



- 1.12 “Key Personnel” means as defined in Clause 5 of this Section IV.
- 1.13 “Out of Pocket Expenses” means as defined under Clause 8 of this Section IV.
- 1.14 "Party" means GAIL or the Consultant, as the case may be, and “Parties” means both of them.
- 1.15 “RBI Reference Rate” means the rate published by Reserve Bank of India (RBI) on it’s website on working days.
- 1.16 “Seller” is as defined under Scope of Work at Section VII.
- 1.17 “Services” mean the services to be rendered by the Consultant according to the terms and conditions of the Contract.
- 1.18 “Service Tax” means the service tax applicable (including any cess and/or Surcharge thereon) on the Services provided by the Consultant as per the Indian tax laws.
- 1.19 “Sign Off” means a recorded statement for completion of a milestone/major activity by Consultant as envisaged in this document/Contract and accepted by GAIL.
- 1.20 “Singular and Plural Words” importing the singular only also include the plural and vice-versa where the context requires.
- 1.21 “Transaction” is as defined under Scope of Work at Section VII

2.0 SCOPE OF SERVICES

The scope of services is specified in Section VII of this Tender document.

3.0 EXTERNAL CONSULTANTS

- 3.1 Whenever required GAIL may separately engage external consultant in areas relating to law / financial / tax / commercial / technical matters etc. in connection with the Services. The selected external consultant(s) shall work in close co-ordination/tandem with the Consultant. The Consultant shall also work in close association with the selected external consultant(s).

4.0 CONFIDENTIALITY

- 4.1 GAIL and the Consultant agree to keep confidential (i) the terms and conditions of the Contract (ii) any data/ information related to the Transaction which is not in public domain and which may have a material effect on the Transaction, and (iii) any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by GAIL (and /or it’s external consultants and/or Seller) to the Consultant and vice versa. Further, the Consultant and GAIL agree that none of the foregoing matters may be disclosed or referred to publicly or to any third



party not concerned with the Transaction (excluding the Government of India, GAIL (India) Limited or its authorized assigns or any such other body which has the authority to ask for such information under the law) except in accordance with the written authority of the other Party to Contract or otherwise in accordance with the confidentiality agreement executed by the Parties in relation to the Services (the “Confidentiality Agreement”). The format of Confidentiality Agreement is attached in this tender document (Format **F-11**).

4.2 The provisions of the clause shall continue to be in force after the termination or completion of Services under the Contract and shall expire in accordance with the Confidentiality Agreement.

5.0 TEAM MEMBERS

5.1 For the purpose of rendering the Services, the Consultant will establish a team of qualified experienced and expert individuals (“Key Personnel”) from appropriate core expertise areas within its organization. The list of Key Personnel as provided by the Consultant while submitting its offer to GAIL, shall form an integral part of the Contract (Format F-12). GAIL may permit Key Personnel from outside its organization in exceptional cases as permitted under the Contract. The Consultant shall be solely and exclusively responsible to GAIL for all acts of its team of individuals, affiliates, subsidiaries and members firms working on Services under the Contract.

5.2 If GAIL (i) finds that any Key Personnel(s) of the team has committed serious misconduct and/or negligence and/or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with their performance, then the Consultant shall, at GAIL's written request, forthwith remove such Personnel(s) and replace with Personnel(s) having qualification and experience equal to or better than those, initially involved.

5.3 Any changes to the Key Personnel in the team mentioned above shall be carried out in consultation with GAIL. Such changes shall be of suitable qualified persons, of equivalent or better expertise of core areas, experience & specialty and shall not absolve the Consultant from its obligations and Liabilities under the Contract. The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal or replacement of any of the Key Personnel(s).

5.4 During the period of Contract, GAIL reserves the right to associate its personnel with the Consultant at GAIL’s cost and expenses (like board & lodging, travel expenses etc.). However, Consultant shall provide the necessary office space and assistance like telephone, internet, fax etc. (if required) to GAIL’s personnel in their office free of cost.

6.0 ACCESS

6.1 GAIL agrees to provide to the Consultant all data, details (“**Information**”) requested by the Consultant and considered reasonable, appropriate, proper and necessary by the Parties for the purpose of the Contract. In performing its Services hereunder the Consultant shall be entitled to



rely upon and assume the accuracy and completeness of all information that is publicly available and of all information that has been furnished to the Consultant (or its affiliates or subsidiaries) by GAIL or its authorized representative(s).

- 6.2 The Consultant shall exercise its professional judgment in seeking Information that is essential for providing the Services under the Contract and in the assessment and use of such Information. Further, in seeking and assessing the Information, the Consultant would act in line with the standards/diligence as GAIL would reasonably expect from an international Consultant of similar size and standing for such Services.

7.0 PUBLIC ANNOUNCEMENTS

- 7.1 No party shall directly or indirectly issue or make any public announcement or statement regarding and/or related to the Contract and / or Services and/or Transaction unless prior thereto it furnishes the other Party with a copy of such announcement or statement and obtains the consent (which consent shall not be unreasonably withheld) except such announcements which are necessary in compliance of any applicable law or regulation.
- 7.2 GAIL will accept full responsibility for the content of any announcement or any information contained in any document relating to the Transaction which GAIL requests the Consultant to consent. The Consultant reserves the right to refuse to issue or approve any such document or announcement and to require GAIL to prevent its distribution or publication if, in the discretion of the Consultant, it is incomplete or misleading in any way.
- 7.3 Similarly, the Consultant will accept full responsibility for the content of any announcement or any information contained in any document relating to the Transaction which the Consultant requests GAIL to consent. GAIL reserves the right to refuse to issue or approve any such document or announcement and to require the Consultant to prevent its distribution or publication if, in the discretion of GAIL, it is incomplete or misleading in any way.

8.0 FEE AND OUT OF POCKET EXPENSES:

- 8.1 The Fees, Hourly Fees and Out of Pocket Expenses is as specified in Section VI of the Tender Document.
- 8.2 The Fees shall remain firm and fixed during the period of Contract till completion of Services and shall not be subject to any escalation whatsoever. Further GAIL shall not pay any extra charges for any outside professional assistance, if hired by the Consultant, except in case(s) where such outside professional assistance has been obtained at the specific written request of GAIL.

9.0 TAXES AND DUTIES



9.1 The Fees, Hourly Fees and Out of Pocket Expenses are inclusive of all applicable taxes and duties (not limited to Corporate and personnel taxes etc. applicable in or outside India) arising out of the Contract, but excluding Service Tax, if any, payable in India.

9.2 GAIL shall deduct applicable withholding income tax (along with any surcharge and/or, cess (Tax Deducted at Source "TDS") on the amounts paid or payable and make the net payment to the Consultant. As per current tax provisions in India, GAIL shall be liable to apply a higher TDS in the absence of having a Permanent Account Number (issued by Indian tax authorities) by the Consultant.

10.0 TERMS OF PAYMENT

10.1 The Terms of payment for Fees, Hourly Fees and Out of Pocket Expenses is as specified in Section VI of this Tender Document.

11.0 BILLING AND PAYMENT

11.1 The Consultant shall submit separate invoice(s) in duplicate in respect of the Fees, Hourly Fees and Out of Pocket expenses, etc. (as applicable) to the Engineer-In-Charge/ Executive-In-Charge of GAIL. The Invoice shall indicate and/or include the following details/ documents:-

- (a) Address of the Consultant.
- (b) Permanent Account Number (PAN) issued by the Indian Tax Authorities
- (c) Bank Name and Account No. / NEFT No etc.
- (d) Service Tax Registration Number (In case of Consultant having an establishment in India)
- (e) An undertaking (in case of a foreign consultant) that the foreign Consultant does not have and is not likely to have during the tenure of the Contract a permanent establishment or a fix base in India.
- (f) In case the foreign Consultant has or likely to have a permanent establishment in respect of any financial year (April to March) during the tenure of this Contract, the foreign Consultant shall furnish a certificate issued under section 197 of the Indian Income Tax Act by the Indian Tax Authorities for determining the applicable rate of TDS.

11.2 In case the Consultant has an establishment in India, the Consultant shall submit the Cenvatable Invoice indicating the Fees and/or Hourly Fees payable and the amount of applicable Indian Service Tax and Cess payable thereon. In such situation, the Consultant having an establishment in India shall be responsible to deposit the Service Tax etc. with the statutory authority(ies) in India.



- 11.3 In case the Consultant does not have an establishment in India, applicable Indian Service Tax and Cess thereon shall be payable and deposited by GAIL with the statutory authority(ies) on behalf of the Consultant.
- 11.4 GAIL shall make the payment of invoices which is free from any deficiencies within thirty days (30 days) of receipt thereof from the Consultant.
- 11.5 All fees and expenses due as per the Contract shall be payable to the Consultant in the quoted currency. Currency once quoted shall not be allowed to change. Wherever it shall be necessary to determine the Indian Rupee equivalent of any foreign currency for the purposes of determining and making payments to the Consultant, the conversion shall be made at the latest RBI Reference rate as available / published one day prior to the date of payment(s).

12.0 GENERAL /PROFESSIONAL/OBLIGATIONS /CONDUCT

- 12.1 The Consultant shall perform the Services and carry out the obligations under the Contract hereunder with reasonable professional standard, diligence, ethics and in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced methods expected for such Services. The Consultant shall always act, in respect of any matter relating to the services, as faithful advisors to GAIL and shall at all times support and safeguard GAIL's legitimate interests in any dealings with the third parties.

13.0 INDEMNIFICATION, REPRESENTATIONS AND WARRANTIES

- 13.1 GAIL agrees to indemnify and hold harmless, the Consultant from and against all actions, claims, demands, proceedings, liabilities or judgments (collectively "Claims") and any and all losses, damages, costs (collectively "Losses") which relate to or arise directly from the Information provided by GAIL under the Contract. Such claim and/ or losses shall be reimbursed by GAIL in line with the resolution of dispute as provided under Clause 18.
- 13.2 The Consultant agrees to indemnify and hold harmless GAIL from and against all actions, claims, demands, proceedings, liabilities or judgements (collectively "Claims") and any and all losses, damages, costs (collectively "Losses") which relate to or arise directly from the opinion, recommendations, advice(s), provided by the Consultant under the Contract. Such claim and/ or losses shall be reimbursed by the Consultant in line with the resolution of dispute as provided under Clause 18.
- 13.3 In the event that the Consultant has the opportunity to settle any claim(s) with a third party, which in the opinion of GAIL has a bearing on the Contract and / or implication to GAIL, it will not do so without prior written consent of GAIL, which consent shall not be unreasonably withheld. GAIL will not agree to any settlement of, compromise or consent to the entry of any judgment in or other termination of any claim (each and collectively, a "Settlement") in respect of which indemnification could be sought hereunder unless (i) such Settlement includes an



unconditional release of each Indemnified Party from any liabilities arising out of such action and does not include any findings of fact or admissions of culpability as to the Indemnified Party and (ii) the Parties agree that the terms of such Settlement shall remain confidential.

- 13.4 The Consultant shall at all times keep GAIL informed of all material developments in relation to any claim, litigation, proceeding, investigation etc. in respect of which it is indemnified hereunder and shall consult with GAIL in good faith in relation thereto.
- 13.5 The Consultant hereby represents and warrants that the advice, recommendation, opinion, assistance, information or material provided by the Consultant shall represent the Consultant's best judgement on sound and rationale basis after due application of diligence on facts and material made available and provided by Seller and/or external consultants and or GAIL and or obtained by the Consultant that may be required for the Services and be correct, true, justified, realistic. The Consultant shall be liable for any loss to GAIL in case of any breach of above representation, save in cases where the Consultant has relied upon the information provided by GAIL and to the extent it is determined to be erroneous by a court of competent jurisdiction.
- 13.6 The Consultant hereby represents and warrants that after the Effective Date, it shall not take or fail to take any action which would affect the performance of its obligations under the Contract or may cause a conflict of interest in relation to the interest of GAIL and / or to the Contract including the Transaction. For member firms of the Consultant's group company which are not involved or to be involved directly or indirectly under the Services, the Consultant shall provide an assurance that it has in place policies and procedures to identify consider and manage potential conflicts of interest in relation to the Contract and shall keep GAIL informed about such conflict of interest before taking up any such assignment .

14.0 LIMITATION OF LIABILITY

- 14.1 Notwithstanding any other provisions, except only in cases of willful misconduct, gross negligence and criminal acts, neither the Consultant nor GAIL shall be liable to each other, in Contract, tort or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- 14.2 Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of either Party in respect of the Contract, whether in tort or otherwise, shall not exceed an amount of 50% (Fifty Percent) of the Fees and Hourly Fees (if applicable) actually paid to the Consultant by GAIL hereunder. In the event of any cost incurred by Consultant to re-perform its Services and / or to rectify deficient services, no additional cost shall be payable by GAIL.

15.0 TERMINATION

- 15.1 The Contract may be terminated by GAIL in the event of following events:



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- a) Inordinate delay in completion of Services by the Consultant, in spite of repeated reminders or notices by GAIL;
- b) Misrepresentation and submission of false information by the Consultant;
- c) Working against the interest of GAIL by the Consultant including its affiliates, employees, agents and advisors etc.
- d) Disclosure of confidential information to any third party in breach of terms of Contract and Confidentiality Agreement;
- e) The Consultant becomes insolvent or bankrupt or winding up proceedings are initiated against it or it enters into any agreement(s) for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation, receivership or restructuring, whether compulsory or voluntary;
- f) The Consultant is in material breach of its obligations pursuant to this Contract and has not remedied the same within fifteen days;
- g) The established team of Key Personnel is changed by whatsoever reason and the Consultant fails to replace the similar suitable qualified persons of equivalent expertise, experience and specialty to the satisfaction of GAIL.
- h) Breach of Representation and Warranty regarding conflict of interest.
- 15.2 On the happening of any event(s) mentioned in Clause 15.1 above, GAIL shall have the right but not the obligation to terminate this Contract by a written notice of fifteen (15) days to the Consultant. On termination of Contract as stated above, Consultant shall not be relieved from any of its obligations and liabilities accrued prior to the date of termination of the Contract.
- 15.3 Parties, for valid, genuine and reasonable reasons may mutually decide to terminate the Contract on mutually agreed terms. The Party desirous of termination will intimate the other Party conveying its intention to terminate with detailed reasons and enter into such discussions.
- 15.4 “In the event of termination of the Contract by GAIL on the grounds mentioned at 15.1 (a), (b), (c), (d), (f) and (h) mentioned above, the Consultant shall not be entitled for any Fees, Hourly Fees (if applicable) and Out of Pocket Expenses and shall refund all the amounts already paid to the Consultant by GAIL. In the event this Contract is terminated on the grounds mentioned at 15.1 (e), (g) and 15.3 above, for payment purpose, the Consultant shall be entitled to payment of Fees, Hourly Fees and Out of Pocket Expenses due on submission of deliverable(s) mentioned in the Contract and acceptable to GAIL, prior to the time of notice of termination.”
- 15.5 On the happening of any event(s) mentioned hereunder in Clause 15.5, the Consultant shall have the right but not the obligation to terminate this Contract by a written notice of fifteen (15) days to GAIL:
- (a) GAIL fails to comply with the payment obligations which is due as per the Contract, without any reason under this Contract within sixty days after receiving written notice from the Consultant that such payment is overdue;



- (b) GAIL is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by GAIL of the Consultant's notice specifying such breach.
- 15.6 In the event of termination by the Consultant on the grounds mentioned at 15.5 above, the Consultant shall be entitled to reimbursement of Fees, Hourly Fees and Out of Pocket Expenses as admissible up to the time of the notice of termination.
- 15.7 Upon termination of the Contract, all the data, information, material, records, documents, copies of opinions and advices, maps, tapes etc. received by the Consultant from or on behalf of GAIL in connection with the discharge of its obligations under this Contract shall become the sole and absolute property of GAIL and shall be returned by the Consultant to the GAIL within fifteen days (15) from the date of the termination hereof; with the exception of Consultant's existing intellectual property. Further, the Consultant shall not use the same in any manner and for any purpose whatsoever for a period of two (2) years from the date of termination.
- 15.8 For the avoidance of doubt, on termination of the Contract, Clause 4 (Confidentiality), 11 (Billing and Payment), 13 (Indemnification, Representation and Warranties) and 14 (Limitation of Liability) shall survive.
- 16.0 FORCE MAJEURE**
- 16.1 For the purpose of this Contract, "Force Majeure" means an event or circumstance or omission or any combination of events or circumstances that materially affects the performance of a Party including Seller of its obligations pursuant to the terms of Contract and which is beyond the reasonable control of a Party to perform its obligations as a prudent person and includes, but not limited to, an act of God, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 16.2 For avoidance of doubt, Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees and (ii) failure to pay any sum due.
- 16.3 If any condition of Force Majeure continues for a period in excess of Thirty (30) days, then either Party can seek to terminate this Contract by giving thirty (30) days written notice of the same to the other Party. In case of any such termination, the Consultant shall be entitled to payment of Fees, Hourly Fees, out of Pocket Expenses as admissible up to the time of notice of termination, except in cases, where such termination is prior to completion of the Phase (and the corresponding payment milestone) in which the Consultant is working.



17.0 GOVERNING LAW AND JURISDICTION

17.1 This Contract shall be governed by and construed in accordance with Indian Law. The Indian courts in New Delhi shall have the exclusive jurisdiction.

18.0 DISPUTE RESOLUTION [Refer cl.no.40 & 41 of ITB of Tender Document]

18.1 In the event of any dispute between GAIL and Consultant on any issues or differences or interpretation of any clause of Contract, efforts will be made to settle the same amicably mutually within 15 days of such issue or dispute. Failure to above, Consultant may refer the dispute to Settlement Advisory Committee [SAC], a GAIL Board approved conciliation mechanism (as hosted in GAIL's website www.gailonline.com). Parties agree that on settlement of dispute mutually before SAC, no party will agitate the same further at any forum.

18.2 In the event that a dispute is referred to and is not resolved before SAC, the parties agree that the agreement shall be subject to arbitration under the UNCITRAL Rules. Notwithstanding anything to the contrary in such rules, there shall be three arbitrators, one appointed by GAIL, one appointed by the Consultant and the third appointed by the other two arbitrators. The place of arbitration shall be New Delhi.

18.3 No proceeding of any arbitration proceedings shall be made public by either Party unless permitted by the arbitral tribunal in writing.

18.4 RELATIONS BETWEEN THE PARTIES

18.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between GAIL and the Consultant. The Consultant, subject to the terms of this Contract, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

19.0 MISCELLANEOUS

19.1 This Contract may be amended only by written instrument executed by the Parties. Except as provided in this Agreement, neither Party may assign or delegate any of its rights or obligations hereunder without the prior written consent of the other Party.

19.2 Whether or not the matter contemplated herein shall be completed, each of the parties shall (except as otherwise specifically provided therein) pay its own expenses incidental to the negotiation, preparation and execution of the Contract.

19.3 No waiver of any provision of the Contract, no consent to nor departure there from by either party shall be effective unless the same is in writing and such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given. No default or delay on the part of either party in exercising any rights, powers or privilege hereunder shall operate as a waiver thereof or any rights or remedies hereunder.

19.4 The Consultant shall not sub-contract or assign, in whole or in part its obligations to perform under this Contract, except with GAIL's prior written consent.

19.5 The language is English which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.



- 19.6 The Consultant including their personnel shall comply with all laws, regulations and requirements of local or other authority in the country where the work is to be performed to the extent that any provision of this Contract would cause any Party to violate or be penalized under the specified laws, that provision shall not apply, shall not be enforceable and shall not be interpreted as part of this Contract.
- 19.7 The Consultant shall, at no additional cost to GAIL, self insure or effect and maintain adequate insurance (including insurance to their personnel) to cover the liabilities of any kind and as may be required by any applicable governmental or other appropriate bodies. GAIL shall in no way take responsibility or liability on this account.
- 19.8 The Consultant shall be responsible for payment of all taxes, duties and charges (and any penalties thereon) assessed or levied by any appropriate Government authority.
- 19.9 All notices and other communications provided for and required under this Contract shall be given or made in writing or facsimile or by E-mail and delivered to the attention of the concerned person(s).

20.0 CONTRACT

The successful Consultant is required to execute an Agreement on non-judicial stamp paper of appropriate value as per proforma (Format F-9) within 10 days from the date of receipt of detailed Letter of Acceptance. The cost of stamp paper is to be borne by Consultant. The Agreement and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.



SECTION-V

Bidders Quality Assessment Schedule (BQAS)

Not Applicable



SECTION-VI

Special Conditions of Contract [SCC]

FOR INFORMATION ONLY



Special Conditions of Contract (SCC)

1.0 GENERAL

- 1.1. Special Condition of Contract (SCC) shall be read in Conjunction with the Standard Terms & Conditions, Schedule of Rates (SOR), Scope of Work (SOW), Specifications, drawings and any other documents forming part of this contract wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.2. Where any portion of the Standard Terms & Conditions is repugnant, to or at variance with any provisions of the SCC, unless a different intention appears, the provisions of the SCC shall be deemed to over-ride the provisions of the Standard Terms & Conditions and shall to the extent of such repugnancy, or variations, prevail.
- 1.3. Wherever it is mentioned in the specifications/SOW that the Contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4. In case of an irreconcilable conflict between Indian or applicable standards, SOW, Standard Terms & Conditions, SCC, SOR or Specifications the following shall prevail to the extent of such irreconcilable conflict in order of precedence.
 - i) Letter of Acceptance (LOA) along with Statement of Agreed Variations.
 - ii) Schedule of Rates (SOR) as enclosures of Letter of Acceptance.
 - iii) Special Conditions of Contract (SCC)
 - iv) Scope of Work (SOW)
 - v) Request for Quotation and Instructions to Bidders (ITB)
 - vi) Standard Terms & Conditions
 - vii) General Conditions of Contract
 - viii) Indian standards
 - ix) Other applicable standards

2.0 SPECIAL INSTRUCTIONS

- 2.1. In order to evaluate the opportunity as mentioned in Section-VII (Scope of Work/Terms of Reference), GAIL, on behalf of GAIL & ONGC, wishes to appoint a Consultant to undertake technical, legal and financial due diligence and Transaction advisory services for the potential opportunity.
- 2.2. Consultant may engage reputed third party(ies) for undertaking technical and legal due diligence studies. In such case, the Consultant has to provide details of such assignment to



Engineer-In-Charge (EIC) in GAIL and seek EIC's consent, which shall not be unreasonably withheld, before being assigned to third party(ies). Further, Consultant shall furnish to the EIC the details firms to be engaged along with scope of work and experience / expertise of the agency(ies) in the assigned job. EIC has every right to reject the services outsourced by the Consultant in case of non-satisfactory or any other material reason.

- 2.3. Notwithstanding any outsourcing as aforesaid and notwithstanding that EIC has the knowledge of any outsourcing, the Consultant shall be and shall remain solely responsible for the quality and expeditious execution of the assignment in all respects as if such outsourcing had not taken place, and as if such work had been done directly by the Consultant. The Consultant shall bear all responsibility for any act or omission on the part of outsourced agencies in regard to work to be performed under the Contract.
- 2.4. The Consultant is required to provide information and interact constantly with other consultants, if any, and provide the report on progress of job/work done by them.
- 2.5. In case of award of the contract for the subject job, the Consultant shall start the work only after getting 'go ahead' from EIC.
- 2.6.

3.0 MODIFICATIONS TO STANDARD TERMS AND CONDITIONS / GCC:

- 3.1. Clause no.9.1 of Section-IV stands modified to the extent as mentioned below:

Consultant shall pay any and all taxes which are payable in relation to the performance of the contract. The quoted price shall be inclusive of all such taxes (not limited to Corporate and personnel taxes etc. applicable in or outside India) except Goods and Service Tax (GST), if any, payable in India. The payment towards GST and statutory variation shall be made as per ITB.

- 3.2. Clause no.5.1 of Section-IV stands modified to the extent as mentioned below:

For the purpose of rendering the Services, the Consultant will establish a team of qualified experienced and expert individuals ("Key Personnel") from appropriate core expertise areas within its organization and its Group Companies. The list of Key Personnel as provided by the Consultant while submitting its offer to GAIL, shall form an integral part of the Contract (F-12). GAIL may permit Key Personnel from outside its organization in exceptional cases as permitted under the Contract. The Consultant shall be solely and exclusively responsible to GAIL for all acts of its team of individuals, affiliates, subsidiaries and members firms working on Services under the Contract.

4.0 FINANCIAL PROPOSAL / FEE



- 4.1. Lump sum fees for entire scope of work is to be quoted strictly as per the format provided in Schedule of Rates (SOR) Sl. No. 1. Consultant has to make visit to the site at its own cost. No out of pocket payment shall be made to the consultant for traveling / boarding / lodging.
- 4.2. GST thereon shall be payable extra at actual against documentary evidence. The Consultant should submit invoice as per GST Act to enable GAIL & ONGC to avail Input Tax Credit (ITC), if any.
- 4.3. The fees / rate have to be quoted in lump sum for the entire team engaged in the project.
- 4.4. The lump sum fee in SOR Sl. No. 1 should be inclusive of consolidated fees as per Scope of Work mentioned in the tender including out of pocket expenses within India, if any.
- 4.5. Bidders are required to refer Scope of Work, Terms of Payment, SOR, Special terms and conditions of the tender, carefully while filling up the prices in the SOR. The prices / rates are to be submitted strictly in the SOR failing which the bid is liable for rejection.

5.0 COMPLETION PERIOD

- 5.1. The time period for submission of reports by the Consultant shall be as under:
- 5.2. Draft Report for Part 1 of the scope of work covering all aspects stated in the scope of work for each asset based on information / data shared by the Seller in Information Memorandum, Management Presentation, data room, site visit(s) and public information - ***Within 3 weeks from the date of receipt of 'go-ahead' to undertake the job from EIC.***
- 5.3. Final Report for the Part 1 of the scope of work including observations / suggestions of GAIL/ONGC as communicated from time to time – ***Within 10 days from the date of receipt of comments from GAIL.***
- 5.4. Draft Report for Part 2 of the scope of work covering all aspects stated in the scope of work for each asset based on information / data shared by the Seller in Information Memorandum, Management Presentation, data room, site visit(s) and public information - ***Within 4 weeks from the date of receipt of 'go-ahead' to undertake Part 2 of Scope of Work from EIC.***
- 5.5. Final Report for the Part 2 of the scope of work including observations / suggestions of GAIL/ONGC as communicated from time to time – ***Within 10 days from the date of receipt of comments from GAIL.***
- 5.6. Part 3 is contemplated to be completed within 3 months post completion of Part 2.
- 5.7. Notwithstanding the time period as indicated above, the Consultant shall complete the job in time so as to meet the requirements set by GAIL from time to time.



- 5.8. Duration of the contract shall be till the GAIL & ONGC's Board decision on the opportunity or earlier, if GAIL & ONGC decide not to proceed with the opportunity.
- 5.9. 'Go-ahead' to undertake the job from EIC shall be given after release of Fax of Acceptance (FOA) based on the actual requirement of job. However, the maximum contract period shall be 12 months from go-ahead, with provision of further extension for a period mutually decided by GAIL and the Consultant on same rates and terms & conditions.

6.0 BILLING AND PAYMENT

- 6.1. 50% of all the invoices shall be paid by GAIL and remaining 50% shall be paid by ONGC. Accordingly, the Consultant has to raise two separate invoices to GAIL and ONGC for 50% of the amount due / milestone achieved.
- 6.2. Mode of Billing and Payment: The Consultant shall submit to GAIL & ONGC, in duplicate, separate invoices in respect of the fees and expenses payable by GAIL and ONGC as follows:
- 6.3. Lump sum Fee:

Sl. No.	Milestone	Amount
1.	Submission & Acceptance of draft report - Part 1	20% of Sl. No. 1 of SOR
2.	Submission & Acceptance of final report - Part 1	10% of Sl. No. 1 of SOR
3.	Submission & Acceptance of draft report - Part 2	20% of Sl. No. 1 of SOR
4.	Submission & Acceptance of final report - Part 2	10% of Sl. No. 1 of SOR
5.	Completion of review of documents / agreements, negotiation, etc. as specified under Part 3	20% of Sl. No. 1 of SOR
6.	Deal closure including signing of legal agreements / documents	20% of Sl. No. 1 of SOR

Notes:

- (1) Consultant shall make a presentation to the management of GAIL and ONGC on the outcome of the due diligence studies. Based on the outcome of due diligence studies, GAIL and / or ONGC shall decide to go ahead or not. If GAIL and / or ONGC does not pursue the opportunity after submission of all due diligence reports for Part 1 of Scope of Work by the Consultant, payment shall be limited to 30% only, after submission of final reports.



- (2) If GAIL and / or ONGC decides to pursue Part 2 and / or Part 3 of Scope of Work after submission of all reports by Consultant for Part 1, payments for Part 2 and Part 3 as mentioned at sl. no. 3, 4 and 5 in the above table shall be prorated to the Solar Power plant capacity being pursued further based on the capacity in MW (with base capacity as 2 GW).
- (3) If the deal is closed for part of Target, 20% payment as mentioned at sl. no. 6 in the above table shall be prorated limited to the Solar Power plant capacity for which deal is closed based on the capacity in MW (with base capacity as 2 GW).

7.0 EVALUATION METHODOLOGY:

7.1. The Bidders shall be required to quote the following:

- (i) SOR Item No. 1: Lumpsum fee as per Scope of Work, all inclusive
- (ii) Applicable rate of Goods and Service Tax (GST) thereon.

7.2. Price bids shall be evaluated based on lumpsum fee quoted by the bidder after considering input tax credit of GST. Job shall be awarded to the lowest evaluated bidder.

7.3. Bidder shall ensure timely submission of invoice(s) as per rules / regulations of GST with all required supporting document(s) to avail Input Tax Credit (ITC) of GST by GAIL & ONGC.

8.0 CONFLICT OF INTEREST

8.1. An additional clause 47.2 (f) is added in Section III (Instruction to Bidders) of Tender Document:

In case of any conflict of interest of any of the affiliate(s) / sub-Consultants of the Consultant, the Consultant shall maintain separation of it by Chinese Walls throughout the bidding / selection process and during the execution of the contract. However, if it is found that there is a conflict of interest as mentioned at clause 47.2 a., 47.2 b., 47.2 d., and 47.2 e. above, the bid of the Consultant or the Contract, as the case may be, shall be liable for rejection / termination without any prejudice to any other right(s) that the employer may have against the bidder / Consultant.

8.2. In case the consultant is not in a position to submit its bid due to conflict of interest, the same has to be informed to GAIL immediately with requisite information.

9.0 OTHER CONDITIONS

9.1. GAIL has the right to terminate the contract at any point in time. In such case, the payment to



be made to TA shall be limited to the job undertaken by TA at the point of termination of the contract.

- 9.2. GAIL has the right to keep the contract awarded to the Consultant 'Under Hold' for any reason and extend the overall completion period to that extent. However, such period shall not be unreasonably withheld.
- 9.3. GST no. of GAIL, New Delhi and ONGC, New Delhi shall be provided in Letter of Acceptance / Award which shall be used by consultant while raising their invoice.
- 9.4. The subject job is not split-able. The bidder should quote for all SOR items. Any bidder not quoting for any SOR item shall be liable for rejection.
- 9.5. At any point in time, if GAIL decides not to pursue and ONGC wants to pursue the opportunity, the contract awarded to Consultant by GAIL may be assigned to ONGC, with same rate and terms and conditions. Efforts put-in by the Consultant till that point-in time shall be jointly evaluated by GAIL, ONGC and the Consultant. Payment towards the efforts made by the Consultant shall be made by GAIL & ONGC. Upon assignment of the contract and release of payment by GAIL & ONGC, GAIL's liability towards the Consultant shall be over and the Consultant shall issue a No Claim/Dues Certificate in favor of GAIL.
- 9.6. After the assignment of contract, ONGC may avail the services of Consultant as is where is basis. Expenditure towards efforts made by Consultant after the assignment shall be paid only by ONGC.
- 9.7. However, if there is any dispute with Consultant prior to the assignment of contract to ONGC, the same shall be settled with the Consultant by ONGC in discussion with GAIL upon assignment. The payments towards the settled amount shall be made by GAIL & ONGC.
- 9.8. At any point in time, if ONGC decides not to pursue and GAIL wants to pursue the opportunity, GAIL may continue to avail the services of Consultant. Efforts put-in by the Consultant till that point-in time shall be jointly evaluated by GAIL, ONGC and the Consultant. Payment towards the efforts made by the Consultant shall be made by GAIL & ONGC. Expenditure towards efforts made by Consultant(s) after this decision shall be fully paid by GAIL. However, if there is any dispute with Consultant(s) prior to this decision, the same shall be settled with the Consultant(s) by GAIL in discussion with ONGC. The payments towards the settled amount shall be made by GAIL & ONGC.

10.0 LIST OF KEY PERSONNEL

- 10.1. List of key personnel has to be submitted by the Bidder as per Form No. F-12 of Tender Document.



11.0 PAYING AUTHORITY FOR GAIL AND ONGC:

All payments against the contract for GAIL's share shall be released by GAIL, New Delhi and for ONGC's share shall be released by ONGC, New Delhi.

However, respective invoices shall be sent by the Consultant to Executive-in-Charge (EIC) of the contract in GAIL and to Authorized Official in ONGC for verification and certification.

12.0 PRICE REDUCTION SCHEDULE – Not Applicable

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SECTION-VII

Terms of Reference / Scope of Work

FOR INFORMATION ONLY



1. INTRODUCTION

- 1.1. GAIL (India) Limited ('GAIL') is India's principal gas transmission, distribution and marketing company. It has diversified into gas processing, petrochemical, renewables and other integrated energy businesses.
- 1.2. Oil & Natural Gas Corporation Limited (ONGC) is India's premier E&P National Oil Company and has diversified into midstream and downstream business, and also has its presence in power and renewables space.
- 1.3. A leading player in Renewable Energy (RE) sector in India ("RE Company") is planning to implement Integrated Renewable Energy Project (IREP) in Andhra Pradesh. IREP includes co-located integrated development of Wind, Solar and Hydro Pumped Storage capacities.
- 1.4. RE Company has offered a proposal to GAIL & ONGC for development of 1 GW Solar Power plant each on Built, Own, Finance, Operate and Transfer basis (referred as "Project") which are co-located with clear demarcation within IREP.
- 1.5. GAIL & ONGC are exploring the opportunity of setting up upto 1 GW Greenfield Solar Power plant each (i.e. 1 GW to GAIL and 1 GW to ONGC). In this regard, GAIL & ONGC wish to jointly evaluate the opportunity of setting up upto 1 GW Solar Power Plant each. However, in case the opportunity is found to be techno-commercially feasible, GAIL & ONGC shall be independently setting up upto 1 GW Solar Power Plant each, subject to their respective Board approvals.
- 1.6. In order to evaluate the opportunity, GAIL, on behalf of GAIL & ONGC, wishes to appoint a Consultant to undertake technical, legal and financial due diligence and Transaction advisory services for the potential opportunity.

2. SCOPE OF WORK

- 2.1. The Consultant shall undertake all activities that may be required to evaluate all aspects of the opportunity. Consultant to carry out technical, legal & financial due diligence and Transaction Advisory services for the potential opportunity.
- 2.2. The scope of work is divided into three Parts i.e. Part 1, Part 2 and Part 3 as below:

Part 1: General study of the Project and Power Sector



Part 2: Due diligence for Solar Power Capacity as decided by GAIL and/or ONGC

Part 3: Review / finalization of agreements / documents to be executed with RE Company for implementation of the Solar Power plant

The detailed scope of work for Part 1, Part 2 and Part 3 is enclosed as Annexure 1, 2 & 3 respectively.

- 2.3. The 'go ahead' for the Part 2 and Part 3 of the scope of work will be given in writing after in-principle approval from the management of GAIL and ONGC based on the outcome of the report of Part 1 and / or Part 2 of the scope of work, as applicable. Further, while giving 'go ahead' for the Part 2 and Part 3 of the scope of work, Solar Power plant capacity (maximum 1 GW each for GAIL and ONGC) for which due diligence study is to be undertaken under Part 2 and Part 3 shall be intimated. It may be noted that payment for Part 2 and Part 3 shall be prorated to the Solar Power plant capacity being pursued further based on the capacity in MW (with base capacity as 2 GW).

3. DELIVERABLES

- 3.1. Consultant shall prepare and submit the following reports from time to time. The following reports are by way of illustration and not an exhaustive list. Consultant shall prepare and submit, in addition to the following reports, any other reports as may be required on the subject as desired by GAIL & ONGC:
- (i) Separate draft report for Part 1 & 2 of scope of work covering all aspects stated in the Scope of Work based on independent evaluation, information / data shared by RE Company, site visit(s), public information, independent market intelligence, etc. The report should provide clear recommendation based on IRR, associated risks, risk mitigation measures, etc.
 - (ii) Separate final Report for both Part 1 & 2 of scope of work including observations / suggestions of GAIL & ONGC as communicated from time to time.
 - (iii) Dynamic base financial model in a workable mode shall be provided by Consultant and explained to GAIL & ONGC. The report will, inter-alia, include financial analysis of the proposed investment, return on Project and equity, payback period, NPV, profitability index, Cash Flow Statement(s), sensitivity analysis, etc. It may be noted that separate financial models may be required to be developed / provided to both GAIL & ONGC on exclusive basis considering financial assumptions of both the parties.



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- (iv) Report for Part 3 of scope of work including Condition Precedent(s) for the transaction, Consultant's recommendation, etc.
 - (v) Discussion / Negotiation with RE Company along with GAIL and / or ONGC.
 - (vi) Review of all Agreements related to the opportunity.

3.2. Consultant needs to make presentations to the management / Board / Board Sub-Committee of GAIL & ONGC at their respective offices in New Delhi or any other location in India as decided by GAIL & ONGC on the outcome of due diligence studies and recommendation during Part 1, Part 2 as well as Part 3.

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Annexure: 1

Part 1 of Scope of Work

1. Consultant to make site visit, review entire IREP and give independent recommendation on the overall feasibility of IREP.
2. Review and analysis Feasibility Report / Project Report any other report(s) as shared by RE Company. Provide observations on the reports including key issues, risks, gap analysis, etc. based on the Project location.
3. Due diligence of RE Company including ownership structure, etc.
4. Review the order received / Power Purchase Agreement (PPA) signed by RE Company for supply of power including the possibility of entering into tri-patriate agreement.
5. Review of Government Orders, permissions, approvals, etc. received by RE Company.
6. Review of land in the possession of RE Company.
7. Based on the review of above agreements / documents, consultant to give its independent recommendation regarding the capacity of Solar Power plant that can be technically and legally installed within the IREP
8. Review, analyze and report on certain market factors in power sector including but not limited to: Projections for power demand in the next 10 years, Impact of privatization of Discoms, Competitiveness of RE power with other sources of power, likely status of Discoms / Power producers in future etc.
9. Review / analyse, advise and report about probability of Government of Andhra Pradesh not honoring PPA with SECI and mitigation measures available thereafter.
10. Analyse, advise and report on credibility of RE Company: (i) Owners & Shareholders, (ii) Group Companies (iii) business profile (iv) past record / activities performed in last 10 years.
11. Review, analyse, advise & report on financial position of RE Company, reporting of any stress from investors, financing arrangements etc.



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12. Review, analyse, advise & report thoroughly about Build, Own, Operate & Transfer (BOOT) model, associated risks & rewards, applicability in current market, applicability for GAIL / ONGC, market precedents, etc.
 13. Analyse, advise & report about reasons for RE Company is not going ahead on its own but wants to involve GAIL / ONGC in IREP and providing assured returns, analysis of risk and reward matrix.
 14. Analyse broadly and advise about the feasibility of proposed Equity IRR on long term, key parameters impacting the returns, etc.
 15. Analyse the prospects of funding by financial institutions / banks for the Project with the support from GAIL / ONGC.
 16. Review, analyse, advise & report on all such documents / aspects that are reasonably required as part of due diligence.
 17. Review incentives provided by State and Central Government to the Project, if any.
 18. Report tax / fiscal incentives available to the Project, if any.



Annexure: 2

Part 2 of Scope of Work

Technical Due Diligence

1. Solar Conditions Assessment and Generation Potential
 - a. Elaborate solar assessment and energy yield calculation for the Project, including explanation of loss factors and quantification of uncertainty levels
 - b. Projection of power production by latest modeling software used in the industry: estimate of gross and net energy production for P50, P75, P90, P95, and P99 conditions
 - c. Other meteorological conditions effecting energy yield of solar projects
 - d. Review and analysis of historical production data at a nearby plant, comparison of historical generation with projections along with explanations for deviations, if any
 - e. Compare the projections / data provided by RE Company with the projections made by the Consultant and analysis of the reasons of differences
 - f. Provide its final recommendation of the power production for GAIL / ONGC consideration
2. List out and review various permits and licenses required for the Project and also review the one's already taken by IREP and identify the gaps, if any
 - a. Land use permit and / or land lease agreement, updated status on requirement of land for 1-2 GW solar project, current availability of land and status of land acquisition process
 - b. Installation, production and operation permits
 - c. Environmental Impact Assessment (EIA) and environment clearance
 - d. Other permits and licensee as required for such projects
3. Review of EPC cost as provided by RE Company and comparison with Industry standard
4. Review of the proposed O&M cost by RE Company, escalations, etc. and comparison with Industry standard
5. Suggest areas where reduction in cost is possible

Legal Due Diligence

1. Review / analyse various agreements / contracts entered into by RE Company with different agencies for implementation of IREP, but not limited to the following:
 - a. Power Purchase Agreement(s)



- b. Land lease agreement / sale deeds etc. and ownership of land / Project property
 - c. Agreement for water
 - d. Licenses / approvals for IREP
 - e. Any other relevant contracts / agreements
2. After analyzing the above contracts / agreements, provide independent views / opinion on the issues, risks and risk mitigation measures, if any

Financial Due Diligence / Transaction Advisory Services

1. Lead, co-ordinate overall investment evaluation aspects and advise on the Planning, Strategy, Structure, etc.
2. Analyse, advise and report about modalities to be built in with RE Company for payment security (watertight agreements, escrow account etc.)
3. Review / analyse in detail, advise and report about feasibility of proposed Equity IRR in long term, key parameters impacting the returns etc.
4. Review and analyze financial soundness by considering financials of RE Company for the last 3 years in order to ascertain the capability to provide O&M and EPC services
5. Based on public information / intelligence of Consultant and information provided by RE Company / GAIL / ONGC, Consultant shall carry out financial appraisal which will include development of a detailed financial model including sensitivity and scenario analysis. Consultant shall share the outputs and decision variables with GAIL & ONGC. Consultant shall prepare separate financial model(s) and associated assumptions for GAIL and ONGC each which will be exclusive for GAIL & ONGC and shall not be shared amongst them by Consultant.
6. Undertake comparable analysis to the precedent transactions for similar type in India based on information available in the public domain considering historical and current capex etc.
7. Report various tax provisions involved in the Project / transaction
8. Suggest debt: equity ratio, equity IRR, Project IRR, Dividend IRR based on industry standards
9. Suggest financing mechanism for the Project



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10. Review various risks associated with the opportunity and suggest the risk mitigation mechanisms and cover these aspects in the valuation
 11. Consultant shall prepare and submit various reports / opinions and make presentation to GAIL/ONGC Management / Board / Board Sub-Committees / GAIL/ONGC's Partner / regulatory agencies as required by GAIL/ONGC from time to time

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Annexure: 3

Part 3 of Scope of Work

1. Review / analyse various agreements and contracts to be entered into with RE Company for implementation of the Solar Plant but not limited to the following:
 - a. Power Purchase Agreements (PPA) to be entered by GAIL / ONGC with RE Company for Solar Plant but not limited to following aspects:

Allocation of Capacity, Transmission / Wheeling of Electricity, Scheduling, Declared Capability / Capacity, Transmission Arrangement, Metering Arrangement, Metering Methodology, Energy Accounting, Tariff, Tax on Income, Other Taxes, Levies, Duties, Royalty, Cess etc., Billing and Payment, Rebate and Late Payment Surcharge, Establishment of Letter of Credit (LC) and Payment Security Mechanism, Third Party Sales, Settlement of Dispute, Arbitration, Force Majeure, Implementation of the Agreement, Notice, Effective Date and Duration of Agreement, Compliance of the regulatory guidelines in the PPA's entered into by RE Company, legal sustainability of PPAs
 - b. Land lease agreement / sale deeds etc. and ownership of land / Project property
 - c. EPC Contract
 - d. Operations and Management Contract
 - e. Agreements for receipt, transfer and storage of solar energy and other products
 - f. Any other contracts / agreements
2. Consultant shall act as an interface for discussion between GAIL, ONGC, RE Company and its Advisors and shall provide necessary assistance during negotiations including not limited to:
 - Advise GAIL & ONGC in respect of strategies and tactics for finalizing the transaction
 - Discussion and negotiations
 - Consultant shall prepare all offers, complete in all respect, to be submitted by GAIL/ONGC, including price, commercial terms, representations / warranties, caveats, etc.
3. Consultant shall analyse, report and advise from tax, risk and limitation of liability perspectives etc., and recommend suitable structure, i.e. whether investment should be done directly by



GAIL/ONGC or any other existing / new entity / SPV floated by GAIL/ONGC and update financial model accordingly.

4. Consultant shall advice GAIL & ONGC on structuring of transaction considering most tax-efficient structure.
5. Consultant shall advice GAIL/ONGC in any proceedings relating to regulatory and shareholder approvals
6. To safeguard the interest of GAIL & ONGC, Consultant shall prepare a separate Condition Precedent(s), including provisions for requirement of bank guarantee / performance guarantee; for PPA, EPC and O&M services contract(s).
7. Consultant shall assist GAIL/ONGC in planning / structuring of proposed transaction, strategy to be followed, etc. for GAIL and ONGC each. Such transaction specific details will be exclusive for GAIL & ONGC and shall not be shared amongst them by Consultant.
8. Consultant shall prepare and submit various reports / opinions and make presentation to GAIL/ONGC Management / Board / Board Sub-Committees / GAIL/ONGC's Partner / regulatory agencies as required by GAIL/ONGC from time to time.
9. Assist in negotiation and finalization of these agreements / contracts to protect the interest of GAIL & ONGC
10. Consultant shall assist in closing the transaction upon successful negotiations
11. The closing of deal shall be considered on the day when all definitive and binding Transaction Agreements including the PPA, etc. are signed with the RE Company / any other party relating to the Project (including those required as per statutory requirement of appropriate laws) and GAIL and/or ONGC becomes a lawful entity to install and operate the solar power plant within the IREP.

SCHEDULE OF RATES (SOR)

SECTION-VIII

Tender no.GAIL/ND/C&P/BD/TA315/2020

Subject: Transaction advisor for evaluation the opportunity of setting up solar power plant proposed as integrated renewable energy project (IREP) in Andhra Pradesh.

Name of Bidder

Sl.No.	Item Description	Unit of Measurement	Rate inclusive of all taxes & duties but excluding Goods and Service Tax (GST) [in Rs.]		Service Accounting Code (SAC)/HSN no.
			In Figures	In Words	
A	B	C	D	E	F
1	Lump sum fee for Consultancy Services as per Scope of Work of Tender Document	Lumpsum			
		Total amount inclusive of all taxes & duties but excluding GST [in Rs.]		0	
		Rate of GST in Percentage(%)			
		Amount of GST [Rs.]		0	
	Total amount inclusive of all taxes & duties and GST [in Rs.]			0	

Notes:

(i) The quoted charges shall be inclusive of all taxes & duties as mentioned in tender document except Goods and Service Tax (GST). Input Tax Credit (ITC) of GST shall be considered for evaluation. The bidder is required to read the complete Tender Document including Scope of Work, terms of payment and SCC while quoting.

(ii) Bidders are required to quote prices in the price bid and to submit in the specified e-mail ID i.e. pricebid_TA315@gail.co.in . However, bidders are required to submit copy of this format duly signed along with un-priced bid with prices blanked out (and written "Quoted" against the same) in support of having submitted prices as per the format.

(iii) Bidders are advised not to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

(Signature & Seal of Authorized Signatory)	
Name :	
Designation	
Place:	
Date:	