

**Responses to Pre-Bid Queries towards RFP Ref No.: UCO/HO/FIN/02/2024-25 dated July 19, 2024**

Sr. No.	Page No. of RFP	Clause No	Original RFP Clause	Bidder's Query	Bank's Reply
1	10	3.3 Point (xi)	To undertake market research, assist in the pricing of the Issue, allocation of shares and provide after sale support, etc.	<p>We request you to please clarify what kind of after sale support is expected from the BRLMs post listing of securities.</p> <p>Further, we request you to please clarify whether the allocation in the QIP shall be made on proportionate basis or discretionary basis.</p>	<p>After sales support, would include but will not be limited to collecting application forms from the investors, punching of application forms of eligible investors with the help of RTA of the Bank, assisting bank in obtaining listing and trading approvals from the stock exchanges and all other activities incidental thereto to QIP.</p> <p>Post Listing of the securities, statutory or other formalities, if any, remains shall be completed by BRLM.</p> <p>Further, Allocation will be decided in consultation with BRLM. However, decision of the Bank will be final and binding on all the parties.</p>

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2	11	3.4.5	The selected BRLMs will be required to ensure media management and PR so as to generate adequate publicity for the Bank within the realms as permitted by Securities and Exchange Board of India.	For assistance in the marketing a separate PR Agency need to be appointed.  We request you to please clarify who will bear the cost of PR and media management.	Expenses for media management and public relation exercise, if any, shall be borne by the bank.
3	13	4	The <b>selected Merchant Bankers</b> would be required to sign the non-disclosure agreement with the Bank. Failure to sign the same would make their appointment null and void.	What will be the value of stamp paper? Also please clarify whether the NDA need to be submitted along with Bid document or to be submitted after appointment of merchant banker.	NDA is to be executed on non-judicial stamp paper with stamp duty as applicable to the state in which the agreement is to be executed and to be submitted with document.
4	13	4.6	As per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance, Department of expenditure, bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.  [Undertaking to be given as per the format given in Annexure XIII. Also Provide the latest shareholding pattern.]	We hope that this is not applicable to the Bidders who are based of India.	Provide Undertaking as Per Annexure XIII duly signed by Authorized Signatory

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5	13	5 point 3	Any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interest of the Bank.	<p>We request you to please clarify if the Bidder already accepted or accepts the assignment for fund raising by way of IPO/FPO/QIP/Rights Issue etc. for any other Public or Private banks or companies in the BFSI sector, whether it will be counted as the conflict of interest.</p> <p>Further, our senior team member may be involved in the other assignment of fund raising as well for other Public or Private banks or companies in the BFSI sector, whether it will be considered as conflict of interest.</p>	<p>In case a bidder already having a mandate for fund raising for any Public or Private banks or companies in the BFSI sector, the same needs to be disclosed by bidder as a part of Conflict of Interest.</p> <p>However, in case bidder is selected as a BRLM for UCO Bank, bidder would be required to inform the Bank before accepting any IPO/FPO/QIP mandate of Public or Private banks or companies in the BFSI sector (this shall also include any fresh mandate for an existing transaction).</p> <p>Further BRLM's must ensure that professionals /team allocated for UCO Bank assignment shall be engaged to other assignment concurrently after informing the bank.</p>

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6	20	15.1 (b) point 3	CVs of all key professionals who would be entrusted with this assignment (if awarded by the Bank) to be included	We request you to please clarify whether the CV of key personnel shall be self-certified by the KMP or shall be certified by the Authorized signatory.	CVs of key professionals to be certified by the Authorized Signatory
7	21	15.2	Amount canvassed by the Bank through its own efforts from LIC and Public Sector Bank will not be considered for calculation/payment of fees.	During the course of marketing efforts, BRLMs would be required to approach potential investors (PSU and Private) and also setup meetings (physical/virtual) with Bank officials. Request Bank to clarify/confirm that all participation amounts from such investors would be considered, and NOT be excluded, while calculation / payment of fees to BRLMs.	Amount canvassed by the BRLM's through their investor outreach programs or other marketing efforts, shall be considered for the payment of fee to BRLM.  Any fund mobilized by UCO Bank exclusively by putting its own efforts, will be excluded for payment of fee to BRLM.
8	21	15.2	The fee quoted shall be unconditional and irrevocable. The Bidder is required to quote a fee in INR for the transaction.	As per Clause 15.2 the Bidder is required to quote a fee in <b>INR</b> for the transaction.  However as per the Annexure V, it is mentioned	We clarify that financial Bid is to be quoted in percentage terms only.

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				that the Bid has to be quoted in <b>percentage</b> terms.  We request you to please clarify whether the fees is to be quoted in INR or in percentage term.	
9	23	16 (b) Sl. No. 4.	Technical Presentation (covering details as per Point (a), (b), (c) and (d)	We request you to please clarify whether write-up or presentation covering Point (a), (b), (c) and (d) need to be submitted along with the Bid Document or shall be required during presentation before the committee member of the Bank as per clause 16 (a).	Presentation need not be submitted with bid documents.
10	25	Point no 6	Left Lead will be decided on the Bank's discretion and that BRLM so selected will have the right to refuse the position of the Left Lead.	Kindly clarify on the left lead fees	Bank at its discretion will make payment of Left Lead fee within the overall fee payment to BRLM. No extra fee will be paid.
12	29	20 (j)	The BRLM's shall declare if there was any instance in the last three years of transgression of any Code of Integrity on its part.	Please provide format for such declaration	No prescribed format for this. However, declaration to be provided on the letter head.

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13	30	20 (q)	<u>Publicity</u> : The Bidder shall not advertise or publicly announce that he is undertaking work for Bank without written consent of Bank. In case of non-compliance of this clause the Bidder will be debarred for participating in any future tender / contract for a period as decided by the Bank.	We request you to please clarify whether the Bidder can use the name of the Bank in its Business presentation or pitches under ongoing transaction.	Bidder can use the name of UCO Bank after their receiving final mandate from UCO Bank.
14	32	23	This indemnification is only a remedy for the Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.	The Bidder can accept the liability for a maximum amount of actual remuneration / fees received by Bidder after deduction of the actual expenses incurred in relation to the Issue.  Please modify this clause and put a limit on maximum liability of Bidders.	Clause stands as per RFP terms.
15	39	35 (e)	The written demand by the BANK as to the loss/damages shall be final, conclusive and binding on the selected bidders(s) and the selected bidder(s) shall be liable to pay on demand without any contestation/demur the actual amount of such loss/damages caused to the Bank subject to an upper limit equivalent to the total amount payable at contracted rate/paid for this assignment.	The Bidder can accept the liability for a maximum amount of actual remuneration / fees received by Bidder after deduction of the actual expenses incurred in relation to the Issue.	Clause stands as per RFP terms.

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				Please modify the clause to this effect.	
16	39	38 (a)	The Bidder's aggregate liability shall be subject to an overall limit of the total cost of this QIP including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs.	The Bidder can accept the liability for a maximum amount of actual remuneration / fees received by Bidder after deduction of the actual expenses incurred in relation to the Issue. Please modify the clause to this effect.	Clause stands as per RFP terms..
17	41	44	The confidentiality obligations shall be perpetual in case of termination of the Agreement on account of failure, delay or evasion on the part of the successful bidder to commence the project within 15 days from the date of notifying by the Bank, in addition to the termination of the agreement.	Please revise the period for confidentiality obligations to the three years.	Clause stands as per RFP terms..
18	52	Annexure IV-B	<b>Mobilization Commitment on the QIP process</b>  Committed amount of QIP - _____ (Rs. Crs)	We request you to please change the clause as under:  Committed amount of QIP - _____ (Rs. Crs) (on best effort basis).	Clause stands as per RFP terms..  Soft commitment by BRLM to be furnished.

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19	52	Annexure IV-E	STATEMENT SHOWING RESEARCH REPORTS DETAIL	<p>The details of the Rating and Target price shall not be applicable for the sector, so please allow us to mention as NOT APPLICABLE (NA).</p> <p>However we shall provide the details of rating and target price for companies under BFSI Segment.</p>	We agree with Bidder's view.
20	76	Annexure XIV Sl No 12 & 13	<p>12. Presence of the Bidder in India;</p> <p>13. Presence of Advisory team:</p> <ul style="list-style-type: none"> <li>• Office in Kolkata with /without office elsewhere in India</li> <li>• Office in other places in India without Office in Kolkata</li> </ul>	Please allow bidders to provide the list of Branches with full address of the Branch and no. of staff working there. It will be logistically challenging to provide the Address proof for all branches and details of all team members working at those branches.	We agree with Bidder's view.
21	NA	NA		<p>Please clarify who will bear the below expenses :</p> <p>(a) Industry report</p> <p>(b) Virtual data room (VDR)</p> <p>(c) Domestic and International legal counsel</p> <p>(d) Advertisement expenses</p>	Bank will bear the cost of one Domestic and one international legal advisor/counsel appointed for the Bank only.



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				(e) Roadshow expenses (f) Printer expenses (g) RTA fees (h) Filing fees (SEBI, Stock Exchange, ROC) (i) Listing fees (j) Selling commission to SCSBs, syndicate members etc.	During Roadshow, expenses relating to cost of travel / stay for Bank's executives/ management, if any, will be borne by the Bank.  Cost relating to RTA fees, regulatory filing/exchange filing shall be borne by the Bank.  All the incidental cost relating to the issue shall be borne by the appointed BRLMs.
22	12	4 - #2 Eligibility Criteria	The copy of the certificate of incorporation and certificate of commencement of business or Registration Certificate along with notification/order of merger/restructuring etc., if applicable, certified by entity's Compliance Officer/ Company Secretary/Statutory Auditor	Kindly allow this to be certified by the Authorized Signatory	Can be certified by the authorized Signatory
23	12	4 - #3 Eligibility	b. The details/copies of the respective Offer Documents (relevant pages), where the name of the Bidder is mentioned or the extract from Prime Database or Bloomberg should	Kindly allow this to be certified by the Authorized Signatory	Can be certified by the Authorized Signatory

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		Criteria	be submitted, duly certified by Statuary Auditor / Company Secretary of the entity		
24	13	4 - #6 Eligibility Criteria	As per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance, Department of expenditure, bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.	Please clarify that this is not applicable to the Bidders who are based in India.	Provide Undertaking as Per Annexure XIII duly signed by Authorized Signatory
25	13	4	A certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content in the format as per Annexure- XVI	Request if this requirement can be removed or can be certified by the Authorized Signatory	In case of companies, in addition to Statutory auditor or cost auditor, authorized signatory can also certify.
26	33	24 b)	In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of The Arbitration and Conciliation Act, 1996 or any statutory	Request if reference of MCIA clause can be inserted	Clause stands as per RFP terms.

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			modification or re-enactment thereof. The Sole Arbitrator may be appointed by mutual consensus of both the parties. However, in case of disagreement for appointment of Sole Arbitrator, the parties may approach the competent court of law for adjudication of the disputes between them.		
27	37	31	NO REPRESENTATION OR WARRANTY BY THE BANK	Request if the clause can be deleted	Clause stands as per RFP terms.
28	38	35	INDEMNITY	Request if indemnity clause and related references in the RFP can be deleted	Clause stands as per RFP terms.
29	39	38	LIMITATION OF LIABILITY	Request to cap the liability to the actual fees payable to the BRLM	Clause stands as per RFP terms.
30	50	Annexure IV B	% mobilization	Kindly clarify what is expected here? Does this mean overall funds mobilized divided by issue size or does this mean share of BRLM's procurement in the deal? Note that BRLM's procurement has been sought as part of the table on Page 52	Percentage of funds mobilized out of the Issue Size.

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31	52	Annexure IV B	Mobilization Commitment on the QIP process	Request to change this to Mobilization Commitment on the QIP process (on best effort basis)	Clause stands as per RFP terms.  Soft commitment by BRLM to be furnished.
32	67	Annexure VIII	NON-DISCLOSURE AGREEMENT – Point No. 1	Under Confidential or proprietary Information – request if the following can also be added:  "Non-written/oral confidential information has to be transformed in written or recognizable form within 7 working days from the date of such disclosures to qualify such non-written/oral information shall as 'confidential information'."	Clause stands as per RFP terms.
33	68	Annexure VIII	NON-DISCLOSURE AGREEMENT – Point No. 5	Request to add – “Notwithstanding the foregoing, the Receiving Party shall retain one copy of the Confidential Information for internal archival, backup procedures and	Clause stands as per RFP terms.

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				compliance purposes or if required under applicable law or regulation subject to the duty of confidentiality being maintained till such Confidential Information is retained in compliance to the terms of this Agreement."	
34	69	Annexure VIII	<p>NON-DISCLOSURE AGREEMENT – Point No. 14</p> <p>Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of five year(s) from the date of expiration.</p>	Request if the period can be changed to 12 months instead of 5 years.	Clause stands as per RFP terms.
35	69/70	Annexure VIII	NON-DISCLOSURE AGREEMENT – Point No. 19	Request if reference of MCIA clause can be inserted	Clause stands as per RFP terms.
36	12	4.3	<p>Eligibility Documents required point</p> <p>a. Details of issues handled during the period from 1st July, 2019 to 30th June 2024 shall be submitted as per the Annexure IV A on the</p>	We request you to consider document certified by Authorized signatory of Merchant Banker. Our Statutory Auditor /	Can be certified by the Authorized Signatory

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			letter head of bidder, duly certified by the Whole Time Director/ Company Secretary /Other Authorised Signatory, duly authorised for the purpose. b. The details/copies of the respective Offer Documents (relevant pages), where the name of the Bidder is mentioned or the extract from Prime Database or Bloomberg should be submitted, <b>duly certified by Statuary Auditor / Company Secretary of the entity; and</b>	Company secretary will not be able to sign	
37	12	4.4	Eligibility  The bidding Merchant Bankers should not have been prohibited by any Statutory/ Regulatory authority or Court or Tribunal or any Authority in offering such services and should not have been blacklisted/debarred penalized by Central Government or State Government or SEBI or RBI or other statutory/ regulatory authority in the past 5 years or is pending.	In the format (Annexure II) confirmation is not limited to 5 years, kindly clarify	Confirmation is for last 5 years.
38	15	6.6	Bidders are required to strictly submit their bids in electronic form on e-procurement portal as given Page 6 Point -17 latest by 09.08.2024 upto 3.00 pm. Hard copy to be sent to our	Do we need to submit the documents on e-portal and hard copy as well or submission of documents on e-portal is sufficient?	Both the submission i.e. e-portal and hard copy, is required. However, documents uploaded on e-portal will only be

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			office at the address given in Page 5 Point- 4 latest by 09.08.2024 upto 3.00 pm.		considered. Hard copy will be opened in case of exigency. Physical copy of EMD (DD/BG) to be kept in separate envelope, not with bid document.
39	15	6.6 (iii)	Certified Copy of Board Resolution or Power of Attorney (POA) in favour of person signing the bid document. (format of POA given as Annexure-VI)	We request you to consider Authority letter issued by POA holder as the system does not allow new POA due to control measures	Clause stands as per RFP terms.
40	22	16. b. 1	*Domestic and Global network and distribution strength (Domestic office is must) *Submission of Documentary proof(s) with respect to above by the Bidders is mandatory.	What documentary proof is required / acceptable	Documentary proof viz. valid registration certificate/business permit/trade license etc.
41	23	16. b. 2. b	Actual funds mobilized (allotted) in the issues handled during the preceding 5 years upto 30th June 2024 (Max. Marks) * Submission of supporting details for actual funds mobilized (allotted) in the issues handled during the preceding 5 years upto 30th June 2024, duly certified by the Authorised Signatory.	Issues - refers to IPO only or IPO/FPO/QIP all?	It includes IPO/FPO/QIP issue.

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42	23	16. b. 2. b	Actual funds mobilized (allotted) in the issues handled during the preceding 5 years upto 30th June 2024 (Max. Marks) * Submission of supporting details for actual funds mobilized (allotted) in the issues handled during the preceding 5 years upto 30th June 2024, duly certified by the Authorised Signatory.	What supporting details is required	Supporting documents evidencing actual funds mobilized (allotted) in the issues, duly certified by the Authorized Signatory.
43	24	16. b. 4. b	b) Understanding of UCO Bank • Earlier transactions/deals done with UCO Bank	Does this includes any debt / Bonds issuances?	Debt/Bond issuance can be included.
44	48	Annexure IV	13) A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith as <b>Annexure VI</b>	We request you to consider Authority letter issued by POA holder as the system does not allow new POA due to control measures	Clause stands as per RFP terms.
45	49	Annexure IV A	Amount mobilized (Rs. in Crore)  Note: Please furnish the details/copies of the respective Offer Documents (relevant pages), where the name of the Bidder is mentioned or extracts of the relevant print-outs of Prime Database or Bloomberg.	Amount mobilized details are not captured in offer document nor available in Prime Database, hence no supporting for the same will be possible	Clause stands as per RFP terms.



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46	50	Annexure IV B	Annexure IV B DETAILS OF DOMESTIC/ INTERNATIONAL PUBLIC OFFERINGS PARTICIPATION BY BIDDER (To be submitted on the Letter Head of the Bidder)	We request you to consider details for financial year instead of July to June	Clause stands as per RFP terms.
47	50	Annexure IV B	Annexure IV B Presence of the Firm in India - _____ years (Relevant Supporting documents)	Request you to clarify what supporting document is required?	Certificate of Incorporation/Certificate of Commencement of Business
48	52	NA	statement showing details of public offerings mobilization during the period from 1st July, 2019 to 30th June 2024	Request you to consider details mobilized in % terms instead of amount	Clause stands as per RFP terms.
49	6		Process of submission of tender documents/ Address for support (Hard Copy of the Bids to be submitted at the address given above in Point-3)	Request the Bank to confirm if they meant to refer to address given in point-4	Address given in Point 4 of Page 5 of the RFP
50	6		Process of submission of tender documents/ Address for support (Hard Copy of the Bids to be submitted at the address given above in Point-3)	Request the Bank to confirm if the physical submission of the bids can be done via courier	Yes. But it should reach the Bank's address within the last date and cut off time fixed for the submission of bids.
51	9	3 (ii)	Structure the QIP transaction in conformity with the applicable laws, especially the extant regulatory and statutory framework	BRLMs will only be able to advise on regulations/circulars/guide	

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			including under the Banking Regulation Act, 1949, Companies Act, 2013, SEBI Act, 1992 and the Securities Contract (Regulations) Act, 1956, SEBI ICDR Regulations 2018, SEBI (Listing Obligations & Disclosure Requirements) Regulations 2015, Foreign Exchange Management Act, 1999, FDI norms and other applicable statutes, Rules, Regulations, Guidelines issued, or the guidelines or directions issued by the Stock Exchanges or otherwise and amended from time to time.	lines etc. issued by SEBI or stock exchanges. Any advise on Foreign Exchange Management Act, 1999 or FDI norms can be added to the scope of work of legal counsels	Clause stands as per RFP terms.
52	9	3 (iii) (a)	regulatory norms, disclosure and disclaimer requirements and generally assist in securing the requisite statutory and regulatory approvals and/ or exemptions and/ or clarifications, as may be deemed necessary from SEBI, Stock Exchanges, RBI, and other regulatory and statutory authorities,	It will be the responsibility of the Bank to seek approvals and/ or exemptions and/ or clarifications, as may be deemed necessary from RBI and or other statutory authority. BRLMs can only assist in seeking approvals/exemptions from SEBI and Stock Exchanges.	Clause stands as per RFP terms.
53	9	3 (iii) (b)	filing of returns or notices with stock exchanges, Registrar of Companies or any other statutory and/ or regulatory authorities	BRLMs will not be able to assist the Bank in filing of returns or notices with	Clause stands as per RFP terms.

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			and assist in completing all the requirements and formalities;	Registrar of Companies or any other statutory and/ or regulatory authorities and assist in completing all the requirements and formalities, except SEBI and Stock Exchanges;	
54	9	3		Clauses 3.1, 3.2, 3.3 are not found in document. Please confirm if there are any other clauses with these numbers	No such clauses
55	10	3 (iv)	To conduct pre-market survey, domestic and international road shows to generate interest amongst prospective investors. Arranging meetings with the key investors and facilitate communication about the growth potential of the Bank and articulating the key marketing themes and positioning of the Bank.	Request the Bank to clarify on who will bear the roadshow expenses incurred by BRLMs as well as the Bank	In case Roadshows are conducted by way of physical meetings, cost of travelling and accommodation of Bank officials will be borne by Bank. however, the cost of travelling and accommodation of BRLMs, cost associated with organizing meetings with investors will be borne by BRLMs.

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56	10	3 (viii)	The Bidder shall work in coordination with Bank's legal team/Legal Counsels/Law Firms appointed by the Bank with respect to all legal issues (pre/post issue) for the completion of the Issue. If Bidder appoints other Legal Counsel, the cost of which will be borne by the Bidder.	Which entity will be bearing the cost of Underwriter's counsel and International Legal Counsel? Bidder or the Bank?	Bank will bear the cost of one Domestic and one international legal advisor/counsel appointed for the Bank only.
57	10	3 (xv)	Ensure completion of all post transaction related activities viz. Reconciliation of subscription amount along with Banking confirmations and the original applications, assisting the Bank in allotment of QIP at NSDL and CDSL within the due date, preparation of final documents and Listing of QIP with Stock Exchange(s) within the date, payment of interest on application / refunds, if any, within the due date, filing various statutory documents with SEBI / Stock Exchange. facilitating transfer of sale proceeds (to UCO Bank) and shares (to the shareholders) etc. and all other activities as laid down in the applicable laws including SEBI Regulations and/or NSE and/or BSE rules and the SEBI (LODR) etc.	Following post transaction related activities are not applicable in case of a QIP: - Reconciliation of subscription amount along with Banking confirmations and the original applications, - payment of interest on application/ refunds, if any, within the due date, - facilitating transfer of shares (to the shareholders) etc. Hence, the above should not form part of the scope of work of BRLMs to the QIP.	Scope of work is only illustrative in the RFP.

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58	10	3 (xi)	To undertake market research, assist in the pricing of the Issue, allocation of shares and provide after sale support, etc.	Request the Bank to modify the clause to "To <u>assist in</u> undertaking market research..."	Clause stands as per RFP terms.
59	11	3.4.6	Further, after the closure of QIP issue, within 10 days of the T-day (T day being the QIP trading date), the selected BRLMs will be required to submit a self-appraisal on the Final Plan of Action that the Bank had accepted. Bank shall also evaluate the BRLMs' performance based on the Final Plan of Action and self -appraisal sent by the selected BRLMs.	Request the Bank to share any format for self-appraisal or key points to be covered on what is expected on the same	No format is prescribed. Self-appraisal to be done in the line of Final Plan of Action accepted by the Bank
60	12	4.4	The bidding Merchant Bankers should not have been prohibited by any Statutory/ Regulatory authority or Court or Tribunal or any Authority in offering such services and should not have been blacklisted/debarred penalized by Central Government or State Government or SEBI or RBI or other statutory/ regulatory authority in the past 5 years or is pending.	Can we issue a clarification in Annexure II stating that the Bidder has not been blacklisted / debarred / penalized by Central or State Government or SEBI or RBI or any statutory / regulatory authority in the past 5 years or is pending, which affects the Bidder's ability to provide services under this RFP?	Declaration by the Whole Time Director/ Company Secretary /Other Authorized Signatory of the Company/firm, duly authorized for the purpose on a non-judicial stamp paper of Rs.100 as per Annexure - II

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61	12	4.5	Bidder should undertake that no action has been initiated by SEBI/CVC/RBI or any other government/statutory agency with regard to any financial irregularities in the past 5 years.	Please confirm the meaning or definition of "financial irregularities".	In the context of RFP, Financial irregularity means any deviation from proper financial practices, such as fraud, misreporting or non-compliance with regulations for which action has been initiated by SEBI/CVC/RBI or any other government/statutory agency.
62	13	5	Conflict of Interest	Request the Bank to define conflict of interest as we as BRLMs keep participating in bids for QIP issuances of PSU Banks	<p>Clause stands as per RFP terms.</p> <p>In case a bidder already having a mandate for fund raising for any Public or Private banks or companies in the BFSI sector, the same needs to be disclosed by bidder as a part of Conflict of Interest.</p> <p>However, in case bidder is selected as a BRLM for UCO Bank, bidder would be required to inform the Bank before accepting any IPO/FPO/QIP mandate of</p>

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					Public or Private banks or companies in the BFSI sector (this shall also include any fresh mandate for an existing transaction). Further BRLM's must ensure that professionals /team allocated for UCO Bank assignment shall be engaged to other assignment concurrently after informing the bank.
63	22	15.3. b.	Retention Money: 10% of the Professional Fees amount will be retained by the Bank as Retention Money and the amount retained shall be paid after completion of all the formalities by the BRLM's.	Please clarify the other formalities that the BRLM will have to complete?	All the connected formalities of QIP issuance.
64	22	16.1	*Domestic and Global network and distribution strength (Domestic office is must) Countries with sales team (Max. Marks): • More than 3 Countries • 2 Countries • 1 Country	To score the highest marks of 10 in this point, request the Bank to confirm whether the criteria is more than 3 countries or 3 or more countries?	Clause stands as per RFP terms.
65	22	16.1	*Domestic and Global network and distribution strength (Domestic office is must)	What is the nature of document proof to be submitted for this point?	Documentary proof viz. valid registration certificate/ business permit/trade license etc.

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			Countries with sales team (Max. Marks): • More than 3 Countries • 2 Countries • 1 Country		
66	23	16.2. b	*Actual funds mobilized (allotted) in the issues handled during the preceding 5 years upto 30th June 2024 (Max. Marks): • More than 50% of the cumulative issue size • More than 30% and upto 50% of the cumulative issue size • More than 20% and upto 30% of the cumulative issue size • More than 10% and upto 20% of the cumulative issue size	50% in any of the issue or overall issues?  What is the nature of document proof to be submitted ?	Cumulative issue size indicates summation of overall issue size handled during the preceding 5 years upto 30th June 2024  Supporting documents evidencing actual funds mobilized (allotted) in the issues, duly certified by the Authorized Signatory.
67	30	20 (p)	The Bidders shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank , its	Request the Bank to exempt from this clause since as a standard practice we do not provide indemnities for other clients / transactions	Clause stands as per RFP terms.



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			<p>employees/ officers/ staff/personnel/ representatives/agents from all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder</p> <p>The Bidders is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would not be limited to court awarded damages and shall include indirect, consequential and incidental damages. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.</p>		
68	32	23	Compliance With Law	Request the Bank to exempt from this clause since as a standard practice we do not provide indemnities for other clients / transactions	Clause stands as per RFP terms.

Sr. No.	Page No. of RFP	Clause No	Original RFP Clause	Bidder's Query	Bank's Reply
69	35	26	Accountability	Request the Bank to exempt from this clause as we do not accept such clauses for other clients / transactions as a standard practice	Clause stands as per RFP terms.
70	38	35	Indemnity	Request the Bank to exempt from this clause since as a standard practice we do not provide indemnities for other clients / transactions	Clause stands as per RFP terms.
71	39	38	Limitation Of Liability	Request the Bank to exempt from this clause as we do not accept such clauses for other clients / transactions as a standard practice	Clause stands as per RFP terms.
72	50	Annexure IV B		Request the Bank to confirm if individual deals are required to be shown in every row or only totals of each category (Domestic, International, Public offerings pulled out/withdrawn pre or post road show)	Total of the deal can be shown.
73	53	Annexure		Request the Bank to exempt showing No. of Issues Handled and Amount for	Clause stands as per RFP terms.

Sr. No.	Page No. of RFP	Clause No	Original RFP Clause	Bidder's Query	Bank's Reply
		e IV C		all team members as it would be difficult to collate the data. However, such details of the proposed deal team shall be presented to the Bank	
74	53	Annexure IV C		Request the Bank to exempt mentioning No. of Issues Handled and Amount for Research and Sales members as it is not relevant to their profile	Clause stands as per RFP terms.
75	54	Annexure IV D	Note : Please also provide Experience Details of Persons who will be the Core Team for the proposed assignment including CVs of all Key Professionals who would be entrusted with this assignment (if awarded by the Bank) and an undertaking regarding their availability for the duration specified in the RFP. Bidders may furnish additional details, if any. The Bank shall reserve the right to seek the change of resource personnel in case of need.	Request the Bank to confirm if details included in Annexure IV C and D would represent the CVs of the core team. Alternatively, suggest and share the format for CVs requested.	CVs of key professionals to be certified by the Authorized Signatory. There is no format prescribed for CVs.
76	57	Annexure V [Not	All the costs associated with the assignment are included in the Financial Proposal. No separate claims/ bills relating to the remuneration for all the Personnel (in the	Please clarify if there is an overrun in the estimated out of pocket expenses,	No

Sr. No.	Page No. of RFP	Clause No	Original RFP Clause	Bidder's Query	Bank's Reply
		e: (i)]	field, office etc.), accommodation, air/transit fare, equipment, printing/typing of documents, surveys; technical investigations etc. will be entertained. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or. Condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.	would the BRLMs be compensated?	
77	57	Annexure V	As percentage (%) of the amount mobilized and allotted* (inclusive of all taxes/duties except GST) plus GST	Request the Bank to clarify on how the procurement credit will be given to BRLMs	Allocation will be decided in consultation with BRLM. However, decision of the Bank will be final and binding on all the parties.
78	60	Annexure VII	PRE-CONTRACT INTEGRITY PACT	Request the Bank to confirm if this annexure is to be submitted at the time and along with the technical bid submission.	Yes, along with bid submission.
79	60	Annexure VII	PRE-CONTRACT INTEGRITY PACT	Request the Bank to confirm if this annexure is to be submitted on a stamp paper. If yes, suggest an amount for the same.	On non-judicial stamp paper with stamp duty as applicable to the state in which the pact is to be executed.

Sr. No.	Page No. of RFP	Clause No	Original RFP Clause	Bidder's Query	Bank's Reply
80	67	Annexure VIII	NON- DISCLOSURE AGREEMENT	Request the Bank to suggest an amount for the non-judicial stamp paper on which the annexure is to be submitted	Stamp duty as applicable to the state in which the agreement is to be executed.
81	69	Annexure VIII (11)	The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity	Request the Bank to exempt from this clause since as a standard practice we do not provide indemnities for other clients / transactions	Clause stands as per RFP terms.
82	75	Annexure XIII		Request the Bank to confirm if this annexure is to be submitted if the bidder is based out of India.	Provide Undertaking as Per Annexure XIII duly signed by Authorized Signatory

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83	79	Annexure XVI	CERTIFICATION OF LOCAL CONTENT	Request the Bank to exempt from this clause as it is not relevant to us.	Clause stands as per RFP terms.
84	79	Annexure XVI	CERTIFICATION OF LOCAL CONTENT	Request the Bank to consider authorized signatory in place of statutory auditor.	In case of companies, in addition to Statutory auditor or cost auditor, authorized signatory can also certify.
85	10	Clause 3 (ix)	To conduct pre market survey, domestic and international road shows to generate interest amongst prospective investors. Arranging meetings with the key investors and facilitate communication about the growth potential of the Bank and articulating the key marketing themes and positioning of the Bank.	Kindly clarify who will bear the cost of roadshows (including domestic and overseas) and meeting with investors on behalf of BRLMs and Bank.	In case Roadshows are conducted by way of physical meetings, cost of travelling and accommodation of Bank officials will be borne by Bank. however, the cost of travelling and accommodation of BRLMs , cost associated with organizing meetings with investors will be borne by BRLMs.
86	23	16 (b) 2(b)	Submission of supporting details for actual funds mobilized (allotted) in the issues handled	Need clarity on supporting details.	Supporting documents evidencing actual funds mobilized (allotted) in the

Sr. No.	Page No. of RFP	Clause No	Original RFP Clause	Bidder's Query	Bank's Reply
			during the preceding 5 years upto 30th June 2024, duly certified by the authorised signatory.	Can we provide details certified by a Chartered Accountant?	issues, duly certified by the Authorized Signatory.
87	28	Annexure IV – Point 13	A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith as Annexure VI	Is submission of power of Attorney compulsory? If not, can substitute this clause with Board resolution. Please clarify.	Certified Copy of Board Resolution can be submitted
88	13	4	A certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content in the format as per Annexure- XVI"	Request the Bank to allow for a certificate for local content from a practising chartered accountant, even in case of Companies, as the statutory auditors will take a long time to provide this due to June audits going on.	Clause stands as per RFP terms.  In case of companies, in addition to Statutory auditor or cost auditor, authorized signatory can also certify.