



Amendments

S.No	Clause number	Page no	Clause as per RFP	Amended Clause
1	Schedule - 5	2	b. All Annexure except (V,IX,X,XII,XIII,XIV) as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.	b. All Annexure except (6,7,8,9,13,14) as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
2	Section - I	5	The cost of the bid document is Rs.10,000/- (Rupees Ten Thousand Only). The amount has to be documents should be paid at the time of pre-bid meeting. Bidders who do not attend the pre-bid meeting can submit the DD on the date of submission of bid (offline mode under schedule 6) paid by way of a Demand Draft (DD) favouring INDIAN BANK payable at Chennai. Cost of bid	The cost of the bid document is Rs.10,000/- (Rupees Ten Thousand Only). The amount has to be paid at the time of pre-bid meeting. Bidders who do not attend the pre-bid meeting can submit the same on the date of submission of bid as DD favouring INDIAN BANK payable at Chennai. / bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.: Account No.: 743848138 Account Name: INDIAN BANK,H.O.TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour. Remarks while making transaction to be written as : Company Name_ Bid Fee_ RFP NO.
3	Scope of work and deliverables.	13	Shifting of Links:Whenever bank wishes to shift the location of any site, the links should be shifted to the new site within 1 weeks if last mile proposed is on copper/fiber & within 2 weeks if last mile proposed is on RF. The charges for shifting of links irrespective of the type of the last mile connectivity/Bandwidth should be quoted by the provider in the Commercial Bid.	Shifting of Links:Whenever bank wishes to shift the location of any site, the links should be shifted to the new site within 2 weeks if last mile proposed is on copper/fiber & within 3 weeks if last mile proposed is on RF. The charges for shifting of links irrespective of the type of the last mile connectivity/Bandwidth should be quoted by the provider in the Commercial Bid.
4	Scope of work and	15	Link commissioning at all the locations for which Purchase order has been placed by the Bank are to be completed within 3 weeks from	Link commissioning at all the locations for which Purchase order has been placed by the Bank are to be completed within 6 weeks from the date of issue of



	deliverables.		the date of issue of Purchase order / commissioning instruction by the Bank.	Purchase order / commissioning instruction by the Bank.
5	Section – III,4	21	<p>Documents constituting the bid The Bid prepared by the Bidder should comprise the following components: 4.1 Demand draft for cost of bid document. (copy of DD to be submitted, if Demand draft is submitted during pre-bid meeting)</p>	<p>The Bid prepared by the Bidder should comprise the following components: 4.1 Demand draft for cost of bid document. (copy of DD/ Online payment receipt to be submitted, if cost of bid document paid during pre-bid meeting)</p>
6	Section – IV	28	<p>Conditions of Contract : Additional Point under Definitions</p>	<p>The relationship between the Parties is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries or its employees thereof or to provide any Party with the right, power or authority, whether express or implied to create such duty or obligation on behalf of the other party. The parties shall be deemed to be independent contractors and employees of one shall not be deemed to be the employees of the other.</p> <p>Successful bidder/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration,</p>





				claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.
7	Section – IV	29	2. OBLIGATIONS OF THE BIDDERS – Additional Point	2.4 Non Disclosure Agreement & Service Level Agreement : Successful bidders has to execute Non disclosure agreement & Service Level Agreement in the formats enclosed with the bid document within 7 days of acceptance of purchase order.
8	Section - V	37	2.3 All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.	2.3 All Annexure except (6,7,8,9,13,14) as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
9	Section - VI	61	Additional Clause - included in Non Disclosure Agreement under Confidential Information Clause	<i>"Confidential Information means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in</i>





				<p><i>which disclosing party is engaged.”</i></p> <p>The following Indemnity clause may also added suitably <i>“The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.”</i></p>
10	Section - VI	64	Additional Clause - included in Service Level Agreement as Last Paragraph	<p>The supplier will have to enter into a Non Disclosure agreement (As per the format mentioned in RFP) with the Bank to safeguard the confidentiality of the Bank’s business information, legacy applications and data.</p> <p>The following documents shall be deemed to be form and be read and construed as part and parcel of this agreement viz;</p> <ul style="list-style-type: none"> a) RFP No.....dated.....for..... b) The Bid Form and the price schedule submitted by the Bidder c) The Purchaser’s notification of award d) Contract form dated e) Non Disclosure Agreement dated... <p>In the event of any conflict between the RFP and this Agreement, the provisions contained in the RFP shall prevail over this agreement.”</p>

