

## Answers to Pre-Bid Queries raised by the participant bidders

### 1. Queries raised by CAMS Repository Services Limited

Sr#	Ref	Assumption	Query	SBI Life's Response
1	Pg # 40	Proforma Agreement and SLA	Kindly share the copy of SLA & draft agreement	Already uploaded in the website
2	Pg # 18; point 1.10	Indemnity	this leads to agreeing on unlimited liability; being a public limited company with multiple shareholders, it will be challenging to accept unlimited liability. we request to cap the overall liability to 3 month's invoice value	We stand by original clause.
3	Pg # 10; point vi.	EVALUATION CRITERIA WILL BE IN LINE WITH SCOPE.. Should have its own integrated workflow system	is the workflow expected to be integrated with SBI Life system?	No
			also clarify if there will be a requirement to extend workflow access to SBI life teams	Yes

### 2. Queries raised by Datamatics

Sr. No.	Page No.	Section	Queries	SBI Life's Response
1	37	RFP	Whether SBI Life will provide encryption tool or Service Provider has to take care	DRM solution may be implemented.
2			Please provide Average Handling Time per case for End to End Activities	7 calender days
3			How the images will be shared with the Service Provider	SFTP
4			Please give us the volume for a month/year. Also the volume breakup as per: CKYC ID already generated CKYC ID to be generated Probable Match	F.Y. 2021-22 volume CKYC ID already generated - 1140908 CKYC ID freshly generated - 738552 Probable Match - around 2-3%

5			How many documents will be there in a particular case (including KYC and other policy document)	Customer photo and Either of KYC proof (Aadhaar / Offline Aadhaar certificate / Passport / Voter's ID / Driving Licence / NREGA Job card
6			What will be the daily frequency of volume inflow	Average daily issuance is 5000 out of which 45-50% CKYC can be found in bulk search.
7			How will the cases provided ie only KYC documents or the entire bunch of that particular case will be given to Service Provider	In case of CKYC for Individual, the details shall include customer's personal details in an excel file which are required to generate CKYC ID along with customer photo and any of KYC document mentioned above.  In case of CKYC for Legal Entity, the details shall include entity details in an excel along with set of documents which are expected to be selected by participant for upload. Remaining images may be purged. This is due to lack of naming of images in case of legal entities.
8			Will there be naming convention to the image to identify KYC document if the entire bunch is given	Yes, E.G. proposal number_photo.jpg, proposal number_passport.jpg, etc.
9			What will be the expected TAT and Quality for this activity	Expected TAT is 7 calendar days. Quality parameters shall be properly cropped images, complete images, masked Aadhaar wherever required, etc. Also there should not be any complaint from CERSAI about the incorrect document upload. Due diligence to be adhered by participant

### 3. Queries by IBM India Private Ltd.

Sr.No.	Page No.	Section	Clause	Query	SBI Life's Response
1	5	Section 2: Scope of Work	As per customers' metadata provided by SBI Life, the participant first shall do the bulk search on the basis of PAN and other parameters to find out if the customer already has a CKYC ID	Requesting SBI Life team to provide below stated information: - Where will this data be stored : SFTP, Database, etc. ? - Is there a desired time window to finish the processing ? - What are the Data Volumes / Customer Base (historical and incremental) ?	1) The details will be shared via SFTP 2) The TAT will be of 7 calendar days to generate CKYC activity, report to SBI Life and send communications. 3) F.Y. 2021-22 volume CKYC ID already generated - 1140908 CKYC ID freshly generated - 738552 Probable Match - around 2-3%

2	5	Section 2: Scope of Work	The available CKYC ID's shall be recorded separately and informed to SBI Life in a reverse report in a defined format through SFTP/other suitable means as per SBI Life's IT policy on a daily basis.	As per our understanding, this would be applicable for historical data, what about the incremental data?	The daily routine activity starts with Bulk Search. The already available CKYC ID need not be taken up for further processing. The participants are expected to report such cases separately. The customers who do not have CKYC IDs, should be taken up further for generation of CKYC IDs.
3	5	Section 2: Scope of Work	The customers who do not have CKYC ID as per bulk search report, shall be taken up for generation of CKYC ID. Such customers' KYC details shall be uploaded in CERSAI database.	Requesting SBI Life team to provide CERSAI DB details : Type (Oracle, DB2, SQL, etc.), Version, Config, etc.	There is a functionality of bulk search in CERSAI web portal. Please go through the process in CERSAI website.
4	6	Section 2: Scope of Work	For every customer, there should be clear images of customer's photo and KYC proof. For missing images in case of individual and in case of legal entities particularly, SBI Life shall provide additional images. In such scenarios, the participant shall pick up the necessary images out of pool of images and proceed further	Requesting SBI Life team to share the below details:  - Total no. of images to be processed - Total no. of documents to be processed - Total size of documents (historical as well as incremental) - YoY expected growth %	We expect participants to be well versed with the process of CKYC ID generation. We suggest to go through the available process documents on CERSAI website.
5	5	Section 2: Scope of Work	The participant shall do the quality check of these images and report discrepancies and missing images, if any.	Requesting SBI Life team to share the desired image quality check criteria	Images should be complete, clear and readable. For Aadhaar / voter's ID, both sides should be available containing address part.
6	6	Section 2: Scope of Work	All the related further processes such as noting reference numbers, CKYC numbers, probable matches and confirmed matches shall be handled by participants.	Requesting SBI Life team to confirm if there is any requirement around fuzzy de-dupe check, survivorship, etc. to create a golden record incase of multiple record for same customer is found ?	This is taken care of during bulk search in CERSAI application. There is no need to develop special logic for this.
7	6	Section 2: Scope of Work	The participant shall inform the customers through email and SMS as per CERSAI format about their CKYC 'upload' and 'updates'. The participant shall be equipped to send communication through sms/whatsapp and telegram (optional) also.	Do we have an integration with service provider or it shall be factored as part of overall proposal ?	API's are available which can be consumed by the Service Provider to send out emails and SMS's through our gateway.

8	7	Section 2: Scope of Work	Participants must have the capability to identify and exclude junk/non-functional email ids and provide a report of such junk emails.	Is there any standard logic available with SBI Life to identify junk emails or participants are open to use their business logic to identify the same ?	The participants are open to use their business logic to identify junk email ids.
9	7	Section 2: Scope of Work	Entire process of emailing, MIS and reprocessing, etc. should be automated with real-time disposition tracking/dashboard	What is the break up of users in to Administrator , Power Users , Static Report receivers	The participant can provide requisite access of dashboard to know the real time status of cases under process, downloading of reports to limited number of staff of SBI Life, which is not more than 2 or 3.
10	9	Section 4: Evaluation Criteria	Should have adequate technical capability and infrastructure to handle regular business volume and seasonal spikes as well. Degree of automation will be a significant criterion for evaluation.	What are the current data volumes with YoY growth and expected seasonal hikes ?	F.Y. 2021-22 volume CKYC ID already generated - 1140908 CKYC ID freshly generated - 738552 Probable Match - around 2-3%  We cannot predict YOY growth Since other financial institutions are also contributing to CKYC ID generations.
11	5	Section 2: Scope of Work	There should be a facility for providing real time dashboard, which should be made available to SBI Life	What is the assumption for frequency of source data update for real time reporting? Is the expectation to report directly on transaction data or staging area/marts for real time reporting?	The participant can provide requisite access of dashboard to know the real time status of cases under process, downloading of reports to limited number of staff of SBI Life, which is not more than 4-5 .
12	23	Chapter 6   BCP and DR	Complete Business Continuity Planning and Disaster Recovery to be provided, especially in case of pandemic lockdown exercised by government or any other such scenarios.	Please clarify if there are any specific SLA, RTO & RPO considerations that SBI life is looking at	There is no specific SLA. We expect minimum or no disruption of this activity. The recovery time should not exceed 48 hours in case of any unavoidable disruption.
13	23	Chapter 6   BCP and DR	Complete Business Continuity Planning and Disaster Recovery to be provided, especially in case of pandemic lockdown exercised by government or any other such scenarios.	BCP site could also be hosted on private data center , as long as application is portable across Cloud and on premises setup. Please confirm if this understanding is correct.	As it will be SBI Life premises and DR, connectivity has to be only maintained.

14	5	General Scope:	This shall be an offsite activity at Participant's premises or a SAAS solution.	Our understanding is that SBI life would prefer a solution that could be hosted and if required , in future , to be able to seamlessly move to any other Cloud as well as Private data center. Please confirm if this understanding is correct	SBI Life premises
15	5	General Scope:	This shall be an offsite activity at Participant's premises or a SAAS solution.	The participant could host the solution at their data center ( with cloud native solution and architecture ). Please let us know if this understanding is correct.	Currently Offsite activity for data massaging, image cropping, etc Upload in CERSAI will happen from SBILife.
16	6	CKYC upload	Once the data and images are ready in prescribed format, these details shall be uploaded in CERSAI database by the Participants in order to generate CKYC IDs. All the related further processes such as noting reference numbers, CKYC numbers, probable matches and confirmed matches shall be handled by participants. SBI Life shall be provided with detailed report containing SBI Life proposal number v/s CKYC numbers including reference number.	Please share the expected volumetrics around historical data and daily incremental data	F.Y. 2021-22 volume CKYC ID already generated - 1140908 CKYC ID freshly generated - 738552 Probable Match - around 2-3%  We cannot predict increments. There is no historic data.
17	5	General Scope:	This shall be an offsite activity at Participant's premises or a SAAS solution.	How many setups overall : Prod, DR and Non -production. If Non prod is also required, what could be the size for it ( as % of DC compute ile. 20% or 25% etc ). DR would be assumed to be of same size as prod.	SBI Life premises
18	5	General Scope:	This shall be an offsite activity at Participant's premises or a SAAS solution.	All the production setups should be configured for HA also. Please let us know if this understanding is correct.	SBI Life premises
19	5	Section 2: Scope of Work	This shall be an offsite activity at Participant's premises or a SAAS solution	If the participant takes care of all the Data Security requirment, in that case is it ok to host this solution outside India ?	SBI Life premises

#### 4. Queries by TSS Consultancy Pvt Ltd.

Sr.no	RFP Page No.	RFP Clause No	Original RFP clause	Query sought/ Suggestions of the Bidder	SBI Life's reply
1	5	2.1	This shall be an offsite activity at Participant's premises or a SAAS solution	<p>→ Will an on-premises solution be accepted where infra has to be provided by SBI and deployment will be done by Participant?</p> <p>→ <input type="checkbox"/> In case we offer participant premise, then can we generate batch and give to SBI Life to upload the records to CKYC as part of the activity.</p> <p>→ We have search and download API on SAAS which SBI Life can consume. Request the bank to consider this solution</p>	<p>This will not be a cloud server solution. It shall be a SAAS solution to be deployed on server at SBI Life's premises.</p> <p>Yes. Since credentials cannot be shared</p> <p>This is already available with SBILife. This RFP is only for post issuance CKYC generation activity.</p>
2	5	2.6	Participants should implement and adhere to CERSAI and IRDAI regulations and guidelines (issued from time to time) along with outsourcing policy of SBI Life.	Will the Aadhar images be provided in masked format or participant is expected to mask the Aadhar image if provided.	The Aadhaar images shall be masked. However there could be exceptions of unmasked images. We expect participant to mask such images without fail.
3	5	B Data massaging	The customers who do not have CKYC ID as per bulk search report, shall be taken up for generation of CKYC ID. Such customers' KYC details shall be uploaded in CERSAI database.	We have different method through which the data and images can be provided. Will SBI Life be comfortable to accept the format or there is a specific format in which the data will be provided for processing.	SBI Life can provide the customer's meta data in an excel format specified by participant. Images shall be provided as they are, which need to be converted into CERSAI acceptable format.

4	6	C. Image massaging	The participant should match the KYC proof number (e.g. Passport number, Voter's ID number, last four digits of Aadhaar, offline eKYC) provided in the metadata with the number appearing in the proof. In case of any mismatch, the KYC number should be corrected by reading number appearing in the images. In case of KYC number missing in the metadata, the participant should add it by reading the number of KYC proof. The necessary software tools such as OCR may be implemented.	Is OCR mandatory feature of good to have. If OCR is not available, can the same activity be conducted by user manually at participant's end.	Yes, participant can manage this part of activity manually.
5	6	D. CKYC Upload	Once the data and images are ready in prescribed format, these details shall be uploaded in CERSAI database by the Participants in order to generate CKYC IDs.	Can the participant generate the batch and provide to SBI Life for further uploading to CKYC	Since credentials cannot be shared, batches shall be by uploaded by SBI Life.
6	6	D. CKYC Upload	SBI Life shall be provided with detailed report containing SBI Life proposal number v/s CKYC numbers including reference number.	Is a report expected manually or SBI Life wish to have automated integration to consume the CKYC number?	We expect automated integration
7	6	F. Digital Communications	The participant shall be equipped to send communication through sms/whatsapp and telegram (optional) also. The participant should have requisite license from TRAI to send these communications.	We will generate email and sms packets and give to your participant for sending it to the end customers. Hence this certificate will not be available at our end. Please consider this integration	API's are available which can be consumed by the Service Provider to send out emails and SMS's through our gateway.
8	8	H. Software and hardware requirements	The digital signature certificates required to access CERSAI web portal shall be arranged by participant only with details of SBI Life designated employees as Institutional Admin, Regional and Branch admins.	These are confidential credentials as Wallet details and user management has to be handled. We propose that this should be handled by SBI Life Team. Please consider.	This shall be handled by SBI Life team.

9	9	Point xii of BASIC ELIGIBILITY CRITERIA FOR SCOPE	Complete adherence to all ISMS guidelines as mandated by SBI Life to ensure strict security and confidentiality in terms of data and information while operating from its facility.	Please help with the ISMS guidelines.	Please refer point number 16 on page number 33 of RFP document.
10		Others		Can we please get count of records for which the CKYC has to be done so that we can plan the resources	F.Y. 2021-22 volume CKYC ID already generated - 1140908 CKYC ID freshly generated - 738552 Probable Match - around 2-3%

#### 5. Queries by Adroit Corporate Services Pvt.Ltd.

Sr. No.	RFP Page No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	SBI Life's Response
1	Page no 5 General Scope Point No 2:1	This shall be an offsite activity at Participant's premises or a SAAS solution	Need a clarification regarding SAAS Solution will be deployed physical server/VM Server or cloud server	This will not be a cloud server solution. It shall be a solution to be deployed on server at SBI Life's premises. Hardening and security clearance will be done by SBI Life IST and only on clearance can the application go live.
2	Page no. 6	The necessary software tools such as OCR may be implemented.	Request SBILIFE to provide relaxation from OCR requirement as it not give more then 60-70% accuracy.	OCR shall help participant to minimize manual intervention and speed up the process. It is good to have OCR feature but not mandatory.
3	Page no. 6: Digital Communication:	The participant shall be equipped to send communication through sms/whatsapp and telegram (optional) also.	As per CERSAI guidelines they required communication through SMS and Email only. Kindly consider this requirement accordingly.	As per CERSAI, email and SMS are compulsory. Whatsapp /telegram are optional. SBI Life may advise participant to send the communication through whatsapp.



4	Page no. 6: Digital Communication:	The participant should have requisite license from TRAI to send these communications.	As per the revised TRAI guidelines, the companies who want to communicate with their customers will now have to register themselves with Telecom Operators for sending SMS. So, in this application regards we are handling this application on behalf of SBI Life. So, SBI Life has to do necessary registration process with TRAI.	SBI Life may share its gateway to send SMS. For emails, participant may send the communication using SBILife's domain.
5	Other queries	What is approx. expected volume on daily basis? This details required to identify required server sizing.	Need a clarification on it	F.Y. 2021-22 volume CKYC ID already generated - 1140908 CKYC ID freshly generated - 738552 Probable Match - around 2-3%
6	Other queries	Domain should be manage by participant or this is manage by SBI Life?	Need a clarification on it	SBI Life may share its gateway to send SMS. For emails, participant may send the communication using SBILife's domain.
7	Other queries	SBI life is fine with Any database or they looking any particular database only?	Need a clarification on it	Oracle / SQL
8	Other queries	FROM ERP application how SBI Life will provide policy data on daily basis? As this solution hosted in participant premise.	Need a clarification on it	Through SFTP
9	Other queries	How SBI life provide images on daily basis for respective policies	Need a clarification on it	Through SFTP
10	Performance Agreement Point no 7 TENURE OF EMPANELMENT	The period of empanelment of the Service Provider for the activities listed under Scope of Activities of this Agreement shall be for a period of 1 year starting from 16/04/2021 And valid up to 15/04/2022.	The tenure has been mentioned as 3 years in SLA and RFP whereas in performance agreement it is mentioned as 1 year. Need a clarification on it.	The tenure will be of 3 years. The dates will be informed separately. The agreement attached is a sample one.
11	Annexure II Commercial proposal format	One Time Cost for implementation of CKCY Solutions at offsite Premises	Request SBILIFE to consider it	We have considered this and format of commercial proposal has been changed accordingly.  It should be in our premise as it involves user ID password to work and we cannot share to third party.
12	Annexure II Commercial proposal format	Hardware Infrastructure Cost for CKYC Solutions	Request SBILIFE to consider it	This should be a part of one time implementation cost. Participants should quote the price accordingly.

				It will be SBILIFE VM servers
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#### 6. Queries by TATA Consultancy Services

Sl#	RFP Page No	Content of RFP required clarification(s)	Clarification sought	SBI Life's response
1	5	2.6. Participants should implement and adhere to CERSAI and IRDAI regulations and guidelines (issued from time to time) along with outsourcing policy of SBI Life.	The proposal is considered as per current guidelines/standards of CERSAI/statutory requirements. Any future requirements/developments/customisation/upgrades will be taken up under CR process. Kindly confirm our understanding.	We are okay with CR approach. The commercial proposal format has been amended accordingly.
2	6	B. Data massaging The customers who do not have CKYC ID as per bulk search report, shall be taken up for generation of CKYC ID. Such customers' KYC details shall be uploaded in CERSAI database. The participant shall work on the data provided by SBI Life and prepare pipe separated notepad files as per format prescribed by CERSAI for individuals and legal entities.	a) How meta data will be provided to the participant? b) Is the extraction of meta data from core system in the scope of SBI life and transforming the data into the prescribed format falls under the scope of the participant? c) If meta data is not available for some mandatory fields then how that should be handled?	a) Through SBI Life b) SBI Life shall push the data to SFTP c) Participant shall report such discrepant cases to SBI Life. The SBI Life team shall provide complete / corrected details.

3	6	c. Image Massaging : SBI Life shall provide the customers' photo and copies of KYC documents to participant in pdf / jpeg / tiff format. In case of legal entities, the relevant documents as per CERSAI instructions shall be provided. The participant shall do the quality check of these images and report discrepancies and missing images, if any. For every customer, there should be clear images of customer's photo and KYC proof	a)We understand SBI Life will share the extracted image against the unique customer ID and will share the same to the participant for processing. Is our understanding correct ? b)Is the extraction of image from core system is in the scope of SBI life and transforming the image into the prescribed format falls under the scope of the participant?	a) Yes b) Yes
4	7	F. Digital Communications  The participant shall inform the customers through email and SMS as per CERSAI format about their CKYC 'upload' and 'updates'. The participant shall be equipped to send communication through sms/whatsapp and telegram (optional) also. The participant should have requisite license from TRAI to send these communications	Would it be possible that SBI life can provide the SMS Gateway and Email to the participant? Else Would it be possible for SBI life to get the required TRAI approvals and other pre-requisites for getting the license from TRAI for settingup SMS gateway and the cost of SMS can be borne by the participant?	API's are available which can be consumed by the SI to send out emails and SMS's through our gateway.
5	8	iv. Email gateway should have configured for TLS communication with proper certificate.	Would it be possible that SBI life can provide the SMTP Server with the participant for integrating and send emails.	API's are available which can be consumed by the SI to send out emails and SMS's through our gateway.
6	9	The digital signature certificates required to access CERSAI web portal shall be arranged by participant only with details of SBI Life designated employees as Institutional Admin, Regional and Branch admins.	Will SBI Life procure the digital certificates and the service provide will only configure them in the application as the certificate to be procured in the name of SBI Life.? Kindly confirm	SBI Life shall arrange certificate
7	9	BASIC ELIGIBILITY CRITERIA FOR SCOPE -viii. Should be providing services of similar nature to any other BFSI/FIs, Life insurance company with minimum two references.	Participant would like to propose the references of onprem solution deployments as end to end outsourced model is not common. Please consider the request.	Currently the activity is being done through participant premises. Would prefer the same.

8	9	xii. Should have tie-ups with at least two service providers for Point to Point (P2P)/MPLS/Connectivity at their own facility. The participants should supply and connect to MPLS/P2P link of minimum 4 MBPS bandwidth for seamless transfer of data/images at all facilities. In case of single MPLS or P2P link, there should be backup of MPLS/P2P link with adequate bandwidth. Participants may also connect through VPN of similar specifications.	Participant would like to enquire about DC/DR locations of SBI Life ? Will SBILife arrange the connectivity between participants location and its DC/ DR locations or bidder has to arrange ?	MPLS connectivity
9	8	BASIC ELIGIBILITY CRITERIA -Participants should not be a group entity or related party of any Insurer, Corporate Agent or Broker.	The participant is a technology service provider company where as its group company has operations in Insurance Subsidiary hence request you to waive off this clause	As per RFP condition provided on page no 8 under eligibility criteria, Participant should not be a group entity or related party of any Insurer, Corporate Agent or Broker. Also, on page number 12, it is mentioned that any deviation, modification or conditional or multiple submissions may result in disqualification of the participants.
10	11	vi. Must give an undertaking that they or their group entity and related parties do not have any insurance intermediary license and that none of their Directors have any insurance agency. This is an essential prerequisite for considering the proposal of the participants. Further, the selected/empanelled participants or entity or related party or any of their directors should not obtain any insurance license either as a broker or an agent [individual or Corporate Agency] during the term of the agreement with SBI Life and for a period as stipulated in the SLA, subsequent to the termination of the contract with SBI Life.	The participant is a technology service provider company where as its group company has operations in Insurance Subsidiary hence request you to waive off this clause	As per RFP condition provided on page no 8 under eligibility criteria Participant should not be a group entity or related party of any Insurer, Corporate Agent or Broker. Also, on page number 12, it is mentioned that any deviation, modification or conditional or multiple submissions may result in disqualification of the participants.

11	12	<p>ii. The commercial proposal should only contain the charges / Cost for the proposed outsourced activity. The Commercial Proposal must contain charges/Costs, in the prescribed format only. The commercial proposal format is provided in the Annexure to this RFP. <b>Any deviation, modification or conditional or multiple submissions may result in disqualification of the participants.</b> Final decision in this regard will rest with SBI Life.</p>	Can the participant submit the bid with legal deviations?	As per RFP condition provided on page no 8 under eligibility criteria Participant should not be a group entity or related party of any Insurer, Corporate Agent or Broker. Also, on page number 12, it is mentioned that any deviation, modification or conditional or multiple submissions may result in disqualification of the participants.
12	13	<p>viii. There will not be any minimum volume commitment. SBI Life reserves the right to negotiate/re-negotiate the prices with the shortlisted participants.</p>	Can we have indicative volumetrics of past 2 years and Y-O-Y growth projection for next 3 years ?	<p>Volume for last F.Y. (2021-22) is as follows.            CKYC ID already generated - 1140908            CKYC ID freshly generated - 738552            Probable Match - around 2-3%.            It is difficult to project growth since almost all FIs are complying with CKYC guidelines.</p>
13	36	<p>30. As a part of pre-engagement due diligence and also as part of a yearly activity, the selected participant needs to undergo 'Third party security control checklist' of SBIL Life and the same should be validated by a CERT-In empaneled information security service provider for each time and the report of same needs to be submitted to SBI Life without any additional commercials. The SBIL shall reserve the right to verify this validation report and ask for additional evidences, if any, or visit the site to verify the controls.</p>	Can SBI Life engage the 3rd party CERTIN auditors at their cost and participant can provide support for conduct of audit and ensure to fix the open points if any raised by the auditors?	Participant will have to bear the cost of audit.
14	25	Commercial Proposal Format	Request SBI Life consider separate commercial line item for bulk search functionality also	No. This cannot be done. CERSAI does not charge anything for bulk search.

15	.....	General - Implementation timelines	Participant would like to propose 3-4 months of implementation and UAT followed by 3 years of production ?	Maximum two months can be allowed for implementation and UAT, altogether.
16	.....	General - data storage and purging	Participant would like to enquire the purging/data retention policy ?	The data can be purged once billing/payment is cleared by SBI Life.
17	1	Proposal Submission date : 5th May	Wwe would like to request SBI Life to the provide atleast 15 working days time to submit the proposal after recieving the written responses to the prebid queires.	The date has been extended upto 12th May 2022
18	15	SBI Life reserves its right to empanel one or more than one participant for the scope of activity/activities proposed. Deployment of services in terms of quantum, location and scope will be the sole prerogative of SBI Life.	What will be the ratio for volume split between the empalled service provider. Please clarify what is meant by the location being under the prerogative of SBI life.	SBI Life shall empanel only one participant for this activity. The preferred location shall be Mumbai or surrounding region but it is not compulsory.
19	SLA proforma, page 3	The Service Receiver will have the right to seek reimbursement at any time even after the expiry of the period of empanelment for any financial loss and / or reputation loss suffered on account of error (s) committed by The Service Provider or work done by The Service Provider during the currency of the empanelment/Master Agreement/SLA whichever is later in contravention of procedure prescribed by The Service Receiver.	Request you to waive off this SLA clause. Participant shall not be able to accept any indirect liability.	We stand by original clause.
20	SLA proforma, page 3	4.1.6. Notwithstanding anything contained in master agreement, the liquidated damages payable by The Service Provider shall not exceed the cumulative amount paid/payable over Twelve (12) Months immediately preceding the month in which the penalty(ies) is applied. During the first 12 months of the empanelment, the Service Receiver reserves the right to recover the penalties from future amount payable for providing the services.	Request you that the cumulative liquidated damages payable by The Service Provider under the contact shall not exceed 3% of the annual billing amount	We stand by original clause.
21	32	Annexure – IV - Offer Letter and Compliance Certificate : If our offer is accepted, we, the undersigned offer to carry out the said activities mentioned above in conformity with the terms and conditions of the said RFP Documents.	Request you to please modify : If our offer is accepted, we, the undersigned offer to carry out the said activities mentioned above in conformity with the terms and conditions of the said RFP Documents along with the legal deviations proposed in the proposal.	It has been decided to stand by theses clauses and not to allow any deviations.

22	32	Annexure – IV - Offer Letter and Compliance Certificate : 7. We or our group entity and related parties do not have any insurance intermediary license and that none of our Directors have any insurance agency. None of our directors will ever obtain any insurance license either as a broker or an agent [individual or Corporate Agency] during the term of the agreement with SBI Life and for a period as stipulated in the SLA, subsequent to the termination of the contract with SBI Life.	Request you to please delete this clause.	It has been decided to stand by these clauses and not to allow any deviations.
23	Proforma SLA	5.1.1 The service provider shall arrange exclusive hardware for processing the information & storing files and data of the service receiver. The hardware dedicated for this purpose shall not be used by the service provider for any other purpose/client.	Participant is proposing shared infra with necessary logical separations at their data center. Kindly confirm.	SBI Life Infra at our premise
24	Proforma Agreement	9.10. The Service Provider shall provide for one additional alternate processing centre to handle at least 25% of the business volumes in case of emergency. The Service Receiver shall have the right to conduct periodic checking of the back-up facilities to ensure that proper contingency plans and plans for disaster recovery are in place and such arrangements are satisfactory	The participant proposes the DR facility in other Seismic region to take care of any downtime / exigency of the DC. Hope this addresses the SBI Life requirement. Kindly confirm.	This will be in SBI Life DR with MPLS connectivity between participant and us.
25		9.11. If required, The Service Provider shall need to operate certain activities in The Service Receiver premises but this shall be deemed to be a strictly the activity of The Service Provider and the statutory liabilities and compliances in respect of the personnel employed by The Service Provider in the premises of The Service Receiver shall be the sole responsibility of The Service Provider only.	Participant proposes T&M rates for the resources to work at receiver's premises which is outside the current commercials. Please confirm.	This is an indirect cost of the commercials. SBI Life shall not pay this cost separately.
26	Proforma SLA	5. PURGING POLICY		
27		5.1.1. The service provider shall arrange exclusive hardware for processing the information & storing files and data of the service receiver. The hardware dedicated for this purpose shall not be used by the service provider for any other purpose/client.	Participant is proposing shared infra with necessary logical separations at their data center. Kindly confirm	SBI Life will provide infra at SBI Life premises.

28	4.1.4. The Service Receiver will have the right to seek reimbursement at any time even after the expiry of the period of empanelment for any financial loss and / or reputation loss suffered on account of error (s) committed by The Service Provider or work done by The Service Provider during the currency of the empanelment/Master Agreement/SLA whichever is later in contravention of procedure prescribed by The Service Receiver.	Participant is proposing that the contractual agreements including SLA are the binding documents between the parties.	We stand by original clause.
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#### Further queries related to Proforma and Agreement.

Majority of the queries are related to proforma SLA and agreement. SBI Life stands by most of the clauses included in these documents. However, the same may be discussed post finalization of contract with the selected participant.

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	SBILife's response
1	04-Aug	2. Scope of Work, RFP	2.6. Participants should implement and adhere to CERSAI and IRDAI regulations and guidelines (issued from time to time) along with outsourcing policy of SBI Life.	2.6. Participants should implement and adhere to <u>existing</u> CERSAI and IRDAI regulations and guidelines ( <u>costs and delivery timelines should be adjusted in case of compliance to the guidelines and regulations</u> issued from time to time) <del>along with outsourcing policy of SBI Life.</del>	Commercial format is attached.
3	Oct-13	5. Response to RFP	A. Technical Proposal  C. Other Conditions -	A. Technical Proposal  ix. The charges proposed by the participants and agreed to by SBI Life for the activities covered under scope of RFP shall remain frozen during the	The suggestion to this clause is not specified.



			ix. The charges proposed by the participants and agreed to by SBI Life for the activities covered under scope of RFP shall remain frozen during the term of contract which is 3 years from the term date mentioned in Letter of Intent (LOI).	term of contract which is 3 years from the term date mentioned in Letter of Intent (LOI).	
4	15-16	1.4 Empanelment of Service Provider(s) and Exit, RFP	g. The detailed terms and conditions governing the contract shall be included in the service level agreement and shall undergo changes as per the Outsourcing Guidelines issued by IRDAI and as per the outsourcing policy of SBI Life from time to time.	g. The detailed terms and conditions governing the contract shall be included in the service level agreement <del>and shall undergo changes as per the Outsourcing Guidelines issued by IRDAI and as per the outsourcing policy of SBI Life from time to time.</del>	We stand by our views.
5	16-17	1.6 Signing of Contract, RFP	SBI Life reserves the right to stipulate, at the time of finalization, any other document(s) to be enclosed as part of the final contract	<del>SBI Life reserves the right to stipulate, at the time of finalization, any other document(s) to be enclosed as part of the final contract</del>	We stand by our views.
6	17	1.7 Service Level Agreement (SLA), RFP	Penalties for SLA Violation: Penalties will be imposed for violation of SLA terms and for failure on the part of the participant to adhere to the time lines agreed upon. Rate, quantum and measurement metrics will be decided at the time of execution of the contract between SBI Life and the selected participant.	<p>Penalties for SLA Violation: Penalties will be imposed for violation of SLA terms and for failure on the part of the participant to adhere to the time lines agreed upon. Rate, quantum and measurement metrics will be decided at the time of execution of the contract between SBI Life and the selected participant.</p> <p><u>The overall liquidated damages and penalties under all the provisions of the contract shall not exceed 10% of contract value.</u></p>	We stand by our views.

7	18	1.10 Indemnity, RFP	The participants shall indemnify SBI Life and keep indemnified against any loss or damage that SBI Life may sustain on account of any violation(s)/breach/infringement of intellectual property, confidentiality, privacy, patents, trademarks, statutory/regulatory guidelines/instructions etc., by the participants.	The participants shall indemnify SBI Life and keep indemnified against any loss or damage that SBI Life may sustain on account of any violation(s)/breach/infringement of intellectual property, confidentiality, privacy, patents, trademarks, statutory/regulatory guidelines/instructions etc., by the participants.	We stand by our views.
			The participants shall, at its own cost and expenses, defend and indemnify SBI Life against all third-party claims including, but not limited to, those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India.	The participants shall, at its own cost and expenses, defend and indemnify SBI Life against all third-party claims including, but not limited to, those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India.	We stand by our views.
			The participants shall expeditiously meet any such claims and shall have full rights to defend itself there from. If SBI Life is required to pay compensation to a third party resulting from such infringement, the participants shall be fully responsible therefore, including all expenses and court and legal fees.	The participants shall expeditiously meet any such claims and shall have full rights to defend itself there from. If SBI Life is required to pay compensation to a third party resulting from such infringement, the participants shall be fully responsible therefore, including all expenses and court and legal fees.	There is no difference between suggestion and existing clause.
			The participants shall also be liable to indemnify SBI Life, at its own cost and expenses, against all losses/damages, which SBI Life may suffer on account of violation by the participants of any or all national/international trade laws, norms, standards, procedures, etc.	<del>The participants shall also be liable to indemnify SBI Life, at its own cost and expenses, against all losses/damages, which SBI Life may suffer on account of violation by the participants of any or all national/international trade laws, norms, standards, procedures, etc.</del>	We stand by our views.

		Further, the participants shall indemnify SBI Life and keep indemnified against any loss or damage that SBI Life may sustain on account of any violation of patents, trademark etc., by the participants in respect of hardware, hardware components, system software, etc. supplied.	Further, the participants shall indemnify SBI Life and keep indemnified against any loss or damage that SBI Life may sustain on account of any violation of patents, trademark etc., by the participants in respect of hardware, hardware components, system software, etc. supplied.	We stand by our views.
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			<u>Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Purchaser's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Purchaser of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Purchaser and the infringement relates to or arises from such Purchaser materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to Purchaser if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder ; or (v) use of a superseded release of some or all of the Deliverables or Purchaser's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder .</u>	

			<p><u>In the event that Purchaser is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Purchaser under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i) procure for Purchaser the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Purchaser the fees effectively paid for that Deliverable by the Purchaser subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Purchaser in matters related to infringement of third party intellectual property rights.</u></p>	
			<p><u>Purchaser shall not be entitled to seek any indemnification from the bidder unless Purchaser provides the bidder with (i) prompt written notice of any claim, demand or action for which Purchaser is seeking or may seek indemnification hereunder and gives the bidder the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the bidder in assisting the defense of the</u></p>	

				<u>claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the bidder, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing.</u>	
				<u>The Purchaser warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</u>	This suggestion shall be deliberated post selection of the participant.
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				-	
8	18	1.11 Disputes Resolution, RFP	Any dispute or differences whatsoever arising between the parties out of or in relation to the construction, meaning, interpretation and operation or effect of these Proposal Documents or breach thereof shall be decided by SBI Life. Such decision by SBI Life shall be final and binding on the participants.	Any dispute or differences whatsoever arising between the parties out of or in relation to the construction, meaning, interpretation and operation or effect of these Proposal Documents or breach thereof shall be decided by <del>SBI Life</del> Arbitration. <u>The Arbitration clause is provided in the Proforma Agreement</u> <del>Such decision by SBI Life shall be final and binding on the participants.</del>	This suggestion shall be deliberated post selection of the participant.

9	20	1.22 Intellectual Property Rights, RFP	SBI Life will own all intellectual property rights to all design, software and/or systems created specifically for implementation at SBI Life under this contract. The participants shall fully protect and indemnify SBI Life from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes supplied by the participants.	SBI Life will own all intellectual property rights to all design, software and/or systems created specifically for implementation at SBI Life under this contract <u>on payment of the agreed costs</u> . The participants shall fully protect and indemnify SBI Life from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes supplied by the participants.	
10	20	1.23 Solicitation of Employees, RFP	Participants will not hire employees of SBI Life or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of SBI Life directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis.	<del>Participants</del> <u>Either Party</u> will not hire employees of <del>SBI Life</del> <u>the Other Party</u> or solicit or accept solicitation (either directly, indirectly, or through a third party) <del>from employees of SBI Life</del> directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis.	
11	21	1.26 Force Majeure, RFP	The participants shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice for happening of such act/event is given by the participants to SBI Life within 15 days from the date of occurrence. Such act/event shall include acts of God, war, floods, earthquakes, epidemics, riots, fire or governmental regulations superimposed after the date of order/contract.	The participants shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice for happening of such act/event is given by the participants to SBI Life within <del>21</del> <u>15</u> days from the date of occurrence. Such act/event shall include <u>but not be limited to</u> acts of God, war, floods, earthquakes, epidemics, <u>pandemics, quarantine restrictions</u> riots, fire or governmental regulations superimposed after the date of order/contract. <u>In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Agreement without liability, by notice in writing to the other party. However Service Provider shall be entitled to receive payments for all services rendered by it under this Agreement.</u>	This suggestion shall be deliberated post selection of the participant.

12	21	1.27 Condition of Acceptance, RFP	The selected participants and SBI Life will specify during contracting, the criterion for acceptance and milestones (both technical and functional). Failure, to meet the acceptance criterion may result in termination of the arrangement and/or contract. No payments will be made and SBI Life may claim damages from the participants. In such an eventuality, SBI Life will be free to engage any other participants.	The selected participants and SBI Life will specify during contracting, the criterion for acceptance and milestones (both technical and functional). Failure, to meet the acceptance criterion may result in termination of the arrangement and/or contract. <u>No payments will be made for milestones completed</u> <del>and SBI Life may claim damages from the participants</del> . In such an eventuality, SBI Life will be free to engage any other participants <u>at its costs</u> .	We stand by original clause.
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14	27-31	14. Annexure – III - CONFIDENTIALITY CUM NON-DISCLOSURE UNDERTAKING	5. The Recipient shall ensure that their employees will not disclose any information of the disclosing party even after they cease to be the employees of the recipient. The recipient party shall ensure this by their own internal agreements	<del>5. The Recipient shall ensure that their employees will not disclose any information of the disclosing party even after they cease to be the employees of the recipient. The recipient party shall ensure this by their own internal agreements</del>	We stand by original clause.
			10. No license to the Recipient, under any trade secret or any other intellectual property right, is either granted or implied by the disclosure of information to the Recipient. None of the information which may be disclosed or exchanged by the Parties shall constitute any representation, warranty, assurance, guarantee, or inducement by either Party to the other of any kind, and in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work rights, or any other intellectual property rights, or other rights of third persons or of either Party.	10. No license to the Recipient, under any trade secret or any other intellectual property right, is either granted or implied by the disclosure of information to the Recipient. None of the information which may be disclosed or exchanged by the Parties shall constitute any representation, warranty, assurance, guarantee, or inducement by either Party to the other of any kind, <del>and in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work rights, or any other intellectual property rights, or other rights of third persons or of either Party.</del>	

		<p>14. Upon the request of a party, the other party, will within 7 days of receipt of such request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of either party or its Representatives and shall certify the fact of having destroyed the Confidential Information in writing to the other party. Such return, however, does not abrogate the continuing obligations of both parties under this Agreement.</p>	<p>14. Upon the request of a party, the other party, will within 7 days of receipt of such request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of either party or its Representatives and shall certify the fact of having destroyed the Confidential Information in writing to the other party.-<u>The obligation under this clause will not apply where it is necessary to retain any Confidential Information or materials for the purpose as required by law or for internal auditing purposes or electronic data stored due to automatic archiving and back-up procedures.</u></p>	<p>We stand by our original clause.</p>
			<p><del>Such return, however, does not abrogate the continuing obligations of both parties under this Agreement.</del></p>	
		<p>15. In case of any cyber security incident/ data breach, which involves SBIL data, the recipient of SBIL data shall be accountable and liable for all the consequences arising out of such cyber security incident / data breach, in accordance with the prevailing laws and regulations.</p>		<p>We stand by our original clause.</p>
			<p><del>15. In case of any cyber security incident/ data breach, which involves SBIL data, the recipient of SBIL data shall be accountable and liable for all the consequences arising out of such cyber security incident / data breach, in accordance with the prevailing laws and regulations.</del></p>	<p>We stand by our original clause</p>
		<p>18. The Parties agree that during the existence of the term of this NDA and for a period of one year thereafter, neither Party shall solicit directly or indirectly the employees of the other Party.</p>		



			<del>18. The Parties agree that during the existence of the term of this NDA and for a period of one year thereafter, neither Party shall solicit directly or indirectly the employees of the other Party.</del>	
		19. Each Party agrees that all of its obligations undertaken herein as the Recipient of confidential information shall be perpetual and shall survive the termination of this NDA.		We stand by our original clause
			19. Each Party agrees that all of its obligations undertaken herein as the Recipient of confidential information <u>shall be perpetual and shall survive for a period of 2 years after the expiry or the termination of this NDA.</u>	We stand by our original clause
		23. The Parties herein agree and undertake to indemnify and hold the other party harmless from any loss, damage, claims, liabilities, charges, costs, or expense that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement		
			<del>23. The Parties herein agree and undertake to indemnify and hold the other party harmless from any loss, damage, claims, liabilities, charges, costs, or expense that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement</del>	We stand by our original clause

15	32	15. Annexure – IV - Offer Letter and Compliance Certificate, RFP	1. Having examined the RFP documents including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP documents in accordance with the Prices indicated in the Commercial Proposal and made part of this RFP Response. If our offer is accepted, we, the undersigned offer to carry out the said activities mentioned above in conformity with the terms and conditions of the said RFP Documents	1. Having examined the RFP documents including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP documents in accordance with the Prices indicated in the Commercial Proposal and made part of this RFP Response. If our offer is accepted, we, the undersigned offer to carry out the said activities mentioned above in conformity with the terms and conditions of the said RFP Documents <u>subject to the deviations submitted along with the bid proposal.</u>	Compliance and Legal to confirm.
			6. We have never been barred / black-listed by any regulatory/statutory authority in India.	6. <u>To the best of our knowledge and as per our records, we</u> have never been barred / black-listed by any regulatory/statutory authority in India.	Compliance and Legal to confirm.
			7. We or our group entity and related parties do not have any insurance intermediary license and that none of our Directors have any insurance agency. None of our directors will ever obtain any insurance license either as a broker or an agent [individual or Corporate Agency] during the term of the agreement with SBI Life and for a period as stipulated in the SLA, subsequent to the termination of the contract with SBI Life.	7. We or our group entity and related parties do not have any insurance intermediary license and that none of our Directors have any insurance agency. None of our directors will ever obtain any insurance license either as a broker or an agent [individual or Corporate Agency] during the term of the agreement with SBI Life and for a period as stipulated in the SLA, subsequent to the termination of the contract with SBI Life.	There is no difference between suggestion and existing clause.

17	40-41	DECLARATION BY THE PARTICIPANT	We hereby undertake and agree to abide by all the terms and conditions stipulated by SBI Life in the RFP document under Mandatory Information Security Criteria. We hereby also agree to comply with all the requirements of SBI Life, Deliverables, related addendums, appendices and other documents including any changes, if any, made to original tender documents issued by SBI Life	<u>Subject to the deviations submitted along with the bid proposal, We</u> hereby undertake and agree to abide by all the terms and conditions stipulated by SBI Life in the RFP document under Mandatory Information Security Criteria. <u>Subject to the deviations submitted along with the bid proposal, We</u> hereby also agree to comply with all the requirements of SBI Life, Deliverables, related addendums, appendices and other documents including any changes, if any, made to original tender documents issued by SBI Life	Compliance to confirm
			The cost of service, process, resources, training, documents, rate contract, tools etc finally arrived and accepted by SBI Life will be binding on us for period of the contract.	The cost of service, process, resources, training, documents, rate contract, tools etc finally arrived and accepted by SBI Life will be binding on us for period of the contract.	There is no difference between clause and suggestion.
			We accept that, we will not levy any other charges on SBI Life, in any form to meet the obligations as per scope of this RFP including all deliverable, requirements, terms & conditions etc	We accept that, we will not levy any other charges on SBI Life, in any form to meet the obligations as per scope of this RFP including all deliverable, requirements, terms & conditions etc	There is no difference between clause and suggestion.
			We certify that the services offered by us in response to the bid conform to the security, technical and functional specifications stipulated in the RFP.	We certify that the services offered by us in response to the bid conform to the security, technical and functional specifications stipulated in the RFP.	There is no difference between clause and suggestion.
18	2	Agreement	Whereas  C. Sehsasai Business Forms Pvt Ltd Represents and Warrants that they have the necessary licenses, permissions, Authority, Intellectual Property Rights, skills, infrastructure, technology, experience... etc. for providing the services under this agreement	Whereas  C. <del>Sehsasai Business Forms Pvt Ltd</del> Participant Represents and Warrants that they have the necessary licenses, permissions, Authority, Intellectual Property Rights, skills, infrastructure, technology, experience... etc. for providing the services under this agreement	Correction is noted.

			1. DEFINITIONS	1. DEFINITIONS	
			1.4. Confidential Information shall mean all information disclosed by The Service Receiver to The Service Provider for the purpose of processing relating to its clients, business, organization, operations or otherwise including but not limited to any proprietary, secret information, financial information, business or technical data or know-how, customer lists, customer data, analysis, compilation, studies and other documents, data applications, software, systems and any other material bearing or incorporating any such information disclosed by The Service Receiver, its employees, agents and/or representatives. It also includes information pertaining to The Service Receiver and/or its subsidiaries/ associates/ holding company or business associates	1.4. Confidential Information shall mean all information disclosed by <del>t</del> The Service Receiver <del>either party to t</del> The Service Provider <del>other party</del> for the purpose of processing relating to its clients, business, organization, operations or otherwise including but not limited to any proprietary, secret information, financial information, business or technical data or know-how, customer lists, customer data, analysis, compilation, studies and other documents, data applications, software, systems and any other material bearing or incorporating any such information disclosed by The Service Receiver, its employees, agents and/or representatives. <del>It also includes information pertaining to The Service Receiver and/or its subsidiaries/ associates/ holding company or business associates</del>	
19	2	Agreement	1.5. Confidential Information does not include information which: 1.5.1. is publicly available at the time of its disclosure; or 1.5.2. becomes publicly available following disclosure; or 1.5.3. is already known to or was in the possession of The Service Provider prior to disclosure under this agreement; or 1.5.4. is disclosed to The Service Provider from a third party, which party is not bound by any obligation of confidentiality; or 1.5.5. is disclosed with the prior consent of The Service Receiver.	1.5. Confidential Information does not include information which: 1.5.1. is publicly available at the time of its disclosure; or 1.5.2. becomes publicly available following disclosure; or 1.5.3. is already known to or was in the possession of <del>t</del> The Service Provider <del>receiving party</del> prior to disclosure under this agreement; or 1.5.4. is disclosed to <del>The the receiving party Service Provider</del> from a third party, which party is not bound by any obligation of confidentiality; or 1.5.5. is disclosed with the prior consent of <del>The Service Receiver</del> <u>disclosing party or</u> <del>1.5.6 is independently developed by the receiving party or</del> <u>1.5.7 is required to be disclosed by the receiving party due to any legal, regulatory or statutory requirements.</u>	We stand by our original clause.
					The same is ok.

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21	4	TENURE OF EMPANELMENT, Agreement	<p>7.1. The period of empanelment of the Service Provider for the activities listed under Scope of Activities of this Agreement shall be for a period of 1 year starting from 16/04/2021 and valid up to 15/04/2022.</p> <p>7.2. In case, Service Receiver intends to extend the tenure of Agreement, Service Receiver shall intimate the Service Provider at least 30 days in advance and the existing terms and conditions shall be applicable during such period of extension</p>	<p>7.1. The period of empanelment of the Service Provider for the activities listed under Scope of Activities of this Agreement shall be for a period of 3 year starting from 16/04/2022 and valid up to 15/04/2025.</p> <p>7.2. In case, Service Receiver intends to extend the tenure of Agreement, Service Receiver shall intimate the Service Provider at least 30 days in advance and the existing terms) and conditions <u>(excluding prices we shall be mutually agreed by the parties shall be applicable during such period of extension</u></p>	<p>The tenure will be for 3 years. The proforma is a sample agreement.</p> <p>The same is ok.</p>
22	04-Jun	8. OUTSOURCING CONDITIONS, , Agreement	<p>8.1. This agreement is subject to the various provisions contained under various Acts, Regulations, Guidelines, Circulars and Orders, as applicable and issued by IRDAI and/or any Government/Statutory Body from time to time and other extant rules and regulations in force during the term of empanelment.</p> <p>8.2. The agreement shall neither prevent nor impede The Service Receiver from meeting its respective Regulatory obligations, nor shall prevent or impede the Regulator from exercising its regulatory power of conducting inspection, investigation, obtaining information from either The Service Receiver or The Service Provider.</p>	<p><del>8.1. This agreement is subject to the various provisions contained under various Acts, Regulations, Guidelines, Circulars and Orders, as applicable and issued by IRDAI and/or any Government/Statutory Body from time to time and other extant rules and regulations in force during the term of empanelment.</del></p> <p>8.2. The agreement shall <del>neither prevent nor impede The Service Receiver from meeting its respective Regulatory obligations, nor</del> <u>not</u> shall prevent or impede the Regulator from exercising its regulatory power of conducting inspection, investigation, obtaining information from either The Service Receiver or The Service Provider.</p>	<p>We stand by our original clause.</p> <p>We stand by our original clause.</p>

			<p>8.3. The Service Receiver/IRDAI shall have the right to examine/access all books, records and information, systems, the internal control environment, internal audit reports or external audit findings (or sub-contractor as applicable), to the extent that relevant to the activities entrusted to The Service Provider under the SLA without any prior notice. The Cost of conducting an examination etc. shall be borne by The Service Receiver.</p>	<p>8.3. The Service Receiver/IRDAI shall have the right to examine/access all books, records and information, systems, <del>the internal control environment, internal audit reports or external</del> audit findings (or sub-contractor as applicable), to the extent that relevant to the activities entrusted to The Service Provider under the SLA without any prior notice. The Cost of conducting an examination etc. shall be borne by The Service Receiver. <u>The Service Receiver shall provide a notice of atleast 10 days before conducting such audit. The Service Receiver shall not have access to the proprietary data of, or relating to, any other customer of Service Provider, or a third party or Service Provider's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Service Provider's ability to perform the services in accordance with the service levels, unless the Service Receiver relieves Service Provider from meeting the applicable service levels. The auditor shall sign the confidentiality agreement with the Service Provider.</u></p>	<p>This can be delivered post selection of the participant.</p>
			<p>8.4. The Service Receiver/IRDAI shall have a right to carry out an audit at any frequency (including Information Security audit for network isolation and data security) and inspect the premises of the Service Provider to the extent if the process is required to be carried out by the Service Provider. The cost of conducting an audit, Travel, stay etc. shall be borne by the Service Receiver. The Service Provider shall provide The Service Receiver such information and in such format as may be required by The Service Receiver from time to time.</p>	<p>8.4. The Service Receiver/IRDAI shall have a right to carry out an audit <del>at any frequency</del><u>not more than 2 audits per year</u> (including Information Security audit for network isolation and data security) and inspect the premises of the Service Provider to the extent if the process is required to be carried out by the Service Provider. The cost of conducting an audit, Travel, stay etc. shall be borne by the Service Receiver. The Service Provider shall provide The Service Receiver such information and in such format as may be required by The Service Receiver from time to time.</p>	<p>The same is ok.</p>

		<p>8.5. The Service Receiver, may, at their sole discretion, transfer any of or all the activities under this agreement to another Service Provider by giving 30 days prior notice to The Service Provider.</p>	<p><del>8.5. The Service Receiver, may, at their sole discretion, transfer any of or all the activities under this agreement to another Service Provider by giving 30 days prior notice to The Service Provider.</del></p>	We stand by our original clause.
		<p>8.7. As between The Service Receiver and The Service Provider, The Service Receiver will own exclusively all rights, title and interest to all data provided by it and collected by The Services Provider as direct result of the performance of services under the agreement</p>	<p>8.7. As between The Service Receiver and The Service Provider, The Service Receiver will own exclusively all rights, title and interest to all data provided by it and collected by The Services Provider as direct result of the performance of services under the agreement</p>	There is no difference between clause and suggestion.
		<p>8.8. The Service Receiver, at no additional cost other than the charges payable under the respective SLA(s), shall own all rights including but not limited to the marks, symbols, trademarks, copyright, patents, designs, business processes (intellectual property) created, accrued or devised by The Service Provider or any of its employees, agents, sub-contractors with respect to The Service Receiver's software and the data under the agreement.</p>	<p>8.8. The Service Receiver, at no additional cost other than the charges payable under the respective SLA(s), shall own all rights <del>including but not limited to the marks, symbols, trademarks, copyright, patents, designs, business processes (intellectual property)</del> <u>in the bespoke development</u> created, accrued or devised by The Service Provider or any of its employees, agents, sub-contractors with respect to The Service Receiver's software and the data under the agreement.</p>	We stand by our original clause.
		<p>8.11. The Service Provider or any of their group entities shall not derive any benefit by causing any loss to The Service Receiver or their customers. The Service Provider shall continuously, during the term of empanelment, ensure that they do not have any conflict of interest with the Service Receiver</p>		

			<p>8.11.The Service Provider or any of their group entities shall not derive any benefit by causing any loss to The Service Receiver or their customers. The Service Provider shall continuously, during the term of empanelment, ensure that they do not have any conflict of interest with the Service Receiver</p>	<p>There is no difference between clause and suggestion.</p>
		<p>8.13.The Service Provider shall adhere to the "Outsourcing Policy" of the Service Receiver as applicable from time to time and any equivalent standards and in line with the Service Receiver's procedures and requirements.</p>		
			<p><del>8.13.The Service Provider shall adhere to the "Outsourcing Policy" of the Service Receiver as applicable from time to time and any equivalent standards and in line with the Service Receiver's procedures and requirements.</del></p>	<p>We stand by our original clause.</p>
		<p>8.14.The Service Provider shall create a commercially reasonable Business Continuity Processing capability at a location other than one wherein the proposed activity is to be carried out to the satisfaction of Service Receiver. The Service Provider shall provide detailed information about such alternate arrangements in writing. This is to minimize interruption to process flow and output due to strikes, natural calamity or other emergency situation where normal business processing is not possible at main processing center. The Service Provider shall also provide a plan indicating the availability of human and other material resources required to carry out the activities on behalf of Service Receiver at such alternative locations.</p>		



			<p>8.14.The Service Provider shall create a commercially reasonable Business Continuity Processing capability at a location other than one wherein the proposed activity is to be carried out to the satisfaction of Service Receiver. The Service Provider shall provide detailed information about such alternate arrangements in writing. This is to minimize interruption to process flow and output due to strikes, natural calamity or other emergency situation where normal business processing is not possible at main processing center. The Service Provider shall also provide a plan indicating the availability of human and other material resources required to carry out the activities on behalf of Service Receiver at such alternative locations.</p>	<p>There is no difference between clause and suggestion.</p>
		<p>8.15.The Service Provider shall not sub-contract/ outsource whole/any/or part of the processes under the scope of SLA/Agreement, to any third party. Due to certain unavoidable exigencies/difficulties, if the Service Provider intends to sub-contract part of the activity outsourced; it should be with the prior written consent of the Service Receiver. However, the Service Provider shall be entirely responsible for the activities sub-contracted by them</p>	<p>8.15.The Service Provider shall not sub-contract/ outsource whole/any/or part of the processes under the scope of SLA/Agreement, to any third party. Due to certain unavoidable exigencies/difficulties, if the Service Provider intends to sub-contract part of the activity outsourced; it should be with the prior written consent of the Service Receiver, <u>which consent shall not be unreasonably withheld</u>. However, the Service Provider shall be entirely responsible for the activities sub-contracted by them r</p>	<p>We stand by our original clause.</p>

8.16.The obligation of the Service Provider in the matter of non-disclosure of Confidential Information to continue for an indefinite period even after the expiry / termination of this agreement. On expiry / termination of this agreement, The Service Provider shall return all Confidential Information to The Service Receiver and delete all the data whether in electronic and/or physical form from the Service Provider's systems and possession and hand over a certificate giving confirmation to this effect. However, in the event of information being solicited by any department of Government or Authority under statute or court of law, if allowed by such authority, the Service Provider should obtain prior clearance in writing from the Service Receiver to furnish the information within the stipulated time.

8.16.The obligation of the Service Provider in the matter of non-disclosure of Confidential Information to continue for two years ~~an indefinite period even~~ after the expiry / termination of this agreement. On expiry / termination of this agreement, The Service Provider shall return all Confidential Information to The Service Receiver and delete all the data whether in electronic and/or physical form from the Service Provider's systems and possession and hand over a certificate giving confirmation to this effect. The obligation under this clause will not apply where it is necessary to retain any Confidential Information or materials for the purpose as required by law or for internal auditing purposes or electronic data stored due to automatic archiving and back-up procedures. However, iIn the event of information being solicited by any department of Government or

Restriction obligation to 2 years is not acceptable.. We stand by our original clause.

				Authority under statute or court of law, if allowed by such authority, the Service Provider should obtain prior clearance in writing from the Service Receiver to furnish the information within the stipulated time.	
			8.17.The Service Provider should have suitable security policies, procedures and controls to protect the confidentiality and security of information of the Policyholders of the Service Receiver. The same shall also be taken care of even after the termination of the agreement.		

		<p>8.18. Service Provider is engaged based on the representations and warranties of Service Provider that they have the requisite skills, expertise, knowledge, approvals, etc. If Service Provider fails to deliver the services as per the service standards and timelines set by Service Receiver, Service Receiver besides levying the penalties for such failures in service deliveries as per the agreed service levels, shall also have a right to impose additional penalties if the services of Service Provider expose Service Receiver to any embarrassment or displeasure of Authorities, whosever it may be or causes reputational or financial loss to Service Receiver. The quantum of penalty shall be determined by Service Receiver at its sole discretion.</p>	<p>8.17. The Service Provider should have suitable security policies, procedures and controls to protect the confidentiality and security of information of the Policyholders of the Service Receiver. The same shall also be taken care of even after the termination of the agreement.</p>	<p>There is no difference between clause and suggestion.</p>
		<p>8.19. Indemnity clause and Penalty clause - Standard Clause as determined by the Departments concerned.</p>	<p>8.18. Service Provider is engaged based on the representations and warranties of Service Provider that they have the requisite skills, expertise, knowledge, approvals, etc. If Service Provider fails to deliver the services as per the service standards and timelines set by Service Receiver, Service Receiver <del>besides levying</del> <u>will levy</u> the penalties for such failures in service deliveries as per the agreed service levels, <del>shall also have a right to impose additional penalties if the services of Service Provider expose Service Receiver to any embarrassment or displeasure of Authorities, whosever it may be or causes reputational or financial loss to Service Receiver. The quantum of penalty shall be determined by Service Receiver at its sole discretion.</del></p>	<p>We stand by our original clause.</p>
			<p><del>8.19. Indemnity clause and Penalty clause - Standard Clause as determined by the Departments concerned.</del></p>	<p>We stand by our original clause.</p>

23	06-Aug	9. OBLIGATIONS OF THE SERVICE PROVIDER, , Agreement	<p>9.1. The Service Provider shall comply with relevant provisions of IRDAI Regulations, Guidelines, Circulars, Orders and/or any other extant laws</p>	<p><del>9.1. The Service Provider shall comply with relevant provisions of IRDAI Regulations, Guidelines, Circulars, Orders and/or any other extant laws</del></p>	We stand by our original clause.
			<p>9.5. Based on The Service Receiver's requirements and changes in the processes, The Service Receiver would seek change in processes which should be implemented on a case to case basis as per agreed time lines.</p>	<p>9.5. Based on The Service Receiver's requirements and changes in the processes, The Service Receiver would seek change in processes which should be implemented on a case to case basis as per agreed time lines <u>and costs</u>.</p>	We stand by our original clause.
			<p>9.6. It is explicitly agreed and understood by the Service Provider that if the servicing standards deteriorate below the agreed standards, The Service Receiver shall have the right to make an alternate arrangement to process its business and protect its reputation. The Service Receiver shall give suitable warning and time for the correction during the periodical review meetings, without risk of losing its future business. The Service Receiver also reserves their right to avail the services of other service providers depending on its business needs at its sole discretion</p>	<p>9.6. It is explicitly agreed and understood by the Service Provider that if the servicing standards deteriorate below the agreed standards, The Service Receiver shall have the right to make an alternate arrangement to process its business and protect its reputation. The Service Receiver shall give suitable warning and time for the correction during the periodical review meetings, without risk of losing its future business. <del>The Service Receiver also reserves their right to avail the services of other service providers depending on its business needs at its sole discretion</del></p>	This can be delivered post selection of the participant.
			<p>9.14. The Service Provider shall be responsible for taking insurance cover against fire, burglary, riots to protect physical documents of The Service Receiver at The Service Provider's site. Such insurance cover shall be at The Service Provider's cost. This however does not include The Service Provider's onsite location work in The Service Receiver's premises.</p>		

			<p>9.14.The Service Provider shall be responsible for taking insurance cover against fire, burglary, riots to protect physical documents of The Service Receiver at The Service Provider’s site. Such insurance cover shall be at The Service Provider’s cost. This however does not include The Service Provider’s onsite location work in The Service Receiver’s premises.</p>	<p>There is no difference between clause and suggestion.</p>
		<p>9.15.The Service Provider shall be required to comply with and adhere to the standard process notes, guidelines, Information Security Policy for the Third Parties from time to time as laid down by The Service Receiver with mutually agreed time lines for implementation.</p>		
			<p><del>9.15.The Service Provider shall be required to comply with and adhere to the standard process notes, guidelines, Information Security Policy for the Third Parties from time to time as laid down by The Service Receiver with mutually agreed time lines for implementation.</del></p>	<p>We stand by our original clause.</p>
		<p>9.17.The Service Provider shall be solely responsible for any trademark, patent, geographical indicators, intellectual property rights of the hardware, software and/or any consumables required to carry out the outsourced activity. The Service Receiver shall not be responsible and party to any infringement or violation of any patent, trademark, geographical indicators, intellectual property rights, statutory, regulatory guideline issued by respective apex bodies/organizations/Governments.</p>		

				<p>9.17.The Service Provider shall be solely responsible for any trademark, patent, geographical indicators, intellectual property rights of the hardware, software and/or any consumables required to carry out the outsourced activity. The Service Receiver shall not be responsible and party to any infringement or violation of any patent, trademark, geographical indicators, intellectual property rights, statutory, regulatory guideline issued by respective apex bodies/organizations/Governments.</p>	<p>There is no difference between clause and suggestion.</p>
			<p>9.22.The Service Receiver also reserves the right to avail the services of other service providers depending on its business needs at its sole discretion. Such availing of services from other service providers may be in the form of diversion of part of the existing business volume and/or diversion of complete business volumes to other service providers. The decision by The Service Receiver in this regard shall be final and binding upon The Service Provider.</p>		
			<p><del>9.22.The Service Receiver also reserves the right to avail the services of other service providers depending on its business needs at its sole discretion. Such availing of services from other service providers may be in the form of diversion of part of the existing business volume and/or diversion of complete business volumes to other service providers. The decision by The Service Receiver in this regard shall be final and binding upon The Service Provider.</del></p>	<p>We stand by our original clause.</p>	

24	08-Sep	10. OBLIGATIONS OF THE SERVICE RECEIVER, Agreement	10.1.4. The Service Receiver shall advise The Service Provider of any changes / modifications in the operational procedures / use of software / addition of new products (in case of off-line software of The Service Provider) and / or any other terms and conditions. The Service Provider shall revert to The Service Receiver within Five (5) working days of the receipt of such intimation confirming the successful implementation. There shall be no extra cost involved in the implementation of new procedure or use of software	10.1.4. The Service Receiver shall advise The Service Provider of any changes / modifications in the operational procedures / use of software / addition of new products (in case of off-line software of The Service Provider) and / or any other terms and conditions. The Service Provider shall revert to The Service Receiver within Five (5) working days of the receipt of such intimation confirming the successful implementation. There shall be no extra cost involved in the implementation of new procedure or use of software	ok
				<u>10.1.5 The Service Receiver shall make all the payments on time</u>	ok
				<u>10.1.6 The Service Receiver shall provide signoffs on time.</u>	ok
25	09-Oct	11. PRE-REQUISITES AND COMMITMENTS, , Agreement	11.7.The Service Provider will indemnify The Service Receiver against all the claims and losses that may arise as a result of any negligent, wrongful and fraudulent act or omission solely attributable to the employees, agents or representatives of The Service Provider in connection with this agreement and The Service Receiver will in turn indemnify The Service Provider against all the claims and losses that may arise as a result of any negligent, wrongful and fraudulent act or omission solely attributable to the employees of The Service Receiver in connection with this agreement.	11.7.The Service Provider will indemnify The Service Receiver against all the claims and losses that may arise as a result of any <del>negligent</del> , wrongful and fraudulent act or omission solely attributable to the employees, agents or representatives of The Service Provider in connection with this agreement and The Service Receiver will in turn indemnify The Service Provider against all the claims and losses that may arise as a result of any <del>negligent</del> , wrongful and fraudulent act or omission solely attributable to the employees of The Service Receiver in connection with this agreement.	We stand by our original clause.



26	10	12. REPRESENTATION OF THE PARTIES , Agreement	12.2.Representation by each Party that it shall keep all confidential information in respect of the Service Receiver Customer(s) in absolute confidence; and that it will employ necessary and commercially reasonable measures to ensure the security, integrity and privacy of the data of the Service Receiver Customer(s).	12.2.Representation by each Party that it shall keep all confidential information in respect of the <del>Service Receiver Customer(s)</del> <u>other Party</u> in absolute confidence; and that it will employ necessary and commercially reasonable measures to ensure the security, integrity and privacy of the data of the <del>Service Receiver Customer(s)</del> <u>other Party</u> .	ok
27	10-Nov	13. NON-DISCLOSURE / CONFIDENTIALITY, Agreement	13.5.The obligation of The Service Provider in the matter of non-disclosure of Confidential Information shall remain in force at least for a period of three years even after expiry / termination of this agreement. On expiry / termination of this agreement, The Service Provider shall return all Confidential Information to The Service Receiver and to delete all the data whether in electronic and/or physical form from The Service Provider's systems and hand over the certificate to this effect. However, in the event of information being solicited by any department of Government or Authority under statute or court of law, The Service Receiver would provide the required clearance to The Service Provider to furnish the information within the stipulated time.	13.5.The obligation of The Service Provider in the matter of non-disclosure of Confidential Information shall remain in force at least for a period of three years even after expiry / termination of this agreement. On expiry / termination of this agreement, The Service Provider shall return all Confidential Information to The Service Receiver and to delete all the data whether in electronic and/or physical form from The Service Provider's systems and hand over the certificate to this effect. <u>The obligation under this clause will not apply where it is necessary to retain any Confidential Information or materials for the purpose as required by law or for internal auditing purposes or electronic data stored due to automatic archiving and back-up procedures.</u> However, in the event of information being solicited by any department of Government or Authority under statute or court of law, The Service Receiver would provide the required clearance to The Service Provider to furnish the information within the stipulated time.	This can be deliberated post selection of the participant.

30	13-14	18. BILLING & PAYMENT PROCEDURE, , Agreement	18.3.The Service Receiver shall release the payment within 15 days of receipt of the accurate bills/invoices, provided there are no disputes about any item[s] in the invoices.	18.3.The Service Receiver shall release the payment within 15 days of receipt of the accurate bills/invoices, provided there are no disputes about any item[s] in the invoices.	
				<u>All payments due for more than 15 days—will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Service Provider also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Service Receiver and any such withholding by the Service Provider shall not be treated as breach by it of the provisions of this Agreement. Any dispute regarding the invoice will be communicated to the Service Provider within 10 days from the date of receipt of the invoice else the invoice is deemed to have been accepted by the Service Receiver.</u>	Not acceptable.
31					
32	18	20. RIGHT TO AUDIT, Agreement	20.2.SBI Life reserves rights for auditing The Participant / Service Provider as per the scope of agreement. The audit can be taken up by SBI Life Information Security Team, Internal Audit Team or by another independent auditor appointed by SBI Life as per such requirement, if any during the project period. If the compliance score of suppliers in the audit is found less than 90%, then SBI Life may terminate this Agreement if supplier fails to rectify or implement requisite compliance within mutually agreed period. The high-risk vulnerabilities shall be closed within one day without any additional commercial levied to SBI Life. Failure to close the vulnerabilities within the timeline shall attract penalty.	20.2.SBI Life reserves rights for auditing The Participant / Service Provider as per the scope of agreement. The audit can be taken up by SBI Life Information Security Team, Internal Audit Team or by another independent auditor appointed by SBI Life as per such requirement, if any during the project period. If the compliance score of suppliers in the audit is found less than 90%, then SBI Life may terminate this Agreement if supplier fails to rectify or implement requisite compliance within mutually agreed period. The high-risk vulnerabilities shall be closed within <del>one</del> two days without any additional commercial levied to SBI Life. Failure to close the vulnerabilities within the timeline shall attract penalty.	This shall be deliberated post selection of participant.

				<p><u>The Service Receiver shall provide a notice of at least 10 days before conducting such audit. The Service Receiver shall not have access to the proprietary data of, or relating to, any other customer of Service Provider, or a third party or Service Provider's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Service Provider's ability to perform the services in accordance with the service levels, unless the Service Receiver relieves Service Provider from meeting the applicable service levels. The auditor shall sign the confidentiality agreement with the Service Provider.</u></p>	
33					
34	19	22. LIQUIDATED DAMAGES, Agreement	<p>22. LIQUIDATED DAMAGES 22.1.The Service Receiver may impose Liquidated Damages on The Service Provider for 22.1.1. Not adhering to time schedule in completing the job 22.1.2. Wrong processing 22.1.3. Non generation of Control Information and/or MIS reports 22.1.4. Loss of documents/Financial instruments 22.1.5. Leakage of data/information</p>	<p><del>22. LIQUIDATED DAMAGES 22.1.The Service Receiver may impose Liquidated Damages on The Service Provider for 22.1.1. Not adhering to time schedule in completing the job 22.1.2. Wrong processing 22.1.3. Non generation of Control Information and/or MIS reports 22.1.4. Loss of documents/Financial instruments 22.1.5. Leakage of data/information</del></p>	We stand by our original clause.
35					
36	21	24. TERMINATION, Agreement	<p>24.2.Within the validity period of agreement, the arrangement may be terminated / foreclosed by either party by giving 90 days clear written notice to the other party without assigning any reason whatsoever.</p>	<p>24.2.Within the validity period of agreement, the arrangement may be terminated / foreclosed by either party by giving 90 days clear written notice to the other party without assigning any reason whatsoever.</p> <p><u>In such case, pls. ensure that the Service Receiver shall pay the following amounts to the Service Provider:</u></p>	

				<p><u>a) The Contract Price, properly attributable to the parts of the system/project executed by the Service Provider as of the date of termination including also the work in progress, up to the date of termination. The term “work in progress” shall include but not limited to the value of deliverables/Product meant for delivery to the purchaser (i) for which service delivery process was initiated by the Service Provider or its participant prior to the date of notice of termination of Contract; or (ii) order was placed by the Service Provider on its participants, prior to the date of notice of termination.</u></p>	<p>This shall be deliberated post selection of participant.</p>
				<p><u>b) The cost of satisfying all other obligations, commitments and claims that the Service Provider may in good faith have undertaken with third parties in connection with the contract.</u></p>	<p>This shall be deliberated post selection of participant.</p>
				<p><u>c) The cost of all the material, hardware, equipments, and manpower etc, purchased and/or employed by the Service Provider for performing its obligations under the Contract.</u></p>	<p>This shall be deliberated post selection of participant.</p>
				<p><u>d) The cost of removing all Service Provider’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.</u></p>	<p>This shall be deliberated post selection of participant.</p>
				<p><u>e) The cost of meeting any other obligations towards the Service Receiver due to such termination.</u></p>	<p>This shall be deliberated post selection of participant.</p>

37	20-21	25. FORCE MAJEURE, Agreement	<p>If at any time during the term of this agreement, the performance in whole or in part of either party under this agreement is prevented or delayed by reason of war, revolution, riot act or public enemy, terrorism, sabotage, epidemic, <u>pandemics</u>, quarantine restrictions, accident, fire, flood, tempest, earthquake, civil commotion, governmental action or other causes, which are entirely beyond the control of the party (hereinafter referred as 'events'), provided notice of the happening of any such events is given by the affected party to the other, within 21 days from the date of occurrence thereof, other party shall not be entitled to any claim for damages against the other in respect of such non-performance or delay in performance.</p>	<p>If at any time during the term of this agreement, the performance in whole or in part of either party under this agreement is prevented or delayed by reason of war, revolution, riot act or public enemy, terrorism, sabotage, epidemic, <u>pandemics</u>, quarantine restrictions, accident, fire, flood, tempest, earthquake, civil commotion, governmental action or other causes, which are entirely beyond the control of the party (hereinafter referred as 'events'), provided notice of the happening of any such events is given by the affected party to the other, within 21 days from the date of occurrence thereof, other party shall not be entitled to any claim for damages against the other in respect of such non-performance or delay in performance. <u>In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.</u></p>	This shall be deliberated post selection of participant.
			<p>In case the service provider fails to provide the services due to any conditions defined under Force Majeure or for any other reason whatsoever, the Service Receiver has no liability whatsoever to pay any charges whatsoever for the period for which the Service Provider fails to provide the services under this agreement</p>	<p>In case the service provider fails to provide the services due to any conditions defined under Force Majeure or for any other reason whatsoever, the Service Receiver has no liability whatsoever to pay any charges whatsoever for the period for which the Service Provider fails to provide the services under this agreement. <u>If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Agreement without liability, by notice in writing to the other party. However Service Provider shall be entitled to receive payments for all services rendered by it under this Agreement .</u></p>	This shall be deliberated post selection of participant.

38	21	26. INTELLECTUAL PROPERTY RIGHTS, Agreement	<p>26.1.Each Party shall own all Intellectual Property Rights in respect of their respective services, including any literature, manuals, reports, research papers, data, flow charts, drawings, designs, diagrams, tables, software, source code or object code or other information or materials in whatever form and whatever media stored or held, acquired, created, developed, designed or otherwise prepared by the respective party and any related patent, trademarks and service marks, registered designs, utility models applications for any of the foregoing; design rights, copyrights and all or any similar or equivalent rights arising or subsisting shall be owned by such party or all or any part thereof shall belong to such party absolutely.</p>	<p>26.1.Each Party shall own all Intellectual Property Rights in respect of their respective services, including any literature, manuals, reports, research papers, data, flow charts, drawings, designs, diagrams, tables, software, source code or object code or other information or materials in whatever form and whatever media stored or held, acquired, created, developed, designed or otherwise prepared by the respective party and any related patent, trademarks and service marks, registered designs, utility models applications for any of the foregoing; design rights, copyrights and all or any similar or equivalent rights arising or subsisting shall be owned by such party or all or any part thereof shall belong to such party absolutely.</p>	<p>This shall be deliberated post selection of participant.</p>
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Supplier 's Proprietary Software and Pre-Existing IP. SBI Life acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Supplier's proprietary software or tools. If Supplier and SBI Life mutually agree that the Supplier provides to SBI Life any proprietary software or tools of Supplier or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Supplier or of a third party. Further, SBI Life acknowledges that in performing Services under this Agreement Supplier may use Supplier's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Supplier prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Supplier Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Supplier shall continue to retain all the ownership, the rights title and interests to all Supplier Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Supplier from using Supplier Pre-Existing IP in any manner. To the extent that any Supplier Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Supplier hereby grants to SBI Life a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with

This shall be deliberated post selection of participant.

				<p><u>the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Supplier Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorizes SBI Life to (a) separate Supplier Pre-Existing IP from the deliverable in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Supplier Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Supplier in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Supplier Pre-Existing IP.</u></p>	
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				<p><u>Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Supplier shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Supplier (including without limitation any affiliate, competitor or potential competitor of the SBI Life. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party. Similarly all the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Supplier's licensor and SBI Life shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</u></p>	<p>This shall be deliberated post selection of participant.</p>
					<p>This shall be deliberated post selection of participant.</p>

39	21	27. INDEMNITY, Agreement	<p>27.1. The Service Provider doth hereby agree to indemnify and hold The Service Receiver save and harmless, and indemnified thereafter from and against all losses, damages, charges and expenses including attorney fees The Service Receiver may sustain, incur or suffer or be put to or become liable for by reason of or by consequences of any breach of representation, warranties hereof or any action or omission hereunder, including but not limited to the following:</p> <p>27.1.1. Any failure in complying with all applicable legislation, statutes, ordinance, regulations, administrative rulings of requirements of law</p> <p>27.1.2. Any third party claim for damages, injury etc pursuant to any act or omission of The Service Provider/ their employees, during discharge of their obligations hereinabove given</p> <p>27.1.3. Any deficiency in service on part of The Service Provider or any matter arising there from.</p> <p>27.1.4. Any action or claim that may be made or initiated against The Service Receiver by any third parties alleging infringement of their intellectual property rights basing on the information, data, material and other assistance provided by The Service Provider to The Service Receiver and its usage by The Service Provider in provision of its services hereunder</p> <p>t</p>	<p>27.1. The Service Provider doth hereby agree to indemnify and hold The Service Receiver save and harmless, and indemnified thereafter from and against all losses, damages, charges and expenses including <u>reasonable</u> attorney fees The Service Receiver may sustain, incur or suffer or be put to or become liable for by reason of <del>or by consequences of any breach of representation, warranties hereof or any action or omission hereunder, including but not limited to the following:</del></p> <p><del>27.1.1. Any failure in complying with all applicable legislation, statutes, ordinance, regulations, administrative rulings of requirements of law</del></p> <p><del>27.1.2. Any third party claim for damages, injury etc pursuant to any act or omission of The Service Provider/ their employees, during discharge of their obligations hereinabove given</del></p> <p><del>27.1.3. Any deficiency in service on part of The Service Provider or any matter arising there from.</del></p> <p>27.1.4. Any action or claim that may be made or initiated against The Service Receiver by any third parties alleging infringement of their intellectual property rights basing on the information, data, material and other assistance provided by The Service Provider to The Service Receiver and its usage by The Service Provider in provision of its services hereunder.</p>	<p>We stand by our original clause.</p> <p>We stand by our original clause.</p> <p>We stand by our original clause.</p> <p>We stand by our original clause.</p> <p>There is no difference between clause and suggestion.</p>
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27.2.The Service Provider shall also not make any statements or admissions with respect any claims without obtaining the prior written permission of The Service Receiver.

Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Purchaser's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Purchaser of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Purchaser and the infringement relates to or arises from such Purchaser materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to Purchaser if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder ; or (v) use of a superseded release of some or all of the Deliverables or Purchaser's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder .

In the event that Purchaser is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Purchaser under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i)

This shall be deliberated post selection of participant.

We stand by our original clause.

			<p>procure for Purchaser the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Purchaser the fees effectively paid for that Deliverable by the Purchaser subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Purchaser in matters related to infringement of third party intellectual property rights.</p>	
		<p>27.3.The Service Provider hereby agrees and undertakes to indemnify and hold, harmless and indemnified The Service Receiver against its failure to credit the account of The Service Receiver of the amounts collected by it through this Service within one working day and furnishing the requisite information to The Service Receiver in the predetermined format. The Service Provider further agrees to keep The Service Receiver indemnified against claims of any nature from The Service Receiver customer/s or their successors/assigns, for any gross negligence on the Service Provider's part in provision of the agreed services. Any failure or delay on part of The Service Provider in provision of Services referred to herein should have arisen due to reasons attributable to The Service Provider except for those which shall be due to happening of any event of Force Majeure.</p>	<p>Purchaser shall not be entitled to seek any indemnification from the bidder unless Purchaser provides the bidder with (i) prompt written notice of any claim, demand or action for which Purchaser is seeking or may seek indemnification hereunder and gives the bidder the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the bidder in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the bidder, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing.</p>	<p>We stand by our original clause.</p>

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The Purchaser warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.

This shall be deliberated post selection of participant.

27.2.The Service Provider shall also not make any statements or admissions with respect any claims without obtaining the prior written permission of The Service Receiver.

We stand by our original clause.

~~27.3.The Service Provider hereby agrees and undertakes to indemnify and hold, harmless and indemnified The Service Receiver against its failure to credit the account of The Service Receiver of the amounts collected by it through this Service within one working day and furnishing the requisite information to The Service Receiver in the predetermined format. The Service Provider further agrees to keep The Service Receiver indemnified against claims of any nature from The Service Receiver customer/s or their successors/assigns, for any gross negligence on the Service Provider's part in provision of the agreed services. Any failure or delay on part of The Service Provider in provision of Services referred to herein should have arisen due to reasons attributable to The Service Provider except for those which shall be due to happening of any event of Force Majeure or due to any delay by the Service Receiver or its employees, agents, other contractors etc.~~

We stand by our original clause.

40	21	28. SURVIVAL, Agreement	The provisions relating to indemnity and confidentiality shall remain in full force even after the expiry or termination of this agreement.	The provisions relating to indemnity and confidentiality shall remain in full force <del>even for a</del> <u>period of 2 years</u> after the expiry or termination of this agreement.	We stand by our original clause.
41	22	29. OUTSOURCING, Agreement	The Service Provider shall not outsource any/or part of the processes under the scope of agreement, to any third party. All or any of the terms and conditions and the duration of the contract may be changed as per the outsourcing guidelines or other relevant regulations issued by IRDAI time to time. In case of any change in the regulations of IRDAI or any other Statutory Authority, this agreement shall be changed / modified in consonance with such regulatory requirements. In case the agreement per se needs to be scrapped / terminated, the agreement shall automatically stand terminated without any cost to either party.	The Service Provider shall not outsource any/or part of the processes under the scope of agreement, to any third party. All or any of the terms and conditions and the duration of the contract may be changed as per the outsourcing guidelines or other relevant regulations issued by IRDAI time to time. In case of any change in the regulations of IRDAI or any other Statutory Authority, this agreement shall be changed / modified in consonance with such regulatory requirements <u>and with respect to the cost and timelines also and contract shall accordingly be amended.</u> In case the agreement per se needs to be scrapped / terminated, the agreement shall automatically stand terminated <del>without any cost to either party</del> <u>however the Service Receiver shall pay the following amounts to the Service Provider:</u>	<p>This shall be deliberated post selection of participant.</p>

				<p><u>a) The Contract Price, properly attributable to the parts of the system/project executed by the Service Provider as of the date of termination including also the work in progress, up to the date of termination. The term “work in progress” shall include but not limited to the value of deliverables/Product meant for delivery to the purchaser (i) for which service delivery process was initiated by the Service Provider or its participant prior to the date of notice of termination of Contract; or (ii) order was placed by the Service Provider on its participants, prior to the date of notice of termination.</u></p>	<p>This shall be deliberated post selection of participant.</p>
				<p><u>b) The cost of satisfying all other obligations, commitments and claims that the Service Provider may in good faith have undertaken with third parties in connection with the contract.</u></p>	<p>This shall be deliberated post selection of participant.</p>
				<p><u>c) The cost of all the material, hardware, equipments, and manpower etc, purchased and/or employed by the Service Provider for performing its obligations under the Contract.</u></p>	<p>This shall be deliberated post selection of participant.</p>
				<p><u>d) The cost of removing all Service Provider’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.</u></p>	<p>This shall be deliberated post selection of participant.</p>
				<p><u>e) The cost of meeting any other obligations towards the Service Receiver due to such termination.</u></p>	<p>This shall be deliberated post selection of participant.</p>
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42	22	31. LIMITATION OF LIABILITY, Agreement	The Service Provider shall not be liable to The Service Receiver for any indirect, unforeseen and consequential damages and The Service Receiver shall not be liable to The Service Provider for any indirect, unforeseen and consequential damages.	The Service Provider shall not be liable to The Service Receiver for any indirect, <u>incidental, punitive, exemplary, special, unforeseen and consequential damages (including loss of profits or future profits, loss of revenue, loss of data, lots of goodwill or reputation)</u> and The Service Receiver shall not be liable to The Service Provider for any indirect, unforeseen and consequential damages.	We stand by our original clause.
				<u>The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total amount paid to Service Provider by the Service Receiver in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose);</u>	Not acceptable.



				<p><u>Service Provider shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Service Receiver or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Service Receiver, then Service Provider shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Service Receiver. Such failures or delays shall be brought to the notice of the Service Receiver and subject to mutual agreement with the Service Receiver, then Service Provider shall take such actions as may be necessary to correct or remedy the failures or delays. Service Provider shall be entitled to invoice the Service Receiver for additional costs incurred in connection with correction or remedy as above at time &amp; material rate card as agreed upon between the parties.</u></p>	<p>We stand by our original clause.</p>
43	22	32. ARBITRATION, Agreement	32.5.In case any dispute has been referred to the arbitrator, the payment due to The Service	32.5.In case any dispute has been referred to the arbitrator, the <del>payment due to The Service</del>	

			Provider from The Service Receiver shall be kept in suspense by The Service Receiver till the final award on the dispute is received. The 30 days' time frame for payment settlement shall not be applicable till the final award from the Arbitrator	<del>Provider from The Service Receiver</del> <u>disputed payment only</u> shall be kept in suspense by The Service Receiver till the final award on the dispute is received. <del>The 30 days' time frame for payment settlement shall not be applicable till the final award from the Arbitrator</del>	We stand by our original clause.
44					
45	25	Annexure – I, Agreement	Prices mentioned above are exclusive of applicable taxes	Prices mentioned above are exclusive of applicable taxes	
				<u>Service Provider shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Service Provider.</u>	This shall be deliberated post selection of participant.
46	02-Mar	4. LIQUIDATED DAMAGES FOR NOT MEETING DESIRED SERVICE STANDARDS AND QUALITY, SLA	4.1.3. The liquidated damages will be applicable during the tenure of the empanelment and beyond  4.1.4. The Service Receiver will have the right to seek reimbursement at any time even after the expiry of the period of empanelment for any financial loss and / or reputation loss suffered on account of error (s) committed by The Service Provider or work done by The Service Provider during the currency of the empanelment/Master Agreement/SLA whichever is later in contravention of procedure prescribed by The Service Receiver	4.1.3. The liquidated damages will be applicable during the tenure of the empanelment <del>and beyond</del>	We stand by our original clause.
				<del>4.1.4. The Service Receiver will have the right to seek reimbursement at any time even after the expiry of the period of empanelment for any financial loss and / or reputation loss suffered on account of error (s) committed by The Service Provider or work done by The Service Provider during the currency of the empanelment/Master Agreement/SLA whichever is later in contravention of procedure prescribed by The Service Receiver</del>	
					We stand by our original clause.

			<p>4.1.6. Notwithstanding anything contained in master agreement, the liquidated damages payable by The Service Provider shall not exceed the cumulative amount paid/payable over Twelve (12) Months immediately preceding the month in which the penalty(ies) is applied. During the first 12 months of the empanelment, the Service Receiver reserves the right to recover the penalties from future amount payable for providing the services.</p>	<p>4.1.6. Notwithstanding anything contained in master agreement, the liquidated damages payable by The Service Provider shall not exceed <u>10% of the contract value</u> <del>the cumulative amount paid/payable over Twelve (12) Months immediately preceding the month in which the penalty(ies) is applied. During the first 12 months of the empanelment, the Service Receiver reserves the right to recover the penalties from future amount payable for providing the services.</del></p>	
			<p>4.2. Any information that The Service Provider generates/ collects as a part of the services being provided, is extremely confidential and The Service Provider shall not disclose, part with, use or store the said data in any manner contrary to written instructions issued by The Service Receiver from time to time. In case such information is lost or leaked out to any person or persons willfully or even by oversight; The Service Provider shall be responsible for token liquidated damages to the tune of Rs 1,00,000 (Rupees One Lakh) besides other legal consequences.</p>	<p>4.2. Any information that The Service Provider generates/ collects as a part of the services being provided, is extremely confidential and <del>The Service Provider shall not disclose, part with, use or store the said data in any manner contrary to written instructions issued by The Service Receiver from time to time. In case such information is lost or leaked out to any person or persons willfully or even by oversight; The Service Provider shall be responsible for token liquidated damages to the tune of Rs 1,00,000 (Rupees One Lakh) besides other legal consequences.</del></p>	
					<p>We stand by our original clause.</p>
					<p>We stand by our original clause.</p>

		<p>4.3. Independent audit/assessment can be taken up by The Service Receiver's Information Security Team or Internal Audit Department or by another independent auditor appointed by The Service Receiver. If the compliance score of The Service Provider in the audit is found less than 90%, The Service Provider shall be subjected to a penalty of up to 5% of the annual billing amount, due to the non adherence to The Service Receiver's information security requirements.</p>	<p><del>4.3. Independent audit/assessment can be taken up by The Service Receiver's Information Security Team or Internal Audit Department or by another independent auditor appointed by The Service Receiver. If the compliance score of The Service Provider in the audit is found less than 90%, The Service Provider shall be subjected to a penalty of up to 5% of the annual billing amount, due to the non adherence to The Service Receiver's information security requirements.</del></p>	<p>We stand by our original clause.</p>
		<p>4.4. The Service Provider shall be liable to pay a penalty of Rs 10,000.00 per day on each default as mentioned below: 4.4.1. there is a failure on the part of The Service Provider to comply with the terms and conditions of master agreement excluding Force Major situations covered above, or 4.4.2. there is a breach of any of the terms and conditions of the Master agreement on the part of The Service Provider or 4.4.3. if The Service Provider is not carrying out the activities as mentioned in Scope of Work due to negligence on the part of The Service Provider and its employees or otherwise, excluding Force Majeure situations as covered in master agreement</p>	<p><del>4.4. The Service Provider shall be liable to pay a penalty of Rs 10,000.00 per day on each default as mentioned below: 4.4.1. there is a failure on the part of The Service Provider to comply with the terms and conditions of master agreement excluding Force Major situations covered above, or 4.4.2. there is a breach of any of the terms and conditions of the Master agreement on the part of The Service Provider or 4.4.3. if The Service Provider is not carrying out the activities as mentioned in Scope of Work due to negligence on the part of The Service Provider and its employees or otherwise, excluding Force Majeure situations as covered in master agreement</del></p>	<p>We stand by our original clause.</p>