

Response of department towards the clarification sought by the companies

Sr. No.	Company Name	Tender Doc (Section & Page)	Clause	Request	Response of Department
1	M/s Hughes Communications India Ltd Gurgaon	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	We would like to state that the operating temperature shall be from 10-35 degrees, which is a standard requirement in thermally controlled air conditioned environment.	Kindly refer to corrigendum
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	Generally monitors do not have RS-232 port, request you to please delete the same.	Kindly refer to corrigendum
3		Annexure-4 (5.0. SD & HD capable Encoder with interfaces); Pg-20/35	--	Please mention the No. of SD /HD channels to be encoded	Kindly refer to corrigendum
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.	Front panel controls are obsolete in many encoders, however, the encoder can be fully controlled through web GUI, hence no need of front panel. Please confirm.	Kindly refer to corrigendum
5		Annexure-4 (5.0. SD & HD capable Encoder with interfaces) Sl. No.5; Pg-20/35	Should be Broadcast-grade upscale/ downscale facility	Please specify if the said service is required for Audio only.	Kindly refer to corrigendum

Sr. No.	Company Name	Tender Doc (Section & Page)	Clause	Request	Response of Department
6		Annexure-4 (6.0); Pg-21/35	Multiplexer unit	<p>Mainly the multiplexer is used to combine more than one independent Transport streams to a single output data, including the Scrambling, PID Remapping and re-multiplexing applications - as primary multiplexing in headend for DTH satellite, cable and terrestrial, contribution systems and re-multiplexing applications in central and regional headend.</p> <p>Reflex Statistical Multiplexing of SD and HD channels also required a Pool of bandwidth and channels and gives better performance if we have variety of genre of channels.</p> <p>If we are transmitting only one channel then there is no need of multiplexer / stat-Muxing , as the encoder itself gives the CBR MPEG TS output and can be fed directly to the modulator.</p>	Kindly refer to corrigendum
7		General Query	--	We understand that there are existing SITs & ROTs, are they supposed to work on upgraded network. Please clarify.	Clarified in the meeting
8		3.13, P-9/35, Time Schedule:	Supply, Installation, Commissioning and Acceptance testing of Hub baseband along with BUC, PLL LNB with co-located SIT(s) & ROT, should be completed within 120 days from the date of acceptance of Purchase Order by the vendor.	Please clarify on Insurance obligation as <u>Title, Risk and Control would pass on to customer (PES) on material delivery itself.</u>	No changes. Redundancy in outbound as per Annexure 1 Table 1.1 Item No. 32
9		3.16.2, P-10/35, Payment Term	Payment of balance 30% of the value of material delivered shall be made after successful installation and commissioning of Hub baseband system and remote SITs & ROTs, on pro-rata basis within one month based on submission of documentary evidence (I&C certificate) and invoices etc.	<p>(1) Request customer not to link hardware payment to I&C. 100% of hardware payment should be made on material delivery as PBG is there to safeguard customer interest against any default.</p> <p>(2) Further request customer to pay 100% of Taxes with hardware delivery milestone.</p>	Not Recommended
10		3.16.4, P-10/35, Payment Term	For services (installation & commissioning charge), 100% shall be paid after satisfactory completion of work.	We understand that 100% of I&C payment would be made on successful completion of <u>I&C in line with the I&C format attached with RFP</u>	Clarified in the meeting

Sr. No.	Company Name	Tender Doc (Section & Page)	Clause	Request	Response of Department
11		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.	Request customer to keep upper cap of LD penalty to 10% of the delayed equipment value.	Kindly refer to corrigendum
12		3.19, P-10/35	Performance Security:when contract term is terminated due to non performance of the service provider	Request customer to provide Cure Period of 30 days before contract termination.	Kindly refer to corrigendum
13		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.	Any fault which can be directly attributed to customer (like manhandling equipment), would be corrected/repared on chargeable basis. Please confirm.	Kindly refer to corrigendum
14		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.	Once equipment is handed over to customer, its insurance would be customers responsibility. Hughes will cover the insurance post receiving the faulty unit and while sending the repaired unit back to customer.	Kindly refer to corrigendum
15		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.	Request customer to cap this penalty to 5% of quarterly CAMC value	Kindly refer to corrigendum
16		Annexure -6, 13 Termination of CAMC of Hub	Termination of CAMC of Hub Purchaser reserves the right to terminate the CAMC in full or part by giving one month's notice in writing without any financial implications on either side .	1. Please provide cure period of 30 days in case of default and 90 days advance notice in case of termination for convenience. 2. Further the customer should compensate for the spares stocked for customer or any other expense incurred as evidenced.	Not Recommended
17		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)	(1)Uncapped penalty and duplication too as the vendor/ supplier would be anyways paying LD against any sort of service disruption as mentioned under Table 1. Hub down would imply SIT downtime too thus supplier should be penalized once for either of the fault. (2) Further the penalty percentage should be limited to the quarterly value of <u>that particular site only</u> .	Kindly refer to corrigendum

Sr. No.	Company Name	Tender Doc (Section & Page)	Clause	Request	Response of Department
18		Annexure -6, Table -2, CAMC activities for SITs	13. Termination of CAMC of SITs Purchaser reserves the right to terminate the CAMC in full or part by giving one month's notice in writing without any financial implications on either side	Request customer to compensate for the spares stocked for customer or any other expense incurred as evidenced	Not Recommended
19		CL. 3.16.4 Payment Terms; Pg-10/35	For services (installation & commissioning charge), 100% shall be paid after satisfactory completion of work.	Please amend as below: For services (installation & commissioning charge), 100% shall be paid after satisfactory completion of work as per the agreed SLA terms.	Not Recommended
20		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.	Please amend as below: 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, transponder failure , 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.	Kindly refer to corrigendum
21		Cl. 3.19 Performance Security; Pg-11/35	DGSE shall forfeit the PBG in full or part in the following cases: <ul style="list-style-type: none"> • When the terms and conditions of contract are breached/infringed. • When contract is terminated due to non-performance of the Service provider • Notice of reasonable time will be given in case of forfeiture of PBG. The decision of DGSE in this regard shall be final. 	Please amend as below: DGSE shall forfeit the PBG in full or part in the following cases: <ul style="list-style-type: none"> • When the terms and conditions of contract are breached/infringed, provided such breach/infringement was not remedied within 30 days. • When contract is terminated due to non-performance of the Service provider • Notice of reasonable time at least 30 days will be given in case of forfeiture of PBG. The decision of DGSE in this regard shall be final. 	Clarified in the meeting

Sr. No.	Company Name	Tender Doc (Section & Page)	Clause	Request	Response of Department
22		Cl. 3.20 Arbitration; Pg-11/35	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.	Please amend as below: Disputes, if any, shall be settled mutually, failing which it shall be referred to a one-man Arbitrator appointed by <u>the mutual consent of 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</u> , 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.	Kindly refer to corrigendum
23		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.	Please amend as below: 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 <u>applicable to the Vendor</u> , 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.	Kindly refer to corrigendum
24		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.	We understand that total LDs/penalties for delay in delivery, delay in installation penalties or any other penalty/LD cumulatively does not exceed 5% of the total contract value with a cap on Liquidated Damages of 10% of the delayed items/services. Further the total liability shall not exceed the contract amount. Please Clarify.	Kindly refer to corrigendum

Sr. No.	Company Name	Tender Doc (Section & Page)	Clause	Request	Response of Department
25		Annexure-6, Table 1); Cl.13 Termination of CAMC of Hub; pg-27/35	Purchaser reserves the right to terminate the CAMC in full or part by giving one month's notice.	Please amend as below: Purchaser reserves the right to terminate the CAMC in full or part, for a material breach that has not been remedied within 30 days , by giving one month's notice, subject to payment of outstanding dues .	Kindly refer to corrigendum
26		Annexure-6, Table 2);Cl.8.2 LD Clause ; pg-28/35	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. LD will be applicable even when SITs are non-functional due	We understand that total LDs/penalties for delay in delivery, delay in installation penalties or any other penalty/LD cumulatively does not exceed 5% of the total contract value with a cap on Liquidated Damages of 10% of the delayed items/services. Further the total liability shall not exceed the contract amount. Please Clarify.	Kindly refer to corrigendum
27		Annexure-6, Table 2);Cl. 13 Termination of CAMC of SITs ; pg-28/37	Purchaser reserves the right to terminate the CAMC in full or part by giving one month's notice in writing without any financial implications on either side.	Please amend as below: Purchaser reserves the right to terminate the CAMC in full or part for a material breach that has not been remedied within 30 days , by giving one month's notice in writing without any financial implications on either side. subject to payment of outstanding dues .	Kindly refer to corrigendum
28		Additional Clause	Hughes Termination Rights	The Vendor reserves the right to cancel the contract in the following events: i.If Purchaser is in breach of any material obligation under this Agreement. ii. If Purchaser fails to make the payment of invoices within 30 days of receipt of such invoice. iii. If Purchaser is declared bankrupt or insolvent by a court of competent jurisdiction or, any winding-up or analogous proceedings are admitted in respect of either Party and are not discharged within sixty (60) days	Not Recommended
29		Additional Points	Late payment penalty	Any late payment received from customer would attract interest rate at SBI Landing rate +6%. Please confirm.	Not Recommended
30		Additional Points	Tax Clauses not present	Customer will pay the amount as per the invoice. Any change in taxes/GST should be to customer's account. Please confirm.	Not Recommended

Sr. No.	Company Name	Tender Doc (Section & Page)	Clause	Request	Response of Department
31	M/s ALPHA DESIGN TECHNOLOGIES PVT LTD No. 09, Service Road, HAL II Stage, Indira Nagar, Bangalore-560008	1.1. Technical Specifications: Hub Baseband System-Annexure 1 Para 4.1	Out-bound carrier (Forward link) One Number	Do you need any redundancy in outbound. Please confirm	No changes. Redundancy in outbound as per Annexure 1 Table 1.1 Item No. 32
32		1.1. Technical Specifications: Hub Baseband System-Annexure 1 Para 32	Hub baseband Redundancy Fully redundant configuration (1:1 configuration). Vendor to state redundancies in the techno-commercial (Part-1 of the bid).	Do you need any redundancy in outbound. Please confirm?	No changes. Redundancy in outbound as per Annexure 1 Table 1.1 Item No. 32
33		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	Basically encoders will take SDI/HD/IP inputs. ASI input for data can be incorporated at Multiplexer. Please confirm.	Kindly refer to corrigendum
34		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?	Not Recommended
35		7.0. L-Band Modulator Para 20	Redundancy Modulators will be used in 1+1 redundant mode.	BOQ shows Qty of modulator as 1 Nos. Kindly confirm whether you require 1:1 redundancy for modulator?	Kindly refer to corrigendum
36	M/s Broadcast Engineering	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?	LMS Software will be provided.	Kindly refer to corrigendum
37	Consultants India Limited BESCIL C-56/A-17, Sector-62, Noida UP-201307 9899133792	Annexure -4, 5.0-8.0, SD & HD capable Encoder with interfaces, Page 20	Also there is mixup w.r.t items between Hub Centre and SITs. We think items 5 to 8 (the Encoder, Mux etc) are required at Hub not at SITs.		Clarified in the meeting
38		List	List of SITs and ROTs.		Kindly refer to corrigendum
39		Annexure 1, 1.1 (4.1), Page 13	Out-bound carrier (Forward link)	Please provide the value of the total outbound channel capacity to be proposed (in Msps). Or Please provide the total Outbound Rate in Mbps along with Satellite Parameters to size the outbound channel. This is required to size the Outbound channel for the Hub Baseband.	Kindly refer to corrigendum

Sr. No.	Company Name	Tender Doc (Section & Page)	Clause	Request	Response of Department
40		Annexure 1, 1.1 (4.2), Page 13	In-bound carriers (Return Link)	Please provide the value of the total aggregate inbound capacity to be proposed (in Msps). Or Please provide the total Inbound Rate in (Mbps) along with Satellite Parameters to size the Inbound channels. This is required to size the Inbound channels for the Hub Baseband.	Kindly refer to corrigendum
41		Annexure 1, 1.1 (9), Page 13	Outbound Symbol Rate 1.0 Msps to 45 Msps with 1 Msps step size	We request to change the following clause to : 1.5 Msps to 45 Msps with 1 Ksps step size	Not Recommended
42		Annexure 1, 1.1 (32), Page 14	Hub baseband Redundancy: Fully redundant configuration (1:1 configuration). Vendor to state redundancies in the techno-commercial (Part-1 of the bid).	We request to change the Redundant configuration to 1:N for Hub baseband equipments.	Not Recommended
43		Annexure 4, 2.0 (1), Page 18	PLL LNB for SIT RF Frequency (Input) : 10.95-11.70 GHz	We recommends to change the Input frequency range to 10.95-12.75 GHz , which will cover the Wider-Ku Band Range.	Not Recommended
44		Annexure 4, 2.0 (2), Page 13	PLL LNB for SIT Local Frequency (LO) : 10.0 GHz	The LO frequency depends upon the input and output frequency range of LNB. In case of the Universal LNB which will cover the Wider Ku band range, The LNB LO would be different. We recommends to change the clause as : LO Frequency : 9.75/10.0/10.6 GHz.	Not Recommended
45		Annexure 4, 2.0 (3), Page 13	PLL LNB for SIT Local Stability : ± 10 ppm	We Request to change the Local Stability to : + 25 ppm, which is sufficient for Normal VSAT operation.	Not Recommended
46		Annexure 4, 3.0 (2), Page 13	Ku Band BUC for SIT Ku-Band Output Frequency : 14.00 to 14.50 GHz	We recommends to change the Output frequency range to 13.75 to 14.50 GHz, which will cover the Wider-Ku Band Range.	Not Recommended
47		Annexure 4, 3.0 (2), Page 13	Ku Band BUC for SIT LO : 13.05 GHz	The LO frequency depends upon the input and output frequency range of BUC. In case of the Wider KU Band BUC (13.75 - 14.0 GHz), The LO would be different. We recommends to change the clause as : LO Frequency : 13.05/12.80 GHz.	Not Recommended