

Query Reference No	RFP Section (point number)	RFP Page Number	RFP Excerpt	Query Description/Clarification sought	Bank's response
1	Part – I 2. Overview	9	Bidder is required to perform AD Implementation, Existing User(s) profiles and policies Migration from Existing AD Version to New latest Version without affecting the functioning of end users and Domain Joining of Users which are not under AD.	Please confirm : AD migration is also in scope(any cross domain or domain change are in scope) , if yes are you looking for any migration tool or planning to do using any native solution.	Yes, Bidder understanding is correct. AD migration is in scope of bidder. Bidder can do the migration as per the Industry best practices ensuring no impact on existing end user.
2	2.1 Broad Scope of Work:	10	Integrating Active Directory/active directory manager logs to SIEM.	Please confirm the existing SIEM solution which is currently being used	RSA,(Netwitness , Version 11.6.0.0)
3	Part III-Functional and technical specification (1). User and Administrator 1.1 User Management	29	<ul style="list-style-type: none"> • User life cycle management • Create, modify, move, unlock, enable/disable, delete, and restore the Single/Bulk Users without using any manual scripts. • Feasible to integrate with HRMS Server. • User Self Service portal to reset password and to unlock the account on their own. • Delete the accounts automatically on expiry of validity period. • Facilitates notification to concerned users on completion of the execution of a task. • Provision user accounts in bulk and assign them the privileges they need, all in one action. • Provide just in time (JIT) privileged access to Users through automations and workflows. • Automatically lockdown privileged accounts that are inactive for a period of time. • Create privileged roles for task delegation and Audit the actions performed by these Delegates, including what action was performed on what object and when. • Allow users to request access to privileged groups. • Enhance security of privileged accounts by enabling multi-factor authentication. • Protect privileged accounts from password attacks by enabling advanced password policy requirements, including a dictionary rule. 	<p>Request: Kindly Remove this clause from specifications as all these are features of IDAM and not AD Management</p> <p>Justification: Bank already have an IDAM solution as mentioned in <i>Sec 2.1 broad scope of work</i> and procuring this solution again will be a duplication of investment. Also it would increase the current BOQ and Scope of work.</p>	Please be guided by RFP.
4	Part III-Functional and technical specification User and Administrator 1.6 Delegation management	30	<ul style="list-style-type: none"> • Define the roles for User, Technician and Admin. • Provide restricted privileges for a Technician to perform only specific tasks/roles. 	<p>Request: Please confirm if this clause/Feature would be limited to Active Directory or is required for any other application also.</p> <p>Justification: As per our understanding these features are required for Active Directory only and not for any other application apart from AD.</p>	Please be guided by RFP.
5	Part III-Functional and technical specification User and Administrator 1.7 Delegation management	30	Review-Approve facility for all admin activities. Privileged access for Users.	<p>Request: Please confirm if this clause/Feature would be limited to Active Directory or is required for any other application also.</p> <p>Justification: We assume that all admin activities are specific to AD only (like adding a user, adding a group, assigning group membership) and privileged access for users will be at AD level only and not required for any other application.</p>	Please be guided by RFP.
6	Part III-Functional and technical specification User and Administrator 1.8 Delegation management	30	The system should have the ability to build a customized workflow structure with required number of workflow agents appropriate to organization needs. Maker and Checker should be configured for all changes. Maker - Representative of successful bidder. Checker - Bank Official.	<p>Request: Kindly Remove this clause from specifications as all these are features of IDAM and not AD Management</p> <p>Justification: Bank already have an IDAM solution as mentioned in <i>Sec 2.1 broad scope of work</i> and procuring this solution again will be a duplication of investment. Also it would increase the current BOQ and Scope of work.</p>	Please be guided by RFP.

7	Part III-Functional and technical specification User and Administrator 1.9 Delegation management	30	Any change made in Active Directory should be propagated to other connected applications and systems including Office 365, Exchange Server, Skype for Business Server etc.	Specific to IAM solution where existing IAM solution can be leverage , please confirm if current IAM solution don't have this capability Need Input: Please list what all the other connected applications. Please confirm: Office 365, Exchange server and skype for business server all are in scope	Please be guided by RFP.
8	Part III Functional and technical specification - User and Administrator 1.12 Total users	31	Approximately <u>15000</u> user accounts to be managed. However the software should be provided for managing <u>unlimited</u> users.	Request: Kindly clarify if the 15000 user licenses have to be quoted and supplied for AD Management here. Also instead of the term "unlimited" kindly suggest a maximum estimated user count(For eg: upto 50,000, 1 lakh, 5 lakh etc) which the proposed solution shall be scaleable to. Justification: Complying with the current clause we have to quote & supply 15,000 licenses, on which confirmation is required from your side. There has to be a defined finite user limit which the proposed AD management software can scale upto, as "unlimited users" term can not be viably justified by any OEM.	Clause revised. Please refer addendum.
9	Part III Functional and technical specification - User and Administrator Total users	31	Solution must have option to hide Group Policies	Request: Kindly specify the business need or use case to hide the group policies. We also request to remove this clause if it is not required. Justification: We are not able to assume any business need or usage from this feature with reference to the AD Management and hence, unless it is critically required we'll request for the deletion of this clause.	Please be guided by RFP.
10	Part III-Functional and technical specification Reports 2.7	33	Use built-in reports to gain in-depth visibility into the <u>privileged permissions</u> held by users and groups, including users who gained privileged access by being part of nested groups	Request: Kindly clarify that the "privileged permissions" mentioned here are subjected and limited to the Active Directory groups only Justification: "Privileged permissions" are granted in Active Directory in the form of Critical Group Membership. However, this is also a feature of PAM/IDAM and hence confirmation is required whether this is limited to AD or not	Please be guided by RFP.
11	Part III-Functional and technical specification Reports 2.8	33	Solution should be able to gather data from both AD and Azure AD for reporting.	Request: Kindly remove the AD azure if bank is not using it currently or otherwise write it as "Solution shall support data gathering from both AD and Azure AD for reporting in future" Justification: Kindly confirm if the bank is using Azure AD. If not, request you to kindly remove this as it would demand a completely extra set of licenses for Azure AD which would increase the overall cost & scope of the bid.	Please be guided by RFP.
12	Part III-Functional and technical specification Self service portal 3.2	34	The Portal should be integrated with SMS and Email gateways.	Request: Kindly confirm the existing SMS & Email gateways being used by bank, which should be integrated with the proposed solution.	SMS Gateway: Route Mobile. Email Gateway: Trend Micro.

13	Part III-Functional and technical specification Self service portal 3.8	34	Movement of users from one Organizational unit to another OU.	<p>Request: Kindly remove/delete this clause please.</p> <p>Justification: The OU management is not done by end user and it is only visible at administration level and hence this is not a part of Self-Service Portal.</p>	Clause deleted please refer addendum
14	Part III-Functional and technical specification Auditing software Requirement	35	It should have a comprehensive auditing module that monitors user and admin activities across AD, Exchange Server, Office 365 etc.	<p>Request: Please confirm if Exchange server and office 365 are also in scope for monitoring activity along with AD, or this is mentioned for the future scalability only.</p> <p>Justification: With this clause the auditing licenses for exchange server & office365 would also be required which shall increase the cost and scope of bid. Hence, your confirmation is requested on this feature requirement.</p>	Please be guided by RFP.
15	Part III-Functional and technical specification Auditing software 4.5 Customization	35	The predefined reports should be customizable and entirely new set of custom reports should be created using <u>just point and click</u> actions	Request: Please clarify what does "point and click action" means or implies here.	Clause revised. Please refer addendum.
16	Part III-Functional and technical specification Auditing software 4.7 Logging in server AD	35	Changes in AD Server software should be logged and maintained for Five years. Necessary storage will be provided by the bidder	Request: Kindly confirm on the log retention duration. As per clause 4.6 mentioned above the log maintenance is mention as 3 years whereas this clause asks for 5 year.	Clause revised. Please refer addendum.
17	Part III-Functional and technical specification General and compliance requirement 6.8	38	Proposed solution should respond to pre-defined failed attempts through relevant error.	Request: Kindly confirm what is "pre-defined Failed Attempts" is referred to here with respect of Active Directory management. Also confirm what kind Response is expected in form of any notification or action.	It will be share with selected bidder
18	Part III-Functional and technical specification General and compliance requirement 6.12	38	Proposed solution should support multiple admin facility at distributed locations viz zones, regions with respective jurisdiction of user management. Proposed solution should have super admin available at centralized location at Central Office	Request: Kindly confirm that the multiple admin facility" is specific and limited to Active Directory's management only and not for any other application.	Please be guided as per RFP.
19	Part III-Functional and technical specification General and compliance requirement 6.16	39	Proposed solution should support reports related to access policy, request, approval, role, organization, password, resource & entitlement, user e.g. list all users created in a specified time period. <u>Detail should include method of user creation (manually or through trusted reconciliation)</u> , all the deleted users, list of users whose accounts are disabled, list of users whose disabled accounts are unlocked by administrators, list all existing users provisioned to a specified resource, user's resource entitlement history over user's lifecycle (reporting is key capability for getting in-detailed information)	<p>Request: Kindly Remove this clause from specifications as these are features of IDAM and not AD Management</p> <p>Justification: Bank already have an IDAM solution as mentioned in <i>Sec 2.1 broad scope of work</i> and procuring this solution again will be a duplication of investment. Also it would increase the current BOQ and Scope of work.</p>	Please be guided as per RFP.
20	Part III-Functional and technical specification General and compliance requirement 6.17	39	All the reports provided by the proposed solution should be in HTML, CSV, <u>TXT</u> and PDF formats	<p>Request: Kindly remove TXT format.</p> <p>Justification: HTML, CSV, Excel & PDF are recommended & preferred report format as per Industry's best practices. whereas TXT is an obsolete export method. Also AD reports generated in TXT would not be able to articulate the reports</p>	Clause revised. Please refer addendum.

21	Annexure – B Eligibility Criteria Compliance	51	3: Bidder should have experience of implementation of Active directory and <u>proposed</u> Active directory management solution in a Scheduled commercial Bank/Government Organization/PSU customer in India for minimum 5000 users.	<p>Request: Kindly remove the Term "Proposed" from this criteria as it restricts the many large & reputed bidders and OEM from participating together.</p> <p>Justification: The current criteria obligation would limit the participation as it demands only the bidder & OEM who have previously worked together in an RFP.</p> <p>However, this clause shall actually scale only the bidder potential of delivering the AD management services here and hence, the experience with the "PROPOSED" OEM shall not be demanded.</p>	Clause revised. Please refer addendum.
22	Annexure D Commercial Bid Format Hardware and Software (I)	55	Total cost Providing Active Directory Solution (hardware for DC and DR and maintaining Active Directory with one year warranty	<p>Request: Kindly confirm the total number of AD Management Licenses required to be proposed in the RFP.</p> <p>Justification: The AD Management licenses are configured/quoted on the per AD user basis and a minimum purchase quantity is required to quote here</p>	Please refer addendum
23	2.1.3 Application Deployment Details: >>S.No. 1 and Sno.2	11	<p>Active Directory Management Solution & Active Directory Solution*****Sizing*****1. *HA at DC and DR. (minimum 2 servers at DC and DR each.)</p> <p>2. Non-Production (Development/Test/Training) should be 10% of the Production environment.</p> <p>3. RPO- 30 mins.</p> <p>4. RTO- 120 mins.*****</p> <p>*****1. *HA at DC and DR.. (minimum 2 servers at DC and DR each.)</p> <p>2. Non-Production (Development/Test/Training) should be 10% of the Production environment.</p> <p>3. RPO- 120 mins Page 12 of 82</p> <p>RFP REF NO: PSB/HO IT/RFP/163/2021-22</p> <p>4. RTO- 240 mins</p>	<p>We request you to kindly modify this clause and make both of the software on a N+1 cluster of HCI where bank will get better performance and better resiliency and better infrastructure management. This will provide better RPO RTO for both solutions.</p> <p>Minimum sizing should be:</p> <p>1. The environment should be on N+1 HA cluster at DC and DR. (minimum 4 servers node at DC and DR each.)</p> <p>2. Non-Production (Development/Test/Training) should be 10% of the Production environment.</p> <p>3. RPO- 30 mins.</p> <p>4. RTO- 120 mins.</p> <p>The Hyperconverged environment should be scale-out in nature. The environment should meet the IOPs requirement for a Active Directory Management Solution & Active Directory Solution software for bank requirement. The proposed HCI platform OEM should be gartner leader from last 4 years.</p>	Clause Revised: Please refer addendum
24	2.1.3 Application Deployment Details: >>S.No. 1 and Sno.2	11	The Solution should be implemented in such a way so that there is no single point of failure, in case of one instance/node is deployed in server 1 then the second instance/node of the same environment of the solution should not be deployed in the same physical server.	We request you to kindly remove this clause.	please be guided as per RFP
25	3. Eligibility Criteria:	14	Bidder should have experience of implementation of Active directory and proposed Active directory management solution in a Scheduled commercial Bank/Government Organization/PSU customer in India for minimum 5000 users.	We request you to kindly modify this clause as " Bidder should have purchase order /experience of implementation of Active directory and proposed Active directory management solution in a Scheduled commercial Bank/Government Organization/PSU customer in India for minimum 5000 users or more in recent one year.Credentials under implementation will also be considered.	Please refer addendum

26	Part – I 2. Overview	9	Bidder is required to perform AD Implementation, Existing User(s) profiles and policies Migration from Existing AD Version to New latest Version without affecting the functioning of end users and Domain Joining of Users which are not under AD.	Request: Please confirm if AD migration is also required in scope (any cross domain or domain change are in scope) , if yes, please confirm if for any migration tool is required.	please refer above query response .
27	Part III-Functional and technical specification (1). User and Administrator 1.1 User Management	29	<ul style="list-style-type: none"> • User life cycle management • Create, modify, move, unlock, enable/disable, delete, and restore the Single/Bulk Users without using any manual scripts. • Feasible to integrate with HRMS Server. • Delete the accounts automatically on expiry of validity period. • Facilitates notification to concerned users on completion of the execution of a task. • Provision user accounts in bulk and assign them the privileges they need, all in one action. • Provide just in time (JIT) privileged access to Users through automations and workflows. • Automatically lockdown privileged accounts that are inactive for a period of time. • Create privileged roles for task delegation and Audit the actions performed by these Delegates, including what action was performed on what object and when. • Allow users to request access to privileged groups. • Enhance security of privileged accounts by enabling multi-factor authentication. • Protect privileged accounts from password attacks by enabling advanced password policy requirements, including a dictionary rule. 	Request: Kindly Remove this clause from specifications as all these are features of IDAM and not AD Management Justification: Bank already have an IDAM solution as mentioned in <i>Sec 2.1 broad scope of work</i> and procuring this solution again will be a duplication of investment. Also it would increase the current BOQ and Scope of work.	Please be guided as per RFP
28	Overview:	9	Bank is using Active Directory Services (ADS) for authentication and authorization of users which is running on Windows 2008 R2 and needs to be upgraded.	Please Confirm: AD upgradation is also in scope, if yes, then provide the exiting infra details, like; Client info, AD integrated application, application list for AD dependency,	Clarification: Client: Windows 7,8,10 , Server 2008 and above and Linux . AD Intergrated list of application shall be shared with selected bidder.
29	Overview:	9	Bidder is required to design, size, supply, implement and maintain Active directory servers with hardware at Banks DC and DR with DNS services along with Active Directory Management solution for AD users.	Please confirm: Bidder will design and Active Directory infra and provide the Hardware and Software for AD or Bank will ensure the require Hardware and Software	Clarification: Bidder has to supply required hardware and software both at Bank's following DC/ DR/NDR locations.
30		9	Bidder is required to perform group policy management, ensure users can access only the resources they are privileged, in order to provide a secure infrastructure, automate, track, alert on changes, automate AD data backup and recovery to mitigate downtime in the event of an outage.	Please confirm: Bidder will be re deploy the Group policy or ensure only the existing Group policy will work after upgradation	Clarification: The bidder have study existing group policy and suggest changes as per requirement of bank and deploy the new group policies and also ensure existing Group policy will work after upgradation.
31	2.1 Broad Scope of Work:	9	The hardware, cabling, connectors, patch panels, LIU, SFP (at both end i.e Network rack and Server rack), storage (If required), software & OS licenses for configuring the complete solution will be supplied by the bidder.	Need more clarity on the same in respect of quantity	Clause Revised: Please refer addendum
32		9	The bidder is required to integrate all servers and desktops running on Linux/Solaris/Windows etc. through Active Directory.	Please share the details of OS wise client system. For your information: Legacy OS has its own dependency to login with Active Directory.	Please be guided by RFP.
33		9	Hardening of all devices and solutions under scope has to be done by bidder as per Punjab & Sind Bank policy.	Please share the Policies, so that bidder should ensure the same with deployed solutions	It will be shared with selected bidder
34	Part III-Functional and technical specification (1). User and Administrator 1.1 User Management	29	<ul style="list-style-type: none"> • Bidder to ensure that no software or hardware reaches end of life or end of support during the entire contract period, failing which, bidder will be required to upgrade or replace the same at no additional cost to the Bank. 	Request: Kindly Remove this clause from specifications as all these are features of IDAM and not AD Management Justification: Bank already have an IDAM solution as mentioned in <i>Sec 2.1 broad scope of work</i> and procuring this solution again will be a duplication of investment. Also it would increase the current BOQ and Scope of work.	Please be guided as per RFP
35	Annexure D Commercial Bid Format • Hardware and Software (I)	55	Hardware and Software (I)	Request: Specification and quantity of hardware is not mentioned. Pls provide the detailed Hardware specifications along with the qty. Also pls provide the details of any existing hardware that would be provided by Bank. If, in case the hardware sizing has to be suggested by us, than how it will be validated and evaluated? What would be the storage requirement till end of the contract period?	Please refer addendum

36	Payment terms	42	Delivery of Hardware 40% Succesfull installaton 60%	Request: We request you to pls change it to: Delivery of Hardware 80% Succesfull installaton 20% Justification: We have to make the 100% payment to the OEM in advance and in this tough times due to pendamic most of the organisations are facing cash crunch. We are asking for 80% only for the 100% of material delivered to you.	Please be guided as per RFP
37	4. Payment Terms:	42		We request the bank to kindly amend the payment terms as follows: <u>Hardware, software & its sub component:</u> 90% on Delivery of the Hardware, software & its sub component and Submission of invoice with Proof of Delivery and other documents (after acceptance by the Bank or its nominated third party). 10% on Successful installation and acceptance of the hardware, Software & its sub component by the PSB. The same will be released after complete solution implementation i.e. AD Solution, AD Manager and Self Service Portal. <u>Implementation cost:</u> 100% Post successful implementation and acceptance of the complete solution as per the scope of the RFP. <u>ATS & AMC Cost: Yearly in Advance:</u> The ATS & AMC shall commence on completion of the warranty period. The ATS & AMC Cost will be treated as a part of the total cost of the project. <u>FM Cost:</u> Quarterly in Advance: The FM Cost shall commence post implementation period <u>Training Cost:</u> 50% in advance and 50% after completion of training.	Please be guided as per RFP
38	8. Liquidated Damage	43	Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% (One percent) of the contract price per week will be charged for every week's delay in the specified implementation schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost.	Kindly amend the LD Clause as follows: Notwithstanding the Bank's right to cancel the order, liquidated damages at 0.25% (One percent) of the contract price per week will be charged for every week's delay in the specified implementation schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 5% of the total project cost.	Please be guided as per RFP
39	Annexure-N (Penalties) - A.) Availability Measurements:	78	Minimum Service Level for Active Directory Solution and AD Management Solution Solution: 99.9% and Above. Rs. 50,000/- will be charged for every 0.01% or part thereof drop in service levels as a penalty.	This Penalty is very stringent. Kindly amend the Penalty for Availability as follows: Rs. 5,000/- will be charged for every 0.01% or part thereof drop in service levels as a penalty.	Please be guided as per RFP
40	Annexure-N (Penalties) - B). Performance Measurements (Hardware Utilization):	78	Performance Measurements will be done on monthly basis or as required by Bank Hardware Utilization: If less than 3 times: for every 0.5% drop in service level, Penalty of 1% of the respective Hardware Cost. If more than 3 times in a quarter: Bidder will be responsible for replacing the hardware at no additional cost to the Bank within 3 months of exceeding the thresholds. In case bidder fails to replace the hardware, LD of 1%of effected product cost will be lived for every week of delay or part thereof.	This Penalty is very stringent. Kindly amend the Penalty for Performance Management - Hardware Utilization as follows: If less than 3 times: for every 0.5% drop in service level, Penalty of 0.25% of the respective Hardware Cost. If more than 3 times in a quarter: Bidder will be responsible for replacing the hardware at no additional cost to the Bank within 3 months of exceeding the thresholds. In case bidder fails to replace the hardware, LD of 0.5%of effected product cost will be lived for every week of delay or part thereof.	Please be guided as per RFP
41	Annexure-N (Penalties) - B). Performance Measurements (Disaster Recovery Instance Availability)	79	Disaster Recovery Instance Availability: INR 20,000 for every 10 Minutes of delay above defined RTO for the reasons solely attributable to the bidder	This Penalty is very stringent. Kindly amend the Penalty for Performance Management - DR Instance Availability as follows: Disaster Recovery Instance Availability: INR 5,000 for every 20 Minutes of delay above defined RTO for the reasons solely attributable to the bidder	Please be guided as per RFP

42	Annexure-N (Penalties) - B). Performance Measurements (Security Management)	79	Security Management: Penalty of INR 5000 for every day of delay above agreed timeline.	This Penalty is very stringent. Kindly amend the Penalty for Performance Management - Security Management as follows: Penalty of INR 2000 for every day of delay above agreed timeline.	Please be guided as per RFP
43	Annexure-N (Penalties) - C.) Audit Gaps	79	High: Within 2 days: 15,000 per issue per day post the resolution period till the issue/gap closure date. Medium: Within 4 days: 10,000 per issue per day post the resolution period till the issue/gap closure date. Low: Within 6 days: 5,000 per issue per day post the resolution period till the issue/gap closure date.	This Penalty is very stringent. Kindly amend the Penalty for Audit Gaps as follows: High: Within 2 days: 5,000 per issue per day post the resolution period till the issue/gap closure date. Medium: Within 4 days: 2,500 per issue per day post the resolution period till the issue/gap closure date. Low: Within 6 days: 1,000 per issue per day post the resolution period till the issue/gap closure date.	Please be guided as per RFP
44	Annexure-N (Penalties) - D.) Incident resolution for Users	79	User Incident to be logged through Helpdesk call/Mail and Incident number must be generated.: Within 30 Minutes: Rs. 500.00 per hour per Incident till closure of Incident.	This Penalty is very stringent. Kindly amend the Penalty for Incident resolution for Users as follows: User Incident to be logged through Helpdesk call/Mail and Incident number must be generated.: Within 30 Minutes: Rs. 250.00 per hour per Incident till closure of Incident.	Please be guided as per RFP
45	2. Project Timelines	42	1. Supply and delivery of Software, licenses and Hardware at DC & DR. Within 8 weeks from the date of issuance of Purchase Order. 2. Installation, configuration, migration and implementation of AD Solution along with migration of all existing AD clients, implementation of AD Manager including Self Service Portal. Within 14 Weeks from issuance of Purchase Order. 3. Trainings All the trainings to be completed within 1 week from the date of request for training from PSB.	Kindly amend the Project Timelines as follows: 1. Supply and delivery of Software, licenses and Hardware at DC & DR. Within 12 weeks from the date of issuance of Purchase Order. 2. Installation, configuration, migration and implementation of AD Solution along with migration of all existing AD clients, implementation of AD Manager including Self Service Portal. Within 18 Weeks from issuance of Purchase Order. 3. Trainings All the trainings to be completed within 4 weeks from the date of request for training from PSB.	Please be guided as per RFP
46	3. Eligibility Criteria	14	3. Bidder should have experience of implementation of Active directory and proposed Active directory management solution in a Scheduled commercial Bank/Government Organization/PSU customer in India for minimum 5000 users.	Kindly amend the criteria as : Bidder should have experience of implementation and management of Active Directory Solution in a Scheduled commercial Bank/Government Organization/PSU customer in India for minimum 2000 users. Justification: The current criteria obligation would limit the participation as it demands only the bidder & OEM who have previously worked together in an RFP. However, this clause shall actually scale only the bidder potential of delivering the AD management services here and hence, the experience / participation should not be restricted basis the OEM (for the "PROPOSED" Solution).	Please refer addendum
47	3. Eligibility Criteria	14	3. Bidder should have experience of implementation of Active directory and proposed Active directory management solution in a Scheduled commercial Bank/Government Organization/PSU customer in India for minimum 5000 users.	We understand that the "Proposed" Active Directory means the Proposed OEM's AD Solution (not necessarily the same version number). Kindly confirm if our understanding is correct.	Clause Revised: Please refer addendum

48	3. Eligibility Criteria	14	All Eligibility & Bidder's Credentials Criteria	<p>We request you to kindly add the following clause to the Eligibility / Bidder's Credentials requirements:</p> <p>"In case of corporate restructuring, all the Qualifying Requirements / Eligibility Criteria / Technical Scoring Criteria (or any other criteria pertaining to bidder's credentials) can be met by the bidding entity itself, or by the bidding entity's parent company (if the bidding entity is 100% owned subsidiary of the parent company) or by its fellow subsidiary company. Supporting documents of the parent company's / fellow subsidiary company's credentials shall be acceptable for all the Eligibility Criteria and any other criteria requiring bidder's credentials."</p>	Please be guided as per RFP
49	Scope Of Work - Facilities Management		Manpower for FM/Operational Support of Hardware Infra	Kindly confirm if PSB expects dedicated manpower to be deployed for FM/Operational support of Hardware Infrastructure to be deployed for the solution. If yes, please specify the minimum nos. of resources to be factored by bidders for L1 and L2 support.	Please be guided as per RFP
50	3,3.2	34	TECHNICAL SPECIFICATIONS — Self-Service portal.	Will the SMS gateway be provided by the bank or can bidder use any existing SMS gateway?	please refer above query response .
51	3.7	34	Proposed solution should be a web-based solution with SSL and session expiry.	Does bidder have a factor a new SSL or Bank will be providing new SSL for this Portal?	please refer above query response .
52	2.1.2	11	Bidder is also required to maintain, manage the active directory in terms of group/user management, schedule management, domain management etc. as per best industries practice for the duration of the contract. Bidder is required to train 10 bank officials for two full days (8+8 hours) training post implementation for understanding the management of Active Directory.	Can the mode of Training be Remote or Training should be on Premises?	Training may be provided Through webex session.
53	Annexure D Commercial Bid Format	55	Remote support <u>Solution hardware</u> capable of handling 9000 Users. Remote support <u>Software Solution with licenses</u> for 9000 Users.	Please elaborate on the scope and deliverables for "Remote Support Solution Hardware" and "Remote Support Software Solution"	Clause Revised: Please refer addendum
54	Part III-Functional and technical specification (1). User and Administrator 1.1 User Management	29	<ul style="list-style-type: none"> • User life cycle management • Create, modify, move, unlock, enable/disable, delete, and restore the Single/Bulk Users without using any manual scripts. • Feasible to integrate with HRMS Server. • Delete the accounts automatically on expiry of validity period. • Facilitates notification to concerned users on completion of the execution of a task. • Provision user accounts in bulk and assign them the privileges they need, all in one action. • Provide just in time (JIT) privileged access to Users through automations and workflows. • Automatically lockdown privileged accounts that are inactive for a period of time. • Create privileged roles for task delegation and Audit the actions performed by these Delegates, including what action was performed on what object and when. • Allow users to request access to privileged groups. • Enhance security of privileged accounts by enabling multi-factor authentication. • Protect privileged accounts from password attacks by enabling advanced password policy requirements, including a dictionary rule. 	<p>Request: Kindly Remove this clause from specifications as all these are features of IDAM and not AD Management</p> <p>Justification: Bank already have an IDAM solution as mentioned in <i>Sec 2.1 broad scope of work</i> and procuring this solution again will be a duplication of investment. Also it would increase the current BOQ and Scope of work.</p>	Please be guided as per RFP
55	2.1 Broad Scope of Work:	10	Integration of the solution with BMC/EMS Tool/Email (on premise/on cloud) and other applications as well as network devices (including NAC) as per Bank's requirement	Need more details on what integration needs to be done	These details shall be shared with successful bidder.
56	2.1 Broad Scope of Work:	10	The bidder is required to integrate all servers and desktops running on Linux/Solaris/Windows etc. through Active Directory.	Need more details on what type of integration is required for linux/solaris servers, desktops	scope to integration lies with bidder. However required details shall be shared with successful bidder.

57	2.2 onsite support	12	MCSE with Exam 70-414, Implementing an Advanced Server Infrastructure	Exam 70-414 is retired on January 31, 2021. Please suggest on alternate certification	Clause Revised: Please refer addendum
58	Part III-Functional and technical specification (1). User and Administrator 1.1 User Management	29	<ul style="list-style-type: none"> • User life cycle management • Create, modify, move, unlock, enable/disable, delete, and restore the Single/Bulk Users without using any manual scripts. • Feasible to integrate with HRMS Server. • User Self Service portal to reset password and to unlock the account on their own. • Delete the accounts automatically on expiry of validity period. • Facilitates notification to concerned users on completion of the execution of a task. • Provision user accounts in bulk and assign them the privileges they need, all in one action. • Provide just in time (JIT) privileged access to Users through automations and workflows. • Automatically lockdown privileged accounts that are inactive for a period of time. • Create privileged roles for task delegation and Audit the actions performed by these Delegates, including what action was performed on what object and when. • Allow users to request access to privileged groups. • Enhance security of privileged accounts by enabling multi-factor authentication. • Protect privileged accounts from password attacks by enabling advanced password policy requirements, including a dictionary rule. 	<p>Request: Kindly Remove this clause from specifications as all these are features of IDAM and not AD Management</p> <p>Justification: Bank already have an IDAM solution as mentioned in <i>Sec 2.1 broad scope of work</i> and procuring this solution again will be a duplication of investment. Also it would increase the current BOQ and Scope of work.</p>	Please be guided as per RFP
59	D.) Incident resolution for	79	User Incident to be logged through Helpdesk call/Mail and Incident number must be generated and resolved in 30 minutes	Resolving any P1 issues within 30 minutes is too short require minimum 2 hours to resolve any P1 issues . If the incident is related to user incident then resolution time to be changed to 4 hours	Please be guided as per RFP
60	2.1	10	• Solution should be able to push, Install and uninstall any file/certificate to/from target system in a hassle free manner.	Please specify file and certificate type Bank want to install and uninstall as AD management do not have such features.	Please be guided as per RFP
61	2.1	10	• The bidder is required to integrate all servers and desktops running on Linux/Solaris/Windows etc. through Active Directory.	Please clarify if any solaris system is present.If yes specify the integration procedure.	scope to integration lies with bidder. However required details shall be shared with successful bidder.
62	2.1	10	• Vendor should have to perform/configure backup for all the supplied solutions/applications as per bank's policy/requirement	Please clarify that bidders needs to supply the backup software, tape ,library etc or Bank will provide.	Clause Revised: Please refer addendum
63	2.1	10	• Hardening of all devices and solutions under scope has to be done by bidder as per Punjab & Sind Bank policy	Please clarify if any 3rd party tool to be used. If Yes please clarify that bank will provide the same.	Please be guided as per RFP
64	2.1	10	• The Bank is already having the following Security Solutions in place: ☐ Identity and Access Management (OEM: Microfocus)	Bidder need to supply only Micro focus or other OEM can also be bid	Please refer addendum
65	3	13	Bidder should have experience of implementation of Active directory and proposed Active directory management solution in a Scheduled commercial Bank/Government Organization/PSU customer in India for minimum 5000 users.	Bidder/OEM should have experience of implementation of Active directory and proposed Active directory management solution in a Scheduled commercial Bank/Government Organization/PSU customer in India for minimum 5000 users.	Please refer addendum
66	Functional and Technical Specification	31	1.12	Total number of Users	10500
67	Active Directory Solution	11	2.1.2	Total Number of Computer Objects:	10500
68	Active Directory Solution	11	2.1.2	Total Number of Domain Controllers:	6 (existing)
69	Active Directory Solution	11	2.1.2	Current Backup Solution:	no backup solution is available at present
70	Active Directory Solution	11	2.1.2	Any other roles(DHCP, CA etc) deployed on Domain Controllers :	Need Active Directory with SAML protocol ver 2.0. or higher be enabled on ADFS and must have support for single sign-on,NTP,DNS,file server
71	Active Directory Solution	11	2.1.2	Total Number of GPO (approx):	will be shared with selected bidder
72	Active Directory Management Solution	11	2.1.1	How many number of AD Domains to be managed?	Please refer addendum
73	Functional and Technical Specification	29	1.1	Specify the number of User Objects to be managed.	10500
74	Functional and Technical Specification	11	2.2.1	How many numbers of Domain Controllers are to be audited?	Please refer addendum

75	Reports	33	2.8	How many number of Azure AD tenants?	1
76	Technical Specification-Auditing Software	35	4.2	How many numbers of Windows File Servers are to be audited?	1
77	Technical Specification-Auditing Software	35	4.7	How many number of Synology NAS Server/ Netapp or EMC File Servers/ Hitachi or Huawei NAS Server are to be audited?	will be shared with selected bidder
78	Technical Specification-Auditing Software	35	4.7	How many numbers of Member Servers are to be audited?	will be shared with selected bidder
79	Technical Specification-Auditing Software	35	4.1 and 4.2	How many numbers of Workstations are to be audited?	10500
80	Technical Specification-Self Service Portal	34	3.1	How many Domain Users needs access to the Self Service Console?	10500
81	Technical Specification-Self Service Portal	34	3.2	Do you need SMS Credits? If Yes, How Many?	NO
82	Technical Specification-Auditing Software	35	4.1	How many numbers of Exchange Mailboxes?	10500
83	Functional and Technical Specification	29	1.1	How many numbers of Active Directory User Objects?	10500
84	Reports	33	2.8	How many number of Azure AD user Objects?	10500
85	AD Back Up and Recovery	37	5.5	How many number of Exchange Mailboxes (On-Premises/Online) License are required for Backup & Restoration?	10500
86	Active Directory Management Solution	11	2.1.1	How many number of Exchange Mailboxes (On-Premises/Online) License are required for Exporting to PST?	10500
87	Active Directory Management Solution	11	2.1.1	How many numbers of SharePoint Online Sites?	0
88	Active Directory Management Solution	11	2.1.1	How many number of OneDrive for Business Sites?	0
89	2.2 Onsite Support:	12	Service Provider is required to make available required resources that may be required for the successful completion. In case the resource goes on leave / absent/being replaced, Bank should be intimated prior and	Service Provider is required to make available required resources that may be required for the successful completion. In case the resource goes on leave / absent/being replaced, Bank should be intimated prior and suitable replacements/backup should be arranged by the Service Provider to ensure that regular functioning of the offices/locations does not get hampered. Service Provider has to provide the resumes of new resources.	Please be guided as per RFP
90		12	suitable replacements/backup should be arranged by the Service Provider to ensure that regular functioning of the offices/locations does not get hampered. Service Provider has to provide the resumes of new resources.	Bank may interview the proposed resource and confirm their acceptability within 7 days from the date of interview else it shall be considered as deemed to be accepted. In any event if a resource is found unfit by the bank, The bank shall state the reasons for rejection. Service Provider agrees to change the same and provide bank with a replacement within reasonable time 45 days so as to not affect the services/project timelines	Please be guided as per RFP
91		12	Bank may interview the proposed resource and confirm their acceptability. In any event if a resource is found unfit by the bank, Service Provider agrees to change the same and provide bank with a replacement within reasonable time so as to not affect the services/project timelines		Please be guided as per RFP
92	Broad scope of work for onsite engineers	13	Vendor has to ensure that the Engineers continue to work for at least one year in the bank premises. The exceptions are to be notified to the bank and suitable replacements must be provided. The substitute Engineer must be provided a handoff of 1-month duration in Bank's setup.	Vendor has to ensure that the Engineers continue to work for at least one year 6 months in the bank premises (Change in minimum months as employee movemnt/leaves termination, etc is beyond the control of the bidder). The exceptions are to be notified to the bank and suitable replacements must be provided. The substitute Engineer must be provided a handoff of 1-month duration in Bank's setup.	Please be guided as per RFP
93	10. Cost of Preparation:	20	a. If any information/ data/ particulars are found to be incorrect, Bank will have the right to disqualify/ blacklist the bidder and invoke the Performance Bank Guarantee/Execute the Bid Security Declaration. All communications, correspondence will be only to the authorized signatory of the prime bidder. Any partner/ sub-contractor has to communicate only through the prime bidder. The prime bidder will act as the single point of contact for the Bank.	a. If any information/ data/ particulars are found to be deliberately misrepresented incorrect , Bank will have the right to disqualify/ blacklist the bidder and invoke the Performance Bank Guarantee/Execute the Bid Security Declaration. All communications, correspondence will be only to the authorized signatory of the prime bidder. Any partner/ sub-contractor has to communicate only through the prime bidder. The prime bidder will act as the single point of contact for the Bank.	Please be guided as per RFP

94	10. Cost of Preparation:	20	b. Bank reserves its right to cancel the order even after placing the letter of Intent (LOI)/ Purchase Order, if Bank receives any directions/ orders from Statutory Body/ RBI/ Govt. of India in a nature that binds the Bank not to take the project forward.	b. Bank reserves its right to cancel the order even after placing the letter of Intent (LOI)/ Purchase Order, if Bank receives any directions/ orders from Statutory Body/ RBI/ Govt. of India in a nature that binds the Bank not to take the project forward. In case of the actionable is being held during the course of the project, The Bank has to provide 30 days' notice period and shall pay the Vendor for goods delivered and services rendered till the date of such cancellation.	Please be guided as per RFP
95	12. Bid Security Declaration	21	b. The Bid Security Declaration will be executed if the bidder: i. Fails to honor submitted bid; and/or ii. Withdraws/modify its bid during the period of bid validity; and / or iii. Fails to sign the contract in line with the terms of the RFP; and/or iv. Fails to furnish Performance Bank Guarantee in the in the form and manner to the satisfaction of the Bank; and/or v. Makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information. c. In case of Execution of Bid Security Declaration, the bidder may be suspended for five (5) years from being eligible to submit its bids for any contracts with the Bank. The decision of the Purchaser regarding execution of Bid Security Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances	b. The Bid Security Declaration will be executed if the bidder: i. Fails to honor submitted bid; and/or ii. Withdraws/modify its bid during the period of bid validity; and / or iii. Fails to sign the contract in line with the terms of the RFP; and/or iv. Fails to furnish Performance Bank Guarantee in the in the form and manner to the satisfaction of the Bank; and/or v. Makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information. c. In case of Execution of Bid Security Declaration, the bidder may be suspended for five (5) years from being eligible to submit its bids for any contracts with the Bank. The decision of the Purchaser regarding execution of Bid Security Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances	Please be guided as per RFP
96	13. Performance Bank Guarantee:	21	Within 10 days of execution of contract, the successful bidder has to submit the overall Irrevocable Performance Bank Guarantee (PBG) of 3% of TCO for the due performance of the contract, valid for 66 months with a claim period of further 1 year. It is to be submitted centrally at HO IT Department. In case vender(s) fails to perform the contract or fails to pay the due penalty, if any, as demanded by bank, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.	Within 10 days of execution of contract, the successful bidder has to submit the overall Irrevocable Performance Bank Guarantee (PBG) of 3% of TCO for the due performance of the contract, valid for 66 months with a claim period of further 2 months 1 year . It is to be submitted centrally at HO IT Department. In case vender(s) fails to perform the contract or fails to pay the due penalty, if any, as demanded by bank, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.	Please be guided as per RFP
97	13. Performance Bank Guarantee:	21	d. In the event of the Successful Bidder commits a material breach of the terms and conditions of the contract, Bank shall provide a cure period of 30 days and thereafter invoke the PBG.	d. In the event of the Successful Bidder commits a material breach of the mutually agreed terms and conditions of the contract, Bank shall provide a cure period of 30 days and thereafter invoke the PBG.	Please be guided as per RFP
98	13. Performance Bank Guarantee:	21	e. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank shall provide a cure period of 30 days and thereafter invoke the PBG, if required.	e. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank shall provide a cure period of 30 days and thereafter invoke the PBG, if required.	Please be guided as per RFP
99	13. Performance Bank Guarantee:	21	f. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to the Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default	f. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to the Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default	Please be guided as per RFP
100	13. Performance Bank Guarantee:	21	g. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or misstatement.	g. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or misstatement.	Please be guided as per RFP
101		22	h. The PBG may be discharged / returned by the Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.	h. The PBG may be discharged / returned by the Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.	

102		22	i. If the Performance bank guarantee is not submitted within the stipulated time or within the timeline agreed beyond the stipulated timelines, the Bank reserves the right to cancel the order/ contract and the earnest money deposit taken from the successful bidder, will be forfeited.	i. If the Performance bank guarantee is not submitted within the stipulated time or within the timeline agreed beyond the stipulated timelines, the Bank reserves the right to cancel the order/ contract and the earnest money deposit taken from the successful bidder, will be forfeited.	
103	13. Performance Bank Guarantee:	22	d. Prior to technical evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security declaration, Applicable Law, Performance Bank Guarantee, Eligibility Criteria, will be deemed to be a material deviation.		Please be guided as per RFP
104		28	Bids shall remain valid for 225 (Two Hundred Twenty Five) days after the date of bid opening prescribed by the Bank. The Bank holds the rights to reject a bid valid for a period shorter than 225 days as non-responsive, without any correspondence. In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended.	Bids shall remain valid for 225 (Two Hundred Twenty Five) 90 (ninety) days after the date of bid opening prescribed by the Bank. The Bank holds the rights to reject a bid valid for a period shorter than 225 days as non-responsive, without any correspondence. In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended.	Please be guided as per RFP
105	22. Contract Period:	28	The Contract will be for the period of five years from the date of issuance of PO and thereafter. the contract may be extended/renewed for such further period and on such terms and conditions as decided by the Bank	The Contract will be for the period of five years from the date of issuance of PO and thereafter. the contract may be extended/renewed for such further period and on such terms and conditions as mutually agreed by both parties decided by the Bank	Please be guided as per RFP
106	4. Payment Terms:	42		Requesting customer to modify the payment terms for Hardware, software & its sub component to 90% on Delivery of the Hardware, software & its sub component and Submission of invoice with Proof of Delivery and other documents (after acceptance by the Bank or its nominated third party). and 10% on Successful installation and acceptance of the hardware, Software & its sub component by the PSB. The same will be released after complete solution implementation i.e. AD Solution, AD Manager and Self Service Portal	Please be guided as per RFP
107	5. Confidentiality:	42	The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree: • To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK; • To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original; • To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and • To treat all Information as Confidential Information. • Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the	The bidder/selected bidder Each party must undertake that they shall hold in trust any information received by them <u>which is marked as confidential or can reasonably be construed to confidential under the circumstances ("Information")</u> , under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree: • To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK; • To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original; • To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and • To treat all Information as Confidential Information. • Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict. • The successful Bidder is required to execute a <u>mutual</u> Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Master Contract.	Please be guided as per RFP

			<p>Service(s) as soon as practical after it becomes aware of that conflict.</p> <p>• The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format</p> <p>before or at the time of execution of the Master Contract.</p>	<p><u>The restrictions on disclosure of information shall not apply to any matter which is already available in the public domain; or any disclosures made under law; or is independently developed without access to any information relating to this RFP; or is lawfully obtained or acquired from a third party without a restriction on disclosure.</u></p> <p><u>The confidentiality obligations of the Bidder under this section shall apply mutatis mutandis to PSB in respect of confidential information of the Bidder. The obligations under this section shall remain in full force and effect during the term of the RFP process, the contract and two years thereafter.</u></p>	
108	6. Paying Authority:	43	<p>The payments which is/are inclusive of GST and other taxes, fees etc as per the Payment Schedule covered herein above shall be paid by the Bank. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.</p>	<p>The payments which is/are inclusive of GST and other taxes, fees etc as per the Payment Schedule covered herein above shall be paid by the Bank. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.</p>	Please be guided as per RFP
109	8. Liquidated Damage	43	<p>Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% (One percent) of the contract price per week will be charged for every week's delay in the specified implementation schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. The Bank reserves its right to recover these amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by PUNJAB AND SIND BANK to the bidder, etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force.</p>	<p>Notwithstanding the Bank's right to cancel the order <u>under clause 18 of Part IV of this RFP</u>, liquidated damages at 1% <u>0.5% (Zero point five percent)</u> of the contract price per four weeks' will be charged for every four week's delay in the specified implementation schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. The Bank reserves its right to recover these amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by PUNJAB AND SIND BANK to the bidder <u>under this contract, etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force. The Bank shall not impose any penalty and/or liquidated damages for delay/default not directly and solely attributable to the Vendor.</u></p>	Please be guided as per RFP
110	9. Force Majeure	43	<p>Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.</p>	<p>Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above, <u>and the Bank shall not be excused in any event from timely meeting its payment obligation.</u></p>	Please be guided as per RFP
111	10. Contract Period:	44		<p>The tenure of the Contract will be for the period of five years from the date of issuance of PO and thereafter. the contract may be extended/renewed for such further period, and on such terms and conditions <u>as mutually agreed by both parties decided by the Bank</u></p>	Please be guided as per RFP
112		44	<p>The tenure of the Contract will be for a period of 5 (five) years effective from the date of issuance of PO. However, after the completion of initial period of 5 (five) years, the contract may be extended/renewed for such further period and on such terms and conditions as decided by the Bank. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection</p>	<p>The performance of the selected bidder shall be reviewed every quarter and the Bank <u>parties</u> reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Further, in case of termination, the Bank shall pay to the Vendor for <u>(i) goods delivered and services rendered till the date of termination, (ii) unadjusted investments (iii) third party orders which cannot be cancelled in spite of best efforts by the Bidder, accrued till the date of termination along with (iv) pre-agreed Termination Charges.</u></p>	

113	12. Acceptance Testing:	44	The Bank will carry out the acceptance tests as per Scope of work and deliverables supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test	The Bank will carry out the acceptance tests as per Scope of work and deliverables supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test	Please be guided as per RFP
114	12. Acceptance Testing:	44	As per RFP	Bidder requests addition of the following: Deliverables shall be deemed to be fully and finally accepted by the Bank in the event when the Bank has not submitted its acceptance or rejection response in writing to Vendor within 15 days from the date of installation/commissioning/delivery or when the Bank uses the deliverable in its business, whichever occurs earlier. Parties agree that Vendor shall have 30 days time to correct in case of any rejection by the Bank.	Please be guided as per RFP
115	13. Order Cancellation:	44	The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:	The Bank reserve its right to cancel the order, <u>upon thirty days written notice to the Vendor</u> , in the event of one or more of the following situations <u>occurs and the Vendor fails to remedy such a situation within sixty days from date of notice of such default</u> , that are not occasioned due to reasons solely and directly attributable to the Bank alone. <ul style="list-style-type: none"> • <u>Material</u> Delay in commissioning / implementation / testing beyond the specified period. • Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process. 	Please be guided as per RFP
116	13. Order Cancellation:	44	<ul style="list-style-type: none"> • In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid. 	<ul style="list-style-type: none"> • In case of cancellation of order, any payments made by the Bank <u>in advance</u> to the Vendor <u>for services unutilised</u> would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order <u>and</u> any additional expenditure to be incurred by the Bank to appoint any other Vendor (<u>provided the Vendor's maximum liability under this clause shall be limited to 5% of charges otherwise payable to the Vendor for such portions of order cancelled by the Bank under this clause</u>). This is after repaying the original amount paid. 	Please be guided as per RFP
117		44	<ul style="list-style-type: none"> • Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO. 	<ul style="list-style-type: none"> • Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO. 	
118		44		<u>• In case of any such cancellation, the Bank shall pay the bidder (i) for all services rendered (ii) all goods delivered (iii) unadjusted investments (iv) third party orders which cannot be cancelled in spite of best efforts by the Bidder, accrued till the date of termination along with (v) pre-agreed Termination Charges.</u>	