

Secti on No	Section Name	Sub Section (Name & No)	Statement as per tender document	Query by Bidder	Reason for Query	BHEL Response
1	Scope of work	1.14	1.14. The bidder shall establish a dedicated Helpdesk for BHEL at its premises for round-the-clock monitoring, call logging and support to entire BHEL as per requirements specified in Helpdesk section of the Tender. The bidder shall also deploy one engineer (subject to acceptance of profile by BHEL) at DR centre to manage the DR setup. The engineer should be available from 8 AM to 5 PM on all working days of BHEL. However, he may also be required to be at site on call basis including all Holidays.	Please let us know the acceptable JD of the resource required at Haridwar for management of DR Set up	Normally a DC operator is kept at DR lcoation for hands and feet requirement without much knowledge of support as the support is provided from remote	The engineer should be trained on the supplied solution and must have at least 3 years experience of managing email solution.
1	Scope of work	1.15	The bidder shall provide a dedicated toll-free-number, email id, name, etc, of its team that will be managing the Messaging Infrastructure at its datacenter with complete Escalation Matrix.	1. Since the expected volume is not known, the Toll free number sizing cant be assessed. In view of this issue, bidder requests that the recurring Rental as well as the expenses incurred on the Toll Free number shall be borne by BHEL on actuals, please confirm 2. If toll free recurring charges cannot be assessed by BHEL, then please let us know the number of calls expected for the helpdesk shift wise	Toll free charges varies as per the number of calls and cannot be assessed wiithout proper baselining	No charges for Toll Free number will be paid separately. Expect about 100 - 150 calls per day when the solution is stabilized.
2	Roll out schedule and roadmap	2	a) Creation of Mail IDs, Migration of User Data of NCR Based Units, HPVP Vishakhapatnam Setup of Helpdesk	Bidder assumes set up of helpdesk is a different activity and a separate point: "a) Creation of Mail IDs, Migration of User Data of NCR Based Units, HPVP Vishakhapatnam b) Setup of Helpdesk" Please confirm	Punctuation error	yes.
2	Roll out schedule and roadmap	2	Migration plan: M1 to M7	Bidder requests there shall be a SLA holiday for a period of one quarter from Month 7 till the site gets stabilized and all policies, procedures are laid down. However, till such period bidder will work on achieving the defined SLAs without penalties. Please confirm	Once the environment is migrated, it takes time before stablization, and hence that col off period is required before SLA kicks off	During migration, upto final Sign Off, SLA as per Clause 7.5.1 is applicable.

2	Roll out schedule and roadmap	2	The above roll-out plan is tentative and subject to change w.r.t interchange of locations for roll-out within the over-all time frame of 180 days from DOA	Please let us know which interchange of locations is being talked about	Change of locations might have impact on the support	Sequence of locations for migration may change. Cannot be specified at present.
3	Helpdesk & Facilities Management Services	3.2	The helpdesk should be manned by a dedicated team of at least 3 qualified & certified engineers. The head of the helpdesk team shall be ITIL v3 certified and at least 2 members of the helpdesk team shall be OEM certified and trained on the proposed messaging platform	Bidder request BHEL to provide a timeline of six months for these resources to get the certifications after the PO is released as resources with these certifications (ITIL/Mail) at helpdesk are not readily available in the market	Helpdesk resources with ITIL knowledge are available, however ITIL or mail certified resources are difficult to find	No change
3	Helpdesk & Facilities Management Services	3.3	The helpdesk support should be available on 24x7x365 basis. On working days (Monday to Saturday, excluding national holidays) at least 3 engineers should be available at the helpdesk from 8.00AM to 8.00PM. On Sundays & national holidays, at least 2 engineers should be available at the helpdesk from 8.00AM to 8.00PM. On all days, from 8.00PM to 8.00AM, at least 2 engineers should be available at the helpdesk	Please let us know if the certifications and training has to be provided to all the resources or to the resources available between 8 AM to 8 PM only, please clarify	The resource cost increases as per certifications, and hence clarity is required for budgeting purposes	The resources dedicated for BHEL Helpdesk should have desired certifications.
3	Helpdesk & Facilities Management Services	3.5.3	Provide technical support over telephone, email, remote control of the desktop over MPLS or internet	Bidder assumes the support has to be provided remotely to the users and for any hands and feet support, bidder can utilize the existing end user support provider, please confirm	Clarity on support model	Your assumption is correct.
3	Helpdesk & Facilities Management Services	3.5.4	Guide users remotely on configuration of Email client on desktops / laptops & other handheld devices.	1. Please let us know if the helpdesk resources have to take the remote control of the hand held devices also to provide the support 2. Please let us know the type of handheld devices for remote configuration 3. Please let us know the count of hand held device users that needs to be supported, can we consider the same count as mail users count, please confirm?	Clarity on tools required during support	1. No, remote control support is not required on handheld devices. 2. Handheld devices are primarily the mobile phone. 3. User count for hand held device is Power Users, Premium Users and Super Premium Users.

3	Helpdesk & Facilities Management Services	3.6	BHEL reserves the right to ask for change of helpdesk engineers, if it is observed that they are not technically competent, don't respond properly to the users, are not courteous to users, etc. On request of change of helpdesk engineer by BHEL, the bidder shall deploy a new engineer within 30 days of the request.	Bidder request BHEL to keep this clause on mutual understanding basis as these resources would already be trained on the mailing platform	The statement is very generic and cannot be quantified, and hence the request	No change
3	Helpdesk & Facilities Management Services	3.9	The bidder shall deploy its own software tools at the helpdesk for monitoring, call logging, call escalation & status reporting, call assignment, call ticket generation, call closure, etc. BHEL users shall have the access to log the complaints / calls into the monitoring tool and view the status of their complaints/calls	Bidder assumes all the tools have to be provided as a service to the customer, please confirm	Clarity on tools required during support	Your assumption is correct.
3	Helpdesk & Facilities Management Services	3.10	The bidder shall provide at least 3 telephone numbers with call waiting facility, dedicated for BHEL, at the helpdesk which could be used to talk to the helpdesk team to register the complaints. In addition to the above, the bidder shall also provide a toll-free number and email id for registering a complaint with the helpdesk team and also provide a web based portal for registering the complaints	1. Bidder understand, one toll free number to be provisioned and in addition, 3 landlines numbers to be provisioned for the end users to log a ticket. This means there will be 4 telephone numbers with the end users to call the helpdesk, please confirm 2. Please let us know the requirement of 3 telephone numbers when the toll free is already provided and would have ACD to bifurcate the calls	Clarity on support model	Yes, 4 lines (3 phone lines and one toll free no.) is required. The requirement is self explanatory.
4	Backend Support & Services	4.3	4.3. Proactive health check-up and assessment of complete Messaging Infrastructure using Certified Resources.	Bidder request to remove certified word from the line as the support might be from shared resources and certification is not mandatory.	The resource cost increases as per certifications, and hence clarity is required for budgeting purposes	No change
5	Project Management:	5.1	5.1. The bidder shall identify, designate and allocate a PMP certified professional, with at least 5 years of proven project management experience on a full time basis to this project from initiation to the project handover	1. Please let us know if this project manager would continue for the sustenance piece also throughout the contract or he is required till transition only, please confirm 2. If this project manager has to continue for the complete contract, then bidder would request to remove the certification	The resource cost increases as per certifications, and hence clarity is required for budgeting purposes	Project Manager is required upto Sign Off only.

5	Project Management:	5.4	The bidder's project management team shall visit other BHEL Units & locations if need be	<p>1. Bidder assumes the travel required to other units would be paid on actual by BHEL to the bidder, please confirm</p> <p>2. If the bidder has to pay the boarding and lodging charges, then please let us know the frequency of travel and the locations to be covered by the bidder</p>	Clarity on travel of resources for budgeting purposes	No boarding and traveling charges will be paid by BHEL separately. It will be required purely on need basis only and no assumption can be made now.
7	Service Level Agreement (SLA):	5	Maximum Application Response time from Haridwar, Bhopal, EDN Bangalore, RC Puram Hyderabad & Trichy	We understand that the infrastructure at BHEL's Haridwar, Bhopal, EDN Bangalore, RC Puram Hyderabad & Trichy location adhere to the standard industry performance matrix to enable the proposed mail platform to perform as per the committed SLA. The performance of the same shall be monitored through a Synthetic APM monitoring tool (to be deployed at each of these locations along with DC & DR site) and that during the event that the performance of the BHEL Infrastructure is below the agreed parameters, the SLAs applicable on the bidder shall then be on a best effort basis, to be mutually discussed & agreed. Please confirm	Application response time calculation at the sites mentioned	The infrastructure at these locations is of industry grade and sufficient bandwidth will be made available for performance testing.
7	Service Level Agreement (SLA):	Note	Note: Scheduled Maintenance Time should not be more than one hour per month and BHEL should be informed at least 48 hours in advance and subsequent approval / acceptance should be taken from BHEL	1 hour scheduled time cannot be guaranteed at the start of the contract, and hence this needs to be discussed once the scheduled change is planned. Hence bidder request to remove the 1 hour timeperiod from this statement	Schedule maintenance window can vary depending on the assigned work	More scheduled downtime window can be provided on the basis of reasonability of the actual maintenance work to be carried out.
Annexure H	Annexure 1	Price Bid format	Price Bid format	Please let us know where the bidder has to add the price for 5 years of support in the price bid	No clarity on the format for support part	To be filled in Section-IV of Annexure-I(B), which is getting reflected in Row No. 4 of Annexure-I

5	Project Management:	5.8	A project steering committee, comprising of senior officials of BHEL and the bidder shall be formed to oversee the implementation of the project. The steering committee shall meet at least once in every month till the closure/handover of the project. The bidder's project manager shall keep all the steering committee members informed about the project progress by sending them the weekly project progress report through email	Please clarify the location of the meeting.	Budgeting purpose	NCR / Haridwar
4	Backend Support & Services	4.3	Proactive health check-up and assessment of complete Messaging Infrastructure using Certified Resources.	A few open Source Solution OEM's do not provide any certifications	Please change it to qualified resources instead of certified resources.	Already addressed
7	Service Level Agreement (SLA):	7	Available internet /MPLS bandwidth for the Mail messaging solution at the datacenter	Please clarify who will own the responsibility of MPLS Bandwidth.	Per bid MPLS is being provided by BHEL	MPLS bandwidth will be arranged by BHEL.
8	Storage Requirement:	8.4.4	The SAN Storage proposed for mail storage should have sufficient IOPS for proper response & performance of the proposed mail messaging solution and user base. The OEM of SAN Storage to certify that the IOPs requirement will be met by the proposed SAN storage solution	This is part of the shared infra. We can get the same certificate from the messaging OEM if required.	Since its shared infra certification can be provided by messeaging slution OEM	The Mail Messaging OEM will specify the IOPS required and storage OEM will certify that the storage will provide the rquired IOPS.

8	Connectivity	8.6.5	The bidder shall be responsible for the maintenance & upkeep of the MPLS links within his datacenter. The bidder shall pro-actively monitor the utilization of the MPLS links at its datacenter and in case the utilization of the links is exceeding 60%, the bidder shall immediately inform the MPLS service provider and also BHEL about the same. The bidder shall analyze the traffic on the MPLS links at DC and identify any spam / spurious traffic flowing on the MPLS links. The bidder shall identify the source which is generating spam / spurious traffic on the MPLS links. The bidder shall pro-actively monitor, coordinate and follow-up with the MPLS service provider in case of any fault with the link. Any outage due to failure of MPLS equipment or fibre cut within the premises of the datacenter shall be counted as downtime of the mail-messaging solution, and shall be penalized accordingly	Tool with detailed dashboard for the monitoring of MPLS link has to be provided by MPLS provider.	Vendor shall not have control over MPLS bandwidth provided by BHEL	It is the physical upkeep (physical connectivity) of the link from Meet Me Room to the server room which will be monitored by the bidder.
8	Trainings	8.12.3	Certified Business Continuity Professional (CBCP) from DRII (Disaster Recovery Institute international) or DRII authorized partner to 4-6 persons as per their standard program schedule. For trainings 8.12.1 & 8.12.2, infrastructure would be provided by BHEL. BHEL will decide the place of training. The bidder shall ensure that training is imparted in a professional manner by Qualified Personnel and Course Materials would have to be provided for the same. The bidder shall also provide online training material on how to use features of the mail messaging solution.	Request to remove. As the DR Drill are responsibility of the bidder, so this is not required.		No change
8.13	Disaster Recovery Solution:	8.13.12	The vendor shall conduct DR drills at regular intervals in consultation with BHEL team as per BHEL's ISMS policy.	Please clarify or provide details of ISMS policy.	Budgeting purpose	No Change. ISMS policy will be shared to the successful bidder.

8.14	Others	8.14.3	The successful bidder shall maintain logs of all mails (incoming, outgoing, internal) containing date, time, sender, recipients, subject, status of successful/failure send status etc. for entire contract period.	We suggest that the logs should be maintained for 3/6 months. Because otherwise it will become a large data size and anyways the copy of the mails will be available in the archive.	For optimal utilization of storage	No change
1	Scope of Work	1.6	Currently BHEL users are primarily using MS Outlook, Thunderbird, Netscape, etc, as mail client. In case, the offered solution is not fully compatible and integrable with these clients, the bidder shall supply a rich client and install and configure the same on all the desktops / laptops (about 25000 in number) at all the BHEL locations. The required number of licenses and charges thereof shall be included in the solution	For the mail client migration, the version of the client should be latest(n) or (n-1).	migration from older version to new solution could be challenge	Mail clients in BHEL are latest(n) or (n-1) only.
7	Service Level Agreement (SLA)	7	If, it is observed that there is degradation in the application response (response is slow), or the user has to wait for somewhat longer time before the application responds and the same poor response continues for more than an hour, a trouble ticket shall be booked for the same. The bidder shall then identify the cause of the problem and resolve it at the earliest. If the problem is caused by insufficient bandwidth at the datacenter, or by malfunctioning, poor performance, choking of a hardware / software component at the bidder's datacenter, the same shall be rectified / replaced at the earliest. If the problem is caused by any device / component / link, etc., not supplied & maintained by the bidder, BHEL will try to rectify the problem and no penalties will be imposed on the bidder for the same.	Degradation in performance due to internal spam created with in BHEL's domain will not be bidders responsibility. BHEL has to control the unnecessary data created internally.	Venor shall not have controm over any unnecessary data created internally.	Ok. Acceptable.
8	Directory Services:	8.8	The user database in the directory shall be synchronized periodically with the BHEL's existing SAP HR user database which is hosted at BHEL Trichy Unit. Bidder shall propose mechanism to achieve this synchronization.	Please provide data to bidder so that the same can be updated in the mailing directoy server	Bidder doesn't have any acces to SAP DB	Data will be made available in an intermediate server from which bidder can pull the data / synchronise the data.

7	Service Level Agreement (SLA)	7	Maximum Application Response time from Haridwar, Bhopal, EDN Bangalore, RC Puram Hyderabad & Trichy	Kindly exclude the point from Scope	Since it is dependednt on MPLS	No change
1.3.1	BHEL's Requirement	c	The consolidated Mail Messaging solution is a business critical application and will run on 24x7 basis, and, as such it will require a robust data centre of minimum tier –III level to host it. Also, for business continuity a disaster recovery (DR) will be required.	We understand from this requirement, bidder is suppose to propose solution in HA at DC and DR both.		DR solution has to be as per Clause 8.13 of the RFP.
1	Scope of Work	1.5 and 8.7.4	The Anti-Virus / Anti-Spam solutions offered as part of the solution should be figuring in the latest Gartner's Leaders / Challengers / Visionaries Magic Quadrant. Or The security devices / solution proposed must be from leading industry technology providers and should be figuring in the latest release of Gartner's Magic Quadrant's Leader's Quadrant.	We understand there is an ask for Gartner's Magic Quadrant's. Please confirm solution should be in "Gartner's Leaders / Challengers / Visionaries" or only in "Leader's".		It can be in any of the quadrants out of Leaders, Challengers & Visionaries.
8.2	MailBox Requirement	8.2.1	The present requirement is for about 30000 mailboxes which may increase in a phased manner to 36000 over next 5 years.	We are assuming to propose the solution and license for 36000 mailbox users.		The first order may vary between 24000 to 30000. In 5 years time, the number may go up to 36000 mail boxes.
1.8	1 Scope of Work:	1.8	The existing email domains shall run in parallel for at least 6 months after successful commissioning of complete solution. The bidder shall do all the necessary configuration required, if any, in the new solution for the parallel running of the current domains. However, existing domains will be managed by BHEL, if required during the parallel running period.	Is bidder expected to integrate the old mail solution running in pallellel to New AntiSPAM solution or that will be isolated infrastructure.		No integration with existing email solutions is required.
1.12.	1 Scope of Work:	1.12.	The bidder shall design a security policy / mail access policy in consultation with BHEL and implement the same at DC & DR.	Is BHEL already following any Mail Access Policy, and can bidder leverage the same for upcoming changes required.		The mail access policy will be shared with the successful bidder at the time of implementation.

	1 Scope of Work:	1.13	The bidder shall maintain, manage and support the complete solution infrastructure at DC & DR for the complete contract period.	Please confirm; will the scope cover the operation and maintainance of existing infrastructure.		Scope will cover infrastructure supplied by the bidder as part of mailing solution only.
9.16	Anti-Virus / Anti-Spam	9.16.2	Antivirus solution should scan the mails along with attachment for viruses. The solution should prevent users from attaching the virus infected files to the mail. Antivirus software should get updated continuously and automatically and protect the system from new viruses.	Requirment of prevent users from attaching the virus infected files to the mail, is related to endpoint agent, is bidder expected to propose the solution for endpoints too.		Anti virus in server should be able tp block any virus attachment file at server level, Client Endpoint security not required.
8.7	Security:	8.7.1	The proposed mail messaging solution should be fully secure from unauthorized access, virus attacks, phishing attacks, spam, denial of service attacks, etc. The successful bidder shall provision, set-up, install, configure, commission necessary Firewall, IPS, Secure gateway, Anti-Virus, Anti-Spam, SSL VPN, etc, systems for foolproof security of the Mail Messaging Application. There should be no single point of failure of the security devices provisioned.	We understand that bidder should commission necessary Firewall, IPS, Secure gateway, Anti-Virus, Anti-Spam, SSL VPN, etc_____ Please share the Technical Compliance and number of users for which SSL VPN, AntiVirus has to be proposed.		SSL VPN & Antivirus has to cover all the mailboxes/mail users.
8.7	Security:	8.7.1	The proposed mail messaging solution should be fully secure from unauthorized access, virus attacks, phishing attacks, spam, denial of service attacks, etc. The successful bidder shall provision, set-up, install, configure, commission necessary Firewall, IPS, Secure gateway, Anti-Virus, Anti-Spam, SSL VPN, etc, systems for foolproof security of the Mail Messaging Application. There should be no single point of failure of the security devices provisioned.	Refering etc.. Is very vast term, request you to please share the requirment from security.		etc, is related to antivirus and antisipam solution only.

8.7	Security:	8.7.1	The proposed mail messaging solution should be fully secure from unauthorized access, virus attacks, phishing attacks, spam, denial of service attacks, etc. The successful bidder shall provision, set-up, install, configure, commission necessary Firewall, IPS, Secure gateway, Anti-Virus, Anti-Spam, SSL VPN, etc, systems for foolproof security of the Mail Messaging Application. There should be no single point of failure of the security devices provisioned.	We understand that users will require SSL VPN to access Mails when they are out of the network, please confirm can this be achieved using IPSec Mobile VPN which create encrypted tunnel for the connection.		SSL is required when the users are accessing mails through the web, whether within the network or outside the network.
1	Eligible Bidders	1	If any competitor of BHEL has stake in Bidder's organization. Competitors will be defined as companies working in the same field as that of the product/project line of BHEL and is working in the same territory as that of BHEL.	We cannot control the shareholding of the organization. There might be individuals of those companies who are having shares in our organization. Requesting for more clarity in this clause	Legal perspective	It means controlling stake.
2	Ethical Standard, Good Faith and Fair Dealing	2	Bidders shall use its best efforts to prepare, file and cause to become effective, as promptly as practicable all obligations under this arrangement and to that effect the Parties aforementioned shall act in utmost good faith at all times and are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, Owner will reject a proposal	Bidders shall use its best efforts to prepare, file and cause to become effective, as promptly as practicable all obligations under this arrangement and to that effect the Parties aforementioned shall act in utmost good faith at all times and are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, Owner will reject a proposal for award if a court of competent jurisdiction or an Independent Monitor appointed by BHEL it determines that the Bidder being considered for award has engaged in any objectionable, corrupt, misleading or fraudulent practices in competing for the Contract.	Recommended from Legal point of view	No change

9	Earnest Money Deposit (EMD)	9	<p>EMD shall be forfeited under following conditions:</p> <p>a. After opening of bid, the bidder revokes his bid within the validity period or increases his earlier quoted rates.</p> <p>b. Delayed and non-qualitative/inadequate response, in the opinion of the Owner in the bidding process until order is placed.</p> <p>c. The Bidder not abiding by Section 2.6 w.r.t to failure to unconditional acceptance of the issued Notification of Award (NOA) within a maximum of 15 Calendar days along with the submission of Security Deposit.</p>	<p>EMD shall be forfeited under following conditions:</p> <p>a. After opening of bid, the bidder revokes his bid within the validity period or increases his earlier quoted rates.</p> <p>b. Delayed and non-qualitative/inadequate response, in the opinion of the Owner in the bidding process until order is placed.</p> <p>c. The Bidder not abiding by Section 2.6 w.r.t to failure to unconditional acceptance of the issued Notification of Award (NOA) within a maximum of 15 Calendar days along with the submission of Security Deposit. Request to remove this</p>	Recommended from Legal point of view	No change
11	Security Deposit (SD)	11.11	<p>The Owner reserves the right of forfeiture of Security Deposit by the bidder under following circumstances:</p> <p>a. In the event that the successful Bidder fails to sign the Final Contract Agreement within a maximum of 15 calendar days from the date of issue of draft agreement which shall be based on terms and conditions of Tender Document, Addenda and Corrigenda.</p>	<p>The Owner reserves the right of forfeiture of Security Deposit by the bidder under following circumstances:</p> <p>a. In the event that the successful Bidder fails to sign the Final Contract Agreement on mutually acceptable terms and conditions within a maximum of 30 15 calendar days from the date of issue of draft agreement which shall be based on terms and conditions of Tender Document, Addenda and Corrigenda</p>	No clarity on the format for support part	No Change. The Final Contract will be based on terms & conditions of the RFP only.
15	Selection Process	15.2.3	<p>In particular, bids with deviations from, objections to or reservations about critical provisions such as those concerning Bid Security (Security Deposit (SD)), Governing Law, Taxes and Duties, Defect Liability, Maintenance period, Patent Indemnity or Limitation of Liability, that the Bidder is not prepared to withdraw, will be treated as non-responsive. The Owner's determination of a bid's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.</p>	Cant accept this as we will be submitting bid with deviations on these clauses		No change

1	Deviations	1	Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender. The Bidder shall submit a No Deviation Certificate as per Annexure-E No Deviation Certificate. The bids with deviation(s) are liable for rejection.	Not acceptable as we will be submitting bid with deviations		No change
2	Acceptance / Rejection of Bids	2.1.5	In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, the Owner reserves the right to reject the Bid. In case of any deviation which is specifically incorporated in the price bid, which was not disclosed during the technical bid stage, the Owner reserves the right of rejection of the Bid and forfeiture of the EMD	Request to delete this clause as well be submitting bid with deviations		No change
5	Purchaser's Rights	5	The Purchaser reserves the right to make changes within the scope of the Contract at any point of time, at technical evaluation stage & before price-bid opening. In such a case, purchaser may take price impact, if any, from all the bidders.	Open ended scope. Not acceptable		For any change in scope before price bid opening, the impact of the same on prices will be taken from the bidders and factored in the final price bid.

6	Taxes	6	Any change in service tax or introduction of any new applicable tax in future will be to BHEL's account.	All fees and other payments shall be exclusive of all applicable taxes except for tax assessed on Service Provider's income. Customer is responsible for payment of taxes, duties, octroi / entry tax, cesses and any other statutory levies (by whatever name called at the applicable rates from time to time, including any new levies or increase in existing levies) relating to the proposal. However, Customer will not be responsible for income taxes and wealth taxes that may be payable by Wipro. In case of any new taxes or levies being attracted to the transaction after the date of submission of response by Service Provider or if any existing taxes or levies are changed thereafter, the same shall be borne by the Customer.	To b added	All applicable taxes, if any, except Service Tax must be factored into the basic cost by the bidder.
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10	Liquidated Damages for Late Delivery (LD)	10	<p>The successful bidder shall make all efforts to commission all the services as per the Rollout Plan given in VOL-III Section 2. In case of overall timeframe exceeds 180 days, the successful bidder shall give notice to BHEL in writing of his claim for extension of delivery period. BHEL on receipt of such notice may agree to extend the Schedule for Supply as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended Schedule for Supply is agreed by BHEL in writing, bidder cannot claim the extension of schedule supply time as a matter of right. BHEL shall have the right to either cancel / extend the order validity / levy LD as appropriate after a grace period of maximum 70 days beyond 180 days."For any delay beyond a period of 250 days from the date of award, a penalty equal to 5% of the total contract value will be imposed as LD. This LD will be deducted from the first quarter rental charges and from subsequent quarterly payments if required.</p>	LD should be restricted to maximum of 5% on the undelivered portion.		No Change.
11	Schedule for Supply	11	<p>The successful bidder shall complete the installation, commissioning and handover of the solution within 180 days from the date of acceptance (NOA) of order</p>	<p>The successful bidder shall complete the installation, commissioning and handover of the solution within 180 days from the date of signing of contract acceptance (NOA) of order</p>	Text marked in red to be removed as recommended from Legal point of view	within 180 days from the date of signing of contract

19	Termination of the Contract	19.1	<p>In the event of the failure, refusal or inability of the Bidder to perform any part of the Work in accordance with the Contract, the Owner may give notice of default to the Bidder stating the details of such failure. If the Bidder within fifteen (15) calendar days after receipt of such notice does not commence, or having commenced does not continuously proceed with action satisfactory to the Owner to remedy such failure, the Owner may issue a notice of termination by giving 30 days' notice period, without prejudice to any other rights or remedies which the Owner may have under the Contract.</p> <p>If the Owner terminates the Contract then, provided the termination is not in consequence of 1.19.3, 1.19.4 & 1.19.5, or the Owner exercising a specific right to terminate the Contract, prorata compensation will be payable. Compensation will be based on outright purchase cost of (a) DR Hardware (b) Mail Messaging software licenses installed at DR site and client side licenses; and proportionately linked to balance lease period.</p>	<p>To be added: Termination : Either Party shall have the right to terminate this Agreement at any time: a. without cause and for convenience— on the delivery of ninety (90) calendar days' prior written notice to the other Party. b. with cause – in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days (or fifteen (15) days in the event of non-payment by the Customer).</p> <p>In the event of termination by Customer, the Service Provider shall be paid for the: 1. Goods delivered;2. Services rendered;3. Work in progress;4. Unpaid AMCs/ Services;5. Third party orders in pipeline which cannot be cancelled despite Bidder's best efforts;6. Unrecovered investments shall be paid by customer as per termination schedule till the date of termination.</p> <p>Upon expiration or termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective</p>	Text to be placed instead from Legal point of view	No Change
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31	Limitation of Liability	31	<p>In no event shall either of the Parties be liable for any indirect, incidental or consequential damages or liability or loss of profits or revenues.</p> <p>The cumulative liability of the Bidder for all damages or other amounts arising in connection with this Contract shall be limited to Contract Price.</p> <p>However, this limitation shall not be applicable to any claim, loss or damages w.r.t. IPR breach, wilful negligence, Confidentiality breach, tangible property damage, IT act violation or any other claim, loss or damages that cannot be limited as per Indian Laws</p>	<p>In no event shall either of the Parties be liable for any indirect, incidental or consequential damages or liability or loss of profits or revenues.</p> <p>The cumulative liability of the Bidder for all damages or other amounts arising in connection with this Contract shall be limited to annualized Contract Price.</p> <p>However, this limitation shall not be applicable to any claim, loss or damages w.r.t. IPR breach, wilful negligence, Confidentiality breach, tangible property damage, IT act violation or any other claim, loss or damages that cannot be limited as per Indian Laws</p>	Text marked in red is recommended from Legal point of view	No Change
14	Risk Purchase	14	<p>In case the Bidder fails to supply the goods and services as per the Terms & Conditions of the Contract, or at any time repudiates the Contract wholly or in part (for reasons other than Force Majeure), the Owner shall be at liberty to cancel the Order in part or full and obtain the supply of goods & services as per terms & conditions of the Contract through alternate source at the risk & cost of the Bidder and the Bidder shall be liable to the owner for any excess cost apart from payments already received by them against the original contract (Cumulative liability of BHEL against both / all contracts is limited to the original contract value. Balance is to be borne by the original Bidder). However, the cost of Risk Purchase shall be limited to value specified under Limitation of Liability clause.</p>	<p>If still the default continues even after the expiry of the cure period the Buyer shall have the right to invoke this clause. Provided further that the aggregate liability on account of the invocation of this clause shall be restricted to 10% of the value quoted for such services</p>	Reques to add the caluse from Legal point fo view	No Change

7	Penalty due to non-availability of engineer at DR site	7.4	Non-availability of engineer at DR site for a period of more than 2 (two) days in a month will entail a penalty @ Rs.3000/- per day of absence beyond two days.	Please reduce 3000 to 200/day		No Change
25	Insurance	25	Any systems, goods, hardware, software, etc., used by the bidder for delivering the services to BHEL, both at data centre and DR site, shall be properly insured by the bidder at his own risk and cost during transit, movement, storage and throughout the period of the contract, including 3rd party liability cover for DR centre. BHEL, under any circumstances, will not be responsible for any loss / damage / theft of any systems / goods, due to any reasons, whatsoever. Claim(s) etc., if any, shall be dealt with the underwriters directly by the bidder.	Any systems, goods, hardware, software, etc., used by the bidder & in custody of the bidder for delivering the services to BHEL (till the time the relevant sign off has not been obtained), both at data centre and DR site managed & controlled solely by the bidder, shall be properly insured by the bidder at his own risk and cost during transit from bidder location to BHEL, movement, storage (if the bidder acts as a custodian during such movement & storage) and throughout the period of the contract (till the time the relevant sign off has not been obtained), including 3rd party liability cover for DR centre. BHEL, under any circumstances, will not be responsible for any loss / damage / theft of any systems / goods, due to any reasons, whatsoever. Claim(s) etc., if any, shall be dealt with the underwriters directly by the bidder.		No Change
26	Reverse Auction	26	Delivery period is from date of award to completion of five years period from the date of commissioning of the services given in VOL-III Section 2 Roll-out Schedule.	Delivery Contract period is from date of award to completion of five years period from the date of commissioning of the services given in VOL-III Section 2 Roll-out Schedule.		Changes done in Vol V-clause 28, Delivery Period deleted as the it is already being covered under Vol V-clause 11 Schedule for Supply.

Page #	Clause #	Existing Clause	Deviations / Recommendations	Internal Comments (If Any)	BHEL Response
New Clause	New Clause	Audit	Excepting a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Service Provider to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Service Provider's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Service Provider's profitability or other such financial data.	To be added.	Not required. BHEL will never ask for such information.
New Clause	New Clause	Savings Clause	Service Provider's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Service Provider's non-performance is caused by Customer's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement	To be added.	This is already addressed in RFP.
New Clause	New Clause	Retained Rights	Each Party owns, and will continue to own all right, title and interest in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner.	To be added	Already addressed in the RFP.
New Clause	New Clause	Exclusion of Implied Warranties	Except for the warranties expressly provided herein, Wipro hereby excludes and disclaims all warranties, conditions or statements, whether express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or that the Deliverables will be error free.	To be added	Not required.
New Clause	Payment		All invoices raised shall be payable within 15 days from the date of invoice. If Customer fails to pay the fees and other payments within the stipulated time, it shall be liable to pay interest at 1.5% per month on such amount of fees and payments that have become due.		Not acceptable
New Clause	Termination		To be added: Termination : The bidder shall have the right to terminate this Agreement at any time: a. without cause and for convenience– on the delivery of ninety (90) calendar days' prior written notice to the other Party. b. with cause – in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days (or fifteen (15) days in the event of non-payment by the Customer) Upon expiration or termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective Parties; and all amounts due to Bidder (including any agreed upon demobilization and transitioning charges, plus fees for the applicable notice period irrespective of whether Customer requires Bidder's services during such period) up to the effective date of termination shall be immediately payable. There shall be no charges for termination of orders or for Services not yet provided and Bidder shall not be held liable for the same		No deviation to termination clause as mentioned in RFP is acceptable.

New Clause	Confidentiality		Neither party shall, without the prior written approval of the other party, disclose the other Party's designated confidential information, and shall take all necessary steps to ensure that its employees, agents and sub-Bidders do not disclose the other party's confidential information. The confidentiality obligation of Customer and Bidder shall continue for one (1) year after the expiry/ termination of this Agreement		may be accepted.
New Clause	Non-Solicitation		During the term of this Agreement and for a period of one year thereafter Customer shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Bidder, without the prior written consent thereof from Bidder. Thus, the Customer agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Bidder at law or in equity		Not Required. PSUs don't recruit / hire from market just like this.
New Clause	Site Not Ready		Customer shall be responsible for timely site readiness. Customer agrees that Bidder shall not be in any manner liable for any delay arising out of Customer's failure to make the site ready within the stipulated period.		Already addressed in the RFP.
New Clause	Deemed Acceptance		Any equipment supplied or services provided by Bidder shall be deemed to have been accepted by Customer if Customer puts such equipment, services to use in its business or does not communicate its disapproval of the same together with reasons for such disapproval within 10 days from the date of receipt of such equipment or delivery of the services.		As the entire solution and equipment supplied as part of the solution have to be operated by the bidder, this clause is superfluous.
New Clause	Force Majeure		Neither party shall be liable for any failure or delay in performance resulting directly or indirectly from causes beyond its reasonable control due to act of God, war declared, negligence by customer, civil or political disturbance, lock-outs, , drought, floods, fire, theft, accidents and other exceptional circumstances ("Force Majeure") and the obligation of the affected party under the Agreement shall stand suspended during the currency of such Force Majeure event. In such a situation the affected party shall promptly notify the other Party of the event and both parties shall discuss the course of action to be taken afterwards.		Already addressed in Force Majeure clause of the RFP.
New Clause	Change Order		Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.		Already addressed in RFP.

New Clause	Arbitration		If any dispute or difference arises out of or relates to this Agreement and such dispute or differences cannot be resolved by the Parties, either Party shall, within thirty (30) days from the occurrence or failure to reach consensus, give the other Party notice in writing of the existence of such a dispute, specifying its nature and the issue and the Parties shall proceed to resolve such matter by arbitration; The arbitration shall be conducted or adjudicated by sole arbitrator mutually appointment for purpose herein. All arbitration proceeding shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 including the rules there under and any statutory modifications thereof. The arbitration proceedings shall be conducted in English language and the arbitration proceedings shall be held in Bangalore. The decision of the arbitrator(s) shall be final and binding.		Arbitration clause already part of RFP
New Clause	Sub-contracts		consent for sub-contracting shall not be unreasonably withheld or delayed or denied.		No change in "sub-contracting " clause
New Clause	Audit		Excepting a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Bidder to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Bidder's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Bidder's profitability or other such financial data.		Already covered
New Clause	Risk Purchase Clause		provided however that the Buyer shall first give a prior reasonable notice to the seller to rectify the default and only if the default continues even after the expiry of the cure period shall the Buyer have the right to invoke this clause. Provided further that the aggregate liability on account of the invocation of this clause shall be restricted to 10% of the charges which otherwise would have been payable to the Seller had this clause not been invoked.	did edits under respective clause also	Risk Purchase clause already part of RFP and no change in same is acceptable.
New Clause	Savings Clause		Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's non-performance is caused by Customer's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement		Already covered.

S. No.	Volume No. (I/ II/ III / IV/ V/ VI)	Section No.	Section	Sub Section (Name No.)	Statement as per document	tender Query by bidder	Reason for Query	BHEL Response
1	Annexures	Annexure 1	Name	One time Charge	One Time Charge	There is no option to give one time charges in the price bid format , we request you to provide one option for Quoting One time Charges	Since the Size of Project is large we request BHEL to provide the Option to Quote One time charges	Not Accepted. Price bid format is well considered format, no option for one time charge.
2	Annexures	Annexure 1	Price Bid Format	Software/License charges :for 30000 users	Total Software/License charges - Client Side for 30000 users	We recommend BHEL to purchase the email Licenses upfront and directly with the Email Software vendor , instead of getting it financed by the S.I	The cost for Email Software Licensing is not in control of S.I and since the ownership will be in the name BHEL & the cost of financing for BHEL will be much lesser compared to the S.I it is recommended that BHEL can purchase the same directly from the OEM, this will avoid the cost of financing & double taxation and reduce the cost of ownership for BHEL	No change. All software/licenses required in implementation of proposed messaging solution shall be part of this tender. There will be no separate procurement.
4	VOL-III	8.14	Others: 8.14.13.	Mail Messaging licenses shall be in BHEL's name	Both "perpetual" & "subscription" based Mail Messaging licenses are acceptable, provided these are in BHEL's name.	Since the Licenses needs to be in the name of BHEL , there is no subscription model for the same	We recommend BHEL to purchase software licenses upfront	Not accepted. There shall be no separate procurement for software/license.
5	VOL-III	3 Helpdesk & Facilities Management Services:	3.5. The helpdesk engineers		Scope of Help Desk Engineer	End User Support / for Desktop / Laptop should not be in scope of Helpdesk	• The End user call , should land on the existing Helpdesk of (BHEL)for Support , Configuration help and any support issue. (As per the Existing Process) . The bidder can provide trainers training , to augment the existing helpdesk for FMS. hereafter the LAN admin's of FMS will undertake the new Configurations. at Various BHEL Locations. However Any Issue pertaining to Migration from Existing to new Setup will be addressed by the bidder. This will increase the end user experience.	No change. Scope of Help Desk shall be as defined in RFP VOL- III,3 for mail messaging solution related support only.
6	VOL-III	5 Project Management	5.2		5.2. The bidder's project management team shall sit at BHEL Office at Delhi (NCR) or Hardwar, on full time basis from project initiation to project closure and handover.	How many people need to be stationed in BHEL hardware or Delhi Office for project management	We request BHEL to let SI do the manpower sizing and location as per the project ask.	No change. Manpower sizing for project mangement to be done by vendor w.r.t clause 5 of VOL III.
7	VOL-III	6 Project Management	6.2	6	Manpower Deployment During Implementation Period	In the rfp no. of people are mandatory to be deployed for migration	We request BHEL to not make mandatory the no. of people and Duration for manpower deployment , at BHEL offices for project management. Since the timelines and SLA are very stringed we request you to let S.I size the overall requirement as per the needs of the RFP.	No change. These are ideal estimates done by BHEL for manpower rquired during implementation, however timelines and SLA to be complied as defined in RFP.
8	VOL-II	16 Pre-Qualification Criteria	16.2	Bidder / System Integrator / Implementation Partner	The bidder must have successfully implemented the proposed Mail Messaging Product Series in India / Global during the last 7 years for a customer with at least 12000 mail users. In case of global experience of 12000 users, the bidder must have additionally successfully implemented the proposed mail messaging solution in India during the last 7 years for a customer with at least 8000 mail users	Can we propose the OEM as per the RFP Prequalification criteria other than the one in which S.I is having implementation experience as per RFP , but have capabilities to impliment.	The Deployment Architecture , Implementation Support and working of all the enterprise class mailing solution is similar & by Allowing the S.I to chose from any of the OEM mentioned in the PQ , S.I can do a price comparison between 2-3 OEM's before quoting it to BHEL , and this will bring down the cost for BHEL .	Not Accepted.
9	VOL-II			8.3 Feature List Matrix for proposed User Category:	The Mail Messaging Product / OEM	For Standard and Power User Can we Propose Zimbra Open Source Solution	It is complying to the Requirement of BHEL and will bring dowl the overall cost of the solution by 30% & Both Network Edition and Open Source Edition are supported by Zimbra	No. Open Source Solution does not comply the requirement for license in the name of BHEL and the messaging solution. Different versions of mail messaging product is not acceptable
1	Volume II (Pre-Qualification Criteria)	16.2 (Bidder / System Integrator / Implementation Partner)	9	Partnership with OEM	The bidder must be an authorized / certified partner of the proposed Mail Messaging Product OEM.	Please remove this clause	Since we are a Cloud Service provider we don't resell products / are partners of any one particular OEM . Please exempt this clause and let us procure the licenses from a OEM Authorized Reseller / Certified Partner for this Opportunity	No change

2	VOL-III , Technical & Functional Section	8	Technical and Functional Requirements:	Solution Design 8.1.1.2	<p>The bidder shall submit a detailed solution design document including the disaster recovery solution requirement as per clause 8.13 as part of its technical bid.</p> <p>The solution design document must be validated by authorized personnel of OEM's solution center. The solution design document must contain and provide following details:</p>	<p>We request Tender committee to not make it mandatory for S.I to get the Solution signoff from the OEM</p>	<p>We are eligible in bid with Multiple OEM's and we would not like to share our solution and sizing with the OEM because that will expose our pricing and technical components and there are chances of the same leaking to the competition. The SLA and Capability criteria defined in the bid are enough controls to set control</p>	<p>No change. These documents are required for the technical evaluation.</p>
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S.No	Volume Number (I/ II/ III / IV/ V)	Section Number	Section Name	Sub Section (Name & No.)	Statement as per Tender Document	Query by Bidder	Reason for query	Response by BHEL
1	Volume I : Introduction	-	Tender Information	C - Tender Document fee (Non-Refundable and Not Exempted) (Page 3 of 15)	NR 5,000/- (INR Five Thousand only) by DD in favour of Bharat Heavy Electricals Limited, payable at Haridwar. The DD must be submitted by the bidders with the tender offer submission.	This Clause should be removed for BSNL	BSNL is a Government Organization	Tender fee waived for Central/State PSUs/ Govt. depts
2	Volume I : Introduction	-	Tender Information	L - Bid Security/ Earnest Money Deposit (EMD) (Page 3 of 15)	INR.2,00,000/- (INR Two Lacs Only) - this will not attract any interest	This Clause should be removed for BSNL	BSNL is a Government Organization	EMD waived for Central/State PSUs/ Govt. depts
3	Volume II : Instructions to bidders	11	Security Deposit	11.1	Security deposit amount of Rs.4,00,000 (INR Four lacs only) plus 5% of the amount by which the order value exceeds Rs.50 lacs (eg. SD for contract value of INR 10 cr. will be INR 51.5 lakh) shall be submitted by the successful bidder within 15 days after signing the contract.	This Clause should be removed for BSNL	BSNL is a Government Organization	Security Deposit waived for Central/State PSUs/ Govt. depts
4	Volume II : Instructions to bidders	12	Interest Liability	-	In case of any delay in payment due to any reason, Owner shall not pay any interest on delayed payment.	The interest should be payable as per standard terms and conditions of BSNL		No Change
5	Volume II : Instructions to bidders	16	Pre Qualification Criteria	Bidder / System Integrator / Implementation Partner - 16.2 (2) Financial Parameters	The bidder should have average annual turnover of more than INR 100 Crores from IT Products & Services for the last 3 years. The bidder should have positive net worth for the last 3 financial years.	BSNL should be exempted from this clause being a Govt. organization.	BSNL is a Government Organization	No change
6	Volume II : Instructions to bidders	16	Pre Qualification Criteria	Bidder / System Integrator / Implementation Partner - 16.2 (3) Implementation Experience	The bidder must have successfully implemented the proposed Mail Messaging Product Series in India / Global during the last 7 years for a customer with at least 12000 mail users. In case of global experience of 12000 users, the bidder must have additionally successfully implemented the proposed mail messaging solution in India during the last 7 years for a customer with at least 8000 mail users.	Why there are 2 different eligibility criteria. Vol II : 16.2 (3) and Vol II : 16.2.(4) - Next. These two clauses are contradictory. The eligible bidder should have implemented a similar size mail box project in a Govt. Organization.		Vol II : 16.2 (3) refers to the Messaging solution same as that being quoted by the bidder, while Vol II : 16.2 (4) refers to any Messaging solution executed by the bidder. It is irrespective of Govt. organization and there is no change in the PQR.
7	Volume II : Instructions to bidders	16	Pre Qualification Criteria	Bidder / System Integrator / Implementation Partner - 16.2 (4) Experience in providing hosted messaging solution in India	The bidder must have executed hosted Mail Messaging solution for a minimum cumulative 5000 users in the last 7 years for 2 customers combined.	Why there are 2 different eligibility criteria. Vol II : 16.2 (3) and Vol II : 16.2.(4) - Next. These two clauses are contradictory. The eligible bidder should have implemented a similar size mail box project in a Govt. Organization.		Vol II : 16.2 (3) refers to the Messaging solution same as that being quoted by the bidder, while Vol II : 16.2 (4) refers to any Messaging solution executed by the bidder. It is irrespective of Govt. organization and there is no change in the PQR.
8	Volume II : Instructions to bidders	16	Pre Qualification Criteria	Bidder / System Integrator / Implementation Partner - 16.2 (5) Data Centre Facility	The bidder or its data center partner must have at least 2 tier-III or above compliant datacenters in India in 2 different seismic zones.	The Datacenters should be Tier -3 Certified Data Centers instead of only compliant.	Tier-3 Certified DC's have been tested for actual operational conditions and looking at criticality of project, there shall not be any loose point left	Proof of compliance is Certificate by an independent certifying / accrediting agency.
9	Volume III : Technical & Functional Section	8	Technical and Functional Requirements	8.3 Feature List Matrix for proposed User Category:	Concurrency-25% to 30%	Concurrency should be-100 % for solution design to avoid future scaling issues		No change

10	Volume III : Technical & Functional Section	8	Technical and Functional Requirements	8.3 Feature List Matrix for proposed User Category:	Maximum attachment size of an email is 20MB	Looking at increasing size of data and future requirements it is suggested for an email solution to support bigger attachment size upto 50MB.		No change
11	Volume III : Technical & Functional Section	8	Technical and Functional Requirements	8.3 Feature List Matrix for proposed User Category:	Maximum Mail Box Storage size is 10GB	Looking at increasing size of data and future requirements it is suggested for an email solution to support bigger mail box storage size upto 50GB.		No change
12	Volume III : Technical & Functional Section	8	Technical & Functional Requirements	8.4 Storage Requirements (8.4.1)	Bidder shall provision adequate storage considering mailbox quota as mentioned in section 8.3, transaction logs, high availability at storage layer in DC and storage in DR in RAID 5 / RAID 10 (on SAS 10k / 15k rpm disks or Fibre Channel disks).	Storage shall be sized by Inputs given by BHEL. Any variation in this may impact storage and hence commercials to BHEL.		No change
13	Volume III : Technical & Functional Section	8	Technical & Functional Requirements	8.4 Storage Requirements (8.4.2)	To bidder shall provide the calculation used to arrive at the proposed storage sizing requirements for the complete mail messaging solution. BHEL reserves the right to ask for higher storage if it is found that inadequate storage has been proposed based on inaccurate / wrong assumptions.	Storage shall be sized by Inputs given by BHEL. Any variation in this may impact storage and hence commercials to BHEL. BHEL should evaluate additional storage requirements During Technical Evaluation and bidder shall be allowed to change commercials for adding storage		No change
14	Volume III : Technical & Functional Section	8	Technical and Functional Requirements	8.5	Backup & Restoration Solution-The bidder shall provide a robust and reliable backup & restoration mechanism based on industry best practice for the purpose of backing up of the live email data of all the mail boxes	Normally intent of having backup is to achieve high uptime & avoid data loss. Solution Provider can use other ways also to achieve 99.9% SLA eg keeping online multiple copies of the data. So having dedicated Backup requirements should be removed		No change
15	Volume III : Technical & Functional Section	8	Technical & Functional Requirements	8.6 Connectivity (8.6.5)	The bidder shall be responsible for the maintenance & upkeep of the MPLS links within his datacenter. The bidder shall pro-actively monitor the utilization of the MPLS links at its datacenter and in case the utilization of the links is exceeding 60%, the bidder shall immediately inform the MPLS service provider and also BHEL about the same. The bidder shall analyze the traffic on the MPLS links at DC and identify any spam / spurious traffic flowing on the MPLS links. The bidder shall identify the source which is generating spam / spurious traffic on the MPLS links. The bidder shall pro-actively monitor, coordinate and follow-up with the MPLS service provider in case of any fault with the link. Any outage due to failure of MPLS equipment or fibre cut within the premises of the datacenter shall be counted as downtime of the mail-messaging solution, and shall be penalized accordingly.	MPLS uptime at DC can be monitored as requested in RFP, while we will not have rights to intercept traffic.		No change - Traffic can be analysed at the network interface connecting to the MPLS router. If required, read only access to the router will be arranged by BHEL.
16	Volume III : Technical & Functional Section	8	Technical & Functional Requirements	8.7 Security (8.7.1)	The proposed mail messaging solution should be fully secure from unauthorized access, virus attacks, phishing attacks, spam, denial of service attacks, etc. The successful bidder shall provision, set-up, install, configure, commission necessary Firewall, IPS, Secure gateway, Anti-Virus, Anti-Spam, SSL VPN, etc., systems for foolproof security of the Mail Messaging Application. There should be no single point of failure of the security devices provisioned.	Solution cannot be guaranteed to be fool proof of any threat as future threats are unforeseen. However known security features can be implemented as defined in RFP		No change

17	Volume III : Technical & Functional Section	8	Technical & Functional Requirements	8.7 Security (8.7.5)	The successful bidder shall conduct vulnerability and penetration test through a CERT-In certified third party on the proposed email solution once in every 6 months and reports should be shared with BHEL. The successful bidder shall update the system in response to any adverse findings in the report, without any additional cost to BHEL. BHEL may also depute auditors to conduct security check / vulnerability test / penetration test. Any security vulnerabilities discovered in PT / security check / audit shall be closed / plugged by the bidder within a month of submission of report.	VA/PT can be done as requested in RFP terms. Any finding of report, can be suggested to be implemented for existing solutions. For additional requirements where there is a commercial impact, BHEL is requested to release separate order to Bidder		No change - There cannot be any cost implication to BHEL
18	Volume III : Technical & Functional Section	8	Technical & Functional Requirements	8.12 Trainings (8.12.3)	Certified Business Continuity Professional (CBCP) from DRII (Disaster Recovery Institute international) or DRII authorized partner to 4-6 persons as per their standard program schedule. For trainings 8.12.1 & 8.12.2, infrastructure would be provided by BHEL. BHEL will decide the place of training. The bidder shall ensure that training is imparted in a professional manner by Qualified Personnel and Course Materials would have to be provided for the same. The bidder shall also provide online training material on how to use features of the mail messaging solution.	Need Clarity on clause		RFP clause 8.13 is self explanatory. Any specific query can be clarified by BHEL
19	Volume III : Technical & Functional Section	9	Technical and Functional Specifications:	9.9	Collaboration	In this RFP BHEL has asked only for Calendar Collaboration. With Digital Transformation being an emphasis of today's forward looking organizations like BHEL, it is strongly suggested that you should leverage this RFP to include some of the other collaboration and productivity tools as detailed below. As BHEL is opting for an Enterprise Mail Messaging Solution and not a Consumer Mail Solution, these features and functionalities are essential for employees to be more efficient and Organizations can achieve lower TCO with a natively Integrated solution than releasing individual RFPs for each of the capabilities.		No change
20	Volume III : Technical & Functional Section	9	Technical and Functional Specifications:	9.10.3.	Users should be able to digitally sign and/or encrypt emails.	It is desired to be supported or required as for external mails it require public certificate based solution		No change - Digital signature may be required for internal mails also

21	Volume III : Technical & Functional Section	9	Technical and Functional Specifications:	9.24.7	Should provide for putting a legal hold on a user so that they cannot edit / delete any of their past emails.	As users are not having access to journaling mailbox so legal hold is not required on individual mailboxes. It is suggested to Please remove this clause In this RFP BHEL has asked only for Calendar Collaboration. With Digital Transformation being an emphasis of today's forward looking organizations like BHEL, it is strongly suggested that you should leverage this RFP to include some of the other collaboration and productivity tools as detailed below. As BHEL is opting for an Enterprise Mail Messaging Solution and not a Consumer Mail Solution, these features and functionalities are essential for employees to be more efficient and Organizations can achieve lower TCO with a natively Integrated solution than releasing individual RFPs for each of the capabilities. 1. From the email client user should be able to see the presence of other persons(busy,free,away etc) 2.User should be able to click on person name & can start text chat session with that person 3.User should be able to do one to one Audio & video call with other person 4.User should be able to involve other person also in multiparty text chat discussion 5.Users should be able to do file transfer from the text chat client to other person 6.Text chat client should also be available on Mobile clients 7.Users should be able to tag other users for presence change alerts 8.For heavy attachments, to save on BW &Mailbox size requirements users should be able to share their files from the personal storage portal 9.Users should be able to provide View or Edit rights to the other users for their shared files 10.Users should be able to work together on the shared files 11.Users should be able to create team sites & do team collaboration 12.Users should be able to work on document libraries with check in check out functionalities 13.Document libraries should also support Version control capabilities 14.Users should be able to do topic based discussions on various organization related projects on this platform 15.For easy interoperability the Email, communication & collaboration solution should be from the same OEM		No change. Legal hold is separate feature it is a requirement.
22	Volume III : Technical & Functional Section	16	Pre Qualification Criteria	Mail Messaging Solution OEM - 16.1 (2) Presence In India	The Mail Messaging Product Vendor should have a registered office and support center in India.	Suggested Change " The Mail Messaging Product Vendor should have an Operating profit for the last 5 years, and should have a registered office and direct support in India. "		No Change
23	Volume III : Technical & Functional Section	16	Pre Qualification Criteria	Mail Messaging Solution OEM - 16.1 (3) Road Map	OEM-Certification-The proposed Mail Messaging Product must have a published declared Road Map upto at least 31st March 2019	It is suggested to change to "The proposed Mail Messaging Product must have a published declared support Road Map upto at least 31st March 2019" .		No Change
24	Annexure K	4			Data Centre facility should be carrier-neutral. Should have connectivity from BSNL, Reliance, Airtel & Tata Communications Ltd	Why 4 different, and specific vendors have been asked. Dual Last Mile uptime can be provided from 2 different providers and that can be made available		No Change, it is a requirement.

Sr#	Volume#	Section#	Section Name	Sub Section (Name & No.)	RFP Pt	Page #	Query by bidder	Reason for Query	BHEL Response
1	Volume-III	8	Technical and Functional	Feature List Matrix for proposed User Category	8.3	57	Concurrency-25% to 30%	Concurrency should be-100 % for solution design to avoid future scaling issues	No Change. The normal concurrency will be 25-30% only. However, on rare occasions, it may go up by 50% than normal concurrency.
2	Volume-III	9	Technical and Functional Specifications	Public Key Infrastructure	9.10.3.	71	Users should be able to digitally sign and/or encrypt emails.	It is desired to be supported or required as for external mails it require public certificate based solution	No change.Support should be available in the solution.Digital certificate for individual shall be provided by BHEL.
3	Volume-III	9	Technical and Functional Specifications	Archiving & Journaling	9.24.7	88	Should provide for putting a legal hold on a user so that they cannot edit / delete any of their past emails.	As users are not having access to journaling mailbox so legal hold is not required on individual mailboxes.It is suggested to Please remove this clause	No change. Journaling feature is different from Legal Hold.
4					9.9	71	Collaboration	<p>In this RFP BHEL has asked only for Calendar Collaboration. With Digital Transformation being an emphasis of today's forward looking organizations like BHEL, it is strongly suggested that you should leverage this RFP to include some of the other collaboration and productivity tools as detailed below. As BHEL is opting for an Enterprise Mail Messaging Solution and not a Consumer Mail Solution, these features and functionalities are essential for employees to be more efficient and Organizations can achieve lower TCO with a natively Integrated solution than releasing individual RFPs for each of the capabilities.</p> <p>1. From the email client user should be able to see the presence of other persons(busy,free,away etc)</p> <p>2.User should be able to click on person name & can start text chat session with that person</p> <p>3.User should be able to do one to one Audio & video call with other person</p> <p>4User should be able to involve other person also in multiparty text chat discussion</p> <p>5.Users should be able to do file transfer from the text chat client to other person</p>	No change.

5	Volume-III	8	Technical and Functional	Backup & Restoration Solution:	8.5	59	Backup & Restoration Solution-The bidder shall provide a robust and reliable backup & restoration mechanism based on industry best practice for the purpose of backing up of the live email data of all the mail boxes	Normally intent of having backup is to achieve high uptime & avoid data loss.Solution Provider can use other ways also to achieve 99.9% SLA eg keeping online multiple copies of the data.So having dedicated Backup requirements should be removed	Vendors may design any additional backup method, the recommendation stated are BHEL's minimum requirement.
6	Volume-III	8	Technical and Functional	Disaster Recovery Solution	8.13	64	Disaster Recovery Solution-The DR site will be hosted within BHEL at Haridwar Unit. Floorspace for 3 racks, Power, AC & UTP network connectivity will be made available by BHEL at DR site	It is suggested to remove dedicated DR solution placement at Haridwar. As the bidder has to own the SLAs, it should be left to the Bidder to decide on the DR location.	No change. Requirement of DR at BHEL Haridwar is a considered decision.
7	Volume-III	8	Technical and Functional	Data Migration	8.9	61	Data Migration:The successful bidder shall migrate mail data from about 27000 existing user accounts on servers spread across multiple existing mail domains to the new mail messaging system. The entire activity shall be meticulously planned and implemented so as to ensure no loss of data and with minimum downtime of email services without any intervention of end user. The successful bidder shall deploy adequate skilled resources during the transition period.	Data migration requirement will be very time consuming,high on BW Requirement & will have data loss scenarios.It is suggested that BHEL should ask their users to download their email data as outlook pst & connect with fresh mailbox in the new solution	No change. The mail data on servers requires to be migrated.
8	Vol-V	Annexure D	General Conditions of Contract	Pre-Qualification Criteria	3	32	OEM-Certification-The proposed Mail Messaging Product must have a published declared Road Map upto at least 31st March 2019	It is suggested to change to "The proposed Mail Messaging Product must have a published declared support Road Map upto at least 31st March 2019" .	No change.
9	Vol-V	Annexure D	General Conditions of Contract	Pre-Qualification Criteria	2	32	The Mail Messaging Product Vendor should have a registered office and support center in India.	Suggested Change " The company should have an Operating profit for the last 5 years, and should have a registered office and direct support in India. "	No change.

10	Vol-III	8	Technical and Functional	Feature List Matrix for proposed User Category	8.6.4	60	For 30000 users, BHEL will provide two numbers of 48 Mbps MPLS links (one primary & other for redundancy) at the DC. One MPLS link of 32Mbps will be made available at DR at Haridwar.	As internet connectivity is available in abundance ,it is suggested for BHEL to change the entire connectivity over internet instead of mix of MPLS & Internet	No change. Requirement of connectivity over MPLS & Internet is well considered.
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S/No	Clause no	Statement as per TC	Query/Relaxation	Remarks	BHEL Resonse
1	16.2 S/No:4 experience in providing hosted messaging solution in India	The bidder must have executed hosted mail messaging solution for a minimum cumulative 5000 users in the last 7 years for 2 customers combined.	Reduced to cumulative 3000 users.	Vendor is already providing hosted messaging solution to IRPMU, MRVC, REL & CORE etc.	No Change
2		Two (2) CISSP/CISM Professionals. Two (2) PMP certified Professional.	Relaxed by removing this requirement.	RailTel is already managing the hosted messaging services through experienced Railway S&T officers as well as direct recruited well trained network & security experts engineers.	No change

Sr. No.	Volume No. (I/ II/ III / IV/ V/ VI)	Section No	Section Name	Sub Section Name & No	Statement as per tender document	Query by bidder	Reason for Query	BHEL Response
1			Pre Qualification	Bidder / System Integrator / Implementation Partner	The bidder must have successfully implemented the proposed Mail Messaging Product Series in India / Global during the last 7 years for a customer with at least 12000 mail users. In case of global experience of 12000 users, the bidder must have additionally successfully implemented the proposed mail messaging solution in India during the last 7 years for a customer with at least 8000 mail users.	Here in we request for ammendment in clause :he bidder must have successfully implemented Mail essaging Product Series in India during the last 7 years for a customer with at least 4500 mail users.	Here in we request for relaxation in clause so that more and more bidders get qualified.	Not Accepted
2					As per the tender licensing has to be procured in the name of BHEL .	Need to confirm if bidder can provide licensing in their own name and provide services to BHEL		No, Licenses should be in the name of BHEL.
3			Pre Qualification	Trained Manpower	The bidder must have at least following resources on its current pay-roll in India: a) Two (2) solution experts of the proposed Mail Messaging product. b) One (1) trained consultant in business continuity and disaster recovery solution design. c) Two (2) CISSP/CISM certified professionals. d) Two (2) PMP certified professionals. e) Two (2) ITIL V3 certified professionals.	We request for relaxation in clause as per below. The bidder must have at least following resources on its current pay-roll in India: a) Two (2) solution experts of the Mail Messaging product. b) One (1) trained consultant in business continuity /disaster recovery solution design. c) one CISSP/CISM certified professionals. d) Two (2) PMP certified professionals. e) Two (2) ITIL V3 certified professionals.	Here in we request for relaxation in clause so that more and more bidders get qualified.	Not Accepted

Volume No. (I/ II/ III / IV/ V/ VI)	Section No.	Section	Sub Section (Name No.)	Statement as per document	tender Query by bidder	Reason for Query	BHEL Response
VOL-II	16 Pre- Qualification Criteria	16.2	Bidder / System Integrator / Implemen tation Partner	The bidder must have successfully implemented the proposed Mail Messaging Product Series in India / Global during the last 7 years for a customer with at least 12000 mail users. In case of global experience of 12000 users, the bidder must have additionally successfully implemented the proposed mail messaging solution in India during the last 7 years for a customer with at least 8000 mail users	We Request BHEL to allow S.I to chose / propose the OEM as per the OEM RFP Prequalification criteria other than the one in which S.I is having implementation experience as per RFP , but have capabilities to implement.	By Allowing the S.I to chose from any of the OEM mentioned in the PQ the overall cost for the solution for BHEL will come down as then there will be 3 oem's competing for the project. We are also willing to give an undertaking for successful implementation and Support for the next 5 years for the smooth implementation of the project m if this clause is relaxed by BHEL.	No Change

Point no	Query	page no.	Remarks	BHEL Response
4.3	Proactive health check-up and assessment of complete Messaging Infrastructure using Certified Resources.	9 of 54	A few open Source Solution OEM's do not provide any certifications. Please change it	No Change
5.8	A project steering committee, comprising of senior officials of BHEL and the bidder shall be formed to oversee the implementation of the project. The steering shall meet at least once in every month till the closure/handover of the project. The bidder's project manager shall keep all the steering committee members informed about the project progress by sending them the weekly project progress report through email.	12 of 54	Please clarify the location of the meeting.	Delhi/Hardwar
7	Available internet /MPLS bandwidth for the Mail messaging solution at the datacenter	14 of 54	Please clarify who will own the responsibility of MPLS Bandwidth.	No Change. Clause 8.6.3 mentions that BHEL will extend its MPLS to Service Providers Data center. The B/W of MPLS in BHEL premise upto Service Providers telco room will be BHEL 's responsibility. The bidder has to monitor the B/W till the termination point within SP's premise.
8.4.4	The SAN Storage proposed for mail storage should have sufficient IOPS for proper response & performance of the proposed mail messaging solution and user base. The OEM of SAN Storage to certify that the IOPs requirement will be met by the proposed SAN storage solution. .	20 of 54	This is part of the shared infra. We can get the same certificate from the messaging OEM if required.	No change

8.6.5	The bidder shall be responsible for the maintenance & upkeep of the MPLS links within his datacenter. The bidder shall pro-actively monitor the utilization of the MPLS links at its datacenter and in case the utilization of the links is exceeding 60%, the bidder shall immediately inform the MPLS service provider and also BHEL about the same. The bidder shall analyze the traffic on the MPLS links at DC and identify any spam / spurious traffic flowing on the MPLS links. The bidder shall identify the source which is generating spam / spurious traffic on the MPLS links. The bidder shall pro-actively monitor, coordinate and follow-up with the MPLS service provider in case of any fault with the link. Any outage due to failure of MPLS equipment or fibre cut within the premises of the datacenter shall be counted as downtime of the mail-messaging solution, and shall be penalized accordingly.	22 of 54	Tool with detailed dashboard for the monitoring of MPLS link has to be provided by MPLS provider.	No Change. Bidder has to monitor link within his data center only (from Telco room to Server).
8.12.3	Certified Business Continuity Professional (CBCP) from DRII (Disaster Recovery Institute international) or DRII authorized partner to 4-6 persons as per their standard program schedule. per their standard program schedule. For trainings 8.12.1 & 8.12.2, infrastructure would be provided by BHEL. BHEL will decide the place of training. The bidder shall ensure that training is imparted in a professional manner by Qualified Personnel and Course Materials would have to be provided for the same. The bidder shall also provide online training material on how to use features of the mail messaging solution.	25 of 54	Request to remove. As the DR Drill are responsibility of the bidder, so this is not required.	No Change
8.12.12	The vendor shall conduct DR drills at regular intervals in consultation with BHEL team as per BHEL's ISMS policy.	26 of 54	Please clarify or provide details of ISMS policy.	No Change. ISMS policy will be shared to the successful bidder
8.14.4	The successful bidder shall maintain logs of all mails (incoming, outgoing, internal) containing date, time, sender, recipients, subject, status of successful/failure send status etc. for entire contract period.	27 of 54	We suggest that the logs should be maintained for 3/6 months. Because otherwise it will become a large data size and anyways the copy of the mails will be	No change

1.6	Currently BHEL users are primarily using MS Outlook, Thunderbird, Netscape, etc, as mail client. In case, the offered solution is not fully compatible and integrable with these clients, the bidder shall supply a rich client and install and configure the same on all the desktops / laptops (about 25000 in number) at all the BHEL locations. The required number of licenses and charges thereof shall be included in the solution		For the mail client migration, the version of the client should be latest(n) or (n-1).	Acceptable.
	If, it is observed that there is degradation in the application response (response is slow), or the user has to wait for somewhat longer time before the application responds and the same poor response continues for more than an hour, a trouble ticket shall be booked for the same. The bidder shall then identify the cause of the problem and resolve it at the earliest. If the problem is caused by insufficient bandwidth at the datacenter, or by malfunctioning, poor performance, choking of a hardware / software component at the bidder's datacenter, the same shall be rectified / replaced at the earliest. If the problem is caused by any device / component / link, etc., not supplied & maintained by the bidder, BHEL will try to rectify the problem and no penalties will be imposed on the bidder for the		Degradation in performance due to internal spam created with in BHEL's domain will not be bidders responsibility. BHEL has to control the unnecessary data created internally.	Acceptable
	The user database in the directory shall be synchronized periodically with the BHEL's existing SAP HR user database which is hosted at BHEL Trichy Unit. Bidder shall propose mechanism to achieve this synchronization		Which database, bidder doesn't have any acces to SAP DB, BHEL has to provide data to bidder so that the same can be updated in the mailing directoy server.	No Change. Access will be provided. But bidder has to specify & configure the mechanism to do the same.
	Maximum Application Response time from Haridwar, Bhopal, EDN Bangalore, RC Puram Hyderabad & Trichy		it is dependednt on MPLS, Sla out of scope of bidder	No Change. The bidder has to suggest the B/W which must be available for the required SLA with required no.of concurrent sessions.

Sl. No.	Parameter	Mandatory Qualification Description	Evidence to be submitted	Suggested Changes	BHEL Remark
3	Implementation Experience	<p>The bidder must have successfully implemented the proposed Mail Messaging Product Series in India / Global during the last 7 years for a customer with at least 12000 mail users.</p> <p>In case of global experience of 12000 users, the bidder must have additionally successfully implemented the proposed mail messaging solution in India during the last 7years for a customer with at least 8000 mail users.</p>	<p>Successful Implementation certificate from the Customer for each complete implementation</p> <p>OR</p> <p>Self-certificate with access to the BHEL for validation from the customer within 15 days of request from BHEL. In case such timely access is not available & or customers are either nonresponsive or give inadequate response, as decided by BHEL, such claims of Bidder shall be liable to be rejected.</p>	<p>The mailing system is a critical services and like other similiar services it is bound by the Non-Disclosure Agreement.Request that the letter / document certifying that the bidder has implemented proposed Mail Messaging Product Series in India during the last 7 years for customer or from bidders group company with at least 5000 mail users.</p>	<p>No Change.</p> <p>We are asking for certificate of the implementation(8000 ac) only and not details of the project.As BHEL we cannot validate from customers without official acceptance of the same.</p>
8.7.5	Security	<p>The successful bidder shall conduct vulnerability and penetration test through a CERT-In certified third party on the proposed email solution once in every 6 months and reports should be shared with BHEL. The successful bidder shall update the system in response to any adverse findings in the report, without any additional cost to BHEL. BHEL may also depute auditors to conduct security check / vulnerability test / penetration test. Any security vulnerabilities discovered in PT / security check / audit shall be closed / plugged by the bidder within a month of submission of report.</p>		<p>Request BHEL to have the 6 monthly VAPT test conducted directly from CERT-IN certified party.</p>	<p>No Change</p>

29.2	Form of Payment	Within Forty Five (45) days of receipt of the correctly prepared and adequately required documentary supported invoice duly certified by the Owner for fulfilling the criteria for payment, the Owner shall pay the amount of such invoice into a nominated bank account of the Bidder, provided the Bidder has submitted such invoice in accordance with the provisions of this clause/Article.		Request BHEL to release payment within 30 days from the submission of bills along with requisite supporting documents with the end user.	No Change.
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Sr. No.	Volume No. (I/ II/ III / IV/ V/ VI)	Section No.	Section Name	Sub Section (Name & No.)	Statement as per tender document	Query by bidder	Reason for Query	BHEL Reply
1	I	1	1.3 About the Project	1.3.1 BHEL's Requirement	d) BHEL will pay per mailbox (user) per quarter basis.	If BHEL is going to pay on per mailbox basis then why separate charges for Hardware, Software & Hosting has been asked	Commercial Working	1. DR hardware will be owned by BHEL in case of contract violation. 2. Licences will be in the name of BHEL or transferred to BHEL on end of term. 3. Milestone payments to be made
2	V	Annexure I	A	Price Bid format	Quarterly Outright Purchase Charges including OEM Maintenance/Support(INR) & Quarterly Interest/ Rental/ Lease Charges (INR)	Kindly ask for total Hardware & Finance Charges only instead of asking both seperately	To Provide Total Charges only	No Change. It is Required