

**Corrigendum No. 01 against RFP No. 01/CEO/CHIPS/SKY/2017**

Sr. No	Section/ Clause/ Annexure No., Page No.	Existing Section/ Clause/ Annexure	Amended Section/ Clause/ Annexure
01	Section 6.1 at Page No. 17	<p>The Successful Bidder in this bid would be provided with free Right of Way (RoW) for laying optical fibre cable in the state of Chhattisgarh other than where it involves national highways, railways property or passage through forests. Reinstatement expenses, however, will have to be borne by the Successful Bidder. This free RoW will apply to all Cell-Sites covered under the Final Network Augmentation Plan (F-NAP) and erected during the term of the project ending March 2019.</p>	<p>The Successful Bidder in this bid would be provided with free Right of Way (RoW) for laying optical fibre cable in the state of Chhattisgarh other than where it involves national highways, railways property or passage through forests. Reinstatement expenses, however, will have to be borne by the Successful Bidder. This free RoW will apply to all Cell-Sites covered under the Final Network Augmentation Plan (F-NAP) and erected during the Term of the Project ending March 2020.</p> <p>In the event of a delay in the Applicable Permits/ Approvals which are required to be issued by a Government Authority (other than CHiPS itself) in relation to the rent-free Cell Sites, the Contractor shall be entitled to extension of time in accordance with the terms of the Agreement. However, notwithstanding anything contained herein, such extension of time in respect of the Milestones Schedule (set out under the Agreement) shall be granted only upon furnishing of documentary evidence by the Contractor, or otherwise to the satisfaction of CHiPS, that such delay has occurred; and the final discretion shall in this regard lie with CHiPS.</p>
02	Annexure – XXI, Page 105	<p>Service Level Agreement:</p> <p>Other Critical Activities:</p>	<p>Service Level Agreement:</p> <p>Other Critical Activities:</p>

Sr. No	Section/ Clause/ Annexure No., Page No.	Existing Section/ Clause/ Annexure	Amended Section/ Clause/ Annexure
		<ul style="list-style-type: none"> <li>All requests pertaining to RoW and rent free sites must be submitted within 45 days of signing of the Agreement.</li> </ul>	<ul style="list-style-type: none"> <li>All requests pertaining to RoW and rent free sites must be submitted within 45 (forty-five) days of signing of the Agreement. In the event of a delay in the Applicable Permits/ Approvals (as defined under the Agreement) which are required to be issued by a Government Authority (other than CHiPS itself), as defined under the Agreement, in relation to the rent-free Cell Sites, the Contractor shall be entitled to extension of time in accordance with the terms of the Agreement. However, notwithstanding anything contained in herein, such extension of time in respect of the Milestones Schedule (as defined under the Agreement) shall be granted only upon furnishing of documentary evidence by the Contractor, or otherwise to the satisfaction of CHiPS, that such delay has occurred; and the final discretion shall in this regard lie with CHiPS.</li> </ul>
03	Section 5 Minimum Specifications of the Smartphones for Category - I, Page 15	Digital Zoom 4X (Rear and Front)	Digital Zoom 4X (Rear)
04	Annexure V 'Smartphone specifications for category-I' at Page No. 57	Digital Zoom 4X (Rear and Front)	Digital Zoom 4X (Rear)
05	Section 5 Minimum Specifications of the Smartphones for Category - II, Page 15	Digital Zoom 4X (Rear and Front)	Digital Zoom 4X (Rear)
		Wi-Fi – IEEE 802.11 b/g/n/ac with hot-spot feature	Wi-Fi – IEEE 802.11 b/g/n with hot-spot feature

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06	Annexure V 'Smartphone specifications for category - II' at Page No. 59	Digital Zoom 4X (Rear and Front)	Digital Zoom 4X (Rear)
		Wi-Fi – IEEE 802.11 b/g/n/ac with hot-spot feature	Wi-Fi – IEEE 802.11 b/g/n with hot-spot feature
07	Annexure – VIII Scope of Work, Section 12.1, Page 65, 4 <sup>th</sup> point	The network technology and band through which the Successful Bidder will provide mobile voice and data services – must be 3G (UMTS 900, UMTS 2100).	The network technology and band through which the Successful Bidder will provide mobile voice and data services – must be 3G (UMTS 900, UMTS 2100) or higher commercial bands with 2G support. Smartphone network support and network augmentation technology should be uniform and support each other e.g. If the Successful Bidder proposes 3G network service for areas to be covered under SKY Project, then all the Smartphones should have 3G compatibility with 2G support. Further, if the Successful Bidder proposes 4G network service for areas to be covered under SKY project, then all the Smartphones should have 4G compatibility with 2G support.
08	Annexure X, Sr. No. 1a at Page No. 82	Single Bidder/all members in case of consortium should be a Registered company under Companies Act 1956/2013 and existing for the past 03 years in India.	Single Bidder/all members in case of the Consortium should be a registered company under Companies Act 1956/2013 or a partnership firm under the Indian Partnership Act, 1932; and should be in existence since the past 3 (three) years in India.
09	Annexure X, Sr. No. 8 at Page No. 83	The Bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of the INR 30,00,00,000/- (INR Thirty Crore only) – Online payment on e-Procurement site.	Online payment on e-Procurement site or in the form of a bank guarantee as per Clause 1.3.1, with a validity of 180 (one hundred and eighty) days and a claim period of 60 (sixty) days and further, the submission shall be in accordance with the e-procurement guidelines mentioned at Annexure II.

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10	Annexure XX, Sr. No. 'a' at Page No. 103	Invoice may be raised on monthly basis or upon clocking distribution of minimum 5,00,000 (5 lakh) Smartphones.	Invoice may be raised on weekly basis or upon clocking distribution of minimum 1,00,000 (1 lakh) Smartphones.
11	Annexure XI, Sr. No. 07 at Page No. 85	Last Date and Time for Submission of Bids – Monday, January 08, 2017 till 1500 hrs	Last Date and Time for Submission of Bids – Monday, January 15, 2018 till 1500 hrs
12	Annexure XI, Sr. No. 08 at Page No. 85	Date and Time of Opening of Qualification Bid – Monday, January 08, 2017 till 1500 hrs	Date and Time of Opening of Qualification Bid – Monday, January 15, 2018 till 1700 hrs
13	Annexure XI, Sr. No. 09 at Page No. 85	Date and Time of Price Bid opening – Wednesday, January 10, 2017	Date and Time of Price Bid opening – Wednesday, January 17, 2018 at 1500 hrs
14	Annexure XXI, 'Network augmentation' at Page No. 105	For any delay in erection of a Cell site of more than 90 (ninety) days from the date finalized in the agreed F-NAP, every 1 week delay shall incur a penalty amount of 0.5% of the cost of 1000 Smartphones. Penalty amount = (0.5%) * (Unit price of Smartphone [Category 1] * 1000) * (No. of weeks delayed after 90 (ninety) days of scheduled date as per F-NAP) * (No. of towers delayed).	For any delay in erection of a Cell site of more than 90 (ninety) days from the date finalized in the agreed F-NAP, shall incur a penalty amount of 0.05% (zero point zero five percent) , per week of the cost of 1000 (one thousand) Smartphones. Penalty amount = (0.05%) * (Unit price of Smartphone [Category 1] * 1000) * (No. of weeks delayed after 90 (ninety) days of scheduled date as per F-NAP) * (No. of towers delayed).
15	Annexure VIII, section 12.1 at Page No. 66	Government land and government building roofs on rent free lease, wherever possible for the tower erection in areas which are uncovered by that operator. The duration for rent free (rent waiver) Cell Site will be 02 years from the signing of the lease deed. Post the completion of lease duration of 02 years, the rent rates applicable will be as per prevailing rates of the concerned Government Departments.	Government land and government building roofs on rent-free lease (subject to the below), wherever possible, for the erection of tower in areas which are uncovered by such concerned operator. The waiver on rent for such Cell Site shall be for a limited period of 10 (ten) years from the execution of the lease deed in respect of such land for the Cell Site. Upon the expiry of the aforesaid period of 10 (ten) years, the rent rates applicable will be as per Land Allotment Rules notified and amended from time to time and accordingly, the applicable rent determined in accordance therewith (or otherwise, as per the Applicable Laws or the bye-laws

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			of CHiPS or the discretion of CHiPS, as applicable in the same priority) shall be payable by the Contractor including bearing of the costs involved in renewal(s) of the term of such lease deed, if any (as regards which renewal, the final discretion shall lie with CHiPS).
16	Section 6.2 at Page No. 17	To facilitate better network connectivity in target areas identified for Smartphone distribution, the State Govt. shall facilitate access to rent free Govt. land or building premises to the successful bidder for deploying it rural cell sites through a 02 (two) year lease valid from the date of signing of the lease agreement. For this, the Bidder shall provide CHiPS with a minimum of 03 location options as mentioned in Annexure XXIX for every identified area for installation of its Cell Site. CHiPS would then facilitate the leasing of the most viable site out of the 03 (three) shared locations to the Bidder to the specifications of 50 X 50 sq. ft. for ground based towers and 35 X 35 sq. ft. for roof top towers. Post the completion of the lease duration of 02 years, the rent rates applicable will be as per prevailing rates of the concerned Government Departments.	<p>To facilitate better network connectivity in target areas identified for Smartphone distribution, the State Government shall facilitate access to rent-free Government land or building premises to the Successful Bidder for setting up of the rural Cell Sites. The waiver on rent for such Cell Site shall be for a limited period of 10 (ten) years from the execution of the lease deed in respect of such land for the Cell Site. In respect of the aforesaid location, the Successful Bidder shall provide to CHiPS with a minimum of 03 (three) options as mentioned in Annexure XXIX for each identified area for installation of the aforesaid Cell Site. CHiPS shall facilitate the leasing of the most viable of the options/sites out of the aforesaid 3 (three) options, as per the following specifications: of 50 X 50 sq. ft. for ground based towers and 35 X 35 sq. ft. for roof top towers.</p> <p>Upon the expiry of the aforesaid period of 10 (ten) years, the rent rates applicable will be as per Land Allotment Rules notified and amended from time to time and accordingly, the applicable rent determined in accordance therewith (or otherwise, as per the Applicable Laws or the bye-laws of CHiPS or the discretion of CHiPS, as applicable in the same priority)</p>

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			shall be payable by the Contractor including bearing of the costs involved in renewal(s) of the term of such lease deed, if any (as regards which renewal, the final discretion shall lie with CHiPS).
17	Annexure VIII, section 12.1 at Page No. 65	The Successful Bidder will submit list of all government sites proposed for Cell Site set up as approved by CHiPS within 45 days of signing of the Agreement. CHiPS will organise signing of lease deed for rent free government site after the receipt of such list. The duration for rent free Cell Site will be 02 years from the date of signing of the lease deed. Post the completion of lease duration of 02 years, the rent rates applicable will be as per prevailing rates of the concerned Government Departments.	The waiver on rent for such Cell Site shall be for a limited period of 10 (ten) years from the execution of the lease deed in respect of such land for the Cell Site. Upon the expiry of the aforesaid period of 10 (ten) years, the rent rates applicable will be as per Land Allotment Rules notified and amended from time to time and accordingly, the applicable rent determined in accordance therewith (or otherwise, as per the Applicable Laws or the bye-laws of CHiPS or the discretion of CHiPS, as applicable in the same priority) shall be payable by the Contractor including bearing of the costs involved in renewal(s) of the term of such lease deed, if any (as regards which renewal, the final discretion shall lie with CHiPS).
18	Annexure VIII, Section 12.1 at Page No. 66	Refer the below point under heading 'Government of Chhattisgarh and CHiPS shall provide the following support to the Successful Bidder' <ul style="list-style-type: none"> <li>• Government land and government building roofs on rent free lease, wherever possible for the tower erection in areas which are uncovered by that operator. The duration for rent free (rent waiver) Cell Site will be 02 years from the signing of the lease deed. Post the completion of lease duration of 02 years, the rent rates applicable will be as per prevailing rates of the concerned Government Departments</li> </ul>	Refer the below point under heading 'Government of Chhattisgarh and CHiPS shall provide the following support to the Successful Bidder' : <ul style="list-style-type: none"> <li>• To facilitate better network connectivity in target areas identified for Smartphone distribution, the State Government shall facilitate access to rent-free Government land or building premises to the Successful Bidder for setting up of the rural Cell Sites. The waiver on rent for such Cell Site shall be for a limited period of 10 (ten) years from the execution of</li> </ul>

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			<p>the lease deed in respect of such land for the Cell Site. In respect of the aforesaid location, the Successful Bidder shall provide to CHiPS with a minimum of 03 (three) options as mentioned in Annexure XXIX for each identified area for installation of the aforesaid Cell Site. CHiPS shall facilitate the leasing of the most viable of the options/sites out of the aforesaid 3 (three) options, as per the following specifications: of 50 X 50 sq. ft. for ground based towers and 35 X 35 sq. ft. for roof top towers.</p> <p>Upon the expiry of the aforesaid period of 10 (ten) years, the rent rates applicable will be as per Land Allotment Rules notified and amended from time to time and accordingly, the applicable rent determined in accordance therewith (or otherwise, as per the Applicable Laws or the bye-laws of CHiPS or the discretion of CHiPS, as applicable in the same priority) shall be payable by the Contractor including bearing of the costs involved in renewal(s) of the term of such lease deed, if any (as regards which renewal, the final discretion shall lie with CHiPS).</p>
19	Section 6.3 at Page No. 18	The Successful Bidder may provide payment bank service /mobile wallet through the Smartphone. The bidder may ensure SIM locking for a maximum period of 01 year from the date of activation of the SIM.	The Successful Bidder may provide payment bank service /mobile wallet through the Smartphone. The bidder may ensure SIM locking for a maximum period of 02 (two) years from the date of activation of the SIM.
20	Annexure – VIII, Page 64, point iii, Sr. No. 'c'	The successful bidder may provide payment bank service /mobile wallet through the smartphone. The Successful Bidder may provide payment bank service /mobile wallet through the Smartphone. The bidder	The Successful Bidder may provide payment bank service /mobile wallet through the smartphone. The Successful Bidder may ensure SIM locking for a

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		may ensure SIM locking for a maximum period of 01 year from the date of activation of the SIM.	maximum period of 02 (two) years from the date of activation of the SIM.
21	Annexure – VIII, Section 12.2, Page 68, Sr. No. iii	<p>Data Pack, Calling Minutes and Payment Bank</p> <p>The successful bidder may provide payment bank service /mobile wallet through the smartphone. The Successful Bidder may provide payment bank service /mobile wallet through the Smartphone. The bidder may ensure SIM locking for a maximum period of 01 year from the date of activation of the SIM.</p>	<p>Data Pack, Calling Minutes and Payment Bank</p> <p>The Successful Bidder may provide payment bank service /mobile wallet through the smartphone. The Successful Bidder may ensure SIM locking for a maximum period of 02 (two) year from the date of activation of the SIM.</p>
22	Annexure XVII at Page No. 98	Present GST Rates i.e. 18% should be considered for filling the above table	<p>Present GST Rates i.e. 12% (twelve percent) should be considered for filling the above table</p> <p>Add 4<sup>th</sup> point under the heading ‘Please note the following’: 4. Any upward/ downward revision in GST rates will be borne by CHiPS</p>
23	Section 6.4 at Page No. 18	The Successful Bidder is required to provide the Smartphones with a separate, pre-installed (custom) platform (on the lines of an Apple App Store or Google Play Store) for eGov /other applications to be provided by CHiPS which will also need to be pre-installed on each Smartphone by the Bidder. The Bidder will reserve at-least 01 GB storage for the use by this platform and proposed applications. The platform will carry custom branding to be approved by CHiPS. Through these apps, the citizens would be able to avail Government services/ benefits on their Smartphone and will also get notifications about the concerned services/ benefits. The platform will also be available for download	The Successful Bidder is required to provide the Smartphones with a separate, pre-installed (custom) platform (on the lines of an Apple App Store or Google Play Store) for eGov /other applications to be provided by CHiPS which will also need to be pre-installed on each Smartphone by the Bidder. The bidder would follow all guidelines while setting up the platform, as per the Good Industry Practices for ensuring digital accessibility inclusion in the platform. The same can be referred from guidelines for Indian Government Website and the latest Web Content Accessibility Guidelines (WCAG) developed by the World Wide Web Consortium; and other guidelines/standards



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		through public platforms like Google store/ Apple store by other citizens who are not beneficiaries of CG-SKY.	prescribed by the World Wide Web Consortium as may be relevant, in addition to guidelines as well as The Rights of Persons with Disability Acts, 2016 (as may be amended from time to time). The Successful Bidder shall reserve at-least 01 GB storage for the use by this platform and proposed applications. The platform will carry custom branding to be approved by CHiPS. Through these apps, the citizens would be able to avail government services/ benefits on their Smartphone and will also get notifications about the concerned services/ benefits. The platform will also be available for download through public platforms like Google store/ Apple store by other citizens who are not beneficiaries of CG-SKY.
24	Annexure X, 'Eligibility Criteria', Sr. No. 06	<p>The Single Bidder/ Smartphone Supplier (part of consortium) should submit valid undertaking letter for Hardware and System Software confirming following:</p> <p>a) The proposed devices shall not have end of sale and end of support till July 31, 2019</p> <p>The proposed devices shall be commercially available in the market before the distribution of the Smartphones</p>	<p>The Single Bidder/ Smartphone Supplier (part of consortium) should submit valid undertaking letter for Hardware and System Software confirming following:</p> <p>a) The proposed devices shall not have end of sale and end of technical/customer support till March 31, 2020; and</p> <p>b) The proposed devices shall be commercially available in the market before the distribution of the Smartphones.</p>
25	Annexure – VI, 'Commitment Letter For Support From Smartphone Supplier', Page 60	I / We ..... hereby commit and confirm that the Smartphone models proposed for CG SKY will not reach end of sale and end-of-	I / We ..... hereby commit and confirm in respect of the Smartphone models proposed for CG SKY, that I/we shall perform

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		support till at least July 31st, 2019.Product shall be commercially available in the market before the distribution of the Smartphones.	my obligations set out under the RFP and the Agreement to the fullest; and accordingly, I/we warrant that the sale and distribution of the Smartphones, the services in relation thereto as set out under the RFP and the Agreement and the technical/customer support provided in respect of the Smartphone and end-of-support till at least March 31, 2020. The Smartphones shall be commercially available in the market before the distribution of the Smartphones.
26	Clause 12.7, 'Aftersales Service', Page 79	Refer Sr. No. under 'Service Centre' sub-heading <ul style="list-style-type: none"> <li>• The Service centre must be operational within 50 (fifty) days of signing of the Agreement and shall be functional at least till July 31, 2019</li> </ul>	The Service centre must be operational within 50 (fifty) days of execution of the Agreement and shall be functional at least till March 31, 2020
27	Clause 4.23, Page 44	[Additional Clause]	<p><b>4.23. Mobilization Advance and Advance Bank Guarantee (ABG)</b></p> <p>4.23.1. CHiPS shall pay to the Contractor, an interest-free advance amount of INR 50,00,00,000 (<i>Rupees fifty crore only</i>) for the purposes of mobilization of the scope of work as set out hereunder/the Agreement ("<b>Mobilization Advance</b>"). In this regard, the Successful Bidder/Contractor shall furnish to CHiPS, within 07 (seven) days from the date of release of the Mobilization Advance, from a nationalized or scheduled bank, an unconditional and irrevocable advance bank guarantee of the value of 110% (one</p>

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			<p>hundred and ten percent only) of the Mobilization Advance, valid till 18 months from the date of issuance thereof and having a claim period of 90 (ninety) days thereafter (“<b>ABG</b>”), provided as per Annexure XV (with the requisite modifications as per this clause) and to the satisfaction of CHiPS. The Mobilization Advance shall be adjusted by CHiPS on a pro-rata basis from payments that are made by CHiPS to the Successful Bidder/Contractor in accordance with the terms of the Agreement. Accordingly, the ABG shall be released by CHiPS upon set-off of the entire Mobilization Advance from the payments to be made by CHiPS to the Successful Bidder/Contractor as per the terms of the Agreement; and in this regard, the format as provided under Annexure XV shall be used by the Successful Bidder/Contractor, along with necessary modifications and references to as regards the ABG in accordance with this Clause 5.2 and to the satisfaction of CHiPS in this regard.</p> <p>4.23.2 In the event of pre-mature termination of the Agreement prior to the expiry of the term thereof on account of a Contractor’s event of default under the Agreement, the Mobilization Advance shall be deemed to be as an interest-bearing advance and the Successful Bidder/Contractor shall be liable to pay interest to CHiPS on the Mobilisation Advance calculated at the rate of 12% (<i>twelve percent</i>) per annum of the Mobilization Advance, which shall be</p>

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			compounded quarterly. Such obligation of the Successful Bidder/Contractor shall survive the termination of the Agreement.
28	Annexure XXXI, Page 126	[Additional Clause]	<p><b>35. Mobilization Advance and Advance Bank Guarantee</b></p> <p>35.1. CHiPS shall pay to the Contractor, an interest-free advance amount of INR 50,00,00,000 (Rupees <i>fifty crore only</i>) for the purposes of mobilization of the scope of work as set out hereunder/the Agreement (“<b>Mobilization Advance</b>”). In this regard, the Successful Bidder/Contractor shall furnish to CHiPS, within 07 (seven) days from the date of release of the Mobilization Advance, from a nationalized or scheduled bank, an unconditional and irrevocable advance bank guarantee of the value of 110% (one hundred and ten percent only) of the Mobilization Advance, valid for a period of 18 months from the date of issuance thereof and having a claim period of 90 (ninety) thereafter (“<b>ABG</b>”), provided in the form and format as per Annexure XV (with the requisite modifications as per this clause) and to the satisfaction of CHiPS. The ABG shall be released by CHiPS upon set-off of the entire Mobilization Advance from the payments to be made by CHiPS to the Successful Bidder/Contractor under the Agreement.</p> <p>35.1.1 In the event of pre-mature termination of the Agreement prior to the expiry of the term thereof on</p>

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			account of a Contractor's event of default under the Agreement, the Mobilization Advance shall be deemed to be as an interest-bearing advance and the Successful Bidder/Contractor shall be liable to pay interest to CHiPS on the Mobilisation Advance calculated at the rate of 12% ( <i>twelve percent</i> ) per annum of the Mobilization Advance, which shall be compounded quarterly. Such obligation of the Successful Bidder/Contractor shall survive the termination of the Agreement.

### Corrigendum – Agreement

Sr No	Reference (Page No./ Para/ Sub Para No. & Heading/ Sub-Heading)	Existing Clause/ Text	Revised Clause/ Text
1.	Annexure F, point no. a	Invoice may be raised on monthly basis or upon clocking distribution of minimum 5,00,000 (5 lakh) Smartphones.	Invoice may be raised on <b>weekly</b> basis or upon clocking distribution of minimum <b>1,00,000 (One lakh)</b> Smartphones.
2.	Clause 14.2.1; under Invoicing and Terms of Payment	Invoice may be raised on a monthly basis or upon achieving distribution of a minimum of 5,00,000 (five lakh) Smartphone(s), whichever is earlier. In this regard, Smartphone(s) distributed to the Beneficiaries as per monthly Final Distribution Plan would be considered for invoicing	Invoice may be raised on a <b>weekly</b> basis or upon achieving distribution of a minimum of <b>1,00,000 (One lakh)</b> Smartphone(s), whichever is earlier. In this regard, Smartphone(s) distributed to the Beneficiaries as per monthly Final Distribution Plan would be considered for invoicing

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3.	Annexure M, Other Critical activities	All requests pertaining to RoW and rent free sites must be submitted within 45 days of signing of the Agreement.	<p>All requests pertaining to RoW and rent-free Cell Sites must be submitted within 45 (forty five) days of execution of the Agreement.</p> <p>In the event of a delay in the Applicable Permits/ Approvals which are required to be issued by a Government Authority (other than CHiPS itself) in relation to the rent-free Cell Sites, the Contractor shall be entitled to extension of time in accordance with the terms of this Contract. However, notwithstanding anything contained in this Contract, such extension of time in respect of the Milestones Schedule shall be granted only upon furnishing of documentary evidence by the Contractor and to the satisfaction of CHiPS, that such delay has occurred and the delay is beyond the control of contractor and is attributable only to inaction/delay of government authority; The final discretion to accept or reject such a claim in this regard shall lie with CHiPS.</p>
4.	Clause 14.2.3; under Invoicing and Terms of Payment	Notwithstanding anything contained to the contrary, in order to ensure that the After Sales services to be provided by the Contractor, as set out under this Agreement (and as more specifically described under Annexure A hereto) remain functional (to the satisfaction of CHiPS) till the latter of the (i) warranty period (as set out under Annexure D) of the last distributed batch of Smartphones; or (ii) June 30, 2019 - CHiPS shall withhold/retain the payment of 1% (one percent) of the final amount under each Invoice	Intentionally Omitted.

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		<p>raised by the Contractor in terms of the Agreement, till the latter of the time periods mentioned under points (i) and (ii) as aforesaid. Subject to provision of the After Sales services by the Contractor as per the terms of the Agreement to the satisfaction of CHiPS, the retained/withheld amounts as aforesaid shall be released by CHiPS on the latter of the (i) warranty period of the last distributed batch of Smartphones; or (ii) June 30, 2019, as aforesaid.</p>	
5.	Annexure M; Network Augmentation, 1st point	<p>For any delay in erection of a Cell site of more than 90 (ninety) days from the date finalized in the agreed F-NAP, every 1 week delay shall incur a penalty amount of 0.5% of the cost of 1000 Smartphones.</p> <p>Penalty amount = (0.5%) * (Unit price of Smartphone [Category 1] * 1000) * (No. of weeks delayed after 90 (ninety) days of scheduled date as per F-NAP) * (No. of towers delayed).</p>	<p>For any delay in erection of a Cell site of more than 90 (ninety) days from the date finalized in the agreed F-NAP, shall incur a penalty amount of <b>0.05%</b> (zero point zero five percent) of the cost of 1,000 (one thousand) Smartphones, per week.</p> <p>Penalty amount = <b>(0.05%)</b> * (Unit price of Smartphone [Category 1] * 1000) * (No. of weeks delayed after 90 (ninety) days of scheduled date as per F-NAP) * (No. of towers delayed).</p>
6.	Annexure A; Clause 34.1 Network Augmentation	<p>The Contractor will submit list of all government sites proposed for Cell Site set up as approved by CHiPS within 45 (forty five)days of signing of the Agreement. CHiPS will organise signing of lease deed for rent free government site after the receipt of such list. The duration for rent free Cell Site will be 02 years from the date of signing of the lease deed. Post the completion of lease duration of 02 (two) years, the rent rates applicable will be as per prevailing rates of the</p>	<p>The Contractor will submit list of all government sites proposed for Cell Site set up as approved by CHiPS within 45 (forty five)days of signing of the Agreement. Bidder shall provide CHiPS a minimum of 03 location options as mentioned in Annexure J for every identified area for installation of its Cell site.</p> <p>CHiPS would then facilitate the leasing of the most viable site out of the 03 (three) shared locations to the Bidder to the specifications of 50 x 50 sq. ft. for ground based towers and 35 x 35 sq. ft. for roof top towers. The duration for rent</p>

Sr No	Reference (Page No./ Para/ Sub Para No. & Heading/ Sub-Heading)	Existing Clause/ Text	Revised Clause/ Text
		concerned department of the Government Authority.	free Cell Site will be <b>10 (ten) years</b> from the date of execution of the lease deed. Upon the expiry of the aforesaid period of 10 (ten) years, the rent rates applicable will be as per Land Allotment Rules notified and amended from time to time shall be effective and accordingly, the applicable rent determined in accordance therewith (or otherwise, as per the Applicable Laws or the bye-laws of CHiPS or the discretion of CHiPS, as applicable in the same priority) shall be payable by the Contractor including bearing of the costs involved in renewal(s) of the term of such lease deed, if any (as regards which renewal, the final discretion shall lie with CHiPS).
7.	Annexure A; Clause 34.1	Government land and government building roofs on rent free lease, wherever possible for the tower erection in areas which are uncovered by that operator. The duration for rent free (rent waiver) Cell Site will be 02 (two) years from the signing of the lease deed. Post the completion of lease duration of 02 years, the rent rates applicable will be as per prevailing rates of the concerned Government Departments.	Government land and government building roofs on rent free lease, wherever possible for the tower erection in areas which are uncovered by that operator.  The duration for rent free (rent waiver) lease for Cell Site will be <b>10 (ten) years</b> from the execution of the lease deed. Upon the expiry of the aforesaid period of 10 (ten) years, the rent rates applicable will be as per Land Allotment Rules notified and amended from time to time shall be effective and accordingly, the applicable rent determined in accordance therewith (or otherwise, as per the Applicable Laws or the bye-laws of CHiPS or the discretion of CHiPS, as applicable in the same priority) shall be payable by the Contractor including bearing of the costs involved in renewal(s) of the term of such lease deed, if any (as regards which renewal, the final discretion shall lie with CHiPS).



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8.	Annexure A; Scope of Work	The Contractor may provide payment bank service /mobile wallet through the Smartphone. The Contractor may ensure SIM locking for a maximum period of 1 year from the date of activation of the SIM.	The Successful Bidder may provide payment bank service /mobile wallet through the Smartphone. The bidder may ensure SIM locking for a maximum period of <b>2 (two) years</b> from the date of activation of the SIM.
9.	Annexure A, Clause 34.2	The Contractor may provide payment bank service /mobile wallet through the Smartphone. The Contractor may ensure SIM locking for a maximum period of 1 year from the date of activation of the SIM	The Contractor may provide payment bank service /mobile wallet through the Smartphone. The Contractor may ensure SIM locking for a maximum period of <b>2 (two) years</b> from the date of activation of the SIM
10.	Clause 5	<p><b>5. PERFORMANCE SECURITY</b></p> <p>5.1 It is expressly acknowledged that pursuant to issuance of the LOA and prior to execution of this Agreement the Contractor shall have, for the performance of its obligations hereunder, provided to CHiPS, an irrevocable and unconditional guarantee from a nationalized/scheduled bank for a sum equivalent to 10% (ten percent) of the value of the Work Order ("Performance Bank Guarantee"), provision of the Performance Bank Guarantee, and CHiPS shall release the Earnest Money Deposit to the Contractor.</p> <p>5.2 Intentionally Omitted;</p> <p>5.3 Upon occurrence of any default by the Contractor of the terms of this Agreement, CHiPS</p>	<p><b><u>5. Payment Security</u></b></p> <p>5.1 It is expressly acknowledged that the Contractor shall have at his own expense to deposit to CEO, CHiPS Raipur, within 15 (fifteen) working days of the date of notice of the LOA and in any event prior to the execution of this Agreement, an unconditional and irrevocable performance bank guarantee ("<b>PBG</b>" or "<b>Performance Bank Guarantee</b>") for an amount of 10% (ten percent) of the Contract Price from a nationalized or scheduled bank payable on demand, which shall be for valid until June, 2019, after which a revised PBG with a reduced amount equivalent to 1% (one percent) of the value of the Agreement shall be provided, which shall be valid until June, 2020, in accordance with the terms of the Agreement. The PBG shall be submitted as per the format in Annexure XV. CHiPS shall have the right to invoke the PBG as per the terms and conditions set out in this RFP and the Agreement. The Performance Bank Guarantee shall be released by CHiPS to the Contractor upon completion of 01 (one) year after expiry/termination</p>

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		<p>shall, without prejudice to its other rights and remedies hereunder or in Applicable Law, have the unconditional and irrevocable right to claim as Liquidated Damages, any amount due to it or incurred by it, by encashment and appropriation of the Performance Bank Guarantee in respect of such default of the Contractor. Upon such encashment and appropriation of the Performance Bank Guarantee, the Contractor shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Performance Bank Guarantee, and in case of appropriation of the entire Performance Bank Guarantee provide a fresh Performance Bank Guarantee, as the case may be, failing which CHiPS shall be entitled to terminate this Agreement in accordance with the terms hereof. Upon such replenishment or furnishing of a fresh Performance Bank Guarantee, as the case may be, the Contractor shall be entitled to an additional cure period of 30 (thirty) days for remedying its default, and in the event of the Contractor not curing its default within such aforesaid cure period, CHiPS shall be entitled to encash and appropriate such replenished Performance Bank Guarantee as Liquidated Damages, and to terminate this Agreement in accordance with the provisions hereof.</p>	<p>of the Agreement provided the Contractor is not in breach of this Agreement. If the Contractor is in breach of this Agreement, the Performance Bank Guarantee shall be continued till the breach is cured.</p> <p>5.2 CHiPS shall pay to the Contractor, an interest-free advance amount of INR 50,00,00,000 (Rupees Fifty Crore only) for the purposes of mobilization of the Scope of Work as set out under this Agreement (“<b>Mobilization Advance</b>”). In this regard, the Contractor shall furnish to CHiPS, within 07 days from the date of release of the Mobilization Advance, from a nationalized or scheduled bank, an unconditional and irrevocable advance bank guarantee of the value of 110% (one hundred and ten percent only) of the Mobilization Advance, valid for a period of 18 (eighteen) months from the date of issuance thereof and having a claim period of 90 (ninety) days thereafter (“<b>ABG</b>”). The Mobilization Advance shall be adjusted by CHiPS on a pro-rata basis from Contract Price payments that are made by CHiPS to the Contractor in accordance with the terms of this Agreement. Accordingly, the ABG shall be released by CHiPS upon set-off of the entire Mobilization Advance from the Contract Price payments to be made by CHiPS to the Contractor; and in this regard, the format as provided under Annexure XV shall be used by the Contractor, along with necessary modifications and references to as regards the ABG in accordance with this Clause 5.2 and to the satisfaction of CHiPS in this regard.</p> <p>5.2.1. In the event of pre-mature termination of this</p>

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		<p>5.4 The Contractor at his own expense shall deposit to CEO, CHiPS Raipur, within 15 (fifteen) working days of the date of notice of the LOA and in any event prior to the execution of the Agreement, an unconditional and irrevocable performance bank guarantee (“PBG”) for an amount of 10% (ten percent) of the value of the Agreement from a nationalized or scheduled bank payable on demand, which shall be for valid until June, 2019, after which a revised PBG with a reduced amount equivalent to 1% (one percent) of the value of the Agreement shall be provided, which shall be valid until June, 2020, in accordance with the terms of the Agreement. The PBG shall be submitted as per the format in Annexure XV. CHiPS shall have the right to invoke the PBG as per the terms and conditions set out in this RFP and the Agreement.</p> <p>5.5 The Performance Bank Guarantee shall be released by CHiPS to the Contractor upon completion of 01 (one) year after expiry/termination of the Agreement provided the Contractor is not in breach of this Agreement. If the Contractor is in breach of this Agreement, the Performance Bank Guarantee shall be continued till the breach is cured.</p>	<p>Agreement prior to the expiry of the Term hereof on account of a Contractors Event of Default, the Mobilization Advance shall be deemed to be as an interest-bearing advance and the Contractor shall be liable to pay interest to CHiPS on the Mobilisation Advance calculated at the rate of 12% (twelve percent) per annum of the Mobilization Advance, which shall be compounded quarterly. Such obligation of the Contractor shall survive the termination of this Agreement.</p> <p>5.3 Notwithstanding anything else, upon occurrence of any default by the Contractor of the terms of this Agreement, CHiPS shall, without prejudice to its other rights and remedies hereunder or in Applicable Law, have the unconditional and irrevocable right to claim as Liquidated Damages, any amount due to it or incurred by it, by encashment and appropriation of the Performance Bank Guarantee or the ABG, as available at such point in time, in respect of such default of the Contractor. Upon such encashment and appropriation of the Performance Bank Guarantee and/or the ABG (as the case may be), the Contractor shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Performance Bank Guarantee and/or the ABG, and in case of appropriation of the entire Performance Bank Guarantee and/or the ABG, provide a fresh Performance Bank Guarantee and/or the ABG, as the case may be, failing which CHiPS shall be entitled to terminate this Agreement in accordance with the terms hereof. Upon such replenishment or furnishing of a fresh Performance Bank</p>

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			Guarantee and/or the ABG, as the case may be, the Contractor shall be entitled to an additional cure period of 30 (thirty) days for remedying its default, and in the event of the Contractor not curing its default within such aforesaid cure period, CHiPS shall be entitled to en-cash and appropriate such replenished Performance Bank Guarantee and/or the ABG (as applicable), as Liquidated Damages, and to terminate this Agreement in accordance with the provisions hereof.
11.	Clause 25.1.10 under EVENTS OF DEFAULT	If the Contractor fails to provide CHiPS with the Performance Bank Guarantee in terms of Clause 5 or if, at any time prior to its respective expiry, the Performance Bank Guarantee ceases to be legal, valid or binding (unless such Performance Bank Guarantee is duly replaced in accordance with the terms of this Agreement or is otherwise fully discharged in accordance with its terms); and/or	If the Contractor fails to provide CHiPS with the PBG or ABG in terms of the Agreement, and at any time prior to its respective expiry, the PBG or ABG ceases to be legal, valid or binding (unless such PBG or ABG is duly replaced in accordance with the terms of this Agreement or is otherwise fully discharged in accordance with its terms); and/or
12.	Clause 9.5.1 under REPRESENTATIONS AND WARRANTIES (CONTRACTOR)	it shall ensure that the Smartphone(s) is commercially available in the market	it shall ensure that the Smartphone(s) is commercially available through retail outlets or e-commerce platforms before commencement of distribution and throughout the term of the Agreement.
13.	Annexure A, Clause 34.5.4	The Contractor must ensure that the proposed Smartphone is commercially available in the market before the distribution starts	The Contractor must ensure that the proposed Smartphone is commercially available through retail outlets or e-commerce platforms before commencement of distribution and throughout the term of the Agreement.
14.	Annexure M	The Smartphone must be commercially available before starting the distribution of smartphones under the scheme and must remain	The Smartphone must be commercially available through retail outlets or e-commerce platforms before starting the distribution of smartphones under the scheme and must remain commercially available throughout the term of the

Sr No	Reference (Page No./ Para/ Sub Para No. & Heading/ Sub-Heading)	Existing Clause/ Text	Revised Clause/ Text
		commercially available throughout the project period	Agreement.
15.	Annexure L	I / We ..... hereby commit and confirm that the Smartphone models proposed for CG SKY will not reach end of sale and end-of-support till at least July 31st, 2019.Product shall be commercially available in the market before the distribution of the Smartphones.	I / We ..... hereby commit and confirm that the Smartphone models proposed for CG SKY will not reach end of sale and end-of-support till at least <b>March 31, 2020</b> . Product shall be commercially available through retail outlets or e-commerce platforms before commencement of distribution and throughout the term of the Agreement.
16.	Annexure B SMART PHONE SPECIFICATIONS FOR CATEGORY 2 - Category College Students	Zoom: Digital Zoom 4X (Rear and Front) Wi-Fi IEEE 802.11 b/g/n/ac with hot-spot feature	Zoom: Digital Zoom 4X (Rear) Wi-Fi IEEE 802.11 b/g/n with hot-spot feature
17.	Annexure A, Clause 34.1 Network Augmentation	The network technology and band through which the Contractor will provide mobile voice and data services – must be 3G (UMTS 900, UMTS 2100) or higher services.	The network technology and band through which the Successful Bidder will provide mobile voice and data services – must be 3G (UMTS 900, UMTS 2100) or higher commercial bands with 2G support. Smartphone network support and network augmentation technology should be uniform and support each other e.g. If the Successful Bidder proposes 3G network service for areas to be covered under SKY project, then all the Smartphones should have 3G compatibility with 2G support. Further, if the Successful Bidder proposes 4G network service for areas to be covered under SKY project, then all the Smartphones should have 4G compatibility with 2G support.
18.	Annexure M, Network Augmentation	For any delay in erection of a Cell site of more than 90 (ninety) days from the date finalized in the agreed F-NAP, every 1 week delay shall incur	For any delay in erection of a Cell site of more than 90 (ninety) days from the date finalized in the agreed F-NAP, , shall incur a penalty amount of <b>0.05% (zero point zero five</b>

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		<p>a penalty amount of 0.5% of the cost of 1000 Smartphones</p> <p>Penalty amount = (0.5%) * (Unit price of Smartphone [Category 1] * 1000) * (No. of weeks delayed after 90 (ninety) days of scheduled date as per F-NAP) * (No. of towers delayed)</p>	<p><b>percent</b> ) , per week of the cost of 1000 (one thousand) Smartphones.</p> <p>Penalty amount = <b>(0.05%)</b> * (Unit price of Smartphone [Category 1] * 1000) * (No. of weeks delayed after 90 (ninety) days of scheduled date as per F-NAP) * (No. of towers delayed).</p>
19.	Annexure A; Clause 34.7	The Service center cum call centre must be operational within 03 (three) months of signing of the Agreement and shall be functional till July 31, 2019. Service centre will coordinate with all collection centres and keep a track of all faulty Smartphones picked up from the beneficiaries and repaired Smartphones delivered to the beneficiaries.	The Service centre cum call centre must be operational within 03 (three) months of signing of the Agreement and shall be functional till March 31, 2020. Service centre will coordinate with all collection centres and keep a track of all faulty Smartphones picked up from the beneficiaries and repaired Smartphones delivered to the beneficiaries.
20.	Annexure B SMART PHONE SPECIFICATIONS FOR CATEGORY 1 - Category (for rural and urban poor households)	Memory: Minimum 8 GB Internal /memory, Memory card slot for SD/Micro SD Card Support (expandable to 32 GB or Higher)	Memory: Minimum 8 GB Internal memory, Memory card slot for SD/Micro SD Card Support (expandable to 32 GB or Higher)