

Pre-Bid Queries

Name of the Bidder:					M/s Dimension Data			
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	BHEL Comments
1	III	1	Scope of Work	1.8	The existing email domains shall run in parallel for at least 6 months after successful commissioning of complete solution. The bidder shall do all the necessary configuration required, if any, in the new solution for the parallel running of the current domains	Do the bidder need to provide the support for the existing email domains for the period of parallel running as well.	Bidder has to build the skills for the existing emails as well which will be an additional cost	Support as per RFP required.
2	III	1	Scope of Work	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.	Is the bidder expected to establish the helpdesk at bidders premises only (any remote location) or the same can be established at BHEL premises as well and using the bidders own tools?	Solutioning	Not at BHEL premises. To be provided at Bidder's premises.
3	III	3	Helpdesk & FMS	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.	What we understand is that we have to do the right sizing of the total number of resources required, basis the resource requirement per shift shared in the RFP section i.e. atleast 3 engineers should be available in a shift of 8Am to 8PM from Monday to Saturday and 2 engineers in a shift of 8Am to 8PM on Sunday. For the remaining time 2 engineers required in a shift. Please clarify in case any total / minimum/mandatory number of overall resource requirement shared as per the RFP	Solutioning & costing	Helpdesk timings and minimum resources as mentioned in RFP are mandatory.
4	III	3	Helpdesk & FMS	3.1	The successful bidder shall implement a dedicated centralized Helpdesk at its own premises for BHEL for post implementation support and service delivery.	Need to understand the requirement in detail for dedicated helpdesk. Does this mean that the resources in the helpdesk will be dedicated to BHEL for that particular shift only or BHEL wanted to have the defined set of resources working throughout for BHEL client	Solutioning	Defined set of resources are required throughout for BHEL only.

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5	III	3	Helpdesk & FMS	3.5.4	Guide users remotely on configuration of Email client on desktops / laptops & other handheld devices.	Who will be responsible for providing the deskside support, if required, in case of remote configuration issues.	Solutioning	Any support required (like opening port for remote desktop) for configuring or rectifying problem related to email at the client side will be provided by BHEL.
6	III	3	Helpdesk & FMS	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 7 days of the request.	Deploying new quality engineer within 7 days might be a challenge for everyone. Request to please provide 1 month notice for the same as it will undergo a client interview process.	Operational efficiency	No change.
7	III	3	Helpdesk & FMS	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.	Interviewing the resources will only be possible if the resources are dedicated for the BHEL client and cannot be done for a shared environment. Please confirm if the requirement will be for dedicated resources only.	Solutioning & costing	Requirement is for dedicated resources only.
8	III	6	manpower deployment during implementation phase		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:	What will be the total duration of deployment of these resources? Do the bidder have to size the durations basis the project management plan or any specific timelines given to be followed by all the bidders? Is it mandatory to provide the dedicated resources at all the locations at same point of time or the same need to be done in a phases. Or, can the bidder send the resources to the particular locations as and when required.	Solutioning & costing	Duration and the timing of requirement of trained engineers during implementation is mentioned in RFP.

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9	III	7	Service Level Agreement	SLA Parameters (3)	Resolution Time of Client side FTs (After the problem is reported to Help Desk / FMS Team of Service Provider)	How the bidder will be responsible for SLA breach, in case of any dependency on deskside support for resolving the Email client issues.	Operational efficiency	FTs to be categorized based on reasons attributable to the vendor and BHEL. Any FTs attributable to reasons on account of BHEL will not be counted in downtime.
10	III	8	Trainings	8.12.1 & 8.12.2	User Level Training: Admin Level Training:	What we understand is the training to be provided is one time training only. please clarify.	Solutioning & costing	One time at each location only.
11	V	1.19	Termination and Suspension	1.19.7 Amounts payable on Termination	If the Owner terminates the Contract then, provided the termination is not in consequence of 1.19.3, 1.19.4 & 1.19.5, or the Owner exercising a specific right to terminate the Contract, prorata compensation will be payable. Compensation will be based on	In the RFP the bidder is required to make upfront investment and the payment for the same is recovered over period of 5 years. The ownership of hardware and software is also required to be passed on to BHEL. The current clause provides for no payment in case of	The RFP currently is not providing clarity on the investment protection by the bidders.	Not acceptable
12	V	1.12	Arbitration and Jurisdiction	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 by a sole arbitrator appointed by the administrative head of HEEP, BHEL, Haridwar. At present the designation of the administrative head of BHEL, Haridwar is Executive Director. The seat/place of arbitration shall be New Delhi. The language of arbitration shall be English.	We request that either the Sole Arbitrator shall be appointed by mutual consent or each party shall appoint one Arbitrator each and the Arbitrators so appointed shall appoint the third Arbitrator.	We are requesting this change to ensure that arbitration is done through neutral Arbitrator.	Any arbitration shall be under the 'Arbitration and Conciliation Act , 1996' and the rules thereunder as amended from time to time. Centre of arbitration shall be in New Delhi. The contract shall be governed by the Indian law. The suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi

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13	V	1.13	Sub-Contracting		The Bidder shall not assign this Contract or sub-contract any portion or portions of the Contract.	We request that BHEL allows subcontracting subject to bidder informing BHEL in advance of requirement of any subcontracting. The Bidder shall remain responsible for overall project in spite of the subcontracting part of the contract to subcontractor.	We are requesting clarity as some of the work may need to be subcontracted. Though the bidder will take end to end responsibility including for the services performed by subcontractor.	As per RFP only.
14	NA	NA	NA	NA	At some places the RFP provides for "In the opinion of Owner" or "satisfaction of Owner"	We request to clarify whether the "opinion of owner" and "satisfaction of owner" shall be construed as reasonable as any reasonable person would do and not subjective satisfaction or opinion.	We are requesting that "either the RFP provides for the objective reason or the provides clarity on applicability of reasonableness on its"	"Opinion of the owner" shall be construed as reasonable as any reasonable person would do.
15		1.3.1 (b)		Pg 13/16	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.	As the users currently have a different email address, example <user@bhelhwr.co.in>, does it mean that the users will have their original email address and the new email address for a period of time (6-8 months). So that both new and old SMTP addresses receive the email?		Yes

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16		1.3.1 (n)		Pg 13/16	The implementation should be completed in 180 days from the date of award	Can we extend the days to migrate all mailboxes to the proposed solution? This is to ensure smooth and phased migration without any data loss.The migration of all mailboxes to a single setup will be complex as the source is running multiple Mail Messaging solutions.		No change.
17		1.3		Pg 2/54	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.	Could you please specify the DNS servers being used? Are these open source DNS servers or Microsoft DNS Servers running on Windows Server series?		Both opensource (Redhat Linux & MS Windows)
18		1.5		Pg 2/54	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	Is the AntiSpam required only for Incoming Mail or Outgoing Mail as well?		Both incoming / outgoing
19		1.6		Pg 2/54	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	Our proposed solution does work on the following web clients:- 1. Microsoft Internet Explorer 7 or higher 2. Firefox 17 or Later 3. Safari 5 or Later		Apart from rich clients, web clients are also used. Web browsers also include Netscape Communicator in addition to the other specified also

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20		1.7		Pg2/54	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 will be 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.	Migration of folders and address book - Does this include any PST, NSF or any local (machine level) address book or contact list migration? Is there a end-user backup solution in place currently.		Only server side data to be migrated. No PC level data to be migrated.
21		1.14		Pg 3/54	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.	What is the existing tool in use for call logging and monitoring?		Multiple tools being used. However, bidder to deploy its own tool.
22		1.9		Pg 3/54	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.	What is the sizing calculation for arriving at the figure of 48Mbps ?	Application Performance	Based on market research assuming 8kbps per user and 20% concurrency.
23		2		Pg 5/54	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.	What is period for which BHEL will monitor the performance before signing off the acceptance of milestones ?		as per Roll-out plan in RFP.

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29		7		Pg 12/54	Maximum delivery time of emails within BHEL's mail domain Maximum Application Response time from Haridwar, Bhopal, EDN Bangalore, RC Puram Hyderabad & Trichy	What is the response time SLA being provided the inter-sites connectivity provider?		Less than 80ms
30		8.1.6		Pg 18/54	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.	What is the performance parameter based on which this observation would be made ?		Performance will be measured as per SLA parameters mentioned in the RFP.
31		8.3		Pg 18/54	Feature List Matrix for proposed User Category	What is the count of users falling in each tier?	Required for carrying out solution sizing	The breakup and count of users is given in Price Bid Format in the RFP.
32		8.4.3		Pg 20/54	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.	Is journaling should be enabled for all users and for how many years?		Journaling to be enabled for all users for full period of the contract.
33		8.4.3		Pg 22/54	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.			
34		8.8		Pg 22/54	The successful bidder shall implement directory services and infrastructure for user authentication.	What is the existing directory services is in use?		Multiple directory services being used at present. However, bidder to deploy its own directory services.

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34		8.8		Pg 23/54				
35		8.8		Pg 23/54	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.	What is the scope of integration with SAP HR ?		SAP HR is now hosted at Hyderabad. Any change in Employee information relevant to Mail system to be synchronized with user directory in Mail system. Attributes to be finalized with successful bidder during planning phase.
36		8.13.8		Pg 26/54	Archiving & backup solution are required only for super-premium and premium users when the solution is operating from DR site.	What is the count of these users ?		Number of premium and super premium users is given in the Price bid format.
37		8.13.13		Pg 26/54	One full Business Continuity Plan drill is to be performed prior to commissioning of complete solution (Refer VOL-IV).	What is the scope of BCP Drill ?		Entire mailing solution should be operational from DR site as per BCP requirements given in the RFP.
38		9.1		Pg 33/54	Public Key Infrastructure	Who will procure the PKI certificates?		Server side certificates to be provided by the bidder.
39		25		1.9	EMD	We request if EMD can be submitted in form of a BG		Not acceptable.

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40		27		8 d	d. 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.	We request that non availability should be dealt in accordance with SLA provisions and should not be a ground for forfeiture of SD		Sub-clause 8 (d) under Clause 1.11, Security Deposit (SD) To be deleted.
41		101		1.14	1.14 Risk Purchase	We request that the clause be modified to include that BHEL shall recover from the Bidder the extra cost at actual and upto 5% of the contract value and the other loss incidentals due to the breach of Contract on the part of the Bidder		The following lines to be added: "However, the cost of Risk Purchase shall be limited to value specified under Limitation of Liability clause."
42		103		1.19.1	1.19.1 Suspension of the Work	We request BHEL to clarify on maximum time limit upto which such suspension can happen and how the bidder will be compensated in case of suspension of work for the costs already incurred.		The following lines to be added: "Maximum period for suspension shall be 3 months and not more than once during the Delivery Period. Owner will issue a notice of suspension / resumption of suspended work by giving 15 days' notice to the Bidder."
43	VOL-IV	2	Payment Sch	2.1	Completion date of Milestone M5 (refer roll-out plan) will be the commissioning date of the solution from which the quarterly billing (zero date) will be considered.	Commissioning date for solution sign-off for billing for migrated mail-boxes should be at respective milestones		No change.

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44	VOL-V			1.19.7	BHEL shall retain all the mail messaging software licenses upon suspension of the contract. Amount payable under , Clause 1.19.7 will be made only after bidder hand over clear ownership of licenses.	Since the RFP is for hosted model, licenses has to be subscription based licensing. There is no perpetual based licensing for hosting model. These subscription licenses will be procured by the service provider with the end user details as BHEL. This service provider licenses will permit : 1. to charge BHEL based on the actual usage on quarterly basis.2. Will enable service provider to deliver latest version of messaging platform during the term of contract as required by BHEL. Hence BHEL will have the option to continue with the same service provider licensing agreement with the same bidder or new service provider renewal or expiry of contract.		No change.

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S.No.	Check Points	Reference Document	Doc Page No /	Clause Ref	Clause Detail	Risk in the Client Proposed Clause	Suggested Changes in the clause	BHEL Comments
1	Bid Validity Period	Tender	25	1.8	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.	Bid Validity period is 180 days. None of the OEM gives price validity for more than 30 days or maximum of 60 days.	We request BHEL to modify the clause as: This proposal and the terms and conditions mentioned here are valid till <60 DAYS> from date of proposal submission unless extended in writing by HCL. HCL shall not be liable for any cost , expense or responsible in any manner in case HCL chooses not to extend the bid validity. In case Proposal is agreed by both parties prior to expiry of Proposal Validity as per HCL proposal and this agreement is signed off then this clause Proposal Validity shall no longer be operative.	No change
2	Contract Validity Period	Tender	100	1.9	After the expiry of five year period, the contract may be extended on yearly basis upto 3 years on mutually agreed terms & conditions. The annual contract value for extended period shall not exceed 40% of annual payment to the bidder made during the five-year contract period.	Need to have a clarity on scope of work post 5 years period. If the scope remains same, then it would not be possible to recover our cost as per this clause post 5 years.	NA	Same solution to continue in case extended. No change
3	Risk Purchase	Tender	101	1.14	In case the bidder withdraws the offer submitted by him/her after it is accepted by the Owner and fails to supply the goods and services as per the Terms & Conditions of the Contract, or at any time during the Contract Period repudiates the Contract wholly or in part, the Owner shall be at liberty to cancel the Notification of Award (NOA) and to recover from the Bidder the extra cost and the other loss incidentals due to the breach of Contract on the part of the Bidder apart from forfeiture of SD(s). Prior to invoking Risk Purchase clause, notice period of Thirty (30) days and cure period of Thirty (30) days will be offered to the Bidder. Risk Purchase should be applicable up to completion of full contract period i.e. rollout plus rental period of 5 years from M5 completion.	Owner shall be at liberty to cancel the Notification of Award (NOA) and to recover from the Bidder the extra cost and the other loss incidentals due to the breach of Contract on the part of the Bidder apart from forfeiture of SD(s).	The aggregate maximum liquidated damages, penalty and risk purchase in any quarter shall not exceed 5% of the quarterly billing of the defaulted component/service.	Not acceptable.

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4		RFP on the MMS BHEL	Page 108	Clause No: 1.27	<p>Limitation of Liability</p> <p>Clause No: 1.27</p> <p>In no event shall either of the Parties be liable for any indirect, incidental or consequential damages or liability.</p> <p>The cumulative liability of the bidder for all damages or other amounts arising in connection with this Contract shall be limited to Total Contract value.</p> <p>However, this limitation shall not be applicable to any claim, loss or damages w.r.t. IPR breach, wilful negligence, Confidentiality breach, tangible property damage or any other claim, loss or damages that cannot be limited as per Indian Laws, including the IT Act in vogue.</p>	Not adequate Limitation of Liability, the way it is conceived may also include liability for indirect losses as well	<p>Replace "Total Contract Value" with "10% of the contract value."</p> <p>Also add following text at the end of the clause</p> <p>The Bidder shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim.</p>	No Change
5		RFP on the MMS BHEL	Page 105	Clause No: 1.23	<p>Indemnification</p> <p>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.</p>	Need to put limit to the liability	<p>Add following highlighted text in the clause at the end</p> <p>All such claims in this regard will be settled as per Indian Laws, subject to a maximum of 100% of the contract value.</p>	No change

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6		RFP on the MMS BHEL	Page 51	7.3, 7.2, 7.4)	<p>Penalties (clauses 7.3, 7.2, 7.4)</p> <p>Penalty for SLA Non-Conformance (7.2)</p> <p>Overall Solution Downtime (7.3)</p> <p>Penalty due to non-availability of engineer at DR site (7.4)</p>	Penalty chagres are too high & not as per standard tendering norms. Hence will not get approved at our end for bidding.	<p>Add following text as clasue 7.5/ Commercial to finalise the quantum of penalty</p> <p>Notwithstanding anything to the contrary contained in the Contract,if the Bidder is not able to maintain the service level standards, then the Bidder is liable to Penalty, only if the shortfall is for reasons solely attributable to a default by the Bidder (excluding force majeure). Payment of Penalty by the Bidder shall fully satisfy the BHEL in respect of failure of the Bidder to maintain the service level standards and no further amounts shall be claimed by the BHEL for damages or compensation from the Bidder in respect thereof. However, overall penalty shall not exceed 2% of the Contract value. Penalties and Liquidated Damages shall not run concurrently for the same cause.</p>	Not acceptable.
7		RFP on the MMS BHEL	Page No: 99	Clause No: 1.5	<p>Clause No: 1.5</p> <p>Purchaser's Rights</p> <p>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. However, in case of any variation in the scope of work, the Parties shall pursue a change control procedure which will be mutually decided by the Parties.</p> <p>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.</p>		<p>Add following text as highlighted below (the text has already been added, as highlighted there)</p> <p>However, in case of any variation in the scope of work, the Parties shall pursue a change control procedure which will be mutually decided by the Parties.</p>	Not acceptable.

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8		RFP on the MMS BHEL	Page No: 100	Clause No: 1.10	<p>Liquidated Damages</p> <p>Clause No: 1.10 The successful bidder shall make all efforts to commission all the services as per the Rollout Plan given in VOL-III Section 2. In case of overall timeframe exceeds 180 days, the successful bidder shall give notice to BHEL in writing of his claim for extension of delivery period. BHEL on receipt of such notice may agree to extend the Schedule for Supply as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended Schedule for Supply is agreed by BHEL in writing, bidder cannot claim the extension of schedule supply time as a matter of right. BHEL shall have the right to either cancel / extend the order validity / levy LD as appropriate after a grace period of maximum 70 days beyond 180 days.”</p> <p>For any delay beyond a period of 250 days from the date of award, a penalty equal to 5% of the total contract value will be imposed as LD. This LD will be deducted from the first quarter rental charges and from subsequent quarterly payments if required.</p>		<p>Insert following text in the clause as indicated below, in red, and commercial to take a call on the quantum of the LD</p> <p>For any delay, for the reasons solely attributable to the Bidder, beyond a period of 250 days from the date of award, a penalty equivalent to 0.25% of the value of the delayed Deliverable(s)/ Equipment(s)/ Product(s) and/or Services for every week of delay or part of a week, subject to the maximum value of the liquidated damages being not more than 5% of the value of delayed Deliverable(s)/Equipment(s)/Product(s) and/or Services. Payment of this amount shall fully satisfy the BHEL’s claims in respect of delay and no further amounts may be claimed for damages or compensation from the contractor in respect thereof. This LD will be deducted from the first quarter rental charges and from subsequent quarterly payments if required.</p>	Not acceptable.
9		RFP on the MMS BHEL	Page 26	Clause 1.11	<p>Security Deposit</p> <p>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 of issuance of Notification of Award (NOA) by the Owner.</p>	Need to provide for pro rata reduction of Security Deposit	Notwithstanding anything to the contrary contained in the contract, the Security Deposit shall be reduced: (a) pro rata by the portion of the contract price payable for any Equipment(s)/ Hardware(s)/ Software(s)/ Product(s) that have achieved User Acceptance/ Operational Acceptance/Deemed Acceptance. (b) pro rata by the portion of the value calculated on quarterly basis for the warranty period. Any Security Deposit/Bank Guarantee shall automatically become null and void once all the obligations of the Bidder under the respective Bank Guarantee(s) have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The Security Deposit/Performance Bank Guarantee shall be returned to the Bidder no later than thirty days after its expiration.	Not acceptable.

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S.No.	Check Points	Reference Document	Doc Page No /	Clause Ref	Clause Detail	Risk in the Client Proposed Clause	Suggested Changes in the clause	BHEL Comments
10		RFP on the MMS BHEL	Page 101	Clause 1.15.3	<p>Force Majeure</p> <p>1.15.3 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.</p>	<p>The bidder is not entitled to the payment due to the performed part and the Parties. Therefore the highlighted part in the suggestion clause must be added in the existing clause.</p>	<p>Add following text at the end of the clause</p> <p>Payment shall remain due for the performed part, and the Parties shall promptly settle their accounts accordingly.</p>	no change
11		RFP on the MMS BHEL	Clause No: 1.12	29.0.0	<p>Disputes and Arbitration</p> <p>Clause No: 1.12</p> <p>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 by a sole arbitrator appointed by the administrative head of HEEP, BHEL, Haridwar. At present the designation of the administrative head of BHEL, Hardwar is Executive Director. The seat/place of arbitration shall be New Delhi. The language of arbitration shall be English.</p>	<p>The bidder has no power to appoint the Arbitrator.</p>	<p>"Arbitration:</p> <p>Suggested Arbitration Clause:</p> <p>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 by a sole arbitrator appointed by the administrative head of HEEP, BHEL, Haridwar. At present the designation of the administrative head of BHEL, Hardwar is Executive Director. to be mutually agreed upon and in the event of no consensus, either Party may approach for appointment of a sole arbitrator through the President for the time being of the Indian Council of Arbitration,</p> <p>The seat/place of arbitration shall be New Delhi. The language of arbitration shall be English.</p>	<p>Any arbitration shall be under the 'Arbitration and Conciliation Act , 1996' and the rules thereunder as amended from time to time. Centre of arbitration shall be in New Delhi. The contract shall be governed by the Indian law. The suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi</p>

Pre-Bid Queries

Name of the Bidder:					M/s HCL			
S.No.	Check Points	Reference Document	Doc Page No /	Clause Ref	Clause Detail	Risk in the Client Proposed Clause	Suggested Changes in the clause	BHEL Comments
12		RFP on the MMS BHEL	Page No	Clause No: 1.14	<p>Risk Purchase</p> <p>Clause No: 1.14 In case the bidder withdraws the offer submitted by him/ her after it is accepted by the Owner and fails to supply the goods and services as per the Terms & Conditions of the Contract, or at any time during the Contract Period repudiates the Contract wholly or in part, the Owner shall be at liberty to cancel the Notification of Award (NOA) and to recover from the Bidder the extra cost and the other loss incidentals due to the breach of Contract on the part of the Bidder apart from forfeiture of SD(s).</p> <p>Prior to invoking Risk Purchase clause, notice period of Thirty (30) days and cure period of Thirty (30) days will be offered to the Bidder.</p> <p>Risk Purchase should be applicable up to completion of full contract period i.e. rollout plus rental period of 5 years from M5 completion.</p>		<p>Add following text to the clause</p> <p>However, wherever purchase of goods and related services from alternative sources, at the risk and cost of the Bidder, is envisaged under this Agreement [e.g. on account of termination of Agreement, short supply failure to maintain the delivery schedule etc.], the resultant liability of the Bidder shall be limited to the difference between the cost at which other sources shall be providing the deliverables/equipments/services of equivalent specifications and the cost at which the Bidder agreed to provide the same under the Agreement. PROVIDED FURTHER THAT the Bidder shall not be liable to such resultant liability in excess of five percent (5%) of the value of deliverables/equipments/ services which the BHEL is entitled to buy at the risk and cost of the Bidder.</p>	No change
13		RFP on the MMS BHEL	Page No: 101	Clause No: 1.13	<p>SUB CONTRACT.</p> <p>Clause No: 1.13</p> <p>Other than DC facility, the bidder shall not subcontract / sub let the services to any third party for the entire contract period.</p>		<p>Substitute the clause by the following</p> <p>Other than DC facility, the bidder, at its discretion, shall not subcontract / sub let the services to any third party for the entire contract period.</p>	Not acceptable.

Pre-Bid Queries

Name of the Bidder:					M/s HCL			
S.No.	Check Points	Reference Document	Doc Page No /	Clause Ref	Clause Detail	Risk in the Client Proposed Clause	Suggested Changes in the clause	BHEL Comments
14	Deemed Acceptance		RFP on the MMS BHEL				<p>Deemed Acceptance</p> <p>The Deliverable(s)/ Equipment(s)/ Software(s)/ Product(s) which requires acceptance test shall be deemed to be accepted (without requiring supporting signatures of the BHEL), for the purpose of release of payment and for start of the warranty period and otherwise, on occurrence of any one of following events, whichever occurs earliest:</p> <p>a.) if BHEL fails to conduct or attend the acceptance test or does not provide a written notice of any rejection/ confirmation of acceptance test, within seven (7) days from the date of Test readiness notification by the Bidder, or</p> <p>b.) if BHEL puts the Deliverable(s)/ Equipment(s)/ Software(s)/ Product(s) into operational/ productive/ normal use prior to successful acceptance test, or</p> <p>c.) if Equipment(s)/ Software(s)/ Deliverable(s)/</p>	Not acceptable.
14	Pre-Qualification Criteria	RFP	33	Bidder / System Integrator/Implementation Partner	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.		We request BHEL to modify the clause as:The bidder must have executed at least one successful hosted Mail Messaging solution in the last 7 years for a customer with at least 3000 mail users in a single order. Can we give references from a public hosted solution here?	No change
15	Pre-Qualification Criteria	RFP	33, 4	Bidder / System Integrator/Implementation Partner	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.		As per the RFP BHEL would be having the DR Facility at their premises in Haridwar hence there is no need for the data center provider / partner to have minimum 2 data centers.	No change

Pre-Bid Queries

Name of the Bidder:					M/s HCL			
S.No.	Check Points	Reference Document	Doc Page No /	Clause Ref	Clause Detail	Risk in the Client Proposed Clause	Suggested Changes in the clause	BHEL Comments
16	Scope of Work	RFP	1.7	Technical & Functional Section	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 will be 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.		Is it mandatory to migrate the mail data to new email servers.It will involve a lot of Bandwidth & operational effort.It is suggested to use PST attach approach with the email client.In this approach existing emails will be downloaded & attached to the user's email client for their reference. It is for to save the bandwidth.	Not acceptable.
17	Solution Design	RFP	8.8 Directory Services	Technical & Functional Requirement	The user database in the directory shall be synchronized periodically with the BHEL's existing SAP HR user database which is hosted at BHEL Trichy Unit. Bidder shall propose mechanism to achieve this synchronization.		Please share the version & integration interface details of existing SAP HR system.	The SAP HR database is now hosted at BHEL Hyderabad. Current version is ECC 6.0. Bidder to provide integration / synchronization mechanism.
18	Health & Performance Monitoring	RFP	9.20.2, 83		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.		For sending alerts on SMS it is required to have SMS gateway & subscription.As a bidder do we need to provision SMS gateway & subscription or BHEL has that in their existing environment.Or we should ignore.	Vendor to provide SMS facility for SMS alerts. If SMS gateway is required, the bidder shall provide the same.

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
1	II	1.11 b & C	Security Deposit (SD)	27	b. 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) c. Any breach of contract as per tender specifications.	SD can be invoke only for material breach of contract term and only after giving a notice and cure period of 45 days.		No change
2	II	1.11 e	Security Deposit (SD)	27	e. If the services provided by the bidder are not up to the mark as per SLA continuously for a period of 3 months and the service provider fails to rectify major problems related to service quality and performance, or service provider fails to restore the service(s) after one month of notice given by BHEL, BHEL then reserves the right to terminate the contract in part or full without any liability or cost implication to BHEL..	For SLA breaches SLA penalty can be invoke. In case SLA cap are hit for the 3 continuous month, customer has option to terminate the contract and accordingly effect of termination shall follow.		No change
3	II	1.11 b & C	Security Deposit (SD)	27		Before invoking Security deposit for any reason what so ever due notice and cure period of 45 days will be provided to the bidder.		The following line to be added: "Owner will give fifteen (15) days notice prior to forfeiture of Security Deposit."
4	III	1.9/8.6.1	Scope of Work/connectivity	40/58	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.	We request that the bandwidth shall be provided by BHEL. As per law SI cannot act as a reseller of the bandwidth.		Not acceptable.
5	III	7.2	Penalty for SLA Non-Conformance	52	Maximum Penalty per Month = 20% of total Monthly Rental	We request to cap the maximum penalty per Month to 5% of the quarterly payables		Not acceptable.

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
6	III	7.3	Overall Solution Downtime	53	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	We request you the penalty under section 7.3 should be capped under the maximum penalty per month agreed and should not be beyond that.		Not acceptable.
7	III	7.3	Overall Solution Downtime	53	If the SLA deductions hit 20% 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).	We request that for breach of SLAs level for 3 consecutive month BHEL already have recourse available under the contract. Hence the right to invoke SD should be deleted.	Not acceptable.	Not acceptable.
8	III	8.2	Mailbox Requirements:	55	8.2. Mailbox Requirements: The present requirement is for about 30000 mailboxes which may increase in a phased manner to 36000 over next 5 years. The evaluation will be done on 30000 mailboxes, however, the mailboxes in first order may vary between 24000 to 30000. 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.	We request to commit minimum no. of mail boxes so as to enable us to price per mail box accordingly. Anything below that may not be servicable at the quoted price .		The range of mailboxes given in RFP is as 24000 to 36000. The first order will be for mailbox numbers from 24000 to 30000. However, evaluation will be on 30000 mailboxes.

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
9	III	8.14.12	Others:	63	The Mail Messaging licenses shall be in BHEL's name	As the supplier will responsible to build and operate the platform and invoice under a operation model.We request the licenses to be procured in supplier name and the same will be transferred to BHEL on upon Final Completion / Termination / Suspension of the contract.		Not acceptable.
10	III	8.14.19.	Others:	65	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.	We request to include that these should be provided as per the EULA of OEM.		Not change.
11	IV	2.2	Payment Schedule	95	Payment shall be made per mailbox per quarter basis	1. We request for one time fees towards Licenses, setup and other installation cost. 2. There will be a minimum committed no. of mail boxes per quarter for which BHEL has to pay even if the actual no. of active mail box is below the minimum committed nos. 3. We request to make the payment on quarterly in advance basis.	No change	No change
12	IV	2.4/2.5	Payment Schedule	95	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 based on the actual M5 date to the nearest date of the standard Quarter.	we request to kindly make the payments quarterly in advance as bidder will be incurring most of the cost in advance.		No change

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
13	IV	2.6	Payment Schedule	95	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.	The onus of service tax payment is on the bidder and BHEL can claim the service tax credit based on the tax invoice raised by the bidder. Any specific reason for the submission of tax challan ? These will only delay the process further the link of payment of service tax towards services provided to BHEL cannot be established from the challan.		No change
14	V	1.10	Liquidity Damages (LD)	100	IFor 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.	We request to change the clause to a 0.5% per week of delay after 250 days subject to a maximum of 5%. As 5% penalty at one shot is very high.		No change
15	V	1.6	Taxes	97	Any change in Service tax during the validity period of the contract shall be to BHEL's account.	We would also like to clarify that this being a build Operate and Transfer model, this will also attract VAT/CST on the quaterly payment. Request customer also to pay VAT/CST in addition to Service Tax		Clause 1.6 to be read as "Any change in service tax or introduction of any new applicable tax in future on Quarterly Rentals shall be to BHEL's account." Other than service tax other taxes should be inclusive on costs mentioned in Annexure I Price Bid Format point 1

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
16	V	1.14	Risk Purchase	99	In case the bidder withdraws the offer submitted by him/ her after it is accepted by the Owner and fails to supply the goods and services as per the Terms & Conditions of the Contract, or at any time during the Contract Period repudiates the Contract wholly or in part, the Owner shall be at liberty to cancel the Notification of Award (NOA) and to recover from the Bidder the extra cost and the other loss incidentals due to the breach of Contract on the part of the Bidder apart from forfeiture of SD(s). Prior to invoking Risk Purchase clause, notice period of Thirty (30) days and cure period of Thirty (30) days will be offered to the Bidder. Risk Purchase should be applicable up to completion of full contract period i.e. rollout plus rental period of 5 years from M5 completion.	We request deletion of the recovery of other loss incidentals due to the breach of Contract on the part of the Bidder apart from forfeiture of SD(s). Further the liability of bidder with respect to additional cost should be capped at 5% of the cost payable to bidder for such services.		No change
17	V	1.9	Contract Validity Period	100	After the expiry of five year period, the contract may be extended on yearly basis upto 3 years on mutually agreed terms & conditions. The annual contract value for extended period shall not exceed 40% of annual payment to the bidder made during the five-year contract period.	We request to change that the revised mailbox charges per quarter during extended period will be mutually agreed.		Not acceptable.
18	V	1.16	Support on Contract Expiry / Termination:	102	On successful completion of the contract period, BHEL will retain the Mail Messaging software licenses / copyrights without any financial implication. No other hardware or software will be retained by BHEL upon successful completion of contract period.	Since the license need to be transferred to BHEL it will be operate and transfer model and will attract VAT/CST too.		Licenses to be in the name of BHEL from day 1 and applicable VAT/CST to be part of cost like other items in Annexure-I Price Bid Format.

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
19	V	1.19	1.19 Termination and Suspension			We would like to clarify that Since this is an Opex model where all the initial investments are made by the bidder. There is not be a termination for convenience right to BHEL and in case there is a termination for convenience BHEL shall paid for the balance of Hardware, software and Implementation charges for the remaining quarter along with the lease charges for both DC and DR.		No change
20	V	1.19	1.19 Termination and Suspension	1.19.1	The Owner shall not pay any costs incurred by the Bidder in giving effect to the suspension order, including under the following: <input type="checkbox"/> necessary because of Force Majeure; or <input type="checkbox"/> necessary for the proper execution of the Work, or any part thereof; or <input type="checkbox"/> necessary because of some negligence, error or other default on the part of the Bidder; or <input type="checkbox"/> necessary for the health or safety of Owner and/or Bidder Personnel, third parties or for the protection of the Work, Owner property or environment; or <input type="checkbox"/> otherwise provided for in the Contract.	Request owner to give a notice period of 30 days before suspension and in any case the suspension cannot be beyond 60 days. Such suspension should not be more than once in the contract tenure. The Owner shall pay the ideal cost to the bidder during the period of suspension.		<i>Already covered.</i>
21	V	1.19	1.19.7 Amounts payable on Termination		If the Owner terminates the Contract then, provided the termination is not in consequence of 1.19.3, 1.19.4 & 1.19.5, or the Owner exercising a specific right to terminate the Contract, prorata compensation will be payable. Compensation will be based on outright purchase cost of (a) DR Hardware (b) Mail Messaging software licenses installed at DR site and client side licenses; and proportionately linked to balance lease period. In such an event, ownership of the DR shall be transferred to BHEL.	We request to ammend that irrespective of the reason for termination , Owner has to pay compensation towards the remaining of the quarterly payment towards the all hardware and software at DC and DR, including client side licenses and all Implementation cost along with the remaining leasing cost for same. These are investment made by Bidder to provide the services. Further owner will have to pay for all services rendered till the date of termination.		No change

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
22	V	1.26.4.1	Form of Payment	107	Within Thirty (30) 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.	We request for payment within 30 days from date of invoice.		No change
23	V	1.26.5	Final Completion	105	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.	We request deletion of this clause. The bidder shall be responsible for any latent defect with the term of this contract only.		No change
24	V	1.18	Modification	103	Modifications of the terms and conditions of this contract, including any modification of the 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.	We request that any change in scope will be dealt through change request process to be define in the contract and pricing for same will be dealt accordingly.		No change
25	V	1.16.5	Support on Contract Expiry / Termination	100	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.	Request to add "Termination support will be provided as agreed in the scope of work"		Support required will be as per clause 1.16 "Support on Contract Expiry / Termination" of the RFP

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
26	Annexure I				Total Price for Evaluation of the Solution (Z = Z1 + Z2) in INR (excl. Service Tax)	We understand the payment will be based on per mail box in use basis. A)How will be the per mail box arrived based on this. B)The prices quoted will remain fix for the 30,000 mailbox in scope. So any lesser no. of mail box will have no impact on this price.		Evaluation will be based on 30000 mailboxes. Payment will be made on actual number of mailboxes. Actual nos. may vary between 24000 to 36000. Rates will remain firm for all the numbers between 24000 to 36000 for the full contract period.
27	Annexure I					We request to delete the column related to quarterly/interest/Rental Lease charges from the price bid format. As this is an opex model where customer is investing initially and recovering over the support duration. Hence a break of capex cost and interest cost will not be feasible.		Price Breakup is required.
	Legal							
28	I	2	Definitions		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.	We understand that any instruction to omit, alter or delete any part of work shall be through the change control mechanism.	Request for clarification	Ok.
29	II	1.4	Bid Format & Contents of Bid	1.4.2 (Envelope 2)	Types of Indemnities (duly stamped and notarized), to be provided: (1) General Indemnity for protection of 3rd party claims against the Owner (2) IPR compliance and compliance of law and regulations in force (3) Compliance of licenses and registration, as applicable.	Bidder proposes for the deletion of this provision as bidder already agrees to indemnity for IPR infringement. For general breaches, Owner has other remedies in the form of penalties and damage claim.	Too broad and onerous and does not reflect balanced risk allocation	No change
30	II	1.4	Bid Format & Contents of Bid	1.4.2 (Envelope 2) 1.4.3 (Envelope 3)	No deviation	Bidder requests to allow deviations which could be mutually discussed and agreed upon.	Bidder may want to suggest alternative terms to certain RFP terms	No change

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
31	II	1.9	EMD		<p>Owner reserves the right to forfeit the EMD under following conditions:</p> <p>a. After opening of bid, the bidder revokes his bid within the validity period or increases his earlier quoted rates.</p> <p>b. Delayed and non-qualitative/inadequate response, in the opinion of the Owner in the bidding process until order is placed.</p> <p>c. The Bidder not abiding by Section 2.6 w.r.t to failure to unconditional acceptance of the issued Notification of Award (NOA) within a maximum of 15 Calendar days along with the submission of Security Deposit.</p>	<p>Please clarify that the Bid Security can only be forfeited in case of the Bidder revokes his bid or fails to sign the contract as per mutually acceptable terms and conditions.</p>	Request for clarification	No change
32	II	1.11	Security Deposit		<p>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 of issuance of Notification of Award (NOA) by the Owner.</p> <p>5. 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.</p> <p>6. The SD shall be valid for the entire contract validity period (refer VOL-V section 1.9) plus 6 months.</p>	<p>Bidder proposes that the period for submission of SD shall commence on the signing of the mutually agreed contract between Owner and Bidder</p> <p>The SD shall be valid only during the contract period.</p> <p>With regard to forfeiting SD, we request that the same be amended as applicable only in case of material breach of contract term with a cure period not less than 45 days provided to Bidder.</p>	Request for clarification	No change
					<p>7. The Owner reserves the right to forfeit the Security Deposit under following circumstances:</p> <p>a. In the event that the successful Bidder fails to sign the Final Contract Agreement within a maximum of 15 calendar days from the date of issue of draft agreement which shall be based on terms and conditions of Tender Document, Addenda and Corrigenda.</p>			

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
					<p>b. 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)</p> <p>c. Any breach of contract as per tender specifications.</p> <p>d. 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.</p> <p>e. If the services provided by the bidder are not up to the mark as per SLA continuously for a period of 3 months and the service provider fails to rectify major problems related to service quality and performance, or service provider fails to restore the service(s) after one month of notice given by BHEL, BHEL then reserves the right to terminate the contract in part or full without any liability or cost implication to BHEL.</p> <p>f. In case of termination of the contract due to reasons as mentioned in VOL-V section 1.20.</p> <p>g. 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.</p>			
33	II	1.12	Interest Liability		In case of any delay in payment due to any reason, Owner shall not pay any interest on delayed payment.	Bidder proposes an interest of 1.5% per month on delayed payments		No change
34	II	2	Selection Process	2.7 (Signing of Contract)	<p>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 along with Security Deposit (SD). Thereafter, the Owner shall issue the draft contract agreement within 15 days of acceptance of Notification of Award (NOA) along with submission of SD by the Bidder. The Contract agreement between the Owner & Bidder shall be signed in the next 15 days.</p> <p>The Contract Agreement shall be based on terms and conditions of Tender document, Addenda and Corrigenda.</p>	The SD should be submitted within 15 days of contract signing. Further, the contract terms will be as Terms and Conditions mutually agreed between the parties.	Request for clarification	No change. Contract T&C will be as per RFP T&C and any Corrigendum thereof.

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
35	III	2	Roll-Schedule & Roadmap		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.	<p>All products (hardware and software) will be accepted on delivery.</p> <p>Bidder will provide notice to Purchaser when the Deliverables are ready for acceptance. Acceptance of Deliverables will occur upon the date Bidder demonstrates to Purchaser, by the successful completion of acceptance tests that the Deliverables substantially conform to the acceptance criteria as agreed between Bidder and Purchaser and mentioned in the SOWs attached. Acceptance will not be delayed for any reason (s) other than non-conformance with the requirements specified in the terms of Contract and SOW. The acceptance test results will be declared by Purchaser within a maximum of 7 (seven) days from the completion of acceptance tests. In case the 7 (seven) days period after completion of acceptance tests has elapsed without the acceptance test results being declared, then the system or the portion thereof, subject to acceptance testing would be deemed accepted. If Purchaser fails to give Bidder written notice of non-conformance within the 7 (seven) day period or, prior to expiry of the 7 (seven) day period, uses the system or any part thereof supplied by Bidder for productive use (other than testing purposes), it will be deemed accepted. In the event that any Deliverable fails to confirm to the agreed acceptance criteria, Bidder will have a reasonable time to remedy such non-conformance by either repair or replacement of the Deliverable, following Bidder's receipt of written notice from Purchaser specifying in reasonable detail the nature of such non-conformance.</p>	To bring objectivity around provision of acceptance of deliverables	No change
36	III	8	Technical and Functional Requirement	8.14	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 same will be provided as per OEM terms and conditions.		No change
37	V	1	General Conditions of Contract	1.1 (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.	Bidder requests to relax this term to allow deviations. Also, the contract will be signed based on mutual discussions and agreement of the parties.		No change

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
38	V	1.2	Acceptance / Rejection of Bids	1.2.5	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 to reject the Bid and forfeit the EMD.	It would be reasonable to allow assumptions, presumptions etc. for the bid submission.	As the final contract document is not yet shared and also because due to some understanding issues which are not cleared till the time of bid clarifications and for various other genuine reasons the Bidder should be allowed to propose deviations assumptions, presumptions etc. Such deviations, assumptions, presumptions etc., after the selection of the successful bidder, can be discuss and negotiated to reach a common middle part beneficial for both the parties.	No change. All assumptions to be clarified prior to bid submission.
39	V	1.12	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 by a sole arbitrator appointed by the administrative head of HEEP, BHEL, Haridwar. At present the designation of the administrative head of BHEL, Haridwar is Executive Director. The seat/place of arbitration shall be New Delhi. The language of arbitration shall be English.	Such arbitrator shall be independent and mutually appointed by both the parties.	Arbitration panel hearing a dispute should be independent. This is a principal of natural justice i.e. the decision is seen to have been arrived in a fair and independent manner.	Already covered.
40	V	1.13	Sub-contracting		The Bidder shall not assign this Contract or sub-contract any portion or portions of the Contract.	Bidder requests to relax this term to allow subcontracting. Bidder shall inform BHEL about such subcontractors and remain liable and responsible for entire project		No change

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
41	V	1.14	Risk Purchase		<p>In case the bidder withdraws the offer submitted by him/ her after it is accepted by the Owner and fails to supply the goods and services as per the Terms & Conditions of the Contract, or at any time during the Contract Period repudiates the Contract wholly or in part, the Owner shall be at liberty to cancel the Notification of Award (NOA) and to recover from the Bidder the extra cost and the other loss incidentals due to the breach of Contract on the part of the Bidder apart from forfeiture of SD(s).</p> <p>Prior to invoking Risk Purchase clause, notice period of Fifteen (15) days and cure period of Thirty (30) days will be offered to the Bidder.</p> <p>Risk Purchase should be applicable up to completion of full contract period i.e. rollout plus rental period of 5 years from M5 completion.</p>	Bidder requests to limit Bidder's liability for risk purchase to "incremental cost" only		To be added. However, the cost of Risk Purchase shall be limited to value specified under Limitation of Liability clause.
42	V	1.16	Support on Contract Expiry/Termination	1.16.1 - 1.16.5	<p>1.16.1 On completion/termination of the contract, the service provider would hand over all the licenses/copyrights and all hardware & software installed at DR site at Haridwar to BHEL without any financial implication.</p> <p>1.16.2 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.</p> <p>1.16.3 In case of premature termination or foreclosure 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 datacenter.</p> <p>1.16.4 In case of 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</p>	<p>Bidder submits that upon termination/expiry of the Contract, exit management services will be provided at mutually agreed terms.</p> <p>For clarification, Bidder shall retain any IP owned by Bidder in any document/equipment/property transferred during the exit management period.</p> <p>SD will be valid during the Contract Period only</p>	Bidder proposes to have the terms of exit management laying down each party's roles and responsibilities defined	<p>a) Support required at contract expiry or termination will be as per RFP only.</p> <p>b) For IPR, bidder can retain any IP developed during the contract period.</p> <p>c) As per "VOI II Clause 1.11 Security Deposit point no. 6 theThe Security Deposit shall be valid for entire contract validity period (Refer VOL-V Section 1.9) plus 6 months", here this additional 6 months is the exit/transition period..</p>

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
43	V	1.19	Termination and Suspension	1.19.1 (Suspension of Work)	The Owner may, by a written order, instruct the Bidder to suspend the Work or any part of the Work for the period and in the manner which the Owner considers necessary. The Bidder shall cease work on said part of the Work on the effective date of suspension, but shall continue to perform any unsuspended part of the Work. During the suspension the Bidder shall properly protect and secure the Work so far as is necessary in the opinion of Owner.	Request owner to clarify that in any case the suspension beyond 60 days, bidder should have right to terminate and recover all costs.	A reasonable request as such suspension right may have commercial impact on bidder	No change.
44	V	1.19	Termination and Suspension	1.19.3 (Default by Bidder) 1.19.4 (Bidder's bankruptcy)	In the event of the failure, refusal or inability of the Bidder to perform any part of the Work in accordance with the Contract, the Owner may give notice of default to the Bidder stating the details of such failure. If the Bidder within fifteen (15) calendar days after receipt of such notice does not commence, or having commenced does not continuously proceed with action satisfactory to the Owner to remedy such failure, the Owner may issue a notice of termination by giving 30 days' notice period, without prejudice to any other rights or remedies which the Owner may have under the Contract.	Bidder seeks for a 30 days' cure period instead of 15 days. The bidder should also have the right to terminate the contract and suspend the performance in case of a breach by BHEL.	A mutual right of termination is a reasonable ask	Not acceptable.
45	V	1.19	Termination and Suspension	1.19.6 (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	Bidder submits that upon termination/expiry of the Contract, exit management services will be provided at mutually agreed terms. For clarification, Bidder shall retain any IP owned by Bidder in any document/equipment/property transferred during the exit management period.		<i>Already covered.</i>

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
49	V	1.26	Payment Terms	1.26.1 (Sufficiency of Contract Price)	<p>1.26.1.1 The Bidder shall be deemed to have satisfied itself on and taken due account in the Contract Price of:</p> <ul style="list-style-type: none"> o all the conditions and circumstances affecting the Contract Price; o carrying out the Work as described in the Contract & instructions issued by the owner time to time; o general circumstances at field sites; o general personnel requirements and restrictions; and o the incidental costs to be borne by the Bidder. <p>1.26.1.2 The Contract Price shall cover the completion of the Work and all other obligations of the Bidder and all costs direct, indirect & consequential, incurred by the Bidder for and in connection with the Work and shall be fixed for the duration of the Contract.</p>	The Bidder has only taken into account the description of services described in the Contract. Any variation or alteration to the scope by way of instructions issued by the owner or any other way should be routed through change order process and shall be charged additionally at mutually agreed rates.	The language is very broad and leads to scope creep	No change
50	V	1.27	Limitation of Liability		In no event shall either of the Parties be liable for any indirect, incidental or consequential damages or liability. The cumulative liability of the bidder for all damages or other amounts arising in connection with this Contract shall be limited to Total Contract value. 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 or any other claim, loss or damages that cannot be limited as per Indian Laws, including the IT Act in vogue.	<p>Bidder submits that:</p> <ul style="list-style-type: none"> (i) Liability for loss profits, reveue, goodwill, reputation excluded (ii) Confidentiality breach should be capped too but over and above the TCV cap; and (iii) "Wilful Negligence" be defined as "Wilful Negligence is where the bidder intends actual harm upon BHEL through a serious disregard of an obvious risk, which may harm BHEL." 	<p>Bidder principally agree to exclusion of indirect damages and liability for wilful misconduct, however, seeks to make the clause clearer by clarifying it further.</p> <p>Unlimited bidder's liability for confidentiality breach very broad and unwarranted</p>	<i>Already covered.</i>
51	Annexure M		Third Party Non-Disclosure Agreement		Provides for unilateral confidentiality obligation	Bidder seeks to make the obligation mutual to protect bidder confidential information. Also, bidder proposes to have a time limit on the confidentiality obligation, e.g., 5-7 years	To safeguard bidder's confidential information	No change
52	New Clause					Bidder shall retain ownership of:	This is to clarify about bidder's intellectual property	Ok. Any document bidder wants BHEL to sign wrt IPR retention shall be submitted at the time of techno-commercial evaluation.

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
53	New Clause					The acceptance criteria or procedures for Deliverables set forth in this Agreement and as particularly described in any SOW will only apply to the services provided herein. It will not apply to any product the Bidder may supply or has supplied to customer, regardless of whether such products can be used in connection with the services or Deliverables. Any refund/return or penalty rights as set forth herein apply only to the services provided.	Just clarified	No change
54	New Clause					At many places in the RFP and undertakings/declarations the phrase 'To the satisfaction of BHEL' or similar sentences are used. Such phrase or sentences shall mean complying with the mutually acceptable and agreed processes and terms and conditions. We propose the replacement the phases "best practices" and "best efforts" with "generally recognized commercial practices and standards" and "commercially reasonable efforts" respectively.	The performance standard are very broad	No change
	Technical							
55		8	Technical and Functional Requirement	8.7.3 (Security)	Clients include mobile devices, desktops / laptops inside or outside BHEL network	Pls provide list of mobile devices to be supported?	Blackberry devices may need different approach	Type of mobile devices already given in RFP.
56		8	Technical and Functional Requirement	n/a	Feature List Matrix for proposed User Category	Count of users for each category?	Required for sizing the infra	As per RFP in price bid format.
57		8	Technical and Functional Requirement	8.6.1 (Connectivity)	The successful bidder shall provide internet connectivity with sufficient...	Internet cannot be resold by SI's. Can BHEL provide Internet through its MPLS provider?	As per GOI regulations on internet reselling	Not acceptable.
58		8	Technical and Functional Requirement	8.1.2 (Solution Design)	The proposed infrastructures like servers, storage, etc., for BHEL should not be shared...	Server and Storage is required to be Dedicated... Can common storage be leveraged? With appropriate segregation in terms of LUN's and VDISKS?		Not acceptable.
59		3	Helpdesk & Facility Management services	3.2	The successful bidder shall implement a dedicated centralized Helpdesk at its own datacenter for BHEL for post implementation support and service delivery.	Can the dedicated helpDesk team be located centrally instead of the DC location?		As per RFP "The successful bidder shall implement a dedicated centralized Helpdesk at its own premises for BHEL for post implementation support and service delivery."
60		1	n/a	1.3	Not mentioned	Currently how many existing Active Directory domains / forests running in BHEL across various sites?		Bidder has to set up its own directory services for user authentication.

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
61		1	n/a	1.3	Not mentioned	Does BHEL desires to setup a new directory servers and or wants to utilize an existing domain / forest for new messaging infra deployment. In case if BHEL desires new Active Directory forest then is it required to migrate Active Direcorey user ID , groups and domain joined machines from existing domains ?		
62		1	n/a	1.3	Not mentioned	Are all existing domains are part of a single forest and Tree ? Or belongs to different AD forests ?		
63		1	n/a	1.3	Not mentioned	How many total domain controllers are there in each domain and in which locations? What is AD server version (windows 2003 or 2008 or 2008 R2 or 2012 ..etc.). Also please provide the topology details		
64		1	n/a	1.3	Not mentioned	Is there any Directory service running other than Microsoft Active Directory ? Please provide details		
65		1	Introduction	1.3.1	BHEL currently has 3000 MS Exchange CALs (2000 at Haridwar and 1000 at PEM, Noida).	Please provide the Exchange server version for which 3000 CALs are available . Is SA is signed with MS to upgrade the CALs if required ? Also, is it standard CAL or Enterprise CAL		Windows 2010 --- 1000 licenses Windows 2013 ---- 2000 licenses. SA has expired. Both standard & Enterprise licenses are there.
66		8	Technical and Functional Requirement	8.3 (Feature list)	Feature List Matrix for proposed User Category	Please provide (in %) how many users falls under defined category of Standard User Power User Premium User Super Premium User	It would be useful for designing mailbox storage	As per RFP in price bid format.
67		8	Technical and Functional Requirement	8.1	Archiving & backup solution are required only for super-premium and premium users when the solution is operating from DR site.	What is the size of archive mailbox BHEL desires?	sizing	Only journaling is required.
68		8	Technical and Functional Requirement	8.10.	Archiving & backup solution are required only for super-premium and premium users when the solution is operating from DR site.	Is backup solution means granular level backup ? Please confirm if it is required for premium and super premium users only ? Also please provide the number of premium and super premium users.	Brick level backup may require addition user CALs	As per RFP granular backup required. At DC backup & journaling for all users. At DR backup & journaling for premium & super premium users only.
69		8 & 9	Technical and Functional Requirement	8.10 / 9.24	Compliance Archiving / Archiving & Journaling	What is the expected SLA for retrieving email older than 6 months (which may not aavailable for instant search and need to restore from backup).	It will be helpful in determining the storage requirement for Journaling and in determining the backup infra designing.	As per RFP 24 hours
70		1	Scope of Work	1.7 (Bid Price)	The bidder shall migrate User Mailboxes (including folders and address book) from existing Messaging Platforms	is GAL lookup and Free busy lookup is currently configured among all messaging systems that exist in BHEL ? Or configurd partly Or not configured at all ?	For existing data Migration scoping	Only GAL configured for 3000 existing MS Exchange users.
71		8	Technical and Functional Requirement	8.3	Feature List Matrix for proposed User Category	Is it required to configure GAL lookup and Free Busy lookup during project or is it only required at end state when all users will be migrated to single messaging platform ?	It would be useful for designing infra as per desired user experience	Single user directory with lookup facility should be made available as and when users are getting migrated to the new system.

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
72		1	Introduction	1.3.1 (BHEL Requirement)	backup, archiving and regulatory compliance.	Please provide the regulatory requirements for messaging if already defined in BHEL	It will provide details while planning for regulatory compliance	Will be shared with the successful bidder at the planning stage.
73		8	Technical and Functional Requirement	8.3	Feature List Matrix for proposed User Category : Synchronization of Web Client, Rich Client and Mobile Client for Emails , Calendar & Contacts	Is Blackberry enterprise is part of current infrastructure or is it required new solution ?	Blackberry requires it's own infrastructure but must be integrated with messaging servers and requires prior planning	Support as mentioned in RFP required for all mobile devices including Blackberry devices.
74		1	n/a	1.3	Not mentioned	Does current infrastructure has public folders (in Exchange server), if yes then do we need to migrate data it to new infrastructure and what is the current data size		No
75		1	Scope of Work	1.6	Currently BHEL users are primarily using MS Outlook, Thunderbird, Netscape, etc., as mail client.	Please provide details of all clients in use and versions along with numbers of each such clients	Need for formulating client end readiness	Will be shared with the successful bidder at the planning stage.
76		9	Technical and Functional Specifications	9.26	Email life Cycle Management	What is the maximum retention age BHEL wants for mail items in user mailbox	It is required for storage planning	All mails in the user mailbox shall be retained for the entire contract period provided the mailbox doesn't get full.
77		1	Scope of Work	1.7 (Bid Price)	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 will be 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.	Is it mandatory to migrate the existing mail data to new email servers. It will involve a lot of Bandwidth & operational effort. It is suggested to use PST attach approach with the email client. In this approach existing emails will be downloaded & attached to the user's email client with the new profile?		All mails on the existing mail servers are to be migrated to the new servers.
79		8	Technical and Functional Requirement	8.8.4 (Directory Services)	The user database in the directory shall be synchronized periodically with the BHEL's existing SAP HR user database which is hosted at BHEL Trichy Unit. Bidder shall propose mechanism to achieve this synchronization.	Please share the version & integration interface details of existing SAP HR system. Also • Does BHEL Trichy have licenses for "SAP Identity Management"?		SAP HR is now hosted at Hyderabad. Any change in Employee information relevant to Mail system to be synchronized with user directory in Mail system. Attributes to be finalized with successful bidder during planning. Version is ECC 6.0 No SAP Identity Management licenses.
80		9	Technical and Functional Specifications	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.	For sending alerts on SMS it is required to have SMS gateway & subscription. As a bidder do we need to provision SMS gateway & subscription or BHEL has that in their existing environment. Or are alerts required only on Email?		SMS gateway & subscription required. Bidder to provide the same.
81		8	Technical and Functional Requirement	8.5.1	Backup policy	What should be maximum retention age for monthly backup	As per document it should be 12 months however it would be vital to re-confirm	Retention for 12 months as per RFP.

Pre-Bid Queries

Name of the Bidder:					M/s HP			
S. No.	Vol. 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	BHEL Comments
82		9	Technical and Functional Specifications	9.15	Security Feature	Is DLP required ?	DLP is one of the critical security feature in messaging hence need clarity if DLP is required.	As of now DLP is not required. However, in future if BHEL goes for DLP, the messaging solution should integrate with the same.
83		9	Technical and Functional Specifications	9.15	Security Feature	Is MDM or EMM feature are required	MDM can provide enhanced security features beyond the basic security that is available for active sync devices.	As per RFP.
84			Technical and Functional Specifications	1.3	Mailing Solution	Existing Mailing solution for the below locations are not specified. EMRP Mumbai PPPU, Thirumayam Rudrapur HERP Varanasi HPVP		EMRP Mumbai: mdaemon 10 Thirumayam -- same as Trichy Rudrapur / HERP Varanasi : On Corporate Mail server (Zimbra) HPVP : hosted solution.
85			Technical and Functional Specifications	1.3	Mailing Solution	Under Mailing Solution [Annexure B (page 108)] Postfix, Qmail, Sendmail, Squirrel mail etc. are mail transfer agents. [The actual Mail delivery Agents (like POP3, IMAP or Local Unix / Linux) need to be specified.]		Both POP3 & IMAP are used.
86			Technical and Functional Specifications		Under Applications Using Messaging [Annexure B (page 108)]	Most of the applications are SMTP clients used to send email. The actual solution used to retrieve mails from servers is not clearly mentioned for several locations.		The details will be provided to the successful bidder at the time of planning.
87			Technical and Functional Specifications		4. Annexure B (page 108)	Mail sent + Mail received per day includes transaction from only users or application or from both ? if given data is not for both (users + application) then please provide the same.		both
88		9	Technical and Functional Specifications	9.15	Mailbox Migration	Can we consider offline migration of the messaging system by building a greenfield solution or BHEL is expecting a live migration / coexistence.		Migration to be carried out as per RFP.

Pre-Bid Queries								
Name of the Bidder:					M/s Reliance			
S. No.	Parameter	Section	Section Name	Sub Section (Name & No.)	Statement as per tender document	Query by bidder	Reason for Query	BHEL Comments
1	Implementation Experience	2.4.2	Bidder / System Integrator / Implementation Partner		The bidder must have executed at least one successful implementation of the proposed Mail Messaging Product Series in India during the last 7 years for a customer with at least 15000 mail users in a single order.	Request to consider the bidders experience in implementation of 15000 or more mail users within the group company in last 7 years	For acceptance by BHEL.	The criteria is for Single Entity
2	Data Centre Facility	2.4.2	Bidder / System Integrator / Implementation Partner	SI. No.5	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.	While our Data Center is above Tier3 only, we are ready to submit Self Certification.	For acceptance by BHEL.	Not acceptable.
3	Connectivity	8.6	Connectivity	8.6.1 and 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.	If BW usage exceeds 48 mbps than BHEL shall place the PO for incremental bw in slab of 2 Mbps on chargeable basis	commercial impact	Not acceptable.
3	Connectivity	8.6	Connectivity	8.6.5	The bidder shall be responsible for the maintenance & upkeep of the MPLS links within his datacenter. The bidder shall pro-actively monitor the utilization of the MPLS links at its datacenter and in case the utilization of the links is exceeding 60%, the bidder shall immediately inform the MPLS service provider and also BHEL about the same. The bidder shall analyze the traffic on the MPLS links at DC and identify any spam / spurious traffic flowing on the MPLS links. The bidder shall identify the source which is generating spam / spurious traffic on the MPLS links. The bidder shall proactively 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.	Kindly define the scope of Maintenance of MPLS link at datacenter. Who will provide the MPLS Link and CPE hardware?	MPLS Link and CPE order and Maintenance	As mentioned in RFP, BHEL will provide MPLS links with CPE. Bidder to provide the power & AC for the CPE. Monitoring & maintenance of MPLS links & CPE as mentioned in RFP to be in bidder's scope.

4	Security	8.7	Security	8.7.5	The successful bidder shall conduct vulnerability and penetration test through a CERT-In certified third party on the proposed email solution once in every 6 months and reports should be shared with BHEL. The successful bidder shall update the system in response to any adverse findings in the report, without any additional cost to BHEL. BHEL may also depute auditors to conduct security check / vulnerability test / penetration test. Any security vulnerabilities discovered in PT / security check / audit shall be closed / plugged by the bidder within a month of submission of report.	Reliance has this practice of vulnerability assessment. No third party is required for this. Request Reliance to do this test on their own.		not acceptable
5	Data Migration	8.9	Data Migration	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.	Details of contracted software / hardware / services types & vendor required. This information is required for integration.	Bidder need to have this information for smooth integration.	The details will be provided to the successful bidder at planning stage.
6	Technical and Functional Specifications	9	Technical and Functional Specifications	9.15	The system should support secure protocols as follows: <input checked="" type="checkbox"/> Kerberos Version 5	Please confirm on the software and its version to use this authentication. Request to add TLS encryption as an additional method of server to server traffic	If the requirement is for server to server traffic be encrypted TLS would also fulfill the requirement	TLS already there. No change
8	Annexure K	Annexure	Datacentre Checklist	Sl. No.1	Data Centres should be ISO 9001 : 2008, ISO 20000-1 , ISO 27001 and TIA 942 certified	TIA 942 is a guideline. In this case bidder can give undertaking that the processes mentioned under the TIA 942 will be followed.		No change
9	Volume (III)	8	Technical and Functional Specifications	Solution Design:(8.1.2)	The bidder shall provision dedicated infrastructure for hosting the solution. The proposed infrastructures like servers, storage, etc., for BHEL should not be shared with any other customer. However, the core network infrastructure like Core Switches, Firewall, Routers, Load Balancers, Gateway Level Anti-Virus & Anti-Spam infrastructure, Backup infrastructure, Monitoring Tools can be offered on shared basis. The bidder shall ensure that the shared infrastructure does not have any impact on the performance of the proposed mail messaging solution.		As per recommended design as per data center the load balancer should be dedicated for better performance of application.	No change
Queries with respect to Mail Messaging Product								
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	Volume III	9.15	Security Features					

				-- IPSec	IP Sec is a Network related	This is a network feature & not a messaging software feature	Noted. Messaging solution should work on IPSec network.
				-- Encrypted RPC Communication	Request to remove	RPC is proprietary	No change
				-- Point-to-Point Tunneling Protocol (PPTP)	Network Layer	This is a network feature & not a messaging software feature	Noted. Messaging solution should work on PPTP links.
				-- Layer 2 Tunneling Protocol (L2TP)	Network Layer	This is a network feature & not a messaging software feature	Noted. Messaging solution should work on L2TP links.
COMMERCIAL DEVIATION SHEET							
Sr. No.	Page No	Section No	Description	Suggestions by Reliance Communications Ltd			
1	4 of 21	1.9	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.	One time EMD of INR 2,00,000 (INR Two Lakhs Only) is to be submitted by each bidder in the form of Bank Guarantee.			
2	12 of 21	1.12	Interest Liability - In case of any delay in payment due to any reason, Owner shall not pay any interest on delayed payment.	This clause shall be deleted.			
3	16 of 21	2.4.2	a) The bidder should have average annual turnover of more than INR 100 Crores from IT Products & Services for the last 3 years. b) The bidder should have positive net worth for the last 3 financial years.	a) The bidder should have average annual turnover of more than INR 100 Crores for the last 3 years. b) The bidder should have positive net worth in any of the last 3 financial years.			
4	16 of 54	7.2.	7.2. Penalty for SLA Non-Conformance: Maximum Penalty per Month = 20% of total Monthly Rental	7.2. Penalty for SLA Non-Conformance: Maximum Penalty per Month = 5% of total Monthly Rental			
5	16 of 54	7.3.	7.3. Overall Solution Downtime	The Overall Penalty shall not exceed 5% of the Monthly Rental.			
6	16 of 54	7.4.	7.4. Penalty due to non-availability of engineer at DR site				
7	4 of 4	2.4	The payment will be made quarterly in arrears after making adjustments / deductions for any SLA non-performance.	Request BHEL to make the payment quarterly in advance.			

Pre-Bid Queries

Name of the Bidder:		M/s Wipro				
Sr.No.	Volume No. (I/II/III/IV/V/VI)	Section No.	Statement as per Tender Document	Query by Bidder	Reason for Query	BHEL Comments
1	Volume II	2.4	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.	We would like to request amendment of this clause as follows - The Proposed Mail Messaging Solution should be listed in 2012 Gartner- Market Scope for Email Systems with either “Strong Positive”, “Positive” or “Promising” rating.	The latest Gartner Report for Market Scope for Email Systems was published in 2012, post that Gartner Report comes out for Market Scope for Unified Communications from 2013. Hence the latest report for Email Systems was in 2012	No change
2	Volume II	2.4	Trained Manpower - The bidder must have at least following resources on its current pay-roll in India: a) Two (2) solution experts of the proposed Mail Messaging product. b) One (1) trained consultant in business continuity and disaster recovery solution design. c) Two (2) CISSP/CISM certified professionals. d) Two (2) PMP certified professionals. e) Two (2) ITIL V3 certified professionals. Names, CVs and copy of latest salary slips / PF remittance of experts with a copy of valid certificates	We would like to request amendment of this clause as follows - Trained Manpower - The bidder must have at least following resources on its current pay-roll in India: a) Two (2) solution experts of the proposed Mail Messaging product. b) One (1) trained consultant in business continuity and disaster recovery solution design. c) Two (2) CISSP/CISM certified professionals. d) Two (2) PMP certified professionals. e) Two (2) ITIL V3 certified professionals. Tentative CVs and copy of valid certificates (without names) can be submitted. Also Latest Salary Slips / Letter from HR Department should be enclosed for confirming the employment.	There are many engineers who are already deployed on other projects, hence giving accurate names of resources is not possible. However indicative profiles can be submitted, with the assurance that the persons to be deployed shall have similar skillset. Salary Slips/PF remittance of engineers cannot be shared as per HR Norms of Wipro, hence request for deletion of same. However, we can furnish letter from HR Department certifying the finalised resources to be employees of Wipro	No change
3	Volume III	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.	Kindly clarify if The manpower requirement as mentioned at the helpdesk for number of engineers should be provided for entire support period of 5 Years or only for initial 1-2 years post installation	The number of tickets getting raised at helpdesk would normally decrease post 1-2 years of installation, please confirm on whether the bidder shall be required to give manpower for the complete period of 5 years.	Helpdesk manpower required for the Complete Contract period
4	Volume III	7	Resolution Time of Client side FTs (After the problem is reported to Help Desk / FMS Team of Service Provider) - Minimum BHEL Requirement - 4 Hrs	Requesting clarity on FTs. Also request you to kindly allow for more time since the resolution of query is dependent on lot of external factors such as hardware uptime at the sites, bandwidth issues etc.. Kindly keep the Resolution Time to be modified to 1 business day (depending on the availability and uptime of the site)	Need clarity	No change
5	Volume III	9	The system should support secure protocols as follows: -- IP Sec	Is IP Sec VPN need to be provided by Bidder	Please confirm if VPN Services (IPSec VPN) also needs to be provided by the Bidder	no

6	Volume III	9	The system should support secure protocols as follows: -- Point-to-Point Tunneling Protocol (PPTP)	Is the PPTP tunneling to be provided by bidder as part of security	Need clarity	no
7	Volume III	9	The system should support secure protocols as follows: -- Layer 2 Tunneling Protocol (L2TP)	Is the Layer 2 Tunneling be provided by bidder as part of network security	Need clarity	no
8	Volume III	9	The system should support secure protocols as follows: --Encrypted RPC Communication	Request to remove since this is proprietary	Request to remove since this is proprietary	No change
9	Pg 18, Vol II	Clause 1.1	1. If any competitor of BHEL has stake in Bidder's organization. Competitors will be defined as companies working in the same field as that of the product/project line of BHEL and is working in the same territory as that of BHEL.	We would like to request that we cannot control the shareholding of the organization. There might be individuals of bidding organisations, who are having shares in/of your organization. Requesting for more clarity in this clause	We would like to request that we cannot control the shareholding of the organization. There might be individuals of bidding organisations, who are having shares in/of your organization. Requesting for more clarity in this clause	Stake means controlling stake.
10	Pg 18, Vol II	Clause 1.2	Bidders shall use its best efforts to prepare, file and cause to become effective, as promptly as practicable all obligations under this arrangement and to that effect the Parties aforementioned shall act in utmost good faith at all times and are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, Owner will reject a proposal 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.	We would like to request amendment of this clause as follows - Bidders shall use its best efforts to prepare, file and cause to become effective, as promptly as practicable all obligations under this arrangement and to that effect the Parties aforementioned shall act in utmost good faith at all times and are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, Owner will reject a proposal for award if a court of competent jurisdiction or an Independent Monitor appointed by BHEL determines that the Bidder being considered for award has engaged in any objectionable, corrupt, misleading or fraudulent practices in competing for the Contract.	Need clarity	No change
11	Pg 25, Vol II	Clause 1.9	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.	We would like to request that winning bidder should be given an opportunity to have discussions and mutually agree on certain terms and conditions in the overall interest of the contract, employer and bidder. We would like to request amendment of this clause as - 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.	Need clarity	No change

12	Pg 26 Vol II	Clause 1.11	The Owner reserves the right of forfeiture of Security Deposit by the bidder under following circumstances: a. In the event that the successful Bidder fails to sign the Final Contract Agreement within a maximum of 15 calendar days from the date of issue of draft agreement which shall be based on terms and conditions of Tender Document, Addenda and Corrigenda.	We would like to request that winning bidder should be given an opportunity to have discussions and mutually agree on certain terms and conditions in the overall interest of the contract, employer and bidder. We would like to request amendment of this clause as - The Owner reserves the right of forfeiture of Security Deposit by the bidder under following circumstances: a. In the event that the successful Bidder fails to sign the Final Contract Agreement on mutually acceptable terms and conditions within a maximum of 30 15 calendar days from the date of issue of draft agreement which shall be based on terms and conditions of Tender Document, Addenda and Corrigenda	Need clarity	No change
13	Pg 30, Vol II	Clause 2.2	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	We would like to request that bidders should be allowed to bid with deviations. In case if there are any deviations to any critical clauses, the same can be discussed at a later stage and we can arrive at a mutual conclusion.	Need clarity	No change
14	Pg 95, Vol-IV	Clause 2	Completion date of Milestone M5 (refer roll-out plan) will be the commissioning date of the solution from which the quarterly billing (zero date) will be considered. 2.2. Payment shall be made per mailbox per quarter basis. 2.3. 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. 2.4. 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 based on the actual M5 date to the nearest date of the standard Quarter. The payment will be made quarterly in arrears after making adjustments / deductions for any SLA non-performance.	We would like to request that Payment for Hardwares, Software and Licenses - Milestone to start from From the Date of Delivery of Products, Further, we would like to request that All invoices raised shall be payable within 15 days from the date of invoice. All invoices shall be deemed to be accepted unless disputed within 7 days from the date of receipt of invoice. Since there would be a huge cost of finance associated with the payment, to put some check on the timely processing of bills, we would request that if BHEL shall not pay fees and other payments within the stipulated time, the delay should attract interest at 1.5% per month on such amount of fees and payments that have become due.	Need clarity	Not acceptable.
15	Pg 97, Vol V	Clause 1.1	Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender. The Bidder shall submit a No Deviation Certificate as per Annexure-E No Deviation Certificate. The bids with deviation(s) are liable for rejection.	We would like to request that bidders should be allowed to bid with deviations. In case if there are any deviations to any critical clauses, the same can be discussed at a later stage and we can arrive at a mutual conclusion.	Need clarity	No change

16	Pg 97, Vol V	Clause 1.2.5	1.2.5 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	We would like to request that bidders should be allowed to bid with deviations. In case if there are any deviations to any critical clauses, the same can be discussed at a later stage and we can arrive at a mutual conclusion.	Need clarity	No change
17	Pg- 99, Vol- V	Clause 1.6	Any change in service tax or introduction of any new applicable tax in future will be to BHEL's account.	We would like to request the addition of this clause - All fees and other payments shall be exclusive of all applicable taxes except for tax assessed on Service Provider's income. BHEL is responsible for payment of taxes, duties, octroi / entry tax, cesses and any other statutory levies (by whatever name called at the applicable rates from time to time, including any new levies or increase in existing levies) relating to the proposal. However, BHEL will not be responsible for income taxes and wealth taxes that may be payable by Wipro. In case of any new taxes or levies being attracted to the transaction after the date of submission of response by Service Provider or if any existing taxes or levies are changed thereafter, the same shall be borne by the BHEL.	Need clarity	Clause 1.6 to be read as "Any change in service tax or introduction of any new applicable tax in future on Quarterly Rent." Other than service tax, other taxes should be inclusive on costs mentioned in Annexure I Price Bid Format point 1
18	Pg 100, Vol- V	Clause 1.1	The successful bidder shall make all efforts to commission all the services as per the Rollout Plan given in VOL-III Section 2. In case of overall timeframe exceeds 180 days, the successful bidder shall give notice to BHEL in writing of his claim for extension of delivery period. BHEL on receipt of such notice may agree to extend the Schedule for Supply as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended Schedule for Supply is agreed by BHEL in writing, bidder cannot claim the extension of schedule supply time as a matter of right. BHEL shall have the right to either cancel / extend the order validity / levy LD as appropriate after a grace period of maximum 70 days beyond 180 days."For any delay beyond a period of 250 days from the date of award, a penalty equal to 5% of the total contract value will be imposed as LD. This LD will be deducted from the first quarter rental charges and from subsequent quarterly payments if required.	We would like to request for LD should be restricted to maximum of 5% on the undelivered portion.	Need clarity	Not acceptable.
19	Pg 100, Vol V	Clause 1.11	The successful bidder shall complete the installation, commissioning and handover of the solution within 180 days from the date of acceptance (NOA) of order	We would like to request for amendment of clause as - The successful bidder shall complete the installation, commissioning and handover of the solution within 180 days (plus grace period if required / applicable) from the date of signing of contract acceptance (NOA) of order	Need clarity	No change

20	Pg 100, Vol V	Clause 1.12	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 by a sole arbitrator appointed by the administrative head of HEEP, BHEL, Haridwar. At present the designation of the administrative head of BHEL, Haridwar is Executive Director. The seat/place of arbitration shall be New Delhi. The language of arbitration shall be English	We would like to request for amendment of clause as - 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 by a sole arbitrator appointed mutually by the Parties administrative head of HEEP, BHEL, Haridwar. At present the designation of the administrative head of BHEL, Haridwar is Executive Director. The seat/place of arbitration shall be New Delhi. The language of arbitration shall be English	Need clarity	Already covered
21	Pg 103, Vol V	Clause 1.19.1	The Owner shall not pay any costs incurred by the Bidder in giving effect to the suspension order, including under the following: <input type="checkbox"/> necessary because of Force Majeure; or <input type="checkbox"/> necessary for the proper execution of the Work, or any part thereof; or <input type="checkbox"/> necessary because of some negligence, error or other default on the part of the Bidder; or <input type="checkbox"/> necessary for the health or safety of Owner and/or Bidder Personnel, third parties or for the protection of the Work, Owner property or environment; or <input type="checkbox"/> otherwise provided for in the Contract.	We would like to request for amendment of clause as - The Owner shall not pay any costs incurred by the Bidder in giving effect to the suspension order, including under the following: <input type="checkbox"/> necessary because of Force Majeure; or <input type="checkbox"/> necessary for the proper execution of the Work, or any part thereof; or <input type="checkbox"/> necessary because of some negligence, error or other default on the part of the Bidder; or <input type="checkbox"/> necessary for the health or safety of Owner and/or Bidder Personnel, third parties or for the protection of the Work, Owner property or environment; or <input type="checkbox"/> otherwise provided for in the Contract.	Need clarity	No change

22	Pg 103	Clause 1.19.3	<p>In the event of the failure, refusal or inability of the Bidder to perform any part of the Work in accordance with the Contract, the Owner may give notice of default to the Bidder stating the details of such failure. If the Bidder within fifteen (15) calendar days after receipt of such notice does not commence, or having commenced does not continuously proceed with action satisfactory to the Owner to remedy such failure, the Owner may issue a notice of termination by giving 30 days' notice period, without prejudice to any other rights or remedies which the Owner may have under the Contract.</p> <p>If the Owner terminates the Contract then, provided the termination is not in consequence of 1.19.3, 1.19.4 & 1.19.5, or the Owner exercising a specific right to terminate the Contract, prorata compensation will be payable. Compensation will be based on outright purchase cost of (a) DR Hardware (b) Mail Messaging software licenses installed at DR site and client side licenses; and proportionately linked to balance lease</p>	<p>We would like to request for addition of clause as -</p> <p>Termination : Either Party shall have the right to terminate this Agreement at any time:</p> <p>a. without cause and for convenience– on the delivery of ninety (90) calendar days' prior written notice to the other Party.</p> <p>b. with cause – in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days (or fifteen (15) days in the event of non-payment by the Customer).</p> <p>In the event of termination by Customer, the Service Provider shall be paid for the: 1. Goods delivered;2. Services rendered;3. Work in progress;4. Unpaid AMCs/ Services;5. Third party orders in pipeline which cannot be cancelled despite Bidder's best efforts;6. Unrecovered investments shall be paid by customer as per termination schedule till the date of termination.</p> <p>Upon expiration or termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective Parties; and all amounts due to Service Provider (including any agreed upon demobilization and transitioning charges, plus fees for the applicable notice period irrespective of whether Customer requires Service Provider's services during such period)up to the effective date of termination shall be immediately payable. There shall be no charges for termination of orders or for Services not yet provided and Service Provider shall not be held liable for the same</p>	Need clarity	Not acceptable.
23	Pg 104 Vol V	Clause 1.19.7	<p>If the Owner terminates the Contract then, provided the termination is not in consequence of 1.19.3, 1.19.4 & 1.19.5, or the Owner exercising a specific right to terminate the Contract, prorata compensation will be payable. Compensation will be based on outright purchase cost of (a) DR Hardware (b) Mail Messaging software licenses installed at DR site and client side licenses; and proportionately linked to balance lease period.</p> <p>In such an event, ownership of the DR shall be transferred to BHEL.</p>	<p>We would like to request for amendment of clause as -</p> <p>If the Owner terminates the Contract then, provided the termination is not in consequence of 1.19.3, 1.19.4 & 1.19.5, or the Owner exercising a specific right to terminate the Contract, prorata compensation will be payable. Compensation will be based on outright purchase cost of (a) DR Hardware (b) Mail Messaging software licenses installed at DR site and client side licenses; and proportionately linked to balance lease period.</p> <p>In such an event, ownership of the DR shall be transferred to BHEL</p>	Need clarity	No change
24	Pg 107, Vol V	Clause 1.26.5	<p>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.</p>	<p>We would like to request for amendment of clause as -</p> <p>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.</p>	Need clarity	Not acceptable.

25	Pg 108, Vol-V	Clause 1.27	In no event shall either of the Parties be liable for any indirect, incidental or consequential damages or liability. The cumulative liability of the bidder for all damages or other amounts arising in connection with this Contract shall be limited to Total Contract value . 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 or any other claim, loss or damages that cannot be limited as per Indian Laws, including the IT Act in vogue	We would like to request for amendment of clause as - Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits business and for any claims of any third party claiming through Service Provider) that may arise out of or result from this Agreement. The aggregate liability of Service Provider under this Agreement, shall not exceed the fees received by Service Provider under this Agreement during the three months preceding the date of such claim.	Need clarity	Not acceptable.
26	Pg 4, Vol-V	Clause 1.4	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)	We would like to request that Neither party shall, without the prior written approval of the other party, disclose the other Party's designated confidential information, and shall take all necessary steps to ensure that its employees, agents and sub-Service Providers do not disclose the other party's confidential information. The confidentiality obligation of Customer and Service Provider shall continue for one (1) year after the expiry/ termination of this Agreement	Need clarity	No change
27	Pg 103	Clause 1.18	Modifications of the terms and conditions of this contract, including any modification of the 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.	We would like to request for amendment of clause as - Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Service Provider will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Service Provider shall not be bound to perform any additional services.	Need clarity	No change
28	Pg 117, Vol V		No Deviation Certificate	We would like to request that bidders should be allowed to bid with deviations. In case if there are any deviations to any critical clauses, the same can be discussed at a later stage and we can arrive at a mutual conclusion.	Need clarity	No change
29	Pg 98, Vol V	Clause 1.3.5.3	Bidder / personnel deputed by bidder shall sign Non-Disclosure Agreement (NDA) in the specified format of owner	We would like to request BHEL to share the NDA format with bidders beforehand for their legal review.	Need clarity	NDA format is included in RFP as Annexure-M.
30	Pg 101, Vol-V	Cl No-1.13	Other than DC facility, the bidder shall not subcontract / sub let the services to any third party for the entire contract period.	We would like to request for amendment of clause as - Service Provider may subcontract or permit anyone other than Service Provider personnel to render the services or any part thereof under this Agreement or any Statement of Work issued hereunder, provided however that Service Provider shall be responsible for the performance of the sub-contractor and agents so appointed.	Need clarity	No change

31	New Clause	New Clause		We would like to request for addition of clause as - Any variation in statutory levies/taxes within the contractual delivery period shall be to BHEL's account & beyond contractual delivery period, upward variation shall be to Supplier's account.	Need clarity	Clause 1.6 to be read as "Any change in service tax or introduction of any new applicable tax in future on Quarterly Rent". Other than service tax, other taxes should be inclusive on costs mentioned in Annexure I Price Bid Format point 1
32	New Clause			We would like to request for addition of clause as - During the term of this Agreement and for a period of one year thereafter Customer shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Service Provider, without the prior written consent thereof from Service Provider. Thus, the Customer agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Service Provider at law or in equity	Need clarity	Not acceptable.
33	New Clause			We would like to request for addition of clause as - Customer shall be responsible for timely site readiness. Customer agrees that Service Provider shall not be in any manner liable for any delay arising out of Customer's failure to make the site ready within the stipulated period.	Need clarity	Not acceptable.
34	New Clause	19		We would like to request for addition of clause as - Any equipment supplied or services provided by Service Provider shall be deemed to have been accepted by Customer if Customer puts such equipment, services to use in its business or does not communicate its disapproval of the same together with reasons for such disapproval within 10 days from the date of receipt of such equipment or delivery of the services.	Need clarity	Not acceptable.
35	Pg 101, Vol-V	Cl- 1.15	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. 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.	We would like to request for addition of clause as - In such a situation the affected party shall promptly notify the other Party of the event and both parties shall discuss the course of action to be taken afterwards.	Need clarity	The same is covered in RFP clause 1.15.3 (Force Majeure)

36	Pg 100, Vol-V	Cl-1.12	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 by a sole arbitrator appointed by the administrative head of HEEP, BHEL, Haridwar. At present the designation of the administrative head of BHEL, Haridwar is Executive Director. The seat/place of arbitration shall be New Delhi. The language of arbitration shall be English.	We would like to request for addition of clause as - If any dispute or difference arises out of or relates to this Agreement and such dispute or differences cannot be resolved by the Parties, either Party shall, within thirty (30) days from the occurrence or failure to reach consensus, give the other Party notice in writing of the existence of such a dispute, specifying its nature and the issue and the Parties shall proceed to resolve such matter by arbitration; The arbitration proceedings shall be held in Bangalore. The decision of the arbitrator(s) shall be final and binding.	Need clarity	Already covered
37	Pg 53, Vol- III	CL No- 7.2	Penalties will be calculated on monthly basis and deducted from the quarterly payments. Maximum Penalty per Month = 20% of total Monthly Rental	We would like to request for addition of clause as - The aggregate penalty that can be deducted in the respective quarter or Month shall be restricted to a maximum of 5% of the service charges payable to Service Provider for that quarter. The overall maximum penalty, if any that can be imposed on Wipro under this Agreement shall not exceed 10% of the Annualized Contract Value.	Need clarity	Not acceptable.
38	Pg 101, Vol-V	Clause 1.14	In case the bidder withdraws the offer submitted by him/ her after it is accepted by the Owner and fails to supply the goods and services as per the Terms & Conditions of the Contract, or at any time during the Contract Period repudiates the Contract wholly or in part, the Owner shall be at liberty to cancel the Notification of Award (NOA) and to recover from the Bidder the extra cost and the other loss incidentals due to the breach of Contract on the part of the Bidder apart from forfeiture of SD(s). Prior to invoking Risk Purchase clause, notice period of Thirty (30) days and cure period of Thirty (30) days will be offered to the Bidder. Risk Purchase should be applicable up to completion of full contract period i.e. rollout plus rental period of 5 years from M5 completion.	We would like to request for addition of clause as - If still the default continues even after the expiry of the cure period the Buyer shall have the right to invoke this clause. Provided further that the aggregate liability on account of the invocation of this clause shall be restricted to 10% of the charges which otherwise would have been payable to the Seller had this clause not been invoked.	Need clarity	Not acceptable.
39	New Clause	New Clause		We would like to request for addition of clause as - Excepting a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Service Provider to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Service Provider's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Service Provider's profitability or other such financial data.	Need clarity	Not acceptable.

40	New Clause	New Clause		We would like to request for addition of clause as - Service Provider's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Service Provider's non-performance is caused by Customer's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement	Need clarity	Not acceptable.
41	New Clause	New Clause		We would like to request for addition of clause as - Each Party owns, and will continue to own all right, title and interest in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner.	Need clarity	<i>Already covered</i>
42	New Clause	New Clause		We would like to request for addition of clause as - Except for the warranties expressly provided herein, Wipro hereby excludes and disclaims all warranties, conditions or statements, whether express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or that the Deliverables will be error free.	Need clarity	Not acceptable.

Pre-Bid Queries

Name of the Bidder:

M/s Lauren

S. No.		Section No	Clause no.	Page No	Statement of deviation and variation	Declaration	BHEL Comments
1	2.4 Pre-Qualification Criteria	2.4.2 Bidder / System Integrator / Implementation Partner	2.Financial Parameters	Page 16	a) The bidder should have average annual turnover of more than INR 100 Crores from IT Products & Services for the last 3 years. b) The bidder should have positive net worth for the last 3 financial years	i) Turnover of at least Rs. 50 Crore (Rupees Fifty Crore) for each of the Financial Years 2012-13, 2013-14 and 2014-15. ii). As per the tender document you asked turnover for last three financial year so, can we submit 2012-13, 2013-14, 2014-15	No Change
2	2.4 Pre-Qualification Criteria	2.4.2 Bidder / System Integrator / Implementation Partner	7.Certifications	Page 18	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)	kindly consider only ISO 9001:2008 certifications	No Change
3	2.4 Pre-Qualification Criteria	2.4.2 Bidder / System Integrator / Implementation Partner	8.Trained Manpower	Page 18	The bidder must have at least following resources on its current pay-roll in India: a) Two (2) solution experts of the proposed Mail Messaging product. b) One (1) trained consultant in business continuity and disaster recovery solution design. c) Two (2) CISSP/CISM certified professionals. d) Two (2) PMP certified professionals. e) Two (2) ITIL V3 certified professionals.	Kindly consider Two (2) solution experts of the proposed Mail Messaging product. and Two (2) ITIL V3 certified professionals. Keep below points are in options. c) Two (2) CISSP/CISM certified professionals. d) Two (2) PMP certified professionals.	No Change

Pre-Bid Queries

Name of the Bidder:

M/s IBM

Page No.	Clause	Sl. No.	Clause	Description	To consider	BHEL Comments
16	2.4.2	4	Experience in providing hosted messaging solution in India	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>The bidder/OEM must have provided or must have been providing satisfactory hosted Mail Messaging solution services for at least one year (as on date of bid submission) in India/Global during last 7 years for a customer with at least 5000 mail users in a single order. (or)</p> <p>The bidder or its Data Center partner must have provided or must have been providing satisfactory hosted Mail Messaging solution services for at least one year (as on date of bid submission) in India/Global during last 7 years for a customer with at least 5000 mail users in a single order. (or)</p> <p>The bidder must have provided or must have been providing satisfactory hosted Mail Messaging solution services for at least one year (as on date of bid submission) in India/Global during last 7 years for a customer with at least 2600 mail users in a single order.</p>	No Change