Corrigendum dated 10.06.2016

Last Date of Bid Submission has been extended from 14.06.2016 to 05.07.2016

Name of work: Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Wi-Fi, Smart LED Street Light, City Surveillance, Command and Control Center in NDMC area in lieu of use of Street Light Poles for hosting Telecom Services and use of Right of Way (Row) for Laying Optical Fiber for Telecom Services.

Replies to the further queries / clarification raised

S.	RFP	Clause Description	Clarifications Sought/suggestion	Reply of the NDMC
No.	Section			
M/s	Indus Tow	ers Ltd.		
1.	3.5.16	All the assets created from day one as per Bill of Quantity (BOQ) will become the property of NDMC and the Concessionaire will not have any legal right on these assets, except optical fiber (excluding four pair	There are multiple impact of NDMC having legal rights on the assets: 1. Additional VAT, GST implication in case of ownership transfer through the sale which is not clear. Will NDMC pay the same? 2. Since the asset lies with NDMC, it can't be capitalized. Concessionaire can't claim depreciation on the asset and resulting in higher taxation to the extent of 33% for the concessionaire revenues making the business model unsustainable.	"All the assets created as per Bill of Quantity (BoQ), except (a) optical fibre excluding four pair of fiber for
		of fiber for NDMC		(b) raise/create any finances/obligations over such

		usage) and telecom	services and is eligible for CENVAT credit. If the	equipment/asset, or
		equipment of	asset ownership lies with NDMC, concessionaire will	(c) remove such equipment/asset during concession
		Concessionaire .	not be able to claim CENVAT credit. This will	period, however, the concessionaire may replace such
			increase concessionaire cash outflow towards	equipment/asset which will become defective with
			CAPEX.	equivalent or better specification equipment/asset."
			4. Insurance against theft, Damages, accidents will	
			not be possible as the asset lies with NDMC and	
			there is no insurable interest for the concessionaire.	
			All of this will lead to higher cash outflow for the	
			Concessionaire.	
			It is suggested that ownership of assets created to	
			rest with concessionaire and to be transferred only	
			after end of the concession period. NDMC may take	
			an undertaking that there will be no charge created	
			against these assets in favour of lenders.	
2.	Pre-Bid	The concessionaire	This is in contradiction to clause 3.1.6 in the RFP	Clause 3.5.30 will be read as follows:
	Replies,	is not allowed to	which means the concessionaire shall have the right	
	Page no	install any telecom	to create infrastructure to enable telecom services.	"The Concessionaire may install one telecom equipment
	130,	equipment on a	However, the clause added in pre-bid replies	of its own or of other telecom service provider on a pole,
	Clause	pole, except its	specifies the concessionaire to have its own telecom	considering the aesthetics and structural stability of the
	3.5.30	own telecom	equipment. It is assumed that concessionaire can	pole and surrounding areas. In case, the concessionaire
		equipment and	allow telecom service provides to install their	wants to install more than one telecom equipments of its
		equipment for	telecom equipment. Please clarify.	own on a pole or of other telecom service provider, in

		NDMC. The	It is to bring to your notice the telecom equipment	such case, the concessionaire shall replace such pole
		concessionaire can	are active equipment and are only telecom service	with a Pole (having features like telecom equipments
		share services of its	providers are permitted to procure as per DoT	fully concealed within the pole structure, etc.). The
		own telecom	guidelines and hence its ownership rests with them.	concessionaire shall get the design of such Pole approved
		equipment with	IP-1 companies like Indus Towers create and	from the NDMC considering the aesthetics and structural
		other entities. NDMC	provide telecom infrastructure services for the use	stability of the pole. The concessionaire is not allowed to
		reserves the right to	of telecom service providers.	install any telecom equipment on a pole, except (a) its
		use such poles for		own telecom equipments, (b) telecom equipments of
		any purpose.	Having this clause prohibits any companies other	other telecom service providers and (c) equipments for
			than Telecom Service Providers to participate in the	NDMC. NDMC reserves the right to use such poles for
			RFP.	any purpose, except installation of telecom equipments
			It is appropriated to delete / modification along 2.5.20	for commercial usage by private telecom service
			It is suggested to delete / modify the clause 3.5.30	providers."
			which has been added as part of pre-bid replies. The	
			intent of this clause could be to disallow	The other replies furnished in response to the queries
			concessionaire to lease out the pole to some other	raised in the pre-bid meeting held on 10.05.2016 may be
			party completely.	read in accordance with the amended clause 3.5.30 as
				mentioned above.
3.	Pre-Bid	NDMC Reply:	Our understanding of this clause is that NDMC has	Clause 3.4.3(ii) will be read as follows:
	Replies,		right to use Street Poles for any other purpose other	
	Page no	The Concessionaire	than allowing any entity to install telecom	"NDMC reserves the right to use existing street lighting
	59,	will have the rights	equipment. The concessionaire shall have exclusive	poles mentioned under clause 3.4.3(i) as well as high
	Query	to share services of	right to use the all the poles for enabling Telecom	mast poles for any purpose, except installation of
	181	its Telecom	Service Providers to provide their services. Please	telecom equipments for commercial usage by private
		infrastructure on	confirm.	telecom service providers, without damaging the
		poles with other		equipments installed by the Concessionaire on these
		telecom operators.	In case, NDMC has a different view than our	poles.
		Leasing of poles by	understanding, it will impact concessionaire revenue	

the concessionaire is	adversely and can render this project unviable for	NDMC reserves right to collect rental/user charges from
not allowed. The	the concessionaire.	those who have installed any equipments for any
concessionaire		purpose on such street light poles or high mast poles for
does not have any		period before the date of Go-Live of this project. Such
exclusive right		user/rental charges would be decided and collected by
over the poles	It is suggested that NDMC can use the pole for any purposes other than allowing any other entity to use street light poles for telecom related services.	NDMC based on market rate discovered from this RFP process (CAPEX, OPEX and concession fee quoted to be paid by the concessionaire under this RFP).
		NDMC reserves right to decide and collect rental/user/other charges, as decided from time-to-time by NDMC, for usage of the poles or high mast poles for any purpose, except installation of telecom equipments for commercial usage by private telecom service providers. From the date of Go-Live, the concessionaire may collect
		rental/user charges (to be decided on non-discriminatory basis and fair market price) from telecom service providers who have installed / proposed to install any telecom equipment on such street light poles or high mast poles.
		In case, the concessionaire will (a) decide such rental/user charges in a non-fair market price basis, or in a non-discriminatory manner, or (b) not allow any telecom service provider (eligible as per rules/regulations/ guidelines issued by Union Department of

4.	Pre-Bid Replies, Page no 130, Clause 3.5.30	In case, the concessionaire wants to install more than one telecom equipment of its own on a pole, in such case, the concessionaire shall get NDMC's prior approval considering the aesthetics (such as equipment fully concealed within the pole structure, etc.) and structural stability of the pole.	There are likely to be more than one equipment on one street light pole because of technical reasons to provide coverage in all directions. Also, concealing the same within the pole will make the pole structurally bulky thus raising the cost considerably. The concessionaire may be asked to show the design of the new pole before the installation. In view of the above, it is requested to delete this clause.	Telecommunication time-to-time) to install telecom equipments of such telecom service provider, then the aggrieved telecom service provider may file an appeal in writing before the Chairperson, NDMC alongwith a Demand Draft of Rs.10,000/- payable at New Delhi in the name of 'Secretary, New Delhi Municipal Council' within a period of three months from the date of action/reaction by which such telecom service provider is aggrieved. Chairperson, NDMC will act as an appellate authority in such cases. Chairperson, NDMC after (a) giving due opportunity of hearing to the concessionaire, and (b) considering the facts of the case and records in the matter, may dispose-of the appeal through passing a speaking order, as may deem just and proper." Refer reply at SI No. 2 above
5.	Pre-Bid Replies, Page no	As in NDMC area some companies had already installed	750 poles with Telecom Equipment is a large number for any telecom service provider. Having permissions to keep telecom equipment on such	Refer reply at SI No. 3 above

Query No 320	BTS/ microcell on pilot basis like Tata do-como in CP area, Reliance Jio on approx. 750 poles, Vodafone in Khan market etc. so we request you to clarify if these pole/area are also to be part of this rfp or not? If yes than will these services/contract be discontinued? If not it will not be viable for any concessionaire to participate in this RFP as these are the key area in NMDC which bidder in this RFP would also be inserted. We request you to provide concessionaire exclusive rights. All these existing contracts shall have to tie up with new	poles without the obligations towards NDMC as envisaged in the RFP is unfair to the concessionaire. This also reduces the monetization opportunities for the concessionaire because essentially such potential customer will have hardly any requirement left with 750 poles already acquired. This assumes a greater importance in a scenario where only 4-5 telecom service providers are likely to be around. It is suggested that each of the poles should be part of scope and exclusively for installing telecom equipment other than use by NDMC for its own purposes other than allowing any entity otherthan concessionaire for installing such equipment. In case telecom equipment are already installed on any such street light or high mast poles, the entity having such equipment must pay the concessionaire the charges as shared with the entity. The concessionaire shall make sure the pricing for such street light poles or high mast poles are non-discriminatory.	
	NDMC Reply: All these poles are part of this RFP. The concessionaire can install its telecom equipment on these		

		poles. There is no exclusive right of the concessionaire over		
6.	9	such poles. Punitive Clause	Request exclusions to SLA due to force majeure	(a) In Clause 13 Liquidated damages
			events, non-power availability of Power, national events or any other event not in control of the concessionaire.	The Liquidated Damages shall be capped at Rs. 12 (Twelve) crores per annum instead of Rs. 15 (fifteen) crores per annum.
			2. Request maximum SLA penalty to be capped at 10% of the total monthly financial bid amount.	(b) SLAs for LEDs and Cameras has been further modified as mentioned at Annexure 'A' to these replies.
			3. For important areas e.g. India Gate, Jantar Mantar etc regular events are conducted there and	
			for security reasons assets like cameras and Wi-Fi	
			are not going to be safe. Concessionaire shall not be held responsible for replacing such lost / uninstalled	
			/ damages assets.	
			It is requested to include above suggestions in the RFP.	
7.	General	General	Please confirm that there no other additional charges, taxes, municipal fee, levies etc. other than	Refer clause 6.6
			the financial bid amount to be paid towards the use	
8.	General	Last Date of Bid	of street light and high mast poles. Request extension of RFP submission date to 14th	Last date for submission of bids has been extended till
		Submission	July, 2016 because of the expansive nature of the	05 th July, 2016.
			project.	

M/s	Reliance Ji	io										
9.	5.2.3 SI.	It is not	clear wl	hich	It is	there	efore	reque	ested	that	compulsor	It is observed that the requirement of Labour Licence as
	No 6(e) -	labour	license	is	requirer	ment	of la	bour	license	in th	ne Eligibility	sought in specific requirements mentioned in SI. No. 6 of
	Labour	referred	here	by	criteria	may	kindly	be de	eleted	or else	e the clause	the table provided under Clause 5.2.3 may not be
	License	NDMC.			should	read	as	applica	ant/ a	ssociat	e/ principa	fulfilled at time of submission of bids, as labour licence
	requirem				employe	er.						(a) in case of consortium, will be obtained in the name of
	ent											the SPV which may be formed after selection of the
												consortium by the successful bidder, or (b) may be
												applied by the concessionaire on the basis of work
												awarded to it. In view of this, the requirement of Labour
												Licence as sought in SI. No. 6 of the table provided under
												Clause 5.2.3 is deleted from the Eligibility Criteria.
												Reply of NDMC to pre-bid query mentioned at SI. No. 48
												will be read as follows:
												"In specific requirements mentioned in SI. No. 6 of the
												table provided under Clause 5.2.3, after sub -clause (e),
												the following proviso is added: "Provided that in case of
												(d) and (e) above, if (i) ESI Registration; or (ii) EPF
												registration; is/are not available, then in such case an
												undertaking on a stamp paper of Rs.10 shall be provided
												stating that the same will be obtained within a period of
												two months from the date of signing of the agreement; "
												Documents Required mentioned in SI. No. 6 of the table
												provided under Clause 5.2.3 will be read as follows:
												"Copies of relevant(s) Certificates of Registration.
												Undertaking on stamp paper, if applicable.". "

				However, the concessionaire shall comply with all
				applicable laws, including labour laws, at any point of
				time throughout the concession period.
10.	NDMC	The list of high mast	Therefore it is requested that an enabling provision	Reply of NDMC to pre-bid query mentioned at Sl. No. 5
	Reply –	poles has not been	be made providing for replacement of such low	will be read as follows:
	S. No. 5	provided as	height High Mast poles with poles of more height,	
	Height	mentioned in the	preferably 25-30 Mtrs height; by the concessionaire.	"Concessionaire is allowed to use existing (as per list
	of Masts	reply to the pre bid		attached as Annexure 'B') High mast poles subject to
		query. As per our		prior approval of NDMC, statutory approvals and security
		internal survey		clearance. The concessionaire shall replace such High
		done; there are		Mast pole with a pole of similar height maintaining the
		about 100+ High		aesthetic look (such as equipments fully concealed within
		Mast Poles in NDMC		the pole structure, etc.) and requisite strength, intact. If
		area; and some of		the Concessionaire wants to replace the existing high
		these are of height		mast pole with a high mast pole of other height, it shall
		between 11-13		take (a) prior permission in writing from the NDMC
		Meters. It would not		before doing so, (b) statutory approvals, including prior
		be possible to have		approval from Delhi Urban Art Commission (DUAC), and
		optimum coverage		(c) security clearances, including from Delhi Police. The
		for Wifi/Telecom		concessionaire shall get the design of such high mast
		services using such		pole approved by NDMC. The concessionaire shall replace
		low height		the lightings of such high mast poles with basic LED
		poles/Masts.		lights (of same or higher lux level), in addition to the
				quantity specified in the RFP document. Installation and
				O&M of CCTV on such high mast poles shall be the
				responsibility of the concessionaire, if required by the
				NDMC. Installation and O&M of Wi-Fi on such high mast

				poles shall be the responsibility of the concessionaire."
11.	3.5.3-	NDMC has sought	Therefore it is requested that the concessionaire	No change in RFP.
	Captive	for captive Network	may be allowed to use the existing /proposed	
	Network	with 3 tier	infrastructure both for the NDMC and the	
	for	architecture solely	concessionaire services.	
	NDMC	for the purpose of		
		the NDMC. This will		
		not only result into		
		duplication of		
		infrastructure but		
		shall also lead to		
		complexity while its		
		operations and		
		maintenance.		
12.	NDMC		There is ambiguity in sharing of telecom	Refer reply at SI No. 2 above
	reply to		infrastructure by the concessionaire with other	
	queries		telecom infrastructure service providers. It is said	
	SI no.		that the concessionaire can share the telecom	
	181		infrastructure services with other telecom service	
			providers but the poles cannot be leased out. Hence	
			this needs more clarification.	
			We request you to kindly clarify.	
13	NDMC	It has been	We request you to kindly clarify the contradiction.	Clause 3.4.5 will be read as follows:
	reply to	mentioned in the		"Minimum space required for installation of Gateway,
	queries	reply to the pre bid		Switches, Routers etc. for NDMC services will be
	SI no.	query that no		provided free of cost by NDMC, subject to availability of

	105, 153	additional space		space.
	& 179	shall be provided		
		whereas in clause no		Minimum space required for installation of UPS for
		3.4.5 of the original		electric power back-up for services under this project
		RFP; provision for		may be provided by the NDMC free of cost, subject to
		minimum space has		availability of space. However, such enabling provision
		been mentioned.		for providing space for UPS will not create any right in
		Both are		any manner in favour of the concessionaire for getting
		contradictory in		such space from NDMC.
		nature.		
				The responsibility of security of any equipment, including
				UPS, installed by the concessionaire at any space
				provided by NDMC under this clause shall be of the
				concessionaire.
				Any Civil/Electrical work required will be the
				responsibility of the Concessionaire."
				No additional space will be provided to the
				concessionaire other than as mentioned in (a) amended
				clause 3.4.5, and (b) reply of NDMC to pre-bid query
				mentioned at SI. No. 105.
				All replies to pre-bid queries may be read in accordance
				with the above-mentioned modifications.
14.	NDMC	It has been	Therefore the request of providing API's free of cost	APIs for the following existing services/futuristic services
	reply to	mentioned that API's	may kindly be deleted & same may be dealt as per	(in form of a single project, part projects or multiple
	queries	are to be provided	clause No 3.5.6 of the RFP.	projects) to be provided by the concessionaire free of

S	SI no. 3,	by the		cost:	
4	l & 10	concessionaire free		(i)	Services related to City Surveillance, City Wi-Fi,
		of cost. Since the			Smart LED Street Lights, Central Command &
		futuristic services			Control Centre, optical fibre and data centre, as
		are not defined in			envisaged in this RFP document;
		the RFP, it will not		(ii)	Smart Parking solution in whole of the NDMC area;
		be possible for the		(iii)	Smart Grid & Energy Management Project,
		concessionaire to			including Smart electric metering;
		incorporate the cost		(iv)	24 x 7 Water Supply & Management Project,
		arising due to this in			including Smart water meters;
		the financial model.		(v)	e-Hospital Management System, and integrated
					public medical facilities;
				(vi)	NDMC 311 Citizens App, NDMC 311 Officers App,
					Smart information kiosks, Inventory and Assets
					Management App (by any name and all future
					versions of this app);
				(vii)	Smart Classroom project in all classes, labs, 360
					degree monitoring & healthcare of staff/students in
					NDMC and Navyug Schools, including virtual labs;
				(viii)	Smart Solid Waste Management solutions;
				(ix)	Application for tracking of vehicles of NDMC and
					vehicles used for NDMC on real-time basis;
				(x)	Applications for Smart Public Toilet Units
					/Community Public Units/Bus Queue Shelters
					/Pollution Monitors;
				(xi)	CCTVs other than as mentioned in the scope of
					work of this RFP.
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				APIs requirement for initiatives / services proposed in
				future by the NDMC, which are not mentioned above, will
				be dealt as per clause 3.5.6. Clause 3.1.5 and reply to
				pre-bid queries to be read as per modifications as
				mentioned above.
15.	NDMC	The clause saying	We request you to kindly delete this clause or	SI. No. 27 at Clause 15.5.2.2 will be read as follows:
	reply to	that all proposed	modify suitable for inclusion of all OEM's present in	"All proposed Cameras should be from single OEM and
	queries	Cameras should be	India as on date.	OEM should have Registration in India minimum from 10
	SI no. 78	from single OEM and		Years.
		OEM should have		
		registration in India		Provided that eight companies viz. Bosch, Honeywell,
		with minimum of 10		Tyco, Sony, Panasonic, Samsung, CISCO, Verint would
		years. This is		not to have Registration in India minimum from 10 Years
		restrictive in nature		as required above."
		and prohibits		
		bringing in advanced		
		technologically		
		advanced, proven		
		and quality products		
		for the desired		
		services.		
16.	Various	NDMC already has	We suggest that the O&M of all the NDMC services	No change in RFP.
	clauses	an established	as provided by the concessionaire should be	
	pertainin	network of divisional	managed by NDMC with specialized support given	
	g to O&M	and zonal offices	by the concessionaire. However the scope for	
		and technical	providing spares of 1.5% may remain with the	
		personnel in place	concessionaire.	
		for services like		

		Lighting, CCTV		
		maintenance control		
		& Command centre		
17.	RFP	The WiFi equipment	It is requested that NDMC should provide the	No change in RFP.
	Clause	are being installed	electricity to the Wifi Equipment's and should bear	
	No	to provide free of	the electricity charges towards the same.	
	3.4.3-	cost service to the		
	Electricit	citizens.		
	y for	At any given time		
	WiFi	and location, it is		
	equipme	assumed that the		
	nt	free wifi users will		
		be more then the		
		paid services.		
		The cost of		
		establishing		
		consumption of		
		electricity for the		
		WiFi equipment and		
		it recovery would		
		probably be more		
		than the		
		consumption charge		
		itself.		
18.	NDMC	There will be	It is requested that NDMC should increase the Free	No change from Pre bid reply.
	reply to	continuous	ROW to at least 200-250 Kms after the free 3 year	
	queries	expansion of the	period to maintain the network requirements and	
			•	

	SI no. 22	telecom services as	desired services during the entire concession period.	
		well increase in	This shall also eliminate the chances of any	
		bandwidth which is	ambiguity for differentiating free services for	
		to be given to NDMC	maintenance purpose.	
		with an increase in		
		10% on YoY basis;		
		hence this shall		
		require augmenting		
		the fibre network as		
		well during the		
		entire concession		
		period on regular		
		basis.		
19.	RFP	The NDMC has	Therefore, we recommend to have an arrangement	Refer reply at SI No. 1 above
	Clause	asked in RFP that	to transfer the same either at the end of concession	
	No	the ownership of	period or termination of agreement.	
	3.5.16 assets as created			
	and under the RFP for			
	reply to	NDMC will become		
	Pre bid	its property from		
	Query at	day one. In such		
	S. No	case the		
	127	concessionaire will		
		not be able to take		
		the depreciation of		
		the said assets and		
		other modalities		

		involved in the		
		process is not		
		detailed nor		
		explained.		
20.	RFP	It is mentioned that	Also we request that the concessionaire should also	No Change in RFP.
	Clause	no additional poles	be allowed to put additional poles at its own cost	
	No	shall be allowed	with same aesthetics; for providing 100% wifi	
	3.5.16	whereas in RFP at	coverage in the designated areas However this	
	and	clause No 3.4.10; it	should be in consultation and prior approval of	
	reply to	is mentioned that	NDMC and approved pole design and keeping the	
	Pre bid	any additional poles	aesthetics of the area.	
	Query at	required for CCTV		
	S. No 9	shall be installed by		
		NDMC at its own		
		cost. Since both are		
		contradicting, we		
		request clarification		
		on same.		
		Also we envisage		
		that the installation		
		of Wi Fi equipment's		
		only on street light		
		may not suffice the		
		100% Wifi Coverage		
		and desired		
		throughput based on		
		footfalls in certain		
		areas.		

M/s Microsoft		
21.	Inclusion of Public Cloud as preferred platform	No Change in RFP.
	Microsoft vide its queries had requested NDMC to	
	define its Cloud requirements as the RFP had	
	mentioned the need for having the Street Lighting	
	and command & control preferably to be cloud	
	based. The corrigendum released by NDMC	
	mentions that the cloud work is now deleted and the	
	entire infrastructure will be captive data centre	
	based. This is a very restrictive technology move for	
	NDMC considering that the smart cities worldwide	
	are forward looking to cloud and moving their entire	
	infrastructure on secure, sovereign Public cloud to	
	reduce captive IT infra costs, streamline cash flows	
	and to have flexibility to scale on demand, thus	
	ensuring business continuity. We strongly urge you	
	to allow the concessionaire to provide "Sovereign,	
	Secure Public Cloud" Services as NDMC's preferred	
	platform for query no. 335, 336, 338 & 339 of the	
	released corrigendum and also for the data centre	
	subject to SLAs. Recommendations on definition of	
	cloud enclosed as attachment. NDMC should look at	
	making Cloud as their preferred platform for all	
	smart city RFP's.	
22.	Open Standard Software	Reply of NDMC to pre-bid query mentioned at SI. No.
	Considering NDMC's need of having the ownership	340 will be read as follows:
	of all the infrastructure on day 1, Microsoft had	"All the software licenses to be quoted should be
	requested NDMC to ask for software licenses which	enterprise versions or open source based or open
		<u>'</u>

are enterprise versions, genuine, perpetual, full use and should provide patches, fixes, security patches and updates directly from the OEM. Microsoft also had requested NDMC to ask for the ownership of the IPR by the OEM of the software proposed and also seek an indemnification from the OEM for any claims etc protecting NDMC's interests in query no. 340 of the corrigendum mentioned above.

The response to his query mentioned Enterprise Grade/Open source software which points to very specific technology products and restricts participation of Microsoft and its partners in this RFP. It also comes across as NDMC's preference towards a certain technology and System Integrators will be compelled to look at only specific technology thus defeating the purpose of competitive bidding. Open Standards are supported by OEMs and is the common industry standard. We request you to kindly change the OPEN SOURCE word in query no. 340 to OPEN STANDARD thus opening up the platform for competitive bidding and modify the clause.

The clause may read as "All Software licenses quoted by the Concessionaire should be enterprise version, genuine, full use, open standard and should provide patches, fixes, security patches and updates directly from the OEM. All the licenses and support (updates, patches, bug fixes, etc.) shall be in the

standard based, genuine, perpetual, full use and should provide patches, fixes, security patches and updates directly from the OEM, if applicable. All the licenses and support (updates, patches, bug fixes, etc.) shall be in the name of NDMC."

	,		
		name of NDMC. The Concessionaire / OEM must	
		provide indemnification and indemnification must	
		over patent claims, copy right claims, legal fees and	
		damages claim. Concessionaire / OME must protect	
		NDMC from all such legal cost that may arise out of	
		any claim by a third party alleging intellectual	
		property infringement i.e. related to the all server /	
		client software."	
23.		Extension in Submission Deadline	Refer reply at SI No. 8 above
		Microsoft and our partners are very keen to put in a	
		quality comprehensive proposal and considering the	
		time to for partners to formalize the solutions and	
		build a quality proposal, we request an extension of	
		4 weeks from the date of new corrigendum.	
M/s	Airtel		
24.	15.4.1	Applicant has to ensure that the proposed Wi-Fi	No change in RFP.
		infrastructure is for NDMC services only, SP Wi-Fi	
		data offload is not allowed on the same. Only the	The concessionaire can off-load/up-load mobile data
		paid wi-fi plan can be created and sold to citizen	from telecom equipments installed by it, except from the
		over and above the free Wi-Fi SLA.	telecom equipments including Wi-Fi equipments installed
		Recommendation:	for NDMC, on the poles or high mast poles as covered
		Please allow mobile data off-load because the entire	under this RFP document in accordance with guidelines
		business case for TSPs will centre around mobile	issued by Department of Telecommunications,
		off-load and not having this would make the pay-	Government of India from time-to-time.
		back period that much more difficult.	
		We request that there is no restriction on mobile	
		data off-load.	

25.		As many of the equipment that are going to be	The Operation and Maintenance for 2261 CCTVs, and any		
		deployed has a end of life of 5 years, request you to	deviation upto 10%, as envisaged under this RFP		
		consider the O and M period of 5 years instead of 15	document shall be the responsibility of the		
		years.	concessionaire for a period of seven years from the date		
			of Go-Live. The Operation and Maintenance for all other		
			services/equipments etc. as envisaged in the RFP		
			document remains unchanged.		
26.		While the RFP date is postponed by two weeks, our	Refer reply at S. no. 8 above		
		request is to post pone it to June 30th as requested			
		earlier as well. Kindly consider.			
M/s S	//s Smart World & Communication BU(Larson & Toubro Itd.)				
27.		Considering the quantum of work involved, we as a	Refer reply at S. no. 8 above		
		system integrator working with multiple OEM's and			
		various technology solutions providers as required			
		in RFP.			
		We request you to kindly extend the due date of			
		submission by at least 4 weeks from the present			
		due date 14 th June 2016 to 14 th July 2016.			

ANNEXURE 'A' TO THE CORRIGENDUM DATED 10.6.2016

Table of SLA mentioned in clause 9.4 has been revised as follows:

"9.4 SLAs for CCTV Surveillance System and ANPR cameras (per camera hour)

Sr. No.	Uptime SLA (Quarterly)	Penalty values per qtr
1	Uptime up to 99%	No Deduction
2	Between 99% to 98%	Rs. 9 Lacs
3	Between 98% to 97%	Rs. 18Lacs
4	Between 97 % to 96%	Rs. 27 Lacs
5	Between 96% to 95%	Rs. 36 Lacs
6	Below 95%	Not acceptable. NDMC can terminate
		the Concession Agreement.

".

2Table of SLA mentioned in clause 9.6 has been revised as follows:

"9.6 SLAs for basic and semi-Advanced LED luminaries and their controller(s)

Sr. No	Uptime SLA (Quarterly)	Penalty values per qtr
1	Uptime up to 99%	No Deduction
2	Between 99% to 98%	Rs. 9 Lacs
3	Between 98% to 97%	Rs. 18 Lacs
4	Between 97 % to 96%	Rs. 27 Lacs
5	Between 96% to 95%	Rs. 36 Lacs
6	Below 95%	Not acceptable. NDMC can terminate
		the Concession Agreement.

".

Table of SLA mentioned in clause 9.7 has been revised as follows:

"9.7 SLAs for Advanced Street Lights and other systems not explicitly covered in specific SLAs

Sr. No	Uptime SLA (Quarterly)	Penalty values per qtr
1	Uptime up to 99%	No Deduction
2	Between 99% to 98%	Rs. 4.5 Lacs
3	Between 98% to 97%	Rs. 9 Lacs
4	Between 97 % to 96%	Rs. 13.5 Lacs
5	Between 96% to 95%	Rs. 18 Lacs
6	Below 95%	Not acceptable. NDMC can terminate
		the Concession Agreement.

".

ANNEXURE 'B' TO THE CORRIGENDUM DATED 10.6.2016

	S. NO.	LOCATION	QTY.	HEIGHT
ZONE-1	1	Kashmiri House Lane	1	12 Mtr.
	2	Kashmiri House Compound	1	12 Mtr.
	3	South Area Dhobi Ghat	1	12 Mtr.
	4	Police Compound	1	12 Mtr.
	5	Sunehri Bagh Dhobi Ghat	1	12 Mtr.
	6	Akbar Lane 33 Qtr	1	12 Mtr.
	7	Akbar Lane Park	1	12 Mtr.
ZONE-2	1	B Block Pandara Road	1	12 Mtr.
	2	C-I Pandara Park	1	12 Mtr.
	3	Khan Market (Cementary)	1	30 Mtr.
	4	Khan Market Parking	2	12 Mtr.
	5	Prithvi Raj Lane (Khan Market)	2	12 Mtr.
	6	Kaka Nagar	3	12 Mtr.
	7	Bapa Nagar	2	12 Mtr.
ZONE-3	1	Hanuman Mandir	2	20 Mtr.
	2	Bangla Sahib Park	1	30 Mtr.
	3	Jai Singh Road	1	30 Mtr.
	4	Windsor Place circle	1	30 Mtr.
	5	Janpath Mini Market	1	12 Mtr.
ZONE-4	1	Shankar Road	1	30 Mtr.
	2	RML Gole	1	30 Mtr.
	3	Birla Mandir Opp. Park	1	30 Mtr.
	4	N P Boys sr. sec. school	1	30 Mtr.
	5	Shivaji Stadium	1	30 Mtr.
	6	Gandhi Sadan	1	30 Mtr.
	7	Palika Place	1	20 Mtr.
	8	Raja Bazar (Model Park)	1	20 Mtr.
	9	Nathu ki Bagichi	1	12 Mtr.

	10	Harijan Basti	3	12 Mtr.
	11	750 D/S qtr park	1	12 Mtr.
	12	101 to 108 Block Raja Bazar	1	12 Mtr.
	13	70 to 74 Block Raja Bazar	1	12 Mtr.
	14	58, Kali Bari Appartment	1	12 Mtr.
	15	Palika Dham	1	12 Mtr.
	16	Sect-II Block 61 to 69	1	12 Mtr.
	17	P & T Colony	1	12 Mtr.
	18	D Sector	1	12 Mtr.
	19	C Sector	1	12 Mtr.
	20	Church G.P.O. Gole	1	20 Mtr.
	21	Andh Vididya	1	12 Mtr.
ZONE-5	1	Palika Bazar	1	30 Mtr.
	2	Palika Parking	1	30 Mtr.
	3	Babar Place	1	12 Mtr.
	4	Abul Fazal Road	1	12 Mtr.
	5	School Lane (Model School)	1	30 Mtr.
	6	School Lane (Lalit Hotel)	1	30 Mtr.
	7	Municiple Mkt, Bengali Mkt	1	12 Mtr.
	8	Sikandra Road	1	30 Mtr.
	9	Bhagwan Dass Road	1	30 Mtr.
	10	C-II Park Tilak Marg	1	12 Mtr.
	11	Mandi Gole	1	30 Mtr.
ZONE-7	1	Central Park Lodhi Colony	1	30 Mtr.
	2	Jor Bagh Road X-ing	1	12 Mtr.
	3	Khanna Mkt. in front Bhoj Restaurant	1	12 Mtr.
	4	Khanna Mkt, X-ing Nazal Khan Road	1	12 Mtr.
	5	Barat Ghar Aliganj Colony	1	12 Mtr.
	6	Infront of Gurudwara Aliganj Colony	1	12 Mtr.
	7	Near Shiv Mandir Aliganj Colony	1	12 Mtr.
	8	Infront of Sanatan Dharm Mandir B K Dutt Colony	1	12 Mtr.

	9	Dargah (Maszid) B K Dutt Colony	1	12 Mtr.
	10	Diversion Rd. Park B K Dutt Colony	1	12 Mtr.
	11	Atma Ram Bhutani Rd X-ing, Diversion Rd. Park opp. Palika kunj B K Dutt Colony	1	12 Mtr.
	12	Flyover opp DGCA B K Dutt Colony	1	12 Mtr.
	13	Jor Bagh Mkt. Near Booster Pump	1	20 Mtr.
	14	Jor Bagh Colony Near Fountain	1	12 Mtr.
	15	Infront of central park Golf Link Colony	1	12 Mtr.
	16	Sujan Singh Park Golf Link Colony	1	12 Mtr.
	17	Mosam Bhawan Golf Link Colony	1	12 Mtr.
	18	Lodhi Colony Block-21 Golf Link Colony	1	12 Mtr.
ZONE-9	1	Tomb Kidwai Nagar East	1	30 Mtr.
	2	Central Market Kidwai Nagar East	1	12 Mtr.
	3	Nauroji Nagar Market Central Park	1	20 Mtr.
	4	Sarojini Nagar Market Vivekanand Park	1	30 Mtr.
	5	Sarojini Nagar Market Keshav Park	1	30 Mtr.
	6	Sarojini Nagar Market D-BlockParking	1	30 Mtr.
	7	Babu Market, Sarojini Nagar	1	12 Mtr.
	8	Railway Reservation Centre, Sarojini Nagar	1	20 Mtr.
	9	Ist Cross Road, I-Avenue, Sarojini Nagar	1	12 Mtr.
	10	IIIrd Cross Road, I-Avenue, Sarojini Nagar	1	12 Mtr.
	11	Ring Road Market, Sarojini Nagar	1	20 Mtr.
	12	DG Park, Sarojini Nagar	1	12 Mtr.
	13	Sarojini Nagar Post Office	1	12 Mtr.
	14	Arya Samaj Mandir, Sarojini Nagar	1	12 Mtr.
	15	A-Block, Pillanji Village, Sarojini Nagar	1	12 Mtr.
	16	Navyug School, I-Block, Sarojini Nagar	1	30 Mtr.
	17	P&T Colony, Sarojini Nagar	1	12 Mtr.
	18	Near Mini Market, Laxmi Bai Nagar	1	12 Mtr.
	19	R/A Near Qtr. No. 500, Laxmi Bai Nagar	1	12 Mtr.
	20	Sanatan Daham Mandir, Laxmi Bai Nagar	1	12 Mtr.
	21	Laxmi Bai Nagar Market R/A	1	12 Mtr.

	22	Market Netaji Nagar	1	30 Mtr.
	23	Subhash Park, Netaji Nagar	1	12 Mtr.
	24	Jhanda Park, Netaji Nagar	1	20 Mtr.
	25	R/A between G&F Block, Netaji Nagar	1	12 Mtr.
	26	Africa Avenue R/A near Leela Palace Hotel	1	20 Mtr.
	27	Palika Bhawan, Netaji Nagar	1	12 Mtr.
	28	Near Sandhya, Netaji Nagar	1	12 Mtr.
	29	Opp. Palika Bhawan near Qtr. No. 2496 in Park	1	12 Mtr.
	30	Near Qtr. No. D-827, Netaji Nagar	1	12 Mtr.
	31	At T-Point of A-Block, Netaji Nagar at Sudhir Tyagi Marg	1	12 Mtr.
	32	Dashera Park Pillanji	1	16 Mtr.
	33	JJ Camp, Harijan Basti, A.R. Dairy	1	12 Mtr.
ZONE-10	1	Sanjay Camp (Behind Singapore Embassy)	2	30 Mtr.
	2	Nyaya Marg Panchsheel Marg round about	1	16 Mtr.
	3	Begum Zaidi Market, Moti Bagh	1	16 Mtr.
	4	"E" Block Moti Bagh near Barat Ghar	1	12 Mtr.
	5	Moti Bagh CPWD Enquiry	1	12 Mtr.
	6	Moti Bagh Pump House	1	16 Mtr.
	7	Moti Bagh North West Type-II & III Qtr.	1	16 Mtr.
	8	Basrurkar Market	1	16 Mtr.
	9	North West Moti Bagh near Ring Road	1	16 Mtr.
	10	Shanti Vihar Camp (Madrasi Camp)	1	12 Mtr.
	11	North West Moti Bagh (Near Park)	1	12 Mtr.
	12	99 Quarter NDMC Flat Moti Bagh	1	12 Mtr.
	13	Malcha Marg	2	12 Mtr.
	14	I.B. Colony	1	12 Mtr.
	15	Moti Bagh "D" Block	1	12 Mtr.
	16	Viveka Nand Camp	1	12 Mtr.
ZONE-PMH	1	Vinay Marg Satya Marg Gole	1	12 Mtr.
	2	B.R. Camp	1	12 Mtr.
	3	Police Line Ashoka	1	12 Mtr.

4	Panchsheel Marg Shanti Path round about	1	30 Mtr.
5	Kautilya Marg	1	30 Mtr.
	TOTAL	134	
