Pre Bid Replies of RFP 03 2023-24 dated 14/03/2024 for Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)
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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	1.Bid Schedule	Tender Fee	We have not seen such payment clauses in the past across FIs and PSUs RFPs for such appointment. We would request Canara Bank to consider deleting the same.	This clause stands deleted.
2	2	Section-A BID SCHEDULE & ABBREVIATIONS	1.Bid Schedule	Earnest Money Deposit	We have not seen such payment clauses in the past across FIs and PSUs RFPs for such appointment. We would request Canara Bank to consider deleting the same.	Bidder to compy with RFP terms and conditions.
3	11	SECTION B - INTRODUCTION	3.About RFP:	3.9.Cost Borne by Bidders: 3.9.3.In case of successful bidders as well the Bank shall not pay any expenses towards travel and conduct of the road shows	Expenses such as NetRoadshow, Global Investor Call, physical roadshows etc. is borne directly by the Issuer on actual basis. We would request Canara Bank to consider the same.	This paragraph refres to expenses borne by bidders which shall be incurred by JLM towards its staff visit for road shows. Issuer shall bear its own expenses incurred for travel and conduct of road show for its staff.
4	13	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.Project Timelines	1.1.The Selected Bidder should accept the Purchase Order within seven (7) days from the date of issuance of Purchase Order. In case of non-receipt of acceptance by the due date, the Purchase Order shall deem to have been accepted by the vendor.	What do we mean by Purchase Order for the JLMs. We would request Canara Bank to clarify the same.	This clause is self explanatory and Bidder to compy with RFP terms and conditions. It refers to the official engagement communication for the proposed services.
5	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	2.Payment Terms	2.2.All payments shall be released directly by the Bank to the bidder except as otherwise provided in the tender. All payments by the Bank will be effected in USD. Taxes will be deducted as applicable. Subject to any deductions from the Contract price as per Contract, the Bidder shall be entitled to receive the contract price in the following manner after accomplishment of assigned tasks.	as bookrunner to the trade and will be providing relevant tax documents for the	No TDS / withholding tax applicable for overseas legal entity.
6	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	2.Payment Terms	2.6. The vendor has to submit work completion report duly signed by the Bank officials of the respective offices along with the invoice in originals while claiming payment.	We're referring to a vendor here submitting work completion report. From JLMs perspective what would be required to be furnished here.	This clause stands deleted. ক্রন্থা বঁক * NARA BALL *

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7	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	2.Payment Terms	Payment Terms	We will be having our overseas legal entity as bookrunner to the trade and will be providing relevant tax documents for the same. Hence no taxes to be deducted from our fee amount. Request Canara Bank to consider the same	No TDS / withholding tax applicable for overseas legal entity.
8	. 18	Section D-Bid Process	5.2.Technical cum Eligibility Proposal	5.2.7. The Technical cum Eligibility should be complete in all respects and contain all information sought for as per Appendix-A. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part A - Technical cum Eligibility Proposal should be complete and should cover all products and services. Technical cum Eligibility without masked Bill of Materials will be liable for rejection.	canara Bank team to consider deleting the same	Bidder has to submit the BOM with masked price.
9	31 .	SECTION G - GENERAL CONDITIONS	4.Human Resource Requirement	4.Human Resource Requirement	We have not seen such HR clauses in the past across FIs and PSUs. We would request Canara Bank to consider deleting the same.	This clause stands deleted.
10	32	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 pertaining to services provided to the Bank under this RFP and the selected bidder shall extend all cooperation in this regard.	trade and accordingly will like to understand on right to audit. Further as Bank we cannot provide right to audit by	6. Inspection of Records: 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.
11	32	Section G - General Conditions	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 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. The selected bidder shall furnish an undertaking as given in Annexure-9.	Confidential information is usually capped till termination of the contract. As MB/JLMs to the transaction it is our duty to disclose all information to investors. We would request Canara Bank to consider deleting the same.	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. 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.

12	32	Section G - General Conditions	Security/Cyper	11.1.BIDDER/VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines, wherever applicable.	As a bidder, we wanted to understand how can we comply with Canara Bank's security policies. We have our own security policies with which we comply by. Request Canara Bank team to consider deleting the same'	This clause stands deleted.
13	34	Section G - General Conditions	12 Protection of	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.	We have not seen such obligation with respect to Digital Data Protection Act 2023 specially, considering that the rules are yet to be notified in relation to the Act. We would request Canara Bank to consider deleting the same.	Bidder to compy with RFP terms and conditions.
	34	Section G - General Conditions	15.Indemnity	15.Indemnity		Bidder shall ensure that they will fulfil all the obligations on the part mentioned in the RFP and aagreement executed.
15	35 & 37	Section G - General Conditions	16 & 19.4	Conflict of Interest	We do act and may act in the capacity of JLM to multiple FIs for usual FCY bond issuances whether in India or in the broader region. We accordingly will request to remove the reference to the same	Bidder to compy with RFP terms and conditions.
16	38	Section G - General Conditions	19.Responsibilities of the Bidder	19.6The selected Bidder should also abide by the provisions of Digital Data Protection Bill 2023 and its subsequent amendments	We have not seen such obligation with respect to this bill specially, considering that the rules are yet to be notified in relation to the Act. We would request Canara Bank to consider deleting the same.	Bidder to compy with RFP terms and conditions.
17	38	Section G - General Conditions	20.Adoption of Integrity Pact	The Bidder should submit signed Pre-Contract Integrity Pact on Non-Judicial Stamp Paper of Rs.500/- or more (as per respective state Stamp Act) as per Appendix-F.	We have not signed Integrity Pack as part of any transaction from Indian FI and PSU offering. Further, as per our understanding this is more applicable towards purchase of goods etc. We would request Canara Bank to consider deleting the same.	Bidder to compy with RFP terms and conditions.
18	41	Section H-Purchase Preference	NA	Section H-Purchase Preference	Will this section be applicable to us as a bidder submitting response for arranging USD bond issuance? Request Canara Bank team to consider deleting the same.	This clause stands deleted. স্কল্মা বঁক NARA BA

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19	45	Annexure-2 and Appendix -F	1.Signing of Pre- Contract Integrity Pact	The Bidder should submit signed Pre-Contract Integrity Pact on Non-Judicial Stamp Paper of Rs.500/- or more (as per respective state Stamp Act) as per Appendix-F.	We have not signed Integrity Pack as part of any transaction from Indian FI and PSU offering. Further, as per our understanding this is more applicable towards purchase of goods etc. We would request Canara Bank to consider deleting the same.	Bidder to compy with RFP terms and conditions.
20	45	Annexure-2	Pre Qualification .Criteria	3. The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have been in operation in India for last five years as on RFP date.	We will be having our overseas legal entity as bidder to RFP and bookrunner to the trade. For an international capital market issuance, bidder cannot be an Indian entity as per regulations. We would request Canara Bank to consider deleting the same.	The bidder should be Legally incorporated entity and should have been in operation for last five years as on RFP date.
21	45	Annexure 2	Pre Qualification Criteria	4.Bidders should not be under debarment/ blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments on the date of submission of this RFP.	We think the confirmation sought is not per market practice and has not formed part of any transaction from Indian FI and PSU offerings before. We would request Canara Bank to consider deleting the same.	Bidder to compy with RFP terms and conditions.
22	46	Annexure-2	Pre Qualification Criteria	5.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: a.An entity incorporated, established or registered in such a country; or b.A subsidiary of an entity incorporated, established or registered in such a country; or c.An entity substantially controlled through entities incorporated, established or registered in such a country; or d.An entity whose beneficial, owner is situated in such a country; or e.An Indian (or other) agent of such an entity or f.A natural person who is a citizen of such a country; or g.A consortium or joint venture where any member of the consortium or joint venture falls under any of the above	We will be having our London legal entity as bidder to RFP and bookrunner to the trade. We would request Canara Bank to consider deleting the same.	Bidder to compy with RFP terms and conditions.

23	46	Annexure-2	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.	We can provide audited balance sheets for last 3 years. Want to understand why separate CA certificate is required - request Canara Bank team to consider deleting the same	6.The Bidder should have average turnover of INR 20.00 Cr or equivalent or above in the last 3 (three) financial years (i.e.,202 21, 2021-22 and 2022-23). This must be the individual company turnover and not of any group of companies. Document to be Submitted: Bidder should submit audited balance sheet for the last 3 yearsi. 2020-21,2021-22,2022-23 along with certificate from auditor wit to this effect.
24	46	Annexure-2		7.The bidder should have positive Net Worth as on 31/03/2023 and also should have not eroded by more than 30% in tine last three financial years ,ending on 31/03/2023.	We can provide audited balance sheets for last 3 years. Want to understand why separate CA certificate is required - request Canara Bank team to consider deleting the same	The Bidder should submit certificate from the auditor to this effect.
25	46	Annexure-2	Pre Qualification Criteria	8.The Bidder should have Minimum Five years previous experience of handling Bond issuance of USD 300 mn or above of reputed entities.	We can provide Bloomberg League Tables for past years but won't be able to furnish any certificate from our clients - request Canara Bank team to consider deleting the same	Bidder to provide the of Bloomberg League Table data as an evidence
26	46	Annexure-2	Pre Qualification Criteria	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. Documents to be Submitted: Copy of valid License/ Certificate or registration certificate as Exempt Capital Market Services Entity or any similar License	We have not provided this ever on any transaction/RFP for any of the Indian clients including FIs and other Indian PSUs. We would request Canara Bank to consider deleting the same.	Bidder to compy with RFP terms and conditions.
27	51	Annexure-5	List of Major Customers of the Bidder in Last 3 Years and References	List of Major Customers and Details	We can provide Bloomberg League Tables for past years but won't be able to furnish any letter from our clients or disclose any personal details of our clients - request Canara Bank team to consider deleting the same	Bidder to provide the of Bloomberg League Table data as an evidence
28	55	Annexure-8	Technical Evaluation Criteria	2.Volume (Million USD) of issues handled of Indian Issuers under Reg. S Bonds in Asian Markets as per Bloomberg League Table ranking in respect of Asia Ex-Japan G- 3 currency bond issuances during 01- 01-2019 to 31-12-2023.	We can provide Bloomberg League Tables for past years but won't be able to furnish any certificate from our clients - request Canara Bank team to consider deleting the same	Bidder to provide the of Bloomberg League Table data as an evidence

29	55	Annexure-8	Technical Evaluation Criteria	3.Relation with Canara Bank: Acted as Mandated Arranger for mobilizing Syndicated / Bilateral Foreign Currency Term Loan(s)/Bond during the period 01.01.2019 to 31.12.2023, on its own or through its subsidiaries/ foreign branches/ parent companies	We can provide Bloomberg League Tables for past years but won't be able to furnish any certificate from our clients - request Canara Bank team to consider deleting the same	Bidder to provide the of Bloomberg League Table data as an evidence
30	56	Annexure-8	निechnical Evaluation Criteria	4.Support and correspondent Banking and any other relationship with Treasury (Domestic / Overseas)	How will this be quantified basis overall limits given or utilised or some other parameter? Also, this is to be provided only for Canara Bank? Which certificates to be furnished for the same.	Any relevant examples for relationship with Canara Bank along with artifacts can be provided.
31	57	Annexure-9	Non-Disclosure Agreement	Non Disclosure Agreement	We have not provided this ever on any transaction/RFP for any of the Indian clients including FIs and other Indian PSUs. We would request Canara Bank to consider deleting the same.	Bidder to compy with RFP terms and conditions.
32	59	Annexure-11	Undertaking Letter	NĄ	We have not provided this ever on any transaction/RFP for any of the Indian clients including FIs and other Indian PSUs. We would request Canara Bank to consider deleting the same.	Bidder to compy with RFP terms and conditions.
33	74	Appendix-G	DRAFT CONTRACT AGREEMENT	NA	The clauses under this contract are substantially forming part of the Section G (General Conditions) of the RFP. Further, as per our understanding this section is more applicable towards purchase of good etc. We would request Canara Bank to consider deleting the same.	Bidder to compy with RFP terms and conditions.



34	10	SECTION B - INTRODUCTION	3.About RFP:	3.3.The Bank intends to tap MTN Bonds Issuance at international markets via issuance of senior unsecured/ Tier II capital bonds under the Medium Term Note (MTN) program of the Bank. The proposed issue size is 150 300 Mn with green shoe option of USD 200 Mn. The issue size may vary based on various factors including, but not limited to, management discretion and the indicative pricing. Further, the bank intends to initiate the process relating to the selection and appointment of JLMs to prepare the requisite documents including the Offering Circular and to undertake various activities in relation to the MTN bonds issue. The selected Bidder has to provide the services in India	The counterparty here would be an offshore entity and can this provision be	3.3. The Bank intends to tap MTN Bonds Issuance at international markets via issuance of senior unsecured/ Tier II capital bonds under the Meditimi Term Note (MTN) program of the Bank. The proposed issue size is USD 300 Mn with green shoe option of USD 200 Mn. The issue size may vary based on various factors including, but not limited to, management discretion and the indicative pricing. Further, the bank intends to initiate the process relating to the selection and appointment of JLMs to prepare the requisite documents including the Offering Circular and to undertake various activities in relation to the MTN bonds issue.
35	11	SECTION B - INTRODUCTION	3.About RFP:	3.9.Cost Borne by Bidders: 3.9.3:In case of successful bidders as well the Bank shall not pay any expenses towards travel and conduct of the road shows	Does the same mean roadshow expense during investor meetings in SG etc. such as meals, cars, NetRoadshow will not be paid	It means such expense shall be borne by bidders. Bidders have to bear their own expense. Bank shall bear its own expense towards travel and road show.
36	18	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.Preparation of Bids	5.1.2. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.	Authorization letter is governed by Internal Authroity Letter for overseas entity. Can we remove this from here	Bidder to compy with RFP terms and conditions.
37	27	Section F. Ownership & Awarding of Contract	9.Expenses	It may be noted that Bank will not pay any amount/expenses/charges/fees/ traveling expenses/boarding expenses/lodging/ expenses/conveyance expenses / out of pocket expenses.	Iduring investor meetings in SG etc. such as	It means such expense shall be borne by bidders. Bidders have to bear their own expense. Bank shall bear its own expense towards travel and road show.



38	31	-Section G. General Conditions	4.Human Resource Requirement	attested photocopy by candidate and Bidder HR. 4.6.3.Aadhaar Card - Duly attested photocopy by candidate and Bidder HR. 4.6.4.Relieving Certificate of Previous employer	The counterparty here would be an offshore entity and can this provision be excluded and many of the document couldn't be provided including Background Police Verification Report / Relieving Certificate etc.	This cluase stands deleted.
39	32	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 pertaining to services provided to the Bank under this RFP and the selected bidder shall extend all cooperation in this regard.	Control / data integrity requirements of different statute. Request to exclude the	6.Inspection of Records: 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. 10. Confidentiality and Non-Disclosure
40	32	Section G. General Conditions	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 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. The selected bidder shall furnish an undertaking as given in Annexure-9.	Considering Canara Bank is listed entity and accordingly we don't foresee receiving any MNPI from the same. Can the same be accordingly here	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
41	32	Section G. General Conditions	11.Adherence to Banks IS Security/Cyber Security Policies	11.1.BIDDER/VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines, wherever applicable.	The Bidder doesn't intent to use Cyber System of Canara Bank and accordingly we don't see applicability of this provision	This cluase stands deleted.

	42	33	Section G. General Conditions	13.Protection of Data:	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.	Considering Canara Bank is listed entity and accordingly we don't foresee receiving any MNPI from the same. Can the same be excluded accordingly here as we don't envisage any non public data being received from Canara Bank	Bidder to comply with RFP terms and conditions.
	43	34	Section G. General Conditions	15.Indemnity	15.Indemnity	Does this mean Indemnity is capped at fees and will terminate upon issuance of bonds. Further should we expect standard bond documentation being executed by Canara Bank	Bidder shall ensure that they will fulfil all the obligations on the part mentioned in the RFP and agreement executed
	44	35	Section G. General Conditions	16	Conflict of Interest	The parties are expected to work on multiple issuers and will the same be regarded as Conflict here.	Bidder to compy with RFP terms and conditions.
- Street -	45	37	Section G. General Conditions	19	Responsibilites of the Bidder	Considering Canara Bank is listed entity and accordingly we don't foresee receiving any MNPI from the same. Can the same be excluded accordingly here as we don't envisage any non public data being received from Canara Bank	Bidder to compy with RFP terms and conditions.
	46	45	Annexure 2	Annexure 2	Pre Qualification Criteria	As the contracting entity could be offshore. Can the provision amended here accordingly. Further can we remove provisions such as Pre-Contract Indemnity Pact requirement considering the same. No specific license requirement as these are offshore entities and can we exclude the same herewith	Bider to comply with RFP terms and conditions.
	47	48	Annexure 3	Annexure 3	Bidder's Profile	The counterparty here would be an offshore entity and can this provision be excluded or customized	Please refere Corrigendum for the same.
	48	51	Annexure 5 List of Major Customers of the Bidder in Last 3 Years and References	Annexure 5 List of Major Customers of the Bidder in Last 3 Years and References	Annexure 5 List of Major Customers of the Bidder in Last 3 Years and References	We would be governed by confidentiality of data for sharing these details. Further these are transaction execution and no Satisfactory letter etc. is received herewith. Request to exclude the same from here	Please refere Corrigendum for the same.

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49	55	Annexure 8	Technical Evaluation Criteria	S.no 2 & 3	The reference here is Reg S Bonds and will this include 144A / Reg S Bonds (as they also include distribution to Reg S as well as 144A investor base thereby broader investor liquidity)	The appointed JLMs scope of work is for Reg S only.
50	57	Annexure 9	- Non-Disclosure Agreement	Annexure-9 Non Disclosure Agreement	We presume this will only cover any MNPI which is not in public domain	Bidder to refer the corrigendum for the same.
51	45	Annexure 2	Pre Qualification Crieteria	3.The bidder should be a partnership firm registered under LLP Act, 2008/ Indian Partnership Act, 1932 or company in India as per Indian companies act, 1956 or companies act, 2013 and should have been in operation in India for last five years as on RFP date	SBI Capital Markets Ltd, has a collaboration agreement with State Bank of India ('SBI') with respect to foreign currency bonds. SBI through its overseas branch participate in the foreign currency bonds. Under the mentioned clause, request to clarify whether SBI participating through its overseas branch is eligible to bid as a JLM for the proposed International USD bonds.	
52	13	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1. Project Timelines	1.3.The time of completion shall be vital to the Contract. The successful bidder shall complete the assignment as per the timelines stipulated here below:	While we note the expected timelines, and will work towards this, we would like to highlight that the timelines are subject to satisfactory completion of due diligence and required documentation being completed in a timely manner as required by the counsels on the transaction, for which are reliant on Canara Bank and its appointed advisors. Further, Timelines will also be subject to market conditions. We would like to confirm that the timelines are on a best effort basis.	Bider to comply with RFP terms and conditions.
53	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3. Subcontracting	3. Subcontracting	Please confirm this requirement doesn't apply to group entities what may be involved in the transaction, and we can make a note that JPM affiliates may be involved in performing some of the obligations of the bidder.	Bider to comply with RFP terms and conditions.
54	15	Section D-Bid Process	5.2.Preparation of Bids	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.	We won't be able to stamp the submission of the RFP as the bidding entity does not have a stamp. Please confirm	Bidder should sign all pages along with sea shall be to the should sign all pages along with sea shall be to the should sign all pages along with sea shall be to the shall be shall b

	55	26	Section F-OWNERSHIP & AWARDING OF CONTRACT	3. Project Ownership	Services offered. 3.2.Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership	apply to group entities what may be involved in the transaction, and we can make a note that JPM affiliates may be	Bider to comply with RFP terms and conditions.
~ *	56	27	Section F-OWNERSHIP & AWARDING OF CONTRACT	7. Project Execution	The entire project needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Bengaluru. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen immediately after the acceptance of purchase order. The Bidder shall submit a Weekly progress report to the Bank as per format, which will be made available to the selected bidder.	We do not have a Project Manager in Bengaluru, but the team will be available to travel to Bengaluru at short notice if required. The project team will be available for both audio and video calls at short notice.	It Can be accepted and project Manager not required to be in Bengaluru.

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57	27	Section F-OWNERSHIP & AWARDING OF CONTRACT	10. Execution of Agreement	10.1.Within 21 days from the date of acceptance of the Purchase Order, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder. 10.2.The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.	Appendix G is not a usual transaction document for a bond issuance in dollar market. Rather than Appendix G, as is customary, the documentation for the transaction will follow the market standard MTN programme agreement and the subscription agreement, in the form agreed by the parties thereto and prepared by external counsels appointed for such transactions. These agreements will constitute the entire agreement amongst the parties in respect to the transaction. The relevant subscription agreement will be signed at pricing of the transaction, after the transaction is launched at a mutually agreed launch time. We request you to modify the bid document accordingly.	Bider to comply with RFP terms and conditions.
58	30	Section G. General Conditions	4. Human Resource Requirement	4. Human Resource Requirement	As is applicable for all of our engagements, JPM will, at its discretion, staff the deal with adequate professionals (and replacements as and when required) with relevant experience. JPM will not be able to provide the KYC documents for individuals as it will be a breach of privacy, and these are not customarily provided on deals of such nature. Request you to waive this requirement	This clause stands deleted.
59	32	Section G. General Conditions	9. Publicity	Any publicity other than as envisaged under the RFP 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.	public highlights of the transaction and our	Bidder to comply with RFP terms and conditions.



60	32	Section G. General Conditions	10. Confidentiality and Non-disclosure	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	JPM, as a policy matter, does not provide an indemnity under any RFP or the agreements. Additionally, we would need to disclose confidential information: (i) to our affiliates; and (ii) to the extent required by law, judicial, regulatory or governmental authorities or stock	This cluase is modified as follows: 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.	
					information. The selected bidder shall furnish an undertaking as given in Annexure-9.	modified accordingly	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.
	61	33	Section G. General Conditions	11. Adherence to Banks IS Security / Cyber Security Policies	, ,	The bidder is not in a position to comply to Canara Bank's internal policies. JPM will comply with its own internal cyber / Security policies. Please confirm	This clause stands deleted.
	62	33	Section G. General Conditions	12. Corrupt and Fraudulent Practices		solicit or accept solicitation either directly	Bidder to compy with RFP terms and conditions.
	63	33	Section G. General Conditions	12. Corrupt and Fraudulent Practices	12.8.The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time.	The Bidder which is a Non-Resident entity. It will comply with the laws and regulations as applicable to it.	Bidder to compy with RFP terms and conditions.



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64	34	Section G. General Conditions	13. Protection of a Data	agrees to grant, bluder / vendor / better property systems and assistance to such data and other systems of the	ame	Bidder to compy with RFP terms and conditions.
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65	34	Section G. General Conditions	13. Protection of Data	and stored, maintain confidentiality of the bank's and	The Bidder which is a Non-Resident entity and is not subject to RBI Regulations. It will comply with the laws and regulations as applicable to it. Please confirm	, Bidder to compy with RFP terms and conditions.
				1.2. The BIDDER/VENDOR/ SERVICE PROVIDER		in the second se
66	34	Section G. General Conditions		1.2. 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.		15.Indemnity: Bidder shall ensure that they will fulfil all the obligations on the part mentioned in the RFP and aagreement executed.
67	. 35	Section G. General Conditions	16. Conflicts of Interest	16. Conflicts of Interest	JPMorgan confirms that it has procedures in place designed to identify and manage potential conflicts of interest which JPMorgan will apply in determining that it may be engaged by the Bank under the relevant transaction agreements and will continue to apply such procedures during the term of such agreement. We will provide the confirmation above in lieu of Clause 16. Please confirm	Bidder to compy with RFP terms and conditions.
68	37	Section G. General Conditions	19. Responsibilities of the Bidder	19.4.Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CANARA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.	be applicable. Please confirm	ot Bidder to compy with AFF terms and conditions.
		Section G. General	l 24. Social Media	24. Social Media Policy	We have our internal policies that we will comply with. Please confirm	रूतरा पर्या
-69	39	Conditions	Policy		This is not relevant for the current	This clause stands deleted.
70	41	Section H-Purchase Preference	e NA	Section H-Purchase Preference	transaction. Please confirm	Tender Processing

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	71	46	Annexure 2	Point 6 and 7	Point 6. Turn Over Document to be submitted: Bidder has to submit audited Balance Sheet copies for last 3 Years i.e. 2020-21, 2021-22 and 2022-23 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number(UDIN). and 7. Networth Document to be Submitted: The Bidder should submit certificate from the Company's Chartered Accountant with UDIN to this effect.	We will be submitting the audited financials for the bidder that will have the turnover and net worth. The Certificate from CA should not be required. Please confirm	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. Document to be Submitted: Bidder should submit audited balance sheet for the last 3 yearsi.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.
	72		Annexure 2	Pre Qualification Crieteria	8.The Bidder should have Minimum Five years previous experience of handling Bond issuance of USD 300 mn or above of reputed entities. Document to be Submitted: The bidder should submit Satisfactory performance certificate from clients/ Contract/Engagement Certificate with client.	Confidentiality Agreement with other	Bidder to provide the of Bloomberg League Table data as an evidence
	73	51	Annexure 5	List of Major Customers	List of Major Customers	We cannot provide as we are bound by Confidentiality Agreement with other counterparties and this requirement is unusual for a transaction of this nature. We will submit the bloomberg screenshot as evidence. Please confirm	Bidder to provide the of Bloomberg League Table data as an evidence
	74	52	Annexure 6	Office Details	Office Details	We have offices across the globe and providing details of all office won't be practical. We will be able to provide email ids of relevant team members who will be part of the project	Yes.email ids of relevant team members who will be part of the project can be submitted.



75	53	Annexure 7	ir scope of Work	1.Arranging the issuance of Stand-Alone Reg S Bonds; coordination with all agencies/ counsels/ intermediaries etc.; full underwriting at launch; make arrangements/ logistics for conducting road shows at various centres and promote the issue among the investors; completion of all documentation and compliances and any matter incidental thereto. The decision of the Bank shall be final and binding with regard to the scope of work/ services of the Lead Manager/s and modalities of underwriting shall be	Instead of full underwriting at launch, it will be full underwriting by all bidders at pricing to cover the settlement risk. Please confirm. We will also delete the line "The decision of the Bank shall be final and binding with regard to the scope of work/services of the Lead Manager/s and modalities of underwriting shall be determined by Canara Bank". Any additional scope of work will be mutually agreed upon. Please confirm	Bidder to compy with RFP terms and conditions.
76	53	Annexure 7	Scope of Work	6.Assist in the launching and best pricing of the Issue, allocation of bonds and concluding of Interest Rate Swaps, etc.	facilitate introduction to our internal team that looks at swaps and derivatives. Please confirm	Interest Rate Swap is deleted.
77	54	Annexure 7	Scope of Work	documentation and compliances and any matter incidental thereto with issuance of MTN Bonds. The decision of the Bank shall be final and binding with regard to scope of work/services of the Lead	We will delete "The decision of the Bank shall be final and binding with regard to the scope of work/services of the Lead Manager/s". Any additional scope of work will be mutually agreed upon. Please confirm	Bidder to compy with RFP terms and conditions.
78	53	Annexure 7	Scope of Work	Note:The above list is inclusive and not exhaustive i.e. Terms of reference shall include providing professional assistance for all activities required for the implementation. The terms of reference shall also include implementation of the guidelines/ recommendations/ instructions of the Reserve Bank of India/ Ministry of Corporate Affairs/ Indian Banks Association/ Securities Exchange Board of India issued or to be issued during the contract period, to the satisfaction of the Bank without any additional cost.	We will delete the note. Any additional scope of work will be mutually agreed upon. Please confirm	Bidder to compy with RFP terms and conditions.
79	55	Annexure 8	Technical Evaluation Criteria	Point 2: Total number of issues handled of Indian Issuers under Reg S Bonds in Asian Markets as per Bloomberg League Table ranking in respect of Asia Ex Japan G- 3 currency bond issuances during 01-01-2019 to 31-12-2023.	The 144A/ Reg S bond transactions also see interest from investors from Reg S investors and are also relevant for evaluation. We will include 144A/Reg S deals as well in the submission. Please confirm	rs Only Reg S to be included.



80	55	Annexure 8	Technical Evaluation Criteria	Point 2: Volume (Million USD) of issues handled of Indian Issuers under Reg. S Bonds in Asian Markets as per Bloomberg League Table ranking in respect of Asia Ex- Japan G- 3 currency bond issuances during 01-01-2019 to 31-12-2023.	The 144A/ Reg S bond transactions also see interest from investors from Reg S investors and are also relevant for evaluation. We will include 144A/Reg S deals as well in the submission. Please confirm Satisfactory Performance Certificate / Contract / Engagement Certificate cannot be provided as we are bound by Confidentiality Agreement with other counterparties and this requirement is unusual for a transaction of this nature. We will submit the bloomberg screenshot as evidence. Please confirm	Bloomberg data for Reg S.
81	57	Annexure 9	Non-Disclosure Agreement	Non-Disclosure Agreement	To add as last sentence: Notwithstanding anything contained in this undertaking, the Bidder is permitted to disclose any information required in connection with the proposed transaction (i) to our affiliates and advisors; and (ii) to the extent required by law, judicial, regulatory or governmental authorities or stock exchanges. The NDA is not valid for information in the public domain	Yes and refer Corrigendum for the same.
82	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 compy with RFP terms and conditions.
83	74	Appendix G	Draft Contract Agreement	Draft Contract Agreement	Not applicable. We will follow market standard MTN documentation. Please confirm	Bidder to compy with RFP terms and conditions.
84	17	Preparation of Bids	5.1	Authorised signatures on all pages of the bids	Signature on all pages of RFP response, can we use e-signatures?	Bidder can use e-signature also along with seal of the company.



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85	45	Annexure 2 - Pre- Qualification Criteria		the student to provide missing company or 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. Document to be Submitted: The bidder should submit letter of confirmation on the content of the partnership and to this effect.		Bidder to compy with RFP terms and conditions.
86		Annexure 2 - Pre- Qualification Criteria	1-12	SI No. 1-12 on Pre-Qualification Criteria	Does SI No. 1-12 of Annexure 2 refer entirely to the bidder's local-domiciled entity (i.e. BNPP India Branch)? On SI No. 9, assume this refers to BNPP India Branch in addition to the relevant BNPP branch (where we would be undertaking debt capital market related work in relation to this transaction) and where we have a Capital Services license? Is our India branch able to execute and submit the Annexures and Appendixes mentioned in Appendix A on behalf of another bidder (i.e. BNPP SG branch?)	Bidder to refer the corrigendum for the same.



87	46	Annexure 2 - Pre- Qualification Criteria		8.The Bidder should have Minimum Five years previous experience of handling Bond issuance of USD300 mm of above of reputed entities. Documents to be Submitted: The bidder should submit Satisfactory performance certificate from clients/ Contract/Engagement Certificate with client.		Bidder may submit the bloomberg Table.
88	48	Annexure 3 - Bidder's Profile	1-11	Particulars of Bidder's Profile	Does SI No. 1-11 of Annexure 3 refer entirely to the bidder's local-domiciled entity (i.e. BNPP India Branch)?	Bidder to refer the corrigendum for the same.
89	51	Major Customers of the Bidder in Last 3 Years and References	the Bidder in Last 3	Satisfactory Letter from customer to be Enclosed or Purchase Orders to be enclosed	Does this list of major customers refer to bond transactions which we have done for Indian clients over the past 3 years? Is there a minimum or maximum number of customers which we can list in the table?	Please refere Corrigendum for the same.



90			of Work	1.Arranging the issuance of Stand Managing	and prices quoted in bid?	No hard commitment.
·91	55 ~~~	Annexure 8 - Technical Evaluation Crieria	Technical Evaluation Crieria	issuers under Reg. 5 bolids in resect of Asia FX-	INATISTACION DELIGITIANCE COLONGE ITOM	Bidder to provide the of Bloomberg League Table data as an evidence
92	56	Annexure 8 - Technical Evaluation Crieria	Annexure 8 - Technical Evaluation Crieria	5.Presentation representing proposed implementation plan about the detailed Startegy and timelines for implementation	Is there a specific format which bidders have to follow for the presentation? Is there a page limit for the presentation?	No specific format or limitation on number of pages.
93	62	Appendix -A Instructions to be noted while preparing/submitting Part A - Technical cum Eligibility	1.1)Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate.	Submission requirement	Can local entity (without Offshore bond license) submit it on behalf of offshore affiliate?	Query is not clear and Bidder to comply with RFP terms and conditions.
94	73	Appendix F - Pre Contract Integrity Pact	10.Facility of Investigation	In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER of its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER at the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDES shall provide necessary information of the relevat documents and shall extend all possible help for the purpose of such examination,	existing rules and regulations governing bank activities did CR nt	



95	. 11	SECTION B - INTRODUCTION	3. About RFP:	3.7.Attested true photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder/s independently.		Bidder can Submit self attested photocopies along with seal and signature.
96	12	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1. Project Timelines	If the Bidder fails to complete the assignment as per	a) Request to waive the requirement of bank guarantee as it is quite uncommon for such RFPs b) The issuance would be subject to market conditions and there can be delays due to unforeseen reasons such as delay in regulatory approvals etc.	Bider to comply with RFP terms and conditions.
97	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3.Subcontracting	3.2. After Selection process of the bidder and order placement, resources deployed should be employed with the selected bidder and they should be on the payroll of the selected bidder.	Assume its ok as long as the employees working are part of the same parent group entity as the bidding entity i.e. HSBC, giver our global sales and syndicate teams would be also be involved in marketing of this issuance which may be part of a different legal entity under HSBC	Bider to comply with RFP terms and conditions.
98	30	SECTION G - GENERAL CONDITIONS	3.Responsibilities of the Selected Bidder	3.1. The Selected bidder has to inform change in the management of the company, if any, to the Ban within 30 days from the date of such change durin the contract period.	kininiic domaili as bei bui illedia poticies as	
99	48	Annexure 3	Bidders Profile	11.Domestic customer base (number of clients where consultancy services have been provided in India)	Suggest if this can be amended to 'number of issuances in led since 20xx? Not practical to provide domestic customer base or number of customers to which we have provided consultancy services	Domestic customer base (number of clients where consultancy services have been provided in India from 2020) and refer the corrigendum for the same.

Date:16/04/2024 Place: Bengaluru Deputy General Manager

