

Sl. No.	Page No. of RFP	Clause No	Original RFP Clause	Bidder's Query	Addendum/Corrigendum/Clarification
1	9	2.1.10	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 not be required this time, as Bank is not expecting investment from USA. 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.
2	11	2.2.6	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.	Kindly clarify the self-appraisal process, and impact on performance fees	Bank will evaluate the performance of BRLM during whole process. This will be done by banks committee and it will be for bank's record purpose only. Fees will be paid as per clause 12 of RFP document.
3	11	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.	We request you to kindly clarify if the SEBI registration certificate can be certified by the authorized signatory, signing the bid on behalf of the merchant banker.	Can also be Certified by the Authorized Signatory of the firm/Company, if duly authorized for the purpose.
4	11	3(2)	The extract from Prime Database or Bloomberg duly certified by Company Secretary of the firm should also be submitted.	a) We request you to please permit the authorized signatory, signing the bid documents to certify the same. b) Is this to be submitted in addition to Annexure 5?	a) Can also be Certified by the Authorized Signatory of the firm/Company, if duly authorized for the purpose. b) Yes this is required in addition to Annexure 5
5	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.	The firm /company can submit affidavit on Non Judicial Stamp Paper of requisite value as per stamp rules of respective state duly executed by the Authorized Signatory.



6	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. Is there a format for this undertaking?	The firm /company can submit a general undertaking on letter head duly executed by the Authorized Signatory.
7	12	3.1	The selected Merchant Bankers/BRLMs would be required to sign the non disclosure agreement (As per Annexure 13) with the Bank. Failure to sign the same would make their appointment null and void.	We humbly request you to clarify the following; Is the Non-Disclosure Agreement required to be submitted along with the Bid document ?	Yes
8	16	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.	Due to Covid-19 limitations 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: MAHB0001150)
9	16	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	Due to Covid-19 limitations 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: MAHB0001150)
10	16	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.	Is it refundable after completion of the transaction? Since the transaction is expected to close within 2 months, what time frame it would 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.



11	19	7.1.1	All the documents mentioned in Annexure – 18 (checklist) should be duly signed by the authorized signatory, serially numbered, placed in one envelope and super scribed as: "Technical Bid - RFP Ref. No. BOM/FM&A/QIP/3/2021-22 dated 10.12.2021 floated by BANK OF MAHARASHTRA for Selection of MBS/ BRLMs for QIP" and submitted on or before the Last date and time of submission of Physical Bids stipulated elsewhere in this document.	Can the bid documents be submitted at Bank of Maharashtra's Treasury office at Mumbai?	Considering the Covid-19 times, 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). Please also submit a soft copy of the Bid at "BOMCOACC@MAHABANK.CO.IN" in password protected PDF file. Password to be sent at "GMACC@MAHABANK.CO.IN".
12	20	7.2.2	The Commercial/Price Bid shall be an Unconditional bid submitted in a separate sealed cover mentioning the Professional fee (inclusive of all out of pocket expenses but exclusive of applicable taxes and should be in Indian Rupees only) should be submitted	Please clarify the appointment of domestic counsel to the BRLMs and International counsel to the BRLMs and who will bear the cost of both these counsels? Please note that for 144A Offering (i.e. marketing the deal to US Investors) , International counsel appointment is must for the Transaction. Also, please clarify whether any cancellation of fund raising, who shall bear the cost of such counsels.	The Bank will appoint its own Domestic Legal Counsel. International Legal Counsel will not be required this time, as Bank is not expecting investment from USA. 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.
13	25	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.
14	25	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.	Bank is planning to complete this QIP by Jan 2022 only. This is soft commitment for evaluating the Merchant Banker's appetite for Bank of Maharashtra QIP.



15	28	9.3.10	Left/ Main Lead for each tranche of QIP will be decided by the Bank at its sole discretion. However the MBs/BRLM(s) so selected will have the right to refuse the position of the Left/ Main Lead. In such a case, the Bank may appoint other MB as Left/ Main Lead for the issue.	Please clarify quantum of left lead fee of overall fee in % term of absolute amount. Also, please clarify how will left lead be determined.	Bank will decide left lead fees amount at the time of commercial bid opening. It will be paid separately from assignment fees. Bank will give preference to H1 and so on for left lead. However the BRLM(s) so selected will have the right to refuse the position of the Left Lead. In such a case, the Bank may appoint other MB as Left Lead for the issue. All the BRLMs are jointly and severally liable for QIP process.
16	31	12.5	Terms of payment 12.5.1 Payment: 90% of the agreed fees will be paid on the receipt of the proceeds of the QIP, by the Bank. 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.	a) Since the bank shall receive its money post closure of QIP, BRLMs expect their payment in full	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.
17	35	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.
18	39	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 assignment except in case of severe/reputational loss.
19	39	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.
20	39	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	It is the part of Format for declaration. Refer Annexure-19.



21	42	15.8.4	<p>Upon written request by the Disclosing Party, the Receiving Party shall: cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) business days of receipt of request, and (iii) upon request of the Disclosing Party, confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph. The Receiving Party to the extent practicable, immediately destroy all analyses, compilation, notes studies memoranda or other documents prepared by it and the same contain, reflect or derive from confidential information relating to the Disclosing Party. The Receiving party immediately expunge any confidential information, word processor or other device in its possession or under its custody & control and thereafter furnish a Certificate signed by the Authorized person confirm that to the best of his/her knowledge, information and belief, having made all proper enquiries and the requirement of confidentiality aspect has been complied with.</p>	<p>We propose that BRLMs shall retain one copy of the confidential information as required under law or document retention policy.</p>	<p>As per applicable law and General market practice in this regards.</p>
22	42	15.8.4	<p>The confidentiality obligations shall survive the expiry or termination of the proposed Agreement to be executed between the Bank and the successful bidder.</p>	<p>We propose that there is a 12-month survival period as it is the general market practice.</p>	<p>As per applicable law and General market practice in this regards.</p>
23	45	15.13.8	<p>The successful Bidder shall submit signed Pre Contract integrity pact on requisite stamp paper as per Annexure-09.</p>	<p>We humbly request you to clarify the following; What would be the amount of stamp paper Is the Pre Contract integrity pact required to be submitted alongwith the Bid document? Can the bidder submit Pre Contract integrity pact on the bidders letterhead duly signed by authorized signatory?</p>	<p>Required to be submitted on Non Judicial Stamp paper of requisite value as per stamp rules by the successful bidders only.</p>
24	63	Annexure 11	<p>Annexure 11 Format</p>	<p>Auditor Fee and three legal counsels fee not specified which require to be specified here as exclusion.</p>	<p>Auditors fees and Legal Counsels fees appointed by bank will be paid by Bank.</p>



25	75	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.
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