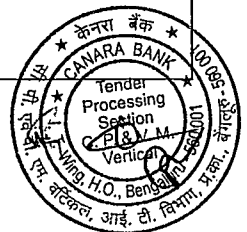


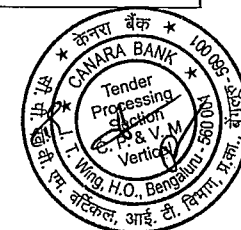
Reply to Pre-Bid Queries for GeM Bid Ref No. GEM/2023/B/4199181 dated 13/11/2023 - Selection of Consultant for preparing Sustainability Report and Climate Risk Management Framework of the Bank

Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	11	7. Scope of Work	7.2	Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective of Consultancy Services in the process of on-boarding of vendor for providing Contact Centre Services in the Bank.	We understand that the scope might change due to unforeseen circumstances. In such cases, can the consultant revise the commercials or raise a Change Request at a later stage?	Modifications in scope will be primarily for considering any new regulatory guidelines within the project. In case of any other major out of the scope work, Change requests may be accepted. Bidder to comply by RFP terms for scope of work provided.
2	11	7. Scope of Work	7.3	During the course of the project, there might be related areas which Bank would like the selected Bidder/Consultant to undertake which may not have envisaged earlier.	We understand that the scope might change due to unforeseen circumstances. In such cases, can the consultant revise the commercials or raise a Change Request at a later stage?	Modifications in scope will be primarily for considering any new regulatory guidelines within the project. In case of any other major out of the scope work, Change requests may be accepted. Bidder to comply by RFP terms for scope of work provided.
3	11	SECTION B - INTRODUCTION	7.3	During the course of the project, there might be related areas which Bank would like the selected Bidder/Consultant to undertake which may not have envisaged earlier.	Though we are principally fine with the clause, we humbly propose the following addition: During the course of the project, there might be related areas which Bank would like the selected Bidder/Consultant to undertake, at additional cost to the Bank, which may not have envisaged earlier.	Bidder to comply with RFP terms & conditions.
4	12	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Heatmap analysis	Prepare a sectoral heatmap to rank degree of transition risk- including policy, technology, reputation, market and legal risks at an industry-level. The bank is able to rank industries on the basis of transition risk sensitivity and exposure using the above heatmap.	For sectoral heatmap, has the bank identified list of industries to be focused on or would that be a part of current state assessment?	The Clause is self explanatory and the Bank will identify industries and rank them as a part of this project.
5	12	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1-1.3	5. Draft Sustainability report of the Bank by 20 April 2024	For the Sustainability Report we believe the data will be captured for Apr 2023-Mar2024. By when will the FY end data (as on 31st march 2024) be shared with the consultant for the Sustainability Report?	Data for Sustainability report shall be provided with in appropriate time intervals for its completion.
6	12	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5	Draft Sustainability report of the Bank	Has the bank already conducted an ESG materiality analysis or will that be expected to be conducted as part of deliverables?	Details shall be Shared with the successful bidder
7	12	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS		Deliverables do not mention Scope 3 Financed Emission estimation; but mentions Front Implementation of Climate Risk and ESG for Front Book as part of Phase 1 deliverables	1) Will the treasury investments (equity, bonds) be expected to be covered under Scope 3 Financed emissions? 2) Is the bank considering Scope 3 estimation as part of SOW? 3) What details will the bank be able to provide us for estimating lending and investment portfolio related financed emissions?	Estimation of Bank's scope 3 emissions has been excluded from the scope of work. Front book assessment pertains to pre-lending assessment which would include both ESG and Climate Risk parameters
8	12	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.2	The above scope and deliverables have to be designed, implemented and executed to Bank's satisfaction in 12 months period starting from the date of Acceptance of PO mentioned in the Contract.	Though we are principally fine with the clause, we humbly propose the following changes: The above scope and deliverables have to be designed, implemented and executed in accordance with the mutually agreed specifications to Bank's satisfaction in 12 months period starting from the date of Acceptance of PO mentioned in the Contract.	Bidder to comply with RFP terms & conditions.
9	13	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	10	Annexure 9 SOW has all deliverables within 11 months, whereas Annexure 10 Technical Evaluation Criteria Part 3 requires a "Plan of completion of project in 2 years"	Is the scope of work to be delivered in 11 months or 2 years? Please share the expected timeline for the completion of the entire project?	Bidder is requested to refer Corrigendum-1
10	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.14	Bank shall reserve the right to change the timelines in order to comply with regulatory guidelines without any additional cost.	Though we are principally fine with the clause, we humbly propose the following changes: Bank shall reserve the right to change the timelines in order to comply with regulatory guidelines without any at -additional cost to the Bank.	Bidder to comply with RFP terms & conditions.
11	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	2.1	The Bank will impose liquidated damages of 0.50% of the total contract value per week or part thereof, for delay in not adhering to the time schedules (Phase wise) for commitments under each activity under Clause 1.3. with the maximum cap of 10% of total contract value.	Though we are principally fine with the clause, we humbly propose the following changes: The Bank will impose liquidated damages of 0.50% of the total contract value of the delayed deliverable per week or part thereof, for delay in not adhering to the time schedules (Phase wise) for commitments under each activity under Clause 1.3., for reasons solely attributable to the selected bidder, with the maximum cap of 10% of total contract value.	Bidder to comply with RFP terms & conditions.
12	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	2.6	Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the selected bidder.	Though we are principally fine with the clause, we humbly propose the following changes: Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly and solely attributable to the staff of the selected bidder.	Bidder to comply with RFP terms & conditions.
13	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3.8.1	The Bank may withhold payment of any charges that it disputes in good faith, and may set-off against penalty amount and any other amount which the Consultant owes to the Bank against charges payable to the Consultant under this Agreement.	We humbly propose deletion of the clause: <del>The Bank may withhold payment of any charges that it disputes in good faith, and may set-off against penalty amount and any other amount which the Consultant owes to the Bank against charges payable to the Consultant under this Agreement.</del>	Bidder to comply with RFP terms & conditions.
14	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3.8.2	In case of delay in respect of timelines for designing, roll-out and implementation mentioned in this document, the appropriate committee shall decide whether or not the delay is attributable to the Consultant. In case, the appropriate committee determines that the delay is not attributable to the Consultant, the Bank shall release the payment.	Though we are principally fine with the clause, we humbly propose the following changes: In case of delay in respect of timelines for designing, roll-out and implementation mentioned in this document, the mutually appointed appropriate committee shall decide whether or not the delay is attributable to the Consultant. In case, the appropriate committee determines that the delay is not attributable to the Consultant, the Bank shall release the payment.	Bidder to comply with RFP terms & conditions.



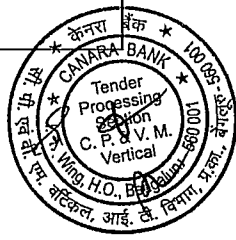
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Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
15	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5. Subcontracting	The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank. The selected bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance).	We understand collaboration with any third party providers is also restricted similar to subcontracting, please confirm.	Yes, Bidder to comply with RFP terms & conditions.
16	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	6. Right to Audit	6.1. The selected bidder (Service Provider) has to get itself annually audited by Internal/external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank.	It is not feasible for the firm to provide right to audit to Bank's selected auditor given existing contracts with firm's Auditors. Requesting Bank to provide flexibility to this clause.	Bidder to comply with RFP terms & conditions.
17	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3.14	Payment shall be released within 30 days from submission of relevant documents as per RFP terms.	Though we are principally fine with the clause, we humbly propose the following changes: Payment shall be released within 30 days from submission of relevant documents as per RFP terms, failure of which shall attract interest at the rate of 2% per month.	Bidder to comply with RFP terms & conditions.
18	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5: Subcontracting	The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank. The selected bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.	Though we are principally fine with the clause, we humbly propose the following changes: The selected bidder shall not subcontract, form a consortium or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written intimation to-consent-of- the Bank. The selected bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.	Bidder to comply with RFP terms & conditions.
19	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	6.1	The selected bidder (Service Provider) has to get itself annually audited by Internal/external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank.	Though we are principally fine with the clause, we humbly propose the following changes: Subject to a prior written notice of 15 days, the selected bidder (Service Provider) has to get itself annually audited by Internal/external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank.	Bidder to comply with RFP terms & conditions.
20	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	NA	N/A	We humbly propose the addition of below clause: Use of any third party auditor that is a competitor of selected bidder shall be subject to selected bidder's prior written approval, such approval not to be unreasonably withheld or delayed; The Bank or any auditor conducting any such audit shall at all times comply with any and all reasonable security and confidentiality guidelines and other policies of selected bidder with respect to the audit. The Bank shall not be entitled to audit: (a) data or information of other customers or clients of selected bidder; (b) any cost information unless such is the basis of a billable expense; (c) Selected bidder's quality assurance reviews, contract management reports, and security functions; (d) third parties except to the extent selected bidder has the right to grant such rights, or (v) any other Confidential Information of selected bidder that is not directly relevant for the authorised purposes of the audit.	Bidder to comply with RFP terms & conditions.
21	19	SECTION D - BID PROCESS	3.3	In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.	We request Canara Bank to extend the deadline for the submission of bid to 21 December 2023.	Bidder to comply with RFP terms and conditions.



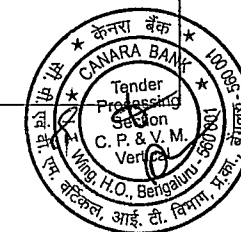
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Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
22	22	Section D - Bid Process	10. Assumptions/Presumptions/Modifications	The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc., in the bidder's response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.	Please confirm if there will be scope for adding assumptions, presumptions, modifications, terms, conditions, deviation etc at a later stage depending on the situation.	No, Bidder to comply with RFP terms & conditions.
23	30	SECTION F - OWNERSHIP & AWARDS OF CONTRACT	10.4	If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the total value of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5 % of the total order value.	We humbly propose deletion of the clause: <del>If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the total value of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value.</del>	Bidder to comply with RFP terms & conditions.
24	30	SECTION F - OWNERSHIP & AWARDS OF CONTRACT	12.1	Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.	Though we are principally fine with the clause, we humbly propose the following changes: Bank shall serve the notice of termination to the bidder at least 90 30 days prior, of its intention to terminate services without assigning any reasons.	Bidder to comply with RFP terms & conditions.
25	30	SECTION F - OWNERSHIP & AWARDS OF CONTRACT	12.2	The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order 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	Though we are principally fine with the clause, we humbly propose the following changes: The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order by providing notice of such cancellation at least 30 days prior, 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	Bidder to comply with RFP terms & conditions.
26	30	SECTION F - OWNERSHIP & AWARDS OF CONTRACT	12.2.1	Delay in delivery of services in the specified period.	Though we are principally fine with the clause, we humbly propose the following changes: Delay in delivery of services in the specified period for reasons solely attributable to the selected bidder.	Bidder to comply with RFP terms & conditions.
27	31	SECTION F - OWNERSHIP & AWARDS OF CONTRACT	12.3	The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances	Though we are principally fine with the clause, we humbly propose the following changes: The Bank reserves the right to cancel the contract placed on the selected bidder by providing notice of such cancellation at least 30 days prior, and recover expenditure incurred by the Bank on the following circumstances	Bidder to comply with RFP terms & conditions.
28	31	SECTION F - OWNERSHIP & AWARDS OF CONTRACT	12.3.2	Excessive delay in execution of order placed by the Bank.	Though we are principally fine with the clause, we humbly propose the following changes: Excessive delay in execution of order placed by the Bank for reasons solely attributable to the selected bidder.	Bidder to comply with RFP terms & conditions.
29	31	SECTION F - OWNERSHIP & AWARDS OF CONTRACT	12.4	In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.	We humbly propose deletion of the clause: <del>In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.</del>	Bidder to comply with RFP terms & conditions.
30	31	SECTION F - OWNERSHIP & AWARDS OF CONTRACT	12.5	After the award of the contract, if the selected bidder 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-month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out 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.	We humbly propose deletion of the clause: <del>After the award of the contract, if the selected bidder 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-month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out 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.</del>	Bidder to comply with RFP terms & conditions.



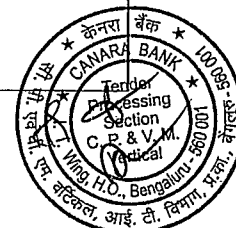
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Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
31	32	SECTION G - GENERAL CONDITIONS	2.1	All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during contract period shall be provided by the selected Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.	Though we are principally fine with the clause, we humbly propose the following changes: All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during contract period shall be provided by the selected Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.	Bidder to comply with RFP terms & conditions.
32	32	SECTION G - GENERAL CONDITIONS	2.3	In case of any damage of Bank's property during execution of the work is attributable to the Bidder, Bidder has to replace the damaged property at his own cost.	Though we are principally fine with the clause, we humbly propose the following changes: In case of any damage of Bank's tangible property during execution of the work is solely attributable to the Bidder, Bidder has to replace the damaged tangible property at his own cost.	Bidder to comply with RFP terms & conditions.
33	33	SECTION G - GENERAL CONDITIONS	4.3	In case the performance of the selected Bidder /their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the selected Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the selected Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.	Though we are principally fine with the clause, we humbly propose the following changes: In case the performance of the selected Bidder /their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the selected Bidder shall have to replace the said person within the time limits mutually agreed by the Parties stipulated by the Bank. Where the selected Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.	Bidder to comply with RFP terms & conditions.
34	33	SECTION G - GENERAL CONDITIONS	5.2	The selected bidder shall deliver the services as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at selected bidder's cost as per accepted time schedules. The selected bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.	Though we are principally fine with the clause, we humbly propose the following changes: The selected bidder shall deliver the services as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at selected bidder's the Bank's cost as per accepted time schedules. The selected bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and at additional cost to Bank.	Bidder to comply with RFP terms & conditions.
35	33	SECTION G - GENERAL CONDITIONS	5.3	The selected bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The selected bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.	Though we are principally fine with the clause, we humbly propose the following changes: The selected bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him for reasons solely attributable to the selected bidder irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The selected bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without at extra cost to the bank.	Bidder to comply with RFP terms & conditions.
36	34	SECTION G - GENERAL CONDITIONS	6. Inspection of Records	Pre-Qualification Criteria 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.	It is not feasible for the firm to authorize third party verification/audit given existing contracts. Requesting Bank to please flexibility to this clause.	Bidder to comply with RFP terms & conditions.
37	34	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.	Though we are principally fine with the clause, we humbly propose the following changes: Subject to a prior written notice of 15 days to selected bidder, Bank at its discretion may, once per annum, verify the accounts and records relating to the services under this RFP, 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.  Use of any third party auditor that is a competitor of the selected bidder shall be subject to the selected bidder's prior written approval, such approval not to be unreasonably withheld or delayed. The Bank or any auditor conducting any such audit shall at all times comply with any and all reasonable security and confidentiality guidelines and other policies of selected bidder with respect to the audit. The Bank shall not be entitled to audit: (a) data or information of other customers or clients of selected bidder; (b) any cost information unless such is the basis of a billable expense; (c) Selected bidder's quality assurance reviews, contract management reports, and security functions; (d) third parties except to the extent selected bidder has the right to grant such rights, or (e) any other Confidential Information of selected bidder that is not directly relevant for the authorised purposes of the audit.	Bidder to comply with RFP terms & conditions.



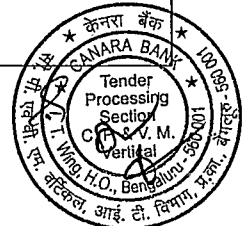
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Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
38	34	SECTION G - GENERAL CONDITIONS	7: Negligence	In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.	Though we are principally fine with the clause, we humbly propose the following changes: In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing of at least 30 days to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.	Bidder to comply with RFP terms & conditions.
39	34	SECTION G - GENERAL CONDITIONS	8.1	The selected bidder shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.	Though we are principally fine with the clause, we humbly propose the following changes: The selected bidder shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with prior written intimation to the Bank's prior written consent.	Bidder to comply with RFP terms & conditions.
40	34	SECTION G - GENERAL CONDITIONS	9: Publicity	Any publicity by the selected bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.	Though we are principally fine with the clause, we humbly propose the following changes: Any publicity by the selected bidder in which the name of the Bank is to be used will be done only with the explicit written intimation to permission of the Bank.	Bidder to comply with RFP terms & conditions.
41	34	SECTION G - GENERAL CONDITIONS	10.1	Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.	Though we are principally fine with the clause, we humbly propose the following changes: Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.	Bidder to comply with RFP terms & conditions.
42	35	SECTION G - GENERAL CONDITIONS	10.2(c)	If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.	Though we are principally fine with the clause, we humbly propose the following changes: If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.	Bidder to comply with RFP terms & conditions.
43	35	SECTION G - GENERAL CONDITIONS	NA	N/A	We humbly propose the addition of the following clause: Notwithstanding anything herein to the contrary, the Bank acquires no rights in selected bidder's intellectual property or other proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for the Bank hereunder, including, without limitation, any derivatives thereof, which have been or are originated, developed, purchased, acquired or licensed by the selected bidder or its affiliates, or by third parties under contract to selected bidder or its affiliates (all of the foregoing, collectively, "Selected Bidder's Proprietary Intellectual Property").  Selected bidder shall not embed any Selected Bidder's Proprietary Intellectual Property materials into any Deliverable without the prior, written consent of the Bank. To the extent that selected bidder embeds any Selected Bidder's Proprietary Intellectual Property into a Deliverable, selected bidder hereby grants to the Bank a royalty-free, non-exclusive, non-transferable license to use such Selected Bidder's Proprietary Intellectual Property solely in connection with the Bank's use of the Deliverable and in accordance with any further specific limitations set forth in the applicable purchase order, and provided no portion of the Selected Bidder's Proprietary Intellectual Property will be unbundled or separated or used as a stand alone product or development tool.	Bidder to comply with RFP terms & conditions.



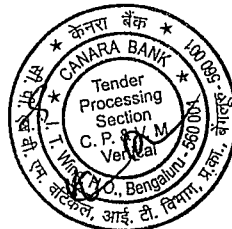
Reply to Pre-Bid Queries for GeM Bid Ref No. GEM/2023/B/4199181 dated 13/11/2023 - Selection of Consultant for preparing Sustainability Report and Climate Risk Management Framework of the Bank

Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
44	35	SECTION G - GENERAL CONDITIONS	11.1	The selected bidder 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. The selected bidder 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.	Though we are principally fine with the clause, we humbly propose the following changes: The selected bidder-Party receiving confidential information ("Receiving Party") from the party disclosing confidential information ("Disclosing Party") 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. The Receiving Party selected-bidder shall suitably defend, indemnify the Disclosing Party the-Bank for any loss/damage suffered by Disclosing Party Bank on account of and to the extent of any disclosure of the confidential information.	Bidder to comply with RFP terms & conditions.
45	35	SECTION G - GENERAL CONDITIONS	11.2	No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.	Though we are principally fine with the clause, we humbly propose the following changes: No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written intimation to consent-of-the Bank, by photographic, electronic or other means.	Bidder to comply with RFP terms & conditions.
46	36	SECTION G - GENERAL CONDITIONS	12.3.2	Plans for provision of contingent support to the Project and replacement bidder/Vendor/Service Provider for a reasonable period (minimum three month and maximum as per mutual agreement) after transfer or as decided by Canara Bank.	Though we are principally fine with the clause, we humbly propose the following changes: Plans for provision of contingent support to the Project and replacement bidder/Vendor/Service Provider for a reasonable period (minimum three-month-and-maximum as per mutual agreement) after transfer or-as-decided-by-Canara-Bank.	Bidder to comply with RFP terms & conditions.
47	36	SECTION G - GENERAL CONDITIONS	12.6	The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Canara Bank.	Though we are principally fine with the clause, we humbly propose the following changes: The transition & exit management period will start minimum-six-(6)-months-before-the-expiration-of-the-contract-or at such period as mutually decided by the Parties Canara-Bank.	Bidder to comply with RFP terms & conditions.
48	36	SECTION G - GENERAL CONDITIONS	12.7	Bidder /Vendor/Service Provider will provide shadow support for a minimum of 90 days or as decided by the Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.	Though we are principally fine with the clause, we humbly propose the following changes: Bidder /Vendor/Service Provider will provide shadow support for such period as mutually agreed by the Parties a-minimum-of-90-days-or-as-decided-by-the-Bank-before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.	Bidder to comply with RFP terms & conditions.
49	36	SECTION G - GENERAL CONDITIONS	12.8	In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Canara Bank and communicated to Bidder/Vendor/Service Provider.	Though we are principally fine with the clause, we humbly propose the following changes: In case of termination, the exit management period will start from effective date of termination, or such other date as may be mutually agreed by the Parties decided-by-Canara-Bank-and-communicated-to-Bidder/Vendor/Service-Provider.	Bidder to comply with RFP terms & conditions.
50	36	SECTION G - GENERAL CONDITIONS	NA	N/A	We humbly propose the addition of the following clause: All exit/transition management services to be provided by the selected bidder to the Bank under this Clause shall be on chargeable basis at rates to be mutually agreed by the Parties.	Bidder to comply with RFP terms & conditions.
51	36	SECTION G - GENERAL CONDITIONS	13.1	Bidder /Vendor/Service Provider shall provide necessary knowledge transfer and transition support to the satisfaction of the Bank.	Though we are principally fine with the clause, we humbly propose the following changes: Subject to fees payable by the Bank, Bidder /Vendor/Service Provider shall provide necessary knowledge transfer and transition support as mutually agreed by the Parties to-the-satisfaction-of-the-Bank.	Bidder to comply with RFP terms & conditions.
52	37	SECTION G - GENERAL CONDITIONS	13.5	Bidder/ Vendor/Service Provider shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by Bank. During Reverse transition Bank will not pay any additional cost to the Bidder/Vendor/Service Provider for doing reverse transition.	Though we are principally fine with the clause, we humbly propose the following changes: Bidder/ Vendor/Service Provider shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider-in-at-least-last-three-(3)-months-of-the-project-duration-or for such period as mutually agreed by the Parties as-decided-by-Bank. During Reverse transition Bank will not pay any-such additional cost as agreed by the Parties to the Bidder/Vendor/Service Provider for doing reverse transition.	Bidder to comply with RFP terms & conditions.
53	37	SECTION G - GENERAL CONDITIONS	17: Hiring of Bank Staff or Ex-Staff	The BIDDER/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 Bidder/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	Though we are principally fine with the clause, we humbly propose the following changes: The-BIDDER/VENDOR-/SERVICE-PROVIDER-or-subcontractor(s) Either Party shall not hire any of the existing/ ex/retired employee of the other Party Bank during the contract period or twelve months after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from either Party the-Bidder/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	Bidder to comply with RFP terms & conditions.



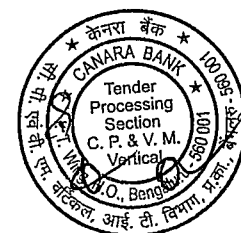
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Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
54	37	SECTION G - GENERAL CONDITIONS	18.2	In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the Bidder/Vendor/Service Provider shall immediately report such incident to the Bank.	Though we are principally fine with the clause, we humbly propose the following changes: In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the Bidder/Vendor/Service Provider shall immediately as soon as practicable report such incident to the Bank.	Bidder to comply with RFP terms & conditions.
55	38	SECTION G - GENERAL CONDITIONS	19.1	The BIDDER/VENDOR/ SERVICE PROVIDER warrants that at all times, when delivering the Deliverables and providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Bank data occurs as a result of Bidder/Vendor/Service provider failure to perform its responsibilities in the RFP, Bidder/ Vendor/Service Provider will at Bank's request correct or cause to be corrected any loss or damage to Bank data. Further, the cost of the any corrective action in relation to data loss of any nature will be borne by Bidder/Vendor/Service Provider, if such loss or damage was caused by any act or omission of Bidder/Vendor/Service provider or its officers, employees, contractors or agents or other persons under Bidder/ Vendor/Service provider control.	Though we are principally fine with the clause, we humbly propose the following changes: The BIDDER/VENDOR/ SERVICE PROVIDER warrants that at all times, when delivering the Deliverables and providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Bank data occurs as a result of Bidder/Vendor/Service provider failure to perform its responsibilities in the RFP, Bidder/ Vendor/Service Provider will at Bank's request correct or cause to be corrected any loss or damage to Bank data. Further, the cost of the any corrective action in relation to data loss of any nature will be borne by Bidder/Vendor/Service Provider, if such loss or damage was solely caused by any act or omission of Bidder/Vendor/Service provider or its officers, employees, contractors or agents or other persons under Bidder/ Vendor/Service provider control.	Bidder to comply with RFP terms & conditions.
56	38	SECTION G - GENERAL CONDITIONS	19.3	The BIDDER/VENDOR/ SERVICE PROVIDER is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the banks and its customer's data and report same to the bank, Bidder/Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information	Though we are principally fine with the clause, we humbly propose the following changes: The BIDDER/VENDOR/ SERVICE PROVIDER is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the banks and its customer's data and report same to the Bank. Bidder/Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information	Bidder to comply with RFP terms & conditions.
57	38	SECTION G - GENERAL CONDITIONS	21.1	BIDDER/VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: 21.1.1.The breach, default or non-performance of undertakings, warranties, covenants or obligations by BIDDER/VENDOR/ SERVICE PROVIDER; 21.1.2.Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by BIDDER/VENDOR/ SERVICE PROVIDER; 21.1.3.Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Bidder/Vendor/Service Provider	Though we are principally fine with the clause, we humbly propose the following changes: BIDDER/VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: 21.1.1.The breach, default or non-performance of undertakings, warranties, covenants or obligations by BIDDER/VENDOR/ SERVICE PROVIDER; 21.1.2.Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by BIDDER/VENDOR/ SERVICE PROVIDER; 21.1.3.Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Bidder/Vendor/Service Provider	Bidder to comply with RFP terms & conditions.
58	39	SECTION G - GENERAL CONDITIONS	21. Indemnity	21.2.1.All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities. 21.2.2.The limits specified in below clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.	Indemnity is open in terms of period and also IPR related indemnity is unlimited, please confirm if there is scope of modification to this clause.	Bidder to comply with RFP terms & conditions.
59	39	SECTION G - GENERAL CONDITIONS	21.2.1	All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.	We humbly propose deletion of the clause: All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.	Bidder to comply with RFP terms & conditions.



Reply to Pre-Bid Queries for GeM Bid Ref No. GEM/2023/B/4199181 dated 13/11/2023 - Selection of Consultant for preparing Sustainability Report and Climate Risk Management Framework of the Bank

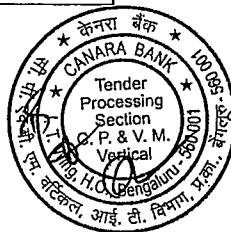
Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
60	39	SECTION G - GENERAL CONDITIONS	21.2.2	The limits specified in below clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.	Though we are principally fine with the clause, we humbly propose the following changes: The limits specified in below clause shall not apply to claims made by the Bank/third parties in case of infringement of intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited. In no event will either Party be liable (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any: (f) consequential, indirect, incidental, special or punitive damages, or (h) loss of profits, business, opportunity or anticipated savings (whether directly or indirectly arising). Nothing in the RFP excludes or limits either Party's liability to the other which cannot lawfully be excluded or limited.	Bidder to comply with RFP terms & conditions.
61	39	SECTION G - GENERAL CONDITIONS	23.1	The BIDDER/VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.	Though we are principally fine with the clause, we humbly propose the following changes: The BIDDER/VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records (excluding internal cost records), information, logs, alerts and business premises subject to prior written notice of 15 days, relevant to the service provided under this agreement to the Bank.	Bidder to comply with RFP terms & conditions.
62	39	SECTION G - GENERAL CONDITIONS	23.2	The BIDDER/VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information	Though we are principally fine with the clause, we humbly propose the following changes: The BIDDER/VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the Bank. Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information	Bidder to comply with RFP terms & conditions.
63	40	SECTION G - GENERAL CONDITIONS	24.2	For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the selected bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the selected bidder, resulting in such a situation.	Though we are principally fine with the clause, we humbly propose the following changes: For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the selected bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake, fire, financial sanctions, import/export embargoes, events not foreseeable but does not include any fault or negligence or carelessness on the part of the selected bidder, resulting in such a situation.	Bidder to comply with RFP terms & conditions.
64	40	SECTION G - GENERAL CONDITIONS	24.3	In the event of any such intervening Force Majeure, the selected bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the selected bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.	Though we are principally fine with the clause, we humbly propose the following changes: In the event of any such intervening Force Majeure, the selected bidder shall notify the Bank in writing of such circumstances and the cause thereof as soon as practicable immediately within five calendar days. Unless otherwise directed by the Bank, the selected bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.	Bidder to comply with RFP terms & conditions.
65	40	SECTION G - GENERAL CONDITIONS	24.4	In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the selected bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the selected bidder.	Though we are principally fine with the clause, we humbly propose the following changes: In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the selected bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Parties the Bank shall be final and binding on the selected bidder.	Bidder to comply with RFP terms & conditions.





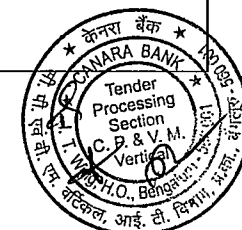
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Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
66	41	SECTION G - GENERAL CONDITIONS	25.5	The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.	Though we are principally fine with the clause, we humbly propose the following changes: The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution proposed by the Bidder. <del>The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank.</del> The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.	Bidder to comply with RFP terms & conditions.
67	42	SECTION G - GENERAL CONDITIONS	26.7	Any effort/ attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.	Though we are principally fine with the clause, we humbly propose the following changes: Any effort/ attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder Either Party agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the other Party Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.	Bidder to comply with RFP terms & conditions.
68	43	SECTION G - GENERAL CONDITIONS	32.1	The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.	Though we are principally fine with the clause, we humbly propose the following changes: The Bank Clarifies that the Bank-the Parties shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party bidder/prospective-bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank the Parties may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.	Bidder to comply with RFP terms & conditions.
69	49	Annexure 2 - Pre-Qualification Criteria		Pre-bid qualifications	1) Will the bank allow consortium bidding? 2) As RFP Indicates consortium is allowed based on written consent from the bank and for successfully delivering the project we need to tie-up with our consortium OEM partner so we request the bank to confirm if consortium is allowed?	No, Bidder to comply with RFP terms and conditions.
70	51	Annexure 2 - Pre-Qualification Criteria		Pre-bid qualifications	1) If consortium is allowed, will both the bidding parties need to provide their individual client references? 2) Does the Technical Scoring evaluation criteria have marks allocated for individual references for both the parties in a consortium?	No, Bidder to comply with RFP terms and conditions.
71	59	Annexure-9	2.2	Preparing Sustainability report by mapping of Bank's Key Performance Indicators (KPIs) with ESG related aspects and further show disclosures in accordance to GRI (Global Reporting Initiative) framework and by embedding references to Bank's BRSR (Business Responsibility and Sustainability Reporting) report & BRSR Core.	According to Consolidated Set of the GRI Standards 2021, an organization must report according to 9 requirements to report in accordance with GRI Standards. If the organization does not comply with all nine requirements, it cannot claim that it has prepared the reported information in accordance with the GRI Standards. In such a case, the organization may be able to claim that it has prepared the reported information with reference to the GRI Standards. Requesting to please confirm if the Sustainability Report shall be prepared in accordance or with reference to GRI Standards 2021	Sustainability report maybe prepared with reference to GRI standards 2021.



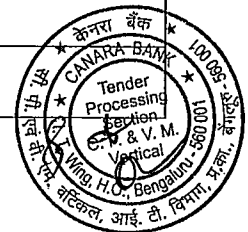
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Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
72	60	Annexure 9: Scope of Work - 2. Detailed Scope of Work	2.5	Measurement of carbon footprint in lending portfolio using globally acceptable standards.	1. Does the lending portfolio cover only India or are international portfolios also in scope? 2. Does the bank want the financed emissions measured for its entire corporate lending portfolio or for few carbon heavy sectors with a methodology/ tool to replicate for the rest of the portfolios later on, by the bank's internal team? 3. Which asset class of the portfolios are to be covered for the measurement of emissions from loan portfolio? 4. What is sector classification methodology used by the bank e.g. SIC, GICS, NACE, RBI etc? 5. Please clarify on following related to borrower level emissions data: a. Does the bank has borrower specific emissions data or does the bank has access to 3rd party provisioned emissions data? b. If the answer to point 1 above is no, then, will the bank be willing to purchase third party provisioned emissions data at its own cost? 6. Has the Bank identified the boundary for this exercise including the asset classes?	The existing clause stands deleted.
73	60	Annexure 9: Scope of Work - 2. Detailed Scope of Work	2.9	Prepare a sectoral heatmap to rank degree of acute and chronic physical risk at an industry-level and rank industries on the basis of physical risk sensitivity and exposure using the above heatmap.	Does the bank have geographical data (latitude and longitude) for its loan book?	Bank has implemented the capturing of Longitude and Latitude in CBS but still it is yet to be captured for whole Loan Portfolio of the Bank.
74	60	Annexure-9: Scope of Work	2. Detailed Scope of Work	2.7. Identifying climate related financial risks (Physical and Transitions risks) in the Bank's portfolio.	Are there any specific number of scenarios and forecasting horizon (ex. Short term - 3-5 years; long term - 30-50 years) for both physical and transition risk?	Currently, the Bank doesn't have any predefined no. of scenarios and forecasting horizons. These aspects will be defined as a part of this project after discussing with the selected consultant.
75	60	Annexure 9: Scope of work	2.11.5	Framework should also encompass aspects mentioned in above points 4.9 and 4.10	Cannot find points 4.9 and 4.10 in RFP.	Bidder is requested to refer Corrigendum-1
76	60	Annexure 9: Scope of work	2.11.2	Define a framework and prepare models for assessing impact of Climate Risk (Physical and Transitional Risks) on the PD and LGD computations of Bank's portfolio and incorporating these impacts on the final ECL estimations	Does the Bank have PD and LGD models in place for Expected credit loss computations?	Yes, Bank has inbuilt PD and LGD models for computation of Expected Credit Loss
77	60	Annexure-9	2.3	Formulating the Sustainability report by including disclosures as defined by the International Sustainability Standards Board (ISSB) which encompasses aspects of Sustainability Accounting Standards Board (SASB) and aligning the report with Integrated Reporting (IR) framework of the International Integrated Reporting Council (IIRC).	For aligning to IIRC, will the GRI Index be only mapped or will a value creation model will also be developed?	For aligning to IIRC, GRI Index shall mapped ensuring that basic requirements of Sustainability report is fulfilled with.
78	60	Annexure-9	2.4	Report content to draw recommendations from Task Force for Climate-Related Financial Disclosures (TCFD) and reports on initiatives intended to drive progress on the United Nations Sustainable Development Goals (UNSDGs).	Will the KPIs and metrics be identified as part of this exercise? Will the Index of Sustainability Report be only mapped to TCFD?	Necessary KPIs and metrics shall be identified as part of this exercise. The same should be in sync with the existing BRSR report of the Bank. Index of Sustainability report shall be mapped to TCFD and GRI standards.
79	60	Annexure-9	2.9	Prepare a sectoral heatmap to rank degree of acute and chronic physical risk at an industry-level and rank industries on the basis of physical risk sensitivity and exposure using the above heatmap.	Has the Bank identified the boundary if this should be for locations of either branches or borrower assets?	Boundaries on these aspects shall be decided after consultation with successful bidder.
80	61	Annexure 9: Scope of Work - 2. Detailed Scope of Work	2.16	Training of Bank's team on the newly developed climate risk related models to be developed (as per scope) and implemented in the Bank.	Are the training modules to be developed in powerpoint presentations or any other mode? Who will be the target audience (the seniority) for training module?	Training on newly developed models shall be provided to the related credit and risk teams as a part of on-job work. Training materials can be developed in powerpoint presentations for reference in future.
81	61	Annexure 9: Scope of Work - 2. Detailed Scope of Work	2.17	Note: The above list is inclusive and not exhaustive i.e. Terms of reference shall include providing professional assistance for all activities required for preparation of Sustainability Report and successful Implementation of Climate Risk Management Framework in Canara Bank and its Group entities.	Please clarify as to which all group entities are in scope of this RFP, Are all Banking & Non Banking group entities in scope? Please provide a list of all group entities in scope.	Preparation of Sustainability Report and successful Implementation of Climate Risk Management Framework will be based solely on Canara Bank on a Standalone basis.
82	61	Annexure-9	2.14	Prepare templates and procedures for capturing data on Scope 1, Scope 2 and Scope 3 emissions of the counterparties which are available in public domain.	Requesting to please define counterparties and provide the boundary for counterparties.	Counterparties comprise of Borrowers and Third party Vendors of the Bank.
83	61	Annexure-9	2.15	Implementing Climate Risk and ESG related aspects in the Front Book (identification and assessment of climate risk while underwriting loans) of the Bank	Does this include the assessment would include both ESG and Climate risk parameters? Does this refers to pre-lending assessment of both ESG and Climate risks?	Yes, this pre-lending assessment would include both ESG and Climate Risk parameters
84	62	Annexure 10: Technical Evaluation Criteria - Qualification of the Proposed Team based on 5 members	2. b	Educational background and relevant qualifications pertaining to ESG and Climate Risk	What would be the score awarded for professionals with masters in non-environmental background (e.g. engineering, commerce, finance, economics) but with certification and/or experience in sustainability and climate risk?	Score awarded for masters in non-environmental background but with certification and/or experience in sustainability and climate risk shall be the same as that of science background.
85	62	Annexure 10: Technical evaluation criteria : Scoring criteria	1	The same should be backed by satisfactory letter from clients/ copy of engagement letters/ Work Contracts	While sharing the copy of work contracts/ EL, we would be able to share the client name, but to maintain the client confidentiality and privacy at our end we will not be able to share client contact information, and the value of work order. We will share the EL (with redacted client contact information and fee ) for the proof of engagement. Kindly please consider this as an exception.	Bidder to comply with RFP terms and conditions.



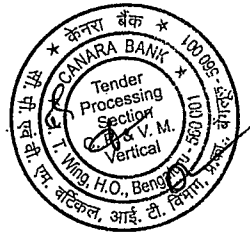
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86	62	Annexure 10: Technical evaluation criteria: Scoring criteria	1	The same should be backed by satisfactory letter from clients/ copy of engagement letters/ Work Contracts	Can credentials from network firm be leveraged to meet technical eligibility criteria? We are a global network of firm under PwC where we work together with network firms from different geographies. While we will work together with network firm, the primary responsibility of the engagement will still be with us.	Bidder to comply with RFP terms and conditions.
87	62	Annexure-10	1.d	Parameter for Evaluation GRI (Global Reporting Initiative) for Banking Industry	Will assurance provided for GRI based Sustainability report for a Bank also be considered for evaluation? For GRI based Sustainability report - can experience with Bank/ AIFI/ Other reputed Financial entity be also considered for evaluation? Can we share separate satisfactory letter from clients/ copy of engagement letters/ Work Contracts from non BFSI clients too? Will that be also considered for evaluation?  Can a same Engagement letter where we have worked on multiple tasks be considered as a separate assignment for each component in scoring or it will be considered as only 1 engagement? (Example- GRI based Sustainability Report and TCFD report for same client can be counted for separate scoring)	Bidder is requested to refer Corrigendum-1
88	62	Annexure-10	1.e	Parameter for Evaluation Consultancy to a Bank/ AIFI/ reputed financial entities for measuring portfolio emissions	Can work carried out for an international financial entity (outside India) will be considered for evaluation and scoring? Further can we provide supporting letter of work carried out by our global network firm. Will the same be considered for evaluation and scoring?	Bidder is requested to refer Corrigendum-1
89	62	Annexure-10	2.a	Qualifications of the Proposed Team based on 5 members: Prior work experience on ESG/ Climate risk related projects-1 mark for each completed year, per year per person. (Maximum 2.Marks per person.)	What is the supporting document that requires to be shared when total experience of each individual with relevant experience is considered?	Bidder is requested to refer Corrigendum-1
90	62	Annexure-10	2.b	Educational background and relevant qualifications pertaining to ESG and Climate Risk	As ESG, Climate risk, carbon footprinting and financed emission are upcoming area of works, many professionals from allied educational fields (e.g., civil engineering, plastic management, sustainable urban planning etc.) have shaped their careers in this space. There are many professionals with years (many with 3+ years) of relevant experienced, but from a diverse educational background. Given the situation, would having an degree in environmental sciences be essential for any team member or team members can have education from diverse fields, but having relevant experience. We request, if bank can look into diluting the scoring criteria by linking the scores with the relevant years of experience in that field and not the educational background.	Bidder is requested to refer Corrigendum-1
91	63	Annexure-10 Technical Evaluation Criteria	Pointers for Presentation are as below:	Total no. of Pages - 13 Total no. of Slides - 13	Tech Evaluation Criteria mentions both 13 Pages and 13 Slides. Kindly confirm if only one mode of presentation is enough i.e., either Power Point or Word document.	Any one mode of presentation is enough; either Power Point or Word document. Power point would be more preferable
92	81	Appendix G - Draft Contract Agreement	9	Sub-Contracting	What is the process of obtaining written consent from the bank for "sub-contracting" and at what stage?	Bidder to comply with RFP terms & conditions.
93	81	Appendix G - Draft Contract Agreement	9	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.  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.	Though we are principally fine with the clause, we humbly propose the following changes: VENDOR/ SERVICE PROVIDER shall not subcontract or form consortium 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 intimation consent-of to the BANK.  Notwithstanding the above or any written consent intimation provided to-granted-by the Bank for subcontracting the services or forming consortium, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.	Bidder to comply with RFP terms and conditions.
94	81	Appendix G - Draft Contract Agreement	11.1	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:	Though we are principally fine with the clause, we humbly propose the following changes: The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT by providing a written notice of such cancellation at least 30 days prior, 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:	Bidder to comply with RFP terms & conditions.
95	81	Appendix G - Draft Contract Agreement	11.1.1	Delay in delivery beyond the specified period for delivery.	Though we are principally fine with the clause, we humbly propose the following changes: Delay in delivery beyond the specified period for delivery for reasons solely attributable to the Vendor/Service Provider.	Bidder to comply with RFP terms & conditions.



Reply to Pre-Bid Queries for GeM Bid Ref No. GEM/2023/B/4199181 dated 13/11/2023 - Selection of Consultant for preparing Sustainability Report and Climate Risk Management Framework of the Bank

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96	81	Appendix G - Draft Contract Agreement	11.1.5	Excessive delay in execution of order placed by the Bank.	Though we are principally fine with the clause, we humbly propose the following changes: Excessive delay in execution of order placed by the Bank for reasons solely attributable to the selected bidder.	Bidder to comply with RFP terms & conditions.
97	82	Appendix G - Draft Contract Agreement	11.3	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.	We humbly propose deletion of the clause. 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.	Bidder to comply with RFP terms & conditions.
98	82	Appendix G - Draft Contract Agreement	11.4	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 month's 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.	We humbly propose deletion of the clause. 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 month's 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.	Bidder to comply with RFP terms & conditions.
99	82	Appendix G - Draft Contract Agreement	11.7	Notwithstanding anything contained hereinabove, the Bank may terminate this contract by giving a 30 days' notice without assigning any cause.	Though we are principally fine with the clause, we humbly propose the following changes: Notwithstanding anything contained hereinabove, the Bank may terminate this contract by giving a 30 90 days' notice without assigning any cause.	Bidder to comply with RFP terms & conditions.
100	82	Appendix G - Draft Contract Agreement	12.1.3.2	Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable period (minimum three month and maximum as per mutual agreement) after transfer or as decided by Canara Bank.	Though we are principally fine with the clause, we humbly propose the following changes: Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable period as mutually agreed by the Parties (minimum three month and maximum as per mutual agreement) after transfer or as decided by Canara Bank.	Bidder to comply with RFP terms & conditions.
101	83	Appendix G - Draft Contract Agreement	12.1.6	The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Canara Bank.	Though we are principally fine with the clause, we humbly propose the following changes: The transition & exit management period will start at such period as mutually agreed by the Parties. minimum six (6) months before the expiration of the contract or as decided by Canara Bank.	Bidder to comply with RFP terms & conditions.
102	83	Appendix G - Draft Contract Agreement	12.1.7	Vendor/Service Provider will provide shadow support for a minimum of 90 days or as decided by the Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.	Though we are principally fine with the clause, we humbly propose the following changes: Vendor/Service Provider will provide shadow support for a minimum of 90 days or as decided by the Parties Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.	Bidder to comply with RFP terms & conditions.
103	83	Appendix G - Draft Contract Agreement	NA	N/A	We humbly propose the addition of the following clause: All exit/transition management services to be provided by the Service Provider to the Bank under this Clause shall be on chargeable basis at rates to be mutually agreed by the Parties.	Bidder to comply with RFP terms & conditions.
104	84	Appendix G - Draft Contract Agreement	13.1	VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.	Though we are principally fine with the clause, we humbly propose the following changes: VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.	Bidder to comply with RFP terms & conditions.



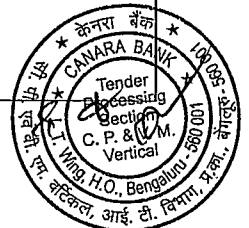
Reply to Pre-Bid Queries for GeM Bid Ref No. GEM/2023/B/4199181 dated 13/11/2023 - Selection of Consultant for preparing Sustainability Report and Climate Risk Management Framework of the Bank

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105	84	Appendix G - Draft Contract Agreement	14.1	VENDOR/ SERVICE PROVIDER shall keep and hold the Bank Indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER; Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER; Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider	Though we are principally fine with the clause, we humbly propose the following changes: VENDOR/ SERVICE PROVIDER shall keep and hold the Bank Indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER; Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER; Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider	Bidder to comply with RFP terms & conditions.
106	85	Appendix G - Draft Contract Agreement	14.2.1	All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.	Though we are principally fine with the clause, we humbly propose the following changes: All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.	Bidder to comply with RFP terms & conditions.
107	85	Appendix G - Draft Contract Agreement	14.2.2	The limits specified in above clause shall not apply to claims made by the Bank/ third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.	Though we are principally fine with the clause, we humbly propose the following changes: The limits specified in above clause shall not apply to claims made by the Bank/ third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited. In no event will either Party be liable (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any: (i) consequential, indirect, incidental, special or punitive damages, or (ii) loss of profits, business, opportunity or anticipated savings (whether directly or indirectly arising). Nothing in the RFP excludes or limits either Party's liability to the other which cannot lawfully be excluded or limited.	Bidder to comply with RFP terms & conditions.
108	85	Appendix G - Draft Contract Agreement	15.1	The VENDOR has to get itself annually audited by internal/ external empaneled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.	Though we are principally fine with the clause, we humbly propose the following changes: Subject to a prior written notice of 15 days, The VENDOR has to get itself annually audited by internal/ external empaneled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.	Bidder to comply with RFP terms & conditions.
109	86	Appendix G - Draft Contract Agreement	16. Business Continuity Plan	16.2. The service provider/vendor shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.	It is not feasible for the firm to authorize periodic testing of Business Continuity and Management of Disaster Recovery Plan. Requesting Bank to provide flexibility to this clause.	Bidder to comply with RFP terms & conditions.
110	86	Appendix G - Draft Contract Agreement	NA	N/A	We humbly propose the addition of the following clause: 15.4. Use of any third party auditor that is a competitor of Service Provider shall be subject to Service Provider's prior written approval, such approval not to be unreasonably withheld or delayed; The Bank or any auditor conducting any such audit shall at all times comply with any and all reasonable security and confidentiality guidelines and other policies of Service Provider with respect to the audit. The Bank shall not be entitled to audit: (a) data or information of other customers or clients of Service Provider; (b) any cost information unless such is the basis of a billable expense; (c) Service Provider's quality assurance reviews, contract management reports, and security functions; (d) third parties except to the extent selected bidder has the right to grant such rights, or (v) any other Confidential Information of Service Provider that is not directly relevant for the authorised purposes of the audit.	Bidder to comply with RFP terms & conditions.



Reply to Pre-Bid Queries for GeM Bid Ref No. GEW/2023/B/4199181 dated 13/11/2023 - Selection of Consultant for preparing Sustainability Report and Climate Risk Management Framework of the Bank

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111	86	Appendix G - Draft Contract Agreement	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. VENDOR/ SERVICE PROVIDER shall furnish an undertaking in the prescribed format.	Though we are principally fine with the clause, we humbly propose the following changes: VENDOR/SERVICE-PROVIDER-Parties 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 Either Party shall suitably defend, indemnify the other Party BANK for any loss/damage suffered by the Party BANK on account of and to the extent of any disclosure of the confidential information. VENDOR/ SERVICE PROVIDER shall furnish an undertaking in the prescribed format.	Bidder to comply with RFP terms & conditions.
112	86	Appendix G - Draft Contract Agreement	18.2	No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.	Though we are principally fine with the clause, we humbly propose the following changes: No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written intimation to consent-of-the BANK, by photographic, electronic or other means.	Bidder to comply with RFP terms & conditions.
113	86	Appendix G - Draft Contract Agreement	18.4	Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information.	Though we are principally fine with the clause, we humbly propose the following changes: Service Provider to ensure confidentiality of customer data. and shall-be-labile-in-case-of-any-breach-of-security-and-leakage-of-confidential-customer-related-information.	Bidder to comply with RFP terms & conditions.
114	87	Appendix G - Draft Contract Agreement	18.4	THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.	Though we are principally fine with the clause, we humbly propose the following changes: THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT FOR A PERIOD OF 3 YEARS AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS FOR SUCH PERIOD.	Bidder to comply with RFP terms & conditions.
115	87	Appendix G - Draft Contract Agreement	19.2	For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.	Though we are principally fine with the clause, we humbly propose the following changes: For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake, fire, financial sanctions, import/export embargoes, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.	Bidder to comply with RFP terms & conditions.
116	87	Appendix G - Draft Contract Agreement	19.3	In the event of any such Intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the BANK in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the BANK, VENDOR/ SERVICE PROVIDER shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.	Though we are principally fine with the clause, we humbly propose the following changes: In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the BANK in writing of such circumstances and the cause thereof as soon as practicable immediately-within-seven-days-Unless otherwise directed by the BANK, VENDOR/ SERVICE PROVIDER shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.	Bidder to comply with RFP terms & conditions.
117	87	Appendix G - Draft Contract Agreement	21: Hiring of Bank staff or ex-staff	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	Though we are principally fine with the clause, we humbly propose the following changes: Vendor/service-provider-or-subcontractor(s)-Either Party shall not hire any of the existing/ ex/retired employee of the other Party Bank during the contract period or for a period of 1 year after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from either Party-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	Bidder to comply with RFP terms & conditions.
118	88	Appendix G - Draft Contract Agreement	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.	Though we are principally fine with the clause, we humbly propose the following changes: 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 as soon as practicable.	Bidder to comply with RFP terms & conditions.
119	89	Appendix G - Draft Contract Agreement	28.1	The vendor/Service provider shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.	Though we are principally fine with the clause, we humbly propose the following changes: The vendor/Service provider shall during the validity of this contract, provide access to all data, books, records (excluding internal cost records), information, logs, alerts and business premises subject to prior written notice of 15 days, relevant to the service provided under this agreement to the Bank.	Bidder to comply with RFP terms & conditions.



Reply to Pre-Bid Queries for GeM Bid Ref No. GEM/2023/B/4199181 dated 13/11/2023 - Selection of Consultant for preparing Sustainability Report and Climate Risk Management Framework of the Bank

Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
120	89	Appendix G	28.2	Vendor/Service Provider shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information	Though we are principally fine with the clause, we humbly propose the following changes: Vendor/Service Provider shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the Bank. Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information	Bidder to comply with RFP terms & conditions.
121	12 & 63	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS Annexure-10	1.2.The above scope and deliverables have to be designed, implemented and executed to Bank's satisfaction in 12 months period starting from the date of Acceptance of PO mentioned in the Contract.  Sl No. 3	1.2.The above scope and deliverables have to be designed, implemented and executed to Bank's satisfaction in 12 months period starting from the date of Acceptance of PO mentioned in the Contract.  *Plan of completion of project in 2 years	From Project timeline and payment terms, project timeline is given as 12 months starting from the acceptance. however, in tech evaluation criteria point 3, in presentation section, the plan of completion of the project is given as 2 years. Could you please reconfirm the project timeline?	Bidder is requested to refer Corrigendum-1
122	NA	GeM Bid Document	Bid End Date	12-05-2023	We request an extension to the submission timelines given the need to submit multiple documents including engagement letters of other engagements.	Bidder to comply with RFP terms & conditions.
123	NA	GeM Bidding Sheet	Bid End Date/Time	05-12-2023 15:00:00	We are extremely keen to participate in this strategic initiative by Canara Bank. However, owing to the large nature of the scope and the multiple elements involved, we request Canara Bank to grant us at least 2 weeks of extension for bid submission, till 19th December 2023. This will enable us to submit a competitive proposal.	Bidder to comply with RFP terms & conditions.
124	NA			General	What is the scope of peril events the bank is considering to cover?	Scope of peril events comprise of damage from events like Cyclone, Flood and Drought. However, the physical risk assessment shall cover both Acute and Chronic physical risks.
125	NA			General	Would the firm be willing to bear the data subscription and licensing cost for external data providers?	The Bank is not willing to bear any data subscription and licensing cost for external data providers. However, the Bank wishes to understand the scope of data which needs to be extracted from external data providers.
126	NA			General	Sustainability reporting section of the project will consider all E, S, and G parameters, however the portfolio assessment and risks will cover only climate risk aspects and will not consider water-waste management, social and governance aspects. Is our understanding correct?	Yes, Sustainability reporting pertains to E, S & G aspects and portfolio assessment & risk pertain to climate risk aspects only.
127	NA			General	What would be the format of the bank's internal data?	Format will be decided post discussions with selected consultant.
128	NA			General	What kind of platform will be provisioned by the bank for data integration?	Data integration will be done based on data extracted from different sources like MIS reports and existing data sets. The final integration and reporting will be based on excel based templates.
129	NA			General	What kind infrastructure set-up will be provisioned by the bank for quantitative risk assessment?	The details shall be shared with the successful bidder.
130	NA			General Query	What is the current method, technology and templates used for collecting Scope 1,2 and 3 data across different departments in the bank?	Presently, Bank doesn't have any templates for collection of data.

DATE: 28/11/2023  
PLACE: BENGALURU

Deputy General Manager

