

**Responses to Pre-Bid Queries towards RFP Ref No.: BOM/FM&A/QIP/1/2024-25 dated July 20, 2024**

Sl. No.	Page No. of RFP	Clause No	Original RFP Clause	Bidder's Query	Addendum/Corrigendum/Clarification
1	7	1.5	All costs and expenses (whether in terms of time or money) incurred by Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussion etc. and providing any additional information required by the Bank will be borne entirely and exclusively by the Bidder.	Whether cost of Roadshows (including Domestic and International) to be borne by Bidder.	Generally meeting are scheduled on Web Ex but in case of physical meetings, expenses of Bank's management and staff will be borne by the bank. If any special meeting or event is organised outside the bank's premises, expenses of arrangements will be born by the bank.
2	9	2.3	Structure the QIP transaction in conformity with the applicable Laws, especially the extant regulatory and statutory framework including under the Banking Regulation Act, 1949, Companies Act, 2013, SEBI Act, 1992, 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 updated time to time.	BRLMs will only be able to advise on regulations/circulars/guidelines 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	Domestic and International Legal Counsel will be there to advice all these concerned. However we expect that BRLM can also guide or advice wherever possible.
3	9	2.4 (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.	Agreed.
4	9	2.4 (b)	Filing of returns or notices>Returns/Declarations with stock exchanges, Registrar of Companies or any other statutory and/ or regulatory authorities and assist in completing all the requirements and formalities;	BRLMs will not be able to assist the Bank in filing of returns or notices with 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;	Agreed.
5	9	2.7	Advise on the regulatory norms and assist in securing approval and exemptions, wherever necessary, from regulatory agencies such as SEBI, Stock Exchanges, RBI, etc., if required.	It will be the responsibility of the Bank to seek approvals and/ or exemptions from RBI and or other statutory authority. BRLMs can only assist in seeking approvals/exemptions from SEBI and Stock Exchanges.	Agreed.
6	9	2.8	Assist in the valuation and best pricing of the Issue, allocation of shares and provide after sale support, etc.	What is the allocation methodology which is going to be adopted – discretionary or proportionate?  We request you to kindly clarify what kind of after sales support is expected from BRLM's?	Allocation will be made as per guidelines issued in this regards and the market practice in same type of transaction.  BRLMs will be avilable till the closure of the issue to support the bank and if there is any issue arise in future regarding the said QIP, BRLMs will be available to support the bank.

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7	10	2.10	Conduct pre-market survey, road shows, generate interest amongst prospective investors and undertake the book building exercise for the Bank. 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.	The road show expenses will include expenses such as car, hotel, flights and food, and this will be for management, for ministry of finance and for travelling banker. Who will bear these expenses?	Generally meeting are scheduled on Web Ex but in case of physical meetings, expenses of Bank's management and staff will be borne by the bank. If any special meeting or event is organised outside the bank's premises, expenses of arrangements will be born by the bank.
8	10	2.11	Assist in selection of intermediaries, if any, to be appointed by the Bank and coordinate the work of all intermediaries	We request you to please clarify on appointment of domestic and international legal counsels on the transaction and who will bear the cost of the domestic and international legal counsels for the bank and merchant bankers	The Bank will appoint its own Domestic Legal Counsel. Further, International Legal Counsel will be required for limited purpose, as Bank is not expecting investment from USA and same will be appointed by the Bank with the help of DLC of Bank. Cost of the Legal Counsels appointed by the Bank will be borne by the bank and cost of Legal Counsel appointed by BRLMs will be borne by BRLMs.
9	11	2.20.5	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.	Bank will appoint the PR agency , if required. Generally we do not appoint seprate PR agency.
10	12	3.1	The applicant should be a registered Category - I Merchant Bankers/BRLMs holding valid certificate issued by SEBI and qualified to undertake the subject assignment. The certificate of registration with SEBI should remain valid till the completion of all activities relating to the subject assignment.	Request the Bank to confirm is SEBI Category-I Merchant Banker certificate would suffice for this clause.  We request you to kindly clarify if the SEBI registration certificate can certified by the authorized signatory, signing the bid on behalf of the merchant banker.	SEBI Category-I Merchant Banker certificate will be accepted for this clause.  Can also be Certified by the Authorized Signatory of the firm/Company, if duly authorized for the purpose.
11	12	3.2	Bidder should have handled at least two domestic equity issue (Initial Public Offer/ Follow-on Public Offer/Qualified Institutions Placement) and of which one should be of Rs.500 crore or more in BFSI (Banking Financial Service & Insurance) or other sector during the period from 01st April, 2019 to 30th June, 2024. The information in this regard to be provided in format as per 'Annexure 5'.	Can we submit covering page of Offer Document where the name/details of the Bidder is appearing.	The information in this regard to be provided in format as per 'Annexure 5'. Bidders can also attach covering page of Offer Document where the name/ details of the Bidder is appearing with Annexure 5..
12	12	3.4	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 by any authority in the past or is pending. A notarized affidavit to this effect must be furnished by the person authorized to give such affidavit	Notarized affidavit is done on stamp paper of what amount  We kindly request you to please consider allowing certificate from authorized signatory, instead of a notarized affidavit.  Kindly confirm that the said declaration is to be provided only relating to Merchant Banking division of the Bidder or organization in general.  Will 3 years be a reasonable period to confirm the underlined statement?	The firm /company can submit affidavit on Non Judicial Stamp Paper of requisite value as per stamp rules of Maharashtra duly executed by the Authorized Signatory.  The undertaking is specifically for Merchant Banking Services. It is applicable for company/division engaged in MB Services only in case of large group company.  This confirmation is required for at least five years.

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13	12	3.5	The bidding Merchant Bankers should give an undertaking that no action has been initiated by SEBI/ CVC/ RBI or any other Government/ Statutory agency with regard to any financial irregularities. The Undertaking letter from Authorized signatory on the letter head of the firm/ company is required duly certified/ attested by the entity's company secretary/ statutory auditor	We kindly request you to please consider allowing undertaking attested by authorized signatory, instead of attestation by company secretary/ statutory Auditor.	The firm /company can submit a general undertaking on letter head duly executed by the Authorized Signatory.
14	13	1st para	The selected Merchant Bankers/BRLMs would be required to sign the non disclosure agreement (As per Annexure 13) with the Bank at the time of appointment. Failure to sign the same would make their appointment null and void.	Do we need to submit the NDA along with the technical bid or later when selected as a BRLM? What is the amount of stamp paper required for NDA?	It is required to be submitted on letter head of company firm and after appointment it is to be submitted on Non judicial Stamp paper of requisite value as per stamp rules of Maharashtra.
15	13	2nd para	It should certify that there is no investigation pending against them or their sister concern(s) or the CEO, Directors/ Managers/ Employees.	Request the Bank to consider certification only for JM Financial Limited entity. We can further certify to the extent of our CEO and Directors whereas the same for all the managers and employees would be difficult to provide.	Agreed.
16	13	4.2	Post Issue Deliverables:	Following post transaction related activities are not applicable in case of a QIP:  4.2.4 Assisting the Bank in payment of interest on application / refunds, if any, within the due date. 4.2.5 Assisting the Bank in filing various statutory documents with RoC 4.2.6. Facilitating transfer of sale proceeds (to BANK OF MAHARASHTRA) and shares (to the shareholders)  Hence, the above should not form part of the scope of work of BRLMs to the QIP.	As per RFP.
17	14	5.4	The Bank shall reserve the right to terminate the contract in case the BRLMs fail to complete the work as per the specification and satisfaction of the Bank. Nevertheless, the cancellation / termination of the release order by the Bank shall be at the risk and responsibility of the Bidder	What does "termination of release order" mean in the context of a QIP?	Cancellation/Termination of appointment of Merchant Banker/BRLM for this QIP Transaction.
18	15	6.2	The Bidder shall pay, along with Bids, an Application Money/ Cost of RFP Document of Rs. 5,000/- (Rupees Five Thousand only) Plus GST. The application money/ Cost of RFP Document should be paid by Demand Draft drawn in favor of "BANK OF MAHARASHTRA" payable at Pune. The application money is non refundable.	We request you to please add an option to pay Application Money via online mode by NEFT and to include Account no. and IFSC code. The UTR no. of the transaction can be submitted on the bidder's letter head duly signed by the authorized signatory of the bidder.	We are allowing to pay application money in banks current account. UTR no. of the transaction to be shared with Bid documents. The sender to receiver message should indicate the name of remitter in RTGS application. ( Account Name: FMA CO PAYMENT ACCOUNT, Account No. 60057243383 , IFSC: MAHB0000047 )
19	15	6.3.1	The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) in the form of Demand Draft/Pay Order from any Scheduled Commercial Bank, drawn in favor of "BANK OF MAHARASHTRA" for an amount of Rs.5,00,000/- (Indian Rupees Five Lakhs only) payable at Pune.	We request you to please add an option to pay Application Money via online mode by NEFT and to include Account no. and IFSC code. The UTR no. of the transaction can be shared on the bidder's letter head duly signed by the authorized signatory of the bidder	We are allowing to pay EMD in banks current account. UTR no. of the transaction to be shared with Bid documents. ( Account Name: FMA CO PAYMENT ACCOUNT, Account No. 60057243383 , IFSC: MAHB0000047 )

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20	15	6.3.1	The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) in the form of Demand Draft/Pay Order from any Scheduled Commercial Bank, drawn in favor of "BANK OF MAHARASHTRA" for an amount of Rs.5,00,000/- (Indian Rupees Five Lakhs only) payable at Pune.	If we are providing the EMD through a Demand Draft, then the submission of Annexure 12 is not required, correct?	If EMD is provided there is no need of Bank Guarantee.
21	15	6.3.1	The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) in the form of Demand Draft/Pay Order from any Scheduled Commercial Bank, drawn in favor of "BANK OF MAHARASHTRA" for an amount of Rs.5,00,000/- (Indian Rupees Five Lakhs only) payable at Pune.	EMD of Successful Bidder/For Selected BRLM, when will the same be refunded?	EMD will be refunded to BRLMs after completion of issue and discharging all the duties and responsibilities of BRLMs in respect of said issue to the satisfaction of Bank.
22	19	7.7.1	Bid complete in all respects may be dropped in the Bid Box placed for the purpose at BANK OF MAHARASHTRA, Head Office, Pune or sent through post/courier to The Assistant General Manager & Company Secretary, BANK OF MAHARASHTRA, Lokmangal, 1501, Shivaji Nagar, Pune 411005 on Bank's working days from 10:00 Hrs to 15:00 Hrs on or before 13.08.2024. Bids received after due date & time shall not be entertained.	Can the bid documents be submitted at Bank of Maharashtra's Treasury office at Mumbai?	We are allowing for submission of Bid at Treasury Office of bank situated in Mumbai. (Address: Bank of Maharashtra Treasury and International Banking Division   1st Floor, Apeejay House   130, Dr. V.B. Gandhi Marg   Fort, Mumbai 400001).
23	19	7.3	The Bid should be typed or written in English Language with font size of 12 in indelible ink and should be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix his/her signature on all pages of the Bids, except for un-amended printed Literature.	Does this pertain to the old typewriter specification of font size i.e 12 characters per inch Or does this refer to point 12 font. What would be the preferred Font?	This is not pertaining to the old typewriter specification of font size. Normal font size readable, clear, bold and visible to user.
24	21	7.9.3	Attendance of all the representatives of the Bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature. The Bidders may note that no further notice will be given in this regard.	Request the Bank to consider bid opening through Hybrid / video conferencing as well for BRLMs based outside of your city.	Bank will provide Web Ex link for attending the Bid Opening Meeting via mail. Bidders can contact Mr. Mudit Agrawal (9779585688) or Mr. Shubham Sarraph (9269073888) for any such details.
25	21	7.9.7	If any of the Bidders or all Bidders who submitted the Bid are not present during the specified date and time of opening, it will be deemed that such Bidder is not interested to participate in the opening of the Bid/s and the Bank at its discretion will proceed further with opening of Technical Bid in their absence	Will the bank provide an option to attend the bid opening via VC/virtually.	Bank will provide Web Ex link for attending the Bid Opening Meeting via mail. Bidders can contact Mr. Mudit Agrawal (9779585688) or Mr. Shubham Sarraph (9269073888) for any such details.
26	22	9.1.2	A presentation before the Evaluation committee of the Bank is to be made by the bidder (Not more than 20 minutes) on the methodology/approach, time frame for implementation; Merchant Banking services recommendations/activities in the Bank through VC. The technical capabilities and competence of the Bidder should be clearly reflected in the presentation. The Evaluation committee of the Bank may interact with the Bidder or bidder's authorized representatives during the presentation	The understanding is that the date of the presentation will be communicated post the submission of the bid and that the presentation doesn't have to be submitted along with the submission of bid for RFP. Kindly confirm	Date and link of presentation will be communicated to each bidders separately via mail. Bidder can submit Presentation copy and profile of BRLMs with Bid documents also. (Bidder's Choice)
27	23	9.1.4 A (c)	A- (c) SWOT analysis of the Bank	Is SWOT required for BRLM or for Bank of Maharashtra?	SWOT Anlysis is required for Bank of Maharashtra
28	23	9.1.4 A (d)	Mobilisation commitment (Rs. In crore)	Is this a hard commitment or a soft commitment? Considering the market, the conditions could be very different when the QIP is launched from the current market conditions when the commitment is made.	This is soft commitment for evaluating the Merchant Banker's appetite for Bank of Maharashtra QIP.

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29	25	9.3.8	The fee quoted by H1 would be paid proportionately to appointed BRLMs based on their share of total amount allotted out of the amount mobilized by them. However, if any selected BRLM has quoted a Lower fee than the fee quoted by H1, in that case the concerned BRLM will get proportionate fee quoted by them (i.e. Lower fees) on their share of total amount allotted out of the amount mobilized by them.	Please Clarify	Fees quoted by H1 will be highest fee and if some subsequent bidder (H2,H3,H4....) has quoted lower fees than H1, than that BRLM will get lower fee quoted by them.
30	27	12.5	<p>Terms of payment</p> <p>12.5.1 Payment: 90% of the agreed fees will be paid on the receipt of the proceeds of the QIP, by the Bank.</p> <p>12.5.2 Retention Money: 10% of the agreed 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 BRLMs.</p>	<p>Since the bank shall receive its money post closure of QIP, BRLMs expect their payment in full.</p> <p>Please clarify the other formalities that the BRLM will have to complete?</p>	<p>Retention Money shall be paid after completion of all the formalities and after discharging all the responsibilities by the BRLMs in respect of issue to the satisfaction of the Bank.</p> <p>Generally Bank pay fees in full on completion of assignemnt.</p>
31	28	12.6	The Bank may charge penalty for any delay in the execution of the project due to reasons attributable to the BRLMs firm/company at the rate 1% per week of the amount payable for the delay in phases of implementation. The penalty will be calculated on the amount of fixed fee quoted for the assignment	<p>i) Suggest to remove.</p> <p>ii) Provide clarity on calculation of penalty – BRLMs shall not be quoting a fixed fee this assignment. Provide clarity on definition of contract value - Does it mean net fees (excluding the expenses and taxes incurred / payable by BRLMs) payable to BRLMs.</p>	<p>i) As per RFP.</p> <p>ii) Contacrt Value = Net fees (excluding the taxes incurred / payable by BRLMs) payable to BRLM</p>
32	30	12.16	Resolution of disputes through arbitration. Jurisdiction of courts.	To be changed to resolution of disputes through Courts. Jurisdiction of courts to be changed from Pune to Mumbai.	As per RFP.
33	30	12.17	The MBs/BRLMs firm/company should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed in the RFP and as may be prescribed by the Bank regarding deliverables and (b) Non-disclosure Agreement (NDA). The MBs/BRLMs firm/company should execute the SLA and NDA after acceptance of appointment/engagement.	We request you to kindly clarify whether NDA & SLA need to be submitted along with Bid or it is required to be submitted later post appointment?	<p>It is required to be submitted on letter head of company firm and after appointment it is to be submitted on Non judicial Stamp paper of requisite value as per stamp rules of Maharashtra.</p> <p>SLA will be submitted after the appointment.</p>
34	30	12.18	The successful MBs/BRLMs firm/company shall also undertake to keep confidential all confidential information (written or oral) even after the termination of the Contract concerning all facts of the business of the Bank, which has been obtained or understood during the course of the assignment.	Kindly specify a time period for the obligation instead of keeping it perpetual. Further, we propose for oral information to be reproduced in writing to qualify the same as confidential information	As per the provisions under Laws of Limitations.
35	32	13	ADHERENCE TO THE SOCIAL MEDIA POLICY OF THE BANK:	Request the Bank to share the social media policy with us	Details given in RFP. It is avaiable on Bank's website as well.
36	34	15.2.3	Further, the MBs/BRLMs firm/company shall indemnify, protect and save the Bank against all claims, Losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any Law pertaining to patent, trademarks, copyrights etc.	We propose to provide a cap for the same	BRLM's will be liable to indemnify to the bank to extent of their fees for this assignement except in case of severe/ reputational loss.
37	34	15.2.4	All indemnities shall survive notwithstanding expiry or termination of the contract and MBs/BRLMs firm/company shall continue to be liable under the indemnities	We propose 3 years survival period instead of perpetual indemnity	As per RFP.
38	34	15.2.5	An indemnity bond, as per Bank's format, has to be submitted by the successful MBs/BRLMs firm/company.	Kindly wave off this requirement as it will be difficult for us to furnish indemnity. If it is not possible, please share the format well in advance before the date of submission of Technical Bid by BRLMs	<p>It is the part of Format for declaration. Refer Annexure-19.</p> <p>It is required to be submitted on letter head of company firm and after appointment it is to be submitted on Non judicial Stamp paper of requisite value as per stamp rules of Maharashtra.</p>

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39	35	15.6	The MBS/BRLMs firm/company aggregate Liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such Liability (whether in contract, tort or otherwise), shall be at actual and Limited to the Total Contract Value.	For both clauses i.e. 15.6.1 and 15.6.2, the capping should be the net fees actually received by BRLMs.	BRLM's will be liable to indemnify to the bank to extent of their fees for this assignment except in case of severe/reputational loss.
40	35	15.8.1	All Bank's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information (hereinafter referred to as 'Confidential Information') which may be communicated to or come to the knowledge of Bidder and/or its employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Bank nor shall use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations. Bidder shall indemnify and keep Bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking regarding Confidential Information by Bidder and/or its employees and shall immediately reimburse and pay to Bank on demand all damages, Loss, cost, expenses or any charges that Bank may sustain suffer, incur or pay in connection therewith.	Request if this clause can be removed.	As per RFP.
41	36	15.8.2	It is clarified that "Confidential Information" means any and all information that is or has been received by the Bidder (Receiving Party) from the Bank (Disclosing Party) and that (a)relates to the Disclosing Party and (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential (c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agent, representatives or consultants. In maintaining confidentiality, the Receiving Party on receiving the confidential information and material agrees and warrants that it shall take at Least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of Like importance and such degree of care shall be at Least, what reasonably calculated to prevent such inadvertent disclosure.	Suggest to include the following line at the end - "Orally disclosed information has to be reduced in writing within 5 working days from the date of such oral disclosures to qualify such information as Confidential information'.	As per RFP.
42	39	15.13.8	The successful Bidder shall submit signed Pre Contract integrity pact on requisite stamp paper as per Annexure-09.	What would be the amount of stamp paper Is the Pre Contract integrity pact required to be submitted alongwith the Bid document?	Required to be submitted on Non judicial Stamp paper of requisite value as per stamp rules of Maharashtra State by the successful bidders only.
43	40	18.4	Conflict of Interest	Kindly clarify in case Merchant Banker appointed for the transaction is also been appointed by some other public sector bank/financial institutions for their fund raising transaction will be considered conflict of interest.	There is no conflict of interest as both entity seprate & independent.

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44	42	20	Protection of Reputation	Request the Bank to exempt this clause as we do not provide indemnities for other clients / transactions as a standard practice.	As per RFP.
45	42	21.1	The selected MBs/BRLMs firm/company shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the selected MBs/BRLMs firm/company and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the selected MBs/BRLMs firm/company, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected MBs/BRLMs firm/company shall be paid by the selected MBs/BRLMs firm/company alone and the Bank shall not have any direct or indirect Liability or obligation, to pay any charges, claims or wages of any of the selected MBs/BRLMs firm/company's employees, agents, contractors, subcontractors etc. The selected MBs/BRLMs firm/company shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against Loss or Liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected MBs/BRLMs firm/company's employees, agents, contractors, subcontractors, etc.	Request the Bank to exempt this clause as we do not provide indemnities for other clients / transactions as a standard practice.	As per RFP.
46	44	Annexure – 1	We confirm that our firm/company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the Merchant Banking services.	Trust legal/income tax cases against the company which are in the ordinary course of business and which has no bearing on the fulfilment of merchant banking services could be excluded.	As per RFP.
47	46	Annexure 3	Statement showing information about the Team	<p>i) Statement showing information about the Team - IBD (International Banking Division) Assuming this means Investment Banking Division?</p> <p>ii) Is the no. of issues handled and amount pertaining only in the present organization or their entire career?</p> <p>iii) For Research team, the number of issues handled and amount handled will be irrelevant as they do coverage irrespective of any amount. So, these boxes will check "Not Relevant", correct?</p>	<p>i) Assume this as Investment Banking Division.</p> <p>ii) BRLMs can provide the no of issues details handled by team for present as well as Past organization. Please mention details separately for Present and Past organization</p> <p>iii) For Research team, the number of issues handled and amount handled will be irrelevant. BRLMs can leave these filed blank or write NA.</p>
48	47	Annexure 4	Mobilization Commitment on the QIP Process	Can we add a description that "above said mobilization commitment is on Best Effort Basis"	Agreed
49	48	Annexure 5	Details of Domestic / International Public Offerings	Kindly clarify if the same would include Rights Issues in addition to IPO/FPO/QIP.	No. Details of QIP,FPO & IPO only.

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50	49	Annexure 6	Statement showing Research Reports details	Is the time period 5 years ending 30.06.2024?  Rating and target price for other sectors is not applicable, and hence we will put NA in those two columns. However, for BFSI companies, we will put the rating and target price. Please confirm.	Agreed
51	52	Annexure 9	Pre Contract Integrity Pact	Request the Bank to confirm if this has to be submitted along with the technical bid.  Request the Bank to confirm if this has to be submitted on a non-judicial stamp paper. If so, suggest an amount for the same.	Required to be submitted on Non judicial Stamp paper of requisite value as per stamp rules of Maharashtra State by the successful bidders only.
52	52	Annexure 9	M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.	Can we replace / include 'Authorised signatory' person as the CEO might be on official tour or leave.	Agreed But please also attached authority letter on company letter head with the same.
53	52	Annexure 9	WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores	Please correct the clause to: WHEREAS the BUYER proposes to appoint Book Running Lead Manager/Merchant Bankers to handle the issue, assist and advice bank in QIP process and the BIDDER/Seller is willing to offer/has offered such services	Agreed.
54	58	Annexure 11	Annexure 11 Format	Auditor Fee and three legal counsels fee not specified which require to be specified here as exclusion.	Auditors fees, Registrar, PR (if appointed) and Domestic and International Legal Counsels fees appoited by bank will be paid by Bank.
55	61	Annexure 13	Confidential and or proprietary Information" shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code).	It is very difficult to prove oral disclosures in Court. hence, it is better have the same reduced in writing/recognisable form. Kindly insert the following language at the end:- "Orally disclosed information has to be reduced in writing or recognizable form within 3 working days from such oral disclosures to qualify such orally disclosed information as 'Confidential Information' under this agreement."	As per RFP.
56	61	Annexure 13	Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.	Suggest to include the following line - "Notwithstanding the foregoing, the Receiving Party shall retain one copy of the Confidential Information for internal archival, backup procedures and 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."	As per RFP.



Sl. No.	Page No. of RFP	Clause No	Original RFP Clause	Bidder's Query	Addendum/Corrigendum/Clarification
57	61	Annexure 13	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 if the indemnity clause can be removed or to put a cap on the amount of indemnity to the fees each bidder makes.	BRLM's will be liable to indemnify to the bank to extent of their fees for this assignment except in case of severe/ reputational loss.
58	63	Annexure 13	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.	Request the bank to kindly restrict the confidentiality agreement till the closure of QIP and not for 5 year(s) from the date of expiration.	As per RFP
59	69	Annexure 18	Sl. No. 2 – Non disclosure agreement as per Annexure -13	Please confirm if the NDA is also required to be submitted along with the Technical Bid?	It is required to be submitted on letter head of company firm and after appointment it is to be submitted on Non judicial Stamp paper of requisite value as per stamp rules of Maharashtra.
60	69	Annexure 18	Checklist	If Audited Financial and IT Returns for FY2023-24 is not completed, then will Provisional Financials (Limited review) for FY2023-24 will work along with earlier three years Audited Financial and IT Returns i.e. FY2021-22, FY2022-23 and FY2023-24. Will it work?	Agreed, but it should be certified by a Chartered Accountant.
61	69	Annexure 18	Checklist	Request to please waive for IT returns as those are confidential. We can share an acknowledgement of the IT return filed.	Agreed.
62	70	Annexure -19	iii) We, _____(Name of MB) undertake to arrange Rs. crore (Rupees Crore) as per the terms of the RFP document.	We request you to please change the clause as under: iii)We, _____(Name of MB) undertake to arrange Rs.____ crore (Rupees Crore) as per the terms of the RFP document on best effort basis.	BRLM can write this clause as under: iii) We, _____(Name of MB) undertake to arrange Rs.____ crore (Rupees Crore) as per the terms of the RFP document on best effort basis.
63	NA	NA	NA	Please clarify who will bear the below expenses : (a) Industry report (b) Virtual data room (VDR) (c) Domestic and International legal counsel (d) Advertisement expenses (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.	Generally meeting are scheduled on Web Ex but in case of physical meetings, expenses of Bank's management and staff will be borne by the bank. If any special meeting or event is organised outside the bank's premises, expenses of arrangements will be born by the bank.  Cost of the Legal Counsels appointed by the Bank will be borne by the bank and cost of Legal Counsel appointed by BRLMs will be borne by BRLMs.  VDR (arranged by Bank), RTA Fee, Filling Fee, Listing Fee and Other Regulatory fee with respect tothis QIP issue will be paid by the Bank.
Please contact if any further details required on the same. E mail: bomcoacc@mahabank.co.in Mobile: 9779585688 / 9269073888					