

RFP Ref: CO:ITD:CNW:396/R1:2019-20 dated 23.09.2019 for "Providing Internet Connectivity with DDoS Services"
Amendments:

S.No	Clause number	Page no	Clause as per RFP	Amended Clause
1	Section VI:1. Technical Bid-A-11	29	Static IP IPV4 & IPV6 Addresses - static IP addresses are required at every site. The number of static LAN IP addresses should be minimum 32 on IPV4 and /64 on IPV6, at both locations. Apart from LAN IPs for the Link, link IPs are to be provided	Static IP IPV4 & IPV6 Addresses - static IP addresses are required at every site. The number of static LAN IP addresses should be minimum /25 on IPV4 and /64 on IPV6, at both locations. Apart from LAN IPs for the Link, link IPs are to be provided
2	Section VI:1. Technical Bid-A-7	29	The latency at all times to ping to common websites like google.com and Yahoo.com (servers located in Europe) should not exceed 100 ms. If at any time Latency is observed to be more than 100ms, same may be treated as link outage till the latency is restored to less than 100ms.	The latency at all times to ping to common websites like google.com and Yahoo.com (servers located in Europe) should not exceed 200 ms. If at any time Latency is observed to be more than 200ms, same may be treated as link outage till the latency is restored to less than 200ms.
3	Section IV: 13.Settlement of Disputes	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	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

		<p>no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>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.</p> <p>13.4) Arbitration proceedings shall be conducted in accordance with the following rules of procedure.</p> <p>The dispute resolution mechanism to be applied shall be as follows:</p> <p>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 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</p>	<p>dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>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.</p> <p>13.4) Arbitration proceedings shall be conducted in accordance with the following rules of procedure.</p> <p>The dispute resolution mechanism to be applied shall be as follows:</p> <p>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 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,</p>
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			<p>any monies due to the Successful bidder.</p> <p>c) Submitting to arbitration may be considered as additional remedy and it does not preclude the parties seek redressal/other legal recourse.</p>	<p>a) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and</p> <p>b) the bank shall pay the Successful bidder any monies due to the Successful bidder.</p> <p>c) Submitting to arbitration may be considered as additional remedy and it does not preclude the parties seek redressal/other legal recourse.</p>
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