

Amendments to RFP No.TNGB/HO/TMD/4/2023-24 dt. 01/06/2023

S.No	Clause & Name	Page No	Clause as per RFP	Amended Clause
1	A. SCHEDULE FOR BIDDING PROCESS	3	Earnest Money Deposit/Bid Security: ₹.10,00,000/- (Rupees Ten Lakhs only)	Earnest Money Deposit/Bid Security: ₹.6,00,000/- (Rupees Six Lakhs only)
2			Bid Cost: Non-refundable ₹.59,000/- (Five Nine Thousand Only)	Bid Cost: Non-refundable ₹.11,800/- (Eleven Thousand Eight Hundred Only)
3			Last Date & Time for submission of Bids in Online Mode (Two Way Bid System): 21/06/2023 at 02:00 PM	Last Date & Time for submission of Bids in Online Mode (Two Way Bid System): 30/06/2023 at 02:00 PM
4	2.2 ELIGIBILITY CRITERIA FOR BIDDERS	11	Bidder should have Service support centres managed by its own staff/Managed Service Providers in at least all District headquarters in Tamilnadu. The list of support centres containing Office Address, Telephone nos., contact person etc. shall be submitted.	Bidder should have Service support centres managed by its own staff/Managed Service Providers and all districts of Tamil Nadu should be serviceable. The list of support centres containing Office Address, Telephone nos., contact person etc. shall be submitted.
5	2.3 Scope of Work & deliverables	14	25) The LAN IP address should not be restricted/fixed to any location and can be self-advertised by the bank in the bgp. There should not be any intervention from the ISP to advertise the LAN IP addresses for any particular location. 26)The number of prefixed learned should not have any maximum cap or minimum value.	Each link will be given a distinct IP segment from Bank. Initially, the limit of prefixes learned should be at least 1500. In case of any additional requirement in future should be provided by the bidder without any cost. There should not be any manual intervention from the ISP to advertise the LAN IP addresses for any particular location.
6	2.6 OTHER CONTRACTUAL OBLIGATIONS OF THE SUCCESSFUL BIDDER(S)	22	10. The Successful Bidder(s) shall appoint an experienced Representative to manage its performance of the Contract. The Representative shall be authorized to accept orders and notices on behalf of the Successful Bidder(s), and to generate notices and commit the Successful Bidder(s) to specific courses of action within the scope of the Contract. The Representative may be replaced only with the prior written consent of the Bank. The Successful Bidder(s) shall be solely responsible for the performance of the contract to the satisfaction of the Bank.	10. The Successful Bidder(s) shall appoint an experienced Representative to manage its performance of the Contract. The Representative shall be authorized to accept orders and notices on behalf of the Successful Bidder(s), and to generate notices and commit the Successful Bidder(s) to specific courses of action within the scope of the Contract. The change in Representative should be informed to Bank well in advance. The Successful Bidder(s) shall be solely responsible for the performance of the contract to the satisfaction of the Bank.
7	8. LIST OF LOCATIONS (ADDRESS DETAILS)	61	Address details of Branches & Offices	Included address of DC & DR Site and LAT LONG details of Branches & Offices
8	Additional		SLA Document	Added Annexure XIII

ANNEXURE XIII

Service Level Agreement

THIS AGREEMENT made theday of 2023 Between Tamil Nadu Grama Bank, having its Head Office at No. 6, Yercaud Main Road, Hasthampatti, Salem-636007, (hereinafter called "the Purchaser" or "Bank") of the one part and M/s _____, having its registered office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids vide RFP No.TNGB/HO/TMD/4/2023-24 dated 01/06/2023 for certain Goods and ancillary services viz Providing MPLS Connectivity for Wide Area Network and has accepted a bid by the Supplier for the provision of those goods and services in the sum for ₹. _____ /- (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The SLAs have been logically segregated in the following categories:

- The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected from the selected bidder during the implementation and its subsequent support for the project period.
- The penalty charges shall be deducted from the payment due to the supplier. In case the penalty charges exceed the overall payment due to the service provider in such case bank reserves the right to invoke the performance security submitted by the successful bidder.
- Service Levels: The SLAs have been logically segregated in the following categories:

SPECIFICATION OF SERVICES:

a) Likely Initial Bandwidth Requirements

Bandwidth Required with 100% bandwidth availability (highest class with data and voice)	No of Links	Termination
2 Mbps MPLS VPN	700 (Approximately)	Ethernet-Copper
10 Mbps MPLS VPN	2	Ethernet-Copper
700 Mbps MPLS VPN(DC/DR/NDR Site) for L1 bidder	2	Ethernet-Fiber-Multimode-LC
300 Mbps MPLS VPN(DC/DR/NDR Site) for L2 bidder	2	Ethernet-Fiber-Multimode-LC

Backhaul bandwidth calculation:

**80% of total Bandwidth means (2Mbps*700 Links + 10Mbps*2 Links*2) * 80%
= 1150Mbps approx. splitted into 70% & 30% for L1 & L2 bidder(s) respectively.**

b) Uptime Requirements

	Link bandwidth with 100% bandwidth availability (highest class with data and voice)	Monthly Uptime required	Mean Time to Recover (MTTR) in hours
Branches/Offices	2 Mbps(1:1)	99.00%	3
Head Office/Project Office	10 Mbps (1:1)	99.50%	1
DC/DR Site	700 Mbps(1:1)/	99.99%	1
	300 Mbps (1:1)/		

c) SLA clauses:

The Bidder(s) shall assume total responsibility for the fault free operation of MPLS links and maintenance for a total duration of six years. The vendor(s)/ Service Provider(s) should provide a monthly uptime as defined below for the links, calculated monthly on total availability in that month in minutes.

The network uptime shall be computed as under:

$$\text{Uptime (\%)} = \frac{\text{Sum of TH during the month} - \text{Sum of DH during the month}}{\text{Sum of TH during the month}} \times 100$$

Note: 1. Uptime (%) shall be calculated after providing cushion for permissible MTTR as described above.

- 2. TH = Total Hours
- 3. DH = Downtime Hours

d) Penalty for Delay in Commissioning:

The penalty for delay period in weeks and part thereof after the timeframe mentioned above for any link(s) will be calculated as follows.

Delay in Weeks	Penalty (% of Half-Yearly cost for the link)
1	5%
2	10%
3	20%
4	30%
5	40%
6 and above	50%

In case the provider has completed all the necessary required infrastructure but the link could not be commissioned due to issues attributed to bank, such delay will be exempted from the penalty calculations. The provider has to record the reasons for the delay in providing the link and communicate to TMD, Head Office, Salem then and there. A copy of this communication should be produced along with the invoice for claiming exemption in penalty.

Wherever the commissioning is delayed due to delay in obtaining permission from local authorities, it will not attract penalty if supporting documents acceptable to the bank are provided. The provider has to inform the details to TMD, Head Office, Salem along with copies of the application to local authorities and necessary fees paid, if any, to claim exemption from penalty.

The successful bidder(s) must strictly adhere to the implementation schedule, specified in the Purchase Order for the performance of the obligations arising out of the contract at all the locations and any delay will enable the Bank to resort to any or both of the following:

- a) The successful bidder(s) shall be liable to pay the Bank, penalty at the rate specified for delayed performance per week or part thereof of such delay, subject to a maximum of 50 % of the Half-Yearly cost of connectivity.
- b) Termination of the agreement fully or partly and claim of liquidated damages.

The penalty as above for delayed commissioning of links will be deducted from the periodical payments.

Similarly, penalty as above will be deducted from the periodical payments towards the links which are not commissioned within the permitted time.

Whenever locations are shifted to new premises, the links have to be shifted within 4 weeks from the Date of request for shifting or the date of intimation from the Bank about the site readiness at new location, whichever is later. Penalty for delayed commissioning of shifting links will be levied as specified above for procurement of new links.

If the delay is beyond 8 weeks for any links, the periodical payment of all the links will be withheld till the commissioning is completed and the Bank reserves the right to invoke the performance guarantee submitted by the successful bidder.

e) Penalty for not meeting the SLA terms on Uptime:

Penalty will be deducted / recovered from the payments of the Service Provider for network downtime as per the following.

Location	Network Uptime	Penalty
Branches/RO	99.00%	Penalty will be deducted @ 10% of the total monthly charges of that link(s) for every 1% downtime.
HO/PO	99.50%	
DC/DRS	99.99%	

The downtime commences and will be calculated after allowing applicable MTTR.

Note: Every 30 minutes will be counted as 1 downtime instance for calculation of penalty. MTTR will be allowed only for two downtime instances for each location in a month.

Bank will pay charges on per site basis after taking into account the downtime of the Link at each location as detailed below.

Penalty for downtime, if any, will be calculated on monthly basis and will be deducted in the quarterly payment. The penalty for downtime for any link during any month shall not exceed the monthly charges payable for that particular link.

Whenever the links are not functioning due to reasons attributable to Bank like earthing, UPS power, problems in Bank's router etc., the penalty for downtime will not be levied. The provider has to record the above reasons and communicate to TMD, Head Office, Salem then and there. The copy of this communication should be produced along with the invoice for claiming exemption in penalty.

At all locations, for every percentage or part thereof, for downtime over and above the MTTR allowed for respective locations, 10 % of the monthly charges payable will be deducted as penalty.

When there is downtime in any of the DC/DRS/NDR, all the locations which are connected to the respective data centre will be reckoned as down.

MTTR will not be calculated after working hours of the locations except for data centres. In case of 24*7 locations, MTTR will be calculated during the working hours accordingly .

If MTTR is above the limit consistently for six months, it will be treated as unsatisfactory Service and Bank may replace the vendor for that link(s).

As business critical applications will be running on the Bank's Network, any extended downtime as mentioned below will severely affect Bank's business causing substantial financial and reputation loss. Therefore, to avoid such losses, the successful bidder(s) should take adequate steps to deliver the desired uptime.

The bank will have periodical review of the availability/performance of links. If the links are down continuously for a longer time or non-fulfilment of various parameters in functioning of links, the bank may terminate the contract fully or partly, if required.

Bank at its discretion may relax/waive the penalty on case to case basis on genuine grounds.

Bank shall recover the Penalty amount from any of the payments due to the successful bidder or by invoking the Bank guarantee submitted for performance.