

**CLARIFICATIONS ON QUERIES ON REQUEST FOR PROPOSAL for Selection of MPLS (Multiprotocol Label Switching) Service Provider for Installation and Commissioning of MPLS Link  
(TENDER ID: 2019\_TBI\_473555\_1)**

<b>SL NO</b>	<b>PARAGRAPH</b>	<b>PAGE NO</b>	<b>CLAUSE NO</b>	<b>DESCRIPTION IN RFP</b>	<b>CLARIFICATIONS SOUGHT</b>	<b>REPLY OF TEA BOARD</b>
1.	6. Brief Scope of Work	9		2 Mbps at each location and 8 Mbps at DC	Please allow RF as also one of the options at each locations, as these services can be easily rendered using RF technology for such bandwidth	No Change
2.	6. Brief Scope of Work	9	f	The MPLS link shall be terminated on the router to be provided by bidder at all locations and the proposed router protocol shall be between 'PE' (Provider Edge) and 'CE' (Customer Edge). Connectivity to be provided up to MUX at IDC by the Service Provider. However, the Service Provider shall manage the Router at IDC.	We want to tell Authorities that it is not possible for any telecom service provider to manage devices at client premises which are having another connection from any other telecom service provider. There are restrictions at system level which doesn't allow. Also, one telecom service provider cannot assure services or SLA from other one. Any telecom service provider can only take responsibility of its own network and services.	The existing service providers are managing the devices in the same manner. No Change.

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					<p>Hence, request authority to separate the scope of Router and Firewall from this RFP and float a separate RFP for onboarding a system integrator who will bring devices and manage the network of Authority. And keep this RFP purely focusing on MPLS connectivity. In line to this point, request you to kindly modify this clause as suggested:</p> <p>"The MPLS link shall be terminated on the router to be provided by authority at all locations and the proposed router protocol shall be between 'PE' (Provider Edge) and 'CE' (Customer Edge). Connectivity to be provided up to MUX at IDC by the Service</p>	
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					Provider."	
3.	6. Brief Scope of Work	10	j	<p>The network so configured shall be able to seamlessly switch over to the other link in case of any one of the link going down. Failover between two link needs to configure on Firewall and within 2 Request time out failover to other link needs to happen.</p>	<p>We want to tell Authorities that it is not possible for any telecom service provider to manage devices at client premises which are having another connection from any other telecom service provider. There are restrictions at system level which doesn't allow. Also, one telecom service provider cannot assure services or SLA from other one. Any telecom service provider can only take responsibility of its own network and services.</p> <p>Hence, request authority to separate the scope of Router and Firewall from this RFP and float a separate RFP for onboarding a system integrator who will bring</p>	<p>The existing service providers are managing the devices in the same manner. No Change.</p>

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					<p>devices and manage the network of Authority. And keep this RFP purely focusing on MPLS connectivity.</p> <p>In line to this point, request you to kindly delete this clause.</p>	
4.	6. Brief Scope of Work	11	m	<p>The link commissioning period for hub at Mumbai shall be within six (6) weeks for hub and all spoke locations from the date of the work order issued by the Board.</p>	<p>This is very stringent SLA, request you to kindly relax it to make it possible.</p> <p>Suggested Clause is: "The link commissioning period for hub at Mumbai shall be within ten (10) weeks for hub and all spoke locations from the date of the work order issued by the Board."</p>	<p>As per the floated RFP, the link commissioning period for hub at Mumbai and all spoke locations is eight (8) weeks and not six (6) weeks. No change.</p>
5	6. Brief Scope of Work	11	n	<p>Supply of router at each of hub and spoke locations shall be on 'OPEX' model.</p>	<p>We want to tell Authorities that it is not possible for any telecom service provider to manage devices at client premises which are</p>	<p>No Change.</p>

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					<p>having another connection from any other telecom service provider. There are restrictions at system level which doesn't allow. Also, one telecom service provider cannot assure services or SLA from other one. Any telecom service provider can only take responsibility of its own network and services.</p> <p>Hence, request authority to separate the scope of Router and Firewall from this RFP and float a separate RFP for onboarding a system integrator who will bring devices and manage the network of Authority. And keep this RFP purely focusing on MPLS connectivity.</p> <p>In line to this point,</p>	
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					request you to kindly delete this clause.	
6	6. Brief Scope of Work	11	o	Supply of Firewall at each of spoke locations	<p>We want to tell Authorities that it is not possible for any telecom service provider to manage devices at client premises which are having another connection from any other telecom service provider. There are restrictions at system level which doesn't allow. Also, one telecom service provider cannot assure services or SLA from other one. Any telecom service provider can only take responsibility of its own network and services.</p> <p>Hence, request authority to separate the scope of Router and Firewall from this RFP and float a separate RFP for onboarding a system</p>	No Change.

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					<p>integrator who will bring devices and manage the network of Authority. And keep this RFP purely focusing on MPLS connectivity.</p> <p>In line to this point, request you to kindly delete this clause.</p>	
7	6. Brief Scope of Work	11	s	<p>Availability of spare firewalls/hardware. router, Firewalls and/or MODEMS etc. to be made available at the maintenance point of the service provider to handle emergencies.</p>	<p>We understand that this will availability of spares shall be maintained by any particular telecom service provider for managing its own network only. Kindly Clarify</p>	No Change.
8	6. Brief Scope of Work	12	u	<p>Service level parameters as detailed below shall be ensured:                      - Auction day - 8 A.M. to 8 P.M - 99.50%                      - Non-auction day - 24 hrs - 99.00%</p>	<p>We understand that SLA requirement is 99.5% on Auction days and 99% on other days (for fibre connectivity only), as explained in later sections of the RFP. Also, for the RF connectivity please allow SLA of 98.5% (which is a industry practice).</p>	No Change.

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					<p>Hence, request you to kindly modify this clause inline with above points.</p> <p>Suggested Clause:          "Service level parameters <b>(for fibre connectivity Only)</b> as detailed below shall be ensured:          - Auction day - 8 A.M. to 8 P.M - <b>99.50%</b>          - Non-auction day - 24 hrs - <b>99.00%</b></p> <p><b>For RF Connectivity SLA is 98.50%"</b></p>	
9	6. Brief Scope of Work	12	u	<p>Mean time to attend (MTTA)-Called response time for link down, equipment faulty, power issue, major routing issues, major infrastructure impact issues shall be communicated by the service provider within less than 5 minutes.</p>	<p>This is very stringent SLA, request you to kindly relax it to make it possible.</p> <p>Suggested Clause is:          "Mean time to attend (MTTA)-Called response time for link down, equipment faulty, power issue, major routing issues, major</p>	No Change.



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					infrastructure impact issues shall be communicated by the service provider within less than <b>45 minutes.</b> "	
10	6. Brief Scope of Work	12	u	Mean time to repair/restore (MTTR)- MTTR shall be less than 2 hours for each centre.	This is very stringent SLA, request you to kindly relax it to make it possible.  Suggested Clause is: "Mean time to repair/restore (MTTR)- MTTR shall be <b>less than 4 hours for Kolkata and Bangalore and 8 hours for other locations</b> "	No Change.
11	6. Brief Scope of Work	12	u	Packet Loss (CE to CE)- Shall be 0.1%	This is very stringent SLA, request you to kindly relax it to make it possible.  Suggested Clause is: "Packet Loss (CE to CE)- Shall be <b>1%</b> "	No Change.
12	7. Minimum Eligibility Criteria:	14	2	The Bidder should have a turnover of Rs. 50 Crores per financial year for the	We are relatively a new organization and have established ourselves very	The Financial Years may be read as 2015-16, 2016-17 and 2017-18 rest of the clause remains

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				<p>last three financial years (FY 2016-2017, FY 2017-18 &amp; FY 2018-19), (not inclusive of the turnover of associate companies) as per the audited accounts.</p>	<p>well in last 1 financial year since our launch of services. Hence, request you to kindly ask for average turnover in last 3 financial years instead of per year and also increase the number to Rs. 500 Crores. This clause will enable us to participate.</p> <p>Suggested Clause: "The Bidder should have a <b>average annual</b> turnover of <b>Rs. 500 Crores</b> for the last three financial years (FY 2015-2016, FY 2016-17 &amp; FY 2017-18), (not inclusive of the turnover of associate companies) as per the audited accounts." As Balance Sheet for FY 2018-19 are under Audit</p>	<p>unchanged.</p>
13	7. Minimum Eligibility Criteria:	14	3	<p>The bidder should have been in MPLS- VPN business for the last three financial years and shall</p>	<p>We are relatively a new organization and have established ourselves very well in last 1 financial year</p>	<p>No change</p>

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				<p>have independently executed similar Data connectivity in Private/Government/Semi Government organization/PSU's, etc..</p>	<p>since our launch of services. Hence, request you to kindly modify this clause and enable us to participate.</p> <p>Suggested Clause: "The bidder should have been in MPLS- VPN business <b>since the last financial year (FY 2018-19)</b> and shall have independently executed similar Data connectivity in Private/Government/Semi Government organization/PSU's, etc.."</p>	
14	16. Deposit of EMD:	21		<p>The bidder shall furnish an Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One lakh only) through e-procurement portal (refundable) and shall furnish the details as stated in section 1 of this document.</p>	<p>Request you to kindly allow Bank Guarantee for EMD. As this is a large amount and BG is the preferred mode for such big EMDs.</p>	Accepted
15	18. Liquidated	23		<p>In case of any delay in link</p>	<p>This is very stringent SLA,</p>	No Change

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	Damage			commissioning The link shall be installed along with all other allied arrangements maximum within Eighth (8) weeks for hub at Mumbai as well as for all other spoke locations from the date of the work order issued by the Board.	request you to kindly relax it to make it more practical, also inline with the scope of work (given in RFP earlier) which is 8 to 12 weeks  Suggested Clause is: ". In case of any delay in link commissioning The link shall be installed along with all other allied arrangements maximum within <b>8 to 12</b> weeks for hub at Mumbai as well as for all other spoke locations from the date of the work order issued by the Board."	
16	18. Liquidated Damage	23		Penalty in case of delay in link commissioning	Please confirm the penalty of 0.5% mentioned per week is on QRC of the site which is delayed	As detailed in the RFP
17	22. Rejection/Termination of Agreement	28		The Board has right to reject/cancel the Agreement if the work/services are not	Request you to kindly remove this clause from the RFP. As this is very one sided clause.	No Change

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			<p>found to meet the specifications laid out or are not as per the terms of the tender /work order. No charges shall be paid for the defective work. This can be done at any stage of the work. In case it is found that the work/supply/service is not as per requirement / standards, time lines, or the frequency of corrective measures required is high, then Board retains the right to terminate the contract with the selected company and in such case, the applicant shall not be entitled to claim any damages from Tea Board or make any claim for fees in respect of such unsatisfactory/ substandard services / supply / work. As also Board reserves the right</p>	<p>Else, pay EXIT CHARGES to the service provider for the services availed and expenses incurred so far at the time of exit.</p>	
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				to terminate the contract if it is established on the basis of price discovery that it would be beneficial for the Board to go in for a fresh RFP.		
18	28. Set off:	30		Any sum of money due and payable to the bidder (including security deposit refundable to him) under this contract may be appropriated by the purchaser/TEA BOARD or any other person or persons contracting through TEA BOARD and set off the same against any claim of the purchaser or TEA BOARD or such other person or persons for payment of a sum of money arising out of this contract made by the bidders with Purchaser or TEA BOARD or such other person or persons contracting through TEA BOARD.	This is not a acceptable clause by the industry. This clause is a huge risk. Hence, request you to kindly delete this clause.	There is no such clause mentioned in the floated RFP

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19	21. Arbitration	27		There shall be no objection to any such appointment that the arbitrator is a TEA BOARD Servant or that he was to deal with the matter to which the agreement relates or that in the course of his duties as a TEA BOARD servant he has expressed views on all or any of the matter under dispute.	This is in violation to Sec 12(5) of The Arbitration and Conciliation (Amendment) Act 2015. Request you to kindly consider mutually appointed arbitrator by both the parties.	No Change
21	Mean time to attend (MTTA)-	12		Mean time to attend (MTTA)-Called response time for link down, equipment faulty, power issue, major routing issues, major infrastructure impact issues shall be communicated by the service provider within less than 5 minutes	Request Tea Board to increase the MTTA to 30min.	No Change.
22	Mean time to repair/restore (MTTR)	12		MTTR)-MTTR shall be less than 2 hours for each center	Request Tea Board to increase the MTTR to 4Hrs	No Change.
23	Others			Link Acceptance and	Request Tea Board to	All the links have to be

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				Billing	provide sitewise acceptance and start of billing.	commissioned within the stipulated time.
24	Bid Submission	5		12th June, 2019 at 3.00 PM	Request Tea Board to increase the timeline by 21 days post publication of the Pre Bid Clarification	Corrigendum regarding extension of time up to 19.06.19 till 4.00 P.M. has been uploaded in CPP portal.
25	Location Details			IDC - Mumbai	Since Tea Board is pursuing a separate RFP for cloud services, request Tea Board to share the complete location details for the new IDC to carry out the feasibility. Otherwise to determine the commercial for new site will be a problem	The said is under finalisation.
26	Liquidated Damage	23		If the bidder fails to complete the work within prescribed period or within any extended time allowed on account of delay due to unforeseen reasons beyond control, 0.5% per week (or part thereof) of the prices of any stores/	Request Tea Board to amend the clause as "If the bidder fails to complete the work within prescribed period or within any extended time allowed on account of delay due to unforeseen reasons beyond control, 0.5% per week	No Change



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				service which the contractor has failed to deliver within the delivery period specified in the contract subject to a maximum of 10% of contract value excluding taxes and duties.	(or part thereof) of the prices of any stores/ service which the contractor has failed to deliver within the delivery period specified in the contract subject to a maximum of <b>5% of yearly value for the pending sites</b> excluding taxes and duties.	
27	Link Delivery	23	18	The link shall be installed along with all other allied arrangements maximum within eight (8) weeks for hub at Mumbai as well as for all other spoke locations from the date of the work order issued by the Board. Any time beyond the scheduled period may call for penalty.	Since we have to lay OFC at 3 sites , we need to take necessary permission from component authorities. Hence, request Tea Board to increase the timeline to 12 weeks for completion of the project.	No Change
28	Scope of Work	12		Link latency Response shall not be less than 70-80 MS End to End.	Request Tea Board to change this to 150ms since some of the locations are Tier 3	No Change
29	Scope of Work	12		Packet Loss (CE to CE)-	Request Tea Board to	No Change

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				Shall be 0.1%	change this to 1% since some of the locations are Tier3	
30	Feasibility			Coonor is not feasible on RF due to hilly terrain.	Please allow to quote VSAT / 3G/4G as an alternative and also share the commercial template. Also please share what is VSAT bandwidth required. If it 3G/4G the services will be best effort basis .	No Change