

Amendments 2 to the RFP No: TMD/12/2023-24 dated 30/10/2023

S.No	Page No	Clause Name	Existing/Amended RFP Clause	Revised RFP Clause
1	9	PREQUALIFICATION CRITERIA OF THE BIDDER	The bidder should have support center in the following locations. Any five locations of Salem, Madurai, Coimbatore, Tirunelveli, Chittoor, Tirupati, Vijayawada & Puducherry	The bidder or alliance partner should have technical support center within Tamil Nadu, Andhra Pradesh and Puducherry to service these areas. The bidder should ensure compliance with terms of the SLA.
2	9	PREQUALIFICATION CRITERIA OF THE BIDDER	The bidder should have supplied the quoted NMS solution, implemented and managed to monitor minimum of 2000 devices with minimum of 2 years' experience as on 30.09.2023 for at least 2 customers in Government, private or public Banking & Financial Institutions/organizations in India.	The bidder should have minimum of two years' experience as on 30.09.2023 for implementing, managing single NMS solution, monitoring minimum of 2000 devices for at least 1 customer (single order) in Government, private or public Banking & Financial Institutions/organizations in India.
3	67	Annexure-II 2.PERFORMA OF INTEGRITY PACT (On Stamp Paper)	Tamil Nadu Grama Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 and having its Head office at No 6, Yercaud road, Hasthampatti, Salem-636007, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.	Tamil Nadu Grama Bank, a body corporate constituted under the Regional Rural Banks Act 1976 and having its Head office at No 6, Yercaud road, Hasthampatti, Salem-636007, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

Clarifications 2 to the RFP No: TMD/12/2023-24 dated 30/10/2023

S.No	Page No	Clause Name	Existing Clause	Amendment Clause	Follow-up Query	Clarifications from Bank
1	9	1. PREQUALIFICATION CRITERIA OF THE BIDDER	The bidder should have supplied and deployed SD-WAN solution in at least 1000 locations before 30/09/2021 and continue to manage as on 30/09/2023 in at least two Government, private or public Banking & Financial Institutions/organizations in India	The bidder should have supplied and deployed SD-WAN solution in at least 1000 locations before 30/09/2022 and continue to manage as on 30/09/2023 in at least one Government, private or public Banking & Financial Institutions/organizations in India	As the RFP is for 1000 locations, being industry standard we would request to kindly consider 1/4 of locations supplied and deployed SDWAN solution atleast 250 to 300 locations instead of 1000 in the past 3 years and would request to amend the clause as " The bidder/OEM should have supplied and deployed SD-WAN solution in at least 500 locations before 30/09/2022 and continue to manage as on 30/09/2023 in at least one or more Government, private or public Banking & Financial Institutions/organizations or corporate/MNC companies in India"	Please adhere to the terms of RFP
2	9	PREQUALIFICATION CRITERIA OF THE BIDDER	Additional Clause	The bidder should have support center in the following locations. Any five locations of Salem, Madurai, Coimbatore, Tirunelveli, Chittor, Tirupati, Vijayawada & Puducherry	NTT doesn't have office in these locations mentioned. However, we have a strong field engineer ecosystem based on which resources can be assigned for physical calls. We will propose our response time for physical visits in our proposal response. We request the bank to provide physical location for spares placement and security.	Please refer the amendment The branch list is available in Bank's website. The address details will be shared with the successful bidder.

Clarifications 2 to the RFP No: TMD/12/2023-24 dated 30/10/2023

3	9	PREQUALIFICATION CRITERIA OF THE BIDDER	PREQUALIFICATION CRITERIA OF THE BIDDER	The bidder should have support center in the following locations. Any five locations of Salem, Madurai, Coimbatore, Tirunelveli, Chittor, Tirupati, Vijayawada & Puducherry	The bidder or its partner should have distributed centres in TN , Puducherry , Andhra Pradesh to meet the agreed SLA as per RFP	Please refer the amendment
4	9	PREQUALIFICATION CRITERIA OF THE BIDDER	NMS solution quoted should have been supplied, implemented and managed to monitor minimum 5000 devices from 31.03.2020 and continue to monitor as on 31.03.2023 for 3 customers in India.	The bidder should have supplied the quoted NMS solution, implemented and managed to monitor minimum of 2000 devices with minimum of 2 years experience as on 30.09.2023 for at least 2 customers in Government, private or public Banking & Financial Institutions/organizations in India.	We request the bank to consider OEM references also since for NTT.	Please refer the amendment

Clarifications 2 to the RFP No: TMD/12/2023-24 dated 30/10/2023

5	9	PREQUALIFICATION CRITERIA OF THE BIDDER	NMS solution quoted should have been supplied, implemented and managed to monitor minimum 5000 devices from 31.03.2020 and continue to monitor as on 31.03.2023 for 3 customers in India.	The bidder should have supplied the quoted NMS solution, implemented and managed to monitor minimum of 2000 devices with minimum of 2 years experience as on 30.09.2023 for at least 2 customers in Government, private or public Banking & Financial Institutions/organizations in India.	The bidder should have supplied the quoted NMS solution, implemented and managed to monitor minimum of 2000 devices with minimum of 1 years experience as on 30.09.2023 for at least 1 customers in Government, private or public Banking & Financial Institutions/organizations in India.	Please refer the amendment
6	9	PREQUALIFICATION CRITERIA OF THE BIDDER	NMS solution quoted should have been supplied, implemented and managed to monitor minimum 5000 devices from 31.03.2020 and continue to monitor as on 31.03.2023 for 3 customers in India.	The bidder should have supplied the quoted NMS solution, implemented and managed to monitor minimum of 2000 devices with minimum of 2 years experience as on 30.09.2023 for at least 2 customers in Government, private or public Banking & Financial Institutions/organizations in India.	The bidder should have implemented and managed with any OEM NMS solution company to monitor minimum of 2000 devices with minimum of 2 years' experience until 30.09.2023 for at least 2 customers in Government, private or public Banking & Financial Institutions/organizations in India.	Please refer the amendment
7	9	PREQUALIFICATION CRITERIA OF	NMS solution quoted should have been supplied, implemented and managed to monitor minimum 5000 devices from	The bidder should have supplied the quoted NMS solution,	The bidder or OEM should have implemented and managed with any OEM NMS solution company to	Please refer the amendment

Clarifications 2 to the RFP No: TMD/12/2023-24 dated 30/10/2023

		THE BIDDER	31.03.2020 and continue to monitor as on 31.03.2023 for 3 customers in India.	implemented and managed to monitor minimum of 2000 devices with minimum of 2 years experience as on 30.09.2023 for at least 2 customers in Government, private or public Banking & Financial Institutions/organizations in India.	monitor minimum of 2000 devices with minimum of 2 years' experience until 30.09.2023 for at least 2 customers in Government, private or public Banking & Financial Institutions/organizations in India.	
8	9	PREQUALIFICATION CRITERIA OF THE BIDDER	NMS solution quoted should have been supplied, implemented and managed to monitor minimum 5000 devices from 31.03.2020 and continue to monitor as on 31.03.2023 for 3 customers in India.	The bidder should have supplied the quoted NMS solution, implemented and managed to monitor minimum of 2000 devices with minimum of 2 years experience as on 30.09.2023 for at least 2 customers in Government, private or public Banking & Financial Institutions/organizations in India.	Request to kindly amend the clause as "The bidder should have supplied the quoted NMS solution, implemented and managed to monitor minimum of 5000 devices with minimum of 2 years experience as on 30.09.2023 for at least one customer in Government, private or public Banking & Financial Institutions/organizations in India."	Please refer the amendment

Clarifications 2 to the RFP No: TMD/12/2023-24 dated 30/10/2023

9	9	PREQUALIFICATION CRITERIA OF THE BIDDER	NMS solution quoted should have been supplied, implemented and managed to monitor minimum 5000 devices from 31.03.2020 and continue to monitor as on 31.03.2023 for 3 customers in India.	The bidder should have supplied the quoted NMS solution, implemented and managed to monitor minimum of 2000 devices with minimum of 2 years experience as on 30.09.2023 for at least 2 customers in Government, private or public Banking & Financial Institutions/organizations in India.	We request to amend the clause as: The OEM should have supplied the quoted NMS solution, which should be implemented and being used to manage and monitor minimum of 2000 devices with minimum of 2 years experience as on 30.09.2023 for at least 2 customers in Government, private or public Banking & Financial Institutions/organizations in India. OR The Bidder should have the experience in Maintaining Network Operations Centre (NOC) with NMS solution for at least 2,000 network devices / Links with minimum of 2 years experience as on 30.09.2023 for at least 2 customers in Government, private or public Banking & Financial Institutions/organizations in India.	Please refer the amendment
10	10	4. OTHER CONDITIONS	All the resources deployed by the bidder should be in the payroll of the successful bidder		Resources for L1 & L2, can be the combination of Bidder payroll and its payroll partner employees.	Please adhere to the terms of RFP
11	20	26. PAYMENT TERMS Delivery of all the Appliances/ Hardware and applicable licenses	Delivery of Hardware/appliances and Software/ Licenses and deployment of FM resources Payment Amount - 50 % of [A]+[B]	Please adhere to the terms of RFP	We request TNGB to modify the clause as under. Delivery of Hardware/appliances and Software/ Licenses and deployment of FM resources Payment Amount - 80 % of [A]+[B]	Please adhere to the terms of RFP

Clarifications 2 to the RFP No: TMD/12/2023-24 dated 30/10/2023

12	20	26. PAYMENT TERMS Delivery of all the Appliances/ Hardware and applicable licenses	Post successful Implementation and after Signoff Payment Amount - 50 % of [A] 50% of [B] 50% of [C] 3 months after Sign- Off - 50% of [C]	Please adhere to the terms of RFP	Post successful Implementation and after Signoff Payment Amount - 20 % of [A] 20% of [B] 100% of [C]	Please adhere to the terms of RFP
13	27	5. INDEMNITY	35. INDEMNITY The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under this contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/ deployed/services utilized by the bidder or bidders in connection with the performance/ discharge of any system/ obligations covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there		Tata Comm. humbly requests the bank to kindly consider the below mentioned clause instead of the one that is stated in the RFP. Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct. In the event of a third party claim of intellectual property infringement, Bidder may, at its sole option, (i) obtain for TNGB the right to continue using the Services, (ii) modify the Services so that the Services are non-infringing, (iii) replace the Services with a functionally equivalent, non-infringing service, or (iv) if the alternatives stated above are not available, Bidder may so notify TNGB and terminate such infringing Services without penalty to either Party.	Please adhere to the terms of RFP

Clarifications 2 to the RFP No: TMD/12/2023-24 dated 30/10/2023

		<p>under to confirm and effectuate the purchase contract and to protect the Bank during the tenure of Purchase Order. Where any patent, trademark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation, etc., thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the solution supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank. Successful bidder will also assume full responsibility of any loss and/or damages, cost, expenses, etc., caused due to malfeasance/misfeasance of any of its solution and/or due to any of their onsite engineer/representative.</p>		<p>Notwithstanding anything in this Agreement to the contrary, this is TNGB's sole and exclusive remedy for any intellectual property infringement claims.</p>	
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Clarifications 2 to the RFP No: TMD/12/2023-24 dated 30/10/2023

14	30	44. LIMITATION OF LIABILITY	<p>44. LIMITATION OF LIABILITY Successful Bidder's aggregate liability under the Contract shall be limited to a maximum of the Contract value. For the purposes of this clause, Contract value at any given point of time, means the aggregate value of the purchase orders, paid by Bank to the Successful Bidder that gives rise to claim, under this Contract. In the following circumstances limitation of liability shall not apply and the Successful Bidder shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank: a) Liability of Successful Bidder for third party claims for IP Infringement. b) Liability of Successful Bidder (including third party claims) in case of bodily injury (including Death); c) Liability of Successful Bidder (including third party claims) in case of damage to real property and tangible property caused by the Successful bidder s' gross negligence. d) Liability of the Successful Bidder in case of gross negligence or wilful misconduct attributable to the Successful Bidder while providing services under this Contract. e) Liability of the Successful Bidder in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Contract. f) Breach of the</p>		<p>Tata Comm. humbly requests the bank to kindly consider the below mentioned clause instead of the one that is stated in the RFP.</p> <p>Notwithstanding any other provision hereof, neither party shall be liable for (a) any indirect, incidental, special, consequential, exemplary or punitive damages or (b) any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, interference with business or cost of purchasing replacement services, arising out of the performance or failure to perform under this agreement, whether or not caused by the acts or omissions or negligence of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages. For any liability not excluded by the foregoing, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable Customer Order Form /PO giving rise to the liability. Nothing in this agreement shall be construed as limiting the liability of either party for (a) personal injury or death resulting from the negligence of a party or its</p>	Please adhere to the terms of RFP
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Clarifications 2 to the RFP No: TMD/12/2023-24 dated 30/10/2023

			confidentiality. g) Employment liabilities for Successful Bidder's staff relating to the period of their employment within contractual period while working with Bank. h) Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/government bodies/ court/tribunals etc. in relation to this Contract, owing to the fault of the Successful Bidder.		employees, (b) fraud or fraudulent misrepresentation, or (c) wilful misconduct	
15	34	Scope of Work	The Bank intends to provide virtual infrastructure (VM) for the required solutions to have easy manageability and Bank will provide the necessary system hardware in Bank's VM environment as per requirement for solutions mentioned in the Hardware sizing as per Annexure-XIII by the Bidder.		The bidder's responsibilities will be confined to tools deployed within the virtual machine (VM). Any tasks related to virtualization, operating system installation, and patch management associated with the underlying hardware will fall within the bank's purview.	It is clarified that the requirement furnished as per Annexure XIII will be provided and maintained by the bank.
16	35	REQUIREMENT OF MAN POWER	2xL1, 2xL2 and L3 resource (On call support – Should be available onsite whenever required)		Is the bidder allowed to expand L3 support from their Network Operations Center (NOC) as needed and include extra on-site L1 and L2 resources? This is essential given the higher number of sites, making it challenging to manage them effectively with only two resources.	It is clarified that bank reserve rights to increase the onsite resources as and when required during the contract period based on the agreed price with successful bidder
17	37	DELIVERY AND IMPLEMENTATION TIMELINES OF THE SOLUTIONS: A.	Implementation/Go-Live/Sign-off: Hub End: Within 10 weeks from the date of PO Branch: Within 12 weeks from the date of PO	Implementation/Go-Live/Sign-off: Hub End: Within 12 weeks from the date of PO	Implementation/Go-Live/Sign-off: Hub End: Within 12 weeks from the date of delivery. Branch: Within 14 weeks from the date of DC & DR implementation.	It is clarified that the branch level pre-requisites (Rack, Space and Power) will be ready at the time of implementation. The pre-requisite technical document

Clarifications 2 to the RFP No: TMD/12/2023-24 dated 30/10/2023

				Branch: Within 14 weeks from the date of PO	The respective branches to ensure that branch level pre-requisites are ready (Internet, Rack space, Power) detailed pre-requisites will be shared in our technical document	should be submitted along with bid.
18	37	DELIVERY AND IMPLEMENTATION TIMELINES OF THE SOLUTIONS: A.	Hub end gateway devices/ Branch end gateway device	Implementation - Within 10 weeks from date of PO acceptance	Request bank to consider 4 weeks for implementation of Hub end gateway devices post delivery of Hardware/ software/ Licences. 2.Request Bank to consider (4+8)12 weeks for implementation for Branch end gateway device	Please refer the previous amendment point no. 20 page no. 5
19	37	DELIVERY AND IMPLEMENTATION TIMELINES OF THE SOLUTIONS: A.	Managed switches	Implementation - Within 10 weeks from date of PO acceptance	Request bank to consider 12 weeks for implementation along with SDWAN branch rollout	Please refer the previous amendment point no. 20 page no. 5
20	37	5. REQUIREMENT OF MANPOWER SKILLSET	a. For L1 - Minimum 3 years of experience in routing, switching and SD-WAN post certification. b. For L2 - Minimum overall 5 years (in which minimum 2 years of experience as L2) of experience in routing, switching and SD-WAN post certification in case of B.E/B. Tech/MCA degree holders. Minimum overall 6 years (in which minimum 3 years of experience as L2) of experience in routing, switching and SD-WAN post certification for other degree holders		Work exp is considered after certification. Request the bank to relax this. Certification requirement of the resources are too stringent. We need to discuss this point with the bank and seek relaxation.	No change. Please adhere to the terms of RFP

Clarifications 2 to the RFP No: TMD/12/2023-24 dated 30/10/2023

21	43	B TECHNICAL SPECIFICATIONS FOR MANAGED SWITCHES	The Switch Should support Access from CLI to configure the ACL automatically from any NAC solution proposed to procured by the Bank in future. Proposed switch should support any OEM Network Access Control (NAC) solution whenever bank deploys in it's network. All the required features should be available in the proposed switch from Day 1 for integration with Bank's NAC solution	No response	Please remove: The Switch Should support Access from CLI to configure the ACL automatically from any NAC solution proposed to procured by the Bank in future.As, the ACL push will only be done if the NAC is from the same OEM	Please adhere to the terms of RFP
22	48	TECHNICAL SPECIFICATIONS FOR SD WAN SOLUTION	The proposed SD WAN solution can be integrated with AD, NTP Server, TACACS, TACACS+, PIM, CMDB, common Monitoring tools available in the market, NAC- HP-Aruba, Forescout, Cisco and Fortinet.		Will the bank provide the AAA solution, Active Directory (AD), NTP Server, RADIUS, etc., or is it expected that the bidder will construct them as integral components of the solution?	It is clarified that the proposed SD WAN solution should be compatible to integrated with AD, NTP Server, TACACS, TACACS+, PIM, CMDB, common Monitoring tools available in the market, NAC- HP-Aruba, Forescout, Cisco and Fortinet
23	59	F TECHNICAL SPECIFICATIONS FOR NMS WITH TICKETING FEATURE	D. Reports & Dashboards with integration ,Clause No.11	The tool should have an option to highlight the Top Processes consuming Server CPU / Memory	Need Total Number of total windows / Linux Server Count to monitor the services and process availability across three banks	It may vary up to 50 nos.
24	61	F TECHNICAL SPECIFICATIONS FOR NMS WITH TICKETING FEATURE	H. Performance monitoring , Clause No.3	Tool should be able to monitor device performance parameters like Latency, Packet Loss, Jitter, BFD Sessions, Control Status, CPU Utilization, Memory Utilization etc.	Need Total Number of logical links across three banks	It is clarified that normally 2 connectivity (Primary and Secondary) are available at the branches.

Clarifications 2 to the RFP No: TMD/12/2023-24 dated 30/10/2023

25	Additional Query	LD% not defined for delay in resource onboarding		Request Bank to clarify	It is clarified that FMS should be deployed within 90 days from the date of acceptance of PO. In case of not deployed within the time line then the resources will be treated unavailable. The respectice penalty will be applicable as per clause 28. SLA sub clause VI Penalties related to Facility Management/ Onsite Technical Support.
26	Additional Query	In pre bid response, outsourcing is not allowed. However, in amendment – Point number 14, it is included an additional clause as per which outsourcing is possible. Need clarity as to which route, we need to take.		Trust amendment overrides the pre-bid response. Request Bank to clarify	It is clarified that all proposed FM resources as per RFP, must be on the company payroll.
27	Additional Query			Passive cabling Scope is not explicitly called for in the RFP. Hence, we assume that this would be in Bank's scope. Request bank to clarify	It is clarified that all the cabling required for implementation is under the scope of the successful bidder.
28	Additional Query			To maintain the uptime SLA, the bidder would need to have a central hub and regional hubs to maintain the stock and take care of the logistics till the last mile. The bidder intends to pre-configure the devices at the Bank's central hub and would ship to the respective locations. Request Bank to permit for the same.	Accepted. Bank will not pay any additional charges for maintaining buffer stock at Hubs