

Addendum -2 to RFP No. ONGC/RFP/CHINNEWALA TIBBA /01 published on 07.02.2022 for sale of natural gas from Chinnewala Tibba Field.

Date: 26.02. 2022

With reference to ONGC's Request for Proposal (RFP) No. ONGC/RFP/CHINNEWALA TIBBA /01 dated 07th February 2022 for sale of Natural gas from Chinnewala Tibba field and pre bid meeting held on 21.02.2022, all the interested bidders are requested to note the following highlighted changes in the RFP and model GSA:

RFP/GSA Section no.	Existing provision	New Provision
Clause No. 1.3 of RFP	The natural gas for sale will be available at pressure of 30 kg/cm ² (Maximum), ex- Gamnewala GCS, RKOE Asset for a fixed tenure of 3 years . Interested/prospective Gas Consumers can source available gas by participating in this Auction process.	The natural gas for sale will be available at pressure of 30 kg/cm ² (Maximum), ex- Gamnewala GCS, RKOE Asset for a fixed tenure of 5 years . Interested/prospective Gas Consumers can source available gas by participating in this Auction process.
Sl. No. 3 of the Clause 2.1 of the RFP	Term- 3 Years	Term- 5 Years
Sl. No. 7 of the Clause 2.1 of the RFP	Tentative date of ONGC's readiness to supply gas. 01.04.2022	Tentative date of ONGC's readiness to supply gas. 01.08.2022
Clause 2.2 of RFP	The Gas will be offered for a fixed term of 3 years . The term will start from either the date of actual commencement or 15 days before expiry of offtake window, whichever is earlier. Further, the tenure may be extended for a maximum period of 2 years on mutually agreed basis. subject to availability of gas and ONGC's ability to supply.	The Gas will be offered for a fixed term of 5 years . The term will start from either the date of actual commencement or 15 days before expiry of offtake window, whichever is earlier. Further, the tenure may be extended for a maximum period of 2 years on mutually agreed basis.
Clause 2.5 of RFP	An offtake window of 90 days from the ONGC's readiness date or Date of NOA, whichever is later, would be provided to the Buyer to off-take gas.	An offtake window of 180 days from the ONGC's readiness date or Date of NOA, whichever is later, would be provided to the Buyer to off-take gas.
Clause 2.8 of RFP	A commissioning period of 90 days from actual date of gas off-take shall be provided additionally to Buyer	In case of delay in offtake of gas beyond the offtake window period, then it would be presumed that gas

	<p>during which the Minimum Guaranteed Off-take (MGO) shall be kept on the Buyer's nomination. Provided that the Buyer's nomination cannot be less than 50% of minimum contracted quantity during this commissioning period. In case of delay in offtake of gas beyond the offtake window period, then it would be presumed that gas offtake has commenced and ONGC would recover the MGO in line with the provisions of GSA Article No. 05 and 14.</p>	<p>offtake has commenced and ONGC would recover the MGO in line with the provisions of GSA Article No. 05 and 14.</p>
<p>Clause 2.9 of RFP</p>	<p>In case gas supply starts within the off-take window period, the off-take window period will end and thereafter the Commissioning period will be presumed to be commenced from actual date of gas supply. In case the gas supply does not commence within the commissioning period of 90 days due to reasons solely attributable to Buyer, then on expiry of commissioning period, ONGC reserve the right to cancel the allocation.</p>	<p>In case the Buyer doesn't start gas offtake during next 30 days post expiry of offtake window period, then ONGC reserve the right to cancel the allocation.</p>
<p>Article no. 1.23 of the GSA</p>	<p>"Offtake Window" means a period of 90 days, from _____<the ONGC's readiness date or Date of NOA, whichever is later>, which would be provided to the Buyer to start off-take of gas. During the offtake window, Seller and Buyer may mutually agree for a start date for gas offtake. During such period, Seller 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) under Article 06.</p>	<p>"Offtake Window" means a period of 180 days, from _____<the ONGC's readiness date or Date of NOA, whichever is later>, which would be provided to the Buyer to start off-take of gas. During the offtake window, Seller and Buyer may mutually agree for a start date for gas offtake. During such period, Seller 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) under Article 06.</p>

<p>Article no. 2.02 of the GSA</p>	<p>BUYER shall make arrangement for receiving Gas from ONGC's installation to their factory/premises within the offtake window of 90 (Ninety) days from the date of ONGC readiness or NOA, whichever is later.</p>	<p>BUYER shall make arrangement for receiving Gas from ONGC's installation to their factory/premises within the offtake window of 180 (One Hundred and Eighty) days from the date of ONGC readiness or NOA, whichever is later.</p>
<p>Article 5.04 and related sub articles (5.04.01 to 5.04.04) of GSA</p>	<p>Commissioning period of Ninety (90) days shall be provided to the Buyer, which would start from the date of actual commencement of gas supply. If the gas supply commences before the expiry of the Off-take window, the off-take window period will end and the commissioning period of 90 days will start from the date of commencement of gas supply.</p> <p><i>(Article 5.04 including sub articles 5.04.01 to 5.04.04 to be deleted.)</i></p>	<p>Seller shall prepare and provide to Buyer a firm monthly quantity of Seller's Gas at Delivery Point based on Seller's Production plan. Prior to the 20th day of each month during the Term, Seller shall provide Buyer with a detailed schedule of Seller's daily nominations and deliveries of Seller's Gas for the following month ("Daily Contracted Quantity") based on applicable Seller's Production Plan. Seller's daily nominations herein shall establish the 'Daily Contracted Quantity', hereinafter called DCQ that Buyer must take or nevertheless pay for Monthly Minimum Guaranteed Off-take (MMGO) charges under Article 06 herein and such nominations shall be binding on the Buyer. The total quantity of Seller's Gas nominated by Seller in the 12 Monthly Contracted Quantities (MCQ) in any Financial Year shall be the 'Annual Contracted Quantity' (ACQ).</p> <p>Sub articles 5.04.01 to 5.04.04 deleted</p>
<p>Article 5.05 of GSA</p>	<p>One month (30 days) prior to the completion of commissioning period and for subsequent period, before 20th day of each month during the Term, Seller shall convey Buyer a detailed schedule of Seller's daily nominations and deliveries of Seller's Gas for the following month ("Daily Contract Quantity") based on</p>	<p>Deleted</p>

	<p>applicable Seller's Production Plan. Seller's daily nominations herein shall establish the 'Daily Contract Quantity', hereinafter called DCQ that Buyer must take or nevertheless pay for Monthly Minimum Guaranteed Off-take (MMGO) charges under Article 06 herein and such nominations shall be binding on the Buyer. The total quantity of Buyer's nomination (during first 90 days) / Seller's nomination (After 90 days from start of drawl) in the 12 Monthly Contract Quantities in Financial Year shall be the 'Annual Contract Quantity' (ACQ).</p>	
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