

PROJECT: SUBSCRIPTION OF 3x400 MBPS CORPORATE INTERNET ACCESS FOR MAIN OFFICE AND DISASTER RECOVERY (DR) SITE FOR THREE (3) YEARS

QUERIES/CLARIFICATIONS RAISED DURING THE PRE-BID CONFERENCE:

| | Query/Clarifications | TWG/BAC Reply |
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| 1 | Clarification regarding the title of the project itself because it says 3x400 MBPS however per lot requires 400 MBPS each in SSS Main and 400 MBPS, too in the disaster recovery sites so technically in total it is 800 MBPS? | Yes. |
| 2 | How many copies do we need to submit for the requirements? | You need to submit one (1) original copy and two (2) certified true copies. |
| 3 | Can we know the address of the disaster recovery sites? | It will be provided for the winning bidder, but it is within Metro Manila |
| 4 | Clarification regarding the schedule of updating the bandwidth per site: what is the lead time for the upgrade? So, it is not 24 hours within the request? | This is for baseline purposes for example new applications or activities for launching; we need to increase the bandwidth to see how it can be expanded. It should be a week before the activity No, it is a possibility but usually it is a planned activity. The only purpose is to know the baseline data. |

WRITTEN QUERIES:

| | Query/Clarifications | TWG/BAC Reply |
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| 1 | May we request that the SLCC completion be relaxed to within 5 years prior to deadline of submission and opening of bids? | Yes. This shall amend the following items from two (2) years to five (5) years . • Section I. Invitation to Bid item # 1., • Section II. Instruction to Bidders item no. 10.2, • Section III. Bid Data Sheet ITB Clause 5.3 (b) |
| 2 | In the Special Conditions of Contract: a. Intellectual Property Rights - can this be omitted if not applicable? b. Performance/Acceptance Testing - is the 15-day required testing included in the 45 calendar days delivery requirement? c. Can we also include limitation of liability of Supplier:? i. Innove shall not be liable to the Customer for any | a. We maintain the provision on the Intellectual Property Rights. b. Yes. c. No. |

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| | <p>special, indirect, consequential or incidental damages, including loss of profits or revenues or loss of prospective business advantage, regardless of whether Innove had been advised of such damages or whether that liability arises in contract, tort, strict liability, breach of warranty, or otherwise.</p> <p>ii. Without prejudice to the applicability of indemnity/compensation in the event of breach relating to Use of Service Clause, neither party will be liable for direct damages in excess of what has been paid by the Customer within the twelve-month period immediately prior to the event of claim.</p> <p>Use of Service Clause: Customer shall use the Innove facilities and/or Innove services provided only for the purpose herein stated and shall not use the same to conduct any service such as callback, unauthorized audiotex, International Simple Resale (ISR), and other analogous services which are prohibited in the Philippines, or which operation or service constitutes a bypass defrauding Innove and/or its interconnect partners of the rightful access/termination charges due them</p> <p>d. Is there a lead time for the upgrade to 1Gbps?</p> | <p>One (1) week from email request.</p> |
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