

ANNEXURE-I

Corrigendum relating to response to vendor queries and extension of last date of receipt of bids in r/o tender no. EI-D/TECH-FSO/1-2/2018) on subject “Supply, Installation, Commissioning and Maintenance of Free Space Optic Links”				
S.No.	Clause No.	Description of the Clause	Queries from Vendors.	ERNET's Clarification / Reply / Recommendation
1	Clause No. 15, Payment Terms,Point No. (i)(a)	80% payment of the value of purchase order after deducting all penalties shall be made by ERNET India on completion of delivery, installation, commissioning, acceptance, testing, training & acceptance of the ordered link/items along with integration with any existing services.	We request you to amend payment term as follows:- 1. 50% payment on supply 2. 30% on I&C	No change
2	Clause No. 15, Payment Terms,Point No. (i)(b)	Balance 20%(Twenty) percent payment of purchase order after deducting all penalties (if any) would be released in 4 equal instalments during the warranty period (1 year) upon successful completion of every quarter as well as receipt of pre-receipted bill in duplicate. Quarter will start from the date of starting of warranty.	Since bidder would be submitted the PBG, We would request to make the last mile stone payment to 5% instead of 20%.	No change
3	Clause No. 16, Service level Agreement ,Point No. (i)	After commissioning & acceptance, during warranty & AMC, the vendor shall be responsible for 99% equipment based link uptime. The uptime will be measured from Point A to Point B (Point A and B refer to the end points of the FSOC link) by vendor on monthly basis.	Please clarify if SLA penalty will be applicable due to environmental factors	SLA penalty would not be applicable if the link performance deteriorate due to environmental conditions. Vendor will have to record such downtime and submit in reports.
4	Clause No. 15, Payment Terms,Point No. (iv)	The eligible payments to be released to the vendor will further be subject to the receipts of the funds from ERNET India customer/ Institutes/Org./Departments etc.	Payment should be released upon the completion of scheduled milestone, submission of invoice. Obligation of payment release to vendor within a reasonable time post submission of invoice lies in entirety with ERNET	No change
5	Clause No. 17, Penalty Clause ,Point No. (i)	ERNET India may deduct Rs. 500/- from the due payments or recover from quarterly payments and/or performance security as the case may be for every 1 day of down time at a stretch or in part up to total down time of 03 days. This down time shall be calculated over and above the total hours of downtime permissible. Beyond 03 days of down time, ERNET India may deduct Rs. 100/- for every 01 hour of down time at a stretch or part thereof from the due payments and/or available performance security. Also the absence of resident engineer from the designated site without informing will be treated as a down time for the site and accordingly the above penalties will be imposed. Additionally in the case of absence of resident engineer from the designated site, per day cost of resident engineer will be deducted from the due payments and/or available performance security.	There is no capping mentioned in SLA penalty clause. Since capping on LD is 10% of the PO value, we would request ERNET to kindly consider this penalty in SLA. No separate Penalty should be imposed on bidder	No change. Penalty is deductible till 15 days.
6	Additional Point for Downtime/Hindrance		In case of a down time / Hindrance happened due to environmental factors specific time extension should be given to bidder without imposing LD	Kindly refer S.No. 3

7	Clause No. 32, Defect Liability Period	The Bidder shall arrange for maintenance for a period of warranty from the date/dates of acceptance of the link with regard to rectification/removal of defects if any observed during this period. If the Bidder does not arrange to rectify the defects observed during the maintenance period within three days from the time of reporting of fault, ERNET India/End user may at its discretion will have liberty to get such defects rectified at the cost and risk of the Bidder. Other penalties will continue to be applicable as defined in SLA clause.	We would request you to kindly change the defect period time to warranty period instead of maintenance period & also the time line to 30 days instead of 3 days	<p>Clause may be read as :</p> <p>The Bidder shall arrange for maintenance for a period of warranty from the date/dates of acceptance of the link with regard to rectification/removal of defects if any observed during this period. If the Bidder does not arrange to rectify the defects observed during the maintenance period (Warranty +AMC) within three days as specified in SLA from the time of reporting of fault. ERNET India/End user may at its discretion will have liberty to get such defects rectified at the cost and risk of the Bidder. Other penalties will continue to be applicable as defined in SLA clause.</p>
8	Clause No. 34, Miscellaneous, Point No.(Viii)	In case of any disagreement/dispute between vendor and ERNET India with regard to amount of penalty and/or any other deduction, decision of ERNET India in this regard will be final. Vendor agrees that it will never claim any interest damages etc. for any delay in payment.	The Right to claim interest on delayed payment should lie with the bidder. Please confirm	No change
9	Clause No. 16, Service level Agreement ,Point No. (i)	After commissioning and acceptance, during warranty and AMC, the vendor shall be responsible for 99% equipment based link uptime. The uptime will be measured from point A to B (point A and B refer to end points of FSOC link) by vendor on monthly basis	We understand that the uptime shall be measured on quarterly basis since the 20% payment during warranty period and proposed payments under AMC are being paid on quarterly basis. Please confirm	Clauses are self-explanatory
10	Clause No. 17, Penalty Clause ,Point No. (ii)	In any case, if the equipment is not made operational within 15 days from the time of reporting of fault, as against the SLA penalties specified above, the entire amount of performance security submitted by vendor to ERNET India will be forfeited/invoked and ERNET India may proceed to get the work done at the vendor's risk and cost. Also any due payments from the date of reporting of fault, payable to vendor for the rest of warranty period shall not be paid. This will be deemed to be an event of default/breach of contract and ERNET India may terminate the contract along with debarring/ blacklisting the vendor concerned for at least three years, for further dealings with ERNET India.	We understand that in case, equipment is not operational within 15 days from the time of reporting of fault, as against the SLAs specified above, ERNET India may proceed to get the work done at the vendor's risk and cost by adjusting that amount from performance security. Please confirm	Clause is self-explanatory
11	Clause No. 19, liquidated Damages ,Point No. (i)	If the selected vendor fails to complete the delivery, installation, commission, integration and acceptance testing of the ordered equipment/component along with imparting of training by the schedule planned or any approved extended period, ERNET India may at its discretion withhold any payment, as LD (and not by way of penalty) at the rate of 2% of the PO value per week or a part of week subject to a maximum of 10% of PO value. The amount towards Liquidated Damages would be recovered from the performance security or the amounts due for the payment to vendor (PO value mentioned would be inclusive of taxes)	In line with the industry standard, it is requested that the LD to be levied per week is reduced to 0.5% per week subject to a maximum of 10% of PO value (excluding taxes). Requesting the amendment	No change

12	Clause No. 22, evaluation of tender ,Point No. (i)	The evaluation process of the tender proposed to be adopted by ERNET India is indicative only and to provide the bidders an idea of evaluation process that ERNET India may adopt. However, ERNET India reserves the right to modify evaluation process at any time during the tender process, without assigning any reason, whatsoever and without any requirement of intimating the bidders of any such change	It is humbly submitted that an evaluation procedure is explicitly mentioned in the RFP so as to enable ERNET India receive competitive bids, which are based on common understanding for all bidders and is not subject to interpretation	Clauses and evaluation process is self-explanatory.
13	Clause No. 23, Scope of Work ,Point No. (viii)	To ensure "zero downtime" due to lack of electrical power supply , electrical power to the complete system must be connected via UPS with battery backup for uninterrupted continuous connectivity	We understand that the provisioning of electricity, space for housing the equipment and its security shall be the responsibility of ERNET India. Please confirm	End user and ERNET India will coordinate to arrange them.
14	Annexure 1-A	Bill of Material	We request that in order to enable the bidder to provide a competitive bid, minimum quantities against each of the line items is provided so as to enable ERNET India to receive bids that are competitive and comparable.	Kindly refer Annexure-1A.
15	Clause No. 16, Service level Agreement ,Point No. (i)	After commissioning & acceptance, during warranty & AMC, the vendor will be responsible for 99% equipment based link uptime on Monthly basis.	1. Please clarify if SLA penalty will be applicable due to environmental factors. 2. SLA calculation is mentioned on monthly basis while payment cycle is quarterly. Please change the SLA calculation from monthly to quarterly as per industrial standard.	1. Kindly refer S.No.3 2. No change
16	Annexure 1-B, Point No. 3	1 KVA with Minimum 6 hour of Back up time	We understand that in case of power failure due to any reason beyond 6 hours, SLA will be exempted from Network availability calculation.	Agreed

17	Clause No. 26, Force Majeure	<p>If at any time, during the period of contract, the performance in whole or in part by either party of any obligation under the project is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of GOD (hereinafter referred to as "events") provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable situations after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.</p>	Please include Vandalism and Cyclones in Force Majeure list	<p>The clause may be read as :</p> <p>If at any time, during the period of contract, the performance in whole or in part by either party of any obligation under the project is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, cyclones, vandalism, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of GOD (hereinafter referred to as "events") provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable situations after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.</p>
18	Annexure 1-A	Resident Engineer at site	<p>1. We understand that one engineer at each location to be considered (means total 2 resident engineers)</p> <p>2. We understand that all the preventive maintenance will be handled by same resident engineer</p>	<p>1. Vendor need to provide one resident engineer per link.</p> <p>2. Vendor has to decide on methodology of periodic preventive maintenance. Daily maintenance will be done by resident engineer.</p>
19	Additional Point for Spare Management	Spare management	<p>1. No specific spares has been mentioned by ERNET to maintain by themselves or by Bidder.</p> <p>2. In case of critical spare, Request ERNET to provide the space to keep the spares at both the sites.</p>	<p>1. Vendor has to decide required spares, keeping in mind the SLA.</p> <p>2. Will be provided by end user; coordinated by ERNET India</p>
20	Additional Point for Theft	Resident engineer will be available at site at business hour only	who will do the FIR in case of Theft or related cases	Vendor will have to register FIR in such cases. ERNET will provide the necessary support in this regard.
21	Additional Point for Penalties Uptime Calculation		Restoration should be calculated based on business hours and non business hours as per SLAs.	No change
22	Additional Point for O&M Payments	Payments: O&M Payments	<p>Who will be SPOC for SLA signoff on quarterly basis?</p> <p>Will it be single person or multiple persons?</p> <p>We request to make it Single Person Responsibility.</p>	Nodal officer nominated by end user at locations will be acting as SPOC.
23	Additional Point for O&M Payments	Payments: O&M Payments	Pls clarify TAT of Monthly SLA Signoff by respective SPOC of Purchaser.	Clause is self-explanatory
24	Additional Point for O&M Payments	Payments: O&M Payments	In which office, bidder will submit O&M Invoice	<p>Bidder need to submit invoices to ERNET India Office.</p> <p>ERNET India Office Address : ERNET India, 5th Floor, Block – I, A Wing, DMRC IT Park, Shastri Park, Delhi-110053</p>

25	Additional Point for O&M Payments	Payments: O&M Payments	Pls clarify Payment TAT (timeline from submission of invoice with purchaser after validated quarterly SLA document at purchaser office)	No change
26	Additional Point for SLA Exclusive	SLA Exclusive	Period when access to sites not allowed due to any reasons should also be excluded.	Agreed
27	Clause No. 23, Scope of Work ,Point No. (iv) Physical Survey, Point No. 4-14	Vendor may provide the repeater	In case of any repeater, do we need to deploy any resident engineer at that location too. Please clarify	Kindly refer S.No. 18
28	Clause No. 21, Special terms & Conditions ,Point No. (XV) Responsibility and Duties of RE, Point No. 3	To Coordinate with OEM's for logging and resolution of the installed system	We understand that OEM's can get the network access at their location for fault diagnosis and resolution. There will not be any breach of security in this case. Please clarify.	Agreed
29	Clause No. 16, Service level Agreement ,Point No. (iv)	In case of connectivity failure or any other faults, due to any reasons, vendor should create a ticket id and intimate the end user and ERNET India immediately through mail/fax with appropriate details of ticket id, problem details, site, reason and possible link restoration time. The connectivity failure in a link can be due to hardware or software or backhaul issue or due to poor visibility conditions or due to any other reasons. Hence, the 'reason' field in the ticket should allow to clearly distinguish cause of connectivity failure, such as failure of non-supplied equipment, failure of non-supplied software or failure leading to internet connectivity failure, etc.	As per clause, we understand that ticketing tool is already available with ERNET/Customer and Bidder will use the same as it is not even mentioned in SOR items.	Vendor has to provide the ticketing tool.
30	Clause No. 16, Service level Agreement ,Point No. (x)	Vendor should communicate with service provider, ERNET India and end user agency in cases of any issues pertaining to backhaul internet bandwidth. Vendors should follow-up with concerned service provider for expected time of resolution and same to be informed to ERNET India and end user/agency.	As per the clause, vendor will only be responsible for these activities but not be accountable. Any delay from third party agency, end user, bandwidth provider or any other which doesn't lies in installed equipment by Vendor, that delay should be excluded from uptime calculation	The clause may be read as. Vendor should communicate with service Provider, ERNET India and end user agency in cases of any issues pertaining to backhaul internal bandwidth. Vendor should follow up with concerned service provider for expected time of resolution and same to be informed to ERNET India and end user/agency. Vendor will not be held accountable for issues pertaining to backhaul internet bandwidth. Any issue attributable to service provider or end user will be excluded from the uptime calculation.
	Additional Point for SLA		Though availability of 99% can be met at equipment level, the link availability of 99% will depend on various factors like visibility conditions, environmental factors etc. Understand final SLA will be arrived post installation and commissioning of equipment during O&M period. Kindly confirm	Kindly refer S. No.3

32	Clause No. 18, DELIVERY AND INSTALLATION PERIOD	The awarded site should be delivered, installed, commissioned, tested	As the equipment need to be imported, request an implementation time of 14 weeks	<p>The Clause may read as :</p> <p>The awarded site should be delivered, installed, commissioned, tested & made available for acceptance along with integration with backhaul provider within 12 weeks from the date of issuance of the purchase order. Vendor should also arrange the training to the site officials after the acceptance testing within this duration. Site acquisition time and time required for getting the Right of Way (RoW) will be excluded from the time provided above.</p>
33	Additional Point UPS back UP		Kindly specify the UPS backup needed. Understand any downtime due to input power, site access or any other issue beyond a reasonable control of the bidder will be excluded from the SLA calculation. Kindly confirm.	UPS backup time is 6 hr. Please refer S.No.16.
34	Additional Point of Power		Understand input power at all locations will be provided by ERNET which includes both connection (provisioning) as well as recurring charges. Kindly confirm	End user will be arranging input power supply. ERNET India will coordinate for same.
35	Clause No. 23, Scope of work ,Point No. (X) (E)	Vendor shall provide user manual in English & Hindi to end-users	The training manual will be in English only. Request to kindly accept the same	Agreed
36	Annexure 1-A, Point No.-05	Pole or Tower	Kindly separate the Pole or Tower line items in BOM. As costing of the Pole and Tower has huge difference. Also please confirm that Pole /Tower price of Per mtr needs to be given.	Kindly refer Annexure-1A & Annexure-1 B
37	Annexure 1-B, Point No.-02, Industrial Grade L2 Switch	Certifications : CE, FCC, C-Tick, VCCI, BSMI, CCC, Safety cUL, CB	VCCI Certification is applicable/referred for the Japan region. C-Thick Certification is applicable/referred for the Australia region. BSMI Certification is applicable/referred for the Taiwan region. Kindly remove these certifications as these are not applicable for the India region.	Agreed
38	Annexure 1-B, Point No.-02, Industrial Grade L2 Switch-		Kindly add the POE/POE+ features in the Industrial grade switch as it is required for connectivity	L2 Switch specification is amended to include the PoE features.
39	Annexure 1-B, Point No.-04, Weather Proof rack/enclosure :	Weatherproof rack/enclosure to safeguard from theft and protect equipment from Water ,Rain or Dust	Since weather proof rack/ enclosure is mentioned in the specifications. Fans will be not placed on the top panel it will be placed on the side /Back panels	Agreed
40	Annexure 1-B, Point No.-04, Weather Proof rack/enclosure	Weatherproof rack/enclosure to safeguard from theft and protect equipment from Water ,Rain or Dust	Kindly clarify that UPS and batteries needs to be placed in the same rack or needs to be placed in other racks. As per our suggestions UPS and Switch needs to be placed in the same rack and Batteries needs to be placed in the separate rack. Kindly add the separate rack for the Batteries in the BOM.	Agreed

41	Annexure 1-B, Point No.-04	Weatherproof rack/enclosure to safeguard from theft and protect equipment from Water ,Rain or Dust	Kindly provide the sheet metal thickness of the rack/enclosure	No change
42	Annexure 1-B, Point No.-06	Control Computer	Kindly provide the minimum dimensions of the Monitor for the control computer	17 Inch
43	Clause No. 16 . SERVICE LEVEL AGREEMENT (SLA)			The Clause heading may be read as: SERVICE LEVEL AGREEMENT (SLA) PER LINK
44	Clause No.19. LIQUIDATED DAMAGES (LD)	If the selected vendor fails to complete the delivery, installation, commissioning, integration and acceptance testing of the ordered equipment/component along with imparting of training by the schedule planned or any approved extended period, ERNET India may at its discretion withhold any payment, as liquidated damages (and not by way of penalty) at the rate of 2% of the PO value per week or a part of a week subject to a maximum of 10% of PO value. The amount towards Liquidated Damage would be recovered from the performance security or the amounts due for the payment to vendor. (PO Value mentioned above would be inclusive of taxes)		The Clause may be read as : If the selected vendor fails to complete the delivery, installation, commissioning, integration and acceptance testing of the ordered equipment/component along with imparting of training by the schedule planned or any approved extended period, ERNET India may at its discretion withhold any payment, as liquidated damages (and not by way of penalty) at the rate of 2% of the PO value per week or a part of a week subject to a maximum of 10% of PO value of a non-commissioned link. The amount towards Liquidated Damage would be recovered from the performance security or the amounts due for the payment to vendor. (PO Value mentioned above would be inclusive of taxes)