

Tender Document for Enterprise Mail Messaging Solution



Tender No.: HW/ITX/2/1391

Date of Issue: 5th Sep, 2016

BHARAT HEAVY ELECTRICALS LIMITED

Registered Office:
BHEL House,
Siri Fort, New Delhi -110049
India

VOL-I

Introduction

TENDER INFORMATION		
A	Tender No.	HW/ITX/2/1391 dated 5 th Sep, 2016
B	Job	Procurement of Enterprise Mail Messaging Solution
C	Tender Document fee (Non-Refundable and Not Exempted)	INR 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.
D	Availability of Tender Documents in the Web site	Download from www.bhel.com , Start of display date: 5-Sep-2016.
E	Pre-Bid Queries	The Bidder is requested to submit questions in writing or by email as per Annexure-A Template for Pre-Bid Queries. Last date for receiving pre-bid queries -20-Sep-2016, either in writing or via email to geeta@bhelhwr.co.in.
F	Tender Submission	4th Oct-2016 by 13:45 Hrs IST
H	Place of Submission of Bid	Head of Material Management Heavy Electricals Equipment Plant Bharat Heavy Electricals Limited Ranipur Haridwar (Uttarakhand) PIN – 249403
I	Opening of Part-I Bid	4th Oct-2016 by 14:00 Hrs IST
J	Contact Person	Geeta Singh, SDGM, ITX, BHEL Haridwar Email id : geeta@bhelhwr.co.in
K	Time For Completion (Commissioning)	Details provided in the technical volume of the tender
L	Bid Security/ Earnest Money Deposit (EMD)	INR.2,00,000/- (INR Two Lacs Only) - this will not attract any interest
M	Validity of Bid	180 days from opening of Pre-qualification bid.
N	Independent External Monitor (IEM)	Sh. D.R.S Chaudhary, IAS (Rtd.)

Disclaimer

The information contained in this Tender Document or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of BHEL or by any of their employees or consultants, shall be subject to the terms and conditions set out in this Tender Document and any other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation by BHEL to any party other than the Bidder who is qualified to submit the Bid. The purpose of this Tender Document is to provide the Bidder with information to assist the formulation of their Proposal in response to this Tender Document. This Tender Document has been prepared with care and attention to provide all required information to the Bidders. However, Bidders may need more information than that provided. In such an event, the Bidder is solely responsible to seek the information required. BHEL reserves the right to provide additional requested information at its sole discretion and shall provide the same to all Bidders (i.e. the Bidder who has sought for such information as well as all other Bidders). In order to respond to the tender, if required, and with the prior permission of BHEL, each Bidder may conduct his own study and analysis, as may be necessary to supplement the information and data. BHEL, its employees and consultants make no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the Bidder may make in case of his failure to understand the requirement and make the proposition. BHEL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

1 Introduction

1.1 About Bharat Heavy Electricals Limited (BHEL)

Established in 1964, BHEL is India's largest engineering and manufacturing company of its kind engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products, systems and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable Energy, Oil & Gas and Defence. The company has been earning profits continuously since 1971-72 and paying dividends uninterruptedly since 1976-77. In recognition of its consistent high performance, BHEL has been conferred with the 'Maharatna' status by the Government of India on 1st February 2013. It is now one among seven Maharatna PSEs. The company has added Power Plant Piping Unit, Thirumayam, Tamil Nadu as its 16th Manufacturing Unit on 2nd August 2013. BHPV, the 100 percent subsidiary of BHEL located at Vishakhapatnam in Andhra Pradesh, has been merged with BHEL and renamed 'Heavy Plates & Vessels Plant (HPVP)' - the 17th manufacturing unit of the company. With a widespread network of 17 manufacturing units, two repair units, four regional offices, eight service centres, eight overseas offices, 15 regional centres, seven joint ventures, and infrastructure to execute more than 150 project sites across India and abroad, BHEL provides products, systems and services to customers efficiently and at competitive prices. The company has established capability to deliver 20,000 MW p.a. of power equipment to address the growing demand for power generation equipment. The company is also setting up a new Greenfield Power Equipment Fabrication Plant at Bhandara, Maharashtra, the foundation stone for which was laid on 14th May 2013. BHEL places strong emphasis on innovation and development of new technologies. Its research and development (R&D) efforts enables a strong customer orientation for responding to changes in the market.

The high level of quality & reliability of our products is due to adherence to international standards by acquiring and adapting some of the best technologies from leading companies in the world including General Electric Company, Alstom SA, Siemens AG and Mitsubishi Heavy Industries Ltd., together with technologies developed in our own R&D centres.

Most of our manufacturing units and other entities have been accredited to Quality Management Systems (ISO 9001:2008), Environmental Management Systems (ISO 14001:2004) and Occupational Health & Safety Management Systems (OHSAS 18001:2007).

BHEL has retained its market leadership position during 2013-14 with 72% market share in the Power Sector, even while operating in a difficult business environment. Improved focus on project execution enabled BHEL record highest ever commissioning/synchronization of 13,452 MW of power plants in domestic and international markets in 2013-14, marking a 30% increase over 2012-13.

We have added more than 1,24,000 MW to the country's installed power generating capacity so far.

We have been exporting our power and industry segment products and services for over 40 years. BHEL's global references are spread across over 76 countries across all the six continents of the world. The cumulative overseas installed capacity of BHEL manufactured power plants exceeds 9,000 MW across 21 countries including Malaysia, Oman, Iraq, the UAE, Bhutan, Egypt and New Zealand. Our physical exports range from turnkey projects to after sales services.

We work with a vision of becoming a global engineering enterprise providing solutions for a better tomorrow.

Our greatest strength is our highly skilled and committed workforce of 48,399 employees. Every employee is given an equal opportunity to develop himself/herself and grow in his/her career. Continuous training and retraining, career planning, a positive work culture and participative style of management - all these have engendered development of a committed and motivated workforce setting new benchmarks in terms of productivity, quality and responsiveness.

Further details including Annual Reports can be accessed at BHEL website www.bhel.com.

1.1.1 Product Profile

Power	Industry	Transmission	Transportation
Air Pre-heaters	Capacitors	Bushings	Electric Rolling Stock
Boilers	Ceralin	Capacitors	Electrics for Rolling Stock
Control Relay Panels	Compressors	Control Relay Panels	Electrics for Urban Transportation System
Electrostatic Precipitators	Desalination Plants	Transformers	R&D Products
Fabric Filters	Diesel Generating Sets	Control Shunt Reactor	Fuel Cells
Fans	Industrial Motors & Alternators	HVDC Transmission System	Surface Coatings
Gas Turbines	Gas Turbines	Insulators	Automated storage & Retrievals
Hydro Power Plant	Oil Field Equipment	Switchgears	Load Sensors
Piping Systems	Solar Photo-voltaics	Power Semiconductor Devices	Transparent Conducting Oxide
Pulverisers	Power Semiconductor Devices	Power System Studies	Non-Conventional Energy Source
Pumps	Seamless Steel Tubes	Power Transformer	Mini/Micro Hydro Sets
Seamless Steel Tubes	Soot blowers		Solar Lanterns

Soot blowers	Steel Castings & Forgings		Solar Photo-voltaic
Steam Generators	Steam Generators		Solar Water Heating Systems
Steam Turbines	Steam Turbines		Wind Electric Generators
Turbo generators	Turbo generators		
Valves	Valves		
FGD	Steel Chimney		
Gates and Dampers	Gates and Dampers		
Desalination Plants	Desalination Plants		
Steel Chimney			
LTC (Load Tap changer)			

1.1.2 Systems & Services

Power Generation Systems	Transmission Systems	Transportation Systems	Industrial Systems
Turnkey power stations.	Sub-stations switchyards.	Traction systems.	Industrial drives and control systems.
Combined-cycle power plants.	HVDC transmission systems	Urban transportation systems.	Erection commissioning, operation and maintenance services.
Cogeneration systems.	Shunt and series compensation systems.	Erection commissioning, operation and maintenance services.	Spares management.
Modernization and rehabilitation of power stations.	Power system studies.	Consultancy services.	Consultancy services.

Power Generation Systems	Transmission Systems	Transportation Systems	Industrial Systems
Erection commissioning, operation and maintenance services.	Erection commissioning, operation and maintenance services.		
Spares management.	Consultancy services.		
Consultancy services.			
Renovation, Modernization & Up gradation (R,M&U)			
Residual Life Assessment (RLA)			

1.1.3 BHEL Units/Divisions Location Details

1. Bhopal.
2. CFFP, Haridwar.
3. HEEP, Haridwar.
4. HPBP, Trichy (includes Piping Centre, Chennai & IVP Goindwal).
5. SSTP, Trichy.
6. Thirumayam.
7. Corporate Office, New Delhi.
8. Project Management Group, New Delhi.
9. Power Sector - HQ, New Delhi.
10. Power Sector – Marketing, New Delhi.
11. Industry Sector, New Delhi.
12. Spares & Services Business Group, New Delhi.
13. International Operation, New Delhi.
14. Transmissions Business Group, New Delhi.
15. ROD (Chennai, Guwahati, Jabalpur, Jaipur, Kolkata, Lucknow, Mumbai, New Delhi, Raipur, Ranchi, Secunderabad, Vadodara).
16. BAP, Ranipet.
17. ISG, Bangalore.
18. Jhansi.
19. Power Sector – Eastern Region, Kolkata
20. Power Sector – Western Region, Nagpur
21. Power Sector – Southern Region, Chennai
22. Power Sector – Northern Region, Noida
23. PS-TS, Noida.
24. Power Sector – PEM, Noida.
25. HRDI, Noida.
26. HERP, Varanasi.
27. CFP, Rudrapur.

28. IP, Jagdishpur.
29. Central Stamping Unit, Jagdishpur.
30. Electrical Machines Repair Plant, Mumbai.
31. Corporate R&D, Hyderabad.
32. HPEP, Hyderabad.
33. PE&SD Hyderabad.
34. EDN, Bangalore.
35. EPD, Bangalore.
36. BHPV, Visakhapatnam.
37. PEFP, Bandhara

1.2 IT Landscape at BHEL

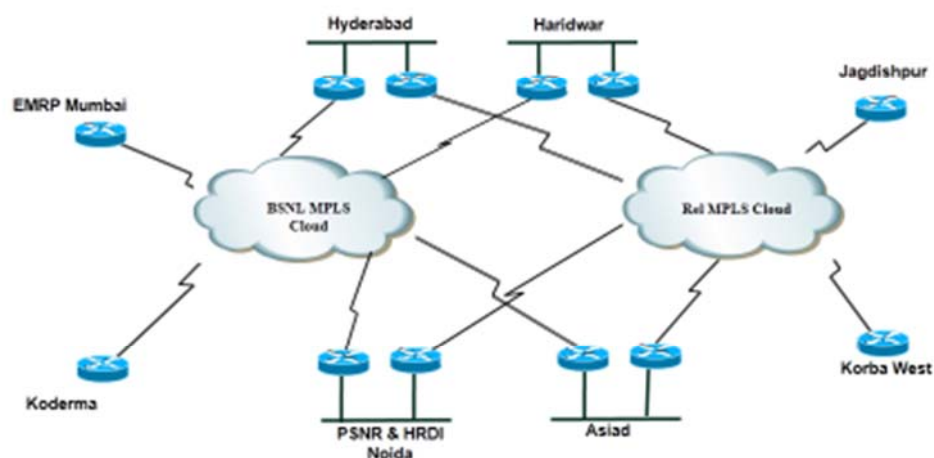
In BHEL, Information Technology has deeply penetrated all the functional areas and it is suitably deployed in various facets of company's operations. The company has substantially introduced IT in its Engineering, Manufacturing, and Materials Management & Production functions. IT initiatives have been taken up so as to meet the emerging demands of the business challenges of the New Economy.

1.2.1 Existing Network Infrastructure

BHEL is using MPLS connectivity from multiple service providers to connect their locations.

The BHEL locations are connected through multiple connectivity options with redundancy as required.

BHEL WAN Illustrative Schematic



Details of Bandwidth at BHEL:

Unit	Available Bandwidth
Major Units	24 - 32 Mbps
Mid-Sized Units	10 - 16 Mbps
Small Units	4 to 8 Mbps
Sites & Other small locations	2 - 4 Mbps

1.2.2 Existing IT Infrastructure

All Units and Divisions have their own computing resources as per their perceived needs. Local connectivity of different departments and groups has been achieved through state of the art LAN technologies (Giga Bit Ethernet/ Fibre optics). BHEL has established its Corporate Level Wide Area Network on MPLS based technology linking Manufacturing Units, Service Divisions, Project Sites and offices. This has enabled exchange of information across the Units / Divisions in a secured way. This network MPLS interconnects all locations of BHEL across the country on OFC/RF Links/VSATs/ internet.

1.3 About the Project

In BHEL, email as business information sharing medium is being used for more than 15 years now. Email has become one of the most convenient and dependable medium for fast sharing of files, drawings, data, etc. The details of current mailing solutions available across BHEL are as follows:

S.No	Unit / Region Name	Number of Mail Users	Domain Name	Mailing Solution
1	Corporate, New Delhi	1400	bhel.in, bhel.co.in	Zimbra collaboration suite - Open source
2	Industry Sector, New Delhi	850	bhelindustry.com	VPOP3 - 2.3.0
3	PEM, Noida	907	bhelpem.co.in	MS Exchange 2010
4	Haridwar	2000	bhelhwr.co.in	MS Exchange 2013

5	Bhopal	3200	bhelbpl.co.in	Linux postfix-2.6.6
6	RC Puram, Hyderabad	3700	bhelhyd.co.in	ZIMBRA 7.1
7	EDN Bangalore	1800	bheledn.co.in	Open source mail solution Postfix 2.3.3
8	Trichy	4200	bheltry.co.in(2700); local.bheltry.co.in (1500)	Postfix 2.8.9
9	Jhansi	675	bheljhs.co.in	Postfix 2.8.7
10	Ranipet	1120	bhelrpt.co.in	Qmail 1.03
11	PSNR Noida	850	bhelpsnr.co.in	Qmail 1.03
12	PSER Kolkata	1202	bhelpser.co.in	Linux Squirrel mail
13	PSWR Nagpur	862	bhelpswr.co.in	Postfix 2.3.3
14	PSSR Chennai	1050	bhelpssr.co.in	Zimbra Release 7.2.0
15	EPD Bangalore	400	bhelepd.com	Postfix-2.3.3
16	IVP Goindwal	90	bhelivp.in	Linux Sendmail 8.10.1
17	ISG, Bangalore	500	mail.bhelisg.com	postfix-2.3.3
18	Piping Centre, Chennai	280	mail.bhelmpc.co.in	LINUX POSTFIX 2.2.5
19	Corporate R&D, Hyderabad	500	bhelrnd.co.in	Zimbra collaboration suite - Open source(ver 6.0.9_GA_2686)
20	ROD Chennai	83	rodchn.bhel.co.in	Qmail toaster (squirrel mail)
21	PSTS Noida	100	psts.bhel.co.in , powsec.bhel.co.in	POSTFIX-2.4.5-3
22	ROD Mumbai	80	bhelrmb.co.in	Webmin 1.58

23	IP Jagdishpur	225	bhelip.in	Postfix 2.7.7
24	CSU&FP Jagdishpur	100	bhelcsufp.in	POSTFIX 2.9.6
25	EMRP Mumbai	100	bhel-emrp.com	NA
26	PPPU, Thirumayam	100	bhelmmm.co.in	Till now using trichy Domain
27	Rudrapur	90	bhel.in	NA
28	HERP Varanasi	129	bhel.in	Same as Corporate Office
29	HPVP	400	bhvpvl.com	hosted
Total		26993		

BHEL currently has 3000 MS Exchange CALs (2000 at Haridwar and 1000 at PEM, Noida). After the migration of these domains to the new solution and discontinuance of these domains, these licenses will become redundant.

Note:

Information related to applications using Messaging Solution, Mail traffic, Concurrency, Data volumes etc. are attached in **Annexure-B**.

1.3.1 BHEL's Requirement

To overcome the limitations of existing Messaging Solutions deployment across BHEL, there is a need for a unified Mail Messaging solution with single email domain (**bhel.in**) which will provide a robust uniform medium for exchange of business information and collaboration across the organization. A single mail messaging solution will bring uniformity in email domains / email ids across the company which will have a good impact on the image of the company. Further, compliance to various statutory requirements in terms of mail retention & archiving, mail tracing, implementation of uniform mail & mail security policy across the organization will be easier.

The requirements from the Unified Mail Messaging solution with single email domain (**bhel.in**) are as under:

- a) The solution should be based on an enterprise class messaging platform. All the users in the organization will use the same solution for their mail messaging requirements.

- b) There will a single email domain (bhel.in) across the organization. The email ids of the users will be in the format <firstname.lastname@bhel.in>. Once an employee joins the company, a unique email id will be allotted to him/her and the allotted email id will not change during the tenure of the employee in the company.
- 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.
- d) BHEL will pay per mailbox (user) per quarter basis.
- e) The solution will be initially taken for a period of 5 years.
- f) The mailbox data of all users currently residing on mail servers at various locations will be migrated to the new Mail Messaging solution.
- g) The existing email domains will run concurrently with the new email domain for a period of 6 – 8 months after which the existing domains will be discontinued.
- h) The solution shall be scalable from 24,000 to 36,000 email users.
- i) Solution shall provide 4 user types (profiles) depending on features and functionalities required by different users.
- j) Service Level Agreement (SLA) will be signed with the solution provider for ensuring quality of service and performance of the solution.
- k) Sufficient security measures should be implemented to mitigate various risks.
- l) Regular backup of emails shall be taken. Proper compliance archiving / journaling shall be implemented.
- m) Disaster Recover (DR) facility shall be implemented for business continuity.
- n) The implementation should be completed in 180 days from the Date of Award.

***Note: For detailed scope and requirements refer Vol-III.**

With the implementation of above solution following improvements are foreseen:

- a) Uniformity and standardization in email addresses.
- b) Common online email directory available across organization.
- c) Uniform e-mail solution across organization.
- d) Consolidation of e-mail infrastructure.
- e) Better enforcement of email policy or security policy across the company.
- f) Better backup, archiving and regulatory compliance.
- g) High availability for high resilience.

- h) Advanced features like calendar sharing, tasks assignment, shared folder, contact synchronization with mobile, etc., to be incorporated.

2 Definitions

- **Owner/ Purchaser:** Bharat Heavy Electricals Limited (Registered Office: BHEL House, Siri Fort, New Delhi - 110049, India).
- **Mail Messaging Product / Software OEM:** Original vendor having IPR of the Mail Messaging Product.
- **Bidder / System Integrator / Implementation Partner:** Shall mean, the agency that provides all necessary supplies and services for the successful implementation of the Mail Messaging Solution.
- **Request for Proposal (RFP) / Tender Document:** Shall mean, written solicitation that conveys to the Bidder, requirements for products/ services that the Owner intends to buy and implement.
- **Bid / Proposal:** Shall mean, the offer by the Bidder to fulfil the requirement of the Owner for an agreed price. It shall be a comprehensive technical and commercial response to the Tender.
- **Successful Bidder:** Shall mean qualified & Successful in the bidding process and is given the award of Work.
- **Specification:** Shall mean the specifications contained in the Tender Documents and Annexures, Schedule etc. attached thereto, if any, and includes any subsequent modifications thereof.
- **Approved:** Shall mean approved in writing by authorized Officer of the Owner. No review, consent, approval or acknowledgement by the Owner shall relieve the Bidder from any liability or obligation under the Contract.
- **Month / Week:** The Month shall mean calendar month & Week shall mean calendar week.
- **Applicable Law:** Shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- **Milestones:** Shall mean junctures in the progress of the Project/Contract as defined hereinafter in accordance with **Vol-III Section 2 Roll-out Schedule & Roadmap** and which shall act as the basis for monitoring/measurement of progress of the Project/Contract and also shall constitute the qualification criteria for the release of payment or levy of penalties/liabilities, as the case may be.
- **Breaches:** Shall mean inter alia and include a failure of performance under the contract, whether or not penalties are attracted/applicable for the violation of terms and conditions contained herein, non-adherence of instructions and prescribed compliances, non-performance or unsatisfactory performance of obligations in the opinion of the Owner, non-adherence to laws and regulations, and shall include within its purview, a failure to ensure satisfactory performance parameters of the Mail Messaging Solution initiative as defined hereunder which is significant enough to give the Owner the right to sue in a manner so as to place itself in the position they would be in if not for the breach committed.
- **Termination:** Shall mean any of the events defined under **Section 19.1 to 19.3 of VOL-V** resulting in the cessation/expirations/short closure of the Contract and consequences thereof.
- **Work:** Shall mean all work to be carried out and all services rendered by the Bidder including all temporary work, design, procurement and installation work to be performed by the Bidder for and in connection with the permanent and temporary works, and all other work and services to be carried out by the Bidder under the Contract.

- **Similar Works:** 'Similar Works' shall mean the supply, installation and implementation of an enterprise class mail messaging solution qualifying under owner's pre-qualification criteria for Mail Messaging Solution OEM (**Refer VOL-II Section 16.1 & 16.2**).
- **Instruction:** Shall mean communication issued by the Owner in accordance for purposes herein including but not limited to requiring the Bidder to add to, omit from, alter, cancel or delete all or part of the Work.
- **Associated Companies & Affiliates:** Shall mean the ultimate holding Owner of any Owner Affiliates and the subsidiaries in any tier in the chain thereof with such ultimate holding companies where the immediate parent Owner has a controlling or greater than 50% of the Bidder interest in the subsidiary.
- **Completion:** Shall mean that the whole of the Work has been completed in accordance with the requirements of the Contract, when so certified by the Owner, with no exceptions or outstanding items. The date of issue of the Completion certificate shall be the date on which the Bidder is deemed to have achieved Completion.
- **Final Completion:** Shall mean that the end of Contract Period, including any extension thereof, has expired, when so certified by the Owner.
- **Confidential Information:** Shall mean all knowledge, data or information acquired by the Bidder from, or disclosed to the Bidder by, the Owner, or on behalf of the Owner, in connection with the Work in writing, drawings, magnetic tapes, computer programs or in any other way, as well as all data derived there-from, to the extent that such knowledge, data or information at the time of such acquisition or disclosure is not either already in the unrestricted possession of the Bidder or part of public knowledge or literature.
- **Commencement Date:** Shall mean the date stipulated in the Contract on which the Bidder shall commence executing the Work. If no date has been stipulated in the Contract, the Commencement Date shall be the Effective Date.
- **Contract Price:** Shall mean the sum of money stated in the Schedules, subject to such additions thereto or deductions there-from as may be made under the provisions of the Contract.
- **Documents:** Shall mean all drawings, calculations, computer software (programs), patterns, models, operation and maintenance manuals and all other manuals and information of whatever nature submitted by the Bidder.
- **Facilities:** Shall mean any of Bidder software, hardware, knowledge portals, offices, bases, yards, factories, warehouses, workshops, laboratories, camps or other installations identified as such.

VOL-II

Instructions to Bidders

1 Eligible Bidders

The bidder must submit a certificate of no conflict through authorized signatory confirming that there would be no conflict of interest with BHEL. Bids of any Bidder may be rejected if a conflict of interest between the Bidder and BHEL is detected at any stage. To clarify, conflict of interest may arise from due to multiple reasons including the following:

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.
2. If the executive management of Bidder is related to executive management of BHEL.

No claims / correspondences later or during the bidding process in any form shall be considered from any vendor / bidder who have not participated in owner's bidding process and not submitted its bid as per Tender requirements.

2 Ethical Standard, Good Faith and Fair Dealing

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 it determines that the Bidder being considered for award has engaged in any objectionable, corrupt, misleading or fraudulent practices in competing for the Contract.

For the purposes of this provision, the terms set forth below are defined as follows and shall be construed as such:

- i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Owner of the benefits of competition or the active or passive concealment of a fact which may have direct or indirect consequences on the Owner ;
- iii. "Wilful Misconduct" means the commission or omission of conduct/action that has been intended to harm the Owner or cause losses thereof.

For the avoidance of doubt, breach of the above conditions shall be considered to be a breach of the Contract thereby leading to the imposition of penalties, more particularly over and above the Owner's right to pursue any/all remedies under common law.

By signing the Bid-form the Bidder represents that for the software it supplies, it is either the owner of the Intellectual Property Rights in the software or that it has proper authorization and/or license from the owner to offer them. Wilful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Owner may take.

This tender is covered under Integrity Pact (Refer **VOL-V Section 1.20**)

3 Language of Bid

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Owner shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for purposes of interpretation of the bid, the translation in English shall govern.

4 Bid Format & Contents of Bid

The project scope, bidding procedures, Contract terms and technical requirements are prescribed in the Bidding Documents. The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

Wherever Softcopies are submitted, hardcopy data shall prevail for all purposes.

This tender invites 3(Three) parts bid as listed below:

- a. Pre-Qualification Bid (Envelope 1 & 2)
- b. Techno-Commercial / Un-priced Bid (Envelope 3)
- c. Price Bid (Envelope 4)

4.1 Envelope 1

The envelope containing the Tender Document fee & Bid Security/ Earnest Money Deposit (EMD) shall be sealed and marked as:

Tender Document fee & Bid Security / Earnest Money Deposit (EMD) for Tender No. <>, Dated <>, for <>.

The contents of the Envelope 1 must be as follows:

Sl. No.	Content	Format	Remarks
1.	Bid cover sheet including Bid validity	Annexure-C Bid Cover Sheet	NA
2.	Tender Document Fees – Original DD of INR 5,000/- (INR Five Thousand Only), in favour of		NA

Sl. No.	Content	Format	Remarks
	Bharat Heavy Electricals Limited payable at Haridwar.		
3.	The Earnest Money Deposit (EMD) of INR 2,00,000 (INR Two Lakhs Only)	NA	EMD should be in the form of Pay order or Demand draft issued by a Scheduled/ Nationalized bank drawn in favour of 'Bharat Heavy Electricals Limited' payable at Haridwar.

4.2 Envelope 2

Hard copy of the Bidder's response to the Pre-Qualification criteria describing the information requested by the Owner in the prescribed format.

The response should be a complete document, bound as a volume and placed in separate sealed envelope marked as "**Pre-Qualification Response**".

Envelope 2 will be super-scribed as :

Pre-Qualification Bid for <>, Dated <>for <>.

Note:

- Envelope 2 should not contain pricing information, in either explicit or implicit form. Any deviations in this regard shall make the proposal as being unresponsive and may lead to disqualification.
- Each page of the hard copy must be numbered and signed by the authorized signatory of the Bidder.

The contents of the Envelope 2 must be as follows:

Sl. No.	Content	Format	Remarks
1.	Pre-Qualification confirmation to each of the parameters mentioned in Section 2.4 Pre-Qualification Eligibility along with the required supporting documents	<ol style="list-style-type: none"> As per Annexure- D Pre-Qualification Eligibility Format All evidences as per Pre-Qualification requirement. 	If a single Pre-Qualification criterion is not met or document(s) submitted for each Pre-Qualification criterion do not adequately & explicitly prove Bidder's claim, the Bid shall be disqualified.
2.	Power of Attorney, if applicable, duly executed and notarised.		

Sl. No.	Content	Format	Remarks
3.	Types of Indemnities (duly stamped and notarized), to be provided: <ul style="list-style-type: none"> • General Indemnity for protection of 3rd party claims against the Owner • IPR compliance and compliance of law and regulations in force • Compliance of licenses and registration, as applicable. 		The indemnities could be in the Bidder's format.
4.	No deviation Confirmation	Annexure- E No Deviation Certificate	
5.	Certificate of “ No Conflict of Interest ”	As per bidder's format	From Authorized Signatory

4.3 Envelope 3

Hard copy of the Bidder's response to the Techno-Commercial evaluation criteria information requested by the Owner in the format as mentioned in the below table.

Hard copy of Techno-Commercial evaluation criteria should be a complete document, bound as a volume and placed in separate sealed envelope marked as "**Techno-Commercial Response**".

Envelope 3 will be super-scribed as :

Techno-Commercial Bid for <>, Dated <>for <>.

Note:

Envelope 3 should not contain pricing information, in either explicit or implicit form. Any deviations in this regard shall make the proposal as being unresponsive and may lead to disqualification.

Each page of the hard copy must be numbered and signed by the authorized signatory of the Bidder.

The bidder is expected to provide detailed bill of materials (BOM) for the proposed Integrated Solution as part of techno-commercial proposal without price quote. The Bill of materials/deliverables as given in the technical solution should be in consonance with the Price bid. Any deviations between Techno-Commercial and Price bids shall make the proposal as being unresponsive and may lead to disqualification of the proposal. The Owner reserves the right to take appropriate action in this regard.

The contents of the Envelope 3 must be as follows:

Sl. No.	Content	Format	Remarks
1.	Techno-commercial Bid Covering letter	Annexure-F Techno-commercial Bid Covering Letter	
2.	No deviation Confirmation	Annexure-E No Deviation Certificate	
3.	Approach & Methodology which the Bidder will adopt during the execution of project	Bidder to enclose document(s).	
4.	Project Management & Resource deployment plan	As per Bidder's format	Mention clearly the resources which will be deployed for minimum resource compliance requirement & those which are over & above the minimum resource compliance requirement
5.	Project Governance & team structure	Bidder to enclose document(s).	
6.	Team composition & detail CV's of each of the proposed team member.	As per Bidder's format	CVs of the Resources which will be deployed.
7.	Bounded volume of Technical Offer.	<ol style="list-style-type: none"> 1. Technical offer / details including literature / leaflets. The bidder can offer only as per technical specifications of the equipment/software and provide certificates / document as per technical requirement. The Purchaser / Lessee reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened. 2. Infrastructure requirement details as per format mentioned in VOL-III Section 10. 3. List of assumptions / pre-requisites in BHEL's scope including DR setup requirements. 4. List of exclusions 	

Sl. No.	Content	Format	Remarks
		5. Checklist of Make and Models offered as per format enclosed as Annexure-G . 6. Product Support Lifecycle details for various Products / Technologies which are part of the Proposed Solution. 7. Solution document, sizing document (including servers / storage) duly validated by Messaging Product OEM. 8. Enclosures as defined in checklist of enclosures (Annexure- O) 9. A copy of complete Tender and any addenda and corrigenda with each page signed & stamped by the bidder	
8.	Un-Priced Bid	Price-Bid document without price	Against each item in Un-price bid format, the bidder should write "QUOTED".

4.4 Envelope 4

Hard copy of the Price Bid describing the information requested by Owner in the format as mentioned in the below table and placed in sealed envelope marked as

Price Bid for <>, Dated <>for <>.

Note:

1. All pages of the Bid must be numbered and signed by authorized signatory.

The contents of the Envelope 4 must be as follows:

Sl. No.	Content	Format	Remarks
1.	Price Bid	Price-Bid as per Annexure- I , Annexure-I(A) & (B)	

4.5 Envelope 5

All the above 4 envelopes along with the proposal letter should be put in envelope 5 which shall be properly sealed and marked as:

Bid for <>, Dated <>for <>.

Last Date of Submission <>.

Submitted by:

The contents of the Envelope 5 must be as follows:

Sl. No.	Content	Format	Remarks
1.	Envelope 1	Section 1.4.1	
2.	Envelope 2	Section 1.4.2	
3.	Envelope 3	Section 1.4.3	
4.	Envelope 4	Section 1.4.4	

5 Cost of Bidding

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

6 Bid Currency

All figures mentioned under the commercial bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR would be considered non-responsive and hence rejected.

7 Bid Price

Price Bid shall be as per the format given in **Annexure- I**

Bidders shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers all the Bidder’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product / services. This includes all requirements under the Bidder’s responsibilities for successful completion of the project as per scope of work and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc. and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General and Special Conditions of Contract

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account (Excluding any change in Service Tax). A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

8 Bid Validity Period

Bid shall remain valid up to 180 (One Hundred & Eighty) days from the date of opening of Pre-Qualification bid. Withdrawal of quotation by the bidder, at any stage after its submission, may entail appropriate action including forfeiture of EMD.

In exceptional circumstances, the Owner may solicit the Bidders’ consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by email. In case of extension of bid validity, EMD received with the original bid will also remain valid for the extended period.

9 Earnest Money Deposit (EMD)

One time EMD of INR 2,00,000 (INR Two Lakhs Only) is to be submitted by each bidder in the form of Pay order or Demand draft issued by a Scheduled/Nationalized bank drawn in favour of ‘Bharat Heavy Electricals Limited’ and be payable at Haridwar.

EMD shall be forfeited under following conditions:

- a. After opening of bid, the bidder revokes his bid within the validity period or increases his earlier quoted rates.
- b. Delayed and non-qualitative/inadequate response, in the opinion of the Owner in the bidding process until order is placed.
- 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.

Successful bidder has the option of taking refund of EMD on submission of full Security Deposit or adjustment of the same against the Security Deposit value as will be indicated in Notification of Award (NOA).

EMD given by all unsuccessful bidders shall be refunded within 15 days of finalization of Award of the Notification of Award (NOA).

EMD shall not carry any interest. In case of any delay in refund due to any reason, Owner shall not pay any interest on delayed refund.

EMD shall remain valid as per clause 1.8 above.

10 Bidder queries

10.1 Pre-Bid Clarifications / Amendments

- 10.1.1. Owner may at its sole discretion amend the Tender document exclusively through a corrigendum published on the Owner's website at any time prior to the deadline for submission of bids. However in case of any such amendment, the bid submission date may be extended at the discretion of the Owner.
- 10.1.2. All clarifications sought by prospective Bidders as pre-bid clarifications shall be accompanied by a Demand Draft of INR 5,000 towards tender document cost. Bidders requiring any clarification on the Bidding Documents may notify the Owner in writing or by email along with Original / Copy of DD at the Owner's mailing address given in Tender Information Page (**VOL-I of this Tender document**). The Owner will respond during Pre-bid Conference to any request for clarification or modification of the bidding documents. If deemed fit, written copies of the Owner's response (including an explanation of the query but not identification of its source) will be sent after Pre-bid Conference to all prospective Bidders that have participated in Pre-Bid meeting.
- 10.1.3. The Bidder is requested to submit questions in writing or by email as per **Annexure-A Template for Pre-Bid Queries** to reach the Owner, not later than fifteen (15) days from the date of publication of the tender.
- 10.1.4. The queries of only those vendors will be responded who submit the DD at the time of Pre-bid meeting/conference. The Bidder shall submit the Original /Copy of DD along with the main tender submitted on or before the due date.
- 10.1.5. Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
- 10.1.6. Any effort of the Bidder to influence the Owner in its decision in respect of evaluation of the Bid or award of the contract shall result in the rejection of the Bid and forfeiture of the EMD. During the Bid preparation process, Bidders will focus their inquiries and communications, if any, to ONLY the authorized designated contact person of the Owner.

- 10.1.7. Any modifications of the Bidding Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by the Owner exclusively through a corrigendum published on the Owner's website. However in case of any such amendment, the bid submission date may be extended at the discretion of the Owner
- 10.1.8. Any corrigendum / notification issued by the Owner, subsequent to issue of Tender, shall only be available / hosted on the Owner's website (www.bhel.com).

11 Security Deposit (SD)

- 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.
- 11.2. Owner reserves the right to cancel the Order in case of delay in submission of SD for value stated herein and EMD will be forfeited.
- 11.3. Security deposit shall be furnished in any of the following forms:
- 11.3.1. Pay order in favour of BHEL.
 - 11.3.2. Demand draft in favour of BHEL.
 - 11.3.3. Local cheques of scheduled banks, subject to its realization.
 - 11.3.4. Bank Guarantee - as per the Annexure-J Bank Guarantee Format and List of BHEL Consortium Banks
 - 11.3.5. Original Fixed deposit receipt (FDR) issued by scheduled banks / public financial institutions as defined in the Companies Act. The FDR should be in the name of successful bidder, A/c BHEL, duly discharged on the back
- 11.4. Security deposit against serial 11.3.4 should be adequately renewed if required by the Owner till successful commissioning of the complete solution.
- 11.5. Acceptance of security deposit against serial 11.3.5 will be subject to hypothecation or endorsement on the documents in favour of the Owner. However, Owner will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected there with.
- 11.6. Security deposit shall not be refunded to the Successful bidder except in accordance with the terms of the Contract i.e. successful commissioning of the complete solution.
- 11.7. EMD of the successful bidder may be converted and adjusted against the Security Deposit.
- 11.8. The security deposit shall not carry any interest.
- 11.9. For any additional users activated based on Owner's incremental award, additional SD(s) equal to 5% of awarded incremental value within 15 days of such award shall be provided by the bidder.

- 11.10. The SD shall be valid for the entire contract validity period (**refer VOL-V section 9**) plus 6 months.
- 11.11. The Owner reserves the right of forfeiture of Security Deposit by the bidder under following circumstances:
- 11.11.1. 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.
 - 11.11.2. Failure to fulfil the whole or part of the obligations as defined in the roll-out plan till the commissioning of the complete solution (refer VOL-IV Key deliverables and payment schedule)
 - 11.11.3. Any breach of contract as per tender specifications.
 - 11.11.4. Non-availability of mail services at DC & DR simultaneously for more than 24 hours, for reasons not attributable either to BHEL or to Force Majeure as per VOL-V, section 1.15 of the Tender.
 - 11.11.5. In case of termination of the contract due to reasons as mentioned in VOL-V Section 1.19.
 - 11.11.6. In case the vendor refuses or fails to provide the necessary support (as per VOL-V Section 1.16) at the end / expiry of the contract.
- 11.12. It is the responsibility of the bidder to get the Bank Guarantees revalidated / extended for the required period (subject to a minimum period of six months), as per the advice of Owner. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees. Payment to the Bidder will be withheld, in case of delays in revalidation or extension of Bank Guarantee.
- 11.13. In case extension of any Bank Guarantees are not required, the bidder shall ensure that the same is explicitly endorsed by the BHEL representative issuing the Notification of Award (NOA).
- 11.14. In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- 11.15. Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.

12 Interest Liability

In case of any delay in payment due to any reason, Owner shall not pay any interest on delayed payment.

13 Duty of Due Diligence

- 13.1. For the purposes of the procurement and execution of this Contract, the Bidder does hereby accept, covenant and acknowledge its duty at all times to ensure the highest degree of care and competence in execution of the Contracts in question and hereby acknowledges its inherent duty of due diligence in all its acts/commissions and/or omissions at all times.
- 13.2. For the purposes of this provision, such duty of due diligence shall continue and extend amongst bidder and OEM.
- 13.3. **Wilful Negligence:** For the purposes of this clause, wilful negligence shall be defined as any act/omission necessary for the completion of the objectives of the works which has been known to the bidder/ Implementer by virtue of his proficiency in this field but has been omitted/committed by his negligence with an intention to deceive and/or cause hindrance to the smooth functioning of the objectives herein. Wilful negligence and negligence in general, arising out of the Bidder's obligation of due diligence towards the Owner shall amount to a breach under this contract, the difference between the two being only that while the former shall attract penalties, the latter shall amount to a breach under tort not necessarily attracting consequential damages.

14 Tender Cancellation

The owner reserves the right to cancel this tender at any time after publication & before award without assigning any reasons whatsoever & without any financial implication to the Owner. The EMD for bids submitted shall be returned to respective Bidders.

15 Selection Process

15.1 Opening of Bids

- 15.1.1. Envelope 1 and Envelope 2 of the tender will be opened on the same day or the day appointed for the same by the Owner. Bidder's authorized representative may attend the Bid opening meeting and shall sign in a register/document prepared by the Owner, as proof of his attendance. Envelope 3 & 4 will not be opened by the Owner on the same day. The offer received without Tender Document fee and EMD are liable for rejection.
- 15.1.2. Bidder's names, bids received, the presence of requisite bid security and other such details will be announced by the Owner at the opening. Late bids are liable to be rejected.

15.1.3. The Owner will open the Envelope 3 of only those Bidders who qualify in the Pre-Qualification evaluation given in **Section 16 Pre-Qualification Criteria**. The date, time, and place for opening the Envelope 3 will be communicated to the qualified bidders. Bidder's authorized representative may attend the Bid opening meeting.

15.1.4. In case of conventional Price-bid the Owner will open the Envelope 4 at a later date. The date, time, and place for opening of Price Bid / conducting the Reverse Auction (RA) will be communicated to the qualified bidders. Bidder's authorized representative may attend the Bid opening meeting. In the event RA is proposed, business rules applicable for the same are enclosed as **Annexure- H**.

15.2 Preliminary Examinations of Bids

15.2.1. The Owner will examine the bids to determine whether they are complete (including necessary SD & EMD amount), whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the Bidding Documents may be rejected and shall not be included for further consideration by the Owner after giving suitable opportunity to the bidder for submission of such deficient documents. However the cut-off period as noted in the individual Pre-Qualification criteria will remain unaffected.

15.2.2. Prior to the detailed evaluation, the Owner will determine whether each bid is complete, and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:

15.2.2.1. One that limits in any substantial way the scope, quality, or performance of the desired system; or

15.2.2.2. one that limits, in any substantial way that is inconsistent with the Bidding Documents, the Owner's right or the successful Bidder's obligations under the Contract; and

15.2.2.3. One that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

15.2.3. 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.

15.3 Clarification on Bids

During the bid evaluation, the Owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

16 Pre-Qualification Criteria

16.1 Mail Messaging Solution OEM

Each of the Qualifying condition mentioned below is MANDATORY. In case any of the conditions listed below is not met, the bidder will be disqualified.

S. No.	Criterion	Minimum Qualifying Requirement	Evidence Required
1.	Independent Analyst Report	The proposed Mail Messaging Product should be listed in the latest Gartner – Market Scope for Email Systems with either “Strong Positive”, “Positive” or “Promising” rating.	Latest Gartner MarketScope Report
2.	Presence In India	The Mail Messaging Product Vendor should have a registered office and support center in India.	Copy of Registration Certificate. Support center details from Authorized signatory or verifiable through public domain
3.	Road Map	The proposed Mail Messaging Product must have a published declared Road Map upto at least 31 st March 2019.	Certificate by OEM as verifiable through public domain.

S. No.	Criterion	Minimum Qualifying Requirement	Evidence Required
4.	Implementation Partners	The proposed Mail Messaging Product should have at least 3 certified / authorized implementation partners in India.	Information from public domain / Undertaking from OEM

Note: All self-certificates must be signed by the Authorized signatory, unless specified otherwise.

16.2 Bidder / System Integrator / Implementation Partner

Each of the Qualifying condition mentioned below is MANDATORY. In case any of the conditions listed below is not met, the bidder will be disqualified.

** The proposed Mail Messaging solution means the Mail Messaging product which the Bidder is proposing to implement for BHEL against this tender requirement.

Sl. No.	Parameter	Mandatory Qualification Description	Evidence to be submitted
1	Legal Entity	The bidder should be a registered company in India under Indian Companies Act 1956 / 2013	Copy of registration certificate.
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.	Audited Balance Sheet and Profit & Loss Statements.
3	Implementation Experience	The bidder must have successfully implemented the proposed Mail Messaging Product Series in India / Global	Successful Implementation certificate from the Customer for each complete implementation

Sl. No.	Parameter	Mandatory Qualification Description	Evidence to be submitted
		<p>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 7 years for a customer with at least 8000 mail users.</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 non-responsive or give inadequate response, as decided by BHEL, such claims of Bidder shall be liable to be rejected.</p>
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.	<p>Completion 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 the BHEL. In case such timely access is not available & or customers are either non-responsive or give inadequate response, as decided by the Owner, such claims of Bidder shall be liable to be rejected.</p>
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.	Address of data centers with certificate by an independent certifying / accrediting agency. The certificate should be valid as on date of submission of the bids.

Sl. No.	Parameter	Mandatory Qualification Description	Evidence to be submitted
			Agreement signed by authorized signatories of bidder and its data center partner.
6	Data Centre Facility Compliance	The datacenter of the bidder or its partner should meet the criteria as given in Annexure-K.	Filled up format (Annexure-K) signed by an authorized signatory of the bidder.
7	Certifications	The following valid certificates must be submitted: ISO 9001:2008 or TL 9000 Certification (for the bidder) ISO 27001 (for data center & support centre) ISO 20000 (for data center & support centre)	Copy of certificates. (Successful bidder has to submit these valid certificates every year).
8	Trained Manpower	The bidder must have at least following resources on its current pay-roll in India: Two (2) solution experts of the proposed Mail Messaging product. One (1) trained consultant in business continuity and disaster recovery solution design. Two (2) CISSP/CISM certified professionals. Two (2) PMP certified professionals.	Names, CVs and copy of latest salary slips (or letter from HR) / PF remittance of experts with a copy of valid certificates.

Sl. No.	Parameter	Mandatory Qualification Description	Evidence to be submitted
		Two (2) ITIL V3 certified professionals.	
9	Partnership with OEM	The bidder must be an authorized / certified partner of the proposed Mail Messaging Product OEM.	Valid certificate from Mail Messaging Product OEM.
10	Black Listing	The bidder should not have been currently black listed / banned for business dealings by any Govt. authority / department / agency or by any BHEL Unit / Region / Division / Office.	Provide self-certificate from company's authorized signatory to this effect.

Note:

1. *All self-certificates must be signed by the Authorized signatory, unless specified otherwise.*
2. *Reference date for pre-qualification criteria is date of submission of bids.*

16.3 Evaluation Process

The evaluation will be a 3-Step process, as elaborated below:

16.3.1 Step 1

Owner shall open the envelope marked as **Tender Document fee & Bid Security/ Earnest Money Deposit (EMD) for <>, Dated <>for <>**.

If the contents of the Envelope 1 are as per requirements, the owner shall open the envelope marked as **Pre-Qualification Bid for <>, Dated <>for <>**. Each of the Pre-Qualification condition mentioned in the **Section 2.4 Prequalification Criteria** is MANDATORY. In case a Bidder/ Messaging Solution OEM does not meet any one of the conditions, the bidder will be disqualified.

Pursuant to the successful qualification on the Pre-Qualification criteria as mentioned in **Section 2.4 Prequalification Criteria**, the Bidders will be short-listed for the Techno-Commercial Bid evaluation.

Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and Phone. The Bid Security amount and the Unopened Techno-Commercial and Price Bid will be returned to the respective unsuccessful Bidders after the award of the contract to the successful Bidder.

Note: The evaluation team may seek written clarifications from the Bidders on the Pre-Qualification Evaluation Bid / hold discussions with the Bidders during the evaluation process. The primary purpose of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Written clarifications provide the opportunity for the committee to state its requirements clearly and for the Bidder to more clearly state its proposal.

16.3.2 Step 2

Owner shall open the envelope marked as **Techno-Commercial Bid for <>, Dated <>for <>**, of only those Bidders who have successfully qualified Step 1.

During Techno-commercial / Technical evaluation, the Owner shall evaluate the bidders based on unconditional acceptance of Techno-commercial bid contents as mentioned in Section 1.4.3, for which the Owner also retains the right to:

- Call for Technical presentations on the proposed solution.
- Interview of key resources proposed by Bidder to be deployed on the project to understand or confirm technical competence of the Bidder.
- Visit bidder's data centre facilities, customer references, etc., if required.

Bidders would be informed of their qualification/disqualification based on the Techno-commercial evaluation through Email / writing. The Bid Security amount and Price Bid will be returned to the respective unsuccessful Bidders after the award of the contract to the successful Bidder.

Note: Owner's evaluation team may seek written clarifications from the Bidders / hold discussions with the Bidders on the Technical Bid during the evaluation process. The Bidder must provide the response in the specified time. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Written clarifications, subject to not making changes to the Tender, provide the opportunity for the team to state its requirements clearly and for the Bidder to more clearly state its proposal.

16.3.3 Step 3

All technically qualified bidders (as per Step 2) will have to submit an undertaking for "Acceptance of Technical Evaluation done by the Owner" within 3 days of communication to this effect, failing which, it will be assumed that the bidder has accepted the technical evaluation.

Any extension of bid validity as desired by the Owner shall be provided by the technically qualified bidders (as per Step 2).

The technically qualified Bidders (as per Step 2) will participate in the reverse auction/conventional price bid opening process, as the case may be, as per Owner's decision.

Bidder has to quote for all the items in the Price Bid (Annexure I). Prices of any optional item, if any, shall not be considered for price evaluation.

The comparative statement for selecting the L1 vendor shall be made by "Total Price for Evaluation" (Z) of Price Bid (Annexure I).

The final L1 will be decided based on lowest total cost to BHEL.

In case of Reverse auction, RA guidelines are enclosed as **Annexure- H**.

Owner reserves the right to negotiate with the lowest bidder.

16.4 Notification of Award

Owner will notify the successful Bidder (Notification of Award (NOA) that its bid has been accepted (through issuance of a Notification of Award (NOA)), the successful Bidder shall sign and return back to the Owner duplicate copy of the Notification of Award (NOA) as an acceptance of the Notification of Award (NOA) within 15 working days (**Date of Acceptance- DOA**) along with Security Deposit (SD).

16.5 Signing of Contract

After the Owner notifies the successful Bidder that its bid has been accepted (through issuance of a Notification of Award (NOA)), the Bidder shall sign and return back to the Owner duplicate copy of Notification of Award (NOA) as an acceptance of the Notification of Award (NOA) within 15 working days. Thereafter, the Owner shall issue the draft contract agreement within 15 days of acceptance of Notification of Award (NOA). The Contract agreement between the Owner & Bidder shall be signed in

the next 15 days. BHEL will consider signing of Bipartite / Tripartite Lease Agreement with bidder and lessor (in case of Tripartite) after placement of NOA.

Format of Tripartite agreement is placed in Annexure -----The Contract Agreement shall be based on terms and conditions of Tender document, Addenda and Corrigenda.

16.6 Order of Precedence

16.6.1 Pre-Award Stage

In the event of a conflict and/or contradiction of the terms contained herein, this Tender and terms and conditions along with its Annexures, Amendments (if any), Bidder's Clarifications (if any) and any other document/s in writing by the Owner shall prevail.

Notwithstanding that for the above purposes, in the event there arises a contradiction between the Tender terms and its Annexures, the Tender shall always prevail.

16.6.2 Post Award Stage

Upon successful signing of the Contract arising out of the present Tender/ Tender No. **<>, Dated <>** between the Parties, the Contract entered into between the Owner and the Successful Bidder/s along with its Annexures and Schedules (if any) shall prevail and supersede all communications previously executed and shall constitute the supreme governing document of this Project at all times.

Notwithstanding that in the event of contradiction between the Contract and its Annexures/Schedules etc. (if any), the Contract document shall forever prevail.

VOL-III

Technical & Functional Section

1 Scope of Work:

The bidder shall broadly provision a hosted unified messaging solution with a single email domain for BHEL. The solution is required to be hosted in a minimum Tier-III Data Centre in India. The bidder shall also provision an effective disaster recovery solution as per details given in the DR section mentioned in **8.13**. The bidder shall migrate existing email domains and mail boxes as per scope mentioned in various sections of the Tender. The bidder shall maintain & support the proposed solution for the entire contract period. The broad scope of work to be executed under this project is, but not limited to, the following:

- 1.1. The bidder shall design, implement, operationalize, support & maintain an enterprise class hosted Messaging Solution including complete hardware, software & storage, etc., required for the provisioning of such solution.
- 1.2. The solution shall be hosted at a minimum tier-III datacenter within India.
- 1.3. BHEL.IN domain is managed by BHEL. For publishing BHEL Email services to Internet and securing the same w.r.t messaging services, any DNS record publishing / PTR entry required to be done at the bidder's end shall be the bidder's responsibility with advance information to the Owner.
- 1.4. The bidder shall setup & configure Email / SMTP Gateways in high availability and redundant mode. ~~Email / SMTP Gateway shall be exclusively deployed for BHEL, and shall, under no circumstances, be shared with other clients.~~
- 1.5. The bidder shall implement Anti-Virus & Anti-Spam solution for E-mail security at its own Data Centre as well as at DR Centre (BHEL Haridwar) and integrate the same with the messaging solution. 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.
- 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.
- 1.7. The bidder shall migrate User Mailboxes (including folders and address book) from existing Messaging Platforms & servers to the proposed Messaging System for all the existing mail users (about 27000 in number, details as per **Annexure-B**). The total mail data to be migrated for these users is about 25 TB. These mail users are spread across multiple domains. During migration of User Mailboxes the bidder shall ensure minimum impact and disruption to the user. There should not be any data loss during migration.
- 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.

- 1.9. The bidder shall provide internet connectivity at the datacenter with sufficient bandwidth (minimum 48 Mbps 1:1) with guaranteed uptime of 99.9% per month for fast access to the Messaging Application.
- 1.10. BHEL will extend its own MPLS network to Service Provider's Data Centre, so as to make the setup available on BHEL's MPLS Network. The bidder shall provide the cross-connect for the same at its datacenter.
- 1.11. The bidder shall take regular backup of the mailboxes at its datacenter.
- 1.12. The bidder shall design a security policy / mail access policy in consultation with BHEL and implement the same at DC & DR.
- 1.13. The bidder shall maintain, manage and support the complete solution infrastructure at DC & DR for the complete contract period.
- 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.
- 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.
- 1.16. The bidder shall have a change management mechanism in place for any day-to-day changes required to be done.

2 Roll-Out Schedule & Roadmap:

Roll-Out Delivery Schedule					
S. No.	Milestone ID	Milestone Description	Target Date	No. of Users (approx)	User Data Volume (approx)
1	M1	<ul style="list-style-type: none"> a) Information gathering from the existing domains. b) Solution Design Document. c) Mail Messaging Solution mapping to BHEL's requirement. d) Project Management Plan e) Trainings 	Within Thirty (30) Days of Date of Acceptance (DOA) of Order.	NA	NA
2	M2	<ul style="list-style-type: none"> a) Creation of Mail IDs, Migration of User Data of NCR Based Units, HPVP Vishakhapatnam Setup of Helpdesk b) Trainings 	Within Ninety (90) Days of Date of Acceptance (DOA) of Order.	3000 to 4000	2 TB
3	M3	<ul style="list-style-type: none"> a) Creation of Mail IDs, Migration of User Data of Trichy, Piping Centre & any two Regions (PSNR, PSER, PSWR & PSSR). b) Creation of DR c) Trainings 	Within One Hundred & Twenty (120) of Date of Acceptance (DOA) of Order.	6000 to 7000	6 TB
4	M4	<ul style="list-style-type: none"> a) Creation of Mail IDs, Migration of User Data of EDN Bangalore, Ranipet, Jhansi, & two remaining Regions (PSNR, PSER, PSWR & PSSR) b) Creation of Mail IDs, Migration of User Data of RC 	Within One Hundred & Fifty (150) Days of Date of Acceptance (DOA) of Order.	13000 to 14000	12 TB

		Puram Hyderabad, Corp R&D, Haridwar & Bhopal.			
		c) Trainings			
5	M5	a) Creation of Mail IDs, Migration of User Data of IVP Goindwal, CSU / IP Jagdishpur, Rudrapur, HERP Varanasi, EPD Bangalore, ISG Bangalore, ROD (All locations as mentioned in VOL-I, Section 1.1.3, Serial No. 15), EMRP Mumbai and any remaining location. b) Trainings, BCP Drill, Documentation, Handover, etc.	Within One Hundred & Eighty (180) Days of Date of Acceptance (DOA) of Order.	5000 to 7000	5 TB

After delivery of milestones as per Roll-Out plan, BHEL shall monitor the performance of the delivered scope and accept the milestone only after satisfactory performance and completion of scope of work upto that milestone.

Note:

- 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.

3 Helpdesk & Facilities Management Services:

- 3.1. The successful bidder shall implement a dedicated centralized Helpdesk at its own premises for BHEL for post implementation support and service delivery.
- 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.

- 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.
- 3.4. The commencement date for helpdesk shall be the date on which the migration of email accounts starts.
- 3.5. The helpdesk engineers shall be responsible for the following activities:
 - 3.5.1. Act as mail messaging solution help desk for all the users across the organization.
 - 3.5.2. Record all the user complains / calls in the system and issue a Trouble Ticket (TT) no. against each TT.
 - 3.5.3. Provide technical support over telephone, email, remote control of the desktop over MPLS or internet.
 - 3.5.4. Guide users remotely on configuration of Email client on desktops / laptops & other handheld devices.
 - 3.5.5. Provide timely resolution of user complaints.
 - 3.5.6. Note down feedback from BHEL users.
 - 3.5.7. Close TT after complaint resolution.
 - 3.5.8. Undertake any other work related to mail messaging solution as per need.
- 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.
- 3.7. Helpdesk engineers should be trained & experienced professionals having excellent communication skills. The helpdesk engineers should be able to communicate fluently in both English & Hindi.
- 3.8. BHEL IT team will take interview of the helpdesk engineers before being posted at the helpdesk. This process will also be followed in case engineer is replaced during the contract period.
- 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.

- 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.
- 3.11. The helpdesk team will register calls / complaints / service requests from all the users in BHEL, issue a ticket against each call, service the requests, co-ordinate with the backend team at the datacenter, resolve the complaints, inform the user and then close the call. The helpdesk team shall be the owner of the ticket during its entire lifecycle.
- 3.12. Once the implementation is complete, any request for creation, deletion, deactivation, re-activation of mail accounts shall be done by the helpdesk team only after written approval from the designated BHEL Team Lead.
- 3.13. The helpdesk team shall daily submit a report of the tickets raised, ticket description, tickets closed, tickets pending, etc. to the BHEL Messaging Team Lead.
- 3.14. At the end of every month, the helpdesk team shall submit to BHEL Team Lead a summary report containing following, but not limited to:
 - Total number of users in the solution.
 - New users added
 - Users deleted.
 - Total mail data size
 - Any security incidents
 - No. of tickets raised
 - No. of tickets closed
 - Average resolution time of tickets.

4 Backend Support & Services:

Messaging Solution Administration & Management:

- 4.1. The backend administration / support team (datacenter team) shall carry out software updates, Performance Tuning, Database Backup, Process creation and

follow-up for Backup / Restore / Administration as per Platform best practices, etc., at both DC & DR.

- 4.2. Regular monitoring and reporting of status updates of Messaging Solution, Hardware Check-up and Maintenance, Storage Tuning, etc.
- 4.3. Proactive health check-up and assessment of complete Messaging Infrastructure using Certified Resources.
- 4.4. Proactive reviews of Messaging Solution, Proactive Information Distribution including Account Management and Regular Status Reporting.
- 4.5. Email / SMTP Gateway Administration & Management,
- 4.6. Ensuring that the Anti-Spam & Anti-Virus definitions are automatically updated at regular intervals.
- 4.7. 24x7 support towards any incident resolution with the ability to provide services as per contract SLA.

5 Project Management:

The bidder shall do end-to-end Project Management in a professional manner for the entire Project from commencement to final handing over for live use on turnkey basis. The following shall be part of the project management:

- 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. In addition, the bidder shall also assign minimum 2 professionals with proven domain knowledge and project management experience on a full time basis during the design, planning, execution and transition period of the project. The assigned professionals should have proven knowledge and experience in the fields of messaging, high availability architecture, security, risk management, business continuity and high performance architecture. At least one professional in the team shall be a certified CISSP or CISM professional.
- 5.2. The bidder's project management team shall sit at BHEL Office at Delhi (NCR) or Haridwar, on full time basis from project initiation to project closure and handover.
- 5.3. The bidder's project management team shall work in tandem with BHEL's project management team.
- 5.4. The bidder's project management team shall visit other BHEL Units & locations if need be.
- 5.5. The bidder's project management team's responsibilities on broad level shall be as under:

Study & understand current IT platforms / scenarios in general & messaging scenarios / platforms in particular available at various BHEL Units, Regions, Divisions, etc.

Study & understand messaging solution requirements and needs broadly enumerated in this Tender and also discuss with Units / Regions / Divisions and other stakeholders.

Study & understand full project scope and prepare and submit a detailed solution design document.

Prepare a detailed project implementation / management plan which shall clearly specify following:

- 5.5.1. Give a complete list of work packages like DNS, Antivirus / Antispam, SMTP Gateways, High Availability, User ID creation & authentication, User directory, backup, DR planning, Data Migration, User Training, Quality & Performance checking, etc. in a graphical WBS format.
- 5.5.2. Give a complete activity list under each work package with clear start date, end date, duration, resources required, resources responsible and dependencies.

- 5.5.3. Give a list of major milestones with deadlines.
- 5.5.4. Give a complete network schedule diagram clearly specifying all the activities and milestones covering complete project scope. The network schedule diagram should clearly specify the total time required for the project completion.
- 5.5.5. Give a resource calendar containing list of resources responsible for each activity and their availability.
- 5.6. The project management plan shall be vetted and agreed to by BHEL project management team before the start of project execution phase.
- 5.7. The bidder's project manager shall submit project progress report to the designated BHEL officials once in a week in MS Project / MS Excel format clearly showing progress, both at project level and at activity level, against the schedule baseline.
- 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.
- 5.9. The bidder shall submit following documents to BHEL as part of project management:
 - 5.9.1. Detailed solution design document.
 - 5.9.2. Detailed project management plan.
 - 5.9.3. Detailed project deliverable verification and validation plan.
 - 5.9.4. Complete project report at project closure.
 - 5.9.5. Call logging procedures, escalation matrix, change management procedure.

6 Manpower Deployment During Implementation Period:

During implementation period the bidder shall deploy trained engineers at BHEL locations for the data migration, client installation (if required), familiarization of users to the new solution, troubleshooting of any client end problems. The bidder shall be responsible for boarding and lodging facility of their deployed manpower to locations. The manpower shall be deployed as per follows:

Unit / Location	No. of Engineers Reqd
-----------------	-----------------------

NCR Based Offices (CO, PEM, IS, etc)	2
Haridwar	2
Bhopal	2
EDN Bangalore	2
RC Puram Hyderabad	2
Trichy	2
PSER Kolkata	1
PSWR Nagpur	1
PSSR Chennai	1
Jhansi	2
Ranipet	2

In addition to the above, one or two engineers may be needed to be deployed at other smaller locations like (ROD Mumbai, ROD Chennai, R&D Hyderabad, CSU Jagdishpur, ISG Bangalore, etc) for a period of 15 days each. The engineers shall stay at these BHEL locations upto 15 days after the successful migration.

7 Service Level Agreement (SLA):

The Messaging Application is a business-critical application and will be used extensively for exchange of email traffic within and outside the domain of BHEL. The Messaging Solution shall be managed by dedicated team of experts trained on the system.

The Messaging application must be available and accessible to BHEL on 24x7x365 basis. The general performance expectations from the solutions are as under:

The system should be fast and should give quick response. It will depend on factors like:

- Available internet /MPLS bandwidth for the Mail messaging solution at the datacenter.
- Processing power & resources like RAM, Storage, I/O, etc. of the servers & storage.
- Configuration of the application, performance tuning, etc.
- Processing power of other network devices like router, firewall, application load balancer, etc.

- Processing of mails by Anti-Virus/Anti-Spam filter.

It is expected that the bidder shall design & provision above resources in such a manner that the application when accessed from outside through internet / MPLS WAN gives a fast (almost instant) response. The system should be accessible fast, i.e., when the URL of the messaging system is put in the address bar of the browser, the site should open almost instantly. Further, when the user keys in his username / password, the application should open almost instantly. Also, when the user navigates from one page to another page in the application, the response should be almost instantaneous.

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.

The service provider shall ensure that the following SLA parameters are met:

SLA Parameters		
S. No.	Service Level Parameter	Minimum Requirement BHEL
1	Uptime of the Messaging Application	99.90% per month
2	Automatic Notification through email or SMS in case of service outage	15 Minutes
3	Resolution Time of Client side FTs (After the problem is reported to Help Desk / FMS Team of Service Provider)	4 Hours
4	Maximum delivery time of emails within BHEL's mail domain	2 Minutes
5	Maximum Application Response time from Haridwar, Bhopal, EDN Bangalore, RC Puram Hyderabad & Trichy	120 millisecond
6	Maximum time to respond to a call/issue	15 Minutes

7	Maximum time for recovery of mail from archived data	24 hours
8	Mail-Messaging Solution RPO	4 hours
9	Mail-Messaging Solution RTO	6 hours
10	Maximum time for updation of changes in Directory	2 hours

Note:

- For calculation of downtime and penalties due to non-adherence to SLA parameters, refer **Clause 7.1, 7.2 & 7.3.**
- Response time for downloading and navigation between web pages and search response should be instantaneous.
- Maximum Application Response Time should not be more than 120 ms. In case it is felt that the application response time is not proper, the same will be reported to Help Desk / FMS Team of Service Provider and a Fault Ticket shall be raised. The health monitoring of the application should be done through a tool which should also measure the response time of the application at the DC. The real-time view of the monitoring tool (dashboard) should be accessible to the designated BHEL officials.
- The changes done on directory should be updated within 2 hours of making the changes. If the changes are not reflected within 2 hrs, a Fault Ticket shall be raised which should be resolved within stipulated 4hrs time.
- The Emails should be retrieved from archival data within 24 hours of request from designated BHEL officials. If the request is not met within 24 hrs, a Fault Ticket shall be booked and penalty will be levied on the Service Provider for any delay beyond the stipulated 4hrs time as per the penalty clause.

7.1 Computation of Availability:

The successful bidder shall maintain and manage the solution on 24x7 basis for the entire period of the contract and shall be fully responsible for ensuring adequate CPU processing power, memory, storage, network, internet bandwidth and monitoring of the services for optimum performance of the entire system on 24x7 basis as per the SLA agreed.

The successful bidder needs to provide various reports for health monitoring and usage analysis. The Service Provider shall also provide various other reports on monthly / quarterly / yearly basis, or as and when requested by BHEL, which include but not limited to:

- Detailed report on gateway level spam / virus / hacking attempts and other security related issues.
- General user report on top senders / top recipients
- Service uptime report for monitoring SLA.
- Reports related to mail delivery/ delayed mails etc.
- Report on Helpdesk call resolution stating escalation if any.

Availability of service shall be assessed by the following formula:

$$Uptime \% = 100 \times \left[1 - \frac{total\ outage\ in\ minutes}{maximum\ available\ time\ in\ minutes} \right]$$

Maximum Available Time = No. of days in month * 24 * 60 – (Scheduled Maintenance Time + BHEL introduced Outage + Downtime Due to Force Majeure)

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.

7.2 Penalty for SLA Non-Conformance:

System Availability (SLA Compliance) will be calculated at the end of each quarter and penalties for non-compliance will be deducted from the quarterly payments. The penalty will be calculated as per the following formula:

$$Penalty = P1 + P2 + P3 + P4$$

Where:

P1 = Penalty due to Downtime at DC.

P2 = Penalty due to Downtime at DR.

Calculation of P1 & P2 will be done as per the following table:

S. No.	Uptime %	P1	P2
	(per month)	% Deduction (per month)	% Deduction (per month)
1	>99.9%	0	0
2	<=99.9% to 99.5%	2%	1%
3	<=99.5% to 99%	4%	2%
4	<=99% to 98.5%	6%	3%
5	<=98.5% to 98%	8%	4%
6	<=98.0%	10%	5%

P3 = Penalty due to Non-resolution of Fault Ticket.

Calculation of P3 will be done as per the following table:

P3		
S. No	Average Resolution Time Per Month	% Deduction
	(in Hrs)	(per month)
1	Upto 4 hrs	0
2	> 4 & <=6	1%
3	> 6 & <= 8	2%
4	> 8 & <=10	3%
5	> 10	5%

P4 = Penalty for Long Outage at DC & DR

When the application has been switched over to DR and is running successfully, no penalty (under P4) will be imposed up to 4 days from the date of switchover. However, after 4 days, penalty under P4 due to long outage at DC will be imposed as per following:

P4 (A)		
S. No	DC Downtime (in Days)	% Deduction (Per Day after 4 days) Per month
1	> 4 days	1%

Similarly if there is long outage at DR, no penalty under P4 will be imposed till 7 days. However, after 7 days the penalty will be imposed as per following:

P4 (B)		
S. No	DR Downtime (in Days)	% Deduction (Per Day after 7 days) Per month
1	>7 days	1%

In case the bidder fails to restore the DC services within one month, BHEL reserves the right to go for Risk Purchase and / or Termination of the contract.

Note:

7.3 Overall Solution Downtime

The Service provider shall ensure that: mail services at DC & DR are not down simultaneously for more than 24 hours and also the overall aggregate downtime under P1 in a month does not exceed 24 hours for reasons not attributable to BHEL or Force Majeure. In such a scenario, the penalties will be imposed as per the following instead of P1, P2, P3 & P4:

Downtime in a month (Continuous or Aggregate)	% Deduction of Overall Rentals Per Month
> 24 hrs <= 48hrs	25
> 48 hrs <= 96hrs	50
> 96 hrs <= 192hrs	75
> 192hrs	100

If the SLA deductions hit 10% of rentals in 3 continuous months, then in addition to the penalties as per SLA parameters stated above and recourse available under other provisions of the contract, BHEL will reserve the right to encash the SD(s).

7.4 Penalty due to non-availability of engineer at DR site

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.

7.5 Note:

7.5.1. *During migration i.e, before final sign off, only Penalty P1 will be applicable with a maximum uptime requirement of 98%. For every 1% downtime below 98%, 1% deduction will be made from the quarterly payments. On final sign full SLA will become applicable.*

7.5.2. *Penalties will be calculated on monthly basis and deducted from the quarterly payments.*

7.5.3. *Maximum Penalty per Month is limited to 10% of Total Monthly Rental*

7.5.4. *Penalty shall not be levied on the Service Provider in case of Force Majeure or reasons not attributable to the Service Provider & agreed by BHEL.*

8 Technical and Functional Requirements:

8.1 Solution Design:

- 8.1.1.1 The bidder shall design, setup and configure a secure, robust, scalable and highly available mail messaging solution by using appropriately sized servers, storage, security devices & tools, networking devices, backup devices, etc., based on an enterprise class mail messaging platform. The proposed solution should comply with all the technical & functional specifications given in the Tender.
- 8.1.1.2 The bidder may provision for dedicated VMs for hosting the solution. The bidder shall ensure that the underlying shared infrastructure, if any, does not have any impact on the performance of the proposed mail messaging solution. The bidder shall also ensure safeguarding the security issues in VMs and shared infrastructure. In case of any issues arising which cannot be resolved due to architecture in VM or shared infrastructure, bidder shall replace the equipment to dedicated architecture.
- 8.1.1.3 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. 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:
- 8.1.1.3.1 A detailed architecture diagram showing all the components like mailbox servers, mail gateway servers, mail routing servers, storage, security appliances, backup devices, etc., to be used at DC & DR.
 - 8.1.1.3.2 A mail flow diagram explaining how mails will flow in and out of the domain.
 - 8.1.1.3.3 A complete Bill of Material (BOM) giving list of complete hardware & software with their brief specs, make & model to be used in the solution both at DC & DR.
 - 8.1.1.3.4 A sizing document explaining how the sizing has been done for all the proposed components in the proposed solution. The sizing document should be accompanied by Mail Messaging OEM's sizing guidelines and recommendations.
 - 8.1.1.3.5 Any assumptions / pre-requisites in BHEL's scope with respect to sizing should be clearly mentioned and submitted along with the document.
- 8.1.1.4 All the components of the solution like mail servers, gateway servers, storage, security systems / devices like Antivirus & Anti-Spam, Backup & Archiving systems, etc., should be capable to cater to 30000 users and should be scalable to 36000 users in terms of load, performance and response. This should be verifiable from the brochures, datasheets, performance benchmarks, etc., of these components.

- 8.1.1.5 The successful bidder shall create new unique email ids for all the users in consultation with BHEL project management team.
- 8.1.1.6 If it is observed that there is a performance issue due to shared infrastructure then the successful bidder shall have to replace the relevant shared component(s) which is causing bottleneck in performance, with the dedicated component, without impacting the overall mail messaging system and at no extra cost to BHEL.
- 8.1.1.7 All the services in the mail messaging solution should have a single source of authentication and authorization. Also, many applications of BHEL will be using the messaging solution for sending emails / alerts. A list of such applications is attached as **Annexure-B**. The configuration / changes required in the mail messaging solution for enabling these applications to use the mail messaging solution for sending emails / alerts shall be done by the bidder.
- 8.1.1.8 The mail messaging services shall be made available on <https://mail.bhel.in> domain, which is registered in BHEL's name.

8.2 Mailbox Requirements:

- 8.2.1 The present requirement is for about 30000 mailboxes which may increase in a phased manner to 36000 over next 5 years.
- 8.2.2 The evaluation will be done on 30000 mailboxes, however, the mailboxes in first order may vary between 24000 to 30000. Separate orders may be placed for additional users, if required, in a staggered manner as and when requirement comes.
- 8.2.3 There will be a commitment of minimum 24000 mailboxes.
- 8.2.4 In case the requirement of mailboxes increases beyond 36000 in 5 year period, BHEL reserves the right to place the order for these additional mailboxes on the then negotiated rates (which shall not be greater than the prevailing rates in the contract).

8.3 Feature List Matrix for proposed User Category:

The solution should support different set of users based on their usage. BHEL defines the users based on the capability offered to each set of users as:

Feature	Standard User	Power User	Premium User	Super Premium User
Mailbox Storage	200 MB	1GB	5GB	10GB
Maximum Attachment Size	20MB	20MB	20MB	20MB
Messages Sent / Received Per Day	50	100	200	250
Average Message Size	50KB	150KB	200KB	200KB
Concurrency	25%-30%	25%-30%	25%-30%	25%-30%
IMAP/ POP/SMTP	IMAP/ POP/SMTP	IMAP/ POP/SMTP	IMAP/ POP/SMTP	IMAP/ POP/SMTP
Webmail	Y	Y	Y	Y
Personal Calendar	Y	Y	Y	Y
Personal Address Book	Y	Y	Y	Y
Personal Task to Do	Y	Y	Y	Y
Global Address Book on Webmail	Y	Y	Y	Y
Global Address Book on Desktop Email Client Software	Y	Y	Y	Y
Backup / Restore	Y	Y	Y	Y
Shared Calendar / Group Scheduling	N	Y	Y	Y

Shared Contacts	N	Y	Y	Y
Synchronization of Web Client, Rich Client and Mobile Client for Emails, Calendar & Contacts	N	Y	Y	Y
Compliance Archiving	Y	Y	Y	Y

8.4 Storage Requirement:

- 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).
- 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.
- 8.4.3 The storage requirement for journaling shall be in addition to the above and the bidder shall provision the same on SATA or Near-line SAS disks as per actual requirements.
- 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. .
- 8.4.5 The SAN Storage should support Capacity up-gradation up to minimum 200% (after RAID) and corresponding additional storage for journaling. The upgradation process should not impact any service downtime. Bidder shall furnish necessary documentary proof for IOPS sizing by OEM of mail messaging solution and also proof of IOPs supported by the proposed SAN Storage box.

8.5 Backup & Restoration Solution:

- 8.5.1 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. The bidder shall be responsible for designing an efficient backup policy. However, BHEL recommends minimum as follows:
- 8.5.2 Daily incremental backup
- 8.5.3 One full backup in a week.
- 8.5.4 Four (4) full last backups to be maintained.
- 8.5.5 Monthly full backups to be retained for 12 months.
- 8.5.6 Cycle to be repeated after 4 weeks.
- 8.5.7 The backup tapes / disks / media, etc., should be preserved in safe vault at a separate location.
- 8.5.8 System State Backup for Mail Messaging Servers & Directory Servers.
- 8.5.9 Backup policy should be flexible enough to accommodate changes suggested by BHEL as and when required. The backup policy should be mentioned in the solution document.
- 8.5.10 The successful bidder shall handover to BHEL a copy of monthly backup of the full email data at the end of each quarter as per mutually agreed dates.
- 8.5.11 The successful bidder shall carry out recovery tests of backed up data / tapes at least once in every quarter along with BHEL officials and submit the report of the same to BHEL.
- 8.5.12 The restoration should be granular. It should be possible to restore a single mailbox or a folder.
- 8.5.13 It should be possible to restore calendar, task and To-do.
- 8.5.14 There should be no limit on backup recovery instances.
- 8.5.15 The cost of backup restoration / mailbox restoration should be included in the complete mail messaging solution.
- 8.5.16 Backup and restoration activity should not impact the service performance.

8.6 Connectivity:

- 8.6.1 The successful bidder shall provide internet connectivity with sufficient bandwidth (not less than 48 Mbps (1:1)) at its datacenter for accessing the mail messaging application securely through internet. Any hardware / software required for providing this bandwidth shall be in bidder's scope.
- 8.6.2 If it is observed that the internet bandwidth provided by the bidder at the DC is getting choked (over-utilized) and this is affecting the application access time / performance, it shall be incumbent on the bidder to enhance the bandwidth immediately on its own without any additional commercial implication to BHEL.
- 8.6.3 BHEL will extend its own MPLS network to Service Provider's Data Centre so as to make the setup available on BHEL's MPLS Network. The successful bidder shall enable BHEL's MPLS service provider to terminate the link at bidder's Telco Room. Extension of the link from Telco room to the rack where the email system has been hosted shall be the responsibility of the bidder. BHEL may deploy multiple MPLS links at the successful bidder's datacenter for redundancy purpose.
- 8.6.4 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.
- 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.

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.

- 8.7.2 The Mail Messaging Application should be made available through internet using SSL protocol.
- 8.7.3 Mail Messaging solution should provide secure communication between clients and the server. Clients include mobile devices, desktops / laptops inside or outside BHEL network.
- 8.7.4 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.
- 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.
- 8.7.6 The successful bidder shall allow access to the proposed mail messaging solution to the auditors appointed by BHEL for carrying out PT / security check / audit as and when required.

8.8 Directory Services:

- 8.8.1 The successful bidder shall implement directory services and infrastructure for user authentication.
- 8.8.2 The directory services should support LDAP v3 directory access protocol for fast queries and directory updates.
- 8.8.3 The directory services should support X.500 naming standards.
- 8.8.4 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.

8.9 Data Migration:

- 8.9.1 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.

- 8.9.2 A detailed migration plan and change over process shall be submitted as specified in the Project Management section with clear time lines and fall back strategies to ensure smooth and successful migration to new system without any data loss.
- 8.9.3 The successful bidder shall coordinate with other BHEL contracted software / hardware / services vendors to resolve hardware, system software and integration issues if any with existing systems and application related problems during installation, migration & management of the mail messaging solution.

8.10 Compliance Archiving:

The proposed solution should provide a robust and secure archiving mechanism wherein a copy of each and every incoming & outgoing mails into and from “bhel.in” domain is maintained from the Go-Live date of mail-boxes at each milestone as mentioned in roll-out plan till the date of contract expiry for the purpose of compliance and audit. The solution should provide the functionality of search of the archived mails based on email id, domain name, subject, attachment type, content type, etc. Whenever requested by BHEL, the successful bidder should be in a position to allow access to the mail data for the purpose of e-discovery and downloading by the designated BHEL team and its auditors. Instant search at any time for last 6 months should be available. Access to archived mails should be controlled and all access activities should be logged.

8.11 Support & Maintenance:

- 8.11.1. The successful bidder shall maintain and manage the Mail Messaging Solution on 24x7 basis for the entire period of the contract and shall be fully responsible for ensuring adequate CPU processing power, memory, storage, network, internet bandwidth and monitoring of the services for optimum performance of the entire system on 24x7 basis as per the SLA agreed.
- 8.11.2. The successful bidder needs to provide various MIS reports for health monitoring and usage analysis. Below mentioned are few sample reports which needs to be provided monthly / quarterly / yearly basis. Bidder has to provide details on the types of reports that would be provided on BHEL request over and above the reports listed below:
 - 8.11.3. Detailed report on gateway level spam / virus / hacking attempts and other security related issues.
 - 8.11.3.1. General usage reports on top senders / top recipients based on size and number of mails and group by Unit / Division.
 - 8.11.3.2. Service uptime report for monitoring SLA.
 - 8.11.3.3. Reports related to mail delivery / delayed mails etc.
 - 8.11.3.4. Report on Helpdesk call resolution stating escalation if any.

- 8.11.3.5. Not restricted to the above, all reports / documents for making payments and SLA deductions shall be unit-wise.

8.12 Trainings:

- 8.12.1 User Level Training: The successful bidder shall conduct training sessions, explaining features of the mail messaging system and how to use these features for enhancing end users productivity. The training material (master copy) shall be provided by the bidder. Hands on training sessions should be of about one day duration and shall be conducted at any selected 8-10 Units/Regional Offices across India. The training shall be provided by a trained & experienced professional having excellent communication skills. BHEL will be providing desktops / OHP / necessary infrastructure to trainers. The Unit/regional office addresses will be shared with the successful bidder. (Please note that BHEL will not arrange boarding / lodging for the trainer nor reimburse the fare for the same. The training should be at no extra cost to BHEL.
- 8.12.2 Admin Level Training: The bidder shall impart training to designated BHEL staff (10 to 15 officials) on the following:
- 8.12.2.1 Knowledge Transfer Training of the Deployed Solution Architecture and Design – Minimum 2 Days
 - 8.12.2.2 Messaging Platform Administration & Management – Minimum 2 Days
 - 8.12.2.3 Disaster Recovery Planning for the Messaging Solution for any mishap or disaster – Minimum 1 Day
- 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.

8.13 Disaster Recovery Solution:

- 8.13.1 Disaster Recovery Solution will be required in case the services at the main Data Centre break down for any reason and are likely to take more than 1 day for restoration.
- 8.13.2 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.
- 8.13.3 The bidder shall provide appropriate DR solution with optimum hardware & software (including anti-virus, anti-spam and firewall).
- 8.13.4 The data shall be synchronized with the DR regularly. Also, when application has been switched over to DR and is running from DR and subsequently DC has been brought up, the reverse synchronization from DR to DC should happen.
- 8.13.5 The maximum acceptable RTO is 6 hours and maximum acceptable RPO is 4 hours. The bidder shall replicate data between DC & DR in such a way that the aforesaid RTO & RPO are achieved. The synchronization of data with DR site will be the responsibility of the vendor. Necessary software / tools required for synchronization shall be provided by the vendor.
- 8.13.6 The necessary MPLS & Internet bandwidth at DR site will be provided by BHEL, however, the vendor shall calculate and inform BHEL the bandwidth required at the DR site.
- 8.13.7 Redundancy of gateway servers, etc., will not be required at the DR site.
- 8.13.8 Archiving & backup solution are required only for super-premium and premium users when the solution is operating from DR site.
- 8.13.9 The vendor shall deploy at least 1 (one) qualified & trained engineer at the DR site for the entire contract period. The engineer shall be responsible for the management, maintenance, testing, synchronization, coordination, etc, at the DR site.
- 8.13.10 The successful bidder shall formulate and submit a detailed plan and procedure for business continuity in the event of failure of Primary site.
- 8.13.11 A detailed restoration plan to restore to original configuration after the failed site is set right.
- 8.13.12 The vendor shall conduct DR drills at regular intervals in consultation with BHEL team as per BHEL's ISMS policy.

8.13.13 One full Business Continuity Plan drill is to be performed prior to commissioning of complete solution **(Refer VOL-IV)**.

8.14 Others:

- 8.14.1 Any required Software / Hardware updates, patch management, etc., will be the responsibility of the successful bidder for the entire contract period at no extra cost to BHEL. The required updates / services packs / bug fixes for the entire stack has to be implemented within 3 months of release / general availability including:
- Supply, installation and maintenance of the software updates.
 - Rectification of bugs / defects if any.
 - Fine tuning of mail messaging solution application, as and when required.
 - Maintenance of the application.
- 8.14.2. Reinstallation of software / application / database, whenever required. Mail Distribution lists (about 250) are currently being used across various Units / Regions / Divisions in BHEL. The successful bidder shall create mail distribution lists (minimum 500 numbers) in the new solution for various BHEL Units / Regions / Divisions.
- 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.
- 8.14.4. The successful bidder shall arrange for all the necessary legal, regulatory and licensing clearances for the trouble free / hassle free operations of the mail messaging services to BHEL users.
- 8.14.5. The successful bidder shall adhere to best practice standards for the provisioning of services and testing of all functional / vulnerabilities from time to time.
- 8.14.6. After successful implementation, the bidder shall appoint an Account Manager for BHEL, who shall act as a single point of contact for BHEL for handling any issues related to the contract.
- 8.14.7. After successful implementation, the bidder shall also appoint a Customer Service Assurance Manager and provide his/her phone / mobile / email details. The Service Assurance Manager shall act as single point of contact for service assurance, helpdesk performance; mail messaging solution performance during the entire contract period. He/she along with Account Manager shall conduct service / performance review meetings with BHEL team once in every month.
- 8.14.8. A detailed escalation plan shall have to be submitted before the commissioning of the services, consisting of not more than 4 tiers from helpdesk to Global/Country Service Manager.

- 8.14.9. Any item of work /services /equipment not specifically mentioned above but considered essential for the completion of the work in all respect shall be deemed to be included in the scope of work.
- 8.14.10. The above requirements are only indicative in nature to provide bidders a benchmark to arrive at an optimum solution. However BHEL would expect successful bidder to provide all features available under the proposed solution as and when required.
- 8.14.11. The scope of this tender is not limited to the technical specifications mentioned in the Tender, bidder has to install and configure all available features in the OEM product as per BHEL's requirement under this entire engagement.
- 8.14.12. The Mail Messaging licenses shall be in BHEL's name.
- 8.14.13. Both "perpetual" & "subscription" based Mail Messaging licenses are acceptable, provided these are in BHEL's name.
- 8.14.14. BHEL reserves the right to carry out datacenter inspection of the bidder before awarding the contract.
- 8.14.15. The mail messaging solution including the complete hardware & software should be IPv6 ready (Dual Stack). The solution should be accessible through both IPv4 & IPv6 addresses.
- 8.14.16. Provision of enclosure for security of rack in the data center (optional): The successful bidder shall provide enclosure for securing dedicated rack(s) used for the mail messaging solution. The enclosure should be kept locked to stop unauthorized access.
- 8.14.17. Bidder shall propose all required software i.e. Directory Server, Database, Replication Software, Client License etc. as required for successful implementation and as per the messaging solution licensing policy. Bidder shall have back to back support agreement with the OEM of the mail messaging solution. Bidder shall ensure that any security patches released by the OEM are applied within 15 days of the release.
- 8.14.18. The proposed Mail Messaging solution should not include any individual components running on beta version.
- 8.14.19. All the software / tools, etc, used in the solution should be genuine and licensed. The service / solution provider should be authorized to offer services to the customers using such software / tools, etc. The Mail Messaging licenses should be in the name of BHEL.
- 8.14.20. The solution / service provider should have back to back contract with the OEMs for patches, bug fixes, security patches and updates during the entire contract period. Such Contracts / requisite documents should be made available on demand to the Owner.

9 Technical and Functional Specifications:

	General	
9.1.	Response Time	Logon Time should not be more than 30 seconds from entry of user ID and Password to system ready for use by the user.
9.2.	Address Book & Search	<p>9.2.1.The messaging solution should provide a single common Address Book of all email users. All the users should be displayed in alphabetical order. Address book should be searchable by attributes like first name, last name, etc. and the result should display other attributes like department, division, staff no, etc.</p> <p>9.2.2.Should provide search capability to query all email accounts & distribution lists in the directory.</p> <p>9.2.3.Should provide Offline Address Book Support as follows:</p> <ul style="list-style-type: none">▪ The Directory Services should provide an interface for messaging clients to download the address book to their local machine and work offline▪ The client should also offer the functionality of partial or full download of the address book locally▪ The synchronization should download only the new information and not re-download the old information already present on the client. <p>9.2.4.Should support personal directory apart from the offline address book and should support the following object types:</p> <ul style="list-style-type: none">▪ Users▪ Distribution Lists

		<ul style="list-style-type: none"> ▪ Also, these objects types should be supported in a thick messaging client as well as a browser client ▪ Should support vCard standard <p>9.2.5. Users should be able to add addresses from other organizations or individuals to their private address book.</p>
9.3.	Group Policy	The messaging solution should provide the feature of applying a common policy to a group of users.
9.4.	Object Types Supported	<p>The directory should support following object types:</p> <ul style="list-style-type: none"> ➤ Users Object Type ➤ Groups (Security purposes) ➤ Static Distribution Groups (Messaging purposes) ➤ Dynamic Distribution Groups (Messaging purposes, based on directory attributes/LDAP filter) ➤ Foreign Users (Non-employees/Business partners etc.) ➤ Containers for purposes of grouping, administration and policy control
	Anywhere Access	
9.5.		Users should be able to access their emails from anywhere (LAN / WAN / Internet). Mail messaging Solution should provide built-in features for providing anywhere access to users' emails using Rich Client (over Intranet / Internet without VPN), all standard Web Browsers, and Mobile Devices etc.
9.6.		9.6.1. Should support synchronization of calendar items, contact items, and mail items between mobile

	<p>Mobile Access</p>	<p>devices and the messaging server and client over 2G / 3G network over the Internet</p> <p>9.6.2.Should support secured access of Mail, Calendar and Contacts from a WAP phone</p> <p>9.6.3.Should support notifications of Mail & Calendar Reminder onto a Cell Phone directly from the mail server</p> <p>9.6.4.The users should be able to synchronize tasks between their mobile devices and the messaging solution</p> <p>9.6.5.The users should be able to search the entire company contact list from their mobile devices</p> <p>9.6.6.The users should have the functionality to search through their mailbox from their mobile devices.</p> <p>9.6.7.The user should be able to configure Out of office messages from their mobile devices.</p> <p>9.6.8.The Mobile component of the messaging solution should provide the functionality to remotely wipe all data from devices.</p>
<p>9.7.</p>	<p>Calendaring</p>	<p>9.7.1.Should natively support server-side and client-side calendaring and scheduling, including:</p> <ul style="list-style-type: none"> ▪ Checking the availability of intended attendees for a meeting ▪ Sending of request for meetings ▪ Accept or reject meeting requests ▪ Provide conflict management for meetings ▪ Reply to requests for meeting with a newly proposed time and date ▪ View free busy status of a group of users in a single window and ability to schedule the meeting with all the users in the windows ▪ Should automatically recommend ideal meeting times when all / most people are available.

		<p>9.7.2.Should support sharing of calendar between users with access control and access delegation features)</p> <p>9.7.3.Should support tracking of responses from the meeting invitees with information on the number of accepted and rejected responses.</p> <p>9.7.4.Should support marking appointments as private, so it will not appear when others view one's calendar.</p> <p>9.7.5.Should support access to multiple calendars to make scheduling meetings fast and more convenient.</p> <p>9.7.6.Should support accessing a group calendar to view simultaneously the free time schedules of 2 or more users or resources</p> <p>9.7.7.Should support vCalendar standard.</p> <p>9.7.8.Users should be able to publish their own and view free / busy time of others over the Internet using iCalendar standard.</p> <p>9.7.9.Interoperability with foreign calendaring systems should include capability to send, accept, decline and automatically track meeting requests and responses over the Internet using iCalendar standard.</p> <p>9.7.10.User should be able to view selected days or series of days apart from default views like Daily, Weekly, Monthly, Calendar List, to do List.</p> <p>9.7.11.Users should be able to share their calendar information with others, enabling users to view multiple calendars simultaneously.</p> <p>9.7.12.User should be able to customize a work week by Days and hours.</p> <p>9.7.13.An incoming meeting request should be stored in the calendar as "Tentative" automatically. Once the user accepts the meeting invite, an automatic reminder with audio/visual alarm should be added into the calendar.</p>
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9.8.	Tasks	<p>9.8.1.Should support server-side and client-side Tasks (or To Do List) and should support assigning / sharing tasks to other users in the messaging system</p> <p>9.8.2.Should provide the ability to assign / share due dates to “To Do” items.</p> <p>9.8.3.Should provide the ability of accepting, rejecting or updating the “To Do” item that has been received from other associates.</p> <p>9.8.4.Should allow a “To Do” owner to check the status of assigned / shared tasks.</p> <p>9.8.5.Should allow a “To Do” assignee / recipient to accept, delegate, or request modifications to a “To Do” list.</p> <p>9.8.6.Should provide the ability to receive notifications of upcoming due dates.</p> <p>9.8.7.Should support delegating the authority to others to manage your “To Do” list.</p>
9.9.	Collaboration	<p>9.9.1.The Messaging solution should provide the ability to create shared team Calendar and tasks.</p> <p>9.9.2.The Messaging solution should provide the ability to synchronize Shared calendar / Documents with Rich client and web client.</p>
9.10.	Public Key Infrastructure	<p>Proposed messaging solution should support following PKI specifications:</p> <p>9.10.1.Secure/Multipurpose Internet Mail Extensions.</p> <p>9.10.2.Encrypted SSL communication using Digital Certificate between server and all email clients - Rich Client (Desktop, Laptop), Web based and Mobile clients.</p> <p>9.10.3.Users should be able to digitally sign and/or encrypt emails.</p>

<p>9.11.</p>	<p>Organizational Change</p>	<p>The solution should provide tools for large scale organizational change. That is, movement of group(s) of users with more than 10 users in each group, either within the organizational hierarchy, or between physical sites.</p>
<p>9.12.</p>	<p>Messaging Client</p>	<p>Messaging Client should provide following functionalities:</p> <p>9.12.1.Should provide the feature of recalling the Sent Messages by the sender or cancelling sending of email, within few seconds after clicking send button.</p> <p>9.12.2.Should provide an intuitive user interface</p> <p>9.12.3.Should support POP3, IMAP, HTTP, LDAP, SMTP based messaging servers</p> <p>9.12.4.Should support common messaging folders such as inbox, sent items, deleted items and productivity folders such as calendar, to-do list and personal addresses.</p> <p>9.12.5.Should provide rich stand-alone / off-line access. The system should provide the same features available in either mode including access to the current directory and all messages.</p> <p>9.12.6.Client should have the ability to rapidly and easily synchronize users' messages from the central message store to multiple stand-alone devices (i.e. laptop, desktop, handheld) securely over various network transports such as LAN, WAN, Dial-up, GPRS/GSM, Internet/VPN</p> <p>9.12.7.Should support personal user created folders which are portable from one system to another</p> <p>9.12.8.Should provide functionality to create reusable text blocks.</p> <p>9.12.9.Should support self-managed user level rules.</p>

		<p>9.12.10.E-mail client should include support for browser based access and mobile/handheld device based access including but not limited to</p> <ul style="list-style-type: none"> ▪ Browsers: Internet Explorer, Safari, Chrome, Mozilla ▪ Mobile Phones: Symbian, IOS (iPhone & iPad), Blackberry, Windows Phone, Android, etc. <p>9.12.11.Should support read receipts and non-delivery receipts.</p> <p>9.12.12.Should support return receipts when requested by sender.</p> <p>9.12.13.Should support server side out-of-office reply capabilities.</p>
<p>9.13.</p>	<p>Rich Client</p>	<p>9.13.1.Service Provider shall provide a solution for installation & Configuration of Rich Client on the identified desktops / laptops within the delivery period of the solution.</p> <p>9.13.2.Should store a copy of each item (including calendar, mail, to-do, personal addresses, etc.) on the server and the client (while synchronizing with server in background)</p> <p>9.13.3.Should provide archival support as under:</p> <ul style="list-style-type: none"> ▪ Should support archival on messaging folders and productivity folders ▪ Should provide search features like “from date”, “to date”, etc, for archiving the mails. ▪ Should also support archival when the client is working offline ▪ Should support the ability to add and delete from archives <p>9.13.4.Should support drag-and-drop functionalities throughout the messaging client.</p>

		<p>9.13.5.Users should be able to sort messages and query by any defined field and to search any storage locations by query.</p> <p>9.13.6.Should support multiple email accounts in the same user interface for sending and receiving mails.</p> <p>9.13.7.Should support rich editing features like</p> <ul style="list-style-type: none"> ▪ Tables ▪ Support for embedded OLE objects ▪ Horizontal line ▪ Support for both Bullets and Number lists ▪ Undo <p>9.13.8.Should support productivity enhancing features such as:</p> <ul style="list-style-type: none"> ▪ Allow the user to raise a "flag" to alert the user that there is follow up action on the e-mail ▪ Automatic background name resolution and type-ahead resolution prior to sending the mail ▪ Multiple auto-signatures ▪ Should notify a user visually or by sound, at user's choice, when a new message arrives. Should support message preview. ▪ Should have spell check feature. <p>9.13.9.Should support rich attachments and interaction including:</p> <ul style="list-style-type: none"> ▪ MIME attachment types. ▪ Viewing of file attachments from within the message: The Messaging Solution should have the feature to view the mail attachment files like MS Word, MS Excel, Power Point, etc. from within the Rich Client. ▪ No restriction on the number of file attachments per mail
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		<p>9.13.13.Should support Rich Search capability such as:</p> <ul style="list-style-type: none"> ▪ Find e-mail messages more easily by grouping messages by date, size, conversation, subject, importance, or other criteria ▪ Save the results of commonly used searches instead of having to re-run common searches each time user need them providing an automated way to keep relevant e-mails together without moving them to other folders
<p>9.14.</p>	<p>Web Client</p>	<p>9.14.1.The Web mail client should provide option to check mails during low bandwidth connection using Basic Mail client functionality.</p> <p>9.14.2.The Web Mail client should provide ability to categorize the mail based on user defined categories.</p> <p>9.14.3.The Web Mail client should provide ability to auto complete the recipient address for recent recipients.</p> <p>9.14.4.The Web Mail client should provide ability to access delegated mailbox from the logged on web mail client.</p> <p>9.14.5.The Web Mail client should have ability to view RSS Feeds.</p> <p>9.14.6.The Web Mail client should provide ability to add sender to Blocked Sender list or Safe sender list.</p> <p>9.14.7.The Web mail client should provide flexibility to drag & drop calendar items between different days and send the meeting updates to the recipients automatically.</p> <p>9.14.8.The Web Mail client should provide ability to create Tasks & categorize them based on colour / text.</p>

<p>9.15.</p>	<p>Security Features</p>	
		<p>9.15.1.The system should support secure protocols as follows:</p> <ul style="list-style-type: none"> ▪ IPsec ▪ Kerberos Version 5 ▪ Transport Layer Security (TLS) ▪ Secure Sockets Layer 3.0 (SSL) – encrypted POP3, encrypted SMTP, encrypted IMAP4 and encrypted LDAP. ▪ Encrypted RPC Communication ▪ Point-to-Point Tunneling Protocol (PPTP) ▪ Layer 2 Tunneling Protocol (L2TP) <p>9.15.2.Messaging System should be configured for Security Policy (Password Policies, etc.) enforcement.</p> <p>9.15.3.The solution should provide remote erase capability for Smartphones to protect data in case of loss or theft of smartphones.</p> <p>9.15.4.Messaging solution should provide end to end encryption of data i.e. Client-Server and Server-Server Encryption features for confidential messaging over all the mail transactions to prevent spoofing, various malpractices, etc.</p> <p>9.15.5.It should also support StartTLS encryption at gateway level.</p> <p>9.15.6.Messaging Client and Server should support Secure/Multipurpose Internet Mail Extensions (S/MIME), enabling users to digitally sign and encrypt e-mails and attachments.</p>

		<p>9.15.7.The solution should provide the capability of auditing and logging of events (attempted and successful login requests, creation and deletion of accounts and locks placed on accounts, etc.) and should be accessible only to the administrators.</p> <p>9.15.8.The system should provide for non-repudiation of messages, actions and events within the system. Non-repudiation must ensure that a message, action or event can directly be associated to a specific user without a doubt.</p> <p>9.15.9.The messaging system should encrypt message exchange between the messaging client and the messaging server, including support for:</p> <ul style="list-style-type: none"> ▪ Digital Signatures ▪ E-Mail Encryption ▪ Native S/MIME support ▪ Encryption of the client-server and server-server communication <p>9.15.10.Should support the following mechanisms for authentication:</p> <ul style="list-style-type: none"> ▪ Forms-based authentication in Web based mail access to manage secure session authentication ▪ Kerberos authentication between servers in the network <p>9.15.11.Should provide anti-spamming capabilities to allow administrators to:</p> <ul style="list-style-type: none"> ▪ Apply controls to the messaging system that will block receipt of messages into the system. ▪ Apply controls based on content, recipient identification, sender identification, sender domain, or other selectable parameters on the client side.
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		<ul style="list-style-type: none"> ▪ Apply controls based on the SenderID framework as industry standard for the anti-spam initiative ▪ Apply threshold levels based on content of inbound email – junk email and non-junk email classification. ▪ Apply policies on handling of blocked mail – archive, deletion, etc. <p>9.15.12.Should provide anti-spamming capabilities which allow end-users to:</p> <ul style="list-style-type: none"> ▪ Classify messages as spam and not spam ▪ Create rules that handle future spam and non-spam messages ▪ Review messages that have been marked as spam. <p>9.15.13.Should use secure authentication protocols during the logon and validation process. Clear or plain text authentication of users shall not be permitted</p> <p>9.15.14.The mail messaging system should be able to provide Anti-virus scanning support capability including:</p> <ul style="list-style-type: none"> ▪ Anti-virus support to scan the mail database. ▪ Anti-virus support to scan mail at the SMTP gateway ▪ Anti-virus support to scan mail at the MTA or mail routing servers <p>9.15.15.The mail messaging system should provide the ability to restrict SMTP relaying. The SMTP relay should be allowed for only authorized and authenticated users both at Mail Messaging server and Mail Gateway.</p> <p>9.15.16.Should provide the capability to secure distribution groups messaging by:</p>
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		<ul style="list-style-type: none"> ▪ Restricting distribution lists to only allow sending from authenticated users. ▪ Preventing un-identified users or blocked senders from sending to internal-only distribution lists.
<p>9.16.</p>	<p>Anti-Virus / Anti-Spam</p>	<p>9.16.1.The messaging solution offered shall provide complete mail security against virus attacks, phishing attacks, spam, unwanted emails, etc. The Service Provider shall propose, setup & configure Anti-Virus for Messaging Platform which shall provide preventive and protective measures to stop increasingly complex virus threats from infiltrating the Messaging Infrastructure. It shall enforce the organization’s security policies and maintain a reliable computing environment.</p> <p>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.</p> <p>9.16.3.It shall provide Real Time Threat Response.</p> <p>9.16.4.Anti-spam should have following features:</p> <ul style="list-style-type: none"> ▪ Defense Against Junk Email ▪ Bulk Mail Filtering ▪ Outbound & Inbound Spam Filtering ▪ Accuracy and Effectiveness ▪ Spam Quarantine ▪ Quarantine and Release mail notification to user ▪ Content filtering

		<ul style="list-style-type: none"> ▪ Customized content filtering based on attachment, pattern on message body, etc. ▪ Pro-active blocking of specified file types, pattern, etc. ▪ Custom locking based on domain & IP address ▪ Reputation based blocking -RBL
9.17.	SMTP Gateway	<p>9.17.1.The Messaging Solution shall have Email / SMTP Gateways in high availability mode at primary data centre for transmitting mails outside the organization and receiving mails from outside the organization.</p> <p>9.17.2.The SMTP Gateway shall provide relay facility for mails & alerts generated by BHEL business applications & servers. The IP address of such servers will be provided at the time of implementation.</p>
	Messaging Server	
9.18.	Message Store	<p>9.18.1.Should support storage of any file format, and should allow users to upload and download content from the messaging system.</p> <p>9.18.2.Should support native storage of XML content.</p> <p>9.18.3.Should provide in-built Unicode support.</p> <p>9.18.4.Should support Full-Text search on each message store database including scheduled indexing for faster search capabilities from the messaging client.</p> <p>9.18.5.Should support recovery of deleted mailbox for a specified period of time. Mailbox of deactivated accounts should</p>

		<p>be retained for one month on mailbox servers.</p> <p>9.18.6.The message store should support retention and recovery of mails even after they are deleted from the messaging client's "Deleted Items" folder within 24 hours, and should provide options of deleting the retained mails after the store has been backed up.</p> <p>9.18.7.Deleted items recovery should include end-user self service capability for recovery.</p> <p>9.18.8.The mail messaging store should support Server and Client-based rules.</p> <p>9.18.9.Users should be able to prioritize a message.</p> <p>9.18.10.Should be capable of limiting message storage space for each user.</p> <p>9.18.11.Should support hosting multiple message store databases on the same physical server</p> <p>9.18.12.Should support message archival and journaling on the Server to comply with security and auditing requirements</p> <p>9.18.13.Should support assigning email addresses to shared message stores, so that one can directly send mails to these folders from within the messaging system or from any other messaging system or optionally from the internet.</p> <p>9.18.14.Should support access of all mailbox folders (Inbox, calendar, etc,) through the browser by providing user friendly URLs. The same should be supported for shared folders.</p> <p>9.18.15.Should support online maintenance of message store databases.</p> <p>9.18.16.Should support transaction logging.</p>
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		<p>9.18.17.Should support hosting messaging subsystems by role (like protocol, message storage, directory database) on more than one physical server for scale out capability.</p> <p>9.18.18.Should support high availability active-passive / active-active clustering</p> <p>9.18.19.Should support Load Balancing for the front-end web servers that render web pages to browser based messaging client.</p> <p>9.18.20.The messaging store should be provided in both high availability and disaster recovery mode i.e. high availability in primary data center along with resiliency via a disaster recovery center.</p> <p>9.18.21.In case of any failover, switching over to the HA should be automatic, but switchover to DR server should be manual.</p>
9.19.	Message Routing	<p>9.19.1.Should support secure SMTP as the default messaging protocol for mail transfer between messaging servers.</p> <p>9.19.2.Should support fault-tolerant SMTP routing between servers.</p> <p>9.19.3.Should support least cost, load balanced and dynamic mail routing</p> <p>9.19.4.Should support automatic message tracking.</p> <p>9.19.5.Should support ETRN and ESMTP</p>
9.20.	Health & Performance Monitoring	

		<p>9.20.1.The Messaging solution should come with management & monitoring tool to monitor and manage the Health and Performance of the Solution & Systems from a single Centralized Management Console.</p> <p>9.20.2.It should proactively detect the health issues and service degradation / interruptions (including the messaging application, underlying OS and the Directory) and should be able to create event / alerts to the relevant administrators through Email, SMS, etc.</p> <p>9.20.3.The health monitoring should generate periodic reports about the health of the system, security status, etc.</p>
9.21.	Recovery of Service	<p>9.21.1.Should provide capability to restore single object (e.g. user, group, mail box(es), etc.) within defined SLA.</p> <p>9.21.2.Should provide recovery of the entire directory within defined SLA.</p> <p>9.21.3.Should provide capability to restore single directory server to service within defined SLA, including recovery or rebuild of operating system, from the time that the hardware is available.</p>
9.22.	Availability	<p>9.22.1.The Authentication and Directory Service should have fail-over capability.</p> <p>9.22.2.Loss of a single directory server should not affect ability for users to logon and use E-mail or other directory enabled applications.</p>
9.23.	System Administration & Maintenance	

		<p>9.23.1.Should provide Centralized Administration capability.</p> <p>9.23.2.Should provide delegation of rights for creation / deletion / de-activation of user accounts to a designated user.</p> <p>9.23.3.Should provide delegation of rights for resetting password to a designated user.</p> <p>9.23.4.Should provide delegation of rights for group membership management within a department / workgroup to a designated user.</p> <p>9.23.5.Should provide for the implementation of Role Based Access Control (RBAC).</p> <p>9.23.6.The Mail Messaging Solution should provide management from single console. It should also support remote management.</p> <p>9.23.7.The solution should provide graphical performance statistics.</p> <p>9.23.8.The solution should support command line based administration.</p> <p>9.23.9.The solution should allow administrators to manage individual domains like Users, quotas, groups, etc.</p> <p>9.23.10.The solution should support creation of static / dynamic Distribution Lists (minimum 500) with unlimited members.</p> <p>9.23.11.The solution should provide activity and error logging, mail delivery statistics and message tracking.</p> <p>9.23.12.Should support logging of every action performed on the messaging system on to the event logging system that can be reviewed later for troubleshooting or system health check.</p> <p>9.23.13.Should be capable of administration through a single window interface to provide server level control and</p>
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		<p>configuration of the mail messaging system for all servers including:</p> <ul style="list-style-type: none"> ▪ 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 <p>9.23.14.Should provide a Centralized interface for control and view of all message queues</p> <p>9.23.15.Should permit only the administrator to create, modify, delete or unlock user accounts</p> <p>9.23.16.The system should be capable of recovering deleted, encrypted, and other private communications between users. This recovery capability and process should be available only to individuals with special credentials, such as law enforcement or the accountability board.</p> <p>9.23.17.The message store database should have online and offline backup capability. It should provide support to simultaneously backup multiple message store databases. It should provide support for restoring individual message store databases without requiring the other users to stop their messaging communications. It should support scheduled backup and restore tasks from a user friendly, menu-driven program.</p> <p>9.23.18.Should support system monitoring including alerts for critical events, and</p>
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		<p>output of the statistics in the form of graphs, histograms and rich reports</p> <p>9.23.19.The mail messaging system should allow comprehensive administration locally and from a remote location</p> <p>9.23.20.Should support the ability for administrators to age e-mail for deletion.</p> <p>9.23.21.Should support deletion of specific message based on Sender, Recipient, Subject, Message Content patterns and time frame, etc., from all mailboxes.</p> <p>9.23.22.Should support journaling of messages flowing in and out of each message store database.</p> <p>9.23.23.Should be able to limit the size of messages flowing through the message transfer agent.</p> <p>9.23.24.Should provide support for granular server side notifications for mailbox quota (Warning, Prohibit Receive, Prohibit Send)</p> <p>9.23.25.Should provide ability to impose legal disclaimer on all mails going outside BHEL. The disclaimer should not be editable by the user.</p>
9.24.	Archiving & Journaling	
		<p>9.24.1.The Mail Messaging solution should provide archiving & journaling capabilities for compliance and audit purposes.</p> <p>9.24.2.The administrator should be able to search mails across multiple mailboxes in an organization.</p> <p>9.24.3.The system should support archiving to an SMTP address.</p> <p>9.24.4.The system should provide journal reports.</p>

		<p>9.24.5.The system should allow Journaling of all mails. The Mail Messaging system should provide the capability to journal – internal emails, external emails or all emails.</p> <p>9.24.6.The Mail Messaging system should provide ability to parse through message body for some restricted contents / texts and take actions like drop the message, redirect the message and send bounce messages.</p> <p>9.24.7.Should provide for putting a legal hold on a user so that they cannot edit / delete any of their past emails.</p> <p>9.24.8.Should provide an easy to use web based email search user interface which can be used to search emails using key words, date time stamp, single or multiple users.</p>
9.25.	Access / Connectivity & Interoperability	
		<p>9.25.1.Messaging client should be able to access e-mail using TCP/IP over LAN, WAN, Dial-up, Wireless LAN, VPN and over HTTPs</p> <p>9.25.2.Should support all rich client functions on the intranet, over the internet without requiring a VPN on standard http/https ports.</p> <p>9.25.3.Should provide rich offline synchronization capabilities as follows:</p> <ul style="list-style-type: none"> ▪ Support offline mode working should access to messaging server fail. ▪ Support smart bandwidth awareness by switching message view to headers only or full message body depending on the connection speed. ▪ Client side caching where all messaging related tasks are

		<p>performed from the local client machine to reduce number of requests to the server and reduce network bandwidth consumption between the client and server.</p> <ul style="list-style-type: none"> ▪ Enable incremental change synchronization so that client will start the synchronization process from where it left off last time saving time and resources. ▪ While synchronizing, only changes and updates made to messages should be sent back to server instead of the entire message. ▪ The user should be able to continue work in case of network unavailability without changing profile or closing the application. <p>9.25.4.Messaging system should support sending / receiving messages from and to any messaging system which follows internet standards.</p> <p>9.25.5.The directory services should be able to interoperate with any internet standard LDAP service.</p>
9.26.	Email life Cycle Management:	
		<p>9.26.1.The Messaging solution should be able to enforce email retention settings on users so that emails can be retained / archived / deleted as per the policies.</p> <p>9.26.2.Provide Mail Log Report: Reports on number of mails including attachments sent / received by user wise / date wise / month wise / year wise – also logs on top 100 sent / received in volume and in size.</p> <p>9.26.3.Support multiple mail queues for quick mail delivery.</p> <p>9.26.4.Support Network Time Synchronization.</p>

	Others:	
9.27.	Password Reset	<p>9.27.1.BHEL will provide password policy as per its ISMS policy.</p> <p>9.27.2.The solution should provide a facility to users by using an intuitive GUI to reset or retrieve their forgotten password. Any third party tool, if required, for this purpose shall be provisioned by the successful bidder and integrated with the mail messaging solution.</p>
9.28.	Delegated Access	<p>Should provide easy methods for users to delegate or redirect inbox processing to others including support for:</p> <ul style="list-style-type: none"> ▪ Delegating rights to other users on the Address Book on Inbox, Contacts, Notes and Calendar Folders. ▪ Read, create, and modify access permissions to the above mentioned folders. ▪ Option of providing delegated access to items marked as private ▪ The solution should enable the delegated user to send / reply to mails, on behalf of or, as actual user.
9.29.	Miscellaneous	<p>User should have provision of deletion of mails even on reaching full mail-box quota.</p>

10 Infrastructure Requirement Details:

S. No.	Component	Shared / Dedicated	Make / Model	Mention (Shared / Dedicated)	Remarks
1	Rack Space	Shared/Dedicated			
2	Internet Bandwidth	Shared/Dedicated			
3	Internet Routers	Shared/Dedicated			
4	Internet Firewall Infrastructure	Shared/Dedicated			
5	Core Switching Infrastructure	Shared/Dedicated			
6	Application Load Balancing Infrastructure	Shared/Dedicated			
7	Server Infrastructure for Messaging / Webmail / SMTP Gateway	Shared/Dedicated			
8	Enterprise Storage Infrastructure for the Mail Boxes	Shared/Dedicated			
9	Server Infrastructure for Archiving	Shared/Dedicated			
10	Enterprise Storage Infrastructure for Archival Facility	Shared/Dedicated			
11	Gateway Level Anti-Virus and	Shared/Dedicated			

	Anti-Spam Infrastructure				
12	Backup Infrastructure	Shared/Dedicated			
13	Enterprise Monitoring Tool for Messaging Infrastructure	Shared/Dedicated			
14	Management Resources	Shared/Dedicated			

** WAN (MPLS) routers at DC will be provided by BHEL.

Note:

- ✚ *The Service Provider should provide compliance statement for all the above specifications of technical requirements against each item.*
- ✚ *All relevant product information such as user manual, technical specifications sheet etc. should be submitted along with the offer. Failure to submit this information could result in disqualification of the bid.*
- ✚ *Hard copy of supporting documents or documentary proof for all the above criteria i.e. Service Provider's eligibility criteria, Technical Specifications etc. should be submitted in the envelope containing technical bid.*

VOL-IV

Key Deliverables & Payment Schedule

1. Key Deliverables

S. No.	Milestone	Milestone Description	Target Date	Deliverables
1	M1	<ul style="list-style-type: none"> a) Information gathering from the existing domains. b) Solution Design Document. c) Mail Messaging Solution mapping to BHEL's requirement. d) Project Management Plan e) Trainings 	Within Thirty (30) Days of Date of Acceptance (DOA) of Order.	<ul style="list-style-type: none"> a) Document/Report on Solution Design validated by OEM, Project Management Plan, Training Plan and consolidated Information from existing Domains b) Configuration and feature document for Mail Messaging Solution c) Configuration and features document for all categories of users. d) Hardware deployment plan for DC & DR
2	M2	<ul style="list-style-type: none"> a) Creation of Mail IDs, Migration of User Data of NCR Based Units, HPVP Vishakhapatnam b) Setup of Helpdesk c) Trainings 	Within Ninety (90) Days of Date of Acceptance (DOA) of Order.	<ul style="list-style-type: none"> a) Completion Document /Report on category and Unit wise Users migrated to the Mail Messaging Solution. b) Completion Document /Report on Helpdesk setup, escalation matrix etc. c) Deployment report on DC facilities.
3	M3	<ul style="list-style-type: none"> a) Creation of Mail IDs, Migration of User Data of Trichy, Piping Centre & any two Regions (PSNR, PSER, PSWR & PSSR). b) Creation of DR c) Trainings 	Within One Hundred & Twenty (120) days of Date of Acceptance (DOA) of Order.	<ul style="list-style-type: none"> a) Completion Document /Report on category and Unit wise Users migrated to the Mail Messaging Solution. b) Completion Document /Report on DR setup.
4	M4	<ul style="list-style-type: none"> a) Creation of Mail IDs, Migration of User Data of EDN Bangalore, Ranipet, Jhansi, & two remaining Regions (PSNR, PSER, PSWR & PSSR) 	Within One Hundred & Fifty (150) Days of Date of Acceptance	<ul style="list-style-type: none"> a) Completion Document /Report on category and Unit wise Users migrated to the Mail Messaging Solution.

		<ul style="list-style-type: none"> b) Creation of Mail IDs, Migration of User Data of RC Puram Hyderabad, Corp R&D, Haridwar & Bhopal. c) Trainings 	(DOA) of Order.	
6	M5	<ul style="list-style-type: none"> a) Creation of Mail IDs, Migration of User Data of IVP Goindwal, CSU / IP Jagdishpur, Rudrapur, HERP Varanasi, EPD Bangalore, ISG Bangalore, ROD (All locations as mentioned in VOL-I, Section 1.1.3, Serial No. 15), EMRP Mumbai and any remaining location. b) Trainings, BCP Drill, Documentation, Handover, etc. 	Within One Hundred & Eighty (180) Days of Date of Acceptance (DOA) of Order.	<ul style="list-style-type: none"> a) Completion Document /Report on category and Unit wise Users migrated to the Mail Messaging Solution. b) Training completion Report. c) BCP Drill Report

2. Payment Schedule

- 2.1. Payments shall be due at the end of each Quarter (Financial Year), i.e. 30th June, 30th September, 31st December & 31st March. However, for the first and last quarter of the whole contract period the payment may be for fraction of quarter on pro-rata basis.
- 2.2. The quarterly payments for first lot of mailboxes, which have been made live & data migrated, will start on completion of Milestone M3. For next lot of mailboxes, it will start on completion of Milestone M4. For the remaining mailboxes, the quarterly payments will start on completion of Milestone M5, i.e., final sign off.
- 2.3. For subsequent orders, after the first order, the payment will become due after creation and making live of mailboxes on actual basis in the quarter.
- 2.4. For payment purposes, number of mailboxes on the last day of each quarter will be considered for calculating quarterly charges. Quarterly payments shall be calculated based on actual number of days from go-live of mailbox(s) up to the quarter completion date and calculation shall be on pro-rata basis. The payment will be made quarterly in arrears after making adjustments / deductions for any SLA non-performance. All Payments shall be made only after the Bidder has raised invoices along with necessary documents / reports (BHEL unit-wise) and subsequent certification of each unit and making deductions due to penalties and statutory recoveries (like TDS etc.) by BHEL.
- 2.5. Quarterly invoices in triplicate along with reports towards SLA conformance must be submitted at BHEL Haridwar. Also, along with invoices, copy of the periodical challans (latest) of service tax deposited to government accounts linked to the service tax charged in the submitted invoices is to be submitted to process the invoice. BHEL Haridwar will process the bills for SLA conformance and based on certification of individual units will send the same to Corporate Office for release of payment. The payment will be released from Corporate Office, New Delhi.
- 2.6. Payments will be made in Indian Rupees only.
- 2.7. Discount offered, if any (as mentioned in the Price Bid format), will be adjusted from the first payment due on the contract. Any residual discounts which is beyond the first payment shall be adjusted in subsequent payments.

VOL-V

General Conditions of Contract

1 Deviations

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.

2 Acceptance / Rejection of Bids

- 2.1.1 Owner reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Owner reserves the right to assess the Bidder's capabilities and capacity. The decision of the Owner shall be final and binding.
- 2.1.2 Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.
- 2.1.3 Offers not submitted in prescribed manner or submitted after due date and time are liable to rejection.
- 2.1.4 Tenders received beyond stipulated time & date are liable for rejection. Hence, offers reaching within the due date & time in the tender box only will be accepted.
- 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.
- 2.1.6 If there is any discrepancy in the price bid, it will be dealt as per the following:
 - a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above

lines and if the bidder does not agree to the decision of the Owner, the bid is liable to be ignored.

3 Information Security Management System (ISMS)

- 3.1 Owner has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standards.
- 3.2 Owner's Information Security Policy is as follows: "BHEL is committed to ensure Integrity, Confidentiality, Availability and Security of its information at all times for serving the needs of the organization in line with its Vision, Mission & Values while meeting all regulatory requirements."
- 3.3 To mitigate the security risks, Operating Systems and all software shall be configured as per "Best Practices" recommended by respective OEMs, initially and during the entire contract period. As per ISMS policy, various security requirements like password policies, backup policies etc. are to be implemented in the system in consultation with the Owner.
- 3.4 In line with the ISMS requirements, bidder and its staff shall ensure the protection of owner's information assets / information processing facilities at all times with respect to confidentiality, integrity and availability.
- 3.5 The Bidder / personnel deputed by bidder shall comply with following requirements:
 - 3.5.1.1 Personnel shall present his / her identity proof to owner for getting proper authorization from owner. He/she shall not enter into owner's premises without proper authorization.
 - 3.5.1.2 Bidder / personnel deputed by bidder shall sign Non-Disclosure Agreement (NDA) in the specified format of owner.
 - 3.5.1.3 Bidder / personnel deputed by bidder shall maintain confidentiality of all information related to owner like server data, configuration, software, drawings, documents, manuals, processes etc. which was revealed during discussion or implementation.
 - 3.5.1.4 When allowed by proper authority, he / she shall work in secure area only in the presence of owner's staff.

- 3.5.1.5 He / she shall maintain and service only those equipment which comes under his /her scope of contract.
- 3.5.1.6 Bidder / personnel deputed by bidder shall ensure the return or destruction of information / data at the end of contract period and as and when required.
- 3.5.1.7 Access to information assets, which is not explicitly authorized, shall be treated as forbidden.
- 3.5.1.8 Any information security incident and / or security breaches shall be immediately reported to owner.
- 3.5.1.9 In case of any violation of the above, it will amount to non-fulfilment of terms & conditions of the contract.

4 Confidentiality of Information

All the material / information sent to the Bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder and their employees deployed on the project have to furnish a Non-Disclosure Agreement (NDA) as per **Annexure-M Non-Disclosure Agreement** in line with the Owner's Information Security Management System (ISMS).

5 Purchaser's Rights

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.

The Purchaser reserves the right to accept or reject any or all bids, and to annul the Tender process at any time prior to the issue of Letter of Award. In this case, the Purchaser shall not incur any liability towards the affected bidders or any obligation to inform the affected bidders about reasons for such action.

6 Taxes

Any change in service tax or introduction of any new applicable tax in future will be to BHEL's account.

7 Exclusions

- 7.1 The Bidder shall clearly indicate the items under “Exclusions” head, which are excluded from the scope of Bidder’s work, if any.
- 7.2 Tentative exclusions are included in **VOL-III**. Corrigendum in this regard, if any, will be issued after pre bid meetings / conference.

8 Statutory Obligations

All statutory obligations arising out of this contract (like Insurance, PF, etc. of man power deployed by the bidder) shall rest with the successful bidder.

9 Contract Validity Period

- 9.1 The contract will initially be valid for a period of 5 years from the actual date of completion of Milestone M5 (**Refer VOL-III Technical and Functional - Section 2, Roll-out schedule and Roadmap**).
- 9.2 After the expiry of five year contract period, the contract (in full or part) may be extended on mutually agreed terms & conditions.
- 9.3 After expiry of 5 years contract period, BHEL reserves the right to have option for buy-back of DR site hardware, the price for BHEL buy back for DR hardware shall be quoted in Price Bid Format Annexure I. The quoted price for DR hardware shall be considered for evaluation. In case BHEL requires to acquire the DR hardware after expiry of 5 years contract period, the price quoted for BHEL buy-back of DR hardware will be paid to vendor at that time.

10 Liquidated Damages for Late Delivery (LD)

The successful bidder shall make all efforts to commission all the services as per the Roll-out 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.

11 Schedule for Supply

The successful bidder shall complete the installation, commissioning and handover of the solution within 180 days from the date of signing of the contract.

12 Arbitration and Jurisdiction

All and any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and any amendments thereof. The place of arbitration shall be New Delhi. The language of arbitration shall be English.

13 Sub-Contracting

Other than DC facility & L1 support, the bidder shall not subcontract / sublet the services to any third party for the entire contract period. The core mail messaging solution, servers & storage shall be maintained and managed by the bidder himself.

14 Risk Purchase

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.

15 Force Majeure

“Force Majeure” means an event beyond the control of the Owner and the Bidder which makes it impossible or illegal for a party to perform the Contract, which is not attributable to the fault or negligence of the party affected and/or its Sub-Bidders and which could not have been

foreseen or prevented by that party when exercising reasonable diligence, including but not limited to:

- earthquakes, landslides;
- explosion and fire, unless as a direct result of the Bidder or of his Sub Bidder's negligence or acts or omissions;
- riot, commotion, sabotage or civil disorder, unless solely restricted to employees of the Bidder or of its Sub-Bidders;
- contamination by radio-activity from any nuclear fuel, nuclear waste or radio-active toxic explosion;
- war, hostilities (whether or not war is declared), invasion, act of foreign enemies or embargo; and.
- rebellion, revolution, insurrection, or military or usurped power or civil war.

In the event of Force Majeure:

- 15.1 Neither the Owner nor the Bidder shall be responsible for any failure to fulfil its obligations under the Contract if and to the extent that fulfilment has been delayed, hindered or prevented by Force Majeure, provided that the Bidder shall have the benefit of this provision only if it takes all reasonable steps to protect the Work and minimise the effects of any Force Majeure event on the Work and the progress thereof.
- 15.2 Should the Bidder be delayed by Force Majeure in performing any of its obligations under the Contract, that party shall notify the other party immediately giving the full particulars thereof along with tangible proof acceptable to the Owner thereof submitted and intimated within 7 (seven) days of the onset of such event, in writing and shall use its best efforts to minimize the effect of the Force Majeure on the Work and to take remedial measures.
- 15.3 In the event of Force Majeure, the obligations affected by Force Majeure shall be suspended, as will any payment in respect of the suspended obligations, and the parties shall consult together with the view to determining mutually acceptable measures to overcome the difficulties arising there from. Under no circumstances shall the Contract Price be increased for the financial impact on either party of any Force Majeure.

16 Support on Contract Expiry / Termination:

- 16.1 On successful completion of the contract period, BHEL will retain the Mail Messaging software licenses / copyrights without any financial implication (in case of perpetual licenses). No other hardware or software will be retained by BHEL upon successful completion of contract period.

- 16.2 After the expiry of the contract period, if BHEL decides to move / migrate to a different service provider, the bidder shall provide all mail data, user ids, any other data related to the messaging solution in a usable / compatible format and also provide necessary support in organizing the migration to the new service provider or datacenter.
- 16.3 In case of premature termination of the contract, the bidder shall provide all mail data, user ids, any other data related to the messaging solution in a usable / compatible format and also provide necessary support in organizing the migration to the new service provider or datacentre.
- 16.4 In case of premature termination, during the termination notice period of 30 days the bidder shall make the DR site as primary (with necessary changes in DNS, backup procedures etc.) and also give a declaration to BHEL that whatever data / configuration / software which are the intellectual property of BHEL does not reside in the DC of the bidder. The bidder shall ensure that the DR site is fully functional with all the features and full performance.
- 16.5 In case the bidder refuses or fails to provide the necessary support at the end / expiry of the contract, BHEL will reserve the right to encash SD(s). The SD(s) will be released only after this obligation is met.

17 Project Completion

The Project will be deemed to have been completed at the end of Five years period from the commissioning date and when all the Deliverables have been met, verified, certified and accepted by the Owner.

18 Modification

Any modifications in terms & conditions of this contract, including any modification in scope of the services or of the contract price may only be made by written agreement between the Owner and the Bidder. However, rates agreed under this contract will remain firm for the entire contract period.

19 Termination of the Contract

BHEL reserves the right to terminate the contract in the following situations:

- 19.1 **Default by Bidder** : In the event of the failure, refusal or inability of the Bidder to perform any part of the Work in accordance with the Contract, or the failure of the bidder to maintain the performance of the solution as per SLA parameters for 3 consecutive months, the Owner may give notice of default to the Bidder stating the details of such failure. If the Bidder within thirty (30) 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.
- 19.2 **Bidder's bankruptcy**: In the event of the Bidder being adjudged bankrupt, applying for a legal moratorium of payments or any similar form of legal action and in the event of any other factual or legal measures to the effect that the Bidder should lose at any time the facility of freely controlling, or of freely disposing of any substantial part of its assets or other facilities, or if, in the opinion of the Owner, the Bidder is likely to be subject to such type of action then the Owner may terminate the Contract, without prejudice to any rights or remedies which the Owner may have under the Contract.
- 19.3 **Improper business conduct**: The Owner shall be entitled to terminate the Contract and to recover from the Bidder the amount of any loss or damage resulting from such a termination if the Bidder, Bidder Personnel or representative of the Bidder, with the intention of obtaining an improper business advantage, either, enters into any business arrangements, or, pays any commissions or fees, or grants any rebates to, or gives any gifts or entertainment to, any officers, employees or agents of the Owner, NDA violation, or, commits any other act with such an intention.

20 Effect of Termination Notice

In the event of a notice of termination being given by the Owner, the Bidder shall immediately, or upon such other date as is specified in such notice, terminate its performance of the Work and shall assign to the Owner, or its nominee, all rights and titles relating to the Work which the Bidder may directly or indirectly have acquired vis-à-vis third parties. In addition the Bidder shall take all such further steps as are necessary to enable the Owner, or its nominee, to take over the Bidder's position in the performance of the Work with the least possible disruption, all in accordance with the Owner's instructions.

21 Amounts payable on Termination

If contract is terminated due to any of the reasons given in **clause 19.1, 19.2 & 19.3 above**, then, charges payable upto the termination date will be paid. Further, in such an event if BHEL:

- 21.1 retains the ownership of the hardware and software installed at DR (functioning properly with full performance), BHEL will pay to the bidder an amount equal to net depreciated book value of the hardware and software installed at DR centre.

21.2 retains the mail messaging software licenses, an amount proportionate to the balance license charges will be paid (in case of perpetual licenses) to the vendor.

22 Survival of terms and conditions

Termination of the Contract shall not relieve the parties of any continuing rights, obligations and liabilities under the Contract, including but not limited to “Right to audit”, “Liabilities and indemnification”, “Ownership patents and other proprietary rights and “Confidentiality.”

23 Integrity Pact

The Owner has signed a Memorandum of Understanding (MoU) with ‘Transparency India International’ on Adoption of Integrity Pact by the Owner for all major tenders/contracts. Independent external monitor is appointed by the Owner and Integrity Pact and conformance to Integrity Pact will be submitted by the bidder. The Integrity Pact, as mentioned in **Annexure-L Integrity Pact**, will form part of this contract.

24 Merger & Acquisition

In case of mergers and acquisitions of the bidder company or the OEM, all the contractual conditions and obligations shall automatically get transferred to acquiring company / entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

25 Insurance

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.

26 Indemnification

The bidder shall fully indemnify and keep indemnified BHEL against all claims which may be made in respect of the use of Systems / Software / Item(s) / services supplied / rendered by the bidder, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software or NDA liability. All such claims in this regard will be settled as per Indian Laws. In the event of any such claims being made against BHEL, BHEL will inform in writing to the bidder who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

27 Reverse Auction

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Terms, conditions and business rules for Reverse Auction are given in **Annexure-H**.

28 Delivery Period

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**.

29 Payment Terms

29.1 Submission of invoice:

- 29.1.1 All invoices along with Owner's authorised signatory work done certificate, and other applications for payment shall be submitted in accordance with the requirements of Procedures detailed in this Contract.
- 29.1.2 If the Owner disputes any item on any invoice in whole or in part (within 15 days of receipt of invoice) and or charges claimed for uncertified works or if the invoice is prepared or submitted incorrectly in any respect, the Owner shall pay only the undisputed portion of a disputed invoice.
- 29.1.3 Neither the presentation nor payment of an individual invoice shall be irrevocable or constitute a settlement of a dispute, or otherwise waive or affect the rights of the parties hereunder.
- 29.1.4 Along with the invoice for payment, all the necessary documents with proper certifications by the designated officer assigned by the Owner should be submitted by the Bidder.

29.2 Form of Payment:

- 29.2.1 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.
- 29.2.2 All payments made by the Owner to the Bidder shall be made by bank transfer to the latter's nominated bank account. The nominated account shall be in the name of and solely owned by the Bidder.

30 Final Completion

The issue of a Final Completion certificate shall not absolve the Bidder from the obligation to remedy, or indemnify the Owner for the cost of remedying, latent defects which transpire within the migration period after the expiry of the contract.

31 Limitation of Liability

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.

The cumulative liability of the Bidder for all damages or other amounts arising in connection with this Contract shall be limited to Contract Price.

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.

Annexure A

Template for Pre-bid Queries

Company Name							
Date							
Query Details:							
S. 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
1							
2							
3							
4							
5							

Annexure C

Bid Cover Sheet

Date:

To:

Mr. <Contact Person Name>

<Complete Address>

Dear Sir,

Ref.: Your Tender no. _____

The undersigned Bidder (“the Bidder”) hereby acknowledges receipt of the Request for Proposal in respect of the above tender.

We agree to abide by this bid, which consists of this letter and Attachments hereto, for a period of 180 (One hundred & eighty) days from the date fixed for opening of bids as stipulated in the bidding documents.

The Bidder hereby proposes to supply the Services as described in the Bid Documents for the prices stated in such Bid Documents upon the terms and conditions contained in the Request for Proposal.

The address of the Bidder to which any notices / references that may be issued in accordance with the Request for Proposal may be sent is:

[Please complete all details in the space provided]

Company Name:	
Contact Name:	
Position:	
Address:	
Mobile:	
Telephone:	
Fax Number:	

Email Address:

Name and Designation of Signatory:

Name of Company:

Address:

Note: *This form has to be signed by authorized signatory.*

Annexure-D

Pre-Qualification Criteria

Mail Messaging Solution OEM

Each of the Qualifying condition mentioned below is MANDATORY. In case any of the conditions listed below is not met, the bidder will be disqualified.

S. No.	Criterion	Minimum Qualifying Requirement	Evidence Required
1.	Independent Analyst Report	The proposed Mail Messaging Product should be listed in the latest Gartner – Market Scope for Email Systems with either “Strong Positive”, “Positive” or “Promising” rating.	Latest Gartner MarketScope Report
2.	Presence In India	The Mail Messaging Product Vendor should have a registered office and support center in India.	Copy of Registration Certificate. Support center details from Authorized signatory or verifiable through public domain
3.	Road Map	The proposed Mail Messaging Product must have a published declared Road Map upto at least 31 st March 2019.	Certificate by OEM as verifiable through public domain.

S. No.	Criterion	Minimum Qualifying Requirement	Evidence Required
4.	Implementation Partners	The proposed Mail Messaging Product should have at least 3 certified / authorized implementation partners in India.	Information from public domain / Undertaking from OEM

Note: All self-certificates must be signed by the Authorized signatory, unless specified otherwise.

Bidder / System Integrator / Implementation Partner

Each of the Qualifying condition mentioned below is MANDATORY. In case any of the conditions listed below is not met, the bidder will be disqualified.

** The proposed Mail Messaging solution means the Mail Messaging product which the Bidder is proposing to implement for BHEL against this tender requirement.

Sl. No.	Parameter	Mandatory Qualification Description	Evidence to be submitted
1	Legal Entity	The bidder should be a registered company in India under Indian Companies Act 1956 / 2013	Copy of registration certificate.
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.	Audited Balance Sheet and Profit & Loss Statements.
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.	Successful Implementation certificate from the Customer for each complete implementation OR

Sl. No.	Parameter	Mandatory Qualification Description	Evidence to be submitted
		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.	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 non-responsive or give inadequate response, as decided by BHEL, such claims of Bidder shall be liable to be rejected.
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.	<p>Completion 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 the BHEL. In case such timely access is not available & or customers are either non-responsive or give inadequate response, as decided by the Owner, such claims of Bidder shall be liable to be rejected.</p>
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.	<p>Address of data centers with certificate by an independent certifying / accrediting agency. The certificate should be valid as on date of submission of the bids.</p> <p>Agreement signed by authorized signatories of bidder and its data center partner.</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence to be submitted
6	Data Centre Facility Compliance	The datacenter of the bidder or its partner should meet the criteria as given in Annexure-K.	Filled up format (Annexure-K) signed by an authorized signatory of the bidder.
7	Certifications	The following valid certificates must be submitted: ISO 9001:2008 or TL 9000 Certification (for the bidder) ISO 27001 (for data center & support centre) ISO 20000 (for data center & support centre)	Copy of certificates. (Successful bidder has to submit these valid certificates every year).
8	Trained Manpower	The bidder must have at least following resources on its current pay-roll in India: Two (2) solution experts of the proposed Mail Messaging product. One (1) trained consultant in business continuity and disaster recovery solution design. Two (2) CISSP/CISM certified professionals. Two (2) PMP certified professionals. Two (2) ITIL V3 certified professionals.	Names, CVs and copy of latest salary slips (or letter from HR) / PF remittance of experts with a copy of valid certificates.
9	Partnership with OEM	The bidder must be an authorized / certified partner of the proposed Mail Messaging Product OEM.	Valid certificate from Mail Messaging Product OEM.

Sl. No.	Parameter	Mandatory Qualification Description	Evidence to be submitted
10	Black Listing	The bidder should not have been currently black listed / banned for business dealings by any Govt. authority / department / agency or by any BHEL Unit / Region / Division / Office.	Provide self-certificate from company's authorized signatory to this effect.

Note:

1. *All self-certificates must be signed by the Authorized signatory, unless specified otherwise.*
2. *Reference date for pre-qualification criteria is date of submission of bids.*

Annexure E

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no....., **dated** This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

In case of any contradiction of our offer against the tender terms & conditions, we understand that the same as per the tender terms & conditions will be unconditionally honoured by us.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Annexure F

Techno-commercial Bid Covering Letter

Date:

To:

Mr. <Contact Person Name>

<Complete Address>

Dear Sir,

Ref.: Your Tender no. _____

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the 'ONE BHEL' project of the Bharat Heavy Electricals Limited. To meet such requirements and provide such services as required are set out in the RFP:

We attach hereto the technical response as required by the RFP, which constitutes our proposal.

We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our Bid and duly noting all amendments and additions thereto, and noting omissions there from that you may require.

We undertake that, if our proposal is accepted, to adhere to the implementation plan or such adjusted plan as may subsequently be approved by you.

If our bid is accepted, we undertake to provide a Performance Bank Guarantee in the form, in the amount, and within the time specified in the bidding documents.

Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the BHEL is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the BHEL as to any material fact.

We understand that you are not bound to accept the lowest or any bid you may receive and in-turn we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of rejection of our bids.

Date:

Name and Designation of Signatory:

Name of Company:

Address:

Note: This form has to be signed by authorized signatory.

Annexure K

Datacentre Checklist

S. No.	Criteria	Importance	Vendor Compliance (Y/N)	Remarks
1	Data Centres should be ISO 9001 : 2008, ISO 20000-1 , ISO 27001 and TIA 942 certified	Essential		
2	Data Centre should be certified /Compliant Tier-3.	Essential		
3	Data Centre facility uptime (power, cooling, physical security) should be 99.982 %	Essential		
4	Data Centre facility should be carrier-neutral. Should have connectivity from BSNL, Reliance, Airtel & Tata Communications Ltd	Essential		
5	Data centre should have multiple Internet service provider in order to maintain uptime even when one of the link fails.	Essential		
6	Data Centre facilities should have minimum N+1 redundancy across feeders, Transformers, HT & LT Panels, UPS, DG Sets, HVAC	Essential		

7	Data Centre facilities should have proper Fire Suppression systems installed with N+1 redundancy.	Essential		
8	Data Centre should have a NOC for monitoring of the servers, networks, storage, systems, etc.	Essential		
9	A building monitoring system should be in place for online monitoring of equipments and parameters such as ACs, Temperature, humidity, etc.	Essential		
10	Data Center structure should have been built as per the seismic zone requirements.	Essential		

Annexure A

Template for Pre-bid Queries

Company Name							
Date							
Query Details:							
S. No.	Volume No. (I/ II/ III / IV/ V)	Section No.	Section Name	Sub Section (Name & No.)	Statement as per tender document	Query by bidder	Reason for Query
1							
2							
3							
4							
5							

Annexure B Concurrency

S.No	Unit / Region Name	Number of Mail Users	Domain Name	Mailing Solution	Applications Using Messaging	Concurrency in percent	Mails sent in a day	Mails received in a day	User Data Volume in MB
1	Corporate, New Delhi	1400	bhel.in, bhel.co.in	Zimbra collaboration suite - Open source	TAMS, Leave accounting (ESS), DB apps	40	5000	20000	1000000
2	Industry Sector, New Delhi	850	bhelindustry.com	VPOP3 - 2.3.0	Tendering System, Customer Complaints Management System, Birthday mails	40	7000	15500	175000
3	PEM, Noida	907	bhelpem.co.in	MS Exchange 2010	Backup Server, PULSE Application, Wrench Application, SCOM	100	1000	5500	300000
4	Haridwar	2000	bhelhwr.co.in	MS Exchange 2013	In-house applications	10	2800	20000	3360000
5	Bhopal	3200	bhelbpl.co.in	Linux postfix-2.6.6	Commercial, Despatch, Sales, Purchase, Payroll, Visitor Phot Pass, ESS(50 systems)	25	9000	38000	1195000
6	RC Puram, Hyderabad	3700	bhelhyd.co.in	ZIMBRA 7.1	SAP, WEB Applications.(15)	30	4000	19000	5000000
7	EDN Bangalore	1800	bheledn.co.in	Open source mail solution Postfix 2.3.3	Payroll and SAP	63	40000	30000	400000
8	Trichy	4200	bheltry.co.in(2700); local.bheltry.co.in (1500)	Postfix 2.8.9	Web applications, SAP, Oracle	10	100000	60000	4194304
9	Jhansi	675	bheljhs.co.in	Postfix 2.8.7	EFT and supplier information system	25	15000	6500	153600
10	Ranipet	1120	bhelrpt.co.in	Qmail 1.03	Oracle , SharePoint	50	5000	24000	3145728
11	PSNR Noida	850	bhelpsnr.co.in	Qmail 1.03	None	30	2000	3500	350000

12	PSER Kolkata	1202	bhelpser.co.in	Linux Squirrel mail	- IT HELPDESK (Sharepoint Application), - IT ASSET MANAGEMENT (JAVA), - ONLINE BANK GURANTEE MONITORING SYSTEM(JAVA),	30	5500	8000	1054980
13	PSWR Nagpur	862	bhelpswr.co.in	Postfix 2.3.3	Servers use messaging system to send their LOGWATCH emails to System Administrators	60	1000	4200	260000
14	PSSR Chennai	1050	bhelpssr.co.in	Zimbra Release 7.2.0	Contractor Billing, Customer Billing, BOP Management system, Attendance Marking, IT Asset Management System, etc., (10 Systems)	10	1000	4000	700000
15	EPD Bangalore	400	bhelepd.com	Postfix-2.3.3	Sending payment details to employees and Vendors	40	2000	8000	363520
16	IVP Goindwal	90	bhelivp.in	Linux Sendmail 8.10.1	MS Outlook 2010	70	500	300	200000
17	ISG,Banglore	500	mail.bhelisg.com	postfix-2.3.3	Complaint Registration System	60	15000	30000	297984
18	Piping Centre,Chennai	280	mail.bhelmpc.co.in	LINUX POSTFIX 2.2.5	SAP, Symantec Server, ADS server, In house developed applications	70	1500	7000	263000
19	Corporate R&D,Hyderabad	500	bhelrnd.co.in	Zimbra collaboration suite - Open source(ver 6.0.9_GA_2686)	Integrated management system(PMS,MM & Finance),Finance management system	40	2000	3000	750000
20	ROD Chennai	83	rodchn.bhel.co.in	Qmail toaster (squirrel mail)	Hotel Booking Module	70	2500	2500	15000
21	PSTS Noida	100	psts.bhel.co.in , powsec.bhel.co.in	POSTFIX-2.4.5-3	None	50	3000	2000	60000
22	ROD Mumbai	80	bhelrmb.co.in	Webmin 1.58	1. Hotel booking (Application is ready but not deployed currently) 2. ROD Mumbai website for sending automated mails on birthdays	70	2000	2500	15000
23	IP Jagdishpur	225	bhelip.in	Postfix 2.7.7	None	23	500	1000	73566.5
24	CSU&FP Jagdishpur	100	bhelcsufp.in	POSTFIX 2.9.6	None	60	400	800	50000

25	EMRP Mumbai	100	bhel-emrp.com	NA	None	30	200	400	50000
26	PPPU, Thirumayam	100	bhelmmm.co.in	Till now using trichy Domain	None	30	200	400	50000
27	Rudrapur	90	mail.bhpvl.com	NA	None	30	200	400	50000
28	HERP Varanasi	129	bhel.in	Zimbra collaboration suite - Open source	None	30	200	400	50000
29	HPVP Vizag	400		NA	None	30	200	400	50000
Total		26993							

Note: Expected approximate growth per year:

% growth in daily
(Incoming+Outgoing) mails
1 per year 10% to 15%

% growth in daily total size of
2 mails 10% -15%

Annexure C

Bid Cover Sheet

Date:

To:

Mr. <Contact Person Name>
<Complete Address>

Dear Sir,

Ref.: Your Tender no. _____

The undersigned Bidder ("the Bidder") hereby acknowledges receipt of the Request for Proposal in respect of the above tender.

We agree to abide by this bid, which consists of this letter and Attachments hereto, for a period of 180 (One hundred & eighty) days from the date fixed for opening of bids as stipulated in the bidding documents.

The Bidder hereby proposes to supply the Services as described in the Bid Documents for the prices stated in such Bid Documents upon the terms and conditions contained in the Request for Proposal.

The address of the Bidder to which any notices / references that may be issued in accordance with the Request for Proposal may be sent is:

[Please complete all details in the space provided]

Company Name:	
Contact Name:	
Position:	
Address:	
Mobile:	

Telephone:	
Fax Number:	
Email Address:	

Name and Designation of Signatory:

Name of Company:

Address:

Note: *This form has to be signed by authorized signatory.*

Annexure-D

1.1 Pre-Qualification Criteria

1.2 Mail Messaging Solution OEM

Each of the Qualifying condition mentioned below is MANDATORY. In case any of the conditions listed below is not met, the bidder will be disqualified.

S. No.	Criterion	Minimum Qualifying Requirement	Evidence Required
1.	Independent Analyst Report	The proposed Mail Messaging Product should be listed in the latest Gartner – Market Scope for Email Systems with either “Strong Positive”, “Positive” or “Promising” rating.	Latest Gartner MarketScope Report
2.	Presence In India	The Mail Messaging Product Vendor should have a registered office and support center in India.	<ol style="list-style-type: none">1. Copy of Registration Certificate.2. Support center details from Authorized signatory or verifiable through public domain
3.	Road Map	The proposed Mail Messaging Product must have a published declared Road Map upto at least 31 st March 2017.	Certificate by OEM as verifiable through public domain.

S. No.	Criterion	Minimum Qualifying Requirement	Evidence Required
4.	Implementation Partners	The proposed Mail Messaging Product should have at least 3 certified / authorized implementation partners in India.	Information from public domain / Undertaking from OEM

Note: All self-certificates must be signed by the Authorized signatory, unless specified otherwise.

1.3 Bidder / System Integrator / Implementation Partner

Each of the Qualifying condition mentioned below is MANDATORY. In case any of the conditions listed below is not met, the bidder will be disqualified.

** The proposed Mail Messaging solution means the Mail Messaging product which the Bidder is proposing to implement for BHEL against this tender requirement.

Sl. No.	Parameter	Mandatory Qualification Description	Evidence to be submitted
1	Legal Entity	The bidder should be a registered company in India under Indian Companies Act 1956 / 2013	Copy of registration certificate.
2	Financial Parameters	<p>a) The bidder should have average annual turnover of more than INR 100 Crores from IT Products & Services for the last 3 years.</p> <p>b) The bidder should have positive net worth for the last 3 financial years.</p>	Audited Balance Sheet and Profit & Loss Statements.

SI. No.	Parameter	Mandatory Qualification Description	Evidence to be submitted
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 15000 mail users.</p> <p>In case of global experience of 15000 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 10000 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 non-responsive or give inadequate response, as decided by BHEL, such claims of Bidder shall be liable to be rejected.</p>
4	Experience in providing hosted messaging solution in India	<p>The bidder must have executed at least one successful hosted Mail Messaging solution in the last 7 years for a customer with at least 5000 mail users in a single order.</p>	<p>Completion 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 the BHEL. In case such timely access is not available & or customers are either non-responsive or give inadequate response, as decided by the Owner, such claims of Bidder shall be liable to be rejected.</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence to be submitted
5	Data Centre Facility	<p>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.</p> <p>The bidder's datacenter should meet the criteria as given in Annexure-K.</p>	<p>a) Address of data centers with certificate by a independent certifying / accrediting agency and filled Annexure-K. The certificate should be valid as on date of submission of the bids. .</p> <p>b) Agreement signed by authorized signatories of bidder and its data center partner.</p>
6	Certifications	<p>The following valid certificates must be submitted:</p> <ul style="list-style-type: none"> • ISO 9001:2008 or TL 9000 Certification (for the bidder) • ISO 27001 (for data center & support centre) • ISO 20000 (for data center & support centre) 	<p>Copy of certificates.</p> <p>(Successful bidder has to submit these valid certificates every year).</p>
7	Trained Manpower	<p>The bidder must have at least following resources on its current pay-roll in India:</p> <ul style="list-style-type: none"> 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. 	<p>Names, CVs and copy of latest salary slips / PF remittance of experts with a copy of valid certificates.</p>

SI. No.	Parameter	Mandatory Qualification Description	Evidence to be submitted
8	Partnership with OEM	The bidder must be an authorized / certified partner of the proposed Mail Messaging Product OEM.	Valid certificate from Mail Messaging Product OEM.
9	Black Listing	The bidder should not have been currently black listed / banned for business dealings by any Govt. authority / department / agency or by any BHEL Unit / Region / Division / Office.	Provide self-certificate from company's authorized signatory to this effect.

Note:

1. *All self-certificates must be signed by the Authorized signatory, unless specified otherwise.*
2. *Reference date for pre-qualification criteria is date of submission of bids.*

Annexure E

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no....., **dated** This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

In case of any contradiction of our offer against the tender terms & conditions, we understand that the same as per the tender terms & conditions will be unconditionally honoured by us.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Annexure F

Techno-commercial Bid Covering Letter

Date:

To:

Mr. <Contact Person Name>

<Complete Address>

Dear Sir,

Ref.: Your Tender no. _____

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the 'ONE BHEL' project of the Bharat Heavy Electricals Limited. To meet such requirements and provide such services as required are set out in the RFP:

We attach hereto the technical response as required by the RFP, which constitutes our proposal.

We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our Bid and duly noting all amendments and additions thereto, and noting omissions there from that you may require.

We undertake that, if our proposal is accepted, to adhere to the implementation plan or such adjusted plan as may subsequently be approved by you.

If our bid is accepted, we undertake to provide a Performance Bank Guarantee in the form, in the amount, and within the time specified in the bidding documents.

Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the BHEL is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the BHEL as to any material fact.

We understand that you are not bound to accept the lowest or any bid you may receive and in-turn we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of rejection of our bids.

Date:

Name and Designation of Signatory:

Name of Company:

Address:

Note: This form has to be signed by authorized signatory.

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Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

Annexure-H

Annexure - I

Page 2 of 2

Amdt:01dt:22.11.2013

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Business Rules for Reverse Auction

This has reference to tender no *{tender number....date...}*. BHEL shall finalise the Rates for the supply of *{item name}* through Reverse Auction mode. BHEL has made arrangement with M/s. *{Service provider}*, who shall be BHEL's authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. *{...}* dated *{...}*, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on *{date}*:

- **Online Sealed Bid:-**

- *{Start Time:*
- *Close Time: }*

- **Online Reverse Auction:-**

- *{Start Time:*
- *Close Time:}*

2. Auction extension time: If a bidder places a bid in the last *{...}* minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another *{...}* minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last *{...}* minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last *{...}* minutes. In case, there is no bid in the last *{...}* minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. *{Service provider}* with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

3. Bid price: The Bidder has to quote the F.O.R. destination Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of Landed cost.

Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

- 4. Bidding currency and unit of measurement:** Bidding will be conducted in {*Indian Rupees per Unit*} of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees.

- 5. Validity of bids:** Price shall be valid for {... *days*} from the date of reverse auction. These shall not be subjected to any change whatsoever.
- 6. Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
- 7. Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

8. Procedure of Reverse Auctioning

- i. **Online Sealed Bid:** This duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.
 - ii. **Online Reverse Auction:** The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
 - iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
 - iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
 - v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.
- 9.** If no bid is received in the auction system/ website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).

In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.

Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.

10. Only those bidders who have submitted the 'online sealed bid' within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
11. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders.
12. Computerized reverse auction shall be conducted by BHEL (through M/s {*Service Provider*}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. {*Service provider*}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be

clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. { Service provider} is responsible for such eventualities.

13. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.
15. M/s. {*Service provider*}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {*Service provider*}, shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.
16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in Annexure - VII after the completion of auction to M/s. *Service provider* besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.
18. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.
19. Bidders shall be assigned a **Unique User Name & Password** by BHEL or M/s. {*Service provider*}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ M/s. {*Service provider*} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
20. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

- a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
- 21.** After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of contract shall be final and binding on all the Bidders.
- 22.** BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.
- 23.** BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
- 24.** Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
- 25.** Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per Annexure-IV.
- 26.** BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.
- 27.** If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. {*Service provider*} the terms & conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)

To

- M/s. {Service provider
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price (including that of line items) as per Annexure - VII within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and Fax it to M/s {Service provider} at {.....} prior to start of the Event.
- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and send to M/s. {Service provider}

RA price confirmation and breakup

To

- **M/s.** *Service provider*
- *Postal address*

CC: M/s BHEL

*{Unit-
Address-}*

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

Rs.{_____} for item covered under tender enquiry No. {...} dt.{...}

Total price of the items covered under above cited enquiries is inclusive of *{Packing & forwarding, E.D., C.S.T., freight and insurance charges upto {.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}*

as our final landed prices as quoted during the Reverse Auction conducted today *{date}* which will be valid for a period of {_____} days.

The price break-up including that of line items is as given below.

Total	-	===== Rs. =====
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Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:
Company:
Date:
Seal:

Annexure I
Price Bid Format

Section - A					
S. No.	Item Description	Quarterly Outright Purchase Charges including OEM Maintenance/ Support (INR)	Quarterly Interest/ Rental/ Lease Charges (INR)	Total Quarterly Charges (INR)	Total Charges for 5 Years (INR)
		A	B	C=A+B	D=5x4xC
1	Total Hardware charges (Details in Section -I of Annexure- I (B))				
2	Total Software/License charges - Server Side (Details in Section -II of Annexure- I (B))				
3	Total Software/License charges - Client Side for 30000 users (Details in Section -III of Annexure- I (B))				
Total Charges in 5 years for Section I+II+III+IV in INR (E)					
4	Total Mailbox Hosting Charges for 5 years for 30000 users profiles - Standard, Power, Premium, Super Premium (Details in Section -IV of Annexure- I(B) in (INR) (F)				
5	Discount for existing 3000 Microsoft exchange CALs in INR (G)				
Total Charges in 5 years for Section -A in INR Z1 = (E+F-G) (excluding service tax)					
Section - B (Additional Storage Charges)					
S. No.	Item Description	Rate in INR	Qty (in TB)	Total (INR)	
		R	Q	S=RxQ	
1	Per Quarter Charges Per TB of Additional SAN Storage				
Total Charges for Additiona Storage in 5 years INR Z2 = (Sx20)					
Section - C (Optional: Buy-back charges of DR Hardware incase BHEL acquire DR hardware after expiry of 5 years contract period)					
SI	Item Description				Total (Z3) INR
1	Buy-back Charges for DR Harwdare				
Total Price for Evaluation of the Solution (Z = Z1 + Z2 + Z3) in INR (excl. Service Tax)					

Note:	<ol style="list-style-type: none">1) The prices quoted should be inclusive of all taxes, duties, Octroi, Sales Tax / VAT except Service Tax. Service Tax as applicable will be paid as extra.2) Details of items 1 to 4 in Section -A, should be arrived from Annexure I(B) and price breakup should be mentioned in Annexure I(B). In case of any discrepancy in total price mentioned in the Price Bid and Annexure I(B), price mentioned in the Price Bid shall be treated as final. □3) L1 will be identified on the basis of lowest Z price. Evaluation shall be done in totality of all items, there will be no item wise splitting of the order.4) Evaluation shall be based on 30000 users. □5) After the first order, the order for rest of the users will be placed in a staggered manner during the 5 year contract period.6) Order for Additional Storage (Z2) will be placed only on actual requirement basis.7) The buy-back price (Z3) for DR hardware quoted in Section -C is optional, but it will be considered for evaluation.8) For payment, count of mailboxes on the last day of the quarter will be taken and payment will be made on the basis of actual number of mailboxes and days of consumption on pro-rata basis after deduction of applicable penalties. □9) On any deployment/roll-out, all licenses for email users shall be owned by & in name of BHEL.10) All Software & Hardware Components constituting the solution should be mentioned by the Bidder in the BoM Sheet (Annexure I(A)).11) On completion/termination of the contract, the service provider would hand over all the license/copyright to BHEL without any additional financial implication to BHEL.12) Additional email account charges will be calculated on the basis of per Unit charge Section -A item no. 3 & 4.
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Annexure-I(A) Bill of Material

Sl. No.	Item Name	Description	Quantity
Section -I Hardware			
1
2
3
..
..
..
..
..
..
Section -II & III Software			
1
2
3
..
..
..
..
Section -IV Other/Miscellaneous			
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The Bill of Material (BoM) should contain all items that form the part of the solution, like software licenses, servers, storage etc.

Annexure I(B)

Price Details of items in Price Bid Annexure -I

Section - I (Hardware Charges)

S. No.	Item Description	Quarterly Charges towards Equipment Cost including OEM Maintenance (INR)	Quarterly Hardware Interest/Rental/ Lease Charges (INR)	Total Quarterly Charges (INR)	Total Charges for 5 Years (INR)
		A1	A2	A3=A1+A2	A4=5x4x(A3)
1	Data Centre Hardware (Server, Storage, Backup, Network Equipment, Appliances etc.)				
2	DR Hardware (Server, Storage, Backup, Network Equipment, Appliances etc.)				
3	Any Other Hardware/Appliance Specify details like Name, Make/Model, Capacity etc.: 1. 2.				
Total (INR)					

Section - II (Software Charges (Server Side only excluding Client Side Software/Licenses))

S. No.	Item Description	Quarterly Charges of software (INR)	Quarterly software Interest/Rental/ Lease charges (INR)	Total Quarterly Charges (INR)	Total Charges for 5 Years (INR)
		B1	B2	B3=B1+B2	B4=5x4x(B3)
1	Server Side Software - Operating System, Messaging Software (including licenses and support)				
2	AntiVirus/AntiSPAM/Content Filtering Software including license and support				
3	Backup Software License				

4	Any other Software including licenses (like Storage Replication etc.) Pl. specify details: 1. 2.				
Total (INR)					
Section - III (Client Side Software/License Charges)					
S. No.	Item Description	Quarterly Charges of software (INR)	Quarterly software Interest/ Rental/ Lease charges	Total Quarterly Charges (INR)	Total Charges for 5 Years for 30000 users (INR)
		C1	C2	C3=C1+C2	C4=5x4x(C3)x30000
1	Client Side License/Software for Client Side Messaging Software (including licenses and Support)				
Total (INR)					
Section - IV (Mailbox Hosting Charges- Profile wise including charges for Data Centre hosting, Helpdesk, Support, Implementation etc.)					
S. No.	Item Description	Quantity in Nos.	Quarterly Mailbox Hosting Charges per Unit/User (INR)	Total Quarterly Mailbox Hosting Charges (INR)	Total Charges for 5 years (INR)
		E1	E2	E3=E1xE2	E4=5x4x(E3)
1	Charges Per Mailbox for Standard Users	16200			
2	Charges Per Mailbox for Power Users	11000			
3	Charges Per Mailbox for Premium Users	2500			
4	Charges Per Mailbox for Super Premium Users	300			
Total (Mailbox Hosting Charges) (INR)		30000			

Annexure J Bank Guarantee (BG) Format

(To be executed on Non-Judicial Stamp Paper of appropriate value)

..... **(Name of the Bank)**

Address

Guarantee No.

A/c Messrs **(Name of Contractor)**

Date of Expiry

Limit to liability (**currency & amount**)

Contract No.

For **(Name of Facilities)**

Subject : Performance Bank Guarantee.

Date 200..

To

.....

.....

.....

[Name and Address of Employer]

Dear Sir,

We refer to the Contract Agreement (hereinafter called the "Contract") Reference No. Dated between you and M/s. (**Name of the Contractor**) (hereinafter called the "Contractor"). Whereas the Contractor has undertaken to produce a Bank guarantee under the Contract including any amendment thereto, to secure its obligations to you for the performance of the Contract including the guarantees and warranty of the Facilities & the equipment supplied.

1. We (**Name of the Bank**) do hereby expressly irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand, without referring it to the contractor and without protest and demur an amount not exceeding (**currency and amount**). Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding

2. Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has committed a breach of any terms and conditions of the contract shall be final and binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.

3. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Contractor(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder.

4. This guarantee shall come into force from the date of issue of this guarantee and shall remain revocably valid and inforce initially upto_____ and the same shall be extended further until the expiry of the Defect Liability Period of the said Contract.

5. This guarantee shall not in any way be affected by you taking any securities from the Contractor or by the winding up, dissolution, insolvency or death as the case may be of the Contractor. We shall not be entitled to proceed against the assets of the Contractor at your site

6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor, hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

7. This guarantee is in addition to any other guarantee or guarantees given to you by us.

8. This guarantee shall not be discharged by any change in the constitution of the Contractor or us, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and effaceable by the absorbing or amalgamated company or concern.

9. Notwithstanding anything contained herein before our liability under this guarantee is restricted upto a sum (**currency and amount**) and shall expire on unless a claim or demand is made on us in writing within three months of the expiry date all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.

10. We have full power to sign this guarantee under the delegations of powers and notification made under general regulation and resolutions in this regard.

Yours faithfully

Dated day of 201_

For

(Name of the Bank)

Annexure K

Datacentre Checklist

S. No.	Criteria	Importance	Vendor Compliance (Y/N)	Remarks
1	Data Centres should be ISO 9001 : 2008, ISO 20000-1 , ISO 27001 and TIA 942 certified	Essential		
2	Data Centre should be certified /Compliant Tier-3.	Essential		
3	Data Centre facility uptime (power, cooling, physical security) should be 99.982 %	Essential		
4	Data Centre facility should be carrier-neutral. Should have connectivity from BSNL, Reliance, Airtel & Tata Communications Ltd	Essential		
5	Data centre should have multiple Internet service provider in order to maintain uptime even when one of the link fails.	Essential		
6	Data Centre facilities should have minimum N+1 redundancy across feeders, Transformers, HT & LT Panels, UPS, DG Sets, HVAC	Essential		

7	Data Centre facilities should have proper Fire Suppression systems installed with N+1 redundancy.	Essential		
8	Data Centre should have a NOC for monitoring of the servers, networks, storage, systems, etc.	Essential		
9	A building monitoring system should be in place for online monitoring of equipment and parameters such as ACs, Temperature, humidity, etc.	Essential		
10	Data Center structure should have been built as per the seismic zone requirements.	Essential		

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

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, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), 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

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 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.
 - 1.1.2 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 / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or 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, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal 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.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 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 acts in any other manner such as to put his 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 separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 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 equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 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 Bidders/ Contractors /Sub-contractors

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 Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. 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.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract 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.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, 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.
- 8.6 The Monitor will submit a written report to the CMD, BHEL 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.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 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 as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

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

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

10.4 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.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----


Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____

	THIRD PARTY NON-DISCLOSURE AGREEMENT	Doc.No. : ISMS-04-AA-013
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THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

Nte:- The above is suggestive in nature. Any other format of NDA duly approved can also be used.