

Sr.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank Remarks
1	6	Invitation to the Tender	Invitation to the Tender	Request if Consortium can also bid and offer Mumbai Mahape Datacenter location	RFP Clause is self explanatory.
2	12	4.1 Purpose	The Bank currently has existing DC located in Kharadi, Pune. Bank wants to co-host this DC facility within Pune. The current Near Site is co-hosted in Kharadi, Pune. Bank wants to relocate this NDR/NS in a facility within Pune.	Kindly clarify the location DC and Near DC . Does Bank wants SP to co locate DC and relocate near DC in Same premises/DC or does bank wants not to DC and Near Dc in same building.	Bank's current DC is hosted in Bank's premises. Near DC is co hosted in a different premise. Bank wants to co host it's current DC and relocated it's Near Site. DC and NDR should be at different premises. Please refer RFP for the requirements
3	12	4.2 Project Scope	An exclusive contiguous core data centre area of 1300 sq. ft. for DC and 300 sq. ft. for NDR with demarcation and exclusive access should be provided.	Will the bank bring their own rack OR this is in Service providers scope. In case of later, please confirm the Rack Sizes & count to be consider?. If bank is providing pl share the BOM	No Change in RFP
4	12	4.2 Project Scope	Hosting area should be excluding pillar area, PDUs, AHUs etc.,	In case, the server hall has a pillar within allocated space of 1300 Sq. Ft/ 300 Sq. Ft of Area as per building design; the same shall be excluded while calculating the demarcated Area. Request you to append the clause.	RFP Clause is self explanatory.
5	13	4.2 Project Scope	Bank will require seating space for at least 15 person at DC and at least 3 persons in NDR facility and to be augmented to the capacity of 20 at DC during the tenure of contract. However, the seating space at NDR will be billed as per usage. 5.1.5 Seating Space II. Service Provider shall factor approximate 30 sq. ft. work area per seat. In addition Service Provider shall provide adequate space for the movement within the enclosed seating area.	Seating space for 15 and 3 no's at respective location shall be provided. However additional 5 seating space at DC shall be reserved on bank request. In case, any other opportunity, Right of First Refusal (ROFR) shall be provided to bank OR since in enclosed seating space, extension of 5 No's seating space may be difficult within the same space; we suggest bank to take 20 no's seating space in day 1. Request bank to confirm the minimum occupied seating space for billing purpose.	No Change in RFP
6	13	4.2 Project Scope	SP shall also be responsible for extending all links from SP communication room to the server cage area allocated to the Bank.	Bank to confirm the following details: 1. No of Ethernet Cross Connect and respective bandwidth Details 2. Details of number of Fibre Cross Connect	Please refer RFP for the requirement. Bidder will, solely, be responsible for end-to-end cabling between communication room and co- hosted area.
7	13	4.3 Project Timelines	3 Site completely ready for inspection & Acceptance testing. 4 weeks from date of issuing the purchase order to the SP	Access Control, Cage preparation etc takes minimum 6 week of timelines. Request you to consider the ready for service (RFS) timelines of 6-8 Weeks post purchase order & Signing of COF. Request you to amend the timelines.	No Change in RFP

8	14	5.1 Data Center co-hosting & Near Site relocation requirements	LAN Cabling will be completed by the bank.	Supply lying, installation & commission of LAN Cabling shall be carried out by Bank. Request you to reconfirm the same.	RFP Clause is self explanatory.
9	15	5.1.1	XVI. A separate meter should be installed to evaluate the power consumption for Bank's equipment hosted at the DC/NDR site. Bank/ or its designated agency will have the right to audit the Co-hosting facility including the power meter for consumption.	As infrastructure is common; not customers are ok to get data through Branch circuit Monitoring System(BCMS). Providing dedicated meter is not feasible. Power metering will be done as required by the bank. Request you to consider the same.	No Change in RFP
10	16	5.1.2 Server Room Area	I. The Server room proposed by the bidder to co-host Bank's IT infrastructure should be at least Tier III standard (Uptime/TIA 942).	Data Centre which follow TIA 942 standards cannot provide the Tier-III certificate which is a nomenclature of Uptime institute etc whereas TIA uses "Rated-3" for the of Data Centre Certification. We offer TIA 942 rated-3 Certification. Request you to consider the same	RFP Clause is self explanatory.
11	16	5.1.2 Server Room Area	IV. The bidder shall provide a storage area of 50 Sq. Ft. (5x10 Feet) in Bank's DC for storage/safe keep of spare servers/routers/devices.	The Storage area of 50 Sq. Ft. shall be provided in/ near the seating space area and Not DC hall area as per for best Operational practice. Also confirm if racks shelf or Cupboard would be provided by bank?	No Change in RFP
12	16	5.1.2 - X	Service Provider has to ensure the same load from Day-1. Additional power, if required shall be made available by the Service Provider. Bank will pay only for consumed power and will not pay for rated power. The bidder should provide mechanism to measure rack wise power consumption. The bidder shall quote for the same in the "Annexure 10 Commercial Bill of Material".	As power would be charged on actual consumption basis. The power charges would be calculated using the below formula Power Charges (INR)= Total power consumption (KWH) x Power tariff (INR/KWH) x PUE x Number of hours (24 x 365)	PUE should not be taken in power charges. Bidder has to provide per unit rate in the Bill of Material. Rates quoted by the Bidder shall be used for calculation of power charges, however, payment will be done as per actual consumption.
13	17	5.1.2 Server Room Area 12.1 Annexure 1: Technical Requirements page 54	XII. The bidder shall provide adequate numbers of 32 amps industry standard sockets in single phase and adequate numbers of 64 amps industry standard sockets in three phase in Bank's rack space as per the layout. Availability of single phase & three phase power to support bank's equipment in the caged area.	Request you to confirm the no of Single phase 32 Amp Sockets and 63Amp Three Phase Socket. Considering the power density of the rack, 32Amp, 3 Phase socket is sufficient to cater the three phase rack requirement for cost optimization. Request you to amend the requirement.	No Change in RFP
14	17	5.1.2 Server Room Area	XIV. The Service Provider should ensure that minimum 5KVA of power is provided for each rack. The power requirement per rack may vary and the service provider needs to provision the	We assume that 5KVA mentioned is rated Power. If Yes; please confirm the % utilization to that of rated power to be considered as consumed power. Or As billing is done in kWhr consumption, request you to share the kW consumed power per	The circuit breaker should be designed as per maximum power of 16.2 KW and cables should be

15	17	5.1.2 Server Room Area	XVI. The bidder will be responsible for the extension of links from the bidder's telecommunication room to rack space area irrespective of whether the communication links are taken from the bidder. The bidder shall extend such links from their network communication room to the rack space provided to the Bank to host their DC/NDR infrastructure. Such cost should be included in the one-time charges table in the commercial sheet.	This clause clearly favours Telecom DC providers and puts pure DC provider at a disadvantage. There is an Annual recurring cost associated with Ethernet/ Fibre Cross Connect. Request you to consider the same and include the Cross connect ARC component to the commercials	No Change in RFP
16	17	5.1.2 Server Room Area	III. The Data Center/ Near Site SP should allow the termination of the links provided by the Bank appointed link service providers. If Telecom junction box / multiplexers of these link service providers are not available then the Co-Hosting service provider should allow the commissioning of the same. The DC/NDR SP shall also allow laying of cables and associated works in their premises.	The ISP shall be allowed based on the feasibility at MMR room. Request you to consider the same.	No Change in RFP
17	18	5.1.2 Server Room Area	V. A provision of additional 20 individual cross connects (10 fibre and 10 Gigabit Ethernet) per year from Mux room to server room needs to be done.	Not clear on Per Year requirement of cross connect between Mux room to Server Room. Is bidder expected to lay 10 fibre & 10 Gig Ethernet as On time activity or Every year there is similar cabling required? Please Confirm	RFP Clause is self explanatory.
18	18	5.1.4 BMS (Building Management Systems)	VII. There should be CCTV cameras (IP Cameras) with night vision with 12m range monitoring for surveillance of building entrance, exits and other critical areas where Bank's components are placed. Activities to be recorded and the archival should be kept for at least three months. Thereafter it should be provided to Bank on DVD/ kept in storage devices (External Hard Disk – USB)/storage vault.	The CCTV recordings shall be kept by default for 30 days. In case of 90 days additional 60 days shall be provided to bank on their own media storage. Request you to consider the same.	CCTV data should be available 24*7 and there should not be any blind spot. The activities recorded should be kept for a period of 3 months and should be shared on the media specified in the RFP, as and when asked for by the Bank.
19	19	5.1.5 Seating Space	Service Provider should provide a fire proof storage cabinet of approximate 6 ft. x 3 ft. with multiple shelves to keep documents.	Please specify do the SP need to provide the fire safe or bank will bring the same as written on page number 57 "The SP shall provide a separate space to accommodate Bank's Fire vault cabinet (2.5' width x 2.5' length x Height- 3.5') in the seating area" Please clarify the same	RFP Clause is self explanatory. Service provider has to provide fire proof storage cabinet.
20	19	5.1.5 Seating Space	One screen is required at DC for monitoring purpose. However billing for the seats at NDR will be done as per usage.	Please confirm the Screen size to be consider for the monitoring. We assume that the required HDMI/ VGA & Connecting Workstation cabling shall be carried out by Bank personnel. Please confirm.	Screen size should be 55" and it should be in dedicated space.
21	19	5.1.6 Civil Requirements	IV. False flooring tile made of Calcium silicate. V. Anti-static raised floor tiles with 30mm thickness (e.g. Calcium silicate)	Most commonly, Anti static laminated Steel Frame Cementous Filled flooring shall be used in Data Centre. Request you to consider the same.	nitin
22	20	5.1.7 Power Supply Requirements	III. Each power feed should come from the different phase.	It is recommended each rack should have power feed from different PDU of same phase sequence. Request you to consider the same.	No Change in RFP

23	20	5.1.7 Power Supply Requirements	X. The data and power conduits laid for Bank of Maharashtra Cage shall not be shared to any other customer.	Power infrastructure is shared across floor.	No Change in RFP
24	53	12.1 Annexure 1: Technical Requirements	The floor level of data centre should be one or more floor above ground floor	We request bank to remove this clause as modular designed DC's grow bottom's up. Instead we suggest bank to consider :Contour of the land where the DC is located. It should have a natural slope thereby preventing any water logging. Moreover building may also have plinth height of minimum 2 meter plus over surrounding area as an additional measure of safety. The DC site proposed should not have faced such challenge of this sprt in last 5 years.	No Change in RFP
25	53	12.1 Annexure 1: Technical Requirements	Diesel Tanks (for generators) - The data centre should have high capacity diesel tanks for ensuring 72 hour power backup with contracts for fuel supply on demand. Generators should be capable of providing power continuously if fuel tanks are refilled	Backup available is generally for 24 Hours with fuel refilling facility. DG sets are operation and can provide contiguous operations to keep DC live & running without breakdown. Request you to consider the same also considering the uptime of minimum commitment of 99.982% expected	No Change in RFP
26	53	12.1 Annexure 1: Technical Requirements	Proposed Data centre to maintain the PUE from 1.5 to 1.8	Data Centre PUE is also dependent upon factors like Load conditions/occupancy, weather conditions etc. The occupancy of data Centre is always dynamic. Request you to remove this clause.	No Change in RFP
27	53	Annexure 1: Technical Requirements	The proposed data center co-hosting infrastructure should be of Tier-III (or higher).	The Proposed DC should be Self certified or Certified as per TIA 942.	No change in RFP
28	53	Annexure 1: Technical Requirements	False flooring tile made of Calcium silicate	Request to accept Metal and Cementitious False flooring.	No change in RFP
29	53	Annexure 1: Technical Requirements	Diesel Tanks (for generators) - The data center should have high capacity diesel tanks for ensuring 72 hour power backup with contracts for fuel supply on demand. Generators should be capable of providing power continuously if fuel tanks are refilled	As Rated 3 and Tier III backup of 12 hours is required.	No change in RFP
30	54	12.1 Annexure 1: Technical	The Bidder should have the following Certifications / compliance document and	NFPA 70 & 75 / any equivalent is guidelines and there is no specific Certification. Self certification complying to the norms shall be submitted.	No Change in RFP
31	54	12.1 Annexure 1: Technical Requirements	Gate passes to enter SP's premises for Bank's representatives- free of any cost.	Please specify the number of gate passes per site is required beyond 15-20	Requirement will be provided to the successful bidder
32	56	12.1 Annexure 1: Technical Requirements	Redundant CRAC units to facilitate high density cooling needs	Please specify what is the maximum Rack power density that can go. Please specify the No of high density Racks.	No Change in RFP
33	57	12.1 Annexure 1: Technical Requirements	The SP shall provide a separate space to accommodate Bank's Fire vault cabinet (2.5' width x 2.5' length x Height- 3.5') in the seating area.	The Storage area shall be provided in/ near the seating space area and Not DC hall area as per for best Operational practice.	No Change in RFP

34	62	Eligibility criteria	The bidder should have a positive net worth in the last two financial years in India out of the following financial years. 2016-17, 2017-18 and 2018-19 Net worth is to be calculated as follows: Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) – (Accumulated balance of loss + Balance of deferred revenue expenditure + Other intangible assets).	For business and mission critical services like private cloud/ Data centre colocation services; it is important that customer hands over their infra to a bidder with strong financials and business continuity. This should be kept in mind and net profit in at least 2 of the 2016-17, 2017-18 and 2018-19 years should be considered for DC part.	No Change in RFP
35	62	12.5 Annexure 5: Eligibility Criteria Compliance	The bidder should be a Government Organization/ PSU/ or a Limited Company / Private Limited Company under companies Act, 1956 India or later	Please allow Consortium.	No change in RFP
36	65	12.7 Annexure 7: Service Level Agreement SERVICE LEVEL DEFINITIONS for Data centre facility	9. Typical Resolution time will be applicable only if any equipment or Infrastructure is down.	The 10 mins mentioned should be response time and 60 mins as resolution time. Request you to consider the same. The time line shall be applicable only if one of the power source is not available to the Rack	No Change in RFP
37	68	Availability Service Level Default	Penalty Calculation	Request more clarity on the calculations based on Monthly basis.	No change in RFP
38	74	12.11 Annexure 11: Compliance Statement for Reverse Auction	Reverse Auction	Request you to exclude reverse Auction from the bidding process	No Change in RFP
39	40 , 9.7 point	The EMD will be refunded 1. The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) (issued by a scheduled commercial Bank other	We request to accept PBG for 10% value of AOV for the period of 12 Months, with renewal every year.	We request to accept PBG for 10% value of AOV for the period of 12 Months, with renewal every year.	No change in RFP

40	Clause to be added	Annex 10. Recurring charges at DC and NDR	What is the extend of front loading that is permissible. Can the bidder front load 70% of charges in first 2 years OR L1 would be on NPV basis like any other PSU/BFSI RFP	Please clarify	No Change in RFP
41	Commercial bid format is not shared in the RFP, please share the same.				will be uploaded in the website
42	38	9.5 Terms of Reference	Limitation of Liability	We recommend the below mentioned clause as; NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. FOR ANY LIABILITY NOT EXCLUDED BY THE FOREGOING , VENDOR SHALL IN NO EVENT BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF MRC COLLECTED BY VENDOR PURSUANT TO THE APPLICABLE COF GIVING RISE TO THE LIABILITY.	No change in RFP
43	38	Terms of Reference 9.6	Indemnity	Please let us know, if this clause can be amended to remove "IPR", as there is no intellectual property developed or created in our scope of service.	No change in RFP
44	38	Terms of Reference 9.6	Indemnity	Please let us know, if this clause can be amended to remove "loss of data" as In data centre services we do not process or require your information Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or wilful misconduct. Customer shall also indemnify, defend and hold Supplier harmless from any and all claims (including claims by any Governmental Authority seeking to impose penal or criminal sanctions) (i) relating to Customer's or its End Users' use of the Services;	No change in RFP

45	43	Terms of Reference 9.13	Confidentiality	Request to Bank of Maharashtra to consider the following modification; This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. <u>Deliberate</u> Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder <u>after giving reasonable opportunity of being heard to the Vendor/Bidder.</u>	No change in RFP
46	45	9.15 Terms of Reference	Resolution of Dispute	Request to Bank of Maharashtra to consider the following modification; All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai Pune .	No change in RFP
47	46	9.17 Terms of Reference	Governing Law & Jurisdiction	Request to Bank of Maharashtra to consider the following modification; This tender document shall be governed and construed in accordance with the laws of India. The courts of Mumbai Pune alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this tender document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.	No change in RFP

48	50	9.25 Terms of Reference	Termination.	<p>Request to Bank of Maharashtra to consider the following modification; The Parties Bank shall be entitled to terminate the agreement with the bidder other Party at any time by giving ninety (90) days prior written notice to the bidder.</p> <p>6Additional Termination or Suspension by Supplier. Supplier shall have the right to immediately terminate or suspend this Agreement or any COF(s) (as applicable), and discontinue or suspend the delivery of the affected Services (without liability) in the event that:</p> <p>(a) Bank fails to make a payment when due and Bank fails to cure such breach within fifteen (15) days after receipt of written notice from Supplier; or</p> <p>(b) Bank has violated any law, rule, regulation of any Governmental Authority related to the Services or Bank's use thereof; or</p> <p>(c) Bank has engaged in conduct that has caused or may cause (in Supplier's sole reasonable judgment) damage to the Facilities, Supplier network or third parties; or</p> <p>(d) Supplier receives any direction, notification or instruction from any Governmental</p>	No change in RFP
49	50	9.25 Terms of Reference	Termination	<p>Request to Bank of Maharashtra to consider the following modification; The Bank Parties shall be entitled to terminate the agreement at any time by giving notice if:</p> <p>a. The bidder Either Party breaches its obligations under the tender document or the subsequent</p> <p>b. agreement and if the breach is not cured within 30 days from the date of notice.</p> <p>b. The bidder Either Party,</p> <p>i. has a winding up order made against it; or</p> <p>ii. has a receiver appointed over all or substantial assets; or</p> <p>iii. is or becomes unable to pay its debts as they become due; or</p> <p>iv. enters into any arrangement or composition with or for the benefit of its creditors; or</p> <p>v. passes a resolution for its voluntary winding up or dissolution or if it is dissolved.</p> <p>3. The bidder shall have right to terminate only in the event of winding up of the Bank.</p>	No change in RFP
50	35	8.2.1.49	Aadhar ACT	The bidder will comply to this act to the extent it is applicable to the Bidder and to the Services rendered to the Bank.	No change in RFP
51	35	8.2.1.50	ISMS Framework	Please share ISMS Framework, policies and procedures	No change in RFP

52		New clause to be added		3.4 Misuse of the Services. Customer is prohibited from marketing and/or re-branding the Services purchased by it as its own product and services or to resell the Services to third parties without specific prior written permission of the Supplier. Customer shall not use the Services nor allow the Services to be used to transmit, distribute or store contents or messages (including e-mail messages) which are illegal, potentially harmful (including but not limited to viruses, worms, password-cracking programs or Trojan horses); or fraudulent or misleading (including but not limited to false, deceptive, or misleading statements, claims, or representations), as determined by Supplier in Supplier's sole reasonable discretion, or to transmit or distribute unsolicited e-mail messages where such e-mail messages could reasonably be expected to provoke complaints (SPAM). Supplier may, at Supplier's option, suspend or terminate the Services in the event that Customer or End Users do not comply with this Section 3.4. Customer acknowledges and agrees that Supplier does not monitor and will have no liability or responsibility for the content of any communications transmitted via the Services.	No change in RFP
53	42	CLause 9.12 for LD and Penalty to be reviewed by Sales team and should confirm acceptance.	LIQUIDATED DAMAGES	Bank to share detailed exceptance criteria.	No change in RFP
54	43	9.13(d)	Confidentiality	The confidentiality obligations cannot survive for perpetual time period. Request it to limit it to 2 years post expiry or early termination.	No change in RFP
55	45	9.14	Force Majeure	Suggest to include the following in FM definition considering the specific nature of the business of the Bidder - "any act of war, act of God or nature, earthquake, hurricanes, tornados, flood, fire or other similar casualty, embargo, riot, terrorism, sabotage, strike or labor difficulty, governmental act, law or regulatory body (including without limitation, the delay or absence of grant of Bankenses, permits or approvals), , insurrections, terrorism, epidemic, quarantine, inability to procure materials or transportation facilities, failure of power, court order, condemnation, failure of the Internet, failure of a supplier or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party"	No change in RFP
56	46	9.18	Exit option and contract re-negotiation	Need clarity and to be discussed.	No change in RFP
57	48	9.19	Intellectual Property Rights	We request modification to capture the below essence - Each Party shall remain owner of its respective IP. Ownership of any and all intellectual property rights in any Equipment, software, operating manuals and associated documentation, made available as part of any Service or otherwise generated by or for Bidder in connection with this Agreement, shall remain the property of Bidder or its Bankensors	No change in RFP

58	50	9.24	Visitorial Rights	The bank is allowed to visit Bank's Setup without notice, however for shared infrastruvture visit, bank should seek prior permission.	No change in RFP
59		Clause 7.1 of the Integreity Pact		The prices offered are based on various parameters. The cost is bundled are consists of various parameters. Therefore request to delete this clause.	No change in RFP
60		New Clause to be added	Request the warranty provisions to be mutual and specific to the Services.	<p>Bank represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority during each Service Term, to install and use the Services as contemplated hereunder; (ii) the performance of Bank's obligations under this Agreement and use of Services will not violate any appBankable law, rule or regulation or any appBankable manufacturers' specifications or unreasonably interfere with Supplier's or its other Banks' use of the Services or network; (iii) Bank is authorized and has completed all required corporate actions necessary to execute this Agreement and all COF(s); and (iv) Bank shall not carry out any act or omission that results in Supplier breaching any law, rule or regulation.</p> <p>EXCEPT FOR WARRANTIES EXPRESSLY MADE HEREIN, STT MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.</p>	No change in RFP