

**F. No 4(26)/2017-DIPAM-I**  
**Engagement of Advisors for Strategic sale of the Government of India’s existing 51.11% of total paid up equity shareholding in Hindustan Petroleum Corporation Limited (HPCL) to Oil and Natural Gas Corporation Limited (ONGC) along with transfer of management control - Request for Proposal**

**Clarifications on key issues raised by prospective bidders during the pre bid meeting held on 3.8.2017 in DIPAM**

Sl. No.	Query	DIPAM’s Comment
1	E-data room requires service of separate e-data room service providers. As sub-contracting is not allowed as per RFP, please clarify if the e-data room service provider will be appointed separately by DIPAM?	E-data room expenses will be borne by the department and <b>not by the Advisors.</b>
2	How will there be level playing field with potential bidders who cannot participate or work in Capital Market?	The understanding of the Capital market is needed.
3	<b>Scope of Work (Page 3 &amp; 4):</b>  Preparation of Transaction Agreements is normally in the scope of the legal adviser to the transactions, and inputs for financial adviser are limited to commercial aspects. Kindly confirm if this understanding is correct for this tender?	The scope of work of TA and LA specified in respective RFP. However, TA and LA will work in tandem.
4	<b>Certificate for experts (Page 6):</b>  What is considered sufficient expertise in areas for 6.1 (f), e.g. does the “Expert in drafting of transaction documents” need to have a legal background by education, or is experience in assisting clients and their lawyers in preparation of such documents in the past sufficient ground for expertise?	Hands-on experience in drafting of transaction documents in past is required. Furnishing an undertaking will suffice.
5	<b>Performance Guarantee (Page 6) of 5 Cr. To be provided:</b>  Kindly elaborate on the scenarios in which the PG may be invoked? Is it only in case of breach of integrity and ethics clause? – page 42	Performance Guarantee is to be invoked in case of breach of any of the conditions of RFP, appointment letter or the agreement signed with the advisor.
6	Please confirm that the term “Asset Valuer” does not refer to the financial Adviser but refers to some third party that GoI may appoint, at its discretion.	Yes.
7	Is the authorization letter required in case a member of Board of directors of the advisor signs the papers?	Yes.

8	Please confirm that the Bidder is free to take any assignment with any company including Competitors of the Company, so long it does not present a conflict of interest. E.g. advising any of the Indian oil companies on overseas acquisition of upstream assets	The prescribed guidelines on conflict of interest may please be referred.
9	To what extent is detailing required in preparing IM and Financial Model, as the buyer is already identified?	Identified buyer is to be provided all the information/ documents, as is required in a normal transaction of strategic sale.
10	The role of the Advisor is to be limited till the completion of Transaction? The fees quoted are for completion of the transaction work and should not require advisors to consider anything after the completion of the transaction.	Fees will be paid on receipt of proceeds, on closure of the transaction. However, the services of advisors will be required on continuous basis, if need be, so as to answer any query from CAG/CVC/Courts, related to said transaction.