



Tea Board India

(Under Ministry of Commerce & Industry, Dept. of Commerce, Govt. of India)
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Tender No. 6(29)/LC/MPLS RFP/2018/11836

Dated: 12th April,2019.

NOTICE INVITING TENDER THROUGH e-PROCUREMENT

Ref. Tender ID: 2019_TBI_458453_1

Corrigendum No.1 reg. Clarification to Pre Bid Queries for submission of Request for Proposal for Selection of MPLS (Multiprotocol Label Switching) Service Provider for Installation and Commissioning of MPLS Links.

All the interested bidders are advised to make note that the Last Date of Submission of Bid has been extended to **25th April, 2019 up to 1500 Hrs** and opening date of **Technical Bid is 26th April, 2019 at 1600 Hrs.**

All other terms and conditions will remain unchanged.

Sd/-
(Dr. Rishikesh Rai)
Secretary

**Clarifications in regard to Selection of MPLS (Multiprotocol Label Switching) Service
Provider for Installation and Commissioning of MPLS Links**

SL NO	PARAGRAPH	PAGE NO	CLAUSE NO	DESCRIPTION IN RFP	CLARIFICATIONS SOUGHT	REPLY OF TEA BOARD
1	Bid Schedule and Address	4	5	Last date and time for Bid Submission	Last date may be extended by another 21 days	Last date of submission: 25 th April, 2019 opening date:26 th April, 2019
2		15	F	MPLS Network	Need Complete Addresses for all the 7 Locations.	Please refer Annexure A
3	Scope of Work	10	j	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.	1) Request Tea Board to share the minimum spec for Firewall. If Firewall is present then Router is not required. Multiple devices will only create additional point of failures. 2) Since BGP is proposed as the routing protocol to achieve the failover, the BGP convergence time will be there for the link to switch over from one to other.	Both the Service Providers shall provide the Router and Firewall. Both the links will be terminated in one of the Firewall and seamless switchover should happen in case of failure in one of the links. The other firewall will be configured, tested and kept at the site as part of the redundancy and it may increase the availability in case of failure of one device. Tea Board will decide the primary service provider location wise and the primary service provider will be responsible for configuring the seamless switch over in the firewall at that location. However, both the service providers should coordinate in order to achieve the desired performance level. Further, Tea Board at its discretion may switch the Primary and Secondary service providers periodically at each of the locations and performance and availability of both the Service Providers will be monitored by Tea Board on a continuous basis.

SL NO	PARAGRAPH	PAGE NO	CLAUSE NO	DESCRIPTION IN RFP	CLARIFICATIONS SOUGHT	REPLY OF TEA BOARD
4	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
5	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
6	Others			Link Acceptance and Billing	Request Tea Board to provide site wise acceptance and start of billing.	No Change

SL NO	PARAGRAPH	PAGE NO	CLAUSE NO	DESCRIPTION IN RFP	CLARIFICATIONS SOUGHT	REPLY OF TEA BOARD
7	Bid Submission	5		16th April, 2019 at 3.00 PM	Request Tea Board to increase the timeline by 21 days	<u>Please refer Point NO. 1 above</u>
8	Location Details				Request Tea Board to share the complete details for all sites along with contact persons to do the feasibility	<u>Please refer Point NO. 1 above</u>
9	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/ 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.	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 (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 5% of yearly value for the pending sites excluding taxes and duties.	No Change

SL NO	PARAGRAPH	PAGE NO	CLAUSE NO	DESCRIPTION IN RFP	CLARIFICATIONS SOUGHT	REPLY OF TEA BOARD
10	Link Delivery	23	18	The link shall be installed along with all other allied arrangements maximum within four (4) 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 competent authorities. Hence, request Tea Board to increase the timeline to 12 weeks for completion of the project.	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 as stated in the published RFP.
11	Scope of Work	12		Link latency Response shall not be less than 70-80 MS End to End.	Request Tea Board to change this is 150 ms since some of the locations are Tier 3	No Change
12	Scope of Work	12		Packet Loss (CE to CE)-Shall be 0.1%	Request Tea Board to change this to 1% since some of the locations are Tier3	No Change

SL NO	PARAGRAPH	PAGE NO	CLAUSE NO	DESCRIPTION IN RFP	CLARIFICATIONS SOUGHT	REPLY OF TEA BOARD
13	Feasibility			Coonor is not feasible on RF due to hilly terrain.	Please allow to quote VSAT / 3G/4G as an alternative	No Change
14	Deposit of Bank Guarantee (BG):	22	17	The successful bidder shall furnish the performance security (BG) equivalent to 10% of the contract value in the form of Performance Bank Guarantee issued by a public sector bank in India for the period of agreement plus (3) three months in prescribed proforma (Annexure-F)	Please allow FDR (Fixed Deposit) in place of Bank Guarantee	ACCEPTED
15	Sec-2	23	18. Liquidated Damage In case of any delay in link commission ing	In case of any delay in link commissioning 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/ 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.	In case of any delay in link commissioning If the bidder fails to complete the work within prescribed period or within any extended time allowed(Asked for Eight weeks) on account of delay due to unforeseen reasons beyond control, 0.25% per week (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 5% of contract value excluding taxes and duties.	No Change

SL NO	PARAGRAPH	PAGE NO	CLAUSE NO	DESCRIPTION IN RFP	CLARIFICATIONS SOUGHT	REPLY OF TEA BOARD									
16	Brief Scope of Work	12	6. u) Service level parameters as detailed below shall be ensured:	Up time guarantee Days Time Guarantee percentage (%) Auction day 8 A.M. to 8 P.M 99.90 Non-auction day 24 hrs 99.50	Up time guarantee Days Time Guarantee percentage (%) Auction day 8 A.M. to 8 P.M 99.00 Non-auction day 24 hrs 98.50	PLEASE READ CLAUSE NO. 6(U)- UP TIME GUARANTEE AS FOLLOWS: <table border="1"> <thead> <tr> <th>Days</th> <th>Time</th> <th>Guarantee percentage (%)</th> </tr> </thead> <tbody> <tr> <td>Auction day</td> <td>8 A.M. to 8 P.M</td> <td>99.5</td> </tr> <tr> <td>Non-auction day</td> <td>24 hrs</td> <td>99.0</td> </tr> </tbody> </table>	Days	Time	Guarantee percentage (%)	Auction day	8 A.M. to 8 P.M	99.5	Non-auction day	24 hrs	99.0
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Auction day	8 A.M. to 8 P.M	99.5													
Non-auction day	24 hrs	99.0													
17	Sec-2	23	18. Liquidated Damage	In case of any failure in respect of mentioned Service Level Parameters Any failure in the central hub in Mumbai shall be considered as a multiple of that many centres where auctions are held. In case of any failure in achieving uptime guarantee of 99.9% during 8 A.M. to 8 P.M. on any auction day and 99.5% during 24 hours on non-auction days & failure in	In case of any failure in respect of mentioned Service Level Parameters Any failure in the central hub in Mumbai shall be considered as a multiple of that many centres where auctions are held. In case of any failure in achieving uptime guarantee of 99.00% during 8 A.M. to 8 P.M. on any auction day and 98.5% during 24 hours	NO CHANGE									

			<p>achieving other required service level parameters mentioned above, Supplier/Bidder shall provide Service Credit and shall be deducted from subsequent bill.</p> <p>The calculation of service credit shall be as follows:</p> <p>The Service Provider shall submit monthly report in this regard mandatorily.</p> <p>Calculation of Service Credit</p> <p>Sl. No. Service Level Percentage (calculated on monthly basis)</p> <p>Service Credit / rebate value (in terms of day's rental of affected ports)</p> <ol style="list-style-type: none"> 1. >= 99.5% NIL 2. <99.5% to 98.5% 1 day 3. <98.5% to 97% 2 days 4. <97%to 95% 5 days 5. <95% 10 days 	<p>on non-auction days & failure in achieving other required service level parameters mentioned above, Supplier/Bidder shall provide Service Credit and shall be deducted from subsequent bill.</p> <p>The calculation of service credit shall be as follows:</p> <p>The Service Provider shall submit monthly report in this regard mandatorily.</p> <p>Calculation of Service Credit</p> <p>Sl. No. Service Level Percentage (calculated on monthly basis)</p> <p>Service Credit / rebate value (in terms of day's rental of affected ports)</p> <ol style="list-style-type: none"> 1. >= 99.00% NIL 2. <99.00% to 98.5% 1 day 3. <98.5% to 97% 2
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					<p>days</p> <p>4. <97%to 95% 3 days</p> <p>5. <95% 5 days</p> <p>Maximum Capping of 10 days</p>	
18	Sec-2		19. Other Terms and Conditions:	<p>2. The agreement shall remain in force from the date of entering into contract but it can be suspended/cancelled at any time and any stage by Tea Board during the validity of the contract without assigning any reason. No claim or damage on account of such cancellation/suspension of the contract/license shall be entertained.</p>	<p>The proposal shall be for a period of three (03) Years.</p> <p>2. The agreement shall remain in force from the date of entering into contract but it can be suspended/cancelled at any time and any stage by Tea Board during the validity of the contract after assigning justifiable reason. Reasonably calculated claim or damage on account of such cancellation/suspension of the contract/license shall be entertained.</p>	No Change

19	Sec-2		4. Payment terms:	Payment of the cost of equipments & services, as mentioned in the Price Schedule, shall be effected on Quarterly basis for any quarter after the end of the concerned quarter. No payment shall be made for goods/services rejected at site on testing.	Payment of the cost of equipments & services, as mentioned in the Price Schedule, shall be effected on Quarterly basis for any quarter after the end of the concerned quarter within 1 week.	No Change
20	General Clause	General Clause	Limitation of Liability	Nothing specified	Under any circumstance the maximum liability of the bidder shall be limited to the value of the project finalised	No Change
21	Brief Scope of Work	Page 11	6	Packet Loss (CE to CE)- Shall be 0.1%	Please amend the clause as" packet loss <0.5% PE to PE"	No Change
22	Application Format	33	3	Earnest Money of Rs. 5,00,000/-	EMD amount is written as Rs. 5,00,000/- in the application format whereas in every other place, EMD amount is written as	The EMD amount may please be read as Rs. 1,00,000/-.

					Rs. 1,00,000/- . Please specify the correct EMD amount.	
23	Minimum Eligibility Criteria	14	7 (1)	The bidder should be a broadband and telecommunication service provider and is a registered company in India under the Companies Act, 1956/2013.	Suggest it to make it broadband/ telecommunication service provider.	Please read the clause as follows: “The bidder should be a broadband/ telecommunication service provider and is a registered company in India under the Companies Act, 1956/2013.”
24	Minimum Eligibility Criteria	14	7 (2)	The Bidder should have a turnover of Rs. 50 Crores per financial year for the last three financial years (FY 2015-2016, FY 2016-17 & FY 2017-18), (not inclusive of the turnover of associate companies) as per the audited accounts.	Suggest to change it to average turnover of Rs. 50 Crores in last three financial years	Please read the clause as follows: “The Bidder should have an average turnover of Rs. 50 Crores in last three financial years (FY 2015-2016, FY 2016-17 & FY 2017-18), (not inclusive of the turnover of associate companies) as per the audited accounts.”
25	Minimum Eligibility Criteria	14	7 (3)	The bidder should have been in MPLS- VPN business for the last three financial years and shall have independently executed similar Data connectivity in	Suggest to reduce the experience to one financial year in place of three financial years	Please read the clause as follows: “The bidder should have been in MPLS- VPN business for the last one financial year and shall have independently executed similar Data connectivity in Private/Government/Semi Government organization/PSU’s, etc.”

				Private/Government/Se mi Government organization/PSU's, etc..		
26	Set Off	30	28	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.	Request to provide more clarity to the clause	Deleted
27	Brief Scope of Work	12	6 (u)	Link Latency Response	Please clarify from which point to which	From CE to CE

				point the link latency response will be measured	
28	General	Firewall Specifications	Please provide firewall specifications	Minimum Firewall Specifications: 6 x 10/100/1000 Internal Switch Interfaces (Copper, RJ-45) 2 x 10/100/1000 WAN Interfaces (Copper, RJ-45) 1x Management Console Interface (Copper, RJ-45) 1 x Express Card Slot Base Memory 512MB RAM 4 GB Internal storage High availability compatible	
29	Brief Scope of work	12	Please consider connectivity of all location on RF instead of Fiber	No change	

N.B: The hub location may subject to change at the time of actual commissioning since Board is in the process of migrating to cloud environment.

The no. of locations (auction centres) as mentioned in the RFP may reduce (not more than one centre) at the time of actual commissioning. In case, the no. of locations are reduced in future, then the amount quoted by the firm for that location will be deducted while evaluating the tender or if the location is closed down after conclusion of contract then the amount for that location will be deducted from contractors quarterly bill.