

**Queris by Hughes and recommendations by DPW office**

**Dt.12/10/2017**

	<b>Pg. No.</b>	<b>Clause No.</b>	<b>Description</b>	<b>Query by Hughes</b>	<b>Recommendations by DPW office</b>
1	Pg. No # 4	Clause No 12	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 of officials selected by Director General of Police, M.S. within four days positively from opening of technical envelop, on 'No Cost, No commitment' basis.	Request Department to amend the clause as metioned below: 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 of officials selected by Director General of Police, M.S. <b>within fifteen working days positively</b> from opening of technical envelop, on 'No Cost, No commitment' basis.	Accepteble, but should not be more than 15 days.
2	Pg. No # 5	Clause No 18	The Bidder shall give and undertaking for supply of spare parts/batteries for the specified in specifications of the tendered item.	Life of batteries is usually 2 years and the warranty specified is 3 years, requesting to kindly exclude warranties on batteries.	Clause stands as it is.
3	Pg. No # 3	Clause No 10,vii	Power of Attorney in favour of perosn signing the bids to be given in Technical envelop (if applicable)	Instead of Power of Attorney, can we submit Board of Resolution?	We recommend to take a copy of Board of Resolution as well as a power of Attorney authorising a particular person.
4	Pg. No # 4	Clause No 15	The selected vendor should be in position to supply the equipment within Eight Weeks or earlier from the date of receipt of the valid DTG/AIP/DL/Import license from WPC.	Since majority of the items will be imported we request to kindly increase the supply of equipment within 120 days of earlier from the date of placing of technically clear order/custom duty exemption certificate/LoI/AIP/DL/License copy etc.	Clause stands as it is.
5	Pg. No # 7	Clause No 16 (ii)	Custom Duty Exemption certificate	Please confirm if Custom Duty Exemption certificate will be issued.	As per rule, if applicable, Custom Duty Exemption cerificate will be provided
6	Pg. No#22	Clause No 13	Payment Schedules: Payments for the proposed system shall be made on entire installation and commissioning, functioning & training of the project. All payments will be made in INR only.	Clarify the payment term: Suggested payment terms: 90% on Delivery at Pune Stores & Balance 10 % on installation ., If site is not ready for installation within 30 days of delivery, Balance payment 10% to be made against submission of BG valid for 3 months.	Clause stands as it is.
7	Pg. No#22	Clause no 11- Warranty	The warranty shall commence from the date of entire network installation and commissioning (all 57 VSATS)	Warranty should commence on the HUB and site to site installation 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	Clause stands as it is.
8	Pg. No#22	Clause 14- Penalty Provision	NMS should be repaired/replaced with in 10 minutes beyond which penalty shall be imposed	NMS should be repaired /replaced with in 24 hrs .	In case of failure of NMS, network should be on air within 10 minutes by repair or by replacement, beyond which the penalty clause shall be imposed.

9	Pg. No#33	Clause 14- Penalty Provision	@0.5 % of the project cost for number of faulty sites if complaint is not rectified with in 24 hrs	@0.5 % of the cost of unrepaired sites beyond 5 days.	If complaint is not rectified within 24 hrs penalty @0.5 % of the cost of faulty site will be imposed.
10	Pg. No#23	Clause 14- PBG	Bidder has to submit PBG for 30%	PBG value should not be more than 5%	Bidder has to submit PBG for 3%
11	Page No# 66	Annexure-8 Price Bid	PRICE BID FORMAT	Please provide detailed specifications of vehicle mountable antenna and associated RF to bring all the bidders on common commercial platform.	Type of vehicle will be decided by the DPW office and purchased by the DG office. The bidder is supposed to provide autotracking antenna mounted on OB van with RF power as per link budget analysis.
12	Pg. No#24	Section II, 1. Introduction	Bidder shall paint reflector part of dish antenna with special paint.....with cleaning, oiling and greasing of existing antenna systems (i.e. 52 Dish antenna)	Request department to add this service as separate line item in the price bid to bring all the bidders on commercially common platform and to follow the GST rules implemented by Govt of India	The clause stand as it is. Kindly refer BOM in the tender.
13	Pg. No#20 (6 of 62)	Clause 6.Maintenance	The bidder shall provide manpower for maintaining the system etc. for 24x7x365 days at NMS for the period of service contract. MTTR of NMS should not exceed beyond 10 minutes.	Request to kindly confirm the required manpower number availability at Pune Hub location. Generally, it is four in number. Three engineers on each 8 hours shift basis and one additional backup engineer.	It is the responsibility of the bidder to provide the services 24x7x365 days, how to manage the services of an engineer shall be the responsibility of the bidder. However MTTR of NMS should not exceed beyond 10 minutes.
14	Pg. No#09	Terms and Conditions. Point 34.	(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.	<b>Request to amend the clause as:</b> The defaulting contractor will be penalized to the extent of the rates to the maximum of 5% of the value of the earlier orders .	Clause stands as it is.
15	Page No# 17	Technical Proposal (B) Firm Background	ISO Certification of OEM & OES	In case if the parent company has the ISO certificate and also participating as consortium partner with the wholly owned subsidiary, we understand that subsidiary company is exempted from this criteria.	Point suggested can be accepted.
16	Pg.No#25	Point 2. Applications	<b>4. Video Call Facility:</b> Point to point Video Call facility should be available through new IP EPABXs. Minimum 5 simultaneous calls shall be possible.	Request to kindly share the minimum expected Video call data rate required per video call. Codec used H.264	Point to point Video Call facility @128 Kbps should be available through new IP EPABXs. Minimum 5 simultaneous calls are required at a time.
17	Page No# 28	6(f) Network Management	(2) NMS shall run on a stable operating system.....NMS should be GUI based with user friendly software. It should incorporate Maharashtra State Map and the VSAT terminal status should be indicated on it as per geographical location.	This is not a standard feature of baseband NMS to incorporate the state map into it however status of sites can easily be monitored. It is requested to remove this incorporation of map from the scope of the RFP.	The clause stands as it is.
18	Pg. No#04	Clause IX of 5.	Latest Test report along with letter of the tenderer giving technical specifications to the laboratory asking of latest report i.e. on or after December 2014, of the tendered item should be submitted.	There is no test laboratory for satellite equipment's, hence request this clause to get removed.	Latest Test report from OEM are to be submitted.

19	Page No# 41	Environmental Specifications- Hub	Indoor Unit Operating Temp 0 deg to 40 deg C	We request department to keep this as 10 deg to 35 deg as Indoor equipment tends to use in Air Conditioned environment and the same is being followed by the industry for Hub equipment.	Lower temp limit : 0 to 15 deg Upper Temp limit : 30 to 45 deg
20	Page No# 42	Environmental Specifications- Remote	Indoor Unit Operating Temp 0 deg to 50 deg C	We request department to keep this as 0 deg to 40 deg as Indoor equipment tends to use in Air Conditioned environment and the same is being followed by the industry for Remote terminals.	The clause stands as it is.
21	Page No# 42	Power Specifications- Remote	48/24V DC	Our equipment works on 230 V AC with better performance. Can we propose the remote terminals working with 230V AC supply which is a standard available product in the market as per Industry standards?	Acceptable, but with the facility to operate on 24 or 48 V DC supply.
22	Page No# 32	8 (II) Regarding Earthing	The bidder shall have to prepared desired number of earth pits (as per applicable standards).....less than 2 ohms.	We are VSAT system integrator and don't have enough expertise on these electrical jobs like earthing etc. Hence Earthing should be arranged by the department. Even if the bidder has to take care of earthing then request department to add this service as separate line item in the price bid to bring all the bidders on commercially common platform and to follow the GST rules implemented by Govt of India	Clause stands as it is.
23	Page No# 22	Clause 11 Warranty Pg 22	The project will be on an outright purchase basis with a service warranty for three years, duly extendable. The warranty will commence from the date of entire network installation and commissioning i.e. all 57 VSAT terminals.	<b>We request you to kindly accept below clause.</b> Warranty should commence for the HUB and site on pro -rata basis as per the project progresses. If any site could not be installed due to client issues, Particular should be considered deemed installed for payment and warranty commencement.	Clause stands as it is.
24	Page No# 22	Clause 13 Payment schedule Pg 22	Payments for the proposed system shall be made on entire installation and commissioning, functioning & training of the project. The warranty period will be commence from the date of successful total vsat sites installation and commissioning. All payments will be made in Indian currency only.	Since Payment process and milestones are not very clear, hence we request you to kindly accept below clause related to payment schedule. <u>Payment shall be released within 30 days.</u> <u>90% payment shall be released on delivery and 10% on completion of installation and commissioning on pro rata basis.</u>	Clause stands as it is.
25		Additional clause	Deemed installation	<b>We request you to kindly include below addition clause.</b> If the equipment is not installed or the requisite services are not provided owing to non-accessibility/non-availability of site-readiness reasons not attributable to the Supplier, beyond 30 days then it should be deemed installed and payments shall be released without imposing any penalty.	<b>No need to add.</b>

26	Page No# 22	Clause 14 Penalty Provision Pg 22	a.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. The client reserves entire right to reconsider the bid, if the installation and commission of the project is not completed within three months period after the contract awarded.	<b>We request you to kindly amend the clause as below</b> if a entire installation and commissioning is not completed within the stipulated period, a penalty will be imposed @0.5% of the <b>cost of <u>incompleted sites per week</u></b> .....	For new units the maximum time of completion/commissioning will be upto four months. Penalty @0.5% of the cost of incomplete site per week is recommended.
27	Page No# 22	Clause 14 Penalty Provision Pg 22	b. 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.	<b>We request you to kindly amend the clause as below</b> 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 <b>cost of unrepaired sites beyond 5 days</b> . per day will be imposed.....	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 district unit/site cost per day will be imposed, if the said condition is violated.
28	Page No# 22	Clause 14 Penalty Provision Pg 22	c. During the warranty period, 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, if the said condition is violated.	<b>We request you to kindly amend the clause as below</b> During the warranty period, the bidder is expected to repair/replace the defective component of the Hub within <b>24 Hrs.</b> and the off period of NMS.....	<b>The clause may be amended such as</b> "During the warranty period, In case failure of NMS, network should be on air within 10 minutes by repair or replacement and the bidder is expected to repair/replace the defective component of the Hub within <b>24 Hrs.</b> and the off period of NMS should not exceed more than ten minutes. Otherwise penalty @0.1 % of the NMS hardware cost per hour will be imposed.
29	Page No# 22	Clause 14 Penalty Provision Pg 22	d. During the warranty period, the resident engineer is expected to remain present 24X7X365 days. If the said condition is violated, the penalty @ Rs.200/- will be imposed per hour. If above all penalty clauses (b,c,d) are violated simultaneously, then bidder shall be responsible to pay all above mentioned penalties.	LD should be capped to 5% for the incompleted sites/unrepaired sites/unrepaired component of HUB. Request you to please consider this and confirm.	Clause stands as it is.
30	Page No# 6	Clause 30 External reference Pg 6	The conditions mentioned in Purchase Procedure Rules and Purchase Manual of Govt. of Maharashtra, and instructions as per Government of Maharashtra, Industries Energy & Labour Dept. Resolution %ãŠ.¼ããĀãĀ-2014/pr.kra.82/bhag-III/ 01/12/2016 and recent amendments thereof will be applicable.	The RFP terms & conditions should be considered in case of any conflict. Reference of some external document can unnecessary create confusion during implementation or post-implementation. Request you to kindly delete this clause	Clause stands as it is. Moreover, bidders are expected to follow all existing rules and Acts of the Maharashtra government as well as of GoI.

31	Page No# 22	<ul style="list-style-type: none"> <li>• Clause 14 (a) Penalty Provision (Pg 22)</li> </ul>	<p>“If the entire installation and commissioning is not completed within the stipulated period,a penalty will be imposed.....”</p>	<p><b><u>We request you to kindly amend the clause as below</u></b>          “If the entire installation and commissioning is not completed within the stipulated period, <b><u>subject to reasons not attributable to the Bidder such as Site not Ready conditions...</u></b>” a penalty will be imposed.....”</p>	<p>Clause stands as it is. However for new units the maximum time of completion/commissioning will be up to four months.</p>
32	Page-1	Tender Form	Tender document fee 20000.00	<p>We bought the tender fee against the same tender, published on July 2017. Hence the same should be exmeted. Kindly confirm.</p>	<p>The tender fee is not refundable</p>