

**Bid for establishing, monitoring and managing wide area network for Indbank Merchant Banking Services Ltd – Clarification to Bid No. HO:TMD:PG: 330 :2011-12 Dated 28.01.2012**

SI.	RFP Point	Query	Clarification
1	Timeframe for completion of project  page 8, para no. 4	Road Permit will be given by bank to access these locations or it will be the Bidders Responsibility?  In the above case Time frame for supplying router at where Road permit is required will bank give additional time?	Refer Page No : 8, clause 4
2	Timeframe for completion of project  Page 8, para no. 4	Site Readiness	Most of the sites are ready. Remaining sites will be informed well in advance.
3	Details about the Design - Page 4	In Both DC & DR 10MB MPLS link is planned. Whether there is any link planned for DC-DR replication?	The successful bidder will be informed about specific details of the network.
4	Details about the Design - Page 4	Kindly provide the existing network architecture diagram to understand the present network setup	The successful bidder will be informed about specific details of the network.
5	Specification of Equipment - Page 9	Whether the switch module will have both servers and additional links? Or additional links will be terminated	The switch ports may be used as per the requirement of IBMBS both for servers and links.
6	Connectivity to NOC - Page 7	Need clarity on the type of interface (Ethernet/Serial) to be provided by the bank for the bidder to connect his NOC link to IBMBS network.	NOC links are to be connected to the router provided by the successful bidder. The router which is providing NOC connectivity should be connected to the Firewall / Switch of IBMBS on Ethernet.
7	Advice notes from BSNL - Page 8	Need clarity on Bidders role in link procurement & commissioning?	Please refer scope of work for details – Page No.38, Clause 3

Sl.	RFP Point	Query	Clarification
8	Service Level Agreement - Page 16	Need clarity on "overnight downtime will not be counted for penalty" & "The Service hours for calculation of the uptime is 24 hours per day for all links barring scheduled down time"	BID clause remains unchanged
9	Termination Convenience - Page 23	for In case of termination for convenience, Need clarity on the payment of work that has already been executed and the payment of material which has already been supplied. Also please clarify the notice period in case of termination.	BID clause remains unchanged
10	Termination Convenience - Page 23	for <u>Please include the following Limitation of Liability clause.</u> Under no Circumstances shall either party be liable to the other for any special indirect or consequential damages, including, but not limited to, loss of profit, loss of use, loss of revenues or damages to business or reputation arising from the performance or non-performance of any aspect of this agreement even if the party has been advised of the possibility of such damages. our total cumulative liability arising from or relating to this agreement, whether in contract, in tort, under a theory of strict liability or otherwise, should be limited to certain percentage of contract value.	BID clause remains unchanged

Sl.	RFP Point	Query	Clarification
11	Commercial Bid - Page 12	No price variation will be accepted for increases in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons. However, any decrease in Government levies, customs, and taxes till the date of invoice have to be passed on to the Bank. <u>Bidders Suggestion:</u> The offer is kept open for 90 days and by the time the order is finalized and equipments supplied there is a chance of change happening in the duty structure. Hence, we would like to suggest that any upward or downward revision on account of customs duty, excise, sales tax, service tax, etc. shall be on Bank's account.	BID clause remains unchanged
12		Clarity on payment term will be site wise/link wise or on completion of total project	BID clause remains unchanged
13		Will LD be computed on each site basis and on the value of the equipment to be supplied at that site?	Refer Page No : 22, Clause 5
14		On the insurance term on equipment supplied, we can provide only till the time of I&C and not 6 months as insurers do not provide any insurance once the asset belongs to Bank (post payment receipt). We need to get this clause changed.	BID clause remains unchanged
15		Cross connect for Links connecting to SI's NOC will be under the scope of the Bidder.	Yes