

**NATIONAL AGENCY FOR FISCAL ADMINISTRATION
REVENUE ADMINISTRATION MODERNIZATION PROJECT**

„Network Improvement for Data Centers (in two lots) (RAMP/4)”

**Clarifications to the Bidding Documents
Set nos. 1-8 updated on February 29th, 2016**

Ref. No.	Question/Request for Clarification	Answer/Clarification	Ref. BD clause/provision	Clarification or Amendment
1	From our understanding, the two communication and protection systems described in Lot1 and Lot2 are an evolution of the current system operating in The National Agency for Fiscal Administration Datacenter (reference page 158, 189 etc.). To fully understand the requirements referring to integration with the existent system and to make sure the financial offer will cover all the required elements, please provide the full architecture together with the detailed description of the current running system.	<p>The existing infrastructure is described in Section VI Technical Requirements, 1.1 for Lot 1:</p> <ul style="list-style-type: none"> - 2 (two) F5 Networks Big-IP 2200s (one device for each site), with GTM, feature-set, in the existing Application Services Front-End Layer – <i>two device slots free for upgrades in each equipment chassis</i> - 2 (two) F5 Networks Viprion 2400 (one chassis for each site) with 2150 model blades (two per chassis) with the LTM/ASM/APM feature-set, in the existing Application Services DMZ Layer; 	Page 158, 189 Section VI Technical Requirements, Par. 1.1, Par. 8.9.21	Clarification

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	<p>The detailed configuration for each site (Primary Data Center and Secondary Data Center) is:</p> <table border="1" data-bbox="821 412 1965 1367"> <thead> <tr> <th data-bbox="827 417 898 472">Item No.</th> <th data-bbox="905 417 1108 472">Category</th> <th data-bbox="1115 417 1325 472">Manufacturer Product Number</th> <th data-bbox="1331 417 1835 472">Equipment or Software Name</th> <th data-bbox="1841 417 1959 472">Qty</th> </tr> </thead> <tbody> <tr> <td data-bbox="827 477 898 565">1.</td> <td data-bbox="905 477 1108 565">Equipment Hardware</td> <td data-bbox="1115 477 1325 565">F5-VPR-LTM-C2400-AC</td> <td data-bbox="1331 477 1835 565">F5 VIPRION 2400 Local Traffic Manager Chassis (4 x Slots, Dual AC Power Supplies)</td> <td data-bbox="1841 477 1959 565">1</td> </tr> <tr> <td data-bbox="827 570 898 690">2.</td> <td data-bbox="905 570 1108 690">Equipment Hardware</td> <td data-bbox="1115 570 1325 690">F5-VPR-LTM-B2150</td> <td data-bbox="1331 570 1835 690">F5 VIPRION 2150 Blade (32 GB Memory, SSD, 8 x SFP+ Ports with 2 x 10GBASE-SR Transceivers included)</td> <td data-bbox="1841 570 1959 690">2</td> </tr> <tr> <td data-bbox="827 695 898 782">3.</td> <td data-bbox="905 695 1108 782">Equipment Hardware</td> <td data-bbox="1115 695 1325 782">F5-UPG-SFP-R</td> <td data-bbox="1331 695 1835 782">BIG-IP & VIPRION SFP 1000BASE-SX Transceiver (Short Range, Field Upgrade)</td> <td data-bbox="1841 695 1959 782">6</td> </tr> <tr> <td data-bbox="827 787 898 875">4.</td> <td data-bbox="905 787 1108 875">Equipment Hardware</td> <td data-bbox="1115 787 1325 875">F5-ADD-VPR-ROUTING</td> <td data-bbox="1331 787 1835 875">F5 VIPRION Advanced Routing Module (RIP, OSPF, BGP, IS-IS, BFD)</td> <td data-bbox="1841 787 1959 875">1</td> </tr> <tr> <td data-bbox="827 880 898 967">5.</td> <td data-bbox="905 880 1108 967">Software License</td> <td data-bbox="1115 880 1325 967">F5-ADD-VPR-VCMP-2400</td> <td data-bbox="1331 880 1835 967">F5 VIPRION Virtual Clustered Multiprocessing License for 2400 Chassis</td> <td data-bbox="1841 880 1959 967">1</td> </tr> <tr> <td data-bbox="827 972 898 1125">6.</td> <td data-bbox="905 972 1108 1125">Software License</td> <td data-bbox="1115 972 1325 1125">F5-ADD-VPR-SEC-C2400</td> <td data-bbox="1331 972 1835 1125">F5 VIPRION Security Bundle for 2400 Chassis (Application Security Manager, Access Policy Manager, Max SSL, Max Compression, 500 Concurrent VPN Users)</td> <td data-bbox="1841 972 1959 1125">1</td> </tr> <tr> <td data-bbox="827 1130 898 1218">7.</td> <td data-bbox="905 1130 1108 1218">Software License</td> <td data-bbox="1115 1130 1325 1218">F5-ADD-VPR-USER-25K</td> <td data-bbox="1331 1130 1835 1218">F5 VIPRION Add-on Licence for APM (25000 Concurrent VPN Users)</td> <td data-bbox="1841 1130 1959 1218">1</td> </tr> <tr> <td data-bbox="827 1222 898 1310">8.</td> <td data-bbox="905 1222 1108 1310">Software License</td> <td data-bbox="1115 1222 1325 1310">F5-ADD-VPR-USER-5K</td> <td data-bbox="1331 1222 1835 1310">F5 VIPRION Add-on License for APM (5000 Concurrent VPN Users)</td> <td data-bbox="1841 1222 1959 1310">1</td> </tr> <tr> <td data-bbox="827 1315 898 1367">9.</td> <td data-bbox="905 1315 1108 1367">Equipment Hardware</td> <td data-bbox="1115 1315 1325 1367">F5-GTM-2000S</td> <td data-bbox="1331 1315 1835 1367">F5 BIG-IP 2200s DNS (8 GB Memory, Global Traffic Manager, DNSSEC,</td> <td data-bbox="1841 1315 1959 1367">1</td> </tr> </tbody> </table>	Item No.	Category	Manufacturer Product Number	Equipment or Software Name	Qty	1.	Equipment Hardware	F5-VPR-LTM-C2400-AC	F5 VIPRION 2400 Local Traffic Manager Chassis (4 x Slots, Dual AC Power Supplies)	1	2.	Equipment Hardware	F5-VPR-LTM-B2150	F5 VIPRION 2150 Blade (32 GB Memory, SSD, 8 x SFP+ Ports with 2 x 10GBASE-SR Transceivers included)	2	3.	Equipment Hardware	F5-UPG-SFP-R	BIG-IP & VIPRION SFP 1000BASE-SX Transceiver (Short Range, Field Upgrade)	6	4.	Equipment Hardware	F5-ADD-VPR-ROUTING	F5 VIPRION Advanced Routing Module (RIP, OSPF, BGP, IS-IS, BFD)	1	5.	Software License	F5-ADD-VPR-VCMP-2400	F5 VIPRION Virtual Clustered Multiprocessing License for 2400 Chassis	1	6.	Software License	F5-ADD-VPR-SEC-C2400	F5 VIPRION Security Bundle for 2400 Chassis (Application Security Manager, Access Policy Manager, Max SSL, Max Compression, 500 Concurrent VPN Users)	1	7.	Software License	F5-ADD-VPR-USER-25K	F5 VIPRION Add-on Licence for APM (25000 Concurrent VPN Users)	1	8.	Software License	F5-ADD-VPR-USER-5K	F5 VIPRION Add-on License for APM (5000 Concurrent VPN Users)	1	9.	Equipment Hardware	F5-GTM-2000S	F5 BIG-IP 2200s DNS (8 GB Memory, Global Traffic Manager, DNSSEC,	1			
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					Advanced Routing)	
		10.	Equipment Hardware	F5-UPG-AC-400W	F5 BIG-IP Single AC Power Supply for 4200v/4000s/2X00s (400 W, Field Upgrade)	1
		11.	Software License	F5-EM-4000-R	F5 Enterprise Manager 4000 (License for 8 Devices)	1
		12.	Software License	F5-ADD-EM-AVR	F5 Enterprise Manager 4000 Centralized Analytics (License for 8 Devices)	1

and Technical Requirement 8.9.21 for Lot 2:

- 2 (two) Cisco Nexus 7710 modular switch chassis, per site, *configured with 10 (ten) equipment slots, out of which 7 (seven) equipment slots are free for future upgrades;*
- 2 (two) Cisco Nexus 7700 Supervisor 2 Enhanced (N77-SUP2E), for each chassis;
- Cisco NX-OS Release 6.2 for Nexus 7700 Series (N77S2K9-62) and Nexus 7700 LAN Enterprise License (N77-LAN1K9) licenses;
- 3 (three) Cisco Nexus 7700 10 Slot Chassis 220Gbps/Slot Fabric Module (N77-C7710-FAB-2), for each chassis;
- 1 (one) Cisco Nexus 7700 F3-Series 48 Port 1/10GbE (N77-F348XP-23) line-card, for each chassis;
- 12 (twelve) Cisco 10GBASE-SR SFP+ Module (SFP-10G-SR=),for each N77-F348XP-23 line-card.


The detailed configuration for each site (Primary Data Center and Secondary Data Center) is:

Item No.	Category	Manufacturer Product Number	Equipment or Software Name	Qty
1	Equipment Hardware	N77-C7710	Nexus7700 C7710 (10 Slot) Chassis	1
2	Equipment Hardware	N77-F348XP-23	1/10 Gbps Ethernet Module	1
3	Equipment Hardware	N77-SUP2E	Supervisor Module-2	1
4	Equipment	N77-SUP2E	Supervisor Module-2	1

Ref. No.	Question/Request for Clarification	Answer/Clarification			Ref. BD clause/provision	Clarification or Amendment
			Hardware			
		5	Equipment Hardware	N77-C7710-FAB-2	Fabric card module	1
		6	Equipment Hardware	N77-C7710-FAB-2	Fabric card module	1
		7	Equipment Hardware	N77-C7710-FAB-2	Fabric card module	1
		8	Equipment Hardware	N77-AC-3KW	Nexus7700 C7710 (10 Slot) Chassis Power Supply	1
		9	Equipment Hardware	N77-AC-3KW	Nexus7700 C7710 (10 Slot) Chassis Power Supply	1
		10	Equipment Hardware	N77-AC-3KW	Nexus7700 C7710 (10 Slot) Chassis Power Supply	1
		11	Equipment Hardware	N77-C7710-FAN	Nexus7700 C7710 (10 Slot) Chassis Fan Module	1
		12	Equipment Hardware	N77-C7710-FAN	Nexus7700 C7710 (10 Slot) Chassis Fan Module	1
		13	Equipment Hardware	N77-C7710-FAN	Nexus7700 C7710 (10 Slot) Chassis Fan Module	1
		14	Equipment Hardware	N77-C7710	Nexus7700 C7710 (10 Slot) Chassis	1
		15	Equipment Hardware	N77-F348XP-23	1/10 Gbps Ethernet Module	1
		16	Equipment Hardware	N77-SUP2E	Supervisor Module-2	1
		17	Equipment Hardware	N77-SUP2E	Supervisor Module-2	1
		18	Equipment Hardware	N77-C7710-FAB-2	Fabric card module	1
		19	Equipment Hardware	N77-C7710-FAB-2	Fabric card module	1
		20	Equipment Hardware	N77-C7710-FAB-2	Fabric card module	1

Ref. No.	Question/Request for Clarification	Answer/Clarification			Ref. BD clause/provision	Clarification or Amendment
		21	Equipment Hardware	N77-AC-3KW	Nexus7700 C7710 (10 Slot) Chassis Power Supply	1
		22	Equipment Hardware	N77-AC-3KW	Nexus7700 C7710 (10 Slot) Chassis Power Supply	1
		23	Equipment Hardware	N77-AC-3KW	Nexus7700 C7710 (10 Slot) Chassis Power Supply	1
		24	Equipment Hardware	N77-C7710-FAN	Nexus7700 C7710 (10 Slot) Chassis Fan Module	1
		25	Equipment Hardware	N77-C7710-FAN	Nexus7700 C7710 (10 Slot) Chassis Fan Module	1
		26	Equipment Hardware	N77-C7710-FAN	Nexus7700 C7710 (10 Slot) Chassis Fan Module	1
2	<p><i>“The Lot 1 Supplier must configure the equipment supplied to meet the requirements stated above and integrate it with the Purchaser’s existing systems/technologies, including but not limited to: The common support infrastructures (server room access control and monitoring, general power supply and room-level air conditioning etc.);”</i></p> <p>Please describe the existent datacenter space, power supply and air conditioning systems, as well as their current load (utilization level). Same question regarding the Lot 2.</p>	<p>The electrical requirements are described in the technical specifications (for example page 180 for Lot 2 under 5. General Technical Requirements). All data, electrical, and other interconnects to achieve a fully functioning Site-specific Subsystem must be provided by the Supplier.</p> <p>The Primary Data Center and the Secondary Data Center have electrical power connections that provide the following standard voltage ranges and frequency ranges: 220v +/- 20v, 50Hz +/-2Hz, 2 (two) independent electrical power connection for each Industry Standard Server Rack Cabinet.</p>			Page 180 Section VI Technical Requirements, 5. General Technical Requirements for Lot 2	

Ref. No.	Question/Request for Clarification	Answer/Clarification	Ref. BD clause/provision	Clarification or Amendment
		<p>All active equipment hosted must include and, respectively accept, standard rack power plugs and interconnects:</p> <ul style="list-style-type: none"> - 6A IEC 60320 C13/C14; - 16A IEC 60320 C19/C20; - 32A IEC 60309 (or equivalent) connectors. <p>The active equipment is hosted in standard 19-inch Industry Standard Server Rack Cabinets server rack cabinet (which is typically 42 units in height, 19-inch wide, and 36 inches deep, as described in IEC 60297 Mechanical structures for electronic equipment - Dimensions of mechanical structures of the 482,6 mm (19 in) series), with grounding and "in row" cooling.</p> <p>The data center environmental control in the Primary Data Center and the Secondary Data Center complies with the ASHRAE Standards, for the respective categories.</p> <p>Safety: Unless otherwise specified, all equipment must operate at noise levels no greater than 75 decibels. All electronic equipment that emits electromagnetic energy must be certified as meeting US FCC class B</p>		

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		<p>or EN 55022 and EN 61000, or equivalent, emission standards.</p> <p>Accommodation of the equipment on premise will be determined after the contract is awarded.</p>		
3	<p>Regarding the Section VI – Technical Requirements, page 157,</p> <p><i>“Lot 2 – Datacenter Fabric Subsystem (including “Access” and “Distribution” equivalent functional components, or Layers, and a Network Management and Orchestration Component) together with Datacenter Core Subsystem (including core datacenter-core network Communication Services Layer and network Communication Security Layer)”</i></p> <p>and also Section VI – Technical Requirements, page 182:</p> <p><i>“For each site, the “Access” and “Distribution” functional components and a Network Management and Orchestration component must be supplied and configured to implement a Datacenter Fabric Subsystem that must: Provide a dual-layer architecture, with the “Access Layer” component equivalent to</i></p>	<p>The technical solution should be a non-blocking network. For this reason we require a leaf-spine clos type network or equivalent. The integration of the supplied solution is the responsibility of the Supplier. The existing infrastructure is described in the Technical Requirements 8.9.21. The picture provided is for illustration purposes only.</p> 	Page 157 Section VI Technical Requirements	Clarification

Ref. No.	Question/Request for Clarification	Answer/Clarification	Ref. BD clause/provision	Clarification or Amendment
	<p><i>the Leaf Layer in a two-stage (Charles) Clos type network and the "Distribution Layer" component respectively equivalent to the Spine Layer;"</i>,</p> <p>Please explain if the needed infrastructure is a 3 layer Access, Distribution, Core Network or a Leaf – Spine one. Also, please provide further information about the requested "[...] Leaf Layer in a two-stage (Charles) Clos type network" and its relevance in the current Bid. For the interested bidders to fully understand the Beneficiary's request please provide a graphical architecture of the requested components and the way they are integrated, together with the existent components and the requested components from Lot 1.</p>			
4	<p>Regarding the Technical Training Services</p> <p>Does the Beneficiary provide a classroom for the training, together with the needed projector, computers and stationery needed or they are Supplier's responsibility also? If the latter is true, where is the desired location for the training? There will be people travelling from outside of the city where the training will be held who will need hotel booking? Is this also the Supplier's responsibility?</p>	<p>The Purchaser will provide a classroom for the training, together with the needed projector, computers and stationery needed.</p>	<p>Page 45 ITB 16.2 (c)</p> <p>Page 167 Section VI Technical Requirements, Par. 2.4. Technical Training</p>	<p>Clarification</p>

Ref. No.	Question/Request for Clarification	Answer/Clarification	Ref. BD clause/provision	Clarification or Amendment
			Services	
5	<p>Regarding the Section VI – Technical Requirements, page 181:</p> <p><i>“The Datacenter Fabric Subsystem and Datacenter Core Subsystem, comprising integrated Subsystems for the 2 (two) datacenter sites, must be supplied and configured to: [...] 6.3 Implement features for complex communication architectures, including multicast traffic management and Multiprotocol Label Switching (MPLS); [...] 6.6 Provide native support for OSI Layer 2 datacenter interconnection protocols that: Do not rely on Multi Protocol Label Switching (MPLS) / Virtual Private LAN Service (VPLS);”</i></p> <p>Please confirm if the MPLS protocol is required or not.</p>	<p>Technical Requirement 6.3 states that MPLS must be included, while TR 6.6 states that there should also be support for Layer 2 datacenter interconnection protocols that do not rely on MPLS.</p> <p>The MLPS protocol is required.</p> <p>Support for Layer 2 datacenter interconnection protocols that do not rely on MLSP is also required.</p>	<p>Page 181 Section VI Technical Requirements, Chapter 6. Architecture – DATACENTER FABRIC SUBSYSTEM AND DATACENTER CORE SUBSYSTEM, Par. 6.3 and Par. 6.6 Technical Requirements</p>	<p>Clarification</p>
6	<p>Please provide network topology diagram?</p>	<p>The current network topology is a dual-layer architecture, with the “Access Layer” component equivalent to the Leaf Layer in a two-stage (Charles) Clos type network and the</p>	<p>N/A</p>	<p>Clarification</p>

Ref. No.	Question/Request for Clarification	Answer/Clarification	Ref. BD clause/provision	Clarification or Amendment
		"Distribution Layer" component respectively equivalent to the Spine Layer. See the answer to question 3.		
7	WAN connectivity and design?	See answer to question no. 3 and the Annex I in the Amendment.	N/A	Clarification
8	For DCI interconnect – do you expect to have more than 3 sites?	No. The Datacenter Fabric Subsystem and Datacenter Core Subsystem must be delivered comprising integrated Subsystems for the 2 (two) datacenter sites. In the future - the number of sites to be interconnected is 3 (three): Primary Data Center, Secondary Data Center and Data Warehouse Data Center.	Page 187 Section VI. Technical Requirements	Clarification
9	What is strategy around automation / virtualization – OpenStack or any other SDN type of tech on horizon?	The current strategy around automation / virtualization is to integrate with major virtualization solutions (e.g., VMware, Microsoft HyperV, Oracle VM, OpenStack) and to integrate with network overlay technologies such as Network Virtualization, using at least Generic Routing Encapsulation (NVGRE) and Virtual Extensible LAN (VXLAN).	Page 187 Section VI. Technical Requirements	Clarification
10	FCoE mandatory part of design or other options acceptable?	Yes – Fiber Channel over Ethernet is mandatory, because this is the protocol in use	Page 187	Clarification

Ref. No.	Question/Request for Clarification	Answer/Clarification	Ref. BD clause/provision	Clarification or Amendment
		today at NAFA. IP/Ethernet and Fiber Channel over Ethernet (FCoE) are used in a consolidated switch fabric between existing servers and storage. Replacement of this protocol is not acceptable.	Section VI. Technical Requirements	
11	Intergrade with major virtualization solutions (VMware, Hyper-V, OpenStack) – what level of integration is required?	Integration with the major virtualization solution (e.g. VMWare, Hyper-V, OpenStack) is needed to implement server to storage connections for all the major operating systems used by NAFA (Linux – all major distributions, Microsoft Windows, IBM AIX – different releases, all in use today).	Page 187 Section VI. Technical Requirements	Clarification
12	For Datacenter Core Subsystem must allow 80 Tbps for each site – what is the relation between DC Core and DC Fabric? Are they connected?	Yes. The DC Core and the DC Fabric are interconnected.	Page 187 Section VI. Technical Requirements	Clarification
13	Implement features for complex communication architectures, including multicast traffic management and Multiprotocol Label Switching (MPLS – more details please? Use case?	See the answer to question no. 5 above.	Page 187 Section VI. Technical Requirements	Clarification
14	Is FCoE an absolute condition to be met ? Can it be iSCSI as SAN connectivity?	Yes. Fiber Channel over Ethernet (FCoE) is an absolute condition to be met, because of compatibility with the existing configuration, which is using IP Ethernet and Fiber Channel	Page 187 Section VI. Technical Clarification	Clarification

Ref. No.	Question/Request for Clarification	Answer/Clarification	Ref. BD clause/provision	Clarification or Amendment
		over Ethernet (FCoE).	Requirements	
15	Is NETCONF protocol mandatory management protocol?	YES – NETCONF is the mandatory network management protocol. NETCONF is the network configuration protocol in place, used by NAFA.	Page 187 Section VI. Technical Requirements	Clarification
16	Can be accepted alternative encapsulations besides VxLAN, ie SPB?	The only encapsulations requested is VxLAN, because this is the encapsulation used today in the NAFA Data Centers. No other encapsulation - like Shortest Path Bridging (SPB) – is accepted as an alternative.	Page 187 Section VI. Technical Requirements	Clarification
17	<p>Referring to the following request from Section II – Bid Data Sheet (BDS):</p> <p><i>„ITB 6.1. (c) If the Bidder proposes to use Subcontractors for the provision of certain key services, written agreements by the proposed firms to provide these services in case of contract(s) resulting from this bidding are required for the following types/categories of services: all installation, configuration, testing, warranty repair, and technical support services.”</i></p> <p>We understand that the implementation team may contain experts that are subcontractor’s employees. In this case,</p>	<p>The subcontractor agreements shall be made with the subcontracted party. If the subcontracted party is a firm, then the firm must provide the agreement. If the subcontracted party is an individual, then the individual must provide the agreement.</p>	Bid Data for ITB 6.1(c)	Clarification

Ref. No.	Question/Request for Clarification	Answer/Clarification	Ref. BD clause/provision	Clarification or Amendment
	<p>each expert will present declaration of availability.</p> <p>Please, confirm our understanding.</p>			
18	<p>Referring to the following specifications found in Form 3.3.6. <i>Personnel Capabilities:</i></p> <p><i>„For specific positions essential to contract management and implementation (and/or those specified in the Bidding Documents, if any), Bidders should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form 3.5.6a for each candidate.</i></p> <p><i>Bidders may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.”</i> <input type="checkbox"/></p> <p>Considering that the Bidding</p>	<p>Agreed. The minimum personnel requirements are specified in the Technical Requirements (as cited above). The bidders may disregard the instruction associated with the sample form to provide two candidates.</p>	Sample Forms – Form 3.3.6	Clarification

Ref. No.	Question/Request for Clarification	Answer/Clarification	Ref. BD clause/provision	Clarification or Amendment
	<p>Documentation doesn't require at least two candidates qualified to meet the specified requirements stated for each position, we understand that the implementation teams will maintain the following minimum composition specified in the Technical Requirements (containing a prime candidate for each position):</p> <p>„The Lot 1 Supplier must establish and maintain an Implementation Team with the following minimum composition, experience and certifications: 1 (one) Implementation Team-Leader; <input type="checkbox"/> 1 (one) or more Datacenter Network Security Specialists.” <input type="checkbox"/></p> <p>„The Lot 2 Supplier must establish and maintain an Implementation Team with the following minimum composition, experience and certifications: <input type="checkbox"/> <input type="checkbox"/> 1 (one) Implementation Team-Leader; <input type="checkbox"/> 3 (three) or more Datacenter Networking Specialists; <input type="checkbox"/> <input type="checkbox"/> 1 (one) or more Datacenter Network</p>			

Ref. No.	Question/Request for Clarification	Answer/Clarification	Ref. BD clause/provision	Clarification or Amendment
	<p>Security Specialists.” <input type="checkbox"/></p> <p>We ask you kindly to confirm our understanding. <input type="checkbox"/></p>			
19	<p>Referring to the following specifications found in Form 3.3.5. <i>Financial Capabilities:</i></p> <p><i>A copy of the audited balance sheets shall be attached.</i></p> <p><i>Attach audited financial statements—including, as a minimum, profit and loss account, balance sheet, and explanatory notes—for the period stated in the BDS for ITB Clause 6.1 (a) (for the individual Bidder or each partner of a Joint Venture).</i></p> <p><i>If audits are not required by the laws of Bidders' countries of origin, partnerships and firms owned by individuals may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns,</i></p> <p>Given that in the Bid Data Sheet (BDS)</p>	<p>Agreed. The financial qualification criteria are specified in the Instructions to Bidders / Bid Data Sheet. The bidders may disregard the instruction associated with the sample form to provide audited statements.</p>	Sample Forms – Form 3.3.5	Clarification

Ref. No.	Question/Request for Clarification	Answer/Clarification	Ref. BD clause/provision	Clarification or Amendment
	<p>there is no qualification request related to the Bidder's turnover, we consider that it is satisfactory to submit the completed form, without audited financial statements attached.</p> <p>We ask you kindly to confirm our understanding.</p>			
20	<p>Referring to the following specifications found in Forms 3.3.2 <i>General Information Systems Experience</i> and 3.3.2a <i>Joint Venture Summary</i>: <i>All individual firms and all partners of a Joint Venture must complete the information in this form with regard to the management of Information Systems contracts generally. The information supplied should be the annual turnover of the Bidder (or each member of a Joint Venture), in terms of the amounts billed to clients for each year for work in progress or completed, converted to Euro (€) at the rate of exchange at the end of the period reported.</i> <i>Annual turnover data (applicable activities only) <input type="checkbox"/> Total value of annual</i></p>	<p>Agreed. The experience qualification criteria are specified in the Instructions to Bidders / Bid Data Sheet. The bidders may disregard the instruction associated with the sample form to provide turnover related to information systems billed to clients.</p>	<p>Sample Forms – Form 3.3.2 and 3.3.2a</p>	<p>Clarification</p>

Ref. No.	Question/Request for Clarification	Answer/Clarification	Ref. BD clause/provision	Clarification or Amendment
	<p><i>turnover, in terms of Information System billed to clients, in € equivalent, converted at the rate of exchange at the end of the period reported:</i></p> <p>Given that in the Bid Data Sheet (BDS) there is no qualification request related to the Bidder’s turnover, or to the Bidder’s turnover in terms of Information System, we understand that it is satisfactory to submit the completed form with its global turnover.</p> <p>We ask you kindly to confirm our understanding.</p>			
21	<p>Referring to the following specifications found in Form 3.3.2 General Information Systems Experience:</p> <p><i>A brief note on each contract should be appended, describing the nature of the Information System, duration and amount of contract, managerial arrangements, purchaser, and other relevant details of the experience requirements from BDS-ITB 6.1 (a) and fill form 3.3.3a Details of Contracts of</i></p>	<p>Agreed. The experience qualification criteria are specified in the Instructions to Bidders / Bid Data Sheet. The bidders may disregard the instruction associated with the sample form to provide detailed information on the firm’s general experience with information systems.</p>	Sample Forms – Form 3.3.2	Clarification

Ref. No.	Question/Request for Clarification	Answer/Clarification	Ref. BD clause/provision	Clarification or Amendment
	<p><i>Similar Nature and Complexity.</i></p> <p>Given that in the Bid Data Sheet (BDS) there is no qualification request related to the Bidder’s general [sic] experience with Information Systems, we consider that it is satisfactory to demonstrate fulfillment</p> <p>Details regarding all our experience in implementing Information Systems, in general, are not relevant for the qualification requirements set for the present IFB.</p> <p>Please, confirm our understanding.</p>			
22	<p><i>According to the bidding document - Section I. Instructions to Bidders, C. Preparations of Bids, 13. Documents Comprising the Bid, 13.1., (e), (vi) Attachment 6: Intellectual Property, □</i></p> <p><i>A list of: □</i></p> <p><i>(1) all Software included in the Bidder’s bid, assigning each item to one of the software categories defined in GCC</i></p>	<p>The bidder is responsible for the inventory and classification of the Software and Custom Materials bid – if any.</p> <p>The bidder may use the following formats:</p> <p>for Custom Materials (if any), a simple list of those Materials that the Bidder deems to be Custom Materials would suffice.</p> <p>for Software (see below)</p>	ITB 13.1(e)(vi)	Clarification

Ref. No.	Question/Request for Clarification	Answer/Clarification	Ref. BD clause/provision	Clarification or Amendment
	<p><i>Clause 1.1 (c): (A) System, General Purpose, and Application Software; and (B) Standard and Custom Software;</i></p> <p><i>(2) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Bidder's bid. All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c). □</i></p> <p>Could you provide the forms required for the listing of all software and all custom materials to be included in the Bidder's bid?</p>			

	(select one per item)			(select one per item)	
Software Item	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

<p>23</p>	<p>Referring to art. 9.3 from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p> <p><i>The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2.</i></p> <p>Please, remove de following part: <i>„Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to GCC Clause 41.2.”</i>, because the cancellation of the contract would solely be determined by the Purchaser’s desire, regarding the existence / non-existence of resources, information or the decision-making process. In this way, it is questionable the desire of the Purchaser regarding its involvement and contractual</p>	<p>Declined. The General Conditions of Contract are those of the World Bank’s Standard Bidding Documents for the Supply and Installation of Information Systems. In accordance with the Loan Agreement between Romania and the World Bank, ANAF is required to use these Standard Bidding Documents. Moreover, ANAF needs to retain the right to judge the compliance of the Supplier’s performance (subject to the dispute resolution mechanisms specified in the Contract).</p>	<p>GCC 9.3</p>	<p>Clarification</p>
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	<p>assumption.</p> <p>Therefore, please accept the following form of the art. 9.3:</p> <p><i>9.3. The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section.</i></p>			
24	<p>Referring to art. 12.3 from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p> <p><i>12.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of a valid invoice by the Supplier. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate(s) specified in the SCC for the</i></p>	<p>Declined. Romanian Law does not mandate 30 days if the parties agree to another norm (less than 60 days). Accordingly, the Purchaser retains the 45 day norm in the GCC.</p>	GCC 12.3	Clarification

	<p><i>period of delay until payment has been made in full, whether before or after judgment or arbitration award.</i></p> <p>Please, accept the amendment of art. 12.3, in order to comply with art. 6 of Law No. 72/2013, which set out a payment term of 30 days to the obligations assumed by the authorities.</p> <p>Accordingly, we propose the following reformulation of art. 12.3:</p> <p><i>12.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of a valid invoice by the Supplier. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate(s) specified in the SCC for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</i></p>			
25	Referring to art. 17.5 from SECTION IV.	Agreed. The SCC for GCC 17.5 shall be	GCC 17.5	Clarification

	<p>GENERAL CONDITIONS OF CONTRACT:</p> <p><i>17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:</i></p> <p><i>(a) now or hereafter enters the public domain through no fault of the Receiving Party; <input type="checkbox"/></i></p> <p><i>(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and <input type="checkbox"/> that was not previously obtained, directly or indirectly, from the Disclosing Party;</i></p> <p><i>(c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.</i></p> <p>Please, count as events of exemption the situations where the law requires information disclosure, too.</p> <p>Therefore, we ask you kindly to accept the following proposal:</p>	<p>amended to add the suggested sub-clause (d).</p>		<p>and Amendment</p>
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	<p><i>17.5. The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:</i></p> <p><i>(a) now or hereafter enters the public domain through no fault of the Receiving Party; <input type="checkbox"/></i></p> <p><i>(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;</i></p> <p><i>(c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.</i></p> <p><i>(d) is compelled to be disclosed by law, pursuant to the requirement of the competent bodies or order of the Court, provided that, where possible, the Receiving Party shall provide the Disclosing Party</i></p> <p><i>(i) prior written notice of such obligation and <input type="checkbox"/></i></p> <p><i>(ii) the opportunity to oppose such disclosure or obtain a protective order.</i></p>			
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26	<p>Referring to art. 21.2 from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p> <p><i>21.2 Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified in the SCC. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.</i></p> <p>We kindly ask you to remove the following part of the clause: <i>„ During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.”</i>, because it removes the predictability and exclusively sets, according to the authority’s preference, the contract consequences.</p>	<p>Declined. GCC 21.2 and GCC 39.3 place the responsibility for proposing changes to the System as a result of changes in codes and standards during the Contract on the Supplier and the authority to accept or decline the proposed change with the Purchaser.</p>	GCC 21.2 and GCC 39.3	Clarification

	<p>Please accept the following reformulation of the article:</p> <p><i>Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified in the SCC.</i></p>			
<p>27</p>	<p>Referring to contractual clause art. 27.3.5 from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p> <p><i>27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, then either:</i></p> <p><i>(a) the Purchaser may consider terminating the Contract, pursuant to GCC Clause 41.2.2; or [...]</i></p> <p>We kindly ask you to eliminate the possibility of ceasing the Contract in case of failure in achieving the</p>	<p>Declined. ANAF retains the right to judge the achievement of Operational Acceptance (subject to the dispute resolution mechanisms specified in the Contract).</p>	<p>GCC 27.3.5</p>	<p>Clarification</p>

	<p>acceptance, given the fact that this kind of process must be determined by an independent entity, and not by a contracting party.</p> <p>Therefore, we propose the following reformulation:</p> <p><i>27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2 and the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.2 and 30.3 shall not apply.</i></p>			
28	<p>Referring to art. 28.2 from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p> <p><i>28.2 If the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for</i></p>	<p>Declined. Noncompliance with agreed implementation schedules is a common and major risk signal vis-à-vis the viability of contract implementation. ANAF retains the right to terminate the Contract on the basis of this risk signal (subject to the dispute resolution mechanisms specified in the Contract).</p>	GCC 28.2	Clarification

	<p><i>GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule in the Technical Requirement or the Agreed and Finalized Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate specified in the SCC as a percentage of the Contract Price, or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC ("the Maximum"). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.</i></p> <p>The existence and flow of penalties is not by itself an element likely to lead to termination. There are cases where penalties flowing against the supplier, without involving a real fault of his own fault or that this is one small matter.</p>			
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	<p>Therefore, please accept elimination of the contract termination penalties when a limit is reached, as we proposed respectful in the model:</p> <p>28.2.If the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule in the Technical Requirement or the Agreed and Finalized Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate specified in the SCC as a percentage of the Contract Price, or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC (“the Maximum”).</p>			
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<p>29</p>	<p>Referring to art. 30.3 from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p> <p><i>30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier’s Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.</i></p> <p>We ask you kindly to eliminate the present article, because its actual form supposes that termination is applicable in accordance to the operational acceptance. Given that the acceptance is determined subjectively, we consider that a decision related to it or to the termination must be pronounced by an independent entity, as a Law Court, in accordance with the contractual balance.</p>	<p>Declined. ANAF retains the right to judge the achievement of Operational Acceptance and apply the consequential contractual clauses (subject to the dispute resolution mechanisms specified in the Contract).</p>	<p>GCC 30.3</p>	<p>Clarification</p>
<p>30</p>	<p>Referring to art. 31.1 from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p>	<p>Declined. The suggested text “and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract” does not mandate the</p>	<p>GCC 31.1</p>	<p>Clarification</p>

	<p><i>31.1 The Supplier hereby represents and warrants that:</i></p> <p><i>(a) the System as supplied, installed, tested, and accepted; <input type="checkbox"/></i></p> <p><i>(b) use of the System in accordance with the Contract; and <input type="checkbox"/></i></p> <p><i>(c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.</i></p>	<p>Purchaser to own the Intellectual Property Rights (if not otherwise specified in other parts of the Contract) only that the Purchaser can exercise all Intellectual Property Rights as provided in the Contract (e.g., via the requirements to be provided with valid licenses).</p>		
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	<p>Please, accept reformulating the present article by removing provisions regarding the guarantee of obtaining intellectual property, as the article is considering the possibility of licensing certain elements of the contract.</p> <p>The guarantee referred comes to ensure the rights of the Purchaser, but for licensed items there cannot be guaranteed full intellectual property right, but the attributes offered by the license.</p> <p>In this regard, please accept the following wording:</p> <p><i>31.1 The Supplier hereby represents and warrants that:</i></p> <p><i>(a) the System as supplied, installed, tested, and accepted; <input type="checkbox"/></i></p> <p><i>(b) use of the System in accordance with the Contract; and <input type="checkbox"/></i></p> <p><i>(c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract do not and will not infringe any Intellectual Property Rights held by any third party</i></p>			
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	<p><i>and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.</i></p>			
<p>31</p>	<p>Referring to art. 32.1 from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p> <p><i>32.1 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual</i></p>	<p>Declined. The indemnity relates to Intellectual Property Rights (as contrasted with physical manifestations), as such it cannot be limited to the contract value.</p>	<p>GCC 32.1</p>	<p>Clarification</p>

	<p><i>Property Rights by reason of:</i></p> <p><i>(a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;</i></p> <p><i>(b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and</i></p> <p><i>(c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.</i></p> <p>Please, accept the limitation of liability to the value of the contract, any party not getting more than it.</p> <p>Therefore, we ask you kindly to accept the following proposal:</p> <p><i>32.1 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging</i></p>			
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	<p><i>such a liability), limited to the value of the present agreement, that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:</i></p> <p><i>(a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;</i></p> <p><i>(b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and</i></p> <p><i>(c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.</i></p>			
32	<p>Referring to art. 32.3 (b) from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p> <p><i>32.3 Such indemnities shall also not</i></p>	<p>Declined. As a commercial participant in the relevant technology market, the Bidder/Supplier must bear the responsibility for Intellectual Property Right ramifications of the products that the</p>	GCC 32.3(b)	Clarification

	<p><i>apply if any claim of infringement: [...]</i></p> <p><i>(b) is a direct result of a design mandated by the Purchaser's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or</i></p> <p>Please, accept the elimination of liability for violations of intellectual property in cases where the possibility of such violations have not been stipulated by the provider. The possibility of knowing all the intellectual property rights involved by the area of the present acquisition is not possible in reality.</p> <p>Please, accept the following form of the article:</p> <p><i>(b) is a direct result of a design mandated by the Purchaser's Technical Requirements or the possibility of such infringement was duly noted in the Supplier's Bid; or</i></p>	<p>Bidder bids. This cannot be the responsibility of the Purchaser as this expertise is not part of its core business (i.e., revenue administration in the case of ANAF).</p>		
33	<p>Referring to art. 32.4 from SECTION IV. GENERAL CONDITIONS OF</p>	<p>Declined. A one day limit is neither realistic or acceptable. A communication</p>	GCC 32.4	Clarification

	<p>CONTRACT:</p> <p><i>32.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</i></p>	<p>to the Supplier from the Purchaser regarding a claim would most likely require a number of steps. These may include: gather/document the relevant information regarding the claim, communicate/discuss the information the relevant persons inside ANAF, prepare the necessary formal communications, obtain the necessary clearance by ANAF management, register the outgoing communication, etc. The Contract commits the Purchaser to notifying the Supplier promptly, which ANAF will do within the confines of its internal responsibilities and procedures.</p>		
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	<p>Please accept the authority commitment to inform the other party within maximum one day the incident regarding intellectual property claims, in order to enable a real and effective defense. In case that authority would delay providing information to the supplier, it exists a very high risk, namely, the defense can no longer be made, the delay leading to loss of defensive possibilities.</p> <p>Therefore, we ask you kindly to accept the following proposal:</p> <p><i>32.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser does not notify the Supplier in maximum 1 working day after it finds out about the proceeding or claims, then the Supplier's liability, in this respect, is</i></p>			
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	<p><i>waived. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</i></p>			
<p>34</p>	<p>Referring to art. 33.1 from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p> <p><i>33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:</i></p> <p><i>(a) the Supplier shall not be liable to the</i></p>	<p>Declined. If the Supplier has an obligation to pay Liquidated Damages this clause shall not set this aside. As noted above in A16 the indemnity associated Intellectual Property Rights is not capped by the value of the Contract.</p>	<p>GCC 33.1</p>	<p>Clarification</p>

	<p><i>Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</i></p> <p><i>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.</i></p> <p>We kindly ask you to eliminate those provisions of art. 33.1 that suppose the unlimited liability in terms of damages, but limited in the other situations. We consider that it has arose a clerical error, therefore, please remove the exception of art.33.1, (a). We also ask you to remove the exception referring to the unlimited nature of the liability claims arising from intellectual property rights. Given that no party acquires more than</p>			
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	<p>the value of the contract, please accept this limitation of liability for this assumption, too, applying the principle of contractual balance.</p> <p>In this regard, please accept the following proposal:</p> <p><i>33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:</i></p> <p><i>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.</i></p> <p><i>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price.</i></p>			
35	<p>Referring to art. 35.2 from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p>	<p>Declined. The Purchaser retains the right initiate termination under the situation where the System has been significantly</p>	GCC 35.2	Clarification

	<p><i>35.2 If any loss or damage occurs to the System or any part of the System by reason of:</i></p> <p><i>(a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;</i></p> <p><i>(b) any use not in accordance with the Contract, by the Purchaser or any third party;</i></p> <p><i>(c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC</i></p>	<p>damaged by the events described in the Clause 32.5. Clause 41 (Termination) maintains balance in the Contract.</p>		
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	<p><i>Clause 21.1.2;</i></p> <p><i>the Purchaser shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Purchaser requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC Clause 39. If the Purchaser does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 41.1.</i></p> <p>In article 35.2 there are some cases in which the Supplier has no guilt. Because of that, and in order to respect the contractual balance principle, we believe that the Supplier should not</p>			
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	<p>suffer due to facts that are not attributable to him.</p> <p>Please be so kind and accept the following change in article 35.2.</p> <p><i>If any loss or damage occurs to the System or any part of the System by reason of:</i></p> <p><i>(a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;</i></p> <p><i>(b) any use not in accordance with the Contract, by the Purchaser or any third party; <input type="checkbox"/></i></p> <p><i>(c) any use of or reliance upon any</i></p>			
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	<p><i>design, data, or specification provided or designated by or on <input type="checkbox"/> behalf of the Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2;</i></p> <p><i>the Purchaser shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Purchaser requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC Clause 39. If the Purchaser does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall request a change in accordance with GCC Clause 39.</i></p>			
36	<p>Referring to art. 41.1.1 from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p> <p><i>41.1.1 The Purchaser may at any time</i></p>	<p>Declined. The Purchaser retains the right initiate termination under Clause 41 (Termination) maintains balance in the Contract, including financial responsibilities (e.g., GCC 41.1.3).</p>	GCC 41.1.1	Clarification

	<p><i>terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.</i></p> <p>Please be so kind and delete the present article as it questions the Purchaser's intention to undertake this agreement. If such an article will be accepted, then the Supplier will suffer damages that have to be paid by the Purchaser.</p>			
<p>37</p>	<p>Referring to art. 41.1.2 and 41.1.3 from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p> <p><i>41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination</i></p> <p><i>(a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;</i></p>	<p>Declined. Clause 41 (Termination) maintains balance in the Contract, including financial responsibilities.</p>	<p>GCC 41.1.2 and GCC 41.1.3</p>	<p>Clarification</p>

	<p><i>(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.1.2 (d) (ii) below;</i></p> <p><i>(c) remove all Supplier's Equipment from the site, repatriate the Supplier's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;</i></p> <p><i>(d) in addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall</i></p> <p><i>(i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;</i></p> <p><i>(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;</i></p> <p><i>(iii) deliver to the Purchaser all nonproprietary drawings,</i></p>			
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	<p><i>specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.</i></p> <p><i>41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Purchaser shall pay to the Supplier the following amounts:</i></p> <p><i>(a) the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;</i></p> <p><i>(b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's and its Subcontractors' personnel;</i></p> <p><i>(c) any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;</i></p> <p><i>(d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition</i></p>			
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	<p><i>pursuant to GCC Clause 41.1.2 (a); and</i></p> <p><i>(e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.</i></p> <p>Please delete these two articles as a consequence of the deletion of article 41.1.1 as aforementioned.</p>			
38	<p>Referring to art. 41.2.1 (a) from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p> <p><i>41.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this GCC Clause 41.2:</i></p> <p><i>(a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors,</i></p>	<p>Declined. The Purchaser enters into the Contract to obtain benefits to its business operations – in an appropriately timely fashion. The Purchaser cannot be held to wait for these benefits to materialize contingent on the possible/eventual resolution of the insolvency procedures.</p>	GCC 41.2.1(a)	Clarification

	<p><i>or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;</i></p> <p>Due to the fact that the insolvency procedures aim the rescue of the company, please be so kind and accept the following change in article 41.2.1 a):</p> <p><i>41.2.1.(a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt. If the Supplier enters into the insolvency procedures, then the present agreement cannot be</i></p>			
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	<i>terminated;</i>			
39	<p>Referring to art. 41.2.1 (b) from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p> <p><i>(b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or</i></p> <p>The assignment of rights does not harm any party and this is why we propose that you delete the possibility of termination of this present agreement, in such a case.</p> <p>Please accept our rephrase: 41.2.1 (b) if the Supplier assigns or transfers the Contract or any duties.</p>	<p>Declined. Assignment to a party that has not demonstrated to the Purchaser’s satisfaction the party’s capacity to implement the Contract is an unacceptable risk to the Purchaser.</p>	GCC 41.2.1(b)	Clarification
40	<p>Referring to art. 41.2.2 (c) from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p> <p><i>(c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the</i></p>	<p>Declined. Exercise of this clause presumes documentation (by the Purchaser) of the malfeasance of the Supplier demonstrating termination is neither arbitrary nor capricious and is subject to the dispute resolution mechanisms specified in the Contract.</p>	GCC 41.2.2	Clarification

	<p><i>Contract without just cause;</i></p> <p>Please delete art.41.2.2 as it has an unclear content, breaching the provisions of art. 1553 6 from the Romanian Civil Code, which states that the terminations should clearly indicate the duties breached by the defaulting party.</p>			
41	<p>Referring to art. 41.2.4 from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p> <p><i>41.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the</i></p>	<p>Agreed. The context for GCC 41.2.4 is established by GCC 41.2. Nevertheless, in the interest clarity, the SCC for GCC 41.2.4 shall be amended to include "Upon issuance of the termination notice by Purchaser" at the beginning of Clause 41.2.4.</p>	GCC 41.2.4	Clarification and Amendment

	<p><i>site.</i></p> <p>Please accept the rephrase of this article because it is not complete and could be misunderstood-it talks about the case in which the agreement terminates, but it does not indicate the termination.</p> <p><i>41.2.4 If the present agreement terminates, the Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.</i></p>			
42	<p>Referring to art. 42.1 from SECTION IV. GENERAL CONDITIONS OF CONTRACT:</p>	<p>Declined. Assignment to a party that has not demonstrated to the Purchaser's satisfaction the party's capacity to</p>	GCC 42.1	Clarification

	<p><i>42.1 Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.</i></p> <p>Please accept the assignment of the rights as it does not harm the Purchaser in any way. In addition to this, the commercial life implies a speed and the assignment of the rights helps this process. Please be so kind and accept the following rephrase:</p> <p><i>42.1 Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any obligation, therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that</i></p>	<p>implement the Contract is an unacceptable risk to the Purchaser.</p>		
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	<i>may become due and payable to it under the Contract.</i>			
43	<p>Referring to the specification from Section V. Special Conditions of Contract, related to GCC 12.3:</p> <p><i>The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of: EURIBOR 6 months.</i></p> <p>Because Law no. 72/2013 indicates the formula for the interest or delay penalties, please be so kind and apply this formula which indicates a penalty of 0,03%.</p>	<p>Declined. Law 72/2013 establishes this rate in the instance that the parties have not established another rate. The Purchaser retains the rate established in the SCC for GCC 12.3.</p>	<p>SCC for GCC 12.3</p>	<p>Clarification</p>
44	<p>Please specify the deadline for acceptance of technical aspects questions.</p>	<p>According to ITB 10.1: „ ... <i>The Purchaser will respond in writing to any request for clarification or modification of the Bidding Documents that it receives no later than twenty-one (21) days prior to the deadline for submission of bids prescribed by the Purchaser. ...</i>”</p> <p>Twenty-one (21) days before the 17 March 2016 bid submission deadline is 25 February 2016.</p>	<p>ITB 10.1</p>	<p>Clarification</p>

<p>45</p>	<p>BD requires to submit Bank Guarantee and Bid Bond. From our experience and logically one of this documents is to be submitted on this stage.</p>	<p>Section I. Instructions to Bidders, Paragraph 17.2 reads: "... In case of a Bid Security, it shall also: (a) at the Bidder's option, be in the form of either a certified check, letter of credit, or a bank guarantee from a banking institution, OR a bond issued by a surety"</p> <p>Either of the forms is acceptable. Only one form is required.</p>	<p>ITB 17</p>	<p>Clarification</p>
<p>46</p>	<p>Regarding Technical Requirement 7.8, the proposed solution should allow for any server/device to be physically connected to two Leaf blocks</p> <p>If storage systems and the converged adapters of the servers will be connected on the same layer of the topology, it will optimize the solution by improving the forwarding performance at core level.</p> <p>Taking above into account and that connection of the storages (both legacy and current) at the leaf layer of the leaf-spine topology will create consistency of the network topology, we would like to suggest to remove requirement 7.20.5 and add requirement "Implement native Fiber Channel protocol on 10Gbps interfaces (to</p>	<p>Bidders may also propose additional features.</p> <p>The Technical Requirements, as specified, are minimal and mandatory.</p> <p>Technical requirements in 7.19 and 7.20 remain unchanged.</p>	<p>Tech Requirement Nos. 7.8, 7.20.5, and 7.19.3</p>	<p>Clarification</p>

	integrate legacy Store Area Networks)" to section 7.19.3.			
47	<p>Regarding Technical Requirement 8.9.21 requirements for Modular Communication Services Devices may be achieved by upgrading the existing core switching infrastructure in use at NAFA.</p> <p>Is it acceptable if proposed solution include full migration to new platform, which would fully comply to all requirements listed in 8.9?</p>	<p>The Technical Requirements 8.9, as specified, are minimal and mandatory.</p> <p>Technical Requirement 8.9.21 provides for the option to meet Technical Requirements 8.9.1-8.9.20 by upgrading (adding to / extending) the existing core switching infrastructure.</p> <p>The second option is to propose additional Modular Communication Services Devices (that meet the Technical Requirements) along side the existing Modular Communication Services Devices.</p> <p>The need to continue to support the existing legacy servers and storage technologies requires that the existing Modular Communication Services Devices be retained. Hence a full replacement of the existing Modular Communication Services Devices is not an option.</p>	Tech Requirement No. 8.9	Clarification
48	<p>Regarding Technical Requirements 7.20</p> <p>How many ports must be equipped with small form-factor pluggable (SFP/SFP+) transceivers</p>	<p>The number is dependent on the bidder's proposed technology.</p>	Tech Requirement No. 7.20	Clarification

	for the Spine Layer functional blocks in the proposed configuration of the Datacenter Fabric Subsystem?	At a minimum, each Spine Layer Functional block in the Datacenter Fabric Subsystem must be fully equipped (including small form-factor pluggable (SFP/SFP+) transceivers) to comply with the Technical Requirements 7.20 and to achieve the capacity requirements for non-blocking uplink and switching capacity (as specified in Technical Requirement 7.19.7 and 7.19.8).		
49	<p>Regarding Technical Requirements 7.19</p> <p>How many ports must be equipped with small form-factor pluggable (SFP/SFP+) transceivers for the Leaf Layer functional blocks in the proposed configuration of the Datacenter Fabric Subsystem?</p>	<p>The number is dependent on the bidder's proposed technology.</p> <p>At a minimum, each Leaf Layer Functional block in the Datacenter Fabric Subsystem must be equipped (including small form-factor pluggable (SFP/SFP+) transceivers) to comply with all the Technical Requirements 7.19 and to achieve the capacity requirements for non-blocking uplink and switching capacity also specified in Technical Requirement 7.19</p>	Tech Requirement No. 7.19	Clarification
50	<p>Regarding the Section VI – Technical Requirements, page 157 and clarification answer no. 3</p> <p>The requirement for a non-blocking network with leaf-spine clos type network component or equivalent is for "Access" and / or</p>	<p>The Technical Requirements are for "Access AND Distribution".</p> <p>The technical solution should be a non-blocking network built with a Datacenter Fabric Subsystem (including "Access" and</p>	Tech Requirement Page 157 Clarification answer no. 3	Clarification

	<p>"Distribution"?</p>	<p>"Distribution" equivalent functional components, or Layers, and a Network Management and Orchestration Component) together with Datacenter Core Subsystem (including core datacenter-core network Communication Services Layer and network Communication Security Layer).</p> <p>For this reason we require a leaf-spine clos type network or equivalent both for "Access" and "Distribution" equivalent functional components.</p> <p>The integration of the supplied solution is the responsibility of the Supplier.</p>		
51	<p>Regarding technical Requirement 9.4.1 Training</p> <p>Which are the professional certifications required for the Supplier's "qualified trainers"?</p>	<p>Bidders must demonstrate that the trainers are qualified to deliver the technical training for the bid technologies.</p> <p>A "professional trainer" certification is not requested.</p>	<p>Tech Requirement No. 9.4.1</p>	<p>Clarification</p>
52	<p>Regarding Invitation for Bids (IFB), par. 4.a. LOT 1 (Acceleration and Protection Subsystem)</p>	<p>The Invitation for Bids (IFB), par. 4.a. LOT 1 (Acceleration and Protection Subsystem) has been amended (item no. 2). It now reads:</p>	<p>Page 5 Section I. Instructions to</p>	<p>Clarification</p>

	<p>What must be demonstrated by the Bidder? "... configuration of Acceleration and Protection Subsystems using F5 Network technologies."</p>	<p>"The Bidder must document (including reference contact information) the fact that they have successfully completed during the 36 (thirty-six) months prior to the date of bid submission at least one (1) contract for the supply, installation and configuration of Acceleration and Protection Subsystems using the brand name products bid."</p>	<p>Bidders</p>	
53	<p>Regarding the Bidding Document, the amendments and clarifications</p> <p>In order to avoid any mistakes working with the .PDF documents (bidding document, amendments and clarifications) would it be possible to distribute a Bidding Document with all the changes and amendments before the dead-line for clarification questions?</p>	<p>The Bidding Document, amendments and clarification documents will be distributed also in editable format, via the RAMP project Internet site.</p>	<p>General</p>	<p>Clarification</p>
54	<p>In 8.10.20 we have requirement for Provide with at least 10 (ten) 10/100/1000 Ethernet ports and with at least 10 (ten) modular SFP and/or SFP+ Ethernet ports;</p> <p>Question:</p> <p>Given the fact that data connectivity demands are increasing exponentially, can we propose</p>	<p>The Technical Requirements 8.10.20, as specified, are minimal and mandatory. Additional features may be offered but only as long as the minimal requirements are met.</p> <p>The requirements for at least 10 (ten) x 10/100/1000Mbps Ethernet ports with copper interconnects and for at least 10 (ten) x modular 1/10Gbps Ethernet ports with short-</p>	<p>Tech Requirement No. 8.10.20</p>	<p>Clarification</p>

	<p>solution based on 10GbE ports and 40GbE ports?</p> <p>For example, can we propose solution, which will include 4 x QSFP+ ports (that could be split into 16 x 10GbE LC ports) and 12 x 10GbE SFP+ ports (out of which 8 ports could be equipped with 1 x GbE transceivers – copper or fiber)</p>	<p>range optics merely reflect the actual needs, for both legacy networks and current applications.</p> <p>The wording of the requirements at the 8.10.20 clause remains unchanged.</p>		
<p>55</p>	<p>Regarding Requirements 8.10.4</p> <p><i>“Perform parallel processing (to define criteria, match against defined triggers, and apply all types of supported security policies at the same time)”</i>,</p> <p>Considering that the parallel processing technology is patented by a single producer, this requirement is restrictive and infringes upon the right of certain economic operators to participate.</p> <p>Therefore, please exclude this requirement.</p>	<p>Thousands of parallel processing technologies to secure and protect network communications are patented and implemented by different manufacturers in a wide range of communications modular device and are widely available commercially.</p> <p>Parallel processing technologies are available to all the manufacturers and economic entities via the international organisations for consumer electronics. These may be embedded in specific products and be freely marketed for the intended purpose.</p> <p>The Bidders must propose equipment having these any of the parallel processing functionalities available on the market that comply with Technical Requirement 8.</p> <p>Technical Requirement 8.10.4 remains unchanged.</p>	<p>Technical Require. No. 8.10.4</p>	<p>Clarification</p>

<p>56</p>	<p>Regarding Technical Requirement 8.10.20.</p> <p><i>‘Provide with at least 10 (ten) 10/100/1000 Ethernet ports and with at least 10 (ten) modular SFP and/or SFP+ Ethernet ports’,</i></p> <p>Considering that 10 Mbps Ethernet is hardly used anymore as a standard speed, 100 Mbps Ethernet is the most common, while 1000 Mbps is gaining ground and the most of new equipment present 100/1000 Ethernet ports,</p> <p>Please accept equipment that present 10 (ten) 100/1000 Ethernet ports.</p>	<p>Technical Requirement 8.10.20 is minimal and mandatory. It is based on international open standards (IEEE 802.3-2008 also known as the standard 1 Gigabit Ethernet), which is widely available commercially.</p> <p>International open standards to support only 100/1000 Ethernet are not yet available.</p> <p>The Bidders must propose equipment compliant with the 1 Gigabit Ethernet standard that complies with the minimal and mandatory Technical Requirements 8.</p> <p>Technical Requirement 8.10.20 remains unchanged.</p>	<p>Technical Require. No. 8.10.20</p>	<p>Clarification</p>
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