitting a PBG for the performance of the contract.	The Tender Clause stand as it is.
3	Clause 14, Pg-25	Penalty Provisions	1. The Clause provides that a contract agreement will be signed between the parties once the bid has been awarded - We suggest to use the Sample Agreement to be executed between Purchaser and Bidder after the RFP is awarded to Bidder. 2. The penalties mentioned are uncapped, we request bank to cap the maximum penalty to 10% value of particular faulty item/delayed service.	The Tender Clause stand as it is.
4	Clause 14, Pg-25	That he possesses valid Dealer Possession License” DPL” for the tendered item as on that date. The entire order Quantity should be delivered within Eight Weeks or earlier from the date of receipt of the valid DTG/AIP/ DL/Import license from WPC whichever is later of this time schedule is not adhered to then penalty shall be levied.	Please amend as below: That he possesses valid Dealer Possession License” DPL” for the tendered item as on that date. The entire order Quantity should be delivered within Eight Sixteen Weeks or earlier from the date of receipt of the valid DTG/AIP/DL/Import license from WPC whichever is later of this time schedule is not adhered to then penalty shall be levied.	Please Refer 1. Page no 4 of Tender no 1802, clause no 15 Tender Clause stand as it is. 2. Page no 13 of 72, clause no 14 (penalty provision) The installation and commissioning period will be three months from the date of receipt of the valid DTG/AIP /DL/Import License from WPC.

5	Clause 17, Pg-5	3. Copies of Import Order(s) placed on supplier. 4. Invoice of Supplied for relevant Import Orders(s)	The Import orders placed on the supplier & invoice contains the confidential terms & we are not legally allowed to share the same with any third party, please delete this requirement. Alternatively, we can share the Bill of Lading for the import, please confirm.	The Tender Clause stand as it is.
6	Clause 20, Pg-5	Quantity of tendered item may vary subject to the final availability of funds.	We understand that the Minimum Quantity must be same as mentioned in the RFP.	The Tender Clause stand as it is.
7	Clause 34, Pg-7	In case of no delivery and /or delayed delivery against an order placed after Acceptance of Tender the Director General & Inspector General of Police, Maharashtra State, Mumbai reserves to himself the right to impose such penalty in his sole discretion as he thinks fit.	Please amend as below: In case of no delivery and /or delayed delivery against an order placed after Acceptance of Tender the Director General & Inspector General of Police, Maharashtra State, Mumbai reserves to himself the right to impose such penalty @ 10% of the value of faulty item/delayed service in his sole discretion as he thinks fit.	The Tender Clause stand as it is.
8	Clause 12, Pg-25	TAXES	We understand that any future changes in the Tax rates must be compensated by Purchaser to Bidder.	The Tender Clause stand as it is.
9	Page 46 of 72	One team shall install & commission one terminal at one remote and after acceptance, the installation of remaining remote terminal can be taken up.	We request Purchaser to initially test & accept one site and then the items for remaining sites can be procured accordingly.	The Tender Clause stand as it is.
10	Clause 33, pg-6	In the event of the order being placed against any of the tender and if tenderer fails to supply any stores according to specifications or the terms and conditions of Acceptance of Tender or fails to replace any stores rejected by the Director General & Inspector General of Police , Maharashtra State, Mumbai. or by any person on his behalf within such time as may be stipulated, the Director General & Inspector General of Police, Maharashtra State, Mumbai, reserves the right to purchase such stores from any other sources and at such price as the Director General & Inspector General of Police, Maharashtra State, Mumbai shall in his sole discretion thinks fit.	Please amend as below: In the event of the order being placed against any of the tender and if tenderer fails to supply any stores according to specifications or the terms and conditions of Acceptance of Tender or fails to replace any stores rejected by the Director General & Inspector General of Police , Maharashtra State, Mumbai. or by any person on his behalf within such time as may be stipulated, the Director General & Inspector General of Police, Maharashtra State, Mumbai, reserves the right to purchase such stores from any other sources and at such price he Director General & Inspector General of Police, Maharashtra State, Mumbai shall in his sole discretion thinks fit. provided that the total liability of the bidder shall in no way exceed the total PO amount. If action as stipulated above is taken:- (I) The offer of the defaulting contractor will not be considered.	The Tender Clause stand as it is.

		<p>sole discretions thinks fit. If action as stipulated above is taken:-</p> <p>(i) The offer of the defaulting contractor will not be considered.</p> <p>(ii) The defaulting contractor will be penalized to the extent of the differences in the rates or 10% of the value of the earlier orders whichever is higher.</p> <p>(iii) If the defaulting contractor fails to pay the penalty he will be permanently delisted from the list of approved contractors of the Director General & Inspector General of Police, MS, Mumbai and the registration deposit of the contractors will be forfeited to Government.</p>	<p>(ii) The defaulting contractor will be penalized to the extent of the differences in the rates or 10% of the value of the earlier orders whichever is higher.</p> <p>(iii) If the defaulting contractor fails to pay the penalty he will be permanently delisted from the list of approved contractors of the Director General & Inspector General of Police, MS, Mumbai and the registration deposit of the contractors will be forfeited to Government.</p>	
11	Additional Clause	Limitation of Liability	<p>1. Notwithstanding any other provision of this neither Party shall be liable to the other for any indirect, reliance, special, punitive, consequential, exemplary or incidental damages , (including without limitation damages for harm to business, lost revenues, lost sales, lost savings, lost profits (anticipated or actual), loss of use, downtime, injury to persons or damage to property and claims of third parties), regardless of the form of action,(whether in contract, warranty, strict liability or tort) , (including without limitation negligence of any kind , (whether active or passive) or any other legal or equitable theory arising out of or in connection with this Agreement including the Services, even if a Party has been advised of the possibility of such damages.</p> <p>2. In no event, shall bidder be liable for any damages, arising out of or in connection with this Agreement or the Services, in excess of the total project cost of the contract, notifying by which Purchaser informs Bidder about having suffered any direct such damage damages arising under this Agreement hereunder. Purchaser shall give written notice to Bidder within fifteen (15) days of suffering the damage.</p>	The said clause is not part of a Tender Document.
12	Additional Clause	Bidder's Termination Rights	<p>Bidder reserves the right to cancel the contract in the following events:</p> <ul style="list-style-type: none"> • If Purchaser is in breach of any obligation under this Agreement. • If Purchaser fails to make the payment of invoices within 30 days of receipt of such invoice. • If Purchaser is declared bankrupt or insolvent by a court of competent jurisdiction or, any winding-up or analogous proceedings 	The said clause is not part of a Tender Document.

			are admitted in respect of either Party and are not discharged within sixty (60) days	
13	Additional Clause	Interest on Overdue Payments	Incase of non payment for 60 days (inclusive of 30 days notice of non payment), Bidder would be charging late payment penalty @ SBI PLR rate +6%	Bidder said clause is not accepted.
14	Additional Clause	Arbitration Clause	Any dispute, arising out of or relating to this Agreement shall be first attempted to be resolved through conciliation between the senior officials of the Parties. If the Parties are unable to resolve the dispute within thirty (30) days through conciliation, then the Parties shall refer such dispute to arbitration. The arbitral tribunal shall be composed of either a sole arbitrator appointed by the mutual consent of the parties or three (3) arbitrators wherein each Party shall appoint one (1) arbitrator each and the two (2) so appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. The decision of the arbitral tribunal arbitrator shall be final, conclusive and binding on the Parties. The arbitration proceedings shall be conducted in the English language and shall take place at New Delhi, (India), in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.	The said clause is not part of a Tender Document.
15	Additional Clause	The Parties agree that this Agreement and all rights and obligations of the Parties hereunder shall be governed, construed and interpreted exclusively under and pursuant to the substantive laws of India, subject to the exclusive jurisdiction of the courts of New Delhi without application of the conflict of laws rules which may otherwise be applicable.	The said clause is not part of a Tender Document.	The said clause is not part of a Tender Document.
16	Additional Clause	GST Clause	<p>GST Terms</p> <p>1. For the purposes of this Agreement, the following terms shall have the meaning as given below:</p> <ul style="list-style-type: none"> • GST - means any tax or cess or both imposed on the supply of goods or services or both under GST Law. • GST Laws - means IGST Act, GST (Compensation to the States for Loss of Revenue) Act, CGST Act, respective UTGST Act and respective SGST Acts, 2017 and all related legislations, Rules, Notifications, Orders, etc. <p>2. It covers all purchases of goods & services by the CUSTOMER from the COMPANY, referred to as Supplies under this Agreement and various Purchase orders issued/to be issued therein referred to as Orders.</p> <p>3. The Place of Supply to be mentioned on the invoices shall be</p>	The said clause is not part of a Tender Document.

as per the GST laws. The CUSTOMER shall provide it's GSTIN to the COMPANY on which GST invoice is to be raised and shall inform about the locations where goods/services are to be delivered.

4. The Location of Supplier shall be determined by the COMPANY depending upon the availability of goods/services at the time when such Supplies are required by the CUSTOMER. Therefore, irrespective of the COMPANY's place as mentioned in the Agreement/Orders, the Company is authorized to decide the Location of Supplier/Company for the said Supplies and such decisions shall be deemed to become incorporated into Orders thereafter.

5. Both Parties shall be responsible for all the compliance relating to the movement of goods originating from their respective location/sites including issuance of delivery challan, e-way bill, etc. as mandated under the GST Laws.

6. COMPANY is responsible to issue invoices containing the prescribed details under the GST Laws like HSN Code, GSTIN, Place of Supply etc. The GST shall be charged as per the applicable rates under GST Law. The COMPANY shall be liable to deposit the tax in timely manner. The COMPANY shall remain responsible to for any loss of GST credit to the CUSTOMER due to non-payment of tax by the COMPANY. If any incorrect information is provided by the CUSTOMER, then COMPANY will not be responsible for the same and COMPANY will not be able to change already raised invoices.

7. The CUSTOMER to ensure that all the invoices raised by the COMPANY and listed on GSTN portal are fully recorded in CUSTOMER's books of account within the time prescribed under the GST Laws. The COMPANY shall not be responsible for any input tax credit lost to CUSTOMER due to non/short recording of the invoices.

8. The CUSTOMER shall make timely payments towards the invoices raised by the Company. If there is any loss of any Input Tax Credit to the CUSTOMER due to delay in payments, the COMPANY shall not be liable for such loss of Input Tax Credit to the CUSTOMER.

9. An Invoice once raised and uploaded on GSTN portal shall only be revised, if required, by way of Debit/ Credit Note only as per the GST Laws and in no case, the invoice be returned to Hughes. Any revision from the invoice must done only after it is mutually agreed in writing.

10. The Invoice shall be deemed to have been accepted if the disputed amount is not notified in writing to ccc@hughes.in within 15

			<p>days of the invoice submission date with complete details as to Invoice no., Site ID, Reason, disputed amount with workings and the correspondence, if any with Hughes personnel.</p> <p>11. The CUSTOMER will be liable to pay the interest & penalty, if any paid by COMPANY under GST Laws for delay in billing due to the late receipt of purchase orders from CUSTOMER for continuous supply of services and/or due to delay in providing GSTIN information.</p> <p>12. The contact details for GST related issues and query for both the parties are as follows :- Service Provider : Level 1 : Kamal Kishor, kamal.kishor@hughes.in Level 2 : Ashish Gupta, ashish.gupta@hughes.in</p>	
17	Additional Clause	Risk & Control transfer	All the risk and control would be passed on to customer on material delivery at their central site as mentioned in RFP.	The said clause is not part of a Tender Document.
18	Additional Clause	Cure Period	In case of any default or non conformity of any eqp, customer should provide cure period of 30 days	The said clause is not part of a Tender Document.
19	Additional Clause	Invoice processing days	Payment should be processed within 30 days of invoice submission	The said clause is not part of a Tender Document.

VSAT UPGRADATION - TENDER NO. 1802

Queries raised by M/s. New tec company Mumbai dated 25 Jan 2019 and the recommendations by the DPW office

S. No.	Clause & page no	M/s. Newtec company Mumbai Query	Reference	Recommendations by the DPW Office
1	—	<p>Dear Sir's,</p> <p>This is to confirm to you our unavailability to participate/bid for the Maharashtra Police Tender VSAT Tender for reasons as below :</p> <ol style="list-style-type: none"> i. The Tender Specs especially the Mesh Part are favouring a particular Vendor. ii. In Today's Tender's all over the world including Police and Defence networks Mesh is not included. In fact very few VSAT Vendor's support Mesh as there is a significant compromise on the performance of the network in terms of Bandwidth efficiency, Scalability. iii. Voice can be used as a Double Hop. Today technology allows effective Double Hop of good Voice Quality. We have a Dialog System installed at Nelco VSAT Hub in Mumbai and can demonstrate the same to Maharashtra Police Team. iv. Any case Voice is only used in event of an emergency and in such cases Double Hop private Voice network is available and any remote can co-ordinate with other Remote. v. Single Hop Voice option is also available via switching over the VSAT Hub system and then Internet. vi. Today network design focus on Spectral efficiency i.e. Superior Waveform Technology to get more Mbps on the same Mhz Transponder Space. Newtec Techonology supports upto 6 bit per Hz on both Return and Forward channel of the Transponder i.e. on a 4.5 Mhz Transponder it is possible to get up to 26 Mbps Speed (inroute plus outroute) subject to Satellite parameters. This is 	M/s. NEW TECK Mumbai mail dtd 25-1-2019	The tender has been floated as per the organization's requirement . Kindly quote as per tender .

possible due to latest technology of Equalink Pre distortion, Making making utilization of saturated Transponder Space, Lower roll off, High Mod Codes on both inroute and outroute. Newtec uses the award winning MX DMA Access on the Return Channel which gives efficiency of upto 6 bit per Hz.

vii. Also the cost of the Project also will significantly come down with the Newtec Solution in addition to giving Multiple times Mbps capacity, High Security, performance and Scalability.

Hence we request you to please review and remove/amend the tender to allow Remote to Remote connectivity either through Mesh or via Hub Switching. We are confident that once the above is ok with Maharashtra Police many bidders can come and bid for the Project.

We are keen to participate/bid for this prestigious project provided there is an amendment in Tender as above.

VSAT UPGRADATION - TENDER NO. 1802

Queries raised by M/s. PMSL, dated 16 Jan 2019 and the recommendations by the DPW office.

S. No.	Subject	Planetcast's Query 1	Reference	Recommendations by the DPW Office
1	Validity of Bid	In NIT Validity of tender is mentioned 120 days from opening of tender where is Section II Clause No.9(16) Validity of bid should 180 days. Please clarify Bid Validity period.	General	validity of bid 120 days from the date of tender opening.
2	Project Completion Period	We understand that delivery period for supply of equipment is 8 weeks from the date of receipt of the valid DTG/AIP/DL/Import License from WPC. Moreover period for Installation and Commissioning of whole Network is three months from the date of contract awarded. Please extend the delivery period to twelve (12) weeks and I&C period to five (5) months from the date of receipt of the valid DTG/AIP/DL/Import License from WPC. (Because delay in receipt of Import License reduce the duration for Installation & Commissioning)	NIT Pg-4, Cl-15 and Tender Form Pg-12 of 73, Cl-14	Please Refer 1. Page no 4 of Tender no 1802, clause no 15 Tender Clause stand as it is. 2. Page no 13 of 72, clause no 14 (penalty provision) The installation and commissioning period will be three months from the date of receipt of the valid DTG/AIP/DL/Import License from WPC.
3	Consortium	Please suggest the max. no. of partners allowed for consortium. As per tender specifications, we understand that the joint or collective experience of partners of Consortium is considered as eligibility of consortium as a bidder. Please clarify.	General	It is precisely mentioned in the clause no. 8, Technical Proposal, sub-clause " c " , page no. 8 in the qualification criteria of the Tender Document and hence the clause stand as it is.
4	Consortium	Please advise if any one of the consortium partner be eligible for Lead Partner of consortium. We understand the Lead Partner of consortium may submit the techno-commercial bid in his own name alongwith consortium agreement. Please clarify.	General	
5	Sample for Testing / Demonstration	Tender has ask for submission of sample within four (4) days from opening of technical envelop. We request you to provide sufficient time for Sample	Tender Form; Technical Bid; Pt. (12)	Acceptable, for 15 days from opening of the Technical envelop.

		Demonstration, as most of the equipment are imported and have longer manufacturing lead time and few of them falls under restricted category. Please suitably amend the same by 20-30 Days.		
6	Sample for Testing / Demonstration	As per tender document bidder have to submit sample for demonstration during technical evaluation of bid which will not be return to the tenderer. Since the demo equipment is OEM/Bidder's property (non-sellable). Moreover it is imported from OEM on returnable basis. So kindly remove the clause to submit sample on non-returnable basis.	Tender Form; Technical Bid; Pt. (22)	Sample will be returned to the supplier after successful installation and commissioning of all sites.
7	Sample for Testing / Demonstration	As per tender document, the Bidder who qualifies in technical bid will have to submit the sample of the tendered item for testing/demonstration/field trails, before a committee. - Please explain the demonstration criteria. - Please provide as desired details for demo-setup. - Please specify the desired time period for demo. - Please specify the types of test to be conducted during demonstration.	Tender Form; Technical Bid; Pt. (12)	Refer page no 10 /72 point no 8 technical proposal (K) live demonstration
8	Custom Duty	Maharashtra Police will provide Custom Duty exemption certificate. Please provide the list of equipments which are exempted from Custom Duty. Please also share the related notification showing list of exempted equipments.	Tender Form; Technical Bid; Pt. (16) (iii)	As per govt. rules
9	Test Report of the Laboratory	Latest Test Report from Laboratory (after March 2018) needs to be submitted as per tender document, We would like to bring into your kind notice that nowadays there are no standard laboratories for testing VSAT equipment, So Kindly accept the latest test report from OEM	Tender Form; Technical Bid; Pt. (10) (ix)	Acceptable.
10	Statutory Levies/ Taxes	Any statutory change in an act of state or central government relating to GST and other taxes should be paid to the contractor on actuals by the customer. Request for suitable amendment.	Tender Form; Technical Bid; Pt. (39)	The Tender Clause stand as it is.

11	Spare for 07 Years.	Tender requires spares for 07 years after warranty period. Since there is regular technology up-gradation in electronic and communication items, therefore committing of spares for longer time may not be feasible. So we suggest to reduce the time to 5 years.	General	The tender Clause stand as it is.
12	Commencement of Warranty Period	As per tender document the warranty shall commence from the date of entire network installation and commissioning (all 59 VSATS). We suggest it should be on pro -rata basis as the project progresses. If any site could not be installed due to client issues, Particular site should be considered deemed installed for payment and warranty commencement.	Section-I; Pt. 11 Pg.12of73	The tender Clause stand as it is.
13	Penalty Provisions	As per Tender If the entire installation and commissioning is not completed within the stipulated period, a penalty will be imposed @ 0.5% of the project cost per site per week into the number of incomplete sites. We suggest that penalty should be @ 0.5% of uncompleted site, which max.cap to 5% of uncompleted work.	Section-I; Pt. 14 Pg.13of73	The tender Clause stand as it is.
14	Penalty Provisions	During the warranty period, the bidder is expected to repair/replace the defective remote site within 24 hrs. after reporting the defect, the penalty @0.1 % of the project cost per day will be imposed, if the said condition is violated. We suggest to amend the clause as, "the bidder is expected to repair/replace the defective remote site within 5 Days after reporting the defect, the penalty @0.1 % of the cost of that site per day, with a max. cap to 5% of the cost of that site will be imposed	Section-I; Pt. 14 Pg.13of73	Please refer page no 13 of 72 point 14
15	Penalty Provisions	The bidder is expected to repair/replace the defective components of the Hub within 10 minutes and the off period of NMS is not exceed more than ten minutes. The penalty @0.1 % of the project cost per hour will be imposed. We suggest to amend it as, "bidder is expected to repair/replace the defective components of the Hub within 24 hours and the off period of NMS is not exceed more than 5 days. The penalty @0.1 % of the HUB Cost per hour, max. capto 5% cost of HUB	Section-I; Pt. 14 Pg.13of73	Please refer page no 13 of 72 point 14

		will be imposed.”		
16	Test and measuring instruments	As per Section II Clause No. 8(kk) on page 23of 72, Test and measuring instruments are to be supplied. However the technical specification of the same is not mentioned moreover in the price schedule the same is not mentioned. Kindly clarify.	Pg 23of72. kk	Tender clause is self explanatory
17	Last Date of Submission of Online Bid	The response to above queries is required in preparation of most competitive techno-commercial bid and hence please extend the last date of bid submission by 3-4 weeks from the date of response to Bidder’s Queries by the Maharashtra Police.	General	Bid submission date extend by 01 week
18	Pre-Bid Meeting	We also request your good self for a Pre-Bid Meeting with all interested bidders for discussion/clarification on Technical Specification and Tender Terms & Conditions.	PMSL mail query in covering letter	The clarifications of the queries raised by the bidders are applauded on the website