

## Addendum - 3 to RFP no ONGC/RFP/BOKARO/01 published on 21.06.2022 for sale of CBM gas from Bokaro block

Date: 12<sup>th</sup> July 2022

With reference to ONGC's Request for Proposal (RFP) No. ONGC/RFP/BOKARO/01 published on 21.06.2022 for sale of 0.20 MMSCMD CBM gas from Bokaro Block of CBM Asset and pre bid meeting held on 05.07.2022, all the interested bidders are requested to note the following highlighted changes in the RFP and model GSA:

Sl. No.	RFP/GSA Section no.	Existing	Proposed modification
1	Clause 2.5 of RFP	An offtake window of 30 days from the ONGC's readiness date or date of Tie-in connectivity of Bokaro GCS with GAIL's JHBDPL, whichever is later, would be provided to the Buyer to off-take gas. ONGC shall communicate the tie-in connectivity date of Bokaro GCS with GAIL's JHBDPL, at least 48 hours in advance to the Buyer.	An offtake window of 30 days from the ONGC's readiness date or date of Tie-in connectivity of Bokaro GCS with GAIL's JHBDPL, whichever is later, would be provided to the Buyer to off-take gas. <b>ONGC shall communicate about the tie-in connectivity of Bokaro GCS, at least 7 days in advance and any subsequent revision shall be communicated at least 48 hours in advance.</b>
2	Article 1.20 of GSA	"First Fortnight" means a period commencing at 0600 hours on first day of Month and ending on 0600 hours on sixteenth day of the Month and a "Second Fortnight" means a period commencing at 0600 hours on sixteenth day of the Month to 0600 hours	<b>"First Fortnight"</b> means a period commencing at 0600 hours on first day of Month and ending on 0600 hours on sixteenth day of the Month and a <b>"Second Fortnight"</b> means a period commencing at 0600 hours on sixteenth day of the Month to 0600 hours <b>on the first day of the succeeding calendar month.</b>
3	Article 01.31 of GSA	"Quarterly Minimum Guaranteed Offtake (QMGO)" has the meaning ascribed to it Article 06.01	Deleted
4	Article 06.01 of GSA	After commencement of actual gas offtake, BUYER shall pay to the SELLER the higher of the following:	After commencement of actual gas offtake, <b>BUYER shall pay the SELLER for the higher of the following:</b>

	<p>a. Price for the actual quantity of gas offtaken by BUYER or</p> <p>b. An amount equal to 80% of the Adjusted Quarterly Contracted Quantity (AQCQ) on the basis of the DCQ, i.e., the Quarterly Minimum Guaranteed Offtake (QMGO) charges. (under provisions of Article 05)</p> <p>In determining the Adjusted Quarterly Contracted Quantity for any Contract Quarter, the following deductions shall be made from the Quarterly Contracted Quantity (QCQ) for such Quarter:</p> <p>i) Any quantity of Sellers Deficiency Quantity (If in any Contract Quarter the Seller fails to supply 80% of the Quarterly Contracted Quantity the difference between the quantity of the Gas supplied by the Seller and 80% of the 'Quarterly Contracted Quantity' shall be classified as "Sellers Deficiency Quantity" on quarterly basis;</p> <p>ii) Quantity not accepted due to Force Majeure as per the Article 12;</p> <p>iii) Quantity not taken due to Scheduled Outage pursuant to Article 09;</p> <p>iv) Quantity not taken due to gas not conforming to quality as per Article 08 and Schedule C.</p> <p>Provided, however, that in case gas available with SELLER is less than QMGO and Buyer offtakes entire gas available, then BUYER shall pay only for the actual supply.</p> <p>Parties agree that the provision of Minimum Take or Pay Obligation will not be applicable during the offtake window period.</p>	<p>a. the actual quantity of gas offtaken by BUYER or</p> <p>b. 80% of the Adjusted Quarterly Contracted Quantity (AQCQ) on the basis of the DCQ (under provisions of Article 05)</p> <p>In determining the Adjusted Quarterly Contracted Quantity for any Contract Quarter, the following deductions shall be made from the Quarterly Contracted Quantity (QCQ) for such Quarter:</p> <p>i) Any quantity of Sellers Deficiency Quantity (If in any Contract Quarter the Seller fails to supply 80% of the Quarterly Contracted Quantity the difference between the quantity of the Gas supplied by the Seller and 80% of the 'Quarterly Contracted Quantity' shall be classified as "Sellers Deficiency Quantity" on quarterly basis;</p> <p>ii) Quantity not accepted due to Force Majeure as per the Article 12;</p> <p>iii) Quantity not taken due to Scheduled Outage pursuant to Article 09;</p> <p>iv) Quantity not taken due to gas not conforming to quality as per Article 08 and Schedule C.</p> <p>Charges towards Quarterly shortlifted Quantity shall be an amount equal to the product of: the Weighted Average Gas Price applicable during such Contract Quarter; and the Quarterly Shortlifted Quantity for such Contract Quarter, same will be referred as Quarterly Minimum Guaranteed Offtake (QMGO) Charges</p> <p>Provided, however, that in case gas available with SELLER is less than Take or pay obligation Quantity and Buyer offtakes entire gas available, then BUYER shall pay only for the actual supply.</p> <p>Parties agree that the provision of Minimum Take or Pay Obligation will not be applicable during the offtake window period.</p>
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5	Article 06.05.04 of GSA	The credit received by Buyer under this Clause shall be applied against amounts due from Buyer <b>shall be applied against amounts due from Buyer</b> under the first invoice of the subsequent Contract Quarter or, if in excess thereof, against subsequent invoices. For such Make Up Gas delivered, Buyer shall have no rights to any amount previously paid in respect of such Quarterly Shortlifted Quantity.	The credit received by Buyer under this Clause shall be applied against amounts due from Buyer under the first invoice of the subsequent Contract Quarter or, if in excess thereof, against subsequent invoices. For such Make Up Gas delivered, Buyer shall have no rights to any amount previously paid in respect of such Quarterly Shortlifted Quantity.		
6	Article 17 of GSA	Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arise between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to "Arbitration"...	Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arise between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to " <b>Resolution of disputes</b> "...		
7	Article 25.07 of GSA	Any termination of the Agreement shall be without prejudice to the rights and obligations of SELLER as accrued up to the date of termination.	Any termination of the Agreement shall be without prejudice to the rights and obligations of <b>Parties</b> accrued up to the date of termination.		
8	Schedule-C of GSA	<p style="text-align: center;"><b>Specifications - Gas quality:</b></p> <p>Typical Gas Composition                      Volume (%)</p> <p>Combustible Hydrocarbon gases: [90%] minimum</p> <p>Non-combustible gases other than HC: [5%] maximum</p> <p>Gross Calorific Value (GCV): Not less than 8200 Kcal/SCM</p> <p>Net Calorific Value (NCV): Not less than 7400 Kcal/SCM</p>	<p style="text-align: center;"><b>Specifications - Gas quality:</b></p> <p>Gross Calorific Value (GCV): ~ 8200 Kcal/SCM</p> <p>Net Calorific Value (NCV): ~ 7400 Kcal/SCM</p> <p>The above gas shall meet the quality as per PNGRB (Access Code for Common Carrier or Contract Carrier Natural gas Pipelines) Regulations, 2008, which is as follows:</p> <table border="1" data-bbox="1192 1317 1839 1382"> <tr> <td style="width: 70%;"><b>Parameter</b></td> <td></td> </tr> </table>	<b>Parameter</b>	
<b>Parameter</b>					

The above gas shall meet the quality as per PNGRB (Access Code for Common Carrier or Contract Carrier Natural gas Pipelines) Regulations, 2008, which is as follows:

Parameter	
Hydrocarbon Dew Point* (°Celsius), max	0
Water Dew Point* (°Celsius), max	0
H2S (PPM by wt. max.)	5
Total Sulphur (PPM by wt. max.)	10
Carbon Dioxide (Mole % max.)	6
Total Inerts (Mole%)	8
Temperature(° Celsius), max	55
Oxygen (% Mole vol. max.)	0.2

\*At Buyer's pipeline operating pressure

Hydrocarbon Dew Point* (°Celsius), max	0
Water Dew Point* (°Celsius), max	0
H2S (PPM by wt. max.)	5
Total Sulphur (PPM by wt. max.)	10
Carbon Dioxide (Mole % max.)	6
Total Inerts (Mole%)	8
Temperature(° Celsius), max	55
Oxygen (% Mole vol. max.)	0.2

\*At Buyer's pipeline operating pressure.