

भारत सरकार/GOVERNMENT OF INDIA
अंतरिक्ष विभाग/DEPARTMENT OF SPACE
उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/NORTH EASTERN SPACE APPLICATIONS CENTRE
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CORRIGENDUM-IV

Please refer to our NIT No. NESAC/750/2016, dated 16.09.2016 (Revival & Sustenance of North Eastern States Tele-education Network). We hereby amend the NIT to the extend indicated below:

| In Place of | | | | To be read as | | | |
|---|--|--|------------------|--|--|--|------------------|
| Appendix-A 5.0 Penalty/LD clause | | | | Appendix-A 5.0 Penalty/LD clause | | | |
| Sl. No | Activity Description | Remarks | Compliance (Y/N) | Sl. No | Activity Description | Remarks | Compliance (Y/N) |
| 5.1 | Penalty Clause: (Hub & Teaching end) • The down time is 15 (Fifteen) working days for the Hub & Teaching End of respective networks. • The faults reported/lodged from the user must be attended and repaired within 15 (Fifteen) working days from the date of lodging of complaint. • For each subsequent day of delay after 15 (Fifteen) working days from the date of lodging the complaint, 0.2% of quarterly AMC value per day will be recovered from the bill with ceiling of 10% of quarterly AMC value of respective hub and teaching end. | If the delay is due to unforeseen circumstances or on the part of Nodal agency's side, penalty clause will not be applied. | | 5.1a | Penalty Clause: (Hub & Teaching end) • The down time is 15 (Fifteen) working days for the Hub & Teaching End of respective networks. • The faults reported/lodged from the user must be attended and repaired within 15 (Fifteen) working days from the date of lodging of complaint. • For each subsequent day of delay after 15 (Fifteen) working days from the date of lodging the complaint, 0.2% of quarterly AMC value per day will be recovered from the bill with ceiling of 10% of quarterly AMC value of respective hub and teaching end. | If the delay is due to unforeseen circumstances or on the part of Nodal agency's side, penalty clause will not be applied. | |
| | | | | 5.1b | In case of operationalization of Hubs, the timelines as indicated in para 2.1 shall be adhered to. In case of delay in operationalization of a particular Hub, penalty will be applied as per provision in para 5.1a, considering the delay as down time. However, the hub AMC shall start only from the date of actual recommissioning of the Hub duly accepted by NESAC. | | |
| 5.2 | Penalty Clause (SITs): • The down time is 15 (Fifteen) working days for SITs. • The faults reported/lodged from the user must be attended and repaired within 15 (Fifteen) working days from the date of lodging of complaint. • For each subsequent day of delay after 15 (Fifteen) working days from the date of lodging the complaint, 0.2 % of quarterly CAMC value per day will be recovered from the bill with ceiling of 10 % of quarterly CAMC value of respective hub and teaching end. | | | 5.2a | Penalty Clause (SITs): • The down time is 15 (Fifteen) working days for SITs. • The faults reported/lodged from the user must be attended and repaired within 15 (Fifteen) working days from the date of lodging of complaint. • For each subsequent day of delay after 15 (Fifteen) working days from the date of lodging the complaint, 0.2 % of quarterly CAMC value per day will be recovered from the bill with ceiling of 10 % of quarterly CAMC value. | | |
| | | | | 5.2b | As per RFP para 2.6, 180 SITs have to be commissioned within 4 months. In case all 180 SITs are not commissioned within the stipulated period, penalty for such SITs shall be recovered in accordance with the downtime clause stipulated at 5.2a once these are commissioned and taken under CAMC. The penalty shall be applied @0.2% per day subject to maximum of 10% of quarterly CAMC value such delayed SITs. | | |
| | | | | 5.2c | For the next batch of balance SITs out of 350, for which the "go-ahead" will be given by NESAC separately, the same schedule shall be adhered to (Four months after go-ahead) and penalty clause as above shall also be applicable. | | |
| Appendix-A ANNEXURE - 8 INSTRUCIONS TO TENDERERS | | | | Appendix-A ANNEXURE - 8 INSTRUCIONS TO TENDERERS | | | |
| 6. EXTENSION OF TIME: As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof. | | | | 6. EXTENSION OF TIME: As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover penalty as per Penalty clauses 5.0 (which include paras 5.1a, 5.1b, 5.2a, 5.2b and 5.2c)". | | | |

Other as stated in Appendix-A remain unaltered.

Dated:14.10.2016

Sd/-
 निदेशक, एनईसैक / Director NESAC