

#	Heading	Sub-Heading	Description	Pre-Bid Queries	Response from JKGB
1	5. Schedule for Bidding Process	2. Eligibility Criteria	The Cloud Service Provider should have Public Cloud Service for a minimum period of three (3) years in India as on the date of release of this RFP.	Do you required "Self Declaration Certificate or PO Copies or Client Certificate", please confirm	Self-Declaration/Client Certificate and PO copy shall suffice
2			The bidder shall ensure that person signing on behalf of company is competent.	Please share format of "Power of Attorney"	Bidder may use generalized format
3	6. Detailed Scope of work with technical requirements for E-mail solution hosted in public cloud is broadly divided into 4 parts:	A. Migration of existing mailboxes and data	Migration of 350 mailboxes along with their data on new public cloud	What is the expectation of New Public Cloud, and is it OK if we propose New Dedicated Private Cloud	Requirement is for Public Cloud only
4		B. Technical requirement for proposed Cloud Service as a SaaS solution by the bidder	The Cloud service provider should be certified to be compliant to the following control standards:		-
5			<ul style="list-style-type: none"> ISO 27001 - Data Centre and the cloud services should be certified for the latest version of the standards 	We are considering Meity complaince DC-DR of Webwerks (both in India). Will this be fine for your Bank, please confirm	DC/DR/CSP must be complied with all the certifications mentioned in the RFP
6			<ul style="list-style-type: none"> ISO/IEC 27017:2015 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology. 		
7			<ul style="list-style-type: none"> ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds. 		
8			ISO 20000-9-Guidance on the application of ISO/IEC 20000-1 to cloud services		

9			The proposed email and archival solution should have road map for more than two years beyond the contract period i.e. total 7 years of life span and should not meet end of life / end of support during the period. If the end of life / end of support announced by the OEM during the period, bidder has to replace the software with the equivalent / better capability of licensed e-mail software and client applications without any additional cost to the Bank.	We will share you the commercials for 2 Years and 7 Years separately. Will this be fine, please confirm	Refer to RFP
10			The proposed cloud base productivity suite must be IPv6 Compliant with dual stack compatibility. Subsequent migration to IPv6 to be done without any additional cost to Bank.	Is it mandatory that you required IPV6 complaint with dual stack compatibility	Bidder shall comply with IPv6 in case of any mandatory regulatory guidelines in future, without any additional cost
11		C. Technical requirement for proposed Email solution on public cloud	Solution must have Message broadcasting feature (One to Many, Many to many).	Please elaborate the term Broadcasting and Volume.	Maximum Broadcasting volume should not be less than the total of our mail boxes
12			Records pertaining to all mails and data including attachments must be available in the proposed solution with the facility of archival / retrieval at any time as requested by the Bank, during the contract period.	Minimum and Maximum Contract Period, expected by Bank	Contract period already mentioned in RFP
13			Solution should have the capability of sending to Bulk mails/promotional emails to users, customers and potential customers.	Please explain the term Bulk mails i.e. salary slips, internal mails sent in bulk, subscribed users mails	Bulk mail includes awareness mails etc within the organization & transactional mails to subscribed users.
14			Solution should provide access from Mobile devices/Mobile Apps with real time syncing of mails between all the access points and should support third party email clients.	Please confirm, does bank need any Mobile Email client to access the Email accounts	No specific mobile/pc email client required however, real time mail sync should be supported on third party email clients.
15			Solution should have Data Loss Prevention (DLP) capabilities: Keeping organization safe from users mistakenly sending sensitive information to unauthorized people. Three categories of actions : a) Block sensitive content mail from being sent based on policies b) Rights-protect sensitive mails at server before sending to recipients based on admin policies c) Provide Policy Tips to users to inform policy violations before sensitive data is sent.	Need more clarity for Point b and c	Clause stands removed
16			Solution should have Capability to integrate with the authentication servers (LDAP/ADFS etc.) and Integration with applications using API.	Please give more clarity for ADFS and LDAP integration. Our Email solution is already having in-built LDAP, is it acceptable by bank	Solution should have the capability to support authentication from bank's LDAP
17			The proposed messaging solution on cloud should provide high availability and load Balancing and Disaster Recovery capability.	How many number or percentage of users would be added	Around 10% users

18			The proposed messaging solution on cloud should support recalling/resending of messages sent and also should notify the user on the success or failure of the message recall. This facility should be available to users and administrators.	Is it mandatory that you required Message Recalling feature	Clause stands removed
19			Should be capable of administration through a single window interface to provide server level control and configuration of the messaging system for all servers including:		-
20			<ul style="list-style-type: none"> Increase/Decrease the attachment size of mail id 	Can we consider for entire email size or mandatory we need it for attachment size wise	Either will suffice
21			The Service uptime agreement for the proposed solution should have monthly uptime commitments and have transparent monthly credit calculations in case of uptime not being met for any service/s.	Request you to please share the Formula and expectation of Up-time	Refer to RFP
22			The same Service Level Agreement should be applicable to all included or related services or components that is required for the solution to be contracted for the requirement	Request you to please share the Formula and expectation of Up-time	Refer to RFP
23			Should have built in Capability to manage Mailboxes, use existing Data Loss Prevention Policies templates, Org-wide rules, Distribution Groups, External Contacts in service administration portal. The ability to send/receive encrypted emails. Additional feature of digital signature and encrypting e-mails shall be in built in the solution.	What is your expectation with existing Data Loss Prevention Policies templates, Org-wide rules. Please explain	Re-read the clause as Should have built in Capability to manage Mailboxes, Org-wide rules, Distribution Groups, External Contacts in service administration portal. The ability to send/receive encrypted emails. Additional feature of digital signature and encrypting e-mails shall be in built in the solution.
24			License and Support for 3rd party add on components (if any) to meet the requirements listed, to be provided by bidder for the entire contract period.	We will provide the Cost Reference. Is it fine with your bank	3rd party components (if any) to meet the requirements of RFP, to be provided by bidder for the entire contract period and without any additional cost
25			The messaging system should support antivirus stamping to validate the particular antivirus engine that scanned the mail.	Do you required this for incoming or outgoing	Both
26			It should be capable of integration with PKI services.	What is your expectation for integration of PKI services	No Specific requirement
27			It should support for filtering and grouping of addresses into multiple virtual address books depending on attributes defined in the filters.	What is your expectation of multiple virtual address books and its filters	No Specific requirement
28			It should have ability to compose in Rich Edit Form	What is your expectation for Rich edit form	No Specific requirement
29			It should support PKI services for all clients (such as mail client, web, and mobile devices) and should provide infrastructure to enable Mail messaging (S/MIME) capability and integration with messaging system.	What is your expectation for support of PKI services for all clients	No Specific requirement

30			Should provide support for POP3, IMAP4, SMTP, NNTP & HTTP based protocols.	Is it mandatory that you required NNTP based protocol	NNTP clause stands cancelled
31			There should be feature for sent messages to be recalled by the sender.	Is it mandatory that you required Message Recalling feature	Clause stands removed
32			User should be able to select the priority of the follow-up (low, normal, urgent), indicated by a flag in the inbox. Additionally, user should be capable of setting an alarm as a reminder of a follow-up action, like marking an e-mail for followup.	What is your expectation with the priority of the Follow-up	Refer to RFP
33			Should provide support for group collaboration, calendaring, scheduling. Should provide support for collaborative development and support for workflow scenarios and web services.	We are supported Collaboration suite like Calendar, Contacts and Audio & Video (Paid Tool). We are not supporting Workflow. What is your expectation for support for workflow scenarios and web services.	Read point as Should provide support calendaring, scheduling
34			The messaging software should support configuration of different Out Of Office message to be sent to external recipients.	What is your expectation of different Out Of Office message to be sent to external recipients. Please clarify	No Specific requirement
35		D. Technical Requirements on Security features	The solution should support Digital Signature of Email messages and encryption for data at Rest & in transit.	What is your expectation with encryption for data at Rest	Bidder should comply with regulatory guidelines issued from time to time; however passwords must be stored in encrypted way.
36			Understand the logical segregation of information and protective controls implemented.	What is your expectation of logical segregation of information and protective controls implemented	No Specific requirement
37			Perform regular backup and recovery tests to assure that logical segregation and controls are effective.	What is your expectation of logical segregation of information and protective controls effectiveness	No Specific requirement
38			Scanning of emails should be supported the following configurations:		-
39			d. Mailbox scanning	What is your expectation with Mailbox scanning, as it is a functionality of EDR solution installed in the PC/Desktop/Laptop	Clause stands removed
40			e. On access scanning	What is your expectation with On access scanning, as it is a functionality of EDR solution installed in the PC/Desktop/Laptop	Clause stands removed
41			In an outbreak scenario, it should be possible to scan email messages when they are accessed from the mailboxes with latest updated signature.	Please elaborate and provide more clarity, as Its possible in Desktop EDR Solution	Clause stands removed
42			There should be a provision to scan messages in the mailboxes with the latest signatures which had been scanned earlier (1 day before or 5 days before, 1 week before, etc). This would help catch potential malicious code which may have entered user's mailbox earlier when a signature was not available.	Please elaborate and provide more clarity, as Its possible in Desktop EDR Solution	Clause stands removed
43			The proposed Anti-virus, anti-spam, anti-malware for email solution must support the following:		-

44			i. Must support the ability to rewrite email headers	What is your expectation for rewrite email headers	Solution should send a notification/alert to the user if incoming/outgoing mail are spammed
45			The bidder should provide updates and upgrades as and when released by the OEM during contract period without any additional charges to the bank.	We can give updates only for 3 years for our Email and Archival Solution. After three years if there is any major changes in OS and Product then one time installation and upgradation charges are there. Will this be fine with your Bank.	Original clause(s) retained
46			DC-DR drill to be performed as per RBI/Regulator guideline from time to time.	What is your expectation for DR-DC drill. Do you need this automated or manual	Should comply with regulatory guidelines from issued time to time and provide atleast 2 DC-DR Drills in a year.
47	Eligibility Criteria	7	Bidder must have minimum annual turnover of Rs. 20 Crore in each of the last three financial years (2018-19, 2019-20 and 2020-21) and should also have made operating profit in at least two of the previous three financial years.	Our financial accounts for the FY 2020-21 as on 31 Mar 2021 are yet not closed due to pandemic situation. Hence we request that kindly amend the clause as below:- Bidder must have minimum annual turnover of Rs. 20 Crore in each of the last three financial years (2017-18, 2018-19 and 2019-20) and should also have made operating profit in at least two of the previous three financial years	Re-read the clause as Bidder must have minimum annual turnover of Rs. 20 Crore in each of a. Last three financial years 2018-19, 2019-20 and 2020-21 OR b. Last four financial years i.e. 2017-18, 2018-19, 2019-20 and 2020-21 (unaudited) And should also have made operating profit in at least two of the previous three audited financial years.
48	Eligibility Criteria	9	The Cloud Email solution (Email software along with cloud service provider) is under production with minimum 5000 mailboxes for minimum one scheduled commercial bank for at least 2 full year from date of Go-live.	Kindly amend the clause as: The Cloud Email solution (Email software along with cloud service provider) is under production with minimum 400 mailboxes for scheduled banks for at least 1 full year from date of Go-live. Documents to be submitted :Copy of Work order/Client Certification	Re-Read point as The Cloud Email solution (Email software along with cloud service provider) is under production with minimum 5000 mailboxes. And Bidder should have minimum one scheduled commercial bank for at least 1 full year from date of Go-live with at least 300 mailboxes
49	Eligibility Criteria	9	The Cloud Email solution (Email software along with cloud service provider) is under production with minimum 5000 mailboxes for minimum one scheduled commercial bank for at least 2 full year from date of Go-live.	Kindly amend the clause as: The Cloud Email solution (Email software along with cloud service provider) is under production with minimum 2500 mailboxes for scheduled banks/government organizations for at least 2 full year from date of Go-live. Documents to be submitted :Copy of Work order/Client Certification	
50	Annexure F: Bidders Capability/Marking Methodology	54	Additional Experience in BFSI : a. 2 for SCB b. 1.5 for non-SCB entities from BFSI	Kindly amend the clause as: Additional Experience in BFSI: a. 2 for scheduled back b. 1.5 for Government	Original clause(s) retained
51	Annexure F: Bidders Capability/Marking Methodology	54	Live Mailboxes - Additional .05 Marks with max upto 2.5:- For every 1000 mailboxes after 5000 mailboxes	Kindly amend the clause as: Live Mailboxes - Additional 0.5 Marks with max upto 2.5:- For every 500 mailboxes after 1000 mailboxes	Original clause(s) retained
52	Scope of work	16	Migration of 350 mailboxes along with their data on new public cloud	Kindly Confirm the name of Current Email Service Provider?	M/s Trimax Infrastructure Pvt Ltd

53				Kindly confirm whether the current Mail solution is on premise or cloud.	Cloud
54			General	Kindly confirm the total number of the domains ?	One
55			General	kindly share the domain list which is active with current mailing solution	jkgb.in
56	Scope of work	17	An email solution to be accessible over multiple devices (Minimum 4 devices per user like Tablets, Mobile Phones, Laptops, Desktops etc.) All the devices should be in Sync. Solution should have following features: • Meeting/Calendar/Task list • Email clients should be accessible over web browsers Email archiving and advanced security solutions	Kindly confirm whether the client is looking for IMAP SYNC solution from the bidder.	Yes
57	5. Schedule for Bidding Process		EMD (Earnest money Deposit) Amount (₹): A bid security of ₹ 1,00,000/- (Rupees One Lakhs Only) in the form of Bank Guarantee in favor of General Manager J&K Grameen Bank valid for 180 days from the due date of the RFP.	Please refer paragraph 4 of the Office Memorandum (No. F.9/4/2020-PPD) dated 12th November 2020 from Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India on the subject of "Bid Security / Earnest Money Deposit". So, we would request J&K Grameen Bank (JKGB) to accept " Bid Security Declaration " in lieu of EMD. Kindly confirm the acceptance of our request.	Original clause(s) retained
58	18. Formation of Bid		Performance Bank Guarantee to be deposited for the amount equal to 10 % of the total cost of the project.	Please refer paragraph 3 of the Office Memorandum (No. F.9/4/2020-PPD) dated 12th November 2020 from Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India on the subject "Performance Security". In view of the above mentioned guideline we would request J&K Grameen Bank (JKGB) to amend the requirement for the successful bidder to furnish an unconditional performance bank guarantee for three percent (3%) of the total cost of the project. Kindly confirm the acceptance of our request	Re-read the clause as Performance Bank Guarantee must be deposited for an amount equal to 3% of the total cost of the project.
59	Eligibility Criteria		2. Bidder must have minimum annual turnover of Rs. 20 Crore in each of the last three financial years (2018-19, 2019-20 and 2020-21) and should also have made operating profit in at least two of the previous three financial years.	We have not yet released the audited financial statements for the FY 2020-21. So we would request the Bank to kindly amend the criteria and evaluate the minimum annual turnover & operating profit related parameters on the basis of the audited financial statements of any of the last three out of four audited financial years (2017-18, 2018-19, 2019-20 and 2020-21). Kindly confirm the acceptance of our request.	Re-read the clause as Bidder must have minimum annual turnover of Rs. 20 Crore in each of a. Last three financial years 2018-19, 2019-20 and 2020-21 OR b. Last four financial years i.e. 2017-18, 2018-19, 2019-20 and 2020-21 (unaudited) And should also have made operating profit in at least two of the previous three audited financial years.

60	6. Detailed Scope of Work		<p>A. Migration of existing mailboxes and data</p> <p>1. Migration of 350 mailboxes along with their data on new public cloud.</p>	<p>As per our understanding "Migration of 350 mailboxes along with their data on new public cloud" means migrating the mail data only from the Exchange Server to the Cloud solution and the scope does not include migration of mails residing in the end-points / end-user devices (desktops / laptops / tablets etc.). Scope of work also does not include creating / modifying the user profile or local settings or mail clients of the end-users.</p> <p>Please confirm our understanding of the scope of work</p>	<p>Migration includes data from the existing mail boxes from the Exchange and not from the end-points</p>
61	6. Detailed Scope of Work		<p>C. Technical requirement for proposed Email solution on public cloud</p> <p>6. Solution should have the capability of sending to Bulk mails/promotional emails to users, customers and potential customers.</p>	<p>(a) We would request Bank to confirm if implementation of a new bulk Email solution is part of the SoW. If 'yes', please confirm that a separate Bulk Email solution can be implemented specifically to address this requirement of sending bulk mails / promotional emails.</p> <p>(b) Please confirm if the Bank is currently using any Bulk Mailing Solution. If 'yes', kindly share the details of the existing solution.</p> <p>(c) Please provide the average daily number and total size of emails that the Bank sends out (Promotional + Transactional).</p>	<p>New bulk mail solution is not a part of SoW</p>
62	7. Terms & Conditions		<p>B. Schedule of Implementation</p> <ul style="list-style-type: none"> The project should be completed within 2 weeks, including implementation and migration of mail boxes, from the date of purchase order. 	<p>(a) In view of the prevalent pandemic situation which has restricted free movement of resources we would request Bank to kindly extend the implementation timeline to 4 weeks and also allow remote access of the required Bank's IT assets for the successful Bidder to implement & support the solution remotely.</p> <p>(b) As per the RFP, approximately 500 GB of data has to be migrated for which Bank would provide the necessary hardware, software licenses and connectivity. Please confirm our understanding</p>	<p>a. Original clause(s) retained</p> <p>b. Bidder will be responsible for any software/hardware/licenses/connectivity required in migration</p>
63	C. Payment Terms		<ul style="list-style-type: none"> Quarterly in Advance against Performance Bank Guarantee (PBG) of 10% of Project cost for the contracted period. In the absence of PBG, 90% of quarterly recurring charges shall be released on submission of invoices in next quarter. 	<p>We would request the Bank to revise the PBG to 3% of Project Cost for the contracted period to comply with the relevant Government Notification issued vide Office Memorandum (No. F.9/4/2020-PPD) dated 12th November 2020 from Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India on the subject "Performance Security".</p> <p>Kindly confirm the acceptance of our request.</p>	<p>Refer to Corrigendum-II</p>

64	C. Payment Terms		<ul style="list-style-type: none"> The payment for availing the cloud services from the date of successful completion of the entire 350 mail id's / mail boxes will be paid quarterly post availing the service. Bills shall be raised on quarterly orderly basis as per scope of work mentioned in the RFP and payment shall be released accordingly by the Bank. No payment will be made in advance for any supplies under this invitation for bid. 	<p>Our understanding of the RFP is that the payment would be processed quarterly in advance for the complete set of mailboxes ordered by the Bank.</p> <p>Please confirm our understanding.</p>	Refer to Corrigendum-II
65	ANNEXURE A : Mutual Nondisclosure Agreement		ANNEXURE A : Mutual Non-Disclosure Agreement	Please confirm if the "Mutual Non-Disclosure Agreement" needs to be submitted as part of RFP response. If 'yes', then please confirm if it needs to be submitted on a Non-Judicial Stamp Paper or on Bidder's Letter Head.	After issuance of contract
66	ANNEXURE E: Service Level Agreement		ANNEXURE E: Service Level Agreement	Please confirm if the "Service Level Agreement" needs to be submitted as part of RFP response. If 'yes', then please confirm if it needs to be submitted on a Non-Judicial Stamp Paper or on Bidder's Letter Head.	After issuance of contract
67	5. Schedule for Bidding Process		Consortium Bids are not allowed.	Request bank to provide clarity on the mention point. As per our understanding Bidder/OEM can participate and bid for the project.	Original clause(s) retained
68	2. Eligibility Criteria		3. Bidder should have experience of migrating from on premise or cloud Microsoft Exchange of minimum 1000 mail boxes (including history data) into cloud in India and should have experience of maintaining the offered solution (in current bid) for at least one year from implementation of Email solution.	Request bank to consider, Bidder/OEM should have experience of migrating from on premise or cloud Microsoft Exchange of minimum 1000 mail boxes (including history data) into cloud in India and should have experience of maintaining the offered solution (in current bid) for at least one year from implementation of Email solution.	Original clause(s) retained
69	2. Eligibility Criteria		<p>Bidder can be any of the following:-</p> <p>i. Bidder is OEM and cloud service provider (CSP)</p> <p>ii. Bidder is OEM but not CSP. In that case, Bidder should have agreement with CSP for at least five years to support product service on cloud.</p> <p>iii. Bidder is CSP but not OEM. In that case, bidder should have agreement with OEM to supply OEM's products and should have back-to-back support agreement for five years.</p> <p>iv. Bidder is neither OEM nor CSP. In that case, bidder should have agreements with OEM and CSP for at least five years to supply OEM's products and product service on cloud for five years.</p>	<p>Request bank to consider bidder/OEM to participate and bid for the project.</p> <p>We request bank to provide clarity if the agreement should be for next 5 years or the tie up already needs to be in place for qualifying for this point</p> <p>or we need to get this clause changed as the successful bidder would submit the agreement after awarding the contract.</p>	Original clause(s) retained

70	2. Eligibility Criteria 6		The Cloud service provider should be certified to be compliant to the following control standards: i. ISO 27001 - Data Center and the cloud services should be certified for the latest version of the standards ii. ISO/IEC 27017:2015 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology iii. ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds. iv. ISO 20000-9-Guidance on the application of ISO/IEC 20000-1 to cloud services	Modification required in the clause: 4 ISO certifications are asked, which are too much for providing the cloud services. Any two should be enough. Thus we request you to kindly allow any two certifications and make any other two certification's optional.	Original clause(s) retained
71	2. Eligibility Criteria 7		Proposed Email Cloud service provider should be MeitY (Govt. of India) empanelled and STQC audit compliant for Public Cloud service offering PaaS and IaaS. For Public Cloud service offering for SaaS, should be compliant as and when MeitY takes it up for Empanelment.	Request bank to remove this requirement or make it optional.	Original clause(s) retained
72	2. Eligibility Criteria 9		The Cloud Email solution (Email software along with cloud service provider) is under production with minimum 5000 mailboxes for minimum one scheduled commercial bank for at least 2 full year from date of Go-live.	Since you are looking for only 350 Mail box services thus the condition mentioned is too much and is not in line with the GF&AR rules of fair purchase. We request to amend it as The Cloud Email solution (Email software along with cloud service provider) is under production with minimum 1500 mailboxes for minimum one scheduled commercial bank/State or central Government/PSU for at least 2 full year from date of Go-live.	Re-Read clause as The Cloud Email solution (Email software along with cloud service provider) is under production with minimum 5000 mailboxes. And Bidder should have minimum one scheduled commercial bank for at least 1 full year from date of Go-live with at-least 300 mailboxes
73	2. Eligibility Criteria		10. The service provider should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Request bank to provide clarity that the OEM and CSP both should qualify for the mentioned clause.	Bidder, OEM and CSP
74	2. Eligibility Criteria 12		The bidder shall ensure that person signing on behalf of company is competent. Power of Attorney from the authorized signatory to be enclosed	Request bank for below modification; Power of Attorney or Board Resolution on company's letterhead from the authorized signatory to be enclosed.	Re-read the clause as Power of Attorney or Board Resolution on company's letterhead from the authorized signatory to be enclosed.
75	C. Technical requirement for proposed Email solution on public cloud 57		It should have ability to use Indian local language i.e. Unicode compliant.	We request bank to kindly elaborate the said requirement and add below clause with Point No 57 as a part of the RFP: "The Solution should be EAI (email address internationalization) ready and must support IDN .bharat (.भारत) domains for creating mail boxes, sending and receiving emails from email address using IDN domains like सपोर्ट@सरकार.भारत, -سپورٹ@سرکار.بھارت, and in all Indian Local languages.	Original clause(s) retained

76	7. Terms & Conditions C. Payment Terms		The selected bidder has to submit the Performance Bank Guarantee for a period of contracted period +90 days with a claim expiry of 1 year amounting to 10% of the order value within stipulated time frame at aforesaid office.	Request bank for below modification; As per the office Memorandum no.: F.9/4/2020-PPD by the ministry of finance dated 12th November 2020, the performance bank guarantee should be maximum 3% and would like to inform you that this rule is applicable till 31.12.2021. Thus we request you to kindly reduce the Performance bank guarantee from 10% to 3%.	Original clause(s) retained
77	2. Eligibility Criteria		General	Request bank to allow relaxations for MSME and Startups as per office orders https://dpe.gov.in/sites/default/files/relaxation_of_norms.pdf in eligibility conditions in terms of turnover and experience	Original clause(s) retained
78	18. Formation of Bid		Performance Bank Guarantee to be deposited for the amount equal to 10 % of the total cost of the project.	Request bank to consider, "Performance Bank Guarantee to be deposited for the amount equal to 3 % of the total cost of the project".	Original clause(s) retained
79	B. Schedule of Implementation		<ul style="list-style-type: none"> The project should be completed within 2 weeks, including implementation and migration of mail boxes, from the date of purchase order. 	Request bank to consider below modification; The project should be completed within 8 weeks, including implementation and migration of mail boxes, from the date of purchase order.	Original clause(s) retained
80	B. Schedule of Implementation		<ul style="list-style-type: none"> Any license, if required, need to be provided by the Vendor. The Vendor is solely responsible for any legal obligation related to licenses during warranty period of five years for solution proposed as implemented by the Vendor. 	Request bank to define the warranty and AMC period for the project to be undertaken.	Refer to RFP
81	b. Revenue Cost		<ul style="list-style-type: none"> Bills shall be raised on quarterly orderly basis as per scope of work mentioned in the RFP and payment shall be released accordingly by the Bank. 	Request bank to consider below modification; Bills shall be raised on monthly orderly basis and payment shall be released accordingly by the Bank.	Original clause(s) retained

82	D. Confidentiality		<p>The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:</p> <ul style="list-style-type: none"> • To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK • To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original; • To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and • To treat all Information as Confidential Information. • Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that 	<p>Bidder suggest below additions: Company shall not be liable for disclosure or use of any materials or information provided by BANK or developed by Company which is:</p> <ul style="list-style-type: none"> i) Possessed by Company prior to receipt from BANK, other than through prior disclosure by BANK, as documented by Company's written records; ii) Published or available to the general public otherwise than through a breach of Confidentiality; iii) Obtained by Company from a third party with a valid right to make such disclosure, provide that said third party is not under a confidentiality obligation to BANK; iv) Developed independently by the Company. v) Disclosed by the Bank to another without any confidentiality obligations. <p>In the event that Company is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Company shall promptly notify BANK and allow BANK a reasonable time to oppose such process before making disclosure.</p> <p>Nothing contained in this contract shall limit the Company from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.</p> <p>The receiving party undertakes to (i) hold all such Confidential Information in strictest confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to</p>	Original clause(s) retained
83	G. Force Majeure		<p>Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:</p> <ul style="list-style-type: none"> • Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics • Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes <p>Terrorist attacks, public unrest in work area</p> <p>Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.</p>	<p>Bidder suggest below additions: Any such delay beyond 30 days either party may terminate this agreement after service of 15 days’ notice to the other party.</p>	Original clause(s) retained

84	L. Indemnity		<p>The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.</p> <p>The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.</p> <p>The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.</p> <p>All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.</p> <p>Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.</p>	<p>Bidder suggests below modifications:</p> <p>4. The bidder shall also be liable to indemnify the Bank, at its own cost and expenses, against all losses/damages, which the Bank may suffer on account of violation by the bidder/successful bidder of any or all national/international trade laws, norms, standards, procedures, etc.</p> <p>vendor shall have no obligations with respect to any claims to the extent that the claim arises or results from:</p> <p>(i) vendor's compliance with the BANK's specific technical designs or instructions; or</p> <p>(ii) Inclusion in the Deliverables and/or Services of any content or other materials provided by BANK and if the claim relates to or arises from any Customer provided material; or</p> <p>(iii) Modification, alteration, adjustment of the Deliverables and/or Services after delivery by the vendor to the BANK, if such modification, alteration, adjustment was not made by or on behalf of vendor; or</p> <p>(iv) Operation or use of some or all of the Deliverables and/or Services in combination with products, information, specification, instructions, data, materials not provided by vendor; or</p> <p>(v) use of the Deliverables and/or Services for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the agreement; or</p> <p>(vi) Use of a superseded or altered release of some or all of the</p>	Original clause(s) retained
85	P. Option Clause		<p>i. The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract.</p>	<p>Request bank for below modification;</p> <p>The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 10 percent of bid quantity at the time of placement of contract.</p>	Original clause(s) retained

86	S. Termination		<p>J&K Grameen BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -</p> <ul style="list-style-type: none"> • The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder. • The selected bidder goes into liquidation, voluntarily or otherwise. • The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc. • An attachment is levied or continues to be levied for a period of seven days upon effects of the bid. • The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed. • J&K Grameen BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract. • After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, J&K Grameen 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 	<p>Bidder suggests below modifications:</p> <p>Either party may cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing to other party under the following circumstances: -</p> <ul style="list-style-type: none"> • if the party commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder. • The Party goes into liquidation, voluntarily or otherwise. • The party violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc. • • The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed. • J&K Grameen BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract. • After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, J&K Grameen 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 selected bidder shall support the Bank. This clause is applicable, if the contract is cancelled for any reason, whatsoever and not applicable if the bank terminates the agreement for the convenience. <p>The rights of the Bank enumerated above are in addition to the</p>	Original clause(s) retained
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87	X. Right To Audit		<p>Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Bidder. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Bidder should allow the J&K Grameen Bank or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by Bidder within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. Bidder should allow the J&K Grameen Bank to conduct audits or inspection of its Books and account with regard to Bank's documents by one or more officials or employees or other persons duly authorized by the Bank. Bank also has the right to audit and test the security controls periodically.</p>	<p>Bidder suggests below additions: Provided, the Auditors, authorized representatives, Regulators or their auditors should not be the competitors of the vendor. Also Bank and said auditors shall be bounded to fallow all necessary confidential and security instructions provided by vendor during such audit/ inspection</p>	Original clause(s) retained
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88	NA		General	<p>Bidder suggests below additions:</p> <p>UPTIME EXCEPTIONS:</p> <p>Exceptions to the Downtime calculation :</p> <p>The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement and shall not be considered as downtime of services –</p> <p>(a) Time lost due to power or environmental failures s;</p> <p>(b) Time taken to recover the system because of power or environmental failures;</p> <p>(c) Time lost due to damage or malfunction in the system or units thereof due to causes attributable of additional devices, making alteration of the system or units thereof due to causes attributable of additional devices, making alteration of the system, maintenance of the system etc. without vendor's consent and/ failure to maintain the site required by the Bank;</p> <p>(d) Time taken for reconfiguration or other planned downtime situations</p> <p>(e) scheduled shutdown as required by Bank;(vendor may also request Bank for a shutdown for maintenance purpose, which request will not be denied unreasonably by Bank);</p> <p>(f) Time taken for booting the system</p> <p>(g) Time Lost due to unavailability of link.</p> <p>Further; the vendor shall not be liable or responsible for any delay or failure to perform or failure of the services or the deliverable under this agreement to the extent that such delay or failure has arisen as a result of any delay or failure by Bank or its employees or</p>	Original clause(s) retained
89	Annexure F		Bidders Capability/Marking Methodology	Request bank to consider,Bidder/OEM Capability/Marking Methodology	Original clause(s) retained
90	6. SLA and Penalty		1. Uptime of cloud Solution- Storage, Network, Virtualisation Layer, Virtual Operating System, Cloud Security Layer	Request bank to consider an uptime of 98%.	Original clause(s) retained
91	6. SLA and Penalty 2		a. Virus detection and blocking b. Spam effectiveness c. Email delivery	<p>Request bank to consider below modification;</p> <p>a. Virus detection and blocking: uptime- 98%</p> <p>b. Spam effectiveness: uptime-92%</p> <p>c. Email delivery: uptime- 98%</p>	Original clause(s) retained
92				<p>43. Solution should have the mailbox audit feature for all users should be enabled immediate upon creation on the cloud. Audit Logs should be preserved for at least 90 days in online & 10 years for offline. (are they providing the space or need to set on cloud)</p>	Logs should be on cloud
93				45. It should have for digital signatures. (Are they giving us)	Refer to RFP
94				96. There should be a centralized e-discovery mechanism to find information from mail, group conversations, attachment and documents stored on document libraries from single compliance portal. (It is available for email only)	Both Email and archival

95				27. It should provide options to scan / check for malicious mails both when they are delivered to the mailboxes and when they are accessed later from the mailboxes	Query not clear
96				49. DC-DR drill to be performed as per RBI/Regulator guideline from time to time. (Please check the same as DR need to have add-on cost or only they need DR drill they required then need to share the cost accordingly)	DR is required. Refer to RFP
97	5. Schedule for Bidding Process		Last date and time for Bid submission -14-09-2021 (Tuesday) 05:00 P.M.	Sir, As per the RFP the Clarifications to pre-bid queries will be provided by the Bank on 06-09-2021 (Monday) and the last date of bid submission is 14.09.2021 We would like to inform you that the given time is not sufficient to submit the Bid because the bank need the response from bidders in the form of Hard copy and also the bank is looking for 2 set of technical bid one is Original and second is Duplicate, also the courier service provider will take the time to deliver the courier. Thus we request you to kindly extend the last date of bid submission by at least 15 days from current date of bid submission so that all the bidders can be able to submit their bid on time.	Original clause(s) retained
98	2. Eligibility Criteria 6		The Cloud service provider should be certified to be compliant to the following control standards: i. ISO 27001 - Data Center and the cloud services should be certified for the latest version of the standards ii. ISO/IEC 27017:2015 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology iii. ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds. iv. ISO 20000-9-Guidance on the application of ISO/IEC 20000-1 to cloud services	Modification required in the clause: 4 ISO certifications are asked, which are too much for providing the cloud services. Any two should be enough. Thus we request you to kindly allow any two certifications and make any other two certification's optional.	Original clause(s) retained
99	2. Eligibility Criteria 7		Proposed Email Cloud service provider should be MeitY (Govt. of India) empanelled and STQC audit compliant for Public Cloud service offering PaaS and IaaS. For Public Cloud service offering for SaaS, should be compliant as and when MeitY takes it up for Empanelment.	Requested to remove this requirement or make it optional.	Original clause(s) retained
100	2. Eligibility Criteria 9		The Cloud Email solution (Email software along with cloud service provider) is under production with minimum 5000 mailboxes for minimum one scheduled commercial bank for at least 2 full year from date of Go-live.	Since you are looking for only 350 Mail box services thus the condition mentioned is too much and is not in line with the GF&AR rules of fair purchase. We request to amend it as The Cloud Email solution (Email software along with cloud service provider) is under production with minimum 1500 mailboxes for minimum one scheduled commercial bank/State or central Government/PSU for at least 2 full year from date of Go-live.	Re-Read clause as The Cloud Email solution (Email software along with cloud service provider) is under production with minimum 5000 mailboxes. And Bidder should have minimum one scheduled commercial bank for at least 1 full year from date of Go-live with at-least 300 mailboxes

101	2. Eligibility Criteria 12		The bidder shall ensure that person signing on behalf of company is competent. Power of Attorney from the authorized signatory to be enclosed	Modification required in the clause: Power of Attorney or Board Resolution on company's letterhead from the authorized signatory to be enclosed.	Power of Attorney or Board Resolution on company's letterhead from the authorized signatory to be enclosed.
102	C. Technical requirement for proposed Email solution on public cloud 57		It should have ability to use Indian local language i.e. Unicode compliant.	Sir, we request you to kindly elobrate the said requirement and add below clause with Point No 57 as a part of the RFP: "The Solution should be EAI (email address internationalization) ready and must support IDN .bharat (.भारत)domains for creating mail boxes, sending and receiving emails from email address using IDN domains like सपोर्ट@सरकार.भारत, "سپورٹ@سرکار.بھارت" and in all indian LOcal languages.	Original clause(s) retained
103	7. Terms & Conditions C. Payment Terms		The selected bidder has to submit the Performance Bank Guarantee for a period of contracted period +90 days with a claim expiry of 1 year amounting to 10% of the order value within stipulated time frame at aforesaid office.	Modification required in the clause: As per the office Memorandum no.: F.9/4/2020-PPD by the ministry of finance dated 12th November 2020, the performance bank guarantee should be maximum 3% and would like to inform you that this rule is applicable till 31.12.2021. Thus we request you to kindly reduce the Performance bank guarantee from 10% to 3%.	The selected bidder must (mandatory) submit the Performance Bank Guarantee for a period of contracted period +90 days with a claim expiry of 1 year amounting to 3% of the order value within stipulated time frame at aforesaid office.
104	2. Eligibility Criteria		General	Requested to please allow relexctations for MSME and Startups as per office ordrrs https://dpe.gov.in/sites/default/files/relaxsation_of_norms.pdf in eligibility conditions in terms of turnover and experience	Original clause(s) retained