

PAWAN HANS HELICOPTER LIMITED

OFFICE OF THE GEN. MANAGER (Infocom Services)

CORPORATE OFFICE

SAFDAR JUNG AIRPORT

NEW DELHI-3

Ph. No. - 91-11-24692444

Fax No. - 91-11-24692476

NOTICE INVITING TENDER

For

Supply, Installation and Implementation of IBM Lotus Domino /

Notes Email solution for Pawan Hans Helicopters Ltd.

Tender No.: PHHL/CO/IS/101

Dated 08.09.2009

- 1. CLOSING DATE & TIME : 08.10.2009 at 1430 Hrs.**
Office of General Manager
Infocom Services
Corporate Office,
PHHL, Safdarjung Airport
New Delhi 110003
- 2. OPENING OF BID : 08.10.2009 at 1500 Hrs.**
Conference Hall
Corporate Office
PHHL Safdarjung Airport
New Delhi 110003

**Pawan Hans Helicopter Limited,
Corporate Office,
Safdarjung Airport,
New Delhi**

Tel No.: 91-11-24692444

Fax No. 91-11-24692476

INVITATION TO BID

TO

Dear Sirs,

Sealed tenders are invited from IBM authorized business partner for “**Supply, Installation and implementation of IBM Lotus Domino / Notes Email solution for Pawan Hans Helicopters Ltd.**” in the prescribed bid forms and Performa attached to this bid package:

1. Scope of work : As indicated in **Annexure - III**
2. Closing date and time for submission of bids : **08.10.2009 at 1430 Hrs.**
GM, Infocom , PHHL,
Safdarjung Airport,
New Delhi – 110 003.
3. Opening date and time : **08.10.2009 at 1500 Hrs.**
Conference Hall, PHHL,
Safdarjung Airport,
New Delhi-110 003
4. Earnest Money deposit/
Bid Security : Amount of Earnest money to
be furnished is **Rs. 1.00 Lac**
(Rupees One Lac only) in the
form of Demand Draft in favour
of Pawan Hans Helicopter Ltd.
Payable at New Delhi. or **bank
guarantee** as per Performa at
Appendix - 7 of Annexure - I.
5. Bid validity up to : 90 days from date of closing of
bid
6. Security Deposit : Performance bank guarantee from the
successful bidder @ 10.0% of the
contract price, for satisfactory
performance of the contract during
warranty period, which should be valid till
the scheduled project completion date

plus warranty period plus ninety (90) days from the date of issue.

7. Tender fee : **Rs. 1000 (Rupees One Thousand Only)** in the form of Demand Draft in favour of Pawan Hans Helicopter Ltd. Payable at New Delhi.
8. Correspondence Address : General Manager (Infocom Services)
PHHL Safdarjung Airport
New Delhi - 110003.
TELEPHONE: 91-11-24692444
FAX No. 91-11-24692476
Email - gm.is@phhl.co.in

The tender will be governed by the following Annexures.

- | | | |
|------|---|----------------|
| i) | Instructions to Bidders at | Annexure - I |
| | • Bidding document acknowledge proforma | Appendix - 1 |
| | • Bid Submission form | Appendix - 2 |
| | • Checklist | Appendix - 3 |
| | • Details of Projects Completed | Appendix - 4 |
| | • Authorization letter for attending tender Opening | Appendix - 5 |
| | • Price Schedule | Appendix - 6 |
| | • Proforma of Bank guarantee towards Bid security | Appendix - 7 |
| ii) | General Conditions of Contract at | Annexure - II |
| iii) | Scope of work at | Annexure - III |
| iv) | Bid Evaluation Criteria at | Annexure - IV |
| v) | Special Terms and Conditions at | Annexure - V |
| vi) | Bid Evaluation Criteria Matrix at | Annexure - VI |
| vii) | Technical Compliance Matrix at | Annexure - VII |

Bid Evaluation Criteria at Annexure - IV shall be the basis of evaluation of the bids.

SINGLE BID SYSTEM shall be followed for this tender. Bidder should take due care to submit tenders in accordance with requirement in sealed covers.

Offers received late and / or not accompanied with prescribed EMD will be ignored straightaway.

Yours Sincerely,

General Manager
(Infocom Services)

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ANNEXURE - I

INSTRUCTIONS TO BIDDERS

A: INTRODUCTION

1.0 Eligibility and experience of the bidder: -

1.1. The bid must be from IBM authorized business partner. A copy of authorization letter with back up support authority letter and warranty support, with reference to this tender, from IBM in original shall be submitted along with bid.

1.2. Prior to the dead line for submission of the bids, the bidder must possess a minimum in-line experience of five (05) years in supply, installation and execution of Lotus Domino / Notes. The bidder must furnish documentary proof of experience along with the bid.

1.3. Bidder must have successfully executed in last five years at least two (02) projects (in two different years) of Lotus Domino / Notes solution (installation & commissioning). Each project should have minimum value of **Rs. 25.00 Lacs**.

1.4. The bidder must furnish list of all the major projects undertaken by him during the last 5 years along with case details in the following proforma. PHHL reserve the right of directly contacting the reference to verify the bidder's claim. The claim shall be supported by necessary documentary evidence (copy of completion certificate, order/contract etc.) in respect of the project executed.

Sl. No	Description of order / contract/ project & Name and address of customer	Scope of work	Order reference & value	Completion status Schedule	Actual completion date

- 1.5 The firms who have been black listed by PHHL are not eligible to quote. Their bids shall not be considered for evaluation. Those bids shall be rejected outrightly.

2.0 Refund of tender fee

In the event a particular tender is cancelled, the tender fee if any will not be refunded to the concerned Bidder.

B: THE BIDDING DOCUMENT

3.0 CONTENT OF BIDDING DOCUMENTS

- 3.1 The services required, bidding procedures and contract terms are described in the bidding document.
- 3.2 **The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications.**

C. PREPARATION OF BIDS

4.0 LANGUAGE AND SIGNING OF BID

- 4.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the PHHL, shall be written in English language.
- 4.2 Bids shall be submitted in the prescribed bid proformae as per **Appendices 1 to 6 of Annexure - I**. The prescribed proformae at Appendices of **Annexure - I**, duly filled in and signed should be returned intact whether quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not Quoting".
- 4.3 The bid proformae referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.
- 4.4 The Bidders are advised in their own interest to ensure that all the points brought out in the check list are complied with in their bid failing which the offer is liable to be rejected.
- 4.5 The bidder should indicate at the time of quoting against this tender their full postal addresses, email id /fax etc.

- 4.6 The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.
- 4.7 The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. PHHL may reject outright any bid not supported by adequate proof of the signatory's authority.
- 4.8 The Bidder, in each tender, will have to give a certificate in its offer, that the "Instructions to Bidders" at **Annexure - I**, "Bid Evaluation Criteria" at **Annexure - IV**, special terms and conditions at **Annexure - V** and accepted the "General Terms and Conditions" at **Annexure - II** for providing services and have thoroughly examined and complied with the Scope of work, specifications, drawings and/or pattern stipulated at **Annexure - III**, as laid down in this bidding document, are acceptable to it in toto.
- 4.9 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 4.10 The complete bid including the prices must be written by the bidders in indelible ink. Bids and or prices written in pencil will be rejected.

5.0 **CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS**

- 5.1 Prospective bidders are advised to ensure that their bids are complete in all respects and conform to PHHL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with PHHL's requirement will be rejected without seeking any clarification.

6.0 **DOCUMENTS COMPRISING THE BID**

- 6.1 The bid prepared by the Bidder shall comprise the following components, duly completed:
- a) Price schedule.
 - b) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the PHHL's satisfaction:
 - (i) That the bidder has the financial, technical capability necessary to perform the Contract;
 - (ii) That the bidder meets the qualification criteria prescribed in the Bid Evaluation Criteria (**Annexure - IV**).

- c) A description of the bidder's facilities which he proposes to deploy for the execution of the works in sufficient details and clarity to enable Company to make an evaluation and comparison of the tender. If any part of the works is proposed to be sub-contracted or any back up consultant is proposed to be deployed, then the proposed sub-Contractor(s) / back up consultant(s) along with their scope of work/ extent of role/ responsibility shall be indicated in the bid. The facilities to be provided/ deployed by the sub-Contractor/ back up consultant shall be described.
- d) Tender fee – **Rs. 1000.00**
- e) The documentary evidence of conformity of the works to the bidding documents may be in the form of literature, drawings and data and shall consist of an item-by-item comment on the PHHL's technical specifications demonstrating conformity to the provisions of the technical specifications of the bidding document.
- f) EMD – **Rs. 1.00 Lac.**
- g) All Appendices & Annexure of the bid document duly filled in.

7.0 PRICE SCHEDULE

- 7.1 The Bidder shall complete the appropriate price schedule (**Appendix - 6**) furnished in the bidding document, indicating the material/ items/ services to be provided.

7.2 Bid Prices

7.2.1 The bidder shall prepare his bid based on the details provided in the bidding documents.

- 7.2.2 The tender shall be for a lumpsum turnkey bid. The lumpsum price shall cover the price for but not limited to hardware, design, pre-engineering survey, engineering, procurement, fabrication, load out, tie-down, transportation, installation, post installation survey etc. including insurance, taxes, duties, permits royalty, license fee etc. necessary for the complete facilities and services as described in the Bidding Documents.

- 7.2.3 The bidder shall quote all his prices for all the facilities covered under this tender in a manner as shown in Schedule of Prices (**Appendix - 6**).

- 7.2.4 The lumpsum price shall include all duties, taxes and levies etc. including but not limited to customs duty, excise duty and personnel and corporate tax as applicable, including all other relevant taxes.

7.2.5 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

7.2.6 Each figure stated in the price schedule shall also be repeated in words and in the event of any discrepancy between the amount stated in figures and words, the rates quoted in words shall be deemed to be the correct amount.

7.2.7 Discount: Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, PHHL shall avail such discount at the time of award of contract.

7.3 INCOME TAX LIABILITY

The bidder will have to bear all Income Tax liability both corporate and personal tax including all other relevant taxes.

8.0 BID CURRENCIES

Bidders should quote firm prices in Indian rupee only. Prices quoted in any other currency shall not be considered.

9.0 PAYMENT

Refer Special Conditions of Contract.

10.0 CONCESSIONAL RATE OF CUSTOMS DUTY/EXCISE DUTY/ SALES TAX/ VAT etc

10.1 As the above statutory provisions are frequently reviewed by the Govt., the bidders are advised to check the latest position in their own interest and PHHL will not bear any responsibilities for any incorrect assessment of the statutory levies by any bidder.

11.0 SITE VISIT, LOCAL CONDITIONS ETC.

11.1 The bidder is advised to visit and examine the site of the Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract. The cost of visiting the site shall be at bidder's own expense.

11.2 The bidder and any of his personnel or agents will be granted permission by the GM(IS), CO, PHHL or his authorized representative to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his personnel or

agents, will release and indemnify the Company and his personnel and agents from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

- 11.3 Failure to visit the site or failure to study the bidding documents will in no way relieve the successful bidder from furnishing any material or performing any work in accordance with the bidding documents, as a lumpsum turnkey contract.
- 11.4 It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The Company shall not entertain any request for clarification from the bidder, regarding such local conditions.
- 11.5 It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Company and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Company on account of failure of the bidder to appraise himself of local laws/ conditions.

12.0 VAGUE AND INDEFINITE EXPRESSIONS

- 12.1 Bids qualified by vague and indefinite expressions such, as "Subject to availability" etc. will not be considered.

13.0 PERIOD OF VALIDITY OF BIDS

- 13.1 The Bid shall be valid for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as 'validity period') and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.
- 13.2 The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof.
- 13.3 In exceptional circumstances, prior to expiry of the original bid validity period, the PHHL may request the bidder for a specified extension in the period of validity. The requests and the responses thereto shall be made in writing. Bidder agreeing to the request will neither be required nor permitted to modify his bid, and will be required to extend the validity of the Bid Security correspondingly. The provisions of clause regarding forfeiture shall continue to apply during the extended period.

14.0 BID SECURITY (EMD)

- 14.1 The Bid Security is required to protect the PHHL against the risk of Bidder's conduct, which would warrant the security's forfeiture in pursuance to clause **14.7**.
- 14.2 Government Departments and Central Public Sector Undertakings are exempted from payment of Bid Security. Small Scale Industrial (SSI) units which are themselves registered with NSIC (and not their dealers / distributors) are also exempted from payment of Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the items they intend to quote.
- 14.3 The Bidders not covered under Para **14.2** above must enclose bid security with their offer. The amount for bid security has been indicated in the "Invitation for Bid".
- 14.4 The Bid Security shall be acceptable in as Bank Draft in favour of PHHL valid for 180 days from its date of issue.
- 14.5 PHHL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- 14.6 Subject to provisions in Para **14.2** above, offers without Bid Security will be ignored.
- 14.7 The Bid Security shall be forfeited by PHHL in the following events:
- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
 - b) If Bid is varied or modified in a manner not acceptable to PHHL during the validity period or any extension of the validity duly agreed by the Bidder.
 - c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance.
- 14.8 The Bid Security of unsuccessful Bidders will be returned on finalization of the Tender. The Bid Security of successful bidder will be returned on receipt of Security Deposit/Performance Bond (Performance Security).

15.0 TELEFAX/XEROX/PHOTOCOPY BIDS:

- 15.1 E-mail ID/Telefax/Xerox/Photocopy bids will not be considered.

D. SUBMISSION AND OPENING OF BIDS

16.0 SEALING AND MARKING OF BIDS.

- 16.1 The original copy of the Bid is to be submitted in a cover. The cover should be sealed and super scribed as **“Supply, Installation and implementation of IBM Lotus Domino / Notes Email solution for Pawan Hans Helicopters Ltd.”** along with the Tender Number and due for opening on **08.10.2009** also the cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of PHHL’s office, as indicated in Invitation for Bids.
- 16.2 The cover shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 16.3 **The right to ignore any offer, which fails to comply with the above instructions, is reserved. Only one bid should be included in one cover.**
- 16.4 Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.
- 16.5 PHHL will not be responsible for the loss of tender form or for the delay in postal transit.
- 17.0 **DEADLINE FOR SUBMISSION OF BIDS**
- 17.1 The Bid must be received by the PHHL at the address specified in Invitation for Bids not later than 1430 Hrs (IST) on the notified date of closing of the tender. All out-station tenders, if sent by post, should be sent under registered cover.
- 18.0 **LATE BIDS**
- 18.1 Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid.
- 18.2 Any bid received after dead line for submission of bid, will be rejected and returned unopened.
- 19.0 **MODIFICATION AND WITHDRAWAL OF BIDS**
- 19.1 No bid may be modified after the dead line for submission of bids.
- 20.0 **OPENING OF BIDS**
- 20.1 The bid will be opened at 1500 Hrs. (IST) on the date of opening indicated in "Invitation for Bid". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at **Appendix - 5** hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless he presents this letter, he may not be allowed to attend the opening of bid.

- 20.2 In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

E. EVALUATION OF BIDS

21.0 EVALUATION AND COMPARISON OF BIDS

- 21.1 Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at **Annexure - IV** to be supplied separately along with bidding document against individual tenders.

22.0 UNSOLICITED POST TENDER MODIFICATIONS:

- 22.1 **Any bidder who modifies his bid (including all modifications which has the effect of altering his offer) after the closing date, without any specific reference by PHHL shall render his bid liable to be ignored and rejected without notice and without reference to the bidder.**

23.0 EXAMINATION OF BID

- 23.1 The PHHL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

- 23.2 **The PHHL will determine the conformity of each bid to the bidding documents. Bids falling under the purview of “Rejection Criteria” of the bid Evaluation Criteria of the bidding document will be rejected.**

24.0 SPECIFICATIONS:

The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly. The lowest Bid will be determined from among those Bids, which are in full conformity with the required specifications.

25.0 Purchase preference to Central PSUs:

As and when applicable, Purchase Preference Clauses for Indian Central Public Sector Undertaking Bidder would be followed, as per guidelines of the Govt. of India.

- 26.0 PHHL also reserves its right to allow to the Indian Small Scale Sector price preference facility as admissible under the existing policy.

27.0 If there is a discrepancy between the amounts expressed in words and figures, the amount in words shall prevail.

28.0 CONTACTING THE PHHL

No bidder shall contact the PHHL on any matter relating to its bid, from the time of the opening to the time the contract is awarded.

F. AWARD OF CONTRACT

29. AWARD CRITERIA.

The purchaser will award the contract to the successful bidder whose bid has been determined to be in full conformity to the bid documents and has been determined as the lowest evaluated bid.

30.0 PHHL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

30.1 PHHL reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for PHHL's action.

31.0 NOTIFICATION OF AWARD

31.1 Prior to the expiration of the period of bid validity, the PHHL will notify the successful bidder in writing that its bid has been accepted.

32.0 PERFORMANCE SECURITY

32.1 Within 15 days of the receipt of notification of award from the PHHL, the successful Bidder shall furnish the Performance Security in accordance with the conditions of the contract, in the Performance Security Form provided at **Appendix - 1 of Annexure - II** of the bidding documents, or another form acceptable to the PHHL.

32.2 Failure of the successful Bidder to comply with the requirement of clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the PHHL may make the award to the next lowest evaluated bidder or call for new bids.

33.0 CORRESPONDENCE.

34.1 PHHL's Fax No. is 91-11-24692476.

34.2 All correspondence from Bidders/ CONTRACTOR shall be made to the office of the Infocom Services from where this tender has emanated i.e at the following address.

**GENERAL MANAGER
Deptt. Of Infocom Services
Corporate office
Pawan Hans Helicopters Limited
Safdarjung Airport,
New Delhi - 110 003
Email - gm.is@phhl.co.in**

34.3 All correspondence shall bear reference to bid number.

BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA

Dated:.....

GENERAL MANAGER
Infocom Services
CORPORATE OFFICE
PAWAN HANS HELICOPTERS LIMITED
SAFDARJUNG AIRPORT,
NEW DELHI – 110 003

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of **Seven** Annexures (along with their Appendices) enclosed to the "Invitation to Bid" pertaining to “**Supply, Installation and implementation of IBM Lotus Domino / Notes Email solution for Pawan Hans Helicopters Ltd.**” against Tender No. - **PHHL/CO/IS/101**.

We have noted that the closing date for receipt of the tender by PHHL is **08.10.2009** at 1430 hrs. (IST) and opening at 1500 hrs. (IST) on the same day.

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of PHHL and that the said documents are to be used only for the purpose intended by PHHL.

Our address for further correspondence on this tender will be as under:

.....
.....
.....

Email Address:

FAX NO:

TELEPHONE NO ;

PERSONAL ATTENTION OF:

Yours faithfully,

(IF REQUIRED)

(BIDDER)

Note: This form should be returned along with offer duly signed

APPENDIX - 2

Bid Submission Form

Tender No.- PPHL/CO/IS/101

Pawan Hans Helicopters Limited

CONTRACTOR's

Telegraphic Address:

Telephone No.

E-Mail address:

FAX NO:

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____.
2. I/We have understood and complied with the "Instructions to Bidders" at **Annexure - I**, "Bid Evaluation Criteria" at **Annexure - IV**, special terms and conditions at **Annexure - V** and accepted the "General Terms and Conditions" at **Annexure - II** for providing services and have thoroughly examined and complied with the Scope of work, specifications, drawings and/or pattern stipulated at **Annexure - III** hereto and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.

Yours faithfully,

Signature of Bidder

Address

Dated

Signature of witness

Address

Note: This form should be returned along with offer duly signed.

CHECK LIST

The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied with in their offer failing which the offer is liable to be rejected.

1. Please tick whichever is applicable and cross whichever is/are not applicable.
2. Please sign each sheet.
3. The checklist duly filled in must be returned along with the offer.

COMMERCIAL

GROUP 'A'

- 1.1 Whether requisite tender fee has been paid?

☐ Yes

☐ No

☐ Not applicable

- 1.2 If so, furnish the following: -

- (i) By Bank Draft
- (ii) Name of the Bank
- (iii) Value
- (iv) Number of Bank Draft /Banker's cheque
- (v) Date of issue of Bank Draft/Banker's cheque

- 2.1 Whether Bank Draft for the requisite earnest money has been enclosed with the offer?

☐ Yes

☐ No

☐ Not applicable

- 2.2 If so furnish the following: -

- (i) Name of the Bank
- (ii) Value
- (iii) Number
- (iv) Date of issue
- (v) Period of validity of the Bank Draft/Bank Guarantee.

(The validity of Bank Draft should not be less than 180 days).

Signature of the Bidder

3. Have the rates, prices and totals, etc. been checked thoroughly before signing the tender?

4. Has the bidder's past experience proforma **(Appendix - 4)** been carefully filled and enclosed with the offer?

5. Whether charges for training of PHHL officers included in the prices? If not, whether these have been quoted separately.

6. Whether firm prices have been quoted?

7. Whether the cost of installation/erection/commissioning at site is included in the prices? If not, whether it has been quoted separately?

8. Whether rates have been quoted exactly as per the price bid format?

9. Whether the period of validity of the offer is as required in bidding document? If not, mention the extent of variation.

10. Whether the offer has been signed indicating full name and clearly showing as to whether it has been signed as

11. If the Bidder is seeking business with PHHL for the first time, has he given the details of the parties to whom the offered items/services have been provided in past along with their performance report?

Signature of the Bidder

12. Is the offer being sent by Registered post or proposed to be dropped in tender box?

Sent by Registered Post

Dropped in Tender Box

☐ Yes

☐ No

☐ Yes

☐ No

13. Has it been ensured that there are no over-writings in the offer? Have corrections been properly attested by the person signing the offer?

☐ Yes

☐ No

14. Are the pages of the offer consecutively numbered and an indication given on the front page of the offer as to how many pages are contained in the offer?

☐ Yes

☐ No

15. Has the offer been prepared in sufficient details/clarity so as to avoid post tender opening clarifications/ amendments?

☐ Yes

☐ No

16. Whether **Appendix - 2** of Annexure - 1 of the bidding document in original, duly filled in and a confirmation that clauses of Annexure I and II given and enclosed with the offer?

☐ Yes

☐ No

17. Whether all the clauses of the bidding document are accepted?

☐ Yes

☐ No

Signature of the Bidder

GROUP `B'

1. Whether a copy of latest income tax clearance certificate has been enclosed?

☐ Yes

☐ No

☐ Not applicable

2. Whether details of your registration under Sales Tax/Central Sales Tax/Works Contract Tax /VAT/Service tax have been indicated in the offer?

☐ Yes

☐ No

3. Whether the Bidder has quoted after taking into account various incentives and concessions permissible under statutes?

☐ Yes

☐ No

☐ Not applicable

Technical

1. Whether necessary literature/catalogue of the software has been attached with the offer?

☐ Yes

☐ No

2. Whether the materials/services being offered fully conform to the required technical specifications?

☐ Yes

☐ No

3. If not, specify the extent of deviation and how it is suitable to PHHL's requirement?

☐ Yes

☐ No

Signature of the Bidder

APPENDIX - 4

Details of Projects Completed

Sl. No	Description of order / contract/ project & Name and address of customer	Scope of work	Order reference & value	Completion status Schedule	Actual completion date

APPENDIX - 5

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO.

Date _____

To,

GENERAL MANAGER
Deptt. Of Infocom Services
Corporate Office
PAWAN HANS HELICOPTERS LIMITED
SAFDARJUNG AIRPORT,
NEW DELHI – 110 003.

Subject: **Tender No.PHHL/CO/IS/101 due on 08.10.2009**

Sir,

Mr..... has been authorized to be present at the time of opening of above tender due on **08.10.2009** at 15:00 Hrs, on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to:

Mr.....for information and for production before the General Manager, Deptt. Of Infocom Services - Corporate Office, at the time of opening of bids.

Price Schedule

A) Software

S.No.	Product Description	Qty	Total Price (Rs.)
1	IBM LOTUS NOTES WITH COLLABORATION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	500	
2	IBM LOTUS DOMINO ENTERPRISE SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	400 (PVU)	
3	IBM LOTUS DOMINO MESSAGING SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	200 (PVU)	
4	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 8.5 ENGLISH DVD 128 BIT ENCRYPTION MEDIA PACK	1	
5	Operating System (supported Linux platform)	As per requirement	
6	Items not included above but required for installation & commissioning such as additional software licenses, hardware etc (if any) to meet the requirement		
	Taxes		
	Total		

B) Service

S.No.	Item	Total Price (Rs.)
1	12 Months Software Subscription and Support for post warranty period.	
2	On Call Support for offered solution for post warranty period.	
3	Certified Lotus Professional System Administrator (Per Month)	
4	AMC charges for 3 yrs. (Post warranty)	
	Taxes	
	Total	

Grand total (A + B) _____

Signature of Bidder.

PROFORMA FOR BID BOND

Ref: Bank guarantee No. _____

Date: _____

PAWN HANS HELICOPTERS LTD.
Safdarjung Airport
New Delhi - 110003

Dear Sirs,

1. Whereas Pawan Hans Helicopters Ltd. (PHHL) a company established under the Companies Act 1956, having its registered office at Safdarjung Airport, New Delhi (hereinafter called "PHHL" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) has floated a Tender No. **PHHL/CO/IS/101** and M/s _____ having registered/head office at _____ (hereinafter called the "Tenderer" which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and assigns) have submitted a quotation reference No. _____ and tenderer having agreed to furnish as a condition precedent for participation in tender an unconditional and irrevocable bank guarantee of participation in tender an unconditional and irrevocable bank guarantee of Indian Rupees **1,00,000/- (Rupees One lac only)** for the due performance or tenderer's obligations as contained in the terms of the Notice inviting Tenders (NIT) and other terms and conditions contained in the Tender Documents supplied by PHHL, especially the conditions that tenderer shall keep his tender open for requirement of **Supply, Installation and implementation of IBM Lotus Domino / Notes Email solution for Pawan Hans Helicopters Ltd. __/__/2010** or any extension thereof and shall not withdraw/or modify it in a manner not acceptable to PHHL. The tenderer has absolutely and unconditionally accepted these conditions. Pawan Hans Helicopters Ltd. and the tenderer have agreed that Tender documents is an offer made on the condition that the tender, if submitted, would be kept open in its original form without variation or modification in a manner acceptable to PHHL for the period for the requirement of Procurement of **Supply, Installation and implementation of IBM Lotus Domino / Notes Email solution for Pawan Hans Helicopters Ltd. __/__/2010** or any extension thereof and that the making of the tender itself shall be regarded as an unconditional and absolute acceptance of the condition contained in NIT and the tender documents. They have further agreed that the tender shall be kept open for the period indicated above and the tenderer desired to make a tender on this condition, PHHL promises to consider the tender on this condition and the tenderer agrees to keep the tender open for the required period.
2. Therefore, we _____ registered under the law of _____ having head / registered office at _____ (hereinafter referred to as the "Bank" which thereof, include all its successors, administrator & executors) hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing all monies to the extent of **Rs. 1,00,000/-**

(Rs. One lacs only) at any time immediately on such demand without any demur, reservations, recourse, context or protest and/or without any reference to the tenderer and any such demand made by PHHL on the Bank shall be conclusive and binding notwithstanding any difference between PHHL and the tenderer or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever, we also agree that the guarantee herein contained shall be irrevocable unless it is discharged earlier by PHHL in writing. This guarantee shall not be determined / discharged / affected by the liquidation winding up dissolution, or insolvency of the tenderer and will remain valid, binding and operative against the bank.

3. The Bank also undertakes that PHHL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the tenderer.
4. The Bank further agrees that as between the Bank and PHHL for the purpose of this guarantee any notice for the breach of the condition contained in NIT and other terms and conditions contained in the Tender documents as referred above, given to the Bank by PHHL shall be conclusive and binding on Bank without any proof, notwithstanding any other matter of difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of PHHL or that of the tenderer. We also undertake not to revoke in any case this guarantee during its currency.
5. The Bank agrees with PHHL that PHHL shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability or for any forbearance, act of omission and commission on the part of PHHL or any by reason of any such variation or extension for the validity period indulgence shown by PHHL to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. Notwithstanding anything contained herein above our liability under this guarantee is limited to Rupees **1,00,000/- (Rupees One lac only)** in aggregate and it shall remain in full force and including one month for the requirement of **Supply, Installation and implementation of IBM Lotus Domino / Notes Email solution for Pawan Hans Helicopters Ltd. __/__/2010**, unless extended further from time to time for period as may be instructed in writing by M/s _____ on whose behalf this Guarantee has been given in which case it shall remain in full force up to and including one month after the expiry of extended period. Any claim under this Guarantee must be given in which case it shall remain in full force up to and including one month after the expiry of extended period. Any claim under this Guarantee must be received by us before the expiry of one month or before the expiry of one month after the expiry of extended period, if any. If no such claim has been received by us within one month after the said date/extended date, the rights of PHHL under this Guarantee will cease subject to **para 7**. However, if such a claim has been received by us within and up to one month after the said date/extended date, all right of PHHL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.
7. The Bank confirms that this Guarantee has been issued with the approval of appropriate Exchange Control Authority in _____

and any other (indicate the name of the country of issue of Guarantee) authority if required as per the laws of the country of issue of Guarantee.

We also agree that his Guarantee shall be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts.

The Bank also agrees that courts of the place from where tenders have been invited shall be have exclusive jurisdiction.

In witness where of the Bank, through its authorized officer has set its hand and stamp on this _____ day of _____ 2009 at_____.

Signature

(FULL NAME IN CAPITAL LETTER)

WITNESS NO.1

Signature

(Full name and address in Capital letters) Designation with Bank

Stamp

WITNESS NO.2

Signature

(Full name and address in capital Letters) Attorney as per power

No._____

Date_____

GENERAL TERMS & CONDITIONS OF CONTRACT

1. DEFINITIONS:

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

1.1 APPROVAL:

Shall mean and include the written consent duly signed by PHHL or their representative in respect of all documents or other particulars in relation to the CONTRACT.

1.2 COMMISSIONING

The system shall be considered to have been commissioned, when ***entire job, including supply, installation, configuration successful testing of all hardware is executed satisfactorily as per detailed scope of work given at Annexure – III.***

1.3 COMPLETION CERTIFICATE/ CERTIFICATE OF COMPLETION AND ACCEPTANCE

Shall mean the certificate issued by the PHHL stating that the CONTRACTOR has satisfactorily performed the entire Scope of WORK. The completion certificate shall be issued by **General Manager OR his authorised representative, Deptt. Of Infocom Services, Corporate Office, New Delhi.**

1.4 CONTRACT

Shall mean a written contract signed between the PHHL and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT (agreed by both the PHHL and the CONTRACTOR) in writing thereto.

1.5 CONTRACT PRICE

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by PHHL and amendments thereof, and shall be deemed to include all fees, registration and other charges paid to statutory authorities without any liability on PHHL for any of these charges. The prices will remain firm during currency of the CONTRACT, including any extension thereof mutually agreed, unless specifically agreed to in writing by PHHL.

1.6 CONTRACTOR

Shall mean any person/ persons/ firm/ company etc. to whom WORK has been awarded and whose bid has been accepted by PHHL and shall include its authorized representatives, successors and permitted assignees.

1.7 CONTRACTOR'S REPRESENTATIVE

Shall mean any personnel nominated by the CONTRACTOR and notified in writing to the PHHL as having authority to act for the CONTRACTOR in matters affecting the WORK and to provide the requisite services.

1.8 PHHL:

Shall mean PAWAN HANS HELICOPTERS LTD., India and shall include its legal representatives, successors and assignees.

1.9 PHHL's REPRESENTATIVE/ PROJECT COORDINATOR

Shall mean the person or the persons appointed by PHHL from time to time to act on its behalf for overall co-ordination, supervision and project management.

1.10 DAY

Shall mean a calendar DAY of **twenty-four (24) consecutive hours** beginning at **00.00 hours** with reference to local time at the SITE.

1.11 DEMOBILISATION

Shall mean the removal of all things forming part of the MOBILISATION of the CONTRACTOR including all temporary facilities, return of personnel and equipment and the clean up and restoration of the SITE as required in this CONTRACT.

1.12 DISCHARGE CERTIFICATE

Shall mean the certificate issued by the PHHL to the CONTRACTOR after expiration of the guarantee period stating that the WORKS have been completed and made good to the satisfaction of PHHL in accordance with the CONTRACT. The discharge certificate shall be issued by **General Manager, Deptt. Of Infocom Services, Corporate Office** or his representative.

1.13 GUARANTEE:

Shall mean the period and other conditions governing the Warranty/ Guarantee of the WORK.

1.14 SCHEDULED COMPLETION DATE

Shall mean the date, as indicated in the CONTRACT, when the completion of the entire WORKS is scheduled to be achieved in accordance with the PROJECT SCHEDULE.

1.15 SPECIFICATIONS:

Shall mean and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the CONTRACT

1.16 SUB-CONTRACT:

Shall mean order/ CONTRACT placed by the CONTRACTOR for any portion of the CONTRACT or WORK subletted with necessary written consent of PHHL on THIRD PARTY. Such subletting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.17 SUB-CONTRACTOR:

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of CONTRACT has been subletted by the CONTRACTOR after necessary consent of PHHL.

1.18 VENDOR:

Shall mean the supplier of software, equipment, machinery, materials etc. to the CONTRACTOR, when used in the SPECIFICATIONS.

2.0 SCOPE OF WORK/ CONTRACT:

Scope of the CONTRACT shall be as defined in the “**Objectives, Scope of Work and Technical Specifications**” at **Annexure - III** and **Appendices** thereto.

3.1 ADHERENCE TO SAFETY PROCEDURES, RULES REGULATIONS AND RESTRICTION

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by PHHL shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, WORK and facilities and shall observe all reasonable safety rules and instructions.

3.2 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/ or rules/ regulations, thereunder or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep PHHL indemnified in this regard.

3.3 SAFE CUSTODY OF MATERIAL

The CONTRACTOR will arrange for suitable space by PHHL to keep their material on site. However, entire responsibility for safe custody of material etc. will be on the part of CONTRACTOR and PHHL in no way liable for any loss or theft etc.

4.0 INSPECTION/ TESTING OF MATERIAL

4.1 The inspection of material will be carried out by PHHL specified in the purchase order. The material will be accepted only after the same has been found satisfactory after inspection and duly marked and sealed by the inspecting authority.

4.2 The CONTRACTOR shall ensure that the material to be supplied against this order shall be individually inspected, tested and analyzed in terms of the specifications attached to the order and the relevant codes and practices specified therein by expression or implication.

4.3 The CONTRACTOR should make available to PHHL and any other individual/ agency authorized by PHHL for the purpose of inspection, all its records and results in respect of inspection, tests and analyses conducted by it as part of their manufacturing and testing operations under the applicable codes and practices specified by expression or implication in the order.

4.4 COMPLIANCE WITH LOCAL LAWS & REGULATIONS

5.0 PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

5.1 **Within 15 (fifteen) Days of the issue of Notification Of Award from the PHHL, the CONTRACTOR (successful Bidder) shall furnish the Performance Guarantee/ Security Deposit in the form of an unconditional and irrevocable letter of guarantee for due performance of the CONTRACT, as per Performa given at "Appendix - 1" for a sum equivalent to 10% of the value of the purchase order. This irrevocable letter of guarantee shall be drawn in favour of the PHHL and shall be initially valid for warranty period plus ninety (90) Days.**

- 5.2 The PHHL shall return the Performance Guarantee to the CONTRACTOR upon the expiration of the Performance Guarantee unless any extension is required in accordance with the CONTRACT.

6.0 REMUNERATION AND TERMS OF PAYMENT

6.1 CONTRACT PRICE

The PHHL shall pay to the CONTRACTOR in consideration of satisfactory completion of all the WORKS covered by the Scope of WORK under the CONTRACT the CONTRACT PRICE as per the details and break-up of prices given in schedule of prices. The CONTRACT PRICE is a firm price and the CONTRACTOR shall be bound to keep the same firm and without escalation on any ground whatsoever until completion of entire WORK against this CONTRACT. Unless otherwise specified in the CONTRACT, cost of execution of WORKS on turnkey basis and TESTS etc. as specified in CONTRACT and all expenses, duties, taxes, fees charges in relation to or in connection therewith including insurance risk of weather, breakdown and SITE conditions etc. as per provisions of the CONTRACT, shall be deemed to be included in the CONTRACT PRICE. Payment shall be made in the currency or currencies given in the schedule of prices for the WORK executed as per the procedure set forth in the following clauses. Adjustment to CONTRACT PRICE, if any, shall be made in accordance with provisions of CONTRACT.

6.2 PAYMENT PROCEDURE

- 6.2.1 Payment terms as given at **Clause No. 3.0** of “**Special Terms & Conditions of the Contract**” attached at **Annexure - V** of the tender document will be applicable.

7. INDEMNITY AGREEMENT

7.1 INDEMNITY BY CONTRACTOR:

CONTRACTOR shall indemnify and keep indemnified PHHL, its contractors (other than the CONTRACTOR) and/or SUB-CONTRACTORS and its/their employees from all actions, proceedings suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, removal costs,) judgments and fines arising out of or in the course of or caused by the execution of WORK under the CONTRACT or other obligations hereunder directly or indirectly associated herewith including but not limited to :

- a) personal injury, illness or death of :
 - i) any of CONTRACTOR's or SUB-CONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of the PHHL); and

- ii) Subject to **Clause 7.2 (a) (i)** any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or SUB-CONTRACTORS or SUB-CONTRACTOR's personnel and
- b) loss or damage to :
 - i) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or SUB-CONTRACTORS or SUB-CONTRACTOR's personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of PHHL); or
 - iii) Subject to **Clause 7.2 (b) (i)** any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or SUB-CONTRACTORS or SUB-CONTRACTOR's personnel.

7.2 INDEMNITY BY PHHL:

PHHL shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the context otherwise requires, SUB-CONTRACTORS of any tier and their employees) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from:

- a) personal injury, illness or death of
 - i) any employee of the PHHL (even if caused by or contributed to by the negligence or fault of CONTRACTOR);
 - ii) Subject to **Clause 7.1 (a) (i)** any other person to the extent that the injury, illness or death is caused by the negligence or fault of CORPORATION ; and
- b) any loss or damage to :
 - i) any property owned, hired or supplied by PHHL (even if caused by or contributed to by the negligence or fault of CONTRACTOR); except to the extent that such property is in the case or custody of CONTRACTOR in connection with the WORK under the CONTRACT.
 - ii) Subject to **Clause 7.1 (b) (i)** any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of PHHL.

8. WARRANTY/ GUARANTEE

- 8.1 The CONTRACTOR agrees to ensure that all software, materials and components used in execution of the WORKS under this CONTRACT, shall be new and unused (not reconditioned) and of recent manufacture, which shall **in no case be of a date of manufacture older than one year from the date of delivery** (This delivery date shall be effected after Notification of Award.) at the SITE as the case maybe. The CONTRACTOR shall warrant that every WORK executed under this CONTRACT shall be free from all defects and faults in design and Engineering, materials Workmanship and handling etc., and shall be consistent with established and accepted standards for materials and Workmanship of the type ordered and in full conformity with the design, specification, or sample, if any, and shall if operable, operate as per design, SPECIFICATIONS and samples if any, and other stipulated conditions in accordance with the CONTRACT. This warranty shall survive inspection of, payment for and acceptance of the equipment, hardware, software, developed content and applications and **shall be valid for a period of 12 months from the date of issue of Certificate of Completion and Acceptance or 12 months from the date of issue of part Certificate of Completion and Acceptance of the respective part(s) of the WORKS accepted and taken over by the PHHL**. The 12 months of warranty for the PUNCH LIST items will start from the date of completion of PUNCH LIST.
- 8.2 If during the aforesaid period, the said software, product be discovered not to conform to the description and quality aforesaid or have deteriorated otherwise than by fair wear and tear, the CONTRACTOR shall promptly and at its cost repair/ replace or otherwise make good such defects as well as any damage to the WORKS caused by such defect. If the CONTRACTOR fails to replace/ repair such defective software/ content/ application within a reasonable time depending upon exigency of the situation, then the PHHL will be entitled to deploy other agencies to carry out the same and if such WORK which was the liability of the CONTRACTOR to do at his own expense under the CONTRACT, then all actual repairing/ replacement cost and also physical damage sustained on account of such defective material by any other associated or allied plant, equipment and structures and other facilities forming part of the WORKS shall be recoverable from the CONTRACTOR. The CONTRACTOR agrees to make payment against such claim within **15 (fifteen) Days** of receipt thereof. If the CONTRACTOR fails to pay the amount to the PHHL within **15 (fifteen) Days** from the receipt of the invoice then amount may be deducted by the PHHL from any money, which is due or may become due to the CONTRACTOR including PHHL's right to encash the performance guarantee furnished by the CONTRACTOR.
- 8.3 The period of guarantee for any part of the WORKS shall be as specified in **Clause 8.1**. If the WORKS or any part thereof cannot be used by reason of such defect/ damage and/or making good of such defect,

and/or damage the warranty period of the WORKS or such part thereof as the case may be shall be extended by a period equal to the period during which the WORKS or such part thereof cannot be used by the PHHL due to any of the aforesaid reasons. The CONTRACTOR shall arrange for the performance guarantee to remain valid until the expiration of the extended warranty period with respect to such part of the WORKS.

- 8.4 To the intent that during the period of guarantee the WORKS shall remain in as good condition (fair wear and tear excepted) as they were at the beginning of the period of guarantee and that all software, thing or process shall continue to perform or operate (fair wear and tear excepted) during the period of guarantee in accordance with all relevant CONTRACT SPECIFICATIONS or CONTRACT conditions. The CONTRACTOR shall do all repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkages and settlements, including where necessary the repair or, if repair proves impossible, the replacement of any plant, machinery, software thing or process, which the PHHL requires of the CONTRACTOR in writing during the guarantee period or within **fourteen (14) Days** after the expiration of the period of guarantee as a result of any inspection made during the period of the guarantee.
- 8.5 The CONTRACTOR shall ensure that all guarantees or warranties issued by IBM of software supplied by CONTRACTOR or by CONTRACTOR's SUBCONTRACTORS and covering the performance of the said software supplied by them be issued in the joint name of the CONTRACTOR and the PHHL such that the PHHL enjoys the same benefits and protection provided by any such guarantees or warranties as does the CONTRACTOR. The issuance or existence of any such guarantees or warranties shall however in no way relieve the CONTRACTOR of his obligations under the CONTRACT, in particular with reference to the provisions of this section.
- 8.6 The CONTRACTOR shall be and remain responsible during the period of guarantee for making good, with all possible speed, any defects arising from CONTRACTOR's defective design and Engineering (other than a design made, furnished or specified by the PHHL and for which the CONTRACTOR has disclaimed responsibility in writing within **15 Days** time after receipt of the PHHL's instruction) of the aforesaid structure, software which may develop under the conditions provided for in the CONTRACT and under proper use in the WORKS or any portion thereof.
- 8.7 The CONTRACTOR shall carry out all the WORKS and supply and install all software pursuant to this section at no additional cost to the PHHL including the cost of timely transport of item to SITE if the need for the WORK is due to poor Workmanship or faulty materials, plant, equipment or process supplied by the CONTRACTOR or due to the use of software not in accordance with the CONTRACT or

SPECIFICATIONS or due to neglect or failure of the CONTRACTOR to comply with any obligations.

- 8.8 In case of spare part supplied under the CONTRACT, the CONTRACTOR shall be fully responsible during the warranty period for the correctness of the parts and their proper fitment to the machine for which the same are ordered. The CONTRACTOR shall replace such parts, which may require replacement under the warranty clause free of the cost to the PHHL within the shortest possible time. In case of supply of machinery and equipment, the CONTRACTOR shall use its best endeavours to ensure that the VENDOR will supply spare parts as and when required for an agreed period. The agreed basis would be: **a)** agreed discount to be given on the published catalogue price. **b)** Before going out of production for spare parts, the VENDOR should give adequate advance notice to the PHHL so that the PHHL may decide on procurement of the balance of the life time requirement of spares.
- 8.9 During the guarantee period if the CONTRACTOR is requested by the PHHL to visit the SITE for checking and carrying out remedial WORK of software and facilities, all expenses towards personnel, travelling to and from the SITE, living and accommodation etc. while in India for remedial WORKS shall be borne by the CONTRACTOR unless such defects are caused by the PHHL or PHHL's agents/ other contractors.
- 8.10 No warranty other than what is mentioned in **Clause 8.1 to 8.8** and in **"Special Terms & Conditions" at Annexure - V** expressed or implied is made by the CONTRACTOR and all such warranties are hereby specifically excluded. The PHHL specifically waives any right to assert such claims for any other warranties not provided for in this **"Section 8"** and in **"Special Terms & Conditions" at Annexure - V** irrespective of the basis for such claims.
- 8.11 The above warranty condition shall not apply for the part of the WORKS in the event that the structures/ facilities have been modified without consent of the CONTRACTOR and/or item have been used/ operated by the PHHL disregarding operating instructions provided by the CONTRACTOR and/or vendor.

9. COMPLETION, FAILURE AND TERMINATION AND LIQUIDATED DAMAGES

9.1 COMPLETION

Email solution shall be Supply, installed and commissioned within **45 Days** from the date of Letter of Intent (LOI).

The CONTRACTOR agrees that time shall be the essence of the Contract. The **Appendix - 3 of Annexure - III** and **"Special Terms & Conditions" at Annexure - V** shall be referred for completion period.

9.2 FAILURE AND TERMINATION

Time and date of delivery shall be the essence of the contract. If the CONTRACTOR fails to deliver the stores / complete the works or any instalment part thereof within the period fixed for such delivery completion in the schedule or any time repudiates the contract before the expiry of such period, the PHHL may, without prejudice to any other right or remedy, available to him to recover damages for breach of the contract:

- (a) Recover from the CONTRACTOR, as agreed liquidated damages and not by way of penalty, as per liquidated damages **Clause No. 9.3**.
- (b) Cancel the contract/ supply order or a portion thereof by serving prior notice to the CONTRACTOR/ supplier.
- (c) It may be further noted that clause (a) above provides for recovery of liquidated damages on the supply order price/ the cost of contract for delayed supplies/ completion of job as per liquidated damages **Clause No. 9.3**. Liquidated damages for delay in supplies thus accrued will be recovered by the paying authorities of the PHHL specified in the Contract, from the bill for payment of the cost of the material submitted by the CONTRACTOR in accordance with the terms of contract or otherwise.

Notwithstanding anything stated above, software and materials will be deemed to have been delivered, only when all its components and parts are also delivered. If certain components are not delivered in time the software and material will be considered as delayed until such time all the missing parts are also delivered.

9.3 LIQUIDATED DAMAGES

If the CONTRACTOR fails to complete the entire works before the schedule completion Date or the extended date or if CONTRACTOR repudiates the Contract before completion of the Works, the PHHL may without prejudice to any other right or remedy available to the PHHL under the Contract **recover from the CONTRACTOR**, as ascertained and agreed, **liquidated damages** and not by way of penalty:

- i) A sum equivalent to **1/2%** of “**the total CONTRACT PRICE**” for delay in completion of entire scope of work for each week of delay beyond the SCHEDULED COMPLETION DATE or part thereof, subject to a **maximum of 10%**, even though the PHHL may accept delay in Completion after the expiry of the SCHEDULED COMPLETION DATE. For the purpose of liquidated damages scheduled completion date will be taken as date of acceptance/ commissioning.

AND / OR

- ii) Terminate the contract or a portion or part of the work thereof. The PHHL shall give 15 **days** notice to the CONTRACTOR of its intention to terminate the Contract and shall so terminate the Contract unless during the 15 **days** notice period, the CONTRACTOR initiates remedial action acceptable to the PHHL.

The PHHL may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the CONTRACTOR in its hands (which includes the PHHL's right to claim such amount against CONTRACTOR's Bank Guarantee) or which may become due to the CONTRACTOR. Any such recovery or liquidated damages shall not in any way relieve the CONTRACTOR from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

10. CHANGE IN LAW:

In the event of any change or amendment of any Act or law, Rules or Regulations of Govt. of India or Public Body or any change in the interpretation or enforcement of any said Act or law, Rules or Regulations by Indian Govt. or public body which becomes effective after the date as advised by the PHHL for submission of final price bid for this CONTRACT and which results in increased cost of the WORKS under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the PHHL, subject to the production of documentary proof to the satisfaction of the PHHL to the extent which is attributable to such change or amendment as mentioned above.

Similarly, if any change or amendment of any Act or Law including Indian Income Tax Act, Rules or Regulations of any Govt. or public body or any change in the interpretation or enforcement of any said Act or Law, Rules or Regulations by Indian Govt. or public body becomes effective after the date as advised by the PHHL for submission of final price bid of this CONTRACT and which results in any decrease in the cost of the project through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced costs, taxes or duties to the PHHL.

Notwithstanding the above-mentioned provisions, PHHL shall not bear any liability in respect of **(i)** Personnel taxes on the employees of CONTRACTOR and the employees of all its SUB-CONTRACTORS etc. **(ii)** Corporate taxes in respect of the CONTRACTOR and its SUB-CONTRACTORS etc.

11 SUSPENSION OF WORK

- 11.1 The CONTRACTOR shall, if ordered in writing by the PHHL'S REPRESENTATIVE, temporarily suspend the WORKS or any part

thereof for such a period and such a time as ordered. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid shall be granted to the CONTRACTOR, if request for same is made and that the suspension was not consequent to any default or failure on the part of the CONTRACTOR. In case the suspension of WORKS, is not consequent to any default or failure on the part of the CONTRACTOR, and lasts for a period of more than 2 months, the CONTRACTOR shall have the option to request the PHHL to terminate the CONTRACT with mutual consent.

11.2 For the purpose of calculating costs incurred by the CONTRACTOR during the suspension of WORK as mentioned above, DAY rate or rental rate schedules shall be applied and details of the CONTRACTOR's spread affected by such suspension pursuant to this clause be recorded and submitted to the PHHL. If the progress of the WORKS for a period(s) in excess of 90 Days in aggregate on the written order of the PHHL'S REPRESENTATIVE otherwise than by reasons given in (i) through (iv) above and if permission to resume WORK is not given by the PHHL'S REPRESENTATIVE, then at any time there after and provided that at that time such performance is still suspended, the CONTRACTOR may give a written notice to the PHHL'S REPRESENTATIVE requiring that the PHHL within 7 Days of receipt of the notice either order the resumption of the WORKS or that part thereof in regard to which progress is suspended and if such order or resumption is not granted within that time, the CONTRACTOR by a further written notice so served may elect to treat the suspension where it affects a party only of the WORKS.

11.3 In the event that the PHHL suspends the progress of WORK for any reason not attributable to the CONTRACTOR for a period in excess of **30 Days** in aggregate, rendering the CONTRACTOR to extend his performance guarantee then PHHL shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the CONTRACTOR producing the requisite evidence from the bank concerned.

12.0 FORCE MAJEURE

12.1 The term "**Force Majeure**" as employed herein shall mean act of God, revolt, riot, fire, flood, war, typhoon, tempest and Acts and Regulations of respective Governments of the two parties, namely the PHHL and the CONTRACTOR.

12.2 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, other than the obligation to make payments due and

payable under this CONTRACT except when the PHHL is physically prevented by a Force Majeure event from making payment, in which case the obligation shall be suspended the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period of delay which is caused by such Force Majeure event.

- 12.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within **seventy two (72) hours** of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- 12.4 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period of delay, which is directly caused by Force Majeure event. The party who has given such notice shall be excused from the performance or timely performance of its obligations under the CONTRACT, for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed, provided the party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its performance of the CONTRACT and to fulfil its obligation under the CONTRACT.
- 12.5 If deliveries of bought out items and/or WORKS to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than **two (2) months**, the PHHL and CONTRACTOR shall each have the option of terminating this CONTRACT in whole or part thereof.

13. JURISDICTION AND APPLICABLE LAW:

This Agreement including all matter connected with this Agreement, shall be governed by the laws of **India (both substantive and procedural)** for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts (at Mumbai).

13.1 SAFETY AND LABOUR LAWS:

CONTRACTOR shall observe all rules and regulations of Govt. Agencies having jurisdiction to establish or to enforce safety regulations and shall similarly observe the safety regulations of the PHHL. The CONTRACTOR shall be solely responsible in regard to salary / wages, service conditions in respect of personnel, employees, workmen employed by him. The CONTRACTOR shall comply with all laws, enactments, Rules and Regulations and orders applicable to his employees / workmen in general and in particular all Labour laws, Enactments, Rules and Regulations and orders dealing with employment of Contract Labour in terms of Contract Labour (R&A) Act, 1970 and rules made there under from time to time. Payment of compensation under workmen's compensation Act, Payment of gratuity, contribution

under Employees State insurance Act, Employees Provident fund, Miscellaneous Provision Act, 1952, Payment of Bonus Act, 1955, Payment of minimum wages Act and Fire and Safety Regulations. PHHL shall have the right to demand proof of such compliance by the CONTRACTOR. It is understood and agreed that there is no Employer – Employee relationship between the PHHL and the CONTRACTOR'S personnel / workmen employees, in any way whatsoever. The CONTRACTOR should hold valid Labour license from the appropriate authority i.e RLC (C) as per Contract Labour (R & A) Act, 1970.

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time, if applicable. All Safety and Labour laws enforced by statutory agencies and by PHHL shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws, if applicable.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried out with full safety precautions. PHHL's employee also shall comply with safety procedures / policy.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

14. ARBITRATION:

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time, in connection with constitution, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be referred to Arbitration of a sole Arbitrator appointed by the Chairman & Managing Director (CMD) of PHHL.

It is also agreed that there will be no objection for appointment of an employee of PHHL as a sole Arbitrator who also holds shares of PHHL.

Appointment of Arbitrator shall be made within 30 days of the receipt of the arbitration notice.

If the arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from proceedings, it shall be lawful for the Chairman & Managing Director (CMD) of PHHL to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.

It is a term of contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation or arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.

The arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the arbitration shall be the place from where the purchase order/ contract has been placed/made.

The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

14.1 Arbitration (applicable in case of supply orders/ contracts on Public Sector Enterprises)

In the event of any dispute or difference relating to, arising from or connected with the contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, Incharge of Bureau of Public Enterprises. The Arbitration & Conciliation Act, 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute, provided however; any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the special Secretary/ Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the arbitrator.

15. CONTINUANCE OF THE CONTRACT

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the WORK in accordance with the provisions under this CONTRACT.

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND

The non-judicial stamp paper of Rs. 100/- should be in the name of issuing bank.

Ref.No. _____ Bank Guarantee No.._____
Dated _____

To

Pawan Hans Helicopters Limited
Safdarjung Airport,
NEW DELHI – 110 003.

Dear Sir,

1. In consideration of Pawan Hans Helicopters Ltd having its head office at Safdarjung Airport, New Delhi, India (hereinafter referred to as PHHL which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns), and having entered into a contract dated _____(hereinafter called the Contract which expression shall include all the amendments thereto) with M/s. _____having its head/Registered office at _____(hereinafter referred to as the Contractor / bidder which expression unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns) and the Contract having been unequivocally accepted by the Bidder resulting in a contract bearing No. _____ dated _____value at Rs. _____ (in figures) Rs. _____(in words) for _____ (scope of work _____ and PHHL having agreed that the Bidder shall furnish to PHHL performance guarantee for the faithful performance of the entire contract to the extent of _____% of the value of the Contract Rs. _____we _____(name of the Bank) _____having its registered office at _____(hereinafter referred to as 'the bank' which expression shall unless repugnant to the context on meaning thereof include all it successors, administrators, executors and assigns) do hereby guarantee and undertake to pay immediately on first demand in writing in Rs. _____ (Rs. in words _____) in aggregate at any time without any demur, reservation or recourse, context or protest and/or without any reference to the Contractor. Any such demand made by PHHL on the Bank shall be conclusive and binding notwithstanding any differences between PHHL and Contractor or any dispute pending before any Court, Tribunal Arbitrator or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by PHHL in writing.

2. PHHL shall have the fullest liberty, without effecting in any way the liability or the Bank under this Guarantee from time to time, to extend the time for performance of the contract by the Bidder/Contractor or vary the terms of the Contract. PHHL shall have the fullest liberty without affecting this

Guarantee to postpone from time to time, the exercise of power vested in them or any rights which they might have against the Bidder /Contractor and to exercise the same at any time, any manner and either to enforce or to forbear to enforce any covenants contained or implied in the contract between PHHL and the Bidder/ Contractor or any other course or remedy or security available to PHHL. The bank shall not be released of its obligation under these presents by any exercise by PHHL of its liberty with reference to matters aforesaid of any of them or by reason of any other act or forbearance or other acts of commission or omission on the part of PHHL or any other indulgence shown by PHHL or by any other matter or thing whatsoever, which under law would, but for this provision have the effect of relieving the bank.

The bank undertakes that in case the period of the contract is extended beyond the initial period of _____year it shall extend the Bank Guarantee for another period for upto _____year on written instructions from PHHL.

3. The bank also agrees that PHHL at its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Bidder /Contractor and notwithstanding any security or other guarantee that PHHL may have in relation to the Bidder /Contractor's liability.

4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract i.e. complete delivery of the software / material as the same is a condition of supply contract/complete delivery of services as the same is a condition of contract for services and all the dues of PHHL under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till PHHL discharges this guarantee in writing.

5. We further agree that as between us and PHHL for the purpose of this guarantee any notice given to us by PHHL that the money is payable by the Bidder /Contractor and any amount claimed in such notice by PHHL shall be conclusive and binding on us notwithstanding any difference between PHHL and the Bidder /Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected or discharged by any change in our constitution and the constitution of PHHL or that of the bidder/contractor. We also undertake not to revoke this Guarantee during its currency. This guarantee shall not be determined discharged or affected by the liquidation, winding up, dissolution or insolvency of the bidder/contractor and shall remain valid binding and operative against the Bank.

6. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between PHHL and the bidder/contractor shall in any way release us from any liability under this guarantee and we hereby notice any such change addition or modification.

7. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. _____ (Rupees _____) in aggregate and it shall remain in full force upto and including 120 days after _____ (indicate the date of expiry of bank guarantee) _____ unless extended further from time to time, for such period as may be instructed in writing by PHHL upto period of _____ months in which case it shall remain in full force upto and including 60 days after expiry of the extended period. Any claim under this Guarantee must be received by us before the expiry of 60 days after the said date/extended date/whichever later. I and such claims have been received by us within 60 days after the said/extended date, right of PHHL under this Guarantee will cease. However, if such claim has been received by us within and upto 60 days after the said date /extended date, all the rights of PHHL shall not cease until we have satisfied that claim.

8. Notwithstanding anything contained herein:

- i) Our liability under this BG shall not exceed Rs. _____ (Rupees _____)
- ii) This Bank Guarantee shall be valid upto _____
- iii) We are liable to pay the guaranteed amount or any part thereof under this BG only and if you serve upon us a written claim or demand on or before _____.

In witness whereof the Bank through its authorized officers has set its hand and stamp on this _____ at _____

Signature of authorized officers of the Bank

Name & designation of the Officer
Seal, Name & address of the Bank and
Address of the Branch

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE TOWARDS BID SECURITY

1. The Bank Guarantee by the Bidders will be given on non- judicial stamp paper which should be in name of the issuing Bank.
2. The stamp paper should not be stale at the time of its execution.
3. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
4. The Bank Guarantee by bidders will be given from Nationalized /Scheduled Banks only.

SCOPE OF WORK

1. Pawan Hans Helicopters Ltd. is one of India's leading helicopter Company and is known for its reliable helicopter operations.

Pawan Hans offices are located at Noida, New Delhi and Mumbai. The bases/detachments are located all over the India e.g. Andaman & Nicobar, Lakshadweep, North East etc. These all locations has to be integrate with email solutions.

2. There will be a Data Center at Noida which will host the various components like Lotus Domino server, Sametime server, SMTP mail server, Lotus Traveler server and all the users from the various locations will access the solution from this data centre. Additional one Lotus Domino server will be in Mumbai which will cater local Mumbai based users and both Lotus Domino servers will be in Cluster over WAN for disaster purpose.
3. The Bidder shall be totally responsible for the overall implementation & integration of the e-mail servers with the existing Network of PHHL and meeting the functional requirement specified by PHHL for Emailing solution.
4. The bidder should have its offices at Delhi (NCR) and Mumbai for local onsite support.
5. The scope of work includes, but not limited to, design, engineering, installation, commissioning, testing and integration of Email solution Infrastructure on **Turnkey basis**.
 - 5.1 The Lotus domino server, Lotus messaging server (SMTP), Traveler and Sametime server shall be install & implemented at PHHL's **corporate office building at Noida, U.P.** along with workflow collaboration and Linux as an operating system.
 - 5.2 One Lotus Domino server shall be implemented at **Western Region, Mumbai office** which will cater local Mumbai based users and both Lotus Domino servers (Noida & Mumbai) will be in Cluster over WAN for disaster purpose with workflow collaboration and Linux as an operating system refer **Appendix - C of Annexure - III**.
 - 5.3 Both offices (i.e. Noida and Mumbai) are provisioned for the SAN device as storage for application, database and Email mail boxes, Archival, Backup and Storage refer **Appendix - B of Annexure - III**.
 - 5.4 Successful bidder shall provide latest version (Version 8.5 or above as available on the date of delivery) of Lotus Domino Enterprise Server.
 - 5.5 Arrange inspection for functional testing as per technical specification and system performance demonstration to PHHL's representative.

- 5.6 To integrate Lotus Domino, Messaging, Sametime & Traveller with Anti-virus servers provided by PHHL.
- 5.7 Provide licenses for all the supplied software in the name of Pawan Hans Helicopters Limited.
- 5.8 The servers shall be provided by the PHHL as per technical specifications mentioned at **Appendix - A of Annexure - III**.
- 5.9 The successful bidder shall implement lotus notes clients at Noida office, Delhi office and Mumbai office.
- 5.10 The successful bidder shall also configure the desktop email clients (like Outlook express, Windows mail etc) apart from the Lotus notes clients to work with the Lotus servers.
- 5.11 Installation, commissioning, configuration and integration of Lotus Domino, Messaging, Traveller & Sametime Server software and client software as per bidding document shall be the turnkey responsibility of the bidder.
- 5.12 To provide one year onsite support after the date of completion of the project. The completion certificate shall be issued by PHHL on successful completion of the project.
- 5.13 Any other items (Software, Licenses, including tools etc) not indicated in tender and required to make the system fully operational will also be in the scope of the bidder.
- 5.14 PHHL would have an option to award AMC or not. However AMC charges would be considered as a part of total price of the bid.
- 5.15 The bidder has to provide AMC support on quarterly basis and also when required by PHHL.
- 5.16 AMC will cover following work regarding Lotus domino mail server, Messaging, Sametime, Travellers and clients,
- Health / performance fine tuning.
 - User quota / Disk storage space management
 - Reinstallation of Operating System & Mail messaging applications / clients at user desktops as and whenever necessary.
 - Resolving issues of the mail users.
 - Troubleshooting, resolving problems if any.
 - Setting / changing parameters of the system / clients as per PHHL requirement.
 - Solving issues of workflow application (if any).
- 5.17 The successful bidders shall configure client software on desktop and laptop systems as required by PHHL.
- 5.18 The successful bidder has to provide on job training free of cost to 10 PHHL officials for operations, configuration, maintenance and integration of servers for 3 days. The training shall include configuration of server, Lotus Administration part, user management,

operating system management etc. No additional charges for training shall be paid to bidder.

5.19 The bidder shall co-ordinate with PHHL's technical team to successful implementation of the project.

5.20 Ensure continuous service availability and deploy backup personnel as and when required.

5.21 The successful bidder has to provide following:

a. Deployment Activities

- 1) Define Installation, configuration and monitoring procedures
- 2) Define Operating System installation, configuration and monitoring procedures
- 3) Define Lotus Domino guidelines and procedures relating to Domino Server Installation as:
 - Domino server monitoring and management
 - User ID Management
 - Certificate Management (certification, recertification)
 - Name and Address book management
 - Backup and recovery strategy
 - User Registration details
 - Server health monitoring procedures
 - Administrator manual
- 4) Define Lotus Notes guidelines and procedures relating to Lotus Notes installation and configuration
 - Connection documents and location profiles
 - Password strength and expiry
 - Replication mechanism
 - Email quota/preferences/ mail archiving from client and browser.
 - Security – Execution control List of Notes users
 - User manual

b. Mail Configuration

Configure the entire system to provide mail access through any standard desktop mail clients using Lotus Notes, POP, IMAP, SMTP protocols and Web-browser. In case of web access, the common URL shall be used through secured access mechanism (Domino certified SSL).

SMTP routing for outgoing mails shall be allowed only for authenticated users.

All the incoming mails to PHHL domain and outgoing mails from PHHL domain has to be routed through the SMTP in/out box after checking for anti-virus and anti-spam.

c. Integration

Successful Bidder will integrate the mailing solution with

- Sametime (Latest Version available at the time of delivery)
- Anti Virus / Anti Spam Solution
- SMTP gateway
- DNS Server

d. Documentation

Successful Bidder shall create operation manual containing following documentation

- Mail Solution Architecture
- Deployment Details
- Implementation details
- Configuration at OS, Domino server level, User level
- Process and procedures for handling messaging infrastructure.
- Administration Procedure
- Log Management Procedure
- Backup – Restoration of OS, Lotus Domino Server, Mail databases procedures

Successful Bidder shall provide two hardcopy and one softcopy with copying rights.

5.22 The bidder should provide **Document management workflow system** which will include document / file tracking system. The workflow should cover the following main features:

- a) Centralized Storage System
- b) File / Document Movement Workflow
- c) Searchable documents
- d) Version controlling of documents
- e) MIS Reports

a) Centralize Storage System

1. Scan, Capture, Analyze, Form / Meta data
2. Manage in a proper categorization
3. Store in the proper manner
4. Deliver to the right person as document delivery

b) File / Document Movement Workflow

1. Work flow management
2. User Defined approval / Movement Process
3. Follow up and alerts management

4. Escalation Process

c) Searchable documents

1. Full Text Search
2. Search on the defined parameters
3. Search on the attachments

d) Version Controlling of documents

1. Version control
2. Modification history

e) MIS Reports

1. Activity Report
2. Report by Department
3. Report by Users
4. Usage Report

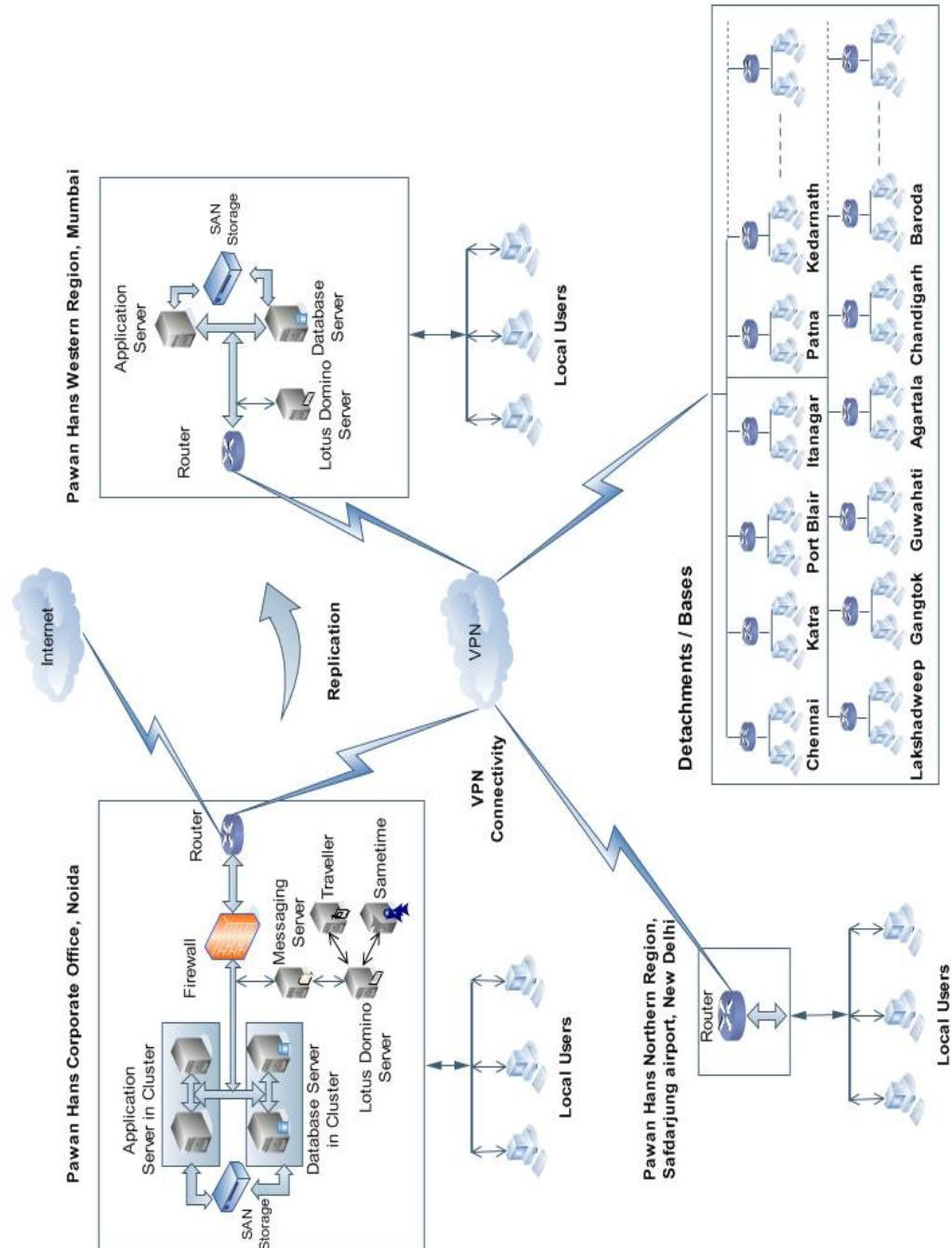
Specifications for Email / Messaging / Traveller / Sametime server

Sl. No.	Features	Specifications Required
1.	CPU	1 x Intel Xeon Quad Core @ 2.50 GHz Nehalem based with EM 64T Technology
2.	Cache Memory	8 MB L3 Transfer Cache Memory
3.	QPI	QPI 5.86 GT/s or better
4.	Chipset	Intel Chipset
5.	Memory	Minimum 12 GB DDR - 3
6.	Hard Disk Drives	2 x 146 GB 2.5" SAS Hard Disk Drive (10K RPM)
7.	Graphics	SVGA integrated on system board
8.	Ethernet Adapter	Dual Port 10/100/1000 Mbps Ethernet Adapter
9.	I/O Expansions	Two I/O slot for up gradation of Ethernet Adapter/Fibre Adapter
10.	Fibre Connect	Dual Port Fibre Adapter to connect to SAN

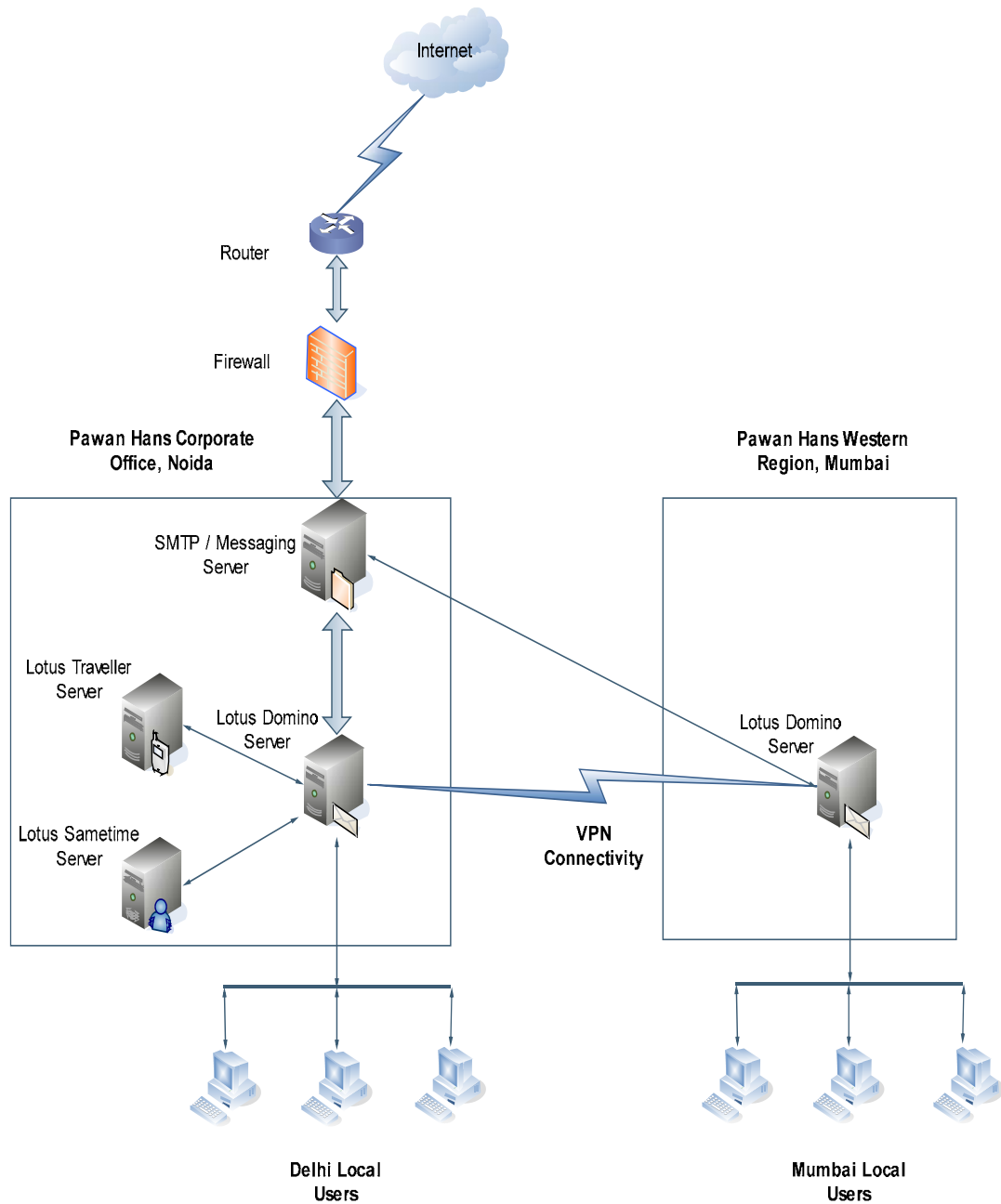
SAN Storage device with capacity of 2.1 TB useable for storage of Application, Database & email mailboxes.

Topology

Server setup integrated with LAN / WAN at Noida, New Delhi and Mumbai office.



Email servers to implement at Noida and Mumbai office



TECHNICAL SPECIFICATIONS

Messaging & Collaboration Infrastructure would provide workflow functionality and email services. The Mail Server should provide a highly scalable, reliable, and available platform for delivering secure communication services. It would be required to cluster this Server to ensure high availability and reliability.

The Email Solution should have features as follows:

Messaging & Collaboration System Requirements:

A) Mail Server

S.No.	Requirements
1	Enterprise Messaging Server: Application Name, Version, date of release of proposed version, date of release of next version, application/product development path, etc.
2	Enable users to connect using the desktop / thick mail clients using industry standard protocols like POP3/IMAP/HTTP/SMTP over normal and secure channels.
3	Provide support for secure login and access
4	Capability to do FIELD Level Synchronization, Selective & Formula Based Synchronization between Server to Server and Client to Server with a view of being able to propagate documents, mail and directory changes. The synchronization supported must be Incremental
5	Inbuilt compression support for Server to Server connections to minimize bandwidth utilization.
6	Highly saleable and provide for high reliability
7	Provide inbuilt support for event monitors, alarms and statistics reporting. The reports should have a facility to automatically send selective alerts or system errors to a pre-defined Email address.
8	Transaction logging for database view indexes.
9	Automated fault recovery across different operating platforms.
10	Integrated Instant messaging awareness and chat.
11	Workflow application and supported open standard format
12	Policy-based management should provide for centralized, targeted control over user settings, so a change in one place can update users in any scope — from an individual to a group or to an entire organization. Policy Based Management should also provide for control user registration options.
13	Policy Based Management should also support Archiving Policies which allow the Administrator to define the server and thresholds for archiving to commence
14	Policy Based Management may also Password Expiry and Password Change policies
15	Policy Based Management shall come into effect for the thick Client / User at the time of User Registration, User Setup, Every time the user logs on.

16	Allow administrators to automate notification and distribution of native e-mail client Software Upgrades. This should help to eliminate the need for desk-side visits. Through such upgrades, administrators should be able to configure and assign updates centrally. The mail client can then download and install client updates automatically. The system must allow for a No Touch Upgrade for the Native mail Client.
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B) Security

S.No.	Requirements
1.	Encryption for all messaging components including local store of data. Local Store encryption shall be customizable for various levels of encryption required. Encryption shall not mean password protection.
2.	Inbuilt support for digital signature
3.	Should provide support for simple, flexible administration via a web browser and thick client.
4.	Anti-Relay enforcement on incoming connection, allow only the customer's domains
5.	SSL encryption with 128/168 bit key
6.	Should provide integrated PKI as a foundation for numerous security features, including: digital signatures and encryption; granular access control -- down to the individual field level; execution control lists; local data encryption; and trust relationships in multi-organization and Extranet applications.
7.	Should allow multi level passwords to ensure that no one administrator may have full control of the important user credentials.
8.	Should provide Reader control at the document/record level to ascertain only selective users may ever be able to search and access such secure and confidential content.
9.	Provide flexible delegated administration at the field/granular Level. It should offer Hierarchy based delegated administration. It should also support definition of explicit / implicit policy kind of a structure for delegated administration. The delegated administration feature should be OS independent and shall be a function of the Messaging Software and not the OS.
10.	Should provide support for field level security for all messaging components.

C) Mail Routing Requirements

S.No.	Requirements
1.	The Mails system should have inbuilt utilities to track mail routing process. The system should provide scheduled and ad hoc reports.
2.	Dynamic Least cost based mail routing, connectivity over dial-up / leased line with other mail server. The Least cost based Mail Routing should not be completely depend on the DNS service. The Mail Routing system should maintain its own routing table to judge the routing path.
3.	Cluster aware routing process such that if one server fails the Mail router should be able to send the mail to another server in the cluster farm

4.	Provide support for graphical mail topology, mapping and monitoring.
5.	Provide support and services for protocol like POP, IMAP4, SMTP etc along with Web Access support.
6.	Able to perform Anti-Relay enforcement on incoming connection, allow only the customer's domains
7.	Provide sender domain validation in DNS (verify connecting domain in DNS)
8.	Able to verify that the local domain user exists in LDAP directory
9.	Outbound sender and recipient controls (SMTP Rules)
10.	Outbound delivery control based on message priority or count or size
11.	Provide support for simple, flexible administration via a web browser. All the functionality of the system including registration of users for Native Client / POP / IMAP/ HTTP etc
12.	Highly scalable and provide for high reliability
13.	Network data compression - Network traffic to be compressed at the network layer. This feature requires compression to be enabled on both the client and the server.
14.	Periodic or per-message notification when the quota is exceeded.
15.	Should provide for Retention of Mails in case the user reaches his/her quota
16.	Automatic Cleanup after Message Deletion
17.	Mail Journaling
18.	Should have support for both Server Side and client Side Mail Rules to provide controls for message spamming.
19.	Should support Virus Scanning utilities dynamically scan messages for virus signatures before delivering.
20.	Message store for incoming and outgoing messages
21.	The system must provide for Server Health Monitoring Tools which provide Analysis and Reports on the health of the server so as to prevent Unplanned Server outages on account of various parameters like Less Memory, Disk space, Processing Power etc..

D) Mail Client

S.No.	Requirements
1.	Welcome Page should be customizable central access point that will allow users to display information they need in the way that they want.
2.	Connection wizard - simplifies setup tasks including connecting to POP, SMTP and IMAP servers
3.	Selective replication & synchronization - Users should create selective replica by selecting databases, documents, views, or folders.
4.	Messaging Client Should provide cross platform support for Windows, Linux and Mac OS
5.	Messaging solution should have integrated IM for presence awareness and chat
6.	Solution should have productivity tools create document, presentation and spreadsheet.

7.	Data sent over the network can be compressed for more efficient network utilization.
8.	Allow multiple people to share one window OS-based PC. Administrators create multiple-user profiles on a single PC, allowing users to access their personal data while sharing common information
9.	Roaming user - allow users to have their personal information, Welcome Page, bookmarks, address book, preferences, journal, user dictionary – anywhere they are working.
10.	Document locking - Soft locks, when a document is being edited, the server copy is protected. Hard locks, to lock a document for an extended period of time.
11.	Multiple archive policies and destinations. Save valuable contents and retrieve them whenever they are needed.
12.	Viewing, creating, and scheduling calendar entries and meetings.
13.	Multitasking – Allow users to perform other functions simultaneously.
14.	Off-line support for all PIM functionality i.e. task management, personal archiving and contact management.
15.	Ability for the user to change password
16.	Should allow the user to bring a copy of the server's directory catalog off-line.
17.	Allow users to manage another user's calendar. Can compose and accept/decline meeting invitations.
18.	Can schedule an Instant Messaging meeting directly in calendar and reserve IM resources. It should also provide full scheduling workflow if the meeting needs to be rescheduled.
19.	Should support Task Assignment
20.	Should support for Offline support via the Browser
21.	Should provide for support for Journal Entries
22.	Support for Drag and Drop Attachments
23.	Support for Integrated Address Book lookup
24.	Should support for Mail Box Delegation
25.	Should be able to create mail with a Signature
26.	Should be able to set User Mail Preferences like Default Mail Owner, Mail Save Setting, New Mail Notification
27.	Should provide support for Out of Office Settings
28.	Should be able to tentatively accept/draft meetings
29.	Should provide for Calendar Preferences like Default Appointment Duration, Calendar Entry Type, Auto processing invitations
30.	Should Print multiple Calendar formats: - Daily, - Weekly, - Monthly, - Calendar List, - To Do List, - Trifold
31.	Multi Threaded, Multi process for vertical and horizontal scalability.
32.	Hosted Domain Support.
33.	Support for setting up Multiple Virtual Domains
34.	Should redirect HTTP request to users home Mail server, based on users home server using LDAP/Address book lookup. Vendors should propose a Reverse Proxy Solution in order to achieve this.
35.	Should support outbound delivery control based on message priority, count and size

36.	Provide support for Simplified access to Server Monitoring. Should provide for single-click creation of new database usage, activity, replication, and ACL monitors. Administrators should be able to assess server performance and behavior in a historical context and in real-time.
37.	PKI for additional protection for user credentials.
38.	Should provide optional certificate authorization process to the administrators for integrated registration of Digital Keys and Internet Keys. The lower end administrators / designated users should be able to register users without access to the Certifier ID and password
39.	Any script written by a user (Internal / External) will not execute on the Client Machine unless the same has been certified by the System Administrator
40.	Should have inbuilt support for Newsgroup Service
41.	The Vendor should provide upgrade path to allow access to the mail system using Hand held wireless devices.
42.	The Vendor should provide an option to integrated Audio & Video E-Meeting support with present Messaging deployment.
43.	The messaging system should have a published API for interfacing with external systems.
44.	The messaging system should be extendable to a integrated workflow functionality, i.e. to structure the routing of forms for actions to be followed based on structured maintenance or other messaging related administrative or user mail-enabled applications.
45.	Solution should have document and content library management solution.
46.	The messaging system should be extendable to a integrated capability when required to develop, manage, and utilize forms oriented applications, e.g. development of mail enabled "approvals" forms, request forms, and similar functions etc. within the proposed solution.
47.	The messaging system should be extendable to a integrated approach to support the operation of mail-enabled applications, developed using the provided tools and methodologies, and provide managed access (e.g. to authorized users only) to these applications, e.g. support for mail-enabled applications accessed through the web by personnel from home or from remote locations
48.	The workflow engine should provide a tightly integrated security scheme with the e-mailing features

E) Web Interface

S.No.	Requirements
1.	All Web mail functionality should be accessible through web browsers
2.	Rich, interactive, web-based interface for end user functions (access via HTTP or HTTPS)
3.	The Web interface automatically updates to display messages and other updates (without refreshing the browser or users intervention).
4.	The Web mail session idle time should be configurable by the administrator at the global level.
5.	Secure logout from Web mail client to prevent unauthorized access to mail

	pages after sign out.
6.	Online end user help accessible directly from the end user interface.
7.	Ability to customize look and feel, logo, color themes, behavior, etc.
8.	Users can search from within the Web Client.
9.	Addresses auto-complete as they are being typed, including a dynamically updated selection dialog when multiple addresses match.
10.	Ability to assign tags/categories to To Do, Contacts, Calendar entries. Ability to assign tags to mail messages and configure alarms.
11.	Ability to render and create messages, appointments, and web documents in HTML format and Text format.
12.	Built-in Rich text editor for composing messages with support for color, fonts, attributes, font size, hyperlinks, etc.
13.	Ability to check and correct spelling while composing a mail message, calendar appointment, or web Document using an interactive spell check session
14.	Ability to choose from users in personal Address Books, shared Address Books, or the Global Address List.
15.	Should have support for folder nesting (folders within folders).
16.	The user should be able to append a text signature.
17.	Should show shared repositories to all users who have been granted rights to view them.
18.	User definable Personal folders to organize mail.
19.	Global address book for wide list of contacts, group mailing feature etc.
20.	Built-in support for displaying complete web interface in Hindi and other major Indian languages with Unicode support.
21.	Ability to take the recipient's digital certificate from a central server or from the user's personal address book in case the mail is to be encrypted.
22.	Feature to send and receive files as attachments.
23.	Send multiple attachments of any file type.
24.	Read receipt request - while composing a message, user can mark the message to request for a read receipt notification from the recipient and delivery status notification.

F) Monitoring

S.No.	Requirements
1.	Self-monitoring capabilities to monitor essential services and resources. Service monitoring agents integrated with service control programs to prevent accidental restarts. Monitor the messaging queues for stuck/jammed queues.
2.	Ability to monitor services on remote servers allowing cross site monitoring within the network.
3.	Monitoring Agents to perform routine monitoring and cleanup tasks on a time trigger:
4.	Per command alert recipients: Send alerts to different recipients depending on the command executed.

5.	Monitoring Console - A tool available via the web based administrator console or client to monitor the critical parameters of the server. The console provides a real time online view of the server functioning and covers three key aspects viz. services (status, down time, restarts etc.), resources (disk space, memory, connections, queues etc) and transactions (statistics of logins, mails exchanged etc).
6.	Enterprise Console - In a distributed server setup (enterprise setup), it may be required to remotely monitor the servers from a single point. Capability to view the consoles of selected other servers on the master console. The activity event log on the master should contain the consolidated event statements of the selected slave servers and the master server.
7.	The manageability solution should be able to proactively detect the health issues, server reboot, HW malfunctioning and service degradation / interruptions with the Messaging Platform (including the messaging application, underlying OS and the Directory) and should be able to create event / alerts and send them to the relevant administrators through email or other alert mechanisms.
8.	The solution must come with a pre-configured and prepackaged set of management rules and policies to efficiently manage events and alerts from the messaging Platform. There should be provisions to suppress the redundant events for enhancing Due Diligence as per of the management policy.
9.	While alerting on a critical issue with the Messaging Platform, the solution must provide contextual knowledgebase intelligence against individual alerts which should suggest the possible reasons of the alert and recommend best practice guidance to resolve the issue received on the console.
10.	The proposed solution should have capability to centrally collect, consolidate and aggregate the Audit Logs created in the Messaging Servers and analyze it centrally through a set of management rules for audit exception reporting etc.

G) Reports

S.No.	Requirements
1.	Mail delivery reports generated automatically and archived for pre-defined (configurable) number of days and available to the Messaging Administrator and to the End user. Example reports (not limited to only these):
2.	<ul style="list-style-type: none"> General statistics about the mail delivery (total messages, rejections, bytes transferred, etc.).
3.	<ul style="list-style-type: none"> List of domains with which mail was transacted.
4.	<ul style="list-style-type: none"> User wise successful message sends and receipts.
5.	<ul style="list-style-type: none"> Rejection due to mail policy controls.
6.	<ul style="list-style-type: none"> Data transferred by each user
7.	<ul style="list-style-type: none"> Messages fetched by each user from configured POP accounts.
8.	Controls for number of days to retain the report archives, whether to show the reports to the end user, etc.
9.	Health Monitor to generate periodic reports about the health of the system,

	security status, services, etc.
10.	<p>The items that must be logged such as identifying information about each email message that passes through the email service, including</p> <ul style="list-style-type: none"> • Envelope from, • Envelope recipient, • Time of transaction, • IP address of host sending message • Size of message, • Delay in delivering after receipt. • IMAP/s connections must also be logged, • Authentication failures • Database corruptions for the Message Store System • Failed MTA reverse domain lookups for a sent email message • MTA maximum hop count exceeded (typically a mail loop) • MTA connect failed to a site outside the email service • Rejection messages from sites outside the email service • Logging report should include unavailability of services, unavailability of connection , failure of writing data in mail store and disk. • LDAP query failures from any email service component • Quota problems
11.	Facility of displaying the extracted reports in the form of charts/graphs/tables.

H) Instant Messaging / Chatting

S.No.	Requirements
1.	The user authentication should be from the same Directory Services used with the MMS.
2.	Instant messaging service should have presence awareness of the users.
3.	Instant messaging service must provide support for archiving chats.
4.	Instant messaging service should publish and notify the user status.
5.	The Instant Messaging Service should provide an ability for Instant messaging (chat) and presence awareness.
6.	Users should be able to change their status (online, away, etc).

I) Mobile Clients

S.No.	Requirements
1.	The MMS services should be accessible using GPRS (EDGE), CDMA, WAP enabled mobile devices for limited set of users.
2.	List of PDAs that can be used with the proposed messaging solution.
3.	The solution should provide Push/Pull technology.
4.	Should support synchronization of calendar items, contact items, and mail items between pocket pc devices and the messaging server and client over GPRS network over the Internet

5.	The users should be able to synchronize tasks between their mobile devices and the messaging solution
6.	The users should be able to search the entire company contacts list from their mobile devices
7.	The users should have the functionality to search through their entire mailbox from their mobile devices.
8.	The user should be able to access internal corporate files through Mobile devices.
9.	The Mobile component of the messaging solution should support the functionality to remotely wipe all data from devices.

J) High Availability

S.No.	Requirements
1.	The Proposed Cluster Solution Should have single console web- based GUI management.
2.	The Proposed Cluster Solution Should support Ethernet and disk based cluster heartbeat link
3.	It should be possible to form a Cluster across different classes of servers from the same vendor
4.	The Proposed Cluster Solution Should provide flexibility for adding or removing servers in the cluster as needed without bringing the cluster or applications offline
5.	The Proposed Clustering Solution has to be based on application level clustering or operating system based clustering
6.	The Proposed Cluster Solution should provide system-based and application based monitoring.
7.	The Proposed Cluster Solution should have Extensive scalability. Cluster nodes could be added and removed as business needs change.
8.	The proposed cluster solution should have option to integrate with the data replication solution.

K) Discussion Forums / Blogs

S.No.	Requirements
1.	The user authentication should be from the same Directory Services used with the MMS.
2.	System should have a Discussion Forum that enables users to post messages and questions, share answers and ideas with attachments (word, PDF, spreadsheet formats).
3.	Discussion service should provide a snapshot view of various discussions that will enable users to quickly navigate to any of these areas.
4.	System should be email-enabled allowing customized notification of replies to the topics and posting of content by email.

5.	System should allow access control list, limiting users access to viewing, posting, replying and many other options.
6.	System should support unlimited forums that can be organized into as many categories.
7.	Message formatting with various fonts styles and sizes for posting.
8.	System should have powerful search facility.
9.	System should have support for Bulletin Board.
10.	System should have features to create a discussion forum for users.
11.	The solution should provide for a discussion database where users can create new discussion topics and others can reply to them with access privileges. It should be accessible from the Mail and Web Mail Client

Note: All the specifications mentioned above are the required minimum. Higher specification shall be acceptable but shall not be given any preference over the required minimum specification.

**LIST OF OFFICES OF PHHL FOR
IMPLEMENTATION OF EMAIL SOLUTION**

S.NO.	LOCATIONS	ADDRESS
1	NOIDA	Pawanhans Helicopters Limited, Corporate Office, C-14, Sector – I, Noida 201301
2	New Delhi	Pawanhans Helicopters Limited, Northern Region, Safdarjung Airport, New Delhi 110003
3	MUMBAI	Pawanhans Helicopters Limited, Western Region, Juhu Aerodrome, S. V. Road, Vile-Parle (West), Mumbai 400056

Bill of Material**A – Software**

S.No.	Product Description	Qty	Total Price (Rs.)
1	IBM LOTUS NOTES WITH COLLABORATION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	500	
2	IBM LOTUS DOMINO ENTERPRISE SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	400 (PVU)	
3	IBM LOTUS DOMINO MESSAGING SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	200 (PVU)	
4	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 8.5 ENGLISH DVD 128 BIT ENCRYPTION MEDIA PACK	1	
5	Operating System (supported Linux platform)	As per requirement	
6	Items not included above but required for installation & commissioning such as additional software licenses, hardware etc (if any) to meet the requirement		
	Taxes		
	Total		

* Note: The quantities indicated above in bill of material are tentative for the evaluation of bids. The successful bidder has to assess the actual quantity of material. The payment shall be made as per actual material used for the project.

PROJECT INSTRUCTIONS

1.0 Execution of Work

Even while carrying out the Scope of Work as specified and covered under the Contract, CONTRACTOR may be required to open / dismantle / re-align / modify any software, facilities or equipment of the existing facilities to carry out the said Scope of Work. The same shall be carried out at no extra cost to Company. It will be the total responsibility of the CONTRACTOR to make good, test and re-commission all such facilities during and after the completion of the Works. The CONTRACTOR shall be responsible for restoration and making it good as per original.

1.1 General terms & conditions included in the Scope of Work:

The scope of work includes but not limited to:

- a) Delivery of the product / software including transportation to PHHL, installations and transit insurance of the software at the cost and risk of the CONTRACTOR.
- b) The bidder shall impart Operational training and familiarization aspects of the system.
- c) It will be the total responsibility of the bidder to integrate the total supplied software and any additional software required to make the system operational as per the requirement of PHHL. The bidder has to do all programming as required by PHHL.
- d) The CONTRACTOR shall provide all technical information as and when required by PHHL in connection with the implementation of this project.

1.2 Acceptance Testing: -

The CONTRACTOR, at his own expense to demonstrate the capability, guaranteed, performance and compliance with the specifications, shall conduct these tests. The CONTRACTOR shall arrange for all consumables, experienced personnel, all special instruments, all temporary equipment including their installation for carrying out performance evaluation test requirements. Copies of the final report shall be submitted for overall system acceptance.

The approval of the PHHL of passing of inspection or testing by the PHHL will not however, prejudice the right of the PHHL to reject the product / software if it does not comply with the specifications when installed or it does not give complete satisfaction to the PHHL during service.

1.3 Delivery

Contractor shall be responsible for software delivery, receipt and handling as well as the necessary inspection when received from suppliers. The Contractor shall also handle damage claims and replacement or repairs.

1.4 Packing and Shipping Instructions:

All the material used for packing, wrapping, and sealers moisture resistant barriers and corrosion preventer shall be of recognized brands and shall conform to the best standards in the areas for the articles, which are packaged.

Workmanship shall be in accordance with best commercial practices. There shall be no defects, improper functions or omissions which would tend to impair the protection offered by the package as a whole.

The package shall be suitable for storage in tropicalised climate. It shall be suitable for transportation to site by road even during monsoon period.

Shipment shall be thoroughly checked for completeness before final packing and shipment. CONTRACTOR shall be fully responsible for any delay in installation commissioning schedule because of incomplete supply of software.

1.5 Execution

Rules & Regulations

Contractor shall observe national and local laws, ordinances, rules and regulations pertaining to the Works and shall be responsible for extra costs arising from violations of same.

1.6 Safety & Security Regulations

Safety/Fire Protection

The contractor shall take all necessary measures to protect the work and workmen against accidents and occupational disease. They should observe and comply with all Governmental safety regulations as required. Any violations of these regulations by the contractors, or their employees, may subject an individual to refusal by PHHL site entry.

Strict adherence to the safety regulations will be considered as an undivided part of the terms of this contract, which may lead to cancellation if corrective measures are not to be taken at once when a violation of any safety practice is continued after having been warned.

1.7 Preparation, Installation and Commissioning Activities

1.7.1 Installation and Commissioning

CONTRACTOR's responsibility at site shall include all activities necessary to be performed to complete the project as specified below as a minimum to achieve the functional requirements and design specifications of the system.

- a) Receipt of the product / material and checking the completeness of the supplies at the sites.
- b) Physical inspection of the product / material received in the presence of PHHL representative for checking transit damages before commencing installation activities for the sites.
- c) Provide installation tools, accessories and any other installation software required for integration and installation of the system at sites.
- d) Delivery of Material at Site: CONTRACTOR's representative will arrange for receipt and storage of material at respective sites. PHHL will however render required support in this regard.

1.8 Documentation:

Extensive documentation should be provided on operation, installation details and maintenance. Two complete sets should be provided.

The documentation shall necessarily cover the following:

- User/operation/administration manuals.
- Programming Manuals
- Users and technical manuals for any other bought out items etc.

1.9 Warranty Maintenance

- i) The CONTRACTOR shall provide Guarantee that every work executed under this contract shall be free from all defects and faults in materials, workmanship etc. and shall be of the highest grade and consistent with established and accepted standards for materials and workmanship of the type ordered and full conformity with the specifications and software shall satisfy its intended use.
- ii) Workmanship and operation of all the product, software, accessories etc. supplied by the CONTRACTOR shall be under warranty for a period of minimum 12 months from the date of taking over the entire system/acceptance of the work by the PHHL at the site as mentioned in this specification.
- iii) It shall be obligatory on the part of CONTRACTOR to modify any software and modify the operating, application and diagnostics software free of cost, in case of any malfunction is revealed even during on line operating after taking over within the warranty period.
- iv) CONTRACTOR shall also provide the total maintenance of the software / product during warranty period at sites.

BID EVALUATION CRITERIA (BEC)

A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS:

Bidders are required to confirm their unconditional compliance to the requirement of entire bidding documents. Bidders are advised not to take any exception/ deviations to the bid document.

B. REJECTION CRITERIA

B.1.0 Technical Rejection Criteria

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

B.1.1 Only the bidders who quote for the complete scope of Work / supply as indicated in the Bidding documents, addendum (if any) and any subsequent information given to the bidder shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in the bidding document.

B.1.2 The bidder should submit clause wise compliance to all the points under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Scope of Work, Technical specifications and special terms & conditions. Claim of compliances shall be supported by cross-reference to supporting documents/ published literature and it shall be mentioned in the “cross reference” column of the evaluation matrix. Evaluation will be carried out on the available information in the bid, and bids not fulfilling the BEC will not be considered further.

The format of Compliance statement shall be cited in the evaluation matrix given at “ANNEXURE - VI”.

B.1.3 Experience & capability of the bidder

The bidder should fulfill the following experience criteria:

- a) The bid must be from IBM authorized business partner. A copy of authorization letter with back up support authority letter and warranty support, with reference to this tender, from IBM in original shall be submitted along with bid for consideration of such bids.

Lotus Domino is the IBM's product. The bidder has to take undertaking from IBM to give maintenance support of the product (Lotus Domino) supplied to Pawan Hans Helicopters Ltd. against tender no. PHHL/CO/IS/101 during the life cycle of the product.

- b) Prior to the dead line for submission of the bids, the bidder must possess a minimum in-line experience of last 5 years in supply, installation and execution of related projects. The bidder must furnish documentary proof of experience along with bid.
- c) Bidder must have successfully executed in last five years at least two (02) projects (in two different years) of similar nature. Each project should have value of **Rs. 25.00 Lacs** in last five years from the date of submission of the bid.

The bidder must furnish list of all the major projects undertaken by him during the last 5 years along with case details in the following proforma. PHHL reserves the right of directly contacting the reference to verify the bidder's claim. The claim shall be supported by necessary documentary evidence (copy of completion certificate, order/contract etc.) in respect of the project executed.

Sl. No.	Description of order/ contract/project & Name and address of customer	Scope of work	Order reference & value	Completion status Schedule	Actual completion date

B.1.4 Specifications

- i) The product/software offered should be latest version and should conform fully the requirement and specifications of items as laid down in the detailed technical specifications of the bidding documents. Bidders should mention clearly details like make/ product code of the product offered.
- ii) The bidder shall provide technical brochures from the M/s IBM to support the technical specifications of all the product / software. In case, technical literature / details so provided are downloaded from Web sites, necessary references of the site must be provided. Bids not providing the detailed technical literature/ brochures are liable to be rejected by PHHL.
- iii) **Bids will be evaluated on the basis of technical literature/ brochures/ details/ certifications/ catalogue provided in the bid.** Bidders are therefore required to submit these documents as applicable in respect of the offered items as evidence that offered items meet the tender specifications. The literature should be in English language and should be numbered and annexed with proper references and only relevant literature should be enclosed. In case the literature/ information/ specifications are downloaded from website the same must be endorsed by the bidder and the address of the site must also be furnished for

reference. Bids submitted without such supporting documentation would not be considered.

B.1.5 Warranty and Service Support

All the supplied software / product shall be covered under On-site Warranty for one year. Wherever the warranty offered by M/s IBM is more than one year, the warranty period will be as offered by M/s IBM and passed on to PHHL. Warranty period shall start from the date of the acceptance of commissioning of the entire system. The warranty shall cover free maintenance of software provided. In case of any delay beyond 15 days for maintenance, if any, warranty period shall be extended accordingly, for that software / item.

B.1.6 Back-Up Authority

The bidder should have necessary tie up / MOU with the M/s IBM for back-up support including warranty and post warranty support for minimum **6 years (1 year warranty + 5 year post warranty)**. Documentary evidence to this effect must be submitted in original along with bid.

B.2 COMMERCIAL REJECTION CRITERIA

The following commercial conditions should be strictly complied with, failing which the bid will be rejected.

1.0 Acceptance of terms and conditions:

The bidder will submit an undertaking along with their bid that they have purchased the Bid Document and must confirm unconditional acceptance of General Conditions of Contract at **Annexure - II** and the instructions to the bidders at **Annexure - I** of the bidding document.

2.0 Offers of following kinds will also be rejected:

- a) Offers made without Bid Security along with the offer. Refer **Annexure - I** of bid document.
- b) Fax/ E-mail / photo copy offers.
- c) Offers which do not confirm unconditional validity of bid for 90 days from the date of opening of bid.
- d) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- e) Offers which do not confirm to PHHL's price schedule format at **Appendix - 6 of Annexure - I** of the Bid Document.

- f) Offers which do not confirm to the delivery/completion period indicated in the bid document.

- C. Duties and Taxes:** The lump sum price is inclusive of all duties, taxes, Service taxes and levies/VAT/ work contract tax etc as may be applicable. The bidders are requested to ascertain themselves the prevailing rates of applicable taxes and duties before the submission of price bids/revised price bids (if any) and PHHL would not undertake any responsibility in this regard.

Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-CONTRACTOR's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable.

- D. Base Price Definition:**

Total lump sum amount including taxes and levies quoted for the entire scope of work as per Bidding Documents including addendum (s), if any, shall be taken as a base price for the purpose of evaluation.

- E. Financial Criteria:**

Average Turnover of Bidders: Rs 2.00 Crore per annum.

Note:

i. For the purpose of ascertaining parameter of Turnover of the bidder, average turnover of the bidder for the latest two financial years **2007-08** and **2008-09** to be considered.

ii. The bidder will provide a copy each of audited annual report of latest two financial years **2007-08** and **2008-09** for ascertaining their turnover.

- F. GENERAL**

- I. **Discount:** Bidder's are advised not to indicate any separate discount. Discount if any, should be merged with the quoted prices. Discount of any type indicated separately, will not be taken into account for evaluation purpose. However, in the event of such offer without considering discount is found to be lowest, PHHL shall avail such discount at the time of award of contract.
- II. PHHL reserves the right to accept / reject any offer on technical / commercial grounds without assigning any reasons.
- III. Any other point, which may arise at the time of evaluation, will be decided by PHHL for assessment of the bids.

- IV. Evaluation of the bids will be carried out strictly as per the Bid Evaluation Criteria. Bidders are advised to state compliances to these clauses explicitly, substantiated by documentary evidences as required.
- V. Bidder shall not make any alterations / changes in the bid after the closing time and date of the bid. Unsolicited correspondences from the bidder will not be considered.
- VI. The BEC over rides all other similar clauses operating anywhere in the Bid Documents.

ANNEXURE - V

SPECIAL INSTRUCTIONS AND SPECIAL TERMS & CONDITIONS:

1.0 The bidder must give numbers on each page of their bid, so that the serial number of page can be given under “Cross reference” column of the Bid matrix.

2.0 Inspection terms

2.1 Bidder shall give Inspection call to PHHL and offer the ordered items for Inspection at the bidder's premises. The items may be inspected in maximum of two lots.

2.2 At the time of inspection of the items listed below, the following tests shall be arranged / demonstrated by the bidder. Test reports or “Type” test reports, Technical Literature of the product must be made available to the inspection team:

2.2.1 Tests:

- Sl. No. Make/Product code if any
- Technical literature
- Users License from IBM if any.
- Media, Documentation etc.

3.0 Payment Terms:

3.1 Payment Procedure:

Sl No	Activity	% of payment	Milestone for payment
1	Installation, Integration & Commissioning Email solution at Pawanhans Corporate office Noida and Western Region Mumbai	100%	On delivery, successful installation & commissioning at both locations as per tender document.
2	AMC Payment		Quarterly-At the end of the quarter

Definitions of Installation and Commissioning are given below at clause No. 4.1 and 4.2.

- 3.2 No advance payment in any form shall be made to the successful bidder.
- 3.3 Income tax or any other applicable tax deductions will also be made as per rules prevailing. In addition to the income tax, any other taxes and duties will be as per the instructions given in BEC (Commercial) will also be deducted.
- 3.4 In the event of the CONTRACTOR failing to honour any of the commitment entered under the contract and/or in respect of any amount due from the CONTRACTOR to the PHHL (including but not limited to liquidated damages charges), the PHHL shall have the unconditional option to invoke the performance guarantee and claim the amount from the bank. The bank shall be obliged to make payment to the PHHL upon demand.
- 3.5 The CONTRACTOR shall submit invoice(s) in triplicate prepared in the name of General Manager (IS), CO of PHHL along with all the required certificates and supporting documents. The complete set of invoices along with all the enclosures, as received from the CONTRACTOR will be forwarded by General Manager, Infocom services to their finance section, after certification / verification of the terms and conditions of payment.
- 3.6 The payment will be made within fifteen (15) working days from the date of receipt of the bills / invoices and other documents in PHHL, complete in all respect. However, no interest or claim will be payable, in case of delay of payment, due to any reason whatsoever.
- 3.7 No part payment will be made against part supply, meant for the concerned project.

4.0 Definitions:

4.1 Installation:

Installation of the product / software shall be considered to have been completed after all the product / software has been tested for the specified features.

4.2 Commissioning:

The system shall be considered to have been commissioned when services and applications are tested for the installed product / software.

BID EVALUATION CRITERIA (BEC) MATRIX

Clause No.	BEC Clauses and Special Terms & Conditions	Bidder's Confirmation			
		Comp- lied/ Not Comp- lied	How comp- lied? Where- ever appli- cable (Bid- der's solution)	Cross Refer ences	Remar ks
A. <u>Vital criteria for acceptance of bids:</u>					
	Bidders are required to confirm their unconditional compliance to the requirement of entire bidding documents. Bidders are advised not to take any exception/ deviations to the bid document.				
B.	<u>REJECTION CRITERIA</u>				
B.1.0	<u>TECHNICAL REJECTION CRITERIA</u>				
B.1.1	Only the bidders who quote for the complete scope of Work / supply as indicated in the Bidding documents, addendum (if any) and any subsequent information given to the bidder shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in the bidding document.				

B.1.2	<p>The bidder should submit clause wise compliance to all the points under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Scope of Work, Technical specifications and special terms & conditions. Claim of compliances shall be supported by cross-reference to supporting documents/ published literature and it shall be mentioned in the "cross reference" column of the evaluation matrix. Evaluation will be carried out on the available information in the bid, and bids not fulfilling the BEC will not be considered further.</p> <p>The format of Compliance statement shall be cited in the evaluation matrix given at ANNEXURE - VI.</p>				
B.1.3	EXPERIENCE AND CAPABILITY OF THE BIDDER				
a	<p>The bid must be from IBM authorized business partner. A copy of authorization letter with back up support authority letter and warranty support, with reference to this tender, from IBM in original shall be submitted along with bid for consideration of such bids.</p> <p>Lotus Domino is the IBM's product. The bidder has to take undertaking from IBM to provide maintenance support of the product (Lotus Domino) supplied to Pawan Hans Helicopters Ltd. against tender no. PHHL/CO/IS/101 during the life cycle of the product.</p>				

b	Prior to the dead line for submission of the bids, the bidder must possess a minimum in-line experience of last Five (05) years in supply, installation and execution of related projects. The bidder must furnish documentary proof of experience along with bid.				
c	<p>Bidder must have successfully executed at least two (02) projects of similar nature. Each project should have value of Rs. 25.00 Lacs in the last five years prior to the date of submission of the bid.</p> <p>The bidder must furnish list of all the major projects undertaken by him during the last 5 years along with case details in the proforma given at Appendix - 4 of Annexure - I. PHHL reserves the right of directly contacting the reference to verify the bidder's claim. The claim shall be supported by necessary documentary evidence (copy of completion certificate, order/contract etc.) in respect of the project executed.</p>				
B.1.4	SPECIFICATIONS:				
i	The product / software offered should be latest version and should conform fully the requirement and specifications of items as laid down in the detailed technical specifications of the bidding documents. Bidders should mention clearly details like make/ product code of the product offered.				

ii	The bidder shall provide technical brochures from the M/s IBM to support the technical specifications of all the product / software. In case, technical literature / details so provided are downloaded from Web sites, necessary references of the site must be provided. Bids not providing the detailed technical literature/ brochures are liable to be rejected by PHHL.				
iii	Bids will be evaluated on the basis of technical literature/ brochures/ details/ certifications/ catalogue provided in the bid. Bidders are therefore required to submit these documents as applicable in respect of the offered items as evidence that offered items meet the tender specifications. The literature should be in English language and should be numbered and annexed with proper references and only relevant literature should be enclosed. In case the literature/ information/ specifications are downloaded from website the same must be endorsed by the bidder and the address of the site must also be furnished for reference. Bids submitted without such supporting documentation would not be considered.				
B.1.5	<u>WARRANTIES AND SERVICE SUPPORT:</u>				

	<p>All the supplied product / software shall be covered under On-site Warranty for one year. Wherever the warranty offered by M/s IBM is more than one year, the warranty period will be as offered by M/s IBM and passed on to PHHL. Warranty period shall start from the date of the acceptance of commissioning of the entire system. The warranty shall cover free maintenance of software provided. In case of any delay beyond 15 days for maintenance, if any, warranty period shall be extended accordingly, for that software / item.</p>				
B.1.6	The bidder must give following undertaking: - (Back-Up Authority)				
	<p>The bidder should have necessary tie up / MOU with the M/s IBM for back-up support including warranty and post warranty support for minimum 6 years (1 year warranty + 5 year post warranty). Documentary evidence to this effect must be submitted in original along with bid.</p>				
B.2	COMMERCIAL REJECTION CRITERIA				
	<p>The following commercial conditions should be strictly complied with failing which the bid will be rejected.</p>				
1.0	Acceptance of terms & conditions				

	The bidder will submit an undertaking along with their bid that they have purchased the Bid Document and must confirm unconditional acceptance of General Conditions of Contract at Annexure - II and the instructions to the bidders at Annexure - I of the bidding document.				
2.0	<p>Offers of following kinds will also be rejected:</p> <p>a) Offers made without Bid security along with the offer. Refer Annexure - I of bid document.</p> <p>b) Fax/ E-Mail / photo copy offers.</p> <p>c) Offers which do not confirm unconditional validity of bid for 90 days from the date of opening of bid.</p> <p>d) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.</p> <p>e) Offers which do not confirm to PHHL's price schedule format at Appendix - 6 of Annexure - I of the Bid Document.</p> <p>f) Offers which do not confirm to the delivery / completion period indicated in the bid document.</p>				
C	Duties & taxes				

	<p>The lump sum price is inclusive of all duties, taxes, Service taxes and levies etc as may be applicable. The bidders are requested to ascertain themselves the prevailing rates of applicable taxes and duties before the submission of price bids/revised price bids (if any) and PHHL would not undertake any responsibility in this regard.</p> <p>Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-CONTRACTOR's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable.</p>				
D	Base Price Definition :-				
	Total lump sum amount including taxes and levies quoted for the entire scope of work as per Bidding Documents including addendum (s), if any, shall be taken as a base price for the purpose of evaluation. :				
E	Financial Criteria:				
	Average Turnover of Bidders: Rs 2.00 Crore per annum.				
F	General :-				
I	Discount: Bidder's are advised not to indicate any separate discount. Discount if any, should be merged with the quoted prices. Discount of any type indicated separately, will not be taken into account for evaluation purpose. However, in the event of such offer without considering discount is found to be lowest, PHHL shall avail such discount at the time of award of contract.				
II	PHHL reserves the right to accept / reject any offer on technical / commercial grounds without assigning any reasons.				

III	Any other point, which may arise at the time of evaluation, will be decided by PHHL for assessment of the bids.				
IV	Evaluation of the bids will be carried out strictly as per the Bid Evaluation Criteria. Bidders are advised to state compliances to these clauses explicitly, substantiated by documentary evidences as required.				
V	Bidder shall not make any alterations / changes in the bid after the closing time and date of the bid. Unsolicited correspondences from the bidder will not be considered.				
VI	The BEC over rides all other similar clauses operating anywhere in the Bid Documents.				

Signature of Bidder

TECHNICAL SPECIFICATION COMPLIANCE MATRIX

A) Mail Server

S.No.	Requirements	Complied / Not Complied	Remarks
1	Enterprise Messaging Server: Application Name, Version, date of release of proposed version, date of release of next version, application/product development path, etc.		
2	Enable users to connect using the desktop / thick mail clients using industry standard protocols like POP3/IMAP/HTTP/SMTP over normal and secure channels.		
3	Provide support for secure login and access		
4	Capability to do FIELD Level Synchronization, Selective & Formula Based Synchronization between Server to Server and Client to Server with a view of being able to propagate documents, mail and directory changes. The synchronization supported must be Incremental		
5	Inbuilt compression support for Server to Server connections to minimize bandwidth utilization.		
6	Highly saleable and provide for high reliability		
7	Provide inbuilt support for event monitors, alarms and statistics reporting. The reports should have a facility to automatically send selective alerts or system errors to a pre-defined Email address.		
8	Transaction logging for database view indexes.		
9	Automated fault recovery across different operating platforms.		
10	Integrated Instant messaging awareness and chat.		
11	Workflow application and supported open standard format		
12	Policy-based management should provide for centralized, targeted control over user settings, so a change in one place can update users in any scope — from an individual to a group or to an entire organization. Policy Based Management should also provide for control user registration options.		
13	Policy Based Management should also support Archiving Policies which allow the Administrator to define the server and thresholds for archiving to commence		
14	Policy Based Management may also Password		

	Expiry and Password Change policies		
15	Policy Based Management shall come into effect for the thick Client / User at the time of User Registration, User Setup, Every time the user logs on.		
16	Allow administrators to automate notification and distribution of native e-mail client Software Upgrades. This should help to eliminate the need for desk-side visits. Through such upgrades, administrators should be able to configure and assign updates centrally. The mail client can then download and install client updates automatically. The system must allow for a No Touch Upgrade for the Native mail Client.		

B) Security

S.No.	Requirements	Complied / Not Complied	Remarks
11.	Encryption for all messaging components including local store of data. Local Store encryption shall be customizable for various levels of encryption required. Encryption shall not mean password protection.		
12.	Inbuilt support for digital signature		
13.	Should provide support for simple, flexible administration via a web browser and thick client.		
14.	Anti-Relay enforcement on incoming connection, allow only the customer's domains		
15.	SSL encryption with 128/168 bit key		
16.	Should provide integrated PKI as a foundation for numerous security features, including: digital signatures and encryption; granular access control -- down to the individual field level; execution control lists; local data encryption; and trust relationships in multi-organization and Extranet applications.		
17.	Should allow multi level passwords to ensure that no one administrator may have full control of the important user credentials.		
18.	Should provide Reader control at the document/record level to ascertain only selective users may ever be able to search and access such secure and confidential content.		
19.	Provide flexible delegated administration at the field/granular Level. It should offer Hierarchy based delegated administration. It should also support definition of explicit / implicit policy kind of		

	a structure for delegated administration. The delegated administration feature should be OS independent and shall be a function of the Messaging Software and not the OS.		
20.	Should provide support for field level security for all messaging components.		

C) Mail Routing Requirements

S.No.	Requirements	Complied / Not Complied	Remarks
22.	The Mails system should have inbuilt utilities to track mail routing process. The system should provide scheduled and ad hoc reports.		
23.	Dynamic Least cost based mail routing, connectivity over dial-up / leased line with other mail server. The Least cost based Mail Routing should not be completely depend on the DNS service. The Mail Routing system should maintain its own routing table to judge the routing path.		
24.	Cluster aware routing process such that if one server fails the Mail router should be able to send the mail to another server in the cluster farm		
25.	Provide support for graphical mail topology, mapping and monitoring.		
26.	Provide support and services for protocol like POP, IMAP4, SMTP etc along with Web Access support.		
27.	Able to perform Anti-Relay enforcement on incoming connection, allow only the customer's domains		
28.	Provide sender domain validation in DNS (verify connecting domain in DNS)		
29.	Able to verify that the local domain user exists in LDAP directory		
30.	Outbound sender and recipient controls (SMTP Rules)		
31.	Outbound delivery control based on message priority or count or size		
32.	Provide support for simple, flexible administration via a web browser. All the functionality of the system including registration of users for Native Client / POP / IMAP/ HTTP etc		
33.	Highly scalable and provide for high reliability		
34.	Network data compression - Network traffic to be compressed at the network layer. This feature requires compression to be enabled on both the client and the server.		
35.	Periodic or per-message notification when the quota is exceeded.		

36.	Should provide for Retention of Mails in case the user reaches his/her quota		
37.	Automatic Cleanup after Message Deletion		
38.	Mail Journaling		
39.	Should have support for both Server Side and client Side Mail Rules to provide controls for message shaming.		
40.	Should support Virus Scanning utilities dynamically scan messages for virus signatures before delivering.		
41.	Message store for incoming and outgoing messages		
42.	The system must provide for Server Health Monitoring Tools which provide Analysis and Reports on the health of the server so as to prevent Unplanned Server outages on account of various parameters like Less Memory, Disk space, Processing Power etc.		

D) Mail Client

S.No.	Requirements	Complied / Not Complied	Remarks
49.	Welcome Page should be customizable central access point that will allow users to display information they need in the way that they want.		
50.	Connection wizard - simplifies setup tasks including connecting to POP, SMTP and IMAP servers		
51.	Selective replication & synchronization - Users should create selective replica by selecting databases, documents, views, or folders.		
52.	Messaging Client Should provide cross platform support for Windows, Linux and Mac OS		
53.	Messaging solution should have integrated IM for presence awareness and chat		
54.	Solution should have productivity tools create document, presentation and spreadsheet.		
55.	Data sent over the network can be compressed for more efficient network utilization.		
56.	Allow multiple people to share one window OS-based PC. Administrators create multiple-user profiles on a single PC, allowing users to access their personal data while sharing common information		
57.	Roaming user - allow users to have their personal information, Welcome Page, bookmarks, address book, preferences, journal, user dictionary – anywhere they are working.		

58.	Document locking - Soft locks, when a document is being edited, the server copy is protected. Hard locks, to lock a document for an extended period of time.		
59.	Multiple archive policies and destinations. Save valuable contents and retrieve them whenever they are needed.		
60.	Viewing, creating, and scheduling calendar entries and meetings.		
61.	Multitasking – Allow users to perform other functions simultaneously.		
62.	Off-line support for all PIM functionality i.e. task management, personal archiving and contact management.		
63.	Ability for the user to change password		
64.	Should allow the user to bring a copy of the server's directory catalog off-line.		
65.	Allow users to manage another user's calendar. Can compose and accept/decline meeting invitations.		
66.	Can schedule an Instant Messaging meeting directly in calendar and reserve IM resources. It should also provide full scheduling workflow if the meeting needs to be rescheduled.		
67.	Should support Task Assignment		
68.	Should support for Offline support via the Browser		
69.	Should provide for support for Journal Entries		
70.	Support for Drag and Drop Attachments		
71.	Support for Integrated Address Book lookup		
72.	Should support for Mail Box Delegation		
73.	Should be able to create mail with a Signature		
74.	Should be able to set User Mail Preferences like Default Mail Owner, Mail Save Setting, New Mail Notification		
75.	Should provide support for Out of Office Settings		
76.	Should be able to tentatively accept/draft meetings		
77.	Should provide for Calendar Preferences like Default Appointment Duration, Calendar Entry Type, Auto processing invitations		
78.	Should Print multiple Calendar formats: - Daily, - Weekly, - Monthly, - Calendar List, - To Do List, - Trifold		
79.	Multi Threaded, Multi process for vertical and horizontal scalability.		
80.	Hosted Domain Support.		
81.	Support for setting up Multiple Virtual Domains		
82.	Should redirect HTTP request to users home Mail server, based on users home server using LDAP/Address book lookup. Vendors should		

	propose a Reverse Proxy Solution in order to achieve this.		
83.	Should support outbound delivery control based on message priority, count and size		
84.	Provide support for Simplified access to Server Monitoring. Should provide for single-click creation of new database usage, activity, replication, and ACL monitors. Administrators should be able to assess server performance and behavior in a historical context and in real-time.		
85.	PKI for additional protection for user credentials.		
86.	Should provide optional certificate authorization process to the administrators for integrated registration of Digital Keys and Internet Keys. The lower end administrators / designated users should be able to register users without access to the Certifier ID and password		
87.	Any script written by a user (Internal / External) will not execute on the Client Machine unless the same has been certified by the System Administrator		
88.	Should have inbuilt support for Newsgroup Service		
89.	The Vendor should provide upgrade path to allow access to the mail system using Hand held wireless devices.		
90.	The Vendor should provide an option to integrated Audio & Video E-Meeting support with present Messaging deployment.		
91.	The messaging system should have a published API for interfacing with external systems.		
92.	The messaging system should be extendable to a integrated workflow functionality, i.e. to structure the routing of forms for actions to be followed based on structured maintenance or other messaging related administrative or user mail-enabled applications.		
93.	Solution should have document and content library management solution.		
94.	The messaging system should be extendable to a integrated capability when required to develop, manage, and utilize forms oriented applications, e.g. development of mail enabled "approvals" forms, request forms, and similar functions etc. within the proposed solution.		
95.	The messaging system should be extendable to a integrated approach to support the operation of mail-enabled applications, developed using the provided tools and methodologies, and provide managed access (e.g. to authorized users only) to these applications, e.g. support for mail-enabled		

	applications accessed through the web by personnel from home or from remote locations		
96.	The workflow engine should provide a tightly integrated security scheme with the e-mailing features		

E) Web Interface

S.No.	Requirements	Complied / Not Complied	Remarks
25.	All Web mail functionality should be accessible through web browsers		
26.	Rich, interactive, web-based interface for end user functions (access via HTTP or HTTPS)		
27.	The Web interface automatically updates to display messages and other updates (without refreshing the browser or users intervention).		
28.	The Web mail session idle time should be configurable by the administrator at the global level.		
29.	Secure logout from Web mail client to prevent unauthorized access to mail pages after sign out.		
30.	Online end user help accessible directly from the end user interface.		
31.	Ability to customize look and feel, logo, color themes, behavior, etc.		
32.	Users can search from within the Web Client.		
33.	Addresses auto-complete as they are being typed, including a dynamically updated selection dialog when multiple addresses match.		
34.	Ability to assign tags/categories to To Do, Contacts, Calendar entries. Ability to assign tags to mail messages and configure alarms.		
35.	Ability to render and create messages, appointments, and web documents in HTML format and Text format.		
36.	Built-in Rich text editor for composing messages with support for color, fonts, attributes, font size, hyperlinks, etc.		
37.	Ability to check and correct spelling while composing a mail message, calendar appointment, or web Document using an interactive spell check session		
38.	Ability to choose from users in personal Address Books, shared Address Books, or the Global Address List.		
39.	Should have support for folder nesting (folders within folders).		

40.	The user should be able to append a text signature.		
41.	Should show shared repositories to all users who have been granted rights to view them.		
42.	User definable Personal folders to organize mail.		
43.	Global address book for wide list of contacts, group mailing feature etc.		
44.	Built-in support for displaying complete web interface in Hindi and other major Indian languages with Unicode support.		
45.	Ability to take the recipient's digital certificate from a central server or from the user's personal address book in case the mail is to be encrypted.		
46.	Feature to send and receive files as attachments.		
47.	Send multiple attachments of any file type.		
48.	Read receipt request - while composing a message, user can mark the message to request for a read receipt notification from the recipient and delivery status notification.		

F) Monitoring

S.No.	Requirements	Complied / Not Complied	Remarks
11.	Self-monitoring capabilities to monitor essential services and resources. Service monitoring agents integrated with service control programs to prevent accidental restarts. Monitor the messaging queues for stuck/jammed queues.		
12.	Ability to monitor services on remote servers allowing cross site monitoring within the network.		
13.	Monitoring Agents to perform routine monitoring and cleanup tasks on a time trigger:		
14.	Per command alert recipients: Send alerts to different recipients depending on the command executed.		
15.	Monitoring Console - A tool available via the web based administrator console or client to monitor the critical parameters of the server. The console provides a real time online view of the server functioning and covers three key aspects viz. services (status, down time, restarts etc.), resources (disk space, memory, connections, queues etc) and transactions (statistics of logins, mails exchanged etc).		

16.	Enterprise Console - In a distributed server setup (enterprise setup), it may be required to remotely monitor the servers from a single point. Capability to view the consoles of selected other servers on the master console. The activity event log on the master should contain the consolidated event statements of the selected slave servers and the master server.		
17.	The manageability solution should be able to proactively detect the health issues, server reboot, HW malfunctioning and service degradation / interruptions with the Messaging Platform (including the messaging application, underlying OS and the Directory) and should be able to create event / alerts and send them to the relevant administrators through email or other alert mechanisms.		
18.	The solution must come with a pre-configured and prepackaged set of management rules and policies to efficiently manage events and alerts from the messaging Platform. There should be provisions to suppress the redundant events for enhancing Due Diligence as per of the management policy.		
19.	While alerting on a critical issue with the Messaging Platform, the solution must provide contextual knowledgebase intelligence against individual alerts which should suggest the possible reasons of the alert and recommend best practice guidance to resolve the issue received on the console.		
20.	The proposed solution should have capability to centrally collect, consolidate and aggregate the Audit Logs created in the Messaging Servers and analyze it centrally through a set of management rules for audit exception reporting etc.		

G) Reports

S.No.	Requirements	Complied / Not Complied	Remarks
12.	Mail delivery reports generated automatically and archived for pre-defined (configurable) number of days and available to the Messaging Administrator and to the End user. Example reports (not limited to only these):		
13.	<ul style="list-style-type: none"> General statistics about the mail delivery (total messages, rejections, bytes transferred, etc.). 		
14.	<ul style="list-style-type: none"> List of domains with which mail was transacted. 		

15.	<ul style="list-style-type: none"> ▪ User wise successful message sends and receipts. 		
16.	<ul style="list-style-type: none"> ▪ Rejection due to mail policy controls. 		
17.	<ul style="list-style-type: none"> ▪ Data transferred by each user 		
18.	<ul style="list-style-type: none"> ▪ Messages fetched by each user from configured POP accounts. 		
19.	Controls for number of days to retain the report archives, whether to show the reports to the end user, etc.		
20.	Health Monitor to generate periodic reports about the health of the system, security status, services, etc.		
21.	<p>The items that must be logged such as identifying information about each email message that passes through the email service, including</p> <ul style="list-style-type: none"> • Envelope from, • Envelope recipient, • Time of transaction, • IP address of host sending message • Size of message, • Delay in delivering after receipt. • IMAP/s connections must also be logged, • Authentication failures • Database corruptions for the Message Store System • Failed MTA reverse domain lookups for a sent email message • MTA maximum hop count exceeded (typically a mail loop) • MTA connect failed to a site outside the email service • Rejection messages from sites outside the email service • Logging report should include unavailability of services, unavailability of connection , failure of writing data in mail store and disk. • LDAP query failures from any email service component • Quota problems 		
22.	Facility of displaying the extracted reports in the form of charts/graphs/tables.		

H) Instant Messaging / Chatting

S.No.	Requirements	Complied / Not Complied	Remarks
7.	The user authentication should be from the same Directory Services used with the MMS.		
8.	Instant messaging service should have presence awareness of the users.		
9.	Instant messaging service must provide support for archiving chats.		
10.	Instant messaging service should publish and notify the user status.		
11.	The Instant Messaging Service should provide ability for Instant messaging (chat) and presence awareness.		
12.	Users should be able to change their status (online, away, etc).		

I) Mobile Clients

S.No.	Requirements	Complied / Not Complied	Remarks
10.	The MMS services should be accessible using GPRS (EDGE), CDMA, WAP enabled mobile devices for limited set of users.		
11.	List of PDAs that can be used with the proposed messaging solution.		
12.	The solution should provide Push/Pull technology.		
13.	Should support synchronization of calendar items, contact items, and mail items between pocket pc devices and the messaging server and client over GPRS network over the Internet		
14.	The users should be able to synchronize tasks between their mobile devices and the messaging solution		
15.	The users should be able to search the entire company contacts list from their mobile devices		
16.	The users should have the functionality to search through their entire mailbox from their mobile devices.		
17.	The user should be able to access internal corporate files through Mobile devices.		
18.	The Mobile component of the messaging solution should support the functionality to remotely wipe all data from devices.		

J) High Availability

S.No.	Requirements	Complied / Not Complied	Remarks
9.	The Proposed Cluster Solution Should have single console web- based GUI management.		
10.	The Proposed Cluster Solution Should support Ethernet and disk based cluster heartbeat link		
11.	It should be possible to form a Cluster across different classes of servers from the same vendor		
12.	The Proposed Cluster Solution Should provide flexibility for adding or removing servers in the cluster as needed without bringing the cluster or applications offline		
13.	The Proposed Clustering Solution has to be based on application level clustering or operating system based clustering		
14.	The Proposed Cluster Solution should provide system-based and application based monitoring.		
15.	The Proposed Cluster Solution should have Extensive scalability. Cluster nodes could be added and removed as business needs change.		
16.	The proposed cluster solution should have option to integrate with the data replication solution.		

K) Discussion Forums / Blogs

S.No.	Requirements	Complied / Not Complied	Remarks
12.	The user authentication should be from the same Directory Services used with the MMS.		
13.	System should have a Discussion Forum that enables users to post messages and questions, share answers and ideas with attachments (word, PDF, spreadsheet formats).		
14.	Discussion service should provide a snapshot view of various discussions that will enable users to quickly navigate to any of these areas.		
15.	System should be email-enabled allowing customized notification of replies to the topics and posting of content by email.		
16.	System should allow access control list, limiting users access to viewing, posting, replying and many other options.		
17.	System should support unlimited forums, that can be organized into as many categories.		

18.	Message formatting with various font styles and sizes for posting.		
19.	System should have powerful search facility.		
20.	System should have support for Bulletin Board.		
21.	System should have features to create a discussion forum for users.		
22.	The solution should provide for a discussion database where users can create new discussion topics and others can reply to them with access privileges. It should be accessible from the Mail and Web Mail Client		

Signature of Bidder
