

Date: 19/10/2019
RFP Ref: CO:ITD:CNW:942/R1:2019-20 dated 03.10.2019 for "Providing And Maintaining Links With 4G GPRS Last Mile"
Amendments:

S.No	Clause number	Page no	Clause as per RFP	Amended Clause
1	TECHNICAL BID (Section-VI:1-Point No:10)	29	The service provider shall provide uptime and MRTG graphs real time for the backhaul and GPRS links which are accessible from the portal of service provider. The service provider should provide the login credentials to the portal.	The service provider shall provide uptime and MRTG graphs real time for the backhaul which are accessible from the portal of service provider. The service provider should provide the login credentials to the portal.
2	QUALIFICATION CRITERIA FOR BIDDERS (Section:II:2)	9	The bidder should be a Public/Private limited company and should be in existence in India for more than three years (as on 31.03.2019). - The bidder should possess the valid GSM Mobile service provider license in the country (the list of telecom circles for which license is available should be provided). - The service provider should be providing connectivity with GPRS as last mile on 4G SIMs in all telecom circles of our country from the licensed telecom circles of the service provider and from other telecom circles of the country through arrangements with other service providers. - The bidder should have provided the services with GSM/GPRS last mile for at least 100 locations for Banks/Government/PSU Departments/private Company covering more than one telecom circle and as a proof, the copy of work order and satisfactory performance certificate should be attached (as on 31.03.2019). - The bidder should have valid NLD (National Long Distance) license and have own fiber network connecting Indian Bank DC and DR site. - The bidder should not have been blacklisted by any	The bidder should be a Public/Private limited company and should be in existence in India for more than three years (as on 31.03.2019). - The bidder should possess the valid 2G/3G/4G/LTE Mobile service provider license in the country (the list of telecom circles for which license is available should be provided). - The service provider should be providing connectivity with 2G/3G/4G/LTE as last mile on 4G SIMs in all telecom circles of our country from the licensed telecom circles of the service provider and from other telecom circles of the country through arrangements with other service providers. - The bidder should have provided the services with 2G/3G/4G/LTE last mile for at least 100 locations for Banks/Government/PSU Departments/private Company covering more than one telecom circle and as a proof, the copy of work order and satisfactory performance certificate should be attached (as on 31.03.2019). - The bidder should have valid NLD (National Long Distance) license and have own fiber network connecting Indian Bank DC and DR site. - The bidder should not have been blacklisted by any

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			Government Dept / PSU / Banks currently. Bids, which are not meeting the above criteria, is liable for rejection.	Government Dept / PSU / Banks currently. Bids, which are not meeting the above criteria, is liable for rejection.
3	Settlement of Disputes (Section IV:13)	21	13.1) If any dispute or difference of any kind whatsoever shall arise between the bank and the Successful bidder(s) in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation. 13.2) If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the bank or the Successful bidder(s) may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. 13.3) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. 13.4) Arbitration proceedings shall be conducted in accordance with the following rules of procedure. The dispute resolution mechanism to be applied shall be as follows: a) In case of dispute or difference arising between the Bank and the Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder; the third Arbitrator shall be chosen by the two	13.1) If any dispute or difference of any kind whatsoever shall arise between the bank and the Successful bidder(s) in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation. 13.2) If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the bank or the Successful bidder(s) may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. 13.3) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. 13.4) Arbitration proceedings shall be conducted in accordance with the following rules of procedure. The dispute resolution mechanism to be applied shall be as follows: a) In case of dispute or difference arising between the Bank and the Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder; the third Arbitrator shall be chosen by the two

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	Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties. b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties. c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. 13.5) Notwithstanding any reference to arbitration herein, a) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and b) the bank shall pay the Successful bidder any monies due to the Successful bidder.	Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Presiding Arbitrator, the Presiding Arbitrator shall be appointed in accordance with the provisions contained in Arbitration and Conciliation Act, 1996. b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Arbitrator shall be appointed in accordance with the provisions contained in Arbitration and Conciliation Act, 1996. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties. c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. 13.5) Notwithstanding any reference to arbitration herein, a) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
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4	SERVICE AGREEMENT (Section-IV:5)	LEVEL (SLA)	21	c) Submitting to arbitration may be considered as additional remedy and it does not preclude the parties seek redressal/other legal recourse. a) If connectivity is not available at remote sites for 48 hours from the time of reporting due to reasons attributable to the service provider the monthly rental charges for those locations are not payable for that month.time b) If backhaul connectivity is not available at any location (either DC or DR) the penalty of Rs.5,000/- per hour or fraction thereof will be charged and deducted from the monthly payments. If backhaul connectivity is not available at both locations (DC and DR), 10% of the monthly billing will be deducted for every one hour.	b) the bank shall pay the Successful bidder any monies due to the Successful bidder. c) Submitting to arbitration may be considered as additional remedy and it does not preclude the parties seek redressal/other legal recourse. a) If connectivity is not available at remote sites for 48 hours from the time of reporting due to reasons attributable to the service provider the monthly rental charges for those locations are not payable for that month.time b) If backhaul connectivity is not available at any location (either DC or DR) the penalty of Rs.5,000/- per hour or fraction thereof will be charged and deducted from the monthly payments. If backhaul connectivity is not available at both locations (DC and DR), 10% of the monthly billing will be deducted for every one hour.	C) Uptime requirements: <table><tr><th>Location</th><th>Link with bandwidth availability (highest class with data and voice)</th><th>bandwidth 100%</th><th>MTTR in hours</th></tr><tr><td>DC/DR site</td><td>100 Mbps (1:1)</td><td>1.00*</td></tr></table> *- Beyond 1 hour, the penalty will be applicable as per clause (b).	Location	Link with bandwidth availability (highest class with data and voice)	bandwidth 100%	MTTR in hours	DC/DR site	100 Mbps (1:1)	1.00*
Location	Link with bandwidth availability (highest class with data and voice)	bandwidth 100%	MTTR in hours										
DC/DR site	100 Mbps (1:1)	1.00*											