



PASCHIM BANGA GRAMIN BANK
DEPARTMENT OF INFORMATION TECHNOLOGY, HEAD OFFICE
NATABAR PAL ROAD, CHATTERJEE PARA MORE, HOWRAH – 711101

Date: 20.10.2023

Corrigendum for SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G (SINGLE SIM BASED) OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS (RFP Ref No: PBGB/HO/DIT/1561/2023-24 Date: 30/09/2023).

S.No	Clause No.	Page No.	Original Clause in RFP	Modified Clause
4	21. Order Cancellation	50	<p>The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <p>i. The System Integrator commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.</p> <p>ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.</p> <p>iii. The System Integrator/Vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.;</p> <p>iv. The System Integrator goes into liquidation voluntarily or otherwise.</p> <p>v. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.</p> <p>vi. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.</p> <p>vii. Non-compliance of the scope of the job.</p> <p>viii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.</p> <p>ix. The System Integrator/Vendor fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.</p> <p>x. On the events of data piracy / privacy / system failures / security failures.</p> <p>xi. If deductions on account of liquidated damages exceed more than 10% of the total order price.</p> <p>In case of cancellation of order</p> <p>i. In case the System Integrator fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and</p>	<p>The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <p>i. The Service Provider commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.</p> <p>ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.</p> <p>iii. The Service Provider/ Vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.;</p> <p>iv. The Service Provider goes into liquidation voluntarily or otherwise.</p> <p>v. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.</p> <p>vi. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.</p> <p>vii. Non-compliance of the scope of the job.</p> <p>viii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.</p> <p>ix. The Service Provider/Vendor fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.</p> <p>x. On the events of data piracy / privacy / system failures / security failures.</p> <p>xi. If deductions on account of liquidated damages exceed more than 10% of the total order price.</p> <p>In case of cancellation of order</p> <p>i. In case the Service Provider fails to deliver the ordered services as stipulated in the delivery schedule, BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the Service Provider with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.</p>

		<p>responsibility of the System Integrator with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.</p> <p>ii. If the System Integrator does not perform satisfactorily or delays execution of order, Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the System Integrator is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p> <p>iii. Bank reserves the right to recover any dues payable by the System Integrator under the contract from any amount outstanding to the credit of the System Integrator, including the bills and /or invoking the Bank Guarantee under this purchase order.</p> <p>iv. In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if System Integrator fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.</p> <p>v. Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.</p> <p>In case of order cancellation Bank will notify System Integrator with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will became absolute.</p>	<p>ii. If the Service Provider does not perform satisfactorily or delays execution of order, Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the Service Provider is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p> <p>iii. Bank reserves the right to recover any dues payable by the System Integrator under the contract from any amount outstanding to the credit of the System Integrator, including the bills and /or invoking the Bank Guarantee under this purchase order.</p> <p>iv. In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if System Integrator fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.</p> <p>v. Service Provider should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.</p> <p>In case of order cancellation Bank will notify Service Provider with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will became absolute.</p>
PART –IV - SCOPE OF THE WORK - Point 84	39	<p>Latency should not be more than 75 ms (End to End i.e. Branch router to DC & DR router) for a 1500 byte packet size measured for a minimum of 1000 packets. Tool should be provided to bank for monitoring the same on real-time basis at no additional cost to the bank.</p>	<p>Latency should not be more than 100 ms (End to End i.e. Branch router to DC & DR router) for a 1500 byte packet size measured for a minimum of 1000 packets. Tool should be provided to bank for monitoring the same on real-time basis at no additional cost to the bank.</p>

	PART –IV - SCOPE OF THE WORK - Point 88	40	Pole/Tower removal, in case of shifting of branch or termination of link has to be done by Bidder without any additional cost to the Bank.	in case of shifting of branch premises termination of link in new premises has to be done by Bidder.
1	26. Guarantees	54	System Integrator should guarantee that all the material as deemed suitable for the delivery and management for this RFP. All hardware and software must be supplied with their original and complete printed documentation	Clause stands Deleted
