



Bank's Response to Pre-Bid queries in respect of RFP ref no.HO/Finance/Share/103/2020-21 dated 12.10.2020

Name of RFP : Request For Proposal (RFP) for selection of Book Running Lead Managers(BRLM's) for Proposed FPO/QIP

Sl no.	Page no.	Clause no.	Original RFP Clause	Bidder's query	Bank's Repsonse
1	5	Bid Details in Brief Point 15	Rs.5000/- by way of DD favouring "UCO Bank" payable at Kolkata.	Can it be transferred online by way of NEFT/RTGS?	In addition to Demand draft, such fee can be transferred to UCO Bank Head Office Bank account no. 00020210002131 IFSC : UCBA0000190.It should not be clubbed with EMD. In case of payment other than demand draft, Bidder should specifically mention payment transaction id or UTR no. with date of payment on their letter head duly signed by authorised signatory.
2	5	Bid Details in Brief Point 16	Rs.1,00,000/- (Rupees One lakh only) by way of DD favouring "UCO Bank" payable at Kolkata	Can it be transferred online by way of NEFT/RTGS?	In addition to Demand draft, such fee can be transferred to UCO Bank Head Office Bank account no. 00020210002131 IFSC : UCBA0000190.It should not be clubbed with non-refundable application fee. In case of payment other than demand draft, Bidder should specifically mention payment transaction id or UTR no. with date of payment on their letter head duly signed by authorised signatory.
3	7	Sub-clause 2.4	The Bank will select and appoint one or more Merchant Bankers	Request to add Maximum No. of Merchant bankers to be appointed. It will help us for finalizing the financial bid as the fees will be shared equally.	Clause remains as per RFP.
4	10	Sl. No.1 of Clause 4	Details of issues handled during the period from 1st April, 2017 to 31st August, 2020 shall be submitted as per the Annexure IVA on the letter head of bidder. Satisfactory completion certificate from entity's Statutory Auditor to this effect is to be submitted.	For satisfactory completion certificate, we would request the Bank to consider data from public databases like Bloomberg, Prime Database for the confirmation on equity deals done or from the Company Secretary.	In addition to the existing RFP clause, the Bidder may submit the extract from the databases of Bloomberg or prime databases duly certified by the Company Secretary of the BRLM as a supporting documentary proof.

5	11	5	Conflict of interest	Request to provide more clarity on this clause	The Merchant Banker shall strictly avoid conflicts with other assignments/jobs or their own corporate interest and shall disclose to BANK all actual and potential conflicts that exist, arise or may arise in the course of performing the services after it becomes aware of that conflict.
6	13	Sub-clause 6.6	The proposal (all three envelopes) can be submitted in a master envelope latest by 5.00 p.m on 20th October, 2020 to General Manager (Finance), UCO Bank, No.2 India Exchange Place, 3rd Floor, Kolkata-700001 in hard copies in original, duly signed by the authorized officer of the Bidder. The sealed Bid envelopes should be delivered at UCO Bank office between 10:00 a.m to 5.00 p.m on Monday to Saturday working days only .	Kindly clarify which is the last date for submission of bids is it October 20, 2020 or November 02, 2020. As throughout the RFP except point 6.6., last date for submission of Physical Bid is given as November 02, 2020. Further, to clarify is it compulsory to submit technical bid in physical form? And in case it is compulsory, we request you if we can submit to Mumbai zonal office of UCO Bank or else request to provide additional time for submission of hard copy of same.	Extended last date of submission of bid is 7th November, 2020. Physical bid has to be submitted as per the instructions given in the RFP.No other mode will be accepted.
7	17	Sub Clause 15.1 Point b) 3rd bullet point	CVs of all key professionals who would be entrusted with this assignment	Shall the CV have to be self-certified only and also have to be signed by the authorized signatory?	To be certified by the authorized signatory.
8	18	Sub-clause 15.2	Amount canvassed by the Bank from financial institutions like LIC, Banks etc., will not be considered for calculation/payment of fees.	We request to relax this condition and fees to be shared equally among the appointed BRLMs.	Clause remains as per RFP
9	18	Sub clause 15.2	In case of QIP, total fee would be shared equally amongst all the appointed BRLM. The total fee will be arrived at based on the financial bid of H1 bidder.	Kindly clarify would Bank be paying the fees for stock exchange for in-principle approvals or any other statutory fees payable in case of QIP	Bank will bear the fees for stock exchange towards in-principle approvals and other statutory fee in connection to proposed QIP.
10	18	Sub-clause 15.2	In case of FPO	Kindly clarify, stock exchanges and SEBI filing fee in case of FPO will be paid by the Bank directly or BRLMs will pay the same and will be later reimbursed by Bank. Further, in case of FPO- there would be additional costs including advertising agency cost, Roadshow cost etc. Will the cost be borne by the bank?	Bank will bear fees for stock exchanges and SEBI fee in connection to FPO. Cost relating to Roadshow, advertising will be borne by the Bank.
11	20	Clause 15.3 sub point (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.	Clarification as to the formalities being referred here.	Statutory obligations in connection to FPO/QIP

12	33	Clause 31	The selected Merchant Banker / BRLM agrees to hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability of whatsoever nature caused to the Bank, claims actions or proceedings, if any, that may arise from the action of its employees, agents, etc.	We request the Liability of the Bidder shall be limited to the fee quoted by the Bidder	Clause remains as per RFP
13	39	Para 2 of Annexure II	We agree that without the consent of the Bank (which consent in each case shall not be unreasonably withheld or delayed), while engaged in writing by the Bank as BRLM, until the trading of the Bank's new securities on a stock exchanges, we will not accept a written or a verbal mandate for any offering of equity of a Bank in India.	Can the bidder give intimation instead of taking consent from the Bank? Kindly clarify, if we get mandated with UCO Bank, can we bid in other bank QIPs	Clause remains as per RFP. BRLM can bid in other Bank QIP's provided BRLM ensure that the professionals/team engaged for the UCO Bank assignment shall not be engaged to any other assignment concurrently.
14	41	Annexure- IIIA	Power of Attorney	Kindly confirm, the value of non-judicial stamp paper on which it is to be executed.	As applicable to the state.
15	51	Annexure V	Fee for acting as Book Running Lead Manager to FPO/QIP. Bid has to be quoted in percentage terms .Bids in slab format shall be liable to be rejected. The percentage of Funds raised/Issue size bid is inclusive of all taxes/duties	Kindly clarify, on what basis the fees should be quoted by the Bidder, as the proposed/tentative issue size for fund raising is not mentioned in the RFP.	Fee is to be quoted in terms of percentage of issue size. The issue size will be decided after engagement of BRLM's, which may range upto 1000 crore.

16	58	Annexure - VI	The BIDDER undertakes that it has not supplied/is not supplying similar services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar services was supplied by the BIDDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BANK, if the contract has already been concluded.	As the clause is restrictive and difficult to adhere to operationally. Kindly review. Further, require clarification as to how will the "due allowance" be determined.	As per RFP terms
17	60	Annexure VII	Non-Disclosure Agreement (NDA)	Please clarify whether the NDA will be on letter head or stamp paper? If on stamp paper what denomination?	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.
18	63	Annexure X	Compliance Statement	Kindly clarify can the Company Secretary can sign the annexure in place of Authorised Signatory.	Company Secretary of respective BRLM can sign the Compliance Statement (Annexure X)

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**Assistant General Manager,
Finance Department
UCO Bank Head Office**