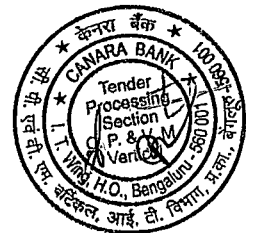
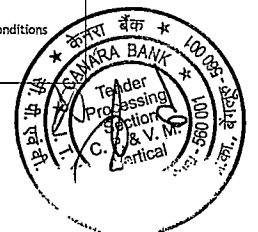


Replies to pre bid queries for Selection of vendor for Procurement of Microsoft e-Mail subscription licenses, allied components and bulk e-Mail facility on end to end managed service model for a period of 5 years GEM/2024/B/4515239 dated 20/01/2024						
Sl. No	Page No.	Section/Annexure/ Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Response
1	83	7	Functional and Technical Requirements Bulk Mailing Solution	The bidder should implement an enterprise class bulk mailing solution (Hybrid) on OPEX (Operating Expense) model i.e. application server and email generation will be in-house and delivery will be cloud based	What would be per day email volume. RFP says min. 15 lac. So, - What would be the peak per day ? - What would be the peak hourly email volume ? - What would be the avg. mailer size ? - Can we get breakup of per day mailers ? a) less than 100KB What is % of total volume of a day ? b) 100KB to 400KB What is % of total volume of a day ? c) more than 400KB What is % of total volume of a day ?	Mail size and volume is subject to variation as per business requirement.
2	15	1	Implementation	Implementation, integration of on-premises hardware, software etc 10 weeks from the date of acceptance of purchase order	Implementation timeline should be 8 weeks post hardware delivery.	Bidder to refer Corrigendum-2
3	20	6.13	Penalty	Permitted time for delivery (as mentioned on the page no. 64 of RFP) - 24 hours for Promotional / Campaign	* Email delivery is subjected to below factors, * Sender reputation * Target user data quality * Mailer size * Type of communication - Patently would be applicable only if mailer size is less than 100KB, Sender carries good reputation and no throttling from ISP side.	Bidder to comply with RFP terms and conditions
4	42	12	Intellectual Property	Intellectual Property	This should be a mutual clause, because Netcore is also providing access to its proprietary solution to the Bank. The clause should include the following: Intellectual Property: (i) Each Party acknowledges that any intellectual property rights used or adopted by a Party in the conduct of its business is the sole property of the respective owners; (ii) Each Party shall use the intellectual property rights owned by the other Party in strict compliance with the requirement under this Agreement only with prior written permission of the owner. Any such use shall cease immediately upon termination or expiration of this Agreement. "Intellectual Property Rights" shall mean to include patents, trademarks, trade names, design rights, copyright (including rights in computer software, source code, and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.	Bidder to comply with RFP terms and conditions
5	46	21.3	Indemnity	Indemnity	Implementation timeline should be 8 weeks post hardware delivery.	Query is not related to RFP clause. For Project Timelines refer Corrigendum-2
6	46	23	Indemnity	Indemnity	This needs to be a mutual indemnification, because Netcore is giving access to its product and services and misuse of the same will have a material adverse effect on Netcore. Further, Netcore's total liability under the contract will have to be limited to INR 5,00,000/-.	Bidder to comply with RFP terms and conditions
7	47	25.1	General Conditions	General Conditions	Any audit of the documents and information pertaining to the services can be allowed with 15 days written notice.	Bidder to comply with RFP terms and conditions
8	47	25.3	General Conditions	General Conditions	Netcore cannot give representation for Future amendments and circulars by RBI or any regulatory body. Netcore is not a RBI registered entity and will not be privy to access to all circulars. New circulars or amendments to existing circulars will have to be informed by the Bank to Netcore and then the parties can discuss on the applicability and Netcore's compliance to it, to the extent necessary.	Bidder to comply with RFP terms and conditions
9	52	34	Resolution of Dispute	Resolution of Dispute	the seat of arbitration to be Mumbai, where Netcore is headquartered.	Bidder to comply with RFP terms and conditions
10	52	35	Legal Disputes and Jurisdiction of the court	Legal Disputes and Jurisdiction of the court	jurisdiction to be Mumbai, where Netcore is headquartered.	Bidder to comply with RFP terms and conditions



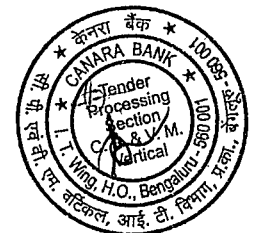
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11	General	General	General	General	<p>The following clauses need to form part of the Contract:</p> <p>1. Obligations of the Bank ("Customer"):</p> <p>(a) Customer shall be responsible for the creation and content of the emails it sends ("Content") and acknowledges that Netcore will not in any manner be responsible for the Content proposed to be sent by the Customer to its targeted recipients.</p> <p>(b) Customer shall ensure that the Content is not infringing, libellous, defamatory, obscene, pornographic, abusive, harmful, threatening, harassing, stalking, embarrassing, tortuous, offensive, hateful, or racially, ethnically or otherwise objectionable, misleading or violating any law or rules laid down by statute or any right of any individual or third party.</p> <p>(c) Company shall: (a) notify Netcore immediately of any unauthorized use of any password or user id or any other known or suspected breach of security of the software provided under this Agreement, and (b) report to Netcore immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by Company or its authorized users.</p> <p>(d) It shall be solely responsible for the acts and omissions of its authorized users, to whom access is given by the Company to use Netcore's software solutions. Netcore shall not be liable for any loss of data or functionality caused directly or indirectly due to default of authorized users.</p> <p>(e) If it uses any third-party technology along with the software solution provided by Netcore, which is not a technology offered by Netcore, then Netcore will not be responsible for the integration of such third-party technology and neither will it be responsible for the performance of such third-party technology. It is abundantly clarified that if the Services are interrupted or becomes faulty due to the third-party technology, Netcore will not be held responsible for the same. Company will be held responsible for any security breach to Netcore's software, due to any third-party technology that Company may integrate.</p> <p>2. Representation and warranties of the Parties:</p> <p>The Parties hereby represent and warrant to each other that; (i) this Agreement is in all respects reasonable and necessary to protect the legitimate business interests of the Parties; (ii) they have all requisite power and authority, and does not require the consent of any third party to enter into</p>	Bidder to comply with RFP terms and conditions
12	01	Scope of Work	Broad Scope of work	Canara Bank Intends to procure 80,000 (which includes 13,000 optional Profile-2 licenses) of Microsoft e-mail subscription licenses, allied components and bulk mailing facility on end-to-end managed service model for a period of 5 years.	We request you to kindly remove the specific Technology being asked in the tender and make it a level playing field to all the players providing enterprise class e-Mail Solution so that there will be fair competition among the eligible bidders and transparency of the procurement process shall be maintained.	PAC procurement. Bidder to refer Corrigendum-1 and comply with RFP terms and conditions
13	82	Annexure-9- Functional and Technical Requirements	4) Defender for Office; page 82	Defender for Office should offer inbuilt anti-spam/anti malware functionality in the email gateway to filter suspicious, unwanted emails. The centralized administrator console should have functionality to make related configuration changes.	The native email security provided by Defender falls short in effectively addressing the current email threat landscape. It is imperative for the bank to consider adopting a third-party email security solution that features an invisible architecture, aligning with zero-trust principles, to ensure the highest level of security. Given that attackers are increasingly exploiting email and collaboration applications as entry points into networks, it is strongly recommended that the bank opts for a modern, third-party email security solution. This solution should be distinct and more advanced than the native security features offered by Microsoft's email services	Bidder to comply with RFP terms and conditions
14	82	Annexure-9	4) Defender for Office; page 82	Defender should provide capability to protect against unknown email threats (virus, malwares etc.) using capability to scan email attachments in sandboxing environment	Request to modify the clause to add post-delivery deployment in addition to inline deployment. Modern email security solution must support the inline prevention and post-delivery prevention for the comprehensive architecture and the design.	Bidder to comply with RFP terms and conditions
15	82	Annexure-9	4) Defender for Office; page 82	Defender should provide capability to protect against unknown email threats (virus, malwares etc.) using capability to scan email attachments in sandboxing environment	Defender/3rd party solution should provide capability to protect against unknown email threats (virus, malwares etc.) using capability to scan email attachments in sandboxing environment. The solution must support both inline scanning & post-delivery scanning (using APIs) to prevent the attacks. Both the modes must be supported from day one.	Bidder to comply with RFP terms and conditions
16	82	Annexure - 9	4) Defender for Office; page 82	Defender should provide time-of-click verification of web addresses (URLs) received in email messages. When user clicks the URL, it should be reputation checked. In case, website is malicious, the user should be warned appropriately.	Request to modify to "Solution should provide time-of-click verification of web addresses received in email messages & attachments, when user clicks the URL, it should check the site in real-time by doing a URL sandbox to catch the zero-day phishing URL which have no reputation. "	Bidder to comply with RFP terms and conditions
17	82	Annexure - 9	4) Defender for Office; page 82	New feature- Name impersonation to be Considered	The solution should include protection against the impersonation of specific usernames and domains, if required, for all users within the organization. Additionally, it must offer visibility into supply chain attacks, such as the compromise of third-party emails that target Canara Bank. The solution must provide detailed information on all the AI/ML risk indicators in the dashboard, including user-to-user, user-to-domain, and domain-to-domain risk scores (These indicators help in attributing emails as phishing or malware)	Bidder to comply with RFP terms and conditions



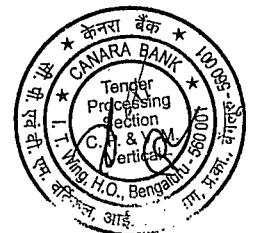
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18	82	Annexure - 9	4) Defender for Office: page 82	New feature to be Considered	Solution should provide the complete analysis for the events generated with its reasoning on how the solution classified its result, to help reduce the amount of time analysts spend on analysing the sample/event.	Bidder to comply with RFP terms and conditions
19	82	Annexure - 9	4) Defender for Office: page 82	The solution should be able to scan the files on team sites, business drives etc., offered as part of the solution. If the file is found to be malicious, appropriate action is to be taken as defined.	The bank should seriously consider implementing Content Disarm and Reconstruction (CDR) as a key email security control. This measure is crucial for sanitizing all weaponized documents before they are permitted into the environment. Additionally, the solution must incorporate a robust security workflow specifically for handling weaponized documents that are protected with passwords, particularly when these passwords are not shared within the email body. This approach ensures a more comprehensive and effective defense against sophisticated email-based threats. revised clause - The solution should be able to scan the files on team sites, business drives (Box, Dropbox, Slack, drive etc.) offered as part of the solution. If the file is found to be malicious, appropriate action is to be taken as defined. solution must provide the security workflow for weaponized documents protected with passwords which are not being shared in email body.	Bidder to comply with RFP terms and conditions
20	4	Scope of Work	D. Bulk mailing solution Point no. 3	The solution should support minimum 15 Lacs promotional and transactional mails per day individually at DC and DR from the on-premises setup. The volume mentioned is indicative. It may increase or decrease based on actual requirement during the contract period.	1. Please confirm the understanding that the DR will be cloud-based? 2. Please provide YoY email traffic projection in order to provide hardware sizing 3. Is there a period (Eg. Festival season, etc.) where the email traffic is expected to peak? If yes, what will be the approx. traffic projection	1. Solution should be implemented in hybrid model. All hardware implemented in on-premises DC should have an equivalent on-premises DR. 2. Projected growth of 20% on a yearly basis. 3. Mail size and volume is subject to variation as per business requirement.
21	3	Scope of Work	B. General features of the solution Point no. 11	Design custom home page for the Bank mail	Please elaborate if this requirement refers to analytics dashboard? What all KPIs and features will be required?	Bidder has to design custom home page for email solution only
22	5	Scope of Work	C. Data migration Point no. 2	The bidder must migrate all existing email data for all users i.e. all the mails, calendars, contacts, folders, subfolders contained within a mailbox including encrypted mails as at the time of migration irrespective of number/ age of mails, size of mailbox etc. from Zimbra email solution to the Microsoft 365 cloud services with zero data loss.	Please provide the format in which the existing data is stored? Also, is there a preferred way (integration method) that the Bank intends to migrate the data	Details will be shared with successful bidder.
23	32	Section E	3.4 Bidders Presentation/Site visit/POC	1.1.1. The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed solution at the location which is identified by the Bank. Hence, Bidder is required to arrange the required software in prior and need to submit the pre-requisites document in order to complete the POC within 10 Days.	What is the Proof required for this Project. Is it related to Migration or Microsoft 365 Features?	If Bank desires to conduct POC, specific details will be shared.
24	67	Annexure 8	A. Board Scope of Work	Implement the necessary on-premises (within Bank network) components like ADFS, Entra Connect etc., which are required for the solution on OPEX (Operational Expenditure) basis. Bank will not provide any hardware/software/middleware components required for building the solution	What is the exact count of users they are looking to manage and do you have any On-prem apps which is logging through ADFS for validation purpose? Currently what services bank is using AD/ADFS or Hybrid Setup with Azure AD?	RFP clause is self explanatory. Please refer Point no 3 under E. Supply and Licensing: 3. The on-premises ADFS setup should be sized to cater to a minimum of 1 Lakh users initially and should be able to cater to needs of the Bank throughout the contract period. The bidder should support for integration of ADFS setup with other applications as and when required by the Bank. Currently Bank is using ADFS. The bidder should support all the authentication mechanisms provided by Microsoft 365 solution presently and in the future. Bank reserves the right to switch/choose any other authentication mechanism as desired.



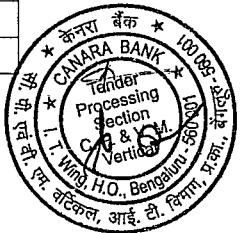
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25	68	Annexure 8	A. Board Scope of Work	To have back-to-back premium support arrangement with OEMs for all components and licenses being supplied as part of the project, for raising tickets 24x7x365 for any kind of issues related to the services subscribed by the Bank. There should not be any limitation in the time/number/duration of tickets that can be raised throughout the contract period	Microsoft Provides Premier Support Ticket on Hourly basis not on 24*7*365	Bidder to comply with RFP terms and conditions
26	69	Annexure 8	B General Features of the Solution	12.The bidder shall ensure regular backups of the on-premises servers and perform restoration testing to ensure sanity of the backup as per the Bank's backup policy.	What is the current Backup solution Bank is using?	Details will be shared with successful bidder.
27	69	Annexure 8	C Data Migration	The bidder must migrate all existing email data for all users i.e. all the mails, calendars, contacts, folders, subfolders contained within a mailbox including encrypted mails as at the time of migration irrespective of number/ age of mails, size of mailbox etc. from Zimbra email solution to the Microsoft 365 cloud services with zero data loss.	How much data overall consumed by Zimbra users? Please share in GB/TB approx.	Presently primary mailbox data is approximately 30 TB. Archival data is available on Barracuda at Zimbra SI DC and compressed data size is approximately 25 TB.
28	70	Annexure 8	C Data Migration	1. In case, the existing data is not compatible with M365 solution, bidder has to convert the data so as to migrate to M365 solution at no additional cost.	Hoping only mailbox migration to be performed? Is there any storage available at Zimbra end, if yes please share the overall data in GB/TB	RFP clause is self explanatory . Please refer Point no 2 under C. Data Migration: The bidder must migrate all existing email data for all users i.e. all the mails, calendars, contacts, folders, subfolders contained within a mailbox including encrypted mails as at the time of migration irrespective of number/ age of mails, size of mailbox etc. from Zimbra email solution to the Microsoft 365 cloud services with zero data loss. Presently primary mailbox data is approximately 30 TB. Archival data is available on Barracuda and compressed data size is approximately 25 TB.
29	28	SECTION D - BID PROCE	6.Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD	Current EMD value requested by the bank is INR 5,00,00,000.00	We request bank to reduce EMD to INR 50,00,000.00	Bidder to comply with RFP terms and conditions
30		SECTION D - BID PROCESS	6.Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD	Bank has requested for an upfront BG for 62 Months.	Can we have an yearly BG with renewal every year	No, Bidder to comply with RFP terms and conditions
31	NA	General	Query on HW for On-premise	Bank has requested for a DC and DR hardware setup for ADFS and bulk email solution	Where we need to host these hardware? Will bank provide rack space, cooling etc to host these setup	At DC and DRC.Bank will provide the rack space, cooling etc to host these setup
32	23	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	14.Subcontracting	14.1 Principle bidder only can participate and bidder should not sub-contract to any other company/firm/trust. In case subcontracting is warranted in interest of the project, the selected bidder should take consent of the Bank before undertaking any such agreement.	Bulk email solution will be deployed and serviced by OEM directly where as bidder will be the only single point of contact for bank in such scenario will this be termed as sub-contracting	Bidder to comply with RFP terms and conditions
33	67	Annexure 8 - SOW	A. Board Scope of Work	5.Day 1 requirement on 01/06/2024 will be 67,000 licenses (which includes Profile-1 and Profile-2 and 13,000 Microsoft 365 F1) and the rest will be optional item (13000 licenses) which may be subscribed by the Bank anytime during the contract period.	We need clarity here, as per License profiling. Profile 1 has 150 users, profile 2 has 66850 user and conditional Access has 13000 users which will be used for profile 2 users. Also as per Annexure-15 there is an 13000 user optional for Profile 2 which bank has asked us to quote. So Initial PO which will be released by Bank will be for (Profile 1 - 150 users, Profile 2 - 66,850 users and Conditional Access license for profile 2 - 13000 count) hope our understanding is correct.	We concur your understanding



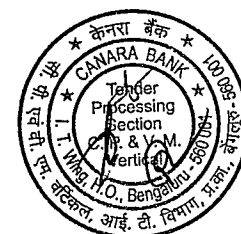
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34	36	9.Performance Security	Performance Security	9.1.The successful bidder should submit a Security Deposit / Performance Bank Guarantee equivalent to 10% of the Total Cost of Ownership (TCO) value as specified in Bid Schedule within 15 days from the date of acceptance of the Purchase Order with the validity period of 64 months from the date of acceptance of order and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of 2 months from the last date of validity.	We request bank to reduce PBG equivalent to 3% of the contract.	Bidder to refer Corrigendum-2
35	2	Annexure-8	A. Broad Scope of work	e. Hardware provided in DR should be an exact replica of DC. UAT test tenant should be available on M365 cloud.	Need for a separate UAT test tenant is needed? IS UAT test needed for other services or is it only for Conditional access testing? Please confirm Please specify the quantity and profile of licenses required on UAT test tenant ?	UAT test tenant is required for any testing related to the procured licenses.
36	4	Annexure-8	C. Data migration	The bidder must migrate all existing email data for all users i.e. all the mails, calendars, contacts, folders, subfolders contained within a mailbox including encrypted mails as at the time of migration irrespective of number/ age of mails, size of mailbox etc. from Zimbra email solution to the Microsoft 365 cloud services with zero data loss.	Encrypted emails may not be possible to be migrated. In Zimbra admin controls, is there any possibility for admin to decrypt all these mails before migration. Are there any shared calendars? Is there enough outbound pipe available in the dc where Zimbra mailboxes are stored, to support timelines of migration. What is compressed archival storage size? What is the uncompressed storage size for archived mails? What is the format of Archived mails and how is it being retrieved by users? Is it possible to retrieve these archived mails for all users in the form of PST? Explain the step by step process of current archival storage and retrieval. Migrating inactive mailboxes from current archival for the users who have left the organization to Exchange archival. Is this expectation correct? How many such users would be there? How are Zimbra email users getting authenticated? Is it using AD or local authentication? What is the total primary mailbox sizes for all Zimbra mailboxes that needs to be migrated?	There are no bandwidth throttling at Zimbra SI datacenter. Successful bidder will co-ordinate with Zimbra SI to plan and complete the migration within timelines specified in the RFP. Archival data is available on Barracuda at Zimbra SI DC and compressed data size is approximately 25 TB.Uncompressed file size cannot be estimated before migration. Currently live users can directly login to archive to access mails. Whereas for deleted users admin can perform pst extraction. Yes. inactive mailboxes in current archival need to be migrated to O365 archival. Count of such users will be shared with successful bidder. Local authentication setup provided by Zimbra SI
37	4	Annexure-8	C. Data migration	Bidder must migrate any other logs, data available on the present on-premises hardware to the new solution.	What are the logs that are getting stored on premises? List all the logs referred here. Also can bank to remove this as only mailbox data can be migrated.	O365 logs are being downloaded and maintained on-premises for total of 180 days. In addition, old mail archival data between September 2017 and March 2019 of compressed data size 50TB is maintained in a on premises storage. Bidder to comply with RFP terms and conditions
38	14	Annexure-9	Email Archival	There should be a centralized mechanism to find information from mail, group conversations, chat transcripts, etc. from compliance portal.	What is chat transcript and group conversations mentioned here and where is it stored now. List the process of how these transcripts getting created and where is it stored currently.	Chat transcripts and group conversations happening over Microsoft Teams.
39	21	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	7.Payment Terms	7.2.The payment schedule will be as under and will release after execution of contract agreement: Enterprise License cost per year Payment will be quarterly in arrears after deducting applicable penalties and Liquidated damages.	We request bank to change payment terms for Microsoft License as Yearly in advance as per Microsoft policies, and also bulk email solution payment terms should be yearly in advance as per OEM policies. (For all 5 Years)	Bidder to refer Corrigendum-2
40	21	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	7.Payment Terms	7.2.The payment schedule will be as under and will release after execution of contract agreement: Bulk Mail Solution - Payment will be quarterly in arrears after deducting applicable penalties and Liquidated damages.	Bulk email solution payment terms should be yearly in advance as per OEM policies.	Bidder to comply with RFP terms and conditions
41	21	SECTION C DELIVERABLE AND SERVICE LEVEL AGREEMENTS	7.Payment Terms	7.2.The payment schedule will be as under and will release after execution of contract agreement: Dedicated Onsite/ Offsite Resources - Payment will be quarterly in arrears after deducting applicable penalties and Liquidated damages.	We request bank to change the payment for Dedicated onsite/offsite resource to be quarterly in Advance.	Bidder to comply with RFP terms and conditions
42	14	SECTION C	Project timelines	1.5.The effective date of start of the bulk mailing solution services will be 01/06/2024.	Whether bank will enable the hand shake between existing vendor & successful bidder for understanding current setup	Bidder to comply with RFP terms and conditions
43	14	SECTION C	Project timelines	1.6.3 to 1.5.5.3	Assuming bank would be providing details of end users for planning, mapping end users & distribution - profiling	Details will be shared with successful bidder.



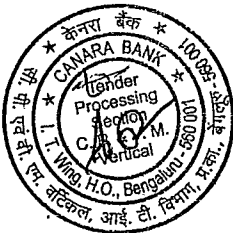
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44	15	SECTION C	Project timelines	Submission of project Implementation and migration plan along with rackspace and power requirements at DC and DR locations for on-premises	Please confirm if bank would be providing rack space, power cable & patch cords in DC & DR sites for server connection	Only Rack space will be provided by Bank. Required hardware along with all the accessories as per data centre standards to be provided by the bidder.
45	16	1. Integration & Interfaces	Project timelines	2.1. The selected bidder has to work with different application vendors in order to integrate new solution to the existing workload or new workloads during contract period.	We would require banks help to co-ordinate with different application team during implementation if required	Bidder to comply with RFP terms and conditions
46	16	1. Integration & Interfaces	Project timelines	2.1. The selected bidder has to work with different teams of Bank & application OEMs to understand the policies requirement and configurations of respective applications for the offered solution.	We would require banks help to co-ordinate with different application OEMs during implementation if required	Bidder to comply with RFP terms and conditions
47	16	1. Integration & Interfaces	Project timelines	The selected bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security	Bank to share the necessary guidelines for hardening if available	Yes. The details will be shared with successful bidder.
48	16	1. Integration & Interfaces	Project timelines	1.1. The selected bidder has to follow the industry best practices in configuration of Operating System and other Software.	Please elaborate more on OS & other softwares	OS and software to be provided by the Bidder as part of the project.
49	18	1. Integration & Interfaces	Project timelines	In case the resource goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% of the quarterly resource cost for the respective resident resource for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% on the quarterly Resident resource charges payable to the selected bidder	Requesting bank to reduce the total penalty on quarter 20% to 5%	Bidder to comply with RFP terms and conditions
50	22	9	1. Local support	The Support should be for an unlimited number of incidents reported to them and provides a practical solution to resolve the issue. The support should be provided over phone, E mail web based, in person, if required. All escalations will be attended / responded-promptly not later than 30 minutes of reporting	Please confirm on in person support, whether its only in HO (bengaluru) or an branches of any state	On-site support resource should be available at the Bank's IT Headquarters or other office locations in Bengaluru as per RFP terms.
51	22	9.2	1. Local support	9.2.The bidder is responsible for providing incident Management for offered solution. Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue.	Please confirm if any ticketing tool to be factored in this project	Bidder's on-site resources will use Bank's ticketing tool.
52	23	9.4	1. Local support	9.4.Support has to cover to solve day-to-day issue while using the proposed solution in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues and any other issues to the Bank as per SOW/SLA at no extra cost.	Please clarify on signature updates	RFP clause itself is self explanatory. Bidder to comply with RFP terms and conditions.
53	23	14	1. Subcontracting	Principle bidder only can participate and bidder should not subcontract to any other company/firm/trust. In case subcontracting is warranted in interest of the project, the selected bidder should take consent of the Bank before undertaking any such agreement	Whether we can outsource resource on vendor payroll after taking consent from bank. If yes then points 14.2, 14.3 14.4 & 14.5 would be null and void.	Bidder has to comply to RFP terms.



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54	49	27.5	1. Responsibilities of the Bidder	27.5.The bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution/service proposed by the bidder. The bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.	Requesting bank to have a mutual consent or agreement with successful bidder on this point	Bidder to comply with RFP terms and conditions
55	67	Annexure 8	A. Board Scope of Work	5.Day 1 requirement on 01/06/2024 will be 67,000 licenses (which includes Profile-1 and Profile-2 and 13,000 Microsoft 365 F1) and the rest will be optional item (13000 licenses) which may be subscribed by the Bank anytime during the contract period	Please clarify on point 1 & point 5 statement as its contradicting with total no of licenses	Total 80,000 licenses Day 1 requirement on 01/06/2024 will be 67,000 licenses (which includes 150 Profile-1 and 66850 Profile-2 and 13,000 Microsoft 365 F1) and the rest will be optional item (13000 licenses)
56	67	Annexure 8	A. Board Scope of Work	8.a. Migrate all existing email data (email of the users, user profiles, archived emails etc.);	Please confirm if user profile & archived emails is part of this project. If yes then please share the archival data size for all users	Yes. Archival data is available on Barracuda at Zimbra SI DC and compressed data size is approximately 25 TB.
57	68	Annexure 8	A. Board Scope of Work	g. Design, develop and implement other Microsoft products/features which may be released by the OEM under the subscribed plans during the course of the contract through skilled resources;	Please clarify	RFP clause itself is self explanatory. Bidder to comply with RFP terms and conditions.
58	68	Annexure 8	A. Board Scope of Work	i. Provide 24x7x365 onsite problem resolution via web, phone and email during the course of the contract through skilled resources;	Please clarify on onsite problem resolution?	RFP clause itself is self explanatory. Bidder to comply with RFP terms and conditions.
59	68	Annexure 8	A. Board Scope of Work	L. Support any changes to architecture, implementation methodology etc based on Bank's requirement without any additional cost;	Once the solution is freeze or agreed between bank & bidder. If any further changes to the scoped activity or architecture would be on additional costing & timelines	Bidder to comply with RFP terms and conditions
60	69	Annexure 8	B. General features of the solution	9.The solution should have inbuilt security mechanism for preventing zero hour threats, remote access threats, targeted and blended attacks including but not limited to, anti-APT solution, denial of services, distributed denial of services, spam, malware, spyware, ransomware, cryptoware, botnets, phishing, spear phishing, whaling, drive by downloads, ghost administrator exploits, identity frauds, memory update frauds, password related frauds, business email compromise (BEC), stealthy attack, etc. covering all e-mail protocols	need more clarification on the ask as all features are not available in the mentioned SKUs in RFP	All features as per the scope of work need to be supported by the Bidder.
61	69	Annexure 8	B. General features of the solution	The bidder to provide confirmation on backup/ high availability/ fallback options for the cloud services	Please clarify	Bidder has to provide OEM confirmation/ certification that backup is available for the cloud component/ solution is configured in HA/ fallback options in case of failure.



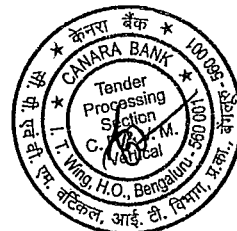
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62	69	Annexure 8	B. General features of the solution	1. Presently, compliance archival data is to be stored for a period of 8 years for all mailboxes and the same should be configurable as per Bank's requirement during the contract period.	Litigation hold option can be achieved for EOP 2 & M365 E3 licenses only	Yes.
63	69	Annexure 8	B. General features of the solution	The solution should be able to log / archive a variety of content for compliance purposes. This content includes meeting attendance and roles, content added/ shared/ deleted, original content files, attachments, and meeting transcripts	please clarify	These requirements refer to Microsoft Teams and related applications.
64	69	Annexure 8	B. General features of the solution	The solution should have the provision to enable/disable access to corporate mailing solutions for users/ user group, from outside the corporate WAN, through internet, mobile data networks etc., The solution should have provision to enable/disable syncing of the corporate mailing solution in mobiles, tablets for user, user groups	This can be achieved only for M365 E3 licenses	Bidder to comply with RFP terms and conditions
65	69	Annexure 8	C. Data migration	2. The bidder must migrate all existing email data for all users i.e. all the mails, calendars, contacts, folders, subfolders contained within a mailbox including encrypted mails as at the time of migration irrespective of number/ age of mails, size of mailbox etc. from Zimbra email solution to the Microsoft 365 cloud services with zero data loss	Encrypted mails will not be migrated as part of the solution. Also please confirm if PST migration is part of the RFP, if yes please share the pst data size	Bidder to comply with RFP terms and conditions. Archival data migration is part of the project. Archival data is available on Barracuda at Zimbra SI DC and compressed data size is approximately 25 TB.
66	70	Annexure 8	C. Data migration	4. Bidder must migrate any other logs, data available on the present on-premises hardware to the new solution	please clarify	O365 logs are being downloaded and maintained on-premises for total of 180 days. In addition, old mail archival data between September 2017 and March 2019 of compressed data size 50TB is maintained in a on premises storage.
67	70	Annexure 8	C. Data migration	8. The bidder should coordinate with the existing email service provider for the migration of existing data on to the solution	Need to have support of bank spoc for coordinating with existing email service provider	It will be bidder's responsibility.
68	73	Annexure 8	F. Reports and user management	2. The bidder should provide customizable reports such as real-time status of users, service health, utilization & usage, email delivery success / failure status report, mails quarantined, suspicious email detection, tickets raised, pending tickets, etc. for Bank's authorized officials	We can extract the reports which ever available in MS admin portal. Also usage report is available prior to 48 hours of any given date	Bidder to comply with RFP terms and conditions
69	73	Annexure 8	F. Reports and user management	4.The solution should maintain and manage the entire logs such as user/admin activity, mail flow etc. with regard to the solution offered to the Bank. The logs shall be maintained for 180 days as per the Bank's log retention policy. If the solution does not support maintenance of logs for mentioned period, the bidder will download and maintain the logs on on-premises servers provided by them. Such downloaded logs should be in readable format and easily retrievable	Assuming this logs is for only user / admin activity & mailflow and not audit logs or other logs	Bidder to comply with RFP terms and conditions
70	74	Annexure 8	A. Board Scope of Work	10.In the event of completion of the contract in normal course or on termination of contract, bidder shall shift the data back to bank's or any of its designated 3rd party on premise/ cloud hosted infrastructure. The bidder should sort out operability issue, if any, for smooth shifting of such data.	Please clarify	RFP clause itself is self explanatory. Bidder to comply with RFP terms and conditions.
71	74	Annexure 8	A. Board Scope of Work	11. The solution should be easily portable and should have the additional feature of interoperability to other service providers.	This is completely dependent on identified OEM	Bidder to comply with RFP terms and conditions
72	76	Annexure 8	A. Board Scope of Work	24.Onsite resources should support for compliance data retrieval from cloud as well as data migrated from existing mailing solution	need more clarity	RFP clause itself is self explanatory. Bidder to comply with RFP terms and conditions.



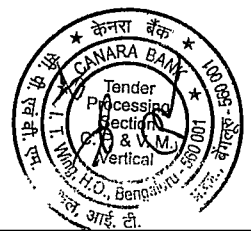
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73	72	Annexure 8	A. Board Scope of Work	The bidder should support all the authentication mechanisms provided by Microsoft 365 solution presently and in the future. Bank reserves the right to switch/choose any other authentication mechanism as desired.	bank on confirm on authentication method	Currently Bank is using ADFS. The bidder should support all the authentication mechanisms provided by Microsoft 365 solution presently and in the future. Bank reserves the right to switch/choose any other authentication mechanism as desired.
74	81	Annexure 9	1) Technical Specification:	xviii) The solution should have ability to automatically assign different licenses procured as part of RFP to users based on their roles/categories/designation.	Manual intervention is required	Bidder to comply with RFP terms and conditions
75	82	Annexure 9	4) Defender for Office:	vii) The solution should provide reports with real-time detections that enable the bidder's on-site support team to investigate and respond to threats efficiently	For investigation Defender of O365 P2 is required	Bidder to comply with RFP terms and conditions
76	82	Annexure 9	6) Conditional access:	ii). This policy should be deployable to all email ids or to specific users and groups	Achievable to only supported licenses	Bidder to comply with RFP terms and conditions
77	15	Section C	1. Project Timelines	1.7. On acceptance of such plan by the Bank, the bidder shall complete the implementation of the project as per below mentioned table. Experienced onsite engineers should be deployed as informed by the Bank for carrying out data migration process and coordinate with the existing bidder/s for smooth migration / transition. The detailed Phase wise timelines as under:	Requesting bank to provide an extension for below 1. 4 weeks for assessment from issue of PO. 2. 14 weeks for delivery, installation & commission of necessary hardware at DC & DR from date of PO. 3. Implementation, integration & hardware & user profile & mailbox migration requires 12-14 weeks from date of installation of hardware. (considering user data of 2GB per user. Timelines may vary based on actual data. 4. Migration of archival data - 18 weeks from date of completion of migration	Bidder to refer Corrigendum-2
78	20	ERABLE AND SERVICE	6.13 Permitted time for delivery (as mentioned on the page no. 64 of RFP)	6.13 Permitted time for delivery (as mentioned on the page no. 64 of RFP) - 24 hours for Promotional / Campaign Emails / Informational Emails	Email delivery is subjected to below factors, * Sender reputation * Target user data quality * Mailer size * Type of communication. Patently would be applicable only if mailer size is less than 100KB, Sender carries good reputation and no throttling from ISP side.	Bidder to comply with RFP terms and conditions
79	59	Annexure-2	Eligibility Criteria	The Bidder should have experience of having managed the solution proposed to the Bank with a minimum of 15,000 mailboxes in a single implementation in any one Scheduled Commercial Banks/PSUs/Government Departments/ Public Sector Enterprises/Corporates in India during the previous 5 financial years. The bidder should submit Purchase Order with proof of completion/ Reference Letter/ Satisfactory Letter from the customer duly mentioning the details of the services.	We request to modify this as - Bidder should submit the authorize letter from bulk email solution OEM that they have experience of managing the bulk mail solution with a minimum of 5,00,000 mails per day in any one Scheduled Commercial Banks/PSUs/Government Departments/ Public Sector Enterprises/Corporates in India during 2020-23.	Bidder to comply with RFP terms and conditions
80	17	ERABLE AND SERVICE	6. Penalties/Liquidated Damages	Non-compliance of the timelines for the activities of Phase-I as per the Table mentioned in Clause No. 1.7, will result in imposing penalty of 0.50% of the total annual cost as per Table-A of Annexure-15 on delay in delivery and implementation per week or part thereof by the Bank.	We request bank to impose penalty if any only on the services component and not on the overall component which include license as well.	Bidder to comply with RFP terms and conditions
81	3	ERABLE AND SERVICE	Security	The selected bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.	Need Clarity if Bank will provide required hardening parameters and Antivirus to be installed on the server	Yes.
82	6	Annexure-8	E. Supply and licensing	The on-premises ADFS setup should be sized to cater to a minimum of 1 Lakh users initially and should be able to cater to needs of the Bank throughout the contract period. The bidder should support for integration of ADFS setup with other applications as and when required by the Bank.	1. Do you have any load balancer configured for ADFS proxy and ADFS? Also we will require 2. Existing hardware sizing details? 3. Existing applications integrated with ADFS. 4. Growth which is expected during the contract period?	Details will be shared with successful bidder.



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83	11	Annexure-8	H. Auditing and compliance	The bidder should provide audit report of the solution before go-live.	Please clarify what is expected in the audit report ?	Details will be shared with successful bidder.
84	11	Annexure-8	H. Auditing and compliance	The solution should be integrated with SIEM, anti-virus, patch management and other security solutions implemented in Security Operation Centre (SOC) such as DLP, data classification tool etc., as per Information security policy of the Bank without any additional cost to the Bank during the contract period. The bidder shall grant full access to the Bank to all security logs.	Please provide details of SIEM, anti-virus, patch management and other security solutions implemented by BANK i.e DLP, data classification tool etc. Microsoft will expose APIs for third party integrations, however there are out of the box integrations available for Microsoft products like Microsoft DLP, Microsoft Defender, Intune , Azure Sentinel etc.	Details will be shared with successful bidder.
85	12	Annexure-8	H. Auditing and compliance	The on-premises assets used for the solution needs to be integrated/updated in Bank's asset management tool (IT Asset Management).	Please provide details of current asset management tool which is used by bank and expected integration	Details will be shared with successful bidder.
86	4	D.2		The proposed enterprise mailing solution should be able to successfully deliver any auto-triggered mails from the Bank's application servers, like day-to-day business alerts, reports, official communications, transactional mails, OTPs, statements, promotional mails etc. to the mailboxes of bank officials and customers	"Statements" Do you mean CASA, Credit Card, Loan statements ? If yes, then please help us to understand total no of product and count of the template for the same. We would require details understanding on the same	Details will be shared with successful bidder.
87	4	D.3		The solution should support minimum 15 Lacs promotional and transactional mails per day individually at DC and DR from the on-premises setup. The volume mentioned is indicative. It may increase or decrease based on actual requirement during the contract period.	Could you please share total no of template that you want to consider for transactional / promotional emails, alerts OTP, etc	Details will be shared with successful bidder.
88	5	D.18		The solution should support separate unsubscribe options for both promotional and transactional emails. The solution should have option to suppress individual application triggered emails separately.	Do you want to consider AMP email format, where customer can unsubscribe such promotional / transactional email ?	RFP clause itself is self explanatory. Bidder to comply with RFP terms and conditions
89	6	D.26		bidder needs to send the same to the customers through their email delivery system and furnish a report on the status of delivery to the Bank. Bidder must maintain security/confidentiality of the content & data of the customers. The application should also support for sending bilingual/multilingual emails.	How many language that you want to consider apart from English ?	Subject to variation as per business requirement.
90	3	Scope of Work	B. General features of the solution Point no. 11	Design custom home page for the Bank mail	Please elaborate if this requirement refers to analytics dashboard? What all KPIs and features will be required?	Bidder has to design custom home page for email solution only
91	5	Scope of Work	C. Data migration Point no. 2	The bidder must migrate all existing email data for all users i.e. all the mails, calendars, contacts, folders, subfolders contained within a mailbox including encrypted mails as at the time of migration irrespective of number/ age of mails, size of mailbox etc. from Zimbra email solution to the Microsoft 365 cloud services with zero data loss.	Please provide the format in which the existing data is stored? Also, is there a preferred way(Integration method) that the Bank's intends to migrate the data	Details will be shared with successful bidder.
92	59	*Annexure 2	Pre-Qualification Criteria	7. Bidder should be the Original Equipment Manufacturer (OEM)/ Original Software Owner (OSO)/ Original Software Developer (OSD) of Solution. (OR) An Enterprise Agreement partner of the OEM of the proposed Solution	We request you to please allow CSP Tier-1 and Gold Partners to participate in this tender under Multi-tiering process of Microsoft with LSP. Please open the tender for CSP partners to get better rates as it's limiting the bid to only 7LSPs of Microsoft and not giving the chance to bid provide better rates under multi-tiering program. Other PSUs / Central Govt/ State Govt have executed the same orders of EA for 4 years under multi-tiering program with CSPs of orders above INR 20CR. Awaiting for the positive response and corrigendum with updation in clause as per below "Bidder has to be a Microsoft authorized LSP / CSP Tier-1 Gold partner".	Bidder to comply with RFP terms and conditions



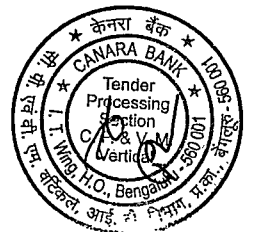
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93	59	Annexure 2	Pre-Qualification Criteria	8. The Bidder should have experience of having managed the solution proposed to the Bank with a minimum of 15,000 mailboxes in a single implementation in any one Scheduled Commercial Banks/PSUs/Government Departments/ Public Sector Enterprises/Corporates in India during the previous 5 financial years.	As per Public Procurement Policy and StartUp India Act, bidders registered under MSME/NSIC/Startup are exempted. We request department to give exemption to MSME/NSIC/Startup registered bidders for Experience Part.	As per Public Procurement Policy and StartUp India Act, bidders registered under MSME/NSIC/Startup are exempted for no. of years of experience and Turn Over. Bidder to comply with RFP terms and conditions
94	60	Annexure 2	Pre-Qualification Criteria	9. The Bidder/ OEM should have experience of having managed the Bulk mail Solution to the Bank with a minimum of 5,00,000 mails per day in a single implementation in any one Scheduled Commercial Banks/PSUs/Government Departments/ Public Sector Enterprises/Corporates in India during the immediate preceding 3 years (2020-21, 2021-22 & 2022-23).	As per Public Procurement Policy and StartUp India Act, bidders registered under MSME/NSIC/Startup are exempted. We request department to give exemption to MSME/NSIC/Startup registered bidders for Experience Part.	As per Public Procurement Policy and StartUp India Act, bidders registered under MSME/NSIC/Startup are exempted for no. of years of experience and Turn Over. Bidder to comply with RFP terms and conditions
95	60	Annexure 2	Pre-Qualification Criteria	10. The bidder should have a minimum annual turnover of Rs.50 Crores during last 3 financial years (i.e., 2020-21, 2021-22 & 2022-23) from Indian operations. This must be the individual company turnover and not of any group of companies.	As per Public Procurement Policy and StartUp India Act, bidders registered under MSME/NSIC/Startup are exempted. We request department to give exemption to MSME/NSIC/Startup registered bidders for Turnover part.	As per Public Procurement Policy and StartUp India Act, bidders registered under MSME/NSIC/Startup are exempted for no. of years of experience and Turn Over. Bidder to comply with RFP terms and conditions
96	67	Annexure-8	A. Broad Scope of work	b. Migrate all existing email data (email of the users, user profiles, archived emails etc.);	Are Zimbra users having data in Zimbra briefcase which needs to be migrated. If yes, how much data is there?	Zimbra users do not have any data in briefcase.
97	67	Annexure-8	A. Broad Scope of work	b. Migrate all existing email data (email of the users, user profiles, archived emails etc.);	Any other data other than Mailbox & Briefcase data, to be migrated like Shared mailboxes, calendars, etc. Confirm where are the email attachments stored in Zimbra mail and how are these attachments referenced within the mail. Is it through a storage link in Zimbra briefcase (similar to onedrive).	Bidder has to migrate all mailboxes including attachments, contacts and calendars along with archival data. Attachments will be in the email itself.
98	67	Annexure-8	A. Broad Scope of work	b. Migrate all existing email data (email of the users, user profiles, archived emails etc.);	Share details of how currently archival mailbox data is being stored and how much archival data is there currently for all end users.	Archival data is available on Barracuda at Zimbra SI DC and compressed data size is approximately 25 TB
99	67	Annexure-8	A. Broad Scope of work	b. Migrate all existing email data (email of the users, user profiles, archived emails etc.);	How are currently archived emails getting retrieved for Syndicate bank users? Are users accessing them directly?	Active users can directly login to archive. For inactive users pst extraction is done from Barracuda.
100	67	Annexure-8	A. Broad Scope of work	e. Hardware provided in DR should be an exact replica of DC. UAT test tenant should be available on M365 cloud.	Need for a separate UAT test tenant is needed? IS UAT test needed for other services or is it only for Conditional access testing? Please confirm	UAT test tenant is required for any testing related to the procured licenses.
101	69	Annexure-8	C. Data migration	2.The bidder must migrate all existing email data for all users i.e. all the mails, calendars, contacts, folders, subfolders contained within a mailbox including encrypted mails as at the time of migration Irrespective of number/ age of mails, size of mailbox etc. from Zimbra email solution to the Microsoft 365 cloud services with zero data loss.	Encrypted emails may not be possible to be migrated. In Zimbra admin controls, is there any possibility for admin to decrypt all these mails before migration. Are there any shared calendars?	Bidder to comply with RFP terms and conditions
102	69	Annexure-8	C. Data migration	2.The bidder must migrate all existing email data for all users i.e. all the mails, calendars, contacts, folders, subfolders contained within a mailbox including encrypted mails as at the time of migration Irrespective of number/ age of mails, size of mailbox etc. from Zimbra email solution to the Microsoft 365 cloud services with zero data loss.	What is compressed archival storage size? What is the uncompressed storage size for archived mails? What is the format of Archived mails and how is it being retrieved by users? Is it possible to retrieve these archived mails for all users in the form of PST? Explain the step by step process of current archival storage and retrieval.	Archival data is available on Barracuda at Zimbra SI DC and compressed data size is approximately 25 TB. Uncompressed file size cannot be estimated before migration. Currently live users can directly login to archive to access mails. Whereas for deleted users admin can perform pst extraction.
103	69	Annexure-8	C. Data migration	2.The bidder must migrate all existing email data for all users i.e. all the mails, calendars, contacts, folders, subfolders contained within a mailbox including encrypted mails as at the time of migration Irrespective of number/ age of mails, size of mailbox etc. from Zimbra email solution to the Microsoft 365 cloud services with zero data loss.	Migrating inactive mailboxes from current archival for the users who have left the organization to Exchange archival. Is this expectation correct? How many such users would be there?	Yes. Inactive mailboxes in current archival need to be migrated to O365 archival, Count of such users will be shared with successful bidder.
104	67	Annexure-8	A. Broad Scope of work	1. Any decrease in the number of licenses will be Intimated through true-up process every year.	License decrease May not be possible	Bidder to comply with RFP terms and conditions
105	68	Annexure-8	A. Broad Scope of work	o. The successful bidder shall ensure that the solution is configured optimally for network bandwidth utilization	Please advise the current Bandwidth	Details will be shared with successful bidder.
106	72	Annexure-8	D.Bulk Email Migration	27. The solution should have API, on-premises SMTP and SMTPs facility to deliver emails triggered from application servers.	Do you have on-prem SMTP that is integrated with App server, if yes, required those details.	Yes, currently on-premises SMTP is present in OPEX model. Bidder has to provide these facilities on OPEX model.



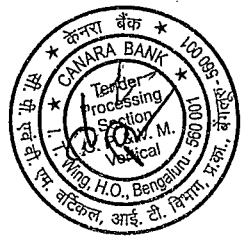
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107	72	Annexure-8	E. Supply and licensing	3. The on-premises ADFS setup should be sized to cater to a minimum of 1 Lakh users initially and should be able to cater to needs of the Bank throughout the contract period. The bidder should support for integration of ADFS setup with other applications as and when required by the Bank.	Requesting bank to ADFS server details and current infra HLD to analyse before implementation to plan	Details will be shared with successful bidder.
108	74	Annexure-8	F. Reports and user management	6. Training: Bidder has to provide hands on OEM training, to identified Bank officials which should cover in-depth operational and troubleshooting features of the solution at no additional cost. The training should be held in Bengaluru. Bidder has to provide user manual and technical documentation both in hard and soft copies to the Bank.	Training by OEM or by the Bidder and help us with the training Agenda upfront	RFP term stands. Training details will be shared with the successful bidder.
109	72	Annexure-8	E. Supply and licensing	6. The different profile of users to be supported and configured in the Microsoft 365 Cloud Services, requiring various capabilities are given below: profile 2 eop2- defender P2- F1-- 13000	Office 2016 desktop client required for Profile 2	Bidder should implement and provide support for all features of the subscribed licenses as provided by the OEM, in addition to those mentioned in the RFP.
110		Annexure-8	H.Auditing and compliance	The solution should be integrated with SIEM, anti-virus, patch management and other security solutions implemented in Security Operation Centre (SOC) such as DLP, data classification tool etc., as per Information security policy of the Bank without any additional cost to the Bank during the contract period. The bidder shall grant full access to the Bank to all security logs	What antivirus? current Patch management solution and whose responsibility to be the end user activity	Details will be shared with successful bidder.
111	19	6.Penalties/Liquidated Damages	6.13.Permitted time for delivery (as mentioned on the page no. 64 of RFP) - 24 hours for Promotional / Campaign Emails / Informational Emails: -	Sl. No, Number of emails (as per the Scope of Work), Penalty 1.0-10001 % of cost of the bulk mails sent per quarter as per Table B of Annexure-15 2.1001-100005 % of cost of the bulk mails sent per quarter as per Table B of Annexure-15 3.10001 and above 20 % of cost of the bulk mails sent per quarter as per Table B of Annexure-15	Email delivery is subjected to below factors, a) Sender reputation b) Target user data quality c) Mailer size d) Type of communication Penalty would be applicable only if mailer size is less than 100KB, Sender carries good reputation and no throttling from ISP side.	Bidder to comply with RFP terms and conditions
112	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.7.2/PHASE-I/Delivery, Installation and commissioning of necessary hardware components at DC and DR Locations for on-premises hardware set up.	6 weeks from the date of acceptance of purchase order.	Considering the limited delivery time, please allow a relaxation for Hardware delivery, set at 11 weeks from the date of issuing the PO or 10 weeks from the date of acceptance of the PO	Bidder to refer Corrigendum-2
113	21	7. Payment Terms	7.2.3/ One time implementation cost	70% - On successful completion of activities mentioned under Phase-I and on submission of Invoice and Acceptance/Sign off by the Bank on production of relevant documents. 30% - On successful completion of activities mentioned under Phase-II and on submission of Invoice and Acceptance/Sign off by the Bank on production of relevant documents.	Please considering the relaxation for the payment terms as 90% - On successful completion of activities mentioned under Phase-I and on submission of Invoice and Acceptance/Sign off by the Bank on production of relevant documents. 10% - On successful completion of activities mentioned under Phase-II and on submission of Invoice and Acceptance/Sign off by the Bank on production of relevant documents.	Bidder to comply with RFP terms and conditions
114	77	28.Qualification & Experience of Personnel Deputed for Onsite Support:	H.Auditing and compliance	8.The bidder will provide declaration/certification from the OEM for having tested DR/ HA between DC and DR in cloud infrastructure.	Please clarify on whether this declaration has to be from the Bulk Email OEM or Hardware OEM?	Declaration has to be from Microsoft/Bulk e-Mail OEM
115	74	Annexure-8	G.Onsite support services:	3.L2 resources should be available on rotation on 24*7*365 basis.	Kindly clarify whether we have to maintain 3 L2 resources for 24*7*365 or we need to manage it with a total of 3 L2 resource	At any given time minimum one L2 resource should be available
116	17,18	6.Penalties/Liquidated Damages	1.1.Penalties/Liquidated damages for delay in activities mentioned for Phase-II as per the Table mentioned in Clause No. 1.7 would be as under:	Non-compliance of the timelines for the activities of Phase-II as per the Table mentioned in Clause No. 1.7, will result in imposing penalty of 0.50% of the total cost mentioned in Sl. No. 2 of Table-C i.e. Migration cost on delay in implementation per week or part thereof by the Bank.	Please consider removing the LD on archival data migration	Bidder to comply with RFP terms and conditions



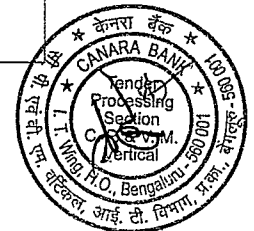
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Sl. No	Page No.	Section/Annexure/Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Response
117	14, 15	SECTION C / 1.Project Timelines	1.7/3. Implementation, integration of on-premises hardware, software etc. Implementation of bulk mailing solution. Migration of user profiles and mailbox data.	10 weeks from the date of acceptance of purchase order.	Please consider that the Implementation timeline should be 8 weeks post hardware delivery.	Bidder to refer Corrigendum-2
118	2	Annexure-8	A. Broad Scope of work	e. Hardware provided in DR should be an exact replica of DC. UAT test tenant should be available on M365 cloud.	Need for a separate UAT test tenant is needed? IS UAT test needed for other services or is it only for Conditional access testing? Please confirm Please specify the required quantity (and profile) on licenses UAT test tenant ?	UAT test tenant is required for any testing related to the procured licenses. Adequate number of licenses to be provided in the UAT test tenant.
119	3	Annexure-8	B. General features of the solution	Bidder shall use the Bank's backup solution to perform backup of on-premises servers.	Give details of Bank's backup solution.	Details will be shared with successful bidder.
120	1	Annexure-8	B. General features of the solution	The bidder must migrate all existing email data for all users i.e. all the mails, calendars, contacts, folders, subfolders contained within a mailbox including encrypted mails as at the time of migration Irrespective of number/ age of mails, size of mailbox etc. from Zimbra email solution to the Microsoft 365 cloud services with zero data loss.	1. Are Zimbra users having data in Zimbra briefcase which needs to be migrated. If yes, how much data is there? 2. What version of Zimbra is in use as this has dependency on migration tool? 3. Any other data other than Mailbox & Briefcase data, to be migrated like Shared mailboxes, calendars, etc. Confirm where are the email attachments stored in Zimbra mail and how are these attachments referenced within the mail. Is it through a storage link in Zimbra briefcase (similar to onedrive). 4. Share details of how currently archival mailbox data is being stored and how much archival data is there currently for all end users. 5. What is the primary mailbox data on Zimbra for all end users put together? 6. How are currently archived emails getting retrieved for Syndicate bank users? Are users accessing them directly? 7. Total uncompressed archive data to be migrated from Zimbra to O365? 8. Is there any limitations on the bandwidth and server performance throttling on Zimbra ?	1. Zimbra users do not have any data in briefcase. 2. Version 9 3. Bidder has to migrate all mailboxes including attachments, contacts and calendars along with archival data. 4. Archival data is available on Barracuda at Zimbra SI DC and compressed data size is approximately 25 TB. 5. Presently primary mailbox data is approximately 30 TB. 6. For all deleted users, archived mailbox data is retrieved as pst file from Barracuda. 7. Uncompressed file size cannot be estimated before migration. 8. There are no bandwidth throttling at Zimbra SI datacenter. Successful bidder will co-ordinate with Zimbra SI to plan and complete the migration within timelines specified in the RFP.
121	4	Annexure-8	C. Data migration	The bidder must migrate all existing email data for all users i.e. all the mails, calendars, contacts, folders, subfolders contained within a mailbox including encrypted mails as at the time of migration Irrespective of number/ age of mails, size of mailbox etc. from Zimbra email solution to the Microsoft 365 cloud services with zero data loss.	Encrypted emails may not be possible to be migrated. In Zimbra admin controls, is there any possibility for admin to decrypt all these mails before migration. Are there any shared calendars? Is there enough outbound pipe available in the dc where Zimbra mailboxes are stored, to support timelines of migration. What is compressed archival storage size? What is the uncompressed storage size for archived mails? What is the format of Archived mails and how is it being retrieved by users? Is it possible to retrieve these archived mails for all users in the form of PST? Explain the step by step process of current archival storage and retrieval. Migrating inactive mailboxes from current archival for the users who have left the organization to Exchange archival. Is this expectation correct? How many such users would be there? How are Zimbra email users getting authenticated? Is it using AD or local authentication? What is the total primary mailbox sizes for all Zimbra mailboxes that needs to be migrated?	Bidder has to comply to RFP terms. There are no bandwidth throttling at Zimbra SI datacenter. Successful bidder will co-ordinate with Zimbra SI to plan and complete the migration within timelines specified in the RFP. Archival data is available on Barracuda at Zimbra SI DC and compressed data size is approximately 25 TB. Uncompressed file size cannot be estimated before migration. Currently live users can directly login to archive to access mails. Whereas for deleted users admin can perform pst extraction. Yes. Inactive mailboxes in current archival need to be migrated to O365 archival. Count of such users will be shared with successful bidder. Local authentication setup provided by Zimbra SI Presently primary mailbox data is approximately 30 TB.



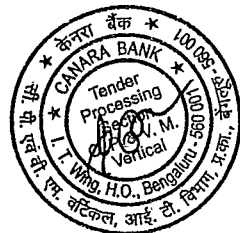
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Sl. No	Page No.	Section/Annexure/ Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Response
122	4	Annexure-8	B. General features of the solution	Bidder must migrate any other logs, data available on the present on-premises hardware to the new solution.	What are the logs that are getting stored on premises? List all the logs referred here. Please remove this clause as only mailbox data can be migrated to Exchange Online.	O365 logs are being downloaded and maintained on-premises for total of 180 days. In addition, old mail archival data between September 2017 and March 2019 of compressed data size 50TB is maintained in a on premises storage. Bidder has to comply to RFP terms
123	6	Annexure-8	E. Supply and licensing	The on-premises ADFS setup should be sized to cater to a minimum of 1 Lakh users initially and should be able to cater to needs of the Bank throughout the contract period. The bidder should support for integration of ADFS setup with other applications as and when required by the Bank.	Please confirm if you have any load balancer configured for ADFS proxy and ADFS? Please provide existing hardware sizing details? Give details of existing applications integrated with ADFS and expected growth during the contract period?	Details will be shared with successful bidder.
124	11	Annexure-8	H. Auditing and compliance	The bidder should provide audit report of the solution before go-live.	Please clarify what is expected in the audit report?	Details will be shared with successful bidder.
125	11	Annexure-8	H. Auditing and compliance	The solution should be integrated with SIEM, anti-virus; patch management and other security solutions implemented in Security Operation Centre (SOC) such as DLP, data classification tool etc., as per Information security policy of the Bank without any additional cost to the Bank during the contract period. The bidder shall grant full access to the Bank to all security logs.	Please provide details of SIEM, anti-virus, patch management and other security solutions implemented by BANK i.e DLP, data classification tool etc. Microsoft will expose API's for third party integrations, however there are out of the box integrations available for Microsoft products like Microsoft DLP, Microsoft Defender, Intune, Azure Sentinel etc. Request to check and rephrase this clause	Details will be shared with successful bidder.
126	12	Annexure-8	H. Auditing and compliance	The on-premises assets used for the solution needs to be integrated/updated in Bank's asset management tool (IT Asset Management).	Please provide details of asser management tool and expected integration	Details will be shared with successful bidder.
127	2	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Project Timelines	Delivery, installation and commissioning of necessary hardware components at DC and DR Locations for on-premises hardware set up (6 weeks from the date of acceptance of purchase order.)	Please amend it to 12 weeks from the date of acceptance of purchase order	Bidder to refer Corrigendum-2
128	3	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Security	The selected bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.	Please clarify if Bank will provide required hardening parameters and Antivirus be installed on the server	Yes.
129	17	6. Penalties/Liquidated Damages	6.1. Penalties/Liquidated damages for delay in activities mentioned for Phase-I as per the Table mentioned in Clause No. 1.7 would be as under:	Non-compliance of the timelines for the activities of Phase-I as per the Table mentioned in Clause No. 1.7, will result in imposing penalty of 0.50% of the total annual cost as per Table-A of Annexure-15 on delay in delivery and implementation per week or part thereof by the Bank.	Request you to reduce the penalty clause % to 0.1% of the annual cost since it's a high value contract	Bidder to comply with RFP terms and conditions
130	17	6. Penalties/Liquidated Damages	6.3. Penalties/Liquidated damages for delay in activities mentioned for Phase-II as per the Table mentioned in Clause No. 1.7 would be as under:	Non-compliance of the timelines for the activities of Phase-II as per the Table mentioned in Clause No. 1.7, will result in imposing penalty of 0.50% of the total cost mentioned in Sl. No. 2 of Table-C i.e. Migration cost on delay in implementation per week or part thereof by the Bank.	Request you to remove the penalty clause for this section, since migration activity involves complexity and duration of the migration depends on the size and type of the data to be migrated	Bidder to comply with RFP terms and conditions
131	17	6. Penalties/Liquidated Damages	6.5. Penalties/Liquidated damages for Onsite resources:	The Bank shall also impose a penalty of 0.5% of the quarterly resource cost for the respective resident resource for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% on the quarterly Resident resource charges payable to the selected bidder.	Request you to reduce the penalty clause % to 0.10% of the quarterly resource cost and total penalty to limit up to 10% on the quarterly Resident resource charges payable to the selected bidder	Bidder to comply with RFP terms and conditions
132	20	Point No 6	Penalties/Liquidated Damages	Permitted time for delivery (as mentioned on the page no. 64 of RFP) - 24 hours for Promotional / Campaign Emails / Informational Emails: - • Email delivery is subjected to below factors, • Sender reputation • Target user data quality • Mailer size • Type of communication -- Patently would be applicable only if mailer size is less than 100KB, Sender carries good reputation and no throttling from ISP side.	Page no 20 - 6.13 Permitted time for delivery (as mentioned on the page no. 64 of RFP) - 24 hours for Promotional / Campaign Emails / Informational Emails: - • Email delivery is subjected to below factors, • Sender reputation • Target user data quality • Mailer size • Type of communication -- Patently would be applicable only if mailer size is less than 100KB, Sender carries good reputation and no throttling from ISP side.	Bidder to comply with RFP terms and conditions



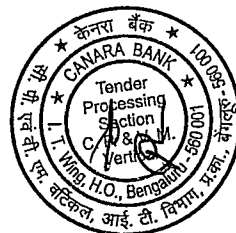
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Sl. No	Page No.	Section/Annexure/ Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Response
133	4	Annexure 8 - Section D - Bulk Mailing Solution	Clause 4	Cloud based delivery setup should be highly scalable and there should be no cap on daily number of mails triggered directly from cloud	Scalability limit should be mentioned. e.g. upto 1 Crore emails per day	Bidder to comply with RFP terms and conditions
134	6	Annexure 8 - Section D - Bulk Mailing Solution	Clause 28	The onsite support resources of the bidder should support and coordinate for all the bulk email services also, but not limited to, as mentioned in the scope.	Support should be limited to Bulk Email solution as mentioned in the scope	Bidder to comply with RFP terms and conditions
135	23	Section C - Deliverables and Serviced Level Agreements	Clause 6: Penalties / Liquidated Damages	Clause 6: Penalties / Liquidated Damages	<p>We propose to replace the existing clause following before Clause 6.15: "Bidder's sole liability and Bank's sole remedy for damages arising out of or relating to any act or omission relating to the furnishing of or the failure to furnish services (including but not limited to mistakes, omissions, interruptions, failure to transmit or establish connections, failure to satisfy service levels or specifications, delays, errors or other defects) is limited to any applicable credit allowances due and/or Bank's right to terminate a particular service under the applicable service level guarantee or any relevant service schedule(s)."</p> <p>We propose to add the following before Clause 6.19: "Subject to clause 14.5, any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill."</p>	Bidder to comply with RFP terms and conditions
136	29	Section C - Deliverables and Serviced Level Agreements	Clause 13: Defect Liability	In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the warranty period of the contract, the selected Bidder shall forthwith replace/make good such defective supplies <u>at no extra cost to the bank without prejudice to other remedies</u> as may be available to the bank as per RFP terms.	<p>We propose to add the following before this Clause: "Subject to clause 14.5"</p>	Bidder to comply with RFP terms and conditions
137	19	Section C - Deliverables and Serviced Level Agreements	Clause 15: Right to Audit	Section C - Deliverables and Serviced Level Agreements	<p>We propose the following to be accommodated: "Bank to give prior 30 days written notice before conducting any such Audit. Any such inspection shall be for the books and account in relation to the RFP only. Auditors have to be verified by Bank and audit shall be conducted by approved in compliance with applicable laws. Remote hands fees are applicable if audits are carried out for more than 4 hours a day. Any audit conducted by or on behalf of the Bank pursuant to this section, shall be conducted with the utmost integrity, employing an acceptable level of skill and technical knowledge. Bank shall, and shall cause its auditor to, (i) comply with any rules or requirements of Bidder governing access to an audited Bidder facility (including any security or safety rules); (ii) take all necessary care to avoid loss or damage to Bidder property; and (iii) prevent unnecessary and excessive consumption of Bidder personnel resources. Bank shall also indemnify, defend and hold Bidder harmless from any and all costs or expenses arising from any breach. Scripts shall not be allowed to run on shared infrastructure."</p>	Bidder to comply with RFP terms and conditions



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138	45	Section F - Ownership and Awarding of Contract	Clause 12 - Order Cancellation /Termination of Contract	<p>12.2.The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:</p> <p>12.2.1.Non submission of acceptance of order within 7 days of order.</p> <p>12.2.2.Excessive delay in execution of order placed by the Bank.</p> <p>12.2.3.The selected bidder commits a breach of any of the terms and conditions of the bid.</p> <p>12.2.4.The bidder goes in to liquidation voluntarily or otherwise.</p> <p>12.2.5.An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.</p> <p>12.2.6.The progress made by the selected bidder is found to be unsatisfactory.</p> <p>12.2.7.If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.</p> <p>12.2.8.If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period.</p>	<p>We propose this clause to be made mutual as below:</p> <p>"12. Each Party reserves the right to suspend/terminate the contract placed on the selected bidder and recover expenditure on the following circumstances:</p> <p>12.1.1Non submission of acceptance of order within 7 days of order.</p> <p>12.1.2the defaulting party breaches a material provision of this Agreement or the applicable PO and the defaulting party fails to cure such breach within thirty (30) days after receipt of written notice of breach from the non-defaulting Party</p> <p>12.1.3any bankruptcy, insolvency, administration, liquidation, receivership or winding up proceeding commenced voluntarily or otherwise.</p> <p>12.1.4If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.</p> <p>12.1.5Bank fails to make a payment when due and Bank fails to cure such breach within fifteen (15) days after receipt of written notice from selected bidder.</p> <p>12.1.6Bank or any end user has violated any law, rule, regulation or policy of any Governmental Dept. related to the Services or Bank's or an end user's use.</p> <p>12.1.7Selected bidder receives any direction, notification or instruction from any Governmental Dept. to suspend or terminate the provision of Services to Bank."</p>	Bidder to comply with RFP terms and conditions
139	46	Section F - Ownership and Awarding of Contract	Clause 12 - Order Cancellation /Termination of Contract	12.3.Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.	<p>We propose to add the following after this clause:</p> <p>"Bank shall pay all the applicable early termination fees incurred due to such termination"</p>	Bidder to comply with RFP terms and conditions
140	47	Section G - General Conditions	2.Roles & Responsibility during Project Implementation	<p>2.1.All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during contract period shall be provided by the selected bidder at no extra cost to the Bank for completing the scope of work as per this RFP.</p> <p>2.2.The selected bidder shall take all steps to ensure safety of bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.</p>	We request the word "consequences" to be replaced with "damages"	Bidder to comply with RFP terms and conditions
141	49	Section G - General Conditions	Clause 7 - Negligence	In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, <u>the Bank may make good the failure at the risk and cost of the selected bidder.</u>	<p>We propose to add the following:</p> <p>"i)The maximum aggregate liability of Bidder, with respect to all claims including indemnity claims under the RFP, shall in no event exceeds, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO giving rise to the liability.</p> <p>ii) Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue."</p>	Bidder to comply with RFP terms and conditions
142	49	Section G - General Conditions	8.Assignment	8.Assignment	<p>We request Bank to add the following:</p> <p>"except, however, that either Party may assign this Agreement and/or a Purchase Order to an Affiliate or as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets by providing advance written notice to the other Party of any such proposed assignment. Any such assignment by Bank shall be conditioned on a determination by Bidder that the assignee is at least as creditworthy as Bank. Any purported assignment in contravention of this clause shall be invalid and the assigning Party shall remain bound. This Agreement and/or the relevant Purchase Order will bind and inure to the benefit of each Party and each Party's successors and permitted assigns. "</p>	Bidder to comply with RFP terms and conditions
143	49	Section G - General Conditions	9.Publicity	9.Publicity	We propose to make this clause mutual	Bidder to comply with RFP terms and conditions



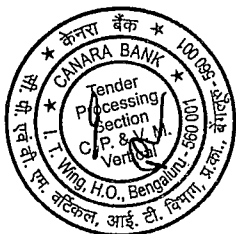


Sl. No	Page No.	Section/Annexure/Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Response
144	50	Section G - General Conditions	10. Insurance	<p>The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/go down to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/go down to the location and such insurance cover should be available till installation of the Solution. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Solution.</p>	<p>We propose to replace the existing clause with the following:</p> <p>" Each Party shall keep in full force and effect during each Service Term insurance cover which is no less than that required by applicable law and is customary in accordance with best industry standards. If requested in writing by the other Party, a Party will provide certificates of insurance evidencing its insurance coverage."</p>	<p>Bidder to comply with RFP terms and conditions</p>
145	50	Section G - General Conditions	Clause - 12 - Intellectual Property Rights	<p>12.2. In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure claim of violation or infringement of a third party's intellectual property rights; bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement; or [c] if the modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse Bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution/service</p>	<p>We request that the Bank to restrict the indemnity as follows:</p> <p>12.2 For claims towards IPR, bidder may at its sole discretion, (i) obtain for Bank 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, (iv) if the above mentioned alternatives are not available, bidder may so notify Bank and terminate such infringing Services without penalty to either Party. Notwithstanding anything in the agreement to the contrary, this is the sole remedy for any intellectual property infringement claims that can be provided by bidder to Bank.</p> <p>12.3 The maximum aggregate liability of bidder, with respect to all indemnity claims under the RFP including intellectual property claims, shall in no event exceed, the most recent twelve (12) months of charges collected by bidder pursuant to the applicable PO giving rise to the liability. 12.4 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue."</p>	<p>Bidder to comply with RFP terms and conditions</p>
146	51	Section G - General Conditions	Clause 13 - Confidentiality and Non-Disclosure	<p>13.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-10.</p> <p>13.2. No media releases/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.</p>	<p>This clause has to be mutual and applicable for both Parties</p>	<p>Bidder to comply with RFP terms and conditions</p>
147	55	Section G - General Conditions	23 - Indemnity	<p>23.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>23.1.1, The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</p> <p>23.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</p> <p>23.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the BIDDER/VENDOR/ SERVICE PROVIDER.</p>	<p>We request this clause to be replaced with the following:</p> <p>1. Each Party shall indemnify the other from and against any claims (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. Bank shall also indemnify, defend and hold bidder harmless from any and all claims (including claims by any governmental authority seeking to impose penal or criminal sanctions) (i) relating to Bank's or its end users' use of the Services; and/or (ii) claims arising from Bank's violation of any applicable law.</p> <p>ii. The maximum aggregate liability of bidder, with respect to all indemnity claims under the RFP including intellectual property claims, shall in no event exceed, the most recent twelve (12) months of charges collected by bidder pursuant to the applicable PO giving rise to the liability. iii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue."</p>	<p>Bidder to comply with RFP terms and conditions</p>

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Sl. No	Page No.	Section/Annexure/Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Response
148	55	Section G - General Conditions	Clause 23.2 - Indemnity	23.2.The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution/Service supplied by them.	We request that the Bank to restrict the Indemnity as follows: " 23.2 The maximum aggregate liability of Bidder, with respect to all indemnity claims under the RFP including intellectual property claims, shall in no event exceeds, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO giving rise to the liability. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue."	Bidder to comply with RFP terms and conditions
149	55	Section G - General Conditions	Clause 23.3 - Indemnity	23.3.All Employees engaged by the BIDDER/VENDOR/ SERVICE PROVIDER shall be in sole employment of the BIDDER/VENDOR/ SERVICE PROVIDER and the BIDDER/VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the BIDDER/VENDOR/ SERVICE PROVIDER.	We request that the Bank to restrict the Indemnity as follows: " 23.3 The maximum aggregate liability of Bidder, with respect to all indemnity claims under the RFP including intellectual property claims, shall in no event exceeds, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO giving rise to the liability. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue."	Bidder to comply with RFP terms and conditions
150	55	Section G - General Conditions	Clause 23.5 - Indemnity	23.5.BIDDER/VENDOR/ SERVICE PROVIDER aggregate liability shall be subject to an overall limit of the total Cost of the project.	We request that the Bank to restrict the Indemnity as follows: " 23.5 The maximum aggregate liability of Bidder, with respect to all indemnity claims under the RFP including intellectual property claims, shall in no event exceeds, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO giving rise to the liability. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue."	Bidder to comply with RFP terms and conditions
151	55	Section G - General Conditions	Clause 23.6 - Indemnity	23.6.The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.	We request that the Bank to restrict the Indemnity as follows: " 23.6 The maximum aggregate liability of Bidder, with respect to all indemnity claims under the RFP including intellectual property claims, shall in no event exceeds, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO giving rise to the liability. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue."	Bidder to comply with RFP terms and conditions
152	122	Appendix F - Pre Contract Integrity Pact	Clause 9 - Independent External Monitors	9.6.The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant -the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors() with confidentiality.	We suggest that a prior 30 days written notice before conducting any such Audit. Any such inspection shall be for the books and account in relation to the RFP only. Auditors have to be verified by Bank and audit shall be conducted by approved in compliance with applicable laws. Remote hands fees are applicable if audits are carried out for more than 4 hours a day. Any audit conducted by or on behalf of the Bank pursuant to this section, shall be conducted with the utmost integrity, employing an acceptable level of skill and technical knowledge. Bank shall, and shall cause its auditor to, (i) comply with any rules or requirements of Bidder governing access to an audited Bidder facility (including any security or safety rules); (ii) take all necessary care to avoid loss or damage to Bidder property; and (iii) prevent unnecessary and excessive consumption of Bidder personnel resources. Bank shall also indemnify, defend and hold Bidder harmless from any and all costs or expenses arising from any breach. Scripts shall not be allowed to run on shared Infrastructure	Bidder to comply with RFP terms and conditions
153	127	Appendix G - Draft Contract Agreement	Clause 7 - Assignment	7.1.VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the BANK's prior written consent. 7.2.If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.	We request Bank to add the following: "except, however, that either Party may assign this Agreement and/or a Purchase Order to an Affiliate or as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets by providing advance written notice to the other Party of any such proposed assignment. Any such assignment by Bank shall be conditioned on a determination by Bidder that the assignee is at least as creditworthy as Bank. Any purported assignment in contravention of this clause shall be invalid and the assigning Party shall remain bound. This Agreement and/or the relevant Purchase Order will bind and inure to the benefit of each Party and each Party's successors and permitted assigns. "	Bidder to comply with RFP terms and conditions



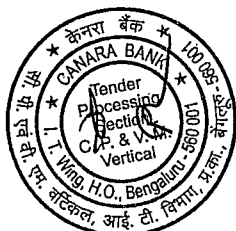
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154	128	Appendix G - Draft Contract Agreement	Clause 10 - ORDER CANCELLATION/TERMINATION OF CONTRACT	ORDER CANCELLATION/TERMINATION OF CONTRACT	<p>We propose this clause to be made mutual as below:</p> <p>"10.Each Party reserves the right to suspend/terminate the contract placed on the selected bidder and recover expenditure on the following circumstances: 10.1Non submission of acceptance of order within 7 days of order. 10.2the defaulting party breaches a material provision of this Agreement or the applicable PO and the defaulting party fails to cure such breach within thirty (30) days after receipt of written notice of breach from the non-defaulting Party 10.3any bankruptcy, insolvency, administration, liquidation, receivership or winding up proceeding commenced voluntarily or otherwise. 10.4If deductions on account of liquidated Damages exceeds more than 10% of the total contract price. 10.5Bank fails to make a payment when due and Bank fails to cure such breach within fifteen (15) days after receipt of written notice from selected bidder. 10.6Bank or any end user has violated any law, rule, regulation or policy of any Governmental Dept. related to the Services or Bank's or an end user's use. 10.7Selected bidder receives any direction, notification or instruction from any Governmental Dept. to suspend or terminate the provision of Services to Bank."</p>	Bidder to comply with RFP terms and conditions
155	128	Appendix G - Draft Contract Agreement	Clause 13 - Intellectual Property Rights	Clause 13 - Intellectual Property Rights	<p>We request that the Bank to restrict the Indemnity as follows: " 13.2 For claims towards IPR, Bidder may at its sole discretion, (i) obtain for Bank 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, (iv) if the above mentioned alternatives (i)-(iii) are not available, bidder may so notify Bank and terminate such infringing Services without penalty to either Party. Notwithstanding anything in the agreement to the contrary, this is the sole remedy for any intellectual property infringement claims that can be provide by bidder to Bank. 13.3 The maximum aggregate liability of Bidder, with respect to all indemnity claims under the RFP including intellectual property claims, shall in no event exceeds, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO giving rise to the liability. 13.4 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue."</p>	Bidder to comply with RFP terms and conditions
156	133	Appendix G - Draft Contract Agreement	Clause 14 - Indemnity	14.6The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.	<p>We request that the Bank to restrict the Indemnity as follows: " 23.6 The maximum aggregate liability of Bidder, with respect to all indemnity claims under the RFP including intellectual property claims, shall in no event exceeds, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO giving rise to the liability. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue."</p>	Bidder to comply with RFP terms and conditions
157	133	Appendix G - Draft Contract Agreement	Clause 15: Right to Audit	15.1.The selected bidder has to get itself annually audited by internal/ external empaneled 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 the selected bidder is required to submit such certification by such Auditors to the Bank. The selected bidder and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the selected bidder. The selected bidder shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. 15.2.Where any deficiency has been observed during audit of the selected bidder on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the selected bidder shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the selected bidder shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed. 15.3.The selected bidder shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank /Reserve Bank of India and	<p>Legal Suggestion: Bank to give prior 30 days written notice before conducting any such Audit. Any such inspection shall be for the books and account in relation to the RFP only. Auditors have to be verified by Bank and audit shall be conducted by approved in compliance with applicable laws. Remote hands fees are applicable if audits are carried out for more than 4 hours a day. Any audit conducted by or on behalf of the Bank pursuant to this section, shall be conducted with the utmost integrity, employing an acceptable level of skill and technical knowledge. Bank shall, and shall cause its auditor to, (i) comply with any rules or requirements of Bidder governing access to an audited Bidder facility (including any security or safety rules); (ii) take all necessary care to avoid loss or damage to Bidder property; and (iii) prevent unnecessary and excessive consumption of Bidder personnel resources. Bank shall also indemnify, defend and hold Bidder harmless from any and all costs or expenses arising from any breach. Scripts shall not be allowed to run on shared infrastructure</p>	Bidder to comply with RFP terms and conditions



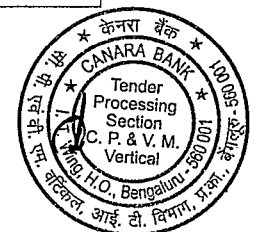
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158	3	Annexure 8	B. General features of the solution	6. Microsoft 365 cloud services should support Integration with Bank's existing Video Conference Solution, if required by the Bank.	Could you please elaborate more for scope understanding.	Bank is presently using Polycomm video conferencing solution. Bidder should support for Integrating Teams with Bank's video conferencing solution
159	4	Annexure 8	C. Data migration	The bidder must migrate all existing email data for all users i.e. all the mails, calendars, contacts, folders, subfolders contained within a mailbox including encrypted mails as at the time of migration irrespective of number/ age of mails, size of mailbox etc. from Zimbra email solution to the Microsoft 365 cloud services with zero data loss.	What is a version of Zimbra e-mail solution?	Version 9
160	8	Annexure 8	G. Onsite support services:	NA	Onsite support services: Compliant Query : 1. Could you please elaborate about the existing contact center solution for internal/external user support desk? 2. As per RFP On-site support service desks in support management framework. Are you looking for a solution with remote desk as an optional support management adjunct for onsite support services?	Bidder's resource will make use of the ticketing tool and remote desktop solution given by the Bank to provide helpdesk support.
161	NA	Generic	Generic	NA	Could you help us to understand your Intended phase wise migration timelines (tentative plan).	Bidder has to plan and migrate as per the timelines provided under SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS
162	59	Annexure 2, Pre-Qualification Criteria	Clause 7	Bidder should be the Original Equipment Manufacturer (OEM)/ Original Software Owner (OSO)/ Original Software Developer (OSD) of Solution. (OR) An Enterprise Agreement partner of the OEM of the proposed Solution	Query - We have active status of Microsoft Cloud Solution Provider, under which we are not allowed to perform EA contracts with customers. Whereas we can engage our vendor (who is a distributor relation with MS) to perform this EA contract? Is it allowed from Canara bank.	Bidder to comply with RFP terms and conditions
163	24	Section C - Deliverables and Serviced Level Agreements	15	Right to Audit	Please elaborate the procedure for Right to Audit which will be conducted annually by the Canara Bank.	RFP clause is self explanatory. Bidder to comply with RFP terms and conditions
164	59	Annexure 2, Pre-Qualification Criteria	Clause 9	The Bidder/ OEM should have experience of having managed the Bulk mail Solution to the Bank with a minimum of 5,00,000 mails per day in a single implementation in any one Scheduled Commercial Banks/PSUs/Government Departments/ Public Sector Enterprises/Corporates in India during the immediate preceding 3 years (2020-21, 2021-22 & 2022-23).	This needs to be relaxed. can bidder provide the managed bulk mail solution through its partner but front ended by the bidder & partner should have minimum of 5,00,000 mails per day in a single implementation in any one Scheduled Commercial Banks/PSUs/Government Departments/ Public Sector Enterprises/Corporates in India during the immediate preceding 3 years (2020-21, 2021-22 & 2022-23).	Bidder to comply with RFP terms and conditions
165	59	Annexure 2, Pre-Qualification Criteria	Clause 8	The Bidder should have experience of having managed the solution proposed to the Bank with a minimum of 15,000 mailboxes in a single implementation in any one Scheduled Commercial Banks/PSUs/Government Departments/ Public Sector Enterprises/Corporates in India during the previous 5 financial years.	Can we provide multiple PO accumulating to 15,000 mailboxes or is it mandatory with 15000 mailboxes on single go.	Bidder to refer Corrigendum-2
166	23	Section C - Deliverables and Serviced Level Agreements	Section C, Clause 14 Sub Contracting	After Selection process of the bidder and order placement, resources deployed should be employed with the selected bidder and they should be on the payroll of the selected bidder	Is Subcontracting allowed, if yes what type of subcontracting will be allowed.	Subcontracting is not allowed
167	NA	General	General	General	Does canara bank already have a hybrid infrastructure ?	yes
168	NA	General	General	General	what is the version of exchange server in the current infrastructure ? (DC/DR enabled)?	Microsoft exchange 2016
169	NA	General	General	General	Any on-prem mailboxes are running on exchange ?	No
170	NA	General	General	General	what are the security components currently enabled on the existing tenant?	Details will be shared with successful bidder.
171	NA	General	General	General	where is the mail routing happening ?	Proper inputs are not there to address the query.
172	NA	General	General	General	what is the mail gateway ?	Proper inputs are not there to address the query.
173	NA	General	General	General	what is the collaboration mechanism used for Zimbra users	Such features are not enabled.
174	NA	General	General	General	How many Domains are verified on Office 365 and is it the same domain being used for both O365 and Zimbra ?	canarabank.com is used on O365 and canarabank.in is used on Zimbra
175	NA	General	General	General	infrastructure diagram of mail flow / mail routing mechanism ?	Details will be shared with successful bidder.
176	NA	General	General	General	what is the solution that is being used currently for bulk emails ?	Details will be shared with successful bidder.
177	NA	General	General	General	what is the version of AD and ecosystem of Active directory and dependent applications	Details will be shared with successful bidder.
178	NA	General	General	General	Are you planning to migrate data from O365 to on-prem exchange after hybrid setup ?	Proper inputs are not there to address the query.



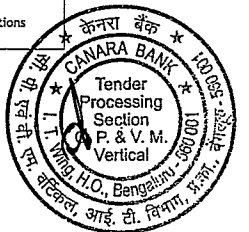
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179	NA	General	General	General	Does canara bank have a tool to convert eml to PST for Zimbra migration ?	All tools software middleware that are required for data migration need to be provided by the bidder.
180	NA	General	General	General	On panalites, delays could be any reason like technical gap from microsoft or dependence from Bank side for deliver SoftwareOne is just a reseller and licence are directly delivery to online portal and there is no physical deliveries SoftwareOne is a reseller, we are not responsible for any down time error from Microsoft , please refer the microsoft global SLA https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services	Bidder to comply with RFP terms and conditions
181	68	Annexure 8	Scope of Work	To have back-to-back premium support arrangement with OEMs for all components and licenses being supplied as part of the project, for raising tickets 24x7x365 for any kind of issues related to the services subscribed by the Bank. There should not be any limitation in the time/number/duration of tickets that can be raised throughout the contract period;	What is the list of OEMs being support as per RFP	Bidder has to have back-to-back premium support arrangement with OEMs for all components and licenses being supplied as part of the project
182	68	Annexure 8	Scope of Work	To have back-to-back premium support arrangement with OEMs for all components and licenses being supplied as part of the project, for raising tickets 24x7x365 for any kind of issues related to the services subscribed by the Bank. There should not be any limitation in the time/number/duration of tickets that can be raised throughout the contract period;	If the support for On-Prem Products is in scope, then there will be limit on the time/hours of support.	Bidder to comply with RFP terms and conditions
183	68	Annexure 8	Scope of Work	Any onsite support resources, licenses required for migration, temporary servers that the bidder may employ before this date should be factored into migration/one-time implementation cost		No query
184	69	Annexure 8	Scope of Work	The bidder shall ensure regular backups of the on-premises servers and perform restoration testing to ensure sanity of the backup as per the Bank's backup policy	What On-premise technologies are in scope for this engagement	Proper inputs are not there to address the query.
185	69	Annexure 8	Scope of Work	The bidder shall ensure regular backups of the on-premises servers and perform restoration testing to ensure sanity of the backup as per the Bank's backup policy	What is the backup solution being used ?	Details will be shared with successful bidder.
186	69	Annexure 8	Scope of Work	The bidder to provide confirmation on backup/ high availability/ fallback options for the cloud services		No query
187	71	Annexure 8	Scope of Work	The bidder should ensure the necessary technical and maintenance support of solution including OS administration, upgradation of any software, applying of patches, and periodic data backup as required by the Bank without any additional cost to the Bank	What is the number Servers to be administered ? What is Windows version ? Which tool is used for patching ? What is the current OS version and what is the version and count of servers planned for upgrades in next 5 years. What other softwares need to be patched?	Bidder has to design the architecture in consultation/ vetting with OEM as per the scope of work mentioned in RFP.
188	71	Annexure 8	Scope of Work	The bidder shall undertake immediate bug fix actions in the event of software failure causing an interruption to the services	Which software is in scope other than M365?	All software supplied by the Bidder as part of the solution
189	75	Annexure 8	Scope of Work	The bidder's on-site resources shall manage the bulk-mailing solution proposed as part of the solution.	What is the bulk mailing solution being used? Are we responsible for managing its server and uptime, patching and monitoring?	Bidder has to provide bulk mailing solution on OPEX model as per scope of work mentioned.



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190	75	Annexure 8	Scope of Work	The bidder's onsite resources shall also be responsible for regular anti-malware updates, timely OS security patches, NTP, syslog configuration as per the Bank's policy on the on-premises servers deployed as part of the project	Which anti-malware solution is used for on-prem servers	Details will be shared with successful bidder.
191	NA	General	General	Seller can offer any number of products. However, it will be the sole responsibility of the seller to satisfy themselves regarding possessing the requisites for doing business for the offered product(s). The Sellers are solely responsible for ensuring that there is no violation of any Intellectual Property Rights in their offer for sell / providing service on GeM	All IPR shall be governed by the terms of the EULA to be executed between OEM and Customer.	Bidder to comply with GeM/RFP terms and conditions
192	NA	General	General	The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller is selling any Goods which needs spare parts, Seller should ensure and make available such spare parts for a minimum period of three years from the date of expiry of warranty period (unless otherwise specified). The Individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid/ contract validity period.	SoftwareONE is a reseller and once the order is placed by the Customer and accepted by the OEM, the licenses shall be transferred electronically to the Customer. The usage of Licenses shall be subject to terms of the EULA. All warranties, defect related issues shall be governed by the clauses of the EULA.	Bidder to comply with GeM/RFP terms and conditions
193	NA	General	General	Sellers shall ensure uploading of their product / service in the correct category in all respects. Any offering of wrong and misleading product(s) or service(s) in any of the category will be removed by GeM from the portal when noticed without making any reference to the seller(s). The seller(s) will also be liable for any other General Terms and Conditions on GeM 4.0 (Version 1.13) dt. 29th Nov 2023 Administrative action as deemed fit by GeM for uploading wrong product(s) or service(s) in any category. If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s) / service(s) by the Seller, such contract shall be treated as null and void. No claim whatsoever against such contract shall be admissible and entertained	All terms, warranties & Indemnities, IP, other t&c to be governed by the EULA executed between Customer and OEM.	Bidder to comply with GeM/RFP terms and conditions
194	NA	General	General	Guarantee and Warranty	SoftwareONE is a reseller. All orders are delivered electronically via the OEM. guarantees and warranties of the product shall be governed by the End User Licensing Agreement (EULA) between Customer and OEM.	Bidder to comply with RFP terms and conditions
195	NA	General	General	Return Policy	Order once placed by the Customer and accepted by the OEM, cannot be returned. All terms to be governed by the EULA between the customer and OEM.	Bidder to comply with RFP terms and conditions
196	NA	General	General	Terms of Delivery:	All Licenses shall be delivered electronically.	Bidder to comply with RFP terms and conditions
197	NA	General	General	Termination for default	All termination terms to be governed by the EULA between Customer and OEM.	Bidder to comply with RFP terms and conditions
198	NA	General	General	Assignment	Assignment of the Licenses by Reseller/Customer, shall only be permitted with a prior written consent of the OEM.	Bidder to comply with RFP terms and conditions
199	NA	General	General	Indemnification	SWO is a Reseller and shall be responsible for provision of Licenses. All product indemnities shall be governed by the EULA executed directly between the Customer and OEM. All third party indemnity claims shall be handled per the terms of the EULA executed directly between Customer and OEM.	Bidder to comply with RFP terms and conditions
200	NA	General	General	Defect Liability	Bank to note that licenses shall be governed by the End User Licensing Agreement (EULA) executed between the Bank and OEM.	Bidder to comply with RFP terms and conditions
201	NA	General	General	Assignment	The Licenses provided by OEM will be for consumption of the Bank. Any assignment from Canara Bank thereafter will be subject to prior written approval of respective OEM.	Bidder to comply with RFP terms and conditions
202	NA	General	General	Insurance	there is no hardware being supplied - hence this section is not applicable	Bidder to comply with RFP terms and conditions
203	NA	General	General	IPR	Since SoftwareONE is a reseller, all the indemnities for infringement of third party intellectual property rights shall be governed directly by the terms of End User License Agreement (EULA), which shall be executed directly between the Bank and OEM.	Bidder to comply with RFP terms and conditions



Replies to pre bid queries for Selection of vendor for Procurement of Microsoft e-Mail subscription licenses, allied components and bulk e-Mail facility on end to end managed service model for a period of 5 years
GEM/2024/B/4515239 dated 20/01/2024

Sl. No	Page No.	Section/Annexure/ Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Response
204	NA	General	General	Confidentiality and Non-Disclosure	It is recommended to have a mutual confidentiality and non disclosure clause	Bidder to comply with RFP terms and conditions
205	NA	General	General	Indemnification	SoftwareONE is a reseller, all the Indemnities for Infringement of third party Intellectual property rights shall be governed directly by the terms of End User License Agreement (EULA), which shall be executed directly between the Bank and OEM.	Bidder to comply with RFP terms and conditions
206	60	Annexure-2	Pre Qualification Criteria	The Bidder/ OEM should have experience of having managed the Bulk mail Solution to the Bank with a minimum of 5,00,000 mails per day in a single implementation in any one Scheduled Commercial Banks/PSUs/Government Departments/ Public Sector Enterprises/Corporates in India during the immediate preceding 3 years (2020-21, 2021-22 & 2022-23).	for this we need to understand bit more detail clarity	Bidder to comply with RFP terms and conditions

Date:06/02/2024
Place: Bengaluru

[Signature]
Deputy General Manager

