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1	10	2.1	The BRLMs will be required, interalia, to undertake tasks related to all aspects of the QIP as prescribed under Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulation 2009 (as amended from time to time) and subject to related domestic and international legislations, including but not limited to, as mentioned below	SEBI Regulation 2018 instead of 2009 (same change across the document)	To be read as SEBI Regulation 2018 instead of 2009 across the document.
2	11	2.1.10	Assist in selection of intermediaries, if any, to be appointed by the Bank and coordinate the work of all intermediaries	Who will be bearing the cost of International and Domestic Legal Counsel for Canara Bank and Merchant Bankers	Legal Counsels will be appointed by the Bank and cost in this regard will be borne by the Bank.
3	12	2.2.5	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.	Kindly clarify if the expenses for such media management and public relation exercise will be borne by the Bank or BRLMs.	Any such expenses will be borne by the Bank.

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4	13	3.1	<p><u>Eligibility Criteria:</u> The applicant should be a registered Merchant Bankers/ BRLMs holding valid certificate issued by SEBI and qualified to undertake the subject assignment. The certificate registration with SEBI should remain valid till the completion of all activities relating to the subject assignment". The document asked for the same is SEBI Registration certificate duly certified by entity's Statutory Auditor</p>	<p>Kindly clarify: Can an Independent chartered accountant/Company Secretary duly certify the SEBI Registration certificate, since SEBI certificate in itself is a self explanatory that the Merchant Banker has a valid registered with SEBI.</p> <p>Even in most of the recent Bank/DIPAM RFP, self certification is allowed. We kindly request if the Bank can consider self certification dully signed by Authorised Signatory / Independent Chartered Account certification</p>	<p>Documents to be certified by the Company Secretary of the BRLM.</p>
5	13	3.2	<p>The applicant should be a Firm/Company (including a Multi-national company) as BRLM having office in India and should have been in existence for the last 5 years as on 31.03.2019. (In case of merger / acquisitions / restructuring/ Name change, the date of establishment of earlier original firm / entity would be taken into account. No two entities joining together (JVs) specific to this project will be considered. The document asked for the same is Copy of the certificate of incorporation and</p>	<p>Kindly clarify: As the Company is incorporated and registered under the provisions of Companies Act and relevant data is under the supervision and custody of Company Secretary of the Company and he is responsible for maintaining such information, we request if the said certification can be done from the Company Secretary or from any of the Director of the Company.</p>	<p>Documents to be certified by the Company Secretary of the BRLM.</p>

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			certificate of commencement of business or Registration certificate certified by entity's statutory Auditor.		
6	13	3.3	Eligibility Criteria: The applicant should have experience of 5 years or more in merchant banking services (as per SEBI guidelines) and should have carried out at least 3 issues (QIP/IPO/FPO/Rights Issue) for India based companies totalling to Rs. 2500 Crores or more during the last 3 years as on 31.03.2019 and out of which at least one issue should have been for an amount of Rs. 1000 Crores and above"	Kindly clarify: Can Offer For Sale (OFS) be also considered in addition to the QIP/IPO/FPO/Rights issue transactions while arriving at the cumulative size of Rs. 2500 cr? Since even OFS requires proper marketing to the Institutional Investors for successful closures	No.
7	13	3.3	Satisfactory completion Certificate from the respective Institutions or Chartered Accountant certificate to this effect Details of issues handled - Request that copy of first page of filed documents / details published by reputed 3rd party databases like PRIME Database be permitted in place of completion certificate from clients	We would request the Bank to consider data from public databases like Bloomberg, Prime Database for the confirmation on equity deals done.	The extract from Prime Database or Bloomberg duly Certified by Company Secretary to be submitted.
8	13	3.4	The applicant should have not been blacklisted/debarred/disqualified by any regulatory/statutory body.	We would request the Bank to consider a self-declaration by us on our letter head for the same.	Documents to be certified by the Company Secretary of the BRLM.

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9	13	3.5	Eligibility Criteria: The applicant should give an undertaking duly certified by their statutory auditors that no action has been initiated against the applicant by SEBI/CVC/RBI and any other Government/Statutory agencies with regard to any financial irregularities	<p>1. Kindly clarify: Company Secretary and Compliance officer along with the Board of Directors of the Company are generally responsible for the maintaining database, monitoring and reporting all the observations of the Regulatory Authorities to the Board of Directors and responding to concerned authorities. Further, Statutory Auditors will not be the right authority to certify the said information as their scope of work is more from day to day financial business reporting. Hence we request if the said confirmation can be certified by the Company Secretary of the Company. As he will be in a better position to provide such information or from an independent chartered accountant.</p> <p>2. Kindly clarify if the confirmation can be provided for the past 3 or 5 years?</p>	<p>1. Documents to be certified by the Company Secretary of the BRLM.</p> <p>2. For the past 5 years.</p>

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10	16	6.3	The Earnest Money Deposit shall be forfeited if a bidder withdraws the bid during the bid validity period specified in this document clause 6.1.2	How will the EMD be treated in case the transaction does not proceed - may be due to unforeseen regulatory hurdle or market condition etc	In such case the EMD will be refunded. And for unsuccessful bidder EMD will be refunded after the bank entering in to agreement with successful bidder.
11	16	6.3.1	Earnest Money Deposit: The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) in the form of Demand Draft/Banker's Cheque/Pay Order from any Scheduled Commercial Bank, drawn in favour of "Canara Bank" for an amount of Rs.5,00,000/- (Indian Rupees Five lakhs only) payable at Bengaluru.	Request if this can be provided post selection	To be provided with bid application as per RFP Terms.
12	19	7.2	The Price Bid shall be an Unconditional bid submitted in a separate sealed cover mentioning the Professional fee (inclusive of all out of pocket expenses, taxes and levies etc, in Indian Rupees only) shall be submitted	Will the Bank bear the cost of travel/stay for Bank's executives/management? Will the Bank bear the third party cost (such as lawyer) Will the Bank bear the cost related to regulatory filings/exchange filings	Expenses related to the travel and stay for Canara Bank officials and also that for one representative of one BRLM per centre for the road show will be borne by the Bank. Legal Counsels will be appointed by the Bank and cost in this regard will be borne by the Bank. Cost related to regulatory filings/exchange filings will be borne by the Bank.

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13	19	7.2.4	The price quoted in the Annexure 11 would be final and the Bidder will agree to provide the required services as detailed in this RFP document, failing which Bank would forfeit the Earnest Money Deposit which will be in addition to any other legal recourse available to the Bank.	Kindly clarify if the Final Price quoted in Annexure 11 would be divided equally between the BRLMs or on a proportionate basis?	As per clause no 9.3.8 & 9.3.9 of RFP.
14	20	7.7.1	Bid complete in all respects may be submitted in person/post/courier to Deputy General Manager, Profit Planning Section, Strategic Planning & Development Wing, Canara Bank, Head Office, 112 J C Road, Bengaluru - 560002 on Bank's working days from 10.00 am to 4.00 pm on or before 27/06/2019. Bids received after due date & time shall not be entertained.	Can the physical bid be submitted to any other Zonal office of the Canara Bank, apart from the Bengaluru address mentioned in the RFP?	No
15	24	9.1.4	Evaluation of Technical Bids: Investor connect, relationship and track record - Indicate the network supported by suitable documentary proofs	Request the Bank to kindly confirm what proofs are required for the same	Documents to be certified by the Company Secretary of the BRLM.
16	30	12.15	Termination	BRLMs should also have a right to terminate the contract as well	As per RFP terms.

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17	33	15.2	Indemnity	We do not provide indemnity in our transactions. In case the indemnity is required, then it should be from both parties (BRLM and Bank). Indemnity should be capped to the quantum of proposed fees	As per RFP terms.
18	34	15.6.2	Limitation of Liability: BRLMs firm/company liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of BRLMs firm/company, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	Liability should be capped to fee	As per RFP terms.
19	35	15.8.3	The Receiving Party, who receives the confidential information and the materials, agrees that on receipt of a written demand from the Disclosing Party, they will immediately return all written confidential information and materials and all copies thereof provided to and which is in Receiving Party's possession or under its custody and control. The Receiving Party to the extent practicable, immediately destroy all analyses, compilation	We need to retain documents for due diligence purpose	As per RFP terms.

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20	36	15.8.4	Timeline for confidentiality	Please mention the time limit for confidentiality. General it is 6-12 months from the date of start of transaction	As per RFP terms.
21	37	15.12.C	Canara Bank through its authorized officers shall have right to inspect the services	This shall be to the extent Feasible by the Bidder	As per RFP terms.
22	43	Annex 3	Statement showing information about the team Part: B and C	Kindly Clarify: In Annexure 3, bidders needs to add the details of sales and research members and information about them. Trust details like number of issues handled and amount in Cr. will not be applicable in case of sales and research team.	Details to be provided as applicable.
23	44 69	Annexure 4 Annexure 22	Mobilisation commitment	While our endeavour will be to achieve more than the committed amount, what is the fallback/implication in case the committed mobilisation is not achieved by a respective Banker.	It is the obligation of the Merchant Banker to fulfill the commitment.
24	49	Annexure 9	Pre Contract Integrity Pact	Please confirm if this is to be submitted on letterhead of the bidder or on non-judicial stamp paper	On non-judicial stamp paper with stamp duty as applicable to the state in which the agreement is executed.

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25	56	13	The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later	The validity of this Integrity Pact shall be from the date of its signing and extend up to 1 year or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is earlier	As per RFP terms.
26	56	13	In case BIDDER/SELLER/ CONTRACTOR / SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract	In case BIDDER/SELLER/ CONTRACTOR / SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire immediately from the date of the signing of the contract	As per RFP terms.
27	58	Annexure 11	We give below our consolidated rate with break up for the services to be rendered by us as per the scope of consultancy given in this RFP document	Commercial bid will be total fees for all BRLMs and not for individual BRLM.	As per clause no 9.3.8 & 9.3.9 of RFP.
28	61	Annexure 14	NDA	The obligations of the Bidder specified above shall not apply, and the Bidder shall have no further obligations, with respect to any Confidential Information to the extent that such Confidential Information if: 1. It is in the public domain at the time of the Bank's communication thereof to the Bidder; or	As per RFP terms.

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				<p>2. It entered the public domain through no fault of the Bidder, subsequent to the time of the Bank's communication thereof to the Bidder; or</p> <p>3. It was in the possession of the Bidder, free of any obligation of confidence, at the time of the Bank's communication thereof to the Bidder; or</p> <p>4. It was rightfully communicated to the Bidder free of any obligation of confidence subsequent to the time of the Bank's communication thereof to the Bidder; or</p> <p>5. Such information was developed by employees or agents of the Bidder, independently of and without reference to the Confidential Information; or</p> <p>6. It is required to be disclosed by the Bidder to comply with applicable laws or governmental regulations, provided that the Bidder provides prior written notice (wherever possible) of such disclosure to the Bank and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.</p>	

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				This Non-Disclosure Agreement shall cease to apply on the earlier to the occurrence of (i) consummation of the QIP or (ii) one (1) year from the date hereof.	
29	65	Annexure 18	This is to certify that M/s..... Was our empanelled BRLMs forissue. The performance of the firm/company was satisfactory during their tenure with us.	It shall be difficult to provide such certificate. Can we provide the snapshot from database such as Prime Database which provides details for all ECM transactions across all products and BRLMs	The extract from the Prime Database or Bloomberg duly Certified by Company Secretary to be submitted.
30	68	Annexure 21, Point 5	A Corporate Brochure of the Bidder	Wanted to understand whether credentials deck is required	Submit Corporate Brochure with all relevant information.
31	68	Annexure 21, Point 10	Proof of major merchant banking services provided	Wanted to understand what proof is required	The extract from the Prime Database or Bloomberg duly Certified by Company Secretary to be submitted.
32	70	Xii	Consequence of Breach	Capped to fee	As per RFP terms.
33			Others	If we are mandated with any other bank, can we participate in the issue, or if we get mandated with Canara bank, can we bid in other bank QIPs	Yes. But it has to be ensured that the team assigned for Canara Bank project, will not be assigned with any other project concurrently.