

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION :

Transformers & Electricals Kerala Limited (TELK) is a Joint Venture of Government of Kerala and NTPC Limited. TELK manufactures High Voltage Power Transformers (up to 315 MVA, 420 kV) and other equipments (CT, PT, Bushings) up to 420 kV class. The company has its Corporate & Registered office at Angamally South, Ernakulam Dist., Kerala -683573.

Presently, TELK is using its E-mail facility – mail.telk.com, for sending /receiving E-mails. These e-mails are accessed by users through email client software /internet directly from provider's site. The servers for mailing services are located in the data center of Service Provider. Control panel has been configured for TELK for managing Email boxes. We have 80 Nos. of email IDS with 150GB space.

TELK intends to have a proven business mail solution which is secured & reliable to meet the requirements of TELK and hence we invite bids from reputed and eligible "Business Email Solution Providers" offering services as detailed in the Scope of Work.

2. INSTRUCTION TO BIDDERS :

a) Earnest Money Deposit:

The bidder shall submit an EMD of Rs. 9000.00 along with tender document. EMD of the successful bidder shall be returned on submission of PBG. EMD of the unsuccessful bidder shall be returned immediately after award of work order.

3. ELIGIBILITY CRITERIA :

a) The Bidder should have successfully completed at least 3 (Three) projects in proposed Business Email Solution (Implementation & Annual Maintenance) with minimum 25 email users per project in last three (3) years as on 31.03.2019 with at least 1 (one) of the project should be with Govt. /State departments/PSU/Public companies registered under the Companies Act in Kerala.

Copies of the following documents are required for 2 (two) projects.

1. Purchase Order/ Work Order /Agreement signed with the client.
2. Satisfactory Performance certificate mentioning successful operation & maintenance.

b) Bidder should have Service Centers in Kerala to ensure immediate resolution of any breakdown. Bidder shall submit the address and details of the service centers in Kerala.



**Implementation and Annual maintenance of
Business Email solution for TELK
BID DOC No. : TELK/C&M/EDP/MSH/213/2019**

**SECTION:
SW & SCC**

Page 1 of 6

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

4. SCOPE OF WORK :

4.1 General :

- I. Implementation and Annual maintenance of Business Email solution for TELK.
- II. Maintaining the above service with 24X7 technical support for a period of 3 years (August, 2019 to July, 2022) from the commencement of contract and providing 99.9% uptime.
- III. Co-ordination with existing Contractor to switch over from the existing server to the new Email Solution shall be the responsibility of successful bidder. TELK shall facilitate support from Domain (telk.com) Registrar and existing Contractor.
- IV. TELK will not bear any other cost related /cost for Software/licenses/Hardware associated with this project other than cost of the proposed mail solution specified in Bid.

4.2 Requirements :

The offered solution should satisfy the following requirements:

- a) Service shall be available with 99.9% uptime. Mail Service is considered to be disrupted if it is not available for more than 30 minutes. Down time allowed in a quarter is 2 hours maximum. TELK will impose a penalty at the rate of 2% of the value of the quarterly billing amount for every additional downtime hour (beyond 2 hours), subject to a maximum of 20% of the value of the quarterly billing amount.

Exclusions:

Downtime due to following situations will not be considered for the purpose of calculation of penalty:

- i. Scheduled maintenance by service provider with prior intimation to TELK
 - ii. Force majeure events
- b) Contractor shall provide service support for 24X7.
 - c) Contractor shall provide Control Panel for entire period of contract for managing the mail solution. TELK administrator should be able to create new email boxes, delete an existing email box.
 - d) Contractor shall provide Administrator Access for customized blacklisting of email users/domains.
 - e) Contractor shall provide Administrator Access for customized white listing of email users/domains.
 - f) Mail solution should have web based client.
 - g) Mail Accounts can be accessed via Outlook, Windows live mail etc.
 - h) Security Features :

**Implementation and Annual maintenance of
Business Email solution for TELK**

BID DOC No. : TELK/C&M/EDP/MSH/213/2019

**SECTION:
SW & SCC**

Page 2 of 6



SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

1. Should be having necessary protection from hacking, different kinds of attacks/vulnerabilities.
 2. Suitable IT security measures/solutions like firewalls, Intrusion Detection System (IDS), Intrusion Prevention System (IPS) should be available for protection of mail solution.
 3. Mail Solution should be integrated with reputed anti-virus/ anti-spam software for protection from viruses/spams/malicious attacks.
 4. Mail Solution should be protected from Denial of Service Attacks.
 5. Mail Solution should not deliver email with virus infection.
 6. Contractor must take all precautions to ensure that the domain of TELK should never be blacklisted.
- i) Contractor shall maintain routine daily backup for mail boxes. Backup of Mails every 24 hours to be maintained by the Contractor. Mails are to be restored within 2 (two) hrs in case of any failure.
 - j) No. of mail boxes requirement will be 60, email facility shall be scalable up to 100 Nos (Maximum). New Mail Account will be created as per our requirement.
 - k) Mailbox with storage space 25GB (minimum) shall be provided.
 - l) The mail shall provide for an attachment of 50 MB or more
 - m) The mail solution shall comprise of Calendar, Drive for storage; Docs, Sheets, Slides, Forms, and Sites for collaboration; and depending on the plan, an Admin panel and Vault for managing users and the services.
 - n) The mail solution shall include email addresses with custom domain (@telk.com), video and voice calls, collaborative documents, spreadsheets, presentations and sites, controls for security and privacy and 24x7 phone and email support.
 - o) The mail solution shall be accessible across devices such as computers, phones or tablets
 - p) The mail solution shall be compatible with Microsoft Office
 - q) The mailing data shall be encrypted when it's on a disk, stored on backup media, moving over the Internet, or traveling between data centers.

**Implementation and Annual maintenance of
Business Email solution for TELK**
BID DOC No. : TELK/C&M/EDP/MSH/213/2019

SECTION:
SW & SCC

Page 3 of 6



SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

- r) Full featured filtering of SPAM / Junk mails before delivering in mail box. Contractor should continuously fine-tune Anti-Virus/Anti-Spam filtering based on spam mails received/reported.
- s) Outbound mails from mailboxes should not bounce due to reverse DNS look-up. Provision for checking and necessary solution to be provided.
- t) Email Features like Manage email accounts, POP3 & IMAP email accounts, SMTP outgoing mail server, unlimited email forwarding, custom mail filtering, email auto responders, mail delivery notification should be made available to every user.
- u) E-Mails shall be delivered to recipient within 1 hour (Maximum).
- v) There should be provision for E-Mail delivery failure status report/statistics report (based on remote server's response) to TELK users from time to time.

5. TERMS & CONDITIONS :

a) Performance Bank Guarantee :

The successful bidder would have to furnish a Performance Bank Guarantee for an amount equivalent to 10 % of the Total Order Value for 3 Years (excluding taxes & duties) within 10 days after receipt of work order/contract. The same shall be refunded after successful completion of contract (3 years) and satisfactory performance during the contract period.

b) Rate of the Contract :

- i. The price quoted for the project Implementation & Annual Maintenance will remain the same for the whole contract period (3 Years).
- ii. No cost either on parts, software or for labour or for visit charges, or for any services for providing mailing solution will be paid extra. Everything has to be in built with the quoted cost of mailing solution.
- iii. New email accounts (other than 60 Nos.) created as per our requirement, shall be available at the same rate quoted on bid for the entire period of contract.

c) Payment Terms :

Payment will be made on quarterly basis upon availing effective services as per the contractual terms in the said quarter.

Bill shall be raised by the service provider on quarterly basis.

**Implementation and Annual maintenance of
Business Email solution for TELK**

BID DOC No. : TELK/C&M/EDP/MSH/213/2019

**SECTION:
SW & SCC**

Page 4 of 6



SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

- d) Completion Period :
The implementation of the services as per the scope of work shall be completed within 10 days from the date of awarding the Work / Contract.
In case the delay exceeds 7 days TELK reserves the right to cancel the order and forfeit the Earnest Money Deposit (EMD) & PBG received from the bidder.
- e) Period of Contract :
This contract commences on the date TELK commences using Bidders E Mail hosting services. This Contract is subject to Three (3) Years term from the date of commencement.
- f) Stabilization period :
Mail solution should not experience any failure for a period of 10 (Ten) days after implementation.
- g) Penalty :
Contractor should give uptime and availability guarantee of 99.9% across 24X7 on monthly basis for all the services as per scope of work mentioned in the tender document.

Service shall be available with 99.9% uptime. Mail Service is considered to be disrupted if it is not available for more than 30 minutes. Down time allowed in a quarter is 2 hours maximum. TELK will impose a penalty at the rate of 2% of the value of the quarterly billing amount for every additional downtime hour (beyond 2 hours), subject to a maximum of 20% of the value of the quarterly billing amount

Exclusions:

Downtime due to following situations will not be considered for the purpose of calculation of penalty:

- i. Scheduled maintenance by service provider with prior intimation to TELK
 - ii. Force majeure events
- h) Data Rights :
The ownership of any data related to the various services under the purview of this project lies with TELK, during the entire duration of the project. Upon completion of the project and/or termination of the contract, the contractor needs to ensure that complete data is made available to TELK
- i) Intellectual Property Rights :
In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods/software or any part thereof, the contractor shall expeditiously extinguish such claim. If the contractor fails to do so and TELK is required to pay compensation to a third party resulting from such infringement, the contractor shall be responsible for the compensation including all expenses,

**Implementation and Annual maintenance of
Business Email solution for TELK**
BID DOC No. : TELK/C&M/EDP/MSH/213/2019

SECTION:
SW & SCC

Page 5 of 6



SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

court costs and lawyer's fees. TELK will give notice to the contractor of such claim, if it is made, without delay.

j) Termination of Contract:

- a) TELK reserves the right to terminate the agreement/contract at any time by providing written notice of termination within 7 days. At the end of the contract period or in the event of termination/cancellation of the contract, the Contractor shall assist in smooth migration of the mail boxes.
- b) TELK may, without prejudice to any other remedy for breach of contract by written notice of default sent to the contractor, terminate the contract in whole or in part, if the contractor fails to perform any other obligation(s) under the contract.
- c) TELK reserves its right to terminate the contract in the event of contractors repeated failures to provide the services as per tender document.

k) Consequences of Termination:

In the event TELK terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Contractor shall be liable to the TELK for any excess costs for such similar Services.

Performance Bank Guarantee submitted by the contractor shall stand forfeited.

l) Force Majeure:

The contractor shall not be liable for penalty, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

m) Sub Contract:

The contractor should not subcontract the project to other parties.

n) Governing Laws:

The parties shall submit themselves to the exclusive jurisdiction of the Courts at Ernakulam in respect of a dispute arising out of this contract.

Implementation and Annual maintenance of Business Email solution for TELK BID/DOC No. : TELK/C&M/EDP/MSH/213/2019	SECTION: SW & SCC	Page 6 of 6
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