



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

Date: 20.10.2023

Pre-Bid Responses/ Clarifications to Queries 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.	Content in RFP	Queries	Response
1	Part-V	44	Following will be excluded while calculating the down time	<p>Requesting Customer to please add exclusions to Service Levels as follows:</p> <p>Service availability Percentage, Network Latency, Network Packet Loss, Jitter and MT Repair measurements do not include Downtime resulting in whole or in part from one or more of the following causes:</p> <p>I. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of RJIL through the process defined by RJIL of a Service Disruption</p> <p>ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Company.</p> <p>iii. The failure of Customer's applications, equipment, or facilities including any third party equipment</p> <p>iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Company personnel,</p> <p>v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE</p> <p>vi. Events or occurrences that result in "No problem Found" Trouble Tickets</p> <p>vii. Trouble Tickets associated with new installations or upgrades</p> <p>viii. Customer initiated change request in the service while the change request is under progress.</p>	Clause stands as per RFP

- ix. Planned repairs, modifications or maintenance notified to Customer in advance,
- x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Company,
- xi. Suspension of Service by the Company.

2	17. Compliance With Laws	48	<p>17. Compliance With Laws b .The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.</p>	<p>Trust this is restricted to laws which are relevant and applicable to Bidder for providing services under this Tender.</p> <p>Further, there is no permant deployment of any resources there is no requirement of CLRA , if scope mandates any requirement then same shall be done through a group entity,. However bidder will be responsible for act and omission of such group entity. Trust this is ok</p>	<p>Clause stands as per RFP</p>
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3	21. Order Cancellation	50	<p>21. Order Cancellation</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>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>x. On the events of data piracy / privacy / system failures / security failures.</p>	<p>Requesting customer to qualify breach under sub clause (i), (ii),(vi), (vii) as non performance as per SLA.</p> <p>Non performance of services under this clause shall mean performance of services below threshold levels as agreed in the SLA for 3 (consecutive)SLA measurement periods due to acts directly attributable to Bidder. In such case Customer shall render 30 days cure period to rectify the breach and if such breach is not cured by Bidder then Customer may terminate particular link under the contract which is not performing. If breach is cured then customer shall not terminate such links</p> <p>Further data piracy / privacy / system failures / security failures are within control of Customer in relation to its data. Bidder is only providing connectivity services.</p>	<p>Clause stands as per RFP</p>
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4	21. Order Cancellation	50	<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 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>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</p>	<p>This is not applicable we are not providing. Hardware, software, FM services , etc., ,</p> <p>Further risk and cost is not acceptable. Kindly waive of such provision</p>	Please refer corrigendum
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is after repaying the original amount paid

5	22. Indemnity	51	22. Indemnity	<p>Considering the regulated scope of services certain open ended indemnitees are not possible and we request Bank to consider the same and issue applicable indemnitees relevant to scope.</p> <p><u>Breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder</u> - This is very broad and may be interpreted to include SLA breach as well. We request Bank to clarify specific provision under reps and warranties as requires, so that same can be mutually agreed.</p> <p><u>We request that clause shall be construed specific to scope of services and parties can mutually agreed to such clause once contract is awarded</u></p>	Clause stands as per RFP
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6	24. Privacy and Security Safeguards	52	24. Privacy and Security Safeguards	This is not applicable we are not providing security as services and scope is limited to MPLS and SIMs,	Clause stands as per RFP
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7	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	This is not applicable we are not providing. Hardware, software, ,	Please refer corrigendum
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8	31. Termination	56	<p>31. Termination</p> <p>i. The System Integrator commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the System Integrator</p> <p>viii. After award of the contract, if the System Integrator does not perform satisfactorily or delays execution of the contract, BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the System Integrator is bound to make good the additional expenditure, which BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever</p>	<p>Requesting customer to qualify breach under this clause as non performance as per SLA. Non performance of services under this clause shall mean performance of services below threshold levels as agreed in the SLA for 3 (consecutive)SLA measurement periods due to acts directly attributable to Bidder. In such case Customer shall render 30 days cure period to rectify the breach and if such breach is not cured by Bidder then Customer may terminate particular link under the contract which is not performing. If breach is cured then customer shall not terminate such links</p>	<p>Clause stands as per RFP</p>
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9	32. Termination for Convenience	56	32. Termination for Convenience	Requesting customer to not terminate the agreement for convenience owing to huge capex investment by the Bidder	Clause stands as per RFP
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10	34. Termination for Default	57	34. Termination for Default	<p>Requesting customer to qualify default under this clause as non performance as per SLA. Non performance of services under this clause shall mean performance of services below threshold levels as agreed in the SLA for 3 (consecutive)SLA measurement periods due to acts directly attributable to Bidder. In such case Customer shall render 30 days cure period to rectify the breach and if such breach is not cured by Bidder then Customer may terminate particular link under the contract which is not performing. If breach is cured then customer shall not terminate such links</p>	Clause stands as per RFP
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11	40. Privacy & Security Safeguards	60	40. Privacy & Security Safeguards	This is not applicable we are not providing security as services and scope is limited to MPLS and SIMs,	Clause stands as per RFP
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12	41. Non-Disclosure Agreement	60	41. Non-Disclosure Agreement	<p>Request to add a clause for protecting the information bidder as well in case of any shared between parties</p> <p>Survival period of NDA shall be restricted to 2 year post termination /expiry of the agreement</p>	Clause stands as per RFP
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13	Annexure- P	95	NON-DISCLOSURE AGREEMENT	<p>Request to add a clause for protecting the information bidder as well in case of any shared between parties</p> <p>Survival period of NDA shall be restricted to 2 year post termination /expiry of the agreement</p>	Clause stands as per RFP
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14	Additional	Additional	Documents to be executed by Customer	<p>The Provision of services by the bidder and use of the same by the Customer will be as per T&C of the unified license , in compliance with applicable laws.</p> <p>2. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement.</p>	Clause stands as per RFP
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15	4	30	<p>Bidder should provide connectivity through wire line media meeting the bandwidth, latency, uptime, secured connectivity aspects etc. and other requirement mentioned in this RFP. For the branches where MPLS on Wired is not feasible at all, 4G/5G as last mile will be 2nd option and wireless would be the 3rd option</p>	<p>Request the client to either do site-wise evaluation/comparison amongst bidders w.r.t. medium of communication or provide appropriate weightage to wired, 4G/5G & wireless connection in the descending order and then do evaluation</p>	<p>Clause stands as per RFP</p>
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16	43	35	<p>Audit: Bank and/or third party consultants hired by Bank/RBI/NABARD should have rights to audit/review the whole setup of the bidder catering to Bank's application. The Bidder should provide proper access to the documents required by the auditors. The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to inspecting auditors of the Bank and extend full cooperation in carrying out of such inspection. The bank has reserves the right to call for any material information/report etc.</p>	<p>Scope of Audit should be defined and limited only to the extent relevant to this tender</p>	<p>Clause stands as per RFP</p>
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17	58	36	<p>In future, bank may carry out design modification and/or application addition to the bank network, including modification for the security policy implementation. Accordingly vendor should carry out necessary configuration changes in the MPLS network, as advised by the bank time to time and no additional cost will be borne by the bank in this regard.</p>	<p>Request the client to please remove this clause from the RFP. Or include - 'Any design modifications/changes should be done at additional cost at mutually consented rates between both the parties</p>	<p>If, enhancement of bandwidth is required, Bank will pay for additional bandwidth cost only.</p>
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18	62	37	Bank will only provide Rack space, required earthing voltage and UPS Power supply for installation or commissioning of required links in branches/offices.	Please confirm that this will be provided at 'zero' cost	Bank will not charge any cost for the same
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19	16	47	<p>Right to Alter Quantities The Bank reserves the right to alter the number of hardware hardware/software/licenses specified in the tender in the event of changes in plans of the Bank. Any decision of Bank in this regard shall be final, conclusive and binding on the System Integrator. The bank reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/software/licenses as mentioned above. Bank reserves the right to alter the quantities at any time not exceeding 25% of the total contract value without prior notice to the System Integrator(s).</p>	<p>Maximum quantity reduction/increase at same rates should be restricted only to the extent of +/-10%</p>	<p>Clause stands as per RFP</p>
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20	32	56	<p>Termination for Convenience The Bank, by written notice sent to the vendor, 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 Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. In case of Termination of Convenience Bank will provide notice period of 90 days inclusion cure period of 30 days. 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>	Please remove this clause from the RFP	Clause stands as per RFP
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21		3 30	Any deviation with respect to feasibility report submitted such as wired to 4G/5G on wireless, increase in pole height for wireless, declared as feasible, etc. but later during the implementation of the project found to be non-feasible, will not be accepted. The selected bidder shall be penalized for the deviation	Request to delete the clause	Clause stands as per RFP
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22	60	37	<p>During the contract, if bidder upgrades its own system then connectivity should be available at DC/DR/Branches/offices without any changes at DC/DR/Branches/offices level, however, if any upgradation/changes has to be done it should be without any additional cost and with prior approval from Bank</p>	<p>If there is any upgrade in BW then the incremental cost will be negotiable</p>	<p>Clause stands as per RFP</p>
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23	86	40	For the pole to be installed in the branch roof top for Wireless link (RF), the height of pole should not be more than 06 meters	Request to make it to 9 Mtrs.	Refer to the corrigendum.
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24	103	41	Bidder should take necessary landlord permission (if required) for installation of outdoor unit, in case of wireless link.	This should be in scope of Bank. TSP will not be able to do it.	Clause stands as per RFP
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25	3	42	<p>Bank may place order with the bidder for shifting of link at anywhere in India during the contract period. Shifting activity of link will include dismantling & shifting of network equipment related for the link and re-commissioning of network link at new location. Shifting of link to be completed within 2 weeks from date of PO for shifting the link. However, no payment will be given for the shifting of network devices in the same premises.</p>	Shifting cost will be negotiable	Clause stands as per RFP
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26			Penalty Terms	Request to change the penalty terms to minimum 2% on every drop for 0.5% drop in SLA uptime	Clause stands as per RFP
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27		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 responsibility of the System Integrator with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.	Request to delete the clause	Clause stands deleted
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PART –IV - SCOPE OF THE WORK - Point 3	30	Any deviation with respect to feasibility report submitted such as wired to 4G/5G on wireless, increase in pole height for wireless, declared as feasible, etc. but later during the implementation of the project found to be non-feasible, will not be accepted. The selected bidder shall be penalized for the deviation.	Request to Chage the Cause as >80% compliance there will be no penalty , If <80% then penalty will be imposed.	Clause stands as per RFP
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PART –IV - SCOPE OF THE WORK - Point 4	30	Bidder should provide connectivity through wire line media meeting the bandwidth, latency, uptime, secured connectivity aspects etc. and other requirement mentioned in this RFP. For the branches where MPLS on Wired is not feasible at all, 4G/5G as last mile will be 2nd option and wireless would be the 3rd option.	As RF is more stable and letancy and SLA will be Better then 4G/5G so request you to change the clause to "Bidder should provide connectivity through wire line media meeting the bandwidth, latency, uptime, secured connectivity aspects etc. and other requirement mentioned in this RFP. For the branches where MPLS on Wired is not feasible at all, Wireless as last mile will be 2nd option and 4G/5G would be the 3rd option "	Clause stands as per RFP
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PART –IV - SCOPE OF THE WORK - Point 42	35	During the contract period, the Bank reserves the right to add/ upgrade/replace/move any or all hardware components installed at the specified locations. In such eventuality, the bidder shall be obliged to carryout necessary activities for facilitating such operations (if required) as advised by the Bank from time to time, at no extra cost to the Bank.	Upgrade the device if required to provide the services which bidder is offering . For Service upgradation of the existing service commercial may be required.	Clause stands as per RFP
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PART –IV - SCOPE OF THE WORK - Point 62	37	Bank will only provide Rack space, required earthing voltage and UPS Power supply for installation or commissioning of required links in branches/offices. All other required infra should be arranged by bidder at no extra cost to Bank. Bank will not take any responsibility for installation of MUX/MAST/RF antenna/ Modems etc. Bidder should take adequate insurance for deploying hardware at no cost to Bank for preventing the equipment from any kind of damages.	Cross connect in Data center will be provided by Bank? Or bidder will be responsible for the same?	Cross connect will be provided by Bank.
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<p>PART –IV - SCOPE OF THE WORK - Point 75</p>	<p>38</p>	<p>The bidder shall provide a high level network design document capturing CPE details, PoP details including interface/port (on which the link shall be terminated), CoS/QoS details etc. for providing connectivity between each of the office/branch. This document needs to be submitted by the bidder within 1 month of issuance of the Lol/PO and should be updated from time to time as and when there is any change in the network/details captured in the document.</p>	<p>CPE details need to share by the Bank</p>	<p>It is a Router having RJ45 based copper Ethernet port</p>
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PART –IV - SCOPE OF THE WORK - Point 84	39	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.	for 4G/5G 75ms will be tough. So Request to change the latency from 75 to 100 ms.	Please refer corrigendum
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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.	For Shifting of Branch to new location commercial should be added.	Please refer corrigendum
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