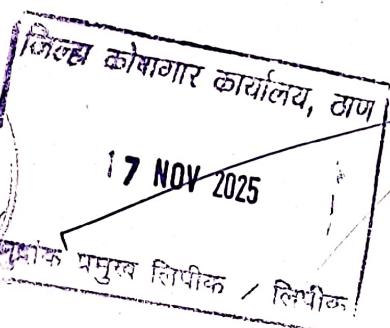


महाराष्ट्र MAHARASHTRA



स्थान पुकार- ० 2025 नंदणी करणार आणे का ?  
दृष्ट नंदणी करणार आणे का ?  
मुद्रांक विक्रित घेण्यावे नाय- होय/नाही

स्त्रा व सही- R.H. 6, Sumangal C.H.S. Ltd.,  
दुसऱ्या पदकाराचे नाय- Sector-2 B, Airoli,

मुद्रांक शुल्क रद्दकर्म- Navi Mumbai-400 708  
मुद्रांक विक्रित्यावरीसही- (दि. श्री. कलूजार),  
मुद्रांक विक्रित्यावरीसही- (दि. श्री. कलूजार),

मुद्रांक विक्रित्यावरीसही- (दि. श्री. कलूजार),  
मुद्रांक विक्रित्यावरीसही- (दि. श्री. कलूजार),  
जय किसन, एरोली, नवी मुंबई. नो.: ९३२२२४४६४४६  
गरवाना मुद्रांक द्रव्यमांक- ६/१२

अग्रिम कारणासाठी ज्यांनी मुद्रांक खरेवी केली त्वांची तात्पुरता साठी  
मुद्रांक सर्वी केल्यावर इ. मुद्रिकानं तात्पुरता साठी

AGREEMENT

SAMABHAVANA -NGO registered under Charity Commissioners Office Mumbai, having its Principal office registered at (6, Sumangal Co Op Housing Society, Sector 2, Airoli, Navi Mumbai-400708) hereinafter referred to as NGO. OR the SECOND PARTY), which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of SECOND PARTY.

Whereas GAIL, under its Corporate Social Responsibility activities, has agreed to financing the below mentioned project(s) of the Second Party, an organization which has the necessary infrastructure, expertise and experience required for carrying out conducting and providing facilities for (Mini Science Centre)

**Objective:** Empowerment of aptitude of children

**Specific Objectives:** Ignite Scientific interest in children so that –

- Aptitude developed.
- Difficult subjects like Science & Math's are made fun & easy.
- Discovery is a regular process.
- Scientific knowledge provided for day-to-day understanding.

25/11/25



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**Corporate Social Responsibility Agreement**

GAIL\CSR\FY2025-26\Mini Science Centre\SAMABHAVANA\29-11-25\ SI No.

**GAIL (India) Limited**

**Corporate Social Responsibility**

**SAMABHAVANA**

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**Corporate Social Responsibility Agreement**

GAIL\CSR\FY2025-26\Mini Science Centre\SAMABHAVANA\29-11-25\ SI No.

**TABLE OF CONTENTS**

Section	Clause	Sub	Particulars	Page No.
I	1	1.1	<b>Construction of the Agreement</b>	5
			<i>The Agreement shall be governed by and construed in accordance with the laws of INDIA.</i>	
	2		<b>Instructions and approvals</b>	
		2.1	The PROJECT shall be implemented by the NGO/Govt.Org/Company/Society/Agency etc. in accordance with the Project Implementation Plan and Scope of work as set out in <b>Schedule I</b> (Schedule I shall be prepared separately which shall be part of this Agreement and the same may contain detailed project implementation plan and scope of work of each project)	5
		2.2	No variation in the Project implementation plan shall be allowed.	6
		2.3	No additional funds in respect of work done outside the scope of work.	6
	3		<b>General provisions</b>	6
		3.1	No employer and employee relationship or principal and agent between <b>GAIL</b> and the <b>SECOND PARTY</b> .	6
		3.2	Responsibility of the Second Party for all acts and omissions of its staff and any persons,	6

DD/MM/YY~

November 25, 2025



	<b>6.3</b>	GAIL shall reimburse funds to the <b>SECOND PARTY</b> to meet approved expenses related to the said <b>PROJECT</b> up to date of termination (the relevant date).	7
	<b>6.4</b>	In the event of excess disbursement to the <b>SECOND PARTY</b> , GAIL shall demand and recover the same & <b>SECOND PARTY</b> liable to refund.	7
7	<b>7.1</b>	<b>Force Majeure:</b> War, civil commotion, fire, flood, riot or any event beyond the control of the parties.	7
	<b>7.2</b>	Suspension, the reasons for the suspension still remain, GAIL and the <b>SECOND PARTY</b> shall treat the Agreement as terminated.	8
8		<b>Settlement of disputes</b>	8
	<b>8.1</b>	The matter in dispute shall be referred to the concerned Director In-charge for CSR of GAIL.	8
	<b>8.2</b>	Disputes subjected to the jurisdiction of the Courts in Delhi only.	8
9		<b>Evaluation:</b>	8
	<b>9.1</b>	Evaluation of the impact and cost effectiveness of the Project.	8
10		<b>Conflict of Interest</b>	8
	<b>10.1</b>	Neither the <b>SECOND PARTY</b> , its personnel nor agent shall engage in any personal business or professional activities, either during the course of or after the termination of this Agreement, which conflict with or could potentially conflict with the object of the Project.	8
	<b>10.2</b>	Subject to clause 10.1 above, notify GAIL of any such conflict and take remedial measures to ensure project completion.	8
11		<b>Disclosure of information, Intellectual Property Rights and Official Securities Act</b>	8
	<b>11.1</b>	Non-disclosure of confidential information arising from the agreement.	8
II	1	<b>Priced Bill and Mode of Funds requisition and Disbursements (As per the break up )(Tick applicable payment plan.)</b>	9
	<b>1.1</b>	Payment Plan A - for all Programmes such as camps, vocational training, etc. and for all programmes not covered under the payment plan.	9
	<b>1.2</b>	Payment plan A 1-for undertaking fresh and exclusive construction activities	9
	<b>1.3</b>	Payment plan B- for outright purchase of Vehicle/Motorized vehicles:	10
	<b>1.4</b>	Payment plan C for purchases of Capital items: e.g. Furniture, medical equipment, Solar heater, computer, sewing machine, Tricycles etc.) /, blankets.)	10

DD/MM/YY~

November 25, 2025



2	<u>Funds requisition: Funds requisition to be made</u>	10
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All Funds requisitions shall be endorsed as follows:

"Certified that the amounts mentioned in this Funds requisition Application are required wholly and necessarily for the purpose of The Project (Name of the project to be mentioned here) and the same have not been claimed before from GAIL or any other entity. It is also certified that this project has not been executed earlier".		
3	<u>Disbursements:</u> The funds disbursements shall be made in Indian Rupees through e-banking of SBI or ICICI or HDFC.	11
III	1.1 <u>Accounts, Records and Audit</u> Maintenance of all accounting records and documents of the project and facilitate the Audit .	12
1.2	<u>Annual audited accounts of the project :</u> SECOND PARTY will submit annual audited accounts of the project .	12
1.3	<u>Refund of Unutilized/Unspent Funds:</u> Any unspent amount from the Project on completion of the project shall be refunded to GAIL.	12
1.4	<u>Equipment/Fixed Assets:</u> Maintenance of inventory of fixed assets by SECOND PARTY.	13
1.5	<u>CSR Project Sustainability</u>	13
IV	<u>General Conditions:</u>	14
1.	The Scope of work , Implementation plan of the project, to be detailed and defined in <u>Schedule I</u> of Section I, Clause 2(2.1) of the Agreement for each programme separately.	14
2.	The payment schedule will be different for different categories of activities/programmes/projects. Applicable payment plan to be selected from "Section II: Priced Bill and Mode of Payment, Funds requisition and Disbursements(As per the break up ) (Tick applicable payment plan.)" of the Agreement.	14
3.	Payment Plan B- for outright purchase of Vehicle/Motorized vehicles .The vehicles registration certificate to be endorsed from RTO that the vehicles are not to be sold, transferred without the permission of GAIL.	14
4.	Payment Plan C for purchases of Capital items: eg. Furniture, medical equipment, Solar heater, computer, sewing machine, Tricycles etc.) /,blankets.)	14
5.	Payment Plan A - for all programmes such as camps, vocational trainings, etc. and for all programmes not covered under the payment plan.	14
6.	Payment Plan A 1-for undertaking fresh and	14

DD/MM/YY~

November 25, 2025



**Corporate Social Responsibility Agreement**

GAIL\CSR\FY2025-26\Mini Science Centre\SAMABHAVANA\29-11-25\ SI No.

	exclusive construction activities.	
7.	The <b>GAILs CSR Co-ordinating team</b> for each project to be mentioned.	14
8.	The <b>Monthly progress</b> report along with fund utilization certificate & copy of Invoice wherever applicable to be submitted by the <b>SECOND PARTY</b> as defined in <b>Section II of the Agreement prior to release of each installment</b> . The quarterly progress report supported with photographs of the programme/project will be submitted by the <b>SECOND PARTY</b> .	14
9.	<b>The FINAL Comprehensive Completion Report</b> of the programme/project will be submitted by the <b>SECOND PARTY on completion of the programme.</b>	14
10.	<b>Beneficiary report</b> category wise to be submitted by the <b>SECOND PARTY</b> at the end of the program.	15
11.	Inspection of the project by the <b>GAILs CSR Co-ordinating team</b>	15
12.	Applicability and non-applicability of Income Tax Exemption certificate in Form 80 G /35 AC Certificate and its submission.	15
13.	Appointment of Coordinator by the <b>SECOND PARTY</b> .	15
14.	Telephone number of the Coordinator & website address.	15
15.	Brand image and visibility of GAIL's contribution and inauguration.	15
16.	Publicity in internal publication and local dailies.	15
17.	Termination of the agreement.	15
18.	<b>SECOND PARTY not to receive any dual contribution / funding for the project as financed by GAIL.</b>	15
19.	No switch over/ change of approved program from one to another will be permitted.	16
20.	Indemnify GAIL of all charges, claims, taxes, disputes etc. if any. <u>Photography:</u> Expenditure on photographs & videography and other related material . <u>Signatories:</u> In witness whereof, the parties hereto have caused this agreement to be signed. <u>FORMATS</u>	16
	<b>FCSR 1.1 SCHEDULE I</b>	17
	<b>FCSR 1.2 Funds requisition Application</b>	19
	<b>FCSR 1.3 Fund Utilization Certificate</b>	20
	<b>FCSR 1.4 Monthly Report Format</b>	21

X-X-X-X

DD/MM/YY~

November 25, 2025



  
Corporate Social Responsibility Agreement

GAIL\CSR\FY2025-26\Mini Science Centre\SAMABHAVANA\29-11-25\ SI No.

**AGREEMENT**

**SAMABHAVANA -NGO** registered under Charity Commissioners Office- Mumbai, having its Principal office registered at (6, Sumangal Co Op Housing Society, Sector 2, Airoli, Navi Mumbai 400708) hereinafter referred to as NGO. OR the SECOND PARTY), which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of SECOND PARTY.

Whereas GAIL, under its Corporate Social Responsibility activities, has agreed to financing the below mentioned project(s) of the Second Party, an organization which hasthe necessary infrastructure, expertise and experience required for carrying out conducting and providing facilities for (**Mini Science Centre**)

**Objective:** Empowerment of aptitude of children

**Specific Objectives:** Ignite Scientific interest in children so that –

- Aptitude developed.
- Difficult subjects like Science & Math's are made fun & easy.
- Discovery is a regular process.
- Scientific knowledge provided for day-to-day understanding.
- Possibly a steppingstone for career in Science & Maths.
- Parents feel secured of their children's future

(**Mini Science Center**) (hereinafter referred to as the Project)

25/11/25



reasons for termination may be related in terms of the followings;

- 5.1 In the event of unsatisfactory performance of the project by **SECOND PARTY**, GAIL may, at its sole discretion and at any time, terminate the agreement and inform the **SECOND PARTY** of its decision in writing which shall be final and binding on both the parties. The Agreement shall stand terminated on the date as mentioned in the written communication. Unsatisfactory performance include:-
- 5.2. In the event of unsatisfactory performance of the project by the **SECOND PARTY** for any reason such as incomplete work done/ no progress in the work found/ work not being implemented as specified under **Schedule I** of this Agreement (Implementation Plan and scope of work of each project) etc. or non-performance of any obligation under this Agreement.
- 5.3 In the event, when the second party is found involved in any manner or form in corrupt practices or misappropriating the funds/ Assets, which belongs to, or has been marked for the Project activities and GAIL has sufficient grounds to believe so.
- 5.4. In the event of violation of any of the provisions specified in various clauses of this agreement and Terms of Reference that lead to a conflict which may affect the objectives of the programme, at any time of Agreement period.

#### **6. Contractual Obligations**

- 6.1 The **SECOND PARTY** shall not be entitled to payment of any amount or by way of compensation for termination of the Agreement for the causes mentioned above under clause 5.
- 6.2 The **SECOND PARTY** shall submit full accounts of the project in writing taking into account all receipts and payments and commitments incurred for the purposes of the Agreement and the termination. GAIL or its representative may carry out an audit of the Project along with the expenditure of accounts.
- 6.3 GAIL shall provide funds to the **SECOND PARTY** to meet approved or agreed expenses of the Programme and commitments related to the said PROJECT up to date of termination (the relevant date).
- 6.4 In the event of excess disbursement to the **SECOND PARTY**, GAIL shall demand and recover from the **SECOND PARTY** such excess disbursements and the **SECOND PARTY** would be liable to refund the excess disbursements within a period of 30 days of ascertainment of the final amount.

#### **7. Force Majeure:**

- 7.1 If the performance of the Agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of **force majeure**, which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightning or other natural physical disaster; restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Agreement by the second party any event beyond the control of the parties to the Agreement, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the Agreement. From the date of the notification, GAIL shall at its discretion, either terminate the Agreement forthwith or suspend the performance of the Agreement for a period not exceeding 6 months.

7.2 If at the expiry of the second period of suspension, the reasons for the suspension still remain, GAIL

25/11/25



and the **SECOND PARTY** shall treat the Agreement as terminated.

**8. Settlement of disputes**

8.1 Should the Parties be unable to reach agreement on the meaning or interpretation of any of the clauses set out hereto or any other matters arising out of the Agreement the matter in dispute shall be referred to the concerned **Director In-charge** for CSR of GAIL whose decision in the matter will be final.

8.2 All disputes arising between the parties shall be subjected to the jurisdiction of the Courts in Delhi only and in no other courts.

**9. Evaluation**

9.1 GAIL shall, at its discretion, undertake or cause to be undertaken, evaluation of the impact and cost effectiveness of the Project. Such evaluation shall be carried out during the tenure of the Agreement. The **SECOND PARTY** shall when required give GAIL or its representative reasonable cooperation and access to its records in connection with the Agreement.

**9.2 Conflict of Interest**

9.3 Neither the **SECOND PARTY**, its personnel or agent shall engage in any personal business or professional activities, either during the course of or after the termination of this Agreement, which conflict with or could potentially conflict with the object of the Project.

9.4 Subject to clause 10.1 above, the **SECOND PARTY** shall notify GAIL immediately of any such conflict and suggest / take immediate remedial measures under information to GAIL to ensure that the project is completed as per the terms and conditions agreed upon.

**10. Disclosure of information, Intellectual Property Rights and Official Securities Act**

10.1 The **SECOND PARTY** shall not during or after the termination of the agreement disclose to any third party any confidential information arising from the agreement (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission of GAIL.

**Section II**

**Clause 1: Priced Bill and Mode of Payment, Funds requisition and Disbursements (As per the break up ) (Tick applicable payment plan.)**

**GAIL will pay to the SECOND PARTY on the basis of the agreed amount as follows:**

**1.1  Payment Plan A -** for all programmes such as camps, vocational training's, etc. for all programs not covered elsewhere under the payment plan.

- (i) At the time of commencement of the Project and for the first quarter, **20%** of the agreed amount shall be released as **Mobilization Advance**.
- (ii) The subsequent amount **1<sup>ST</sup>** installment of **40%** shall be released by GAIL on application by the **SECOND PARTY** and submission of the first progress report/pre-identified modalities if any of the project subject to satisfactory completion/implementation of the Project till such time and proper utilization of the funds received.

November 25, 2025



(iii) The balance amount 2nd installment/final of 30% shall be released by GAIL on completion of the project/programme upon application made by the SECOND PARTY and upon submission of the FINAL progress report along with Fund Utilization Certificate of the funds received only ensuring proper utilization of the funds of the project; subject to certification for satisfactory completion/implementation of the Project , till such time .

(iv) Balance 10% of the project/programme cost shall be released to the SECOND PARTY subject to completion of the project to the total satisfaction of GAIL, alongwith details of all beneficiaries and compliance to Section II:Clause (iii) of the Agreement.

**1.2 Payment Plan A1** -for undertaking fresh and exclusive construction activities the payment to be released on progress of the construction activity phase wise i.e.(i) mobilization – installation of the MSC – Installation completion report will be submitted.

(i) At the time of commencement of the Project and for the first quarter 20% of the agreed amount shall be released as **Mobilization Advance, with adequate safeguards as may be defined by the GAIL Project EIC.**

(ii)The subsequent amount 1<sup>ST</sup> installment of 40% shall be released by GAIL on application by the SECOND PARTY and submission of certificate indicating work/construction reaching plinth level duly certified by GAIL Officer incharge. Pre- identified modalities of Teachers Training of the project to be submitted along with proper Fund Utilization Certificate of funds received only, subject to satisfactory completion/implementation of the Project till such time.

(iii)The balance amount 2nd installment of 30% shall be released by GAIL onapplication by the SECOND PARTY and submission of completion teachers training report duly certified by GAIL Officer incharge; along with Fund Utilization Certificate of the funds received only, ensuring proper utilization of the funds of the project; subject to satisfactory completion/implementation of the Project till such time.

(iv)Balance 10% of the project/programme cost for all projects shall be released to the SECOND PARTY subject to completion of entire work and total satisfaction of GAILof the project implemented as desired along with all beneficiaries' details and compliance to Section II:Clause (iii).

**1.3 Payment Plan B** - for outright purchase of Vehicle/Motorized vehicles :

(i) At the time of commencement of the Project, advance payment in full for booking of vehicles shall be released in the name of the Agency from whom the vehicle is purchased on submission of the Performa Invoice of the vehicles by the Second Party.

(ii) As applicable, after purchase, the vehicle(s) will be hypothecated to GAIL and the SECOND PARTY will get the registration of the vehicles endorsed from RTO that the vehicles are not to be sold, transferred without the permission of GAIL and the SECOND PARTY will submit the Invoice, registration certificate of the RTO indicating hypothecation to GAIL and the Insurance certificate of the vehicle and copyof the bills duly certified.

**1.4 Payment Plan C** - for purchases of Capital nature of items like: (eg. Furniture, medical equipment, Solar heater, computer, sewing machine, Tricycles etc.) / materials like blankets etc.

25/11/25



Corporate Social Responsibility Agreement

GAIL\CSR\FY2025-26\Mini Science Centre\SAMABHAVANA\29-11-25, SI No.

(i) At the time of commencement of the Project and for the first quarter, 1<sup>st</sup> installment of 50% of the cost of the item or item booking advances whichever is lower, shall be released on submission of the **Invoice of the items as Mobilization Advance for booking of the items.**

(ii) The subsequent amount 2<sup>nd</sup> installment of 40% shall be released by GAIL on application by the **SECOND PARTY** on submission of the Fund Utilization Certificate of funds received only and first progress report/pre-identified modalities if any ; subject to completion and total satisfaction of GAIL of the project implemented as desired along with all beneficiary details and compliance to Section II:Clause (iii) of this Agreement.

## 2. Funds Requisition

Funds requisition for the installment amount shall be presented to GAIL by the **SECOND PARTY** and shall contain details of expenditure to be incurred by the **SECOND PARTY** during the period in accordance with the Schedule of Amount disbursements.

All Funds requisitions shall be endorsed as follows:

**"Certified that the amounts mentioned in this Funds requisition Application are required wholly and necessarily for the purpose of The Project (Name of the project to be mentioned here) and the same has not been claimed before from GAIL or any other entity. It is also certified that this project has not been executed earlier".**

The **SECOND PARTY**'s authorized representative shall sign all Funds requisitions. Any Funds requisitions if not presented in accordance with the above shall be liable to be rejected.

## 3. Disbursements

The funds disbursements shall be made in Indian Rupees.

The **SECOND PARTY** will submit the Bank account number/details of **SAMABHAVANA - Account Number- 520101233367671- RTGC/IFSC Code- UBIN0901407- Union Bank of India, Mulund Branch, Mumbai 400080** for release of funds through e-banking.

Funds requisition shall be submitted by the **SECOND PARTY** in accordance with the specific instructions as given above.

**SECOND PARTY** will submit fund utilization statements of funds received along with the programme progress report, as per the specific instructions given above.

Approved funds shall be disbursed by GAIL as per the Schedule of Amount disbursements, only if GAIL is satisfied with the progress of implementation of the Project as per the Project implementation plan i.e. implementation review and monitoring plan.

In the event the implementation of the Project is not as per the scope of work and targets, GAIL shall reserve the right to withhold or reduce the amount installment amount applied for by the **SECOND PARTY** in the Funds Requisition Application or stop further disbursements of Amount installments to the **SECOND PARTY**. Release of the amount installments shall be made upon remedying the unsatisfactory work and on resolution of the outstanding queries by the **SECOND PARTY** to the satisfaction of GAIL.

In the event that the cumulative disbursements made to the project are in excess of the expenditure

November 25, 2025



actually incurred in terms of the Project Implementation Plan, GAIL shall deduct the excess amount from future installments disbursed to the **SECOND PARTY**.

### Section III

#### **1.1. Accounts, Records and Audit**

The **SECOND PARTY** shall maintain all accounting records and documents in accordance with the instructions given. Noncompliance with the instructions by the **SECOND PARTY** will be a ground for termination of the agreement.

GAIL or its representatives /auditors, on giving reasonable notice to **SECOND PARTY**, may visit the **SECOND PARTY** offices to review and audit the Accounts and records and the **SECOND PARTY** shall co-operate with such teams during the review, provide access to accounts and records pertaining to the Project whether on computer or in manual form, provide copies of accounts and records, provide oral or written explanations of the accounts and records as may be reasonably required by GAIL.

If GAIL finds any errors or inaccuracies in the Accounts & Records of the **SECOND PARTY**, the **SECOND PARTY** shall, within 30 days of the written demand served by GAIL, carry out suitable rectification in its Accounts & Records, and inform GAIL of the same.

Any information/document/record/details requested by GAIL would be promptly attended by **SECOND PARTY** and supplied within a reasonable time frame of 30 days.

#### **1.2 Annual audited accounts of the project**

**SECOND PARTY** will submit annual audited accounts of the project, each bearing original signatures along with an auditor's certificate within 3 months of the closure of the financial year to GAIL for each of the financial years covered by the project. The end of the financial year for the project shall be 31<sup>st</sup> March every year.

The annual accounts of the project shall be signed by the **Authorized person** of the **SECOND PARTY** and be certified by **Practicing chartered accountant of an independent firm of professional auditors**. This account should bear a certificate from the auditors confirming the total receipt and expenditure in respect of the amount and also to the effect that the amount was accepted in accordance with the terms of the Agreement.

#### **1.3 Refund of Unutilized/Unspent Funds**

Any unspent or unutilized amount, (disbursed earlier by GAIL for the project to the Second Party), shall on completion of the project, be refunded to GAIL within 30 days of the completion of the project or termination of the Agreement, whichever is applicable.

#### **1.4 Equipment/Fixed Assets**

Any non-consumable items of equipment/materials contributed or financed by GAIL(India)Ltd. for the project shall be utilized for the objective for which it is given and shall not be transferred/ disposed off by the beneficiary except with express permission/directions of GAIL.

#### **1.5 CSR Project Sustainability**

In case the programme is being executed through an NGO/agency which is different from the beneficiary organisation, a written commitment may be obtained from the beneficiary organisation that they would

25/11/25



use the utility/facility provided under the programme, for the specific purpose that it is intended for. In such cases, it should be clearly mentioned that the maintenance of the CSR Project and its rightful use for which it has been established, will be continued after the same has been handed over to them, at least for a period of two-three years. This Undertaking by the beneficiary entity should be annexed to the Agreement to be signed with the executing agency.

**Section IV: General Conditions**

1. The Scope of work , Implementation plan of the project, shall be detailed and defined in **Schedule I** of Section I, clause 2(2.1) of the Agreement for each programme separately.
2. The payment schedule will be different for different categories of activities/programmes/projects. The payments schedule for each programme/project shall be as per applicable payment plan to be selected from **Section II: Priced Bill and Mode of Payment, Funds requisition and Disbursements (as per the break up ) of the Agreement.**
3. In case of purchase of a vehicle to be implemented under the CSR Programme, the said vehicle shall be Hypothecated to GAIL for a period of five years after the purchase and the SECOND PARTY will submit the Invoice, registration certificate of the RTO and the Insurance certificate of the vehicle duly certified. For outright purchase of Vehicle/Motorized vehicles, Payment Plan B shall be applicable. The vehicles registration certificate will be required to be endorsed from RTO to the effect that the vehicles are not to be sold, transferred without the permission of GAIL.
4. For purchase of Capital nature of items like : eg. Furniture, medical equipment, Solar heater, computer, sewing machine, Tricycles etc. materials like ,blankets etc. Payment plan C shall be applicable.
5. For all programmes such as camps, vocational training's etc. and for all programmes not covered elsewhere Payment plan A shall be applicable.
6. For undertaking fresh & exclusive construction activities, Payment plan A1 shall be applicable.
7. The **GAILs CSR Co-ordinating team** for day to day activities and implementation of the programme and certification and release / of payments will be Ms. Mehak Sarraf, Ms. Taru Jain, Ms. Archana Dwivedi , (The **GAILs CSR Co-ordinating team** for each prog. to be mentioned here).
8. The progress report of the programme/project will be submitted by the SECOND PARTY as defined in Section II of the Agreement prior to release of each installment i.e. **Monthly progress report of the programme** along with fund utilization certificate and **copy of Invoice** wherever applicable of the programme of the installments already released. The Quarterly progress report has to be supported with photographs/video of the project.
9. The **Final Comprehensive Completion Report** of the programme/project will be submitted by the SECOND PARTY on completion of the programme incorporating scope of work met, benefits achieved, financial details mentioned and recommendations made by the SECOND PARTY along with photographs, videos etc.
10. At the end of the program, to assess the impact of the program funded by GAIL, a **Report** clearly indicating activities undertaken and objectives attained and details of the number of beneficiaries of the Project providing their Names, age, sex, category as SC/ST/OBC/GEN/PHY be submitted to GAIL

November 25, 2025



by SECOND PARTY.

11. The progress of the project and proper implementation will be inspected by the GAILs CSR Co-ordinating team in the form of visits/surprise visit.
12. SECOND PARTY will submit Income Tax Exemption certificate in Form 80 G /35 AC Certificate to GAIL prior to release of GAIL's Contribution for the said programme. If 80G /35 AC Certificate is not applicable to any Company/Organisation Tax will be deducted at source as per applicable **Income Tax Act** prior to release of GAIL's Contribution for the said programme. GAIL will however provide the Tax deduction certificate for the same.
13. SECOND PARTY shall appoint a coordinator to coordinate various activities under this programme and coordinate to arrange for periodical inspections and monitoring of the program to the third party and GAIL Officials through its coordinator, as it may identify.
14. SECOND PARTY shall provide name and telephone number of contact persons to GAIL, who would be responsible for the implementation and coordination of the program. **SECOND PARTY shall also inform of their website address and email id.**
15. SECOND PARTY should inform every event to GAIL Corporate Office. For ensuring proper brand image and visibility of GAIL's contribution, all such events will be participated and inaugurated by senior management persons of GAIL. SECOND PARTY shall display banners in the Schools/Project sites highlighting GAIL's contribution along with GAIL's name and logo with details of contribution.
16. Wherever possible, the SECOND PARTY may consider giving wide publicity to the assistance provided by GAIL under GAIL's Corporate Social Responsibility programme not only in their own internal publications, newsletters, but also in local dailies / any other mass communication channel etc. without any liability/ cost overheads to GAIL(India)Ltd. on this account.
17. GAIL reserves the right to terminate the agreement by giving 30 days' notice to the SECOND PARTY without assigning any reasons therefore, if the progress is found unsatisfactory.
18. SECOND PARTY hereby undertakes through signing of this Agreement that it has not received and will not receive any contribution / funding in cash towards the project from any other party during the **relevant period of the project.**
19. No switch over/ change of approved program from one to another will be permitted.
20. SECOND PARTY shall indemnify GAIL of all charges, claims, taxes, disputes etc. if any.

During the implementation of any activity, the expenditure on photographs and video-graphy and other related material should be borne by the SECOND PARTY and no extra payment on this account shall be made by GAIL.

In witness whereof, the parties hereto have caused this agreement to be signed in their respective names.

For and on behalf of GAIL

For and on behalf of the SECOND

25/11/25



**Corporate Social Responsibility Agreement**

GAIL\CSR\FY2025-26\Mini Science Centre\SAMABHAVANA\29-11-25\SI No.

**PARTY**

**Name**  
**Position/ Designation**  
**Signature**  
**Date**  
**Witness:**

**Name: Jasmir Thakur**  
**Position/ Designation: Secretary & E.O**  
**Signature**  
**Date**  
**Witness:** *Rohit*

**For SAMABHAVANA**

*[Signature]*  
**Secretary**



November 25, 2025

FCSR 1.1 Schedule IA

Schedule IA (Schedule IA shall be prepared separately which shall be part of this Agreement and the same may contain detailed project implementation plan and scope of work of each project)

Name of the Thrust Area (To be mentioned here eg. Education) :

I. Programme Name: MINI SCIENCE CENTRE for 2025 to 2026.  
II. Total Amount Allocated: Rs. Rs. 18,70,000 (Rupees Eighteen Lacs Seventy Thousand only)  
III. Objectives of the Project : Empowerment of aptitude of children

Implementation Schedule: -GAIL Project  
2025-2026

IV. Components of Project :

V. Areas of Operation & Implementation of the CSR Project :  
Jhabua- Madhya Pradesh( Name of the village/place to be incorporated here) .

VI. Scope of Work will be as follows (To be detailed here) :-

a. The names of the villages/Place in WORK CENTER (to be mentioned here) for implementation/installation of CSR Project.  
b. NGO/Govt.Org/Company/Society/Agency etc. will install the project and will coordinate at GAIL WORK CENTER.

VII. Time Frame: November 25 to October 26. (12 months)

Details of the CSR Project Implementation phase wise with timelines to be mentioned here.

Name of the Project	Details of work to be undertaken	From (Month)	To (Month)	Amount requested for.
MSC	1. Selection of the School for the MSC installation. 2. Installation of MSC 3. Compilation of Installation. 4. Teachers Training Programme . 5. Annual Reports	November 2025	October 2026	18,70,000

VIII. Payment Plan/ Schedule (To incorporate the appropriate Payment Plan from Section II as applicable to the project) :-

a. Mobilization advance will be released as per payment plan.  
b. 1st Installment and 2nd Payment to the second Party will be released on submission of the first

25/11/25



  
Corporate Social Responsibility Agreement

GAIL\CSR\FY2025-26\Mini Science Centre\SAMABHAVANA\29-11-25\ SI No.

progress report of implementation of the project and fund utilization certificate of the funds received only.

c. Last Installment will be release on completion of the CSR Project and total satisfaction of GAIL of the project implemented as desired along with all beneficiaries details and compliance to **submission of the FINAL progress report ALONG with FUND Utilization certificate of the project**.



November 25, 2025

**IX. Name of the Project Coordinator & Project Officer of the SECOND PARTY :**

- (i) Ms/Sh.-----, Tel No:-----
- (ii) Ms/Sh.-----, Tel No:-----

**X. Name of the Project Coordinator of the FIRST PARTY :**

- (i) Ms. Mehak Sarraf, Tel No:-9330345102
- (iii) Ms. Tarau Jain , Tel No:9653671368
- (iii) Ms.-Archana Dwivedi, Tel No:-8104205568

**XI. General Compliances:-**

- a. Photography of the work execution at site to be developed by the party and the same to be forwarded in soft format to GAIL project coordinator/ in-charge.
- b. Imparting training to the villagers to maintain the CSR Project.



25/11/25

**FCSR 1.1 Schedule IB**  
**(Special conditions for compliance)**  
**(schedule IB shall contain specific conditions for mandatory compliance)**

- a. The SECOND PARTY shall provide details of the number of beneficiaries of the Project providing their Names, age, sex, category as SC/ST/OBC/GEN/PHY.
- b. For projects of total value more than Rs. 1 crore, cash payment by the executing agency is restricted up to 5% of the total project cost. Similarly, for the projects of total value less than 1 crore, cash payment by the executing agency is restricted up to 10% of the total projects cost. Further, each instance of cash payment by the executing agencies to their service providers should not exceed Rs. 5000. For this also, a copy of the bills/vouchers should be submitted duly numbered, stamped and signed by the authorized signatory, carrying PAN Number should be submitted.

**c. W.r.t Conflict of Interest, the following clause shall also be applicable:**

"The Second Party confirms that on the date of execution of this Agreement, neither the Second Party nor any of its Board of Directors, Trustees, Office Bearers, Executive Committee members and/or their Relatives and Related Parties,

- (i) have any business dealing with GAIL and/ or its subsidiaries,
- (ii) are related to any Board members or officials of the level of GM and above at GAIL, including their Relatives,
- (iii) are related to the Coordinating Team or any officials of GAIL CSR Department, or any other officials from F&A Department involved in any capacity with the Project, including their Relatives,

and therefore, do not have any conflict of interest with GAIL.

The terms 'Relatives' and 'Related Party' are as per the definition provided in the Companies Act 2013, and its subsequent amendments if any."

**d. W.r.t Termination, the following clause shall also be applicable:**

- (i) This Agreement shall automatically terminate on last day of the agreement unless extended by the Parties on mutual consent.
- (ii) Either parties may terminate the Agreement after giving a notice of thirty (30) days to the other Party of its intention to terminate the Agreement in its entirety or part thereof.

- e. Baseline/Need Assessment Report to be a deliverable with proof to be submitted for projects of Rs. 1 cr or more received from a company established under section 8 of the Act, or a registered public trust or a registered society, registered under section 12A and 80G of the Income Tax Act, 1961, and having an established track record of at least 03 years in undertaking similar projects.

- f. Third Party Financial Audit/Verification to be undertaken for projects of value of Rs.50 lakhs and above, where benchmarks are not available at the time of finalization of agreement.

November 25, 2025



- g. Bills and Vouchers to be submitted for against every previous instalment in cases where 3<sup>rd</sup> Party Financial Audit is applicable.
- h. Reasonability of rates for the project is as per the details submitted by Implementing Agency. The entire responsibility of reasonability of rates is to be established by Implementing Agency in case so required by any agency / audit at any stage. GAIL's role is limited to release of funds as per agreed milestones in terms of the agreement.
- i. Implementing agency to submit the following undertakings:
  - (i) entire responsibility of reasonability of rates will be established by Implementing Agency, in case same is required by any agency / audit at any stage.
  - (ii) All compliances with latest applicable Act/rules w.r.t implementation of project has been ensured.
- j. All the bills/vouchers/expenses sheet/ledger and bank statements etc. pertaining to the project shall be maintained safely by the Implementing Agency up to a period of 05 years from the end of the agreement.
- k. The Second Party being one of the service providers of GAIL is therefore bound by the provision of this policy and all updates/revisions thereof. The GAIL Fraud Prevention Policy mandates all the bidders/service providers/vendors/consultants etc. that they would adhere to the policy and shall not indulge themselves or allow others (working in GAIL) to indulge in fraudulent activities and also that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. The Fraud Prevention Policy is available at GAIL's website at the following link

<https://www.gailonline.com/pdf/others/FraudPreventionPolicy.pdf>

- l. In case it is found that any misrepresentation/false information has been furnished by the Implementing Agency, GAIL shall take appropriate penal action, including banning of the Agency from undertaking any further CSR projects of GAIL.
- m. The purchase of raw materials/items/services, as applicable to the project, is to be done from GST registered vendors, having PAN and verifiable address. It is advised to make bulk purchase of the material to get reduced rates.
- n. All the documents pertaining to the project shall be maintained by the SECOND PARTY and shall be numbered, signed and duly stamped by the authorized signatory.
- o. The payment made to the agency for the project execution will be as per the actual bills (i.e. actual expenditure incurred by the agency), duly signed and stamped, by the agency.
- p. Minimum one joint site visit is mandatory before release of final payment to SECOND PARTY.
- q. Financial Transaction pertaining to rents of all types and salary to the project staff to be made either through cheque or directly in the bank account of the person concerned. The receipts and copies of the same (including copies of cheques, bank account statements, lease agreements for rent etc.) shall be maintained properly by the SECOND PARTY and furnished with the utilization statements of any expenditure incurred, when required.

25/11/25



r. For all projects of value of value of Rs. 1 cr and above, the SECOND PARTY shall maintain separate books of account. All invoices raised to SECOND PARTY by their vendors shall carry description/remarks stating 'account name GAIL CSR - name of the project'. In absence of this description, the said bill will be liable to be rejected.

s. SECOND PARTY shall ensure that they make payments to the person / firm who has raised the invoice and no payment should be made to third party. An undertaking to this effect shall be furnished by the agency.

t. The Administration cost of the project is being restricted to **10% of the actual executed project cost** or actual expenses incurred under this head as certified by Independent CA, whichever is lower(maximum ceiling of 10% of the total actual project expenditure is applicable). Administrative Cost shall include all expenses which are not exclusive to the project such as expenses pertaining to Head Office (manpower, rent, communication expenses, utility bills, travelling, boarding, lodging of Head Office staff, etc.) and expenses not directly or only partly attributable to the project. Total amount of Administrative expenditure incurred by the agency shall be clearly specified on the Utilization certificate duly certified by Chartered Accountant.

u. Total amount of Administrative expenditure incurred by the agency shall be clearly specified on the Utilization certificate duly certified by Chartered Accountant.

v. IA shall ensure that it does not further sub contract or award work pertaining to any component of the project to any (i) relative/next of kin (ii) any agency/organization where anyone from the SECOND PARTY is a stakeholder. No related party payment shall be made. Related party payments shall be defined as per provisions of Companies Act, 2013 and its subsequent amendments. An undertaking to this effect shall be submitted by the agency.

w. All assets created under the project shall be handed over as per provisions under Companies (CSR Policy) Amendment Rules, 2021, notified by Government of India. The following details shall be furnished in this respect at the conclusion of the project:

- (i) Date of creation or acquisition of the capital asset(s)
- (ii) Amount of funding spent for creation or acquisition of capital asset
- (iii) Details of the entity or public authority or beneficiary under whose name such capital asset is registered, their address, etc.
- (iv) Details of the asset(s) created or acquired (including complete address and location of the capital asset), with geotagged photos.
- (v) Handing Over-Taking Over document

Subsequently, full/sole responsibility of the asset (including Operation, Maintenance and Safety) shall rest with the agency/ entity holding the asset.

Subsequent to handing over, the asset shall only be used for charitable purposes and shall not be disposed without express permission of GAIL. An undertaking to this effect shall be given by the Implementing agency.

November 25, 2025



- x. If the value of work is Rs. 25 lakhs or more, the SECOND PARTY shall issue a No Claim/ No dues certificate to GAIL before release of full and final payment.
- y. Independent Practitioner's Report on Utilization of CSR Funds is to be submitted by the SECOND PARTY as per ICAI's format along with the Final Utilization Certificate. The same can be accessed from the following link:  
<https://resource.cdn.icai.org/59752csr48610.pdf>
- z. During the course of project execution or at the end of the project, corresponding bills/vouchers pertaining to particular installment of the project may be verified through Independent agency (CA firm/Govt. agency, etc. undertaking financial audits/verification) engaged by GAIL, with respect to compliance of Operating Guidelines to CSR policy. The recommendations of the Third Party shall be put up for review of the Competent Authority while seeking approval for the release of subsequent payment(s).
  - aa. Any point not covered by this document would be interpreted in accordance with the existing provisions/directives applicable to CSR function as per statute, provisions/directives applicable at GAIL (India) Limited and as notified by different Govt. bodies from time to time.
  - bb. The existing statutory provisions shall supersede any conflicting provisions included in the agreement.



25/11/25



Corporate Social Responsibility Agreement

GAIL\CSR\FY2025-26\Mini Science Centre\SAMABHAVANA\29-11-25\SI No.

**FCSR 1.2 Funds requisition Application**

To :

Sh/Ms... ..... (The project In charge)  
M/s GAIL(India)Ltd.

Dear Sir,

Enclosed is the Fund Utilization details of expenditure and **copy of Invoice wherever applicable** incurred by the **SECOND PARTY** during the period of the 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup>/4<sup>th</sup> (tick one applicable here) installment received towards utilization of funds as submitted. The 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup>/4<sup>th</sup> (tick one applicable here) progress report along with pre identified modalities of the project to be undertaken is hereby enclosed or is mentioned herein. It is hereby certified that the progress of the present project as undertaken is satisfactory.

It is requested that the 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup>/4<sup>th</sup> (tick one applicable here) installment may be released to the **SECOND PARTY** for meeting the further expenses towards completion of the project.

**"Certified that the amounts mentioned in this Funds requisition Application are required wholly and necessarily for the purpose of The Project (Name of the project to be mentioned here) and the same has not been claimed before from GAIL or any other entity. It is also certified that this project has not been executed earlier".**

Thanking you,

NGOs/Govts.Org/Companys/Society/Agency etc. .Signature:

Name:

Designation:

(Authorized person shall sign all Funds requisitions)



November 25, 2025



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**FCSR 1.3 Fund Utilization Certificate**

Dated:.....

To :  
Sh/Ms... .....(The project In-charge)  
M/s GAIL(India)Ltd.

Dear Sir,

The Fund Utilization Certificate showing the details of expenses/expenditure incurred under each head (as indicated in the Agreement) by the **SECOND PARTY** during the period **(From)---** **(To)** of the 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup>/4<sup>th</sup> (tick one applicable here) installment received towards utilization of funds is given as below:

The 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup>/4<sup>th</sup> (tick one applicable here) progress report along with pre identified modalities of the project to be undertaken is hereby enclosed in the **Funds requisitionApplication dtd: --.**

Submitted towards compliance of the project ----- (Name of the project to be written here).

Thanking you,

**NGOs/Govts.Org/Companys /Society/Agency etc.**

Signature:

Name:

Designation:

(Authorized person shall sign all Funds requisitions)

**FCSR 1.3: Fund Utilization Certificate**

25/11/25



  
Corporate Social Responsibility Agreement

GAIL\CSR\FY2025-26\Mini Science Centre\SAMABHAVANA\29-11-25\ SI No.

(On letter head of CA)

Dated:

To,

General Manager (CSR)  
M/s GAIL (India) Ltd.  
16, Bhikaji Cama Place  
New Delhi – 110 066

Dear Sir,

The Fund Utilization Certificate showing the details of expenses/expenditure incurred under each head (as indicated in the Agreement) by the **SECOND PARTY** during the period **(From)--- (To)---** of the 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup>/4<sup>th</sup> installment received towards utilization of funds is given as below: (tick one applicable here)

(%)	Received (in Rs.)	Total Expenses (in Rs.)	Total Cash expenditure (in Rs.)	Total Administrative Expenditure (in Rs.)
10%				
40%				
40%				
10%				
<b>Total</b>				

The expense detail is as below:

S.N.	HEADS	CASH PAYMENT (in Rs.)	CHEQUE PAYMENT (in Rs.)	TOTAL AMOUNT
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
<b>G. TOTAL</b>				

All the electronic/cheque transactions factored in the Utilization Certificate have been verified with the Bank Account statement and all the cash transactions have been verified with supporting bills and invoices. All the documents (bills, invoices and bank statements) have been found in order.

Further, in compliance to the Agreement terms, no single cash transaction exceeds the value of Rs. 5,000/- (please mention if there is any cash transaction that exceeds the value of Rs. 5000).

November 25, 2025



All the expenditure factored above are pertaining to the project  
' funded by GAIL.

The 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup>/4<sup>th</sup> (tick one applicable here) progress report along with pre-identified modalities of the project to be undertaken is hereby enclosed in the **Funds requisition Application dated: -----**

Submitted towards compliance of the project '-----

Thanking you,

**NGOs/Govts.Org/Companys /Society/Agency,etc.**

**Signature & Stamp of CA**

Signature:

**UDIN NO.**

Name:

Designation:

(Authorized person shall sign all Funds requisitions)



25/11/25

**Corporate Social Responsibility Agreement**

GAIL\CSR\FY2025-26\Mini Science Centre\SAMABHAVANA\29-11-25\ SI No.

**FCSR 1.4 MONTHLY PROGRESS REPORT**

Dated:.....

To :

Sh/Ms .....(The project In-charge)  
M/s GAIL(India)Ltd.

.....  
.....  
Dear Sir,

The Monthly progress report showing the details of expenses/expenditure incurred under each head (as indicated in the Agreement) by the **SECOND PARTY** during the period **(From)--- (To)---** of the 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup>/4<sup>th</sup> (tick one applicable here) installment received towards utilization of funds and thereby the progress of the Project is given as below:

Name of the Programme ----- ( Name of the project to be written here).

S L	Targets for the relevant period.	Activities undertaken by the SECOND PARTY during the relevant period .	Deviation from the targets, if any and reasons for the same.
1	Target(s) met in the relevant period as mentioned in the Implementation plan / Schedule I		
2	Payment released by GAIL during the relevant period.		
3	Actual Expenditure Incurred during the relevant period.		
3	Plan of expenditure for the next quarter 1 <sup>st</sup> /2 <sup>nd</sup> /3 <sup>rd</sup> /4 <sup>th</sup> (tick appropriate quarter as applicable).		
4	Milestone identified for the next implementation phase (to indicate dates here).		
5	No of Beneficiaries Details of the project at this stage.		
6	Any other remarks.		

Certified that the Funds released by GAIL for the relevant period as mentioned above has been gainfully utilized towards implementation of the above project. The Invoice towards Fund Utilization of this project is hereby enclosed.

Project report submitted towards compliance of the project .

Thanking you,

NGOs/Govts.Org/Companies /Society/Agency etc. .Signature:

Name:

Designation:

(Authorized representative shall sign all Monthly Reports)

November 25, 2025

