

OIL AND NATURAL GAS CORPORATION LIMITED

REQUEST FOR PROPOSAL

(ONGC/RFP/CBM/JHARIA/01)

**E-AUCTION FOR SALE OF GAS FROM
*JHARIA BLOCK***



E-Auction Agency: *mjunction services ltd.*

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Section A

1. Overview

- 1.1. Oil and Natural Gas Corporation (ONGC) is a public sector undertaking involved in Exploration & Production of crude oil and natural gas. Its registered office is in New Delhi. It is India's National Oil Company under the aegis of Ministry of Petroleum and Natural Gas (MoP&NG), Government of India (GoI). It is the largest upstream player in the country and is engaged in the exploration and production of crude oil and natural gas across various locations in India. In November 2010, the GoI conferred the *Maharatna* status to ONGC.
- 1.2. ONGC is party to the Production Sharing Contract ("**Upstream E&P Contract**") for the Jharia Block located in the state of Jharkhand. Under the terms of the Upstream E&P Contract, ONGC and CIL have a Participating Interest ("**PI**") of 74% and 26% respectively. ONGC is referred to as Seller, in context of this RFP.
- 1.3. Gas produced by ONGC from above location/block is eligible for marketing including pricing freedom, as per the GoI/ MoP&NG Notification No. O-19018/7/2016/ONG-I dated 11th April 2017.
- 1.4. ONGC is planning to conduct an online competitive e-auction / tender for sale of gas from Jharia Block, CBM Asset (Jharkhand). In line with this, ONGC has launched an e-auction/ e-tender for sale of 60,000 SCMD of gas. The detailed process of tendering / e-auction has been described in Clause 6 of this RFP.
- 1.5. Gas from this block would be available at pressure of 90kg/cm^2 , from Jharia GCS, Jharia Block, CBM Asset (Jharkhand). Jharia Block (Jharia GCS) shall be connected to Urja Ganga Pipeline through tie-in-connectivity being provided by GAIL. Interested/prospective gas consumers can source available gas by participating in this auction process.
- 1.6. In order to comply with Government of India's Natural Gas Marketing Reforms dated October 15, 2020 and Discovery of Market Price for Domestically Produced Natural Gas through e-bidding/ e-auction (Notification No. Expl-15022(13)/234/2019-ONG-DV (P-32114)) dated December 3, 2020 and December 12, 2023, ONGC is hereby issuing a Notice Inviting Offer dated 16.03.2024 and invites offers from interested/prospective entities to offtake all or a portion of the 60,000SCMD of gas available for sale from the Jharia Block and in accordance with the terms and conditions of this Request for Proposal (RFP) and the Gas Supply Agreement ("**GSA**").
- 1.7. ONGC has appointed M/s mjunction services limited as an independent agency empaneled by Directorate General of Hydrocarbons (DGH) ("**Empanelled Agency**") to conduct bidding process for sale of gas through an online web based electronic bidding portal which is available at <https://eps.buyjunction.in/gasbidding> and link of this e-auction portal is also available at DGH, ONGC, CIL websites.

2. Gas Field on Offer

| S. No. | Parameter | Particulars |
|--------|---|---|
| 1. | Name of Block | Jharia Block, CBM Asset |
| 2. | Delivery Point | Jharia GCS |
| 3. | Term | 2 years |
| 4. | Total Gas quantity on offer for sale under this RFP | 60,000 SCMD |
| 5. | Start Date (Tentative) | 15.07.2024 or date of tie-in-connectivity of Jharia GCS with GAIL's Urja Ganga Pipeline, whichever is later |
| 6. | Pricing Formula | The Gas Price shall be higher of: I. 13.50% of Dated Brent + Quoted premium II. Floor Price: Domestic Natural Gas Price (10 % of Indian Crude Basket) plus USD 1/MMBTU |
| 7. | Typical Calorific Value (KCal/SCM) | Gross Calorific Value (GCV): 8700 KCal/SCM Net Calorific Value (NCV): 7800 KCal/SCM |
| 8. | URL for registration and uploading of documents by bidders | https://eps.buyjunction.in/gasbidding |

- 2.1. The Gas will be offered for a term which may be extendable in accordance with the terms of the GSA.
- 2.2. The successful bidders will have to sign the GSA annexed hereto at Schedule 1 within 15 business days of issuance of notice of award (NOA).
- 2.3. It is the responsibility of the successful bidder to complete the signing of GSA and adhere to all the terms and conditions mentioned in this RFP.

- 2.4. A commissioning period will be provided which will be the period between the date of execution of the GSA and the Start Date. The gas offtake obligations of Buyer and gas supply obligations of ONGC will commence only from the Start Date as specified in the table above. Provided that the Start Date may be advanced in accordance with Clause 4.2 of the GSA.
- 2.5. During the commissioning period, ONGC shall have no obligation to supply gas (or liability for failure to supply Gas) and Buyer shall have no obligation to take gas (or liability for failure to take gas).

3. Eligible Bidders

3.1 Eligibility Criteria

The following minimum eligibility criteria will have to be fulfilled by all the bidders:

- 3.1.1. The bidder must be an entity registered under the Companies Act 1956 / Companies Act 2013 / Indian Partnership Act 1932 / Limited Liability Partnership Act 2008 or the bidder may be in the nature of a sole proprietorship.
- 3.1.2. The bidder must be ready to consume or offtake Gas, from the Delivery Point, as on the Start Date through direct/ indirect connectivity through any of the natural gas pipelines or through alternate evacuation methods.
- 3.1.3. The bidder must be engaged in the business that involves either the consumption or the sale and purchase of natural gas.
- 3.1.4. Submission of the bid may be from users of gas, existing as well as new industries, including reseller of gas. Unless otherwise specified in this RFP, bids from all existing as well as new industries will be treated at par.
- 3.1.5. The bidder shall submit an undertaking stating that ONGC shall not be liable for failure of the bidders to obtain any statutory/regulatory clearances. The bidder will also undertake and warrant that prior to commencement of gas off-take it will obtain all necessary statutory/ regulatory approvals and compliances for commencement of gas off-take. The successful bidder would hold harmless and indemnify ONGC against any loss, damage, notice, prosecution, etc., arising out of commencement of gas by ONGC, relying on the undertaking furnished by the bidder. The undertaking will be submitted by the bidders in the format prescribed at **Appendix-8** along with the techno-commercial bid.
- 3.1.6. In addition, bidders who have their facilities inside a Geographical Area, as declared by the Petroleum and Natural Gas Regulatory Board (PNGRB) will be required to submit an undertaking, along with their techno-commercial bid, declaring that aggregate gas requirement from each facility is greater than 50,000 SCMD, in the format provided at Appendix-8A of this RFP.

4. IT Requirement / Responsibility of the Bidder

- 4.1. Bidder should have a laptop or desktop with decent internet connection (10mbps and above).
- 4.2. E-Portal shall be best viewed in Internet Explorer 9.0. If bidders are using Internet Explorer 10 or above then compatibility view is to be enabled which is available under Tools menu.
- 4.3. Due to security vulnerabilities, all bidders are requested to configure the following changes in Browser (Internet Explorer) & Java console.
 - A. Configuration of TLS 1.2 in Internet Explorer.
 - B. Installation of Java Runtime Environment 1.8 latest update. Configuration of TLS 1.2 in Java Control Panel
- 4.4. Bidders may please refer to the 'Browser Setup' tab for details.
- 4.5. Bidders may send an email to ongcgasbidding@mjunction.in or call helpdesk (mentioned in the portal) if they face any difficulties in registration and setting up DSC.
- 4.6. **Registration and DSC Mapping**

The portal will be available for registration on a date specified in Clause 7 of this RFP. Every bidder would be required to fill out a registration form and will have to enter his/her name, designation, contact number, organization name, PAN number of organization, GSTIN number, gas consumption facility name and address, and other required details. Bidders would need to attach a valid Class III Digital Signature Certificate (DSC) issued in the name of authorized person of the bidding organization. The DSC should be issued on the email address of the authorized person and same should be used for registering on the portal.

4.7. Bidder Registration

- 4.7.1. Registration on the bid registration portal: All bidders would be required to visit the link of the e-portal <https://eps.buyjunction.in/gasbidding> for submission of all technical documents.
- 4.7.2. Steps to be followed by the bidders prior to the submission of the technical documents:
 - A. Purchasing of a class III DSC (Digital Signature Certificate)
 - B. Registering in the e-portal and mapping the DSC
 - C. System will generate user ID and password and send via email to the registered email ID of the bidder

Bidders can send email on ongcgasbidding@mjunction.in or call the helpdesk (mentioned in the portal) in case of any difficulty in setting up DSC and registration.

5. Document Submission and Security Deposit

5.1. Certificates / Documents to be submitted

5.1.1. Bidders are required to mandatorily submit / upload the following documents with DSC signature:

- (a) Registration/ incorporation certificate for companies, Limited Liability Partnerships (LLPs) and Co-operative Societies; or Partnership Deed in case of partnership firms; or a registration certificate issued under the relevant Shops and Establishments Act in case of proprietorships.
- (b) Audited financial statements of immediate previous Financial Year.
- (c) Valid PAN and GST (as applicable) registration certificate. Provided that in the case of bidders which are newly formed and have applied for PAN, such bidders will have to submit documentation as proof of submission of such application for PAN, at the time of submission of the techno-commercial bid.
- (d) Security Deposit as per Clause 5.2.
- (e) Power of Attorney / Board Resolution in the name of the authorized representative of the bidder.
- (f) Declarations/Undertakings etc., mentioned under section B (including Integrity Pact duly signed & witnessed).
- (g) Register of the present directors, shareholders of the company (in case the bidder is in the nature of a company incorporated under the Companies Act); list of present partners in case of a Limited Liability Partnership and Partnership firms.

5.2. Security Deposit (SD)

5.2.1. Bidder to submit security deposit in the form of either an unconditional irrevocable Bank Guarantee (BG)/ (E BG) or a Letter of Credit (LC) as per format indicated in Section-B. The value of the security deposit will be INR 25 Lakh.

5.2.2. Bidders shall be required to separately courier/ submit the original security deposit to the below mentioned address of the Empanelled Agency's office within 3 (three) days of the last date for bid submission as indicated in Clause 7.1.

Address to:

| Kolkata Office | Delhi Office | Mumbai Office |
|---|---|--|
| Kind Attn: Rinku Ghosh mjunction services limited, Godrej Waterside, 3rd Floor, Tower 1, Plot V, Block DP, Sector V, Salt Lake, Kolkata – 700091. Ph. 033-66106444 | Kind Attn: Rimi Ghosh mjunction services limited Office No. B-92, 9th Floor Himalaya House, 23 K.G.Marg, Connaught Place, New Delhi- 110001. Ph. 011-65661774 | Kind Attn: Ravi Simon mjunction services limited 805, 8th Floor, Damji Shamji, Business Galleira, Off LBS Marg, Next to Huma Mall, Kanjur Marg, (West) Mumbai- 400078. Ph. 8291830882 |

5.2.3. Security Deposit Submission process

- (a) Unconditional irrevocable BG will be required to be submitted by the bidder/s in the prescribed format as per **Appendix-5** of Section B. The BG will have to be issued by a nationalized/ scheduled commercial banks on non-judicial stamp paper/franking receipt, as per applicable stamp duty. The non-judicial stamp paper/franking receipt should be either in the name of the issuing bank or the bidder. Electronic Bank Guarantee (E BG) through National E- Governance Services Limited (NeSL) platform can also be issued.

In the alternative, an irrevocable LC can also be provided as Security Deposit. The format for letter of credit is provided in **Appendix-6** of Section B.

Such security deposit shall be issued by a Scheduled/Nationalized bank.

In case the bank issuing the Security Deposit is the nature of a scheduled commercial private sector bank, a minimum AA credit rating from any of ICRA/CRISIL/CARE/IND-RA will be required to be submitted along with the techno-commercial bid. A confirmation in this regard shall be obtained from the issuing bank by the bidder and submitted to ONGC. In case of non-receipt by ONGC of this confirmation from the issuing bank, the bid will be rejected. It is hereby clarified that the requirement of AA credit rating, as provided above, will be verified at the time of submission of the Security Deposit as well as at the time of any subsequent renewal of the Security Deposit (if such renewal is required).

The details of the bank which has issued the Security Deposit has to be provided in the following format:

Account Name -- OIL AND NATURAL GAS CORPORATION LTD

Account No. – 30117481350

Bank Name - SBI, ADMN BLDG (BOKARO STEEL CITY)

Bank Code-03240

IFSC- SBIN0003240

For issuance of Electronic Bank Guarantee through National E Governance Services Limited (NeSL) platform, details of ONGC (Beneficiary) are as under:

| | | |
|--------|-------------------------------|---|
| (i) | PAN | AAACO1598A |
| (ii) | Name | Oil and Natural Gas Corporation Limited |
| (iii) | Date of incorporation | 23.06.1993 |
| (iv) | Email ID | nayan_niraj@ongc.co.in |
| (v) | Contact No. | 9968282271 |
| (vi) | Legal Constitution | Entity |
| (vii) | Registered Office Address | Plot No. 5A-5B, Nelson Mandela Marg, Deen dayal Urja Bhawan, Vasant Kunj, New Delhi |
| (viii) | Registered office address Pin | 110070 |

| | | |
|------|---------------------------|---|
| (ix) | Communication Address | ONGC, Shared Service Center, IBM office, Sector-62, Noida-201309, Uttar Pradesh |
| (x) | Communication Address Pin | 201309 |

- (b) While the Security Deposit may be submitted either in the form of a BG or LC, a combination of both is not allowed. This Security Deposit should be valid for at least 1 (one) year from the date of NIO.
- (c) The Security Deposit of the successful bidder shall be returned to bidder on submission of payment security as per terms of the GSA. Payment security under the GSA shall have to be submitted 30 days prior to the 15.07.2024, as specified in the GSA.
- (d) The Security Deposit of unsuccessful bidders will be returned without any interest within 7 (seven) days of the completion of the bidding process.
- (e) Forfeiture of Security Deposit:

The security deposit submitted by the respective bidders shall be forfeited by ONGC upon the occurrence of the following events:

- A. Bidder withdraws the bid during validity period or any extension there of duly agreed by the bidder.
- B. Bidder varies or modifies the bid in a manner not acceptable to ONGC during the validity period or any extension thereof duly agreed by the bidder.
- A. Non-signing of GSA within 15 business days of issuance of NOA.
- B. Non submission of payment security under the terms of the GSA, by 30 days prior to the 15.07.2024.
- C. Bidder is disqualified from the bidding process prior to award of contract according to the provisions under Section 3 of Integrity Pact attached at **Appendix-10** of Section B.
- D. On the occurrence of any other event as stipulated in the RFP.
- E. If bidder backs out after any provisional allocation/issuance of the NOA.
- F. On non-submission of valid bid during the first bid period.

In addition to the forfeiture of the Security Deposit, on occurrence of any (or combination) events as specified above will lead to cancellation of allocation of gas and termination of GSA (if applicable). In addition to the above, ONGC will have the right to initiate the process of banning/putting the bidder on a holiday list up to a maximum period of 2 (two) years.

- (f) Further, the Security Deposit will remain at the entire disposal of seller(s)/ ONGC as a security for the satisfactory completion of the obligations by the Buyer, in accordance with the conditions of this RFP and GSA, until the submission of the payment security in accordance with the terms of the GSA.

6. Biddable Parameters and Bidding Process

6.1. Biddable parameters

6.1.1. To participate in the e-auction, each bidder shall be required to quote valid bids against the two parameters: **(a) Initial Premium over the Reserve Gas Price; (b) Volume;**

6.1.2. **Price:** The “Reserve Gas Price” (in USD/MMBTU on GCV) is **13.50% multiplied with Dated Brent Price.**

“**Dated Brent Price**” for any month shall be the arithmetic average of the mean values of the high and low assessments of the benchmark crude oil “Dated Brent” (Platts Symbol: PCAAS00) as published in “Platts Crude oil Marketwire” in USD per barrel for each day during the immediately preceding 3 (three) calendar months (rounded off to 2 decimals), from the relevant month in which gas supplies are made.

6.1.3. Bidder is required to quote the Initial Premium over Reserve Gas Price i.e., “**P**”, which would be a premium over the Reserve Gas Price. During the e-auction, the “**P**” can be made in the increment of USD 0.10 /MMBTU. During the e-auction process, only upward increments of the price shall be allowed and it cannot be decreased.

6.1.4. Gas Price (in USD/MMBTU rounded off to 2 decimals) shall be the higher of: (a) Reserve Gas Price + ‘P’; and (b) the Floor Price;

Floor Price shall be Domestic Natural Gas Price (10 % of ICB) plus USD 1/MMBTU

“Domestic Natural Gas Price” for any month shall be 10% of Indian Crude Basket (ICB) as defined and notified by Petroleum Planning and Analysis Cell (PPAC) from time to time, pursuant to New Domestic Natural Gas Pricing Guidelines, 2014 dated 25.10.2014 / “ Review of New Domestic Gas Pricing Guidelines, 2014” dated 07.04.2023. Point no.4 of Guideline dated 07.04.2023 shall not be applicable to reserve gas price under discussion.

6.1.5. **Volume:** The bidder can quote minimum of 10,000 SCMD and up to a maximum of gas quantity on offer under this RFP or part thereof (in multiple of 5,000 SCMD).

6.1.6. During the e-auction, the volume bid can be increased or decreased, provided that the price bid is simultaneously increased. The volume can be increased or decreased in multiples of 5,000 SCMD. However, bidder will not be allowed to reduce the bid volume below the provisionally allocated volume as determined in Clause 6.6.

6.1.7. The bidders would be required to submit the bidding documents as per the list of documents as specified in Clause 5.1 for techno-commercial evaluation. The documents would be required to be

duly signed (using DSC) and uploaded on the portal before the due date as specified in Clause 7 of this RFP.

6.1.8. Bidders have to mention the usage of gas for which gas sourcing is planned, as provided in **Appendix 2 of Section B.**

6.1.9. The overall bidding process is divided into 3 stages: (i) Pre-bid stage (ii) Techno-commercial bid evaluation (iii) e-auction.

6.2. Pre-bid stage

6.2.1. **Publishing of bidding documents:** To apprise potential bidders of the e-auction process, the RFP (Request for Proposal) and GSA, etc. would be made available on the landing page of the e-auction portal of Empanelled Agency. The bidders would be able to download these documents without registering on the portal.

6.2.2. **Clarifications to Bidders' queries:** Bidders would be able to send their queries to the designated email address ongcgasbidding@mjunction.in before registering on the portal by date specified in Section 7 of this RFP. Bidder shall be required to mention the reference number of this RFP in the email. However, post registration on the portal, the bidders would also be able to upload their queries on the portal. The clarification to all the queries would be hosted on the e-portal.

6.2.3. **Pre-bid meeting:** A pre-bid meeting may be organized, at the discretion of ONGC, on a date specified in Clause 7 of this RFP. The pre-bid meeting would be an interactive session and provide bidders the opportunity to seek further clarifications and understand the process better and to seek clarifications in relation to the terms and provisions of the RFP and GSA. The pre-bid meeting would be open to all the interested bidders. The bidders willing to participate in the pre-bid meeting would be required to nominate maximum of two representatives from their organization to take part in the meeting. Bidders would be required to use their official email address to share the name, email address and phone number of the nominated person(s) to the designated email address (ongcgasbidding@mjunction.in). For the avoidance of doubt, prospective bidders can participate in the pre-bid meeting without registering on the e-auction portal.

6.2.4. **Registration on the e-auction portal:** After the last date of submission of bid documents (as mentioned in Clause 7 of this RFP), all the bidders who have submitted their documents for techno-commercial evaluation and whose techno-commercial bids are found acceptable by ONGC as per the terms of the RFP, will be provided with the login credentials of the e-auction portal.

6.3. Techno-Commercial Evaluation

6.3.1. Techno-commercial evaluation would be carried out for all the bids received and a list of techno-commercial qualified bidders shall be prepared.

6.3.2. Technical Criteria

(a) Bid should be complete and covering the entire scope of gas supply and should conform to

the terms and conditions of the gas supply indicated in the RFP, duly supported with documents wherever required. In case of incomplete and non-confirming bids, the bid may be rejected.

- (b) Bidders have to submit the documents which have been specified in Clause 5.1.1 of this RFP as well as provide details of the nature of business the bidder is engaged in.
- (c) Bidder to submit Security Deposit, as mentioned in Clause 5.2 of the RFP, in the form of Bank Guarantee (as provided in **Appendix 5 of Section B**) / Letter of Credit (as provided in **Appendix 6 of Section B**).
- (d) In addition to the above, bidders, as part of the techno-commercial bid, will submit the following declarations as per the proforma provided in Section B of this RFP:
 - i) Acknowledgment of bidding document as per **Appendix 1**.
 - ii) Bid Submission Proforma as per **Appendix 2**.
 - iii) Confirmation Checklist as per **Appendix 3**.
 - iv) Proforma certificate on relatives of Directors of ONGC to be submitted pursuant to Sections 184 and 188 of Companies Act, 2013 as per **Appendix 4**.
 - v) Undertaking regarding Fraud Prevention Policy of ONGC as per **Appendix 7**.
 - vi) An undertaking, as per the format provided in **Appendix 8**, stating that it has obtained/ will obtain all the necessary statutory/regulatory compliances before commencement of gas offtake.
 - vii) An undertaking, as per the format provided in **Appendix 8A**, declaring that the aggregate gas requirement from each of the facilities will be greater than 50,000 SCMD.
 - viii) A declaration, as per the format provided **Appendix 9**, to the effect that neither the bidder themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity (the “bidder group”), are currently serving any banning orders issued by ONGC or its subsidiaries debarring the bidder group from carrying on business dealings with ONGC or its subsidiaries.
 - ix) A signed copy of the Integrity Pact, as per the format provided in **Appendix 10**.

6.3.3. Commercial criteria

- (a) For ascertaining commercial eligibility of the bidder, net worth of the bidder for the previous financial year from the date of publication of RFP/ Notice Inviting Offer (NIO) shall be considered. The bidder will have to demonstrate that it has positive net worth in the immediately previous financial year prior to the date of RFP/ NIO. Bidder to submit audited annual accounts of previous immediate financial year for ascertaining their commercial eligibility. The date (i.e., the financial period closing date) of the immediate previous year’s annual accounts should not be older than 18 (eighteen) months from the date of RFP/ NIO.
- (b) In case the bidder is company and is newly formed (i.e. one which has been incorporated in last 5(five) years from the RFP/ NIO date), who does not qualify financial criteria (i.e.

net-worth being positive) by itself and submits its bid based on the financial strength of its promoter company, then same financial criteria (i.e., positive net worth) would also apply to its promoter company and for ascertaining the same, the following documents need to be submitted:

- A. Financial statement showing positive net worth of the promoter company;
- B. Corporate Guarantee on the promoter company's letter head signed by an authorized official undertaking that they would financially support the newly formed company for executing the GSA in case the same is awarded to them and would be ultimately liable for fulfilling the obligations of the Buyer; and
- C. Certificate of Incorporation issued by Registrar of Companies

(c) In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) and does not meet the financial criteria i.e. net worth being positive) by itself and submits its bid based on the financial strength of its parent/holding company, then same financial criteria would also apply to the parent/holding company and ascertaining the same following documents need to be submitted:

- A. Financial Statement showing positive net worth of the parent/holding company.
- B. Corporate Guarantee from parent/ holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company i.e., the bidder, for executing the GSA in case gas is allocated to them and would be ultimately liable for fulfilling the obligations of the Buyer.
- C. The bidder shall submit documentary evidence that the company is a 100% subsidiary of the parent/ultimate parent/holding parent company.

6.3.4. Prior to detailed technical evaluation of the techno-commercial bids, ONGC will assess if the bids are responsive. A bid will be considered responsive if the bidder has submitted the documents as specified in Clause 5.1.1 of this RFP and all other documents. A bid shall be considered as technically and commercially valid if all of the requirements and documents specified in Clauses 6.3.2 and 6.3.3 of this RFP have been submitted to the satisfaction of ONGC, subject to any clarifications sought by ONGC.

6.3.5. The Empanelled Agency/ ONGC can seek clarifications, if any, with respect to the documents submitted by any of the bidders for techno-commercial evaluation. The bidders would be required to submit their responses within the stipulated time conveyed by Empanelled Agency/ ONGC. Failure to submit the replies to the clarifications/queries may lead to rejection of the respective bids.

6.3.6. ONGC/ the Empanelled Agency reserves the right to reject any bid based on the evaluation of the documents. Subsequently, ONGC/ e-auction agency shall have the right not to entertain any request for alteration, modification or substitution of any one or all of the documents with respect to the technical evaluation, provided that ONGC/ e-auction agency may, at its sole discretion, allow a bidder to rectify any infirmities or omissions if doing so does not constitute a material modification of the documents provided initially.

6.3.7. ONGC reserves the right not to proceed with the evaluation of the techno-commercial bid at any

time without notice or liability to any bidder and to reject any or all techno-commercial bids received without assigning any reasons. In such an event, the Security Deposit shall be returned to the respective bidders within 15 (fifteen) working days after ONGC to not proceed with such techno-commercial evaluation.

- 6.3.8. ONGC reserves the right to seek additional documents/information in future which it may deem fit to ascertain Buyer's capability to offtake gas as per the terms of GSA or due to issuance of any notification/ guidelines by Government of India, during the process of this RFP.
- 6.3.9. After the techno-commercial evaluation of the documents, all eligible bidders will be informed of their advancement to next phase of the bidding process for e-auction which would be done on <https://auction.coaljunction.com> on the date specified in Clause 7 of this RFP. As part of the e-auction process, bidders advancing to the e-auction stage will be provided with the login credentials by the Empanelled Agency.

6.4. e-Auction

Rules and regulations on conduct of e-auction:

- 6.4.1. During the auction, bidders may contact the auction helpdesk numbers for any assistance/clarification regarding online bid submission as per Clause 9.
- 6.4.2. All bidders are required to be active during bidding.
- 6.4.3. The bidders must also ensure that their contact numbers are kept free from any other calls so that Empanelled Agency's representatives can reach out to the bidders easily whenever required.
- 6.4.4. Bidders to ensure stable connectivity. Empanelled Agency or ONGC will not be responsible for any non-connectivity or infrastructural failure at bidder's end.
- 6.4.5. Bidders to keep their email inbox open to receive any files, if sent, during the event.
- 6.4.6. Empanelled Agency recommends bidding at least 5 minutes prior to auction closing time to avoid any last minute bid placement. Bidders placing their bids at the last minute will be doing so at their own risk. It is advised to bid well in advance of the auction closing time.
- 6.4.7. E-auction will start as per the time schedule intimated in Clause 7. The time indicated in notice is fixed and under no circumstance will this time be changed, unless otherwise notified in writing by the Empanelled Agency. Bidders are required to take necessary steps and be prepared to commence participation at the above mentioned time.
- 6.4.8. All organizations to note that the executive of the participating organization placing bids online shall be treated as an authorized representative of the organization for placement of bid on behalf of their organization.
- 6.4.9. The bidders need to change their password to keep it secure. Empanelled Agency or ONGC will not be responsible for any misuse of bidders Login ID and password.
- 6.4.10. Bids once made during the course of the e-auction, cannot be cancelled / withdrawn and a submission of bid during the e-auction will amount to participation in the tender/ e-auction

process. ONGC shall take appropriate action in case of non- acceptance of allocation by the bidders (in case the same is conforming to RFP conditions).

- 6.4.11. Multi log in using the same user ID and password is not permitted. Please note that bidder can login with their respective user ID and password from one connection only. Simultaneously logging in using the same user ID and password is not possible. In case simultaneous login happens then second logger will receive a message that somebody is already logged in and in case bidder is still interested to login, the first person will be logged out.
- 6.4.12. Participating bidders need to ensure continuous, uninterrupted and secure operations at their end. Empanelled Agency shall not be responsible for any interruption or failures on these counts.
- 6.4.13. Bidder is responsible for maintaining the confidentiality of their user ID and password for restricting access to their computer, computer system and computer network and bidder shall be held responsible for all activities that occur using their user ID and password.
- 6.4.14. All commercial/ contractual terms are offered by and agreed to between bidder and ONGC alone. Empanelled Agency does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/ contractual terms between bidders and ONGC.
- 6.4.15. The e- auction schedule shall be communicated to all the eligible bidders. ONGC retains the right to cancel or reschedule or relaunch of the e - auction.
- 6.4.16. ONGC's decision on the allocation and subsequent execution of the GSA, in accordance with the terms and conditions of the bidding document, shall be final and binding on all the bidders.
- 6.4.17. **Mock run and training of the e-bidding portal to bidders**

Prior to the e-auction date, as specified in Clause 7, the Empanelled Agency shall organize a mock run/ training of e-auction process to help bidders familiarize themselves with the features of the e-auction portal. Such mock run shall be held on a predetermined date as specified in Clause 7 of this RFP. The Empanelled Agency shall notify the requisite details for the mock run to relevant bidders via email. Bidders can either complete the training modules uploaded on the portal or can opt for offline training session.

6.4.18. **Competitive e-auction**

The bidding will start at a date and time specified as per Clause 7 of this RFP. The e-auction will be of 90 minutes unless extended in accordance with Clause 6.5.8 of this RFP.

6.5. Bid parameters and bidding rounds

- 6.5.1. All the techno-commercially qualified bidders are eligible to participate in the e-auction process. During the e-auction process, the following variable will be quoted by the bidders and can be modified during each round of the e-auction:

6.5.2. **Price Bids:**

- A. As mentioned above in Clause 6.1.3, the bidders will be required to quote 'P', on USD/MMBTU basis, which would be the positive non-zero premium over the Reserve

Gas Price.

- B. **Starting price bid:** The starting price bid for the bidding process shall be USD 0.10/MMBTU. Each bidder shall be required to enter bids that are higher than or equal to the starting price bid. Any bids lower than such starting price bid shall not be accepted by the system on the e-auction portal.
- C. **Ticker size for price bid:** During the e-auction, bidders will be permitted to increase the price bid and the price bid cannot be decreased. The minimum increment ticker size for the price bid shall be USD 0.10/MMBTU, and the bidder can only increase its previous price bid in multiples of the ticker size.

6.5.3. Volume related bids

- A. **Total Volume available:** A total volume of 60,000 SCMD would be available for bidding.
- B. **Minimum Volume Bid:** The minimum volume that can be bid for as the starting volume bid shall be 10,000 SCMD.
- C. **Maximum Volume Bid:** The maximum volume for the bidding process shall be 60,000 SCMD.
- D. **Ticker size for volume bid:** The volume bid can be increased or decreased in multiples of ticker size during the bidding process and ticker size for the volume bid shall be 5,000 SCMD.

The volume bid can be increased or decreased provided the price bid is increased. However, bidder shall not be allowed to reduce the bid volume below the provisionally allocated volume which will be determined dynamically on the e-auction portal.

- 6.5.4. Once the e-auction starts, a pre-defined period of the first 60 minutes shall be considered as the “**First Bid Period**”. Each bidder is required to submit quotes for both parameters (i.e., Price and Volume) during the First Bid Period. Only bidders who have submitted valid bid(s) during this First Bid Period shall continue to participate in the remaining period of the e-auction. A bidder who fails to submit a valid bid during the First Bid Period will not be able to participate further in the e-auction. All the qualified bidders, during the e-auction process would be able to see the quantity of gas allocated out of initially quoted quantity against their quoted price along with highest price at which provisional allocation is being made in accordance with Clause 6.6. However, bidders would not be able to see the allocated volumes of other bidders.
- 6.5.5. Upon the submission of a valid first bid within the First Bid Period, a bidder can revise its bid any number of times during the duration of the e-auction.
- 6.5.6. The entire e-auction process will be dynamic and will be subject to extensions as per Clause 6.5.7.
- 6.5.7. **Extension of e-auction duration:** If a bid is received within the last 5 (five) minutes before the close of the e-auction duration such bid alters the provisional allocation quantity determined by the e-auction portal for any of the bidders, there would be an automatic 15 (fifteen) minutes extension of the auction duration. The 15 (fifteen) minutes auto extension will start from the time of the first bid received within the last 5 (five) minutes before the closure of the auction period. There will be unlimited auto extensions. In case the e-auction does not get closed within 18:30

hours of a particular day then the auction will get automatically paused and the same will be resumed at 11:30 hours of the next business day.

- 6.5.8. **E-auction closure:** The e-auction process ends if there is no bid revision in the period specified above in Clause 6.5.7 or if no valid bids are received within the First Bid Period.

6.6. Determination of provisional quantity and final quantity allocation

- 6.6.1. During the bidding process, following steps will be followed to determine provisional allocation, when there is any change in the price quoted by the bidders.

- 6.6.2 **Step 1:** The gas price bid will be arranged in descending order.

Step 2: The provisional quantity for each of the bidders shall be determined as follows:

- A. Based on the initial quoted price, the provisional quantity shall be determined for the highest bidder (the bidder quoting the highest price) for the full volume which it has quoted (subject to the maximum volume bid). This quantity allocation process will be followed by the next highest bidder for its quoted volume or remaining available volume, whichever is lower, and so on until the total available volume is fully allocated.
- B. If there is a tie in the quoted price for any bids, the E-Portal shall arrange such tied bids in descending order based on the volume quoted by the bidders. In such case, the Provisional Quantity shall be determined for the bid which has quoted the higher volume amongst the tied bids, for its quoted volume or remaining volume, whichever is lower, followed by the next bid for next higher volume for its quoted volume or remaining volume, whichever is lower, and so on until the available volume is fully allocated.
- C. If there is a tie in both quoted price and quoted volume if the aggregate volume of gas quoted by these bidders is less than the available gas volume, the bidders will get volume allocated as per their quoted volume. In case if the aggregate volume of gas quoted by these bidders is more than the available gas volume, the available gas volume shall be pro-rated amongst the tied bidders as per their quoted quantity.

Step 3: Steps 1 and 2 shall continue throughout the e-auction and the provisional quantity shall continue to be determined by the e-auction portal dynamically, until the conditions for the closing of the e- auction process as specified in Clause 6.5.9 are met.

Step 4: Upon the closing of the e-auction, the provisional quantity determined based on the last bids received shall be considered as the final quantity for each bidder.

- 6.6.3 At the end of the e-bidding process, all the successful bidders would be notified regarding their respective provisional allocated volume.

- 6.6.4 Further, based on the result of the e-auction, ONGC will issue NOA and execute the GSA with the successful bidders.

7. Activity Schedule

7.1. The schedule of the entire sale of natural gas is given below:

| S. No. | Particular | Activity Date and Time |
|---------------|---|---|
| 1 | Publishing NIO, RFP and GSA | 16.03.2024 |
| 2 | Last date for submission of queries of bidder | 26.03.2024 |
| 3 | Pre-bid meeting | 28.03.2024 |
| 4 | Bidder training & mock runs | 16.03.2024 to 04.04.2024 |
| 5 | Start of bidder registration on the e-auction portal | 16.03.2024 from 09:00 Hours to 04.04.2024 till 18:00 Hours |
| 6 | Last date for bid submission (Technical Bid) along with documents etc. under pre-qualification process. | 05.04.2024 till 19:00 Hours |
| 7 | Last date of the receipt of physical copy of Security Deposit | 08.04.2024 |
| 8 | Notification to techno-commercially qualified bidders | 12.04.2024 |
| 9 | E-Auction training sessions/Mock run | 13.04.2024 |
| 10 | E-Auction Date | 15.04.2024 |

8. General Guidelines

- 8.1. Bidders are expected to thoroughly understand, evaluate and examine all instructions, forms, undertakings, requirements, and terms and conditions of the RFP including GSA. Each bidder is required to submit its bid based on the terms and conditions of this RFP and the GSA, without any deviations or conditionality. A submission of the bid would imply unconditional acceptance of all the terms and conditions in the RFP and GSA.
- 8.2. Each Bidder shall participate in the e-auction at its own expense and none of the expenses incurred in its participation can be claimed from ONGC or Empanelled Agency, regardless of the outcome of the e-auction.
- 8.3. Bids, once made, cannot be cancelled / withdrawn after the Bid closing date. Each bidder undertakes to offtake the final quantity as determined at the end of the e-auction, at the price determined pursuant to the e-auction.
- 8.4. Failure to furnish any/all information/documents required under this RFP may lead to disqualification of the bidder.
- 8.5. In addition to the Gas Price, each bidder acknowledges and agrees that such price is ex-ONGC installation and is exclusive of taxes, duties, service tax, GST, education cess, sales tax/VAT, Octroi, and all other statutory levies as applicable at present or to be levied in future by the Government of India or State Government or any other local body or bodies payable on sale of gas by ONGC to the Buyer and these shall be borne by the Buyer over and above the price determined during the e-auction.
- 8.6. In case the provisional allocation determined during the e-auction is in decimals, the same will automatically be rounded off to the nearest 10's of the preceding whole number. (eg. 6333.33 would be round off to 6330). Each bidder acknowledges that this rounding off may result in the sum total of provisional quantity determined during the e-auction being less than or equal to the total quantity of gas available for bidding.
- 8.7. Each bidder acknowledges and agrees that the invitation by ONGC for submission of bids does not constitute a commitment by ONGC to supply or sell gas. ONGC's obligation to supply or sell gas to a Buyer shall become effective only upon the execution of the GSA by ONGC/ Sellers and the respective Buyer.
- 8.8. After confirmation of the provisional allocation/ issuance of NOA, in case bidder surrenders gas allocation, fails to execute GSA and provide the payment security i.e. the letter of credit under the GSA, then the entire Security Deposit of the bidder will be forfeited and bidder will not be allowed to participate in next two subsequent tenders of ONGC for sale of natural gas or crude oil. In addition to the above, ONGC will have the right to initiate the process of banning/putting the bidder on a holiday list up to a maximum period of 2 (two) years.

- 8.9. Each bidder acknowledges and agrees that this Request for Proposal (RFP) by ONGC does not constitute any commitment to supply or sell gas and is only an invitation to offer. The Notification of Award (NOA) will constitute the formation of the contract and the same shall remain binding on both the parties till the GSA is signed. Gas supply to the bidder shall not commence unless payment security is furnished and GSA is signed.
- 8.10. Any attempt by a bidder to influence the e-Auction process or other bidders, bid evaluation or the allocation process shall immediately result in disqualification of its bid.
- 8.11. In case of any conflict between the provisions of this RFP and the GSA, the provisions of the GSA shall prevail.
- 8.12. The outcome of the e-auction and the results determined pursuant to the e-auction shall be final and binding on all bidders and shall not be a subject of dispute under any circumstances.
- 8.13. Each bidder represents and acknowledges to ONGC and Empanelled Agency that it possesses the necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved, in the performance of the provisions of this RFP and the GSA.
- 8.14. In the unlikely event of data loss or corruption, and if the back-up facility is also affected, Empanelled Agency shall decide whether the e-auction shall be continued or suspended until further notice. In this case, the decision of the Empanelled Agency shall be final and binding upon all bidders.
- 8.15. Bidders are advised to ensure that the computer system (configured with minimum information technology requirements as per Section 4 of this RFP), internet availability and connectivity, power source, DSC, internal support personnel, etc. are available at their end along with necessary back-up options to deal with any contingencies which may arise during the e-auction. Any disruptions at the bidder's end shall be the sole responsibility of the bidder. ONGC or Empanelled Agency shall not be responsible, in any manner whatsoever, for the same.
- 8.16. By submitting a bid, each bidder certifies that:
- (a) it has arrived at its bid without agreement with any other bidder of this RFP for the purposes of restricting competition or otherwise;
 - (b) the bid parameters submitted have not been disclosed and shall not be disclosed to any other bidder;
 - (c) no attempt has been made by it to induce any other bidder to submit or not to submit a bid for the purposes of restricting competition;
 - (d) no attempt has been made by it to collude with another bidder in determining its bids or influencing the decisions of other bidders.
- 8.17. ONGC reserves the right to withhold or withdraw the e-Auction process at any stage or cancel or modify the process or change / modify / amend any or all provisions of this RFP, at any time, without assigning any reason whatsoever by notice to all bidders. ONGC shall have sole discretion and reserve the right, without any obligation or liability, to accept or reject any or all

of the bids at any stage of the e-auction process. ONGC, at its own discretion, can seek additional documents from bidders that it may require to ascertain the capability of bidders to offtake gas as per the terms of GSA.

9. Bidding Support

- 9.1. A bidder who requires any clarifications pertaining to the E-auction Process in general or technical support during E-auction Process may seek the required assistance at the following:

| Query Type | Contact Details |
|---|--|
| General clarification regarding bidding process OR for any kind of technical support | ongcgasbidding@mjunction.in |
| Helpdesk Numbers for e-auction | 033-6601-1717 / 033-6603-1747 |
| Helpline Nos | <i>Rinku Ghosh - 8584008162 Nirmalya Ghosh – 9163348285</i> |
| Auction Helpline Nos | <i>Souvik Ghosh - 9163348134 Arijit Paul – 9163348277</i> |

Section B

Appendix-1

**BIDDING DOCUMENT ACKNOWLEDGEMENT
PRO-FORMA**

(On bidder's letter head)

Dated: _____

To,
Asset Manager,
ONGC, CBM Asset,
1st Floor, HSCL
Building, Jharkhand.

PIN- 827001

Dear Sir/Madam,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of GSA and RFP enclosed to the "Notice Inviting Offer (NIO)" pertaining to Gas Sales from Jharia Block.

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of ONGC/ Sellers and that the said documents are to be used only for the purpose intended by ONGC.

Our address for further correspondence on this offer will be as under:

FAX NO:

TELEPHONE No:

PERSONAL ATTENTION OF: (IF REQUIRED)

Yours faithfully,

(Signature of bidder)

Note: This form should be uploaded along with techno-commercial bid, digitally signed.

BID SUBMISSION PRO-FORMA

(On bidder's letter head)

To,
Asset Manager, ONGC,
CBM Asset,
1st Floor, HSCL Building, Jharkhand.
PIN- 827001

Dated: _____

Dear Sir/Madam,

1. I/We hereby offer to purchase the natural gas detailed in terms of RFP and draft GSA to or such portion thereof as you specify in the award of allocation and agree to hold the validity of this bid till the execution of the GSA.
2. I/We have understood and agree to comply with the RFP, GSA and any addendums / corrigendum thereto for purchasing natural gas and am/are fully aware of the nature of the gas to be purchased and my/our offer is to purchase natural gas strictly in accordance with the conditions mentioned in RFP and GSA and any addenda / corrigenda thereto.

Yours faithfully,

(Signature of bidder)

Note 1: This form should be uploaded along with techno-commercial bid, digitally signed.

CONFIRMATIONS TO BE GIVEN BY THE BIDDERS

| | | |
|---|--|--|
| Following confirmations are to be given by the bidder by selecting confirmed /not confirmed in the last column | | |
| 1. | I/We hereby confirm that our unconditional validity of the bid is for 180 days from the publication of RFP/ NIO. | |
| 2. | I/We hereby confirm that our bid is firm during the entire duration of the tendering/ e-auction process without any qualification. | |
| 3. | I/We hereby confirm acceptance of Scope of terms of natural gas supply <i>in toto</i> , without exceptions and exclusions. | |
| 4. | I/We hereby confirm that all handwritten matter in all the documents submitted are authenticated by me/us. | |
| 5. | I/We hereby confirm that in all the legal documents submitted, the signatures of witnesses are taken. | |
| 6. | I/We hereby confirm that I/we have submitted the scanned copy of the Integrity Pact duly signed on all pages. | |

Yours faithfully,

(Signature of bidder)

Note: This form should be uploaded along with techno-commercial bid digitally signed.

Note: If any box above is not marked or falsely tick marked, the bid is likely to be rejected.

**PRO-FORMA CERTIFICATE ON RELATIVES OF DIRECTORS OF ONGC TO BE
SUBMITTED PURSUANT TO COMPANIES ACT, 2013**

CERTIFICATE

(to be provided on bidder's letterhead)

This has reference to our proposed offer/bid for utilization of natural gas from Jharia Block

For the purpose of Sections 184 and 188 of the Companies Act, 2013, we certify to the best of my/our knowledge.

- (i) I am not a relative of any Director of ONGC.
- (ii) We are not a firm in which a Director of ONGC or his relative is a partner.
- (iii) I am not a partner in a firm in which a Director of ONGC or his relative is a partner.
- (iv) We are not a private company in which a Director of ONGC is a member or Director.
- (v) We are not a Company in which Directors of ONGC hold more than 2% of the paid-up share capital of our company or vice-versa.

Signature

(Authorized Signatory of the Bidder)

Place:

Date:

Note: "Relative" means as mentioned in Section 2 of the Companies Act 2013.

Note: This form is to be submitted along with techno-commercial bid

(On non-judicial stamp paper as per stamp
duty applicable)

PRO-FORMA OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT

(On non-judicial stamp paper as per stamp duty applicable)

PRO-FORMA OF BANK GUARANTEE towards SECURITY DEPOSIT(S)

Ref No.

Bank Guarantee No.

Dated

To,

-----,
ONGC, -----,

Dear Sir,

1. Whereas Oil and Natural Gas Corporation Ltd. Incorporated under the Companies Act, 1956, having its registered office at Deendayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj New Delhi 110070 and one of its offices at ONGC, _____ Asset, _____, Dist.:_____, _____(State) Pin – _____(hereinafter called 'ONGC' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated an Tender / E-bidding for sale of natural gas from -- _____(any details w.r.t NIO may be included like RFP no., etc.)_____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid against RFP no. <The RFP No. to be entered > and Bidder having agreed to furnish as a condition precedent for participation in the said tender a Security Deposit with the said Application in the form of unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures)_____ (Indian Rupees / (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Offer (NIO) and other terms and conditions contained in the Bidding documents supplied by ONGC which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.
2. We _____(Name of the Nationalized Bank) registered under the laws of _____ having head/registered office at _____ (herein after referred to as "The Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by ONGC, the amount of Indian ₹ _____ (Indian Rupees _____ only) (in figures and in words) in aggregate at any

time without any demur and recourse and without ONGC having to substantiate the demand. Any such demand made by ONGC shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
4. The Bank also agrees that this guarantee shall be irrevocable and without recourse and governed and construed in accordance with Indian laws and subject to exclusive jurisdiction of Indian Courts of New Delhi.
5. This guarantee shall be irrevocable and without recourse and shall remain in force up to _____, and any demand in respect thereof should reach the Bank not later than the aforesaid date.
6. Notwithstanding anything contained herein above, our liability under this guarantee is limited to Indian ₹_____ (Rupees_____ only) (in figures and in words) and our guarantee shall remain in force until _____ (indicate the date of expiry of Bank Guarantee).
7. Any claim under this Guarantee must be received by us before the expiry of this Bank guarantee. If no such claim has been received by us by the said date, all the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.
8. In witness whereof, the bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ at _____.

(Signature)

Full name, designation and

Official address (in legible letter)

With Bank stamp.

(Attorney/Authorization No. of Signing Authority)

Date _____

WITNESS NO. 1

(Signature)

Full name and official address
(In legible letters)

WITNESS NO. 2

(Signature)

Full name and official address
(In legible letters)

Note:

- (i) This Bank Guarantee/ all further communications relating to the Bank Guarantee should be forwarded to the office of
- (ii) Bank guarantee, duly executed as per the above format, is to be enclosed with the offer.

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE TOWARDS SECURITY DEPOSIT (SD)

1. The Bank Guarantee by Indian Bidders will be given on non- judicial stamp paper/franking receipt as per stamp duty applicable at the place where RFP has emanated. The non-judicial stamp paper/franking receipt should be either in name of the issuing Bank or the bidder.
2. The Bank Guarantee by Indian bidders will be given from Nationalized/Scheduled Commercial Banks only and in case of scheduled commercial private sector bank, minimum AA credit rating from any of ICRA/CRISIL/CARE/IND-RA will be required.
3. In case of Security Deposit is being provided from a scheduled commercial private sector bank then the requirement of AA credit rating of the bank would be checked at the time of submission and subsequent renewal thereof (if any).

PRO-FORMA FOR LETTER OF CREDIT (L/C) TOWARDS SECURITY DEPOSIT

UNCONDITIONAL IRREVOCABLE LETTER OF CREDIT. NO.

BENEFICIARY: OIL AND NATURAL GAS CORPORATION LTD,

To,

The,

ONGC,,

.....

AMOUNT OF LETTER OF CREDIT: ₹_____.

EXPIRY DATE._____.

We hereby established unconditional irrevocable Letter of Credit no.-----Dt.-----
--in favour of Oil and Natural Gas Corporation Ltd., _____ Asset, _____
Dist.:_____, _____ Pin-_____ for ₹_____ against RFP no.
<RFP no. to be entered> as per following details:-

1. This is an unconditional IRREVOCABLE and without recourse LETTER OF CREDIT which allows multiple part encashment and is valid up to _____ for submission of documents for negotiation to the bank.
2. This Letter of Credit covers payment towards Security Deposit (SD) as a part of the bid to cover the corresponding SD Value as per provision of the RFP.
3. All bank charges including negotiation/ handling and interest charges will be borne by the opener of Letter of Credit i.e. Bidder/buyer.
4. If the payment to ONGC/ONGC banker is not made at sight of documents, interest @ SBI Base Rate plus 6 % (six percent) per annum compounded quarterly for each day payments are overdue until paid, shall be charged.
5. Payment against the Letter of Credit shall be released immediately on presentation of duly signed invoice/provisional invoices/ debit notes in duplicate by ONGC.
6. This unconditional irrevocable Letter of Credit is available for negotiation directly with the issuing Bank/Branch or through ONGC's bankers without recourse to the drawer.
7. The Issuing Bank undertakes not to amend any of the terms and conditions of this letter of credit (L/C) without prior consent of Beneficiary during the validity of this Letter of Credit.
8. The issuing Bank certifies that the officer(s) signing this Letter of Credit is

(are) authorized for this purpose and shall remain binding upon the issuing bank.

9. The Issuing Bank shall forward and submit this Letter of Credit to the Advising Bank for advising of this Letter of Credit to Beneficiary

We hereby guarantee to protect the beneficiary from any consequences, which may arise in the event of non-acceptance or non-payment of, draft drawn in accordance with the terms of credit.

Yours faithfully

(Sign of authorized Officer of

Bank)

Instructions for the Applicant:

In case the bank issuing the Letter of Credit is the nature of a scheduled commercial private sector bank, a minimum AA credit rating from any of ICRA/CRISIL/CARE/IND-RA will be required.

A confirmation in this regard shall be obtained from the issuing bank by the Applicant and submitted to ONGC. In case of non-receipt by ONGC of this confirmation from the issuing bank, the bid will be rejected.

It is hereby clarified that the requirement of AA credit rating, as provided above, will be verified at the time of submission of the letter of Credit as well as at the time of any subsequent renewal of the Letter of Credit (if such renewal is required).

Appendix-7

Undertaking regarding Fraud Prevention Policy

(On company letter head)

To,
Asset Manager, ONGC,
CBM Asset,
1st Floor, HSCL Building, Jharkhand.
PIN- 827001

Dated: _____

Sub: Undertaking regarding Fraud Prevention Policy of ONGC.

Dear Sir/Madam,

I/We have read the Fraud Prevention Policy of ONGC available at ONGC's public portal <http://www.ongcindia.com/> and would adhere to the same and shall not indulge myself/ourselves or allow others to indulge in fraudulent activities and would immediately apprise ONGC of the fraud/suspected fraud as soon as it comes to my/our notice.

FAX NO:

TELEPHONE No:

PERSONAL ATTENTION OF: (IF REQUIRED)

**Yours faithfully,
(BIDDER)**

Name:

Designation:

Note: This form is to be submitted along with techno-commercial bid

Appendix 8

Undertaking regarding statutory/ regulatory compliances at the time of bid submission (On bidder's letter head)

To,
Asset Manager, ONGC,
CBM Asset,
1st Floor, HSCL Building, Jharkhand.
PIN- 827001

Dated: _____

Dear Sir/ Madam,

We have read the terms and conditions provided in the RFP and GSA regarding obligation of the bidder to obtain all the necessary statutory/regulatory clearance for the proposed gas usage, including but not limited to, if required, from the Petroleum and Natural Gas Regulatory Board (PNGRB), in case offtake of aggregate gas for a facility is less than 50,000 SCMD.

We hereby represent that we have obtained/will obtain all the necessary statutory/regulatory compliances and prior approvals from the appropriate governmental and regulatory authorities for the proposed gas usage.

We undertake and warrant that, in the event of us being declared as a successful bidder, as on the date of commencement of gas offtake under the GSA we will have obtained and will have in place and keep valid all the necessary statutory/regulatory compliances and prior approvals from the appropriate governmental and regulatory authorities for the proposed gas usage.

We further agree and undertake that any delay in gas offtake due to absence of the applicable statutory/regulatory clearances and prior approvals from relevant regulatory and governmental authorities, will attract liquidated damages/forfeiture of Security Deposit as per the terms and conditions of this RFP and GSA.

We confirm that we will hold harmless and indemnify ONGC against any loss, damage, notice, prosecution etc. arising out of commencement of gas by ONGC relying on the above representation and warranty furnished by us.

Yours faithfully,
(BIDDER)

Name:

Designation:

Note: This form is to be submitted along with techno-commercial bid

Appendix -8A

**Undertaking regarding statutory/ regulatory compliances prior to commencement of gas off-take
(On bidder's letter head)**

To,
Asset Manager, ONGC,
CBM Asset,
1st Floor, HSCL Building, Jharkhand.
PIN- 827001

Dated: _____

Dear Sir/ Madam,

We, _____(*insert legal name of bidder entity*), having our facilities inside a Geographical Area (_____) (name of the GA to be mentioned), as declared by the Petroleum and Natural Gas Regulatory Board, hereby declare that our aggregate gas requirement is more than 50,000 SCMD in each of our facilities.

Yours faithfully,
(BIDDER)

Name:

Designation:

Note: This form is to be submitted along with techno-commercial bid

Note: In case the bidders facilities are not inside any GA, such undertaking shall not be required to be filled.

Declaration regarding banning order.

(On bidder's letter head)

To,
Asset Manager, ONGC,
CBM Asset,
1st Floor, HSCL Building, Jharkhand.
PIN- 827001

Dated: _____

Sub: Declaration regarding banning order.

Dear Sir/ Madam,

I/We hereby declare that neither ourselves, nor any of our allied concerns/partners/ associates/directors / proprietors involved in any capacity (the "bidder group"), are currently serving any banning orders issued by ONGC or its subsidiaries debarring the bidder group from carrying on business dealings with ONGC or its subsidiaries.

Yours faithfully,
(BIDDER)

Name:

Designation:

Note: This form is to be submitted along with techno-commercial bid.

PROFORMA OF INTEGRITY PACT, AS REVISED VIDE CIRCULAR NO.44/2016¹

(To be executed on plain paper and applicable for all tenders of value above Rs.1 crore)

INTEGRITY PACT

Between

Oil and Natural Gas Corporation Ltd (ONGC) hereinafter referred to as "The Principal",

and

..... hereinafter referred to as "The Bidder/ Contractor"

The Principal and the Bidder (s)/ Contractor (s) are collectively referred to as "the Parties"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----
----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal, by way of this Integrity Pact ("the Pact"), will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following:-
1. No employee of the Principal, personally or through relatives or any other person, will in connection with the tender, or for the execution of a contract, demand, promise or accept, for himself/herself or any third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The
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Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder additional/confidential information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2

Commitments of the Bidder/ contractor

- (1) The Bidder / Contractor commits to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder / Contractor will not , directly or through any other person or firm , offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder / Contractor will not enter into any agreement or understanding with other Bidders in connection with the bid, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India/Indian Penal Code, 1860. Further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 5. The bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder(s)/ contractor(s) of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender.

6. The bidder(s)/ contractor (s) who have signed the Pact shall not approach the Courts while the matters/disputes/issues, related to tender process or the Contract are presented before the IEM and awaiting the final decision.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3

Disqualification from tender process and exclusion from future contracts

If the Bidder, before the contract is awarded has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question:-

- a) The Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
- b) The Principal is entitled to exclude the Bidder/Contractor from participating in future contracts /tenders

The imposition and duration of the exclusion will be determined by the Principal based on the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of six (6) months and maximum of three (3) years.

- i) An act/omission would be treated as a transgression after due consideration of the available evidence by the Principal.
- ii) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such disqualification/exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision of disqualification/exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- iii) If the Bidder / Contractor can prove that he has restored the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the aforesaid disqualification/exclusion prematurely.

Section 4

Compensation for Damages

- (1) Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the principal shall have the following rights in case of breach of this Pact by the Bidder/Contractor:
 - a) To forfeit the Earnest Money/Bid Security if the Bidder is disqualified from the tender process prior to the award in terms of Section 3;

- b) To forfeit/invoke the Security Deposit /Performance Bank Guarantee if the Principal has either terminated or is entitled to terminate the contract of the Bidder in terms of Section 3.

Section 5
Previous transgression

- (1) The Bidder declares that he has not committed any transgressions in the last three (03) years against any Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could invite/justify his exclusion from this tender process.
- (2) Any concealment of information or misrepresentation of facts, in regard to the aforesaid, can lead to his disqualification from the tender process or termination of the contract, if already awarded, or invite any other appropriate action(s) as deemed fit.

Section 6
Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Principal will enter into Pacts on identical terms with all bidders and contractors.
- (2) The Bidders(s) / Contractor(s) undertake(s) assures to procure from all their subcontractors an undertaking for adoption of this Pact. The Bidder(s)/Contractor(s) shall be alone be responsible for any violation(s) of the provisions laid down in the Pact by any/all of their sub-contractor(s) or sub-vendor(s).
- (3) The Principal will be entitled to disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7
Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, as per existing Anti-Corruption Law in India, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8
Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor as nominated and approved by the Central Vigilance Commission. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. The IEM would be required to sign 'Non-Disclosure Agreements' alongwith a declaration

of 'Absence of Conflict of Interest'. In case of any conflict of interest arises at a later date, the IEM shall inform Chairperson of the Board of the Principal and recuse himself/herself from that case.

- (2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal. The IEM would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- (3) The Bidder/Contractor accepts that the IEM has the right to access, without restriction, Project documentation available with the Principal including the documents/records/information provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the documents/records/information of the Bidder / Contractor / Subcontractor with confidentiality.
- (4) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the Project provided that such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The parties will offer to the IEM the option to participate in such meetings.
- (5) As soon as the IEM notices, or suspects, a violation of this Pact, he will inform the Management of the Principal and request the Management to discontinue or rectify the violation, or take any other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to the Bidder /Contractor to present his case before making its recommendations to the Principal.
- (6) The IEM is expected to tender their recommendation on all the complaints within 30 days of their receipt, to the Chairperson of the Board of the Principal. Further, should the occasion arise, the IEM may submit proposals for correcting problematic situations.
- (7) If the IEM has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India/Indian Penal Code, 1860, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEM may transmit this information directly to the Central Vigilance Commissioner, Government of India.

**Section 9
Pact Duration**

This Pact comes into force when both parties have signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during aforesaid duration, the same shall continue to be valid despite the lapse of this pact as specified above, till it is discharged / determined by Chairperson of the Board of the Principal.

**Section 10
Other provisions**

- (1) This Pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable to any issue / dispute arising under this Pact.
- (2) If the Contractor is a partnership or a consortium, this Pact must be signed by all partners or consortium members.
- (3) If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like warranty/guarantee etc. shall be outside the purview of IEM.

For the Principal
/ Contractor

For the Bidder

Place -----

Witness :-----

Date -----

Witness :-----