

Responses to the Queries raised by pre-bid meeting participants post issue of Corrigendum 1 dated December 28, 2017

#	Reference (Section/Clause / Annexure/ Page)	Document	Content of Tender requiring Clarification(s)	Pre-Bid Query Responses (Responses/ Corrigendum issued on Dec 28, 2017)	New Queries	Clarifications
1.	Section 6.1, Page 17	Corrigendum	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.	In the event of delay in permit, extension shall be provided (basis evidence of such delay).	a) How many of these locations would come under Forest / NH / Railway premises - as free ROW shall not be provided in those cases.	Determination of the number of sites falling under forest/NH/Railways shall be the responsibility of the Contractor; subject to compliance with the terms of the Agreement and the timely completion of the Scope of Work thereunder.
2.	Annexure VIII, Clause 12.1, Page 65	Corrigendum	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 or higher commercial bands with 2G support.	Do we provide 2G support also. Need technical confirmation on this.	The network technology and band through which the Successful Bidder will provide mobile voice and data services – must be 3G or higher.
3.	Annexure VIII, Clause 12.1, Page 64	Corrigendum	The Bidder needs to ensure a functional network, at least 15 days prior to the scheduled date of Smartphone distribution camp.		a) What sort of network quality / parameter to be checked - not defined. b) Shall need clarity on how many sites to be put - in which locations and what shall happen if the customers do not remain in network after 1 year of free service. c) What if there any delay in acquisition of network due to reasons beyond network operator's control - this should not impact the delivery timelines and penalty thereon.	a) As per the Applicable Laws including guidelines of TRAI, DoT, and other relevant Govt. Institutions b) This shall be determined by the Contractor. c) Exemption from delay related to delivery of Network Augmentation shall be considered on a case to case basis relevant document proof provided by Contractor to CHIIPS.

4.	Section 6.2, Page 17 and Section 12.1, Page 65	Corrigendum	land for setting up rural sites - Rent free for 2 years	The waiver on rent for such Cell Site shall be for a limited period of <u>10 years</u> 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 years, the rent rates applicable will be as per Land Allotment Rules notified and amended from time to time.	A) need to be clearly mentioned in agreement. As SIM connectivity shall be for 1 year whereas lease free land is being given for 10 years. B) What if the rates are not agreed then?	A) As per Corrigendum 1. B) The rates would be as per prevailing Government rates at the time of expiry of the lease period
5.	Section 4.1. IV, Page14	Corrigendum	1 smartphone to each beneficiary household in rural area and to college student			No Query
6.	Section 4, Table 3, Point (d), Page 14	Corrigendum	Call Centre with support in local language.		Whether we need to provide dedicated call centre or existing call centre to suffice. Need clarity.	As per RFP
7.	Section 4, Table 3, Point (c), Page 14	Corrigendum	Setting up of Collection centres at each Block headquarter		There are 146 Block headquarters. Do we need to put permanent establishment in these location for collection of handsets. Or can it be on need basis.	As per RFP
8.	Annexure VIII, Clause 12.4, Page 70	Corrigendum	A dedicated platform for hosting custom mobile applications is proposed to be incorporated in the Smartphone.			No Query
9.	Annexure VIII, Clause 12.7, Page79,	Corrigendum	All Smartphones supplied under the project will be under one year standard warranty		What if handsets get damaged during this 1 year - need to define the replacement clause with charges. Who shall bear the cost of repair after 1 year of warranty is over.	As per RFP
10.	Annexure VIII, Clause 12.1, Page 65	Corrigendum	The Successful Bidder shall update CHiPS about the development progress of each Cell Site on a periodic basis.		what shall be the periodicity of these reports	As per RFP
11.	Section 4, Table 3, Point (b), Page 14	Corrigendum	completion of EKYC / KYC			As per RFP

12.	Annexure XX, Point (b), Page 103	Corrigendum	Invoice may be raised on monthly basis.	Invoice may be raised on <u>weekly basis</u> or upon clocking distribution of minimum 1,00,000 (1 lakh) Smartphones.	a) Not clear as to within how many days of raising the invoice will CHiPS make the payment. b) What will happen if handset is not delivered at the day of distribution and then on 2nd try. c) Billing will be done on CHiPS and not to individual customers to whom SIM shall be provided. d) Can the bill be raised separately for the Handset & separately for the SIM Cards with services in 2 different subsidiary companies?	A) As per RFP B) As per RFP C) As per RFP D) As per RFP
13.	Section 1.3.3, Page 25 and Annexure XVII, Page 98	Corrigendum			What shall happen if calls > 100 mins or customer wants to use any other service	As per RFP
14.	Annexure XVIII, Clause 25, Page 102	Corrigendum	However, to arrive at the bid value of the respective Bidder, Bidder has to quote the charges inclusive of all taxes mentioning the prevailing tax rates.	Present GST Rates i.e. 12% should be considered. Any upward/ downward revision in GST rates will be borne by CHiPS.		No Query
15.	Annexure XXI, Page 105	Corrigendum	Delivery delay damages and SLA penalty For any delay in erection of a Cell site of more than 90 days, every 1 week delay : shall incur a penalty amount of 0.5% of the cost of 1000 Smartphones  Damages shall be imposed for delay in distribution of smart phones. The amount of fine that shall be levied per week will be higher of INR 50,000 or 0.5% of the value of the delayed Lot.  Maximum damages for delay in distribution will not exceed 10% of the project value and CHiPS	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 <u>0.05% (zero point zero five percent)</u> , per week of the cost of 1000 (one thousand) Smartphones.		No Query

			reserves the right to terminate the Agreement if total Damages exceeds 10% of the project value.			
16.	Clause 1.2.3, Page 21 and Annexure X, Page 82	Corrigendum				No Query
17.	Section 1.13, Page 28	Corrigendum	Conflict of Interest			No Query
18.	Clause 1.3.1, Page 23	Corrigendum	The Bidder agrees that the EMD amount is interest-free (for 180 days) and shall be refundable to the unsuccessful Bidders	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 days	Shall need BG format - so that we get the BG ready	Please Refer Annexure 'A' and 'B' as mentioned at the end of this Document
19.	Annexure VIII, Clause 12.6, Page 74	RFP	Please clarify the meaning and purpose of this clause and what is the collection centre supposed to do of these smart phones.	As per RFP. No change.	You are requested to clarify that the smartphones at all time would remain in the custody of the nodal officer appointed by district administration i.e. before the beginning of the distribution camp and left over smartphones after the distribution camp so that the same can be handed over to the beneficiaries as and when they come to collect it.	As per RFP.
20.	Annexure VIII, Clause 12.7, Page 79	RFP		As per RFP. No change.	You are requested to let us know the same before bid submission so that we buffer the expense in the price bid. Such clause may lead to burnouts which could be avoided.	As per RFP

21.	Annexure X, Page 82	RFP		As per RFP. No change.	You are requested to clarify that IDC rankings for mobile phones would be equally good.	As per RFP
22.	Annexure XXVII, Page 115	RFP		As per RFP. No change.	Please note that this is a practical issue as the smartphones required by you have to be custom built hence it is not possible to provide sample and RoHS, BIS and other certificates along with the bid. Please note that we may not be able to bid if this condition stays. You are therefore requested to modify the clause that the contractor should provide all this before initiating the supplies of smartphones.	The successful bidder shall submit the RoHS and the BIS certificates prior to signing the agreement.
23.	Section 6.1 at Page No. 17	RFP	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.	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.  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,	You are requested to kindly accept the delay in augmenting the network is beyond the control of our consortium partner as the smartphones would be manufactured as per the FNAP (Final Network Augmentation Plan) which coincides with Final Distribution Plan. Any such eventuality shall block the working capital leading to additional interest burden thus eroding the price competitiveness and may have cascading affect on the rest of the plan.	As per Corrigendum 1.

				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.		
24.	Annexure XXI, Page 105	RFP	All requests pertaining to RoW and rent free sites must be submitted within 45 days of signing of the Agreement.	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	You are requested to kindly accept the delivery of smartphones in case the delay in augmenting the network is beyond the control of our consortium partner as the smartphones would be manufactured as per the FNAP (Final Network Augmentation Plan) which coincides with Final Distribution Plan. Any such eventuality shall block the working capital leading to additional interest burden thus eroding the price competitiveness and may have cascading affect on the rest of the plan.	As per Corrigendum 1.

				discretion shall in this regard lie with CHIPS.		
25.	Annexure XX, Page No. 103	RFP	Invoice may be raised on monthly basis or upon clocking distribution of minimum 5,00,000 (5 lakh) Smartphones.	Invoice may be raised on <u>weekly basis</u> or upon clocking distribution of minimum 1,00,000 (1 lakh) Smartphones.	You are requested to kindly modify the clause to "Invoice may be raised on weekly basis or upon clocking delivery of minimum 1,00,000 (1 lakh) Smartphones". Please note that the success of the distribution camp depends on the effectiveness with which it has been organized and the same is being done by the government machinery, which is beyond the control of the contractor, hence the payment be made on delivery itself. Please also stipulate that payment for each invoice shall be made within 15 days of submission for constant cash flow as each lot requires 90 days of lead time during which the capital is blocked towards raw material/ components/ custom duties & allied costs.	As per Corrigendum 1.

26.	Clause 4.23, Page 44	Corrigendum 1	[Additional Clause]	<p>Mobilization Advance and Advance Bank Guarantee (ABG) 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 hereunder/the Agreement (“Mobilization Advance”). 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 till 18 months from the date of issuance thereof and having a claim period of 90 (ninety) days thereafter (“ABG”), 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</p>	<p>Please note that the advance amount of INR 50 crore is insufficient and since CHiPS is securing itself by taking a bank guarantee of 110% of the amount, therefore the advance amount be kept as INR 250 crores keeping in mind the project size &amp; duration.</p> <p>Please note that since the purchase volume is not well defined therefore you are requested to adjust the mobilization advance against last set of invoices.</p>	As per RFP.
-----	-------------------------	------------------	---------------------	--	--	-------------



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.

4.23.2 In the event of premature 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% (twelve percent) 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.

27.	Annexure XXXI, Page 126	Corrigendum	[Additional Clause]	<p>35. Mobilization Advance and Advance Bank Guarantee</p> <p>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 (“Mobilization Advance”). 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 (“ABG”), 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</p>	<p>Please note that the advance amount of INR 50 crore is insufficient and since CHiPS is securing itself by taking a bank guarantee of 110% of the amount, therefore the advance amount be kept as INR 250 crores keeping in mind the project size &amp; duration. Please note that since the purchase volume is not well defined therefore you are requested to adjust the mobilization advance against last set of invoices.</p>	As per RFP.
-----	-------------------------	-------------	---------------------	--	---	-------------

				<p>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% (twelve percent) 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.</p>		
--	--	--	--	--	--	--

28.	Annexure F, Point (a)	Agreement	Invoice may be raised on monthly basis or upon clocking distribution of minimum 5,00,000 (5 lakh) Smartphones.	Invoice may be raised on <u>weekly basis</u> or upon clocking distribution of minimum <u>1,00,000 (One lakh)</u> Smartphones.	You are requested to kindly modify the clause to "Invoice may be raised on weekly basis or upon clocking delivery of minimum 1,00,000 (1 lakh) Smartphones". Please note that the success of the distribution camp depends on the effectiveness with which it has been organized and the same is being done by the government machinery, which is beyond the control of the contractor, hence the payment be made on delivery itself. Please also stipulate that payment for each invoice shall be made within 15 days of submission for constant cash flow as each lot requires 90 days of lead time during which the capital is blocked towards raw material/ components/ custom duties & allied costs.	As per RFP.
29.	Clause 14.2.1	Agreement	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 <u>weekly basis</u> or upon achieving distribution of a minimum of <u>1,00,000 (One lakh)</u> 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.	Please note that the obligation of ensuring that the beneficiaries come to collect the smartphones resides with CHIPS and hence linking payment to smartphones distributed to beneficiaries would deter participation. The contractor's payment shall be realizable on delivery of smartphones including SIM to the Nodal Officer appointed by the District Administration at the Distribution Centre. Delivery challan signed by the Nodal Officer shall be treated as proof of delivery.	As per RFP.

30.	Clause 5	Agreement	<p>5. PERFORMANCE SECURITY 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. Payment Security 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 ("PBG" or "Performance Bank Guarantee") 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>	<p>Please note that 10% security means blocking approximately 200 crores and the interest cost on the same will get loaded on to the price thus affecting the project budget, therefore you are requested to accept performance security @2% rate as being practiced by DGS&amp;D Government of India.</p>	<p>As per Corrigendum 1.</p>
-----	----------	-----------	--	---	--	------------------------------

31.	Clause 4.21	RFP	<p>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.</p> <p>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>In the event of pre-mature termination of this 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>Please note that the advance amount of INR 50 crore is insufficient and since CHIPS is securing itself by taking a bank guarantee of 110% of the amount, therefore the advance amount be kept as INR 250 crores keeping in mind the project size &amp; duration. Please note that since the purchase volume is not well defined therefore you are requested to adjust the mobilization advance against last set of invoices.</p>	As per Corrigendum 1
32.	Clause 5.3	Agreement	<p>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>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</p>		No Query

				<p>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>		
33.	Annexure A, Clause 34.7	Agreement	<p>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.</p>	<p>The Service centre cum call centre must be operational within 03 (three) months of signing of the Agreement and shall be functional till <u>March 31, 2020</u>. 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.</p>	<p>Please clarify that call centre may be at different location and not necessarily be with the service centre.</p>	<p>As per Corrigendum 1.</p>
34.	Clause 8.3.8	Agreement	<p>CHiPS shall confirm the final distribution plan once the network Plan is finalized</p>		<p>No LD should be applicable if SP delivered at District Level timely as per Distribution Plan.</p>	<p>As per Corrigendum 1</p>

35.	Clause 9.4.2	Agreement	Benefecieries execute the relevant customer acquisition Forms		Should be responsibility of Network Service Provider	As per Agreement
36.	Clause 12.2.1	Agreement	Contractor shall be responsible for obtaining all information required for the performance of its obligations under this agreement		Need to study Annex-A "Scope of Work" thoroughly.	As per Agreement
37.	Clause 12.2.2	Agreement	Wording in this caluse are too open ended			No Query
38.	Clause 14.1.2	Agreement	"along with all necessary supporting document"		Lava can give invoice, Docket/POD, List of IMEI details.	As per Agreement
39.	Clause 14.2.2	Agreement	part of payment will be withheld till such time contractor completes F-NAP for that particular month		Details of hold given in Annex-F. Must go through carefully.	As per Agreement
40.	Clause 14.2.5	Agreement	"Original copy to be submitted by the Contractor within 15 (fifteen) days as per Monthly Final Distribution Plan".		A) Recommended to name a Central person in CHIPS to whom all Original Invoices can be submitted. B) To be received from CHIPS. C) Need complete address and contact details of NODAL Officer. D) Need clarification from CHIPS if address of Nodal office is same as District Delivery Centre location? E) In case Nodal officer is sitting at a location other than District Delivery Centre location, need name of alternate person who can sigh "Receipt" in place of Nodal Officer.	As per Corrigendum 1.
41.	14.2.6	Agreement	"Unclimed inventory at distribution centre may be handed over to Nodal Officer		A) Nodal Office should provide a secured storage space under Lock-n-key for storage of these HS at District Delivery Centre location. B) it is not clear if Lava scope is to deliver upto District level Distribution Centre or upto Ward / Block / Village and Gram Panchayat level?	As per RFP



42.	Clause 14.2.8	Agreement	"relevant supporting documents" and "any other supporting documents required by CHIPS in this regard and conveyed to the contractor".		Need clarification on these documents as not listed in agreement anywhere.	As per Agreement
43.	Clause 14.2.5	Agreement	"Proforma of the invoice and documents and details to accompany it, shall be mutually discussed and agreed by the Parties".		Need to be clarified. Need clear list of documents and Proforma.	As per Agreement
44.	Clause 14.2.12	Agreement	"Contractor shall enclose copy of above referred certificates along with its final invoice".		Get details of Certificates to be submitted along with Invoice.	As per Agreement
45.	Clause 16.2.1	Agreement	Variation Notice		1) Changes in Delivery locations at district level should be informed to Lava at-least 15 days prior to start of Distribution plan for next month. 2) In case Delivery locations are changes through Variation Notice, suitable extension of minimum 30 days should be given for affected Milestones / Delivery locations through a valid Amendment to contract. 3) In case Handset have been invoice/dispatched, changes in Delivery locations will not be acceptable.	As per Agreement
46.	Clause 20.1.5	Agreement	"Timelines for SKY Portal" under para 34.3 of Annex-A		Need specific timelines for SKY Portal development.	As per Agreement.
47.	Clause 20.3.4	Agreement	Issuance of Completion Certificate		1) The issuance of completion certificate should be within 24 hours of satisfactory completion of acceptance test. 2) Receipt of Completion certificate shall be treated as go-ahead for dispatch to Distribution Centre.	As per Agreement

48.	Clause 23	Agreement	Force Majure -need to add more inclusions		1) Any partial of complete blocakge of highways / Airports / Rails or roads by city / government authorities due to festivals / political of religious procession/ unrest /events, resulting into delay in delivery to reach the Delivery location. 2) Any delay in delivery dur to vehicle / goods are under checking by Sales tax / Central tax / other government agencies enrout.	As per Agreement
49.	Clause 28.1	Agreement	Liquidated Damages		LD will not be applicable for the delays resulting from delays In : a) Deputing person/agency for inspection of goods at Mfg facility b) issuing Completion Certificates after successful completion of inspection within 2 days. c) Delay from Chips in reverting back on clarifications for "Variation Notices". d) Any other delay in seeking information / clarification by Contractor which would result into ultimate delay execution of Network Augmentation and distribution of Smartphones in accordance with Milestones Schedule.	As per Agreement
50.	Clause 34, Point (ii) (Annexure A)	Agreement	Scope of Work ii		Reduction in overall quantities of smartphones under this project should be informed at-least 3 months in advance.	As per Agreement
51.	Clause 34.3 (Annexure A)	Agreement	SKY Portal		A) Need clarity - who will develop SKY Portal B) Need clarity of list of SOP's to be uploaded on SKY Portal	As per Agreement
52.	Clause 34.3.ii.b (Annexure A)	Agreement	Summary dashboard at gram panchayat & village level		Need immediate clarity on delivery locations.	As per Agreement

53.	Clause 34.3.iii.d (Annexure A)	Agreement	KYC/e-KYC registration		Need immediate clarity whether KYC/e-KYC registration will be done by Lava or Network Service Provider team?	As per Agreement
54.	Clause 34.3 (Annexure A)	Agreement	Schedule of events / Distribution camps		A) Need immediate clarity on who will arrange events / Distribution camps. Under whose scope this comes? B) In case the Event is happening at a place other than District Level Distribution Centre (say 10 Km away), who will be responsible for movement of HS from Distribution centre to the place of event? C) In case Lava is responsible for movement of HS to the place of event, a time of 48 hours should be provided to Supplier for movement of HS before the date of such event. D) A Suitable secured place for safe storage (under lock-n-key) of HS should be provided to Lava for storing these HS until the day of event. The responsibility of such HS should be taken by District Administration.	As per Agreement
55.	Clause 34.3 (Annexure A)	Agreement	Invoice management - "approval along with the processing will be done though the portal		Need clarification.	
56.	Clause 34.5.2 & 34.5.3 (Annexure A)	Agreement	Definition of "Lot" as given in 34.5.2 is clear. However, the definition of word "Lot" as used in 34.5.3 is considered as 2% of the entire Order quantity.		The word "Lot" used in clause 34.5.3 means 2% (two percent) of the total quantity of agreement and does not mean quantity for a particular Distribution Centre at district / gram panchayat / ward / college level etc.	As per Agreement
57.	Clause 34.6.1 (Annexure A)	Agreement	District level Broad distribution plan		Need complete address along with PIN codes and telephone numbers of Consignee (Nodal Officer) of district level Distribution centres.	CHIPS shall share the details of the Distribution Centres and their respective Nodal Officers with the Contractor subsequent to signing the Agreement

58.	Clause 39 (b) (Annexure F)	Agreement	Original copy need to be submitted by Contractor withn 15 days		CHiPS can nominate a central person to whom these invoices can be submitted.	Please address the original copy to the CHiPS Representative.
59.	Clause 39 (d) (Annexure F)	Agreement	Unlaimed inventory - may be used for distribution at other location or adjusted against next order.		A) Who will bear the cost of this additional movement? B) What will happen if there is no next order for this particular distribution Centre?	As per Agreement
60.	Clause 39 (f) (Annexure F)	Agreement	Change in Distribution plan due to F-NAP not ready		A) Changes in Delivery locations at district level should be informed to Lava at-least 15 days prior to start of Distribution plan for next month. B) In case Delivery locations are changes through Variation Notice, suitable extension of minimum 30 days shold be given for affected Milestones / Delivery locations through a valid Amendment to contract. C) In case Handset have been invoice/dispatched, changes in Delivery locations will not be acceptable.	As per Agreement
61.	Annexure K	Agreement	The agreement says that 146 block collection centres need to be established, however, Block list as per the Annexure contains 151 locations. Also, the district of Kabeerdham is not in the list.		Kindly re-check the agreement and share the revised location list.	District 'Kawardha' to be read as 'Kabeerdham'
62.	PBG/ABG/Bank Guarantee	Agreement	Date of release of all the BGs is not mentioned		Kindly clarify the dcates	As per Corrigendum 1
63.	Clause 5 Payment Security	Agreement	A revised PBG of 1% will replace the PBG of 10% in June'19. It is not mentioned, when will the original PBG of 10% be returned.			No Query
64.	Apart from GDT, status relating to other taxed is not clear	Agreement	PMP Notification dt. 28-04-2017 according to which following items will become taxable (10% BCD-approx.) 1st April 2018 onwards.... PCBA, Camera Modules and Connectors			No Query

65.	After sale services free or chargeable?	Agreement	The agreement doesn't provide clear terms about the chargeability of after sale services.			No Query
66.	GST implication on free ROW and rent free land	Agreement	In GST, nothing is considered free, the agreement provides for rent free land and free ROW. The treatment of GST element on the same is not given.			No Query
67.	e-KYC procedure	Agreement	-		How will be the handset distributed along with sim at the distribution camp? Can the sim be locked inside the handset and the sealed box be distributed, while using e-KYC? Or do we need to break the seal of the box, insert sim into the handset, take photo of the beneficiary/use any other method to determine the identity and presence of the beneficiary?	Please refer section 12.6 of RFP for e-KYC and distribution procedures. SIM may be pre-inserted in the smartphone, provided it is removable. If the SIM is to be inserted in the smartphone, it needs to be done immediately after the smartphone is handed over to the beneficiary. In any case, the seal of the box should not be broken in the absence of the beneficiary.
68.	Mobilisation advance	Agreement	-		Exact date of the receipt of mobilisation advance is not mentioned. Also, it would be helpful, if in case the payment is received within 15 days of raising of invoices. As they will help the OEM in maintaining steady cash flows.	As per Corrigendum and RFP respectively

## ANNEXURE A

### ADVANCE BANK GUARANTEE

(To be issued by a Scheduled or Nationalized Bank)

This Deed of Guarantee executed at [ ] by [Name of the Bank] having its Head/Registered office at [ ] (hereinafter the "Guarantor" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns), in favour of the CEO of Chhattisgarh Infotech Promotion Society, Raipur, having its office at SDC Building, Near Police Control Room, Civil Lines, Raipur (CG) (hereinafter called "CEO, CHIPS Raipur", which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns).

Whereas [ ] a [company/partnership] formed under [the Indian Partnership Act, 1932 / the Companies Act, 2013] and having our registered office at [ ] (hereinafter referred to as the "Bidder", which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns) have been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. [ ] dated / [ ]/2017 issued by CEO, CHIPS Raipur, selected for execution of the Agreement with CEO, CHIPS Raipur as more specifically defined in the aforementioned document including statement of scope of work and the Agreement executed between the CEO, CHIPS Raipur and Bidder.

The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of INR [ ]<sup>1</sup>/- (Indian Rupees [ ] only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents.

NOW THIS DEED WITNESSED THAT IN CONSIDERATION OF THE PREMISES, WE, [ ] BANK HEREBY GUARANTEE AS FOLLOWS:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under.
2. We, the Guarantor, shall, without demur, pay to CEO, CHIPS Raipur, an amount not exceeding INR [ ] (Indian Rupees [ ] only) within 7 (seven) days of receipt of a written demand therefore from CEO, CHIPS Raipur stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the CEO, CHIPS Raipur is disputed by the Bidder or not.
4. The Guarantee shall come into effect from [Start Date] and shall continue to be in full force and effect till a period of 18 (eighteen) months thereafter, with an additional claim period of 90 (ninety) days from the [Start Date] at 1700 hours Indian Standard Time. Any demand received by the Guarantor from CEO, CHIPS Raipur

---

<sup>1</sup> Successful Bidder to provide this BG equivalent to 110% (one hundred and ten percent) of the Contract Price.

prior to the expiry date as aforesaid shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to CEO, CHiPS Raipur.

5. In order to give effect to this Guarantee, CEO, CHiPS Raipur shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by CEO, CHiPS Raipur or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by CEO, CHiPS Raipur against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of CEO, CHiPS Raipur or any indulgence by CEO, CHiPS Raipur to the Bidder to give such matter or thing whatsoever which under the Applicable Law relating to sureties would but for this provision have effect of so relieving us.
6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under.

IN WITNESS, WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HERE-IN- ABOVE WRITTEN.

Signed and Delivered by and authorized office.

Authorized Signatory Bank.

## ANNEXURE B

### EMD FORMAT

In consideration of Chhatisgarh Infotech Promotion Society, Raipur, having its office at SDC Building, Near Police Control Room, Civil Lines, Raipur (CG) (hereinafter called "CHIPS" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns) having invited / floated Tender to [Name of the Bidder], a partnership firm / Company registered under the Indian Partnership Act, 1932 / the Companies Act, 2013, having its office at [●], (hereinafter the "Tenderer" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns) vide Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the Tender"):

1. We, [Name of the bank], having office at [●] and head office at [●] (hereinafter referred to as "Bank" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns at the request and on behalf of the Tenderer hereby agree to pay to CHIPS without any demur on first demand an amount not exceeding INR 30,00,00,000 (Indian Rupees Thirty crore only) against any loss or damage, costs, charges and expenses caused to or suffered by CHIPS by reason of nonperformance and non-fulfillment or for any breach on the part of the Tenderer of any of the terms and conditions of the said Tender.
2. We further agree that CHIPS shall be the sole judge to decide whether the said Tenderer has failed to perform or fulfill the said Tender in terms thereof or committed breach of any of the terms and conditions of the Tender and the extent of loss, damage, costs, charges and expenses suffered or incurred or would be suffered or would be incurred by CHIPS on account thereof.
3. We further agree that the amount demanded by CHIPS as such shall be final and binding on the Bank/us and the Bank undertakes to pay to CHIPS the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Tenderer or any suit or other legal proceedings including arbitration, pending before any court, tribunal or arbitrator relating thereto and our liability under this guarantee being absolute and unconditional.
4. We further agree with CHIPS that CHIPS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or extend time for the performance by the Tenderer from time to time or to postpone for any time any of the powers exercisable by CHIPS against the Tenderer and to forbear to enforce any of the terms and conditions relating to the Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Tenderer or for any forbearance, act or omission on the part of CHIPS or any indulgence by CHIPS to the Tenderer or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
5. Notwithstanding anything hereinbefore contained, our liability under this guarantee is restricted to INR 30,00,00,000 (Indian Rupees Thirty crore only). Our liability under this guarantee shall remain in force until 180 (one hundred and eighty) days from the bid due date as set out under the Tender, inclusive of a claim period of 60 (sixty) days.
6. We, further undertake not to revoke this guarantee during its currency except with the previous consent of CHIPS in writing.

Signature of the authorized officer of the Bank)



.....

Name of the officer

.....

Designation of the officer

.....

Seal, name & address of the Bank and address of the Branch.