

REF: CO/ITD/CNW/604/R1/2018-19 dated 10.09.2018 for "Supply, Installation and Maintenance of 8 Routers"

Clarifications:

S.No	Clause number	Page no	Clause as per RFP	Query / Changes Requested	Clarifications from the Bank
1	Section -I (4)	3	Bank Guarantee of INR 1,00,000/- (One lakh only).	We request INDIAN BANK to change it to MSME/NSIC/SSI vendor can quote without Bank Guarantee. As INDIAN BANK had this clause earlier in multiple tenders.	Please refer Amendment -1
2	Section- II (2)	6	The Bidder should be minimum premier certified partner of the OEM for supply and support of the equipment in India.	We request you to amend this clause as "The bidders should be a Gold partner of the OEM for supply and support of the equipment in India	Please adhere to the terms and conditions of RFP.
3	Section- II (2)	6	The Bidder's yearly turnover should be more than Rs.20 crores during last three financial years of the bidder 2015-16,2016-17,2017-18.	The bidder's yearly turnover should be more than Rs 20 Crores during the last three financial years of the bidder 2014-15, 2015-16 & 2016-17	Please refer Amendment -2
4	Section- II (2)	6	The Bidder should have earned Net Profit during last three financial years of the Bidder 2015-16,2016-17,2017-18.	The bidder should have earned net profit during last three financial years of the bidder 2014-15, 2015-16 & 2016-17	Please refer Amendment -3



5	Section – II(4)	7	Installation should be completed within two weeks from the date of delivery for existing locations.	<p>Request Bank to extend installation timelines to three weeks for the below reasons.</p> <p>"Deployment of 8 routers across pan India requires three weeks of effort in each location including OEM support if required. Following are the sequence of activities at one location</p> <p>1.Project Kick-off - 1 Day 2.BOQ verification - 2 Days 3.POST of the devices - 3 Day 4.Configuration template preparation - 3 Days 5. visit to all individual Locations - 10 Days</p>	Please adhere to the terms and conditions of RFP.
				<p>Please provide the list of locations. Same will help us to factor appropriate effort / Cost saving</p>	<p>It is clarified that routers supplied are to be installed at Indian Bank Corporate Office & Head Office located at Chennai</p>



6	Section – IV (7)	18	<p>The Successful bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Successful bidder further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Bank's Specifications) or from any act or omission of the Successful bidder, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p>	<p>Since Bidder is not an OEM, warranties will be passed as received from OEM. Warranty shall start from the date of delivery as; Bidder will "pass-through" any and all warranties and indemnities received from the OEM or licensor of the products and, to the extent, granted by such OEM or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products</p>	<p>Please adhere to the terms and conditions of RFP.</p>
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7	Section – IV(8.2)	20	If the site is not ready, installation payment of 20% will be released after 90 days of delivery. The successful bidder has to carry out Power On Self Test (POST) of the routers and submit the claim for payment with the undertaking that the routers will be installed / reinstalled as and when required by the bank without any cost.	We request that "If the site is not ready, installation payment of 20% will be released after 30 days of delivery. The successful bidder has to carry out Power On Self Test (POST) of the routers and submit the claim for payment with the undertaking that the routers will be installed / reinstalled as and when required by the bank without any cost, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer.	It is clarified that first year warranty charges may be claimed on completion of installation of router / 90 days from the date of delivery for all routers. Please adhere to the terms and conditions of RFP.
8	Section – IV(10.1)	20	The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Successful bidder, may terminate this Contract in whole or in part :	Bidder should be given an opportunity to rectify any defects or defaults	It is clarified that even after giving the opportunity to rectify the defaults, if the successful bidder has not succeeded, then mentioned clause may be evoked. Please adhere to the terms and conditions of RFP.



9	Section – IV(10.2)	21	In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder shall be liable to the Bank for 50% of any excess costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.	We request to change as In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder shall be liable to the Bank for 10% of any excess costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.	It is clarified that bank shall pay Bidder for goods delivered and services rendered till the date of termination. Please adhere to the terms and conditions of RFP
10	Section – IV(14)	23	This limit shall not apply to third party claims for a) IP Infringement indemnity b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.	Kindly remove the exclusions in CL.14(a) and (b) The limitation cap needs to be all inclusive otherwise the purpose will remain incomplete	Please adhere to the terms and conditions of RFP.



11	Section – IV(16)	24	If at the time of supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the Successful bidder shall indemnify the Bank and keep it indemnified in that behalf.	Kindly modify as below: If at the time of supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim <u>and as awarded by competent courts</u> , the Successful bidder shall indemnify the Bank and keep it indemnified in that behalf	Please adhere to the terms and conditions of RFP.
12	Section – V (1)	28	4 Gigabit/SFP Combo Ports including SFP Modules should be available from day 1	<p>Kindly confirm the type of transceivers. Whether it should be Single Mode/Multimode SFP transceivers with max distance mentioned.</p> <p>We assume that the requirement is for minimum 4 ports which can operate as either copper(RJ45) or as fiber ports.</p> <p>Please confirm how many SFPs to be loaded on day 1.</p> <p>Request you to confirm, what type of 1G Transceivers are required. (single mode or multimode).</p>	<p>It is clarified that 4 number of single mode transceivers are to be supplied along with each router.</p> <p>It is clarified that 4 number of Singlemode transceivers are to be supplied along with each router.</p>



13	Section – V (1)	30	Routing Information Protocol (RIPv1 and RIPv2), Layer 2 Tunneling Protocol (L2TP), Port Address Translation (PAT)	Request you to consider support for (PPTP)Point to point tunneling protocol also as an alternate tunneling protocol to L2TP.	Accepted
14	Section – V (1)	30	Support for OSPF & BGP	Kindly confirm OSPF & BGP is needed from Day 1 or will it be required later.	It is clarified that routers has to support OSPF & BGP from Day 1
15	Section – V (1)	30	The Device should be on the IP v6 Ready Logo Program Approved List and should have passed the Ipv6 Ready Logo Program Phase II	Request you to consider USGv6 as an alternate certification instead of IPv6 logo.	Accepted
16	Section – V (1)	31	Power cable to suit Indian standards	Kindly confirm whether each router should be quoted with redundant power supply or not.	Please refer Amendment - 4
17	-	-	Additional clause requested to add under Termination for Default Clause	Please add this sentence: Any such excess cost payable by Supplier shall not be more than 5% greater than the original costs.	Please adhere to the terms and conditions of RFP.
18	-	-	Additional clause requested to add under Termination for Default Clause	Please add this sentence: All dues outstanding to the Supplier for completed services shall be cleared by the Purchaser within 30 days of any termination.	Please adhere to the terms and conditions of RFP.
19	-	-	Additional clause requested to add under Termination for Convenience Clause	Please add this sentence: At the time of termination hereunder any expenses and costs incurred by Supplier shall be reimbursed by Purchaser as a termination fees.	Please adhere to the terms and conditions of RFP.



20	-	-	Additional clause	<p>Delay in meeting contractual responsibilities</p> <p>Bidder's failure to perform its contractual responsibilities/ to perform the services/ or to meet agreed service levels shall be excused if and to the extent bidder's performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever. Also Customer will not hold Bidder's payments due to installation or UAT or project signoff or any other activity that could not be completed due to Customer's omissions or actions.</p>	<p>It is clarified that the delay if any due to reasons attributable to bank need to be represented by successful bidder for exemption from penalties & LD.</p> <p>Please adhere to the terms and conditions of RFP.</p>
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