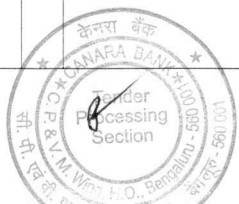


Pre-Bid Replies to GeM Bid Ref No: GEM/2024/B/5471629 dated 04/10/2024 for Engagement of External Consultancy Agency to revisit IS Audit Checklists in Canara Bank

Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
1	NA	Technical Specifications	NA	Engagement of External Consultancy Agency to revisit IS Audit Checklists in Canara Bank	Kindly confirm whether the assesment needs to be performed onsite or remotely.	It will be both physical and virtual, but only virtual is not suitable. Also, the scope is to provide a comprehensive IS audit checklist with latest practices and standards for conducting audit by the internal IS audit team in future. The delivery will be a comprehensive IS audit checklist specific for each of the Critical IT functions mentioned in RFP. Hence, the assessment has to be mostly on-site.
2	NA	Technical Specifications	NA	Regulatory/ Statutory Compliance of Service	Kindly specify the number of specific regulatory/Govt. guidelines/ advisories and the number of internal circulars to be adhered to as part of this review	All the standards/guidelines/ regulations and master circulars existing during the period related to IT/ IS security need to be referred. The internal policy documents of each IT function are also to be referred.
3	NA	Section - Bid Document	NA	Cyber Security Audit - 3 months	Kindly confirm whether source code review, application security testing, VAPT, any tool review needs to be performed as part of this assesment	No, source code review, application security testing, VAPT, tool review is not part of the scope.
4	65	Annexure-9	Scope of Work	2. Objectives: Ensure that emerging requirements in IT security, data management and technology operations are adequately addressed	Kindly provide list of standards/guidelines/regulations to be referred for assessment	All the standards/guidelines/ regulations and master circulars existing during the period related to IT/ IS security need to be referred. The internal policy documents of each IT function are also to be referred.
5	65	Annexure-9	Scope of Work	3. Critical IT functions to be covered The IS audit checklists to be revisited pertaining to the following ten critical IT functions: = Core Banking Solution- Data Centre (Including Network Operation Centre) = Core Banking Solution- Disaster Recovery Centre = Treasury Wing- Data Centre = Treasury Wing-Disaster Recovery Centre = Security Operations Centre = Information Technology Wing = Technology Operations Wing = Integrated Treasury Wing = Digital Banking Services Wing = Cyber Security Wing	Kindly provide number of vendors for outsourcing arrangements to be reviewed as part of this review.	Each vendor need not be reviewed. A common checklist for vendor with security aspects, operational aspects like SLA, escrow and technology aspects such as Cloud to be covered as part of the Checklists.
6	65	Annexure-9	Scope of Work	3. Critical IT functions to be covered The IS audit checklists to be revisited pertaining to the following ten critical IT functions: = Core Banking Solution- Data Centre (Including Network Operation Centre) = Core Banking Solution- Disaster Recovery Centre = Treasury Wing- Data Centre = Treasury Wing-Disaster Recovery Centre = Security Operations Centre = Information Technology Wing = Technology Operations Wing = Integrated Treasury Wing = Digital Banking Services Wing = Cyber Security Wing	Share a list of all DC and DR site that need to be reviewed.	The same will be provided upon finalisation of bid to the successful bidder



7	65	Annexure-9	Scope of Work	3. Critical IT functions to be covered The IS audit checklists to be revisited pertaining to the following ten critical IT functions: <ul style="list-style-type: none"> <li>▫ Core Banking Solution- Data Centre (Including Network Operation Centre)</li> <li>▫ Core Banking Solution- Disaster Recovery Centre</li> <li>▫ Treasury Wing- Data Centre</li> <li>▫ Treasury Wing-Disaster Recovery Centre</li> <li>▫ Security Operations Centre</li> <li>▫ Information Technology Wing</li> <li>▫ Technology Operations Wing</li> <li>▫ Integrated Treasury Wing</li> <li>▫ Digital Banking Services Wing</li> <li>▫ Cyber Security Wing</li> </ul>	Pls. confirm whether the physical and environments security need to be reviewed for the DC and DR?	Yes, physical and environments security need to be reviewed for the DC and DR set up.
8	66	Annexure-9	Scope of Work	4. <b>Project Scope :</b> <b>Checklist Revision:</b> Based on assessment, the external agency will update and revise the checklists to reflect contemporary audit standards, security measures, and regulatory requirements.	Pls. confirm if the policies and procedures for the IT/IS functions are established and in alignment with the regulatory requirements	Generally, the policies and procedures for IT/IS are in alignment with regulatory guidelines. Any gaps/latest guidelines/industry standards are to be complied with and the same need to be incorporated in the checklists.
9	65	Annexure-9	Scope of Work	4. <b>Project Scope :</b> <b>Documentation:</b> Prepare and submit comprehensive documentation of the revised checklists, including any changes made, the rationale for such changes, and implementation guidance	Pls. confirm if a risk management framework is established for all IT/IS functions at the organizational level, and whether a review needs to be performed for risk management framework as part of this review?	Yes, risk management policy is available for IT/IS functions. Reviewing the risk management policy is not part of this RFP.
10	65-66	Annexure-9	Scope of work	Scope Document for use by External Consultancy Agency Engagement-Revisiting IS Audit Checklists.	Could you provide more details on the specific updates expected for each of the ten critical IT functions (e.g., core banking, security operations center, etc.)?	The expected revised checklist should encompass all the regulatory guidelines, industry standards and the internal policies of the Bank. The checklist is expected to be robust with checklist points pertaining to each of the critical IT function listed in the RFP.
Is there any priority among these functions? Should the consultancy focus on certain functions more than others?					There is no priority among the functions.	
Are there any specific compliance benchmarks or audit standards (e.g., ISO 27001, NIST) that must be followed during the revision?					All the regulatory and industry standards are to be followed.	
Will the stakeholders be located only in Bengaluru and Mumbai, or will there be other locations involved?					The stakeholders will be located only in Bengaluru and Mumbai as per the current position.	
14	68	Annexure-10	Technical Evaluation Criteria	Presentation:	When would you require Presentation to be given for the solution design and Project approach Methodology?	Presentation date will be notified in advance.
15	15	Section C - Deliverable And Service Level Agreements	Payment Terms	S.No.1 On successful completion of all phases and Acceptance by the Bank and after deducting applicable penalties and Liquidated damages (if any) as per RFP Terms & conditions.	Can this be phase wise billing considering its 3 months due at the end?	The payment will be done as per the RFP on successful completion of all the phases. Bidder to comply with RFP terms and conditions.
16	65	Annexure -9	Scope of work	3. Critical IT functions to be covered: <ul style="list-style-type: none"> <li>▫ Core Banking Solution- Data Centre (Including Network Operation Centre)</li> <li>▫Core Banking Solution- Disaster Recovery Centre</li> <li>▫Treasury Wing- Data Centre</li> <li>▫Treasury Wing-Disaster Recovery Centre</li> <li>▫Security Operations Centre</li> <li>▫Information Technology Wing</li> <li>▫Technology Operations Wing</li> <li>▫Integrated Treasury Wing</li> <li>▫Digital Banking Services Wing</li> <li>▫Cyber Security Wing</li> </ul>	Are there any existing systems or processes that needs to be evaluated other than one's mentioned?	All the operations carried out by the respective Critical IT function has to be covered. The scope is not to evaluate the systems but to provide a comprehensive IS audit checklist with latest practices and standards for conducting audit by the internal IS audit team in future. The delivery will be a comprehensive IS audit checklist specific for each of the Critical IT functions mentioned in RFP.



17	65	Annexure -9	Scope of work	4.Project Scope : <u>Stakeholder engagement:</u> The agency will engage with internal stakeholders at various units, primarily located in Bengaluru and Mumbai, to gather insights and feedback	Will this physical or virtual considering 2 locations	It will be both physical and virtual. (Mostly on-site).
18	65	Annexure -9	Scope of work	2. Objectives: Ensure that emerging requirements in IT security, data management and technology operations are adequately addressed	Are we considering the DPDPA or any other regulations here?	All the regulatory guidelines including DPDPA and guidelines by CERT-IN, SEBI , PFRDA and any such governing bodies are to be included.
19	66	Annexure -9	Scope of work	4.Project Scope : <u>Assessment and Understanding:</u> The consultancy firm will perform an in-depth review of the current IS audit checklists in collaboration with the relevant departments. The bidder shall review the processes/functions of the respective User Wings/ Sections onsite and improvise the IS audit checklists thereby comprehensively covering all technical aspects related to IS Audit as per best Industry practices	Can this engagement be conducted remotely?	It will be both physical and virtual. (Mostly on-site).
20	66	Annexure -9	Scope of work	4.Project Scope : <u>Compliance Alignment:</u> Ensure that the revised checklists are in line with RBI's guidelines, industry best practices, and the bank's internal policies.	Does the Bank have the list of relevant RBI circulars pertaining to the specific functions?	The Bank has a list of RBI circulars.The present checklist is based on functions and policies of the groups/wings,which are derived from RBI circulars from time to time.However the bidder is expected to have exhaustive list of RBI circulars at their end for checklist preparation.
21	66	Annexure -9	Scope of work	4.Project Scope : <u>Compliance Alignment:</u> Ensure that the revised checklists are in line with RBI's guidelines, industry best practices, and the bank's internal policies.	In the checklist, should we also define the sampling methodology?	It is expected that the checklist provided is as robust as possible. Industry standards can be discussed.
22	66	Annexure -9	Scope of work	4.Project Scope : <u>Assessment and Understanding:</u> The consultancy firm will perform an in-depth review of the current IS audit checklists in collaboration with the relevant departments. The bidder shall review the processes/functions of the respective User Wings/ Sections onsite and improvise the IS audit checklists thereby comprehensively covering all technical aspects related to IS Audit as per best Industry practices	Does the current checklist address both procedural and operational aspects, including test points?	Yes, the current checklist addresses both procedural and operational aspects.
23	66	Annexure -9	Scope of work	4.Project Scope : <u>Documentation:</u> Prepare and submit comprehensive documentation of the revised checklists, including any changes made, the rationale for such changes, and implementation guidance.	What is meant by "implementation guidance" and is it necessary for each modified control?	Yes, each modified control/checklist has to be provided with implementation guidance. The method to check the modified/new checklist control is to be provided and the same is being referred as implementation guidance.
24	66	Annexure -9	Scope of work	4.Project Scope : <u>Documentation:</u> Prepare and submit comprehensive documentation of the revised checklists, including any changes made, the rationale for such changes, and implementation guidance.	Is a single round of assessment required after the checklist has been updated?	Query is not clear. However the clause is self explanatory.Bidder to comply with RFP terms and conditions



25	66	Annexure -9	Scope of work	<p><b>4.Project Scope :</b>  <b>Checklist Revision:</b> Based on assessment, the external agency will update and revise the checklists to reflect contemporary audit standards, security measures, and regulatory requirements.</p>	<p>We can only assist management in updating the checklist by giving suggestions/comments. The final responsibility is of the management to evaluate the suggesting and implement the checklist.</p> <p>2. Is there any standard/framework with which the checklists have to be aligned? (ex. ISO 27001, NIST CSF, ISO 27701, etc.)</p> <p>3. Would the templates on latest IS audits to be updated be provided by the Bank or the same to be prepared by the external consultant?</p> <p>4. Will the work be carried out from laptops provided by the Bank?</p> <p>5. Are the external consultants required to obtain any sign-off on the revised IS checklists as part of the scope of work?</p> <p>6. Can you please describe briefly the activities supported by the Information technology department and technology operations department ?</p> <p>7. Scope mentions the documentation of updated IS checklist to cover the implementation guidance. Is the ask here to update the checklist with audit test procedures or to provide general implementation guidelines as mentioned in the scope?</p>	<p>1. The scope of work is to revamp the checklist. Vendor only has to revisit and revamp the checklist after obtaining sign-off from the Bank.</p> <p>2. The checklists need to be prepared as per industry best practices there by aligning with guidelines by policies of the Bank as well as aligning with Regulatory compliance.</p> <p>3. Templates shall be provided by the consultant.</p> <p>4. Vendor to bring their own laptops and work after obtaining due approval.</p> <p>5. Yes</p> <p>6. Functions/Activities of the Wing shall be shared separately to the successful bidder</p> <p>7. It is expected to revamp checklist as per Industry best practices.</p>
26	66	Annexure -9	Scope of work	<p><b>4.Project Scope :</b>  <b>Compliance Alignment:</b> Ensure that the revised checklists are in line with RBI's guidelines, industry best practices, and the bank's internal policies.</p>	<p>We would be able to give suggestions /recommendation basis the industry knowledge</p>	<p>Bidder to comply with RFP terms and conditions.</p>
27	66	Annexure -9	Scope of work	<p><b>4.Project Scope :</b>  <b>Documentation:</b> Prepare and submit comprehensive documentation of the revised checklists, including any changes made, the rationale for such changes, and implementation guidance.</p>	<p>The deliverables would be management further consideration and evaluation.</p> <p>Step 1 - We can give suggestion/recommendations/ comments to the management for further evaluation of management</p> <p>Step 2- Management needs to evaluate the suggestion and recommendation and approve the same for further updates.</p> <p>Step 3- We can update the checklist based on managements evaluation and inputs which would be approved and adopted by the management</p>	<p>The checklists are to be evaluated and finalized , based on the inputs of the recommendations submitted by the vendor, to the satisfaction of the management.</p> <p>Bidder to comply with scope of the RFP.</p>
28	15	Section C - Deliverable And Service Level Agreements	3. Payment Terms	<p>S.No.3.2  Payment to the Consultant will be made subject to satisfaction of the Bank regarding the above deliverables based on the defined scope, after deducting applicable taxes as per applicable laws of land.</p>	<p>Satisfaction of the Bank is not a definitive criteria. We understand that service shall be performed as mutually agreed in the Contract and any consequence shall arise only from determined non-performance per the terms of the Contract.</p>	<p>Bidder to comply with RFP terms and conditions.</p>



29	32	Section F - Ownership & Awarding Of Contract	11. Order Cancellation/Termination of Contract	<p>S.No.11.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.</p> <p>S.No.11.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits &amp; at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.</p>	There is no Query asked. Bidder to comply with RFP terms and conditions.
30	35	Section G - General Conditions	4. Human Resource Requirement	<p>S.No.4.3. In case the performance of the bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own</p>	There is no Query asked. Bidder to comply with RFP terms and conditions.
31	39	Section G - General Conditions	12. Exit Management Plan:	<p>S.No.12.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Vendor/Service Provider scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider.</p>	There is no Query asked. Bidder to comply with RFP terms and conditions.
32	39	Section G - General Conditions	13. Training and Handholding:	<p>S.No.13.1. Vendor/Service Provider shall provide necessary knowledge transfer and transition support to the satisfaction of the Bank.</p>	There is no Query asked. Bidder to comply with RFP terms and conditions.
33	86	Appendix-F Draft Contract Agreement	10. Order Cancellation/Termination Of Contract:	<p>S.No.10.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.</p> <p>S.No.10.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits &amp; at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.</p>	There is no Query asked. Bidder to comply with RFP terms and conditions.



34	87	Appendix-F Draft Contract Agreement	11. Exit Management Plan:	S.No.11.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Vendor/Service Provider scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider.		There is no Query asked. Bidder to comply with RFP terms and conditions.
35	88	Appendix-F Draft Contract Agreement	12. Training And Handholding:	S.No.12.1. Vendor/Service Provider shall provide necessary knowledge transfer and transition support to the satisfaction of the Bank.		There is no Query asked. Bidder to comply with RFP terms and conditions.
36	13	Section C - Deliverable And Service Level Agreements	1. Project Timelines	S.No.1.6. Consultant must provide professional, objective and impartial advice at all times and hold the Bank's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	Bidder to comply with RFP terms.
37	42, 43	Section G - General Conditions	21. Conflict of Interest	NA		
38	45	Section G - General Conditions	24. Responsibilities of the Bidder	24.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CANARA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved		
39	95	Appendix-F Draft Contract Agreement	28. Conflict Of Interest:	NA		
40	NA	NA	NA	Bidder has no right of termination.	Bidder suggests below addition: Bidder shall have the right to terminate the Contract if Bank breaches any material term of the Contract by providing 30 days written notice to the Bank.	Bidder to comply with RFP terms and conditions.
41	NA	NA	NA	There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	Bidder to comply with RFP terms and conditions.
42	NA	NA	NA	Parties to whom information can be disclosed is not documented	Bank is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Bank is therefore requested to kindly include the following clause:  "Bidder may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."	Bidder to comply with RFP terms and conditions.



43	91	Appendix-F Draft Contract Agreement	18. Confidentiality And Non-Disclosure:	18.1.VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information	There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.  If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.	Bidder to comply with RFP terms and conditions.
44	38	Section G - General Conditions	11. Confidentiality and Non-Disclosure	11.1.VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information.		
45	16, 17	Section C - Deliverable And Service Level Agreements	6	Subcontracting		The clause is self explanatory. Bidder to comply with RFP terms and conditions.
46	40	Section G - General Conditions	16. Hiring of Bank Staff or Ex-Staff:	The VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employee of the Bank during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the VENDOR/ SERVICE PROVIDER or sub-contractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank	[NAME OF PW FIRM] is a member firm of the network of the India firms registered with the Institute of Chartered Accountants of India as "Price Waterhouse & Affiliates". The India Network of Firms consists of separate, distinct, and independent member firms, each of which is incorporated in accordance with local legal requirements and are registered with the ICAI. Each member firm of Price Waterhouse & Affiliates is also an individual member of an International Network of firms, PricewaterhouseCoopers International Limited ("PwC IL"). Each member firm of the said International Network is a separate and distinct legal entity and does not act either as the agent of PwC IL or any other member firm or is it responsible or liable for the acts or omissions of any other member firm. In the course of provision of Services under this RFP, we hereby clarify that we may draw on the resources from any member firm of PwC IL.	
47	85	Appendix-F Draft Contract Agreement	8. Subcontracting	8.1. VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK. 8.2. Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.	We may also engage subcontractors for the purposes of internal, administrative (including storage, hosting, IT and other maintenance and support facilities), regulatory or compliance purposes.  No prior consent shall be required for the afore mentioned assignment or subcontracting.	
48	90	Appendix-F Draft Contract Agreement	15	15.RIGHT TO AUDIT		
49	93	Appendix-F Draft Contract Agreement	21	21.HIRING OF BANK STAFF OR EX-STAFF		
50	36	Section G - General Conditions	6. Inspection of records	Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this RFP and the selected bidder shall extend all cooperation in this regard.	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Bank to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	Bidder to comply with RFP terms and conditions.
51	90	Appendix-F Draft Contract Agreement	15	Right to audit		
52	17	Section C - Deliverable And Service Level Agreements	7	Right to audit		



53	85	Appendix-F Draft Contract Agreement	10	10.ORDER CANCELLATION/TERMINATION OF	To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	Bidder to comply with RFP terms and conditions.
55	32	Section F - Ownership & Awarding Of Contract	11.4, 11.5	11.4.In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider. 11.5.After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.	Request client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.	Bidder to comply with RFP terms and conditions.
56	85, 86	Appendix-F Draft Contract Agreement	10.4, 10.5 10. Order Cancellation/Termination Of Contract:	10.4.In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider. 10.5.After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.		
57	91	Appendix-F Draft Contract Agreement	17. Corrupt And Fraudulent Practices:	17.1. Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period. 17.2. Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution/Service by the Bank.	Any determination of any breach of laws by the Firm, including any corrupt or fraudulent practices, shall be done by a court of competent jurisdiction and not by the Bank itself.	Bidder to comply with RFP terms and conditions.
58	46	Section G - General Conditions	25	25.Corrupt and Fraudulent Practices		
59	31	Section F - Ownership & Awarding Of Contract	11. Order Cancellation/Termination of Contract	11.1.The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.		Bidder to comply with RFP terms and conditions.





60	32	Section F - Ownership & Awarding Of Contract	11. Order Cancellation/Termination of Contract	11.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.		
61	47	Section G - General Conditions	28. Modification/Cancellation of RFP	The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/cancellation.	Cancellation / Rescission means voiding the contract and making the contract ineffective from its inception, thereby restoring the parties to the positions they would have occupied if no contract had ever been formed. In this scenario, bidder may be deprived of any payment and refund of all payments made already may be sought. Request deletion of this clause	
62	85	Appendix-F Draft Contract Agreement	10. Order Cancellation/Termination Of Contract:	10.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.		
63	86	Appendix-F Draft Contract Agreement	10. Order Cancellation/Termination Of Contract:	10.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages		
64	14	Section C - Deliverable And Service Level Agreements	2	2. Penalties/Liquidated Damages	We request client to cap the liquidated damages/penalties cumulatively to 5% (instead of 10%) of the total contract value.	Bidder to comply with RFP terms and conditions.
65	31	Section F - Ownership & Awarding Of Contract	11. Order Cancellation/Termination of Contract	11. Order Cancellation/Termination of Contract	Bank to give a cure period of 30 days to rectify the non-compliance before levying such penalty.	
66	32	Section F - Ownership & Awarding Of Contract	11. Order Cancellation/Termination of Contract	11.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.		
67	40	Section G - General Conditions	14. Service Levels:	During the term of the contract, the bidder/ vendor shall maintain the Service Levels as detailed in RFP/GeM Bid/PO. In case the vendor fails to maintain the Service Levels, Liquidated damages or other remedies as detailed in RFP/GeM Bid/PO shall be imposed/availed on the Bidder/Vendor/Service provider.		
68	85	Appendix-F Draft Contract Agreement	9	9. Service Levels: During the term of the contract, the vendor shall maintain the Service Levels as detailed in RFP/GeM Bid/PO. In case the vendor fails to maintain the Service Levels, Liquidated damages as detailed in RFP/GeM Bid/PO shall be imposed on the Vendor/Service provider.		
69	86	Appendix-F Draft Contract Agreement	10. Order Cancellation/Termination Of Contract:	10.2. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:		



70	14	Section C - Deliverable And Service Level Agreements	2. Penalties/Liquidated Damages	2.6Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their service provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.	Fraud finding or fraud prevention is not the consultant's responsibility. Therefore, we cannot assume responsibility for any fraud that takes place at the Bank.  Additionally, Bank is requested to include a clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and Meity guidelines and also the industry standard. Even the Contract Act stipulates and remote and consequential damages are not payable. Bank is requested to include the below clause:	Bidder to comply with RFP terms and conditions.
71	46	Section G - General Conditions	25	25. Corrupt and Fraudulent Practices		
72	57	Annexure-2	Pre-Qualification Criteria	<b>Pre-Qualification Criteria</b> Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. <b>Documents to be submitted</b> <b>In compliance with Pre-Qualification Criteria</b> The bidder should submit self-declaration on the Company's letter head to this effect.	"Bank agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."	
73	14	Section C - Deliverable And Service Level Agreements	2	2. Penalties/Liquidated Damages	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	Bidder to comply with RFP terms and conditions.
74	14	Section C - Deliverable And Service Level Agreements	2. Penalties/Liquidated Damages	2.4If any act or failure by the selected bidder/consultant under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.	Electronic transmission of information cannot be guaranteed to be secure or virus or error free and such information could be intercepted, corrupted, lost, destroyed, could arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, while we will use reasonable procedures to check for the most commonly known viruses before sending information electronically, we understand that we shall have no liability to you arising from or in connection with the electronic communication of information to each other.	Bidder to comply with RFP terms and conditions.
75	15	Section C - Deliverable And Service Level Agreements	2.1	2.10LD is not applicable for the reasons attributable to the Bank and Force Majeure.	We request deletion of this verbiage. Nemo iudex in causa sua. The determination of whether there was a delay at Bank's end cannot be dependent on confirmation from the Bank's official.	Bidder to comply with RFP terms and conditions.
76	44	Section G - General Conditions	23	23. Force Majeure		
77	34	Section G - General Conditions	2. Roles & Responsibility during Project Implementation	2.2.The selected bidder shall take all steps to ensure safety of bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.	We understand that this whole clause is limited to physical safety. Kindly confirm.	The clause is self explanatory. Bidder to comply with RFP terms and conditions.
78	42	Section G - General Conditions	20	20. Indemnity	There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.  If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.	Bidder to comply with RFP terms and conditions.



79	42	Section G - General Conditions	20	20.Indemnity	<p>We request client to include the following exceptions and procedure as these are industry standards and reasonable.</p> <p>1. Bidder will not indemnify the Bank, however, if the claim of infringement is caused by: a) Bank's misuse or modification of the Service; b) Bank's failure to use corrections or enhancements made available by the Bidder; c) Bank's use of the Service in combination with any product or information not owned or developed by Bidder; However, if any service, information, direction, specification or materials provided by Bidder or any third party contracted to it, is or likely to be held to be infringing, Bidder shall at its expense and option either: i. Procure the right for Bank to continue using it; ii. Replace it with a no infringing equivalent; iii. Modify it to make it no infringing.</p> <p>2. The foregoing remedies constitute Bank's sole and exclusive remedies and Bidder's entire liability with respect to infringement.</p> <p>Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage claims or liabilities and any claims of any third party that may arise out of or result from this Contract."</p>	Bidder to comply with RFP terms and conditions.
80	47	Section G - General Conditions	29	Social Media Policy	Any additional internal policies of the Bank need to first be reviewed by the Firm, before we can agree to comply.	Bidder to comply with RFP terms and conditions.
81	92	Appendix-F Draft Contract Agreement	20	Social Media Policy		
82	93	Appendix-F Draft Contract Agreement	22. Adherence To Banks IS Security/Cyber Security Policies:	<p>22.1. VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.</p> <p>22.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.</p>		
83	40	Section G - General Conditions	17. Adherence to Banks IS Security/Cyber Security Policies:	<p>17.1. VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.</p> <p>17.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.</p>		
84	40	Section G - General Conditions	16: Hiring of bank or Ex-staff	The VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employee of the Bank during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the VENDOR/ SERVICE PROVIDER or sub-contractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank	What is the period for which such hiring is restricted? Also, can this be limited to nay specific team from the Bank?	Hiring and utilizing the services of ex-Staff of the Bank shall be restricted during the active contract period.



85	40	Section G - General Conditions	17. Adherence to Banks IS Security/Cyber Security Policies:	17.1. VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines. 17.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.	We humbly submit that this is wide ask. We request your good office to limit this compliance to our own Code of Conduct and similar principles contained in your internal policies.	Bidder to comply with RFP terms and conditions.
86	42	Section G - General Conditions	21	21.Conflict of Interest	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	Bidder to comply with RFP terms and conditions.
87	48	Section G - General Conditions	32	32.Bidder Conformity	We may have some cloud based applications wherein storage may be required on cloud outside India. We request authority to confirm that we may use such cloud hosted applications for the delivery of services.	No. The scope of RFP does not require the use of cloud hosted applications for delivery of services. Bidder to comply with RFP terms and conditions.
88	14	Section C - Deliverable And Service Level Agreements	2.2 2.9	Penalties and liquidated damages: 2.2: Penalties/LD for non performance 2.9: LD not applicable to bank	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	Bidder to comply with RFP terms and conditions.
89	43	Section G - General Conditions	22. General Conditions to Contract:	22. General Conditions to Contract:	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Bank to access our invoicing records under this engagement. For avoidance of doubt, such access should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our obligations under this clause will be subject to foregoing statement.	Bidder to comply with RFP terms and conditions.

Date: 24.10.2024  
Place: Bengaluru

*Grants*  
Deputy General Manager  
*b*

