

Addendum - 2 to RFP no ONGC/RFP/RJY/ KG-ONN-2003/1 published on 28.03.2024 for sale of 0.06 MMSCMD gas from Nagayalanka NELP Block

Date: 9th April 2024

With reference to ONGC's Request for Proposal (RFP) No ONGC/RFP/RJY/ KG-ONN-2003/1 published on 28.03.2024 for sale of 0.06 MMSCMD gas from Nagayalanka NELP Block, all the interested bidders are requested to note the following highlighted changes in the model GSA:

Sl. No.	GSA Section no.	Existing	Proposed modification
1	Clause 1.09 (b) of GSA	"Annual Shortlifted Quantity" means 80% of Adjusted Annual Contracted Quantity (AACQ) less actual offtake during the Financial Year;	"Annual Shortlifted Quantity" means 70% of Adjusted Annual Contracted Quantity (AACQ) less actual offtake during the Financial Year;
2	Clause 6.01 (b) of GSA	(b) An amount equal to Gas Price of 80% (eighty percent) of the MCQ during a month adjusted with the following quantities for each day of the month (but without double counting): i) Quantity of Gas, up to the DCQ for the relevant day of the month, not accepted due to Force Majeure as per the Article 11; plus ii) Quantity of Gas, up to the DCQ for the relevant day of the month, not taken due to Scheduled Outage pursuant to Article 8; plus iii) Quantity of Gas, up to the DCQ for the relevant day of the month, that Buyer would have purchased and taken but	(b) An amount equal to Gas Price of 70% (Seventy percent) of the MCQ during a month adjusted with the following quantities for each day of the month (but without double counting): i) Quantity of Gas, up to the DCQ for the relevant day of the month, not accepted due to Force Majeure as per the Article 11; plus ii) Quantity of Gas, up to the DCQ for the relevant day of the month, not taken due to Scheduled Outage pursuant to Article 8; plus iii) Quantity of Gas, up to the DCQ for the relevant day of the month, that Buyer would have purchased and taken but

		<p>which Buyer rejected in accordance with Article 7 because it failed to meet the Specifications.</p> <p>(collectively, the “Monthly Minimum Guaranteed Offtake” or “MMGO”)</p> <p>The payment referred to under (b) above is the Monthly Minimum Guaranteed Offtake Charges (“MMGO Charges”). Notwithstanding the above, in case Gas available with Seller is less than Monthly Minimum Guaranteed Offtake and Buyer offtakes entire gas available, then Buyer shall pay only for the actual supply.</p>	<p>which Buyer rejected in accordance with Article 7 because it failed to meet the Specifications.</p> <p>(collectively, the “Monthly Minimum Guaranteed Offtake” or “MMGO”)</p> <p>The payment referred to under (b) above is the Monthly Minimum Guaranteed Offtake Charges (“MMGO charges”).</p> <p>Notwithstanding the above, in case Gas available with Seller is less than Monthly Minimum Guaranteed Offtake and Buyer offtakes entire gas available, then Buyer shall pay only for the actual supply.</p>
3	Clause 6.03 (i) of GSA	<p>Any quantity of Sellers Shortfall Gas (If in any Financial Year the Seller fails to supply 80% of the Annual Contract Quantity the difference between the quantity of the Gas supplied by the Seller and 80% of the ‘Annual Contract Quantity’ shall be classified as “Seller’s Shortfall Gas”).</p>	<p>Any quantity of Sellers Shortfall Gas (If in any Financial Year the Seller fails to supply 70% of the Annual Contract Quantity the difference between the quantity of the Gas supplied by the Seller and 70% of the ‘Annual Contract Quantity’ shall be classified as “Seller’s Shortfall Gas”).</p>