



Meghalaya
Information Technology Society

NIC Building, Secretariat Hill, Shillong 793 001.

MITS.11/2015/131

Dated Shillong the 19th January, 2016

ADDENDUM & CORRIGENDUM - I

RFP FOR

Appointment of an Implementing Agency for Setting up

and

Maintenance Support for providing WiFi Hotspots in Shillong and Tura

RFP No. MITS.11/2015/59 dated Shillong the 15th December, 2015

Further to RFP, amendments are notified as below. All other requirements information / Terms and Conditions shall remain unchanged.

ADDENDUM

1. Section –III – Eligibility criteria - Pre-Requisites

In Table – “Pre-Requisites”, one additional point S.No. 4 shall be added as below:

S.No.	Specific Requirements	Documents Required
4	The Bidder should furnish all documentary evidence(s) of having the necessary valid license(s), approvals, as is required as per DoT & government regulations, for providing the required service as per Scope of Work of this RFP, in Meghalaya.	Copy of the license & documents, which should be valid as on the date of submission of the bid.

2. In Section –IV – Scope of Work, in clause 4.3, a new point “ix” shall be added as below:

“ix. The SSID (Service Set Identifier) name for the hotspot locations shall be mutually decided by MITS and IA after submission of the Survey Report.”

CORRIGENDUM

1. AMENDMENTS TO RFP

1. Section 4.3.i Scope of Work

The Clause “Supply, configuration and installation of the state of the art Wi-Fi infrastructure including internet bandwidth..”

Stands amended as

" This project has been conceived as a Service Provider model wherein IAhas to setup, configure, install, own andoperate state of the art WiFi infrastructure with internet bandwidth"

2. Section 7.6.1

The Clause “The Bidder shall indicate price in the prescribed format, the unit rates and total Bid Prices of the equipment / services, it proposes to provide under the Contract. Prices shouldbe shown separately for each item as detailed in the Tender Document”

Stands amended as follows

“The Bidder shall indicate price in the prescribed format i.e. Quarterly charges for Shillong and Quarterly charges for Tura and Quarterly charges for providing service per additional access point also needs to be quoted”.

(Please refer point number 18 Section XI of this corrigendum)

3. Section 7.7.1

The Clause “The Commercial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable should be indicated separately in: Format 3: Breakdown of Cost Components in this RFP However, should there be a change in the applicable taxes MITS reserves the right to negotiate with the Bidder”.

Stands amended as follows

“The Commercial Bid should clearly indicate the price to be charged without any qualifications whatsoever and all applicable taxes in relation to the activities proposed to be carried out should be quoted separately.”

4. Section 7.15.1 Criteria for Evaluation and Comparison of Technical Bids

The clause

S. No.	Criteria	Weightage
i.	<p>Bidder’s experience in setting-up WiFi solutions (which includes WiFi setup in public places, institutions, college, school etc excluding home solution) in India, quantified in terms of number of projects will be evaluated. Setting-up Public WiFi solutions would mean where the Bidder has procured, installed and commissioned WiFi solution (Hardware and Software). Only Projects of at least Rs. 10 Lakh each completed between 1stJan, 2012 and 30th Nov, 2015 will be considered.</p> <p>Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 10 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro-rata) basis.</p>	10 marks

Stands amended as

S. No.	Criteria	Weightage
i.	<p>Bidder’s experience in setting-up WiFi solutions (which includes WiFi setup in public places, institutions, college, school etc excluding home solution) in India, quantified in terms of number of projects will be evaluated. Setting-up Public WiFi solutions would mean where the Bidder has procured installed and commissioned WiFi solution (Hardware and Software). Acceptable documents shall include Work order or Permission letters or agreement copies or customer letters showing these deployments. The marks shall be awarded as per below criteria:</p> <p>A. For Projects of at least Rs. 10 Lakh each:Per project=2 Marks subjected to a maximum of 5 projects; for projects of value less than Rs. 10 lakhs no marks shall be awarded.</p> <p>B. For Projects each of at least 20 Access Points:Per project=2 markssubjected to a maximum of 5 projects; for projects of less than 20 access points no marks shall be awarded.</p> <p>C. One Project of at least 100 Access Points shall be awarded full 10 marks</p> <p>In no case, the total marks awarded as per above criteria shall exceed 10 marks.</p>	10 marks

5. Section 7.15.1 Criteria for Evaluation and Comparison of Technical Bids

The clause

iii.	Bidder prior experience in implementing Public WiFi solution (which includes WiFi setup in public places, institutions, college, school etc excluding home solution) along with hardware and networking Components in the Eastern/ North East India in last 5 financial years 2010-11 to 2014-15 1 marks per project upto maximum of 5 projects	5 marks
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Stands amended as

iii.	Bidder prior experience in implementing Public WiFi solution (which includes WiFi setup in public places, institutions, college, school etc excluding home solution) along with hardware and networking Components in the Eastern/ North East India. 1 marks per project upto maximum of 5 projects Acceptable documents shall include Work order or Permission letters or agreement copies or customer letters showing these deployments.	5 marks
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6. Section 8.34.9

The Clause “Branding and advertisement shall be allowed at the landing page, however during the usage of the free WiFi and paid internet thereafter, no promotional activities shall be allowed unless so approved in writing by MITS. However, it can be considered on revenue sharing basis in ratio of 50:50(i.e. MIT: IA) “

Stands amended as follows

“After approval in writing by MITS, branding and advertisement shall be allowed at the landing page for the free WiFi slot.”

7. Section 8.34.11-14

The Clause” 8.34.11 The companies who are not OEMs for the goods and services offered must enclose authorization letters from the respective OEM.

8.34.12 The IA/ OEM must be an ISO: 9001 / 14001 /18001 certified firm.

8.34.13 The IA/ OEM must have service center to provide services within 24 hrs. of intimation

8.34.14 The proposed OEM must have their registered office and support center in India.”

Clauses from 8.34.11 to 8.34.14 stand deleted, as this is a service provider model project.

8.1 Section V Service Level Agreement

The clause

Sl. No.	Milestones	Target T= Date of signing of Contract	Requirement/ Consideration Period	Penalty
1.	Survey of all the specified locations and submission of survey report to MITS.	3 Weeks from the effective date of Contract (T1=T+3 Weeks)	Delay beyond 1 Week from the stipulated date as per RFP/ MSA timeline	Rs 1000 per week of delay per location upto 2 months after which it will be considered as breach of contract
2.	Installation & commissioning of HW/ SW/ NW items	8 weeks from the date of completion of the survey of the particular location (T2=T1+8 Weeks)	Delay beyond 1 Week from the stipulated date as per RFP/ MSA timeline	Rs 5000 per week per location of delay upto 3 months after which it will be considered as breach of contract

Stand amended as

Sl. No.	Milestones	Target T= Date of signing of Contract	Requirement/ Consideration Period	Penalty
1.	Survey of all the specified locations and submission of survey report to MITS.	3 Weeks from the effective date of Contract (T1=T+3 Weeks)	Delay beyond 1 Week from the stipulated date as per RFP/ MSA timeline	No Penalty, however, the IA is expected to submit the survey report to MITS on time.
2.	Installation & commissioning of HW/ SW/ NW items	8 weeks from the date of completion of the survey of the particular location (T2=T1+8 Weeks)	Delay beyond 1 Week from the stipulated date as per RFP/ MSA timeline	No Penalty, however, the IA is expected the installation on time.

8.2 Section V SLA for operation and maintenance phase

Section-V: Table -SLAs for Operation and Maintenance Phase

Description	Availability	Penalty
1. Central management server 2. Each Access Point 3. Internet availability -	>= 95%	Nil
	94%-94.99%	0.5% of quarterly payment or Rs 5000 whichever is higher.
	92%-93.99%	1% of quarterly payment or Rs 10000 whichever is higher
	90%-91.99%	2% of the quarterly payment or Rs 20000 whichever is higher
	75%-89.99%	5% of the quarterly payment or Rs 50000 whichever is higher
	<75%	No quarterly payment shall be made and shall be treated as breach of contract.

Stands amended as

Description	Availability	Penalty
1. Central management server OR 2. Internet availability (Penalty, whichever is higher, of either Sr 1 or 2 will be considered)	>= 95%	Nil
	94%-94.99%	.0.5% of quarterly payment or Rs 5000 whichever is higher.
	92%-93.99%	1% of quarterly payment or Rs 10000 whichever is higher
	90%-91.99%	2% of the quarterly payment or Rs 20000 whichever is higher
	75%-89.99%	.5% of the quarterly payment or Rs 50000 whichever is higher
	<75%	No quarterly payment shall be made and shall be treated as breach of contract.

Description	Availability during peak hours (8 AM to 8 PM)	Penalty
Each Access Point	>= 95%	Nil
	94%-94.99%	.0.5% of Quarterly quoted amount for additional Access Point Service Charge at Section XI Format 2 Table C or Rs 500 whichever is higher.
	92%-93.99%	.1% of Quarterly quoted amount for additional Access Point Service Charge at Section XI Format 2 Table C or Rs 1000 whichever is higher
	90%-91.99%	2% of the Quarterly quoted amount for additional Access Point Service Charge at Section XI Format 2 Table C or Rs 1500whichever is higher
	50%-89.99%	.5% of the Quarterly quoted amount for additional Access Point Service Charge at Section XI Format 2 Table C or Rs 2000 whichever is higher
	<50%	Shall be treated as breach of contract.

8.3 The following clause

Parameters	SLA terms	Penalty
Speed	At least 512 Kbps	If lower than 512Kbps, Rs 1000 per instance

Stands amended as

Parameters	SLA terms	Penalty
Speed	At least 512 Kbps	<p>If the internet speed drops below 512Kbps persistently for 30 unique users or more in a particular hotspot location during the free slot usage period per day during peak hours (i.e. 8AM to 8PM)</p> <p>Rs 1000 for 30 unique users or more in a hotspot locations during the free slot usage period per day during peak hours (i.e. 8AM to 8PM)</p> <p>Note: IA has to provide access to their monitoring tool so that audit team can check the user speed.</p>

8.4 The clause related to Helpdesk support

Severity of Incident	Resolution time	Penalty
Critical (Issues leading to network down situation of entire hotspot location during the peak time*)	T = 1 hr	No Penalty
	T1 = T+2 hours, if the resolution time is between T and T1	0.5% of the Quarterly Cost for every unresolved call or Rs 500 whichever is higher.
	T2 = T1+2, if the resolution time is between T1 and T2	1% of the Quarterly Cost for every unresolved call or Rs 1000 whichever is higher, up to 10% of QGR
	> T2	2% of the Quarterly Cost for every unresolved call or Rs 1500 whichever is higher, up to 10% of Quarterly Cost
Medium (Issues leading to the network down situation for a section area of any hotspot location during peak	≤ 2 hours from time of incident logged.	No Penalty
	> 2 Hours and ≤ 4 Hours	0.1% of the Quarterly Cost for every unresolved call or Rs 500 which ever is higher, up to 10% of Quarterly Cost.
		0.5% of the Quarterly Cost for every unresolved call Rs 1000 whichever is

hours*)	> 4 Hours	higher., up to 10% of Quarterly Cost or
Low (Minor issues found at the user level.)	1 day from the time of incident logged at the help desk	No penalty
	> 1 day and ≤ 10 days	0.5% of the Quarterly Cost for every unresolved call or Rs 500 per day., up to 10% of Quarterly Cost
	> 10 days	1% of the Quarterly Cost for every unresolved call, or Rs 1500 per day till 30days after which it will be considered as breach of contract.

Standards amended as

Severity of Incident	Resolution time	Penalty
Critical (Issues leading to network down situation of entire hotspot location during the peak time*)	T = 4 hr	No Penalty
	T1 = T+2 hours, if the resolution time is between T and T1	0.5% of the Quarterly Cost for every unresolved call or Rs 500 whichever is higher.
	T2 = T1+2, if the resolution time is between T1 and T2	1% of the Quarterly Cost for every unresolved call or Rs 1000 whichever is higher, up to 10% of QGR
	> T2	2% of the Quarterly Cost for every unresolved call or Rs 1500 whichever is higher, up to 10% of Quarterly Cost
Medium (Issues leading to the network down situation for a section area of any hotspot location during peak hours*)	≤ 8 hours from time of incident logged.	No Penalty
	> 8 Hours and ≤ 10 Hours	0.1% of the Quarterly Cost for every unresolved call or Rs 500 which ever is higher, up to 10% of Quarterly Cost.
	> 10 Hours	0.5% of the Quarterly Cost for every unresolved call Rs 1000 whichever is higher., up to 10% of Quarterly Cost or
Low (Minor issues found at the user level.)	2 day from the time of incident logged at the help desk	No penalty
	> 2 day and ≤ 10 days	0.5% of the Quarterly Cost for every unresolved call or Rs 500 per day., up to 10% of Quarterly Cost
	> 10 days	1% of the Quarterly Cost for every unresolved call, or Rs 1500 per day till 30days after which it will be considered as breach of contract.

9. Section 7.1.1

The clause “The tender document can be downloaded from MITS website www.ditmeghalaya.gov.in, <http://meghalaya.gov.in>. Tender fee of Rs. 2000/- (Five thousand only) (non refundable) to be remitted through a demand draft, from any Scheduled Bank, drawn in favour of “Member Secretary, Meghalaya Information Technology Society” payable at Shillong, Meghalaya.”

Stands amended as follows

The tender document can be downloaded from MITS website www.ditmeghalaya.gov.in, <http://meghalaya.gov.in>. Tender fee of Rs. 2000/- (Two thousand only) (non refundable) to be remitted through a demand draft, from any Scheduled Bank, drawn in favour of “Member Secretary, Meghalaya Information Technology Society” payable at Shillong, Meghalaya.

10. Section 7.3.2.1 the clause

1. In the case of a successful Bidder, if s/he fails within the specified time limit to:
 - Sign the Contract Agreement; or
 - Furnish the required Performance Bank Guarantee (PBG)

Stand amended as

2. The successful Bidder fails, within the specified time limit, to:
 - Sign the Contract Agreement; or
 - Furnish the Performance Bank Guarantee (PBG) of 10% of bid value for **three years or Rs 10 lakhs whichever is higher**

11. Section 8.34.3

The clause which states “Under no circumstances, shall the IA appoint any sub-contractor or sub-lease out the contract (unless already specified as in the case of IA’s/Joint Venture etc). If it is found that the IA has violated these conditions, the contract will be terminated forthwith without any notice, by the authority of who has approved the award of the contract.”

Stands deleted

12. Section VI - All the clauses under Functional Requirement Specification

Stands deleted since this is a service provider model project

13. Section 8.24

The clause “Termination for Convenience: The MITS may by prior written notice sent to the IA at least 3 months in advance terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the MITS’s convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective”

Stands deleted since this is a service provider model project

14. Section 8.12 Indemnity

The Clause “The IA shall execute and furnish to MITS a Deed of Indemnity within 1(one) month from date of agreement signing in favour of the MITS in a form and manner acceptable to the MITS, indemnifying the MITS from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- Any negligence or wrongful act or omission by the IA or the Implementation Agency’s Team / or any third party in connection with or incidental to the Contract; or

A breach of any of the terms of the Implementation Agency’s Bid as agreed, the Tender and the Contract by the Implementation Agency, the Implementation Agency’s Team or any third party The indemnity shall be to the extent of 100% in favour of MITS.”

Stands deleted since it is a service provider model Project

15. Section 8.29 Arbitration

The clause “In the case of a dispute or difference arising between the MITS and the IA relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the award of two Arbitrators. One Arbitrator to be nominated by the MITS and the other to be nominated by the IA or in case of the said Arbitrators not agreeing then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference and in case the Arbitrators cannot agree to the Umpire he may be nominated by the Secretary, Indian Council of Arbitration, Meghalaya.”

Stands amended as

“In the case of a dispute or difference arising between the MITS and the IA relating to any matter arising out of or connected with the Contract between IA and MITS for this Project, either IA or MITS may refer the dispute to binding arbitration in accordance with the Arbitration and Reconciliation Act, 1996.”

16. Section 2.3 - Key Events and Dates:

The following submission date

Last Date & time for Submission of Bids	15-01-2016 3:00 PM
Date of Opening of Technical Bids	15-01-2016 4:00 PM

Stands amended as

Last Date & time for Submission of Bids	09-02-2016 3:00 PM
Date of Opening of Technical Bids	09-02-2016 4:00 PM

17. Section 8.28.1 Liquidated damage

Clause 8.28.1 – “Subject to Force Majeure if the Bidder fails to complete the Supply, Installation, Configuration, Testing and Training and Final Acceptance of the Wifi components before the scheduled completion date or the extended date or if IA repudiates the Contract before completion of the Work, the MITS, at its discretion, may without prejudice to any other right or remedy available to the MITS the Contract recover a maximum of 20% (twenty percent) of the project cost from the IA as Liquidated Damages (LD). This 20% (twenty percent) will be staggered over a period of the project”

Stands amended as

“8.28.1 Subject to Force Majeure, and for reasons solely attributable to the IA, if the IA fails to complete the Final Acceptance of the WiFi components before the scheduled completion date or the extended date or if IA repudiates the Contract before completion of the Work, the MITS, at its discretion, may without prejudice to any other right or remedy available to the MITS under the Contract, recover a maximum of 10% (ten percent) of the project cost from the IA as Liquidated Damages (LD). This 10% (ten percent) will be staggered over a period of the project.”

18. Section XI –Response to Tender: Commercial Bid –**Format - 2: Summary of Cost Components****Stands amended as****A. Quarterly Charges for Shillong**

Quarterly charge for Shillong	Applicable Taxes	Total
Rs.	Rs..	Rs....

B. Quarterly Charges for Tura

Quarterly charge for Shillong	Applicable Taxes	Total
Rs.	Rs..	Rs....

C. Quarterly charges for providing service per additional Access Point

This figure will be required for any future expansion into areas not covered under the present scope of work of this project, and for the purpose of penalty calculations applicable. Further, this figure will not be used as an evaluation criterion for the selection of the IA.

Quarterly charges for providing service per additional Access Point (In Rs.)	Applicable Taxes	Total
Rs.	Rs..	Rs.