

Corrigendum Reference Number:	Corrig2_05/CEO/CHiPS/MSI/BHARATNET/2018	Date 05 th Apr, 2018
Tender Reference Number:	05/CEO/CHiPS/MSI/BHARATNET/2018	Date 31 st Jan, 2018

Corrigendum Document

on

Selection of Master System Integrator (MSI) for BharatNet Phase-II in the State of Chhattisgarh



Chhattisgarh Infotech Promotion Society (CHiPS)

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Please read the corrigendum as below –

S. No	Section No	Page No	RFP Clause	Response
1	Section 11, Annexure-20: Radio Specifications	306	Radio Specifications	The requirement of Carrier Ethernet Switch in the Radio Infrastructure is removed. Hence, the specifications of Carrier Ethernet Switch in Page No. 308 to 310 is deleted.
2	Section 6.1.9 S. No. 5, Section 11.5 Annexure 5 S. No. 5	59,114	MPLS Network Equipment viz. Network Core Router, Block Router, GP Router and Edge Switch (WAN) should be from the single OEM.	MPLS Network Equipment viz. Network Core Router, Block Router, GP Router, Edge Switch (WAN) and Amplifier should be from single OEM.
3	Addition			Addition: ANNEXURE 25: Bank Guarantee Format for EMD

ANNEXURE 25: BANK GUARANTEE FORMAT FOR EMD

(To be provided in original on stamp paper of value required under law duly signed by authorized representative of Bank)

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head / Registered office at _____, and having one of its branches at _____ Raipur (hereinafter referred to as "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 Chief Executive Officer, Chhattisgarh Infotech Promotion Society (CHiPS) under Department of Information Technology, Government of Chhattisgarh, having its office at SDC Building, 02nd floor, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh (hereinafter referred to as "CHiPS") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

Whereas Name of the bidder _____ Ltd., a Company / partnership firm / proprietorship concern registered under the _____ (name of the relevant act/law under which incorporated) having its registered office at _____ (hereinafter called "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) has submitted its Proposal for award of "**Selection of Agency of Master System Integrator for BharatNet Phase-II project in the State of Chhattisgarh**" vide Invitation for Tender Document No _____ dated _____ issued by CHiPS Government of Chhattisgarh (hereinafter referred to as "the Project").

Whereas in terms of the Invitation for Tender Document No _____ dated _____ (hereinafter referred to as Tender Document) issued by CHiPS, the Bidder is required to furnish to CHiPS an unconditional and irrevocable Bank Guarantee for an amount of **INR 26,00,00,000 (Rupees Twenty Six Crores only)** as Earnest Money Deposit and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby agree, declare, undertake and guarantee as follows:

1. We as primary obligor hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to CHiPS an amount not exceeding **INR 26,00,00,000 (Rupees Twenty Six Crores only)** without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed to comply with and fulfil all or any of the terms and conditions contained in the tender. A letter from CHiPS stating that the Bidder is in default in the due and faithful fulfilment and compliance with the terms and conditions contained in the tender shall be final, conclusive and binding on the Bank, in respect of the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.
2. This Guarantee shall remain in full force and effect for a period of 180 (One hundred and Eighty) days from the _____ (Proposal Due Date).
3. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by CHiPS.
4. We.....Bank further agree that CHiPS shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfilment and compliance of the terms and conditions contained in the Tender and the decision of CHiPS in this regard shall be final and binding on us, notwithstanding any differences between CHiPS and the said Bidder and/or any dispute between CHiPS and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
5. CHiPS shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any other terms and conditions of the said Tender document or to extend the time frame for completion of bidding process or the period of fulfilment and compliance with the terms and conditions contained in the said Tender document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender document or the securities available to CHiPS and the bank shall not be released from its liability under these presents by any exercise by CHiPS of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of CHiPS or any indulgence by CHiPS to the said Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

6. Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by registered mail to the Bank, addressed as aforesaid.

7. We undertake to make the payment on receipt of your notice of claim on us addressed to _____ (name of Bank along with branch address) and delivered at our above branch that shall be deemed to have been duly authorised to receive the said notice of claim.

8. It shall not be necessary for CHiPS to proceed against the said Bidder before proceeding against the bank and the Guarantee herein contained shall be enforceable against the bank, notwithstanding any other security which CHiPS may have obtained or obtained from the said Bidder, shall at the time when proceedings are taken against the bank hereunder, be outstanding or unrealised.

9. We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous express consent of CHiPS in writing and agree that any change in the constitution of the Bank or the said Bidder shall not discharge our liability hereunder.

10. The Bank declares that it has the power to issue this guarantee and the undersigned have full powers to do so on behalf of the Bank.

Date _____ day of _____ 2018

Signature of the Issuing / Authority with seal

CORPORATE SEAL

For _____ Bank

Note: A covering letter of confirmation is also to be given by the bank along with this bank guarantee.

******End of Document******