

9.14. SLA for Software - Performance

It is clarified that the SLA is only for the performance of the application software provided by the vendor.

The modified SLA is as under:

a. Uptime Efficiency

- i. The bidder shall guarantee an uptime of **99.5%** for all the locations where the system is installed & configured during post ‘Go-Live’ period.
- ii. The Downtime calculated shall not include any:
 - a) Failure attributed to NABARD (Power, Network etc.)
 - b) Preventive maintenance activity and
 - c) Force Majeure.
- iii. However, bidder shall perform preventive maintenance in consultation with NABARD after seeking downtime along with the “Plan of Action”.
- iv. The percentage uptime is calculated on **monthly basis (8 hours a day)**.
- v. If the bidder fails to maintain guaranteed uptime of 99.5%, NABARD shall impose penalty as mentioned below on slab.
- vi. The performance would be measured as under on monthly basis**.
- vii. Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under :

Sl.No.	Shortfall in Performance	Penalty(% of the items stated against Sr. No 1, 2 & 3 of Annexure 12)
1	<= 1%	1
2	>1% and <= 3%	2
3	>3% and <= 5%	3
4	>5% and <=6%	5
5	>6% and <=8%	6
6	>8% and <=10%	8
7	More than 10%	10

The total penalty will be subject to an upper limit of 10% of the total contract value as mentioned in para 8.13 of the RFP.

b. Response Time to errors

The NABARD will classify all errors into two categories:

- i. Critical errors are defined as errors that does not allow NABARD to proceed further with using any particular module of the ERMS and needs urgent rectification for going ahead with its business.
- ii. Low Level Errors defined as those other errors that are not the Critical errors as defined above.
- iii. In case of an occurrence of an error in the system, NABARD reserves the sole right to categorize it under one of the above. The decision taken on this regard by NABARD shall be final and binding on the vendor.

- iv. The vendor should undertake and guarantee that all the Critical Errors will be resolved within *eight hours* of the NABARD intimating the same through e-mail, telephone or fax.
- v. In case the Critical Errors are not resolved within the stipulated time as above, there shall be a per day penalty of 1% of the Annual Maintenance Cost for every day exceeding above said *08 hours* resolution time apart from replacement of the respective software at Vendor's own cost for solving the errors. Such penalty shall be adjusted as maintenance credit against the AMC payable by the NABARD to the vendor.
- vi. The vendor should undertake and guarantee that all the Low Level Errors will be resolved within 5 working days of the NABARD intimating the same through email, telephone or fax. In case the Low Level Errors are not resolved within the stipulated time as above, there shall be a penalty of 1% of the Annual Maintenance cost for every day of delay in resolution time apart from replacement of the respective software at the Vendor's own cost for solving such errors. Such penalty shall be adjusted as maintenance credit against the AMC charges payable by NABARD to the vendor.
- vii. *The above mentioned response time to errors penalty is capped at 10% of the AMC/ATS cost.*

c. SLA Table

Type of Service	Performance Measurement	Expected Service Level	Base Amount on which penalty will be calculated	Maximum Penalty* (% of the items stated against Sr. No 1, 2 & 3 of Annexure 12)
System Response Time (Latency)	End to End response time within the DC Time or DR (from the CRMS, MRMS & Capital Computation Application to the Database and back) should be < 0.5 milliseconds	99.5%	The bidder is to upgrade the Software along with related software and services without any additional cost to the Bank, if service level is not met. Until Service level is met, penalty will be charged on the value of the cost of the software at DC or DRC, as the case may be.	10%

Disaster Recovery Site Availability (RTO)	Business operations to resume from Disaster Recovery Site within 4 hours of the Data Centre failing and vice versa.	100%	Penalty will be charged on the value of the cost of the software at DC or DRC, as the case may be.	10%
Data Point Availability	Recovery Point Objective (RPO) of one day.	100%	Penalty will be charged on the value of the cost of the software at DC or DRC, as the case may be.	10%

* The total penalty will be subject to an upper limit of 10% of the total contract value as mentioned in para 8.13 of the RFP.

**System uptime is defined as: $\frac{\text{(Scheduled operation time - system downtime)}}{\text{(scheduled operation time)}} * 100\%$

Where:

- “Scheduled operation time” means the scheduled operating hours of the System (9AM to 6 PM) for the year. All planned downtime on the system would be deducted from the total operation time for the year to give the scheduled operation time.
- “System downtime” subject to the SLA section, means accumulated time during which the System is totally inoperable due to software failure (including System software like OS, Middleware, etc. and ERMS Software) and measured from the time Bank will log a call with the SI team of the failure or the failure is known to the SI from the availability measurement tools to the time when the System is returned to proper operation.
- The business hours are 9 AM to 6 PM on any calendar day the Bank’s Risk Management Department is operational. The bidder should recognize the fact that the Risk Management Department will require to work beyond the business hours on need basis.
- Average uptime will be computed across all the servers in a cluster, rather than on individual servers/clusters.

- Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, the bidder will need to provide onsite assistance within response resolution window.

The SI is expected to conduct Hardware sizing based on the information provided in **Annexure-30** for implementing the solution