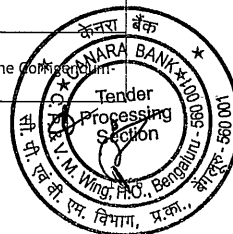
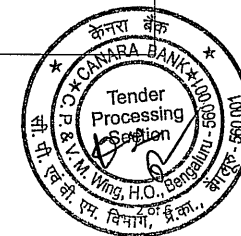


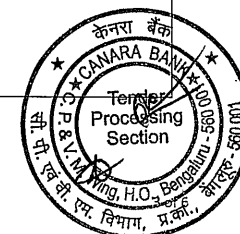
Sl. No.	RFP Page No.	RFP Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
1	2	Section-A BID SCHEDULE & ABBREVIATIONS	Pre Qualification Criteria	6.The Bidder should have average turnover of Rs.20.00 Cr or above in the last 3 (three) financial years (i.e., 2020-21, 2021-22 and 2022-23). This must be the individual company turnover and not of any group of companies. Bidder has to submit audited balance sheet for the last 3 years i.e. 2020-21,2021-22,2022-23 along with certificate from auditor with to this effect 7.The bidder should have positive Net Worth as on 31/03/2023 and also should have not eroded by more than 30% in the last three financial years ,ending on 31/03/2023. The Bidder should submit certificate from the auditor to this effect.	Auditors Certificate - We will provide you the audited financials for the last 3 years. We may not be able to provide an auditors certificate separately	Bidder to refer corrigendum-3.
2	62	Appendix A Instructions to be noted while preparing/submit ting Part A - Technical cum Eligibility	2)Power of Attorney / Authorization letter	2)Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the bid documents with supporting documents.	1. POA / Authority Letter - We will not be able to provide a POA however the documents will be signed by the head of departments as will be mentioned in the designation. We will also affix the bank seal. We hope the same is acceptable	Bidder has to submit authority letter issued by Authorised Singatory.
3	51	Annexure-5	List of Major Customers of the Bidder in Last 3 Years and References	List of Major Customers and Details	1. List of major customers - We will provide names of the customers however details of individual customer representatives may not be able to shared given confidentiality reasons	Bidder to refer the Corrigendum-3 for the same.
4	32	Clause 10	Confidentiality and Non Disclosure	10.1. 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 to the extent permitted as per the terms of this engagement. 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 as per . 10.2. 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	The requirement to provide NDA as per Annex. 9 has been deleted in this clause, however the Annex. 9 format has been retained. Pls clarify if this is required or not	Bidder to refer the Corrigendum-3 for the same.
5	15	Section D-Bid Process	5.2.Preparation of Bids	Internal 5.2.4.The bidder shall acknowledge the RFP document and all other documents uploaded along with the RFP by signing and stamping each page as an acceptance. Non-compliance of this may result in disqualifying the bidder. Interna-	1.We won't be able to stamp the submission of the RFP as the bidding entity does not have a stamp. Please confirm 2.We will be using our UK entity for the submission. It will not be practically possible to get the submission stamped and sent across. We will make the submission on our letterhead and get it signed. We request you to waive off this ask. Also it is internationally accepted to not have Legal documents not stamped.	Internal Bidder to refer the Corrigendum-3 for the same.
6	46	Annexure 2	Point 6 and 7	6.The Bidder should have average turnover of Rs.20.00 Cr or above in the last 3 (three) financial years (i.e., 2020-21, 2021-22 and 2022-23). This must be the individual company turnover and not of any group of companies. Documents to be Submitted:Bidder has to submit audited balance sheet for the last 3 years i.e. 2020-21,2021-22,2022-23 along with certificate from auditor with to this effect. 7.The bidder should have positive Net Worth as on 31/03/2023 and also should have not eroded by more than 30% in the last three financial years ,ending on 31/03/2023. Documents to be Submitted: The Bidder should submit certificate from the auditor to this effect.	Our auditor won't be able to provide the auditor certificates on turnover and net worth. The annual financials are already audited and should be sufficient.	Bidder to refer the Corrigendum-3 for the same.
7	67	Appendix F	Pre Contract Integrity Pact	Pre Contract Integrity Pact	Such Pact is not customary for transactions of such nature and we won't be able to sign appendix F. Please confirm	Bidder to comply with RFP terms and conditions.
8	2	Earnest Money Deposit	Earnest Money Deposit	EMD	Request to be deleted as such Earnest Money Deposit is non-standard for offshore entity providing services	Bidder to refer the Corrigendum-3 for the same.



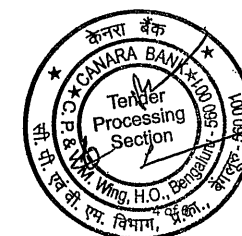
9	30	Appendix:G	2.1	<p>Roles and Responsibility during Project Implementation:</p> <p>2.1.The selected Bidder shall take all steps to ensure safety of Bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected Bidder or their sub-Bidders.</p> <p>2.2.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.</p>	Request to delete 2.1 as deals with safety of Bank personnel.	Bidder to refer the Corrigendum-3 for the same.
10	32	Appendix:G	6	<p>Inspection of Records:</p> <p>Bank, to the extend as directed by its regulator, may verify the accounts and records pertaining to services provided to the Bank under this RFP and the selected bidder shall extend all cooperation in this regard.</p>	Request to be deleted. We have internal policies around the same. And this is an offshore entity as well.	Bidder to Comply with RFP terms and conditions.
11	32	Appendix:G	7	<p>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.</p>	Request to delete last two sentences which deals with making good any damages. Not seen this requirement in any other RFP.	Bidder to comply with RFP terms and conditions. This is applicable for the selected bidder.
12	32	Appendix:G	10.1	<p>Confidentiality and Non-Disclosure:</p> <p>10.1. 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 to the extent permitted as per the terms of this engagement. 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.</p> <p>10.2. 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.</p>	We have out internal policies around confidentiality. Shortlisted bidders can enter into a NDA as required.	Bidder to refer the Corrigendum-3 for the same.
13	33	Appendix:G	12.8	<p>Corrupt and Fraudulent Practices:</p> <p>12.1.As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:</p> <p>12.2."Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND</p> <p>12.3."Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.</p> <p>12.4.The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.</p> <p>12.5.The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>12.6.The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.</p> <p>12.7.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.</p> <p>12.8.The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time.</p>	CVC guidelines not applicable for offshore entity. Request to delete. We have our own internal policies around the same which are of a high standard.	Bidder to comply with RFP terms and conditions.



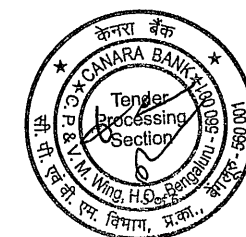
14	33	Appendix:G	13	<p>Protection of Data:</p> <p>13.1.The BIDDER/ VENDOR/ SERVICE PROVIDER warrants that at all times, when delivering the Deliverables and providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to 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.</p> <p>13.2.Where the terms of the RFP/Gem Bid/PO require any data to be maintained by the Bank, the Bank agrees to grant, Bidder/Vendor/Service provider such access and assistance to such data and other materials as may be required by Bidder/Vendor/Service Provider, for the purposes of correcting loss or damage to Bank data.</p> <p>13.3.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 bank's 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.</p> <p>13.4.The BIDDER/VENDOR/ SERVICE PROVIDER should ensure that it is complying with applicable guidelines issued by regulatory bodies on Digital Data Protection Act 2023 and its future amendments and communications.</p>	Request to delete. RBI and Digital Data Protection Act standards are not applicable for offshore entity. Further concept of damages not common. We can provide self-certification around the fact that we have policies to ensure data security	Bidder to refer the corrigendum-3.
15	34	Appendix:G	15	<p>Indemnity:</p> <p>15.Indemnity: Bidder shall ensure that they will fulfil all the obligations on their part mentioned in the RFP and agreement executed.</p>	Request to delete. Not seen such open ended indemnities elsewhere	Bidder to comply with RFP terms and conitions.
16	35	Appendix:G	16	<p>Conflict of Interest:</p> <p>16.1.BIDDER/VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.</p> <p>16.2.BIDDER/VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Bank in writing of such conflict.</p> <p>16.3.BIDDER/VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.</p>	Request to delete. We have our own Conflicts processes to clear and can provide a self certification to this regard	Bidder to comply with RFP terms and conditions.
17	38	Appendix:G	20	Adoption of Integrity Pact	Rquest to be deleted. Non-standard. If complusory, can agree on a form with shortlisted bidders	Bidder to comply with RFP terms and conditions.
18	39	Appendix:G	24.2.1	<p>Social Media Policy:</p> <p>24.1.No person of the bank or the contractors and third parties shall violate the social media policy of the bank.</p> <p>24.2.The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:</p> <p>24.2.1.Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.</p> <p>24.2.2.Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.</p> <p>24.2.3.Any unauthorized use or disclosure of Bank's confidential information or data.</p> <p>24.2.4.Any usage of information or data for purposes other than for Bank's normal business purposes and/ or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.</p>	Request to be deleted. As a global organisation, we have a stringent social media policy. Non standard to accept client's social media policy. We can provide self-certification around our internal policies	Applicable for selected Bidder.



19	45	Annexure 2	2	<p>Pre-Qualification Criteria:</p> <p>The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.</p> <p>The bidder should submit letter of confirmation on the Company's letter head to this effect.</p>	<p>We can provide a confirmation on subsidiary or associate but would not able to provide for common Directors as we would not be aware of who is bidding. We can provide a confirmation that Director in individual capacity is not bidding</p>	<p>A declaration to this effect to be provided by the bidder duly signed by the Authorised Signatory. Contrary to the declaration, if anything comes to the notice of the Bank, Bank reserves the right to reject the Bid at any stage</p>
20	46	Annexure 2	5	<p>Pre-Qualification Criteria:</p> <p>Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder are registered with the Competent Authority. Bidder (entity) from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>A declaration stating "We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from such a country, has been registered with Competent Authority. We hereby certify that we and our OEM fulfills all requirements in this regard and are eligible to be considered" to be submitted in Company's letter head.</p> <p>[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]</p>	<p>Reference to OEM is not clear. What is the registration that is being sought</p>	<p>If OEM(Original Equipment Manufacturer) is not involved in the engagement the same is not applicable and refer Corrigendum-3 for the same.</p>
21	46	Annexure 2	6	<p>Pre-Qualification Criteria:</p> <p>6.The Bidder should have average turnover of Rs.20.00 Cr or above in the last 3 (three) financial years (i.e., 2020-21, 2021-22 and 2022-23). This must be the individual company turnover and not of any group of companies.</p> <p>Documents to be Submitted:</p> <p>Bidder has to submit audited balance sheet for the last 3 years i.e. 2020-21,2021-22,2022-23 along with certificate from auditor with to this effect</p>	<p>Request to remove reference to CA. This is an overseas entity</p>	<p>Bidder to refer the Corrigendum-2 for the same.</p>
22	46	Annexure 2	7	<p>Pre-Qualification Criteria:</p> <p>7.The bidder should have positive Net Worth as on 31/03/2023 and also should have not eroded by more than 30% in the last three financial years ,ending on 31/03/2023.</p> <p>Documents to be Submitted:</p> <p>The Bidder should submit certificate from the auditor to this effect.</p>	<p>Request to remove reference to CA. This is an overseas entity</p>	<p>Bidder to refer the Corrigendum-3 for the same.</p>
23	46	Annexure 2	9	<p>Pre-Qualification Criteria:</p> <p>9.The bidder should possess a Certificate/License for Advising on securities or registered as Exempt Capital Market Services Entity or any similar License/Certificate from Overseas Regulators.</p> <p>Documents to be Submitted:</p> <p>Copy of valid License/ Certificate or registration certificate as Exempt Capital Market Services Entity or any similar License</p>	<p>There is no License/ Certificate that is applicable here. Request to delete this requirement. Track record of deals should be sufficient in lieu of this point. We can provide a self-certification around being licensed to perform this activity</p>	<p>Bidder to refer corrigendum-3. Suitable self declaration is to be submitted</p>
24	57	Annexure-9	Non-Disclosure Agreement	Non-Disclosure Agreement	<p>Require to be deleted. This can be taken up with selected bidders</p>	<p>Bidder to comply with RFP terms and conditions.</p>
25	74	Draft Agreement	Draft Contract Agreement	Draft Contract Agreement	<p>Can be taken up at a later stage. We will require some changes</p>	<p>To be submitted by the selected bidder.</p>

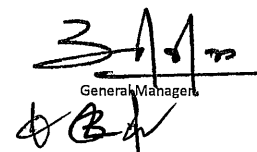


26	38	Appendix:G	20	Adoption of Integrity Pact	<p>We request deletion for the same entirely given below major points</p> <p>We have not come across such pact for MTN RFP. This seems applicable for Indian incorporated entities which will not be the case for all offshore bidders as the current case.</p> <p>Offshore entity cannot sign a India non-judicial stamp paper of INR 500/- as requested in the RFP please.</p> <p>Fall Clause: the clause reference that bidder would not provided similar service at a price lower than offered to any organization/entity ever. This will be challenging to confirm given the common nature of MTN deals that the offshore bidding entity would have been participating across many years and across multiple global geographies.</p> <p>Law/ Jurisdiction: The MTN documents of Canara will be subject to English law as per our understanding and as per standard practice given the customary / typically offshore nature of the MTN banks(that are not subject to Indian law) and the Canara offshore branches. Hence, signing an integrity pact whatsoever per Indian law will be challenging.</p> <p>Validity: the validity of the pact,states 3 years vs. the nature of engagement of the MTN bank is typically only till deal closure / settlement. We request modification / removal of the clause please.</p>	In case of Offshore entities the same can be submitted without non-judicial stamp paper.
27	2	Earnest Money Deposit	Earnest Money Deposit	EMD	<p>We request deletion of this clause. We have not come across such payment clause for any RFP for MTN appointment. Further, please note it is difficult for the offshore bidding entity to make INR payment to Canara given the unusual nature of the same as highlighted and will be subject many internal approvals/ discussions from compliance, tax, legal etc.</p>	This clause stands deleted.



28	30	Section G	NA	<p>Section G</p> <p>Clause 5: 5.Responsibility for Completeness,</p> <p>Clause 7:Negligence;</p> <p>Clause 13:Protection of Data</p> <p>13.1 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.and similar clauses on penalty/fees/costs payable by Bidder - Penalty should not be leviable - this is not standard please. Bidder could be disqualified and Bank could prescribe a cure period for addressing the default, but penalty should not be leviable.</p> <p>Clause 13, 17, 19.6 - Data privacy will be as per extant data privacy laws and CGML's internal policies. India Data Privacy Act has not come into force yet. And offshore bidding entities are not governed by RBI data privacy guidelines.</p> <p>Clause 15 and similar clauses on Indemnity in the RFP -we request deletion of the Indemnity heading given this points has been clarifies completely.</p> <p>Clause 25 and 26 on governing law and dispute resolution and any other similar clauses of the RFP- We understand that the governing law, jurisdiction and resolution of disputes will be applicable for the purposes of the RFP only. Other transaction documents including the subscription agreement shall be subject to English or US laws and mutually agreed mode of dispute resolution.</p>	<p>Section G</p> <p>Clause 5, 7, 13.1 and similar clauses on penalty/fees/costs payable by Bidder - Penalty should not be leviable - this is not standard please. Bidder could be disqualified and Bank could prescribe a cure period for addressing the default, but penalty should not be leviable.</p> <p>Clause 13, 17, 19.6 - Data privacy will be as per extant data privacy laws and CGML's internal policies. India Data Privacy Act has not come into force yet. And offshore bidding entities are not governed by RBI data privacy guidelines.</p> <p>Clause 15 and similar clauses on Indemnity in the RFP -we request deletion of the Indemnity heading given this points has been clarifies completely.</p> <p>Clause 25 and 26 on governing law and dispute resolution and any other similar clauses of the RFP- We understand that the governing law, jurisdiction and resolution of disputes will be applicable for the purposes of the RFP only. Other transaction documents including the subscription agreement shall be subject to English or US laws and mutually agreed mode of dispute resolution.</p>	Bidder to refer the Corrigendum-3 for the same.
29	15	Section C	3.Sub Contracting	3.Sub Contracting	<p>Section C - Clause 3 - Subcontracting</p> <p>Offshore bidding entity will be performing its obligations under this RFP through itself or through its affiliates and to that extent, the reference to 'personnel' shall mean the personnel or its affiliates. Please kindly clarify and confirm.</p>	Applicable for selected Bidder.
30	26	Section F	SECTION F - OWNERSHIP & AWARDED OF CONTRACT	11.Order Cancellation/ Termination of Contract	<p>Section F - Clause 11 - Cancellation</p> <p>- Any termination or cancellation of our appointment under the RFP and consequent recovery of expenditure by the Bank from the JLMs will be subject to a non-appealable order from a court or arbitration tribunal of competent jurisdiction. Please kindly clarify and confirm.</p>	Bidder to comply with RFP terms and conditions.

Date:23-04-2024
Place:Bangalore


General Manager

