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Date: 06/01/2024

CORRIGENDUM TO THE RFP 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 (RE-TENDER).

RFP Ref. No: PBGB/HO/DIT/3078/2023-24 Date: 21/12/2023

Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s).

SI. No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query Sought/Suggestions of the Bidder	Reply to Query
1	32	1	Bidder should provide feasibility report last mile on Wire or 4G/5G or RF link separately for all branches as per list mentioned in Annexure – AB. The wired Link is most preferred and bidder shall provide MPLS link on wired media, wherever feasible. Desktop feasibility will not be accepted. The links will be used either as primary or as back up of existing MPLS links from BSNL link with load sharing and Auto-failover option.	Bidder requests to provide Right to refusal of links which are not feasible.	Clause stands as per RFP.
2	48	10	The System Integrator, within 15 days from the date of letter of intent (LOI) will have to furnish a Performance Bank Guarantee, format as per Annexure – F, issued by any scheduled commercial bank (other than Bank) equivalent to 10% of the total project cost valid for 63 months (60 months + a claim period of 3 months) from the date of Letter Of Intent (LOI). Upon furnishing the Performance Bank Guarantee, the EMD of the System Integrator shall be returned.	VI requests to revise the Performance Bank Guarantee to 3% of the total project cost.	Clause stands as per RFP.





3	59	31	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.	The contract is for 5 Years and the same can not be short closed with 90 days notice stating convenience, this clause should either be eliminated or exit penalty to the tune of remaining period be added.	Clause stands as per RFP.
4	9	1.2	Vendor needs to provide 240 number 5G corporate SIM cards with calling, sms & data facility for the branches and offices in the same scope of the RFP.	VI requests to change point to "4G/5G Fall Back to 2G corporate SIM cards for the RFP Scope of work." as 5G Still not Commercially Launched in India as of now	Please refer to Corrigendum.
5	85	21	Bidder need to factor manpower cost as per Scope of Work (SOW).	Please Elaborate Manpower SOW	Please refer to Corrigendum.
6	85	23	Bidder already having presence at certain sites with any solution, need not bid for that particular site/s.	Please Clarify	Please refer to Corrigendum.
7	35	28	Besides monitoring from NOC, bidder should provide one Manpower for monitoring links on daily basis during Monday to Saturday general shift at Bank Head Office.	VI requests if we allign Manpower at VI Regional Head Office instead of Bank Head Offfice for better accessibility on VI CMT	Clause stands as per RFP.
8	114	Annexure - W	Escalation Matrix & Support Centers	We have Service and Support Personels in our Kolkata Regional Head Office	Please refer to Corrigendum.
9	109	Annexure – S	Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net-worth etc.)	Please replace net-worth with operating profit for the	Please refer to Corrigendum.





				Certificate from Chartered Accountant.	
10	45	Installation and Commissioning	Delivery Timelines: 2 weeks for Hub and 4 weeks for spoke locations	Request to change the Delivery Timeline to 6 to 8 Weeks for for OFC/ Sim Based/ RF Last miles. Permission if any for Implementing OFC at DR and DC Premisses will have to be Co-Ordinated and Provided by Customer along with Cross Connect charges. Also for DR, Link will be handed over to the meet me room of DR.	Please refer to Corrigendum.
11	45	Network Uptime	The table below specifies the end-to-end link uptime matrix. Link category Monthly Uptime (24X7 basis) 1 DC DR Link 99.5% 3 Branch Link 98.0% The round-trip delay of the network at any time should not be more than 100 msec (average) for all the links with 50% link utilization and packet drop should be less than 0.1%. In case of high latency, it will be responsibility of the Bidder to rectify the latency either by replacing the devices/accessories or by other similar measures to contain latency within the stipulated limits.	For Branches feasible on 4G/5G Last Mile, the Uptime Percentage should be Best Effort Basis as per Industries Standard	Clause stands as per RFP.
12	9	1.2 Objective of RFP	Paschim Banga Gramin Bank Invites Request for Proposal (hereinafter referred to as "RFP" or "Tender") for selection of vendor for supply, commissioning, maintenance & management of MPLS link on wired or 4G/5G or RF media in branches & offices for five years.	Requesting to Segregate the the Percentage or Specific Branches for Wired, 4G and RF Last mile to avoid the Confusion on Commercial.	Clause stands as per RFP.
13	45	5. Network Uptime-	The round-trip delay of the network at any time should not be more than 100 msec	Please Mension the source & destination.	Please refer to Corrigendum.





			Calculation of uptime will be monthly basis as per following criteria.		Clause stands as per RFP.
14	47	7. Penalty	% of uptime = [Total Business hours (24X7 basis) in month - Total downtime during business hours (24X7 basis) in month] x 100 [Total Business hours (24X7 basis) in month] Bank may monitor the links by its own tool for uptime along with bidder. In case of difference in uptime, Bank may consider the payment based on report generated by Bank's tool, if bidder is unable to justify the difference. Penalty for downtime, if any, will be calculated on monthly basis and will be deducted in the quarterly payment.	Request to consider the SLA to be calculated Quaterly.	
15	36	30	30 Selected Bidder should log a call automatically in case of any issue without waiting for customer complaint and should ensure the necessary action for restoration of the same. Selected Bidder should also inform to the Bank through mail, SMS, etc.	Requesting Bank to allow SNMP configuration on their router to bring the last mile under proactive monitoring.	Please refer to Corrigendum.
16	42	84	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	Suggest we add, "WAN to WAN latency" as measurement criteria.	Clause stands as per RFP.
17	47	7. Penalty	onsite support:	Please Clarify the role & Scope of Onsite Engineer. Whether he would have an access to Banks NMS to monitor the Entire MPLS Network. Or Bidder Needs to Deploy Own NMS to monitor the MPLS Network.	Please refer to Corrigendum.





18	29	Technical Evaluation	Bidder has to provide link feasibility report for each & every branches as mentioned in Annexure – AB for MPLS link on wire media or MPLS link on 4G/5G (single SIM based) media or MPLS link on RF media separately. Along with the feasibility report bidder need to mention the status of landlord permission obtained from Branch during this activity.	While attempting feasibility we are not getting any approval from Branches to conduct the same. Request to please share a communication to branches for helping us to conduct the same. Also if local spoc name and number can be shared.	Please refer to Corrigendum.
19	45	Section 8	Sub-Contracting As per scope of this RFP, sub-contracting is not permitted.	It needs to be understood by the Bank that towards manual and routine work, these works are given to sub-contractors who complete the said work, which is also an industry practise. Therefore we request sub-contracting of routines and manual works.	Please refer to Corrigendum.
20	51	Section 16	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).	Any alteration in the number of procurement with minor variations is understandable and agreeable, but if the procurement variation is upto 25% then it is alarming and a point of concern. The issue being that the performance of the System Integrator is time driven, so therefore ensuring fulfilment of orders placed by the Bank is also utmost importance. Thus therefore the percentage would need to be reduced suitable, since any major variation in the order	Please refer to Corrigendum.





				procurement would need to be borne by the System Integrator.	
21	54	Section 22	Indemnity	We request a mutual indemnity from Bank, since the use of the Service needs to be in accordance with certain norms or regulatory concern. Any violation of same would lead to third party claim for which the Bank would need to indemnify System Integrator for the same.	Clause stands as per RFP.
22	55	Section 22	IV. Under no circumstances bank shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Contract, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or loss of business.	The said clause be made viceversa, since Vendor should also not be liable to Bank for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Contract	Clause stands as per RFP.
23	59	Section 29	Verification Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.	We have our license condition with the Govt. of India, whereby it is stated therein that inspection of a telecom licensed entity can only be performed by a statutory body designated by	Clause stands as per RFP.





				the Govt. of India. Therefore we cannot permit the Bank or its representative of inspect.	
24	59	Section 31	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.	We cannot permit to terminate the contract in whole or in part for convenience, since the System Integrator has incurred cost and capex in deliverying of the services. So any such cost would need to be recovered and for that period we may consider a lock-in period as may be agreeable between Parties.	Clause stands as per RFP.
25	8	Last Date and Time for receipts of tender bids	15/01/2024 at 03:00 PM	Request to please extend the Tender Submission Date to 31st Jan 2024 to Stich the Total Solution End to End.	Please refer to Corrigendum.

