

OIL AND NATURAL GAS CORPORATION LIMITED

REQUEST FOR PROPOSAL (No. ONGC/RFP/EOA/01)

E-AUCTION FOR SALE OF NATURAL GAS FROM KG-DWN-98/2



**E-Auction Partner
M/s mjunction Services Ltd.**

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Section A

1. Overview

- 1.1. **Oil and Natural Gas Corporation (ONGC)**, is a public sector undertaking involved in Exploration & Production of crude oil and natural gas. Its registered office is in New Delhi. It is India's National Oil Company under the aegis of Ministry of Petroleum and Natural Gas. It is the largest upstream player in the country and produces around 70% of India's crude oil (equivalent to around 57% of the country's total demand) and around 84% of India's natural gas. In November 2010, the Government of India conferred the *Maharatna* status to ONGC.
- 1.2. ONGC is planning to conduct an online competitive auction for sale of KG-DWN-98/2 gas. In line with this, ONGC has launched an e-auction for sale of 2.0 MMSCMD of natural gas. ONGC is targeting to complete the auction process at the earliest.
- 1.3. ONGC plans to sell the natural gas to prospective /interested buyer(s) from KG-DWN-98/2 Deepwater field of Eastern Offshore Asset (EOA), Kakinada (Andhra Pradesh) at the available pressure of 60 kg/cm² (Maximum), ex- Odalarevu Onshore Terminal, Odalarevu, East Godavari District, Andhra Pradesh. Interested/prospective Gas Consumers can source available gas by participating in this Auction process.
- 1.4. Gas produced by ONGC from above location/field is eligible for Marketing including Pricing freedom, as per Ministry of Petroleum & Natural Gas (MoP&NG) Notification No. O-22013/27/2012-ONG-D-V (Vol-II) dated 21 March, 2016.
- 1.5. In order to comply with Govt. Of India's Natural Gas Marketing Reforms dated 15th October 2020 and Discovery of Market Price for Domestically Produced Natural Gas through e-bidding (Notification No. Expl-15022(13)/234/2019-ONG-DV (P-32114)) dated 03 December, 2020, ONGC is hereby issuing a Notice Inviting Offer dated 12.04.2021 and invites offers from interested/prospective entities to offtake all or a portion of the 2.0 MMSCMD of gas available for sale from the Gas Field/s and in accordance with the terms and conditions of this Request for Proposal (RFP) and the Gas Supply Agreement (GSA).
- 1.6. ONGC has appointed M/s mjunction services limited as an independent agency empanelled by Directorate General of Hydrocarbons ("DGH"), to conduct bidding process for sale of gas through an online web based electronic bidding platform which is available at <https://eps.buyjunction.in/gasbidding> and link of this e-bidding platform is also available at DGH and ONGC websites. M/s mjunction Services Limited would herein after be called the Empanelled Agency.

2. Gas Field on Offer

2.1. Details of the gas field on offer

S.N	Parameter	Particulars
1.	Name of the field	KG-DWN-98/2 Block, EOA Kakinada (Andhra Pradesh)
2.	Gas Quantity offered for sale	2.0 MMSCMD
3.	Term	3 to 5 years
4.	Typical Calorific Value (KCal/SCM)	Gross Calorific Value: 9200 KCal/SCM Net Calorific Value: 8300 KCal/SCM
5.	Delivery Point	Ex- Odalarevu Onshore Terminal (Andhra Pradesh)
6.	Pricing formula (\$/mmbtu)	Quoted Slope (%) * Dated Brent Price
7.	Date of ONGC's readiness to supply gas.	30.06.2021
8.	URL for registration and uploading of documents by interested entities for Technical evaluation	https://eps.buyjunction.in/gasbidding

- 2.2. The successful bidder/s will have to sign the Gas Supply Agreement (GSA) annexed hereto Exhibit-1 before start of supply of gas or at least 15 days in advance from the expiry of the offtake window, whichever is earlier.
- 2.3. It is the responsibility of the successful bidder to complete the signing of GSA and adhere to all the terms and conditions mentioned in this RFP.
- 2.4. An offtake window of 90 days from the ONGC's readiness date or Date of NOA, whichever is later, would be provided to the Buyer to off-take gas .
- 2.5. During the offtake window, ONGC and Buyer may mutually agree for a start date for gas offtake.
- 2.6. Further, during offtake window period, ONGC shall have no obligation to supply Gas (or liability for failure to supply Gas) and Buyer shall have no obligation to take Gas (or liability for failure to take Gas).

3. Eligible Bidders

The following eligibility criteria's will need to be complied by all the bidders

3.1 Eligibility Criteria

- 3.1.1. Submission of the bid should be from users of gas, existing as well as new industries, including reseller of gas. There is no 'Sectoral Priority' and bids from all existing as well as new industries will be treated at par.
- 3.1.2. The Bidder, if successful, shall submit an undertaking (as per format placed at Appendix 8A) prior to commencement of gas off-take declaring that Bidder has obtained all necessary statutory/ regulatory approvals and compliances for commencement of gas off-take. The successful Bidder would hold harmless and Indemnify ONGC against any loss, damage, notice, prosecution etc arising out of commencement of gas by ONGC relying on the undertaking furnished by the successful Bidder.
- 3.1.3. ONGC shall not be liable for failure of the bidder/s to obtain any statutory/regulatory clearances. The bidder shall submit an Undertaking in the format prescribed at Appendix-8 of the RFP for above compliances.
- 3.1.4. Bidder/s can bid up to a maximum of gas quantity on offer or part thereof (in multiple of 5000 SCMD), subject to a minimum of 10,000 SCMD.
- 3.1.5. Bidder/s who are in position to start drawl of gas within maximum 90 (Ninety) days of ONGC's readiness date, should submit their bids.

3.2 IT Requirement / Responsibility of the Bidder

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

3.3 Registration and DSC Mapping

- 3.3.1. The portal will be available for registration on a date specified in Clause 6 of this RFP. Every Bidder would be required to fill a small registration form and will have to enter his/her name, designation, contact number, organization name, PAN number of organisation, GSTIN number, gas consumption facility name & address, and other required details. Bidder/s would need to attach a valid Class III

Digital Signature Certificate (DSC) issued in the name of authorized person of the bidding organization. The DSC should be issued on the email address of the authorized person and same should be used for registering on the platform.

3.4 Certificates / Documents to be submitted

3.4.1. Bidder/s are required to mandatorily submit / upload the following documents with DSC signature:

- A. Registration/ incorporation certificate for companies, LLPs and Co-operative societies or Partnership Deed in case of partnership firms.
- B. Audited financial statements of immediate previous two (2) Financial Years.
- C. Valid PAN and VAT/CST/GST (as applicable) Registration certificate
- D. Security Deposit as per clause 3.5
- E. Power of Attorney / Board Resolution in the name of the authorized representative of the Bidder
- F. Undertaking that they have gone through the GSA & RFP and any addendums / corrigendum thereto
- G. Declarations/Undertakings etc., mentioned under section B (including Integrity Pact duly signed & witnessed).
- H. Register of directors, shareholders of the company

3.5 Security Deposit (SD)

3.5.1. Bidder to submit Security Deposit in the form of Bank Guarantee (BG)/ Letter of Credit (LC) as per format indicated in Section-B.

3.5.2. Bidders shall be required to separately send the Original Copy of security deposit to Empanelled Agency's office on or before the last date as indicated in Clause 6 of the activity schedule.

Address to:

Ankit Kumar (EPS)
mjunction Service Limited
Corporate Headquarters
Godrej Waterside tower 1,3rd Floor,
Plot no. 5, Block DP Sector V
Salt lake City, Kolkata Pin- 700 091

SD Submission process

3.5.3. Bidder to provide Security Deposit for a value equivalent to two weeks gas cost based on the Ceiling price and the volume which the bidder has quoted. Ceiling Price (on GCV basis) is the price as notified by PPAC/MOP&NG, Govt. of India on half-yearly basis for gas produced from discoveries in Deep-water, Ultra deep water and High Pressure-High Temperature areas at the time of the publishing of this RFP. The Ceiling price, applicable for the period from 01.04.2021 to 30.09.2021 is USD 3.62/MMBTU (on GCV basis). Calculation sheet for SD amount is available in the web portal for ready reference.

3.5.4. Unconditional **Irrevocable Bank Guarantees (BGs)** {Two separate BGs each covering 1 (one) week of cost of gas quantity quoted at Ceiling gas price} in the prescribed format as per Appendix-5 of Section B. 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 applicable stamp duty. 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-6 of Section B. Such Security Deposit (SD) shall be issued by a Scheduled/Nationalized bank.

A confirmation in this regard shall be obtained from the issuing bank of the bidder.

3.5.5. The SD may be submitted either in the form of BG or L/C, however, combination of both is not allowed and this SD should be valid for at least one year from the date of NIO.

3.5.6. For successful bidder/s, the SD shall be liable to be invoked for encashment on a weekly basis in the event of delay in commencement of gas offtake beyond the expiry of offtake window. Such 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 SD amount invoked for encashment for the last week of delay, the balance amount shall be refunded on actual commencement of the gas offtake and submission of the of payment security (refer Article no. 14 of GSA annexed at Exhibit-1). In case of delay in commencement of gas offtake by the bidder/s beyond two weeks, the allocation can be retained by the bidder/s by providing Security Deposit for a further period of 4 (four) weeks as per the term and conditions of the GSA. In case it is not provided within 3 (three) working days from the expiry of the first 2 (two) weeks period, the gas allocation made to the bidder may be cancelled.

3.5.7. The SD amount levied would be limited to maximum six weeks (42 days) gas cost irrespective of reasons for delay. In case of delay by Buyer beyond the Six weeks (42 days) period, ONGC may terminate the agreement without further notice.

Forfeiture of SD

3.5.8. The 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 there of duly agreed by the bidder.
- B. Bidder varies or modifies the bid in a manner not acceptable to ONGC during the validity period or any extension thereof duly agreed by the bidder.
- C. Non-signing of Gas Supply Agreement before start of supply of gas or 15 days before expiry of the offtake window, whichever is earlier.
- D. Bidder is disqualified from the Bidding process prior to award of contract according to the provisions under Section 3 of Integrity Pact attached at Appendix-10 of Section B.
- E. On the occurrence of any other event as stipulated in the RFP.

3.5.9. On finalization of the bidding process, Security Deposit (SD) of unsuccessful Bidders will be returned without any interest within 7 days of the Bidding completion date.

- 3.5.10. After the auction process, in case bidder is allocated quantity of gas less than 50% of their quoted quantity, Bidder would be entitled to surrender entire gas allocated. In case of surrender of gas within 3 days from the auction completion date, the Security Deposit of such bidder shall not be forfeited. In case the bidder fails to notify ONGC of surrendering of gas, the gas is deemed to have been allocated and NOA would be issued thereafter.
- 3.5.11. If bidder backs out after issue of the NOA, then in such case ONGC will forfeit their Security Deposit (SD).

4. Bidder Registration

- 4.1. **Registration on the bid registration portal:** All bidders would be required to visit the link of the e-portal <https://eps.buyjunction.in/gasbidding> for submission of all technical documents.
- 4.2. Steps to be followed by the bidders prior to the submission of the technical documents:
 - A. Purchasing of a class III DSC (Digital Signature Certificate)
 - B. Registering in the e-portal and mapping the DSC
 - C. System will generate user ID and password and send via email to the registered email ID of the Bidder
 - D. Bidders can send email on ongcgasbidding@mjunction.in or call the helpdesk (mentioned in the portal) in case of any difficulties in setting up DSC and registration.

5. Biddable Parameters and Bidding Process

5.1 Biddable parameters

- 5.1.1. To participate in the E-Bidding Process, each Bidder shall be required to quote valid bids against the three parameters: **Initial Price, Tenure of the Contract and Volume.**
- 5.1.2. The “Reserve Gas Price” (in USD/MMBTU on GCV) is “**10.5%* Dated Brent Price**”. “Dated Brent Price” for any month shall be the arithmetic average of the mean values of the high and low assessments of the benchmark crude oil “Dated Brent” (Platts Symbol: PCAAS00) as published in “Platts Crude oil Marketwire” in USD per barrel for each Day during the immediately preceding 3 (three) calendar months (rounded off to 3 decimals), from the relevant month in which gas supplies are made. The product of Quoted Slope (%) and Dated Brent Price, will be determined as a value in USD/MMBTU for the purpose of arriving at the Gas Price.
- 5.1.3. Bidder is required to quote ‘P’, which would be the slope to Dated Brent Price. This slope should be more than or equal to 10.5%. “P” can be made in the increment of 0.1%
- 5.1.4. Contract Gas price (in USD/MMBTU rounded off to 2 decimals) shall be the lower of the
- (a) Quoted Slope (%) * Dated Brent Price or
 - (b) Notified Ceiling price during the period
- 5.1.5. The bidders are also required to quote the tenure, which can vary from 3 to 5 years. The contract tenure is to be quoted in whole numbers (e.g. 3 years, 4 years or 5 years).
- 5.1.6. The bidder can quote up to a maximum of gas quantity on offer or part thereof (in multiple of 5000 SCMD), subject to a minimum of 10,000 SCMD.
- 5.1.7. It must be noted that the bidder/s would not be allowed to change the volume and tenure of the contract, once submitted.
- 5.1.8. Bidder has to mention the usage of gas for which gas sourcing is planned.

Document to be uploaded:

- 5.1.9. The Bidders would be required to submit the bidding documents as per the list of documents as specified in Clause 5.3 for techno-commercial evaluation. The documents would be required to be duly signed (using DSC) and uploaded on the portal before the due date as specified in Clause 6 of this RFP.
- 5.1.10. The overall bidding process is divided into 3 stages: (i) Pre-qualification stage (ii) Techno-commercial evaluation and volume of gas determination for auction (iii) e-Auction

5.2 Pre-qualification stage

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

- 5.2.2. Clarifications to Bidders' queries: Bidders would be able to send their queries to the designated email address (ongcgasbidding@mjunction.in) before registering on the portal. However, post registration on the portal, the bidders would also be able to upload their queries on the portal. The clarification to all the queries would be hosted on the e-portal.
- 5.2.3. **Pre-bid meeting:** A pre-bid meeting would be organized on a date specified in Clause 6 of this RFP. The pre-bid meeting would be an interactive session and provide Bidder/s, the opportunity to seek further clarifications and understand the process better. The Pre-bid meeting would be open to all the interested Bidder/s. The Bidder/s willing to participate in the pre-bid meeting would be required to nominate a maximum of two representatives from their organization to take part in the meeting. Bidders would be required to use their official email address to share the name, email address and phone number of the nominated person(s) to the designated email address (ongcgasbidding@mjunction.in).
- 5.2.4. **Registration on the e-auction portal:** After the last date of submission of bid documents (as mentioned in Clause 6 of this RFP), all the bidders who have submitted their documents for techno-commercial evaluation will be provided with the login credentials of the auction portal.

5.3 Techno-Commercial Evaluation and volume of gas determination for auction

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

Technical Criteria

- 5.3.2. Bid should be complete and covering the entire scope of gas supply and should conform to the terms and conditions of the gas supply indicated in the RFP, duly supported with documents wherever required. In case of incomplete and non-confirming bids, the bid may be rejected.
- 5.3.3. Bidder 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.
- 5.3.4. Bidder to submit Security Deposit either in the form of Bank Guarantee (BG) or Letter of Credit (L/C) as mentioned in clause 3.5 of the RFP.
- 5.3.5. The bidder should submit a declaration (Appendix-9 of Section B) with 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.

Commercial criteria

- 5.3.6. The bid duly completed in all respect duly signed along with all enclosures should be submitted through the e-bidding portal.

Turnover and Net-Worth of the bidder shall be considered for ascertaining commercial eligibility at the Ceiling gas price as mentioned in the RFP and at the quoted volume of the bidder:

Average Turnover : should be 30% of annualized bid value or more.

Net-worth of Bidder: should be Positive (as per audited annual accounts for previous two Financial years)

A calculation sheet is available in the web portal for ready reference.

- 5.3.7. 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 date of NIO.
- 5.3.8. Commercial eligibility will be ascertained based on the Ceiling gas price, applicable at the time of the publishing of this RFP.
- 5.3.9. In case the bidder is a newly formed company (i.e. one which has been incorporated in last 5 years from the NIO date, 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:
- A. Turnover of the promoter company should be more than '30%' of the annualized bid value.
 - B. Net worth of promoter should be positive.
 - C. 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 Contract in case the same is awarded to them and would be ultimately liable for fulfilling the obligations of the Buyer, and
- 5.3.10. '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). 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:
- A. Turnover of the parent/ultimate parent/holding company should be more than 30% of the annualized bid value,
 - B. Net worth of the parent/ultimate parent company should be positive.
 - 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 Contract in case gas is allocated to them and would be ultimately liable for fulfilling the obligations of the Buyer.
 - D. The bidder shall submit documentary evidence that his company is a 100% subsidiary of the parent/ultimate parent/holding parent company.

Notification to eligible Bidders:

- 5.3.11. After the techno-commercial evaluation of the documents, all eligible Bidders will be informed of their advancement to next phase of the bidding process for auction which would be done on <https://auction.coaljunction.com> on the date specified in Clause 6 of this RFP.
- 5.3.12. One hour prior to the start of the e-auction, the initial price bid, initial volume and tenure quoted by all the eligible bidders would be decrypted by the system. The gas available for auction and elimination of bidder/s would be determined based on the conditions mentioned under clause 5.3.15 of this RFP.
- 5.3.13. Bidder/s elimination status will be intimated over e-mail before the start of the e-auction and eliminated bidder/s shall not be allowed to participate further in e-auction. Any clarification sought by the eliminated bidder/s would be taken up after the completion of the e-auction process. Only the qualified bidders based on the conditions mentioned under clause 5.3.15 would be eligible to participate in the e-auction process.

Determination of Gas for Auction:

- 5.3.14. At the start of Auction, gas available for the auction shall be determined based on the cumulative demand received from all the techno-commercially qualified bidders and threshold quantity. The Threshold quantity shall be calculated by applying an adjustment factor of 0.8 (i.e. Total offered gas for sale /0.8).
- 5.3.15. The following conditions and procedures shall be followed for determining the gas for auction and elimination of lowest Price Bid before the start of Auction:
- In case, Cumulative Demand received \geq Threshold quantity, then
Gas available for Auction = Total offered Gas
The lowest Price Bid/s, based on initial quotes shall be eliminated before the start of Auction, provided that Cumulative Demand received, after accounting for such elimination, does not go below the Threshold quantity. Otherwise, lowest Price Bid/s shall not be eliminated. Intimation will be provided to eliminated Bidder/s.
 - In case, Cumulative Demand received $<$ Threshold quantity, then
Gas available for Auction = Cumulative Demand received *0.8
The lowest Price Bid/s, based on initial quotes shall not be eliminated before the start of Auction.

5.4 e-Auction

- 5.4.1. All the qualified bidder/s will be contacted by the Empanelled Agency for e-auction.

Rules & regulations on conduct of e-Auction:

- 5.4.2. During the Auction, bidder/s may contact the auction helpdesk numbers for any assistance/clarification regarding online bid submission as per Clause 8.
- 5.4.3. All Bidders are required to be active during bidding.
- 5.4.4. The bidder/s must also ensure that their contact nos. be kept free from any other calls so that empanelled agency's representatives can reach out to the bidder/s easily whenever required.

- 5.4.5. Bidder/s to ensure stable connectivity. Empanelled Agency or ONGC will not be responsible for any dis-connectivity or infrastructural failure at Bidder's end.
- 5.4.6. Bidder/s to keep their email inbox open to receive any files, if sent, during the event.
- 5.4.7. Empanelled Agency recommends to bid at least 5 minutes prior to auction closing time to avoid any last minute bid placement. Bidders placing their bids at the last minute will be doing so at their own risk. It is advised to bid well in advance of the auction closing time.
- 5.4.8. E-auction will start as per the time schedule intimated in Clause 6. The time indicated in notice is fixed and under no circumstance will this time be changed. Bidders are required to take necessary steps and be prepared to commence participation at the above mentioned time.
- 5.4.9. All organizations to note that the executive of the participating organization placing bids online shall be treated as an authorized representative of the organization for placement of bid on behalf of their organization.
- 5.4.10. The bidder/s need to change their password to keep it secure. Empanelled Agency or ONGC will not be responsible for any misuse of bidder/s Login ID and password.
- 5.4.11. Bids once made, cannot be cancelled / withdrawn. ONGC shall take appropriate action in case of non-acceptance of allocation by the bidder/s (in case the same is conforming to RFP conditions).
- 5.4.12. Multi log in using the same User ID & Password is not permitted. Please note that Bidder can login with their respective user id and password from one connection only. Simultaneously logging in using the same user id and password is not possible. In case simultaneous login happens then second logger will receive a message that some body is already logged in & in case Bidder is still interested to login, the first person will be logged out.
- 5.4.13. Participating bidders need to ensure continuous, uninterrupted and secure operations at their end. Empanelled Agency shall not be responsible for any interruption or failures on these counts.
- 5.4.14. Bidder is responsible for maintaining the confidentiality of their User ID and Password for restricting access to their computer, computer system and computer network and bidder shall be held responsible for all activities that occur using their User ID and Password.
- 5.4.15. All commercial/ contractual terms are offered by and agreed to between Bidder and ONGC alone. Empanelled Agency does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/ contractual terms between Bidder/s and ONGC.
- 5.4.16. The e- auction schedule shall be communicated to all the eligible bidders. ONGC retains the right to cancel or reschedule or relaunch of the e - Auction.
- 5.4.17. ONGC's decision on award of Contract in accordance with the terms and conditions of the bidding document shall be final and binding on all the bidder/s.

Mock run and training of the Bidding platform to Bidders

- 5.4.18. Prior to the E-Bidding Date, the Empanelled Agency shall organize a mock run of E-Bidding Process to help Bidder/s familiarize themselves with the features of the E-Portal. Such mock run shall be held on a predetermined date as specified in Clause 6 of this RFP. The Empanelled Agency shall notify the requisite details for the mock run to relevant Bidders via email. Bidder/s can either complete the training modules uploaded on the portal or can opt for offline training session.

Competitive e-auction

5.4.19. The bidding will start at a date and time specified as per Clause 6 of this RFP. The e-auction will be of 60 minutes with details of dynamic bidding as described in Clause 5.5.7.

5.5 Bid parameters and bidding rounds

5.5.1. All the techno-commercially qualified bidders are eligible to participate in the e-auction process. During the e-auction process, the following variable can be modified:

5.5.2. **Starting Price bid:** The starting price bid for the bidding process shall be the one initially quoted by the bidder.

5.5.3. **Ticker size for price bid:** Only upward increments of the price bid shall be allowed and it cannot be decreased. The minimum increment ticker size for the price bid shall be 0.1%, and the Bidder can only increase its previous price bid in multiples of the ticker size defined.

5.5.4. All the qualified bidders, during the e-auction process would be able to see the quantity of gas allocated out of initially quoted quantity against their quoted price and current price range of allocation. However Bidders would not be able to see the allocated volumes of other bidder/s.

5.5.5. E-auction rounds and closure: The key features of the e-bidding round is as follows:

5.5.6. **E-auction Duration:** The total E-auction Process shall be for a period of 60 minutes initially.

5.5.7. **Dynamic e-auction:** The entire e-auction process will be dynamic and will be subject to extensions as per Clause 5.5.8.

5.5.8. **Extension of e-auction Duration:** If a bid is received within the last 5 minutes before the close of the e-auction duration, there would be an automatic 15 minutes extension of the auction duration. The 15 minutes auto extension will start from the time of the first bid received within the last 5 minutes before the closure of the auction period. There will be unlimited auto extensions. In case the e-auction does not get closed within 18:30 hours of a particular day then the auction will get automatically paused and the same will be resumed at 11:30 hours of the next business day.

5.5.9. **E-auction termination:** The E-auction process ends if there is no bid revision in the period specified above of this RFP.

5.6 Determination of provisional quantity and final quantity allocation

5.6.1. During the bidding process, following logic would be used to determine provisional allocation and when there is any change in the price quote of the bidder/s

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

5.6.3. **Step 2:** The Provisional Quantity shall be determined as follows:

- A. Based on the quoted price, the Provisional Quantity shall be determined for the highest Bidder for the full volume which it has quoted or gas available for auctioning, whichever is lower. This quantity allocation process will be followed by the next highest Bidder for its quoted volume or remaining available volume, whichever is lower, and so on until the total available volume is fully allocated.
- B. If there is a tie in the quoted price for any bids, the E-Portal shall arrange such tied bids in descending order based on the volume quoted by the bidders. In such case, the Provisional Quantity shall be determined for the bid which has quoted the higher volume amongst the tied bids, for its quoted volume or remaining volume, whichever is lower, followed by the next bid for next higher volume for its quoted volume or remaining volume, whichever is lower, and so on until the available volume is fully allocated.

- C. If there is a tie for any bids for both, quoted price and volume, the E-Portal shall arrange such tied bids in descending order based on the tenure quoted by the bidders. In such case, the Provisional Quantity shall be determined for the bid which has quoted the highest tenure amongst the tied bids, for its quoted volume or remaining volume, whichever is lower, followed by the next bid for next highest tenure for its quoted volume or remaining volume, whichever is lower, and so on until the available volume is fully allocated.
- D. If there is a tie in all quoted price, volume quoted and tenure and if the aggregate volume of gas quoted by these Bidders is less than the available gas volume, the Bidders will get volume allocated as per their quoted volume. In case if the aggregate volume of gas quoted by these bidders is more than the available gas volume, the available gas volume shall be pro-rated amongst the tied Bidders.
- 5.6.4.**Step 3:** Steps 1 and 2 shall continue throughout the E-auction Process and the Provisional Quantity shall continue to be determined by the E-Portal dynamically, until the conditions for the closing of the E-auction Process as specified in clause 5.5.9 are met.
- 5.6.5.**Step 4:** Upon the closing of the E-Bidding Process, the Provisional Quantity determined based on the last bids received shall be considered as the Final Quantity for each Bidder.
- 5.6.6. At the end of the e-bidding process, all the successful Bidders would be notified regarding their respective allocated volume. Option shall be given to Bidders to surrender the gas allocation if the quantity awarded is less than 50% of the quantity quoted by the bidder.
- 5.6.7. Surrender of gas allocation activities to be executed offline. Such Bidder needs to communicate directly with ONGC within 3 days from the auction completion date. In case the bidder fails to notify ONGC of surrendering of gas, the gas is deemed to have been allocated and NOA would be issued thereafter.
- 5.6.8. Based on the result of the auction, ONGC will issue NOA and execute the GSA with the successful Bidders.

6. Activity Schedule

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

Sr.	No.	Activity Date
1	Publishing NIO, RFP and GSA	12-04-21 at 9:00 AM
2	Last date for submission of queries of bidder	20-04-21
3	Pre-bid meeting	26-04-21
4	Bidder training	12-04-21 to 03-05-21
5	Start of Bidder registration on the portal	12-04-21 to 03-05-21
6	Last date for bid submission (Technical Bid and initial price bid) along with documents - physical copy of BG, etc. under pre-qualification process	03-05-21 to 5:00 PM
7	Notification to techno-commercially qualified Bidders	08-05-21
8	E-Auction training sessions/Mock run	10-05-21 to 12-05-21
9	Initial Price Bid opening and determination of Gas for Auction	13-05-21 at 10:30 AM
10	E-Auction date	13-05-21 at 11:30 AM

7. General Guidelines

- 7.1. Bidders are expected to thoroughly understand, evaluate and examine all instructions, forms, undertakings, requirements, and terms and conditions of the RFP including GSA. Each Bidder is required to submit its bid based on the terms and conditions of this RFP and the GSA, without any deviations or conditionality. A submission of the bid would imply unconditional acceptance of all the terms and conditions in the RFP and GSA.
- 7.2. Bids, once made, cannot be cancelled / withdrawn after the Bid closing date.
- 7.3. Failure to furnish any/all information/documents required under this RFP may lead to disqualification of the Bidder.
- 7.4. In addition to the Contract Gas Price, each Bidder acknowledges and agrees that it shall be liable to pay the marketing margin of USD 0.20/MMBTU on Gross Calorific Value (GCV) basis. This 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 ONGC to the BUYER and these shall be borne by the BUYER over and above this price.
- 7.5. After issuance of NOA, in case Bidder surrenders gas allocation or fails to execute GSA and provide the Payment Security then the entire Security Deposit would be forfeited and in such a scenario, action will be taken to ban/put on holiday (upto 2 years) the bidder as per ONGC policy.
- 7.6. Each Bidder acknowledges and agrees that this Request for Proposal (RFP) by ONGC does not constitute any commitment to supply or sell gas and is only an invitation to offer. The Notification of Award (NoA) will constitute the formation of the contract and same shall remain binding on both the parties till the GSA is signed. Gas supply to the Bidder shall not commence unless payment security is furnished and GSA is signed.
- 7.7. Any attempt by a Bidder to influence the E-Auction process or other Bidders, bid evaluation or the allocation process shall immediately result in disqualification of its bid.
- 7.8. In case of any conflict between the provisions of this RFP and the GSA, the provisions of the GSA shall prevail.
- 7.9. ONGC reserve the right to withhold or withdraw the E-Auction process at any stage or cancel or modify the process or change / modify / amend any or all provisions of this RFP, at any time, without assigning any reason whatsoever by notice to all Bidders. ONGC shall have sole discretion and reserve the right, without any obligation or liability, to accept or reject any or all of the bids at any stage of the E-auction process. ONGC, at its own discretion, can seek additional documents from Bidders that it may require to ascertain the capability of Bidders to offtake gas as per the terms of GSA.

8. Bidding Support

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

Query Type	Contact Details
General clarification regarding bidding process OR for any kind of Technical Support	ongcgasbidding@mjunction.in
Helpdesk Nos for e-bidding	033-6601-1717 / 033-6603-1747
Auction Helpline nos	Souvik Ghosh - 9163348134 Arijit Paul – 9163348277 Amit Banerjee – 9163348281 Shirshendu De – 9163348247



Section B
(Declaration Formats)

Appendix-1

BIDDING DOCUMENT ACKNOWLEDGEMENT PRO- FORMA

(On company letter head)

Dated: _____

To,

The Asset Manager,

ONGC, EOA Asset,

Kakinada, Dist.: East Godavari

Andhra Pradesh Pin: 533003.

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of GSA and RFP enclosed to the "Notice for inviting Offer (NIO)" pertaining to Gas Sales from KG DWN 98/2 field, Eastern Offshore Asset.

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

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

FAX NO:

TELEPHONE No:

PERSONAL ATTENTION OF:

(IF REQUIRED)

Yours faithfully,

(BIDDER)

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

Appendix-2

BID SUBMISSION PRO-FORMA

(On letter head)

To

The Asset Manager,

ONGC, EOA Asset,

Kakinada, Dist.: East Godavari

Andhra Pradesh Pin:533003.

Dear Sir,

1. I/We hereby offer to purchase the natural gas detailed in terms of RFP and draft GSA to or such portion thereof as you specify in the Award of Allocation and agree to hold the validity of this bid <_____>(180 days from NIO).
2. I/We have understood and agree to comply with the RFP and GSA for purchasing natural gas and am/are fully aware of the nature of the gas to be purchased and my/our Offer is to purchase natural gas strictly in accordance with the conditions mentioned in RFP and GSA.

Yours faithfully,

Signature of Bidder

Address:

Dated :

Signature of Witness

Address:

Dated:

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

Appendix-3**CONFIRMATIONS TO BE GIVEN BY THE BIDDERS**

Following confirmations are to be given by the bidder by selecting confirmed /not confirmed in the last column		
1.	I/We hereby confirm that our unconditional validity of the bid is for 180 days from the publication of NIO.	
2.	I/We hereby confirm that our bid is firm during the entire duration of the e-bidding process without any qualification.	
3.	I/We hereby confirm acceptance of Scope of terms of natural gas supply in toto, without exceptions and exclusions.	
4.	I/We hereby confirm that all handwritten matter in all the documents submitted are authenticated by me/us.	
5.	I/We hereby confirm that in all the legal documents submitted, the signatures of witnesses are taken.	
6.	I/We hereby confirm that I/we have submitted the Integrity Pact in original duly signed on all pages.	
7.	I/We hereby confirm that I /we accept the invoking of Security Deposit on weekly basis in the event of delay in utilization of gas beyond offtake window.	

Signature of the Bidder

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

Appendix-4**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 utilization of natural gas from KG-DWN-98/2 field of ONGC in Eastern Offshore Asset.

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.

Appendix-5

(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, EOA Asset,

Kakinada, Dist.: East Godavari

Andhra Pradesh Pin:533003.

Dear Sir,

1. Whereas Oil and Natural Gas Corporation Ltd. Incorporated under the Companies Act, 1956, having its registered office at Deendayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj New Delhi 110070 and one of its offices at ONGC, _____ Asset, _____, Dist.:_____, _____(State) Pin – _____(hereinafter called ONGC' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated an E-bidding for sale of natural gas from KG-DWN-98/2 (any details w.r.t NIO may be included like RFP no., etc.) _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No <in this case it may be unique number being created by mjunction – mjunction to confirm> and Bidder having agreed to furnish as a condition precedent for participation in the said tender a Security Deposit with the said Application in the form of unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures)_____ (Indian Rupees / (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Offer (NIO) and other terms and conditions contained in the Bidding documents supplied by ONGC which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.
2. We _____(Name of the Nationalized Bank) registered under the laws of _____ having head/registered office at _____ (herein after referred to as "The Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by ONGC, the amount of Indian ₹_____ (Indian Rupees _____ only) (in figures and in words) in aggregate at any time without any demur and recourse and without ONGC having to substantiate the demand. Any such demand made by ONGC shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.
3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

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

(Signature)

Full name, designation and

Official address (in legible letter)

With Bank stamp.

(Attorney/Authorization No. of Signing Authority)

Date _____

WITNESS NO. 1

(Signature)

Full name and official address

(In legible letters)

WITNESS NO. 2

(Signature)

Full name and official address

(In legible letters)

Note:

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

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE TOWARDS SECURITY DEPOSIT (SD)

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper/franking receipt as per stamp duty applicable at the place where RFP has emanated. The non-judicial stamp paper/franking receipt should be either in name of the issuing Bank or the bidder.
2. The expiry date, as mentioned in clause 5 & 6 should be arrived at by adding 365 days to the date of publication of NIO.
3. The Bank Guarantee by Indian bidders will be given from Nationalized/Scheduled Banks only.

Appendix-6**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,
Eastern Offshore Asset, Kakinada ,
Dist.: East Godavari, Pin533003.

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 (Fourteen days) Gas cost as per provision of the RFP.
3. All bank charges including negotiation/ handling and interest charges will be borne by the opener of Letter of Credit i.e. Bidder/buyer.
4. If the payment to ONGC/ONGC banker is not made at sight of documents, interest @ SBI Base Rate plus 6 % (six percent) per annum compounded quarterly for each day payments are overdue until paid, shall be charged.
5. Payment against the Letter of Credit shall be released immediately on presentation of duly signed invoice/provisional invoices/ debit notes in duplicate by ONGC.
6. This unconditional irrevocable Letter of Credit is available for negotiation directly with the issuing Bank/Branch or through ONGC's bankers without recourse to the drawer.

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)



Appendix-7

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

Dated: _____

To,

The Asset Manager,
ONGC, EOA Asset,
Kakinada, Dist.: East Godavari
Andhra Pradesh Pin:533003.

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:

Note: This form should be uploaded along with offer.



Appendix -8

Undertaking regarding statutory/ regulatory compliances prior to commencement of gas off-take

(On company letter head)

Dated: _____

To,

The Asset Manager,

ONGC, EOA Asset,

Kakinada, Dist.: East Godavari

Andhra Pradesh Pin:533003.

Dear Sirs,

We have read the terms and conditions provided in the RFP and GSA regarding obligation of the bidder to obtain all the necessary statutory/regulatory clearance for the proposed gas usage.

We agree and undertake that we will obtain all the necessary statutory/regulatory compliances before commencement of gas offtake and will furnish an undertaking as per Appendix 8A of the RFP confirming that we have obtained all necessary statutory / regulatory compliances and approvals before commencement of the gas offtake. We also confirm that we will hold harmless and indemnify ONGC against any loss, damage, notice, prosecution etc arising out of commencement of gas by ONGC relying on the undertaking furnished by us.

We also agree and undertake that any delay in gas offtake due to statutory/regulatory clearances will attract forfeiture of SD as per the conditions of this RFP and GSA.

FAX NO:

TELEPHONE No:

Yours faithfully,

PERSONAL ATTENTION OF:

(IF REQUIRED)

(Customer)

Name:

Designation:



Appendix -8A

Undertaking regarding statutory/ regulatory compliances prior to commencement of gas off-take

(On company letter head)

Dated: _____

To,

The Asset Manager,

ONGC, EOA Asset,

Kakinada, Dist.: East Godavari

Andhra Pradesh Pin:533003.

Dear Sirs,

We have read the terms and conditions provided in the RFP and GSA regarding obligation of the bidder to obtain all the necessary statutory/regulatory clearance for the proposed gas usage.

We confirm that we have obtained all the necessary statutory/regulatory compliances and approvals for commencement of gas offtake as per terms of RFP and GSA. We further confirm that we will hold harmless and indemnify ONGC against any loss, damage, notice, prosecution etc arising out of commencement of gas by ONGC relying on the undertaking furnished by us.

FAX NO:

TELEPHONE No:

Yours faithfully,

PERSONAL ATTENTION OF:

(IF REQUIRED)

(Customer)

Name:

Designation:

Note: This Undertaking to be submitted before commencement of gas supply.



Appendix-9

Declaration regarding banning order

(On company letter head)

Dated: _____

To,

The Asset Manager,
ONGC, EOA Asset,
Kakinada, Dist.: East Godavari
Andhra Pradesh Pin:533003.

Sub: Declaration regarding banning order.

Dear Sirs,

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

FAX NO:

TELEPHONE No:

PERSONAL ATTENTION OF:

(IF REQUIRED)

Yours faithfully,

(BIDDER)

Note: This form should be uploaded along with offer.

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 : -----