

RFP EF: CO/ITD/CNW/530/R1/2018-19 dated 09.08.2018 for "Supply, Installation and Maintenance of 12 Nos. of 10 Gigabit Ethernet Shared Port Adapters And 12 Nos. of Transceivers for Core Routers at Data Centre & DR Site"

**Clarifications**

S. No	Page	Clause	Clause as per RFP.	Requested by bidder	Clarification from Bank
1	6	Section – II (2)	The Bidder should be a Authorized partner of the OEM for supply and support of the equipments in India.	We request you to amend this clause as Gold partner of the OEM	Please adhere to the terms and conditions of RFP
2	6	Section – II (2)	The Bidder should have earned Net Profit during last three financial years of the Bidder 2015-16, 2016-17, 2017-18.	We request you to amend this clause as "The Bidder should have earned Net Profit during last three financial years of the Bidder 2014-15, 2015-16, 2016-17".	Please refer Amendment -1
3	6	Section – II (2)	The Bidder's yearly turnover should be more than Rs.50 Crores during last three financial years of the bidder 2015-16, 2016-17, 2017-18.	We request you to amend the clause to Rs.15 Crores turnover for the three financial years of the bidder 2014-15, 2015-16, 2016-17 (Or) To amend the clause to Rs.20 Crores average turnover for the three financial years of the bidder 2015-16, 2016-17, 2017-18	Please refer Amendment -2
				The Bidder's yearly turnover should be more than Rs.500 Crores during last three financial years of the bidder 2014-15,2015-16, 2016-17.	Please refer Amendment -2
4	6	Section –II (2)	The Bidder should be supporting minimum 2 Nos. of ASR 1000 series Cisco Routers each in at least two Public or Private Sector Banks / Insurance Companies / private companies/ financial institutions in	We request you to amend this clause as "The Bidder should be supporting minimum 2 Nos. of ASR 1000 series Cisco Routers each in at least two Public or Private Sector Banks in India for last three years (ending 30.06.2018).	Please adhere to the terms and conditions of RFP



			India for last three years (ending 30.06.2018).		
5	7	Section -II (4)	The equipments are to be delivered, installed, tested and commissioned successfully within six weeks from the date of issue of Purchase order. Road permits will not be given /arranged by Bank.	OEM will take 6 weeks for delivery and 2 weeks required for installation, kindly extend the timelines to 8 weeks	Please refer Amendment -3
6	20	Section - IV(10)	Termination for Default	Kindly rephrase as: "The Bank without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Successful Bidder and subject to failure of the bidder to rectify or mitigate such default within the notice period, may terminate this Contract in whole or in part:"	Please adhere to the terms and conditions of RFP
				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
				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.	It is clarified that payment will be made for the services rendered as per payment terms of RFP subject to meeting all terms & conditions of RFP.  Please adhere to the terms and conditions of RFP.
7	21	Section - IV(12)	Termination for Convenience	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



8	22	Section – IV(14)	<p>Limitation of Liability</p> <p>Successful Bidder's aggregate liability under the contract shall be limited to a maximum of 25% of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Successful Bidder that gave rise to claim, under this tender.</p> <p>This limit shall not apply to third party claims for</p> <p>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.</p>	<p>Kindly remove the exclusions in CL.14(a) and (b)</p>	<p>Please adhere to the terms and conditions of RFP</p>
9	23	Section – IV(16)	<p>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</p>	<p>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,</p>	<p>Please adhere to the terms and conditions of RFP</p>



			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.	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 and as awarded by competent courts, the Successful bidder shall indemnify the Bank and keep it indemnified in that behalf	
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