

CORRIGENDUM

Date: - 18/03/2016

Corrigendum to:-

- Point no. 12 of clause no. 15 “Special Terms & Conditions”
- Clause no. 20 “Revenue Sharing And Payment - Terms & Conditions”
- Clause no. 8. (b) “Eligibility Criteria” of the tender document; and
- Clause no. “Annexure-V”-SERVICE LEVEL AGREEMENT (SLA) - Performance Guarantees

1. Point no. 12 of clause no. 15 “Special Terms & Conditions”	
Existing Clause	Revised Clause
The successful bidder shall complete the installation of secured Wi-Fi Network within Sixty (60) days with a grace period of Fifteen (15) days after the receipt of order failing which liquidated damages to the tune of Rs 50,000/- (Rupees Fifty Thousand) per week will be chargeable from the contractor. If the total amount accumulated and due on the contractor on this account is not paid by the contractor, the same shall be deducted from the Performance Guarantee (PG) & Security Deposit deposited by the contractor. The contractor/ successful bidder shall have no claim for any compensation or any loss on this account.	The successful bidder shall complete the installation of secured Wi-Fi Network within Sixty (60) days with a grace period of Thirty (30) days after the receipt of order failing which liquidated damages to the tune of Rs 50,000/- (Rupees Fifty Thousand) per week will be chargeable from the contractor. If the total amount accumulated and due on the contractor on this account is not paid by the contractor, the same shall be deducted from the Performance Guarantee (PG) & Security Deposit deposited by the contractor. The contractor/ successful bidder shall have no claim for any compensation or any loss on this account.
2. Clause no. 20 “Revenue Sharing And Payment - Terms & Conditions”	
Existing Clause	Revised Clause
ITPO will charge the end- customers/ users for the Wi-Fi services and collect all the payment. Subsequent payment to the contractor shall be made by ITPO after necessary deductions (10% revenue sharing amount plus service degradation credit earned by ITPO, as per SLA) on quarterly basis.	<p>The contractor will bill & charge the end- customers/ users for the Wi-Fi services and collect all the payment. Subsequent payment amounting to 10% of total revenue earned plus service degradation credit earned by ITPO, as per SLA) shall be done by the contractor to ITPO after each event. It shall be the responsibility of the LICENSEE/ Contractor to issue or cause to be issued bills to its subscribers for use of the service. The LICENSEE/ contractor shall maintain such records so as to produce itemized billing information. The billing system of the LICENSEE/ contractor shall be able to generate the billing information, in adequate details, to ensure satisfaction of the subscribers and Licensor/ ITPO about the genuineness of the bill. The directions of TRAI, from time to time, in this regard shall apply.</p> <p>Categorized reports/ itemized billing information in adequate details has to be provided by the licensee/ contractor to licensor/ ITPO to ensure satisfaction about genuineness of the bill (s) indicating the types of services availed by each customer need to be</p>

	submitted by the contractor after each event alongwith remittance of applicable funds to ITPO. The ITPO's share of 10% to be remitted by the contractor shall be calculated after exclusion of the applicable taxes from the gross receipts during the billing cycle.
3. Clause no. 8. (b) ELIGIBILITY CRITERIA	
Existing Clause	Revised Clause
The bidder must have had a turnover of minimum Rs. 15.00 crore each in last three financial years i.e. in 2014-15, 2013-14 and 2012-13 from internet service business.	The bidder must have had a turnover of minimum Rs. 15.00 crore each in last three financial years i.e. in 2014-15, 2013-14 and 2012-13 from internet service/ telecom business.
4. Clause no. "Annexure-V"-SERVICE LEVEL AGREEMENT (SLA) - Performance Guarantees	
Existing Clause	Revised Clause
The three guaranteed service performance metrics are: 1. Availability: 99.9% or greater network availability, determined on a monthly basis.	The three guaranteed service performance metrics are: 1. Availability: 99% or greater network availability, determined on a monthly basis.

ADDENDUM

Addendum to clause no. 15 "Special Terms & Conditions" of the tender document:-

Point no. 23:- All the charges/ expenditure towards supply, installation/ commissioning, operation and maintenance of the network equipments, hardware, software etc. shall be borne by the vendor. The bandwidth charges during the entire contractual period have to be borne by the vendor only. No expenditure shall be borne by ITPO.

Point no. 24:- All the expenditure towards electricity consumption by the Wi-Fi network equipments has to be borne by the successful bidder/ contractor as per the approved rates in ITPO and terms & conditions in vogue. ITPO shall charge the contractor and the contractor has to make payments for the same to ITPO. In case of any default by the contractor in making payments towards electricity consumption, ITPO shall take action as deemed fit and in vogue in ITPO or may deduct the same amount from the Performance Guarantee/ Security Deposit and may even lead to termination of the contract, which shall be at the sole discretion of ITPO.

Point on. 25:- All the permissions required for carrying out the civil/ any other work etc. inside Pragati Maidan shall be provided by ITPO. However, such permissions for carrying out the work outside premises of Pragati Maidan shall have to be taken by the contractor from the concerned authorities. ITPO shall not be responsible for taking any permission from any concerned authority in this regard.

Point no. 26:- ITPO shall provided general security for the equipments being installed by the contractor for running the Wi-Fi network, however there shall be no liability on ITPO to pay any charges to the contractor on account of

theft, loss, damage (including any mishappening due to force majeure conditions) to any of the equipments being installed in Pragati Maidan.

Point no. 27:- Any advertisement space such as on landing page etc. may be utilized by the contractor for earning revenue by selling the advertisement space to the interested advertisers after prior approval from ITPO. Each & every advertiser/ advertising material has to be got approved from ITPO in advance before releasing it in the public domain. ITPO may choose to accept/ reject such proposal at its sole discretion. Revenue from the advertisements, if any, shall be shared between ITPO and the contractor on 50:50 revenue sharing terms. The advertisements rates shall be fixed by ITPO in consultation with the contractor which would be chargeable from the advertisers. And the total fund collection to this effect shall be done by ITPO and share of the contractor shall be remitted after conclusion of each event.

Point no. 28:- The rates quoted by the bidder in the commercial bid and subsequently agreed to between ITPO and the contractor in the contract agreement shall be fixed for the entire contractual period. However, the contractor may choose to cut down the rates considering the prevailing market rates or any guidelines/ regulations issued by the concerned govt. department (s)/ ministry during the entire contractual period. However, no upward revision in the rates shall be permissible at any point of time during the contractual period.

Point no. 29:- ITPO is in the process of dismantling/ demolition of various halls/ buildings/ areas of Pragati Maidan, New Delhi. The halls/ buildings/ areas which are dismantled/ demolished by ITPO during the entire contractual period will have to be vacated of all the equipments by the contractor within maximum seven (7) days after it receives written notice from ITPO. If the equipments/ hardware are not removed from the specified site within specified time limit of maximum seven (7) days, it will be deemed that such equipment is not required by the contractor and ITPO will take action as per its discretion for removal of those equipments/ hardware. Also, the contractor shall have no rights of work in the newly constructed building/ structure.

Sd/-
(General Manager)
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