

No. EI-D/GA/3-3/2012
(An Autonomous Scientific Society under Department of Electronics & Information technology, GoI)
Jeevan Prakash Building, 10th Floor,
25, K.G Marg,
New Delhi-110 001

Dated:- 3.7.2013

Subject:- Supply, Installation and Maintenance of Radio Links for ERNET India and its users

Reference advertisement appeared in Times of India dated 3.7.2013 regarding the subject tender.

2. In this regard following two tender documents available on ERNET website may be referred to:

- (i) Rate contract for supply, installation and maintenance of new Radio links for ERNET India or its users;
- (ii) Maintenance of Radio Links (for Delhi/NCR Region) of ERNET India/ End users

3 In this regard above referred two tender documents dated 11.3.2013 available on ERNET website is referred. Subsequently, the queries of the vendors has been considered. ERNET's response to the queries of the vendors is attached herewith. Bid submission date has also been extended to 18.7.2013.

4. Accordingly, all the prospective bidders are requested to submit their bids in conformity with tender document dated 11.3.2013 and ERNET's response to the queries of the bidders referred in para 2 above, by 18.7.2013 at 3.00 PM. Bids will be opened on the same day at 3.30 PM.



(Dinesh Kumar Dixit)
Registrar & CPO

All the prospective bidders

ERNET's Response to the Vendors Queries for Tender No. EI-D/GA/3-3/2012, on the Subject "Rate Contract for Supply, Installation, and Maintenance of new Radio links for ERNET India or its users".

| S.No. | Clause No. | Description of the Clause | Queries from Vendor 1. | Queries from Vendor 2 | Queries from Vendor 3 | ERNET's Clarification / Reply |
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| 1 | Clause No. 3 | Apart from above, ERNET India is also providing Radio links to various organisations for providing its services and therefore sealed tenders are invited from the reputed manufacturers or their authorized representatives for Installation and Commissioning of Radio links (for Delhi/NCR Region) of ERNET India or its users. | N/A | N/A | Link installation is reqd in NCR only or anywhere across 15 POP across india. Remarks: link supply and installation to be done across India as all the 15 POPs are across India. | ERNET's Clarification / Reply Clause may be read as: "Apart from above, ERNET India is also providing Radio links to various organisations for providing its services and therefore sealed tenders are invited from the reputed manufacturers or their authorized representatives for Supply, Installation and Commissioning of Radio links from ERNET's 15 POP locations to its user locations across India". |
| 2 | General Conditions, Clause No. 8 | Govt. Levies like sales tax, octroi, WCT etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Sales Tax etc., if any. | Since this is a tender for supply & installation of Radio Links, will our supplies be governed by sales Tax and service Tax (respectively) or by works contract Tax (WCT). Clause 8 on page 3 provides for both. Also, please confirm if the price comparison will be based on the basic price or basic price +Tax. | N/A | N/A | Tender/ RFP is self explanatory. |

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| 3 | General Conditions, Clause No. 14 | Any equipment quoted by bidder should not be declared as end of life from its OEM and also bidder should arrange an undertaking from OEM side in this regard along with next 5 years support commitment. | N/A | OEM should give undertaking for the support for five years. Does OEM should have full fledged level three component level service centre in India. Only own Component level Service center can help the OEM to immediately repair and provide committed support for five years. Remarks: OEM with layer three component level service center can only provide committed support for five years to ERNET. | N/A | No Change. |
| 4 | General Conditions, Clause No. 23 | Bidder should quote for all the items. Any deviation to the same may lead to disqualification of bid. | The NIT States that there are two independent Sub-tenders, namely (i) Supply, Installation and Maintenance of Radio Links. (ii) Maintenance of Radio Links. The NIT also states that it is not mandatory for a bidder to participate in both sub-tenders. Clause 23 page 4 of tender document states that the bidder is expected to quote for all the items of the SoR. These are contradictory Please clarify | N/A | N/A | Explanation of the clause: "As per NIT, there are two independent tenders floated by ERNET and bidders can quote for any or both the tenders through separate bids. However bidders has to quote compulsorily for all the line items / services of any sub-tender". |

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| 5 | New Clause-- Payment Terms | | Payment terms have not been defined in the tender for supply, implementation and complete scope of work. Please specify: | N/A | Payment terms are not explicitly told in the tender. Remarks: Payment terms are to be mentioned explicitly. | New Clause inserted as Clause 44: "Payment shall be made by ERNET India to the successful bidder as per the following schedule. The payment shall be made by cheque to the vendor. (i) 90% of the payment shall be made after the successful Supply, Installation, Commissioning and acceptance of Radio link (s) / complete network by ERNET India / End users and the remaining 10% will be paid after satisfactory completion of warranty period of one year. (ii) W.r.t maintenance cost of every year, payment shall be made on quarterly basis after satisfactory completion of every quarter in the complete period of contract. Note: All the payments released from ERNET side will be subject to payments received to ERNET from its user organisations. |
| 6 | General Conditions, Tender Fee & EMD, Clause No. 34 | | N/A | N/A | Please tell us the validity of the contract and how long EMD will be kept with ERNET. EMD will be kept with respect to award of the contract or the order for supply of link. Remarks: EMD to be returned after signing of the rate contract. | Clause may be read as: i) Each quotation must be accompanied by Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only) shall be in the form of Demand Draft/Pay Order of any Nationalized Bank taken in the name of Chief Finance Officer, ERNET India, New Delhi. Bank Guarantee should be valid minimum for a period of 180 days from due date of the quotation. Quotations received without Earnest Money Deposit are liable to be rejected. ii) Also all the bidders should enclose Tender document fee of Rs.2000/- in the form of a demand draft in favour of ERNET India payable at New Delhi. ii) Earnest Money is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraw or amends impairs or derogated from the tender in any respect within the period validity of the tender. iii) The earnest money of all the unsuccessful tenderers will be returned after placement of order on the selected vendor. No interest will be payable by ERNET India on the Earnest Money Deposit. iv) This been a rate contract, Earnest Money of successful bidder shall be returned after end of contract period by deducting any sum due on vendor. |

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| 7 | <p>General Conditions, Clause No. 35</p> <p>Inspection: ERNET India or its representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspector at no charge to ERNET India. In case any inspected or tested goods fail to conform to the specifications, ERNET India may reject them and supplier shall either replace the rejected goods or make all alterations necessary to meet specification required free of cost to ERNET India</p> | How does ERNET propose to conduct Inspection of supplied goods? | N/A | Tender/RFP clause is self explanatory. |
| 8 | <p>General Conditions, Clause No. 37</p> <p>The bidder will ensure for supply, installation and commissioning of equipments for establishment of the Radio links within 6 weeks of release of firm Purchase order. Any delay by the supplier in the performance of delivery and installation and Commissioning of the links shall render the supplier liable to any or all the following sanctions-forfeiture of its Earnest Money Deposit, imposition of liquidated damage as per Para 27 below or/ and cancellation of the purchase order for default.</p> | Delivery Period (inclusive of Supply, installation & commissioning) is 6 weeks from the date of Purchase Order. In case, a few installation sites are not ready for I&C and, Consequently, the Delivery Period is not met, LD should be waived off for any such delays. Please Confirm. | N/A | No Change. |

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| 9 | General Conditions, Clause No. 38 | <p>If there is any delay in the implementation of the ordered network due to bidder's fault from schedule furnished by the bidder and accepted by ERNET India, ERNET India will recover 2% on the total cost of the project from the bidder for each week of delay. This recovery will be subject to an upper limit of 10%. At the end of the 5-week period, ERNET reserves the right to cancelled the order in parts or complete and in the case all committed payment terms from ERNET India's side stands abrogated.</p> | <p>We request you to replace the word, " abrogated" with some other appropriate word. The use of this word gives a meaning that Ernet can not held responsible in case Ernet decides to not make any payment due to Successful bidder, whose delivery of equipment and/or services is delayed beyond 5 weeks.This may be objectionable irrespective of ERNET's urgency in getting the Radio Links in place.</p> | N/A | N/A | No Change. |
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| 10 | General Conditions, Clause No. 43 | <p>ERNET may give preference to domestically manufactured products specifically in procurement of those electronic products which have security implications as per govt. of India/DoT/DeitY notifications. However for obtaining such preferences, bidder has to provide relevant documentation in support of bidder's claim of quoting domestically manufactured product. The above preference will be subject to satisfying technical specifications / technically qualified bid and matching the L1 price by the bidder (s)</p> | <p>Preference will be given to domestically manufactured electronic products.As we are Indians Telecom Company we would like to know what documents are required to establish such a claim. Please clarify.</p> | <p>As per notification No.18-0712010 issued by DIT, Purchase preference is to be given in case the purchase is only for self consumption not for resale. The Policy shall be applicable from the date of Publishing in the gazette of India. There are qty wise restrictions and other restrictions to the domestic manufacture. You are requested to kindly go through and clarify that the reqd modem is for self consumption of ERNET.</p> <p>Remarks: Tender specifies the rate contract with ERNET under which ERNET can provide the service to enusers. Under the above conditions, it is not clear that purchase is for self Consumption or not. Due to the above reason purchase preference clause can be deleted.</p> | N/A | No Change. |
| 11 | Annex - I, Technical Specifications for Lower Bandwidth Modems (upto 18 Mbps), S. No. 2 | <p>NLOS, NLOS Operation: Must support NLOS deployment</p> | <p>Is it Near Line of Sight or Non-Line of Sight? Due to practical reasons like use of unlicensed band and lower power affects the choice of NLOS in remote end on field. Moreover general condition clause 12 calls for establishment of LOS based links in unlicensed band. ERNET to confirm the requirement is for LoS & NLoS or only LoS</p> | N/A | N/A | Tender/ RFP clause is self explanatory. |

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| 12 | Annex - I, Technical Specifications for Lower Bandwidth Modems (upto 18 Mbps), S. No. 3 | Modulation: OFDM, BPSK, QPSK, 16QAM, 64QAM | Supports all modulation Schemes. Can ERNET Accept if Modulation Scheme is interpreted as data rate. | N/A | N/A | Tender/ RFP clause is self explanatory. |
| 13 | Annex - I, Technical Specifications for Lower Bandwidth Modems (upto 18 Mbps), S. No. 24 | Upgrade Capabilities: a) Support S/W backup and restore remotely with disturbing the link performance. b) Multiple sites upgrades. | N/A | Typographical mistake as backup to be taken without disturbing the link performance. Remarks: (Support S/W backup and restore remotely with disturbing the link performance) in this clause with disturbing the link performance should be without disturbing the link performance. | N/A | Clause may be read as: "a) Support S/W backup and restore remotely without disturbing the link performance. b) Multiple sites upgrades". |
| 14 | Annex - I, Technical Specifications for Lower Bandwidth Modems (upto 18 Mbps), S. No. 35 | Certificate: Radio must be FCC WPC certified | N/A | N/A | Do we need to provide ETA approval from WPC. Do we need to provide the FCC approval certificates. Remarks: Clause no 35 to be changed to Radios must have FCC approval and ETA from WPC | Clause may be read as: "The supplied Radio must have approval of FCC and ETA from WPC". |
| 15 | Annex - IB, Technical Specifications for Higher Bandwidth Modems (upto 100 Mbps), S. No. 2 | The individual system should comprise of outdoor & indoor equipment, antenna, cables (RF/IF) with connectors, system software and all other hardware required for operation, monitoring & configuration of the link. | Current generation radios are all outdoor radio except the PoE(powering unit) resides indoor. Please clarify if any other functions or features expected? Is IDU like in the older generation products which house RF as an IDU intended in the document? | N/A | N/A | Tender/ RFP is self explanatory. |

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| 16 | Annex - IB, Technical Specifications for Higher Bandwidth Modems (upto 100 Mbps), S. No. 6 | Should work in ISM unlicensed frequently Band of 2.x / 5.x GHz Multi-band in same radio unit. and either should be available on demand. | N/A | N/A | IN the radio either 2.X or 5.X freqband will be available, both can not be there, please confirm. Remarks: The said clause should be changed to should work in ISM unlicensed freq. band of 2.x or 5.x Ghz band in the radio unit. | Clause may be read as: "Should work in ISM unlicensed frequently Band of 2.x OR 5.x GHz in radio unit". |
| 17 | Annex - IB, Technical Specifications for Higher Bandwidth Modems (upto 100 Mbps), S. No. 24 | Should have facility to upgrade Software/firmware. | Is Software upgrades facility from EMS acceptable to ERNET for error free operation. | | | Tender/ RFP clause is self explanatory. |
| 18 | Annex - IB, Technical Specifications for Higher Bandwidth Modems (upto 100 Mbps), S. No. 25 | Should support cumulative bandwidth of all the connected remote. | N/A | N/A | Clause no 25 is not applicable and to be deleted | The clause Stands deleted. |
| 19 | Annex - IB, Technical Specifications for Higher Bandwidth Modems (upto 100 Mbps), S. No. 26 | Should support hop length of 50 Km with net throughput upto 100M full duplex (max) | The requirement for 100 Mbps full duplex over 50Kms is not possible technically on a unlicensed band on field with 40 MHz operation (total band being only 50 Mhz as declared by govt of India), there will be degradation due to interference & distance. We suggest ERNET to look at Practical on field numbers and distance. | | | No Change |

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| 20 | Annex - IB, Technical Specifications for Higher Bandwidth Modems (upto 100 Mbps), S. No. 31 | Maximum effective isotropic radiated power(EIRP): 41 dB | Calls for EIRP Max of 41 db, where as regulations in unlicensed band 5.8 GHZ allow only 4 Watt(36dB). Please clarify | | | Clause may be read as: "Maximum effective isotropic radiated power(EIRP): 36 dB". |
| 21 | Annex - II, Price Schedule, S. No. 2.2 | Maintenance cost of Links (Lower Radio Link, Upto 18 Mbps) From second year for 3 years. | | | Do we need to quote for maintenance for second year onwards for three years for all links. 15 Remarks: In the BOM of the tender the first year maintenance from 2nd year onwards till 4th year needs to be clearly specified. | Clause may be read as: "Maintenance cost of Links (Lower Radio Link, Upto 18 Mbps) From second year upto fourth years." |
| 22 | Annex - II, Price Schedule, S. No. 2.4 | Maintenance cost of Links (Higher Radio Link, Upto 100 Mbps) From second year for 3 years. | N/A | N/A | N/A | Clause may be read as: "Maintenance cost of Links (Higher Radio Link, Upto 100 Mbps) From second year upto fourth years." |

ERNET's Response to the Vendors Queries for Tender No. ELD/GA/3-5/2012, on the Subject "Maintenance of Radio links (for Delhi/NCR Region) of ERNET India / End user".

| S. No. | Clause No. | Description of the Clause | Queries from M/s Point Red Telecom Ltd. | Queries from M/s V Link Systems | Queries from M/s Wi-Fi Communications | ERNET's Clarification / Reply |
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| 1 | General Conditions, Clause No. 38 (SLA Terms and conditions), S.No. (1) | Maintain an uptime of 99.9%. Uptime can be ensured by providing standby equivalent equipment. | The SLA is mentioned as 99.9%, is it for every link for the total network(all the links) | N/A | N/A | Explanation of the clause: "Uptime will be measured as against the individual links". |
| 2 | General Conditions, Clause No. 39 (ELIGIBILITY CRITERIA.), S. No. (c) | Bidder should have an experience of successfully executing atleast two orders of similar work (Maintenance of equipments for establishment of radio network) in last 2 years of value not less than INR 7 lakhs of each order OR one orders of value not less than 10 lakhs. Order copies and their Letter of Execution / Completion Certificate from client should be submitted as documentary proof for the same. Out of the submitted order copies atleast one should be from existing customer of bidder means whom the bidder is providing the comprehensive warranty and maintenance support on the date on submission of this bid. | N/A | N/A | If the bidder is having multiple order from the same customer in the last two years, can they be considered in the single work order criteria. As in the RF link maintenance the AMC always starts from the date of commissioning and date of commissioning is different from a single supply order. Please give option for three work orders | No Change. |
| 3 | General Conditions, Clause No. 39 (ELIGIBILITY CRITERIA.), S. No. (f) | The bidder should sign Service Level Agreement (SLA) as per requirement of the ERNET India for maintenance of the links. | Bidder must submit a signed copy of SLA. We presume that the SLA is only for the new links which will be supplied under this tender, please clarify. | N/A | Remarks: Experience criteria for the bidder (two orders of INR 7 Lakh) to be changed to three orders of lesser value in the last two years. | Explanation of the clause: "The Successful bidder has to maintain all the existing links as detailed in Annex - II while ensuring to provide tender SLA". |