

Sno	Page	Para	Tender Document –Clause/Query	Bank's Reply
1	3	4	EMD is Rs. 1,00,00/- 3.13(b) /page 9 - EMD is Rs. 10,00,00/- <b>Please clear the exact amount of EMD</b>	EMD of Rs.10,00,000/- And as para 3.13(a).2 on page 10,EMD should be valid for a period of 180 days.
2	58	Annexure 5.12 (Sr. No 2)	As we are a regional SI & would like to quote only for Jaipur 1 & 2 region, We request you to kindly amend this as: - The bidder should have a minimum average turnover of Rs. 2.0 crores towards sales of IT Hardware & Maintenance Services during last three financial years and also has successfully completed at least one AMC project of min. Rs. 25 Lacs for any Govt. / PSU / Corporate Clients.	Please refer RFP
3			Minimum Capping for Price Bid need to freeze @5%	Please refer RFP
4	9	3.9.2	Price exclusive of all taxes	Please refer para 3.9.2 of page 9 and 4.21.1 of page 23
5	39	2.2	Rat Spoil & Burn Case will not be cover under AMC if any than it will be done on chargeable basis	For the reasons attributable to the Bank
6	39 & 40	2.3	All DMP/Passbook Printer Head will be on repair/replace on chargeable basis	Please refer RFP
7	43	7.b.10	Fuser Assembly will not be cover under AMC if branches are not using genuine cartridge for laserjet printer	Please refer RFP
8	39	2.2	Physical Damage/ Liquid Damage of TFT will be cover on chargeable basis	For the reasons attributable to the Bank
9			In laptop battery and physically damaged will not cover under amc.	Please refer RFP
10			We will take first inventory if any hardware down then faulty hardware ot part replaced on chargeable basis.	Please refer RFP

11			<p>If any fault accrued due to below issues than the same will cover under AMC or Not:-</p> <ol style="list-style-type: none"> <li>1. Earthing Issue- if any damage happen due to high earthing.</li> <li>2. Brunt due to High voltage</li> <li>3. Damage of Plastic parts/ outer body of m/c.</li> <li>4. LCD Panels Damage</li> <li>5. Rat Infected Cases.</li> <li>6. LAN Cable Damages cases.</li> </ol>	On chargeable basis for the reasons attributable to the Bank.
12	6	3.1.1	Requesting to factor appropriate costs	Already provision in RFP 20% of L1 rate
13	6	3.2.3	Relaxation Request as HCL Services is not a Profit Making Company	Please refer RFP
14	9	3.13 b	Relaxation Request on EMD	Please refer RFP
15	6	3.9.4	The price remains the same throughout. It cannot be re-negotiated in between	Please refer RFP
16	9	3.12.2	Request to allow Deviation	Please refer RFP
17	11	3.13.7	Request to allow Deviation	Please refer RFP
18	13	3.21.2	Request to allow Deviation	Please refer RFP
19	11	3.14.1	proposal and the terms and conditions mentioned here are valid for <60 DAYS> from date of proposal unless extended in writing by HCL. HCL shall not be liable for any cost, expense or responsible in any manner in case HCL chooses not to extend the bid validity. In case Proposal is agreed by both parties prior to expiry of Proposal Validity as per HCL proposal and this agreement is signed off then this clause Proposal Validity shall no longer be operative.	Please refer RFP
20	16	3.28	Relaxation Request on BG	Please refer RFP
21	17	3.30.19	consumable need to exclude from the scope of AMC like Print head, Fuser assembly, cables, Teflon/pressure Roller media, adaptors, Laptop Keypad	Please refer RFP
22	20	4.7.2	The payment shall be Quarterly in advance within 15 days of submission of invoice.	Please refer RFP
23	20	4.12.1	The Agreement shall be valid only up to the Service period as specified in the contract, unless terminated earlier by either party on giving notice in writing to the other, provided either party gives a notice of 90 days	Please refer RFP
24	22	4.15	The Agreement shall be valid only up to the Service period as specified in the contract, unless terminated earlier by either party on giving notice in writing to the other, provided either party gives a notice of 90 days	Please refer RFP
25	24	4.23	The aggregate maximum liquidated damages, penalty and risk purchase in any quarter shall not exceed 5% of the quarterly billing of the defaulted	Please refer RFP

			component/service	
26	24	4.24	Notwithstanding anything else contained in this Agreement, (a) HCL shall not be liable to the Customer for loss of profits, contracts, data, or any other indirect or consequential loss or damages whether arising from negligence or breach under contract or tort; (b) maximum aggregate liability of the Service Provider under the contract shall not exceed ten per cent of total fee paid or payable under the relevant SOW(s) during the relevant year.	Please refer RFP
27	75	15 i	Financial information and books of accounts to be out of scope of audit	Please refer RFP
28	N/A	N/A	Minimum AMC Price needs to be freeze up to 5%	Please refer RFP
29	N/A	N/A	Rat Spoil, Burnt, Physical Damage Case will be on chargeable basis, TFT Liquid Damage Case will also on chargeable basis	Please refer Clarification at Sr. No11

S. No.	RFP Clause No.	Rule Clause	Query	Bank's Reply
30	3.1, 3.1.1. and 3.1.2 page no 6	Broad Scope of Work	We request that the words 'includes' and 'including' to be replaced with comprises of and/or comprising, as may be appropriate.	Please refer RFP
31	3.13(a).5 (d) page no 10	The EMD may be forfeited:	The Bidder understands that the Bank will execute a mutually agreed contract upon down-selection with the Bidder. The Bank shall not forfeit the EMD due to the inability of the parties to reach consensus on the terms and conditions.	Please refer RFP
		d) in the case of a successful Bidder, if the Bidder fails		
		(i) to sign the Contract;		

32	3.13(b).5	<p>The Security Deposit may be forfeited:</p> <p>a) In case the Vendor fails to participate in tenders floated by SBI Jaipur Circle in the duration of empanelment.</p> <p>b) Any other misconduct by the bidder like misrepresentation of facts at the time of empanelment</p> <p>c) Misuse of fact that the bidder is empaneled with SBI.</p>	<p>We request that one of these i.e. either the Security Deposit or PBG be required to be submitted by the Bidder as against both as required currently under the RFP.</p>	Please refer RFP
33	3.28 page no16	Performance Bank Guarantee	<p>We request that the PBG be invoked only upon termination of the agreement due to Bidder's failure to rectify the material breach of the Agreement within 60 days of receipt of written notice mentioning the material breach that is required to be cured.</p> <p>The PBG shall be valid only for the period of the Contract. The PBG will be issued within 21 days of execution of the written agreement.</p>	Please refer RFP
34	3.27.2 page No 15	The notification of award will constitute the formation of the Contract.	We request that the contract is formed upon the parties signing of the mutually agreed contract.	Please refer RFP
35		The successful bidder shall be required to enter into a contract/SLA with the Bank, within 15 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, PBG, agreement, actual inventory of the Clusters awarded and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.	The Bidder proposes that the period of 15 days is not to include the period spent by the parties in good faith for the negotiation of the terms and conditions of the Contract. In the alternate, this period is to be extended to 30 days.	Please refer RFP
36	3.29.1 page no 16	In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and	We request execution of a formal contract in line with the understanding listed above.	Please refer RFP

		the successful Bidder.		
37	4.5 page no 19	Patent Rights/ Intellectual Property Rights	Bidder proposes to defend and settle third party claims of HP branded products and services violating third party IPR. Where Bank is required by a regulator to make comment/representation, Bank will promptly bring the same to Bidder's notice and Bidder will either respond to such request or obtain protective order against such requirement as appropriate.	Please refer RFP
38	4.22.4 page no 24	The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.	Bidder does not provide any other indemnities.	Please refer RFP
39	4.7.2 page no 20	Payment of AMC will be made quarterly in arrear within 30 days after the receipt of Invoice after the deduction of penalty charges, if any, imposed by the Bank.[As per the 4.(i) of Annexure 5.3]	We request that payment to the Bidder be made within thirty (30) days from the date of invoice.	Please refer RFP
40	4.12 page no 20	Termination for Default	We request for a consolidated clause in place of Cl.4.12 and 4.28, as follows:	Please refer RFP

			A party may terminate the contract upon written notice of 30 days if the other party commits a material breach of the agreement and fails to cure such breach within 30 working days of receipt of a written notice for cure from the other party mentioning the material breach that is required to be cured. In case of order cancellation/termination, no amounts will be refunded/ returned to the bank.	
	4.28 page no 26	Cancellation of Contract	Upon termination, bank shall be liable to pay for the unrecovered payment for the equipment and services delivered upto the date of cancellation and all products and services delivered till the effective date of termination.	Please refer RFP
			HP proposes deletion of the re-procurement clause from Cl.4.12	
			There shall be no termination for convenience as per Cl. 4.12.1 (e) and 4.15.	
41	4.25 page no 25	Powers to Vary or Omit Work	Please clarify how the change in quantity is expected to work. Usually in the RFP's there is a limit to which the quantities may be altered. The price offered by any bidder always take into account the scale unless it's a rate contract.	Indicative Quantities and replacement value of the items are provided to quote the AMC rate in %.
42	4.27 page no 25	Inspection, Quality Control and Audit	Any audit conducted by the Bank shall be conducted only for regulatory compliances only once in a year subject to a prior notice and confidentiality of the process.	Please refer RFP
			The third party auditor shall not be a competitor of HP.	
43		NEW CLAUSE	Eligibility. Bidder's service, support and warranty commitments do not cover claims resulting from:	Please refer RFP
			1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Statement of Work;	
			2. Modifications or improper system maintenance or calibration not performed by or authorized by Bidder;	
			3. failure or functional limitations of any non-HP software or product impacting systems receiving Bidder support or service;	

			<p>4. malware (e.g. virus, worm, etc.) not introduced by Bidder; or</p> <p>5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Bank, or other causes beyond Bidder's control.</p>	
44	3.2 page no 6	This is an open Tender. Any vendor fulfilling the eligibility criteria can participate for empanelment and subsequent award of AMC of Clusters. Vendors offering Franchisee/sister/partner concern arrangement cannot participate.	Whether the consortium falls under this mention creation .	<p>Please refer RFP.</p> <p>Consortium Not allowed</p>
45	annexure 5.3 Clause no 7F Penalty	Penalty clause	we pray for reducing the penalty capping @ 5 % to 10 % of the AMC contract value considering the security deposit & PBG is also applicable for complete duration of the contract .	Please refer RFP
46	Annexure 5.12 / S. No 2 & 4	eligibility criteria	Prayer : average turnover limit of minimum 5 Cr must be raise to appropriately higher along with minimum experience of 3 years to incourage the participation of quality services provider only .present criteria may lead to very small time vendors in the business who are offering the services without understanding the gravity & nature of services & the importance of business critical & customer oriented environments .	Please refer RFP

S.No .	Page No. and Clause of RFP	Query	Bank's Reply
47	Page No. 58 , Sr.No. 2 of Eligibility Criteria of Annexure 5.12	In the clause average turn over of min 5 crore is asked during last 3 years. We as a company having average turnover of 4.11 Cr in the last 3 Years . we would bring to your kind notice with the booking in hand we expect to do more than 10 Cr in the current financial year.Since this empanelment would be valid for next 5 years , we would request to kindly ammend the clause as either Average turnover of 4 Cr for the last 3 Years or Average Turnover of 6 Cr in the last 2 Years . We , as a company grown about 14 times in the last 3 financial year( 2014-15 is 66L , & 2016-17 is 8.58 Cr) as well we are predominately maintaining the hardware of computers and peripherals in the banking sector , about 2500+ branches we are maintaining across the country , and in alone Rajasthan 400+ banking branches .we are maitaining. Hence request to consider the ammendment.	Please refer RFP
48	Page No. 60 , Sr.No. 3 of Vender Evalution Matrix of Annexure 5.13	Our query is that since scoring is calculated on average annual turnover for previous two financial years while in eligibility creteria the average turnover is asked for last 3 years...Our request is that modify the eligibility creteria as "the average min turnover of last 2 years" will help more new venders to participate there by to have more competetive bid .	Please refer RFP
49	Page No. 60 , Sr.No. 7 of Vender Evalution Matrix of Annexure 5.13	We understand the bank is looking for payment receipts from the vendor , we bring to your kind notice that since the most of the payments are thru NEFTs / RTGS the customer acknowldged payemnt receipts are not avilable , however the certificate from CA can be arranged to get the value of the AMC Payments collected in the last financialy year	Please refer RFP
50	Page No. 60 , Sr.No. 8 of Vender Evalution Matrix of Annexure 5.13	Since the least(L3) bidder would get about 1 cluster for maitenance we would request bank to insist the vendor to enclose the AMC Pos only from Banking Sector with minimum of 70 Branches or with minimum of 300 PCs in other than Banking Sector .	Please refer RFP



51	Page No.6 , 3.2	We would request bank to consider the empanelment validity of 5 Years . There is always a possibility all the empanelled vendors may not get the amc contract if they don't qualify commercially , in such case the vendor performance can't be evaluated by the bank. Also the empanelment has to be done yearly basis , there by allow the new bidders to participate. Also we would request bank to do the empanelment for all the vendors including existing , as with it may be possible that all the existing vendors may not be making profits or making the necessary turnover .	Please refer RFP
52	Page No.9 (EMD) - 3.13(b)	Sir the EMD of Rs.10 L is very high , as the bidders also need to submit the SD if they get the order . Also as you know in the Government tender the EMD is typically asked in the range of 2 to 5 % of the estimated order values , hence we would request to reduce the EMD Value	Both EMD and Security Deposit to submitted as per RFP while submitting the BID document.

Sl. No.	Pg.No	Clause No.	Deviations	Bank's Reply
53	6	3.2.2-AMC support through franchisee will not be accepted	Request for Deletion	Please refer RFP
54	16	3.29.1-In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.	The SBI has a standard MSA signed with Wipro in 2016. The terms of that MSA shall govern this RFP	No, Please refer RFP
55	16	3.30.2-The selected Bidder should undertake, during the period of contract, if required by the Bank, to continue to provide maintenance services to the equipments, if relocated/ shifted to other Site/Location.	This shall be subject to additional cost, if any.	Please refer RFP
56	17	3.30.9-Annual Maintenance Contract in respect of hardware under warranty period or under AMC will take effect immediately after the expiry of the warranty period/AMC.	Will there be a separate AMC contract? Please clarify the intent behind this clause	No, Please refer RFP

57	17	3.30.6-Team of engineers per cluster : Minimum one Service Engineer will be provided per 200 machines (Servers/laptops/PCs/Printers) for the Project AMC SBI. Location of stationing of engineers will be decided in consultation with concerned Administrative Office/RBO/CM IT. Requirement of resident Engineers given in Annexure 5.17 is minimum and may increase as per actual requirement of the cluster	we request you to kindly factor the resources on the basis of branches.	Please refer RFP
58	17	3.30.19-All the spares of various Printers/Laptops, except cartridges, ribbons and battery in case of laptops, will form an integral part of Annual Maintenance Contract .	Request for Deletion	Please refer RFP
59	18	4.1.17-In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause /provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.	Interpretation should be on mutual discussion	Please refer RFP
60	20	4.5-The supplier shall grant the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software provided by the supplier, including all inventions, designs and marks embodied therein perpetually.	The supplier shall grant the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software provided by the supplier, including all inventions, designs and marks embodied therein perpetually, <b>subject to all third party license terms.</b>	Please refer RFP
61	20	4.8.1-Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.	<b>Reques For Modification:</b> Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, <del>including</del> <b>excluding due to exchange rate fluctuations,</b> changes in taxes, duties, levies, charges, etc.	Please refer RFP

62		4.1-Subcontracting is not allowed.	Request to delete	Please refer RFP
63	20	4.12-In the event SBI terminates the Contract in whole or in part, SBI may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the Vendor shall be liable to Bank for any excess costs for such similar systems or services.	<b>Request For Addition:</b> Any excess cost due to Risk Purchase that will be recovered from Wipro due to any such reason shall not exceed by more than 3% of the price / rates quoted.	Please refer RFP
64	20	4.12.2-If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.	This seems arbitrary. Request to delete	Please refer RFP
65	20	4.12.6-(a) such rights and obligations as may have accrued on the date of termination or expiration;	such rights and obligations as may have accrued on the date of termination or expiration, <b>including right to receive payment for goods delivered, services rendered, unexpired AMC, unrecovered investments made by the bidder;</b>	Please refer RFP
66	22	4.15-Termination for Convenience: The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.	As stated on clause 4.12.1, termination for convenience must be with a 90 days' notice and Wipro must receive the following till effective date of termination: In any event of termination, the Bidder shall be paid for the following till the date of termination: 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 5. unrecovered investments shall be paid by customer as per termination schedule .	Please refer RFP

67	22	-	Please include: Service Provider may terminate the contract, in whole or in part, at any time if the Bank does not pay for the services rendered under the contract.	Please refer RFP
68	44		In the RFP rectification is expected in 4 hours for Printers/LT&DT/Servers is too steep. Standby would be required in every branch to maintain the ask. Hence requesting bank to relax it to 16 Working Hours.	Please refer RFP
69	46	-The total penalty leviable will be to the extent of 25% of the total AMC payments	<b>Request for Modification:</b> The total penalty leviable will be to the extent of <del>25-5%</del> of the total AMC payments	Please refer RFP
70	50	-This guarantee shall remain in force for a period of one year, provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.	This guarantee shall remain in force for a period of one year, provided that if so desired by the SBI, this guarantee shall be renewed for a <del>further period as may be indicated by them on the same terms and conditions as contained herein.</del>	Please refer RFP
71	20	4.18-The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Jaipur.	The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at <del>New Delhi Jaipur.</del>	Please refer RFP
72	24	4.22.7-If during the currency of the contract, any Statute, rules/Govt. Notification prohibit employment of Contract Labour for the services envisaged under this agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the contractor or his workmen/employees.	This will be a change of law condition. Service Provider must be paid till the effective date of end of contract.	Please refer RFP

73	26	4.27.5-Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.	Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract. <b>Such warranty terms will however be subject to the standard warranty policies of the OEMs</b>	Please refer RFP
74	36	Annexure 5.2.1-We confirm that all the terms & conditions mentioned in the RFP Document are acceptable to us specifically mentioned in the undernoted documents without adding any additional condition.	We confirm that all the terms & conditions mentioned in the RFP Document, <b>subject to the deviations provided by the service provider</b> are acceptable to us specifically mentioned in the undernoted documents <del>without adding any additional condition.</del>	Please refer RFP
75		Annexure 5.3-The rates of AMC called for shall remain in force up-to two year from the award of AMC to the vendor. However, the bank may on its discretion, extend/award fresh AMC for the third consecutive year also at the same rate with mutual consent of the vendor. The	This Agreement is for a term of 1 year as per contract format. The rates should also be valid for 1 year and for further extension should be with increment of min. 10% value.	Please refer RFP
76	40	Annexure 5.3-If any component of a System / Sub-system gives repeated / recurring problems, resulting in recurring failure of the System then it must be immediately replaced by the Vendor with new & genuine spare parts.	This should be provided at additional cost if the OEM charges extra. As long as it is covered within the warranty period this will be provided by the OEM	Please refer RFP
77	42	Annexure 5.3-The impact of any increase / decrease in taxes, duties or any other statutory levies shall be borne by the AMC Vendor on both sides of the change.	request deletion	Please refer RFP

78	46	Annexure 5.3-The vendor shall also guarantee that there shall not be more than three failures of critical components of the equipments in any calendar quarter at any site. In the event of more than three failures in these critical components, the vendor shall REPLACE the defective equipment with NEW compatible equipment, acceptable to the BANK immediately.	This will be subject to standard OEM warranty terms	Please refer RFP
	48	Annexure 5.3-On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.	Please delete	Please refer RFP
80	50	Annex 5.4.1-EMD and Security deposit	EMD and Security deposit must be returned once the PBG is issued	Please refer RFP
81	53	Annex 5.7-We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.	We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document, <b>read along with the deviations/suggestions suggested by us.</b>	Please refer RFP

82	75	Annex 5.18-Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider.	Request deletion. As for performance related breaches there are penalties and damages	Please refer RFP
83	76	Annex 5.18-The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise.	The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, <b>due to gross neglinence and wilfull misconduct</b> <del>deliberate or otherwise.</del>	Please refer RFP
84	78	Annex 5.18-In the event of failure of the Service Provider to render the Service, with out prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall be liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source	Any excess cost due to Risk Purchase that will be recovered from Wipro due to any such reason shall not exceed by more than 3% of the price / rates quoted.	Please refer RFP

85		<b>Termination</b>	<p>Either shall have the right to terminate this Agreement at any time, after giving 30 days notice, (i) in the event that the Other Party commits a material breach of the Agreement and fails to cure such default to Non-defaulting Party's reasonable satisfaction within fifteen (15) days; or (ii) if the Other becomes the subject of winding up, liquidation, administration, insolvency, receivership or similar insolvency event.</p> <p>Upon termination, all rights and benefits granted by this Agreement shall revert to the respective parties and Customer shall pay all amounts due to Wipro upto the effective date of termination</p>	Please refer RFP
86		<b>Warranty</b>	Customer acknowledges that Wipro does not provide any warranty in respect of the components replaced and the defective parts will be the property of Wipro Ltd.; The Customer represents and warrants that it has or will obtain or will arrange for all requisite approvals, consents, logon Credentials to carry on its business, and for Wipro to undertake and perform the Services.	Please refer RFP
87		<b>Intellectual Property</b>	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Wipro may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Wipro, and no rights shall be deemed to have accrued to the Customer.	Please refer RFP
88		<b>Customer Information</b>	Wipro may also share contract / engagement / project details and relevant documentation to its customers / prospective customers solely for the purpose of, and with the intent to, evidence and support its experience earned under this Agreement.	Please refer RFP



89		<b>Savings Clause</b>	Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro's non-performance is caused by the Customer's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement.	Please refer RFP
90		<b>Assignment / Discounting of Receivables</b>	Customer hereby agrees and provides consent to Wipro to have unhindered right to assign the receivables under this Contract to a financial or banking institution or any other institution / organization engaged in the business of funding. For avoidance of doubt, such assignment may include but is not limited to sale of receivables.	Please refer RFP
91		Page No.-58 , Clause No. 2 The bidder must have an average turnover of minimum Rs. 5 Crore in the hardware maintenance and support business during past three financial year(s).	We are seeking Amendment in this clause of Average turnover from Rs. 5 Crore to 4.5 Crore in hardware maintenance and support business during past three financial year(s).	Please refer RFP

<b>S. No.</b>	<b>Page No. and Clause No of RFP</b>	<b>Clause/Para</b>	<b>Clarification required.</b>	
92	Page No 10 Clause 3.13(a) & Page No 50	EMD BG Format, BG should in force for 1 year	Please clarify BG against EMD of Rs 10L should be valid for 180 days or 1year.	EMD of Rs 10 Lac valid for 180 days is acceptable[Please refer Para 3.13(a).2 on page 10 of RFP]
93	Page No 6 Clause 3.1.1	All networking equipments & Components at branches/office shall be part of AMC	Please clarify on patch cable & I/O Ports and cable These cannot be measure & cannot be quoted	Please refer RFP

94	Page No 6 Clause 3.2.2	AMC thru franchisee is not acceptable	<p>As an OEM organization, we have restriction in having field engineers on our own payroll. We request you to allow us to engage our Authorized Service Engineers to deliver services at site, however contract will be signed by us, and we will be solely responsible and accountable to abide by all terms and conditions, including submission of PBG and SLA adherence. Also would like to bring to your kind attention, ACER India has been selected as empanelled AMC vendor for your Mumbai LHO w.e.f 1st April 2017 to 31st March 2019(copy of empanelment enclosed.) We are also providing AMC services to various leading Govt/PSU/Banks/Corporate/Enterprise organizations with our existing service model, which may be considered for empanelment. Copies of such AMC work orders/PO are enclosed for your reference and consideration.</p> <p>We request you to accept our Service Delivery model where ACER India will be solely responsible for SLA adherence, BG submission including adherence of all other terms and conditions of contract.</p>	Please refer RFP
95	Page No 41 Clause XX	Fibre cable & Fibre switched is also part of AMC	Please clarify on this Fibre Cable maintenance	Please refer RFP
96	Page No 14 Clause 3.25	Splitting of work	What will number of maximum cluster given to one vendor	Mentioned in RFP , Please refer RFP