

Amended Terms for tender (REF. No. DGSE/EDUSAT/2018-19/04) dtd 03.01.2019				
Sr. No.	Tender Doc (Page & Section)	Existing Clause	New Clause	Justification
1	Annexure-1 (1.1- Environmental and Electrical: Operating conditions), Sl. No. 36; Pg-15/35	Operating temperature: 0 deg C to +30 deg C Humidity: up to 90% relative humidity noncondensing at operating temperature	Operating temperature: <b>10 deg C to +35 deg C</b> Humidity: up to 90% relative humidity noncondensing at operating temperature	For clarification
2	Anexure 1 (1.2-LED Specifications), Sl. No. 7; Pg-15/35	Minimum: 1-USB, 2-HDMI, 1-RJ 45, 1-Component, 1-RS232, 1-VGA	Minimum Ports Required: Minimum: 1-USB, 2-HDMI, 1-RJ 45, 1-Component, 1-VGA, <b>Wifi Inbuilt (Miracast/Wifi Direct Functionality), In-built Media Player</b>	For wider participation
3	Annexure-4 (5.0. SD & HD capable Encoder with interfaces); Pg-20/35	--	<b>The offered encoder should be a standalone unit with dual channel (to accept 02 ROT SD/HD channels over SDI/HD-HDI) and with easy to use front panel control or web based GUI.</b>	For clarification
4	Annexure-4 (5.0. SD & HD capable Encoder with interfaces); Pg-20/35	The offered encoder should be a standalone unit with easy to use front panel control.	<b>The offered encoder should be a standalone unit with dual channel (to accept 02 ROT SD/HD channels over SDI/HD-HDI) and with easy to use front panel control or web based GUI.</b>	For clarification
5	Annexure-4 (5.0. SD & HD capable Encoder with interfaces) Sl. No.5; Pg-20/35	Should be Broadcast-grade upscale/ downscale facility	Should be Broadcast-grade upscale/ downscale facility ( <b>standard specs for video upscale/downscale (SD/HD)</b> ).	For clarification
6	Annexure-4 (6.0); Pg-21/35	Multiplexer unit	Multiplexer unit <b>is required.</b>	For clarification
7	3.17, P-10/35, Liquidated Damage (LD) Clause:	(For 2.1 to 2.5 activities mentioned in scope of work) In the event, vendor fails to complete the activities within the schedule or any extension thereof allowed, Purchaser shall have the right to recover from the vendor, Liquidated Damages (LD), a sum at the rate of 0.5% per week of undelivered items/services, not exceeding 10% of applicable ordered value.	(For 2.1 to 2.5 activities mentioned in scope of work) In the event, vendor fails to complete the activities within the schedule or any extension thereof allowed, Purchaser shall have the right to recover from the vendor, Liquidated Damages (LD), a sum at the rate of 0.5% per week <b>of that particular HUB Baseband System/SIT/ROT where</b> undelivered items/services, not exceeding 10% of applicable ordered value.	For clarification
8	Cl. 3.19 Performance Security; Pg-10/11/35	<b>DGSE shall forfeit the PBG in full or part</b> in the following cases: <ul style="list-style-type: none"> <li>• When the terms and conditions of contract are breached/infringed.</li> <li>• When contract is terminated due to non-performance of the Service provider</li> <li>• <b>Notice of reasonable time will be given in case of forfeiture of PBG.</b> The decision of DGSE in this regard shall be final.</li> </ul>	<b>PBG can be forfeited by giving one month notice</b> in the following cases: <ul style="list-style-type: none"> <li>• When the terms and conditions of contract are breached/infringed.</li> <li>• When contract is terminated due to non-performance of the Service provider</li> <li>• The decision of DGSE in this regard shall be final.</li> </ul>	For clarification

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9	Annexure-6, Pt 2, Scope of Work	Vendor to undertake CAMC of (a) 3.8-meter Antenna (b) Hub baseband (c) LMS servers (d) Teacher PCs (e) BUC (f) PLL LNB at PES, SAS Nagar. During CAMC, repair/replacement of these items of Hub shall be at no extra cost.	Vendor to undertake CAMC of (a) 3.8-meter Antenna (b) Hub baseband (c) LMS servers (d) Teacher PCs (e) BUC (f) PLL LNB at PES, SAS Nagar. During CAMC, repair/replacement of these items of Hub shall be at no extra cost. <b>Any damage which can be directly attributed to customer (like manhandling equipment), would be corrected/repared on chargeable basis.</b>	For wider participation
10	Annexure-6, Pt 3, Scope of Work	Vendor to take necessary precautions like two-way transit insurance etc. of material whenever the items are handed over by Purchaser for repairs/replacement.	Vendor to take necessary precautions like two-way transit insurance etc. of material whenever the items are handed over by Purchaser for repairs/replacement <b>till returned back to the purchaser.</b>	For wider participation
11	Annexure -6, 12.2, LD Clause specific to CAMC of hub	For each subsequent day of delay after applicable down time from the date of complaint logging, 1.0 % of the quarterly CAMC value per day will be deducted from the bill of quarterly CAMC value.	For each subsequent day of delay after applicable down time from the date of complaint logging, 1.0 % of the quarterly CAMC value per day will be deducted from the bill of quarterly CAMC value. <b>Maximum Penalty calculated will be capped to 10% of the quarterly CAMC value of the HUB.</b>	For wider participation
12	Annexure -6, Table - 2, CAMC activities for SITs	8.2 For each subsequent day of delay after applicable down time from the date of complaint logging, 1.0 % of the quarterly CAMC value per day will be deducted from the bill of quarterly CAMC value. LD will be applicable even when SITs are non-functional due to nonfunctional Hub (if Hub is under CAMC with same vendor)	<b>8.2 For each subsequent day of delay after applicable down time from the date of complaint logging, 1.0% of the value of per SIT , per day will be deducted from the bill of quarterly CAMC value.</b> <b>1. If, SIT is not functional due to some faulty equipment of SIT, then penalty shall be calculated 1.0% of the value of per SIT , per day, capped to maximum 10% value of that particular SIT's cost.</b> <b>2. Penalty as mentioned in the clause above will be calculated in case the days of Hub downtime and SIT faulty are common.</b> <b>Hub down would imply SIT downtime too</b> <b>3. In case of common downtime of SIT and HUB, double penalty will not be levied for faulty SIT for that period.</b>	For wider participation
13	CL. 3.18 Force Majeure; Pg-10/35	Should a part or whole of the supplies & services covered in this contract be delayed due to reasons of force majeure which shall include Lock-outs, general strikes (not limited to the contractor's establishment), riots, civil commotion, fire accidents, acts of God, war, stoppage of deliveries by Government, the schedules referred in the RFP shall be extended by a period(s) not in excess of duration of such force majeure event. Each party undertakes to advise the other as soon as it becomes aware of the circumstances of such force majeure event. So that actions under the provisions of those orders can be mutually reviewed and agreed upon between bidder and purchaser.	Should a part or whole of the supplies & services covered in this contract be delayed due to reasons of force majeure which shall include Lock-outs, general strikes (not limited to the contractor's establishment), riots, civil commotion, fire accidents, acts of God, war, stoppage of deliveries by Government, <b>transponder failure</b> , the schedules referred in the RFP shall be extended by a period(s) not in excess of duration of such force majeure event. Each party undertakes to advise the other as soon as it becomes aware of the circumstances of such force majeure event. So that actions under the provisions of those orders can be mutually reviewed and agreed upon between bidder and purchaser.	For wider participation
14	Cl. 3.20 Arbitration; Pg-11/35	Disputes, if any, shall be settled mutually, failing which it shall be referred to <b>a one-man</b> Arbitrator appointed <b>by DGSE, PES, SAS Nagar</b> 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.	Disputes, if any, shall be settled mutually, failing which it shall be referred to <b>an</b> Arbitrator appointed <b>by the office of DGSE, Punjab</b> 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.	For wider participation

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15	Cl.3.21 Indemnity Clause; Pg-11/35	Vendor shall indemnify Purchaser/PES or any other government body against any action, claim or proceedings relating to infringement of all or any of the prevailing laws like workman's Compensation Act 1923, Contract Labour (Regulation and Abolition) Act 1938, Industrial Disputes Act 1947, Employee's State Insurance Act 1952 during the currency of the order or any other Act specifically not mentioned. Purchaser/PES or any other government body/users shall not be responsible for any injury or loss of life to any of the vendor's personnel deployed for carrying out this work.	Vendor <b>will indemnify the purchaser/Punjab EDUSAT Society/Department of School Education by way of Indemnity Bond</b> against any action, claim or proceedings relating to infringement of all or any of the prevailing laws like workman's Compensation Act 1923, Contract Labour (Regulation and Abolition) Act 1938, Industrial Disputes Act 1947, Employee's State Insurance Act 1952 during the currency of the order or any other Act specifically not mentioned. Purchaser/PES or any other government body/users shall not be responsible for any injury or loss of life to any of the vendor's personnel deployed for carrying out this work.	For wider participation
16	Annexure-6, Table 1); Cl.12.2 LD Clause specific to CAMC of Hub; pg-26/35	For each subsequent day of delay after applicable down time from the date of complaint logging, 1.0 % of the quarterly CAMC value per day will be deducted from the bill of quarterly CAMC value.	For each subsequent day of delay after applicable down time from the date of complaint logging, 1.0 % of the quarterly CAMC value per day will be deducted from the bill of quarterly CAMC value. <b>Maximum Penalty calculated will be capped to 10% of the quarterly CAMC value of the HUB.</b>	For wider participation
17	Annexure-6, Table 1); Cl.13 Termination of CAMC of Hub; pg-27/35	Purchaser reserves the right to terminate the CAMC <b>in full or part by</b> giving one month's notice.	Purchaser reserves the right to terminate the CAMC by giving one month's notice.	For wider participation
18	Annexure-6, Table 2); Cl. 13 Termination of CAMC of SITs ; pg-28/37	Purchaser reserves the right to terminate the CAMC <b>in full or part by</b> giving one month's notice in writing without any financial implications on either side.	Purchaser reserves the right to terminate the CAMC by giving one month's notice in writing.	For wider participation
19	Annexure -2, 1.0, LMS, Page 16	LMS HW is mentioned both at Hub and SITs but there is mention of the LMS software. Are they providing it?	<b>LMS Software will be provided.</b>	For clarification
20	5.0. SD & HD capable Encoder with interfaces Para 7	Input : SD-SDI (SMPTE 259M) and HD-SDI (SMPTE 292M) serial digital video and ASI input for data	Input : SD-SDI (SMPTE 259M) and HD-SDI (SMPTE 292M) serial digital video. <b>ASI input for data is optional.</b>	For clarification
21	List	List of SITs and ROTs.	<b>List to be made available on the SSA Website</b>	For wider participation
22	7.0. L-Band Modulator Para 20	Redundancy Modulators will be used in 1+1 redundant mode.	<b>BOQ quantity of modulator is increased to 2 for redundancy purpose.</b>	For clarification
23	Annexure 1, 1.1 (4.1), Page 13	Out-bound carrier (Forward link)	<b>VSAT forward link as per RFP (1.0 Msps to 45 Msps with 1 Msps step size). Separate carrier for 2 ROT channels. Satellite parameters will be provided during installation of the Hub.</b>	For clarification
24	Annexure 1, 1.1 (4.2), Page 13	In-bound carriers (Return Link)	<b>Each VSAT return link as per RFP (256 Ksps to 4 Msps or higher). No. of return channels as per RFP. Outbound limited to 45 Msps (as per RFP). Satellite parameters will be provided during installation of the Hub.</b>	For clarification