



F-4

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in GAIL issued the tender, by filling up the Format)

To,

M/s GAIL (INDIA) LIMITED
16, BHIKAIJI CAMA PLACE
NEW DELHI-110066

SUB: Appointment transaction advisor for evaluation the opportunity of setting up solar power plant proposed as integrated renewable energy project (IREP) in Andhra Pradesh
TENDER NO: GAIL/ND/C&P/BD/TA315/2020

Dear Sir,

We hereby acknowledge receipt of a complete set of Tender Document along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code:
Telephone Number :
Fax Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :

Tender Document for appointment transaction advisor for evaluation the opportunity of setting up solar power plant proposed as integrated renewable energy project (IREP) in Andhra Pradesh. [Tender Document No. GAIL/ND/C&P/BD/TA315/2020]



F-5

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s GAIL (INDIA) LIMITED
16, BHIKAIJI CAMA PLACE
NEW DELHI-110066

SUB: Appointment transaction advisor for evaluation the opportunity of setting up solar power plant proposed as integrated renewable energy project (IREP) in Andhra Pradesh
TENDER NO: GAIL/ND/C&P/BD/TA315/2020

SL. NO	REFERENCE OF TENDER DOCUMENT				BIDDER'S QUERY	GAIL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax and also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

Tender Document for appointment transaction advisor for evaluation the opportunity of setting up solar power plant proposed as integrated renewable energy project (IREP) in Andhra Pradesh. [Tender Document No. GAIL/ND/C&P/BD/TA315/2020]

F-6

E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize GAIL(India) Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the GAIL (India) Limited responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)



F-7

INTEGRITY PACT

INTRODUCTION:

GAIL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (GAIL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, an MOU on Integrity Pact has been signed on 23.07.2007 by GAIL with Transparency International India.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.



ANNEXURE-1

Bidder is required to sign the Integrity Pact with GAIL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with GAIL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass GAIL’s confidential information to any third party unless specifically authorized by GAIL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any GAIL associate.
- f) The Counterparty shall not make any false or misleading allegations against GAIL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they would be banned from the GAIL business in future as per Section 3.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GAIL shall be entitled to terminate the Contract. Further, GAIL would forfeit the security deposits/ Contract Performance Bank Guarantee.
- c) In case it is found that the Counterparty has made any frivolous, untrue and misleading allegations against GAIL or its associates, GAIL reserves its right to initiate criminal proceedings against the violating Counterparty and may also impose exemplary cost for the same



INDEPENDENT EXTERNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) have been appointed by GAIL, in terms of Integrity Pact(IP) which forms part of GAIL Tenders / Contracts.

- i) Dr. Meeran Chadha Borwankar (email id : mcborwankar@gmail.com)
- ii) Shri Ajit Mohan Sharan (email id : ams057@gmail.com)
- iii) Shri Sanjeev Behari (email id : saloni_behari@yahoo.co.in)

This panel is authorised to examine / consider all references made to it under this tender. The bidder(s) , in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer or Nodal Officer (presently Shailendra Chaurasia, DGM (C&P)- Email skchaurasia@gail.co.in) in GAIL or directly with the IEMs on the panel or IEM c/o Chief Vigilance Officer, GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066.

FOR INFORMATION ONLY



ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

Between GAIL (India) Limited, a Government of India Public Sector, (here-in-after referred to as "Principal").

AND

_____ (here-in-after referred to as "The Bidder/ Contractor").

(Principal and the Bidder / Contractor are here-in-after are referred to individually as "Party" or collectively as "Parties").

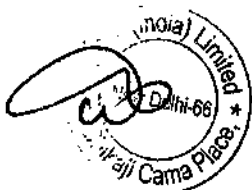
PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____ Transaction Advisor for pursuing acquisition of stakes by GAIL in a gas based power plant company. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint Independent External Monitor (s) (in consultation with Central Vigilance Commission) who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.





- iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution till the validity of Integrity Pact:
- i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract till the validity of Integrity Pact.
- ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
- iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information/document so acquired on to others.
- iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

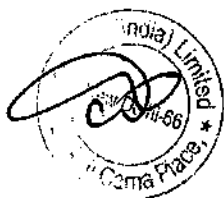




- v) The bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder (s)/ contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder/ Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 3. The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 4. The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the Principal.
 5. In case of any allegation of violation of any provision (s) of this pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the book of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
 6. The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of contract.
 7. The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

**Section 3 – Disqualification from tender process and exclusion
from future contracts**

1. If it is found that the Bidder / Contractor or any one employed by it has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to disqualify such Bidder / Contractor from the tender including banning such Bidder / Contractor from entering into any GAIL's future contract/ tender processes for a period specified in GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices" and also to terminate the contract, if already signed, on that ground as per provision of GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices". Further, the period of banning shall be as per GAIL's policy and the decision of the Principal in this regard will be final and binding on the Bidder/ Contractor.





2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that there is a transgression of the provisions of the Pact.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Principal is entitled to recover all sums paid by Bidder/ contractor to any middleman or agent or broker with a view to securing the contract.

In cases where irrevocable Letters of credit has to be established in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.

Principal is entitled to forfeit the Performance Bond clearly assigning reason in case Bidder/ Contractor violates this Pact.

Section 4 – Forfeiture of EMD / Security Deposits

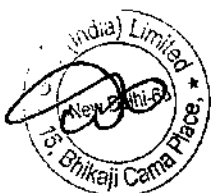
1. If due to transgression as per the provisions of the Pact, the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, the Principal is entitled to forfeit earnest money deposit / bid security money. In addition to this, such Bidder/Contractor shall also be banned from the future business with Principal with consequential actions as per provisions of GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices".

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression has occurred during the last three years immediately before signing of this Integrity Pact, with any other Company in any country in respect of any corrupt practices envisaged hereunder, or with any other Public Sector Enterprise / Undertaking or any Government Department in India that could justify Bidder's exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground and other actions can be taken by GAIL as per GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"

In case of any transgression in the last three years from the date of signing of Integrity Pact, Bidder to provide the details of same in their bid.

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors





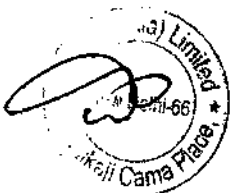
1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
In case of Sub-Contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption of an offence as defined in Chapter IX of the Indian Penal Code 1860 or prevention of corruption Act 1988 and amendments thereof or any other enacted statute for prevention of corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office / Department for initiating appropriate action for above.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Bidder/ Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this Pact he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they



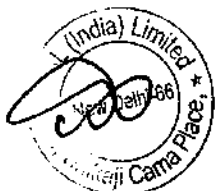


- act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 10 days as far as possible from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures..
 7. Remuneration payable to Monitor(s) shall be borne by Principal.
 8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
 9. The word 'Monitor' would include both singular and plural.
 10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
 11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GAIL.
 12. The monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairperson of the Principal and recuse himself / herself from that case.
 13. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition on bias towards some bidder.
 14. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.


If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.





Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.
5. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceeding.


नरसिंह राव / Harasinge Rao
वरिष्ठ प्रबन्धक (सी. एवं प्र.)
Senior Manager (C & P)

गैल (इंडिया) लिमिटेड / GAIL (India) Ltd.
16, नैशनल कैपिटल कॉम्प्लेक्स रोड, नई दिल्ली 66
16, National Capital Complex Road, N.J. Puram, New Delhi 66

(Name & Designation)
For the Bidder/Contractor

Place New Delhi

Witness 1: -----

Date 31-07-2020

Witness 2: -----



F-8
CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (√) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping on each sheet of offer, original bidding document including ITB, GCC, SCC, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		X
i	Covering Letter, Letter of Submission		
ii	Signed and stamped Tender Document along with drawings and addendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Submitted all Formats of Tender Document, duly filled in.		
vi	Confirm submission of document alongwith unpriced bid as per bid requirement.		X
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Bidder has read, understood the Tender Document and its Corrigendum/ Clarification(s) and submit complete Bid in line of requirement of Tender Document.		

Place:
Date:
Seal:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:



F-9

Contract Agreement Form

AGREEMENT for “_____” (hereinafter called the "Job") made on _____ day of _____, 20__ between M/s _____, hereinafter called the “CONSULTANT” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the GAIL (India) Limited hereinafter called “GAIL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

GAIL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the LOA including Completion Schedule of job has called for proposal.

- A. The CONSULTANT has examined the Job specified in TENDER of GAIL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in LOA or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.
- B. The LOA including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

GAIL accepted the bid of the CONSULTANT for the provision and the execution of the said Job at the values stated in bid and finally approved by GAIL upon the terms and subject to the conditions of Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :

1. In consideration of the payment to be made to the CONSULTANT for the Job to be



executed by him the CONTRACTOR hereby covenants with GAIL that the CONSULTANT shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

2. In consideration of the due provision execution and completion of the said Job, GAIL does hereby agree with the Agreement that GAIL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by GAIL at the amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for
for and on behalf of

Signed and Delivered
and on behalf of

M/s GAIL (India) Limited

M/s _____

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____



F-10

FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Shortlisted bidders who received tender document can only bid.
2.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 15 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
3.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 3 of Instruction to Bidders of Tender Document.
4.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Refer Clause No. 36 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

FOR INFORMATION



F-11

Confidentiality Agreement

THIS AGREEMENT entered into as of the _____ day of _____, 2020

BETWEEN:

GAIL (India) Limited, a company organized and existing under the laws of India and having its registered office at 16, Bhikaiji Cama Place, R.K.Puram, New Delhi – 110066, India (hereinafter referred to as the “**Disclosing Party**”)

- and -

_____ a corporation organized and existing under the laws of _____ (hereinafter referred to as the “**Receiving Party**”).

The companies named above may also be referred to herein individually as "**Party**" or collectively as "**Parties**".

WHEREAS:

- A. The Disclosing Party and ONGC are evaluating the possibility of setting up upto 1 GW Greenfield Solar Power plant each as part of IREP in Andhra Pradesh.
- B. The Disclosing Party wishes to engage the Receiving Party for the sole purpose of providing advisory services on the opportunity as per scope of Tender/ Contract. (the "Permitted Purpose").
- C. The Disclosing Party is prepared to make available to the Receiving Party certain Confidential Information (as hereinafter defined) for the Permitted Purpose.

In the course of the communications, Disclosing Party may disclose or make available, directly or indirectly, Confidential Information (as defined below) to the Receiving Party, subject always to the terms of this Agreement;

**ARTICLE 1
DEFINITIONS**



The following terms shall have the following meaning in this Agreement, unless repugnant to the context:

Affiliates: In relation to a Disclosing Party, means any entity Controlled, directly or indirectly, by the Disclosing Party, any entity that Controls, directly or indirectly the Disclosing Party or any entity directly or indirectly under common Control with the Disclosing Party; and in relation to a Receiving Party, means any entity Controlled, directly or indirectly, by the Receiving Party, any entity that Controls, directly or indirectly the Receiving Party or any entity directly or indirectly under common Control with the Receiving Party.

Control: Ownership of more than 50% of the voting power of a Party or an entity or a right to appoint or dismiss a majority of directors thereof and “Controlled” or “Controlling” shall be construed accordingly.

Disclosing Party: A Party which discloses or makes Confidential Information available directly to the Recipient.

Recipient or Receiving Party: A Party which receives or obtains Confidential Information directly from the Disclosing Party.

ARTICLE 2 DISCLOSURE OF CONFIDENTIAL INFORMATION

2.1 In connection with the Purpose, Disclosing Party is willing, in accordance with the terms and conditions of this Agreement, to disclose to Receiving Party certain information relating to the Opportunity.

2.2 For the purposes of this Agreement, “**Confidential Information**” shall mean any and all information that concerns or relates to the Disclosing Party, its affiliates and their respective businesses, projects, operations, activities or affairs, whether of a technical or financial nature or otherwise, and whether furnished before or after the date hereof, including, without limitation, analyses, summaries or studies prepared by or for the benefit of the Recipient, whether oral, written, electronic or in any other form (including, without limitation, reports, financial information, identities of actual or potential business partners or customers, business plans and proposals, economic data, market data, fuel procurement, supply and transportation information, ideas, concepts, trade secrets, know-how, processes, and other technical or business information) that is furnished by or on behalf of the Disclosing Party to the Recipient or its directors, officers,



employees, principals, affiliates, agents, advisors or other representatives (such persons, collectively, “Representatives”).

2.3 Confidential Information made available/disclosed by the Disclosing Party to the Receiving Party under this Agreement in tangible form, shall clearly be marked as ‘Confidential’ at the time of disclosure.

ARTICLE 3 CERTAIN INFORMATION NOT CONFIDENTIAL

3.1 The following information shall not constitute Confidential Information:

- (a) Information that is already known to Receiving Party as of the Effective Date;
- (b) Information that is or becomes available to the public other than through the act or omission of Receiving Party or of any other person to whom Confidential Information is disclosed by the Receiving Party unless public disclosure was made pursuant to Article 6.3;
- (c) Information that is acquired independently from a third party representing that it has the right to disseminate such information at the time it is acquired by the Receiving Party; or
- (d) Information that is developed by Receiving Party independently of the Confidential Information received from Disclosing Party and same is evidenced by written business records.

ARTICLE 4 TERM OF CONFIDENTIALITY

Term of this Agreement shall be for the duration of the Contract. Recipient shall hold all Confidential Information in strict confidence and agrees to prevent the unauthorized disclosure of the Confidential Information. Except as expressly permitted under this Agreement, Recipient shall not, without the prior written consent of the Disclosing Party, divulge any part of the Confidential Information to any person (corporate or otherwise). The term of confidentiality for a period of one (1) years from the date of termination of the Contract

ARTICLE 5 RESTRICTIONS



5.1 Recipient undertakes that both during the period of this Agreement and at all times after such period (but subject always to Article 4), it shall in respect of Confidential Information disclosed to it by or on behalf of Disclosing Party:

- (a) preserve and ensure that Recipient shall preserve the secrecy of such Confidential Information;
- (b) save as provided in Article 6 and Article 7, not disclose to any third party Confidential Information; and
- (c) not use the Confidential Information for any purpose other than the Purpose;
- (d) shall keep the Confidential Information securely and properly protected against theft, damage, loss and unauthorised access (including access by electronic means) by deploying means similar to those being used to secure its own confidential information;
- (e) notify the Disclosing Party immediately upon becoming aware that any of the Confidential Information has been disclosed to or obtained by a third party (otherwise than as permitted under this Agreement).

ARTICLE 6

PERMITTED DISCLOSURE BY RECEIVING PARTY

6.1 Subject to the provisions of Article 6.2, Receiving Party is authorized by the Disclosing Party to disclose, on its behalf, Confidential Information to the following persons to the extent that with a bona fide need to know such Confidential Information, but only to the extent necessary for the Purpose and only if such persons are:

- 6.1.1 Employees, officers, and directors of Receiving Party;
- 6.1.2 Employees, officers and directors of Affiliates of Receiving Party
- 6.1.3 Any consultant (including but not limited to financial, technical or legal) or agent retained by Receiving Party; or
- 6.1.4 Any bank, financial institution, or entity funding or proposing to fund participation by Receiving Party, including any consultant retained by such bank, financial institution, or entity.

The persons or entities listed in clause 6.1.1, 6.1.2, 6.1.3 and 6.1.4 shall be individually/collectively referred to as "Authorized Representative(s)".



6.2 Prior to making any disclosures to persons under Articles 6.1, however, the Receiving Party shall ensure that the Authorized Representatives are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by confidentiality obligations (either by contract of employment or a separate confidentiality agreement executed between the Receiving Party and Authorized Representative) which are no less stringent than contained in this Agreement. Provided, however, that in the case of legal counsel, the Recipient shall only be required to ensure that such legal counsel is bound by an obligation of confidentiality by his code of professional ethics.

ARTICLE 7 OBLIGATION OF RECEIVING PARTY FOR PERMITTED DISCLOSURES

The Receiving Party is responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not divulge the same to any unauthorized person. The Receiving Party is liable to the Disclosing Party for any breach or violation of this Agreement by any and all of the entities and persons described in Article 6 to whom the Confidential Information is disclosed by the Receiving Party, as if such breach or violation had been committed by the Receiving Party.

ARTICLE 8 RETURN OF CONFIDENTIAL INFORMATION

8.1 Upon termination of this Agreement or upon the written request of the Disclosing Party (which shall in no event be after expiry of term of confidentiality as provided in Article 4), the Recipient shall promptly:

- (a) cease use of the Confidential Information and ensure that all persons to whom the Confidential Information was disclosed or made available in accordance with Clause 6.1 shall do the same;
- (b) return to the Disclosing Party all copies of Confidential Information disclosed or made available by the Disclosing Party within 30 days of such written request or termination of this Agreement; and
- (c) Destroy all notes, abstracts and other documents and permanently erase (to the extent technically practicable) all electronic files that contain or reproduce Confidential Information.



8.2 If desired by the Disclosing Party, an officer of the Receiving Party shall certify in writing that, subject to Article 8.2, all the Confidential Information has been returned/ destroyed as per the provisions of this Article.

8.3 The provisions of Article 8.2 do not apply to the following:

8.3.1 Confidential Information that is retained in the computer backup system of Receiving Party or a person to whom it was disclosed under Article 6 if the Confidential Information will be destroyed in accordance with the regular ongoing records retention process of Receiving Party or such person and if the Confidential Information is not used prior to its destruction; and

8.3.2 Confidential Information that must be retained under (a) applicable law, including by stock exchange regulations or by governmental order, decree, regulation or rule, or (b) the Receiving Party's internal document retention policies aimed at legal or regulatory compliance.

8.3.3 Any copied information retained shall be held subject to the terms of this Agreement, until the expiry of the relevant time period specified in Clause 4 above.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

No Warranty: The Parties hereby acknowledge that neither Party nor any of its respective Representatives makes any representations or warranties whatsoever either express or implied, concerning the accuracy, completeness or correctness of the Confidential Information disclosed hereunder, nor shall any such representation or warranty be implied. Disclosing Party expressly disclaims any and all liability that may be based on the Confidential Information, errors therein or omissions there from. Recipient receives and utilizes such Confidential Information at its sole cost, risk and exposure. Recipient agrees that Disclosing Party shall not have any liability resulting from the use of or reliance upon the Confidential Information. At all times hereunder Disclosing Party shall retain ownership of all Confidential Information disclosed.

No Rights: Nothing contained herein shall be construed as granting to either Party any license or right under any patent, copyright, or other intellectual property of the other Party, nor shall this Agreement impair the right of either Party to contest the scope, validity or alleged infringement of any patent or copyright. In addition, title to the Confidential Information shall remain at all times with Disclosing



Party, and nothing contained herein shall be construed as assigning, conveying, selling or otherwise granting any ownership rights to the Confidential Information to Recipient.

ARTICLE 11
GOVERNING LAW AND DISPUTE RESOLUTION

This “Confidentiality Agreement” shall be governed by and construed in accordance with Indian Law and court of New Delhi shall have exclusive jurisdiction.

In the event of any dispute between the Disclosing Party and the Receiving Party on any issues or differences or interpretation, efforts will be made to settle the same amicably mutually within 15 days of such issue or dispute.

In the event that a dispute is not resolved amicably, the parties may seek appropriate remedy under Indian Law.

ARTICLE 12
LIMITATION OF LIABILITY

Notwithstanding anything else in this Agreement, neither Party will be liable to the other Party (whether in contract, tort or otherwise) for any:

- (a) loss of profit, loss of business, business interruption, loss of revenue, loss of opportunity, loss of use, loss of reputation; or
- (b) without limiting the above, any indirect or consequential loss, expense or damage, suffered by the other Party arising out of or in relation to this Agreement.

ARTICLE 13
GENERAL PROVISIONS

13.1 No Waiver

The Parties agree that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

13.2 Modification

No amendments, changes or modifications to this Agreement are valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.

13.3 Interpretation

13.3.1 Headings



The topical headings used in this Agreement are for convenience only and are not construed as having any substantive significance or as indicating that all of the provisions of this Agreement relating to any topic are to be found in any particular article or provision.

13.3.2. Singular and Plural.

Reference to the singular includes a reference to the plural and vice versa.

13.3.3. Article or Exhibit

Unless otherwise provided, reference to any article or an exhibit means an article or exhibit of this Agreement.

13.3.4. Include.

The words "include" and "including" have an inclusive meaning, are used in an illustrative sense and not a limiting sense, and are not intended to limit the generality of the description preceding or following such term.

13.4 Counterpart Execution.

This Agreement may be executed in counterparts and each counterpart is deemed an original Agreement for all purposes; provided that neither Party is bound to this Agreement until all the Parties have executed a counterpart. For purposes of assembling the counterparts into one document, Disclosing Party is authorized to detach the signature page from one counterpart and, after signature thereof by Receiving Party, attach each signed signature page to a counterpart.

13.5 Entirety.

This Agreement comprises the full and complete agreement of the Parties regarding the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings, and agreements between the Parties relating to the Confidential Information, whether written or oral, expressed or implied.

13.6 Assignment

Neither Party shall assign any of its obligations, or rights under this Agreement to any third party without the prior written consent of the other Parties. Any attempted or purported assignment in conflict with the foregoing is null and void. This Agreement shall be binding on the representatives, permitted assigns and successors of the Parties.

13.7 Relationship of the Parties

13.7.1 It is not the intention of the Parties, through this Agreement, to create any partnership, agency, joint venture, association or trust, or to authorize any Party to act as an agent, servant or employee for the other Party(ies). No Party shall be considered a fiduciary of the other Party.



The rights, duties, obligations and liabilities of the Parties under this Agreement are individual, not joint or collective.

- 13.7.2 It is expressly understood that this Agreement is not and will not be construed as any form of a letter of intent or agreement of any type of transaction. This Agreement is to evidence the Parties' agreement to maintain the confidentiality of the Confidential Information, and does not constitute any commitment or obligation on the part of either Party to enter into any specific contractual arrangement whatsoever in connection with the Opportunity/Purpose.
- 13.7.3 Nothing contained in this Agreement grants the Recipient any express or implied rights or licenses with respect to Confidential Information or any intellectual property rights in respect of the same. Nothing contained in this Agreement is an offer or commitment by any Party to buy, sell, lease or license from or to any other Party any product, service, information or intellectual property and no such offer or commitment will be implied.
- 13.7.4 None of the Parties shall be liable for the acts or omissions of the other Party(ies) under this Agreement and no claim, action or proceeding shall be brought, issued or entered into against a Party for the acts or omissions of the other Party(ies).

13.8 Severability

If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions shall remain in force and shall not be affected.

ARTICLE 14 NOTICES

All notices authorized or required between the Parties by any of the provisions of this Agreement are to be made in written English, properly addressed to the Parties as shown below, and delivered in person, by courier, or by any electronic means of transmitting written communications that provides written confirmation of complete transmission. Oral communication and e-mails do not constitute notice for purposes of this Agreement. A notice given under any provision of this Agreement is deemed delivered only when received by the Party to whom the notice is directed. "Received" for purposes of this article means actual delivery of the notice to the address or facsimile address of the Party shown below.

To

Kind Attention:

.....

Address:



LIST OF KEY PERSONNEL

Tender No. GAIL/ND/C&P/BD/TA315/2020 for Appointment transaction advisor for evaluation the opportunity of setting up solar power plant proposed as integrated renewable energy project (IREP) in Andhra Pradesh.

Offer No. & Date:

Sl. no.	Qualification	Past Experience			Current Assignment	
		No. of years of experience	List of M&A deal associated with and role in them (as team leader / core team member)	Geographic location of deal	Proposed Role in this assignment (Team leader or core team member) and responsibility	Location of Operation
1	Name of the Team leader & other core team members proposed with their professional qualifications, company (currently working with) and relation of that company with the Bidder					
2						
3						
4						

Note: Resumes to be attached in separate Appendix

Place:

Date:

Signature of Authorised signatory :

Name :

Designation :

Seal :



SECTION-IV

STANDARD TERMS AND CONDITIONS / GENERAL CONDITIONS OF CONTRACT (GCC)



SECTION-IV

STANDARD TERMS AND CONDITIONS / GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this Engagement shall have the following meanings:

- 1.1 "Consultant" means the agency/firms/individual appointed and engaged by GAIL for providing services under the Contract.
- 1.2 "Consultants Representative" means the person appointed from time to time by Consultant for execution of the Contract.
- 1.3 "Contract" shall mean Fax of Acceptance [FOA], Letter of Acceptance and all terms and conditions of Tender document and all attached exhibits and document referred to therein together with any subsequent modifications thereto.
- 1.4 "Effective Date" means the date on which Fax of Acceptance is issued.
- 1.5 "Engineer-In-Charge / Executive-In-Charge" shall mean the person designated from time to time by GAIL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.
- 1.6 "Fees" means the Lump sum fee as mentioned in the Schedule of Rates (SOR) referred under Section VIII.
- 1.7 "GAIL" / "Employer" / "Client" means GAIL (India) Limited or its permitted assigns including but not limited to its subsidiaries, affiliates, joint venture companies etc.
- 1.8 "GAIL's Representative" means the person appointed or authorized from time to time by GAIL for execution of the Contract.
- 1.9 "Headings" the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.
- 1.10 "Hourly Fees" means the fees calculated based on the hours utilized by the Consultant and the Hourly Rate (if applicable) as mentioned in the Schedule of Rates (SOR) referred under Section VIII.
- 1.11 "Information" means as defined in Clause 6 of this Section IV.