

Response of department towards the clarification sought by the companies and Amended Terms for tender (REF. No. DGSE/EDUSAT/2018-19/04) dtd 08.02.2019

Sr. No.	Tender Doc (Section & Page)	Clause	Request of Company	Previous Corrigendum	Response of the Department
Company Name: M/s ALPHA DESIGN TECHNOLOGIES PVT LTD, No. 09, Service Road, HAL II Stage, Indira Nagar, Bangalore-560008					
1	Annexure 4 Para 6 6.0. Multiplexer unit	Redundancy: Multiplexer should support N+1 as well as N+P redundancy through NMS control	Kindly confirm whether redundancy is required?		Only One Multiplexer is required.
2	6.0. Multiplexer unit BoQ	BOQ shows only 1 Qty.	In BOQ, it shows Qty of Mux as 1 No. However, encoder qty is mentioned as 2 nos. Kindly confirm whether you required redundancy in multiplexer?	-	
3	Annexure 4 Para 11, 11.0. Wired Microphone with Phantom Power supply unit	ON/OFF Switch should be available	Every OEM confirmed that there is no ON/OFF switch available on the models which is meeting all the other specification. Request you to please remove this option.	-	On/ Off switch on microphone is not mandatory.
4	BOQ Serial no 3.08 and 3.09	IFL(Tx/Rx) Cables with connectors (1pair)RG6	Both the serial numbers are showing same items. Request you to please remove one	-	BoQ 3.08: IFL(Tx/Rx) Cables with connectors (1pair) RG 6; BoQ 3.09: N/A Note: At this stage, it is not possible to revise the BoQ, So bidders are advised to fill the Unit Rate/Tax at Sr. No.3.09 in the BoQ as value Zero
5	BOQ Serial No 3.08 and 3.09	IFL(Tx/Rx) Cables with connectors (1pair)RG6	It is advised to use RG11 cables are connectors instead of RG6 for remote SITs	-	No Change.
6	BOQ Serial No 1.06	L-band Modulator	As per the previous clarification Modulator redundancy is required. But it is found that BOQ is not yet updated with Qty 2 nos.	-	Note: At this stage, it is not possible to revise the quantity in the BoQ, So bidders are advised to fill the Unit Rate in the BoQ as per the Quantity given in the BoQ. Quantity in BoQ will be revised manually after the Opening of the Commercial Bid.
Company Name: M/s Hughes Communications India Ltd, Gurgaon					
7	page 18 of 35, Annexure 3, table 1.0	specifications of 40W KU Band BUC, technology asked is GaN.	Request PES to also allow GaAs based technology to allow wider participation	-	No Change.
8	Annexure-8 Price bid Format		Please confirm if existing ROTs and SITs are to be included in this new network, and AMC is to be quoted for the them as well		No Change. Please refer to Annexure-8 Price bid Format

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9	Clause 3.20 Arbitration:	Arbitration: Disputes, if any, shall be settled mutually, failing which it shall be referred to a one-man Arbitrator appointed by DGSE, PES, SAS Nagar in accordance with Indian Arbitration and Conciliation Act 1996, whose decision shall be final and binding on both the parties. The contract shall be governed by Indian Law, and Jurisdiction shall lie in the courts at Punjab/Chandigarh.	The interpretation of this clause is 'sole arbitrator will be appointed by the office of the DGSE'. However as per the Indian Arbitration and Conciliation act 1996, we request you to allow a bench of 3 arbitrators, one each appointed by vendor and PES, and both of those arbitrators appointing the 3rd arbitrator	Disputes, if any, shall be settled mutually, failing which it shall be referred to an Arbitrator appointed by the office of DGSE, Punjab in accordance with Indian Arbitration and Conciliation Act 1996, whose decision shall be final and binding on both the parties. The contract shall be governed by Indian Law, and Jurisdiction shall lie in the courts at Punjab/Chandigarh.	In case of Dispute matter shall be referred to Arbitration of Secretary School Education (SSE)/PSSE/ACSE who may arbitrate himself or appoint somebody to do the arbitration. The decision of the arbitrator shall be final and binding on both the parties.
10	Terms and Conditions as per Clause 8:		RFP does not explicitly mentions anything on what will happen in case tax slabs/rules are changed during the contract tenure – kindly confirm on the effect of tax rules changes during the tenure of the contract.		As per annexure 8 of the tender terms the base rate for determination / evaluation of commercial bid shall be L-1. The base price shall be the rates inclusive of taxes as mentioned in Annexure-8 Table-1. It is further elaborated that during the concurrence/execution of the order if there is any variation in taxes as determined by Govt. of India the same shall be made applicable on PES. The above criteria shall apply in case of table 2 and 3 as well relating to optional items. The table 2 and 3 is amended as annexed as per corrigendum.
11	New Clause 3.25, Page 12, Terms and Conditions:				Department added new clause: Termination of Work Order for convenience: The Client reserves the right to terminate, by prior written 1 month notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of work under the work order is terminated, and the date upon which such termination becomes effective.