

EI-D/Tech-050/6/2014-VSAT
ERNET India, New Delhi

Subject: Tender for Procurement of items and services for ERNET India's VSAT Network

This is with reference to ERNET India's Tender no. EI-D/Tech-050/6/2014-VSAT dated 19.10.2015 for Procurement of items and services for ERNET India's VSAT Network.

2. The "Due Date of Bid Submission is hereby extended to 14.12.2015 (3:00PM)" and "Date of opening of bids is extended to 14.12.2015 (4:00PM)".
3. The few clauses of above referred tender have been modified as given at Annexure-A (enclosed herewith).
4. The bidders are requested to submit their bid in conformity with tender no. EI-D/Tech-050/6/2014-VSAT dated 19.10.2015; and subsequent ERNET India's responses dated 10.11.2015 and 30.11.2015 posted on the ERNET India's web site /CPP Portal; and to the above mentioned few latest modifications attached herewith at Annexure-A. Other terms of the tender shall remain same.

Registrar & Director (P&A)
ERNET India, New Delhi
08.12.2015

ERNET India, New Delhi

Modifications in the few clauses of Tender are given below:

Ref: Tender for the Procurement of items and services for ERNET India's VSAT Network
(Tender No: EI-D/Tech-050/6/2014-VSAT Date: 19.10.2015)

Note:

1. Tender clause statement (written in the below table) can be full or partial statement. Thus, it's starting and end point shall be read carefully. Other parts/sub-parts of the clause shall remain unchanged.
2. Modifications in the clauses of the tender are given below Section wise. Thus, Sections shall be seen carefully.

Section-B			
1.	Tender clause no. & Page	Clause 22.1	page 14
	Previously modified Tender clause statement vide our clarifications dated 10.11.2015	<p>The successful bidder shall complete the awarded contract (work) on turnkey basis as per terms and conditions of the tender. If the successful Bidder fails to complete awarded work in time, bidder shall pay to ERNET India without prejudice to any other rights or remedy as may be available to ERNET India, a compensation amount calculated @ 1% of the total value of the awarded work per week subject to a maximum of 10% of POs value. In case of delay in execution and completion of work, ERNET India may consider to cancel the awarded work order at any point of time.</p> <p>In case commissioning of less than 10% remote VSAT sites gets delayed (due to reasons at the part of bidder) of the ordered value, LD will be applicable only for work pertaining to these sites and not on the full awarded work/POs.</p> <p>But, in case commissioning of these 10% remote VSAT sites get delayed by more than 8 weeks from the specified given time in the Time Schedule (Annexure-III) due to reasons at the part of bidder, than the bidder shall be liable to pay penalty on the full value of POs.</p>	
	Remarks	This clause was modified vide our clarifications dated 10.11.2015. Now again, this clause is being modified as below:	
	Modified Tender clause statement	<p>The successful bidder shall complete the awarded contract (work) on turnkey basis as per terms and conditions of the tender. If the successful Bidder fails to complete awarded work in time, bidder shall pay to ERNET India without prejudice to any other rights or remedy as may be available to ERNET India, a compensation amount calculated @ 1% of the PO value per week subject to a maximum of 10% of particular PO value. In case of delay in execution and completion of work, ERNET India may consider to cancel the awarded work order at any point of time.</p> <p>In case commissioning of less than 10% remote VSAT sites gets delayed (due to reasons at the part of bidder) of the PO value, LD will be applicable only for work pertaining to these sites.</p> <p>But, in case commissioning of 10% or more remote VSAT sites get delayed by more than 8 weeks from the specified given time in the Time Schedule (Annexure-III) due to reasons at the part of bidder, then the bidder shall be liable to pay penalty on the full value of that particular PO.</p>	
2.	Tender clause no. & Page	Clause 23	Page 14 & 15
	Tender clause statement	<p>Force Majeure</p> <p>23.1 ERNET India may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there is being followed. Force majeure is defined an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, tsunami etc.), the direct and indirect consequences of wars (declared or un-declared), national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days) at successful</p>	

		<p>Bidder's factory. The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases, is subject to the following procedures:</p> <ol style="list-style-type: none"> That within 15 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the Bidder informs ERNET India in writing that the Bidder considers themselves entitled to an extension of the time limit. That the successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities. That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract. That the successful Bidder proves that the delay occurred is not due to his own action or lack of action
Modified clause	23.2	<p>ERNET India may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there is being followed. Force majeure is defined an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, tsunami etc.), the direct and indirect consequences of wars (declared or un-declared), national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases, is subject to the following procedures:</p> <ol style="list-style-type: none"> That within 15 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the Bidder informs ERNET India in writing that the Bidder considers themselves entitled to an extension of the time limit. That the successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities. That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract. That the successful Bidder proves that the delay occurred is not due to his own action or lack of action (like, the bidder applied in a timely and properly manner in the concerned regulatory authorities/ Govt. agencies for their required approvals, the time lags beyond 7 working days from the date of submission of application may not be accounted on part of bidder).

Annexure III

3.	Tender clause no. & Page	"Note" in the Annexure	Page 82
	Remarks	The following additional points are being under the "Note". The existing points under "Note" shall remain same.	
	These are the additional Points under "Note"	<ul style="list-style-type: none"> ▪ LC opening time taken by ERNET after submission of PI and BG2 by the successful L1 bidder shall be excluded from the timelines given in the Time Schedule. ▪ The delay in VSAT installation due to delay in required site readiness by the users will not be accounted on the part of bidder. ▪ For the sites located in the UT of A&N and in the UT of Lakshadweep islands (except sites in Port Blair, Kavaratti), 06 (six) weeks additional time shall be provided for installation and commissioning of remote VSATs. Also the delays due to non-availability of the ships may be excluded from the delay on part of bidder, however the non-availability of ships shall be informed to ERNET India timely so that if required ERNET India may coordinate with concerned authorities for facilitating the same. ▪ In case entry permits/passess are required to visit the sites located in the UT of A&N and in the UT of Lakshadweep islands (except sites in Port Blair), after applying for the entry permits/passess by the bidder, the time taken by these two UT Govt. to issue the required entry passess may be excluded from the delay on part of bidder. ▪ In case of installation of site with 4.5 meter antenna, additional 06 (six) weeks shall be provided for VSAT link commissioning. 	