

The queries received from potential bidders on RFP for engagement of BRLMs for LIC IPO as discussed during the pre-bid meeting held on 26.07.2021 and clarification thereon are as under:

S. No	Queries	Remarks
1.	<p>RFP Clause No. 4.1xiv:</p> <p><i>Undertake the task of printing and distribution of stationery required for the "Initial Public Offer" as illustrated in Annexure - II. The BRLMs will ensure that the stationery is printed in adequate quantity and delivered to the Centres / Parties well in advance. The appointed BRLMs will have to print a minimum of 50 lakh Application Forms for all the categories taken together. Any deficiency noticed in this regard shall be viewed seriously by the Government. All expenses in this respect will be borne by the BRLMs.</i></p> <p>Since the potential size of the IPO is expected to be large, the number of application forms to be printed and accordingly the printing cost involved will be very high. We would request if the expense with respect to the same be borne by DIPAM.</p>	<p>Printing of number of forms, expenses to be borne by BRLMs would be as per the RFP. Hence, no change.</p>
2.	<p>RFP Clause No.4.1 xv:</p> <p><i>The following statutory fees will be paid by BRLMs after obtaining negotiated quotes where applicable and would be reimbursed by the LIC/Gol as per actual against an invoice: Fee payable to SEBI as filing fee; Payment to NSE and BSE for use of software for the book building; Payments required to be made to Depository or the Depository Participants; Payment required to be made to Stock Exchanges for initial processing, filling and listing of shares, if any.</i></p> <p>Since the potential size of the IPO is expected to be large, the cost incurred with respect to the statutory fees will be</p>	<p>Not acceptable. It is clearly mentioned in the RFP about the expenses to be borne by the BRLMs and by the Government.</p>

	very high. We would request if the expense with respect to the same to be paid directly by DIPAM / LIC.	
3.	In accordance with clause 2.3 of the RFP , please clarify whether this will be sale of part stake by Government in LIC or fresh issue of shares or both	As is clear from clause 2.3 of the RFP, it is sale of part stake by Government in LIC and fresh issue of shares by LIC.
4.	Kindly clarify whether cost of BRLMs counsel will be reimbursed by Government or BRLMS have to bear it.	Cost of BRLMs counsel has to be borne by BRLMs
5.	In accordance with clause 10.2 of RFP , kindly clarify minimum score required to qualify for financial bids.	Minimum score of technical bid in order to qualify for opening of financial bids will be announced by the IMG just before the presentation.
6.	RFP Clause No 4.1 x: <i>Prepare and approve the statutory advertisements for publication. The cost of the preparation will be borne by the BRLMs and the cost of publication will be borne by the Government.</i> Suggestion The statutory advertisements are prepared by ad agency, which is appointed and paid by the issuer. Hence, the cost of preparation of statutory advertisements shall also be borne by the Government along with the publication cost.	Suggestion not accepted. RFP clause is clear.
7.	RFP Clause No 4.1 xi: <i>Organize road shows both domestic and international markets. All expenses in this regard will be borne by the BRLMs except the tour expenses of Government and LIC's officials.</i> Suggestion Entire road shows expenses shall be borne by the Government	Suggestion not accepted. RFP clause is clear.
8.	RFP Clause No 4.1 xiv: <i>Printing and distribution cost to be borne by BRLMs</i> Suggestion Printing and distribution cost shall be borne by Government	Suggestion not accepted. RFP clause is clear.
9.	RFP Clause No 4.1 xv to xix: <i>Statutory fees to be first paid by BRLMs</i>	Suggestion not accepted. RFP clause is clear.

	<p><i>and then reimbursed by Government</i></p> <p>Suggestion Statutory fees should be directly paid by Government to the respective regulators.</p>	
10.	<p>RFP Clause No 4.1 xvi: <i>Transaction agreements shall be as per model agreements.</i></p> <p>Suggestion Transaction agreements shall be negotiated between the parties.</p>	<p>Suggestion not accepted. The model agreements are model in nature. The agreements would be same for all selected BRLMs. There is no scope for negotiations in this regard.</p>
11.	<p>Note (c) under clause 4.1 of RFP <i>Costs in the event of deferment of IPO</i></p> <p>Suggestion In the event of deferment of IPO all costs incurred by the BRLMs shall be incurred by Government.</p>	<p>It is very clear in the RFP about the expenses to be borne by the BRLMs and by the Government. In case the Government decides to defer the IPO after the Application Forms have been printed, the Government would reimburse the actual cost of printing, but not the distribution cost. Further, in case the filing fee is required to be paid again due to deferment of the offering, the Government will reimburse the initial filing fee paid by the BRLMs.</p>
12.	<p>RFP Clause No 11.2: <i>Deduction of TDS</i></p> <p>Suggestion TDS should not be deducted if the BRLM submits a valid tax exemption certificate</p>	<p>Agreed.</p>
13.	<p>RFP Clause No. 13.1,13.2: <i>Termination of assignment</i></p> <p>Suggestion Termination clause to be modified to standard termination, including termination at the sole discretion of BRLM linked to market conditions, non-fulfillment of CPs.</p> <p>Any of the BRLMs in respect of itself may terminate this Agreement, with or without cause, on giving 15 days' prior written notice at any time prior to signing of the Underwriting Agreement.</p> <p>The termination of shall not affect each BRLM's right to receive fees, if any, in</p>	<p>Suggestion not accepted.</p>

	<p>accordance with the terms of the Engagement Letter. The BRLMs shall not be liable to refund any amounts paid as fees, commissions, reimbursements or expenses specified under the Engagement Letter if the termination occurs as a result of any act or omission of the Client.</p> <p>The termination in respect of a BRLM, shall not mean automatic termination in respect of any of the other BRLMs and shall not affect the rights or obligations of the other BRLMs ("Surviving BRLMs") and the assignment shall continue to be operational among the Client and the Surviving BRLMs.</p>	
14.	<p>RFP Annexure-VII- NDA, Para 2.1.9: <i>Receiving Party to indemnify disclosing party for breach of NDA</i></p> <p>Suggestion To be changed to injunctive reliefs.</p>	Suggestion is not agreed to.
15.	<p>RFP Annexure-VII – NDA, para 4: <i>NDA subject to jurisdiction of courts in New Delhi, India.</i></p> <p>Suggestion To be changed to jurisdiction of courts in Mumbai, India</p>	Suggestion is not agreed to.
16.	<p>RFP Clause No NDA, para 6: <i>NDA term for 3 years</i></p> <p>Suggestion NDA terms to be changed to 2 years</p>	Suggestion is not agreed to.
17.	<p>RFP Clause No 10.4:</p> <p>The score on the basis of Combined Quality Cum Cost based system (CQCCBS). How does this work? Is it weighted average</p>	As per the present RFP, under CQCCBS, weightage of 80:20 is to be given to Technical score and financial bid respectively. This was further explained during the Pre-bid meeting.
18.	<p>RFP Clause No 11.4:</p> <p>The fee quoted should be a minimum of INR 1 crore, is this per bank or total for all banks?</p>	Fee quoted is for individual bank and not for the Syndicate.
19.	<p>RFP Clause No 8, Section D (x):</p> <p>Details of valuation methodology to be followed in determining the price of IPO.</p>	Valuation approaches to be followed in determining the IPO price should be indicated

	Do we need to provide value in Rs Cr for LICl or only methodology is sufficient, given EV is not available as of now	alongwith an estimated value.
20.	<p>RFP Clause No.4.1, Note (a):</p> <p><i>(a) The appointment of Bankers to the Issue, Registrar to the Issue, Legal Advisers–Domestic and International, Auditors and Advertising Agency/Public Relation Agency will be made by the Government which will also bear the expenditure involved on account of these intermediaries.</i></p> <p>Will Government bear all the charges of Sponsor Bank in relation to IPO. Kindly clarify.</p> <p>(b) Clause 9 – Kindly clarify if the payment towards Uploading / Processing Charges for bid using UPI mechanism or 3-in-1 accounts or Bids using syndicate ASBA mechanism and other processing charges payable to Sponsor Banks shall be payable by LICl / GOI</p>	(a) & (b) Charges to sponsor bank will be borne by LIC/GoI, and not by BRLMs.
21.	<p>RFP Clause No.4.1,point (xv) to (xix)</p> <p><i>Note: The above expenses need not be included in the financial bid.</i></p> <p>Is this note referring only to the reimbursable expenses or printing and stationery cost also.</p>	This is with reference to all the reimbursable expenses.
22.	<p>RFP Clause No.8, Section A(iv):</p> <p><i>Details of Domestic and International Equity Public Offerings (IPO/ FPO/OFS/QIP) managed as Book Running Lead Managers, in respect of issue size of Rs. 5000 crore or more, to be furnished in the format given in Annexure-III.</i></p> <p>There is an inconsistency with Eligibility criteria. As per Clause 6.1 (Eligibility) of the RFP, requirement of issue size of Rs. 5000 crore or more is only for IPO and for FPO/QIP/OFS/Rights, the criteria is Rs. 15,000 crore. Kindly clarify. Also, Rights Issue is missing in clause 8 Section A (iv).</p>	<p>It is clarified that we need either</p> <p>(a) details of IPO of Rs.5000 crore or more that has been advised, handled and completed between 1st April, 2016 to 31st March, 2021;</p> <p>OR</p> <p>(b) details of at least one equity capital market transaction i.e. FPO/OFS/QIP/Rights issue of Rs. 15000 crore or more managed during the afore mentioned period.</p>

		In light of the above, RFP Clause No.8, Section A(iv) stands amended accordingly.
23.	<p>RFP Annexure VI - : <i>Format of Financial Bid on the Letterhead of the Bidder</i></p> <p>a. Please provide clarity on Note (2) as the fee quoted is exclusive of GST, any subsequent change in GST rate other taxes will have to be over and above the fee quoted. Whereas</p> <p>b. it is mentioned as follows: Note 2: any additional liability of tax that may arise either on account of change in tax rate or additional taxes by the Central or State Governments, shall be the responsibility of the bidder. This is inconsistent with the exclusive GST Fee Quote.</p> <p>c. Also, we understand that Financial Bid is to be submitted only in BOQ file and not a letter, as no other file is accepted on CPPP website. Kindly clarify. Also clarify how and where the break-up of expenses to be uploaded on the CPPP website</p>	<p>a. GST charge shall be borne by the Government.</p> <p>b. The break-up of expenses on the CPPP website may be uploaded in Cover 2.</p>
24.	<p>RFP Clause No- 2.4 <i>The potential size of the IPO is expected to be far larger than any precedent in Indian Markets. In order to achieve a successful IPO, it is the endeavor of the Gol to attract investment from institutional investors, both domestic and global, in addition to the retail investors.</i></p> <p>Please provide a tentative issue size, as the same will help us in clarity for providing financial bid</p>	Issue size is not known at this stage.
25.	<p>RFP Clause No.- 4.1 (xv) <i>The following statutory fees will be paid by BRLMs after obtaining negotiated quotes where applicable and would be reimbursed by the LICI / Gol as per actual against an invoice: Fee payable to SEBI as filing fee;</i></p> <ul style="list-style-type: none"> • <i>Payment to NSE and BSE for use of software for the book building;</i> 	<p>a. Not agreed to.</p> <p>b. GST will be paid by Govt. on the invoice generated by BRLMs</p> <p>c. (Please refer to Clause 12.1 of the RFP- BRLMs will be paid drop dead fee, if IPO is called off.</p>

	<ul style="list-style-type: none"> • <i>Payments required to be made to Depository or the Depository Participants;</i> • <i>Payment required to be made to Stock Exchanges for initial processing, filling and listing of shares, if any.</i> <p>a. Request GoI/LIC to directly pay the statutory fees to the third parties, so as to expedite the process and avoid double taxation (GST charged by Stock Exchanges, etc. and then GST which needs to be charged by BRLMs on the reimbursement of expenses).</p> <p>b. Alternatively, please confirm if GST will be paid by GoI/LIC on the invoice generated by BRLMs regarding reimbursal of fees.</p> <p>c. Further, please clarify incase the IPO is deferred, by when such fees will be reimbursed.</p>	
<p>26.</p>	<p>RFP Clause No.4, Note thereunder: <i>The appointment of Bankers to the Issue, Registrar to the Issue, Legal Advisers– Domestic and International, Auditors and Advertising Agency/Public Relation Agency will be made by the Government which will also bear the expenditure involved on account of these intermediaries.</i></p> <p>Kindly advise whether this also covers Legal Counsels (Domestic and International) for the BRLMs and the associated costs.</p>	<p>Please refer to the response at Sr. No. 4.</p>
<p>27.</p>	<p>RFP Clause No. 10.4 <i>The marks scored by the short-listed bidders in the technical evaluation will then be given a weightage of 80. Similarly, the financial bids of the short-listed bidders will be given a weightage of 20. The score on the basis of Combined Quality Cum Cost based system (CQCCBS) of technical and financial bids will determine the H1, H2, H3 and so on.</i></p>	<p>In CQCCBS, the lowest financial bidder would be given a score of 20 and other bids would be pro-rated.</p>

	Kindly advise as to the marking system for the Financial Bids. This is required for clarity in providing financial bid	
28.	<p>RFP Clause No.14, Note thereunder:</p> <p><i>All merchant bankers are required to furnish a break-up of expenses on items like printing of stationery; advertisement agency/public relation agency for preparation of statutory advertisements and road shows; fee payable to SEBI as filling fee; payment to NSE and BSE for use of software for the book building and payment required to be made to depositories or depository participants for transfer of shares; any additional selling commission/brokerage that the Merchant Bankers may pay in addition to selling commission/brokerage that Government will pay. These details are to be provided along with the financial bid on a separate sheet being the annexure to the financial bid.</i></p> <p>Kindly note that Tentative Issue Size will be required, so as to provide for SEBI and Stock Exchange Filing Fees, Depositories/ Depository participants and brokerage. Accordingly, request you to please provide the same.</p>	Our response at Sr. No.24 may be seen.
29.	<p>RFP Clause No. 12</p> <p>Drop Dead Fee</p> <p><i>12.1 The Bidders may quote a drop dead fee, if any, payable by Government in case of calling off of the transaction by the Government after initiation of the process by the Bidder. The lowest drop dead fee quoted by any of the finally selected Bidders would be treated as drop dead fee payable by Government and be shared equally by all the selected BRLMs. Drop dead fee will not be a criterion in determining the H1 Bidder.</i></p> <p>Kindly advise, as this will be dependent on the number of BRLMs selected for the transaction. Alternatively, request if Drop Dead fees be quoted on a per BRLM basis</p>	All bidders may quote their own drop-dead fee. The lowest quote will be the drop dead fee individually for all the BRLMs.

30.	<p>RFP Annexure 1</p> <p>Submission of Bids: <i>Bidder has to select the payment option as “offline” to pay the RFP fee / EMD as applicable and enter details of the instrument.</i> <i>Bidder should prepare the EMD as per the instructions specified in the RFP document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the RFP documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.</i></p> <p>Please confirm that there is no other EMD apart from INR 1,00,000 quoted as non-refundable fees as part of Cover 1 submission</p>	Confirmed.
31.	<p>RFP clause 6.2:</p> <ul style="list-style-type: none"> • Please let us know whether clause envisages only Indian entities who are engaged in the same line of business as LIC or would it also include non – Indian entities as well? Further, would this cover only life insurance players or also cover financial investors in life insurance businesses • In a situation where a BRLM happens to enter into a mandate or contract with an entity who is engaged in the same line of business as LIC – would the BRLM be required to seek prior approval or would an intimation to Government of India and LIC be enough • Please let us know whether non-equity capital market transactions such debt capital market transaction or mergers and 	Non Indian entities are excluded. So long as IPO transactions of another life insurance issuer in India is not being undertaken, prior approval will not be required.

	acquisitions or corporate restructuring and advisory mandates in the life insurance space?	
32.	<p>1. For the certificate required under clause 6.2 of the RFP, please clarify that for the purpose of conflict of interest, the companies in the “same line of business” refers to Indian life insurance companies only or include General Insurance or Insurance Tech. or anything related which is not life insurance.</p> <p>2. For the certificate required under clause 6.2 of the RFP, please clarify that for the purpose of conflict of interest, does “same nature of transaction” also include OFS (Offer for Sale transactions through the Stock Exchange Mechanism) and Block/bulk placement transactions</p>	It is clarified that “same line of business” that constitutes Conflict of Interest is if you (bidder) are doing IPO of a life insurance company in India.
33.	Will the fees be 100% fixed fees, or will some portion be linked to any demand procurement from QIB / HNI / retail investors? If yes, please if you could indicate the proportion of fixed and variable fees, and the basis for determining the variable fees.	Since Issue size is not available, the fees are a fixed fees.
34.	<p>Please clarify who would be bearing the cost of the following:</p> <p>(a). Costs of other experts, for example independent CA/CS, to certify certain disclosures in the DRHP / RHP / Prospectus</p> <p>(b). Cost of Monitoring Agency, if appointed</p> <p>(c). Processing and uploading charges of bids per valid application that are usually paid to registered brokers, RTAs, SCSBs</p> <p>(d). Is there any separate fees proposed to be paid to the BRLMs that will be undertaking the Left Lead role and Post Issue Coordination role?</p> <p>(e). For the NDA in Annexure VII, we would request for the term of the agreement to be restricted to the closing of the Proposed Transaction under clause 6 of the NDA. Also request for the removal of</p>	<p>(a) & (b) Any agencies if appointed by the BRLMs, their cost shall be borne by BRLMs only.</p> <p>(c) For brokerage/selling commission kindly refer to clause 9.1 of RFP.</p> <p>(d) No separate fees proposed to be paid to the BRLMs that will be undertaking the Left Lead role and Post Issue Coordination role.</p> <p>(e) Not accepted.</p>

	<p>requirement of indemnity from the receiving party under para 2.1.9 of the NDA</p>	
35.	<p>RFP clause no. 6.2; Annexure IV, para 2(m):</p> <p>Does “transaction of same nature” cover only IPO or other ECM transactions like block trades etc.? Does it cover M&A advisory as well?</p>	<p>Please refer to response at Sr. No. 32.</p>
36.	<p>RFP clause no. 6.2; Annexure IV - 2h</p> <p>What is geographic jurisdiction for the conflicts clause? Is it limited to India or applicable to global transactions? If the scope is global then wanted to confirm if the restriction applies to only the bidding entity or affiliates are also covered?</p>	<p>Sr. No. 32 may be refer to.</p>
37.	<p>RFP clause no. 6.2:</p> <p>We are bound by confidentiality agreements to avoid disclosing current mandate and wanted to clarify if we can avoid this certification?</p>	<p>Since selection of BRLMs is through competitive bidding, furnishing the certificate is part of the proposal. If you are engaged in the IPO of a life insurer in India, you need to disclose the same.</p>
38.	<p>Model Agreements</p> <p>We wanted to check if some changes in model agreements is possible, we can provide a markup for the proposed changes for reference-</p> <p>NDA Para No. 2.1.9: For the purposes of the NDA, can we change the indemnity clause to damages instead?</p> <p>Can we align the underwriting and offer agreements? Few examples (i) can we replicate the clause 18 of the offer agreement in the underwriting agreement? (ii) Can we delete clause 14.2 of the offer agreement?</p> <p>Can we include indemnity clause for the BRLMs in line with market standards eg transaction indemnity as well as indemnity from the registrar?</p>	<p>No changes in model agreements is allowed. You would appreciate that being a competitive process, all the Agreements are same for all bidders and to carve out any special dispensation to any one bidder is not possible.</p>

	<p>Can we include additional reps depending upon due diligence conducted?</p> <p>Is it possible to get OFAC, AML or FCPA reps at Offer Agreement as well in addition to the Under Agreement?</p> <p>Wanted to understand the rationale for following Category 2 Reg S i.e. IPO restricted to US QIBs or non US persons outside the US</p> <p>We wanted to check why AML is only limited to LIC and does not cover its subsidiaries or affiliates?</p> <p>We wanted to check why OFAC is only limited to OFAC sanctions and does not cover EU etc.?</p>	
<p>39.</p>	<p>General Queries</p> <p>1. Can you please provide the expected timing for the IPO?</p> <p>2. What is the expected size of the IPO including primary and secondary components?</p> <p>3. What is the stake dilution/ issue size which is being considered by the Government?</p> <p>4. Can you share the EV report or the EV and VNB numbers for LIC for FY21?</p>	<p>1. IPO is slated for FY 2021-22.</p> <p>2 & 3. Issue size is not available at this stage.</p> <p>4. EV report preparation is under process.</p>
<p>40.</p>	<p>RFP Clause No. 5.2(a):</p> <p>The clause requires a list of investors to be approached, to be submitted within 14 days of appointment. Typically, such a list is finalised closer to the Roadshows (after DRHP filing). Can this list be given closer to the Roadshow post DRHP filing?</p>	<p>Here a list of domestic and International investors has been asked whom the bidder is proposing to target, in relation to the IPO of LIC.</p>
<p>41.</p>	<p>RFP Clause No.- 10.5&10.6:</p> <p>Do BRLMs need to quote fee basis individual portion or for the entire syndicate as a whole?</p>	<p>Please refer to Sr. No. 18.</p>
<p>42.</p>	<p>RFP Clause No. 6.1:</p> <p><i>"Bidders should have advised, handled, and completed (i) at least one transaction</i></p>	<p>It is clarified that the criteria includes global transactions as well.</p>

	<p>of IPO of a size of Rs. 5,000 crore or more (USD 0.67billion) * between 1st April, 2016 to 31st March, 2021 or (ii) should have managed at least one Equity Capital Market transaction (FPO/ OFS/ QIP/Rights Issues) of Rs. 15,000 crore or more (USD 2 billion)* during the period 1st April, 2016 to 31st March, 2021.”</p> <p>Is this applicable to only India related transactions or the criteria includes global transactions as well.</p>	
<p>43.</p>	<p>RFP Clause No. 6.2:</p> <p>Is the certification required in clause 6.2 applicable to India related transactions only•</p>	<p>It is clarified that the criteria includes global transactions as well, in case of conviction by a court of law. For advisory transaction of similar nature, IPO of a Life insurer in India would hold good.</p>
<p>44.</p>	<p>RFP Annexure-VII, para 6:</p> <p><i>This Agreement including the confidentiality obligations contained herein shall survive for 3 (three) years of: (a) closing of the Proposed Transaction; or (b) the date on which it is determined that the Proposed Transaction will not be consummated, whichever is later.</i></p> <p>Consider having a sunset period to the confidentiality term.</p>	<p>The term of the agreement including the confidentially obligation is for 3 years. It is difficult to give dates due to market conditions.</p>
<p>45.</p>	<p>Does the term “Conflict of Interest” apply to transactions relating to only IPO transactions for life insurance companies or does it apply to IPO of non-life insurance companies as well? Also, does this cover private equity transactions for Life and Non- Life Insurance Companies?</p>	<p>Refer reply at Sr. No. 31.</p>
<p>46.</p>	<p>With reference to RFP Annexure-IV, para 2(k), in case of Bidder being a financial conglomerate is engaged in different businesses, namely broking, asset management, wealth management, insurance etc. through Subsidiaries and/or associate companies and If subsidiary and/or associate of such Bidder is engaged in life insurance business and non-life Insurance business, whether such Bidder will be termed to be "associated with" simply due to the</p>	<p>In case the Bidder is a parent company and has a subsidiary/associate company, who is engaged in the Life insurance industry, this along with RFP Annexure-IV, para 2(i), would mean a conflict of interest. In case the Bidder is a subsidiary/associate company of a parent who has another subsidiary/associate company in the life insurance business, the</p>

	presence of an insurance subsidiary and/or associate?	bidder would be allowed to bid, but if selected would have to fulfill additional conditions to protect the conflict of interest.
47.	RFP Annexure-IV, para 2(g): In the undertaking regarding pending investigation against CEO, Directors/Manager/Key employees, can this be restricted only to CEO, Directors/Manager/Key employees of the Bidder entity?	Not acceptable.
48.	With reference to clause no. 8(iii) of RFP , we believe that the details of past conviction and pending litigation in case of corporate bidder be restricted to directors of corporate bidder. Please clarify on the same.	As per RFP, details are to be given in respect of sponsors/partners, Directors etc. In case of consortia, similar details of each proposed partners will be required.
49.	RFP clause 4.1 (viii): <i>Underwrite the "Initial Public Offer" as per SEBI Rules and Regulations</i> Does LIC / GoI seek hard underwriting on the issuance as details pertaining to hard underwriting in the past are also sought in the Technical bid submission	This will be as per the requirement of SEBI Rules and Regulations.
50.	RFP clause 4.1(xvi, xvii, xviii and xix): Kindly clarify if other statutory fees payable such as fees to be paid to SEBI pertaining to changes in the offer document, etc. would be reimbursed by the LIC / GOI. Please clarify that 1% security deposit to be paid to Designated stock exchange (including bank guarantee) will be paid by LIC/GOI.	Please refer to our response in Sr. No. 51.
51.	RFP clause 4.1, Note (c)thereunder: Mentions that <i>"Further, in the event the filing fee is required to be paid again due to deferment of the offering, then Government will reimburse the initial filing fee paid by the BRLMs."</i> However, clause 4.1 (xvi) mentions that <i>initial filing fees are reimbursable by LIC / GOI.</i> Kindly clarify that the payment reimbursable by LIC / GOI (such as those mentioned in clause 4.1 (xvi / xvii / xviii /	The statutory fee as mentioned in clause 4.1, point xv shall be paid on completion of the IPO.

	<p>xix) shall be paid on submission or only on successful completion of the IPO. Please clarify all filing fees (including in the event of refiling) to SEBI shall be reimbursed and at what stage?</p>	
52.	<p>RFP Clause No. 6.1: <i>Bidders should have advised, handled, and completed (i) at least one transaction of IPO of a size of Rs. 5,000 crore or more (USD 0.67billion) * between 1st April, 2016 to 31st March, 2021 or (ii) should have managed at least one Equity Capital Market transaction (FPO/ OFS/ QIP/Rights Issues) of Rs. 15,000 crore or more (USD 2 billion)* during the period 1st April, 2016 to 31st March, 2021. *1 USD=75 INR approx.</i></p> <p>We humbly request you to please modify the clause to include: Bidders should have advised, handled, and completed (iii) cumulative Equity Capital Market transaction (IPO/ QIP /OFS/ Rights Issue) of Rs. 50,000 crore or more (USD 6.66 billion)* during the period 1st April, 2016 to 30th June, 2021.</p>	<p>Please refer to clarification given at Sr. No. 22.</p>
53.	<p>RFP Clause No.8, Section D (i): <i>Optimal syndicate structure suggested to maximize quality and quantity of demand.</i></p> <p>Request to please provide clarification on the information to be furnished.</p>	<p>BRLM can give proposal based on their past successful transactions.</p>
54.	<p>RFP Clause No.8, Section D (ii): <i>Proposal on syndicate incentivisation</i></p> <p>Request to please provide clarification on the information to be furnished</p>	<p>The bidder is required to intimate what incentives they propose to be given to the syndicate for their efforts.</p>
55.	<p>RFP Clause No. 8, Section D (viii): <i>Strength in lending aftermarket support, with specific reference to Indian issues managed in the past.</i></p> <p>Request to please provide clarification on the information to be furnished</p>	<p>Details of post transaction issues handled so far.</p>
56.	<p>Expenses relating to UPI and ASBA processing fee</p> <p>As part of application process, retail</p>	<p>UPI and ASBA processing fee to be borne by LIC/Gol.</p>

	<p>individual investors can bid either through the ASBA process or through syndicate members through UPI mechanism.</p> <p>For applications through ASBA mechanism bid from 3-in-1 broking platforms, the SCSBs are paid a processing fee of Rs. 10 per application.</p> <p>For applications through UPI mechanism, a Sponsor Bank is required to be appointed and they charge a processing fee of Rs. 8 to Rs. 10 per application form. This fee is in addition to the processing fee payable to syndicate members.</p> <p>Given the size of the IPO and the endeavour to mobilise a large number of application forms from retail investors, policyholders and employees, the above will be a significant cost item. <u>It may be clarified who will bear such expenses.</u></p>	
<p>57.</p>	<p>Reimbursement of penalty for delay in unblocking of funds after allotment</p> <p>As per SEBI circular dated March 16, 2021, there is a penalty imposed on post issue BRLM for any delay in unblocking of funds post allotment. As per recent market practice, the Issuer reimburses such penalty to the post issue BRLM. <u>It may be clarified whether such penalty, if any, will be reimbursed.</u></p>	<p>It is proposed to hold a meeting with banks concerned to streamline the process so that they do not block the funds post allotment and no penalty is imposed. It is clarified that LIC/Gol shall not pay the penalty.</p>
<p>58.</p>	<p>Syndicate incentivisation</p> <p>In the format of technical bid - Para 8 - Section (D), a proposal on syndicate incentivisation is sought. <u>It may be clarified who will bear the expenses incurred in relation to these incentives.</u></p>	<p>The incentivisation is with regard to clause 9 of RFP i.e. selling commission. RFP is clear with regard to bearing of expenses by the Govt. If the bidder has an alternative proposal, it can be given.</p>
<p>59.</p>	<p>With respect to the RFP Clause 6.2, Clause 8 (iii) and Clause 2(a) regarding declaration on 'No conviction/grave offense/pending litigations etc.', pls clarify if this declaration needs to be provided only with respect to the bidding entity holding Merchant Banking license in India and its sister concerns involved in Merchant Banking</p>	<p>This will also be applied if the sister concerned outside India has been convicted.</p>

	activities in India. This does not apply to sister concerns outside India.	
60.	<p>Clarifications regarding potential conflict of interest:</p> <p>(i). Please clarify that the conflict will not be applicable to any secondary sale, follow-on fund raise (through rights issue or private placement i.e. qualified institution placement) or block transaction</p> <p>(ii.) Please confirm that the conflict of interest restriction would be applicable only with respect to the bidding entity holding Merchant Banking license in India and its sister concerns involved in Merchant Banking activities in India. This does not apply to sister concerns outside India.</p> <p>(iii). With respect to Section B (v) and (vi) (Page 10), given the “Chinese wall” restrictions, some bidders will not be able to provide some of the details asked on our research capabilities (e.g. research reports)</p>	Please see our response on S.No.31 & S.No. 32 above.
61.	<p>1. Under Clause 8 Section (D) (xi), bidder needs to mention <i>underwriting capabilities including details of capital base of the Investment Bank available to support such underwriting, for the capital base</i>, can we assume it to mean “total equity” of the bidding entity as per the last audited financial statements.</p> <p>2. As per clause 14 Annexure VII, selected bidder is required to execute the Non-Disclosure Agreement (NDA) with LIC, DFS and DIPAM as per the format given at Annexure-VII. We would request you to consider changes to the NDA</p>	<p>1. Yes, capital <i>base</i> means “total equity” of the bidding entity.</p> <p>2. No changes are accepted in model NDA.</p>