

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"
Clarifications:

S.No	RFP Point No/Title	Page no in RFP	Clause as per RFP	Query/ Changes requested	Clarifications from the Bank
1	About Bank's Network (Section-I)	7	The Branches are connected to BSNL MPLS cloud primarily through a leased line backed up with MPLS/GPRS/VSAT links. The bandwidth of the leased line is 2 Mbps normally and range up to 10 Mbps. Bank has provided additional leased line connectivity to select branches from other Telecom Service providers. Some of the branches where the leased line is not feasible are connected using VSAT. The Branches/Offsite ATMs are having Cisco 819, 1905, 1921, 1941, 2911 and 4221 Router.	Request the bank to kindly share the model of router in which the SIM will be integrated by the bank team. Also please clarify whether the router will support 4G SIMs as all the latest Telco SIMs offered in industry are 4G latching enabled by default	It is clarified that the router model details are already provided in the RFP. 4G SIM to be installed in routers that supports 4G.
2	Performance Security (Section-III:16)	17	16.1 Within 10 (Ten) days from the date of issue of purchase order for the project by the Bank, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents (issued by a Scheduled commercial bank other than Indian Bank) for a value of 10% of amount mentioned in the purchase order, valid for 42 months with one	We request bank to accept PBG with annual rolling validity	Please adhere to the terms and conditions of RFP.

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3	DELIVERABLES FROM THE BIDDER (Section-II: 3-b)	10	month additional claim period in the form of a Bank Guarantee in the format enclosed (format -7 in Section VI). 16.2 The performance security submitted by the supplier shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract. 16.3 The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract. 16.4 Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.	Request to kindly consider a minimum of 20Mbps MPLS Backhaul bandwidth between Service Provider Hub Site and Bank's Data Center and DR Site and can be increased based on real time network usage as and when required, without any extra cost to the bank.	Please adhere to the terms and conditions of RFP.
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		the existing Backhaul link has to be upgraded by additional 100 Mbps at DC & DR. The new service provider should establish a backhaul link of 100 Mbps at DC & DR. Link utilization has to be maintained at 70% & links has to be upgraded at DC & DR accordingly as and when required. The link including cross connects should be provided till bank routers at DC & DR. The Cost for upgrading the link should be absorbed in the cost provided for GPRS Connections. Bank will not pay the rental charges. (iii) 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. (iv) The service provider will provide necessary routers and ports at Service Provider gateway for the required bandwidth. (v) The service provider shall be responsible for the configuration of the hardware, installation and commissioning of the link with appropriate wiring. (vi) All hardware required for terminating the connectivity shall be	Pls help to confirm the upgradation bandwidth requirement so that we can check for the upgradation cost. Required Clarity on Router requirement at HUB locations. Who will own the router at HUB locations Need clarity as bidder is not providing any hardware at site. Request you to kindly remove GPRS in this clause, as MRTG is not possible in 4G or GPRS SIMs. Request clarification in this clause, What is the expectation of Indian Bank from service provider in terms of termination?	It is clarified that for the existing service provider, the existing Backhaul link has to be upgraded by additional 100 Mbps at DC & DR from the existing backhaul bandwidth. It is clarified that Service provider will own the routers required at HUB locations It is clarified that the Service provider shall be responsible for the configuration of the hardware, installation and commissioning of the link with appropriate wiring for commissioning of backhaul links at the service provider end. Refer Amendment-1 It is clarified that the Service provider shall arrange necessary routers and ports at Service provider gateway for the required bandwidth.
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4	TERMINATION OF DEFAULT (Section-IV:7.1)	21	provided by the service provider and shall remain the property of firm during and after the completion of the contract. 7.1 The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Successful bidder, may terminate this Contract in whole or in part: a. if the Successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or b. if the Successful bidder fails to perform any other obligation(s) under the Contract. c. If the Successful bidder, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.	Service provider will provide the connectivity till MMR room cross connect will be customer scope Kindly consider the clause as below: The Bank, without prejudice to any other remedy for breach of contract, by 30 7 days written notice of to cure the default sent to the Successful bidder(s), may terminate this Contract in whole or in part: a. if the Successful bidder(s) fails to deliver any or all of the deliverables within the period(s) specified in the Contract for reasons directly and solely attributable to the Bidder, or within any extension thereof granted by the Bank; or b. if the Successful bidder(s) fails to perform any other material obligation(s) under the Contract. c. If the Successful bidder(s), in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Provided that the Bidder shall be awarded a fair opportunity of being heard before the Bank makes such a determination	Please adhere to the terms and conditions of RFP. Please adhere to the terms and conditions of RFP.
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5	TERMINATION OF DEFAULT (Section-IV:7)	22	7.1 The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Successful bidder, may terminate this Contract in whole or in part : a. if the Successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or b. if the Successful bidder fails to perform any other obligation(s) under the Contract. c. If the Successful bidder, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. 'For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at	In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.	Please adhere to the terms and conditions of RFP.
			Requesting to clarify if we can add a Cure period of 90 days to remedy the breach in case of any the breach is directly attributable to Bidder.	Requesting to clarify if we can add a Cure period of 90 days to remedy the breach in case of any the breach is directly attributable to Bidder.	Please adhere to the terms and conditions of RFP.

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		artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition. "unethical practice" means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid. 7.2 In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.		
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6	SETTLEMENT OF DISPUTES (Section-IV:10)	23	10.1 If any dispute or difference of any kind whatsoever shall arise between the bank and the Successful bidder 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. 10.2 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 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. 10.3 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. 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	10.3.(a) In case of failure of 2 arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of presiding Arbitrator, presiding arbitrator shall be appointed by Indian Bank Association, India which appointment shall be final and binding on the parties then the parties agree to submit that dispute to the arbitration of the Nani Palkhivala Arbitration Centre, which will appoint the Sole Arbitrator and will conduct the Arbitration in accordance with its rules for conduct of Arbitration proceedings then in force and applicable to the proceedings. If the parties desire to appoint three arbitrators, then while each of the parties shall appoint one Arbitrator, the Centre will appoint the third arbitrator who shall act as the Presiding Arbitrator. Such arbitration shall be the sole and exclusive remedy between the parties with respect to all such disputes. The arbitration shall take place in Delhi and the proceedings shall be in English. The Arbitration Award shall be final and binding on the parties.	Please Amendment-3 refer
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		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 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	(B) If one of the parties fail to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its arbitrator by other party, then Indian Bank's Association shall appoint Arbitrator. the parties agree to submit that dispute to the arbitration of the Nani Palkhivala Arbitration Centre, which will appoint the Sole Arbitrator and will conduct the Arbitration in accordance with its rules for conduct of Arbitration proceedings then in force and applicable to the proceedings. (c) Arbitration proceedings shall be held at Chennai, New Delhi, India..	
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7	APPLICABLE LAW (Section- IV:13)	24	Successful bidder. c) Submitting to arbitration may be considered as additional remedy and it does not preclude the parties seek redressal/other legal recourse. The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.	Arbitrators appointment decision shall be mutually with both the parties, IBA being a biased party shall not have rights to appoint Arbitrator as this may result in a decision favourable to the Bank. Hence suggest deletion and added Nani Palkivala Arbitration Centre as dispute resolving mechanism as its cost and time effective mechanism. The Arbitration proceedings shall preferably be conducted at New Delhi	Please adhere to the terms and conditions of RFP.
8	COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952 (Section-IV:16)	24	The Successful bidder has to submit attendance, salary, appointment letters etc. Of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF	Suggest deletion as all the documents like appointment letters and salary details are confidential information and shall not be shared with the Bank.	Please adhere to the terms and conditions of RFP.

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			challan with the ECR should be submitted.			
9	ADDITIONAL CLAUSE	NA	General	Any amount, which is unpaid by the Customer, shall bear interest at an annual rate equal to SBI PLR+2% from the date when such payment has become due until such time the payment is actually made.	Please adhere to the terms and conditions of RFP.	
10	ADDITIONAL CLAUSE	NA	General	The Bidder reserves the right to cancel the contract in the following events: • If Bank is in breach of any obligation under this Agreement. • If Bank fails to make the payment of invoices within 30 days of receipt of such invoice. • If Bank is declared bankrupt or insolvent by a court of competent jurisdiction or, any winding-up or analogous proceedings are admitted in respect of either Party and are not discharged within sixty (60) days.	Please adhere to the terms and conditions of RFP.	

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11	ADDITIONAL CLAUSE	NA	General	Notwithstanding any other provision of this neither Party shall be liable to the other for any indirect, reliance, special, punitive, consequential, exemplary or incidental damages , (including without limitation damages for harm to business, lost revenues, lost sales, lost savings, lost profits (anticipated or actual), loss of use, downtime, injury to persons or damage to property and claims of third parties), regardless of the form of action,(whether in contract, warranty, strict liability or tort) , (including without limitation negligence of any kind , (whether active or passive) or any other legal or equitable theory arising out of or in connection with this Agreement including the Services, even if a Party has been advised of the possibility of such damages.	Please adhere to the terms and conditions of RFP.
12	TECHNICAL BID (Section-VI:1- Point No:1)	32	LTE/4G should be enabled in SIMs for data transfer only. SMS and voice to be masked necessarily. Bank will not be responsible if any SIM is found enabled / used with any other services other than LTE/4G and Bank will not be making any payment for such wrongly-enabled services, if utilised. If LTE/4G is available at the remote locations the SIM should connect using LTE/4G.	Request to consider If LTE/4G is unavailable in remote location SIM Shall connect using EDGE/GPRS/3G	It is clarified that the SIM will be deployed in locations where 4G/LTE is available. The successful bidder should provide the locations list at which 4G/LTE is available.

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13	TECHNICAL BID (Section-VI:1- Point No:10)	33	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.	Request to consider MRTG for backhaul link on realtime and exclude GPRS links for MRTG	Please refer Amendment-I
14	DELIVERABLES FROM THE BIDDER (Section-II:3-a)	9	(i) LTE/4G should be enabled in SIMs for data transfer only. SMS and voice to be masked necessarily. Bank will not be responsible if any SIM is found enabled / used with any other services other than LTE/4G and Bank will not be making any payment for such wrongly-enabled services, if utilized. If LTE/4G is available at the remote locations the SIM should connect using LTE/4G. (ii) For 4G connections the link should work at 4G speed till usage of 10GB in a month. (iii) Service Provider should provide SIM cards in Chennai and SIM Cards should be enabled for all India roaming and uniform tariff in all circles across India. The SIM will be a last mile for MPLS circuit and will be installed in Bank router. The service provider shall create a circuit id for each circuit. (iv) The SIMs are to be provided with unlimited data plans and the tariff will be fixed for a month irrespective of the usage. No additional payment will	Cant commit the speed as 4G till all the times. 4G speed will be downgrade over 3G/2G based on the location Signal strength. Kindly remove "The service provider shall create a circuit ID for each circuit." from this clause. Suggestec Clause is: "Service Provider should provide SIM cards in Chennai and SIM cards should be enabled for all India roaming and uniform terrif in all circles across India. The SIM will be a last mile for MPLS circuits and will be installed in bank router." Kindly remove this clause, as numbers cannot be reserved. Kindly clarify the requirement, does Indian bank needs Private APN?	It is clarified that the clause is for 4G services only which should not downgrade to 2G/3G. Please adhere to the terms and conditions of RFP. Please adhere to the terms and conditions of RFP. Yes. A separate unique APN should be exclusively configured for Indian Bank only.

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		be made by the bank over and above the finalized monthly rental. (v) The service provider should provide pool of static private IP addresses to be allotted to SIMs for Indian Bank and also reserve a range of mobile numbers for the bank. The IP Addresses allotted should be static for each mobile number. The IP addresses allotted should not conflict with existing IP addresses in Bank network. The IP addresses allotted should be reachable from anywhere in Indian Bank network. Necessary configuration should be done by the service provider for achieving the same. (vi) The IP traffic from remote sites should be routed through a separate private network which is not connected to internet at all. (Certificate to this effect should be provided by Service provider) (vii) Access Point Name (APN): A separate unique APN should be exclusively configured for Indian Bank only. For every SIM, the service provider will provide mobile number, APN Name, PIN number, wherever applicable for the activation of LTE/4G service.		
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15	TIMEFRAME FOR COMPLETION OF ACTIVITIES (Section-II:4)	11	The backhaul connectivity should be established within 4 weeks from the date of acceptance of Purchase order. If backhaul connectivity is already available, the existing backhaul connectivity at DC & DR Site should be upgraded by additional 100 Mbps within 3 weeks from the date of acceptance of Purchase order. The connectivity between remote sites using SIMs from telecom circles should be made live within 4 weeks from the date of acceptance of Purchase order. Power and earthing	Requesting to change the same to 8 weeks from acceptance of the purchase order in case of bidder MUX not available in building. Timelines required to arrange the ROW permissions from local authorities and fiber work. Reconsider the clause delivery timeline 4 to 6 weeks from the date of PO.	Please adhere to the terms and conditions of RFP. Please adhere to the terms and conditions of RFP.
16	ADDITIONAL CLAUSE	NA	Power and earthing	RACK SPACE & online UPS power supply and earthing arrangement for the bidder network devices will be arranged by customer.	it is clarified that bidder is not expected to provide any equipment at bank premises.
17	ADDITIONAL CLAUSE	NA	Network equipment safety.	In case of any device found lost or damaged than customer has to bear the cost for lost/damaged as well as new device.	No equipment to be provided to bank. Please adhere to the terms and conditions of RFP.
18	ADDITIONAL CLAUSE	NA	Central spoke	Central spoke from customer is required -> address and resolve all customer end issues. -> provide link delivery acceptance -> weekly/monthly project review -> Invoice submission and clearance.	Central spoke details will be provided in the project kick off meeting.

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19	ADDITIONAL CLAUSE	NA	Acceptance criteria	Acceptance will be link wise within 24-48 hours of delivery and acceptance criteria will be ping test to DC-DR. Bidder will be allowed to activate the sitewise billing immediately from the date of acceptance.	Please adhere to the terms and conditions of RFP.
20	ADDITIONAL CLAUSE	NA	Deemed Acceptance	If the customer doesn't give acceptance within 3 days on test, it will be considered as deemed acceptance and billing will start from the 4th day onward.	Please adhere to the terms and conditions of RFP.
21	ADDITIONAL CLAUSE	NA	COS criteria	Please confirm the COS, protocol, LAN Ip and on site contact details along with PO	It is clarified that - CoS is Voice grade circuit - Other details will be provided in the project kick off meeting.
22	ADDITIONAL CLAUSE	NA	First level troubleshooting	In case of connectivity down, FLT will be done by the customer spoke available at site. No downtime will be applicable to bidder incase the local person is not available at site or on site access is not available for the bidder engineer to check after the FLT.	Please adhere to the terms and conditions of RFP.
23	ADDITIONAL CLAUSE	NA	SLA calculation	SLA/downtime calculation will be done basis the trouble ticket raised by the customer with the bidder. Bidder will share the monthly uptime report with the customer where all the SR will be captured along with detailed RFO/RCA.	Please adhere to the terms and conditions of RFP.

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24	ADDITIONAL CLAUSE	NA	Uptime report	Monthly uptime report will be shared by the bidder where details for all the TT/SR/complaints will be captured along with RFO/RCA. This report will be considered to calculate monthly SLA/uptime.	Please adhere to the terms and conditions of RFP.
25	ADDITIONAL CLAUSE	NA	SLA on 4G/3G/2G	SLA/uptime, BW availability for the connectivity delivered on 4G/3G/2G media will be on best effort basis.	This quote is only for 4G. Please adhere to the terms and conditions of RFP.
26	ADDITIONAL CLAUSE	NA	SLA	NO SLA penalty will be applicable on bidder incase the location is down due to 1) Power issue at customer end. 2) Improper earthing at site. 3) Equipment damaged due to water seepage or stolen from the location. 4) Access not available at site for the bidder engineer to check the issue. 5) LC not available at site. 6) Any condition which is beyond the control of bidder.	Please adhere to the terms and conditions of RFP.
27	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 bidder should possess the valid GSM/ 4G mobile service provider licence in the Country" The service provider should be providing connectivity with GPRS/ 4G/ LTE as last mile on 4G SIMs in all telecom circles	Please Amendment-2 refer Please Amendment-2 refer

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		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 Government Dept / PSU / Banks currently. Bids, which are not meeting the above criteria, is liable for rejection.	"The bidder should have provided the services with GSM/ GPRS/ 4G/ LTE/ wireline last mile for atleast 100 locations for banks/ Government / PSU departments or private companies covering more than 1 telecom circle or any where in India as on 31.03.2019"	Please Amendment-2	refer
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28	QUALIFICATION CRITERIA FOR BIDDERS (Section-II:3-c)	11 i) 100 Mbps MPLS VPN connectivity should be provided from service providers GGSN (Gateway GPRS Support Node) to Indian Bank DC and DR site on service providers own cables. (ii) The Service provider should provide a single point of contact for fault booking and rectification at Chennai. The team should be available 24x7 to attend to faults in backhaul issues and from 0800 hours to 2000 hours on all days of the week for attending to faults in remote sites. (Detailed escalation matrix should be provided) (iii) The Service provider should arrange to provide the SIMs at Chennai on request as per the tariff in lots of 10 SIMs or more. The sims are to be provided and activated and configured to work in the MPLS cloud of the bank by connecting to the network using the separate APN configured for the bank within 72 hours from the time of request. If the SIMs are not provided within 72 Hours from the time of request, Rs.100/- per SIM per day will be charged as Liquidated damages till the SIM is provided to the bank in working condition. The Liquidated damages charges will be recovered from the subsequent bills.	This clause is very stringent as the volume is very high. Suggested Clause is: "If the SIMs are not provided within 72 hours from the time of request Rs.10 per SIM per day will be charged as liquidated damages till the SIM is provided to the bank in working condition." This clause is very stringent as the volume is very high. Suggested Clause is: "If SIMs are not provided and activated within the timeframe, 0.01% of monthly billing will be deducted for every one day of delay for each SIM." How this will be calculated, kindly confirm. This will double the penalty, hence this clause should be relaxed for the MPLS based service we can provide IPv4 private IP's instead of IPv6, hence this clause should be relaxed.	Please adhere to the terms and conditions of RFP. Please adhere to the terms and conditions of RFP. (1% of Cost per SIM per Month)*No. of connections activated/replaced within 72 hours from the time of request Please adhere to the terms and conditions of RFP. Please adhere to the terms and conditions of RFP.
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		(iv) The billing should be centralized and payable at Chennai. Service Provider should ensure delivery of hard copy of bills to user. (v) The change of billing address as and when required should be accepted. (vi) SIMs found not working due to damage or otherwise should be replaced and activated within 72 hours from the time of request. If SIMs are not provided and not activated within the time frame, 1% of monthly billing for that month will be deducted for every one day of delay for each SIM. vii) IPv6 Compliance: The link should be initially commissioned to support dual stack(IPv4 and IPv6) and based on the requirements of the bank migrate the network to IPV6. viii) Threshold alert has to be provided. In case of network failure, service provider has to provide ping response from MPLS PE to the sim IP address. For all the sites where sim is deployed, half-yearly report has to be submitted whether sim is working on 2G/3G/4G Connectivity.		
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29	LIMITATION OF LIABILITY (Section-IV:11)	24	Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender. This limit shall not apply to third party claims for a) IP Infringement indemnity b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.	We understand that the knowledge qualifier is considered in this clause. Indemnity shall be limited to any Act which constitutes a knowing breach of IP and which is directly attributable to Service Provider. Kindly Suggested Clause is: "IP Infringement Indemnity with knowledge qualifier" Requesting to add - Neither party shall be liable to the other under these terms for indirect, special, incidental, consequential, exemplary or punitive damages even if the parties are aware of such possibilities	Please adhere to the terms and conditions of RFP.
				Please adhere to the terms and conditions of RFP.	

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30	ADDITIONAL CLAUSE	NA	General	The Provision of services by the bidder and use of the same by the bank will be as per T&C of the unified license , in compliance with applicable laws. Bank shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement and shall comply with instructions while Regulatory authorities while subscribing and surrendering the services as per terms of the contract	Please adhere to the terms and conditions of RFP.
31	SERVICE LEVEL AGREEMENT (SLA) (Section- IV:5)	21	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.	Providing connectivity through SIM based service we can provide the SLA on best effort basis Pls reconsider the SLA clause Pls reconsider the clause we can provide the connectivity at DC & DR with 99.5% uptime	refer Amendment-4 refer Amendment-4

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32	TERMINATION FOR CONVENIENCE (Section-IV:9)	22	9.1. Either Parties, by 6 months written notice, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. 9.2. The SIMs that are delivered in working condition and ready for deployment as on date of service provider's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.	Requesting to delete Termination of convenience owing huge capex investment provided by Bidder for providing services.	Please adhere to the terms and conditions of RFP.
33	Payment terms (Section-IV:6)	21	The Payment shall be made on monthly basis at the end of monthly billing period (i.e in arrears) within 30 days of receipt of invoice complete in all respect and other documents required for payments. The payment will be released subject to deductions on account of liquidated damages, if any centrally at Chennai. Address for billing: Information Technology Department, Indian Bank Head Office, 66, Rajaji Salai, Chennai -1, Ph:044-25269724	Requesting to clarify if this can be modified to date of Invoice instead of receipt of Invoices	Please adhere to the terms and conditions of RFP.

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