Request for Proposal

For

E-mail Solution on Cloud

Head Office-IT

Information Technology Department

2nd Floor ,Plot No 151, Sector 44, Gurugram, Haryana, 122003

RFP REF NO: PSB/HOIT/RFP/160/2021-22 dated 03rd July 2021

Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by Punjab and Sind Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by Punjab and Sind Bank, but an invitation for bidder's responses. No contractual obligation on behalf of Punjab and Sind Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of Punjab and Sind Bank and the selected Bidder.

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Bid Control Sheet

Tender Reference No and Title	**PSB/HOIT/RFP/160/2021-22 dated 03rd July 2021** **Request for Proposal (RFP) for Email Solution on Cloud**
Cost of Tender documents	**Rs.20,000.00 (Rupees Twenty Thousand Only)** *#All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognised by DIPP) are exempted from submission of Tender Fee and EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption*
Date of issue of RFP	
Bid Security Declaration	**Rs.50,00,000/- (Rupees Fifty Lakhs only)** *#All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognised by DIPP) are exempted from submission of Tender Fee and EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption.* *Bid Security Declaration is as per* **Annexure E**
Date of commencement of sale of tender document	**03.07.2021 12:00 HRS**
Last date for submission of Pre-bid queries	**09.07.2021(queries must be mailed to** hoit.tenders@psb.co.in **only with the subject "Prebid query for RFP for Email solution on cloud")**
Pre-Bid meeting date /Venue	**15.07.2021 12:00 HRS** **Head Office** **Information Technology Department,** **2nd Floor , Plot No 151, Sector 44,** **Gurugram, Haryana, 122003**
Last Date and Time for receipts of tender bids	**26.07.2021 15:00 HRS**
Opening of Eligibility & Technical bids	**27.07.2021 15:00 HRS**
Opening of Commercial / Price Bid	**Will be informed subsequently to technically Qualified bidders.**

Address of Communication	**Head Office** **Information Technology Department,** **Plot No 151, 2nd Floor, Sector 44,** **Gurugram, Haryana, 122003**
Email address	**Hoit.tenders@psb.co.in**
Contact Telephone	**Nilesh Kanphade , Mob: 9868456224** **Partha Sarathi Das, Mob:9774044797** **Rahul Sinha, Mob: 9717037090**
Bids to be submitted	**In person at as well as electronically:** **PUNJAB AND SIND BANK, Head Office – IT** **Information Technology Department,** **2nd Floor, Plot No 151, Sector 44,** **Gurugram, Haryana, 122003**

**Note:** Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in Haryana under the NI act, the bids will be received till the specified time on next working day and will be opened at 04:30 p.m. Punjab and Sind Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

Part-I

Punjab & Sind Bank (hereinafter referred to as 'PSB' or the 'Bank') is a major Public Sector bank in India. The Bank's Head Office is at 21, Rajendra Place, New Delhi, 110008. The Bank has a national presence through a widespread network of 1531 branches all networked and operational under Centralized Banking Solution on Finacle. It also has a network of more than 1083 ATM(s) spread across the country including onsite and offsite ATMs as well. With more than 110 years of customer services, the Bank has a large satisfied clientele throughout the Country. For enhancing customer convenience levels and overall inter-branch efficiency, the Bank has been a frontrunner in implementing various IT enabled products. Bank has already launched various delivery channels such as Internet Banking, Mobile Banking, UPI and ATMs.

1. Overview

The E-mail Messaging Solution in the Bank on Microsoft Exchange 2010 for 4000 mailboxes has been implemented in 2011 Total users" live mailbox database size is 32 TB . Now, Bank desires to migrate existing email solution to Enterprise Class E-Mail Messaging Solution in a secured cloud with 24x7 availability. The present solution software and hardware and maintenance would be nearing end of contract period. Bank desires to migrate existing email solution to Enterprise Class E-Mail Messaging Solution in cloud with 24x7 availability.

2. Eligibility Criteria

Only those Bidders, who fulfil the following all eligibilities criteria, are eligible to respond to this RFP. Offers received from the bidders who do not fulfil all of the following eligibility criteria are liable to be rejected.

Sl. No.	Criteria	Documents to be submitted
1	The bidder should be a Government Organization/ PSU/ PSE /Public/ Private Limited Company incorporated/ established under Companies Act, 1956/2013 or later and should have been in operation for at least three years as on date of RFP.	Copies of the Certificate of Incorporation. Name of the Company: Date of Registration: CIN No: GST Registration No.
2	Bidder must have minimum annual turnover of Rs. 50 Crore in each of the last three financial years (2017-18, 2018-19 and 2019-20) should also have made operating profit in at least two of the last	Copy of the audited Balance Sheets for the preceding three years (i.e. 2017-18, 2018-19 and 2019-20).

	three previous financial years.	.
3	Bidder should have experience of migrating from on premise Microsoft Exchange of minimum 5000 mail boxes (including history data) into cloud in India and should have experience of maintaining the offered solution (in current bid) for at least one year from implementation of E-mail solution.	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory.
4	Bidder can be any of the following:- i. Bidder is OEM and cloud service provider (CSP) ii. Bidder is OEM but not CSP. In that case, Bidder should have agreement with CSP for at least five years to support product service on cloud. iii. Bidder is CSP but not OEM. In that case, bidder should have agreement with OEM to supply OEM's products and should have back-to-back support agreement for five years. iv. Bidder is neither OEM nor CSP. In that case, bidder should have agreements with OEM and CSP for at least five years to supply OEM's products and product service on cloud for five years.	i. Undertaking from bidder ii. Undertaking from bidder and copy of agreement iii. Undertaking from bidder and copy of agreement iv. Undertaking from bidder and copy of agreement Manufacturer's Authorization Form (MAF) as given in**Annexure – I** is to be provided for Hardware & Software /Cloud computing services.
5	The bidder should not be currently blacklisted by any Central/State Govt. depts./Public Sector Banks / Financial Institutions in India	Self-declaration on company letter head.

6	The Cloud service provider should be certified to be compliant to the following control standards: i. ISO 27001 - Data Center and the cloud services should be certified for the latest version of the standards ii. ISO/IEC 27017:2015 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology iii. ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds. iv. ISO 20000-9-Guidance on the application of ISO/IEC 20000-1 to cloud services	Copy of ISO certificate, valid as on the date of bid submission.
7	Proposed Email Cloud service provider should be MeitY (Govt. of India) empanelled and STQC audit compliant for Public Cloud service offering of PaaS and IaaS. For Public Cloud service offering for SaaS, should be compliant as and when MeitY takes it up for Empanelment.	Copy of Meity empanelment and STQC audit compliance certificate
8	The Cloud Service Provider should have Public Cloud Service for a minimum period of three (3) years in India as on the date of release of this RFP.	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory
9	The proposed Cloud Email solution (Email software along with cloud service provider) is under production with minimum 5000 mailboxes for minimum one scheduled commercial bank for at least 2 full year from date of Go-live.	Copy of Client Certification with name and contact details of signatory
10	The service provider should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company /firm and / or deterrent on continuity of business.	Declaration in the letterhead of the service provider's company to that effect should be submitted.

| 11 | Cloud must be hosted in India including DC and DR in India, no network and data sharing/replication to any data center outside the boundaries of the country shall be done.

All server / applications used for proposed email solution in cloud environment as per the Scope of Work should have DC & DR in India. The services provided should adhere to the latest security Guideline issue by Regulatory Authorities from time to time. | Undertaking on the letterhead of the service provider's company to that effect should be submitted. |

Note:
• Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. The Bank reserves the right to verify /evaluate the claims made by The Bidder independently. Any decision of The Bank in this regard shall be final, conclusive and binding upon the Bidder.
• Scheduled commercial banks do not include small finance banks, payment banks, regional rural banks and cooperative banks.
• Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same solution.
• In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
• In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
• If an agent submits a bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.
• Proposed solution need not be the proposed version of the solution.
• Branches mean bank branches only and exclude extension counters, part-shifted branches and banking correspondents.

INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for Migration of Bank"s E-mail system (Microsoft Exchange ver. 10) on Public Cloud Architecture with e-mail Archival Facility. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank"s discretion.

2. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder"s own risk and may result in rejection of the Bid and for which Punjab and Sind Bank shall not be held responsible.

Photocopies of relevant documents/ certificates duly stamped and signed by authorized person, must be submitted as proof in support of the claims made**.** The Bank reserves the right to verify/ evaluate the claims made by the Bidder independently. The decision of the Bank in this regard shall be final, conclusive, and binding upon the Bidder.

1.1 Cost of Tender

The tender document is required to be downloaded from the Bank's official website www.psbindia.com. The bidder is required to submit a non-refundable fee as mentioned in Key-Information by way of **NEFT only in favour of PUNJAB & SIND BANK A/c 15091100000216 , IFSC : PSIB0021509, Branch : Sector 44, Gurgaon** ,before submission of the complete bid, failing which the bid of the concerned Bidder will be rejected. It may be noted that amount will not be refunded to any prospective bidder under any circumstances including cancellation of RFP. The softcopy will also be available at the Bank's authorized e-Tendering website: https://psb.eproc.in

1.2   Language of the Bid

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Bank shall be in English language only.

1.3   Bid Currency & Price Structure

Prices shall be expressed in the Indian Rupees only. Further, the bidder must quote price exclusive of all applicable taxes and duties. The cost will not depend on any variation in dollar exchange rate/ change in tax structure.

1.4 Authorized Signatory /Personnel

The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization must sign the Bid. The designated personnel should have the POA clearly mentioning his / her authority to sign the bid on behalf on company be authorized by a senior official of the Organization having such authority to do so. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

1.5 Two Bid System

a. The bidder shall submit his response to the present RFP Document separately in two parts – "The Technical Bid" and 'Indicative Commercial bid'. Technical Bid will contain complete product specifications as per the specified standard determined by the bank whereas Commercial bid will contain the pricing information. In the first stage, only the Technical Bids shall be opened and evaluated as per the Eligibility criterion determined by the Bank. Those bidders satisfying the technical requirements as determined by the Bank in its absolute discretion shall be short-listed for opening their indicative commercial bid. Bidders should note that the indicative commercial bid is only for the purpose of finalizing the base price for reverse auction. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.

b. The Bank reserves the right to accept or not to accept any bid or to reject a particular bid at its sole   discretion without assigning any reason whatsoever.

c. Bid documents shall be submitted in a Single sealed envelope, including Bid Security declaration and other required documents as mentioned in the RFP Document and a separate sealed envelope containing indicative commercial bid, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. Bid document should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted Bid Documents should be serially numbered and the Bidder's seal duly affixed with the Signature of the Authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.

d. The Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections, or alterations in the Bids. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in.

1.6 Formation of Bid

1. The technical bid should be submitted in a single hard-bound file. No loose page should be submitted.

2. All pages of the Bid Document must be serially numbered, and each page must be manually/ physically signed by the authorized signatory and stamped by Bidder's Official seal. No document should contain photocopy/ stamp of the sign.

3. The Entire bid document must be signed by a Single **Authorized Signatory** Only. If Bank seeks any clarification during the evaluation, the clarification documents should also be signed by the same authorized signatory who has signed the bid documents.

4. All Annexures must be on the letter head of the Bidder. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be accepted).

5. All third party documents must be signed by their authorized signatory and his/ her designation, Official E-mail ID and Mobile no. should also be evident.

6. All supporting documents must be submitted in readable form.

The Bid should be properly sealed and marked as **"Bid for Email solution on cloud"**, Tender Reference Number, Bidder's name and address.

The Technical Bid shall contain the following documents: -

S.No.	Documents
1	Tender Covering Letter as per **Annexure-A**
2	Compliance to Minimum Eligibility Criteria as per **Annexure-B** (please ensure that all related documents to Minimum Eligibility criteria have been attached)
3	Technical Bill of material **Annexure-C**
4	General details of bidder as per **Annexure-D**
5	Bid Security declaration as per **Annexure-E**
6	Masked Commercial format **Annexure-F**
7	Indicative Commercial Bid format **Annexure-G**
8	Declaration-Cum-Undertaking regarding compliance with all statutory requirements **Annexure-H**
9	MANUFACTURERS' AUTHORIZATION FORM (MAF) **Annexure-I**
10	Performance Bank Guarantee FORMAT **Annexure-J**
11	Pre contract Integrity Pact **Annexure-K**
12	Acceptance of the terms and conditions of RFP **Annexure-L**
13	Undertaking for Non-Blacklisting / Non-Debarment **Annexure-M**

14	Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws **Annexure-N**
15	Non-disclosure agreement **Annexure-O**
16	Another Sealed Envelope containing Indicative commercial Bid as per **Annexure-G** duly labeled as ``Indicative Commercial Bid" and Tender Reference No., Name of the Bidder.
17	Duly signed and stamped Price Masked Commercial Bid – **Annexure- F**
18	Power of Attorney on non-judicial stamp paper of Rs. 100/- for authorizing official for signing the Bid
19	Any other document indicating the features of the products.
20	Duly signed and stamped copy of RFP & Addendum to be submitted along with Technical Bid.
21	Integrity Pact As per **Annexure-k** (To be stamped on Rs.100 non-judicial stamp paper).
22	Any other documents as specified in the RFP.

Note: All Claims made by the Bidder will have to be backed by documentary evidence.

1.7 Submission of bid

The Bank expects the bidders to carefully examine all instructions, terms and conditions mentioned in this RFP document before submitting its unconditional compliance as part of the RFP. Failure to furnish all information required or submission of an RFP not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of its response.

A complete Bid with all supporting documents, duly sealed should be submitted, in person as well as electronically as mentioned in KEY-INFORMATION of this document, on or before the last Date and Time for bid submission at the address mentioned below. Kindly also note that hard Copy of Technical Bid will be received/ accepted only after successful submission of Bid electronically.

Punjab & Sind Bank
Head Office Information Technology Department
2nd Floor, Plot No. 151, Institutional Area, Sector 44, Gurugram-122003.

Any other mode of submission, e.g. by courier, fax, e-mail etc. and submission of bid at any other place will not be accepted/considered.

Bids will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the specified date, time and place of bid opening. All bidders are

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advised to be present at the time of bid opening. No separate intimation will be given in this regard.

1.8 Cost of Preparation

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

1. 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/ initiate legal proceedings as per the terms of 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.
2. 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.
3. Please note that any deviations mentioned anywhere in the Bid Document will not be considered and evaluated by the Bank and the bid will be summarily rejected and no further clarification will be sought. Bank reserve the right to reject the bid if bid is not submitted in proper format as per RFP.

1.9 Late bids
Bank will not accept/ receive any bid after the due date and time (for receipt of bids as prescribed in this RFP) in any circumstances. Bidders are advised to take a note of it.

Bid Securing Declaration:

The Bidders shall submit a Bid Securing Declaration (as per **Annexure E**) in a sealed envelope.

a. In case the Bid Securing Declaration is not received within the stipulated time then bank reserves the right to forthwith and summarily reject the Proposal of Bidder without providing any opportunity for any further correspondence by the Bidder.

b. The Bid Securing Declaration will be executed if the bidder:

i.	Fails to honor submitted bid; and/or
ii.	If the Bidder withdraws 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 format as per Annexure; and/or
v.	Fails to sign the contract and submit the Performance Bank Guarantee within 30 days of acceptance of Purchase Order; and/or
vi.	If the Bidder 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.
vii.	In case of shortlisted bidder does not participate in the reverse auction at least by way of logging in and/or

viii.   The decision of the Bank regarding execution of Bid Securing Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

1.10 Performance Bank Guarantee

The successful bidder has to submit the overall Irrevocable Performance Bank Guarantee (PBG) of 3% of Total cost of Ownership from any Scheduled Commercial Bank except Cooperative Bank and RRB for the due performance of the contract, valid for 63 months with a claim period of further 1 year. It is to be submitted centrally at HO IT Department within 10 days from the letter of selection. Bank will review internally the cost of purchase orders placed and its coverage any time during contract period and bidder/vendor has to submit additional irrevocable Performance Bank Guaranty on demand of bank within 10 days. 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.

1.11 Erasures or Alterations

The Bid shall contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially/conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

1.12 Opening of bids

Technical Bid offer will be opened on the date and time mentioned in the RFP **'Key-Information'** in the presence of the representatives of prospective Bidders having authorized letter on behalf of company who choose to attend the opening of said bids. No separate intimation will be given in this regard.

1.13 Evaluation Process of the Bids

The Evaluation will be a Three-stage process:

1. Eligibility Criteria Evaluation - (Mandatory to meet by each of the prospective bidders)

2. Technical Evaluation (For the bidders who have found eligible in Eligibility Criteria Evaluation)

3. Indicative Commercial Evaluation- (For technically qualified Bidders)

The evaluation by the Bank will be undertaken by a committee of internal Bank officials and may include Consultant.

The decision of Bank's Committee shall be considered final.

1.13.1 Preliminary Scrutiny

The scoring will be 100% compliance to the technical requirements of the Bank.
   a. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
   b. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
   c. The Bank will first examine whether the Bid and the Bidder is eligible in terms of Eligibility Criteria. The bids not meeting the Minimum Eligibility Criteria shall not be considered for further evaluation.
   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.
   e. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
   f. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

1.13.2 Clarification of bids

To assist in the scrutiny, evaluation and comparison of offers/ bids, the Bank may, at its sole discretion, ask some or all Bidders for clarification of their offer/ bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or

substance of the bid shall be sought, offered or permitted. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

As per scope of this RFP, sub-contracting is not permitted other than mentioned in eligibility criteria no 4.

1.13.3 Technical evaluation
The technical bids shall be evaluated by a committee of experts for the following: -

    i.   Compliance of Minimum eligibility criteria
    ii.   Receipt of all/ complete documents/ information/ undertakings etc.
    iii.   Compliance of technical specifications of the products quoted.
    iv.   Adherence to support set up requirements.

Bank may, if it deems necessary, ask for presentations of the bidder or site visits of their facilities to assess and satisfy itself on manufacturing/ supply chain and support capabilities of the bidders.

1.13.4 Normalization of bids
The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short listed Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

1.13.5 Commercial Evaluation

The commercial bid evaluation will be carried out by opening sealed indicative commercial bids. After that, based on the indicative commercial bids, reverse auction will be conducted. Post reverse auction, the bidders with the lowest commercial proposals will be designated as L1.

1.13.6 Reverse Auction

The Bank shall conduct Reverse Auction on total cost of ownership of the project and the price so obtained after closure of Reverse Auction shall be considered for Commercial Evaluation. Bidders have to submit final itemized price to the Bank within 48 hours of closure of Reverse Auction process.

In case any technically qualified bidder does not take part in reverse auction, then he will not be considered for commercial evaluation. Here, participation in reverse auction means at least submission of one bid in Reverse Auction Process. Only login for RA shall not be considered for Commercial Evaluation of the bid.

The procedure of reverse auction will be notified to the shortlisted bidders separately.

The Reverse Auction process will be conducted online through Bank's authorized e-Tendering Service Provider M/s C1 India Pvt. Ltd through website: **https://psb.eproc.in.** Documents of reverse auction (RA) will be provided to shortlisted bidders before RA.

In case of any clarification/ queries regarding Reverse Auction Process, Bidders may reach out to:

Email: psbsupport@c1india.com Ph: 0124-4302033/36/37

1.13.7 Business Rules for Reverse Auctions (will be provided at the time of reverse auction: Applicability

Reverse auctions are carried out under the framework of rules that are called Business Rules.

1. All bidders participating in reverse auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format **"Compliance for Reverse Auction".**
2. Any bidder not willing to submit such an undertaking shall be disqualified and bid will be rejected.

1.13.8 Compliance/Confirmation from Bidder
The bidders participating in reverse auction shall submit the following documents duly signed by the same Competent Authority who signs the offer/Bid document in response to the RFP:

Acceptance of Business Rules for Reverse Auction and undertaking as per format in: **Compliance for Reverse Auction**.

1.13.9 Training to bidders:
1. The Bank may facilitate training for participation in reverse auction either on its own or through the service provider for the reverse auction.
2. On request where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with reverse auction process.
3. Any bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any request / complaint / grievance later at any stage.
4. Each bidder shall participate in the training at his / their own cost.
5. The venue, date, time etc. for training in reverse auction shall be advised at the appropriate time.
6. No request for postponement/fixing of training date/time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

1.13.10   Date/time of reverse auction

1. The date and time of commencement of reverse auction as also duration of 'Reverse Auction Time' shall be communicated at least 4 working Days prior to such auction date.
2. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

1.13.11   Conduct of Reverse Auction
1. The reverse auction shall be conducted on a specific web portal meant for this purpose.
2. The reverse auction may be conducted by the bank itself or through a service provider specifically identified/appointed/empaneled by the bank.

1.13.12   Transparency in Bids
All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

1.13.13   Masking of Names
1. Names of bidders shall be masked in the Reverse Auction process and bidders will be given suitable dummy names.
2. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

1.13.14   Start Price
Reverse Auction process shall commence at and after electronically loading the "START-UP PRICE" on the basis of lowest TCO arrived at after evaluation of commercial bids or lesser than the lowest TCO arrived at as evaluated by the Bank.

1.13.15   Decremented Bid Value
1. The bidders shall be able to bid only at a specified decrement value or multiple thereof and not at any other fractions. The Bid decrement value for each line item or for composite value shall be decided by the Competent Authority depending upon the nature and the value of equipment being procured.
2. For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level.)

1.13.16   Reverse Auction Process
1. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction or in multiple Reverse Auctions by splitting the items of bill of material in different lots.

2. The Bank shall, however, be entitled to cancel the Reverse Auction process, if in its view procurement or Reverse Auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

3. The successful bidder shall be obliged to provide a commercial/ bid **(ANNEXURE-G)** at the last bid price at the close of auction.

4. If Reverse Auction is failed due to non-participation or non-bidding of all eligible bidders, the Bank has right to conduct reverse auction again or scrap the tender.

1.13.17 Changes in Business Rules

1. Any change in Business Rules as may become emergent and based on the experience gained may be made by the Bank.

2. Any/all changes made in Business Rules shall be uploaded in the Website of the Bank https://www.psbindia.com immediately.

3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder participating in the Reverse Auction and his concurrence to/ acceptance of the change shall be obtained in writing by the Bank.

1.13.18 Don'ts applicable to the Bidders

1. No bidder shall involve itself or any of its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidders concerned from the e-Procurement process.

2. Bidder shall not disclose details of bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.

3. Neither Bank nor service provider/ auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, network failure, Loss of electronic information, power interruptions, UPS failure, etc. at bidders' place.

1.13.19 Errors and omissions:

On any issue or area of material concern respecting e-Procurement not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.

L1 bidder would be determined based on the total cost of ownership **Annexure- G.**

1.14 Address for Submission of Bid and communication

The bidder is required to submit the bids in **person as well as electronically** as mentioned in the Key-Information. Along with electronic bids, bids required to be submitted offline as mentioned in the section 1.6 (Submission of bids). Offers should be addressed to the following office at the address given below:

Deputy General Manager (IT)

Punjab & Sind Bank
Head office Information Technology Department
2nd Floor, Plot No. 151, Sector 44, Gurugram 122003

1.15 No commitment to accept lowest or any bid

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete at any stage.

Bank reserves the right to make changes in the terms and conditions of purchase. Bank will be under no obligation to have discussions with any bidder, and/or entertain any representation.

1.16 Right to Accept Any Bid And To Reject Any Or All Bids / Cancellation Of Tender Process

PUNJAB & SIND BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of Punjab & Sind Bank in this regard shall be final, conclusive, and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily rejected by the Bank and no further correspondence would be entertained in this regard. Bank further reserves the right to amend, rescind, reissue, or cancel this RFP and all amendments will be advised to the Bidder and such amendments will be binding upon them. The Bank also reserves its right to accept, reject or cancel any or all responses to this RFP without assigning any reason whatsoever. Further, please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Punjab & Sind Bank and the Vendor.

1.17 Correction of Errors with respect to submission of Commercial Bid after RA

Bidders are advised to exercise greatest care in entering the pricing figures. No corrigenda or requests for prices to be corrected will be entertained after the bids are opened. If there are any corrections in the bid document, the authorized signatory should initial them all, failing which the figures for such item shall not be considered. Discrepancies in bids will be corrected as follows:
- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail.

- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.

The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding.

Based on the Bank's requirements as listed in this document, the bidder should identify and offer the best-suited solution / bill of material for the product that would meet the Bank's requirements and quote for the same.

During Tender process, if any event of conflict arises between the content of the Annexures submitted by bidders and the main body of RFP, then the content of main RFP shall prevail/ applicable.

1.18 Soft copy of tender document
The soft copy of the tender document will be made available on the Bank's website https://psbindia.com, https://psb.eproc.in & on Govt Site (e-Publishing). However, the Bank shall not be held responsible in any way, for any errors / omissions /mistakes in the downloaded copy.

1.19 Bid validity period
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.

A Bidder acceding to the request will neither be required nor be permitted to modify its bid. A Bidder may refuse the request without forfeiting its bid security. In any case the bid security of the Bidders will be returned after completion of the process.

1.20 Pre-bid meeting

For clarification of doubts of the prospective bidders on issues related to this RFP, the Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP in **Key-Information**.

For any clarification with respect to this RFP, the bidder may send an email to hoit.tenders@psb.co.in by last date of submission of queries as defined in **Key-Information** in this document**. The format to be used for seeking clarification is mentioned in Annexure-XII (Pre-bid Query Format).** It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the email-id as stated earlier.

Only two authorized representatives from each of the prospective bidders will be allowed to attend the meeting.

Online Link for Pre Bid meeting:
Pre Bid Meeting for RFP/HOIT/RFP/153/2020-21 hosted by ho.it
Xxxday, 12:00 PM - 2:00 PM Xxxday, Xxx xx 2021 (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi

Meeting Link:
https://punjabandsindbank.webex.com/punjabandsindbank/j.php?MTID=m1f426d59c3a10 2bcf22e63efcc515bd0

Meeting Number: XXXXX

Meeting Password: XXXXX

Host Key: XXXXX

Award of contract

Following evaluation, a contract may be awarded to the bidder whose bid meets the requirements of this RFP and provides the best value to the Bank from commercial point of view after Reverse Auction.

The Bank reserves the right to award the contract in whole or in part. The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Deputy General Manager (IT) at the address given in this RFP.

1.21 Contract Period

The Contract will be for the period of five years from the date of acceptance of PO and thereafter extendable up to 12 months on mutually acceptable basis maximum of two times, at the same term and conditions.

1.22 Signing of contract
The successful bidder(s) shall be required to enter into a contract with the Bank within thirty (30) days of the award of the work or within such extended period, as may be specified by Bank. This contract shall be based on this RFP document (read with addendums/ Corrigendum/Clarifications), LOI, Purchase Order and such other terms and conditions as may be determined by Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid.
However, the terms and conditions of purchase order and RFP shall constitute a binding contract till such a contract is issued.

PART-IV

Bidder has to comply with all the given requirements of <u>scope of work</u> under this Part – IV. Bidder has to mark "Yes" as compliance to each point mentioned below. Non-Compliance / Partial Compliance to any of this solution/requirement is not accepted to the Bank and will be liable for rejection.

The E-mail Messaging Solution in the Bank on Microsoft Exchange 2010 for 4000 mailboxes has been implemented in 2011. Bank desires to migrate existing email solution to Enterprise Class E-Mail Messaging Solution in a secured cloud with 24x7 availability. Bank desires to migrate existing email solution to Enterprise Class E-Mail Messaging Solution in Public cloud with 24x7 availability.

Current email setup details

• Bank is currently using Microsoft Exchange 2010 email solution hosted at Data Centers of the Bank.

• Currently Bank have 4000 active mailboxes. The total data size of email solution is around 32TB which includes mail box and journal data.

• Bank is using McAfee email protection suite for it's email security.

• Bank has not implemented any Bulk Mailing Solution.

• The public domain i.e. psb.co.in is managed by Bank's current System Integrator and ownership lies with the bank. Bank intends to migrate the current Email solution to Enterprise Class E-Mail Messaging Solution in secured public cloud with 24x7 availability. Bidder is required to migrate and archive all the existing mails and data.

The main role and responsibility of successful bidder in the proposed engagement would be as follows:

- Planning, Assessment, Set up, Migrating and maintenance of mail cloud services subscribed by bank.
- Standard professional help desk should be available for Cloud E-Mail service for 24x7*365 through which all queries of Bank's staff has to be resolved remotely.
- As per banks requirement, bidder may have to Set up and maintenance of Help Desk FM service for 1 dedicated resource at vendors premises / Bank premise in a shift (10:00AM to 7:00 PM). Its totally banks discretion to avail the facility management service.
- Planning and Execution of End User Awareness and Adoption Program.

Details Scope of work with technical requirements for E-mail solution hosted in public cloud as mentioned below

Technical requirement for proposed Cloud Service as a SaaS solution by the bidder

4.1 The infrastructure should be offered as public cloud-based software as a service. DC & DR set up must comply with all Indian regulatory guidelines defined for providing cloud-based services in India.

4.2 Cloud must be hosted in India **including DC and DR** in India, no network and data sharing/replication to any data centre outside the boundaries of the country. The bidder/successful bidder will be bound by Indian law and Indian IT Law. No data in any circumstances should be shared / copied / transmitted without Bank"s consent / written permission of the Bank and it should be as per the Indian IT Law.

All server / applications used for proposed email solution in cloud environment as per the Scope of Work should have DC & DR in India.

4.3 A :The Cloud service provider should be certified to be compliant to the following control standards:

- **ISO 27001** – Data Centre and the cloud services should be certified for the latest version of the standards
- **ISO/IEC 27017:2015** – Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology.
- **ISO 27018** – Code of practice for protection of personally identifiable information (PII) in public clouds.
- **ISO 20000-9**-Guidance on the application of ISO/IEC 20000-1 to cloud services

B: Email solution offered should be compliant to RBI guidelines/other regulatory issued time to time.

Technical requirement for Email Client

4.4 At present, Bank is using Microsoft outlook software as client to access email on active sync mode. The proposed email solution should be compatible and capable to be operated with the same present software, so that users can access emails without any change.

a. Bidder has to supply new client tool in at least 10,500 desktop/laptops, to make access of the proposed e-mail solution, convenient for the user throughout the contract period. However, the purchase of the client software) will be at the sole discretion of the Bank and the decision for the same will be taken by the Bank

whenever it is felt necessary by the Bank. Any decision of the Bank in this regard will be final and binding upon the selected bidder.

4.5 The proposed email solution and client software tool should have road map for more than two years beyond the contract period i.e. total 7 years of life span and should not meet end of life / end of support during the period. If the end of life / end of support announced by the OEM during the period, bidder has to replace the software with the equivalent / better capability of licensed e-mail software and client applications without any additional cost to the Bank.

4.6 The proposed cloud base productivity suite must be IPv6 Compliant with dual stack compatibility. Subsequent migration to IPv6 to be done without any additional cost to Bank.

4.7 An email solution to be accessible over multiple devices (Minimum 4 devices per user like Tablets, Mobile Phones, Laptops, Desktops etc.) on two factor authentication & device code authentication. All the devices should be in Sync. Solution should have following features:

- Meeting/Calendar/Task list
- Email clients should be accessible over web browsers
- Email archiving and advanced security solutions

Technical requirement for proposed Email solution on public cloud

4.8 Solution should compatible and be capable for integrating, with the Bank's present solutions/applications Active Directory/AD federation Services which should be done by the vendor without any additional charges to bank.

4.9 Solution must be having Message broadcasting feature (One to Many, Many to many).

4.10 Solution should have inbuilt Anti-spam/Malware and any other such type of threats control.

4.11 If Indian government demand is received for any data, the process mentioned below has to be followed:

- Disclosure of data of any kind on legal/statutory compulsion should be done only after obtaining concurrence from the Bank.
- Resist illicit demands that are invalid which are not permitted by the Indian Government or Indian IT Law or any other Indian Regulatory Authorities.

4.12 Solution (Cloud) must have Production and Disaster recovery site (replica of production) with Active-Passive deployment has to be maintained in India.

4.13 Records pertaining to at least 10 years of mail and data including attachments must be available in the proposed solution with the facility of archival / retrieval at any time as requested by the Bank, during the contract period. The bidder should have capability of storing data for a period of 10 years which will be required if contract is renewed after completion of initial contract period. However, in case of non-extension of contract period, the bidder shall hand-over the archived data to Bank/new E-mail service provider.

4.14 Solution should have the capability of sending to Bulk mails/promotional emails to users, customers and potential customers. Bulk mail will be required to be sent as and when required.

4.15 Solution should be able to support multiple domains on single application.

4.16 Solution should have capability to Create Mailing Lists, access Control Level etc. and should have the ability to control Attachment size, type and extension, etc.

4.17 The proposed mail solution should provide the administrators web-based user management facility, which should be comprehensive and the Administrator's console should be modern, auto upgradable and with full security features.

4.18 Solution should have capability for Mail Queue management / Priority Management through e-mail client and should handle SMTP Secured connection.

4.19 Solution should provide access from Mobile devices/Mobile Apps with real time syncing of mails between all the access points and should support third party email clients.

4.20 Solution should provide access to same mailbox to 25 persons at a time.

4.21 Solution should provide functionality for Self-password reset/Password Management with support to multi factor authentication. The proposed cloud base e-mail solution should support two factor authentications like OTP and a Token base authentication with email login password.

4.22 Solution should have capability to provide Alerts and monitoring interface and solution support Remote Administration for administrators.

4.23 Solution should have Data Loss Prevention (DLP) capabilities: Keeping organization safe from users mistakenly sending sensitive information to

unauthorized people. Three categories of actions : a) Block sensitive content mail from being sent based on policies b) Rights-protect sensitive mails at server before sending to recipients based on admin policies c) Provide Policy Tips to users to inform policy violations before sensitive data is sent.

4.24 Solution should have Capability to integrate with the authentication servers (LDAP/ADFS etc.) and Integration with applications using API.

4.25 Solution should have Capability to send and receive authenticated and encrypted emails and archived mail backup and restoration at user level.

4.26 The proposed Mail Messaging OEM application should be an enterprise class, commercially available solution and should have a version history and published future roadmap for next 5 years.

4.27 Solution should have Support to mark/filter Spam/Junk mail management to Administrators and end users.

4.28 Solution should allow end-user to remotely wipe data from mobile devices with or without Administrator intervention.

4.29 Solution should have Ability to open/edit/download documents/spread sheets/presentations on mobile devices (iOS, Android, Windows etc.) as attachments in email.

4.30 Solution should have Rich features e.g. mail search, calendar and Task Management, Reminders from all types of clients-thick/fat, thin browser clients.

4.31 Solution should have Ability for users to protect mail and document attachments to limit forward/print/copy.

4.32 Solution should have the facility to automatically move non-important (as defined by the Bank) mails to separate folders to help reduce clutter in the mailbox.

4.33 The proposed messaging solution on cloud should provide high availability and load Balancing and Disaster Recovery capability.

4.34 The proposed messaging solution on cloud should support recalling/resending of messages sent and also should notify the user on the success or failure of the message recall. This facility should be available to users and administrators.

4.35 The proposed messaging solution on cloud should support standard protocols like POP3/IMAP/HTTP and SMTP /MIME over normal and secure channels. The email solution should support Mail clients having the following features viz. POP3,IMAP, LDAP, SMTP

4.36 Should be capable of administration through a single window interface to provide server level control and configuration of the messaging system for all servers including:

- Create / rename / delete mail accounts
- Reset / set user passwords for both Directory & Messaging platform
- List all users in the messaging system
- Search for a user and modification of user object attributes
- Enable / disable user accounts
- Change delegated administration passwords
- Add alias e-mail address for a user
- Create transport rule as per requirement.
- Ability to see and export all type of logs like mail tracking logs, audit logs etc.

4.37 The proposed messaging solution on cloud should be able to detect and clean Virus, malware, spyware, gray ware, Trojan, worm, document exploits, macro virus, packed files, manage web reputation, spam, phishing, mails, attachment blocking, content filtering i.e. Antivirus Software on Servers, Antivirus Scan on Mail Routing/transport Servers for within domain mails.

4.38 The administrators should be able to check service health, user requests like password reset all from mobile apps. The solution should offer multi factor authentication for users.

4.39 The infrastructure should be offered as a cloud based software as a service (SaaS).

4.40 The email along with archives and individual file storage should be hosted in India for primary and secondary copies.

4.41 The cloud infrastructure should have presence in at least 2 cities in India.

4.42 The solution should be encrypting data both at rest and encryption in transit with SSL/TLS.

4.43 For lost mobile devices, users should be able to erase all content from within the web mail client without requiring IT admin assistance.

4.44 There should be a centralized e-discovery mechanism to find information from mail, group conversations, chat transcripts and documents stored on document libraries from single compliance portal

4.45 Compliance manager should be able to apply legal hold policy on mail or documents in document libraries

4.46 The Service uptime agreement for the proposed solution should have monthly uptime commitments and have transparent monthly credit calculations in case of uptime not being met for any service/s.

4.47 The same Service Level Agreement should be applicable to all included or related services or components that is required for the solution to be contracted for the requirement

4.48 The proposed solution should not mandate any minimum number of users for any service uptime calculations

4.49 The proposed solution should also have Service level commitments for virus detection and blocking, spam effectiveness, false positives as well as email delivery.

4.50 The solution should have a full rich client as well as browser based access and a default app to access mails and data across all channels to be in sync.

4.51 The Enterprise email messaging system must provide seamless and secure web access via popular Internet browsers (Internet Explorer, Mozilla Firefox, Safari), and the user interface and experience must be consistent across the web interface and the email client, as well as the modern mobile devices" internet browsers or mobile mail apps

4.52 The solution should support all widely used email clients such as MS Outlook, Mozilla Thunderbird, IBM Lotus Notes etc.

4.53 The solution should provide mobile apps for iOS, Android and Windows Phones as well as give an option to users to use the default third party applications.

4.54 Should provide in-built antivirus and anti-spam functionality to filter suspicious, unwanted emails. The security solution should provide a console to administrators for monitoring.

4.55 Should have built in Capability to manage Mailboxes, use existing Data Loss Prevention Policies templates, Org-wide rules, Distribution Groups, External Contacts in service administration portal. The ability to send/receive encrypted emails. Additional feature of digital signature and encrypting e-mails shall be in built in the solution.

4.56 Should provide out of box archive solution without need for 3rd party integration.

4.57 License and Support for 3rd party add on components (if any) to meet the requirements listed, to be provided by bidder for the entire contract period.

4.58 Ability to provide different mailbox sizes to users based on their roles/categories/designation.

4.59 An administrator console to implement/manage/change organization level archival, retention and Backup policies.

4.60 Users should be able to use conditional formatting/filtering to automatically /manually arrange emails based on sender, subject, recipients, status, importance etc.

4.61 Should support conditional mail routing for different email domains

4.62 Support multiple mailbox search capability to Administrators

4.63 Warn users if the recipient is outside the organization prior to sending a mail

4.64 Warn a user if the mail is missing an attachment prior to sending a mail

4.65 The solution should have Right Management or equivalent Capability to Read mail which are protected by built in Right Management capabilities.

4.66 Solution should have the mailbox audit feature for all users should be enabled immediate upon creation on cloud. Audit Logs should be preserved for at least 90 days in online & 10 years for offline as per Bank"s data retention policy.

4.67 The messaging system should have antivirus, anti-spam scanning in gateway level.

4.68 It should have digital signatures. If required, Bidder should provide digital signatures for email security & RMS solution as mentioned in the Scope of Work and Technical BOM.

4.69 It should have tolls for message tracking and monitoring management.

4.70 It should provide mail authentication protocols to be used for logon and validation process. Clear and plain text authentication of users should not be permitted.

4.71 It should support integration with PKI services.

4.72 It should have to access email from mobile phones.

4.73 It should have multiple address book.

4.74 It should support for filtering and grouping of addresses into multiple virtual address books depending on attributes defined in the filters.

4.75 It should have ability to move mailboxes using menu driven options. Mail boxes maintenance & management can be done using menu driven options by the administrator.

4.76 It should support SMTP as default messaging protocol for mail transfer for internet.

4.77 It should have support for multiple domains over the internet. At present Bank is having only 1 domain (www.psb.co.in), however, solution should support multiple domains, if required.

4.78 It should have support for standards like MIME/SMIME on client & web access.

4.79 It should have routing engine like ESMTP.

4.80 It should have mail access using web browser.

4.81 It should support aliases e-mail addresses.

4.82 It should have ability to use Indian local language i.e. Unicode compliant.

4.83 It should have ability to spell check
4.84 It should have ability to store messages in draft for later sending

4.85 It should have ability to use address book global and local from compose screen.

4.86 It should have ability to add auto signature (VCF)

4.87 It should have ability to save message in sent folders

4.88 It should have ability to mark a copy to self during composing

4.89 It should support message displaying capabilities-messages sent OR Failed-If Failed Reason

4.90 It should have ability to compose HTML messages.

4.91 It should have ability to compose in Rich Edit Form

4.92 Options in Folders should be Inbox, Draft, Sent, Trash by Default

4.93 It should support for User Created Folders

4.94 It should have create, rename, delete, user created folders

4.95 It should have ability to Empty Trash.

4.96 It should have support to visualize summary of Folders Based on New / Total Messages.

4.97 It should have filter rules for users based on Sender / Recipient subject etc.

4.98 Filter Rules should be case sensitive

4.99 It should support Priority on Filters.

4.100 It should support PKI services for all clients (such as mail client, web, and mobile devices) and should provide infrastructure to enable Mail messaging (S/MIME) capability and integration with messaging system.

4.101 Should provide support for POP3, IMAP4, SMTP, NNTP & HTTP based protocols.

4.102 Messaging Server should support cHTML, XHTML, and HTML mobile phone browser.

4.103 Policy based management should provide for centralized, targeted control over user settings, so a change in one place can update users in any scope from an individual to a group or to an entire organization.

4.104 It should have Anti-Spam and Filtering Functionalities.

4.105 Messaging server should be capable of implementing Private Blacklist, Private Whitelists and DNS Whitelists

4.106 It should support S-MIME browser access of email.

4.107 The solution should support remote browser-based administration for the email administration.

4.108 Users should be able to share their calendar information with others, enabling users to view multiple calendars simultaneously.

4.109 It should be possible for contacts from the Global Address List (Shared company directory) to be added to personal contact. It should be also possible for Contacts in Messaging server to be directly synchronized to Pocket PC Client.

4.110 Messaging Client and Server should support Mail / Multipurpose Internet Mail Extensions (S-MIME), enabling users to digitally sign and encrypt e-mails and

attachments.

4.111 There should be feature for sent messages to be recalled by the sender.

4.112 Any unread message in the recipient's mailbox should be automatically deleted and replaced with another message, and an acknowledgement of recall success or failure is returned to the sender.

4.113 Messaging client working with sever should have a feature for adding voting buttons.

4.114 It should support web access to mail.

4.115 User should be able to select the priority of the follow-up (low, normal, urgent), indicated by a flag in the inbox. Additionally, user should be capable of setting an alarm as a reminder of a follow-up action, like marking an e-mail for follow-up.

4.116 It should support viewing of file attachments from within message in mail client.

4.117 Should allow the user to move to the next or previous message without having to return to the inbox view.

4.118 The software should allow the user to create to-do items that can be assigned to another user or group of users.

4.119 The browser email software should provide caching of certain static data, like a e-mail form, so that the browser needs to bring down data only once, instead of requesting the same data from the server each time.

4.120 Browser based software should use compression techniques in order to reduce the network bandwidth consumption and thus, improve client performance on high-latency networks or dial-up connections.

4.121 Browser software should support basic authentication, session authentication, active content filtering, additionally it should be designed to work well with supported proxy servers and virtual private network solutions.

4.122 Software should be able to send encrypted messages, signed messages and also capable of verifying the digital signature directly from the browser interface.

4.123 Users should be able to take advantage of web mail Redirect to access their mail without knowing the full names of their mail files or mail servers.

4.124 Should provide support for group collaboration, calendaring, scheduling. Should

provide support for collaborative development and support for workflow scenarios and web services.

4.125 The messaging software should support automatic message routing for messaging architecture with multiple routes, and mails should be delivered using the most direct route by default.

4.126 The messaging software should also have features to enable administrators to configure schedule and priority of messages to optimize bandwidth usage.

4.127 The messaging software should support configuration of different Out Of Office message to be sent to external recipients.

4.128 The messaging software should support configuring and scheduling Out of Office to end and begin on different dates.

4.129 The messaging system should support scriptable command line sheels for automation, batching and reporting.

4.130 The messaging system should support search of multiple mailboxes by administrators for legal reasons.

4.131 Email Data (Complete or Delta) should not be kept outside the boundaries of India at any point of time neither for data filtration or quarantine process nor for any other reason.

4.132 Email solution should be capable to integrate with banks on premises active directory and bidders have to integrate it with banks on premises active directory free of cost.

4.133 Bank, on its own or through authorized agents or any Regulatory Authority may inspect the Data Center and the Cloud service provider should agree to and facilitate the same.

4.134 Continuous benchmarking and upgrades has to be done on solution platform and software.

4.135 Bank will take the delivery of mailboxes in phased manner as per requirement and payment will be done on actual usage of mailbox.

4.136 Bank may ask for additional mailboxes over and above the 10500 mailboxes at the unit rate prescribed in the **Annexure G**.

Mail Box Size and Other Requirements:

4.137 Mail Box user profile should have various capabilities as mentioned below:
  1. Anti-virus, anti-spam, anti-malware for email
  2. Online Archival for 10 years
  3. Compliance Archiving & e-Discovery
  4. Right Management solution for email protection

5. Two factor authentications
6. DLP for email
7. Email Mobile security and Mobile devicecontrol
8. Email client for 10500 users

Profile	Items/Service (10 years Online archival)	No of Mailboxes
Profile 1	5GB mailbox	8000
Profile 2	20GB mailbox	2500

Technical Requirements on Security features

a. 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 service, distributed denial of services (DDoS), spam, malware, spyware, Ransomware, Cryptoware, Botnets, Phishing, spear phishing, whaling, vishing frauds, drive-by downloads, browser gateway fraud, ghost administrator exploits, identity frauds, memory update frauds, password related frauds, business email compromise (BEC), stealthy attacks, etc. covering all protocols viz., SMTP, POP3 & IMAP.

b. The solution should also have in-built threat control mechanism to restrict unsolicited, untrustworthy, malicious Email messages.

c. The solution should have capability to protect user from Information or Identity Theft.

d. The solution should have Safe Links feature which should proactively protects bank's email users from malicious hyperlinks in a message. The protection should remain every time they click the link, as malicious links must be dynamically blocked while good links can be accessed.

e. The solution should have Safe Attachments which should protects against unknown malware and viruses, and provides zero-day protection to safeguard messaging system. All messages and attachments that don't have a known virus/malware signature are routed to a special environment which should have analysis techniques to detect malicious intent. If no suspicious activity is detected, the message should be released for delivery to the user's mailbox.

f. The solution should have Spoof intelligence which should detects when a sender appears to be sending mail on behalf of one or more user accounts within our organization's domains. It should enable administrator to review all senders who are spoofing our domain, and then choose to allow the sender to

continue or block the sender.

g. The solution should have capability to quarantine messages identified as spam, bulk mail, phishing mail, containing malware, or because they matched a mail flow rule or Bank security policy can be sent to quarantine. Bank's authorized users can review, delete, release or manage email messages sent to quarantine.

h. It should have machine learning models to detect phishing messages.

i. Advanced Threat Protection should be robust and should not take more than 10min to evaluate safe attachment & safe link for delivery of emails with attachments or Links.

j. The solution should support Advanced Sandboxing capabilities to detect Malicious Emails including attachments from Day one.

k. It should have rich reporting capability and web based interface with ability to generate customizable reports as per bank requirements and complete informative dashboard (e.g. Message Disposition report, malicious file type report, Single view Threat protection status.)

l. The solution should support industry standard encryptions such as AES-256, TLS 1.1, TLS 1.2 (without CBC Mode Encryption) or above and relevant secure versions as and when released during the entire Contract Period between Server to Server & Server to Mail Clients.

m. For integration with external applications, application needs to have well defined APIs and application needs to ensure that only authorized application can invoke such APIs.

n. Web Access to Email should be through HTTPs (latest SSL Certificate should be installed).

o. The solution should support Digital Signature of Email messages and encryption at Rest & Transit.

p. The Solution must have a Sender Policy Framework (SPF) designed to detect email spoofing by providing a mechanism to allow receiving mail exchangers tocheck that incoming mail from a domain comes from a host authorized by that domain's administrators. Also, DKIM and DMARC Tool must be available in the Email Solution. DMARC and DKIM Policy must be implemented.

q. The Solution should have Data integrity management.

r. To provide full disclosure regarding security practices and procedures as stated in their SLAs, if a public Cloud.

s. To maintain a fundamental philosophy of knowing where Bank's data is. Ensure that appropriate controls regarding country location restrictions are defined and enforced.

t. To define and identify the data classification. OEM to enforce Bank's access requirements based on data classification.

u. To encrypt data at rest and encrypt data in transit.

v. To share what compartmentalization techniques are employed to isolate Bank's data from other customer's data. Bidder should provide details how to segregate & protect Bank's email data from other customer data in cloud environment.

w. Sharing of details for encryption management with Bank's on multi-tenant storage. Bidder should share the type of encryption methodology used for storing the email data on cloud storage. To comply with data retention and destruction schedules/Policy as published in OEM's Online Services Terms and to certify on Bank's request destruction of alldata at all locations.

x. Understand the logical segregation of information and protective controls implemented.

y. Understand Cloud provider policies and processes for data retention and destruction and how they compare with internal organizational policy.

z. Perform regular backup and recovery tests to assure that logical segregation and controls are effective.

aa. Ensure that Cloud provider personnel controls are in place to provide a logical segregation of duties.

bb. To provide Forensic Investigation Support as and when required by bank.

cc. The solution should provide protection at multiple levels and at multiple checkpoints in the messaging infrastructure, including messaging SMTP gatewayand Mailbox servers, helping to stop viruses, worms, and spam before they impact the network or user productivity.

dd. Support for mail clusters should be provided to ensure that both active and passive nodes have latest configuration, filtering policies and signatures, so that

the messaging traffic can remain as it is, even if individual mail servers fail.

ee. It should provide support for scanning any files that use structured storage and the OLE embedded data format (for example, .doc, .xls, .ppt, or .shs) as container files. This ensures that any embedded files are scanned as potential virus carriers.

ff. It should provide comprehensive Antivirus protection against the latest threats and viruses by using multiple levels of checks involving multiple technologies.

gg. The solution should provide functionality to run manual & quick scans on email message mailboxes on predefined schedules, in addition to real-time checks on incoming messages. The solution should provide email gateway security for real time scanning's for all the incoming & outgoing mail inside & outside domains.

hh. It should have the capability to detect and stop the propagation of common malicious code (worms) via email messages.

ii. Scanning of emails should be supported the following configurations:
 a. Scanning of inbound mails
 b. Scanning of outbound mails
 c. Scanning of internal mails
 d. Mailbox scanning
 e. On access scanning

jj. It should be possible to quarantine messages with malicious code and provide notification to appropriate sender or receiver and the administrator.

kk. It should provide options to scan / check for malicious mails both when they are delivered to the mailboxes and when they are accessed later from the mailboxes.

ll. In an outbreak scenario, it should be possible to scan email messages when they are accessed from the mailboxes with latest updated signature.

mm. There should be a provision to scan messages in the mailboxes with the latest signatures which had been scanned earlier (1 day before or 5 days before, 1 week before, etc.). This would help catch potential malicious code which may have entered user's mailbox earlier when a signature was not available.

nn. It should provide diversity of anti-virus engines across messaging servers and client devices to protect against a single point of failure in the IT environment.

oo. It should be a multi-layered spam protection leveraging different filtering technologies, including spam signatures, heuristics, reputation filters, language identification, and other proprietary methods.

pp. It should support multiple allow and deny lists to provide flexible protection.

qq. It should support domain-level black and white lists.

rr. It should proactively target patterns common in spam campaigns.

ss. It should support DNS Based Distributed black lists.

tt. It should provide IP based block-and-allow list based on sender reputation. These lists should be automatically updated as new versions become available. It should also allow administrators to configure additional IP allow-or-deny lists as needed.

uu. It should support Tagging and forwarding of SPAM or likely SPAM messages.

vv. It should employ checks based on Sender ID.

ww. It should provide a choice of actions to be taken on Spam Mails. The action may be to just identify a type of message, tag a message, delete and or quarantine/archive a message or a combination of the above.

xx. It should be possible to detect and delete mails addressed to mails ids non-existent in the organization.

yy. It should allow administrators to quickly create custom organization-wide content filters to handle messages based on content, sender information, or other criteria.

zz. It should allow File Filtering to block files based on the following parameters.

a. Type (true type)
b. Size
c. Direction (inbound or outbound)
d. Nested zip archives
e. Container documents

aaa. It should provide keyword (body text) based filtering. It should filter messages based on a variety of words, phrases, and/or sentences. Also, a provision for administrators to download filter lists for profanity, racial discrimination, sexual discrimination, and spam should be made available.

bbb. The solution should provide tight integration and compatibility with the underlying messaging infrastructure.

ccc. It should have maximum uptime during the definition signature updates and mail flow should not be affected/stopped/or queued during definition updates.

ddd. It should provide protection against latest threats using rapid release of definitions.

eee. It should have high availability features and should have no single point of failure at any level.

fff. It should allow administrator to create e-mail Notifications based on disposition or category of message.

ggg. It should support administration either locally or remotely.

hhh. The information protection technology should augment the bank"s security strategy by providing protection of information through persistent usage policies, which remain with the information, no matter where it goes.

iii. The information protection technology should protect the content with RSA 1024-bit encryption and authentication so that information will be safe in transit and will remain with the document, no matter where it goes.

jjj. The information protection technology should wrap the content with security that prevents the information from being viewed, even if the information is unintentionally distributed beyond company walls and to unauthorized recipients.

kkk. The proposed Anti-virus, Anti-spam, anti-malware for email solution should be scalable and should offer fault tolerance to safe guard against hardware failures. The fail over box should be capable of taking over from the primary box in the case of a failure in the primary box without any annual intervention.

lll. The proposed Anti-virus, Anti-spam, anti-malware for email solution should be capable of monitoring contents of SMTP messages and thereby block messages with a specified type of attachment, size or particular keywords in the message body, and SMTP header.

mmm. The Anti-Spam function should be capable of detecting Spam E mail messages at the gateway; The Anti-Spam function could use the following detection technologies:

i.   Rule set Detection
ii.   Heuristic Detection
iii.   Content Inspection
iv.   Rate limit

nnn. The proposed Antivirus, Anti-Spam, Anti-malware for email solution should be Quarantine of mails based on virus, spam, policy, content, outbreak.

ooo. The proposed Anti-virus, anti-spam, anti-malware for email solution should be capable of implementing following policy filters including other advanced filters like Known Domains, Blocking, Throttling, Relay, Trusted, Black list, White list, Suspect list.

ppp. The proposed Anti-Virus, Anti-spam, anti-malware for email solution should have log for System, Mail, Spam, virus, bounce etc. for reporting purpose.

qqq. The proposed Anti-virus, anti-spam, anti-malware for email solution should support integrity analysis of incoming SMTP messages.

rrr. The proposed Anti-virus, anti-spam, anti-malware for email solution support both black & white test. Proposed anti-virus, anti-spam, anti-malware for e-mail solution should able to remove / detect / purge / quantized e-mail having known / unknown any unwanted / malicious traffic.

sss. The proposed anti-virus, anti-spam, anti-malware for email solution support automatic learning & reverse DNS.

ttt. The proposed Anti-virus, anti-spam, anti-malware for email solution must support

i.   Must be accurate
ii.   Must support a reputational awareness system for internet sourced mail flow.
iii.   Must identify the reputational awareness system utilized
iv.   Must support the capability to block messages based on differing criteria
v.   Must support attachment interrogation and blocking
vi.   Content Management should have Subject line & message body of Email, File attachment name, type, or size, Scans inside text attachments & ZIP attachments.
vii.   Anti-spam filter should have Black hole List Support, Administrator Defined phrases, Sender Base score, Spam Threshold, Header Rules, Body Hash Rules, Heuristic Rules, Signature based, Open Proxy List.
viii.   Must support connection limiting
ix.   Must support the ability to rewrite email headers
x.   Must support ability to do content analysis
xi.   Must support the ability to take different types of actions on mail messages depending on how they are scored by the system.
xii.   Must support end-user quarantine functions that include view and managing quarantined mail through a secure, web based interface for Spam messages, virus messages and suspect messages
xiii.   Must support end user self-service features for the configuration of Spam controls, white listing and Black listing, Quarantine access, Spam threshold management

xiv. Must provide anti-virus & anti-malware detection & prevention capabilities
xv. Must have automated real-time detection & prevention update capabilities.
xvi. Must have anti-malware policy configuration capabilities
xvii. Single management administrative console for managing both anti-spam, anti-virus, anti-malware systems.
xviii. Must provide real-time reporting capabilities of the following types: Email virus detection/stoppage reporting, System reporting, Spam Detection reports, Spam Detection reports, Must provide reports that list changes/Updates to the system occurring in real time.
xix. The bidder should provide updates and upgrades as and when released by the OEM during contract period.
xx. Security being prime concern, solution should not breach the security of any other installations of Bank in any way.
xxi. The bidder should provide one no. of Manpower for support, administration, monitoring on 24x7 basis .
xxii. Bidder should migrate data from Bank's Existing Exchange 2010 mail solution to Cloud environment email solution, if any hardware, software required for the completion of the project within the scheduled time of implementation (i.e., 15 days), then it will be entirely borne by the bidder without any additional cost to the Bank. The access to data will be given by bank through MPLS link at bidders premise OR extra internet bandwidth at DC of bank OR data in usable format will be given to bidder in suitable media.
xxiii. Bank has **"Right to Use"** during the entire contract period of 5 years and if required extensions can be the sole discretion of the Bank.
xxiv. Bank has right to procure more mailboxes beyond 10500 during tenure of contract.
xxv. Solution should be capable to track IP Address of Login users while accessing Email Solution

PART-V

1. Consortium

The Prime vendor may bid for the RFP document, as it is his responsibility to implement and maintain the most appropriate Data Centre comprising of adequate hardware and software products to serve the Bank. For execution of project, prime vendor may constitute a consortium of different vendors such as cloud service providers, OEM etc. However, in this case the contract will be executed with prime vendor only. Hence all the terms and conditions mentioned in this RFP will be valid for prime vendor only. The Bank will deal with only the Prime vendor as a single point of contact who shall have the sole responsibility for the entire assignment.

2. Order details

The purchase order will be placed by Bank Head Office, IT Department in the name of selected bidder as per requirement. The payment will be made by Head Office, IT Department, Gurugram and the Performance Bank Guarantee for order will be required to be submitted in the same office.

3. Schedule of Implementation

- The project should be completed within 15 days , including implementation and migration of 4000 mail boxes, from the date of acceptance of purchase order. If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.

- Any license, if required, need to be provided by the Prime Vendor. The Prime Vendor is solely responsible for any legal obligation related to licenses during warranty period of five years for solution proposed as implemented by the Prime Vendor.

- The project is considered as completed (Commissioned and Operationalized) after signing the Acceptance Test Plan (ATP) document jointly by the Bank and the prime vendor. The component level checking for individual item may be included during the acceptance test.

1.23 Signing of Pre-Contract Integrity Pact (IP)

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed as **Annexure-K.**

Signing of IP with Bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this RFP Document and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/ bidder did not sign the document or refusing to sign shall be disqualified in the bidding process.

Sh. Ratan Kishore Bajaj has been appointed as IEM (Independent External Monitor) for the bank.

IEM can be contacted at: -

Sh. Ratan Kishore Bajaj,

Email: rkbajaj@gmail.com

Mob: 9818156262

4. Performance Bank Guarantee

1. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for 3% of the total project cost for 63 months from date of acceptance of Purchase Order with claim period of 12 (twelve) months, validity starting from its date of issuance. The PBG shall be submitted within 30 days of the PO acceptance by the Bidder.

2. The PBG shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Public / Private Sector Bank in India (Other than Punjab & Sind Bank), acceptable to the Bank in the format provided in the RFP. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.

3. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.

4. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 take legal action as per the Bid security declaration taken from the successful bidder.

5. Payment Terms

The payment will be made by Punjab and Sind Bank, Head Office, IT Department. The Payment shall be made as per the terms and conditions mentioned in the RFP, quoted by the vendor and finalized by the Bank. Bank will make the payment subject to signing of the contract as follows:

1. **Migration Cost (Sub total C):**

   ➢ The payment along with the taxes will be paid to the bidder after successful migration of 4000 mail id's / mail boxes have been assigned in the system and made operational, on submission of supporting proof of documents and the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the systems have been installed after realizing penalty charges for late delivery & installation, if any.

2. **FM Cost:**

   ➢ FM Service cost as per **sub-total B** ofCommercial BoM (**Annexure – G**) will be paid on quarterly in arrears from the start date of services.

   ➢ Bills shall be raised on quarterly arrear basis as per scope of work mentioned in the RFP after deducting penalty / liquidated damages, if any.

3. **Email mailbox cost** :

   The payment for Email Solution (mail box) on Cloud cost as per **sub-total A** of **Annexure G** and Payment for will be released quarterly in arrears after successful delivery of the mailboxes . Bank will take the delivery of mailboxes in phased manner as per requirement and payment will be done on actual usage of mailbox.

4. **Bank may ask for additional mailboxes over and above the 10500 mailboxes at the unit rate prescribed in the annexure G.**

6. Confidentiality

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 Service(s) as soon as practical after it becomes aware of that conflict.

- The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Master Contract.

7. Paying Authority

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 Information Technology Department, Punjab and Sind Bank, Head Office- New Delhi. 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.

8.   Penalty

Inability of the proposed solution to deliver the required functionality at performance levels expected at 99.95% on monthly basis would result in breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 0.01 % of the TCO for non-compliance to the performance levels by 0.1%.

Notwithstanding anything contained above, no such penalty will be chargeable on the Vendor under the above clauses for the inability occasioned, if such inability is dueto reasons entirely attributable to the Bank.

The Bank would consider the following formula to calculate the downtime below the designated limits of operational uptime:

Downtime %= **(Scheduled uptime – calculated downtime) *100)/Scheduled uptime**

Where: **"Scheduled Uptime"**: Means the operating hours of the system for one month.

Calculated downtime: Is the number of hours in the month for which the email services was not completely functional as a whole or any of its subsystem was not operational in its full capacity.

Penalty Calculation Matrix:-

Assume that particular aspect of 'Critical" level wherein because of a situation of failure of services . The minimum service level in a month is 99.95%for all services on 24X7 basis.

Liquidated Damage

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.

9.   Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

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.

10.   Contract Period:

The tenure of the Contract will be for a period of 5 (five) years effective from the date of acceptance of Purchase Order unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 5 (five) years, the contract may be extended/renewed for 12 months on mutually acceptable basis maximum of two times, at the same term and conditions.

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.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

11.   Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

12.   Acceptance Testing

The Bank will carry out the acceptance tests as per Scope of work Part – IV 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 ensurethat 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.

13.   Order Cancellation

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:

- 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.
- In case of cancellation of order, any payments made by the Bank to theVendor 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.
- 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 3% of the TCO.

14.   Indemnity

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

15.   Publicity

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

16.   Privacy & Security Safeguards

The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Banklocation. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shallnot publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

17.   Technological Advancements

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

18.   Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility.

19.   DISPUTE RESOLUTION MECHANISM AND GOVERNING LAW

The Bidder and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner: -

I.   The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (07) days of receipt of the notice.

II. The matter will be referred for negotiation between Competent Authority of the Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" shall accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

The contract shall be governed by and interpreted in accordance with Indian law.

20. Exit Option and Contract Re-Negotiation

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;

- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management. The bidder/vendor shall hand-over the archived data to Bank/new E-mail service provider in usable format.

21.   Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of

values to influence the action of an official in the procurement process or in contract execution

AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive he Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

22.   Termination

PUNJAB AND SIND BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.

b) The selected bidder goes into liquidation, voluntarily or otherwise.

c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.

d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.

e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.

f) Deductions on account of liquidated damages exceed more than 10% of the total work order.

g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, PUNJAB AND SIND BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.

h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, PUNJAB AND SIND BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make

good theadditional expenditure, which PUNJAB AND SIND BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.

i) PUNJAB AND SIND BANK reserves the right to recover any dues payable by the selected Bidderfrom any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

23. Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

24. Effect of termination

In the event of termination of the Contract due to any reason, whatsoever, [whether consequent to the expiry of stipulated term of the Contract or otherwise], PUNJAB AND SIND BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by PUNJAB AND SIND BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as PUNJAB AND SIND BANK may specify including training, where the successor(s) is a representative/personnel of PUNJAB AND SIND BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of PUNJAB AND SIND BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of Indemnity and pursue such other rights and/or remedies that may be available to PUNJAB AND SIND BANK under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor

affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

25. Applicable law & Jurisdiction of court

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

26. INTELLECTUAL PROPERTY RIGHTS

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

27. INTELLECTUAL PROPERTY INDEMNITY & INDEMNITY AGAINST MISUSE OF LICENSE

The selected vendor has to undertake to indemnify Punjab & Sind Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract.

The selected vendor shall have to undertake to indemnify Punjab & Sind Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement or misuse by vendor of, any license issues arising out of the execution of this contract.

28. Limitation of Liability

Bidder's aggregate liability under the contract shall be limited to a maximum of total contract value. This limit shall not apply to third party claims for

a. IP Infringement indemnity.
b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.

c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

ANNEXURE – A

(Tender covering letter)

To
The Deputy General Manager
HO IT Department
Gurgaon, Haryana

Dear Sir,

Sub: RFP for Email Solution on Cloud   **RFP REF NO:**   **Date:**

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Migration of Bank"s E-mail system on Public Cloud Architecture with e-mail Archival Facility and will be Providing Services mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by The Bank we undertake for the Migration of Bank"s E-mail system on Public Cloud Architecture with e-mail Archival Facility and Provide Services as per your purchase orders.

In the event of our selection by the Bank Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility, we will submit a Performance Guarantee for a sum equivalent to 3% of the order value to be valid fora period of **63 months** in favour of **PUNJAB AND SIND BANK** effective from the month of execution of Service Level Agreement or successful go live whichever is earlier.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid 225 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by The Bank any time before expiry of180 days.

Until a formal contract is executed, this tender offer, together with the Bank"s written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we have not been blacklisted by any PSU

Bank/IBA/RBI during the last five years and also at the time of bid submission.

We enclose the following Demand Drafts/Pay Orders:

1. NEFT UTR No./ DD No._____dated___for **Rs 20,000/- (Rupees Twenty Thousand Only)** as Cost ofRFP Document &

2. Bid security declaration for amount Rs.50.00 lakhs.

Both DDs/ NEFT UTR No. are issued in favour of **PUNJAB AND SIND BANK** by….Bank, ……………………….…………… Branch payable at Delhi.

Dated this___day of_____2021

Signature: _____

(In the Capacity of) _____

Duly authorized to sign the tender offer for and on behalf of

Annexure – B

Eligibility Criteria Compliance

Sl. No.	Criteria	Documents to be submitted	Bidder's Compliance (Y/N)
1	The bidder should be a Government Organization/ PSU/ PSE /Public/ Private Limited Company incorporated/ established under Companies Act, 1956 India or later and should have been in operation for at least three years as on date of RFP.	Copies of the Certificate of Incorporation. Name of the Company: Date of Registration: CIN No: GST Registration No.	
2	Bidder must have minimum annual turnover of Rs. 50 Crores in each of the last three financial years (2017-18, 2018-19 and 2019-20) should also have made operating profit in at least two of the last three previous financial years.	Copy of the audited Balance Sheets for the preceding three years (i.e. 2017-18, 2018-19 and 2019-20).	
3	Bidder should have experience of migrating from Microsoft Exchange of minimum 3000 mail boxes into public cloud in India.	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory.	
4	Bidder can be any of the following:- i. Bidder is OEM and cloud service provider (CSP) ii. Bidder is OEM but not CSP. In that case, Bidder should have agreement with CSP for at least five years to support product service on cloud. iii. Bidder is CSP but not OEM. In that case, bidder should have agreement with OEM to supply	i. Undertaking from bidder ii. Undertaking from bidder and copy of agreement iii. Undertaking from bidder and copy of agreement	

	OEM's products and should have back-to-back support agreement for five years. iv. Bidder is neither OEM nor CSP. In that case, bidder should have agreements with OEM and CSP for at least five years to supply OEM's products and product service on cloud for five years.	iv. Undertaking from bidder and copy of agreement Manufacturer's Authorization Form (MAF) as given in **Annexure – I** is to be provided for Hardware & Software /Cloud computing services.	
5	The bidder should not be currently blacklisted by any Central/State Govt. depts./Public Sector Banks / Financial Institutions in India	Self-declaration on the letter head.	
6	The Cloud service provider should be certified to be compliant to the following control standards: i. ISO 27001 - Data Center and the cloud services should be certified for the latest version of the standards ii. ISO/IEC 27017:2015 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology iii. ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds. iv. ISO 20000-9-Guidance on the application of ISO/IEC 20000-1 to cloud services	Copy of ISO certificate, valid as onthe date of bid submission.	
7	Proposed Email Cloud service provider should be MeitY (Govt. of India) empanelled and STQC audit compliant for Public Cloud service offering of PaaS and IaaS. For Public Cloud service offering for SaaS, should be compliant as and when MeitY takes it up for Empanelment **on yearly basis**.	Copy of Meity empanelment and STQC audit compliance certificate	

8	The Cloud Service Provider should have Public Cloud Service for a minimum period of three (3) years in India as on the date of release of this RFP.	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory	
9	The Cloud Service Provider should host SaaS of Mail service having **minimum 5000 mailboxes for minimum one public sector bank for at least 2 full year from date of Go-live**.	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory	
10	The service provider should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company /firm and / or deterrent on continuity of business.	Declaration in the letterhead of the service provider's company to that effect should be submitted.	
11	Cloud must be hosted in India including DC and DR in India, no network and data sharing/replication to any data center outside the boundaries of the country. All server / applications used for proposed email solution in cloud environment as per the Scope of Work should have DC & DR in India.	Undertaking on the letter head of the service provider's company to thateffect should be submitted.	

Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.** PUNJAB AND SIND BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of PUNJAB AND SIND BANK in this regard shall be final, conclusive and binding upon the bidder.

Place: **(Signature and seal of authorized person)**
Date: **Company's Seal**
          Designation: **Bidder's corporate name:**

Annexure – C

Technical Bill of Material

Sl. No.	Items/Service	Qty	Offered Software / Service details
Basic Mail server			
1	5 GB Mail box size with online Archival for 10 years antispam, antivirus, antimalware for email and Compliance Archiving , e-Discovery, Email DLP, Email RMS , Two factor authentication and Email Mobile security and Mobile device control.	8000	
2	20 GB Mail box size with online Archival for 10 years antispam, antivirus, antimalware for email and Compliance Archiving, e-Discovery, Email DLP, Email RMS , Two factor authentication and Email Mobile security and Mobile device control.	2500	
FM Service			
1	FM Services 1st year	1 seat	
2	FM Services 2nd year	1 seat	
3	FM Services 3rd year	1 seat	
4	FM Services 4th year	1 seat	
5	FM Services 5th year	1 seat	
Migration Cost			
1	Migration Cost	4000	

Place:

Date:

(Signature and seal of authorized person)

Company's Seal
Designation:

Bidder's corporate name:

General Details of the Bidder

A. Profile of Bidder

Name of bidder:

1. Location

     Regd. Office:

     Controlling Office:

2. Constitution
3. Date of incorporation & Date of Commencement of business:
4. Major change in Management in last three years
5. Names of Banker /s

B. Financial Position of Bidder for the last three financial years

	2017-18	2018-19	2019-20
Net Worth			
Turnover			
Profit after Tax			

N.B. Enclose copies of Audited Balance Sheets along with enclosures

C. Proposed Service details in brief

 ➢ **Description of service   :**
 ➢ **Details of similar service provided to PSU organization/BFSI in India specifying the number of Banks and branches**

Details of Experience in implementation of similar orders

PSU Organization / BFSI			
Name of Organization	**From**	**Period**	**To**

N.B. Enclose copies of Purchase Orders as references

Signature of Bidder: _____

Place: **Name:** _____

Date: **Business Address:** _____

<div align="center">**Annexure – E**</div>

<div align="center">**Bid Security Declaration**</div>

RFP Reference No PSB/HOIT/RFP/160/2021-2022   Date:

Deputy General Manager
Punjab & Sind Bank
Second Floor
IT Department
Plot Number 151, Sector 44,
Gurugram, 122003

Dear Sir,

We, the undersigned, declare that:

We , M/s……………………………..(herein referred as bidder) understand that, according to bid clause No. 8.5, bids may be supported with a Bid Security Declaration, therefore rather than submitting the Earnest Money Deposit Form as attached at Annexure 1: Bank Guarantee Form of the RFP, bidder render the declaration that:-

Bank may proceed against us for recovery of actual direct losses as per the remedy available under an applicable law (EMD Value : Rs.50.00 Lacks) fixed for participation in RFP tender PSB/HOIT/RFP/160/2021-2022) and In case of Execution of Bid Security Declaration, we, M/s……………………………..may be suspend for three (3) years from being eligible to submit our bids for any contracts with the Bank if we, M/s…………………………….. are in breach of our obligation(s) under the bid conditions, in case we, M/s……………………………..:-

    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 accept the correction of its Bid price pursuant to Clause 10.8; and/or
    V.   Fails to furnish performance Bank Guarantee in the format as per Annexure 12; and /or
    VI.   Fails to sign the contract and submit the Performance Bank Guarantee as per the terms of RFP and/or
    VII.   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.

We, M/s……………………………….understand that this declaration shall expire if we are not the successful bidder and on receipt of purchaser's notification of the award to another bidder; or forty-five days after the validity of the bid; whichever is earlier.

(Signature)
(Name of Authorized Signatory)   date :
(Designation) (Date) (Place):
(Name and address of the bidder)

(Company Seal)

Annexure – F

Masked Commercial Format

Sl. No.	Items/Service	Qty (a)	Offer Service details	Unit Price/year (b) (in Rs.)		Total price for 5 years 5XaX b (in Rs.)
	Basic Mail server					
1	5 GB Mail box size with online Archival for 10 years antispam, antivirus, antimalware for email and Compliance Archiving , e-Discovery, Email DLP, Email RMS , Two factor authentication and Email Mobile security and Mobile device control	8000	**XXXX**	**XXXX**		**XXXX**
2	20 GB Mail box size with online Archival for 10 years antispam, antivirus, antimalware for email and Compliance Archiving , e-Discovery, Email DLP, Email RMS , Two factor authentication and Email Mobile security and Mobile device control	2500	**XXXX**	**XXXX**		**XXXX**
	Cost for basic mail service for 5 years (Sub Total A)					**XXXX**
	FM Services					
1	**FM Services 1st year**	1 seat	XXXX	XXXX		XXXX
2	**FM Services 2nd year**	1 seat	XXXX	XXXX		XXXX
3	**FM Services 3rd year**	1 seat	XXXX	XXXX		XXXX
4	**FM Services 4th year**	1 seat	XXXX	XXXX		XXXX
5	**FM Services 5th year**	1 seat	XXXX	XXXX		XXXX
	Cost of FM Services for 5 years (Sub Total B)					**XXXX**

One Time Migration Cost					
Sl. No.	Items/Service	Qty (a)	Offer Service details	Unit Price/per mail box (b) (in Rs.)	Total price with a X b (in Rs.)
1	Migration Cost	4000	**XXXX**	**XXXX**	**XXXX**
Migration Cost (Sub Total C)					**XXXX**
Grand Total D=A+B+C					**XXXX**

Note: In case of discrepancy between figures and words, the amount in words shall prevail.

1. Bidders should strictly quote in the format and for periods as mentioned above. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

2. In the event the vendor has not quoted or mentioned any component or services required, for evaluation purposes the highest value in the submitted bids for that particular item would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

3. **L1 bidder would be determined based on the total cost of ownership**. Any decision of Bank in this regard shall be final, conclusive and binding on the bidder.

4. **The bidder with lowest commercial cost as mentioned above if required, after normalization will be selected as L1 bidder respectively.**

5. **The price is inclusive of installation, migration, commissioning, warranty freight forwarding & insurance charges. Bank will pay the applicable taxes ruling at the time of actual delivery of services / implementations / AMC / ATS & resultant billing.**

Place: **(Signature and seal of authorized person)**
Date: **Company's Seal**

                                                                    Designation:
                                                                    Bidder's corporate name:

Annexure – G

Indicative Commercial Bid Format

Sl. No.	Items/Service	Qty (a)	Offer Service details	Unit Price/year(b) (in Rs.)	Total price for 5 years 5 x a x b (in Rs.)
Basic Mail server Mailbox					
1	5 GB Mail box size with online Archival for 10 years antispam, antivirus, antimalware for email and Compliance Archiving , e-Discovery, Email DLP, Email RMS , Two factor authentication and Email Mobile security and Mobile device control	8000			
2	20 GB Mail box size with online Archival for 10 years antispam, antivirus, antimalware for email and Compliance Archiving , e-Discovery, Email DLP, Email RMS , Two factor authentication and Email Mobile security and Mobile device control	2500			
Cost for basic mail service for 5 years (Sub Total A)					
FM Services					
1	FM Services 1st year	1 seat			
2	FM Services 2nd year	1 seat			
3	FM Services 3rd year	1 seat			
4	FM Services 4th year	1 seat			
5	FM Services 5th year	1 seat			
Cost of FM Services for 5 years (Sub Total B)					

One Time Migration Cost

Sl. No.	Items/Service	Qty (a)	Offer Service details	Unit Price/per mail box (b)(in Rs.)	Total price(a x b) (in Rs.)
1	Migration Cost	4000			
Migration Cost (Sub Total C)					
Grand Total D=A+B+C					

Note:
1. In case of discrepancy between figures and words, the amount in words shall prevail.
2. Bidders should strictly quote in the format and for periods as mentioned above. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
3. In the event the vendor has not quoted or mentioned any component or services required, for evaluation purposes the highest value in the submitted bids for that particular item would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.
4. L1 bidder would be determined based on the total cost of ownership. Any decision of Bank in this regard shall be final, conclusive and binding on the bidder.
5. The bidder with lowest commercial cost as mentioned above if required, after normalization will be selected as L1 bidder respectively.
6. The price is inclusive of installation, migration, commissioning, warranty freight forwarding & insurance charges. Bank will pay the applicable taxes ruling at the time of actual delivery of services / implementations / AMC / ATS & resultant billing.

Place: **(Signature and seal of authorized person)**
Date: **Company's Seal**   Designation:

                                                                                        Bidder's corporate name:

Annexure – H

DECLARATION-CUM-UNDERTAKING

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

Deputy General Manager
Punjab & Sind Bank
HO Information Technology Department
Gurugram, Haryana

Sub: **Declaration-Cum-Undertaking** **regarding compliance with all statutory requirements**

In consideration of PUNJAB AND SIND Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1980 as amended from timeto time having its Head Office at   (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s………………….., having its Registered Office at .... , do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this_____day of_____, 20_____.

Place:

For M/s. ………………………….

…………………………………………

[Seal and Signature(s) of the Authorized Signatory (s)]

<center>**Annexure – I**</center>

<center>**(Letter to be submitted by the Manufacturer on firm's letter head)**</center>

<center>**MANUFACTURERS' AUTHORIZATION FORM (MAF)**</center>

Deputy General Manager
Punjab & Sind Bank
HO Information Technology Department
Gurugram, Haryana

Dear Sir,

Sub: RFP for Email Solution on Cloud vide RFP REF NO: Date:

We_____who are established and reputable manufactures of _____having factories at___and _____ do hereby authorize M/s_____(Name and address of Bidder) to offer their quotation, negotiate and conclude the contract with you against the above invitation for Bid offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered against this invitation for Bid offer by the above firm. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours faithfully   **Authorized   Signatory**

                              (Name of manufacturers)

Place: **Name:**

Date: **Phone No.:**
                              Fax:

                              E-mail:

Annexure – J

_____

Format of Performance Bank Guarantee

(issued by any Public Sector Bank)

Tender Reference No: PSB/HOIT/RFP/   /   Date _____

The Deputy General Manager -IT

Punjab & Sind Bank,

HO IT Department,

2nd floor, Plot No.151,

Sector 44, Gurugram 122003.

Performance Bank Guarantee No.

Bank Guarantee Amount

Expiry Date

Claim Period

Account

Dear Sir,

GUARANTEE FOR PERFORMANCE OF CONTRACT/AGREEMENT

 THIS GUARANTEE AGREEMENT executed at _____ day of_____ Two Thousand _____

BY : _____ Bank, a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at_____

(Hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Punjab & Sind Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 and having its Registered Office at 21, Rajendra Place, New Delhi 110008 (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS Bank had called for the bids for engagement of service provider for supply, installation & maintenance of Hardware and Operating System under contract for five years and for the purposes M/s……………………… have been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract /

Agreement on ……….. (Agreement) with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

AND WHEREAS pursuant to the Bid Documents, the Agreement, and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from M/s……………………. and M/s……………… has agreed to provide to the Bank, the Services for supply, installation & maintenance of Hardware and Operating System under contract for five years and other required applications, more particularly described in the Schedule/Annexure to the said documents, subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Vendor has duly signed the said documents.

AND WHEREAS in terms of the said documents, inter alia, the Vendor is required to procure an unconditional and irrevocable performance Bank guarantee, in favour of the Bank, from a Bank acceptable to the Bank for a sum of Rs…………………

(Rupees……………………………………………………. Only) being 10% of the total contract value for the faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Agreement /the said documents.

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to issue the

Guarantee in favour of the Bank for a sum of Rs. ………… (Rupees…………………………………………….Only)

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the Bank that the Vendor shall faithfully observed and performed of the terms of the said documents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

(1)   The guarantor hereby agrees and guarantee that the Vendor shall faithfully observed and performed all the terms and conditions stipulated in the Contract/Agreement and the said documents.

(2)   The Guarantor hereby guarantees and undertakes to pay, on demand and without demur, reservation, contest, recourse or protest or without any reference to the Vendor, to the Bank at its office at New Delhi forthwith, and all monies payable by the Vendor to the extent of Rs………………………………………. against any loss, costs, damages, etc. suffered by the Bank on account of default of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Agreement / said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Vendor or any dispute between the Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

(3)   The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

(4)   The Bank shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Agreement / said documents for providing the Services by the Vendor to the Bank, and on account of the said failure

what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

(5) To give effect to this guarantee, the Guarantor will be deemed to be the Principal Debtor to the Bank.

(6) The liability of the Guarantor, under this Guarantee shall not be affected by

(a) any change in the constitution or winding up of the Vendor or any absorption, merger or
(b) amalgamation of the Vendor with any other company, corporation or concern; or
(c) any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or
(a) acquisition or rationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
(b) any change in the constitution of Bank / Vendor; or
(c) any change in the setup of the Guarantor which may be by way of change in the constitution,
(d) winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

(7) This guarantee will remain in force up to 63 months (with a claim period of further 1 year) from the date of signing the contract.
(8) Notwithstanding anything contained in this Guarantee, the Guarantor hereby agrees and undertakes to extend the validity period of this guarantee for a further period as may be requested by the Bank, from time to time.
(9) This guarantee shall be binding upon us and successors -in -interest and shall be irrevocable.
(10) For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of New Delhi where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.
(11) Notwithstanding anything contained herein above
   I. Our liability under this Performance Bank Guarantee shall not exceed Rs ……………. (Rupees ……………………….. only)
   II. This Performance Bank Guarantee shall be valid up to…………….
   III. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve on us a written claim or demand on or before ………………… (mention validity period + claim period)

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED SEALED AND DELIVERED BY the
within named Guarantor (Vendor Bank),
_____,

by the hand of Shri. _____, its authorised official.

Annexure – K

PRE CONTRACT INTEGRITY PACT

Between Punjab & Sind Bank (PSB) hereinafter referred to as "The Principal",

And

_____ hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/ s for _____ _____. The Principal values full compliance with all relevant laws of the land, rules, and regulations, economic use of resources and of fairness I transparency in its relations with its Bidder(s) and I or Contractor(s).

In order to achieve these goals, the Principal has appointed Sh. Rattan Kishore Bajaj as Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

    a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

    b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential I additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

    c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of an kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7)

e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Bid Security declaration.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(2) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD & CEO of Punjab & Sind Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO of Punjab & Sind Bank and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the MD & CEO of Punjab & Sind Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the MD & CEO of Punjab & Sind Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO of Punjab & Sind Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD & CEO of Punjab & Sind Bank.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

_____ _____

(For & On behalf of the Principal) (For & On behalf of Bidder / Contractor)

(Office Seal) (Office Seal)

Place -------------   Witness 1   Witness 2

Date -------------   (Name & Address)   (Name & Address)

_____

Annexure – L

Undertaking Letter to the Bank on the vendor's letterhead

Deputy General Manager
Punjab & Sind Bank
HO Information Technology Department
Gurugram, Haryana

Dear Sir,

Sub: RFP for Email Solution on Cloud vide RFP REF NO:

Further to our proposal dated ...., in response to the Request for Proposal (Bank"s tender No...........................hereinafter referred to as **"RFP"**) issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank"s decision not to accept any suchextraneous conditions and deviations will be final and binding on us.

Yours   faithfully,

For..................

Designation:

(Signature and seal of authorized person
)Bidder's corporate name:
Place
Date

Annexure – M

Undertaking for Non-Blacklisting / Non-Debarment of the bidder

Deputy General Manager
Punjab & Sind Bank
HO Information Technology Department
Gurugram, Haryana

Dear Sir(s),

Sub: RFP for Email Solution on Cloud vide RFP REF NO:

a) We, M/s_____, the undersigned, hereby confirm that wehave read and understood the eligibility criteria and fulfill the same.

b) We further confirm that all the information as per requirement of the Bank havebeen included in our bid.

c) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.

d) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.

e) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

(Deviation to the above if any, the Bidder must provide details of such action(s))(1)
(2)

(Signature and the capacity of the person duly authorized to sign the bid for and onbehalf of)

Place: **(Signature and seal of authorized person)**

Date: **Company's Seal**
                                              Designation:

                                              Bidder's corporate name:

<u>**Annexure – N**</u>

<u>**Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act &Labour Laws**</u>

Deputy General Manager
Punjab & Sind Bank
HO Information Technology Department
Gurugram, Haryana

Dear Sir,

Sub: RFP for Email Solution on Cloud vide RFP REF NO:

Further to our proposal dated ………………………………, in response to the Requestfor Proposal (Bank‟s tender No...hereinafter referred to as
"RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The bidder has to ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labour Laws. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. **(Proof of compliance and labour license needs to be submitted along with the quotation).**

Yours   faithfully,

For…………………

…………..

Designation:
(Signature and seal of authorized person)

Bidder's corporate name:

Place :

<u>**Annexure – O**</u>

NON-DISCLOSURE AGREEMENT

(Non-Judicial Stamp Paper of appropriate value)

Tender No:

This Non-Disclosure Agreement made and entered into at…………………. This ……………………day of…………..2021 BY AND BETWEEN …………………………………… ………………………, a company incorporated under the Companies Act, 1956 having its registered office at …………. (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

Punjab & Sind Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1980 and having its Head Office at 21, Rajendra Place, New Delhi 110008 (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and Punjab & Sind Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. Punjab & Sind Bank is engaged in the business of providing financial services to its customers and intends to engage service provider for supply, installation & maintenance of Hardware and Operating System under contract for five years.
2. In the course of such assignment, it is anticipated that Punjab & Sind Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid Implementation assignment (hereinafter referred to as " the Purpose").
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of Punjab & Sind Bank. The Vendor undertakes to safeguard and protect such confidential information as may be received from Punjab & Sind Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Punjab & Sind Bank granting the Vendor and or his agents, representatives to have specific access to Punjab & Sind Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

(i)   "Confidential Information" means all information disclosed/ furnished by Punjab & Sind Bank to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii)   The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,

(b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from Punjab & Sind Bank,

(c) was rightfully obtained by the Vendor from a source other than Punjab & Sind Bank without any obligation of confidentiality,

(d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify Punjab & Sind Bank of such order and afford Punjab & Sind Bank the opportunity to seek appropriate protective order relating to such disclosure.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of Punjab & Sind Bank in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify Punjab & Sind Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

a) Information regarding Punjab & Sind Bank and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or

b) any aspect of Punjab & Sind Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or

c) business processes and procedures; or

d) current and future business plans; or

e) personnel information; or

f) Financial information.

3.   Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Punjab & Sind Bank.

4.   Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Punjab & Sind Bank, whichever is earlier. The Vendor hereby agrees and undertakes to Punjab & Sind Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Punjab & Sind Bank, all information received by it from Punjab & Sind Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Punjab & Sind Bank to certify in writing upon request of Punjab & Sind Bank that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

5.   Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Punjab & Sind Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Punjab & Sind Bank.

6.   Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Punjab & Sind Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Punjab & Sind Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the
Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to Punjab & Sind Bank shall include Punjab & Sind Bank's costs and expenses of enforcement (including the attorney's fees).

7.   Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8.   Dispute Resolution: Disputes, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to a sole Arbitrator for Arbitration and the provisions of Arbitration & Conciliation Act, 1996, shall accordingly apply. The venue for such Arbitration shall be New Delhi. The language of the Arbitration shall be English.

9.   Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Delhi shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

10.   Indemnity: The Vendor shall defend, indemnify and hold harmless Punjab & Sind Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

11.   General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.
All Confidential Information is provided "as is". In no event shall the Punjab & Sind Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Punjab & Sind Bank constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

Punjab & Sind Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

12.   Waiver: A waiver (whether express or implied) by Punjab & Sind Bank of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Punjab & Sind Bank from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.
 In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

 For and on behalf of ------------- Ltd.   For and on behalf of Punjab & Sind Bank

       (Designation)   (Designation)