

Bank's Response to Pre-Bid queries in respect of RFP ref. HO/FIN/TENDER/04/2022-23 dated 13.01.2023

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 Reply
1	11	3.3 Point (x)	Undertake market research, pricing of the QIP, allocation of shares and after sales support.	We request you to please clarify what kind of after sale support is expected from the BRLMs post listing of securities. Further, we request you to please clarify whether the allocation in the QIP shall be made on proportionate basis or discretionary basis.	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. Post Listing of the securities, statutory or other formalities, if any, remains shall be completed by BRLM. Further, Allocation will be decided in consultation with BRLM.
2	12	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.	If bank decides to appoint PR agency, the cost of which shall be borne by the Bank.

3	13	4.1	Bidders should be a registered Category-I Merchant Banker holding valid certificate issued by SEBI. The certificate of registration with SEBI should remain valid till the completion of all activities relating to the FPO/QIP. [SEBI Registration Certificate duly certified by the Whole Time Director/Company Secretary]	<p>We request you to kindly allow certifying the same by Authorized Signatory.</p> <p>Further, in the clause 6.3 (iv) it is mentioned that SEBI Certificate duly certified by the person authorized to sign the proposal.</p>	SEBI Certificate can be certified by the person authorized to sign the proposal.
4	13	4.2(b)	Satisfactory completion certificate from entity's Statutory Auditor to this effect is to be submitted.	Please waive off this requirement and allow bidder to submit other documentary proof like cover pages of the Offer Documents or screenshot of Bloomberg terminal showing details of issues handled duly certified by the Authorized signatory of Bidder.	In place statutory auditor's certificate, the Bidder may submit of the extract from the databases of Bloomberg or prime databases duly certified by the person authorized to sign as a supporting documentary proof.
5	13	4.5	The selected Merchant Bankers 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.
6	14	4.7	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	We hope that this is not applicable to the Bidders who are based of India.	Undertaking needs to be submitted even if bidder is based in India along with their latest shareholding pattern.

			registered with the Competent Authority. [Undertaking to be given as per the format given in Annexure XIII. Also Provide the latest shareholding pattern.]		
7	14	5	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.	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. 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.	The bidders already having mandate for any fund raising issues of any other Public or Private banks or companies in the BFSI sector will need to disclose as part of conflict of interest. However, in case bidder is selected as a BRLM to be engaged for UCO Bank QIP/FPO, bidder would be required to take a consent from UCO 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). Further BRLM's must ensure that professionals /team allocated for UCO Bank assignment shall not be engaged to other assignment concurrently. Any breach of the above may lead to rise of Conflict of Interest.
8	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.
9	21	15.2	As per clause 15.2, Amount canvassed by the Bank from	During the course of marketing efforts, BRLMs would be required to approach	It is clarified that the amount canvassed by the BRLM's through their investor

			financial institutions like LIC, Banks etc., will not be considered for calculation /payment of fees.	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.	<p>outreach programs or other marketing efforts, shall be considered for the payment of fee to BRLM.</p> <p>Any fund mobilized by UCO Bank exclusively by putting its own efforts with no involvement of BRLM, will be excluded for payment of fee to BRLM.</p>
10	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 INR for the transaction. However as per the Annexure V, it is mentioned that the Bid has to be quoted in percentage terms. We request you to please clarify whether the fees is to be quoted in INR or in percentage term.	Fee to be quoted in Percentage terms as per Annexure V.
11	25	16(b)SI 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).	Technical Presentation to be presented before the committee of UCO Bank only and need not to be submitted with bid documents.
12	29	18(f)	f) The BRLM's will avoid any conflict of interest while discharging contractual obligations and bring before-hand any possible instance of conflict of interest to the knowledge of the Bank.	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. Further, our senior team member may be involved in the other assignment of fund raising for other Public or Private banks	<p>The bidders already having mandate for any fund raising issues of any other Public or Private banks or companies in the BFSI sector will need to disclose as part of conflict of interest.</p> <p>However, in case bidder is selected as a BRLM to be engaged for UCO Bank QIP/FPO, bidder would be required to take a consent from UCO Bank before accepting any IPO/FPO/QIP mandate of</p>

				or companies in the BFSI sector, whether it will be considered as conflict of interest.	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 not be engaged to other assignment concurrently. Any breach of the above may lead to rise of Conflict of Interest.
13	29	18(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?	Provide declaration on Bidder Company's Letter head.
14	29	18(m)	Publicity: 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.
15	30	19	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	The Bidder can accept the liability for a maximum amount of actual remuneration / fees received by Bidder after deduction 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

			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.		
16	36		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. The written 'demand by the Bank as to the loss / damages shall be final, conclusive and binding on the selected BRLM and the selected BRLM 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 cost of the FPO/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 the actual expenses incurred in relation to the Issue. Please modify the clause to this effect.	Clause stands as per RFP

17	37	32(a)	The Bidder's aggregate liability shall be subject to an overall limit of the total cost of this FPO/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 the actual expenses incurred in relation to the Issue. Please modify the clause to this effect.	Clause stands as per RFP
18	38	37	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
19	42	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.	Please delete this clause.	No changes proposed for this annexure.
20	49	Annexure IV-A	Mobilization Commitment on the FPO/ QIP process Committed amount of FPO / QIP - _____ (Rs. Crs)	We request you to please change the clause as under: Committed amount of FPO / QIP - _____ (Rs. Crs) (on best effort basis).	As per RFP annexure.

21	52	Annexure IV-D	STATEMENT SHOWING RESEARCH REPORTS DETAIL	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). However we shall provide the details of rating and target price for companies under BFSI Segment.	We concur with Bidder's proposition
22	68	Annexure XII Sl No 12 & 13	12. Presence of the Bidder in India; 13. Presence of Advisory team: <ul style="list-style-type: none"> ⊙ Office in Kolkata with /without office elsewhere in India ⊙ Office in other places in India without Office in Kolkata 	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 concur with Bidder's proposition. However, requisite details to be mentioned in Annexure IV-C
23	15	Annexure XII Sl No 15	Non-Disclosure Agreement	Please clarify that whether the NDA is required on stamp paper and what will be the value of stamp paper.	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.

sd/-

(Sujoy Dutta)
 DGM & Chief Financial Officer
 Finance Department