

CORRIGENDUM

The bidders may read the following clauses in the NIT-04(31)/Bandwidth/CIT/JMI/2021-III for Installation & Commissioning Internet Leased Line at Jamia Millia Islamia floated by JMI on 28th June 2021 as given below:

Eligibility Section:

1. The ISP should have a valid **CLASS A** license.
2. The ISP should have experience in providing satisfactory service for at least 1-Link of 1-Gbps or 2 or more links of 500+ Mbps during the last three years.
4. Bidder should have an annual turnover of 1.5 Cr and must be in the ISP business for a period of more than 3 years.
5. < 95% Amount equivalent to 20 days/month

Terms & Conditions Section

10. The contract Period will be initially for three years.
11. The contract period can be extended for two more years at the end of the three year provided excellent services are provided and prices offered by the ISP for next year are acceptable to Jamia Millia Islamia.
16. The link should be commissioned within 8 weeks from the date of purchase order. Standard LD for any delay in commissioning of the link shall be @5% per week for initial two weeks. Subsequently, the LD shall be @10% per week subject to maximum of 30%.
- 17 The following is to be added:

Note: Penalty on account of all parameters for a particular period can not be more than the total invoice amount.

The service availability will however not include the downtime resulting in whole or in part from one or more of the following causes:

- a) Any act or omission on the part of the JMI including but not limited to failure to notify the Customer care Desk of the vendor through the process defined by the Service provider and shared with JMI at the beginning of the contract.
- b) The failure of JMI's applications, equipment, or facilities.
- c) Refusal by JMI to allow testing or repair of Service or Service Equipment, including refusal to allow access to JMI's Premises to the service provider's personnel,
- d) JMI not providing stable power and the other infrastructure required for Service Equipment and/or CPE
- e) Events or occurrences that result in "No problem Found" Trouble Tickets duly agreed by JMI
- f) Trouble Tickets associated with new installations or upgrades
- g) JMI initiated change request in the service while the change request is under progress.
- h) Planned repairs, modifications or maintenance notified to JMI in advance,
- i) Unauthorized changes to Service Equipment or CPE made by JMI without notifying the Service Provider,
- j) Suspension of Service by the Company
- k) Force Majeure Events,

L) JMI scheduled maintenance

21. Downward revision of Prices: In case of satisfactory services of the ISP during the 3-years initial service period as assessed by JMI, the contract may be extended for additional two years, provided that the ISP offers a revised downward prices/enhanced bandwidth at the same price to JMI for the next two years based on the prevalent market rates while agreeing to the existing terms & conditions of the contract. Such an offer must be submitted by the ISP at least 1-quarter before the expiry of the 3-year year contract period.

JMI through an appropriate committee would examine the offer and may negotiate it further with the ISP and may decide to (i) accept the offered/negotiated prices/enhanced bandwidth or (ii) reject the offer and re-float the bid.

25. Termination of Agreement

In the event either Party has committed a material breach of any of the covenants, representations, warranties or other terms and conditions of this Contract or has materially defaulted in the performance of any of its obligations under this Contract, (provided that the non-breaching /non-defaulting Party has first given the other Party written notice of the grounds supporting the material breach or default and the breaching /defaulting Party has not cured, or has not commenced to cure in a reasonable manner and with all due speed, the material breach of default within thirty (30) days of receipt of such notice) the breaching / defaulting Party shall be held in default and the Contract shall be terminated by providing a notice.

JMI can terminate the agreement by giving 1 (one) month notice in case:

(i) The services are not found satisfactory for consecutive 3 SLA measurement period as agreed in SLA and for the reasons solely and directly attributable to the Bidder.

(ii) The Service Provider becomes bankrupt or is otherwise declared insolvent;

The Service Provider being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.

Bidder/Service provider can terminate the agreement by giving a 2-month notice to JMI under the below circumstances::

1. Non payment of dues (Dues would be normally cleared by JMI within 1-month time after receipt of the invoice with SLA reports)

2. Any breach/violations of regulatory norms and/or non permissible use of services

3. In case of any instructions of the regulatory authorities

In case, if services were rendered by the ISP during the notice period as per the terms of the tender, JMI will make the applicable payment for the services subject to the payment related clauses stipulated in this tender.

SCOPE OF WORK

Fifth bullet to be read as The ISP will be required to provide technical assistance during configuration of the Leased Line on UTM's interface.

Affidavit on Criminal Liability Section

2. That no case of any nature i.e. CBI, Criminal/Income Tax/ Sales Tax/ Blacklisting is pending against the firm at the time of submission of Tender which would have material adverse impact on any services provided by Bidder under the Tender.

Price Bid Schedule: 3. Installation/Configuration

(One Time Charges to be paid after completion of successful installation)

Option for 5-year prices dropped