

TENDER NO: LNGBL/PEC/CA-17/W/G/2022

**BID DOCUMENT
FOR INVITING TENDER FOR
SALE OF NATURAL GAS FROM CA-17 CLUSTER OF
MARGINAL NOMINATION FIELDS IN KG BASIN**



**LNG BHARAT PVT LTD
ON BEHALF OF
OIL AND NATURAL GAS CORPORATION LTD,
Rajahmundry Asset,**



LNG BHARAT PVT LTD
RAJAHMUNDRY, ANDHRA PRADESH

OIL AND NATURAL GAS CORPORATION LIMITED
RAJAHMUNDRY ASSET, RAJAHMUNDRY - 533 106
ANDHRA PRADESH, INDIA

TENDER No. LNGBL/PEC/CA-17/M/G/2022

Dated: 17 Sep 2022

NOTICE INVITING TENDERS (NIT) FOR SALE OF NATURAL GAS FROM CA-17 CLUSTER OF MARGINAL NOMINATION FIELDS IN KG BASIN ON FALL BACK AND AS IS WHERE IS BASIS

LNG Bharat (LNGBL) on behalf of ONGC invites bids under 'Two Bid System' from interested prospective Gas Consumers / resellers for sourcing Natural Gas available for allocation on fall-back and as is where is basis from ONGC's below mentioned marginal nomination fields hereafter called CA-17 cluster operated by LNG Bharat in KG basin of ONGC, Rajahmundry Asset through DGH emplaned agency M-Junction through their site <https://eps.buyjunction.in/gasbidding>

Sr. No.	Name of field / location	Custody Transfer Point (CTP) / Delivery Point	Gas quantity, SCMD (Fall-back basis)	Probable Duration of availability	Date of LNGBL's readiness to supply. (Indicative)
1	Kaikalur+Vadali	Ex-KKL EPS	6000	5 years	Shall be intimated by ONGC/LNGBL at NOA
2	Lingala	Ex-Lingala GGS	12000		
3	Mandapeta West	Ex-MWP EPS	18000		
4	Nandigama	Ex-Nandigama EPS	18000		
5	Penugonda + North Penugonda	Ex-Kavitam EPS	17000		
		Ex - WPGDA WHI	32000		
		Ex-NPGDA WHI	2000		
6	Rangapuram	Ex. Rangapuram WHI	5000		
7	Ravulapalem				
8	Sitarampuram				

(on Fall back and As is Where is basis from all delivery points) At pressure 1 to 3 Kg/cm2

Notes:

- Bidder is free to bid for any one CTP or multiple CTPs
- Bidder has to bid for the 100% of gas quantity available at the CTP he is bidding for.
- If gas available, the successful bidder may be allocated upto maximum 1.5 times of the gas quantity mentioned at the respective CTP he is bidding for.
- Gas quantity mentioned against Kaikaluru EPS will be available either from Kaikaluru EPS or Lingala EPS as both locations are inter-connected.

1. LNGBL is the ONGC's operator for carrying out Production Enhancement Operations in CA-17 cluster of Marginal Nomination Fields (MNF) to enhance the production from ONGC fields by infusion of production enhancement technology and expertise comprising of above mentioned 8 fields.
2. LNGBL on behalf of ONGC, invites bids from interested parties for sale of Natural gas from the above fields. The successful bidders will sign the Gas Sales Agreement with ONGC.
3. The fields are in KG basin, ONGC Rajahmundry Asset in the state of Andhra Pradesh.
4. The quantities offered are from marginal & isolated field locations and LNGBL/ONGC shall make best endeavor to achieve the availability profile as projected and it is expected that the actual availability would normally be in a range of $\pm 10\%$ of the indicated profile. The Natural gas will be on as is where is and fall back basis ex-ONGC Installations to be delivered at the delivery points indicated above.
5. The Natural gas delivery shall be as per Special Terms for Sale of Gas (Annexure-II). The prospective bidder will receive the gas on as is where is basis at a pressure of 1 to 3 kg/cm² and make arrangement to evacuate Natural Gas from ONGC's installation to their respective plant/unit. The Natural Gas is available for sale from LNGBL/ONGC's readiness date indicated in above table.
6. Only those bidders, who are in a position to start drawl of the quantities of Natural Gas from all the above indicated fields within maximum 3 months from date of Notification of Award (NOA) or LNGBL / ONGC notice for supply whichever is later, should submit their bids.
7. The bids are invited on two-bid basis. The first bid, which is a techno-commercial bid, will be opened to assess the technical & commercial eligibility of bidders and, subsequently, the second bid, which is the price bid, will be opened only of techno-commercially qualified bidders.
8. In techno-commercial bid [Bid Schedule-Part-I (Technical Bid)], the bidders shall submit their bid including the following:
 - i. Bidder is free to bid for any one CTP or multiple CTPs
 - ii. Bidder has to bid for the 100% of gas quantity available at the CTP he is bidding for.
 - iii. If gas available, the successful bidder may be allocated up to maximum 1.5 times of the gas quantity mentioned at the respective CTP he is bidding for.
 - iv. Gas quantity mentioned against Kaikaluru EPS will be available either from Kaikaluru EPS or Lingala EPS as both locations are inter-connected.
 - v. Bidder to indicate the CTP / Delivery Point they are bidding for in the space provided in the Bid Schedule- Part-I (Technical Bid). Only those bids which confirm to the above shall be considered for evaluation based on Bid Evaluation Criteria.
 - vi. Bidder to indicate the off-take period, in number of days in the Bid Schedule-Part-I (Technical Bid) from Date of Notification of Award (NOA) but not later than 3 months from NOA.
 - vii. Bidder to provide a bid bond for **INR 2 lacs in the form of Term Deposit Receipt (TDR) / BG** at the time of submission of bid, which will be valid for six months and with a provision for pre-mature encashment in the name of "OIL & NATURAL GAS CORPORATION LTD". The Bid bond shall be replaced with a Security deposit within **Four weeks** from the date of NOA. If the Security deposit is not submitted by the successful bidder, the bid bond shall be forfeited. The bid bond of unsuccessful bidders will be released after the award of NOA to successful bidder. The Security Deposit shall be for **two weeks** supply of Natural Gas based on the quoted /matched contract price and quoted quantity and RBI reference rate of the previous month of allocation (including applicable taxes & duties).

9. The reserve price of gas under the tender on GCV basis ex-ONGC installation will be the Prevailing Domestic Gas Price as notified by Govt. of India from time to time. The gas price is exclusive of Taxes, Duties, GST, service tax, education cess, sales tax/VAT, Octroi and all other statutory levies as applicable at present or to be levied in future by the Central or State Government or Municipality or any other local body or bodies payable on sale of Gas and these shall be borne by the Bidder over and above the gas price.
10. In the Price Bid, [Bid Schedule- Part-II (Price Bid)], the Bidder is required to quote premium (non-zero and positive) over reserve gas price in USD/MMBTU (up to two decimal places) under this tender. On completion of the initial price bid opening, e-Auction will be conducted by m-Junction for the premium portion as per DGH approved guidelines. Highest premium quoted in the initial price bid opening (e-tendering) becomes the minimum premium for e-auction.
11. The details of the Bid document are as under:

1.	Tender No.	TENDER No. LNGBL/PEC/CA-17/M/G/2022
2.	Type of Tender	Indigenous/Open on 'Two Bid System'
3.	Description of Tender	Sale of Natural Gas from CA-17 cluster of Marginal Nomination fields , KG basin, ONGC Rajahmundry Asset.
4.	Name of tender dealing officer	I/c Marketing, LNG Bharat Pvt Ltd
5.	PUBLISHING OF NIO (Notice inviting offer, RFP & GSA (Gas Sale Agreement).	17 Sep 2022 (TIME: 10:00:00)
6.	LAST DATE FOR RECEIVING QUERIES FROM BIDDERS FOR PRE-BID CONFERENCE	24 Sep 2022 (Time: 18:00:00)
7.	DATE & TIME OF PRE-BID CONFERENCE	29 Sep 2022 (TIME: 11:00:00)
8.	PRE-BID CONFERENCE VENUE	LNG Bharat Pvt Ltd, Energy House, D.No. 85-17-03, All Bank Colony, Rajahmundry, Andhra Pradesh - 533103, India. Email ID: lngbl_tenders@yahoo.com
9.	Date of reply of pre bid queries	04 Oct 2022 up to 14:00 hrs. (IST)
10.	Last Date for payment of Application fee	11 Oct 2022 up to 14:00 hrs. (IST)
11.	Dates for Bidder Training	12 to 14 Oct 2022 (Daily 10:00 hrs up to 17:00 hrs. (IST)
12.	Due date and time for Submission of Tenders online	21 Oct 2022 up to 14:00 hrs. (IST)
13.	DUE DATE AND TIME FOR TECHNICAL BID SUBMISSION OF PHYSICAL DOCUMENTS	21 Oct 2022 up to 14:00 hrs. (IST)
14.	DUE DATE AND TIME FOR TECHNICAL BID OPENING OF PHYSICAL DOCUMENTS	21 Oct 2022 at 15:00 hrs. (IST).
15.	Opening Date and Time of Technical Bid	21 Oct 2022 at 15:00 hrs. (IST).
16.	Opening Date and Time of Price Bid	28 Oct 2022 at 15:00 hrs. (IST).
17.	Providing training of E Auction for qualified bidders	30 Oct to 01 Nov 2022 (Daily 10:00 hrs up to 17:00 hrs. (IST)
18.	Conducting E Auction for qualified bidders	04 Nov 2022 from 11:00 hrs to 17:00 hrs
19.	Bid Validity Up to	180 days from the date of opening of un-priced Bids.
20.	Security Deposit (SD)	As provided in the bid document.
21.	Address for correspondence	LNG Bharat Pvt Ltd, Energy House, D.No. 85-17-03, All Bank Colony, Rajahmundry, Andhra Pradesh - 533103, India. Email ID: lngbl_tenders@yahoo.com

12. Prospective bidders can download the tender document free of cost from m-junction e-procurement web-site <https://eps.buyjunction.in/gasbidding>. All Bidders have to pay a non-refundable Tender application fee in the form of DD to LNG Bharat Pvt Ltd, Rajahmundry an amount of **INR 25,000** per CTP to participate in the tender along with details of CTP in a covering letter.

On receipt of Tender application fee the Login Credential shall be shared by mjunction.

13. Bidder is required to furnish all details/requirements as per tender documents and Bid Evaluation Criteria (BEC) along with their bid for evaluation.
14. No change in specifications and tender conditions will be permissible after bid submission.
15. Bids sent without having the prescribed bidding documents of LNGBL / ONGC and without complying with the terms and conditions of Bidding Documents including BEC and special conditions for submitting the bids will be ignored.
16. The tender will be governed by Instruction to Bidders as per Annexure - I, Special Terms for Sale of Gas as per Annexure - II, Bid Evaluation Criteria as per Annexure - III, Model Gas Supply Agreement as per Annexure - V and Integrity Pact as per Annexure - IV of the Tender Document.
17. Bid must be submitted on or before 21 Oct 2022 at 1400 hrs (IST) in the m-junction's e-procurement system.
18. Tenders will be opened on the same day by mjunction.
19. The bids submitted in physical form against the e-procurement tender shall not be given any cognizance. However, the following documents should be submitted in physical form in a sealed envelope superscribed as "Physical documents against Tender Number LNGBL/PEC/CA-17/M/G/2022 opened on 21 Oct 2022" so as to reach the tender receiving place (as indicated in 'Invitation of Bids') in LNGBL office at Energy House, D.No. 85-17-03, All Bank Colony, Rajahmundry, Andhra Pradesh - 533103, India on or before 1400 Hrs. IST of the 'tender closing/opening date' specified for submission of bid through e-bidding portal:
 - i. The original bid bond in the form of a **Term Deposit Receipt (TDR)**
 - ii. The "Power of Attorney" consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender only.
A notarised true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarised true copy shall not be accepted.
 - iii. Integrity Pact: Bidders are requested to submit "integrity Pact"(Annexure-IV) duly signed in all pages by the same signatory who signs the bid along with other original documents (as listed above) in sealed cover.
20. Details of the Notice Inviting Tender (NIT) are available on m-junction's website <https://eps.buyjunction.in/gasbidding>.

==0==

INDIGENOUS TENDER

SALE OF NATURAL GAS FROM ONGC CA-17 CLUSTER MARGINAL NOMINATION FIELDS IN KG BASIN

INDEX

SL. NO.	FEATURES	PAGE NO.
1.	INSTRUCTION TO BIDDERS	- ANNEXURE-I
	- Bid Document Acknowledgement form	Appendix 1 16
	-Bid submission Pro-forma	Appendix 2 17
	- Bid submission Agreement Pro-forma	Appendix3 18
	- Matrix for Bid Evaluation	Appendix 4 19-25
	- Confirmations to be given by bidders	Appendix 5 26
	- Bid/Application Format	Appendix 6 27-28
	- Pro-forma of Certificate on Relatives of Directors	Appendix 7 29
	-Pro-forma for Bank Guarantee towards Security Deposit (SD)	Appendix-8 30-31
	-Authorization for attending Tender Opening -	Appendix 9 32
	- Check List	Appendix 10 33
	-Confirmation regarding invoking of Security Deposit(s)	Appendix 11 34
	-Undertaking regarding Natural Gas price quotation	Appendix 12 35
	-Undertaking regarding payment of revised Natural Gas	Appendix 13 36
	-Pro-forma for Letter of Credit (L/C) towards Security Deposit(SD)	Appendix-14 37
	-Undertaking regarding Fraud Prevention Policy of ONGC.	Appendix-15 38
	-Undertaking regarding statutory/ regulatory compliances prior to commencement of Natural Gas off-take.	Appendix-16 39
2.	Special Terms for Sale of Gas	- Annexure-II.
	-Bid Schedule Part I- Technical Bid	Appendix -1 48
	-Bid Schedule Part II- Price Bid	Appendix -2 49
	-Pro-forma for Irrevocable Letter of Credit (L/C)	Appendix -3 50
3.	Bid Evaluation Criteria (BEC)	Annexure-III
4.	Integrity Pact-	Annexure -IV
5.	Model Gas Supply Agreement	Annexure-V

INSTRUCTIONS TO THE BIDDERS

A: INTRODUCTION

1.0 ELIGIBLE BIDDERS:

1.1 The bid should be from either from users of Natural Gas as well as new industries, including authorized reseller of Gas. There is no ‘Sectorial Priority’ and bids from all existing as well as new industries will be treated at par.

1.2 The bidder submitting the bid as reseller of Natural Gas should have valid authorization for reselling in accordance with the memorandum of agreement of the company or a valid agreement with existing authorized consumer prior to commencement of supplies. The bidder submitting the bid for the indicated use of Natural Gas would be required to submit necessary statutory/ regulatory compliances after allotment of Natural Gas and prior to commencement of off-take.

The bidder shall be responsible for obtaining all the required statutory/regulatory compliances prior to Natural Gas off take. LNGBL / ONGC shall not be liable for failure of the bidders to obtain such statutory/regulatory compliances. The bidder shall submit an Undertaking in the format prescribed at Appendix-16 of Annexure-I of the tender document for above compliances.

2.0 **Site Conditions:** The bidder shall acquaint himself with the proposed site of Natural Gas availability, its approach roads, working space available, water and power utilities, the Site Conditions, etc. before submitting the bids. The bidder shall study carefully the conditions of the tender document, to fully appreciate the Scope of Bid and Terms of Natural Gas Supply vis-à-vis availability before submitting the bid. Submission of bid by bidder shall mean that bidder has fully studied and acquainted himself with the site conditions and the tender conditions.

3.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

4.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid, and LNGBL / ONGC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B: THE BIDDING DOCUMENT

5.0 CONTENTS OF BIDDING DOCUMENT

5.1 The Scope of Tender, bidding procedures and the agreement terms are described in the bidding document. In addition to the Invitation for Bids, the bidding documents include:

	Invitation for Offers (IFO)
ANNEXURE I	Instructions to Bidders
Appendix 1	Bidding Document Acknowledgement pro-forma
Appendix 2	Bid submission Pro-forma
Appendix 3	Bid submission Agreement Pro-forma
Appendix 4	Matrix for Bid Evaluation
Appendix 5	Confirmations to be given by bidders

Appendix 6	Bid Submission Format
Appendix 7	Pro-forma of Certificate on Relatives of Directors
Appendix 8	Pro-forma of Bank Guarantee towards Bid Security/
Appendix 9	Pro-forma of Authorization Letter for attending Tender Opening
Appendix 10	Check List
Appendix-11	Confirmation regarding invoking of Security Deposit(s)
Appendix-12	Undertaking regarding Natural Gas price quotation
Appendix-13	Undertaking regarding payment of revised Natural Gas price.
Appendix-14	Pro-forma for Letter of Credit (L/C) towards Security Deposit(SD)
Appendix-15	Undertaking regarding Fraud prevention policy
Appendix-16	Undertaking regarding statutory/regulatory compliances prior to commencement of Natural Gas
ANNEXURE II	Special Terms for Sale of Gas
Appendix 1	Bid Schedule Part I- Technical Bid
Appendix 2	Bid Schedule Part II-Price Bid
Appendix 3	Format for Unconditional Irrevocable Letter of Credit
ANNEXURE III	Bid Evaluation Criteria (BEC)
ANNEXURE IV	Integrity Pact
ANNEXURE V	Model Gas Supply Agreement

5.2 The bidder is expected to examine all instructions, forms, and Terms of model Gas Supply Agreement provided in the bidding documents. Failure to furnish all information required by the bidding documents entails rejection of bid by LNGBL/ONGC without seeking any clarifications. Bids not conforming to Bid Evaluation Criteria (BEC) will result in the rejection of bid without seeking any clarifications.

6.0 AMENDMENT TO BIDDING DOCUMENTS

- 6.1 At any time prior to the deadline for submission of bids, LNGBL may, for any reason, whether at its own initiative or in response to clarification(s) requested by prospective bidder(s), modify the bidding documents by amendment(s).
- 6.2 All prospective Bidders who have purchased the bidding documents will be notified of the amendments in writing.
- 6.3 In order to allow prospective Bidders reasonable time to take the amendments into account in preparing their bids, LNGBL/ONGC may, at its sole discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

7.0 LANGUAGE AND SIGNING OF BID

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and LNGBL/ONGC shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 7.2 Bids shall be submitted in the prescribed bid pro-forma as per appendices 1 to 16 of Annexure-I. The prescribed pro-forma at Appendices of Annexure I shall be duly filled and signed, should be uploaded. The bid and all the attached document should be digitally signed using digital signatures issued by an acceptable Certifying Agency (CA) as per Indian IT Act 2000 (as amended from time to time) before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not authorized the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employer.
- 7.3 In the event of the space on the bid pro-forma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be signed. In such cases reference to the additional page(s) must be made in the bid.
- 7.4 The bid pro-forma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.
- 7.5 The Bidders are advised in their own interest to ensure that all the points brought out in the Matrix for Bid Evaluation at Appendix 4 to Annexure-I are complied with in their bid failing which the bid is liable to be rejected.
- 7.6 The bids can only be submitted in the name of the Bidder in whose name the bid documents are downloaded. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexure/Appendices. It shall be complete and free from ambiguity, change or interlineations.
- 7.7 The bidder should indicate at the time of quoting against this tender, their full postal, e-mail and fax addresses, along with operational contact number(s) for facilitating communication.
- 7.8 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company. Each file should be digitally signed and then uploaded. The file(s) should not be zipped in a folder and then digitally signed. Power of attorney for the signatory, issued by the bidding company, should be submitted along with other documents as per tender conditions in physical form in sealed envelope as per relevant clause regarding submission and opening of bids contained in the tender document.
- 7.9 The bidder shall clearly indicate their legal constitution, like, 'Certificate of Incorporation' issued by Registrar of Companies (in case of Pvt. Ltd. and public

company), notarised partnership deed (in case of partnership firm), declaration on non-judicial stamp paper by the proprietor (in case of proprietorship firm), etc. and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.

7.10 The copy of power of attorney consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed with the bid. LNGBL may reject outright any bid not supported by the same.

7.11 The Bidder shall have to accept all the terms and conditions (Annexure-I, II, III, IV,V), as laid down in the bidding document in toto.

8.0 SUBMISSION OF EVALUATION MATRIX:

Matrix for Bid Evaluation enclosed along with the tender document as Appendix-4 to Annexure-I is to be replied as 'Confirmed' or 'Not Confirmed' and filled in with the reference page no. of their bid by the bidders. Bidders also required confirming the points as per Appendix-4 to Annexure-I to ensure their explicit confirmation of BEC. Bidder must submit the matrix and confirmation chart duly filled in along with techno-commercial bid, failing which their bids are liable to be rejected.

9.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

9.1 ONGC / LNGBL has to finalize this Gas Sale Agreement within a limited time schedule. Therefore, LNGBL/ONGC may seek only a one time clarification in respect of incomplete offers.

9.2 In order to avoid clarification/confirmation after opening of techno-commercial (un-priced) bids, prospective bidders are advised to carefully examine the various tender provisions before submitting the bids. All the bidders must ensure that their bid is complete in all respects and conforms to tender terms and conditions, BEC and the tender specifications in toto failing which their bids may be rejected without seeking any clarifications on any exception/deviation taken by the bidder in their bid.

10.0 DOCUMENTS COMPRISING THE BID

10.1 The bid prepared by the Bidder shall comprise the following components, duly completed:

- a) Bid Schedule Part- I (Technical Bid) at Appendix 1 to Annexure - II.
- b) Bid Schedule Part- II (Price Bid) at Appendix 2 to Annexure - II.
- c) Documentary evidence establishing that that the Bidder meets all the criteria prescribed in the Bid Evaluation Criteria at Annexure-III.
- d) Documents supporting Special Terms for Sale of Gas at Annexure-II and as required in the Bid Submission Format at Appendix-6 of Annexure-I.
- e) Bid Bond in the form of **Term Deposit Receipt (TDR)**.
- f) Bidding Document Acknowledgement Pro-forma
- g) Bid Submission Pro-forma
- h) Bid submission Agreement
- i) Matrix for bid evaluation

- j) Confirmations to be given by bidders
- k) Bid/Application pro-forma
- l) Authorization letter for attending bid Opening
- m) Check list
- n) Confirmation regarding invoking of Security Deposit(s)

10.2 **Contacts with Relatives, etc., of Director of ONGC**

The bidders are required to certify in prescribed format (Appendix-7 of Annexure-I) whether she/he/they is/are related to any of the Directors of ONGC (in accordance with Companies Act, 2013 as amended time to time) in any of the ways mentioned in the certificate. It is clarified that any such affirmative certificate shall not, by itself, prejudice consideration of the bid. This certificate must accompany the bid.

10.3 **Integrity Pact:**

Pro-forma of Integrity Pact (applicable for all tenders of value above ₹1 crore attached at Annexure-IV which is issued along with the bidding document) shall be returned by the bidder in original along with technical bid, duly signed by the same signatory who signs the bid, i.e., who is duly authorised to sign the bid as per clause No 7.10 (Instructions to Bidders) of Annexure-I. All the pages of the Integrity Pact shall be duly signed by the same signatory.

10.4 **Sales Tax/VAT & GST Registration:**

Bidders should submit copy of valid registration certificates under the VAT/Sales Tax & GST Act/Rules.

- 10.5 The bidder should submit a declaration 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, are currently serving any banning orders issued by ONGC debarring them from carrying on business dealings with ONGC. The bid without such declaration shall be rejected.

- 11.0 **BID SCHEDULE:** To be completed as per instructions under 'Special Terms for Sale of Gas' provided in Annexure-II.

12.0 **VAGUE AND INDEFINITE EXPRESSIONS**

Bids qualified by vague and indefinite expressions such as "Subject to availability", etc., will not be considered.

13.0 **PERIOD OF VALIDITY OF BIDS**

- 13.1 The Bid shall be valid for acceptance for the period as indicated in the "**Notice Inviting Bids**" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.
- 13.2 In exceptional circumstances, prior to expiry of the original bid validity period, LNGBL may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid Security correspondingly.

14.0 Bid Bond & Security Deposit (SD):

- 14.1 The Bid Bond & Security Deposit (SD) is required to protect LNGBL against the risk of Bidder's conduct, which would warrant the security's forfeiture in pursuance to clause 14.5.
- 14.2 Bidder to submit along with techno-commercial bid, bid bond for INR 2 lacs in the form of **Term Deposit Receipt (TDR)**, which will be valid for six months period and with a provision for pre-mature encashment in the name of "OIL & NATURAL GAS CORPORATION LTD". Successful bidder shall replace it with the Security Deposit (SD) to the allocation level at the quoted /matched Contract Price, quantity quoted and RBI reference rate of the previous month of allocation (including applicable taxes & duties). Submission of such revised SD shall be pre-condition for signing of Gas Sales Agreement. If the Security deposit is not submitted by the successful bidder, the bid bond shall be forfeited.
- 14.3 All bidders, without relaxation of any kind whatsoever, will have to provide Bid Bond & Security Deposit (SD) as per conditions contained in 'Special Terms for Sale of Gas' provided in Annexure-II.
- 14.4 Techno-Commercial Bids submitted without Bid Bond **will be ignored**.
- 14.5 The Bid Bond / Security Deposit (SD) submitted by bidders shall be forfeited by ONGC in the following events:
- (a) Bidder withdraws the bid during validity period or any extension duly agreed by the bidder.
 - (b) Bidder varies or modifies the bid in a manner not acceptable to LNGBL during the validity period or any extension thereof duly agreed by the bidder.
 - (c) Non Submission of Security Deposit within 4 weeks from the date of NOA
 - (d) Non-signing of Gas Supply Agreement within 3 months from date of Notification of Award (NOA) to the Bidder,
 - (e) Non Submission of Performance Security within committed offtake date.
 - (f) Bidder is disqualified from the tender process prior to award of contract according to the provisions under Section 3 of Integrity Pact.
 - (g) On the occurrence of any other event as stipulated in the bid document.
- 14.6 The Security Deposit shall be liable to be invoked for encashment on a weekly basis in the event of delay in utilization of Natural Gas (as per usage promised in the bid).
- 14.7 On finalisation of the bidding process, Bid Bond of unsuccessful Bidders will be returned without carrying any interest.

15.0 TELEX/TELEGRAPHIC/TELEFAX/XEROX/PHOTOCOPY BIDS:

Telex/Telegraphic/Fax/Xerox/e-mail/Photocopy bids and bids with scanned signature will not be considered.

D. SUBMISSION AND OPENING OF BIDS

16.0 SEALING AND MARKING OF BIDS.

- 16.1 Bids are to be submitted in "Two Bid System", viz., Techno-Commercial Bid and Price bid. The techno-commercial bid to be uploaded in <https://eps.buyjunction.in/gasbidding>
- 16.2 The techno-commercial bid along with **Bid Schedule-Part I (Technical Bid)** and all appendices and copies of documents should invariably be submitted <https://eps.buyjunction.in/gasbidding> e-bidding portal, before the scheduled

date and time for the tender closing. All the documents submitted shall be digitally signed by the authorised signatory of the bidder. Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a folder and then digitally signed. However, the following documents should be submitted in physical form also in a sealed envelope superscribed as “Physical documents against e-Gas Sales Tender Number LNGBL/PEC/CA-17/M/G/2022 opened on 21 Oct 2022” so as to reach the tender receiving place (as indicated in ‘Invitation of Bids’) in LNGBL office at Energy House, D.No. 85-17-03, All Bank Colony, Rajahmundry, Andhra Pradesh - 533103, India on or before bid closing date (i.e. 21 Oct 2022 at 1400 hrs. IST) & the same would be opened at 1500 hrs. IST on the same day:

16.2.1 The original bid bond in the form of **Term Deposit Receipt(TDR)**,

16.2.2 The “Power of Attorney” consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special “Power of Attorney” relating to the specific tender only.

A notarised true copy of the “Power of Attorney” shall also be accepted in lieu of the original, if the power of attorney is a general “Power of Attorney”. However, photocopy of such notarised true copy shall not be accepted.

16.2.3 Integrity Pact: Bidders are requested to submit “integrity Pact”(Annexure-IV) duly signed in all pages by the same signatory who signs the bid along with other original documents (as listed above).

16.3 The Techno-Commercial bids should be completed with all details but with price column blanked out. However, a tick mark shall be provided against each item of the price bid [Bid Schedule-Part-II (Price Bid)] format to indicate that there is a price quote in the Price Bid [Bid Schedule-Part-II (Price Bid)] uploaded separately.

16.4 The Price Bid [Bid Schedule-Part-II (Price Bid)] duly filled in excel format and digitally signed will be uploaded under a separate node available in the e-portal under <https://eps.buyjunction.in/gasbidding>

16.5 The areas where ‘Techno-Commercial Bid’ and ‘Price Bid’ are uploaded are separate and distinct. After uploading both parts of bids, viz., ‘Techno-Commercial Bid’ and ‘Price Bid’, the bid is required to be submitted in <https://eps.buyjunction.in/gasbidding>.

16.6 If price bid [Bid Schedule-Part-II (Price Bid)] is found uploaded with ‘techno-commercial’ bid in <https://eps.buyjunction.in/gasbidding>, such bid would not be considered and would be rightly rejected.

16.7 Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.

16.8 ONGC will not be responsible for the loss of physical document sent by post or for the delay in postal transit.

16.9 Bidder agrees and accepts that LNGBL’s decision on whether any bid has been duly submitted in e-portal shall be final and binding on bidder.

16.10 Start-up guide for Bidders of Gas Bidding portal : https://eps.buyjunction.in/QEPS/html/Standard%20Documents/SUPPLIER_BIDDING_G_MANUAL_GAS_BIDDING.pdf?OWASP_CSRFTOKEN=5W8Q-ADJ4-K74M-E8JI-OIF9-AXLO-DOKX-SGYV

17.0 DEADLINE FOR SUBMISSION OF BIDS

17.1 The duly completed bid with no system error message can be “submitted” in e-portal any time before the submission deadline is reached. The bidder shall also

be permitted to make changes in his bid and re-submit the same in e-portal till the submission deadline. The final submitted version of bid only shall be considered by LNGBL. No bid can be submitted after the submission deadline (date and time) is reached. The system time that will be displayed on e-procurement web page shall decide the submission deadline.

17.2 Bidder agrees and accepts that LNGBL's decision on whether any bid has been duly submitted in e-portal shall be final and binding on bidder.

18.0 LATE BIDS

18.1 Bidders are advised in their own interest to ensure that bid is uploaded the <https://eps.buyjunction.in/gasbidding> well before the due date and time of the bid submission and shall ensure submission of physical documents well before the specified date & time.

18.2 Any bid/or physical documents "submitted" after dead line for submission of bid, will be rejected and shall not be opened.

18.3 Bidder agrees and accepts that LNGBL's decision on whether any bid has been duly submitted in e-portal shall be final and binding on bidder.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS

No bid may be modified or withdrawn after the dead line for submission of bids.

20.0 OPENING OF BIDS

20.1 The techno-commercial bid will be opened at 1500 hrs. (IST) on the date of opening indicated in "NIT".

20.2 In case of unscheduled holiday on the closing/opening day of un-priced (techno-commercial) bid, the next working day will be treated as scheduled prescribed day of closing/opening of techno-commercial bids; the time notified remaining the same.

E. EVALUATION OF BIDS

21.0 EVALUATION AND COMPARISON OF BIDS

Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria enclosed at Annexure-III and as per quotations made in Bid Schedule- Part I - (Technical Bid) as per Format at Appendix-1 of Annexure-II and Bid Schedule-Part II - (Price Bid) as per Format at Appendix-2 of Annexure-II.

22.0 UNSOLICITED POST TENDER MODIFICATIONS:

Unsolicited post-tender modification will lead to straight away rejection of the offer.

23.0 EXAMINATION OF BID

23.1 LNGBL will examine the techno-commercial bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the techno-commercial bids are generally in order.

23.2 LNGBL will determine the conformity of each bid to the bidding documents. Bids falling under the purview of "Rejection Criteria" of the Bid Evaluation Criteria of the bidding document will be rejected and may not subsequently be made responsive on correction of the inconformity by bidder. Price bids [Bid Schedule-Part-II (Price Bid)], , would be opened in the case of only those bids that are techno-commercially qualified.

23.3 Bidder agrees and accepts that LNGBL's decision on whether any bid is complying with any tender conditions shall be final and binding on bidder.

24.0 CONTACTING LNGBL / ONGC:

No bidder shall contact LNGBL / ONGC on any matter relating to its bid, from the time of the opening to the time the contract is awarded.

F. AWARD OF ALLOCATION

25.0 AWARD CRITERIA:

25.1 ONGC /LNGBL will award the allocation to the successful bidder as per the provisions of Bid Evaluation Criteria (BEC).

25.2 ONGC/LNGBL RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

ONGC/LNGBL reserves the right to reject, accept or prefer any bid and to annul the bidding process and/or reject all bids at any time prior to award of allocation, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for LNGBL/ONGC's action.

26.0 NOTIFICATION OF AWARD (NOA):

26.1 Prior to the expiry of the bid validity period, LNGBL will notify the successful bidder in writing by email to be confirmed in writing by letter that its bid has been accepted and LNGBL shall issue the Notification of Award (NoA) to the successful bidder.

26.2 The Notification of Award (NoA) will constitute the formation of the contract.

26.3 Upon issue of notification of award to the successful bidder, LNGBL/ONGC will promptly notify each unsuccessful bidder and discharge their bid securities.

27.0 SIGNING OF CONTRACT/Agreement:

Once LNGBL notifies the successful Bidder that its bid has been accepted, ONGC / LNGBL will send the successful Bidder the Gas Supply Agreement in duplicate as provided in the bid document. The successful bidder is required to sign a formal Gas Supply Agreement, as per Annexure IV of the bid document, with ONGC on non-judicial stamp paper of appropriate value applicable for the place where from gas is to be supplied, within a maximum period of 3 months from date of Notification of Award (NOA). Until the Gas Supply Agreement are signed, the NOA shall remain binding between two parties.

28.0 CORRESPONDENCE:

28.1 LNGBL's address and Email is given in the NIT.

28.2 All correspondence in writing from Bidders/bidder shall be made to the office of

I/c Marketing, LNG Bharat Pvt Ltd, Energy House, D.No. 85-17-03, All Bank Colony, Rajahmundry, Andhra Pradesh - 533103, India. Email ID : lngbl_tenders@yahoo.com

All correspondence shall bear reference to bid number/bid response number.

29.0 REPRESENTATION FROM THE BIDDER:

29.1 In case any bidder makes any unsolicited communication in any manner, after bids have been opened, the bid submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

BIDDING DOCUMENT ACKNOWLEDGEMENT PRO- FORMA
(On company letter head)

Dated: _____

To

The I/c Marketing,
LNG BHARAT Ltd
Rajahmundry, East Godavari Dist
Andhra Pradesh - 533103

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of five Annexure (along with their Appendices) enclosed to the "Notice for inviting tender (NIT)" pertaining to Sale of Natural Gas from CA-17 cluster of Marginal Nomination fields in KG basin against Tender No_____dated_____".

We have noted that the closing date for receipt of the tender by LNGBL is 21 Oct 2022 at 1400 hrs. (IST) and opening at 1500 hrs (IST) on the same day.

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 LNGBL and that the said documents are to be used only for the purpose intended by LNGBL & ONGC.

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

FAX NO:

TELEPHONE No:

Yours faithfully,

PERSONAL ATTENTION OF:

(IF REQUIRED)

(BIDDER)

Note: This form should be uploaded along with offer duly digitally signed.

**BID SUBMISSION PRO-FORMA
(On letter head)**

Tender No. ____ dated ____	Bidder's Address:
	Telephone No.
	Email:

To
The I/c Marketing,
LNG BHARAT Ltd
Rajahmundry, East Godavari Dist
Andhra Pradesh - 533103

Dear Sir,

1. I/We hereby offer to purchase the Natural Gas detailed in Terms of Sale of Gas at Annexure-II here to or such portion thereof as you specify in the Award of Allocation at the price given in the said Offer and agree to hold this offer open till _____.
2. I/We have understood and complied with the "Instructions to Bidders" at Annexure - I, "Bid Evaluation Criteria" at Annexure III and accepted the General Terms and Conditions of Draft Gas Supply Agreement at Annexure IV for purchasing Natural Gas have thoroughly examined and complied with the Terms and Conditions of sale of Natural Gas at Annexure II hereto and am/are fully aware of the nature of the Natural Gas to be purchased and my/our Offer is to purchase Natural Gas strictly in accordance with the conditions.
3. The following pages have been added to and form part of this offer as per the bid submission format:-

<u>Sl No.</u>	<u>Detail of the Document</u>	<u>Attachment Sl. No</u>

4. Agreement at Appendix3 on receipt of Bidding documents and Submission of Offer has been duly signed and returned herewith.

Yours faithfully,

Signature of Bidder

Address:
Dated :

Signature of Witness

Address:
Dated

Note: This form should be uploaded along with bid duly digitally signed.

BID SUBMISSION AGREEMENT

No.

Dated:

Sub: SUBMISSION OF BIDDING DOCUMENTS

Ref: **BID No.** ____

ONGC/LNGBL and the Bidder agree that the Notice for Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of 180 (state the number of days from the last date for the receipt of offers stated in the NIT) days AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. They confirm acceptance and compliance with the Integrity Pact in letter and spirit. They further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract, which will come into existence when bid, is finally accepted by LNGBL/ONGC. The consideration for this separate initial contract preceding the main contract is that LNGBL/ONGC is not agreeable to issue the NIT to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for 180 days from the opening of the un-priced bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with LNGBL/ONGC. LNGBL/ONGC promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions, LNGBL / ONGC shall have unqualified, absolute and unfettered right to encash/forfeit the bid security submitted in this behalf.

Yours faithfully,	Yours faithfully,
(BIDDER)	(LNGBL/ONGC)

(One copy of this agreement duly signed and must be returned along with offer)

MATRIX FOR BID EVALUATION

No	Item / Clause Description	Confirmed or not confirmed.	Attachment Sl No., wherever required
A.	Vital criteria for acceptance of bids:		
	The bidders must confirm unconditional acceptance of 'Special Terms' at Annexure-II, Bid Evaluation Criteria at Annexure-III, terms and conditions of 'Model Gas Supply Agreement' at Annexure-IV and Instruction to Bidders at Annexure-I.		
B.	EVALUATION CRITERIA		
B.1	Technical Criteria		
	The following vital technical clauses should be strictly complied with, failing which the bid will be rejected:		
1.0	Bid should be complete and covering the entire scope of Natural Gas supply and should conform to the terms and conditions of the Natural Gas supply indicated in the bid documents, duly supported with documents wherever required. Incomplete and non-conforming bids will be rejected outright.		
2.0	ELIGIBILITY AND EXPERIENCE OF THE BIDDER:		
2.1	Bidder as either consumer of Natural Gas or as reseller, need to submit documentary proof - being certified copy of the Firm's Memorandum of Association (for a registered company), Partnership deed (for partnership firm) or declaration from Proprietor in case of a proprietary firm (as applicable depending on type of firm) detailing the nature of business the firm is engaged in.		
2.2	Bidder to submit their project report indicating inter alia project details for evacuation and utilization of Natural Gas it has bid for. The project report should deliberate on Natural Gas evacuation & utilization in detail and establish round the clock requirement of fuel on continuous basis, for which bid is being made.		
2.3	<ol style="list-style-type: none"> 1. Bidder is free to bid for any one CTP or multiple CTPs 2. Bidder has to bid for the 100% of gas quantity available at the CTP he is bidding for. 3. If gas available, the successful bidder may be allocated upto maximum 1.5 times of the gas quantity mentioned at the respective CTP he is bidding for. 4. Gas quantity mentioned against Kaikaluru EPS will be available either from Kaikaluru EPS or Lingala EPS as both locations are inter-connected. 		
2.4	Delivery Commencement Period: Bidder to quote the number of days required to be ready to off-take gas from NOA date. This should be equal to or less than 3 months ((denominated "A") by the bidder in the Bid Schedule-Part-I (Technical Bid)). In case of delay in utilization of Natural Gas by the bidder, SD submitted by the bidder shall be realized in terms of Para 17 of Annexure II.		

No	Item / Clause Description	Confirmed or not confirmed.	Attachment SI No., wherever required
B.2	Commercial Criteria		
	The following commercial conditions should be strictly complied with failing which the bid will be rejected:		
1.0	The bid duly completed in all respect duly signed along with all enclosures should be submitted in physical form ensuring the physical documents such as original bid bond in the form of Term Deposit Receipt (TDR), Power of attorney and duly signed integrity pact should also be submitted.		
2.0	Turnover and Net-Worth of the bidder shall be considered for ascertaining commercial eligibility at their quoted price: i. Average Turnover of Bidders: 30% of annualized bid value or more. ii. Net-worth of Bidder: Positive(as per audited Annual accounts of previous two financial years)		
3.0	For ascertaining parameter of Turnover of the bidder, average turnover of the bidder for the previous two financial years shall be considered. Average turnover of the bidder for the previous two financial years shall be calculated by dividing the total turnover of previous two (2) years by two (2), irrespective of the fact that quoted turnover for one particular year is for a period of less than 12 months or complete 12 months. Bidder to submit audited annual accounts of previous two financial years for ascertaining their turnover and net-worth. The date (i.e. the financial period closing date) of the immediate previous year's annual accounts should not be older than eighteen (18) months from the bid closing/un-priced bid opening date.		
4.0	Bidder to submit the 'Certificate of Compliance' in the un-priced bid (techno-commercial bid) to the effect that the Turnover of the bidder is equal or more than the required value (based on Reserve gas price under the tender plus quoted premium / discount). In case the information contained in the 'Certificate of Compliance' is found to be incorrect later on after opening of price bids, then their bids will be rejected.		
5.0	Commercial eligibility will be initially ascertained based on reserve gas price when techno-commercial bids are opened. On completion of the initial price bid opening, e-Auction will be conducted by m-Junction for the premium portion as per DGH approved guidelines and accordingly, the eligibility would be re-ascertained based on highest quoted price obtained during e-auction. Highest premium quoted in the initial price bid opening (e-tendering) becomes the minimum premium for e-auction.		
6.0	In case the bidder is a newly formed company (i.e. one which has been incorporated in last 5 years from the date of un-priced bid opening of the tender), who does not meet financial criteria (i.e. Turnover for 30% annualized bid value) by itself and submits his bid based on the financial strength of his promoter company, then following documents need to be submitted: i. Turnover of the promoter company should be more than '30%'of		

No	Item / Clause Description	Confirmed or not confirmed.	Attachment SI No., wherever required
	<p>the annualized bid value.</p> <p>ii. Net worth of promoter should be positive.</p> <p>iii. Corporate Guarantee on promoter company's letter head signed by an authorized official undertaking that they would financially support the newly formed company for executing the project/job in case the same is awarded to them, and</p> <p>iv. The bidder is a newly formed company, then bidder to submit 'Certificate of Incorporation' issued by Registrar of Companies (in case bidder is a company, notarised Partnership deed or document of proprietorship firm, etc. as the case may be).</p>		
7.0	<p>In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet the financial criteria (i.e. Turnover for 30% annualized bid value) by itself and submits his bid based on the financial strength of his parent/ultimate parent/holding company, then following documents need to be submitted:</p> <p>a) Turnover of the parent/ultimate parent/holding company should be more than 30% of the annualized bid value,</p> <p>b) Net worth of the parent/ultimate parent company should be positive.</p> <p>c) Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the project/job in case the same is awarded to them.</p> <p>d) The bidder is a 100% subsidiary company of the parent/ultimate parent/holding parent company.</p>		
8.0	<p>Offered Natural Gas price: Bidder to quote premium (non-zero and positive) over reserve gas price in USD/MMBTU (on GCV Basis) (up to two decimal places) under this tender for the Natural Gas in the Bid Schedule -Part-II (Price Bid) offered by ONGC under this tender. The current reserve price of gas under the tender is USD 6.10/MMBTU on GCV basis ex-ONGC installation (Prevailing Domestic Gas Price as notified by Govt. of India from time to time). Price bid schedule should be uploaded in https://eps.buyjunction.in/gasbidding Price indicated elsewhere in the bid document would lead to outright rejection of bid. On completion of the initial price bid opening, e-Auction will be conducted by m-Junction for the premium portion as per DGH approved guidelines. Highest premium quoted in the initial price bid opening (e-tendering) becomes the minimum premium for e-auction.</p>		
9.0	<p>Bids of following kinds will be rejected (Rejection Criteria):</p> <p>a) Bids made without financial Bid.</p> <p>b) Bids that do not conform to the unconditional validity of the offer for 180 days from the date of opening of un-priced bids.</p>		

No	Item / Clause Description	Confirmed or not confirmed.	Attachment SI No., wherever required
	<p>c) Bids that quote gas off-take period beyond 3 months from NOA Date in the technical bid.</p> <p>d) Bids that quote less than the minimum quantity specified in the tender</p> <p>e) Bids where price is disclosed in techno-commercial (un-priced) bid,</p> <p>f) Bids who are not meeting commercial eligibility criteria under Para B 2.0 above.</p> <p>g) Bids which are liable for rejection under any of the grounds mentioned in any of the provisions of the bidding document.</p>		
C.	<p>Necessary condition: The bidders must confirm unconditional acceptance of ‘Special Terms of Sale of Gas’ at Annexure-II, Bid Evaluation Criteria at Annexure-III, terms and conditions of ‘Model Gas Supply Agreement’ at Annexure-IV and Instruction to Bidders at Annexure-I. Any deviation would result in rejection of the bid.</p>		
D.	<p>Bids will be evaluated as per following:</p>		
1.0	<p>First techno-commercial bids of all the bidders would be opened and evaluated based on the technical evaluation criteria provided above.</p>		
2.0	<p>The quotations filled in the ‘Bid Schedule-Part-I (Technical Bid)’ only shall be considered for evaluation of technical bids. If there is any variation in the quotations elsewhere in the bid document, then the quotations provided in the ‘Bid Schedule-Part-I (Technical Bid)’ shall be final and binding.</p>		
3.0	<p>The Price bids of only techno-commercially acceptable bidders shall be opened. On completion of the initial price bid opening, e-Auction will be conducted by m-Junction for the premium portion as per DGH approved guidelines. Highest premium quoted in the initial price bid opening (e-tendering) becomes the minimum premium for e-auction. Evaluation of bids/allocation would be done as under.</p>		
4.0	<p>Out of qualified bids received against the tender, the Natural Gas from the fields would be first fully allocated to the bidder who has quoted the highest premium over the reserve gas price in the Bid Schedule-Part-II (Price Bid) (H-1) on fall-back and as is where is basis.</p>		
5.0	<p>In case, there are multiple bids for that field having same highest Natural Gas price quote, i.e., more than one bidder quoting the same highest premium over the reserve price but different number of days for Natural Gas off-take, then:</p>		
5.1	<p>Natural Gas would be first fully allocated to the bidder who has quoted the least number of days (“A”) for off-take of Natural Gas from the date of NOA.</p>		
5.2	<p>If surplus Natural Gas is left after the allocation as provided in 5.1 above, then the balance Natural Gas available would be allocated to the bidder who has quoted next higher number of days (“A”) for off-</p>		

No	Item / Clause Description	Confirmed or not confirmed.	Attachment SI No., wherever required
	take of Natural Gas from the date of NOA and this process shall be repeated until all available Natural Gas is exhausted for allocation.		
6.0	In case, there are multiple bids having same (highest) price quote (i.e., more than one bidder quoting the same highest premium over the reserve gas price) and have quoted same number of days ("A") for off-take of Natural Gas from the date of NOA, then the Natural Gas would be allocated to all such bidders on prorated basis in proportion to the Natural Gas quantity they have quoted in the Technical Bid vis-à-vis total/ balance Natural Gas available from the field under the tender.		
7.0	<p>If surplus Natural Gas is left after the allocation as provided in para 4, 5, and 6 (including sub-paras) above or Natural Gas is becoming surplus on surrender by bidders including H-1 bidder, then the remaining bidders would be considered for Natural Gas allocation and such bidders would be asked to match the highest quoted price for getting Natural Gas allocation. Only those bidders would be considered who provide unconditional confirmation on the same. Such unconditional confirmation would be asked in sealed cover within five (5) working days and these covers would be opened in sequential order based on original ranking determined based on their quoted premium over the reserve price (i.e., H-2, H-3, H-4, etc.).</p> <p>This process shall be repeated until all available Natural Gas is exhausted for allocation. This process would be applicable also in case any Natural Gas remains available for allocation including Natural Gas quantities surrendered by any allottee including H-1 allottee.</p>		
8.0	If some of the bidders does not match the highest Natural Gas price or does not respond within the stipulated time, his bid will be rejected and no claim of the bidder would be entertained. The Natural Gas would be offered to the next eligible bidder who accepts unconditional matching of Natural Gas price with H-1 price.		
8.1	Bidder to decide whether to accept the Natural Gas allocation which is less than their tendered / bid quantity. In case bidder is allocated quantity of Natural Gas less than their quotation, Bidder would be entitled to surrender entire / part of Natural Gas allocated. This would also be applicable to H-1 bidder. In case of surrender, Bid Bond would not be forfeited and surrendered Natural Gas would be allocated to other eligible bidders as per the process stipulated in the tender.		
8.2	If bidder backs out if the allocated quantity is less than their quoted quantity after signing of the Gas Supply Agreement, then in such case ONGC will forfeit their Security Deposit (SD). In such scenario, LNGBL / ONGC shall re-allocate/redistribute surrendered quantity amongst other eligible allottees as per process stipulated in the tender.		
8.3	In case bidder is allocated quantity of Natural Gas as per their quotation, Bidder is either to accept or to surrender the entire allocation made to him. In case of non-execution of Gas Supply		

No	Item / Clause Description	Confirmed or not confirmed.	Attachment SI No., wherever required
	agreement (after allocation) or surrender, entire Bid Bond / Security Deposit would be forfeited and the Natural Gas would be allocated to other eligible bidders as per the process stipulated in the tender. In such a scenario, action will be taken to ban/put on holiday (upto 2 years) the bidder as per ONGC policy in terms of Article 16.1 of Special Terms for sale of Gas (Annexure-II)		
9.0	<p>In case Natural Gas is left out (within tendered/advertised quantity) after the allocation as provided in para 4, 5, 6, 7 and 8 (including sub-paras), then all the eligible bidders (bidders qualified under para 4 to 8) would be considered for total left out Natural Gas allocation and consent of the bidders would be sought for getting Natural Gas allocation at the H-1 price. The consent letters would need to be submitted by the bidders in sealed cover within five (5) working days and Natural Gas would be allocated as per demand indicated by the bidders.</p> <p>In case, the total demand from all the bidders exceeds the total left out Natural Gas quantity, Natural Gas would be offered on pro-rate basis to all the interested bidders and their consent would be sought for such allocation.</p> <p>This would be done transparently to all irrespective of the fact that the bidder has indicated or not the requirement of additional Natural Gas in their bid. In case any Natural Gas is still left out, then such quantity would be tied-up through open bidding process.</p> <p>The bidders would be required to off-take such additional Natural Gas within maximum 60 (Sixty) days from Date of allocation. Further, the bidder would be required to submit the Security Deposit for such additional allocation for issuance of NOA.</p>		
11.0	Bidder to go through the Terms and Conditions provided in the model Gas Supply Agreement. Any deviation to the Terms and conditions as provided in model Gas Supply Agreement will lead to rejection of bid.		
E.	General:		
1.0	The Bids Evaluation Criteria over-rides all other similar clauses operating anywhere in the Bid Documents.		
2.0	The bidder is prohibited to offer any service/benefit of any manner to any employee of LNGBL / ONGC and that the bidder may suffer summary termination of agreement /disqualification in case of violation.		
3.0	Integrity Pact: Bidders are requested to submit “Integrity Pact” (Annexure-IV) duly signed in all pages by the same signatory who signs the bid along with other original documents (as listed above) in sealed cover.		
4.0	Post -Allocation: In case the overall production from any of the fields increases beyond the tended quantity then the existing customers, shall be given priority.		
5.0	In case the production increases to a higher level than initially		

No	Item / Clause Description	Confirmed or not confirmed.	Attachment SI No., wherever required
	<p>expected/advertised as part of the buildup and is expected to remain so on a sustained basis, then additional Natural Gas up to maximum of 50% of initially advertised quantity can be offered to existing allottees on pro-rata basis of their initial allocation which was made through tendering process, subject to their acceptance with the same terms and conditions. This would be done transparently to all connected allottees irrespective of the fact that the bidder has indicated or not the requirement of additional Natural Gas in their bid. In case, some of the consumer (s) does not accept the additional allocation, then the Natural Gas would be offered to other consumers, if any, on pro-rata basis subject to their acceptance. In case any Natural Gas is left out, then such quantity would be tied-up through open bidding process.</p> <p>The bidders would be required to off-take such additional Natural Gas within maximum 60 (Sixty) days from Date of allocation. Further, the bidder would be required to submit the Security Deposit and L/C or Cash deposit towards payment security for such additional allocation.</p>		
6.0	In case of decrease in production, cuts in Natural Gas supply will be made to all allottees on pro-rata basis.		
7.0	The Natural Gas would be from the source/field indicated in the tender and LNGBL/ONGC shall endeavor to supply Natural Gas from such source uninterruptedly subject to availability. In case of reduction in availability or complete non availability of Natural Gas during the contract period due to reasons primarily attributable to the geological reservoir uncertainties & complexities, other complications in the fields/ wells or any reasons whatsoever, LNGBL/ONGC shall not be responsible nor it shall be an issue for arbitration or a matter of dispute in Court of Law. The bidder shall make all necessary provisions for creation and maintaining dual fuel capabilities in order to meet their fuel requirement by an alternative fuel/substitute to gas, as and when supplies are interrupted or discontinued for the reasons mentioned.		

CONFIRMATIONS TO BE GIVEN BY THE BIDDERS

Following confirmations are to be given by the bidder by marking in the last column		
1.	I/We hereby confirm that I/we have tick marked in all column of the Bid format submitted with the bid so as to give an indication that I/we have filled up (Quoted) these columns in the bid.	
2.	I/We hereby confirm that our unconditional validity of the bid is for 180 days from opening of un-priced bid.	
3.	I/We hereby confirm that our bid is firm during the entire duration of the bidding process without any qualification.	
4.	I/We hereby confirm acceptance of the agreement period with the provision for review at the periodicity mentioned in the model gas supply agreement.	
5.	I/We hereby confirm acceptance of Scope of terms of natural gas supply in toto, without exceptions and exclusions.	
6.	I/We hereby confirm that all handwritten matter in all the documents submitted are authenticated by me/us.	
7.	I/We hereby confirm that in all the legal documents submitted, the signatures of witnesses are taken.	
8.	I/We hereby confirm that I/we have submitted the Integrity Pact in original duly signed on all pages.	
9.	I/We hereby confirm that we have submitted the confirmation on official letter regarding invoking of Security Deposit on weekly basis in the event of delay in utilization of gas as per the gas usage promised by the bidder in the bid document beyond the time of utilization promised in the bid by the bidder.	

Signature of the Bidder

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

Bid/Application format for Natural Gas sale from CA-17 cluster of ONGC's marginal & nomination fields of Rajahmundry Asset.

The bidder should furnish the following details and confirmations in the bid and enclose necessary documents (signature may be affixed on all pages and documents).

Sr. No.	Description	Details/Remarks
1	Name of the bidder:	
2	Registered Address:	
3	Address of the location of the plant where Natural Gas is required: (For existing consumer & the new industries can indicate the tentative location)	
4	Status of the Plant: Green field/ Brown field	
5	Telephone/fax/e-mail of bidder	
6	If bidder is a company, then bidder to provide Company's registration details - date of Registration, date of incorporation, Registration number, etc. Enclose copies of certificate of incorporation (As per Companies Act, 1956 issued by Registrar of Companies).	
7	If bidder is a Partnership Firm, then bidder to provide details of Partnership firm along with notarized deed document and along with copies of CST/VAT/SSI certification.	
8	If bidder is a Proprietary firm, then bidder to provide details of Proprietary firm along with a self-declaration on non-judicial stamp paper and along with copies of CST/VAT/SSI certification.	
9	If bidder is a company, then bidder to submit Memorandum and Articles of Association of Company duly certified by Company Secretary or a Notary Public.	
10	Audited Annual Accounts of the Firm/Company for last two financial years indicating Turnover. Bidder to enclose a 'Certificate of compliance'. (The latest audited annual account should not be older than 18 months from the bid closing/un-price bid opening date).	
11	Confirm whether bidder is newly formed company i.e. one which has been incorporated in the last 05 years from the date of bid opening or a subsidiary company. Please refer Article 2.6 and 2.7 under Commercial Criteria of Bid Evaluation Criteria (Annexure-III).	
12.1	If yes, confirmation regarding submission of audited annual accounts of parent or Promoter	

	company	
12.2	If yes, please confirm submission of Corporate Guarantee on parent or promoter company's letter head.	
13	Natural Gas (purpose): Indicate the purpose for which Natural gas that is bid for shall be used.	
14	Status of No Objection Certificates from State Electricity Board, R&B Department, State Pollution Board and other necessary statutory clearances for existing or new proposed plant.	
15	Details regarding Bid Bond: 1. Details regarding term deposit amount and Name of Bank.	
16	Please confirm that you have read the Integrity Pact provided in "Annexure-IV" and signed on each page.	
17	Please confirm that you have read the model Gas Supply Agreement provided in "Annexure-V".	
18	Any other information, facts which the bidder feels relevant for fair evaluation of his bid may also be furnished with supporting documents.	
19	Bids be signed by the authorized signatory and original Power of Attorney be enclosed.	

Declaration

I, the Authorized signatory to this bid/offer, do hereby agree to and accept all the terms and conditions contained in the documents provided by ONGC.

(Signature of Authorized Signatory)

Name:

Designation:

Seal of the Company/Firm

Place:

Date:

Note: To be submitted duly digitally signed.

PRO-FORMA CERTIFICATE ON RELATIVES OF DIRECTORS OF ONGC TO BE SUBMITTED
PURSUANT TO SECTION 297 OF COMPANIES ACT, 1956

CERTIFICATE

This has reference to our proposed offer/bid for procurement of Natural gas from CA-17
marginal nomination fields in KG basin

For the purpose of Section 297/299 of the Companies Act, 1956, 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 /Company/Firm)

Place:

Date:

Note:1. "Relative" means as mentioned in Section 6 of the Indian Companies Act 1956.

2. To be provided on company's letter head.

(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,

The Asset Manager,
ONGC, Rajahmundry Asset,
Rajahmundry, East Godavari Dist
Andhra Pradesh - 533105.

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, Rajahmundry Asset, Rajahmundry, East Godavari dist, Andhra Pradesh - 533105 (hereinafter called 'ONGC' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No _____ 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 (NIT) 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 the place from where tenders have been invited.
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

WITNESS NO. 2

(Signature)

Full name and official address

(In legible letters)

(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 Asset Manager, Oil and Natural Gas Corporation Limited, Rajahmundry Asset, Rajahmundry
- (ii) Bank guarantee, duly executed as per the above format, is to 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 the tender has emanated. The non-judicial stamp paper/franking receipt should be either in name of the issuing Bank or the bidder.
2. The expiry date, as mentioned in clause 5 & 6 should be arrived at by adding 30 days to one year from bid opening date or for a period of 30 days plus six months beyond the promised date of gas utilization, whichever is later.
3. The Bank Guarantee by Indian bidders will be given from Nationalized/Scheduled Banks only.

AUTHORISATION LETTER FOR ATTENDING BID OPENING

No. _____ Date_____

To

The I/c Marketing,
LNG BHARAT Ltd
Rajahmundry, East Godavari Dist
Andhra Pradesh - 533103

Subject: Tender No. _____ due on _____

Sir,

Mr _____ has been authorized to be present at the time of opening of above offer due on _____ at _____ on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to:

The Asset Manager,
ONGC, Rajahmundry Asset,
Rajahmundry, East Godavari dist
Andhra Pradesh - 533105.

CHECK LIST

The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied with in their offer failing which the offer is liable to be rejected.

Sl No	Point	Write "Yes" or "No"	Remarks if any/ Sl.No. of Encls.
1.	Whether the offer has been digitally signed by an authorized representative of the firm?		
2.	Whether all formats/appendices have been duly filled in and signed including the Bid Evaluation Matrix?		
3.	Has it been ensured that there are no over-writings in the offer? Have corrections been properly attested by the person signing the offer?		
4.	Confirm that the bidder is complying with the requirement of entire bid package and no deviations have been taken to the requirements in bidding documents.		
5.	Whether Bid Schedule-Part-I (Technical Bid) has been filled exactly as per the format & uploaded under the https://eps.buyjunction.in/gasbidding		
6.	Whether Bid Schedule-Part -II (Price Bid) has been filled exactly as per the format & uploaded in https://eps.buyjunction.in/gasbidding		
7.	Confirm that period of validity of offer is minimum 180 (One hundred and eighty) days from the date of opening of un-priced (techno-commercial) bids.		
8.	Have you submitted followings along with your bid?		
	a) Power of Attorney of the bid signatory		
	b) Security Deposit (s) as prescribed in Article 17(A) of Annexure II (Special Terms for Sale of Gas).		
	c) Integrity Pact as per Annexure-IV.		
	d) Declaration regarding banning order		
	e) Certificate of Compliance		
9	Confirmation on official letter regarding invoking of Security Deposit on a weekly basis in the event of delay in utilization of gas as per the gas usage promised by the bidder in the bid document beyond the time of utilization promised in the bid by the bidder.		

**Confirmation regarding invoking of Bid Bond & Security Deposit(s)
(On company letter head)**

Dated: _____

To,

The Asset Manager,
ONGC, Rajahmundry Asset,
Rajahmundry, East Godavari dist
Andhra Pradesh - 533105.

Dear Sirs,

We have read the terms and conditions provided in the tender document regarding submission of Bid Bond at the time of bid submission and submission of Security Deposit (SD) based on quoted /matched Contract price & quantity, at the time of gas allocation.

We agree that timely commencement of gas off-take is of prime importance for early monetisation of ONGC's reserves.

Any delay by us in utilisation of gas as per the gas usage promised by us in the bid document beyond the time of utilization promised in the bid would lead to invoking of Security Deposit (SD) on a weekly basis till the time we commence gas off-take.

FAX NO:

TELEPHONE No:

PERSONAL ATTENTION OF:

(IF REQUIRED)

Yours faithfully,

(BIDDER)

Copy to:
The I/c Marketing,
LNG BHARAT Ltd
Rajahmundry, East Godavari Dist
Andhra Pradesh - 533103

Note: This form should be uploaded along with offer.

**Undertaking regarding Natural Gas price quotation
(On company letter head)**

Dated: _____

To,

The I/c Marketing,
LNG BHARAT Ltd
Rajahmundry, East Godavari Dist
Andhra Pradesh - 533103

Sub: Undertaking regarding Natural gas price quotation.

Dear Sirs,

We have read the terms and conditions provided in the tender document regarding offering / quoting gas price in the Bid Schedule -Part-II (Price Bid) and we undertake that we have not quoted the gas price anywhere in the bid document except in the Bid Schedule -Part-II (Price Bid) and uploaded the Bid Schedule -Part-II (Price Bid) in <https://eps.buyjunction.in/gasbidding>

It is to further undertake that in case the price bid is found uploaded in technical bid on opening of bid, our bid would be rejected.

FAX NO:

TELEPHONE No:

PERSONAL ATTENTION OF:

(IF REQUIRED)

Yours faithfully,

(BIDDER)

Note: This form should be uploaded along with offer.

**Undertaking regarding payment of revised Natural Gas price
(On company letter head)**

Dated: _____

To,

The Asset Manager,
ONGC, Rajahmundry Asset,
Rajahmundry, Dist.: East Godavari,
Andhra Pradesh (State) Pin: 533105.

Sub: Undertaking regarding payment of revised gas price.

Dear Sirs,

We have read the terms and conditions provided in the tender document regarding revision in domestic gas price in future by Government of India from time to time and we undertake as under:

In case of revision in domestic gas price in future by Govt. of India to a level higher/or lower, than the reserve price applicable at the time of calling bids, then such price would be applicable and the bidder shall pay premium plus such revised domestic gas price.

FAX NO:

TELEPHONE No:

PERSONAL ATTENTION OF:

(IF REQUIRED)

Yours faithfully,

(BIDDER)

Copy to:

**The I/c Marketing,
LNG BHARAT Ltd
Rajahmundry, East Godavari Dist
Andhra Pradesh - 533103**

Note: This form should be uploaded along with offer.

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

UNCONDITIONAL IRREVOCABLE LETTER OF CREDIT. NO.

BENEFICIARY: OIL AND NATURAL GAS CORPORATION LTD,
Rajahmundry Asset, Rajahmundry, East Godavari dist - 533105.

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.:
_____, _____ (State) Pin- _____ for ₹ _____ 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 two weeks cost of Natural Gas as per provision under Clause 17 of 'Special Term for Sale' (Annexure-II) of the tender document.
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.

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)

**Undertaking regarding Fraud Prevention Policy of ONGC
(On company letter head)**

Dated: _____

To,
The Asset Manager,
ONGC,KG Basin Asset,
Rajahmundry, East Godavari dist
Andhra Pradesh - 533105.

Sub: Undertaking regarding Fraud Prevention Policy of ONGC.

Dear Sirs,

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:

Copy to:

The I/c Marketing,
LNG BHARAT Ltd
Rajahmundry, East Godavari Dist
Andhra Pradesh - 533103

Note: This form should be uploaded along with offer.

**Undertaking regarding statutory/ regulatory compliances prior to commencement
of Natural Gas off-take
(On company letter head)**

Dated: _____

To,
The Asset Manager,
ONGC, Rajahmundry Asset,
Rajahmundry, East Godavari dist,
Andhra Pradesh - 533105.

Dear Sirs,

We have read the terms and conditions provided in the tender document regarding obligation of the bidder to obtain all the necessary statutory/regulatory clearance for the proposed Natural Gas usage.

We agree and undertake that we will obtain all the necessary statutory/regulatory compliances before commencement of Natural Gas off take for Natural Gas usage promised by us in the bid document.

We also agree and undertake that any delay in Natural Gas off take as per the Natural Gas usage promised by us in the bid document due to statutory/regulatory clearances will attract Clause 16.B of the Special Terms for Sale of Gas (Annexure II) of the tender document.

FAX NO:

TELEPHONE No:

PERSONAL ATTENTION OF:

(IF REQUIRED)

Yours faithfully,

(Customer)

Name:

Designation:

Copy to:
The I/c Marketing,
LNG BHARAT Ltd
Rajahmundry, East Godavari Dist
Andhra Pradesh - 533103

SPECIAL TERMS FOR SALE OF GAS

1. Details of Natural Gas:

i) What is natural gas?

Natural Gas is a vital component of the world's supply of energy. It is one of the cleanest, safest, and most useful of all energy sources. Unlike other fossil fuels, however, natural gas is clean burning and emits lower levels of potentially harmful byproducts into the air.

Natural gas is a combustible mixture of hydrocarbon gases. While natural gas is formed primarily of methane, it can also include ethane, propane, butane and pentane. The composition of natural gas can vary widely

ii) Where can one use gas?

One requires energy constantly, to heat our homes, cook our food, and generate our electricity. It is this need for energy that has elevated natural gas to such a level of importance in our society and in our lives. Certain inherent qualities of gas make it an ideal feed stock for manufacture of value added end products and also as fuel superior to conventional fuels such as coal, oil, etc.

Gas can provide clean and flexible firing conditions with total absence of combustion wastes. It eliminates expensive fuel storage facilities as delivery can be made through pipelines. The use of gas can help to reduce operating and maintenance costs. It is environment friendly.

○ **Gas as a feed stock**

Depending on its composition, natural gas can be used as a feed stock for manufacture of fertilizers, carbon black and petrochemicals like ethylene, methanol, etc.

○ **Gas for power generation:**

Gas can be effectively used to generate power, such as co-generation/combined cycle plants which can operate at a much higher thermal efficiency than conventional thermal power plants and supply steams for utilities in addition to power.

○ **Gas for Industrial use**

In the Industrial Sector, gas can be used for a variety of purposes such as:-

- Manufacturing of sponge iron;
- Melting of metals like aluminum, brass, zinc and its alloys;
- Non-ferrous strip heating and reheating of pellets and slabs;
- Making ceramic and porcelain ware, bricks, tiles, etc.;
- Heating of liquids on industrial scale in direct vat and tank heaters;
- Fluidized bed furnaces where precise temperature control is required;
- Manufacturing of glass and various glass products;
- Manufacture of various chemicals;
- Many more applications

○ **Gas for transport sector.**

- It is well known that our cities and towns are seriously affected by air pollution due to industrial and transport exhausts and emissions. Natural gas is a welcome alternative to petrol and diesel in transport sector. It will also substantially reduce such air pollution.

- The Compressed Natural Gas (CNG) is also vended through some outlets in Mumbai, Delhi, Gurgaon, Ahmedabad and other cities where motor vehicles run on it.
- **Gas for household and other commercial uses.**
- Natural gas is an excellent alternative to LPG, Kerosene oil and other fuels. Piped gas in towns can be used in homes, commercial establishments, hospitals, hotels and schools. Piped natural gas inside kitchen is much safer alternative comparing to LPG.

2. What is the proposal?

LNGBL on behalf of ONGC plans to sell Natural gas to prospective consumer(s) / interested buyer(s) on fall-back and as is where is basis from ONGC PEC CA-17 marginal nomination fields in KG basin at the available pressures at the fence of ONGC's installations.

It is to be noted that the successful bidder(s) need to set up gas treatment facilities like Gas Dehydration Unit, Mechanical refrigeration, gas compression to comply with PNGRB specifications prior to transferring/delivering the gas to GAIL piping network.

3. LNGBL/ONGC would be inviting tender in two bid system. Bidder would be asked to submit their response/bid within stipulated period.
4. The bid should be from users of Natural Gas including resellers. The bidders submitting the bid for the indicated uses of Natural Gas would be required to submit necessary statutory / regulatory compliances after allotment of Natural Gas and prior to commencement of Natural Gas off-take.
5. The Natural Gas under the tender is from marginal nomination fields allocated to LNGBL under Production Enhancement Contract where production is small and fields are isolated and Natural Gas is at low pressures, therefore, the Natural Gas shall be made available ex- ONGC fence shall be as per Special Terms for Sale of Gas. It would be the responsibility of the bidder to make arrangement for evacuation of Natural Gas from fence of ONGC, installation/facilities for GDU & MRU processing and CO₂ & H₂S removal if applicable, including transportation and compression facilities, if any. It may include but not limited to the following-
 - i. Laying its own pipeline from LNGBL/ONGC's delivery point to its proposed plant/unit. The Bidder shall lay the pipeline at its cost and risk. All the expenditure involved in these respects, including but not limited to crop compensation etc. shall be borne by the Bidder. The Bidder shall be exclusively responsible for obtaining Right of Use (ROU) and necessary approvals from State and Central Government, if any. For laying of dedicated pipelines, prior submission of application/proposal for laying of dedicated pipeline to PNGRB is required under the provisions of the Petroleum & Natural Gas Regulatory Board (Authorizing Entities to Lay, Build, Operate or Expand Natural Gas Pipelines) Regulations, 2008.
 - ii. Bidder may have to compress the gas and evacuate the same through any local pipeline network in the area, if available, by finalizing the gas transportation arrangement with the available transporter by entering into requisite 'Gas Transportation Agreement' (GTA). In case bidder is wishing to enter into GTA, then it would be the responsibility of the bidder to ensure to meet the quality requirement for transportation, availability of sufficient surplus capacity in the transporter's grid/pipeline system to accommodate the allocated gas, etc. It would be the responsibility of the bidder to carry out further treatment of the gas for undertaking its transportation, if any.
6. **Duration of Availability of Natural Gas:**
 - (i) The Natural Gas profile provided in the tender is based on current study and understanding of the reservoir/field, which may vary based on the future

exploratory efforts/inputs and the profile may be revised for a longer duration. Accordingly, the prospective customer would be required to quote in accordance with the current Natural Gas availability profile and associated risks of arranging alternate fuels. The Gas Supply Agreement would be operative from the date it is signed/awarded and shall continue till availability of Natural Gas from the field as per profile and the contract shall be renewed or extended with mutual consent with respect to availability of Natural Gas from the field & LNGBL's / ONGC's ability to supply with the same terms and conditions. LNGBL as a prudent operator shall endeavor to supply Natural Gas based on its contractual commitments.

(ii) For providing some stability, it is proposed that the 'Term' of Natural Gas contracts from small/isolated fields uniformly be maintained as follows with a provision for renewal/extension subject to Natural Gas availability and LNGBL's / ONGC's ability to supply:

a) Five (5) years Term or till such time the profile can support.

7. The Natural Gas would be from the source/fields indicated in the tender and LNGBL/ONGC as a prudent operator shall endeavor to supply Natural Gas from such source uninterruptedly subject to availability. In case of reduction in quantity or complete non availability of Natural Gas during the contract period due to reasons primarily attributable to the geological reservoir uncertainties & complexities, other complications in the fields/wells or any reasons whatsoever, LNGBL / ONGC shall not be responsible nor it shall be an issue for arbitration or a matter of dispute in Court of Law. The bidder shall make all necessary provisions for creation and maintaining dual fuel capabilities in order to meet their fuel requirement by an alternative fuel/substitute to natural gas, as and when Natural Gas supplies are interrupted or discontinued for the reasons mentioned.
8. Bidder to submit their project report indicating inter alia project details for evacuation and utilization of Natural Gas it has bid for. The project report should deliberate on Natural Gas evacuation & utilization in detail.
9. If the bidder intend to submit their bid for LPG (Liquefied Petroleum Gas) Plant, then following provisions shall be applicable:
 - ❖ Bidder is required to sell LPG to Crude Oil Marketing Companies (OMCs) as per MoP&NG directives or need to obtain license from MoP&NG to sell LPG in open market.
10. If the bidders intend to submit their bid for undertaking CGD activities such as 'CGD systems for domestic and transport sectors' or as 'CGD for Industrial and Commercial Consumers', they are required to submit necessary plans to off take gas after allotment of gas and prior to commencement of gas off-take.
11. If the bidder intends to submit their bid for the Power Plants supplying power they are required to submit their plans after allotment of gas but prior to commencement of gas supplies.
12. The Bidder shall acquaint himself with the proposed site, its approach roads, working land available, availability of gas, etc. before submitting the bid. The bidder shall study carefully the conditions of the bid document, to fully appreciate the Scope of Bid before submitting the bid. Submission of bid by bidder shall mean that bidder has fully studied and acquainted himself with the site conditions and the tender conditions.
13. Custody transfer metering / measurement facility along with required infrastructure will be created by LNGBL.
14. In view of limited life of the field and in case of reduction in availability of Natural Gas deliverable hereunder, including adverse reservoir behavior in the Producing

Areas, LNGBL/ONGC shall not be liable and shall not compensate the shortfall gas through any other sources. It is advisable to have the dual fuel system to use substitute fuels in future.

15. BID SCHEDULE:

i. **BID Schedule- Part-I (Technical Bid):**

The Bidder shall complete the BID Schedule- Part-I (Technical Bid) furnished in the bidding document at Appendix-1 of Annexure-II. The quotations (Natural Gas Quantity & number of days) filled in the 'Bid Schedule' only shall be considered for evaluation of bids. If there is any variation in the quotations in the tender document, then the quotations provided in this 'Bid Schedule' shall be final and binding.

- Bidder is free to bid for any one CTP or multiple CTPs
- Bidder has to bid for the 100% of gas quantity available at the CTP he is bidding for.
- If gas available, the successful bidder may be allocated upto maximum 1.5 times of the gas quantity mentioned at the respective CTP he is bidding for.
- Gas quantity mentioned against Kaikaluru EPS will be available either from Kaikaluru EPS or Lingala EPS as both locations are inter-connected.

ii. **BID Schedule- Part-II (Price Bid):**

- The Bidder shall complete the BID Schedule- Part-II (Price Bid) furnished in the bidding document at Appendix-2 of Annexure-II. The quotations filled in the 'Bid Schedule' only shall be considered for evaluation of bids. If there is any variation in the quotations in the tender document, then the quotations provided in the 'Bid Schedule' shall be final and binding.
- The 'Domestic Gas Price' notified by MoP&NG, Govt. of India on GCV basis applicable for the period during which tender is invited would be taken as reserve gas price. The reserve gas price is linked with Gross Calorific Value (GCV) of gas.
- The bidder to quote non-zero and positive premium over reserve gas price in US\$/MMBTU (on GCV basis). The same is to be quoted in figures (up to two decimal points) as well as words. The premium over gas price quote should be clearly specified and quotation written in words will prevail in all cases.
- The Price Bid [Bid Schedule-Part-II (Price Bid)] duly filled in excel format and digitally signed will be uploaded under a separate node available in the e-portal in <https://eps.buyjunction.in/gasbidding>. Bidders may refer the https://eps.buyjunction.in/QEPS/html/Standard%20Documents/SUPPLIER_BIDDING_MANUAL_GAS_BIDDING.pdf?OWASP_CSRFTOKEN=5W8Q-ADJ4-K74M-E8JI-0IF9-AXLO-D0KX-SGYV in case of any difficulty. On completion of the initial price bid opening, e-Auction will be conducted by m-Junction for the premium portion as per DGH approved guidelines. Highest premium quoted in the initial price bid opening (e-tendering) becomes the minimum premium for e-auction.
- If price bid [Bid Schedule-Part-II (Price Bid)] is found uploaded with 'technical bid', such bid would not be considered and would be outrightly rejected.

16. Bids would be evaluated as per Bid Evaluation Criteria (BEC) of Annexure-III of tender document and allocation shall be done accordingly.

- Bidder to decide whether to accept the Natural Gas allocation which is less than their tendered/bid quantity. In case bidder is allocated quantity of Natural Gas less than their quotation, Bidder would be entitled to surrender

entire/part of Natural Gas allocated. This would also be applicable to H-1 bidder. In case of surrender, Bid Bond / Security Deposit would not be forfeited and surrendered Natural Gas would be allocated to other eligible bidders as per the process stipulated in the tender.

- If bidder backs out if the allocated quantity is less than their quoted quantity after signing of the Gas Supply Agreement, then in such case the ONGC will forfeit their Bid bond / Security Deposit (SD). In such scenario, LNGBL/ONGC shall re-allocate/redistribute surrendered quantity amongst other eligible allottees as stipulated in BEC.
- In case bidder is allocated quantity of Natural Gas as per their quotation, Bidder is either to accept or to surrender the entire allocation made to him. In case of non-execution of Gas Supply Agreement (after allocation) or surrender (even by H-1 allottee), entire Bid Bond / Security deposit would be forfeited and the Natural Gas would be allocated to other eligible bidders as per the process stipulated in the tender. In such a scenario, action will be taken to ban/put on holiday (upto 2 years) the bidder as per ONGC policy which is defined in Article 15.1.

(i) Banning/Putting on Holiday the bidders:

- i. LNGBL shall conduct an inquiry against the Bidder and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Bidder, then they shall be put on holiday [i.e neither any tender enquiry will be issued to such a Bidder by LNGBL against any type of tender nor their offer will be considered by LNGBL against any ongoing tender(s) where contract between ONGC/LNGBL and that particular Buyer (as a bidder) has not been concluded] for a period of two years from the date the order for putting the Buyer on holiday is issued. However, the action taken by LNGBL for putting that Bidder on holiday shall not have any effect on other ongoing contracts, if any, with that Bidder which shall continue till expiry of their term(s).
- ii. Pending completion of the enquiry process for putting the Bidder on holiday, LNGBL shall neither issue any tender enquiry to the defaulting Bidder nor shall consider their offer in any ongoing tender.

17. SECURITY DEPOSIT (SD):

- A. All successful bidders, without relaxation of any kind whatsoever, will have to provide Security Deposit (SD) to cover two weeks Natural Gas cost as provided here under in any of the following forms:
 - i) **Unconditional Irrevocable Bank Guarantees (BGs)** {two separate BGs each covering 1 (one) week of cost of gas quantity quoted} in the prescribed format as per **Appendix-8 of Annexure-I**. The bank guarantee by the bidder will have to be given from the Nationalized/Scheduled banks only, on non-judicial stamp paper/franking receipt as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper/franking receipt should be either in the name of the issuing bank or the bidder.

or

Irrevocable Letter of Credit (L/C) with instructions which allow the beneficiary multiple part encashment. The format for letter of credit for Security Deposit (SD) is as provided in **Appendix-14 of Annexure-I**. Such Security Deposit (SD) shall be issued by a scheduled/Nationalized bank.

A confirmation in this regard shall be obtained by ONGC from the issuing bank of the bidder/customer.

- ii) The bid bond at the time of Bid Submission should be valid for at least six months plus thirty days from the date of opening of un-priced bids.
- iii) The Bid Bond of successful bidders shall be replaced with Security Deposit to the allocation level at the awarded price at the time of award & RBI reference rate of the previous month of award of allocation. The validity of Security Deposit should be at least for a period of six months plus thirty days beyond the promised date of utilization or one year plus thirty days from the date of opening of un-priced bids, whichever is later. The same would be notified in NOA and such bidders would be required to submit the Security Deposit (SD), within 4 weeks from NOA, prior to signing of GSA.
- iv) The Security Deposit shall be liable to be invoked for encashment on a weekly basis in the event of delay in utilization of Natural Gas (as per usage promised in the bid). The delay should be attributable to the delay on part of customer. After retaining the pro-rata amount for the actual number of days delayed from the Security Deposit amount invoked for encashment for the last week of delay, the balance amount shall be refunded to the customer on actual commencement of the gas supply and submission of the Letter of Credit (L/C) in terms of Article 23 of Annexure-II. In case of delay in Natural Gas off-take by the bidder beyond two weeks, the allocation can be retained by the bidder provided Security Deposit for a further period of four weeks is provided by the bidder on the same terms and conditions. In case it is not provided within 7 (seven) days from the expiry of the first 2 (two) weeks period, the gas allocation made to the bidder shall stand cancelled and Natural Gas would be allotted to the next bidder in the queue from the previous bid or a new bid would be undertaken if no prior valid bids are available.
- v) The SD amount levied would be limited to maximum six weeks (42 days) Natural Gas cost irrespective of reasons for delay.
- vi) In case of delay by Buyer beyond first six weeks (42 days) period, ONGC may terminate the agreements without further notice.

B. FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE

Time and delivery commencement period in terms of number of days as promised by the bidder shall be the essence of the contract. If the bidder fails to off-take Natural Gas within the period fixed for such Natural Gas delivery in the schedule or any time repudiates the contract before the expiry of such period, ONGC may, without prejudice to any other right or remedy, available to ONGC to recover damages for breach of the contract:

- (a) Recover from the bidder as agreed liquidated damages and not by way of penalty, per week for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the bidder has failed to off-take Natural Gas within the period promised by the bidder for delivery in the schedule. or
- (b) Cancel the contract/allocation order after completing the procedure contemplated in the bid document.
- (c) It may further be noted that clause (a) above provides for recovery of liquidated damages on the cost of contract for delayed Natural Gas off-take. Such liquidated damages for delay in Natural Gas off-take shall be recovered by ONGC from the Security Deposit (SD) available with ONGC in accordance with the terms of Gas Supply Agreement or otherwise.

C. Liquidated Damages (LD):

Bidder to indicate delivery commencement period in terms of number of days from NOA Date which should not be more than 3 months. The delay of the bidder shall be reckoned from the number of days quoted/promised by the bidder to off-take Natural Gas from the NOA date. If there is delay by LNGBL/ONGC in its readiness to commence the Natural Gas supply, no L/D will be recovered from the Security Deposit (as provided at Article 16 above) available with ONGC for the delay on the part of LNGBL/ONGC. L/D will be recovered from the Security Deposit available with ONGC if there is delay attributable to the customer beyond number of days quoted/promised by the bidder from the NOA date. In case there is any difficulty in invoking the Bank Guarantee/L/C towards Security Deposit (SD) for encashment as envisaged in Article 16 (A) above, opportunity would be given to the bidder to provide the equivalent Bank Guarantee/L/C amount due through a bank draft within 5 (five) working days, failing which the allocation will be liable to be cancelled forthwith without any further notice.

- D. Further, in case of delay in providing Security Deposit (SD) as provided under 16(A) (iv), if any payment due towards bidder for delay in Natural Gas off-take the same shall be recovered from the Letter of Credit (L/C) or Cash Deposit available with ONGC provided by the bidder towards payment security under Article 22 hereunder.
 - E. The two weeks cost of Natural Gas would be calculated on Natural Gas quantity quoted in the Bid Schedule and multiplied by quoted /matched contract price plus applicable taxes thereon.
 - F. The Security Deposit (SD) (including applicable taxes and duties) should be provided in Indian Rupee. For calculating the amount of two weeks Natural Gas cost, following methodology for conversion is to be considered:
 - a. MMBTU to 1000 SCM conversion factor: 39.68254 for GCV of 10000 Kcal/SCM.
 - b. For the USD to INR conversion, the average RBI Reference Rate as provided in Appendix -1 to Annexure-II to be considered.
 - G. LNGBL/ONGC shall not be liable to pay any bank charges, commission or interest on the amount of Security Deposit (SD).
18. Replacement of Security Deposit (SD): Successful bidder shall be asked to replace the bid bond with Security Deposit (SD) to the allocation level at the Contract Price (higher of quoted /matched price with applicable domestic gas price notified by MoP&NG) and RBI reference rate of the previous month of allocation. The same would be notified in NOA and submission of such replaced SD shall be pre-condition for signing of Gas Supply Agreement.
19. The Security Deposit (SD) shall remain at the entire disposal of ONGC as a security for the satisfactory completion of the obligations of the buyer in accordance with the conditions of the contract.
20. In case the production increases to a higher level than initially advertised as part of the buildup and is expected to remain so on a sustained basis, then additional Natural Gas quantity up to maximum of 50% of initially advertised quantity can be offered to existing allottees on pro-rata basis of their initial allocation which was made through tendering process subject to their acceptance. This would be done transparently to all connected allottees irrespective of the fact that the bidder has

indicated or not the requirement of additional Natural Gas in their bid. In case, the consumer (s) does not accept the additional allocation, then available Natural Gas quantity would be tied-up through open bidding process.

21. The bidder to indicate the proposed use of Natural Gas clearly in their project report and it would be responsibility of the bidder to ensure use of allocated Natural Gas for the purpose they have bid for and Bidder's proposal and use of Natural Gas should confirm to necessary statutory/ regulatory compliances.
22. If the contract has been terminated according to Section 3 of Integrity Pact, or if ONGC is entitled to terminate the contract according to Section 3 of Integrity Pact, ONGC shall be entitled to demand and recover from the bidder liquidated damages amount by forfeiting the Security Deposit (SD), as per Section -4 of Integrity Pact.
23. Calculation of annualized bid Value: The annualized bid value would be calculated based on Natural Gas quantity bid for, and reserve gas price corrected to gross calorific value (GCV) given in the tender. Applicable taxes, VAT, etc. shall be loaded in the calculations. The RBI reference rate provided in the Bid Schedule-Part-I (Technical Bid) would be considered for conversion. Commercial eligibility will be initially ascertained based on reserve gas price when techno-commercial bids are opened. The eligibility would be re-ascertained based on quoted price by the bidder in the tender.
24. **Performance Security of Payment:**
 - i) **Letter of Credit (L/C):** At the time of signing Gas Supply Agreement, the successful bidder is required to establish irrevocable, revolving and without recourse Letter of Credit (L/C) from Nationalized/Scheduled Commercial Bank (as per format provided in **Appendix- 3 to Annexure-II**) or **Cash Deposit** to cover the security of payment against the Natural Gas supply. This L/C would be for the value of 45 days of Natural Gas supply. This amount would be calculated considering the awarded Natural Gas price considering the gross calorific value (GCV) of gas provided in the tender (under Article 2 of Special Terms for sale of Gas). The taxes, levies, etc. would be extra and should be considered over and above the gas price. This should be multiplied by allocated Natural Gas quantity in SCMD for Forty Five (45) days. This L/C would be valid for one year period. Natural Gas supply to the Bidder shall not commence unless L/C or Cash Deposit towards payment security is furnished.
 - ii) During the term of the Agreement, this amount shall be based on rolling average of the conversion rate of US\$ vis-à-vis INR for the preceding 3 (three) months and based on gas off-take quantity for the preceding 3 (three) months at applicable Natural Gas price. The L/C or Cash Deposit amount for payment security shall have to be revised if the amount so calculated varies by more than 10% on either side based on the provisions of Article 22(i) above. First such revision shall be due at the start of the fourth month from the commencement of the Agreement. Bidder shall bear all expenses and bank charges in connection with the establishment of such L/C.
 - iii) If the L/C or cash deposit is en-cashed for three or more times in a Financial Year due to any reason attributable to the Buyer, then the Buyer shall maintain a L/C or cash deposit of 125% value of the original L/C amount to provide higher payment security.
 - iv) **Validity of (L/C):** The Bidder shall ensure the validity of the L/C by getting extension duly issued by his Banker at least one month before the expiry of the existing L/C from time to time. In case of failure to extend the validity of L/C by the Bidder, ONGC shall have right to invoke the L/C for encashment and keep the

amount as deposit till the L/C is renewed. Further, LNGBL / ONGC shall have the right to stop the supplies for not keeping the L/C valid without any prejudice to the rights of ONGC to recover for monthly minimum guaranteed off-take (MMGO) charges. Further, Bidder shall ensure that during the last year of Contract, validity of the LC submitted is at least till three months beyond the Term of Contract.

25. The successful bidders would have to enter the Gas Supply Agreement with ONGC for supply of Natural Gas from the field. The model Gas Supply Agreement is provided at Annexure-IV of the bid document.
26. After concluding the Gas Supply Agreement, the successful customer, if applicable, has to submit the required agreements / Clearances, prior to commencement of Natural Gas supplies to their plant/unit including a proof of submission of application to 'Petroleum & Natural Gas Regulatory Board' (PNGRB) for laying of dedicated natural gas pipelines under the provisions of the Petroleum & Natural Gas Regulatory Board (Authorizing Entities to Lay, Build, Operate or Expand Natural Gas Pipelines) Regulations, 2008, Power Purchase Agreement [for bidders who shall be using gas for generation of power], Gas Transportation Agreement (GTA) with the transporter, clearance from Petroleum Explosives Safety Organization (PESO) etc, if required. The above list is indicative and bidders shall be responsible for all statutory clearances required to conduct their operations.

27. Initial Built Up period

An initial built up period of 60 days shall be provided to the successful bidder/s from date of actual commencement of gas supply. The gas supply would commence after ONGC ascertains that the bidder's plant/factory is commissioned and all statutory approvals have been submitted by the bidder.

Such period is divided into 2 parts (of 30 days each), as under:

- During the first 30 days from date of commencement of gas supply, there would not be any minimum take-or-pay obligation (MMGO) as per Gas Supply Agreement (GSA) (Annexure-V)
- During the subsequent 30 days, the minimum take-or-pay obligation (MMGO) on gas supplies would be based on the nomination of successful bidder/buyer provided to ONGC

After such period of 60 days the minimum take-or-pay obligation (MMGO) on gas supplies would be based on the Seller's nomination and would be as per the relevant clause of GSA.

28. If there is any change, either by way of introduction of any new or amendment in the existing Laws, Rules, Regulations, Orders including gas pricing notifications, directives, policies of the Government of India, the same shall be binding and such change shall not be a ground for admitting any claim against ONGC.
29. **APPLICABLE LAW AND JURISDICTION:**
 - The bidding process, including all matters connected with this bid, shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at respective work-center from where the tender has emanated.
 - Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

BID SCHEDULE (Part-I) (Technical Bid)

	Description	Quote
I	Name of field/location	ONGC PEO CA-17 Marginal Nomination fields
II	Gross Calorific Value of Gas (KCAL/SCM) (indicative Based on field report)	As applicable
III	Reserve Gas Price, USD/MMBTU on GCV basis	Prevailing Domestic Gas Price as notified by Govt. of India from time to time Currently USD 6.10 /MMBTU
IV	No of CTP's quoted	In figures:
		In words :
V	Number of days required by buyer to be ready to off-take gas from NOA date (A) (no of days).	In figures & words : Please furnish in the TABLE below
VI	Bid Bond Details (in the form of Term Deposit Receipt)	

TABLE

Sr. No.	Name of field / location	Custody Transfer Point (CTP) / Delivery Point	gas quantity available at the CTP on (Fall-back basis)	Quoted for CTP (Yes / No)	Number of days required by buyer to be ready to off-take gas from NOA date (A) (no of days).		Remarks
					In Figures	In words	
1	Kaikalur+Vadali	Ex-KKL EPS	6000				on Fall back and As is Where is basis from all CTPs / delivery points at pressure 1 to 3 Kg/cm2
2	Lingala	Ex-Lingala GGS	12000				
3	Mandapeta West	Ex-MWP EPS	18000				
4	Nandigama	Ex-Nandigama EPS	18000				
5	Penugonda + North Penugonda	Ex-Kavitam EPS	17000				
		Ex - WPGDA WHI	32000				
		Ex-NPGDA WHI	2000				
6	Rangapuram	Ex. Rangapuram WHI	5000				
7	Ravulapalem						
8	Sitarampuram						

Notes:

- Bidder is free to bid for any one CTP or multiple CTPs
- Bidder has to bid for the 100% of gas quantity available at the CTP he is bidding for.
- If gas available, the successful bidder may be allocated up to maximum 1.5 times of the gas quantity mentioned at the respective CTP he is bidding for.
- Gas quantity mentioned against Kaikaluru EPS will be available either from Kaikaluru EPS or Lingala EPS as both locations are inter-connected.

Conditions related to the Schedule:

1. The bidder to download the bid schedule and upload the same after filling up the required data in the same format (not to be printed & scanned).
2. The bidder to quote the required gas quantity in Standard Cubic Meter per Day. The same is to be quoted both in figures and in words.
3. The bidder to submit their bid in the TABLE for the gas quantity maximum upto the gas quantity on offer for sale.
4. The gas quantity offered by LNGBL / ONGC is indicative and it may vary on either side i.e. it may increase or it may decrease, normally with a range of $\pm 10\%$ of the indicated profile. The gas price will be applicable for actual supply of gas.
Bidder to quote the number of days required to be ready to off-take gas from NOA date. The above quotes should be clearly specified and quotation written in words will prevail in all cases.

Name & address of the Bidder

Date & Place:

BID SCHEDULE-Part-II (PRICE BID)

	Description	Quote
I	Tender No.	
II	Name of field/location	ONGC PEO CA-17 Marginal & Nomination fields, KG basin
III	No of CTPs quoted	In figures:
		In words:
IV	Reserve Gas Price USD/MMBTU (on GCV basis)	Prevailing Domestic Gas Price as notified by Govt. of India from time to time Currently USD 6.10/MMBTU
V	Quoted premium over Reserve Gas Price, (non-zero and positive) USD/MMBTU (GCV basis)	In figures: Please furnish in the TABLE below
		In words: Please furnish in the TABLE below

TABLE

Sr. No.	Name of field / location	Custody Transfer Point (CTP) / Delivery Point	Gas quantity, SCMD (Fall-back basis)	Quoted for CTP (Yes / No)	Quoted premium over Reserve Gas Price, (non-zero and positive) USD/ MMBTU (GCV basis)	
					In figures	In words
1	Kaikalur+ Vadali	Ex-KKL EPS	6000			
2	Lingala	Ex-Lingala GGS	12000			
3	Mandapeta West	Ex-MWP EPS	18000			
4	Nandigama	Ex-Nandigama EPS	18000			
5	Penugonda + North Penugonda	Ex-Kavitam EPS	17000			
		Ex - WPGDA WHI	32000			
		Ex-NPGDA WHI	2000			
6	Rangapuram	Ex. Rangapuram WHI	5000			
7	Ravulapalem					
8	Sitarampuram					

(on Fall back and As is Where is basis from all delivery points) At pressure 1 to 3 Kg/cm²

1. Bidder is free to bid for any one CTP or multiple CTPs

2. Bidder has to bid for the 100% of gas quantity available at the CTP he is bidding for.

3. If gas available, the successful bidder may be allocated upto maximum 1.5 times of the gas quantity mentioned at the respective CTP he is bidding for.

4. Gas quantity mentioned against Kaikaluru EPS will be available either from Kaikaluru EPS or Lingala EPS as both locations are inter-connected.

Conditions related to the Price Bid Schedule:

1. Prevailing domestic gas price on GCV basis as fixed by Govt. of India from time to time is taken as reserve gas price. The reserve gas price is exclusive of all applicable

statutory taxes, duties as applicable at present or to be levied in future by the Central or State Government or Municipality or any other local body or bodies payable on sale of natural gas.

2. The bidder to quote the non-zero and positive premium over reserve gas price in US\$/MMBTU (on GCV basis).The same is to be quoted in figures (up to two decimal points) as well as words.
3. The above quote should be clearly specified and quotation written in words will prevail in all cases. On completion of the initial price bid opening, e-Auction will be conducted by m-Junction for the premium portion as per DGH approved guidelines. Highest premium quoted in the initial price bid opening (e-tendering) becomes the minimum premium for e-auction.

Name & address of the Bidder

.....

Date:

Place:

**FOR LETTER OF CREDIT TO BE SUBMITTED TOWARDS PERFORMANCE SECURITY OF
PAYMENT AGAINST NATURAL GAS**

To [SELLER/ BENEFICIARY]
[ADDRESS]

IRREVOCABLE STANDBY LETTER OF CREDIT. NO.: _____

Name of Beneficiary: ONGC, <Details of ONGC Asset to be mentioned>

Name of Applicant: <Buyer Details to be mentioned>

Amount of Letter of Credit: _____ . **Expiry Date:** _____

At the request of the _____ <Name and Address> ("Applicant"), we,
_____, <Name and Address> ("Issuing Bank") hereby establish unconditional
irrevocable standby Letter of Credit no. _____ Dt. _____ in favour of Oil and
Natural Gas Corporation Ltd., <Details of ONGC Asset> (the "Beneficiary") for Rs. _____ (the
"Face Value") as per following terms and conditions:-

1. This is an unconditional STANDBY IRREVOCABLE and without recourse Letter of Credit, valid up to _____ for submission of documents for negotiation and payment to the bank.
2. The face value of this Letter of Credit shall be equal to Rs _____ (Rupees _____.) (Equivalent to 45/60 days of natural gas supply).
3. This Letter of Credit is issued under _____ [Details of Tender/NOA/Contract/Agreement to be mentioned] dated _____ to cover payment for supply of natural gas by ONGC (Beneficiary) to the Buyer as per **AGREEMENT** executed between Buyer and Beneficiary and also interest on delayed payment including payment for Monthly Minimum Guaranteed off-take (MMGO) quantity. This Letter of Credit will be valid for any of the documents such as Invoices/Provisional invoices/Debit notes/Statement of claim/Demand letter etc. raised under the aforesaid contracts/agreement, as well as supplementary agreements, Side Letters, Term Sheet, amendments etc. and other addenda thereof.
4. Notwithstanding the above provision, it is further provided that if gas Buyer continues to draw gas supplies from ONGC beyond validity period of the existing Agreement (without written extension prior to expiry of the Agreement validity for any reason whatsoever) payments due for such gas supplies and such period (including MMGO charges) shall be fully covered by this letter of credit within the validity of the letter of credit.
5. All bank charges including opening, negotiation, handling, amendment, renewal, interest charges, and any other charges related to this Letter of Credit will be borne by the Applicant. However, charges of the advising bank shall be borne by the Beneficiary.
6. Payment against the Letter of Credit shall be released immediately without demur on presentation of a copy of any of the documents such as duly signed Invoices/Provisional invoices/ Debit notes/ Statement of claim / Demand Letter etc. by ONGC.

7. Draft /Hundi (format enclosed) drawn under the Letter of Credit (L/C) would mark the L/C Number _____ dated _____.
8. If the payment to ONGC/ONGC banker is not made at sight of documents, interest@_____ (rate as applicable on delayed payment under the relevant GSA) per annum compounded quarterly for each day payments are overdue until paid, shall be charged.
9. This Letter of Credit (L/C) shall also cover requests against partial payment and/or multiple drawings.
10. This unconditional Standby Irrevocable Letter of Credit is available for negotiation directly with the issuing Bank/Branch or through ONGC's bankers without recourse to the Applicant.
11. The validity of Letter of Credit will be up to _____. The Issuing Bank unconditionally and irrevocably undertakes to the Beneficiary that, if at least one month (30 days) prior to the expiry of this Letter of Credit, Applicant fails to renew/ extend such Letter of Credit or replace it with another Letter of Credit as acceptable to the Beneficiary then, the issuing banker shall make full payment of the Letter of Credit face value upon receipt of Beneficiary letter/certificate that Applicant has failed to replace or renew the Letter of Credit. Such Amount received by the Beneficiary, would be treated as a deposit qua payments/receivables from the Applicant towards future Gas Supplies.
12. 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.
13. 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.
14. The Issuing Bank shall forward and submit this Letter of Credit to the Advising Bank for advising of this Letter of Credit to Beneficiary.

Yours faithfully

(Sign of authorized officer of Bank)

Bid Evaluation Criteria (BEC)

1.0 Technical Criteria:-

- 1.1 The following vital technical clauses should be strictly complied with, failing which the bid will be rejected.
 - 1.1.1 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 bid documents, duly supported with documents wherever required. In case of incomplete and non-confirming bids, ONGC reserves the right to reject the bid.
 - 1.1.2 Bidder as either consumer of gas or as reseller, need to submit documentary proof - being certified copy of the Firm's Memorandum of Association (for a registered company), Partnership deed (for partnership firm) or declaration from Proprietor in case of a proprietary firm (as applicable depending on type of firm) detailing the nature of business the firm is engaged in.
- 1.2 Bidder to submit their project report indicating inter alia project details for evacuation and utilization / reselling of gas it has bid for. The project report should deliberate on gas evacuation & utilization in detail and establish round the clock requirement of fuel on continuous basis, for which bid is being made.
- 1.3 Gas Quantity for Bidding:
 - 1.3.1.1 Bidder is free to bid for any one CTP or multiple CTPs
 - 1.3.1.2 Bidder has to bid for the 100% of gas quantity available at the CTP he is bidding for.
 - 1.3.1.3 If gas available, the successful bidder may be allocated upto maximum 1.5 times of the gas quantity mentioned at the respective CTP he is bidding for.
 - 1.3.1.4 Gas quantity mentioned against Kaikaluru EPS will be available either from Kaikaluru EPS or Lingala EPS as both locations are inter-connected.
- 1.4 The gas quantity offered is from small & isolated fields and LNGBL / ONGC shall make best endeavor to achieve the gas availability profile as projected and it is expected that the actual availability would normally vary with a range of +/- 10% of the indicated profile. The gas would be supplied on fall-back basis.
- 1.5 Bidder to submit Bid Bond in the form of **Term Deposit Receipt (TDR)** at the time of bid submission and shall replace it with Security Deposit (SD) for the quantity of Natural Gas they have bid for based on quoted /matched contract price within 2 weeks from NOA. This SD would be submitted prior to signing of Gas Supply agreement
- 1.6 The bidder should submit a declaration with un-priced bid (Techno-commercial Bid) 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. The bid without such declaration shall be rejected.
- 1.7 **Delivery Commencement Period:** Bidder to quote the number of days required to be ready to off-take gas from NOA date. This should be equal to or less than 3 months ((denominated "A") by the bidder in the Bid Schedule-Part-I (Technical Bid)). In case of delay in utilization of Natural Gas by the bidder, SD submitted by the bidder shall be realized in terms of Para 17 of Annexure II.
- 1.8 **Bidder has to participate only for the CTP for which bidder has paid the application fee. If any bidder participate's in the CTP for which application fee has not been paid, such bidder will be dis-qualified at the time of technical evaluation.**

2.0 Commercial criteria

- 2.1 The bid duly completed in all respect duly signed along with all enclosures should be submitted through the e-bidding engine. Also the physical documents such as original bid security (security deposit), Power of attorney and duly signed integrity pact should also be submitted.
- 2.2 Turnover and Net-Worth of the bidder shall be considered for ascertaining commercial eligibility at their quoted price:
 - 2.2.1 Average Turnover : 30% of annualised bid value or more.
 - 2.2.2 Net-worth of Bidder :Positive (as per audited annual accounts for previous two Financial years)
- 2.3 For ascertaining parameter of Turnover of the bidder, average turnover of the bidder for the previous two financial years shall be considered. Average turnover of the bidder for the previous two financial years shall be calculated by dividing the total turnover of previous two (2) years by two (2), irrespective of the fact that quoted turnover for one particular year is for a period of less than 12 months or complete 12 months. Bidder to submit audited annual accounts of previous two financial years for ascertaining their turnover and net-worth. The date (i.e. the financial period closing date) of the immediate previous year's annual accounts should not be older than eighteen (18) months from the bid closing/un-priced bid opening date.
- 2.4 Bidder to submit the 'Certificate of Compliance' in the un-priced bid (techno-commercial bid) to the effect that the Turnover of the bidder is equal or more than the required value (based on quoted quantity and Reserve gas price under the tender plus quoted premium). In case the information contained in the 'Certificate of Compliance' is found to be incorrect later on after opening of price bids then their bids will be rejected.
- 2.5 Commercial eligibility will be initially ascertained based on reserve gas price when techno-commercial bids are opened. On completion of the initial price bid opening, e-Auction will be conducted by m-Junction for the premium portion as per DGH approved guidelines. Highest premium quoted in the initial price bid opening (e-tendering) becomes the minimum premium for e-auction. Accordingly, the eligibility would be re-ascertained based on highest quoted price obtained during e-auction.
- 2.6 In case the bidder is a newly formed company (i.e. one which has been incorporated in last 5 years from the date of un-priced bid opening of the tender), who does not qualify financial criteria (i.e. Turnover for 30% annualized bid value) by itself and submits his bid based on the financial strength of his promoter company, then following documents need to be submitted:
 - 2.6.1 Turnover of the promoter company should be more than '30%' of the annualized bid value.
 - 2.6.2 Net worth of promoter should be positive.
 - 2.6.3 Corporate Guarantee on the promoter company's Company letter head signed by an authorized official undertaking that they would financially support the newly formed company for executing the project/job in case the same is awarded to them, and
 - 2.6.4 The bidder is a newly formed company, then bidder to submit 'Certificate of Incorporation' issued by Registrar of Companies (in case bidder is a company, notarised Partnership deed or document of proprietorship firm, etc. as the case may be}.
- 2.7 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet the financial criteria

(i.e. Turnover for 30% annualized bid value) by itself and submits his bid based on the financial strength of his parent/ultimate parent/holding company, then following documents need to be submitted:

2.7.1 Turnover of the parent/ultimate parent/holding company should be more than 30% of the annualized bid value,

2.7.2 Net worth of the parent/ultimate parent company should be positive.

2.7.3 Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the project/job in case gas is allocated to them.

2.7.4 The bidder shall submit documentary evidence that his company is a 100% subsidiary of the parent/ultimate parent/holding parent company.

2.8 **Offered Natural Gas price:** Bidder to quote the non-zero and positive premium over reserve gas price in USD/MMBTU (on GCV basis) (up to two decimal places) in the Bid Schedule - Part-II (Price Bid) for the Natural Gas offered by ONGC under this tender. The Reserve Price shall be the domestic gas price as fixed by Govt. of India from time to time based on 'New Domestic Gas Price Guidelines, 2014'. Price bid schedule should be signed and submitted in separate sealed envelope. On completion of the initial price bid opening, e-Auction will be conducted by m-Junction for the premium portion, with the minimum premium being the highest premium quoted in the initial price bid opening through the sealed envelopes. Price indicated elsewhere in the bid document would lead to outright rejection of bid.

2.9 Bids of following kinds will be rejected(Rejection Criteria):

2.9.1 Bids made without Bid Bond.

2.9.2 Bids that do not conform to the unconditional validity of the offer for 180 days from the date of opening of un-priced bids.

2.9.3 Bids that quote gas off-take period beyond 3 months from NOA date in the technical bid.

2.9.4 Bids where price is disclosed in techno-commercial (un-priced) bid,

2.9.5 Bids who are not meeting commercial eligibility criteria under Para 2.2 above.

2.9.6 Bids which are liable for rejection under any of the grounds mentioned in any of the provisions of the bidding document.

3.0 **Necessary condition:**The bidders must confirm unconditional acceptance of 'Special Terms of Sale of Gas' at Annexure-II, Bid Evaluation Criteria at Annexure-III, terms and conditions of 'Model Gas Sales Agreement' at Annexure-V and Instruction to Bidders at Annexure-I. Any deviation would result in rejection of the bid.

4.0 Evaluation of the bids would be done based on the following criteria:

4.1 First techno-Commercial bids of all the bidders would be opened and evaluated based on the technical evaluation criteria provided above.

4.2 The quotations submitted in the 'Bid Schedule-Part-I (Technical Bid)' only shall be considered for evaluation of technical bids. If there is any variation in the quotations in the bid elsewhere, then the quotations provided in the 'Bid Schedule-Part-I (Technical Bid)' shall be final and binding.

4.3 The Price bids of only techno-commercially acceptable bidders shall be opened. On completion of the initial price bid opening, e-Auction will be conducted by m-Junction

for the premium portion as per DGH approved guidelines. Highest premium quoted in the initial price bid opening (e-tendering) becomes the minimum premium for e-auction. Evaluation of bids/allocation would be done as under. Price bids of only techno-commercially acceptable bidders shall be opened and evaluation of bids would be done as under:

- 4.4 Out of qualified bids received against the tender, the Natural Gas from the fields would be first fully allocated to the bidder who has quoted the highest premium over the reserve gas price in the Bid Schedule-Part-II (Price Bid) and its evaluated Natural Gas price is highest (H-1) on fall-back and as is where is basis.
- 4.5 In case, there are multiple bids having same highest price quote (H-1), (i.e., more than one bidder quoting the same highest premium over reserve gas price but different number of days for gas off-take, then
 - 4.5.1 Natural Gas would be first fully allocated to the bidder who has quoted the least number of days ("A") for off-take of gas.
 - 4.5.2 If surplus Natural Gas is left after the allocation as provided in 4.5.1 above, then the balance Natural Gas available would be allocated to the bidder who has quoted next higher number of days ("A") for off-take of Natural Gas and this process shall be repeated until all available Natural Gas is exhausted for allocation.
- 4.6 In case, there are multiple bids from that field having same evaluated Natural Gas and have quoted same number of days ("A") for off-take of gas, then the Natural Gas would be allocated to all such bidders on prorated basis in proportion to the Natural Gas quantity they have quoted in the Technical Bid vis-à-vis total Natural Gas available from the CA-17 cluster under the tender.
- 4.7 If surplus Natural Gas is left after the allocation as provided in para 4.4, 4.5 and 4.6 above or Natural Gas is becoming surplus on surrender by bidders including H-1 bidder, then the remaining bidders would be considered for Natural Gas allocation and such bidders would be asked to match the highest quoted price for getting Natural Gas allocation and give the unconditional confirmation on the same. Such unconditional confirmation would be asked in sealed cover within five (5) working days and these covers would be opened in sequential order based on original ranking determined based on their quoted premium over reserve price (i.e., H-2, H-3, H-4, etc.). This process shall be repeated until all available Natural Gas is exhausted for allocation.
- 4.8 If some of the bidders who does not match the highest Natural Gas price or does not respond within the stipulated time, his bid will be rejected and no claim of the bidder would be entertained. The Natural Gas would be offered to the next eligible bidder who accepts unconditional matching of Natural Gas price with H-1 price.
 - 4.8.1 Bidder to decide whether to accept the Natural Gas allocation which is less than their tendered/bid quantity. In case bidder is allocated quantity of Natural Gas less than their quotation, Bidder would be entitled to surrender entire/part of Natural Gas allocated. This would also be applicable to H-1 bidder. In case of surrender, Security Deposit would not be forfeited and surrendered Natural Gas would be allocated to other eligible bidders as per the process stipulated in the tender.
 - 4.8.2 If bidder backs out if the allocated quantity is less than their quoted quantity after signing of the Gas Supply Agreement, then in such case ONGC will forfeit their Security Deposit (SD). In such scenario, LNGBL / ONGC shall re-allocate/redistribute surrendered quantity amongst other eligible allottees as

stipulated in BEC.

- 4.8.3 In case bidder is allocated quantity of Natural Gas as per their quotation, Bidder is either to accept or to surrender the entire allocation made to him. In case of non-execution of Gas Supply Agreement (after allocation) or surrender (even by H-1 bidder), entire Bid Bond / Security Deposit would be forfeited and the Natural Gas would be allocated to other eligible bidders as per the process stipulated in the tender. In such a scenario, action will be taken to ban/put on holiday (upto 2 years) the bidder as per ONGC policy in terms of Article 15.1 of Special Terms for sale of Gas (Annexure-II).
- 5.0 In case gas is left out (within tendered/advertised quantity) after the allocation as provided in para 4.4 to 4.8 (including sub-paras), then all the eligible bidders (bidders qualified under para 4.4 to 4.8) would be considered for total left out Natural Gas allocation and consent of the bidders would be sought for getting Natural Gas l allocation at the H-1 price. The consent letters would need to be submitted by the bidders in sealed cover within five (5) working days and Natural Gas would be allocated as per demand indicated by the bidders.
- In case, the total demand from all the bidders exceeds the total left out Natural Gas quantity, gas would be offered on pro-rata basis to all the interested bidders and their consent would be sought for such allocation. This would be done transparently to all irrespective of the fact that the bidder has indicated or not the requirement of additional Natural Gas in their bid. In case any Natural Gas is still left out, then such quantity would be tied-up through open bidding process.
- The bidders would be required to off-take such additional Natural Gas within maximum 60 (Sixty) days from Date of allocation. Further, the bidder would be required to submit the Security Deposit for such additional allocation for issuance of NOA.
- 6.0 Bidder to go through the Terms and Conditions provided in the model Gas Supply Agreement. Any deviation to the Terms and conditions as provided in model Gas Sales Agreement will lead to rejection of bid.

General:

- 7.0 In case the production increases to a higher level than initially expected/advertised as part of the buildup and is expected to remain so on a sustained basis, then additional gas up to maximum of 50% of initially advertised quantity can be offered to existing allottees on pro-rata basis of their initial allocation made through tendering process subject to their acceptance. This would be done transparently to all connected allottees irrespective of the fact that the bidder has indicated or not the requirement of additional Natural Gas in their bid. In case, some of the consumer (s) does not accept the additional allocation, then the Natural Gas would be offered to other consumers, if any, on pro-rata basis subject to their acceptance. In case any Natural Gas is left out, then such quantity would be tied-up through open bidding process.
- 8.0 The bidders would be required to off-take such additional Natural Gas within maximum 60 (Sixty) days from allocation. Further, the bidder would be required to submit the Security Deposit and L/C towards payment security for such additional allocation
- 9.0 In case of decrease in production, cuts in gas supply will be made to all allottees on pro-rata basis.
- 10.0 The Natural Gas would be from the CA-17 cluster indicated in the tender and LNGBL/ONGC shall endeavor to supply Natural Gas from such source uninterruptedly subject to availability. In case of reduction in availability of Natural Gas during the contract period due to reasons primarily attributable to the geological reservoir uncertainties & complexities, other complications in the fields/ wells or any reasons whatsoever, if Natural Gas supply cannot be provided, LNGBL / ONGC shall not be

responsible nor it shall be an issue for arbitration or a matter of dispute in Court of Law. The bidder shall make all necessary provisions for creation and maintaining dual fuel capabilities in order to meet their fuel requirement by an alternative fuel/substitute to gas, as and when Natural Gas supplies are interrupted or discontinued for the reasons mentioned.

11.0

12.0 The Bids Evaluation Criteria over-rides all other similar clauses operating anywhere in the Bid Documents.

13.0 The bidder is prohibited to offer any service/benefit of any manner to any employee of ONGC and that the bidder may suffer summary termination of agreement /disqualification in case of violation.

14.0 Integrity Pact: Bidders are requested to submit “integrity Pact”(Annexure-IV) duly signed in all pages by the same signatory who signs the bid along with other original documents (as listed above) in sealed cover.

PROFORMA OF INTEGRITY PACT, AS REVISED VIDE CIRCULAR NO.44/2016

(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”

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 cooperates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI’s national and international experience, the Principal 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 principles:-
1. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for him/herself or 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 Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional 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 itself 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 with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular 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; 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 or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (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 contract award 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, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- i) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by 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 6 months and maximum of 3 years.
- ii) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

- iii) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such 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 to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- iv) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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) to procure from all the subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors / sub-vendors.
- (3) The Principal will 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, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8
External Independent Monitor / Monitors (three in number depending on the size of the contract)
(to be decided by the Chairperson of the Principal)

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor 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.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

**Section 9
Pact Duration**

This Pact begins when both parties have legally 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 this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

**Section 10
Other provisions**

(1) This agreement 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 for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder / Contractor

Place -----

Witness 1 : -----.

Date -----

Witness 2 : -----

This AGREEMENT made on _____ day of _____, Two Thousand Twenty one at _____ between OIL AND NATURAL GAS CORPORATION LTD., a company incorporated under the Companies Act 1956, having its Corporate Registered Office at Deendayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj New Delhi 110070, and one of its Asset Offices at Rajahmundry Asset, Rajahmundry, East Godavari Dist, Andhra Pradesh hereinafter referred to as "SELLER" (which expression shall, where the context so requires or admits of, be deemed to include its successors or assignees) of the ONE PART and M/s. _____ (Name of consumer) {*a Pvt.Ltd. company/a Ltd. company/ proprietary firm/partnership firm, etc. as the case may be*}, having its office at _____ {address of the consumer}, hereinafter called "BUYER" (which expression where the context so requires or admits of, be deemed to include its successors or assignees) of the OTHER PART.

Whereas the BUYER desires to purchase and receive "NATURAL GAS" from the SELLER as per their Bid Response no. _____ dated _____ and the SELLER agrees to sell and deliver to the BUYER Natural gas as produced in its natural state or after stripping of heavier components for other uses, obtained from CA-17 cluster of the marginal nomination fields in KG basin of SELLER delivered at Ex-Kaikalur EPS, Ex-Lingala GGS, Ex-Nandigama EPS, Ex-MWP EPS, Ex-Kavitam EPS, Ex-WPGDA WHI, Ex-NPGDA WHI, Ex. Rangapuram WHI ONGC Installations, Andhra Pradesh as a fuel <for generation of power for feeding into State Grid/as a fuel in the factory/for LPG extraction, generation of power for captive purpose/mercantile purpose, for reselling etc.> in the facilities of the BUYER located in the state of _____ on the terms and conditions stated in the tender document for the sale of natural gas from CA-17 cluster of the marginal nomination fields in KG basin and terms and conditions stated hereunder which have been mutually agreed upon between the SELLER and the BUYER.

NOW THIS DEED WITNESSES AS FOLLOWS,

ARTICLE-1

DEFINITIONS AND INTERPRETATIONS

The following words shall have the meaning assigned against each one of them respectively in the AGREEMENT, unless otherwise stated:-

- 1.01. "Time" shall be stated in "Hours" and shall mean 'Indian Standard Time'.

- 1.02. "Day" means a period of twenty-four (24) consecutive hours beginning and ending at 0600 hours and reference date for any such day shall be the date on which such day starts at 0600 hours.
- 1.03. "Week" means a period of Seven (7) consecutive days beginning 0600 hours from a day.
- 1.04. "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 on the first day of the succeeding calendar month.
- 1.05. "Month" means the period beginning at 0600 hrs. on the first day of a calendar month and ending at 0600 hrs. on the first day of the succeeding calendar month.
- 1.06. "Year" means period of 365 (Three hundred and sixty five) consecutive days or 366 (Three hundred sixty six) consecutive days when such period includes a twenty-ninth (29th) day of February.
- 1.07. "Year", "Month" and "Day" wherever used in this Agreement imply that of Gregorian Calendar.
- 1.08. "**Agreement**" means the term and conditions set out in this Agreement, Schedules A, B, C, and D; and Appendices.
- 1.09. "**AGA**" means American Gas Association.
- 1.10. "**ASTM**" means the American Society of Testing Materials and "**ANSI**" means American National Standard Institute;
- 1.11. "Annual Contract Quantity" has the meaning ascribed to it in Article 5.03 of this Agreement;
- 1.12. "Adjusted Annual Contract Quantity" has the meaning ascribed to it in Article 6 herein;
- 1.13. "**Cubic Metre**" or "Standard Cubic Metre " or "**SCM**" means the volume of GAS which occupies one (1) cubic metre of space when such GAS is at a temperature of 15 °C and at an absolute pressure of 1.0332 Kg/Cm² (1.01325 bar);
- 1.14. "**Delivery Points**" means the points at which the Parties agree deliveries of Seller's Gas shall be made under this Agreement as set forth in Article 4.01 and 4.06.

- 1.15. **“Delivery Commencement Date”** means the date for the commencement of deliveries of SELLER’s Gas hereunder as set forth in Article 2.02 and Schedule A of this Agreement.
- 1.16. **“Due Date”** has the meaning as ascribed to in Article 13.02 of this Agreement.
- 1.17. **“Expiry Date”** means the date on which the Term of this Agreement expires as set forth in Schedule A.
- 1.18. **“Outside Expert Committee”** has the meaning ascribed to it in Article 16.2 of this Agreement;
- 1.19. **“Gas”** means any dry gas, wet gas, all gaseous hydrocarbons or mixture of hydrocarbons and other gases like Nitrogen, carbon-di-oxide, and substances contained therein including sulphur, but excluding helium which are produced from oil, gas, gas oil wells and also including residue gas remaining after fractionation or extraction of liquid hydrocarbons from gas at Standard Conditions;
- 1.20. **“Gross Heating Value”** or **“Gross Calorific Value”**, (**“GCV”**) of Gas per SCM means that quantity of heat in Kilocalories evolved by combustion at constant pressure of 1 SCM of Gas with air and temperature of gas, air and the products of combustion cooled to initial temperature and all water formed by combustion reaction remaining in liquid state;
- 1.21. Not used
- 1.22. **“Invoice”** means & includes a document containing calculations sent by SELLER to BUYER pursuant to Article 13.01, specifying the following:
- 1.22.1. The Natural Gas quantity for the applicable Billing Period,
 - 1.22.2. The details of the gross heating value (Gross Calorific Value) to derive SELLER’s Gas sold during a Billing Period and,
 - 1.22.3. Price of the Gas as set forth in Schedule B of the Agreement, applicable taxes, and levies,etc.
 - 1.22.4. Details of Short-lifted quantity and amount towards short lifted quantity, if any.
- 1.23. **“Kilocalories”** shall mean the amount of heat required to raise the temperature of one (1) kilogram of water from 14.5 degree Centigrade to 15.5 degree Centigrade at a pressure of 1 atmosphere at sea level.
- 1.24. **“Laws, Regulations and Orders”** means the Central, State and local laws of India and all orders, ordinances, rules, regulations, decrees, policies, judicial decisions, notifications or similar directives issued by any executive, legislative, judicial or administrative entity or authority or any person purporting to act in such capacity in accordance with which the Buyer and/or the Seller are accustomed and/or required to comply;
- 1.25. **“MCF”** means one thousand (1,000) SCF of Gas;

- 1.26. "**MCM**" means one thousand (1,000) SCM of Gas;
- 1.27. "**Measurement Point**" shall mean the point where the flanges connect Seller's sales measuring equipment to the Buyer's Pipeline;
- 1.28. "**Million Kilo Calories**" or "MKCal" means one million Kilo Calories;
- 1.29. "**MMBTU**" means one million (1,000,000) BTU;
- 1.30. "**MMGO**" has the meaning ascribed to it Article 6.01..
- 1.31. "**MMSCF**" means one million (1,000,000) Standard Cubic Feet of Gas;
- 1.32. "**MMSCM**" means million (1,000,000) standard cubic meter of Gas;
- 1.33. "**MPMS**" means Manual of Petroleum Measurement Standards published by the American Petroleum Institute;
- 1.34. deleted
- 1.35. "**Party**" means BUYER or SELLER and "**Parties**" means both BUYER and SELLER;
- 1.36. "**Price**" means the price to be paid by the BUYER to SELLER for one MMBTU of Sellers Gas delivered by SELLER to BUYER hereunder as set forth in Schedule B;
- 1.37. "**Producing Areas**" means those petroleum accumulation described in the Schedule A of this Agreement which Seller shall produce and supply and Buyer shall purchase Seller's Gas hereunder;
- 1.38. "**PSIA**" means a unit of pressure expressed in pounds per square inch absolute;
- 1.39. "**PSIG**" means a unit of pressure expressed in pounds per square inch gauge;
- 1.40. "**Quantity**" has the meaning ascribed to it in Article 5;
- 1.41. "**Quarter**" means the period of time commencing at 06:00 hours on January 1, April 1, July 1 and October 1 and expiring at 06:00 hours on the first day of the next succeeding calendar quarter;
- 1.42. "**SCF**" means standard cubic foot of Gas;
- 1.43. "**SCM**" means standard cubic meter of Gas;
- 1.44. "**Seller's Gas**" means Natural Gas produced by Seller from the Producing Areas for delivery and sale to Buyer hereunder;
- 1.45. "**Specifications**" means the specifications for Seller's Gas set forth in Schedule C;
- 1.46. "**Supplementary Invoice**" means and includes a document containing calculations sent by SELLER to BUYER specifying:
 - i. the calculations of charges due from BUYER to SELLER under this Agreement for any previous Billing Period(s), and

- ii. any other adjustment
- 1.47. “Term” has the meaning ascribed to it in Article 2.01;
- 1.48. All references herein to persons shall where the context admits be deemed to include bodies corporate, unincorporated associations and partnerships.
- 1.49. Unless the context requires otherwise, in this Agreement:
 - (a) The headings are for convenience only and shall be ignored in construing this Agreement;
 - (b) The singular includes the plural and vice versa;
 - (c) References in Articles, Schedules and Annexures are, unless this context otherwise requires, references to Articles of, Schedules of, and Annexures to, this Agreement;
 - (d) In carrying out its obligations and duties and exercising its rights under this Agreement each Party shall have an implied obligation to act in good faith; and
 - (e) The word "including" means "including without limitation".
- 1.50. “Affiliate” has the meaning ascribed to it in Article 15.02.
- 1.51. “PEC Contractor” refers to M/S LNG BHARAT LTD. who is operating the field on behalf of the SELLER under Production Enhancement Contract signed for CA-17 fields and carries out production activities in these field(s).

ARTICLE- 2

TERM

- 2.01 This Agreement shall commence and be effective from _____<Date of Notification of Award> and the term of this Agreement shall be initially for 5 (five) years from such date, unless terminated earlier. The gas price would be as set forth in Schedule B of the Agreement.
 - 2.02 BUYER shall make arrangement for receiving Natural Gas from ONGC’s installation to their factory/premises within _____ (in words) days (not more than 3 months from the date of award (the delivery commencement period as promised in their bid) or date of Seller’s readiness to supply gas, whichever is later, called the Delivery Commencement Date.

ARTICLE 3

EXTENSION OF TERM OF AGREEMENT

- 3.01 The Agreement will be valid till the Term of the Agreement as stipulated in Article 2.01 and will be extended further subject to availability of gas and SELLER’s ability to supply. The Agreement will be reviewed before 06 months of expiry and shall be extended further subject to Gas availability on same terms and conditions.

ARTICLE 4

DELIVERY POINTS AND PRESSURE OF GAS

- 4.01 GAS shall be delivered to the BUYER at a Gas Metering Station located at SELLER's premises at Ex-Kaikalur EPS, Ex-Lingala GGS, Ex-Nandigama EPS, Ex-MWP EPS, Ex-Kavitam EPS, Ex - WPGDA WHI, Ex-NPGDA WHI, Ex. Rangapuram WHI ONGC Installations, Andhra Pradesh. Gas will be transported from the downstream pipe line flange of the pipeline at the outlet of the Gas metering station, hereinafter referred to as the "Delivery Points", by means of Pipeline to be provided and maintained by the BUYER.
- 4.02 The SELLER shall maintain the "Gas Metering Station" constructed by the SELLER.
- 4.03 The BUYER shall make all proper and adequate arrangement for receiving GAS at the outlet of Gas Metering Station at his own risk and cost. Should any defect in the BUYER's intake arrangement arise, the same shall be rectified by the BUYER. The SELLER shall have an option but no obligations to stop supply of GAS as soon as any defect is noticed in the BUYER's intake arrangements. The BUYER shall be liable to pay for Monthly Minimum Guaranteed Off-take of GAS as per provisions of Article 6 hereinafter to the SELLER on account of defect in the BUYER's intake arrangement.
- 4.04 The Gas pipeline laid by the BUYER from the Delivery Points shall be owned and maintained by the BUYER at his own risk and cost, in accordance with the natural gas pipeline safety and statutory regulations in force. The BUYER shall indemnify SELLER against any liabilities, causes, expenses, damages or losses as referred to in Article 23.01 herein.
Provided further that the SELLER shall have no liability whatsoever for any claims/damage/loss arising out of any accident due to bursting/leakage/ any other damage to the BUYER's pipeline for whatever reason.
BUYER is required to follow prevalent Standards applicable for laying of his transportation pipeline from ONGC's installation to BUYER's premises and shall submit a compliance report to SELLER before commencement of Gas supply. Prior to commencement to Gas supply to Buyer, Buyer is required to submit the required statutory clearances.
- 4.05 For effecting delivery of GAS, the SELLER shall maintain at its own risk and cost, the piping control and regulation and Gas metering equipment in the aforesaid Gas Metering Station located at Seller's premises at Ex-Kaikalur EPS, Ex-Lingala GGS, Ex-Nandigama EPS, Ex-MWP EPS, Ex-Kavitam EPS, Ex - WPGDA WHI, Ex-NPGDA WHI, Ex. Rangapuram WHI ONGC Installations, Andhra Pradesh. Prior to commencement of Gas supply to Buyer, the Gas metering equipment is to be jointly calibrated by Seller & Buyer.
- 4.06 Title of "GAS" shall pass from the SELLER to the BUYER at the Delivery Points. The Delivery Points shall be at the downstream flange of the pipeline at the outlet of the Gas Metering station.
- 4.07 The SELLER shall, under the normal circumstances of supply of GAS and normal off-take by the BUYER and other consumers, make endeavour to maintain a gauge pressure as available at the Delivery Points as set forth in Schedule A attached.

ARTICLE - 5

DAILY CONTRACTED QUANTITY (DCQ) & NOMINATIONS

- 5.01 Subject always to availability of Natural Gas and SELLER's ability to supply Gas to the BUYER, the SELLER agrees to sell and deliver the Gas at the aforesaid Delivery Points to the BUYER, on fall back basis, as provided here under and as set forth in Schedule D of the agreement:
- 5.01.1 The gas quantity is to be inserted <Field specific>.
- 5.02 There could be a maximum of 10% variation on either side on an hourly basis from the average hourly rate.
- 5.03 An initial built up period of 60 days would start from the date of actual commencement of gas supply.
- 5.04 During the entire built up period, Buyer shall prepare and provide to Seller a monthly quantity of Gas at Delivery Points based on Buyer's off-take plan on daily basis, prior to the 20th day of each month. Buyer shall provide Seller with a detailed schedule of Buyer's such daily nominations for deliveries of Seller's Gas in the immediate following month ("Daily Contract Quantity"). Such DCQ shall not be more than the quantity specified under article 5.01. In case Buyer fails to provide Nominations to Seller by 20th day of any month, then DCQ as specified under Article 5.01 would be considered as Buyer's Nomination for the immediate following month.
- 5.05 During the first 30 days from actual commencement of gas off-take by the Buyer, there shall be no Minimum Take or Pay Obligations as per Article 6.
- 5.06 Subsequently, from 31st day to 60th day, the Minimum Take or Pay Obligations as per Article 6 shall be applicable based on the DCQ provided by the Buyer to the Seller.
- 5.07 One month (30 days) prior to the completion of built up period, Seller shall prepare and provide to Buyer a firm monthly quantity of Seller's Gas at Delivery Points based on Seller's Production plan for the ensuing month. Subsequently, 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 Contract Quantity") based on 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 6 herein and such nominations shall be binding on the Buyer. The total quantity of Seller's Gas nominated by Seller in the 12 Monthly Contract Quantities in any Financial Year shall be the 'Annual Contract Quantity'

ARTICLE - 6

MINIMUM TAKE OR PAY OBLIGATIONS

- 6.01 After commencement of actual gas off-take and after initial build-up period of 30 days, BUYER shall pay to the SELLER the higher of the following:
- a. Price for the actual quantity of Gas off-taken by BUYER or
 - b. An amount equal to 80% of the monthly quantity on the basis of the DCQ , i.e., the Monthly Minimum Guaranteed Off-take(MMGO) charges.(under provisions of Article 5)

Provided, however, that in case Gas available with SELLER is less than MMGO, then BUYER shall pay only for the actual supply.

- 6.02 The Monthly Minimum Guaranteed Off-take (MMGO) charges would be adjusted on Financial Year basis and it would be 80% of the 'Adjusted Annual Contract Quantity' (AACQ). Adjustment of Annual short lifted quantity (80% of AACQ less Actual supplies during the Financial Year), if any, shall be made based on weighted average price for that Financial Year.
- 6.03 In determining the Adjusted Annual Contract Quantity (AACQ) for any Financial Year, the following deductions shall be made from, the Annual Contract Quantity for such Financial Year:
- (i) Any quantity of Sellers Shortfall Gas (If in any 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 "Sellers Shortfall Gas").
 - (ii) Quantity not accepted due to Force Majeure;
 - (iii) Quantity not taken due to Scheduled Outage pursuant to Article 8;
 - (iv) Quantity of gas supplied during initial build-up period of 30 days (Article 5).
- 6.04 The Gas supplies under this Agreement shall be from the source/field indicated. The SELLER shall endeavour to supply Gas from such source uninterruptedly subject to availability. However, due to reasons primarily attributable to the geological reservoir uncertainties & complexities, other complications in the Gas wells or any reasons whatsoever, if Gas supply cannot be provided, the SELLER shall not be responsible nor it shall be an issue for arbitration or a matter of dispute in Court of Law. BUYER agrees and accepts that ONGC's statements regarding availability of Gas shall be final and binding on BUYER. The BUYER shall make all necessary provisions for creation and maintaining dual fuel capabilities in order to meet BUYER's fuel requirement by an alternative fuel/substitute to Gas, as and when Gas supplies are interrupted or discontinued for the reasons mentioned herein.
- 6.05 Further, the provisions relating to payment of Monthly Minimum Guaranteed Off take (MMGO) charges by the BUYER contained in Article 6.01 & 6.02 shall not apply during the Force Majeure period as stipulated in Article 11 hereof.
- 6.06 In case of delay by the BUYER for commencement of gas off-take, the BUYER shall pay to the SELLER the cost of Gas for the delayed period from the Delivery Commencement Date on weekly basis either through irrevocable Letter of Credit (L/C) or through Unconditional Irrevocable Bank Guarantees (BGs) {two separate BGs each covering 1 (one) week of cost of Gas as quantity mentioned under Article 5.01 from the Nationalized/Scheduled banks only termed as 'Security Deposit (s)' hereunder.
- 6.07 The 'Security Deposit(s)' as mentioned under Article 6.06 above should be valid for at least one year from the date of NIO. The 'Security Deposit (s)' shall be regulated to the actual allocation level (in case of allocation lesser than that required by the Buyer) at the price as set forth in Schedule B of this agreement considering the RBI reference rate of the previous month of award of allocation. The Security Deposit shall be liable for invocation/encashment on a weekly basis in the event of delay in utilization of Gas as per the Gas usage promised by the Buyer in the bid document

beyond the time of utilization promised (beyond the Delivery Commencement Date) in the bid by the Buyer as mentioned in Article 6.06 above. After retaining the pro-rata amount for the actual number of days delayed from the 'Security Deposit (s)' amount invoked/encashed for the last week of delay, the balance amount, if any, shall be refunded to the Buyer on actual commencement of the Gas supply and submission of the Letter of Credit (L/C) in terms of Article 13.13 (Billing & Payment).

- 6.08 In case of delay in gas off-take by the Buyer beyond 2 (two) weeks from Delivery Commencement Date, the allocation can be retained by the Buyer provided 'Security Deposit(s)' for a further period of 4 (four) weeks is provided by the Buyer on the same terms and conditions. In case it is not provided within 7 (seven) days from the expiry of the first 2 (two) weeks period, the Gas allocation made to the Buyer shall stand cancelled.
- 6.09 In case of delay by Buyer beyond first 6 (six) weeks (42 days) period, Seller may terminate the agreement without further notice.
- 6.10 In case there is any difficulty in invoking/encashing the 'Bank Guarantee/ LC' towards 'Security Deposit (SD)' as envisaged in Article above, opportunity would be given to the Buyer to provide the equivalent amount due through a bank draft within 5 (five) working days, failing which the allocation will be liable to be cancelled forthwith without any further notice and that Gas can be allotted to the next bidder in the queue from the previous bid or a new bid would be undertaken if no prior bids are available.
- 6.11 The Security Deposit, equivalent to two weeks cost of Gas would be calculated on Gas quantity provided in Article 5.01 and multiplied by the price as set forth in Schedule B of this agreement plus applicable taxes thereon.
- 6.12 The 'Security Deposit (s)' would be provided in Indian Rupee. For calculating the amount of two weeks Gas cost, following methodology for conversion is to be considered:
 - a. MMBTU to 1000 SCM conversion factor: 39.68254 for GCV of 10000 Kcal/SCM.
 - b. For the USD to INR conversion, the average RBI Reference Rate available on FBIL website for previous month prior to the month of publishing of bid is to be considered. The RBI reference exchange rate of the month would be calculated by taking the average of the RBI reference exchange rates for all the days of the month for which the rates are available on the FBIL website. The average RBI exchange rate so calculated shall be rounded off to two decimal places. The rates can be downloaded from FBIL website: <http://fbil.org.in>.
- 6.13 Seller shall not be liable to pay any bank charges, commission or interest on the amount of 'Security Deposit (s)'.
- 6.14 The above 'Security Deposit (s)' shall remain at the entire disposal of Seller as a security for the satisfactory completion of the obligations by the Buyer in accordance with the conditions of the Gas Supply Agreement.

ARTICLE 7
QUALITY OF GAS

- 7.01 The quality of the Seller's Gas delivered hereunder shall be the quality of such Seller's Gas as usually made available by Seller and PEC Contractor at the Delivery Points on as is where is basis. Seller and PEC Contractor will endeavour to ensure the quality Specifications for the Seller's Gas at the Delivery Points as set forth in Schedule C (the "Specifications").
- 7.02 All Seller's Gas delivered and accepted by Buyer under this Agreement, constitutes the whole of the Seller's obligations with respect to the description, quality and fitness for purpose of the Seller's Gas to be delivered and (save to the extent that exclusion thereof is not permitted or is ineffective by operation of Laws, Regulations and Orders) all statutory or other conditions warranties, express or implied, with respect to the description or satisfactory quality of the Seller's Gas or its fitness for any particular purpose or otherwise are hereby excluded.
- 7.03 The quality of Seller's Gas at the Delivery Points shall be verified jointly as set forth in Schedule A.

ARTICLE 8
SHUT DOWN AND STOPPAGE OF SUPPLY

- 8.01 After commencement of actual Gas off-take, BUYER and SELLER may shutdown its facilities for maintenance for maximum 3 times (scheduled outages) in a Financial Year. The total shutdown period will not be more than 20 days in aggregate per Financial Year (on pro-rata basis) for both Buyer and Seller with written information to the other Party.
- 8.02 BUYER and SELLER agree to make best endeavour to synchronize the Scheduled Outages in overall interest of both the parties.
- 8.03 The party availing Scheduled Outages shall give at least 7 (seven) days' advance notice in writing to the other party of the beginning date and the duration of the Scheduled Outage. During such shutdown the provision of Article 6.01 shall not be applied.
- 8.04 The BUYER shall inform the SELLER immediately about any accident and/or defects in pipeline, installation of the BUYER, calling for the complete or partial stoppage of supply of GAS. Provided that in all such cases, the BUYER shall undertake immediate steps to rectify the defects for commencing normal intake of GAS. Provided that in all such cases, the provisions relating to payment of Monthly Minimum Guaranteed Off take by the BUYER contained in Article 6.01 shall apply.
- 8.05 The SELLER shall, likewise, inform the BUYER immediately about any accident and/or defects in installations and/or pipelines of the SELLER calling for the complete or partial stoppage of supply of Gas. Provided that in all such cases, the SELLER shall undertake immediate steps to rectify the defects for commencing normal supply of GAS. Provided that in all such cases, the provisions relating to Monthly Minimum Guaranteed Off-take by the BUYER contained in Article 6.01 shall not be applicable for the duration of stoppage of supply of GAS by SELLER during this period.

ARTICLE 9

MEASUREMENT AND CALIBRATION

- 9.01 The measurement of the quantity of the Seller's Gas and the testing of the quality shall be carried out at the Delivery Points in accordance with prevailing standard practice followed at the Delivery Points and the corresponding standards listed in Appendix A at the time of delivery. Seller may install new systems as required under AGA for improvement in measurements and testing practices at the Delivery Points. Both Parties shall be present for all measurements and all ticketing of deliveries shall be completed on a joint basis.
- 9.02 Gross Calorific Value (GCV) shall be measured as per industry practice and frequency shall be at least for each billing period or as agreed otherwise.
- 9.03 The certificates of quantity and quality (or such other equivalent documents as may be issued at the Delivery Points) of the Seller's Gas shall, except in cases of manifest error or fraud, be conclusive and binding on both Parties for Seller invoicing purposes and Buyer shall be obliged to pay the invoiced amount.
- 9.04 The Parties agree to joint calibration of the measurement and testing devices at Delivery Points in the frequency set forth on Schedule A.
- 9.05 Deleted
- 9.06 If upon conducting a test of any measurement:
- (a) any measuring equipment is found to have a margin of error (as per recommendations of AGA), then the prior recorded measurements/results of such equipment shall be deemed correct for computing the Seller's Gas deliveries, but the equipment shall be promptly adjusted to operate and record and/or test correctly.
 - (b) any measuring system in the aggregate is found to have a margin of error which exceeds the value as per recommendations of AGA, then, for the period for which such device has been known or is mutually agreed to have been so inaccurately functioning, the recorded measurements/results of such equipment shall be corrected to zero (0) margin of error for such period. If, however, the period of such inaccurate functioning of the device is not known or is not mutually agreed upon, then, at least for the period equivalent to half the time elapsed since such device was last found to have a margin of error of less than the value as per AGA recommendations, the devices recorded measurements/ results shall be adjusted to a zero (0) margin of error.
- 9.07 Any claim as to shortage in quantity and/or defect in quality of the Seller's Gas shall be made by written notice to Seller immediately after such apparent shortage and/or defect is/are discovered at the Delivery Points, provided that such shortage and/or defect are greater than the value as per AGA recommendations, Such initial written notice shall be followed by a formal written claim within 15 days to Seller with all details necessary to evaluate the claim.

- 9.08 Either Party may challenge the calibration of a measurement device by advancing to the owner of such measurement device double the cost of retaining an Expert to test the calibration. If the recalibration test results confirm the measurement equipment is outside of acceptable parameters, the advance shall be returned by the owner and the owner shall pay the costs of the recalibration. If the recalibration test results confirm the measurement equipment is properly functioning, the owner shall be entitled to pay the costs of the recalibration from the advance and retain the balance of the advance.
- 9.09 In case any dispute between Seller and Buyer in relation to the quality or quantity of the Seller's Gas delivered hereunder cannot be resolved amicably through mutual consultation it shall be referred to an 'Outside Expert Committee' as per the provisions of Article 16 (Dispute Resolution).
- 9.10 The Parties agree to validation of the measurement and testing devices at Delivery Points every 2/3 Years by an accredited inspector in accordance with normal practices.
- 9.11 If any measurement device is out of service or is registering inaccurately, the quantity of the Seller's Gas purchased and sold under this Agreement shall be estimated by mutual agreement:
- a. by correcting the error, if the proportion of the error is ascertainable by calibration or test, or analytically in accordance with acceptable international gas industry practice; or in the absence thereof;
 - b. by using the readings of a check meter in the case of measurement, if installed and accurately registering; or in the absence thereof;
 - c. by estimating the quantity of the Seller's Gas delivered by comparison with past deliveries during a period of similar conditions when the device was registering accurately;
 - d. by using an alternate acceptable form of measurement and/or testing.

ARTICLE 10

SAMPLING OF GAS

- 10.01 Sampling of GAS will be done according to MPMS (Manual of Petroleum Measurements Standards) 14 of API (August'93) titled "Collecting and handling of Natural Gas Sample for custody transfer" as contained in Manual of Petroleum Measurements Standards and such modifications thereof as may be made in future reports published by this authority or any other procedure as may be mutually acceptable to the SELLER and the BUYER for collection of the representative sample.
- 10.02 The representative sample of GAS shall be collected from the pipeline near the gas Delivery Points at least once for each billing period. SELLER will be intimated for sampling. The sample will be analyzed in SELLER's laboratory.
- 10.03 The certificate of quality (or such other equivalent documents) of the SELLER's Gas shall, except in cases of manifest error or fraud, be conclusive and binding on both

the Parties for SELLER invoicing purposes and BUYER shall be obliged to pay the invoiced amount.

10.04 The quality of the Seller's Gas delivered shall be as indicated in Schedule C.

ARTICLE 11

FORCE MAJEURE, ETC.

11.01 Neither Seller nor Buyer shall be responsible for any failure or delay in fulfilling any terms of this Agreement, as a result of Force Majeure, except in relation to obligations of BUYER to make payments under the Agreement. The term "Force Majeure" shall mean unavoidable causes reasonably beyond the control and without the fault or negligence of either party including but not restricted to acts of God or sabotage, fires, floods, cyclones, typhoons, earthquakes, wars (declared or undeclared), hostilities, invasion, blockades, riots, epidemics, quarantine restrictions, nationwide strikes, freight embargos, civil commotion or any order of Government, local authority having jurisdiction or anybody or person purporting to be or to act for such authority directly affecting the performance of this Agreement. In case of Force Majeure, the Parties agree to provide forty-eight [48] hours' notice to be served by the affected Party.

11.02 If, by reason of any cause reasonably beyond the control of the SELLER, there is a curtailment of or interference with the availability of SELLER's Gas from the Producing Areas which:

(a) delays or hinders the SELLER in, or prevents the SELLER from, supplying the contracted quantity of the SELLER's Gas deliverable hereunder; or

(b) results in insufficient SELLER's Gas being available to the SELLER on a regular and reliable basis to enable it to supply itself with its requirements;

then, for so long as that situation continues, the SELLER shall be entitled to withhold, reduce or suspend delivery hereunder to such extent as the SELLER may deem appropriate keeping the situation in mind and the SELLER shall not be bound to acquire by purchase or otherwise additional quantities of Gas from any source.

11.03 For the purposes of this Article, and without limitation to the generality of Article 11.02, a cause shall be treated as being reasonably beyond the control of the SELLER if it arises or results from:

(a) any requirement by any Government or Government agency for SELLER's Gas deliverable hereunder to be delivered by way of royalty in kind or otherwise;

(b) any reduction in availability of SELLER's Gas deliverable hereunder, including adverse reservoir behaviour in the Producing Areas, which in the SELLER's opinion as a prudent operator was not reasonably foreseeable;

11.04 In the event of Force Majeure, the Party asserting the claim of Force Majeure shall provide notice promptly and in no case later than forty-eight [48] hours after the occurrence of event of Force Majeure, notifying the other Party with respect to the ongoing Force Majeure event, giving full particulars of the Force Majeure, the estimated duration thereof, the obligations affected and the reasons of its suspension and its ability to recommence performance of its obligations under the Agreement as soon as possible.

- 11.05 The Party asserting the claim of Force Majeure shall have the burden of proving the circumstances constitute valid grounds of Force Majeure under this Article and that such Party has taken all precautions/measures and exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure.
- 11.06 In the event of Force Majeure, the Parties agree to use best efforts to remedy the event of and mitigate the effect of Force Majeure.
- 11.07 Notwithstanding anything contained in Article 2 (Term), in the event Force Majeure condition continues and remains un-remedied for period of [90] days from the date of beginning, either party shall have sole discretion to terminate the AGREEMENT without any liability on his part, on this account.
- 11.08 BUYER will make payment to the SELLER for actual quantity of GAS supplied prior to commencement of FORCE MAJEURE and during the period of FORCE MAJEURE.

ARTICLE 12

PRICE OF NATURAL GAS

- 12.01 The price of Gas shall be as set forth in Schedule B of the Agreement.
- 12.02 BUYER being in doubt, whether a particular tax or duty or any change is effective or imposed, as the case may be, the BUYER shall take up the matter directly with the Central or State Govt. or local authority or any such other body or bodies concerned without withholding the payments thereto due under this Agreement to SELLER and shall inform the SELLER regarding the decision of such authorities.

ARTICLE 13

BILLING AND PAYMENT

- 13.01 SELLER shall raise an invoice on BUYER in Indian Rupees, on fortnightly basis for the Gas delivered in SCM/ MMBTU during the period. Invoice shall contain details of quantities delivered for the applicable billing period, heating value to derive details of gas sold, applicable price of the gas, the product of the quantity of SELLER's gas for that Billing Period and the applicable price of gas (the "Amount Due") and details of short- lifted quantity, and amount towards short lifted quantity, etc.

The billing period means a period of consecutive days beginning at 06.00 hrs. from a day and ending at 06.00 hrs. on the first day of the immediately following Billing period as under:-

- (i.) "First Billing Period" means the 1st to 15th day of the Month;
- (ii.) "Second Billing Period" means the 16th to last day of the month;

The invoice or Supplementary Invoice shall be sent by facsimile or e-mail to the designated officer as set forth in Schedule A of this Agreement or to such other number or e-mail address as Buyer may from time to time designate by notice to Seller.

- 13.02 BUYER shall pay the price including duties and taxes to SELLER for all SELLER's Gas delivered during any Billing Period (the amount due on the Invoice for that Billing Period) and any amount due and reflected on the Supplementary Invoice for that Billing Period, by the following Due Dates:

Billing Period of Deliveries
and Supplementary Invoice

Due Date

First Billing Period

22nd of the current Month

Second Billing Period

07th of the succeeding Month

MMGO shall be billed on monthly basis taking into account DCQ and it will be a part of the invoice for the second Billing Period for the month. Invoice of Annual shortlifted quantity, if any, shall be raised at the end of Financial year.

In addition to the payment dates above, the BUYER shall pay MMGO to the SELLER on a monthly basis in case the off-take during the month qualifies for such payment as per Article 6.01 before 7th of the succeeding month.

- 13.03 The Seller shall calculate the Price of gas delivered at the Delivery Point in accordance with Article 12.01 based on the gross calorific value of Seller's Gas delivered during the Billing Period where appropriate real time measurement facilities are in place and functioning. In case of non-functioning of measurement facilities, the Seller shall calculate the Price based on the average gross calorific value of Seller's Gas in pervious Billing Period where the calorific value has been verified. Price shall be subsequently adjusted to reflect actual calorific value of Seller's Gas once actual calorific value is determined.
- 13.04 Interest on overdue payments shall accrue as of and including the Due Date for payment and ending on but excluding the date of payment. Delay in payment will attract interest @ State Bank of India (SBI) Base Rate plus 6% per annum compounded quarterly for each day payments are overdue until paid.
- 13.05 BUYER shall arrange remittance of the Amount Due and other amounts due on the Supplementary Invoices on or before the Due Date specified herein in immediately available funds via electronic transfer or telegraphic transfer to the bank(s) and account(s) designated from time to time by SELLER by notice to BUYER. BUYER shall provide (by facsimile transmission or by e-mail to a designated officer of SELLER) at the time of any such payment, details of BUYER's payment at the time of any such payment. The cost, if any, of such electronic transfers or telegraphic transfer shall be borne by the BUYER.
- 13.06 On the Due Date if BUYER's banks are closed but SELLER's banks are open, BUYER will arrange remittance before the Due Date.
- 13.07 If both BUYER's banks and SELLER's banks are closed on the Due Date the payment will be made on the succeeding day to the aforesaid Due Date.
- 13.08 If BUYER's banks and SELLER's banks are closed for two consecutive days or more, the payment would be made on the day preceding to the first holiday.
- 13.09 In case of unscheduled closure of both BUYER and SELLER's banks on the Due Date, the payment will be made on the following working day.
- 13.10 In case of non-receipt of payment within Due Date as per Sub-Article 13.02, Seller shall recover the same from the Letter of Credit (L/C) provided to Seller as per provision of Article 13.13.
- 13.11 In the event of dispute regarding billing and payment, BUYER agrees that all payments due hereunder shall be paid in full, without any set off or deduction, and shall be subsequently adjusted if so agreed by the Parties or, failing agreement within [60] days, matter shall be resolved in accordance with Article 16.

13.12 **Security of payment against Gas supply:** At the time of signing of Gas Supply Agreement, the BUYER shall submit irrevocable, revolving and without recourse Letter of Credit (hereinafter referred to as L/C) for ₹_____ from any Nationalized/Scheduled Commercial Bank at _____ (name of Place) in favour of the SELLER as per Format provided in Schedule E or submit a Cash Deposit along with an undertaking in the format provided in Schedule F. This L/C or Cash Deposit is the value equivalent of Forty Five (45) days of Gas supply calculated on DCQ (as specified in Article 5.01) and multiplied by price of the Gas as specified in Schedule B of the Agreement for Gas considering the gross calorific value (GCV) of gas to be supplied by the Seller (all applicable taxes and duties etc. shall be added to the applicable price of gas). The L/C should be valid for one year period. Gas supply to the consumer shall not commence unless L/C or Cash Deposit towards payment security is furnished.

If the L/C or cash deposit is en-cashed for three or more times in a Financial Year due to any reason attributable to the Buyer, then the Buyer shall maintain a L/C or cash deposit of 125% value of the original L/C amount to provide higher payment security.

13.13 During the term of the Agreement, the L/C amount shall be based on rolling average of the conversion rate of US\$ vis-à-vis INR for the preceding 3 (three) months and based on average gas off-take quantity for the preceding 3 (three) months. L/C amount shall have to be revised if the amount so calculated varies by more than 10% on either side. First such revision shall be due at the start of the fourth month from the commencement of the Agreement.

13.14 The BUYER shall ensure the validity of the L/C by getting extension duly issued by his Banker at least one month before the expiry of the existing L/C. Further, Buyer shall ensure that during the last year of Contract, validity of the LC submitted is at least till three months beyond the Term of Contract. In case of failure to extend the validity of L/C by the BUYER, SELLER shall have right to invoke the L/C for encashment and keep the amount as deposit till the L/C is renewed. Further, SELLER shall have the right to stop the supplies for not keeping the L/C valid without any prejudice to the rights of SELLER to recover for monthly minimum guaranteed off take (MMGO) as per Article 6.01 of the Agreement.

13.15 The bank charges, commissions, etc. required to maintain the valid L/C as per above provisions shall be borne by the Buyer.

ARTICLE 14

CHANGE IN LAW, RULES AND REGULATIONS

Parties agree that if during the currency of this Agreement, there is any change, either by way of introduction of any new or amendment in the existing Laws, Rules, Regulations, Orders, directives, policies of the Government of India, the same shall be binding on both the parties and such change shall not be a ground for amending or avoiding the Agreement.

ARTICLE 15

TRANSFER OF RIGHTS

- 15.01 Neither Party shall assign any of its rights or transfer or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. In the event of an assignment in accordance with the terms of this Article, the assignor shall nevertheless remain responsible for the proper performance of the Agreement. Any assignment not made in accordance with the terms of this Article shall be void.
- 15.02 Subject to Article 15.03, a Party may assign its rights and transfer its obligations under this Agreement to its Affiliate with the prior consent of the other Party, which shall not be unreasonably withheld. Provided that:
- 15.02.01 an entity shall qualify as an “Affiliate” of the Party if it, directly or indirectly, controls, is controlled by or is under common control of such Party; the term “control” meaning ownership of more than fifty percent (50%) of the equity share capital or voting rights of such Party;
 - 15.02.02 such affiliate has the ability to perform all obligations of the Party under the Agreement; and
 - 15.02.03 such affiliate expressly assumes such obligations;
- 15.03 If the BUYER intends to transfer or assign its rights and obligations under this Agreement, except the BUYER’s obligation to pay the amounts due to ONGC under this Agreement, to an Affiliate, BUYER shall obtain prior permission of the SELLER for such transfer or assignment.
- 15.04 Acceptance of request for transfer/assignment shall be subject to approval of Government Rules/Regulations and guidelines.

ARTICLE 16

DISPUTE RESOLUTION

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 as provided hereunder:

16.1 For Public Sector Undertaking:

- 16.1.1. Parties hereby agree that any controversy, difference, disagreement or claim for damages, compensation or claims arising out of or in connection with any of the terms and conditions of this Agreement or concerning the interpretation or performance thereof or otherwise (hereinafter in this Article referred to as a "dispute") arising between the Parties, which cannot be settled amicably within [90] days after the dispute arises, may be submitted to conciliation or an arbitral tribunal for decision as hereinafter provided

- 16.1.2. In the event of dispute between the parties, except for the matters, if any, referred to a Conciliator, whose recommendations are accepted, shall be settled in accordance with guidelines issued on the subject by Government from time to time and as set forth below.

In the event of any disputes or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central public sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments and Organizations (excluding disputes concerning Railways, Income Tax , Customs and Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22-05-2018.

- 16.1.3. Notwithstanding anything contained above, before any matter is referred for arbitration such matter shall be referred by either Party:

1. to the Chairman/appointed representatives of the Chairman of the Parties for resolution. Such senior representatives shall undertake to resolve such dispute in good faith within [30] days from the date of such reference.

16.2 For others: As stipulated under:

- 16.2.1 Resolution of disputes through conciliation by Outside Expert Committee (OEC)
: (Not applicable in cases valuing less than Rs 10 lakhs):

Parties hereby agree as under:

If any difference or dispute (hereinafter referred as “Dispute”) under the Contract arises, the party shall give a 60 days written notice (“Dispute Notice”) to the identified officer of the other party mentioned in the Contract giving details of the Dispute. The Parties shall use all reasonable endeavors to resolve the Dispute mutually and amicably. All efforts by either party within these 60 days Dispute Notice Period shall be kept confidential by both the parties under Section 75 of the Arbitration and Conciliation Act, 1996. Parties shall not rely upon any views expressed or suggestions made by the other party, admissions made by the other party or the fact that the other party had indicated his willingness to enter into a settlement as evidence in any Forum / arbitration / court proceeding.

If Parties are unable to resolve the Dispute amicably within 60 days of receipt of the Dispute Notice, then after expiry of the 60 days’ Dispute notice period, the aggrieved Party can refer the Dispute to conciliation and / or arbitration subject to terms and conditions contained herein below:

1. Parties further agree that following matters shall not be referred to conciliation or arbitration:
 - i. Any claim, difference or dispute relating to, connected with or arising out of ONGC’s decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor/Buyer and/or with any other person involved or connected or dealing with bid / contract / bidder / Contractor/Buyer.

- ii. Any claim, difference or dispute relating to, connected with or arising out of ONGC's decision under the provisions of Integrity Pact executed between ONGC and the Bidder / Contractor/Buyer.

2. Conciliation: (Not applicable in cases valuing less than Rs 10 lakhs)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee ("OEC") to be constituted by CMD, ONGC as provided hereunder:

16.2.1.1 Proposal for OEC

16.2.1.1.1 Conciliation through OEC will be resorted in cases involving disputed amount up to Rs. 250 crores only. The disputed amount will be calculated by considering the amount of claim and counter-claim of the parties.

16.2.1.1.2 Claimant shall give notice for conciliation. In cases where the Contractor/Buyer is claimant then the notice shall be given to the concerned ONGC office as per the contract, clearly bringing out the points of dispute and the amount claimed with documents in support of the claim and the party concerned shall not raise any new issue thereafter.

16.2.1.2. Constitution of OEC

16.2.1.2.1. CMD, ONGC will have the sole discretion to constitute OEC. OEC will be formed from the panel of experts maintained by ONGC and will normally comprise of three members, one member from each category i.e. Technical; Finance/Commercial; and Legal. However, there will be a single member OEC for disputes involving a claim and counter claim (if any) upto Rs 1 crore, CMD will have authority to reconstitute an OEC to fill any vacancy or if any OEC member is not available to attend the OEC Meetings.

16.2.1.2.2. Upon constitution of the OEC, Chief Legal Services, ONGC will issue the appointment letters to OEC members and the parties concerned.

16.2.1.2.3. The OEC members shall give a declaration of independence and impartiality (in proper format) to both the parties before the commencement of the OEC proceedings.

16.2.1.3. Proceedings before OEC

16.2.1.3.1. The claimant shall submit its statement of claims to OEC members, and to the parties prescribed in the appointment letter

within 30 days of the issue of the appointment letter (in proper format).

16.2.1.3.2. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims.

16.2.1.3.3. Parties may file their rejoinder/additional documents if any in support of their claim/counter claim within next 15 days. No documents shall be allowed thereafter, except with the permission of OEC.

16.2.1.3.4. OEC will commence its meetings only after completion of the pleadings.

16.2.1.3.5. In case of 3 members OEC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary video conferencing may be arranged. However, OEC Recommendations will be signed by all Members. Further, efforts must be made for unanimous recommendations.

16.2.1.3.6. The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of ONGC who have handled the matter in any capacity are not allowed to attend and present the case before OEC on behalf of Contractor/Buyer. However, ex-employees of parties may represent their respective organizations.

16.2.1.3.7. Solicitation or any attempt to bring influence of any kind on either OEC Members or ONGC is completely prohibited in conciliation proceedings and ONGC reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor/Buyer or its representatives.

16.2.1.3.8. Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

16.2.1.3.9. OEC will give full opportunity of hearing to the parties before giving its recommendations.

16.2.1.3.10. OEC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. OEC will give its recommendations to both the parties recommending possible terms of settlement CMD, ONGC may extend the time/number of meetings, in exceptional cases, if OEC requests for the same with sufficient reasons.

16.2.1.3.11. OEC members will be paid fees and provided facilities (as detailed under clause 16.2.1.5) hereinafter, subject to revision by

ONGC from time to time and subject to Government guidelines on austerity measures, if any.

16.2.1.3.12. Depending upon the location of the OEC members and the parties, the venue of the OEC meeting shall be either Delhi or Mumbai whichever is most economical from the point of view of travel and stay etc.

16.2.1.3.13. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations and 30 days thereafter in any further proceeding.

16.2.1.3.14. Legally, parties are under no obligation to refer a dispute to conciliation or continue with conciliation proceedings. Parties are free to terminate the conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act, 1996.

16.2.1.4. Actions after OEC Recommendations

16.2.1.4.1. The recommendations of OEC are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the OEC recommendation with any modification they may deem fit.

16.2.1.4.2. The Contractor/Buyer shall give its response to ONGC within 7 days receiving OEC Recommendation.

16.2.1.4.3. If the Recommendations are acceptable to the Contractor/Buyer partly or fully, ONGC will consider and take a decision on OEC recommendations. Key Executive shall communicate the decision of ONGC to the Contractor/Buyer, if decision of ONGC is acceptable to the Contractor/Buyer, a settlement agreement under Section 73 of Arbitration and Conciliation Act, 1996 will be signed within 15 days of Contractor/Buyer's acceptance and same shall be authenticated by all OEC Members.

16.2.1.4.4. The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of OEC proceedings. However, it does not mean that any action beyond the timelines will be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.

16.2.1.4.5. The parties shall keep confidential all matters relating to the conciliation proceedings including minutes of OEC meetings and Recommendations of OEC. Parties shall not rely upon them as evidence in any Forum / arbitration / Court proceeding, whether or

not such proceedings relate to the dispute that is the subject of the conciliation proceedings,

- a. views expressed or suggestions made by the other party in respect of a possible settlement of the dispute
- b. admissions made by the other party in the course of arbitration proceeding;
- c. proposals made by the OEC;
- d. the fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.

16.2.1.4.6. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. This stipulation will not apply to disclosure made by ONGC to Govt. of India or its authorities, if required.

16.2.1.4.7. Subject to terms and conditions contained in the above paras, the provisions of the Part III of Arbitration and Conciliation Act, 1996 shall be applicable to the conciliation proceedings and the parties and the OEC members shall be bound by the same.

16.2.1.5. Fees and facility to the OEC Members

OEC members shall be entitled to the following fees and facilities (All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings):

Sl. No.	Fees/Facility	Entitlement	To be paid by
i.	Fees	Rs. 20,000 per meeting subject to maximum of Rs. 2,00,000 for the whole case. In addition, one OEC member chosen by OEC shall be paid an additional amount of Rs. 10,000 towards secretarial expenses in writing minutes/ OEC Recommendations.	Contractor/Buyer
ii.	Fee for attending meeting to authenticate the settlement agreement	Rs. 10,000	Contractor/Buyer
iii.	Transportation in the city of	Car as per entitlement of Rs. 2,000 per day.	Contractor/Buyer

	meeting		
iv.	Venue for meeting	ONGC conference rooms/Hotels	ONGC
Facilities to be provided to the out-stationed member			
v.	Travel from city of residence to the city of meeting	Business class air tickets/ first class train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt. of India.	Contractor/Buyer
vi.	Transport to and fro airport/railway station in the city of residence	Car as per entitlement of Rs. 3,000 per day.	Contractor/Buyer
vii.	Stay for out-stationed members	5 Star hotels	ONGC
viii.	Transport in the city of meeting	Car as per entitlement of Rs. 2,000 per day.	Contractor/Buyer

16.2.2. Resolution of disputes through ARBITRATION:

(Applicable in cases of Supply Orders/Contracts with firms, other than Public Sector Enterprises) (Not applicable in cases valuing less than Rs. 5 lakhs)

16.2.2.1 There shall be no arbitration for disputes involving claims upto Rupees 25 lakhs and more than Rupees 100 crore. Disputes involving claims above Rs. 100 crores shall be adjudicated under the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015.

16.2.2.2 Arbitration can be invoked by giving Invocation Notice only after expiry of 60 days' period as per Dispute Notice stipulated in para above.

16.2.2.3 The party wishing to refer a Dispute to Arbitration shall give notice to the other party specifying all the points of Disputes with details of the amount or claim to be referred to arbitration ("Invocation Notice"). If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee also. The closing market rate in an exchange declared by SBI on the date prior to the date of notice should be adopted for conversion of foreign currency in Indian Rupees.

16.2.2.4 For a dispute involving claims above Rs. 25 lacs and upto Rs. 5 crores, in case other party is Claimant, ONGC will forward a list containing names of five jurist to the other party for selecting one from the list who will be appointed as sole arbitrator by ONGC. In case ONGC itself is the claimant, it shall appoint the Sole Arbitrator by invoking the Arbitration clause and inform the Contractor/Buyer. Such dispute shall be resolved by fast track procedure specified in Section 29B of the Arbitration and Conciliation Act, 1996.

16.2.2.5 For a dispute involving claims above Rs. 5 crores and upto Rs. 100 crores, the claimant shall appoint an Arbitrator and communicate to the other party in the Invocation Notice itself along with copy of disclosure made by nominated Arbitrator in the form specified in the Sixth Schedule of the Arbitration and Conciliation Act, 1996. For the purpose of Section 21, the Arbitration proceedings shall commence only upon date of receipt of Invocation Notice complete in all respects mentioned above.

The other party shall then appoint the second Arbitrator within fifteen days from the receipt of written notice. The two Arbitrators appointed by the parties shall appoint the third Arbitrator, within 30 days, who shall be the Presiding Arbitrator.

The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.

16.2.2.6 For the purpose of appointment of Arbitrator(s), claims amount shall be computed excluding claim for interest, if any.

16.2.2.7 Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest, i.e., date of cause of action till date of Award by Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

16.2.2.8 The fees payable to each Arbitrator shall be as per rules framed by the High Court in whose territorial jurisdiction as per contract and seat of arbitration is situated. In case no rules have been framed, the fees prescribed may be as per Fourth Schedule of Arbitration and Conciliation Act, 1996. However, Arbitrator may fix their fees keeping the aforesaid schedule as guiding factor.

16.2.2.9 If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- a. 20% of the fees if the claimant has not submitted statement of claim.
- b. 40% of the fees if the pleadings are complete.
- c. 60% of the fees if the hearing has commenced.
- d. 80% of the fees if the hearing is concluded but the award is yet to be passed.

16.2.2.10 Each party shall be responsible to make arrangements for the travel and stay etc of the arbitrators appointed by it. Claimant shall also be responsible for making travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of Sole Arbitrator, ONGC shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

- 16.2.2.11 The seat of Arbitration shall be the place from where LOA/NOA has been issued. For the sake of convenience, Parties may agree to hold the proceedings at any other venue. The arbitration shall be conducted in the English language. Insofar as practicable, the parties shall continue to implement the terms of the Contract notwithstanding the initiation of Arbitration proceedings.
- 16.2.2.12 Parties agree that neither party may amend or supplement its claim during the course of arbitral proceedings.
- 16.2.2.13 The parties may, after invocation of dispute, agree for sharing the cost of Arbitration equally on 50:50 basis.
- 16.2.2.18. Subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the arbitration proceedings under this Contract.

ARTICLE 17

TAXES AND DUTIES

- 17.01 All applicable taxes and duties including VAT, Sale Tax, CST, octroi, entry taxes, GST, service tax and excise payable in respect of any Seller's Gas delivered/ Minimum Guaranteed Offtake hereunder will be to the Buyer's account and the Buyer agrees to reimburse the Seller for such taxes and duties along with price of the Gas.
- 17.02 The amount of any taxes, duties, imposts, fees, charges and dues of every description imposed or levied by any governmental, local or port authority on the Seller's Gas supplied hereunder, or on its export, delivery, transportation, ownership, sale or use, in respect of any stage after title and risk in such Seller's Gas has transferred to the Buyer shall be to the Buyer's account.
- 17.03 Wherever for the purpose of administrative convenience/ tax requirement or otherwise, Seller pays any tax, Buyer would reimburse the same to the Seller except any penalties, interest, etc. paid due to default of Seller. Buyer would extend full cooperation to the Seller in the matter of all the tax assessments.

ARTICLE 18

TITLE AND RISK

- 18.01** Title and risk in the Seller's Gas shall pass from Seller to Buyer at the Delivery Points i.e. at the downstream flange of the pipeline at the outlet of the Gas Metering Station. Upon delivery at the Delivery Points, Buyer shall be deemed to be in exclusive control and possession of Seller's Gas and shall be fully responsible for and shall indemnify Seller against any damages or injury resulting from the transportation, handling or use of the Seller's Gas.

ARTICLE 19

LAWS GOVERNING THE AGREEMENT

19.01 The Agreement shall be governed by Indian Laws, rules and regulations, notifications etc. issued under such Laws both procedural as well as substantive, as may be amended from time to time. Courts at Rajahmundry (Andhra Pradesh State) shall have exclusive jurisdiction on the matters arising under the Agreement.

ARTICLE 20

RESTRICTIONS ON USE OF GAS

20.01 The BUYER shall not be entitled to use the GAS for any other purpose other than those contemplated in the tender document or unless permitted by the SELLER.

20.02 BUYER shall not misuse the Gas or use it for any anti national activity/anti-social activity. If he does so ONGC will not be liable for their misuse or such activity and shall be entitled to stop the gas forthwith as soon as it comes to the notice of ONGC.

ARTICLE 21

PREVIOUS CORRESPONDENCE.

21.01 All discussions and meetings held and correspondences exchanged between the BUYER and the SELLER in respect of the AGREEMENT and any decisions arrived at therein in the past and before coming into force of this AGREEMENT are hereby superseded by this AGREEMENT and no reference of such discussions or meetings or past correspondence will be entertained by either the SELLER or the BUYER for interpreting the AGREEMENT or otherwise.

ARTICLE 22

AMENDMENTS

22.01 Subject to Article 14, any amendment to any of the clauses of the Agreement will be proposed and sent in writing to the other party proposing such amendment and if both the SELLER and the BUYER agree to such amendment then the same shall be incorporated in the Agreement and shall become binding on the parties as such from the date the agreement is reached, unless otherwise agreed to.

ARTICLE 23

INDEMNITIES

23.01 Any loss, damage, liability, cost and/or expense related to:

- (a) any injury to, ill health, disease or death of an employee or a contractor or subcontractor of a Party (or any employee of such contractor or sub-contractor); and/or
- (b) actual physical loss of or to Party's facilities;

which is caused by either Party's operations at or near the Delivery Points, shall be borne by the Party causing such loss, damage and cost of the Party which has engaged the relevant employee or contractor or sub-contractor, causing such loss or, damage and the Party causing such loss, damage, liability, cost and/or expense shall defend, indemnify, hold harmless and release the other Party in respect of such loss, damage, liability, cost and/or expense.

23.02 Whenever a Party (the "Indemnitee") becomes aware of a claim in respect of which it will or may be entitled to require the other Party (the "Indemnitor") to defend, indemnify, hold harmless and release it pursuant to Article 23.01 above, the Indemnitee shall promptly notify the Indemnitor and the Indemnitee shall take such action as the Indemnitor may reasonably request to avoid, dispute, resist, appeal, compromise or defend the relevant claim and any judgment in respect thereof, subject to the Indemnitee being indemnified and secured to its reasonable satisfaction by the Indemnitor against all losses, costs, damages and expenses relating to such claim including, without limitation, those thereby incurred or to be incurred. If the Indemnitor does not request the Indemnitee to take any appropriate action as aforesaid, or shall fail to indemnify and secure the Indemnitee to its reasonable satisfaction within twenty-eight (28) Days of the notice to the Indemnitor, the Indemnitee shall be free to pay or settle the relevant claim on such terms as it may in its absolute discretion think fit and thereafter recover from the Indemnitor pursuant to the Indemnitee's rights under this Article.

ARTICLE 24

RIGHT TO STOPPAGE OF GAS/TERMINATION

24.01 Seller may at its sole discretion, and in addition to any other legal remedies it may have, forthwith upon giving [30] days' notice to Buyer, suspend deliveries of the Seller's Gas or terminate the Agreement if:

- i) Buyer for any reason whatsoever fails to make any payment due to Seller under the Agreement by the due date, failure remains un-remedied at the expiry of the aforesaid notice period;
- ii) Buyer is in substantial breach of its material obligations under the Agreement and such breach or failure remains un-remedied at the expiry of the aforesaid notice period;

- iii) Buyer fails to take delivery of Seller's Gas it is obligated to under this Agreement and such failures are not excused by any other provision in the Agreement;
- iv) A event of Force Majeure continues for [90] days or more;
- v) A petition is filed with the court having jurisdiction or an order is made or an effective resolution is passed for the dissolution, liquidation, or winding up of Buyer;
- vi) Buyer becomes insolvent or is adjudged bankrupt or makes an assignment for the benefit of its creditors or does not pay or is in Seller's reasonable opinion expected to be unable or unwilling to pay its debts as the same become due;
- vii) A receiver is appointed for the whole or significant part of the assets or undertaking of Buyer;
- viii) Buyer ceases or threatens to cease to carry on its business or a major part thereof or a distress, execution or other process is levied or enforced or sued upon or against any significant part of the property of Buyer and is not discharged until [90] days;
- ix) If Buyer is adjudged bankrupt or enters into an agreement with its creditors or takes advantage of any law for the benefit of debtors; or
- x) Buyer has passed a resolution to apply to a competent court for liquidation.
- xi) Any reduction in availability of SELLER's Gas deliverable hereunder, including adverse reservoir behaviour in the Producing Areas, which in the SELLER's opinion as a prudent operator was not reasonably foreseeable;

24.02 Buyer may at its sole discretion, and in addition to any other legal remedies it may have, forthwith upon giving [30] days' notice to Seller, terminate the Agreement if:

- i) An event of Force Majeure continues for [90] days or more;
- ii) A petition is filed with the court having jurisdiction or an order is made or an effective resolution is passed for the dissolution, liquidation, or winding up of Seller;
- iii) Seller becomes insolvent or is adjudged bankrupt or makes an assignment for the benefit of its creditors or does not pay or is in Buyer's reasonable opinion expected to be unable or unwilling to pay its debts as the same become due;
- iv) A receiver is appointed for the whole or significant part of the assets or undertaking of Seller;
- v) Seller ceases or threatens to cease to carry on its business or a major part thereof or a distress, execution or other process is levied or enforced or

sued upon or against any significant part of the property of Seller and is not discharged until [90] days;

- vi) If Seller is adjudged bankrupt or enters into an agreement with its creditors or takes advantage of any law for the benefit of debtors; or
- vii) Seller has passed a resolution to apply to a competent court for liquidation.

24.03 Subject to any other specific rights of termination contained in this Agreement, this Agreement shall continue in force for the duration stipulated in Article 2.01.

24.04 In the event of Seller suspending deliveries of Seller's Gas in any of these circumstances referred to in Article 24.01, Seller may, so long as the event continues, and in addition to any other legal remedies it may have, forthwith upon giving the appropriate notice to Buyer, terminate the Agreement.

24.05 If pursuant to the provisions of Article 24.03, Seller withholds, reduces or suspends delivery of the Seller's Gas, then Seller shall be under no obligation to make up any quantity of the Seller's Gas which would have been delivered to Buyer but for such withholding, reduction, or suspension.

24.06 Any termination of the Agreement shall be without prejudice to the rights and obligations of SELLER as accrued up to the date of termination.

24.07 Suspension:

Notwithstanding anything to the contrary express or implied elsewhere herein:

Seller (without prejudice to its other rights) may at its sole discretion either terminate the Agreement forthwith or forthwith suspend delivery under the Agreement until further notice, on notifying the other party either orally (confirming such notification in writing) or by notice in writing, if Buyer:

- i) Uses Gas for activities which are anti-national or anti-social activity or against public interest.
- ii) Any reduction in availability of SELLER's Gas deliverable hereunder, including adverse reservoir behaviour in the Producing Areas, which in the SELLER's opinion as a prudent operator was not reasonably foreseeable;

ARTICLE 25

CONFIDENTIALITY

- 25.01 Subject to the further provisions of this Article 25, each Party shall maintain confidentiality in accordance with the standards of care and diligence that it utilizes in maintaining its own confidential information with regards to the terms of this Agreement and any information supplied or obtained by a Party pursuant to the terms hereof ("Confidential Information").
- 25.02 Notwithstanding Article 25.01, either Party may disclose information that would otherwise be Confidential Information if and to the extent:
- i. Required by law;
 - ii. Required by any securities exchange or regulatory or governmental body to which such Party is subject or submits, wherever situated, whether or not such requirement for information has the force of law;
 - iii. Disclosed to the professional advisers, auditors, bankers of a Party provided that such Party procures that such persons protect such Confidential Information on the same terms as and agrees to be bound by as if it were a Party to this Article;
 - iv. The Confidential Information is already in the public domain through no fault of that Party;
 - v. The other Party has given prior written approval to the disclosure;
 - vi. It is disclosed to any potential assignees or transferees of such Party provided that such Party procures an undertaking in writing that the potential assignee or transferees protects such Confidential Information on the same terms and agrees to be bound by as if it were a party to this Agreement. Both the BUYER and the SELLER shall maintain confidentiality unless required under law to disclose.

ARTICLE 26

NO AGENCY

26.01 Neither Party shall, and each shall procure that its directors, officers and employees in that capacity, shall not, represent itself or otherwise hold itself out as an agent or other representative of the other Party or otherwise hold itself out as having any authority to bind the other of them unless such person is validly authorized to do so.

ARTICLE 27

EFFECT OF ILLEGALITY, ETC.

27.01 The invalidity, illegality or unenforceability of any of the terms of this Agreement in any respect for whatever reason under the law of any jurisdiction, shall not affect or impair the validity, legality or enforceability in that jurisdiction of any other provision of this Agreement, or under the law of any other jurisdiction of that or any other provision of this Agreement. The Parties shall make all reasonable endeavours to agree as far as possible that invalid terms shall be amended or replaced by valid terms with a similar effect in order to maintain the purpose and continuity of this Agreement and till the amendments are carried out, such invalid terms will be inoperative in relation to the rights and obligations of the Parties under this Agreement.

ARTICLE 28

GOOD FAITH

28.01 Each of the Parties shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at its own cost, so execute or perform all such further deeds, documents, assurances, acts and things as may reasonably be required to perfect the transaction referred to herein, and to give effect to the terms of this Agreement.

ARTICLE 29

WAIVER

29.01 No delay or omission on the part of either Party in exercising any right, power or remedy provided by law or under this Agreement, nor any indulgence granted by any Party to any other Party, shall impair such right, power or remedy, or be constructed as a waiver thereof, nor shall the single or partial exercise of any right, power or remedy provided by law or under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

29.02 Any waiver shall relate only to the matter, non-compliance or breach as it expressly relates to and shall not apply to any subsequent or other matter, non-compliance or breach.

ARTICLE 30

CUMULATIVE REMEDIES

30.01 Except as expressly provided herein, the rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

ARTICLE 31

ENTIRE AGREEMENT

31.01 Each of the Parties hereby acknowledges that, in entering into this Agreement it has not relied on any representation or warranty save as set out expressly herein or in any document referred to herein.

ARTICLE 32

NO PARTNERSHIP

32.01 Nothing in this Agreement shall constitute or be deemed to constitute the relationship of principal and agent or of a partnership between the Parties and neither of them shall have any opportunity to bind the other in that capacity.

ARTICLE 33

PRIVITY

33.01 This Agreement is intended solely for the benefit of the Parties and is not intended to confer any benefits on, or create any rights in favour of any other person.

ARTICLE 34

APPROVALS

34.01 Each Party shall be responsible for obtaining all consents, authorizations, approvals and assurances of whatsoever nature necessary to enable it to comply with its obligations under the Agreement.

ARTICLE 35

CONSEQUENTIAL LOSS, LIMITATION OF LIABILITY

35.01 Except as expressly provided for in this Agreement, neither BUYER nor SELLER shall be liable for consequential, indirect or special losses/damages or for loss of control, profit or product of any kind arising out of or in any way connected with the conclusion, the performance or non-performance of this Agreement, and whether arising in contract, tort including negligence or breach of duty, statutory, or otherwise.

ARTICLE 36

REPRESENTATIONS

36.01 Without prejudice to any liability for any fraudulent misrepresentation, each of the Parties hereby acknowledge to the other Party that it has not entered into this Agreement in reliance upon any representations made by such other Party (other than any made fraudulently) and accordingly, neither Party shall have any remedy against the other Party in relation to misrepresentation.

ARTICLE 37

NOTICES

37.01 Any notice or other communication required to be given pursuant to this Agreement shall be given by delivering the same by hand at, or by sending the same by registered/speed post (air mail if to an address outside the country of posting) to the address of the relevant Party set out in this Agreement or by fax, e-mail using the relevant number set out below or such other address as either Party may notify to the other from time to time. Any notice or other communication given as aforesaid shall be deemed to have been given at the time of delivery (if delivered by hand) or on transmission of the recipient's automatic answerback (if sent by fax) or when received (if sent by post):

For Seller: As set forth in the Schedule A as Seller's Address; and

For Buyer: As set forth in the Schedule A as Buyer's Address.

ARTICLE 38

ADDRESSES OF PARTIES.

38.01 The address of the parties hereto unless changed by written notification to be given at least 15 days in advance by Registered letter prior to proposed date of change, will be as follows for the operation of the Agreement:

<u>THE SELLER</u>	<u>THE BUYER</u>
Asset Manager,	_____
OIL AND NATURAL GAS CORPORATION LIMITED,	_____
Rajahmundry Asset, Andhra Pradesh (India).	_____
Phone No.:	_____
Fax. Number:	Pin:- _____ (India).
e-mail:	Phone Number: (STD Code)- (-----)
	Fax. Number: (STD Code) - (-----)
	e-mail:

IN WITNESS WHEREOF the parties hereto acting through their properly constituted representatives have set their hands to cause this Agreement signed and executed for and on their behalf.

FOR & ON BEHALF OF THE SELLER	FOR & ON BEHALF OF THE BUYER
<hr/> <p style="text-align: center;">Asset Manager, Rajahmundry Asset</p>	<hr/>
<u>Witnesses</u>	<u>Witnesses</u>
1. _____	1. _____
2. _____	2. _____

Attached as Schedule A of the Gas Supply Agreement dated ----- between Oil and Natural Gas Corporation and _____

_____ **Region**

Production Field (s)/Area (s): CA-17 cluster of the marginal nomination fields in KG basin
Delivery Commencement Date: [On or before]
Expiry Date: [.....] ___ years from NOA date.

Location	Delivery Points (Abbreviated name of Meter)	Gas Metering Measurement System	Frequency of Measurement	Tolerance in Quantity Measurement	Frequency of Calibration	Frequency of Quality Testing	Typical Delivery Pressure, Kg/Cm ² g
Name of Installation to be inserted (Work Centre to Insert)	Ex-Kaikalur EPS, Ex-Lingala GGS, Ex-Nandigama EPS, Ex-MWP EPS, Ex-Kavitam EPS, Ex-WPGDA WHI, Ex-NPGDA WHI, Ex. Rangapuram WHI ONGC Installations, KG basin, Andhra Pradesh	Orifice	Daily	As per AGA 3 & 8 standards	Quarterly	Fortnightly	1 to 3 Kg/cm ²

Delivery Pressure: - 1 to 3 Kg/cm² ex- ONGC installation.

Gas quality: - To be analyzed at Seller's Laboratory, which buyer can have access.

Seller's Address: Asset Manager,

**OIL AND NATURAL GAS CORPORATION LIMITED,
Rajahmundry Asset, Andhra Pradesh.**

Phone No.: (_____)

Fax Number: (_____)

e-mail:

Buyer' Address: [.....]

Contact: [.....]

Phone number: [.....]

Fax number: [.....]

e-mail:

Attached as Schedule B of the Gas Supply Agreement dated _____ between Oil and Natural Gas Corporation and _____

Price:

- (a) The contract price of gas shall be in US\$ MMBTU as under:
- i. Prevailing domestic gas price on GCV basis as fixed by Govt. of India from time to time, plus
 - ii. Premium of USD ___/MMBTU.

Sr. No.	Name of field / location	Custody Transfer Point (CTP) / Delivery Point	Gas quantity, SCMD (Fall-back basis)	Quoted premium over Reserve Gas Price, (non-zero and positive) USD/ MMBTU (GCV basis)	
				In figures	In words
1	Kaikalur+ Vadali	Ex-KKL EPS	6000		
2	Lingala	Ex-Lingala GGS	12000		
3	Mandapeta West	Ex-MWP EPS	18000		
4	Nandigama	Ex-Nandigama EPS	18000		
5	Penugonda + North Penugonda	Ex-Kavitam EPS	17000		
		Ex - WPGDA WHI	32000		
		Ex-NPGDA WHI	2000		
6	Rangapuram	Ex. Rangapuram WHI	5000		
7	Ravulapalem				
8	Sitarampuram				

- (b) The above gas 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 Central or State Government or Municipality or any other local body or bodies payable on sale of GAS by Seller to the BUYER and these shall be borne by the BUYER over and above the aforesaid GAS price.
- (c) A factor of 1 MSCM = 39.68254 MMBTU will be used for invoicing purpose linked with Gross Calorific Value (GCV) of 10,000 Kcal/SCM. The Seller shall further determine the quantity (in MMBTU) of gas delivered at the Delivery Points based on the actual gross calorific value of Seller's Gas delivered during the Billing Period by multiplying with a factor of actual GCV and dividing by 10000.
- (d) The above price would be converted to ₹./MMBTU on monthly basis at the RBI reference exchange rate of the month, previous to the month during which supply of gas is made. Price in ₹./ MMBTU shall be rounded off to two decimal places. The RBI reference exchange rate of the month would be calculated by taking the average of the RBI reference exchange rates for all the days in the relevant period/ month for which the rate is available on the RBI website. The monthly average RBI exchange rate so calculated shall be rounded off to two decimal places. The rates can be downloaded from FBIL website: <http://fbil.org.in>.

Attached as Schedule C to the Gas Supply Agreement dated _____ between Oil and Natural Gas Corporation Limited and _____.

Specifications - Gas quality:

Typical Gas Composition*	Volume (%)
1. Combustible Hydrocarbon gases:	[88 %]
2. Total non-combustible gases other than HC:	[12 %]
3. Gross Calorific Value (GCV):	Not less than 9000 Kcal/SCM

Typical val

(*) the composition is indicative and will vary from field to field and with passage of time.

Attached as Schedule D to the Gas Supply Agreement dated _____ between Oil and Natural Gas Corporation Limited and _____

Profile of Gas availability for Sale from CA-17 cluster of Marginal Nomination fields in KG basin. The profile shown below is indicative, gas shall be supplied to the buyer on fall back basis and as per availability only.

Sr. No.	Name of field / location	Custody Transfer Point (CTP) / Delivery Point	Gas quantity, SCMD (Fall-back basis)	Probable Duration of availability
1	Kaikalur+Vadali	Ex-KKL EPS	6000	5 years
2	Lingala	Ex-Lingala GGS	12000	
3	Mandapeta West	Ex-MWP EPS	18000	
4	Nandigama	Ex-Nandigama EPS	18000	
5	Penugonda + North Penugonda	Ex-Kavitam EPS	17000	
		Ex - WPGDA WHI	32000	
		Ex-NPGDA WHI	2000	
6	Rangapuram	Ex. Rangapuram WHI	5000	
7	Ravulapalem			
8	Sitarampuram			
(on Fall back and As is Where is basis from all delivery points) At pressure 1 to 3 Kg/cm ²				
1. Gas quantity mentioned against Kaikaluru EPS will be available either from Kaikaluru EPS or Lingala EPS as both locations are inter-connected.				

Attached as Schedule E to the Supply Agreement dated _____ between Oil and
Natural Gas Corporation Limited and _____
**FOR LETTER OF CREDIT TO BE SUBMITTED TOWARDS PERFORMANCE SECURITY OF
PAYMENT AGAINST NATURAL GAS**

To [SELLER/ BENEFICIARY]
[ADDRESS]

IRREVOCABLE STANDBY LETTER OF CREDIT NO: _____

Name of Beneficiary: ONGC, <Details of ONGC Asset to be mentioned>

Name of Applicant: <Buyer Details to be mentioned>

Amount of Letter of Credit: _____ . **Expiry Date:** _____

At the request of the _____ <Name and Address> ("Applicant"), we,
_____, <Name and Address> ("Issuing Bank") hereby establish unconditional
irrevocable standby Letter of Credit no. _____ Dt. _____ in favour of Oil and
Natural Gas Corporation Ltd., <Details of ONGC Asset> (the "Beneficiary") for Rs. _____ (the
"**Face Value**") as per following terms and conditions:-

1. This is an unconditional STANDBY IRREVOCABLE and without recourse Letter of Credit, valid up to _____ for submission of documents for negotiation and payment to the bank.
2. The face value of this Letter of Credit shall be equal to Rs _____ (Rupees _____.) (Equivalent to 45/60 days of natural gas supply).
3. This Letter of Credit is issued under _____ [Details of Tender/NOA/Contract/Agreement to be mentioned] dated _____ to cover payment for supply of natural gas by ONGC (Beneficiary) to the Buyer as per **AGREEMENT** executed between Buyer and Beneficiary and also interest on delayed payment including payment for Monthly Minimum Guaranteed off-take (MMGO) quantity. This Letter of Credit will be valid for any of the documents such as Invoices/Provisional invoices/Debit notes/Statement of claim/Demand letter etc. raised under the aforesaid contracts/agreement, as well as supplementary agreements, Side Letters, Term Sheet, amendments etc. and other addenda thereof.
4. Notwithstanding the above provision, it is further provided that if gas Buyer continues to draw gas supplies from ONGC beyond validity period of the existing Agreement (without written extension prior to expiry of the Agreement validity for any reason whatsoever) payments due for such gas supplies and such period (including MMGO charges) shall be fully covered by this letter of credit within the validity of the letter of credit.
5. All bank charges including opening, negotiation, handling, amendment, renewal, interest charges, and any other charges related to this Letter of Credit will be borne by the Applicant. However, charges of the advising bank shall be borne by the Beneficiary.
6. Payment against the Letter of Credit shall be released immediately without demur on presentation of a copy of any of the documents such as duly signed Invoices/Provisional invoices/ Debit notes/ Statement of claim / Demand Letter etc. by ONGC.
7. Draft /Hundi (format enclosed) drawn under the Letter of Credit (L/C) would mark the L/C Number _____ dated _____.

8. If the payment to ONGC/ONGC banker is not made at sight of documents, interest@_____ (rate as applicable on delayed payment under the relevant GSA) per annum compounded quarterly for each day payments are overdue until paid, shall be charged.
9. This Letter of Credit (L/C) shall also cover requests against partial payment and/or multiple drawings.
10. This unconditional Standby Irrevocable Letter of Credit is available for negotiation directly with the issuing Bank/Branch or through ONGC's bankers without recourse to the Applicant.
11. The validity of Letter of Credit will be up to _____. The Issuing Bank unconditionally and irrevocably undertakes to the Beneficiary that, if at least one month (30 days) prior to the expiry of this Letter of Credit, Applicant fails to renew/ extend such Letter of Credit or replace it with another Letter of Credit as acceptable to the Beneficiary then, the issuing banker shall make full payment of the Letter of Credit face value upon receipt of Beneficiary letter/certificate that Applicant has failed to replace or renew the Letter of Credit. Such Amount received by the Beneficiary, would be treated as a deposit qua payments/receivables from the Applicant towards future Gas Supplies.
12. 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.
13. 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.
14. The Issuing Bank shall forward and submit this Letter of Credit to the Advising Bank for advising of this Letter of Credit to Beneficiary.

Yours faithfully

(Sign of authorized officer of Bank)

Attached as Schedule F to the Supply Agreement dated _____ between Oil and Natural Gas Corporation Limited and _____

Undertaking regarding providing Payment Security by way of Bank Transfer
(On Company Letter Head)

Dated: _____

To,

The Asset Manager,
ONGC, _____Asset,
_____, Dist.:_____,
_____(State) Pin:_____.

Sub: Undertaking regarding providing Payment Security by way of Bank Transfer

Dear Sirs,

We have read the terms and conditions provided in the tender document regarding providing Payment Security by way of Bank Transfer (as an alternate option to Letter of Credit). We hereby undertake and agree that such deposit will not be considered as advance payment and will not carry any interest.

FAX NO:

TELEPHONE NO:

PERSONAL ATTENTION OF:

(IF REQUIRED)

Note: This form should be uploaded along with offer.

Yours faithfully,

(BIDDER)

Appendix A
Testing and Measurement Standards

Sampling	MPMS-14 of API
Composition	ISO 6974 and ISO 6975
H ₂ S	ASTM D 4084-94 and ASTM-D 4810
Specific Gravity and Calorific Value:	ISO 6976

Measurement System

Orifice Meter	AGA-3 along with AGA8/MPMS of API
Turbine Meter	AGA-7 along with AGA 8
Ultrasonic Meter	AGA-9

PROFORMA OF INTEGRITY PACT, AS REVISED VIDE CIRCULAR NO.44/2016

(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”

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 cooperates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI’s national and international experience, the Principal 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

(3) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

4.No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

5.The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

6.The Principal will exclude from the process all known prejudiced persons.

(4) 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 itself 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.

2. 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 with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular 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 ; 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 or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(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 contract award 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, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

i) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by 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 6 months and maximum of 3 years.

ii) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

iii) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such 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 to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

iv) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Compensation for Damages

- (4) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (5) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (6) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 Previous transgression

- (3) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (4) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 Equal treatment of all Bidders / Contractors / Subcontractors

- (4) The Principal will enter into Pacts on identical terms with all bidders and contractors.
- (5) The Bidders(s) / Contractor(s) undertake(s) to procure from all the subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors / sub-vendors.
- (6) The Principal will 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, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8

External Independent Monitor / Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

(10) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(11) The Monitor 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.

(12) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.

(13) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(14) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

(15) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(16) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

(17) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(18) The word 'Monitor' would include both singular and plural.

Section 9

Pact Duration

This Pact begins when both parties have legally 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 this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10

Other provisions

(1) This agreement 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 for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder / Contractor

Place -----

Witness 1 : -----.

Date -----

Witness 2 : -----