

Summary of Changes in RFP

SI	Vol / Section	Sub Section	Clause No. in Original RFP	Page No. of RFP	Clause Description	Vol / Section	Sub Section	Clause No. in New RFP	Page No.	Amended Clause Description	Change	Reason for Change
1	Vol-I	BHEL's Requirement	1.3.1, clause (h)	14	Advanced features like calendar sharing, tasks assignment, shared folder, presence, contact synchronization with mobile, etc., to be incorporated.	Vol-I	BHEL's Requirement	1.3.1, clause (h)	15	Advanced features like calendar sharing, tasks assignment, shared folder, contact synchronization with mobile, etc., to be incorporated.	Presence feature deleted.	This feature is required only in case Unified Communications is implemented. As Unified Communications is not part of this solution, this feature is not required.
2	Vol-III	Scope of Work (Helpdesk)	1.14	40	The bidder shall establish a dedicated Helpdesk for BHEL at its DC for round-the-clock monitoring, call logging and support to entire BHEL as per requirements specified in Helpdesk section of the Tender. The bidder shall also deploy one engineer (subject to acceptance of profile by BHEL) at DR centre to manage the DR setup. The engineer should be available from 8 AM to 5 PM on all working days of BHEL. However, he may also be required to be at site on call basis including all Holidays.	Vol-III	Scope of Work (Helpdesk)	1.14	40	The bidder shall establish a dedicated Helpdesk for BHEL at its premises for round-the-clock monitoring, call logging and support to entire BHEL as per requirements specified in Helpdesk section of the Tender. The bidder shall also deploy one engineer (subject to acceptance of profile by BHEL) at DR centre to manage the DR setup. The engineer should be available from 8 AM to 5 PM on all working days of BHEL. However, he may also be required to be at site on call basis including all Holidays.	Instead of DC, helpdesk at bidder's premises.	Helpdesk does not need to be mandatorily at the DC. Can be at any place of the bidder.
3	Vol-III	Helpdesk & Facilities Management Services:	3.1	42	The successful bidder shall implement a dedicated centralized Helpdesk at its own datacenter for BHEL for post implementation support and service delivery.	Vol-III	Helpdesk & Facilities Management Services:	3.1	42	The successful bidder shall implement a dedicated centralized Helpdesk at its own premises for BHEL for post implementation support and service delivery.	Instead of DC, helpdesk at bidder's premises.	Helpdesk does not need to be mandatorily at the DC. Can be at any place of the bidder.

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4	Vol-V	Liquidity Damages (LD)	1.10	98	Any delay by the successful bidder in the commissioning of all the services as per the Roll-out Plan given in VOL-III Section 2 shall make the successful bidder liable to any or all of the following: Imposition of penalty: BHEL shall, without prejudice to its other remedies under the contract, deduct a sum equivalent to the 0.5% of the total contract value for every week (seven days) or part thereof of delay, up to maximum deduction of 5% of the total contract value. • Termination of the contract for default & forfeiture of SO.	Vol-V	Liquidated Damages for Late Delivery (LD)	1.10	100	The successful bidder shall make all efforts to commission all the services as per the Roll-out Plan given in VOL-III Section 2. In case of overall timeframe exceeds 180 days, the successful bidder shall give notice to BHEL in writing of his claim for extension of delivery period. BHEL on receipt of such notice may agree to extend the Schedule for Supply as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended Schedule for Supply is agreed by BHEL in writing, bidder cannot claim the extension of schedule supply time as a matter of right. BHEL shall have the right to either cancel / extend the order validity / levy LD as appropriate after a grace period of maximum 70 days beyond 180 days.” For any delay beyond a period	A grace period of 10 weeks has been added for imposing LD. However, after expiry of grace period if delivery is not complete, flat 5% will be deducted.	Many of the prospective bidders opined that delivery period of 180 days is not enough for roll-out of the project. Therefore, relaxtaion in terms of grace period has been given, however, the penalty has been made flat 5% after the grace period so that it acts as a deterence for any further delay.
5	Vol-III	Manpower Deployment During Implementation Period	6	47In addition to the above, one or two engineers may be needed to be deployed at other smaller locations like (ROD Mumbai, ROD Chennai, R&D Hyderabad, CSU Jagdishpur, ISG Bangalore, etc) for a period of 15 days each. The engineers shall stay at these BHEL locations upto 15 days after the Go-Live.	Vol-III	Manpower Deployment During Implementation Period	6	48In addition to the above, one or two engineers may be needed to be deployed at other smaller locations like (ROD Mumbai, ROD Chennai, R&D Hyderabad, CSU Jagdishpur, ISG Bangalore, etc) for a period of 15 days each. The engineers shall stay at these BHEL locations upto 15 days after the successful migration.	15 days from Go-Live to 15 days from successful migration. (To be modified)	Engineers will be needed at the units during migration (when activity will be going on at the location) and immediately after migration to check and fix any discrepancies.
6	Vol-III	Service Level Agreement (SLA)	7	48	Resolution Time of Client side FTs (After the problem is reported to Help Desk / FMS Team of Service Provider) --- -- 3 Hours	Vol-III	Service Level Agreement (SLA)	7	49	Resolution Time of Client side FTs (After the problem is reported to Help Desk / FMS Team of Service Provider) ----- 4 Hours	Resolution time of client side FTs changed from 3 hours to 4 hours.	It was felt that 3 hours is not enough to resolve the problem at the client end.

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7	Vol-III	Service Level Agreement (SLA)	7	49	Maximum Application Response time --- 80ms	Vol-III	Service Level Agreement (SLA)	7	49	Maximum Application Response time --- 120ms	Max. application response time changed from 80ms to 120ms	As the latency on network itself is about 60 - 90 ms, therefore application response will be higher than 90ms.																																																																														
8	Vol-III	Service Level Agreement (SLA)	7	49	Maximum Application Response Time should not be more than 80 ms. In case it is felt that the application response time is not proper,	Vol-III	Service Level Agreement (SLA)	7	50	Maximum Application Response Time should not be more than 120 ms. In case it is felt that the application response time is not proper	Max. application response time changed from 80ms to 120ms	As the latency on network itself is about 60 - 90 ms, therefore application response will be higher than 90ms.																																																																														
9	Vol-III	Penalty for SLA Non-Conformance:	7.2	50	<table border="0"> <thead> <tr> <th>Uptime % (per month)</th> <th colspan="2">% Deduction</th> </tr> <tr> <td></td> <th>P1</th> <th>P2</th> </tr> </thead> <tbody> <tr> <td>99.9%</td> <td>0</td> <td>0</td> </tr> <tr> <td>99.9% to 99.5%</td> <td>2%</td> <td></td> </tr> <tr> <td>1%</td> <td></td> <td></td> </tr> <tr> <td><=99.5% to 99%</td> <td>3%</td> <td></td> </tr> <tr> <td>2%</td> <td></td> <td></td> </tr> <tr> <td><=99% to 98.5%</td> <td>5%</td> <td></td> </tr> <tr> <td>3%</td> <td></td> <td></td> </tr> <tr> <td><=98.5% to 98%</td> <td>10%</td> <td></td> </tr> <tr> <td>5%</td> <td></td> <td></td> </tr> <tr> <td><=98.0%</td> <td>20%</td> <td></td> </tr> <tr> <td>10%</td> <td></td> <td></td> </tr> </tbody> </table>	Uptime % (per month)	% Deduction			P1	P2	99.9%	0	0	99.9% to 99.5%	2%		1%			<=99.5% to 99%	3%		2%			<=99% to 98.5%	5%		3%			<=98.5% to 98%	10%		5%			<=98.0%	20%		10%			Vol-III	Penalty for SLA Non-Conformance:	7.2	51	<table border="0"> <thead> <tr> <th>Uptime % (per month)</th> <th colspan="2">% Deduction</th> </tr> <tr> <td></td> <th>P1</th> <th>P2</th> </tr> </thead> <tbody> <tr> <td>99.9%</td> <td>0</td> <td>0</td> </tr> <tr> <td>99.9% to 99.5%</td> <td>2%</td> <td></td> </tr> <tr> <td>1%</td> <td></td> <td></td> </tr> <tr> <td><=99.5% to 99%</td> <td>3%</td> <td></td> </tr> <tr> <td>2%</td> <td></td> <td></td> </tr> <tr> <td><=99% to 98.5%</td> <td>5%</td> <td></td> </tr> <tr> <td>3%</td> <td></td> <td></td> </tr> <tr> <td><=98.5% to 98%</td> <td>10%</td> <td></td> </tr> <tr> <td>5%</td> <td></td> <td></td> </tr> <tr> <td><=98.0%</td> <td>20%</td> <td></td> </tr> <tr> <td>10%</td> <td></td> <td></td> </tr> </tbody> </table>	Uptime % (per month)	% Deduction			P1	P2	99.9%	0	0	99.9% to 99.5%	2%		1%			<=99.5% to 99%	3%		2%			<=99% to 98.5%	5%		3%			<=98.5% to 98%	10%		5%			<=98.0%	20%		10%			Deductions under various slabs under P1 & P2 SLA parameters has been changed and capped at 10% & 5% respectively.	Max SLA under P1 & P2 have been reduced to decrease the possibility of price loading by the bidders for higher SLA deductions.
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11	Vol-III	Penalty for SLA Non-Conformance:	7.2	51 & 52	<p>Calculation of P4 (long outage at DC): When the application has been switched over to DR and is running successfully, no penalty (under P4) will be imposed up to 4 days from the date of switchover.</p> <table border="0"> <tr> <td>DC Downtime</td> <td>DR Downtime</td> </tr> <tr> <td>% Deduction</td> <td>(in Days)</td> </tr> <tr> <td>(in Days)</td> <td>(in Days)</td> </tr> <tr> <td>(Per Day)</td> <td></td> </tr> <tr> <td>> 4 days</td> <td>>7 days</td> </tr> <tr> <td>1%</td> <td></td> </tr> </table>	DC Downtime	DR Downtime	% Deduction	(in Days)	(in Days)	(in Days)	(Per Day)		> 4 days	>7 days	1%		Vol-III	Penalty for SLA Non-Conformance:	7.2	52 & 53	<p>When the application has been switched over to DR and is running successfully, no penalty (under P4) will be imposed up to 4 days from the date of switchover. However, after 4 days, penalty under P4 due to long outage at DC will be imposed as per following: P4(A)</p> <table border="0"> <tr> <td>DC Downtime</td> <td>%</td> </tr> <tr> <td>Deduction (Per Day</td> <td></td> </tr> <tr> <td>(in Days)</td> <td></td> </tr> <tr> <td>after 4 days) Per month</td> <td></td> </tr> <tr> <td>> 4 days</td> <td></td> </tr> <tr> <td>1%</td> <td></td> </tr> </table> <p>Similarly if there is long outage at DR, no penalty under P4 will be imposed till 7 days. However, after 7 days the penalty will be imposed as per following: P4(B)</p>	DC Downtime	%	Deduction (Per Day		(in Days)		after 4 days) Per month		> 4 days		1%		Long outage at DC and DR has been mentioned separately to make it more clear.	For the purpose of bringing more more clarity in the clause.
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12	Vol-III	Penalty for SLA Non-Conformance:	7.2	52	Maximum Penalty per Quarter = 50% of total Rental Per Quarter.	Vol-III	Penalty for SLA Non-Conformance:	7.2	53	Maximum Penalty per Month = 20% of total Monthly Rental	Overall SLA Penalty has been capped at 20% per month that to 50% per quarter as earlier.	This has been done in order to rationalize the SLA so that it is neither too lax nor too strict. Further, it will reduce the possibility of price loading by the prospective bidders.																								

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13	Vol-III	Overall Solution Downtime	7.3	52	The Service provider shall ensure that mail services at DC & DR are not down simultaneously for more than 24 hours, for reasons not attributable to BHEL or Force Majeure. In such a scenario, in addition to the penalties as per SLA parameters stated above, BHEL reserves the right to forfeit the SD(s).	Vol-III	Overall Solution Downtime	7.3	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 % Deduction of Overall (Continuous or Aggregate) Rentals Per Month > 24 hrs <= 48hrs 25 > 48 hrs <= 96hrs 50 > 96 hrs <= 192hrs 75 > 192hrs	New addition	This has been added so that there is a deterrence in the contract for the vendor against keeping the overall solution down for a long time.
14	Vol-III	Technical and Functional Requirements:	8.14	53	All the components of the solution like mail servers, gateway servers, storage, security systems / devices like Antivirus & Anti-Spam, Backup & Archiving systems, etc., should be capable to cater to 32000 users and should be scalable to 46000 users in terms of load, performance and response. This should be verifiable from the brochures, datasheets, performance benchmarks, etc., of these components.	Vol-III	Technical and Functional Requirements:	8.14	54	All the components of the solution like mail servers, gateway servers, storage, security systems / devices like Antivirus & Anti-Spam, Backup & Archiving systems, etc., should be capable to cater to 30000 users and should be scalable to 36000 users in terms of load, performance and response. This should be verifiable from the brochures, datasheets, performance benchmarks, etc., of these components.	Requirement has been changed to 30000 from 32000 earlier, and scalability to 36000 instead of 46000 earlier.	This has been done in view of the approval received for only 30000 users with 20% variation.

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15	Vol-III	Mailbox Requirements:	8.2.1.	53	The present requirement is for 32000 mailboxes which may increase in a phased mahner to 46000 over next 5 years. The minimum commitment is for 32000 mailboxes.	Vol-III	Mailbox Requirements:	8.2	55	The present requirement is for 30000 mailboxes which may increase in a	Requirement has been changed to 30000 from 32000 earlier, and scalability to 36000 instead of 46000 earlier.	This has been done in view of the approval received for only 30000 users with 20% variation.
16	Vol-III	Connectivity	8.6.4	57	Bidder shall calculate and propose the required MPLS link bandwidth to be terminated at bidder's datacenter and provided by BHEL. Complete bandwidth calculation should be enclosed as part of the technical response detailing the methodology of the calculation. BHEL will initially make available 32 Mbps MPLS link at the DC.	Vol-III	Connectivity	8.6.4	58	For 30000 users, BHEL will provide two numbers of 48 Mbps MPLS links (one primary & other for redundancy) at the DC. One MPLS link of 32Mbps will be made available at DR at Haridwar.	MPLS bandwidth has been specified as 48Mbps instead of 32Mbps earlier.	This has been done so that there is no ambiguity and all the bidders can be brought on same level.

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17	Vol-III	Compliance Archiving	8.10	59	The proposed solution should provide a robust and secure archiving mechanism wherein a copy of each and every incoming & outgoing mails into and from "bheLin" domain is maintained from the Go-Live date of mail-boxes at each milestone as mentioned in roll-out plan till the date of contract expiry for the purpose of compliance and audit. The solution should provide the functionality of search of the archived mails based on email id, domain name, subject, attachment type, content type, etc. Whenever requested by BHEL, the successful bidder should be in a position to allow access to the mail data for the purpose of e-discovery and downloading by the designated BHEL team and its auditors. Access to archived mails should be	Vol-III	Compliance Archiving	8.10	60 & 61	The proposed solution should provide a robust and secure archiving mechanism wherein a copy of each and every incoming & outgoing mails into and from "bhel.in" domain is maintained from the Go-Live date of mail-boxes at each milestone as mentioned in roll-out plan till the date of contract expiry for the purpose of compliance and audit. The solution should provide the functionality of search of the archived mails based on email id, domain name, subject, attachment type, content type, etc. Page 24 of 54 Whenever requested by BHEL, the successful bidder should be in a position to allow access to the mail data for the purpose of e-discovery and downloading by the designated BHEL team and its auditors. Instant search at any time for last 6 months	The sentence "Instant search at any time for last 6 months should be available." has been added.	To reduce load on the "Compliance Archiving" solution and to bring more clarity in the clause.
18	Vol-III	Disaster Recovery Solution:	8.13.2	60	The DR site will be hosted within BHEL at Haridwar Unit.	Vol-III	Disaster Recovery Solution:	8.13.2	62	The DR site will be hosted within BHEL at Haridwar Unit. Floorspace for 3 racks, Power, AC & UTP network connectivity will be made available by BHEL at DR site.	The line "Floorspace for 3 racks, Power, AC & UTP network connectivity will be made available by BHEL at DR site." has been added.	Due to request from bidders to clarify what services/infrastructure will be made available by BHEL at the DR site.
19	Vol-III	Others:	8.14			Vol-III	Others:	8.14.20	65	During validity period of the contract, BHEL may ask for one version upgrade of the mail messaging solution at no additional cost to BHEL.	New clause added.	This has been added so that BHEL may will have the option of going for the latest version of the software with better features, and the solution is uptodate.

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20	Vol-III	Storage Requirement:	8.4.4	55 & 56	The SAN Storage proposed for mail storage should have sufficient IOPS for proper response & performance of the proposed mail messaging solution and user base. The OEM of the mail messaging solution shall specify the IOPS required and also certify that the IOPS provided by the SAN Storage are sufficient for the proposed mail messaging solution.	Vol-III	Storage Requirement:	8.4.4	57	The SAN Storage proposed for mail storage should have sufficient IOPS for proper response & performance of the proposed mail messaging solution and user base. The OEM of SAN Storage to certify that the IOPS requirement will be met by the proposed SAN storage solution.	The OEM of the SAN storage will certify on IOPs provided by the SAN.	The OEM of the mail solution will specify the IOPs required whereas only SAN OEM can certify how many IOPs the SAN storage will provide.
21	Vol-III	Backup & Restoration Solution:	8.5.1	56		Vol-III	Backup & Restoration Solution:	8.5.1 (8.5.1.4 added)	57	Monthly full backups to be retained for 12 months.	New clause added.	Required as per BHEL's backup policy requirements.
22	Vol-III	Message Store	9.18.5.	79	Should support recovery of deleted mailbox for a specified period of time.	Vol-III	Message Store	9.18.5.	81	Should support recovery of deleted mailbox for a specified period of time. Mailbox of deactivated accounts should be retained for one month on mailbox servers.	The line "Mailbox of deactivated accounts should be retained for one month on mailbox servers." has been added.	One month is sufficient time incase any deleted mailbox needs to be activated
23	Vol-III	Message Store	9.18.6.	79	The message store should support retention and recovery of mails even after they are deleted from the messaging client's "Deleted Items" folder, and should provide options of deleting the retained mails after the store has been backed up.	Vol-III	Message Store	9.18.6.	81	The message store should support retention and recovery of mails even after they are deleted from the messaging client's "Deleted Items" folder within 24 hours, and should provide options of deleting the retained mails after the store has been backed up.	Time period of "24 hours" has been specified for retaining the deleted mails from "Deleted Items"	To bring more clarity in the requirement.
24	Vol-V	Taxes	1.6	99	Any change in Service tax during the validity period of the contract shall be to BHEL's account.	Vol-V	Taxes	1.6	99	Any change in service tax or introduction of any new applicable tax in future will be to BHEL's account.	"introduction of any new applicable tax in future" has been added.	Added on request by prospective bidders in pre-bid meeting and agreed by tender-cum-technical committee.
25	Vol-V	Sub-Contracting	1.13	99	The Bidder shall not assign this Contract or sub-contract any portion or portions of the Contract.	Vol-V	Sub-Contracting	1.13	101	Other than DC facility, the bidder shall not subcontract / sub let the services to any third party	DC facility can be sub-contracted.	DC facility service providers are normally different that mail messaging service providers, and most of the mail meesaging service providers hire these services from DC service providers.

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26	Vol-V	Risk Purchase	1.14	99Prior to invoking Risk Purchase clause, notice period of Fifteen (15) days and cure period of Thirty (30) days will be offered to the Bidder.....	Vol-V	Risk Purchase	1.14	101Prior to invoking Risk Purchase clause, notice period of Thirty (30) days and cure period of Thirty (30) days will be offered to the Bidder.....	Notice period has been increased to 30 days from 15 days earlier.	Most of the bidders in the pre-bid meeting requested that notice period of 15 days was not sufficient and should be increased to at least 30 days. The tender-cum-technical committee found the request reasonable and agreed to the same.
27	Vol-V	Submission of invoice	1.26.3.2	105	If the Owner disputes any item on any invoice in whole or in part and or charges claimed for uncertified works or if the invoice is prepared or submitted incorrectly in any respect, the Owner shall pay only the undisputed portion of a disputed invoice.	Vol-V	Submission of invoice	1.26.3.2	107	If the Owner disputes any item on any invoice in whole or in part (within 15 days of receipt of invoice) and or charges claimed for uncertified works or if the invoice is prepared or submitted incorrectly in any respect, the Owner shall pay only the undisputed portion of a disputed invoice.	The words "(within 15 days of receipt of invoice" have been inserted.	As requested by most of the bidders in the pre-bid and agreed by BHEL to avoid any undue delay in processing the payment.
28		Annexure K	S. No. 3 of Annexure K	136	Data Centre facility uptime (power, cooling, physical security) should be 99.99%		Annexure K	Clause no. 3 of Annexure K	139	Data Centre facility uptime (power, cooling, physical security) should be 99.982 %	Uptime has been reduced from 99.99% to 99.982%	As per Uptime institute, Tier-III data centre uptime is only 99.982%
29	Vol-II	Pre-Qualification Criteria (2.4.1 Mail Messaging Solution OEM)	SNo. 3 (Roadmap)	31	The proposed Mail Messaging Product must have a published declared Road Map upto at least 31 st March 2017.	Vol-II	Pre-Qualification Criteria (2.4.1 Mail Messaging Solution OEM)	SNo. 3 (Roadmap)	31	The proposed Mail Messaging Product must have a published declared Road Map upto at least 31st March 2018.	The roadmap date has been changed from 31st March 2017 to 31st March 2018.	Due to delay in the tender processing. The roadmap must be for about 3 years.

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30	Vol-II	Pre-Qualification Criteria (2.4.2 Bidder / System Integrator / Implementation Partner)	SNo. 3 (Implementation Experience in India)	32	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 16000 mail users in a single order.	Vol-II	Pre-Qualification Criteria (2.4.2 Bidder / System Integrator / Implementation Partner)	SNo. 3 (Implementation Experience)	32	<p>The bidder must have successfully implemented the proposed Mail Messaging Product Series in India / Global during the last 7 years for a customer with at least 15000 mail users.</p> <p>In case of global experience of 15000 users, the bidder must have additionally successfully implemented the proposed mail messaging solution in India during the last 7 years for a customer with at least 10000 mail users.</p>	<p>No. of users has been reduced from 16000 to 15000.</p> <p>Global experience has also been included. But those who have global experience of 15000 users, they must have additionally have 10000 users in India.</p> <p>Further, instead of single order, it has to be single customer under the same solution.</p>	<p>No. of users has been reduced from 16000 to 15000 as the total no. of email ids has reduced from 32000 to 30000 and same proportion has been maintained.</p> <p>There may be many Indian companies who have done large global projects and have the requisite expertise, but in India they have less experience. But, such companies should have at least 10000 user experience in India to ascertain that they have large team of experienced professionals based in India who can be deployed on BHEL's project.</p> <p>Instead of single order, single customer under same solution has been done as it has been observed that normally many companies implement such solution in phases. Restricting it to single order may restrict the competition.</p>
31	Vol-II	Evaluation Process	2.5.3	36		Vol-II	Evaluation Process	2.5.3	36	<p>Bidder has to quote for all the items in the Price Bid (Annexure I). Prices of any optional item, if any, shall not be considered for price evaluation.</p> <p>The comparative statement for selecting the L1 vendor shall be made by "Total Price for Evaluation" (Z) of Price Bid (Annexure I)</p> <p>The final L1 will be decided based on lowest total cost to BHEL.</p>	New addition	To bring clarity on Evaluation Process

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32	Vol-II	Security Deposit (SD)	1.11 (Sno. 3)	27	Security deposit shall not be refunded to the Successful bidder except in accordance with the terms of the Contract i.e. successful commissioning of the complete solution.	Vol-II	Security Deposit (SD)	1.11 (Sno. 3)	27	Security deposit shall not be refunded to the Successful bidder except in accordance with the terms of the Contract i.e. successful commissioning of the complete solution.	New addition	Added, to bring clarity on refund of SD
33	Vol-III	Others	8.14.12.	63	Previous version: The Mail Messaging licenses shall be in BHEL's name. Note: BHEL shall retain the DR Hardware and all the software licenses upon Final Completion / Termination / Suspension of the contract. Amount payable under VOL-V, clause 1.19.7 will be made only after the bidder hands over clear ownership of DR equipment and all licenses.	Vol-III	Others	8.14.12.	64	8.14.12. The Mail Messaging licenses shall be in BHEL's name. Note: BHEL shall retain all the mail messaging software licenses upon Final Completion / Termination / Suspension of the contract. Amount payable under VOL-V, clause 1.19.7 will be made only after the bidder hands over clear ownership of licenses.	BHEL will not retain DR hardware on termination.	To make it in line with the approval note.
34	Vol-V	Amounts payable on Termination	1.19.7	103	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 the Bidder shall be paid equivalent to 50% of the balance contract revenue. Eg., if the last quarterly rental value paid is Rs A, the balance quarters are B, the termination amount payable will be Rs. (AxB)/2.	Vol-V	Amounts payable on Termination	1.19.7	104	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.	The termination charges will be derived from outright charges on pro-rata basis.	There was general request from all the bidders to make it more clear and reasonable.

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35	Vol-IV	Payment Schedule	2.6	93	The payment will be made quarterly in arrears after making adjustments / deductions for any SLA non-performance. All Payments shall be made only after the Bidder has raised invoices along with necessary documents / reports (BHEL unit-wise) and subsequent certification of each unit and making deductions due to penalties and statutory recoveries (like TDS etc.) by BHEL.	Vol-IV	Payment Schedule	2.6	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.	Payment will be made from Corporate Office	Change was required for service tax credit reasons.
36	Annexure -I Annexure -IA Annexure -IB	Price Bid		134	Price Bid Format Bill of Material Price Details of items in Price Bid				134	Price Break-up of Hardware, Software, Licenses and Mailbox hosting charges have been detailed out.	Price Bid sheet revised	bidders in the pre-bid requested to simplify the price-bid format for financial accounting and pricing settlement in case of termination. In view of BHEL owning the Licenses and incase of any eventuality, the hardware and software deployed at DR site will be retained by BHEL. Hence the price break-up for different components of pricing has been taken.

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37	Vol-III	Mailbox Requirements	8.2.1	53	The present requirement is for 32000 mailboxes which may increase in a phased manner to 46000 over next 5 years. The minimum commitment is for 32000 mailboxes.	Vol-III	Mailbox Requirements:	8.2	55	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.	Range specified for number of mailbox requirements. For additional requirements beyond 36000, negotiations to be held.	Reviewed mailbox requirements based on in-principle approval.