

Response to the pre-EOI queries with reference to EOI No. SEBI/IMSS/2021/06/01 - Expression of Interest (EOI) for Implementation of Data Analytics and Building of Data Models in SEBI

Sr. No	Company name	Reference to query	EOI Section	EOI Page No.	Existing Clause	Clarification Sought	SEBI's Response
1	KX	Email dated June 24, 2021	Annexure - VI (Terms of Reference)	24	Terms of Reference	We are in the midst of preparing our response as well as compiling our questions. However, we would like to clarify one thing quickly before we submit the aforementioned - may we check what Cloud provider has SEBI engaged with for your private Cloud?	SEBI has an on-premise private cloud built and handled by NTT Data. The underlying orchestration is VMWare.
2	Think360	Email dated June 28, 2021	SECTION V – Bidder's Eligibility Criteria	8	The bidder should fulfill one of the following criteria in respect of past experience of having successfully completed similar projects of analytical model development (preferably for a Regulatory body or a Banking /Financial Institution) over the last seven years i.e. current financial year and the last seven financial years: Two similar completed projects costing not less than the amount equal to Rs. 14 Crore each.	We would request you to create further exemption on the project value for start-ups. Kindly modify the clause as under - One similar completed project costing not less than the amount equal to Rs. 2.00 Crore each.	The eligibility criteria is as per SEBI's procurement manual.

					OR One similar completed project costing not less than the amount equal to Rs. 17.5 Crore each.		
3	Think360	Email dated June 28, 2021	SECTION V – Bidder's Eligibility Criteria	8	As defined by Department of Policy & Promotion (DIPP) an entity shall be considered as a 'start-up'- a) Up to five years from the date of its incorporation/registration, b) If its turnover for any of the financial years has not exceeded Rs 25 (Rupees Twenty five) crore c) It is working towards innovation, development, deployment or commercialization of new products,	Please note that the definition of a start-up have been changed by DIPP. As per the Startup India Action Plan, the eligibility criteria for start-up recognition is as under- 1. An entity shall be considered as a startup up to 10 years from the date of its incorporation Kindly change the clause as per the new definition. You can refer the below link for more details - https://www.startupindia.gov.in/content/sih/en/startupgov/startup-recognition-page.html	Please refer to the corrigendum dated July 12, 2021

					<p>processes or services driven by technology or intellectual property; d) Provided further that in order to obtain benefits a start-up so identified under the above definition shall be required to obtain a certificate of an eligible business from the Inter-Ministerial Board of Certification.</p>		
4	Decimal Point Innovative Research Solutions	Email dated June 30, 2021	SECTION V – Bidder's Eligibility Criteria	8	<p>As defined by Department of Policy & Promotion (DIPP) an entity shall be considered as a 'start-up'-a) Up to five years from the date of its incorporation/registration, b) If its turnover for any of the financial years has not exceeded Rs 25 (Rupees Twenty five) crore. It is working towards innovation, development, deployment or commercialization of new products, processes or services driven by</p>	<p>We request you to at least allow us to compete till the demo stage, where you can see actually our abilities in action. All we ask you is – <u>Kindly add SMEs to the same category as Startups in your eligibility criteria.</u> Hence, keeping in mind the attached Gazette Notification dated 01-June-2020 and the attached MSME Policy dated 10-March-2016, DPA should be allowed to participate in this bidding, and should not be penalized on the turnover related criteria.</p>	<p>The eligibility criteria is as per SEBI's procurement manual.</p>

					technology or intellectual property;d) Provided further that in order to obtain benefits a start-up so identified under the above definition shall be required to obtain a certificate of an eligible business from the Inter-Ministerial Board of Certification.		
5	PwC India Private Limited	Email dated July 05, 2021	SECTION VII – Evaluation of EOI	12	EOI Evaluation Criteria - Certificate from HR that these resources with required qualifications are on full time rolls of the Bidder	Need more clarity on the format of these Certificates from HR ?	It is clarified that this is a self-declaration from the bidder's HR team that the resources with required qualifications are on full time rolls of the Bidder
6	PwC India Private Limited	Email dated July 05, 2021	SECTION VII – Evaluation of EOI	12	EOI Evaluation Criteria - Certificate from HR that these resources with relevant experience are on full time rolls of the Bidder	Need more clarity on the format of these Certificates from HR ?	It is clarified that this is a self-declaration from the bidder's HR team that the resources with relevant experience are on full time rolls of the Bidder

7	PwC India Private Limited	Email dated July 05, 2021	SECTION V – Bidder's Eligibility Criteria	6	Details on similar projects of analytical model development (preferably for a Regulatory body or a Banking /Financial Institution) over the last seven years i.e. current financial year and the last seven financial years:	For Eligibility Criteria #2 while providing the past experience projects is it mandatory to specify projects from Regulatory body or a Banking /Financial Institution ? Can analytical projects from other domains be specified?	It is not mandatory to submit projects from Regulatory body or a Banking/Financial Institution. Projects from other domains can also be submitted subject to meeting the complexity and size of the projects as mentioned in the EOI (Section V)
8	PwC India Private Limited	Email dated July 05, 2021	SECTION V – Bidder's Eligibility Criteria	6	The bidder should fulfill one of the following criteria in respect of past experience of having successfully completed similar projects over the last seven years i.e. current financial year and the last seven financial years: Three similar completed projects costing not less than Rs. 14 Crore each OR Two similar completed projects costing not less than Rs. 17.5 Crore each OR One similar completed project costing not less than Rs. 28 Crore each	Regarding similar projects, do the project need to be completed projects or projects which are currently under support phase or under development will also be considered.	As mentioned in the EOI, only completed projects shall be considered for eligibility.

9	PwC India Private Limited	Email dated July 05, 2021	SECTION V – Bidder's Eligibility Criteria	6	Details on similar projects of analytical model development (preferably for a Regulatory body or a Banking /Financial Institution) over the last seven years i.e. current financial year and the last seven financial years:	To meet the eligibility of the contract value, can we submit multiple orders (might include multiple PO's or SOWs) from the same client which are executed in succession?	Please refer to the corrigendum dated July 12, 2021
10	PwC India Private Limited	Email dated July 05, 2021	SECTION V – Bidder's Eligibility Criteria	6	Details on similar projects of analytical model development (preferably for a Regulatory body or a Banking /Financial Institution) over the last seven years i.e. current financial year and the last seven financial years:	Would Projects with Data and Analytics transformation (where data management initiatives drive part of the contract value) be eligible for submission?	Yes.
11	PwC India Private Limited	Email dated July 05, 2021	Annexure IV - Project Details	22	Details of project undertaken in financial institution/ Stock Exchange/ Regulatory authority in India or internationally (Attach Copy of Purchase orders/ any documentary evidence)	Rather than PO and SOW for the projects executed - Can a written self-declaration from PwC Partner/HR on behalf of client specifying the contract value and duration be acceptable?	No. PO/Contract submission is mandatory. However, the bidders may mask the confidential information.

12	PwC India Private Limited	Email dated July 05, 2021	SECTION V – Bidder's Eligibility Criteria	6	Details on similar projects of analytical model development (preferably for a Regulatory body or a Banking /Financial Institution) over the last seven years i.e. current financial year and the last seven financial years:	Will the project citations provided from PwC Network Firms be eligible for submissions? PwC network firm is a different entity of PwC across other countries like PwC US, PwC UK etc. which are different legal entities from PwC India.	Please refer to the corrigendum dated July 12, 2021
13	PwC India Private Limited	Email dated July 05, 2021	SECTION VII – Evaluation of EOI	12	EOI Evaluation Criteria - Certificate from HR that these resources with required qualifications are on full time rolls of the Bidder	Do we need certificates for technical expertise (e.g.: R, Python etc.) from external agencies? Or candidate profiles and PwC HR team certificates confirming the same would suffice? Please confirm.	1. Certificate from PwC HR confirming that the resources with certification in required technical expertise are on full time rolls of PwC. 2. The certificate for technical expertise may be internal or external.
14	PwC India Private Limited	Email dated July 05, 2021	Annexure III – Bidder's information details	20	3. Past Experience of projects of similar nature (Implementation of analytical models/AI/ML models) – No of projects 4. Past Experience in carrying out projects in financial sector – No of projects 5. Past Experience in carrying out projects in India – No of projects	1) Does point 3 refer to count of AI/ML projects irrespective of domain or is it regulatory/banking and FS only ? 2) Does point 5 refer to count of projects irrespective of domain and nature of project carried out in India? 3) Do you need approx count of projects executed by the bidder in past 7 years ? or just the number of projects that would be provided in Annexure IV for EOI submission?	1. Yes 2. Yes 3. Approximate count of the no.of projects executed by the bidders is to be provided. Please refer to corrigendum dated July 12, 2021.

15	PwC India Private Limited	Email dated July 05, 2021	Annexure III – Bidder's information details	21	8. Net profit of the bidder (In Rupee Crores) in each of the last 3 financial years: 9. Annual turnover of the bidder (in Rupee Crores) in each of the last 3 financial years	Since Financial statements for current FY 20-21 is not yet available, is it okay to provide signed financial self declarations for FY 17-18, FY 18-19, & FY 19-20 instead of FY 18-19, FY 19-20 & FY 20-21	Bidder can submit the self-declarations for the previous three financial years, in case the financial statements for FY 2020-21 are not available.
16	PwC India Private Limited	Email dated July 05, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Master Service Agreement	We understand that the EOI process does not create any contractual obligations and hence the MSA should be treated as an indicative agreement which will be signed at a later stage post RFP based finalization. Please let us know if otherwise. Also, we understand that at this EOI stage, bidders will not be contractually obligated to bid for the RFP as well and deliver the scope as specified in the ToR document. Please let us know if otherwise.	Please refer to the corrigendum dated July 12, 2021
17	PwC Private Limited	Email dated July 05, 2021	Section VI - EOI Submission Process	10	EOI Submission	Is there an alternative to physical submission of the EOI ? Can it be submitted via e-mail ?	EOI response must be submitted in hard copy only.
18	KPMG India Services LLP	Email dated July 05, 2021	SECTION V – Bidder's Eligibility Criteria	6	Past relevant experience	Can we include consulting projects in the same? Are finance risk related models included as part of analytical model	Consulting projects will not be considered. Only implementation based projects will be admissible.
19	KPMG India Services LLP	Email dated July 05, 2021	SECTION V – Bidder's Eligibility Criteria	6	Past relevant experience	Kindly allow non-banking clients as well.	It is not mandatory to submit projects from Regulatory body or a Banking/Financial Institution. Projects from other domains can also be

							submitted subject to meeting the complexity and size of the projects as mentioned in the EOI (Section V)
20	KPMG India Services LLP	Email dated July 05, 2021	SECTION V – Bidder's Eligibility Criteria	6	Past relevant experience	Are global credentials allowed?	Please refer to the corrigendum dated July 12, 2021
21	KPMG India Services LLP	Email dated July 05, 2021	SECTION V – Bidder's Eligibility Criteria	6	Past relevant experience	Request to consider the below: Three similar completed projects costing not less than Rs. 1 Crore each. OR • Two similar completed projects costing not less than Rs. 2 Crore each. OR • One similar completed project costing not less than Rs. 5 Crore	The eligibility criteria is as per SEBI's procurement manual.

22	KPMG India Services LLP	Email dated July 05, 2021	-	General Query	General Query	Is Sub-contracting / Consortium allowed?	1. Sub-contracting is allowed. The terms of sub-contracting will be elaborated in the terms and conditions of RFP.2. In case of consortium bid with Bidder, the Bidder must submit a letter from members of the consortium confirming their participation in the EOI and agreeing to the terms and conditions of the EOI.
23	Innefu Labs Private Limited	Email dated July 06, 2021	SECTION V – Bidder's Eligibility Criteria	6	Past relevant experience	<p>1. Bidder's Eligibility Criteria- We request you to consider the experience of the firms of developing AI/ML based Big Data Analytics solutions and having implemented min 3 projects in any Intelligence Agencies/ Defense/Paramilitary/LEAs/Financial Investigation Agencies.</p> <p>2. Turnover- We request you to grant relaxation in the Turnover clause for Indian OEMs under Make In India Policy</p>	<p>1. It is not mandatory to submit projects from Regulatory body or a Banking/Financial Institution. Projects from other domains can also be submitted subject to meeting the complexity and size of the projects as mentioned in the EOI (Section V)</p> <p>2. The eligibility criteria is as per SEBI's procurement manual.</p>

24	Capgemini India	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	24	Terms of Reference	Will there be a need of handling the structured data from MAPR landing area to consumption layer & analytics sandbox?	Yes.
25	Capgemini India	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	24	Terms of Reference	Unstructured data: Is the ICR/OCR solution in place? Will there be a need of handling unstructured data from landing area to consumption layer and analytics sandbox for the usecases or the data will be made available in analytics sandbox	Selected bidder has to handle the unstructured data from the landing area.
26	Capgemini India	Email dated July 06, 2021	Section VIII - Terms & Conditions		General Query	We consider that we will be allowed to submit deviations if any at the time of the RFP Proposal	As per GFR 2017, no deviations are permitted while submission of RFP proposal. However, non-material clauses in the agreement will be discussed with the selected bidder before signing the contract.
27	Capgemini India	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	24	Terms of Reference	There was a requirement in Datalake RFP for “Capability to support integrated text analytics with support of multiple languages majorly English and Hindi”. Is this expected to support in these usecases – while comparing unstructured documents?	Yes.
28	Capgemini India	Email dated July 06, 2021	Section II - Schedule of Events			Would request you to please help provide an extension for submission of EOI response by atleast 2 weeks.	Please refer to the corrigendum dated July 12, 2021

29	Capgemini India	Email dated July 06, 2021	Annexure - VI (Terms of Reference)			Whether offshore resources would be allowed to work in present scenario.	Yes.
30	NEC Corporation India Pvt. Ltd.	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	24	Terms of Reference (DWBIS)	Clarification - We assume the source for the Analytical models are both the Data Lake and the DWBIS?	Yes.
31	NEC Corporation India Pvt. Ltd.	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	24	Terms of Reference (IMSS)	Confirming this is the tool? https://www.sparklinglogic.com/smarts-decision-manager/	No. SEBI uses NASDAQ SMARTS (Market Abuse Trade Surveillance)
32	NEC Corporation India Pvt. Ltd.	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	24	Terms of Reference (Finding Abnormal trading behavior through Trading Pattern Analysis at Member Level and Client Level)	What is the size (Volume & Velocity) of the dataset, on which we have to establish this pattern?	The dataset generates 3 billion records per day and is expected to grow further with time. The dataset is updated on a daily basis.
33	NEC Corporation India Pvt. Ltd.	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	24	Terms of Reference (Connection Database)	Will it sit on top of Data Lake?	Yes
34	Decimal Point Innovative Research Solutions	Email dated July 06, 2021	SECTION VII – Evaluation of EOI	12	Certified professionals possessing skills in R (or) Python (or) any other skillset related to AI/ML model development	Apart from R and Python, is there is any specific skillset that SEBI is looking at? Also, is it ok if resources the requisite skills in R and Python or do they need to have a certification?	The evaluation is based on certified professionals having skills in R/Python and experience in data science/AI/ML tools.

35	Decimal Point Innovative Research Solutions	Email dated July 06, 2021	SECTION VII – Evaluation of EOI	12	Relevant experience related to Technical and Domain	Is there any requirement for minimum no. of years of relevant experience needed? Also, for how many minimum no. of resources should this information be provided by the Bidder?	1. There is no requirement for minimum number of years of experience for the resources for evaluation of EOI. 2. Yes
36	Decimal Point Innovative Research Solutions	Email dated July 06, 2021	SECTION VII – Evaluation of EOI	12	Presentation to TEC	Should the presentation be submitted alongwith the EOI? OR Presented to the TEC in-person on a specified date? When will the presentation take place?	No. There will be a presentation (through Video Conferencing) post submission of bids. There is no need to submit a hard copy of the presentation. Date of the presentation will be intimated subsequently.
37	Decimal Point Innovative Research Solutions	Email dated July 06, 2021	SECTION V – Bidder's Eligibility Criteria	8		According to the Gazette Notification dated 01-June-2020 and the MSME Policy dated 10-March-2016 by the MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, a MSME can be given a Start-up status. What is SEBI's stand on this?	The eligibility criteria is as per SEBI's procurement manual.
38	Decimal Point Innovative Research Solutions	Email dated July 06, 2021	Section VIII - Terms & Conditions	14	The Bidders shall be deemed to license, and grant all rights to SEBI, to reproduce the whole or any portion of their product/solution for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/or use the contents	Does this mean that SEBI can disclose product / solution / client details of one Bidder to another?	Please refer to the corrigendum dated July 12, 2021

					of submission as the basis for EOI process		
39	DXC Technology	Email dated July 06, 2021	SECTION VII – Evaluation of EOI	12	Tool Deployed	Is the bidder expected to propose a solution/tool compatible with technical solution of existing data lake (if any)	<p>1. Bidder is not expected to propose any solution along with the EOI submission.</p> <p>2. Presentation shall cover the past projects executed by the bidder (including the methodology and approach, adherence to agreed timelines, team sizes and tools deployed and outcome of the projects).</p>
40	DXC Technology	Email dated July 06, 2021	Section III - Background	4	As a pre-cursor to this project, a Data Lake with an Analytics platform has been set up by SEBI. The Bidder is expected to build analytical models including AI/ML.	Is it right to assume that existing data lake has all the data already available required to build all data/machine learning models? Please specify if the scope also includes ingestion/ transformation of additional data required for building machine learning models. Also as per the scope listed in Annexure VI- all the required data sources, data elements as per the model 's requirements - already available in the Data Lake/ DWBIS ? Please confirm	Existing data lake has the requisite data to build the models. However, there are other sources of data including filing documents, registration forms, other SEBI databases, social media etc. which may require ingestion/transforma

							tion of additional data, and the same is a part of the detailed scope. Detailed scope of work will be shared with the bidders shortlisted for RFP.
41	DXC Technology	Email dated July 06, 2021	Section III - Background	4	Further, Bidder will also build custom applications as per SEBI's requirements	What type of custom applications are in scope and how many?	Please refer to Terms of Reference (TOR) (Annexure - VI)
42	DXC Technology	Email dated July 06, 2021	Section IV- Scope of Work	5	Analytical Model development and enhancement should be inclusive but not limited to the following category i. Deterministic/Rule based models ii. Textual analytics iii. ML based models	Please share how many such models already exists (in context of enhancements) and levergaing what technology components. Please share count of models to be developed and enhanced under each category- does the Annexure VI covers all ?	Annexure - VI covers the complete list of models to be developed. However, the detailed scope of work related to these models will be shared with the bidders shortlisted for RFP.

43	DXC Technology	Email dated July 06, 2021	Section IV- Scope of Work	5	This includes developing new models, implementing analytics project, enhancement of a model(s) in terms of adding new data sources in existing models, etc	Please specify the technical details of existing models and list of additional data sources to be added to existing models	Additional data sources are SEBI website, filing documents, registration forms, other SEBI databases, social media, etc. Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.
44	DXC Technology	Email dated July 06, 2021	SECTION VII – Evaluation of EOI	12	Presentation - Outcomes of Project	Are success stories to be presented here ? Please elaborate the requirement	Presentation shall cover the past projects executed by the bidder (including the methodology and approach, adherence to agreed timelines, team sizes and tools deployed and outcome of the projects).
45	DXC Technology	Email dated July 06, 2021	SECTION VII – Evaluation of EOI	12	Relevant experience Technical – 10 marks	What is expected in Technical experience marking- please give category of marking as 10/8/6.... Meeting an example technical qualifications	Bidders are expected to certify that they have sufficient resources with relevant experience to implement the project.

46	DXC Technology	Email dated July 06, 2021	SECTION VII – Evaluation of EOI	12	Domain (Finance/ Regulatory) – 10 marks	If the resources are from other domains apart from Finance/ regulatory- how many marks shall be awarded	No marks shall be awarded for the resources without the specified domain experience.
47	DXC Technology	Email dated July 06, 2021	SECTION VII – Evaluation of EOI	12	No. of certified professionals possessing skills in R (or) Python (or) any other skillset related to AI/ML model development. More than 30 professionals – 10 marks 20-30 professionals – 7.5 marks 10-20 professionals – 5 marks 1-10 professionals – 2.5 marks	Can Certification be relaxed to only 5 resources - not all 30 resources shall be certified	Marks shall be awarded based on the no.of certified resources submitted by the bidder.

48	DXC Technology	Email dated July 06, 2021	SECTION V – Bidder's Eligibility Criteria	6 Bidder should fulfill one of the following criteria in respect of past experience of having successfully completed similar projects of analytical model development(preferably for a Regulatory body or a Banking /Financial Institution) over the last seven years i.e. current financial year and the last seven financial years:Three similar completed projects costing not less than Rs. 14 Crore each.ORTwo similar completed projects costing not less than Rs. 17.5 Crore each.OROne similar completed project costing not less than Rs. 28 Crore each.	Is it right to assume that project scope and size would include overall project scope and size in the area of data analytis; Generally AI/ ML is a subset of overall project scope and size and contirbutes towards the same	This is an analytics project where the dominant component is analytics. We expect the other components to be incidental and minimal. Bidders are expected to submit the bids accordingly.
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49	IDBI Intech Ltd.	Email dated July 06, 2021	SECTION V – Bidder's Eligibility Criteria	6		<p>Past Experience:</p> <p>1. We have experience in implementing Anti Money Laundering solution for Banks, where we have implemented rule based models. Will this experience considered for this clause.</p> <p>2. Also request to reduce the Purchase order value as follows: THREE Similar Projects costing not less than 7.5 Crores each TWO Similar Projects costing not less than 10 Crores each ONE Similar Projects costing not less than 15 Crores each</p>	<p>1. Yes</p> <p>2. The eligibility criteria is as per SEBI's procurement manual.</p>
50	IDBI Intech Ltd.	Email dated July 06, 2021	-	General Query		Request to allow Consortium (Bidder along with OEM) to bid for the EOI	In case of consortium bid with Bidder, the Bidder must submit a letter from members of the consortium confirming their participation in the EOI and agreeing to the terms and conditions of the EOI.
51	IDBI Intech Ltd.	Email dated July 06, 2021	SECTION VII – Evaluation of EOI	11		<p>Request to allow Bidder and OEM consortium and amend the clause as follows:</p> <p>Past experience of the Bidder/ OEM in implementation of Analytical models/ AI/ML models, preferably in regulatory body or a banking / financial Institutions</p>	Bidder experience is applicable. OEM experience is NOT sought

52	IDBI Intech Ltd.	Email dated July 06, 2021	SECTION VII – Evaluation of EOI	11		Request to allow Bidder and OEM consortium and amend the clause as follows: Past experience of the Bidder/ OEM in implementation of Analytical models/ AI/ML models, as per eligibility criteria #2.	Bidder experience is applicable. OEM experience is NOT sought
53	IDBI Intech Ltd.	Email dated July 06, 2021	SECTION VII – Evaluation of EOI	11		Request to amend the clause as follows: Additional 2 projects of similar nature (Completed or Work in progress) with Project cost not less than 2 crore Project in finance / government/ regulatory domains - 17.5 each	The eligibility criteria is as per SEBI's procurement manual.
54	Wipro Limited	Email dated July 06, 2021	SECTION V – Bidder's Eligibility Criteria	6	The bidder should fulfill one of the following criteria in respect of past experience of having successfully completed similar projects of analytical model development (preferably for a Regulatory body or a Banking /Financial Institution) over the last seven years i.e. current financial year and the last seven financial years: (Submission to be made in Annexure IV) - Details of project undertaken in financial institution/ Stock Exchange/ Regulatory	We request SEBI to relax this condition. Allow SI to submit Company Secretary letter/Self declaration letter instead of Customer PO - for both India and Global references	Not Acceptable

					authority in India or internationally (Attach Copy of Purchase orders/ any documentary evidence) (One sheet for each Project should be submitted)		
55	Wipro Limited	Email dated July 06, 2021	SECTION V – Bidder's Eligibility Criteria	6	The bidder should fulfil one of the following criteria in respect of past experience of having successfully completed similar projects of analytical model development (preferably for a Regulatory body or a Banking /Financial Institution) over the last seven years i.e. current financial year and the last seven financial years: Three similar completed projects costing not less than Rs. 14 Crore each. OR	We assume that the cost of the project is the overall project cost which includes the analytics component scope	This is an analytics project where the dominant component is analytics. We expect the other components to be incidental and minimal. Bidders are expected to submit the bids accordingly.

					Two similar completed projects costing not less than Rs. 17.5 Crore each. OR One similar completed project costing not less than Rs. 28 Crore each.		
56	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	The following are the general terms and conditions proposed to be included in the Agreement. However, these terms and conditions are not exhaustive and SEBI reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary by SEBI. SEBI also reserves the right to add, delete, modify or alter all or any of these terms and conditions in any	The following are the general terms and conditions proposed to be included in the Agreement. However, these terms and conditions are not exhaustive and SEBI reserves the right to along with Solution Provider may agree to reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary by the parties SEBI . SEBI also reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, subject to any law of the land or directives issued by Government of India or the Central Vigilance Commission from time to time as the case may be.	Please refer to the corrigendum dated July 12, 2021

					manner, subject to any law of the land or directives issued by Government of India or the Central Vigilance Commission from time to time as the case may be.		
57	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	If any irregularity or any defect is detected anytime in respect of the above, SEBI shall have the right to take appropriate action against the Solution Provider, as deemed fit by SEBI.	If any irregularity or any defect is detected anytime in respect of the above, SEBI shall have the right to take appropriate action against the Solution Provider, in accordance with the terms of this agreement as deemed fit by SEBI.	Please refer to the corrigendum dated July 12, 2021
58	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	ii. The Solution Provider shall continue to work under the agreement during the arbitration proceedings unless otherwise directed by the Arbitrator or by SEBI in writing, or unless the matter is such that, in the opinion of the arbitrator/arbitrators, the works cannot	ii. The Solution Provider shall continue to work under the agreement during the arbitration proceedings subject to regularly receiving payments from SEBI , unless otherwise directed by the Arbitrator or by SEBI in writing, or unless the matter is such that, in the opinion of the arbitrator/arbitrators, the works cannot possibly be continued until the decision of the arbitrator/arbitrators, as the case may be, is obtained.	Please refer to the corrigendum dated July 12, 2021

					possibly be continued until the decision of the arbitrator/arbitrators, as the case may be, is obtained.		
59	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	ii. Any notice or other communications shall be deemed to have been validly delivered on date of delivery if hand-delivered; if sent by registered post or by reputed courier, then on the expiration of 7 (seven) days from the date of posting.	ii. Any notice or other communications shall be deemed to have been validly delivered on date of delivery if hand-delivered; if sent by registered post or by reputed courier, then on actual delivery thereof as evinced by the tracking report fully generated by indiapost or the courier company then on the expiration of 7 (seven) days from the date of posting.	Please refer to the corrigendum dated July 12, 2021
60	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	a. The Solution Provider shall be liable to indemnify SEBI, at its own cost and expenses, against all losses/damages, which SEBI may suffer on account of violation by the Solution Provider of any or all national/international trade laws, norms, standards, procedures	a. The Solution Provider shall be liable to indemnify SEBI, at its own cost and expenses, against all losses/damages, which SEBI may suffer on account of violation by the Solution Provider of any or all national/international trade laws, norms, standards, procedures etc. in relation to provision of services and deliverable under this Agreement.	Please refer to the corrigendum dated July 12, 2021

					etc. in relation to provision of services and deliverable under this Agreement.		
61	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	b. Each Party shall be solely responsible for and shall indemnify and keep SEBI, its employees, agents, officers and directors indemnified and harmless from and against all costs (including but not limited to litigation expenses and attorney's fees), expenses, losses, liabilities, fines, penalties, damages, claims, demands, actions or proceedings whatsoever for arising out :	b. Each Party shall be solely responsible for and shall indemnify and keep SEBI, its employees, agents, officers and directors indemnified and harmless from and against all third party claims & costs (including but not limited to litigation expenses and attorney's fees), expenses, losses, liabilities, fines, penalties, damages, claims, demands, actions or proceedings whatsoever for arising out :	Please refer to the corrigendum dated July 12, 2021
62	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	(iv) any claims arising out of breach of the terms and conditions of confidentiality, nondisclosure, non-solicitation and related terms and conditions.	(iv) any claims arising out of breach of the terms and conditions of confidentiality, nondisclosure (but excluding personal and sensitive data/information), non-solicitation and related terms and conditions.	Please refer to the corrigendum dated July 12, 2021

63	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	iii. The Solution Provider shall give SEBI all reasonable assistance required to perfect the foregoing rights to the Custom Software/customizations, including (but not limited to) directing its employees to execute all applications for patents, trademarks, and/or copyrights, domestic and foreign, assignments and other papers necessary to secure and enforce rights related to any Custom Software.	iii. The Solution Provider shall give SEBI all reasonable assistance required to perfect the foregoing rights to the Custom Software/customizations, including (but not limited to) directing its employees to execute all applications for patents, trademarks, and/or copyrights, domestic and foreign, assignments and other papers necessary to secure and enforce rights related to any Custom Software.	Please refer to the corrigendum dated July 12, 2021
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64	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	<p>v.To the extent that any Solution Provider Pre-Existing IP or a portion thereof is incorporated or contained in a Deliverable under this Agreement, the Solution Provider hereby grants to SEBI a fully paid-up, irrevocable, nonexclusive, license for non -commercial use throughout the territory of India to access, replicate and use any Solution Provider Pre-Existing I P (in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded) which are (a) embedded in the Systems; or (b) necessary for the proper utilization of the SEBI "Implementation of Data Analytics Projects and Building of Data Models at SEBI", provided by the Solution Provider, including all inventions, designs and marks,</p> <p>v.To the extent that any Solution Provider Pre-Existing IP or a portion thereof is incorporated or contained in a Deliverable under this Agreement, the Solution Provider hereby grants to SEBI a fully paid-up, irrevocable, nonexclusive, license for non -commercial use throughout the territory of India to access, replicate and use any Solution Provider Pre-Existing I P (in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded) which are (a) embedded in the Systems; or (b) necessary for the proper utilization of the SEBI "Implementation of Data Analytics Projects and Building of Data Models at SEBI", provided by the Solution Provider, including all inventions, designs and marks, embodied therein in perpetuity.</p>	Please refer to the corrigendum dated July 12, 2021
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					embodied therein in perpetuity.		
65	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	iii. In the event that the said Force Majeure event exceeds 15 (fifteen) days, SEBI shall have the option of terminating this Agreement upon reasonable advance written notice to the Solution Provider. However, the Solution Provider shall be entitled to receive payments for all services and deliverables rendered up to the date of the	iii. In the event that the said Force Majeure event exceeds 60 15 (sixtyfifteen) days, SEBI shall have the option of terminating this Agreement upon reasonable advance written notice to the Solution Provider. However, the Solution Provider shall be entitled to receive payments for all services and deliverables including work in progress and investments rendered up to the date of the termination of this Agreement.	Please refer to the corrigendum dated July 12, 2021

					termination of this Agreement.		
66	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	To be added	v. Nothing contained in the provision shall excuse SEBI from timely meeting its payment obligation, and the the Solution Provider shall be entitled to receive payments for all services and deliverables including work in progress and investments up to the date of the termination of this Agreement.	Please refer to the corrigendum dated July 12, 2021
67	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	The Solution Provider shall continue to work under the agreement during the reference to Expert Committee unless otherwise directed by the Expert Committee or by SEBI in writing, or unless the matter is such that the works cannot possibly be continued until the decision of the Expert Committee. is obtained.	The Solution Provider shall continue to work under the agreement during the reference to Expert Committee, subject to regularly receiving payment from SEBI, unless otherwise directed by the Expert Committee or by SEBI in writing, or unless the matter is such that the works cannot possibly be continued until the decision of the Expert Committee. is obtained.	Please refer to the corrigendum dated July 12, 2021

68	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	vi. The Services and Systems shall be provided in a good and workman like manner, in accordance with the applicable Technical Specifications and Acceptance Criteria and at least at the same level and with the same degree of accuracy, quality, completeness responsiveness and cost effectiveness which are consistent with good industry standards.	vi. The Services and Systems shall be provided in a good and workman like manner, in accordance with the applicable Technical Specifications and Acceptance Criteria and at least at the same level and with the same degree of accuracy, quality, completeness responsiveness and cost effectiveness which are consistent with good industry standards.	Please refer to the corrigendum dated July 12, 2021
69	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	vii. The Systems, Products or software provided hereunder properly interface with other systems, properly interface with each other, perform together as an integrated system and, as an integrated system, meet the warranties in this Agreement, including but not limited to the meeting of the Technical Specifications.	vii. The Systems, Products or software provided hereunder properly interface with other systems, properly interface with each other, perform together as an integrated system and, as an integrated system, meet the warranties in this Agreement, and including but not limited to the meeting of the Technical Specifications.	Please refer to the corrigendum dated July 12, 2021

70	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	viii. The Systems provided hereunder shall function as designed and be fit for the purpose for which they have been provided and will be otherwise be free of errors and defects that interrupt systems operations or otherwise negatively impact normal operations or business processes.	viii. The Systems provided hereunder shall function as designed and be fit for the purpose for which they have been provided and will be otherwise be free of errors and defects that interrupt systems operations or otherwise negatively impact normal operations or business processes.	Please refer to the corrigendum dated July 12, 2021
71	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	To be added	EXCEPT FOR THE FOREGOING, SOLUTION PROVIDER EXCLUDES AND DISCLAIMS ALL WARRANTIES, CONDITIONS OR STATEMENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT DELIVERABLES WILL BE ERROR-FREE	Please refer to the corrigendum dated July 12, 2021
72		Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	iii. The Solution Provider shall abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in India, and shall indemnify SEBI and keep SEBI harmless at all times against all demands or responsibilities arising	iii. The Solution Provider shall abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in India, and shall indemnify SEBI and keep SEBI harmless at all times against all demands or responsibilities arising from accidents or loss of life, the cause of which is the Solution Provider's negligence. The Solution Provider shall pay all indemnities arising from such incidents and shall not hold SEBI responsible or obligated.	Please refer to the corrigendum dated July 12, 2021

	Wipro Limited				from accidents or loss of life, the cause of which is the Solution Provider's negligence. The Solution Provider shall pay all indemnities arising from such incidents and shall not hold SEBI responsible or obligated.		
73	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	xxii. The Solution Provider is obliged to work closely with SEBI's staff, act within its own authority and abide by directives / instructions issued by SEBI from time to time. The Solution Provider will abide by the job safety measures prevalent in India and will free/indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Solution Provider's negligence. The Solution Provider shall pay all indemnities arising there from and shall not hold SEBI responsible or obligated.	xxii. The Solution Provider is obliged to work closely with SEBI's staff, act within its own authority and abide by directives / instructions issued by SEBI from time to time. The Solution Provider will abide by the job safety measures prevalent in India and will free/indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Solution Provider's negligence. The Solution Provider shall pay all indemnities arising there from and shall not hold SEBI responsible or obligated.	Please refer to the corrigendum dated July 12, 2021

					responsible or obligated.		
74	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	xxiv.Nothing in this Agreement shall be considered to relieve the Solution Provider from its liabilities or obligations under this Agreement to provide the Services in accordance with the SEBI's directions and requirements and as stated in this Agreement and the Bid to the extent accepted by the SEBI and the Solution Provider shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly	xxiv.Nothing in this Agreement shall be considered to relieve the Solution Provider from its liabilities or obligations under this Agreement to provide the Services in accordance with the SEBI's directions and requirements and as stated in this Agreement and the Bid to the extent accepted by the SEBI and the Solution Provider shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.	Please refer to the corrigendum dated July 12, 2021

					or indirectly by or on account of its Team.		
75	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	The Solution Provider undertakes to indemnify SEBI against any and all claims, proceedings, actions, damages, losses, costs and expenses arising out of a) such grievances or disputes b)noncompliance of applicable law c) non-payment / delays in payment of dues of its employees d) settlement / payments of any claim or penalty or dues pertaining to employees of the Solution Provider d) cost of litigation, proceeding including fees of legal professionals engaged by SEBI for defending or responding or pursuing	The Solution Provider undertakes to indemnify SEBI against any and all third party claims, proceedings, actions, damages, losses, costs and expenses arising out of a) such grievances or disputes b) noncompliance of applicable law c) non-payment / delays in payment of dues of its employees d) settlement / payments of any claim or penalty or dues pertaining to employees of the Solution Provider d) cost of litigation, proceeding including fees of legal professionals engaged by SEBI for defending or responding or pursuing such litigation / proceedings.	Please refer to the corrigendum dated July 12, 2021

					such litigation / proceedings.		
76	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	xxvi. SEBI shall not be held liable or responsible for any claim (monetary or otherwise), damage (of any kind) or liability suffered by the Solution Provider and/or its employees, employed / engaged for providing services under this Agreement. The Solution Provider undertakes that no claim / dispute shall be raised against SEBI by contractors or employees engaged by the Solution Provider.	xxvi. SEBI shall not be held liable or responsible for any claim (monetary or otherwise), damage (of any kind) or liability suffered by the Solution Provider and/or its employees, employed / engaged for providing services under this Agreement which are not directly caused by or attributable to SEBI and/or its employees/personnel . The Solution Provider undertakes that no claim / dispute shall be raised against SEBI by contractors or employees engaged by the Solution Provider.	Please refer to the corrigendum dated July 12, 2021

77	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	i. The Solution 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 SEBI or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement.	i. The Solution 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: (a) any delay or failure by SEBI or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement (b) any negligent or unlawful act or omission of SEBI, its affiliates or their respective employees; (c) any breach of contract or negligent act or omission on the part of any third party contractor or advisor employed by SEBI or its affiliates; (d) service or resource reductions requested or approved by SEBI through the Contract Change Control Procedure; (e) the failure of any software, tools or materials supplied to Solution Provider by the SEBI or its affiliates.	Please refer to the corrigendum dated July 12, 2021
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78	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	To be added	In no circumstances will either Party be liable to the other in contract, tort (including negligence), for breach of warranty, or otherwise, for any special, indirect or consequential, exemplary, or punitive damages, nor for loss of revenue, business profits, interest or anticipated savings, loss of goodwill or reputation, loss of or damage to records or data, penalties or third party claims for loss or damage or other compensation arising from any act or omission of such party, or its affiliates, officers, agents, and employees, even if it has been advised of the possibility of such losses or damages, and regardless of the basis on which the related claim may be made.	Please refer to the corrigendum dated July 12, 2021
79	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	To be added	Both parties will in all circumstances use their best endeavours to mitigate any losses which are said to arise by reason of the breach, negligence or other default on the part of the other party.	Please refer to the corrigendum dated July 12, 2021

80	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	<p>1. The Solution Provider shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour and industrial laws enforced by statutory agencies and by SEBI shall be applicable in the performance of this Agreement and the Solution Provider shall abide by these laws. The Solution Provider shall indemnify and keep indemnified and hold harmless the SEBI for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.</p>	<p>1. The Solution Provider shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour and industrial laws enforced by statutory agencies and by SEBI shall be applicable in the performance of this Agreement and the Solution Provider shall abide by these laws. The Solution Provider shall indemnify and keep indemnified and hold harmless the SEBI for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.</p>	Please refer to the corrigendum dated July 12, 2021
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81	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	<p>c. In the event of this Agreement being terminated, SEBI shall be liable to make complete payments of the amount due under this Agreement up to the effective date of termination for which services (including parts thereof) have been rendered by the Solution Provider and such committed costs for software licenses and hardware that Solution Provider has incurred for provision of services to SEBI under this Agreement as per Payment for deliverables clause. In case SEBI suspends or keeps on hold the Project for any reason whatsoever, SEBI shall be liable to make payments for the services rendered by the Solution Provider till the effective date of such suspension or withholding of project.</p>	<p>c. In the event of this Agreement being terminated, SEBI shall be liable to make complete payments of:</p> <ul style="list-style-type: none"> (a) the amount due under this Agreement up to the effective date of termination for which services (including parts thereof) have been rendered by the Solution Provider; and (b) such committed costs for software licenses and hardware that Solution Provider has incurred for provision of services to SEBI under this Agreement as per Payment for deliverables clause; (c) any termination charges agreed by the Parties ; and (d) any unamortized costs for investments made by Solution Provider for SEBI. 	Please refer to the corrigendum dated July 12, 2021
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82	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	In case SEBI suspends or keeps on hold the Project for any reason whatsoever, SEBI shall be liable to make payments for the services rendered by the Solution Provider till the effective date of such suspension or withholding of project.	In case SEBI suspends or keeps on hold the Project for any reason whatsoever, SEBI shall be liable to make payments for the services rendered by the Solution Provider till the effective date of such suspension or withholding of project. Such suspension shall in no condition extend beyond 15 days and if extended beyond 15 days, Solution Provider shall have the option of terminating that scope of work. SEBI shall continue to meet its payment obligations for the duration of the suspension of Project.	Please refer to the corrigendum dated July 12, 2021
83	Wipro Limited	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	SEBI can, at any time, conduct any third party inspections / audits during the tenure of this Agreement. The Solution Provider must make all necessary changes (for the in scope devices /applications) as mentioned by the results of these audits. SEBI shall incur the cost of appointment of a third party for audit. The Solution Provider shall ensure that the findings of the audit are successfully closed by the bidder within a mutually agreed timeline.	SEBI may annually can, at any time, conduct any third party inspections / audits during the tenure of this Agreement. The Solution Provider must make all necessary changes (for the in scope devices /applications) as mentioned by the results of these audits. SEBI shall incur the cost of appointment of a third party for audit. The Solution Provider shall ensure that the findings of the audit are successfully closed by the bidder within a mutually agreed timeline. SEBI shall ensure that the third party appointed for audit must not be a competitor of Solution Provider and such audits shall be subjected to confidentiality obligations where only documents/information related to the project/scope of work belonging to SEBI shall be subject to audit.	Please refer to the corrigendum dated July 12, 2021

84	IBM India Limited	Email dated July 06, 2021	Section VIII - Terms & Conditions	14	General Query	Our EOI submission will be under the CRA terms, which is attached herewith. Meanwhile for us to comply with TnC of the RFP, request you to share the TnC of the RFP	Please refer to Annexure - VIII (Draft master service agreement) of the EOI and the corrigendum dated July 12, 2021.
85	IBM India Limited	Email dated July 06, 2021	Section VIII - Terms & Conditions	14	General Query	<ol style="list-style-type: none"> 1. Client references are outside India. Will they qualify ? 2. If we bid with a consortium, can partners' client reference suffice/qualify ? 3. If we bid with an OEM Partner as their Indian Service Integrator partner and they have only global client reference, can this qualify ? 	<ol style="list-style-type: none"> 1. Please refer to the corrigendum dated July 12, 2021. 2. In case of consortium bid with Bidder, the Bidder must submit a letter from members of the consortium confirming their participation in the EOI and agreeing to the terms and conditions of the EOI. 3. Bidder experience is applicable. OEM experience is NOT sought
86	IBM India Limited	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	24	Terms of Reference	Can licensed software be hosted in their environment ?	Yes. Any additional software proposed by the selected bidder shall be hosted on SEBI's private cloud. The bidder shall provide AMC for the said software as per the

							terms mentioned in the TOR.
87	IBM India Limited	Email dated July 06, 2021	SECTION VII – Evaluation of EOI	12	Presentation to TEC	What in the EOI document means adherence to timeline, team size and tools deployed	Presentation shall cover the past projects executed by the bidder (including the methodology and approach, adherence to agreed timelines, team sizes and tools deployed and outcome of the projects).
89	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Understanding is current data lake covers all the data elements which are required to build and run the in-scope analytics model, Please confirm this understanding is correct.	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.
90	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Understanding is, all the missing data sets which are required for the in-scope analytics use cases will be made available in the Data Lake by the SEBI, please confirm this understanding is correct.	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared

							with the bidders shortlisted for RFP.
91	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	As mentioned in document, DWBIS caters to the data from external systems & there is plan for Data Lake. Need clarification on below two points: 1. Will it be separate Data Lake or the current Data Lake will be extended for the DWBIS data, please confirm 2. Current ask of Analytics is on Data Lake platform, Is DWBIS data sets is not in scope for the current in-scope analytics OR the data sets required for Analytics use cases from DWBIS will be made available in the Data Lake by SEBI, please confirm	Both DWBIS and DataLake will be sources for the analytics project. However, there could be other sources including filing documents, registration forms etc. Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.
92	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Is there any integration required from proposed Analytics Platform to IMSS / SHARE Portal/other downstream system OR access to the business users? If yes, Will the Bidders need to consider Integrations development too as part of this EoI scope?	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared

							with the bidders shortlisted for RFP.
93	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	What is the preferred consumption / integration for the downstream system e.g. API, DB Query Access, Reporting tool, etc.	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.
94	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	There is a list of different types of connections which are currently maintained in SAS E-miner, Are those all connections needs to be establish through Analytics platform and discontinue the same from SAS E-miner? Please provide more clarity of this section in terms of scope	SAS E-Miner will be discontinued after migration to Data Lake
95	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	"The system developed by the Bidder is proposed to be set up on SEBI's Data Lake system." - Is there a requirement/scope to build a system for this scope or can modular models/scenarios be built on any existing system or independently coded and then integrated with any existing system/application?	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.

96	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	There are 9 types of connections listed, is this extensive list of connections or there are many, if more connections then please provide the extensive list in-scope connections which needs to be established through Analytics platform	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.
97	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Please provide more details around line item "6.3.6 Emulate the current I2 and python tool used by IVD currently"	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.
98	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	There are several data points and for the same it is mentioned that "All these data points can be sourced from the exchanges.", Is there any expectation to ingest data from source system? Assumption is all data points will be made available in Data Lake by the existing Data Lake team, please confirm this point in terms of ingestion scope	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.
99	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Are these only analytics models in scope ? Pls confirm.	Yes. Only the list of models specified in the Annexure - VI are in scope.

100	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Integrated surveillance department 2 - Is bidder expected to set interfaces to get off market transaction data from clearing corporations. Pls confirm.	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.
101	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Is this connection data base existing or it needs to be built?	Connection database is to be built by the selected bidder.
102	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Does Investigation department has a separate Database or its data will be stored in data lake only ? Whether SEBI will provide all the relevant URL details & access for automatic data retrieval . Please confirm if the retrieved data will be stored on data lake as historical data for future analysis or it will be real time ?	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.
103	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	TCS understands that post implementation support scope involves AI/ML model maintenance and monitoring only, not for Ezmeral ML platform OR any existing stack of Data Lake platform which is being used as part of this engagement, Pls confirm	Yes.

10 4	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	How many websites, URLs will be in the scope? Please share the confirmed list.	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.
10 5	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	In case of Facebook, TCS will get the credentials from SEBI and for that login, list of friends to be identified and the associated data. Is the understanding correct?	The query raised by the bidder is not clear. However, bidder is expected to bring the expertise and/or tools to implement social media analytics.
10 6	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Same as above for LinkedIn with respect to connections. Is the understanding right ?	The query raised by the bidder is not clear. However, bidder is expected to bring the expertise and/or tools to implement social media analytics.
10 7	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Are there any particular News websites identified to extract the details on exchange ?	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.

108	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	If News websites to be considered, Is data extraction from archived News websites in scope ?	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.
109	TCS	Email dated July 06, 2021	Section II - Schedule of Events			Kindly extend the submission timeline to 3 weeks after the receipt of responses to PreBid Queries submitted by Bidders.	Please refer to the corrigendum dated July 12, 2021
110	TCS	Email dated July 06, 2021	SECTION VII – Evaluation of EOI	11	Past experience of the bidder in Implementation of analytical models/AI/ML models, preferably in a Regulatory body or a Banking/Financial Institution	Kindly consider if the Bidder can submit Self Declarations on the Project Experience as PO details sharing is restricted by Customer Confidentiality Agreements?	No. PO/Contract submission is mandatory. However, the bidders may mask the confidential information.
111	TCS	Email dated July 06, 2021	SECTION VII – Evaluation of EOI	11	Past experience of the bidder in Implementation of analytical models/AI/ML models, preferably in a Regulatory body or a Banking/Financial Institution	Eligibility Criteria asks for only completed similar project details whereas the Evaluation Criteria scores on not just Eligibility Criteria but also asks for additional two projects (completed/Work In Progress). Kindly confirm if a Bidder will score 100 marks in Point 1 of Evaluation Criteria if it meets the Eligibility Criteria detailed in Annexure I Point 2.	Bidder scores 65 marks if the eligibility criteria #2 is satisfied. Additional 35 marks are available upon submission of two additional projects (Completed/Work in progress).

11 2	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Understanding is SEBI Data Lake team will provide all the data sets to the Analytics Platform. Data Pipeline for the same will be built by the existing Data Lake team only. Please confirm.	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.
11 3	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	What is the current size of the Data Lake & y-o-y growth	The current size of data lake is 200TB.
11 4	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	What % of data sets needs to be considered for Analytics Platform compared to the current Data Lake data size	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.
11 5	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Understanding is, no software & hardware cost and sizing is required if we are using the existing Data Lake stack, please confirm this understanding	Yes

116	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	How many business users will be accessing the Data Analytics outcome/reports	These reports will be used by users across SEBI. It is expected that there should be no cap on the usage of these reports. However, presently we have 200 BO licenses and 200 Microstrategy licenses.
117	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	What is the expected concurrency in terms of users for the Analytics Platform	The solution is expected to support 50 concurrent users.
118	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Is there need of any realtime data for these analytics? If yes then assumption is the same data sets made available in the data lake in real time basis, please conform	No realtime requirement is envisaged at this stage.
119	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	In case of real time Analytics, current Data Lake architecture is capable to deal with real time scenario in terms of data ingestion layer, processing layer as well as data visualization layer. Please confirm	No realtime requirement is envisaged at this stage.
120	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Is current data lake & MLOps platform capable to deliver the alert & notification at a scale? please confirm	Yes.
121	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Is the current reporting tool capable to generate report in MS Excel, MS-Word, PDF, .CSV, etc format?	Yes.

			Reference)				
12 2	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Please provide the detailed architecture of the current Data Lake Landscape including current Data Lake Analytics stack	Detailed architecture will be shared only with the shortlisted bidder during RFP.
12 3	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Understanding is Analytics Platform will made available all the analytics outcome within the Analytics Platform & enable the downstream system to access the same using preferred method suggested by SEBI i.e. API, DB Query Access, Reporting, etc. Please confirm this understanding	Yes
12 4	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	There is mention of SAS E-miner, does SEBI having SAS VIYA also in its IT landscape? if yes then does it have Enterprise license and can it be leveraged the same for this proposed Analytics platform?	No. SEBI does not have SAS VIYA license.
12 5	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Understanding is all the required data sets will be made available in the current Data Lake by the existing Data Lake team. But if at all any data needs to be ingested for the in-scope use cases like web site data, Social Media data, etc. then can we leverage the existing Data Lake platform stack for the end to end data journey i.e. ingestion, storage, processing, consumption, etc.? please confirm	Yes.

126	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	If we can leverage the end to end Data Lake Platform for Analytics Data journey, then the post go live support will be not for existing Data Lake platform but only for the component delivered as part of this engagement, please confirm this understanding	Yes.
127	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Social media websites - what are the topics to be focused to extract the data ? Are there any indicators list to extract the data for exchange ?	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.
128	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Is it a scheduled extraction - if yes, is it daily/ weekly/ fortnightly/ monthly ?	Terms of Reference (ToR) (Annexure - VI) specifies the broad scope of work to be implemented by the selected bidder. Detailed scope of work will be shared with the bidders shortlisted for RFP.
129	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Do we need event driven or one time extraction as well?	The extractions are event driven.
130	TCS	Email dated July 06, 2021	Annexure - VI (Terms of Reference)	5	Terms of Reference	Do we need real time extraction and analytics ?	No realtime requirement is envisaged at this stage.

			Reference)				
131	TCS	Email dated July 06, 2021	Section III - Background	5	By participating in this bidding process Bidder confirms that he is in agreement with all the Terms and Conditions of this EOI.	By participating in this bidding process Bidder confirms that he is in agreement with all the Terms and Conditions of this EOI subject to the deviations submitted along with the bid proposal.	Terms and Conditions of the EOI cannot be changed.

13 2	TCS	Email dated July 06, 2021	Section VIII - Terms & Conditions	15	Terms & Conditions	<p>2. Willful misrepresentation of any fact in the EOI will lead to the disqualification of the Bidder without prejudice to other actions that SEBI may take. The EOI and the accompanying documents will become property of SEBI. The Bidders shall be deemed to license, and grant all rights to SEBI, to reproduce the whole or any portion of their product/solution for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for EOI process. 6. SEBI reserves the right to collect a surety deposit of Rs. 5,00,000/- (Rupees Five Lakh Only) any time before the shortlisting of bidder(s) for RFP. The bidder shall submit the surety deposit in the form of a demand draft in favor of "Securities & Exchange Board of India", payable at Mumbai. In case the bidder is not shortlisted for the RFP, the surety deposit shall be refunded within 30 days of publishing the list of shortlisted bidders. However, in case the bidder is shortlisted and does not submit a responsive bid for RFP, the bidder's surety deposit shall be forfeited. The surety deposit of the shortlisted bidders who submit responsive bids for RFP shall be refunded within 30 days of submission of bids.</p>	Please refer to the corrigendum dated July 12, 2021
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133	TCS	Email dated July 06, 2021	Annexure II - EOI Submission Form	20	We agree to abide by all the terms and conditions of the EOI document.	Subject to the deviations submitted along with the bid proposal , we agree to abide by all the terms and conditions of the EOI document.	Terms and Conditions of the EOI cannot be changed. As per GFR 2017, no deviations are permitted while submission of RFP proposal. However, non-material clauses in the agreement will be discussed with the selected bidder before signing the contract.
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13 4	TCS	Email dated July 06, 2021	Annexure VII - Integrity Pact	25	Integrity Pact	<p>Section 4 – Compensation for Damages(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee. Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub – contractor. Section 9 – Pact Duration This Pact begins when both parties have legally signed it. It expires for the Contractor 6 12 months after the last payment under the contract, and for all other Bidders 1 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.</p>	Terms of Integrity Pact cannot be changed.
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13 5	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Introduction	<p>The following are the general terms and conditions proposed to be included in the Agreement. However, these terms and conditions are not exhaustive and SEBI reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary by SEBI in mutual consultation with the Solution Provider. SEBI also reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, subject to any law of the land or directives issued by Government of India or the Central Vigilance Commission from time to time as the case maybe. The bill of material containing item-wise details in respect of all products, covered under the "Implementation of Data Analytics Projects and Building of Data Models at SEBI" solution, offered by the Solution Provider, must be furnished along with the prices thereof, as per the terms and conditions contained in this document. The Solution Provider shall undertake to ensure that the prices are reasonable and in the range of prices for similar / same products available in the market. If any irregularity or any defect is detected anytime in respect of the above, SEBI shall have the right to take appropriate action against the Solution Provider, as deemed fit by SEBI.</p>	Please refer to the corrigendum dated July 12, 2021
13 6	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Prices	Prices	Please refer to the corrigendum dated July 12, 2021

			Agreement)				
13 7	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Performance Bank Guarantee	The Solution Provider shall at his own cost and expense furnish within 30 (Thirty) businessdays from the effective date, an unconditional and irrevocable performance bank guarantee for<Value of Performance Bank Guarantee in Percentage> of Rs. _____/- (Rupees _____ only) in favor of SEBI, from a scheduled commercial Bank towards the due andpunctual performance and fulfillment of this agreement in the format prescribed in AppendixVIII of RFP. This Performance Bank Guarantee shall be valid till the end of the warranty Periodunder this Agreement.The Performance bank guarantee shall contain a claim period of 3 (Three) months ("ClaimPeriod") from the last date of validity ("validity date"). The performance bank guarantee maybe discharged by SEBI upon being satisfied that there has been due performance of theobligations by the solution partner.	Please refer to the corrigendum dated July 12, 2021

138	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Project plan and acceptance tests	<p>The selected Bidder ("Solution Provider") shall provide a Project plan to SEBI within one week of the signing of the Agreement. This Project Plan shall detail the tasks that has to be carried out and completed on various scheduled dates including the acceptance testing. The Solution Provider shall submit weekly report on the progress of the project and also the status as on the scheduled date and actual date of each activity detailing any deviations to the SEBI's project manager. An Acceptance Test Plan ("ATP"), identifying the tests proposed to be conducted, along with Test scripts would be prepared and submitted to SEBI by the Solution Provider. The Project Plan and the ATP shall not be considered complete and final unless the same have been reviewed and accepted by SEBI, SEBI shall provide the acceptance on Project Plan and the ATP within 10 days of receipt, else the same shall be deemed to have been accepted by SEBI. The errors found during the Acceptance Testing by SEBI shall be promptly rectified by the Solution Provider. The Acceptance of all the goods or products as well as services under the Agreement shall be deemed to have taken place when the Solution Provider, in accordance with the agreement, has completed their supply, installation and successful commissioning and SEBI thereafter certified to the Solution Provider in writing the SEBI's acceptance of the Systems or in the circumstances listed in clause 26: Deemed Acceptance. The SEBI's acceptance certificate of the supplied goods/products shall in no way release the Solution Provider from any of its warranty obligations under the agreement. Reworking of defects shall be at the cost of Solution Provider provided the defects are for reasons solely and entirely attributable to the Solution Provider, in all other cases it shall be to the account of SEBI. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported</p>	Please refer to the corrigendum dated July 12, 2021
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						<p>again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.</p>	
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139	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Dispute Resolution	ii. The Solution Provider shall continue to work under the agreement during the arbitration proceedings unless otherwise directed by the Arbitrator or by SEBI in writing, or unless the matter is such that, in the opinion of the arbitrator/arbitrators, the works cannot possibly be continued until the decision of the arbitrator/arbitrators, as the case may be, is obtained and SEBI shall not withhold any payment for the services already delivered by the Solution Provider.	Please refer to the corrigendum dated July 12, 2021
140	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Confidentiality	e. The Parties agree that they shall not permit the duplication or disclosure of Confidential Information of other Party, to any person (other than an employee, agent or representative of that Party who needs such information for the specific purpose of performance of obligations under this Agreement). Any document, other than this Agreement itself, shall remain the property of the disclosing Party and all copies thereof shall be returned to such disclosing Party on termination of this Agreement or upon earlier request by disclosing Party. The obligation to return the Confidential Information 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.	Please refer to the corrigendum dated July 12, 2021

14 1	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Indemnities	<p>a. The Solution Provider shall be liable to indemnify SEBI, at its own cost and expenses, against all losses/damages, which SEBI may suffer on account of violation by the Solution Provider of any or all national/international trade laws, norms, standards, procedures etc. in relation to provision of services and deliverable under this Agreement.</p> <p>b. Each Party shall be solely responsible for and shall indemnify and keep SEBI, its employees, agents, officers and directors indemnified and harmless from and against all costs (including but not limited to litigation expenses and attorney's fees), expenses, losses, liabilities, fines, penalties, damages, claims, demands, actions or proceedings whatsoever for arising out of:</p> <ul style="list-style-type: none"> (i) any death or personal injury caused by any act or omission of the Solution Provider, its employees or agents; (ii) any third party claims for infringement of a copyright, patent, trademark or other intellectual property right of any third party including claims made by agents of the Solution Provider against SEBI for any breach committed by the Solution Provider in relation to such third parties; (iii) any claims arising out of the breach of any applicable laws by the Solution Provider, its employees or agents in providing the services to SEBI; (iv) any claims arising out of breach of the terms and conditions of confidentiality, non-disclosure, non-solicitation and related terms and conditions. <p>Notwithstanding the foregoing; Solution Provider shall not be obliged to indemnify SEBI if the claim mentioned therein arises out of any:</p> <ul style="list-style-type: none"> (i) use of the services, deliverable, developed materials and other materials provided to SEBI by Solution Provider in a manner or purpose not intended by the Project Plan or against specific instructions of the Solution Provider, or (ii) use of the services, deliverable, developed materials and other materials provided to SEBI by the Solution Provider in conjunction with third party materials of services if the claim of infringement would not have arisen in the 	Please refer to the corrigendum dated July 12, 2021
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					<p>absence of such use, or(iii) use of the services, deliverable, developed materials and other materials provided to SEBI by the Solution Provider that are being designed or made to specifications to the order of SEBI, or(iv) if the infringement is occasioned by a modification to the services, deliverable, developed materials and other materials provided to SEBI by the Solution Provider.(v) inclusion in a Deliverable of any content or other materials provided by SEBI and the infringement relates to or arises from such SEBI materials or provided material;(vi) use of a superseded release of some or all of the Deliverables or SEBI'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 Solution Provider. SEBI shall not be entitled to seek any indemnification from the Solution Provider unless SEBI provides the Solution Provider with (i) prompt written notice of any claim, demand or action for which SEBI is seeking or may seek indemnification hereunder and gives the Solution Provider 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 Solution Provider 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 Solution Provider, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing. In the event that SEBI 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 Solution Provider is required to indemnify SEBI under this section according to a final decision of the</p>	
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						<p>courts or in the view of Solution Provider, Solution Provider, may at its own expense and option: (i) procure for SEBI 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 Solution Provider shall refund SEBI the fees effectively paid for that Deliverable by SEBI 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 Solution Provider and the exclusive remedy of SEBI in matters related to infringement of third party intellectual property rights. c. SEBI will defend, indemnify and hold the Solution Provider harmless from and against all losses, damages or costs arising out of or resulting from any action by a third party against the Solution Provider that is based upon any claim that the possession or use of any materials supplied by SEBI in connection with the Services under this Agreement infringe a patent, copyright or other proprietary right or violate a trade secret of such third party and or for any loss, injury, claim or damage resulting from any death or injury to any person or property of the Solution Provider arising out of the use or possession of the equipment or location of SEBI by the Solution Provider or its personnel or for breach or violation of any applicable law.</p>	
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14 2	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Intellectual Property Rights	<p>i. All Custom Software/customizations developed and furnished Bespoke development done solely and exclusively for SEBI under this Agreement, shall be deemed a work made for hire, for the sole benefit of and belonging exclusively to SEBI. All rights, title and interest in and to such Custom Bespoke Software/customizations and all copies thereof, in whatever medium (and including all Moral Rights thereto) throughout the world shall become owned exclusively by SEBI. Intellectual property and Source Code in the deliverables/software developed under this Agreement vest with SEBI upon the delivery and acceptance of deliverables and the receipt of payment by Solution Provider. ii. The Solution Provider and its employees and agents expressly waive any and all moral rights in the Bespoke Custom Software, and any elements thereof, created, performed, contributed or prepared by the Solution Provider and its employees and agents pursuant to this Agreement. SEBI shall have the exclusive right to obtain and hold in its own name, all the Intellectual Property Rights in such Bespoke Custom Software. iii. The Solution Provider shall give SEBI all reasonable assistance required to perfect the foregoing rights to the Bespoke Custom Software/customizations, including (but not limited to) directing its employees to execute all applications for patents, trademarks, and/or copyrights, domestic and foreign, assignments and other papers necessary to secure and enforce rights related to any Bespoke Custom Software. iv. SEBI acknowledges that in performing Services under this Agreement, the Solution Provider may use the Solution Provider's proprietary materials including without limitation any software (or any part or component thereof) tools, methodologies, processes, ideas, know-how and technology or any improvements, enhancements, modifications or customization thereto (Solution Provider Pre-Existing IP). v. Notwithstanding anything to the</p>	Please refer to the corrigendum dated July 12, 2021
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					<p>contrary contained in this Agreement, the Solution Providers shall continue to retain all the ownership rights, title and interests to all Solution Provider Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Solution Provider from using Solution Provider Pre-Existing IP in any manner. To the extent that any Solution Provider Pre-Existing IP or a portion thereof is incorporated or contained in a Deliverable under this Agreement, the Solution Provider hereby grants to SEBI a fully paid-up, irrevocable, non-exclusive, license for non-commercial use throughout the territory of India to access, replicate and use any Solution Provider Pre-Existing IP (in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded) which are (a) embedded in the Systems; or (b) necessary for the proper utilization of the SEBI "Implementation of Data Analytics Projects and Building of Data Models at SEBI", provided by the Solution Provider, including all inventions, designs and marks, embodied therein in perpetuity. vi. The foregoing license does not authorize SEBI to :§ separate Solution Provider Pre-Existing IP from the Deliverable in which they are incorporated for creating a standalone product for marketing to others; or § independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Solution Provider Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or reverse compile or in any other way arrive at or attempt to arrive at the source code of the Solution Provider Pre-Existing IP. 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</p>	
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					<p>the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Solution Provider 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 Solution Provider (including without limitation any affiliate, competitor or potential competitor of SEBI. 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 partyvii. Notwithstanding anything to the contrary set forth anywhere else in the RFP or theAgreement,, the Solution Provider shall not use any third party or the Solution Provider'sproprietary software in the implementation of the "Implementation of Data AnalyticsProjects and Building of Data Models at SEBI" that is not available to SEBI in the marketon reasonable commercial terms. The Solution Provider shall identify all software andhardware that is necessary for the proper performance of the "Implementation of DataAnalytics Projects and Building of Data Models at SEBI" clearly to SEBI prior toexecution of this Agreement.viii. All the Intellectual Property Rights in the third party software used in providing servicesincluding those forming part of or incorporated into the deliverables referred to above shallremain with the respective third party owners/ the Solution Provider's licensor and SEBIshall have user rights in accordance with end user license agreement (EULA) as applicableto use of such softwareix. If any of the Deliverables is held or is believed by the Solution Provider to infringe thirdparty intellectual property rights, the Solution Provider shall have the option, at its expense,to:§ modify the Deliverables so as to make it non-infringing, or§ obtain for SEBI a license to continue using the Deliverables--replace the Deliverable with work product that is equal in capacity</p>	
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						<p>and performance but is non-infringing; or ---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 Solution Provider shall refund SEBI the fees effectively paid for that Deliverable by SEBI 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 Solution Provider and the exclusive remedy of SEBI in matters related to infringement of third party intellectual property rights.</p>	
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14 3	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Force Majeure	<p>i. The Solution Provider or SEBI shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, epidemics, pandemics, quarantine restrictions, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of Government or public enemy or any other event beyond the control of either Party, which directly, materially and adversely affect the performance of any or all such contractual obligations.</p> <p>ii. Provided either Party shall immediately upon the occurrence of such a cause notify the other in writing of such causes. Unless otherwise directed by SEBI in writing, the Solution Provider shall continue to perform his obligations under this Agreement as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.</p> <p>iii. In the event that the said Force Majeure event exceeds 15 (fifteen) days, SEBI shall have the option of terminating this Agreement upon reasonable advance written notice to the Solution Provider. However, the Solution Provider shall be entitled to receive payments for all services and deliverables rendered up to the date of the termination of this Agreement.</p> <p>iv. If the performance in whole or in part or any obligation under this Agreement is prevented or delayed by any reason of Force Majeure for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. However, the Solution Provider shall be entitled to receive payments for all services and deliverables rendered up to the date of the termination of this Agreement</p>	Please refer to the corrigendum dated July 12, 2021
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14 4	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Publicity	ii. Neither Party shall use the other Party's name or refer to the other Party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or their subject matter, including in any promotional or marketing materials, customer lists, referral lists or business presentations without written consent from the other Party for each such use or release.	Please refer to the corrigendum dated July 12, 2021
14 5	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Non-assignment	The Solution Provider Either Party shall not assign in a manner contrary to the terms of this Agreement dealwith all/ or any of its rights and obligations under this Agreement without the prior written consent of Other Party. SEBI Notwithstanding the foregoing, either party shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Subject to this section, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns	Please refer to the corrigendum dated July 12, 2021
14 6	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Delivery, installation and commissioning	vii. SEBI reserves the right to install third party software/hardware or any other products in the systems as mutually agreed between the parties. In such case, there shall be no change in the warranty terms of the existing system as provided by the Solution Provider	Please refer to the corrigendum dated July 12, 2021

14 7	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Reference to expert committee	The Solution Provider shall continue to work under the Agreement during the reference to Expert Committee unless otherwise directed by the Expert Committee or by SEBI in writing, or unless the matter is such that the works cannot possibly be continued until the decision of the Expert Committee, is obtained and SEBI shall not withhold any payment for the services already delivered by the Solution Provider;	Please refer to the corrigendum dated July 12, 2021
14 8	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Insurance	a. The Solution Provider shall fully insure each and every goods or products supplied under the total solution against all risks including terrorism, riots and civil commotion, up to the point of installation or up to 30 days from actual delivery date, whichever is earlier, with an insurance company/corporation. b. The goods supplied under this Agreement shall be fully insured in Indian Rupees naming SEBI as the beneficiary. The Solution Provider shall submit insurance documents along with the delivery of corresponding products to SEBI. c. In case of any loss or damage occurs, the Solution Provider should be responsible for initiating and pursuing claims and settlement and simultaneously also make arrangements for repair and/or replacement of any damaged item/s. d. The sum assured shall be 100% of the goods supplied.	Please refer to the corrigendum dated July 12, 2021

149	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Change Management Procedure	<p>i. During the course of implementation, it may be found that certain functionalities have been missed out in the Requirement Gathering Phase. The Solution Provider shall be required to incorporate these functionalities as part of this project. SEBI estimate that effort for such functionalities would be <changes to be implemented at no additional cost to SEBI, in percentage terms> of the total effort estimated for the implementation of the project and the Solution Provider shall provide these services at no additional charge to SEBI.</p>	Please refer to the corrigendum dated July 12, 2021
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150	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Project management and correspondences	<p>v. The Solution Provider's personnel assigned to these positions shall be committed to the SEBI "Implementation of Data Analytics Projects and Building of Data Models at SEBI" project at least for a period of twenty four (24) months at any given time and the Solution Provider shall also intimate SEBI in advance of any leave proposed to be taken by its key personnel for a minimum period of six (6) months from the date on which completion of the Project. Each key Solution Provider's personnel shall execute a Confidentiality and Non-Disclosure Agreement as also an Undertaking inter alia undertaking that they shall not disclose any information acquired while dealing with the Project which is confidential in nature to anybody including their relatives and shall intimate SEBI or the Solution Provider before they or their relatives access the securities market during the implementation period of the Project.</p>	Please refer to the corrigendum dated July 12, 2021
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15 1	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Representation and Warranties	<p>1. The Solution Provider represents and warrants to SEBI as under:iii. That to the best of its knowledge, as on the Effective Date , Tthe Services and the Systems, Products or any software provided , do not infringe, and shall not infringe or cause the infringement of, the proprietary rights of any third party. viii. The Systems provided hereunder shall function as designed and be fit for the purpose for which they have been provided and will be otherwise be free of errors and defects that interrupt systems operations or otherwise negatively impact normal operations or business processes.ix. During the term of this Agreement, the Services, Systems and any software provided shallnot contain or introduce any viruses, bugs or disabling Codes. In the event of any suchvirus being introduced into SEBI’s systems, the Solution Provider shall use its best effortsto minimize the impact of such virus2. All the Hardware and Software supplied under this Agreement shall be covered underWarranty for the duration of the <warranty period> years commencing from the date ofacceptance of the total solution.The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Solution Provider and operation of the deliverables on incompatible hardware not recommended by Solution Provider; (ii) any change, not made by Solution Provider, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by SEBI without the written permission of Solution Provider; or (iv) defects in components or materials provided to Solution Provider by SEBI in connection with the preparation of the deliverable.In case of breach of this warranty, SEBI’s exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any</p>	Please refer to the corrigendum dated July 12, 2021
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						<p>service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to SEBI if already paid by SEBI. EXCEPT AS SET FORTH IN THIS AGREEMENT, SOLUTION PROVIDER MAKES NO WARRANTIES TO SEBI, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE SOLUTION PROVIDER. 5. SEBI represents and warrants to Solution Provider that all material or information provided by it to the Solution Provider in connection with or for the purposes of this Agreement are either owned by it or under proper license and the use and possession thereof by SEBI in connection with or for the purposes of this Agreement will not infringe the rights of any third parties.</p>	
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15 2	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Maintenance	<p>The scope of work for the maintenance period shall include:1. The correction of any defects that may arise from the design or workmanship or from any actor omission of the Solution Provider that may develop under normal use of the suppliedSystems. Normal operating environmental conditions shall be specified in the Agreement. Onreceiving the notification from SEBI, the Solution Provider shall carry out the repair / replacethe defective systems as per the SLA's mentioned in the RFP/Purchase order (PO) document This will be done at no extra cost to SEBI. Failure to remedy the defects within the periods specified in this Agreement, may involve remedial action by SEBI at the Solution Provider's risk and expense and without prejudice to any rights that SEBI may have against the Solution Provider under this Agreement In case of breach of this warranty, SEBI's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to SEBI if already paid by SEBI.9. Replacement equipment shall be covered under warranty for a three-month period, or the time remaining in the Warranty Period for the item replaced, whichever is greater. TheWarranty Period for replacement Software shall be identical to the initial warranty periodfor the defective Software unless otherwise specified in the agreement/ contract. Duringthe Warranty Period, the Solution Provider will provide at no additional cost to SEBI allProduct and documentation updates, releases, upgrades, patches, bug fixes etc. of allproducts including system software within 15 days of their availability13. The Solution Provider acknowledges that the "Implementation of Data Analytics Projectsand Building of Data Models at SEBI" performs a very important function and that</p>	Please refer to the corrigendum dated July 12, 2021
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						<p>its continued availability of all of the functionality plays an integral role in the effective discharge of roles and functions of SEBI. Hence the Solution Provider agrees that the services provided by the Solution Provider in relation to the technical support and maintenance shall be subject to a service level agreement and appropriate service level commitments. The Solution Provider agrees that in the event that the Solution Provider defaults in meeting such agreed service level commitments, in addition to the other remedies that SEBI has (such as Liquidated Damages), SEBI shall also be entitled to Service level credits as may be agreed to between the Parties</p>	
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153	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Solution provider's obligations	<p>i. The following forms illustrative exhaustive obligations of the Solution Provider. These are not exhaustive.vii. The Representative may be replaced only with the prior written consent of SEBI. The Solution Provider shall be solely responsible for the performance of the Agreement to the satisfaction of SEBI as per the agreed scope.viii. SEBI shall designate certain positions within the Solution Provider's staff as key personnel. The Solution Provider's personnel assigned to these positions shall be committed to the "Implementation of Data Analytics Projects and Building of Data Models at SEBI" project for a minimum period of 24 months from the date on which they commence work for SEBI under this project.ix. The Solution Provider shall always send trained and experienced engineers to provide services at required locations of SEBI. Their name, contact address and phone nos. shall be advised in writing to SEBI.xxi. All bug fixations / modifications / enhancements relating to the licensed software shall be done by the Solution Provider in a time bound manner as per the SLA. The Solution Provider shall adopt a common, smooth, timely and effective and satisfactory bug/enhancement handling mechanism. The Solution Provider agrees that the errors resulting from the licensed software shall not be attributed to alleged misuse, improper use, alteration or damage by users. The Solution Provider shall compensate SEBI such financial loss suffered by SEBI if the Solution Provider fails to fix bugs, provide the modifications / enhancements / customization as required by SEBI as per the terms and conditions of this Agreement and to meet the services level agreements as will be entered into by the Solution Provider with SEBI.xxiv. In addition to the aforementioned, the Solution Provider shall ensure that the Solution Provider's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Agreement. The</p>	Please refer to the corrigendum dated July 12, 2021
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					<p>Solution Provider shall ensure that the Services are performed through the best efforts of the Solution Provider's Team, in accordance with the terms hereof and as per Acceptance Criteria. Nothing in this Agreement shall be considered to relieve the Solution Provider from its liabilities or obligations under this Agreement to provide the Services in accordance with the SEBI's directions and requirements and as stated in this Agreement and the Bid to the extent accepted by the SEBI and the Solution Provider shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.xxv. All personnel so employed/engaged by the Solution Provider shall all times be the employees of the Solution Provider under all statutes and in case any dispute arises between such personnel and the Solution Provider, it shall be resolved and settled between them. The Solution Provider agrees and undertakes that in no way the Solution Provider shall involve SEBI in any of their grievances and/or disputes. The Solution Provider undertakes to indemnify SEBI against any and all claims, proceedings, actions, damages, losses, costs and expenses arising out of a) such grievances or disputes b) non-compliance of applicable law c) non-payment / delays in payment of dues of its employees d) settlement / payments of any claim or penalty or dues pertaining to employees of the Solution Provider d) cost of litigation, proceeding including fees of legal professionals engaged by SEBI for defending or responding or pursuing such litigation / proceedings. The Solution Provider shall maintain all books and records as are required to be maintained under the applicable rules, regulations and laws including muster roll, wage register, leave register etc. and the Solution Provider shall be solely and personally responsible and liable for the breach of any or all of the statutory obligations in respect of all its employees etc.</p>	
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					<p>engaged under this Agreement and SEBI shall in no way be held responsible for any breach committed by the Solution Provider in this regard. During the terms of this Agreement as well as after expiry / termination of this Agreement, SEBI shall not have any privity of contract with designated employees of the Solution Provider.xxix. The Solution Provider shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof or incidental thereto.xxxv. The Solution Provider shall comply with the provision of all laws including Information Technology Act (as amended), labour laws, rules, regulations and notifications issued there under from time to time. The Solution Provider shall comply with all norms relating to data protection including any law or rules or regulations that may be in force during the term of this Agreement. All safety and labour laws enforced by statutory agencies and by SEBI shall be applicable in the performance of this Agreement and Solution Provider shall abide by these laws.xxxix. The Solution Provider and its employees shall always adhere to internal security and safety policies of SEBI.xl. The Solution Provider shall put all efforts to ensure that no Computer Virus is introduced onto SEBI's or any user's computer equipment or systems by any act, omission or negligence of the Solution Provider or its employees. The User shall mean any entity using services, software, systems etc. provided by SEBI or licensed to SEBI. Access to the SEBI Data Centre should be strictly restricted in the following manner: a) No access to any person except one explicitly authorized by SEBI shall be allowed entry. Even if granted, access shall be restricted to the pertaining equipment of SEBI only and access to any other equipment must be strictly precluded by necessary means, locks, video surveillance, etc. b) No access to any person (even if</p>	
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					<p>authorized by SEBI) shall be allowed without beingunaccompanied by a security staff at all times during his/her presence in the DataCentre area and subject to recorded video surveillance.c) No access to any employee of the Solution Provider, except the essential staff whohave genuine work- related need, shall be given. All such access shall be logged in aloss-free manner for permanent record with unique biometric identification of theemployee to avoid misrepresentations or mistakes.SEBI's Obligations:a) it shall comply with all applicable federal, state and local laws, statutes, acts, ordinances, rules, codes and regulations, executive orders and other official releases of or by any government, or any authority, department or agency thereof, in any jurisdiction from or in which the services are received, including, but not limited to, those applicable to the privacy and protection of individuals and the security of their personal information;;b) It shall provide the timely assistance to Solution Porvider including providing sign-off;c) it shall make the payments as per payment milestones, terms and conditions.</p>	
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154	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Limitation of liability	<p>i. The Solution 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 SEBI 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 the Solution Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of SEBI, then the Solution 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 the Solution Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of SEBI. Such failures or delays shall be brought to the notice of SEBI, immediately within 2 (two) days of occurrence such failures or delays and subject to mutual agreement with SEBI, the Solution Provider shall take such actions as may be necessary to correct or remedy the failures or delays and maintain record of all such incidents. Solution Provider shall be entitled to invoice SEBI for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.</p> <p>ii. Notwithstanding anything contained in this Agreement the total cumulative liability of either party arising from or relating to this Contract shall not exceed the total amount paid to the Solution Provider by SEBI under this Agreement (excluding the taxes, reimbursements etc.) during the 12 months prior to the claim date that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement. In no event Solution Provider shall</p>	Please refer to the corrigendum dated July 12, 2021
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						<p>be liable, whether in contract, tort, or otherwise, for any special, punitive, indirect, speculative, exemplary, consequential, or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries, including, without limitation, loss of use, data, profits, revenues, business, goodwill, reputation and for any claims of customers of SEBI or other third parties claiming through SEBI arising under or in connection with this Agreement even if Solution Provider has been advised in advance of its possibility.</p>	
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15 5	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Extension of bank guarantees	The Solution Provider shall be responsible for extending the validity date and claim period of all the bank guarantees as and when it is due on account of incompleteness of work under guarantees for reasons solely and directly attributable to the Bidder. SEBI shall invoke the guarantee before expiry of validity if work is not completed for reasons solely and directly attributable to the Bidder and the guarantee is not extended, accordingly.	Please refer to the corrigendum dated July 12, 2021
15 6	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Adherence to safety procedures, rules, regulations and restriction	1. The Solution Provider shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour and industrial laws enforced by statutory agencies and by SEBI shall be applicable in the performance of this Agreement and the Solution Provider shall abide by these laws. The Solution Provider shall indemnify and keep indemnified and hold harmless the SEBI for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.	Please refer to the corrigendum dated July 12, 2021

157	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Termination	<p>b. SEBI Either Party may at any time terminate this Agreement if the Solution Provider Other Party:</p> <ul style="list-style-type: none"> i. has winding-up or insolvency proceedings commenced against it which are not withdrawn within 14 (fourteen) days of such commencement; ii. is placed in voluntary liquidation or has a receiver, receiver and manager or other administrator nominated by a creditor or creditors appointed in respect of its assets; iii. enters into or proposes to enter into any scheme of arrangement or any composition for the benefit of its creditors, save for the purpose of solvent reconstruction; iv. becomes subject to any event analogous to, or enters into any arrangement analogous to, any of those events or arrangements referred to in paragraphs above; v. has change in its ownership or control so as to materially impede its ability to discharge its obligations under this agreement; or, vi. is not able to perform any or all of its contractual obligations pursuant to Force Majeure. 	Please refer to the corrigendum dated July 12, 2021
158	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Conflict of interest	The Solution Provider shall disclose to the SEBI in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Solution Provider or the Solution Provider's team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.	Please refer to the corrigendum dated July 12, 2021

159	TCS	Email dated July 06, 2021	Annexure - VIII (Draft Master Service Agreement)	26	Audits	<p>SEBI can, at any time, conduct any third party inspections / audits during the tenure of this Agreement. The Solution Provider must make all necessary changes (for the in scope devices /applications) as mentioned by the results of these audits. SEBI shall incur the cost of appointment of a third party for audit. The Solution Provider shall ensure that the findings of the audit are successfully closed by the bidder within a mutually agreed timeline.</p> <p>SRBI will ensure that the auditor (except CAG) appointed to conduct the audit will not be the competitor of Solution Provider and will be bound by confidentiality obligations.</p> <p>The audit rights under this Schedule shall not include</p> <ol style="list-style-type: none"> i. access to the Solution Provider's profit margins or overheads, ii. any confidential information relating to the Solution Provider employees, iii. minutes of its internal Board or Board committee meetings including internal audit, iv. such other information of commercial-in-confidence nature which is not relevant to the Services associated with any obligation under the agreement. <p>The audit should be conducted after providing prior written notice of atleast 10 days to the Solution Provider and shall be conducted not more than once in a year. The audit shall not be permitted if it interferes with Solution Provider's ability to perform the services in accordance with the service levels, unless SEBI relieves Solution Provider from meeting the applicable service levels.</p>	Please refer to the corrigendum dated July 12, 2021
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