

# **SELAN OIL EXPLORATION LIMITED**



## **Request for Proposal**

**For**

**Sale of Gas from Karjisan Field**

**RFP No: SELAN /NGSALE – Karjisan /23-24/01**

**E-Bidding Partner**

**M/s mjunction services ltd.**

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# SECTION A

## 1. Overview

Selan Oil Exploration Limited (Selan) is the Operator of the Karjisan Oil & Gas field is located at Village– Karjisan, Tal Kadi, District – Mehsana, Gujarat.

Selan has entered into a Production Sharing Contract dated 16 Feb 2004 with Government of India, as amended from time to time, in respect of the Contract Area Karjisan. Selan shall be referred to as Seller, in context of this RFP.

Selan invites offers from Interested Parties for purchase of Natural Gas from Karjisan field on fall-back and as is where is basis of 13000 SCMD.

The delivery point for sale of this Gas shall be the outlet flange of the Gas Collecting Station (GCS) installed within the boundaries of Karjisan field. This sale of Natural Gas will be on Fall-back and as is where is basis and in accordance with the applicable guidelines announced by MoPNG from time to time and provisions of the Production Sharing Contract of Karjisan field.

In case of additional gas is available on temporary basis, the same shall be allocated to successful Bidder(s) on 'first come first serve' basis at H1 rate (highest bid rate).

*(The abovementioned activity will be done offline)*

In order to comply with Govt. of India's notification pertaining to 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 03rd December 2020, SELAN has appointed M/s mjunction services limited as an independent agency empanelled by Directorate General of Hydrocarbons ("DGH"), to conduct bidding process for the sale of natural gas through an online web based electronic bidding platform which is available at <https://eps.buyjunction.in/gasbidding>. M/s mjunction services limited would herein after be called as the Empanelled Agency.

Through this Request for Proposal ("**RFP**") dated January 17<sup>th</sup>, 2024, SELAN invites offers from Interested Parties willing to offtake natural gas volumes available for offtake from the Karjisan Field as per the terms and conditions of this RFP and the Gas Sales Contract (GSC). SELAN reserves the right to amend or introduce changes in the Tender Documents (RFP and GSC) at any time prior to the Bid Submission Due Date.

Interested Parties ("**Bidders**"), meeting Eligibility Criteria mentioned in this RFP and willing to undertake unconditional acceptance of terms of the Gas Sales Contract appended with this RFP, are requested to participate in the Bidding process by submitting their Bid as per provisions of this RFP.

## 2. Gas Field and Terms on Offer

Sr. No	Parameter	Particulars
1.	Name of the Field	Karjisan
2.	Gas quantity offered for sale	Total Quantity on Offer: 13000 SCMD
3.	Term	1 year (From 1 <sup>st</sup> March 2024 till 28 <sup>th</sup> February 2025)
4.	Typical Calorific Value	9439 Kcal/SCM
5.	Delivery Point	Village – Karjisan, Tal Kadi, District – Mehsana, Gujarat
6.	Delivery Pressure	As is where is basis. Not more than 2.5 bar.
7.	Pricing Formula: Applicable	<ul style="list-style-type: none"> <li>• <b>Reserve Gas Price + quoted “P”.</b> Reserve Gas Price: “Domestic Natural Gas Price” for any month shall be 10% of Indian Crude Basket Price as notified by Petroleum Planning and Analysis <ul style="list-style-type: none"> <li>• Cell (PPAC) from time to time The Sales Gas Price shall be subject to a Cap of 10\$/ MMBtu.</li> <li>• The Sales Gas Price shall be subject to a Floor Price of 7.9 \$/ MMBtu.</li> </ul> </li> <li>• Bidders are required to quote Premium “P” over the Reserve Gas Price as Commercial Price Bid in USD/MMBTU.</li> <li>• The Applicable Gas Price shall be on Gross Calorific Value basis (GCV basis)</li> </ul>
8.	Tentative date of SELAN’s readiness to supply gas	From 1 <sup>st</sup> March 2024
9.	Condition of gas availability	Fall-back basis and as is Where is basis
10.	Offtake Start Date	From 1 <sup>st</sup> March 2024

- a) The Gas will be offered for a fixed term of 1 year from 1<sup>st</sup> March 2024 till 28<sup>th</sup> February 2025. The term will start from the execution of GSC.
- b) Successful Bidder shall be required to commence offtake of Allotted Gas Quantity on or before the readiness date.
- c) Tender Process shall be considered complete on signing of Gas Sales Contract between the successful Bidder(s) and SELAN.
- d) The successful Bidder(s) shall undertake unconditional acceptance of the terms of the GSC by digitally signing and uploading the GSC.
- e) It is the responsibility of the successful bidder to complete the signing of GSC and adhere to all the terms and conditions mentioned in this RFP.

### 3. Instructions to Bidders

#### 3.1. General Instructions

- 3.1.1. Bidders must review the RFP document including all instructions, forms, terms, specifications, conditions, drawings, etc. and GSC and ensure that the offer being submitted is as per provisions of the RFP. SELAN retains the right to modify the terms of the RFP, GSC or any of the sections/ attachments/formats at any time prior to bid submission due date.
- 3.1.2. Failure to furnish all or any information required by the RFP or submission of an offer/Bid not responsive to the RFP in every respect may result in the rejection of the Bid. Bidders shall be deemed to have understood and taken into account all the terms and conditions prescribed in the Tender Documents.
- 3.1.3. Bidder must review the RFP and GSC before providing details on the Commercial Bid as specified in this RFP. Bidders shall be deemed to have understood and unconditionally accepted all the terms and conditions prescribed in the RFP and GSC on submission of the Bid.
- 3.1.4. Once a Bid is submitted no changes will be permitted to be made by the Bidder after the bid due date is over except in relation to clarifications sought by SELAN / mjunction on the Bid.
- 3.1.5. Bidders should indicate in their proposal the legal entity which will be executing the GSC. The Bid shall be duly signed and sealed by the Authorized Representative of the Bidder's Organization/company.
- 3.1.6. Bidders may seek any clarifications with respect to the RFP and GSC within the timelines mentioned in Section 5 of the RFP. The requests for clarifications can be sent to E mail: [selanebidding@mjunction.in](mailto:selanebidding@mjunction.in).
- 3.1.7. Submission of Bid in any stage of the Bidding Process will not give any prescriptive right to the participant for the allocation of gas.

#### 3.2. Eligibility Criteria

- 3.2.1. Submission of the bid should be from users of gas, existing as well as new industries. There is no 'Sectoral Priority' and bids from all existing as well as new industries will be treated at par.
- 3.2.2. The Bidder, if successful, shall submit an undertaking (as per format placed at Annexure II) 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/gas sales. The successful Bidder would hold harmless and Indemnify Sellers against any loss, damage, notice, prosecution etc arising out of commencement of gas by SELAN relying on the undertaking furnished by the successful Bidder.
- 3.2.3. Seller/s shall not be liable for the failure of the bidder/s to obtain any statutory/regulatory clearances. The bidder shall submit an Undertaking in the format prescribed at EXHIBIT-1 of the RFP for the above compliances.

#### 3.3. IT Requirement for Bidding

- 3.3.1. Bidder should have a laptop or desktop with a decent internet connection (10mbps and above).
- 3.3.2. E-Portal shall be best viewed in Internet Explorer 9.0. Microsoft Edge / Google Chrome. If bidder/s are using Internet Explorer 10 or above then compatibility view is to be enabled which is available under the Tools menu.

- 3.3.3. 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
- 3.3.4. Bidder/s may please refer to the 'Browser Setup' tab for details.
- 3.3.5. Bidder/s may send an email to [selanebidding@mjunction.in](mailto:selanebidding@mjunction.in) or call the helpdesk (mentioned in the portal) if they face any difficulties in registration and setting up DSC.

### 3.4. Registration and DSC Mapping

- 3.4.1. The portal will be available for registration on a date specified in Section 5 of this RFP. Every Bidder would be required to fill out a small registration form and will have to enter his/her name, designation, contact number, organization name, PAN number of organization, 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 the authorized person of the bidding organization. The DSC should be issued to the email address of the authorized person and the same should be used for registering on the platform.

### 3.5. Submission of Bids

Bidders are required to submit the bid in the online gas bidding portal only, links:  
<https://eps.buyjunction.in/gasbidding>.

### 3.6. Bid Validity Period

The Bidders bid shall be valid for a period of Ninety (90) days from the Bid Submission Due Date. SELAN however reserves the right to extend validity period as may be required subject to a period of further three (3) months. In the event of extension of the validity period of the Bidders bids, all other terms and conditions including the provisions relating to Bank Guarantee (if applicable) shall also continue to be valid for the period of such extension and the Bidder shall duly make efforts to ensure that this is complied with and shall bear any costs in this regard.

### 3.7. Right to accept or reject Bids

SELAN may, at its discretion, reject any Bid or all Bids received or may accept any Bid which, in SELAN's sole judgment, is acceptable to SELAN.

### 3.8. Signing of Gas Sales Contract:

The successful Bidder(s) shall undertake unconditional acceptance of the terms of the GSC by digitally signing and uploading the GSC. The signed GSC shall be submitted along with the Bid.

### 3.9. Use of English Language

All correspondence, documentation and drawings shall be in the English Language.

## 4. Bidding Process

The overall bidding process will be conducted in two phases – pre-qualification phase and e-auction/ competitive bidding phase. The detailed activities in these two phases have been outlined below:

### a) Phase 1 – Pre-qualification

**4.1.1. Publishing of bidding documents:** To apprise potential Bidders of the auction process, the RFP (Request for Proposal) and draft GSC, 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.

**4.1.2. Clarifications to Bidders' queries:** Bidders would be able to send their queries to the designated, email address ([selanebidding@mjunction.in](mailto:selanebidding@mjunction.in)) before. The clarification to all the queries would be hosted on the e-portal.

**4.1.3. Registration on the e-auction portal:** After the last date of submission of bid documents (as mentioned in Clause 5 of this RFP), all the qualified bidders who have submitted their documents for technical evaluation will be provided with the login credentials of the e-auction portal.

**4.1.4. Document upload for Technical Evaluation:** The Bidders would be required to submit the documents as per list of documents specified below for technical evaluation. The documents would be required to be duly digitally signed and uploaded on the portal before the bid due date specified in Clause 5 of this RFP. Each Bidder will be required to upload the following documents on the portal:

- (i) be required to submit a copy of the Registration/Incorporation certificate for companies, LLPs, co-operative societies, or partnership deeds in case of partnership firms.
- (ii) be engaged in the business that involves the consumption of natural gas;
- (iii) be required to submit Power of Attorney or Letter from the Board/ Board Resolution of the Bidding Company authorizing a representative as Authorized Signatory for the purpose of participating in the Bidding Process;
- (iv) be able to demonstrate positive net worth as on March 31, 2023 For this purpose, the bidder shall be required to submit a Chartered Accountant certificate;
- (v) be required to submit the previous 2 years' audited Financial Statements of the Bidding Company along with the Bid; Or
- (vi) be required to provide the previous 2 years' audited Financial Statements of the Parent Company along with the Bid in absence of the Financial Statements of the Bidding Company.
- (vii) Each of the foregoing documents should be digitally signed by the Bidder's Authorized Representative prior to submission.
- (viii) The Bidder, if successful, shall submit an undertaking (as per format placed at EXHIBIT-2) 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 Sellers against any loss, damage, notice, prosecution, etc., arising out of commencement of gas supply by Sellers relying on the undertaking furnished by the successful Bidder. Sellers 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 EXHIBIT- 1 of the RFP for above compliances.
- (ix) be able to lay pipeline from their unit upto Delivery Point prior to Offtake Start Date. An undertaking is required to be submitted along with Technical Bid.

**4.1.5. Notification to eligible Bidders by the e-auction agency:** After the evaluation of the documents, the e-auction agency shall, by email, inform all eligible Bidders of their advancement

to next phase of the bidding process with auction URL on the date specified in Section 5 of this RFP.

## b) Phase 2 - Competitive Bidding

**4.1.6. Mock run-on competitive e-bidding:** Prior to the E-Bidding Date, the e-auction agency shall organize a mock run of the E-Bidding Process to help Bidders familiarize themselves with the features of the E-Portal. Such mock run shall be held on a predetermined date as specified in Section 5 of this RFP. The e-auction agency shall notify the requisite details for the mock run to relevant Bidders via email. Bidders can either complete the training modules uploaded on the portal or can opt for online training session.

**4.1.7. Competitive e-bidding:**

The bidding will start at a date and time specified in Section 5 of this RFP. The bidding will be of 60 minutes with details of first bid and dynamic bidding as described in Section 6.2.

**4.1.8.** After the end of the e-auction process, Sales Gas will be allocated to the successful Bidder(s) (“Buyer”) based on the allocation criteria and method outlined in Section-7. The Buyer will be accordingly notified over their registered email IDs. Subsequent to this, the Buyer shall:

- i. Execute GSC with the Sellers as per Section-6 for the gas volumes, duration and price allocated to the Buyer. (If any changes are made to the draft GSC during technical queries stage, a modified draft of GSC may be published on e-portal before the start of Phase 2. This final GSC published will be deemed agreed in its entirety by all Bidders and will be used for final signoffs).
- ii. Make necessary evacuation arrangements for offtake of Sales Gas from the Delivery point before the Offtake Start Date as confirmed in the Technical Bid.

## 5. Bidding Schedule

The schedule for the Bidding Process shall be as follows:

Sr.	Particular	Activity Date and Time
1	Publishing NIO, RFP and GSC	17-Jan-2024
2	Last date for submission of queries of bidder	22-Jan-2024
3	Pre-Bid Meeting	24-Jan-2024
4	Start of Bidder registration on the portal	17-Jan-2024 till 2-Feb-2024
5	Last date for bid submission (Technical Bid)	2-Feb-2024
6	Notification to techno-commercially qualified Bidders	13-Feb-2024
7	e-Auction training sessions	14-Feb-2024
8	e-Auction date	15-Feb-2024



## 6. Bid Parameters and Bidding Rounds

To participate in the Bidding Process, each Bidder shall be required to quote valid bids against the following parameters:

### 6.1. Price (Premium “P”)

Bidders shall put in Price Bid as Premium “P” over Reserve Gas Price in USD/MMBTU in the Commercial Price Bid.

Reserve Gas Price = Domestic Natural Gas Price “Domestic Natural Gas Price” for any month shall be 10% of Indian Crude Basket Price as notified by Petroleum Planning and Analysis

- The Sales Gas Price shall be subject to a Cap of 10\$/ mmbtu.
- The Sales Gas Price shall be subject to a Floor Price of 7.9 \$/ MMbtu.
- Applicable Gas Price (on GCV basis) shall be **Reserve Gas Price + quoted “P”**.

Minimum Bid for Premium “P” shall be “0”USD/MMBTU. Premium “P” shall be any positive number in multiple or increment of 0.10 USD/MMBTU.

### 6.2. Tenure

The contract tenure would be for a period of 1 year starting from 1<sup>st</sup> March 2024 till 28<sup>th</sup> February 2025. This will be a non-biddable fixed parameter.

### 6.3. Volume

Gas Volumes which Bidder is willing to offtake. Individual Bidder can bid for gas quantity up to a maximum of 13000 SCMD, with the minimum quantity allowed to bid for being 6000 SCMD and in multiples of 100 SCMD thereafter upto 13000 SCMD. Volume Bid is a biddable parameter throughout the e-auction.

### 6.4. Bidding Rounds

All the techno-commercial qualified bidders are eligible to participate in the e-auction process.

During the e-auction process, the following variable can be modified:

- a) **Starting Price bid:** The starting price bid for the bidding process shall be the one to be quoted during the e-auction.
- b) **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 USD 0.10/MMBTU, and the Bidder can only increase its previous price bid in multiples of the ticker size defined. Starting price bid to be two decimal digits.
- c) **Starting Volume bid:** The starting volume bid for the bidding process shall be the one that is quoted by the Bidder during the e-auction.
- d) **Ticker size for volume bid:** Bidder shall be required to quote Volume bids that it would be ready to offtake. All bids quoted against Volume must comply with the following requirements:
  - (i) Total Available Volume: A total volume of 13000 SCMD would be available for bidding;
  - (ii) Minimum Volume bid: The minimum volume for individual bidder for the bidding process shall be 6000 SCMD;
  - (iii) Maximum Volume bid: The maximum volume for individual bidder for the bidding process shall be 13000 SCMD;

The volume bid can be increased or decreased in multiples of ticker size during the bidding process and ticker size for the volume bid shall be 100 SCMD subject to Minimum/ Maximum Volume bid. The Volume bid can be increased or decreased provided the price bid is increased. However, Bidder shall not be allowed to reduce the Bid volume below the provisionally allocated volume.

- e) All the qualified bidders, during the e-auction process would be able to see the quantity of gas allocated against their quoted bids. However, Bidders would not be able to see the allocated volumes of other bidder/s.
- f) **E-auction rounds and closure:** The key features of the e-bidding round is as follows:
- g) **E-auction Duration:** The total E-auction Process shall be for a period of 60 minutes initially.
- h) **Dynamic e-auction:** The entire e-auction process will be dynamic and will be subject to extensions as per Section-6.4 (i).
- i) **Extension of e-auction Duration:** If a valid bid is received within the last 5 minutes before the close of the e-auction duration and such bid alters the Provisional allocation Quantity determined by the e-Bidding Portal for any of the Bidder, 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.
- j) **E-auction termination:** The E-auction process ends if there is no bid revision in the period specified above of this RFP.

## 7. Determination of Final Allocation Logic

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

7.1. Following steps shall be followed to determine the allocation of gas quantity based on the Commercial Price Bid:

**Step 1:** The Price bid will be arranged in descending order.

**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 Price Bidder for the volume which it has quoted (subject to the maximum volume bid and offered quantity). 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. In case of a tie in quoted Premium "P", and if aggregate volume of gas quoted by the bidders is less than available gas volume, Bidders will get volume allocated as per their quoted volume and if aggregate volume of gas quoted by these bidders is more than available gas volume, available gas volume shall be pro-rated amongst tied Bidders as per their quoted quantity. In such a case of rounding off to happen to the nearest lowest integer.

**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 6.4 (g) are met.

**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.

7.2. At the end of the e-auction process, all the successful Bidders would be notified regarding their respective allocated volume. The option shall be given to bidders to surrender the gas allocation if the quantity awarded is less than 6000 SCMD.

7.3. Surrender of gas allocation activities to be executed offline. Such Bidder needs to communicate via email to SELAN at [commercialsale@selan.in](mailto:commercialsale@selan.in) within 1 working day from the notification regarding their respective allocated volume. In case the Bidder fails to notify SELAN of surrendering its allocated gas volumes, the gas shall be deemed to have been allocated.

7.4. Based on the result of the Tender Process, SELAN will issue LOA to the successful Bidders.

## 8. General Guidelines

8.1. A bid, once submitted, shall be binding on the Bidder who has submitted such bid. Each Bidder undertakes to offtake the GSC Quantity as determined at the end of the Bidding Process as per terms of RFP and GSC.

8.2. Each Bidder undertakes to declare its use of the gas to be delivered by the Sellers, in the relevant Bid Formats in this RFP.

8.3. Any attempt by a Bidder to influence the bidding process or the evaluation and determination of Bids shall immediately result in a disqualification of their Bid.

8.4. The outcome of the Bidding Process and the results determined pursuant to the Bidding Process shall be final and binding on all Bidders and shall not be a subject of a dispute under any circumstances.

8.5. Each Bidder represents and acknowledges to the Sellers that it possesses the necessary experience, expertise, and ability to undertake and fulfill its obligations, under all phases involved, in the performance of the provisions of this RFP and the GSC.

8.6. The Sellers reserves the right to withhold or withdraw the Bidding 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 any liability and assigning any reason whatsoever by notice to all Bidders.

8.7. All future amendments, if any, to this RFP and the GSC during the bidding process shall be emailed for notification to all Bidders who have registered on the portal.

8.8. By submitting a bid, each Bidder certifies that:

8.8.1. it has arrived at its Bid without agreement with any other Bidder of this RFP for the purposes of restricting competition or otherwise;

8.8.2. the Bid Parameters submitted have not been disclosed and shall not be disclosed to any other Bidder; 8.8.3. no attempt has been made by it to induce any other Bidder to submit or not to submit a Bid for the purposes of restricting competition; and

8.8.4. no attempt has been made by it to collude with another Bidder in determining its bids or influencing the decisions of other Bidders.

8.8.5. Each Bidder must ensure that its bid is complete in all respects and conforms to all the terms and conditions specified in this RFP.

8.8.6. In case of any conflict between the provisions of this RFP and the GSC, the provisions of the GSC shall prevail.

## 9. 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
<b>General clarification regarding bidding process OR for any kind of Technical Support</b>	<a href="mailto:selanebidding@mjunction.in">selanebidding@mjunction.in</a>
<b>Helpdesk Nos for e-bidding</b>	033-6601-1717 / 033-6603-1747 Rinku Ghosh - 8584008162 Nirmalya Ghosh - 9163348285
<b>Auction Helpline nos</b>	Souvik Ghosh - 9163348134 Arup Basak - 9163348262 Shamima Shabnam – 9163348123 Arijit Paul – 9163348277 Amit Banerjee – 9163348281

# SECTION B

## (Bid Formats)

(To be submitted on company's letterhead, duly signed and stamped in technical bid)

### ANNEXURE I: TECHNICAL BID (TECHNICAL SPECIFICATION FORMAT)

Sl. No.	Details to be provided by the bidder	Bidder's Response
1	Industry/Entity name	
2	Registration Document	
3	Contact Person	
4	Tel No. & Fax No.	
5	Mobile No.	
6	Email ID	
7	Plant Location with address	
8	Running Status of the Plant/Unit: Please specify whether Existing & Operational/ Existing but not in operation / upcoming project/proposed	
9	End product(s)	
10	Batch/Continuous Process	
11	Plant Capacity (mention quantity with unit of measurement)	
12	Based on the usage of gas, please specify sector amongst the following: <ol style="list-style-type: none"> <li>1. Gas based Urea Fertiliser Plant</li> <li>2. LPG Plant</li> <li>3. Power Plant supplying power to the grid</li> <li>4. City Gas Distribution System for domestic and transport sectors</li> <li>5. Steel/Refineries/petrochemicals for feedstock Purpose</li> <li>6. City Gas Distribution for industrial and commercial consumers</li> <li>7. Any other customer for captive and merchant power, feed stock or fuel purpose</li> </ol>	
13	Existing/proposed mode of evacuation of gas from source to the plant/unit including details of pipeline connectivity or any other mode	
	<b>Authorized Representative Name &amp; Designation</b>	_____

**ANNEXURE-II: FORMAT FOR CONFIRMATION ON OFFTAKE OF NATURAL GAS ON THE OFFTAKE DATE**

*(On Company's Letter Head)*

**Date:**

**From:**

[Company's Legal Name & Address]

**To:**

Director– Commercial and Marketing  
8th Floor, Imperia Mindspace,  
Golf Course Extension Road, Gurgaon – 122102,  
Haryana

**SUB: Format for confirming Offtake Date**

Subsequent to our submission of Bid in the RFP No: SELAN/NGSALE – Karjisan /23-24/01,

We \_\_\_\_\_ **(Customer to specify its exact legal name)** having our registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ hereby declare that we can offtake quoted \_\_\_\_\_ gas volume in the Technical Unpriced Bid \_\_\_\_\_ SCMD from the Delivery Point as mentioned in the RFP document on FIRM BASIS within \_\_\_\_\_ days from the date of LOA as confirmed in the Technical Unpriced Bid.

**Name: [Authorised Signatory] Signature:**

**ANNEXURE III: CONFIRMATION TO BE GIVEN BY THE PROSPECTIVE BIDDER**

Following confirmations are to be given by the Bidder by putting a tick (✓) in the last column

<b>Particulars</b>	<b>Confirmation</b>
We hereby confirm that we have read, understood and unconditionally accept the terms of the GSC.	
We hereby confirm that we have read, understood and unconditionally accept the terms of the RFP.	
We hereby confirm to take part in the bidding as per the instructions and process described in this RFP.	
We hereby confirm that all handwritten matter in all the documents submitted are authenticated by us.	
We hereby confirm that the unconditional validity of our bid shall be valid for a period of 120 days from the Bid Submission due Date	
<b>Authorized Representative Name</b>	
<b>Signature</b>	
<b>Designation</b>	

## **EXHIBIT-1: Undertaking regarding statutory/regulatory compliances prior to commencement of gas off-take**

(On company letter head)

Dated: \_\_\_\_\_

To,  
Director– Commercial and Marketing  
8th Floor, Imperia Mindspace,  
Golf Course Extension Road, Gurgaon – 122102,  
Haryana

Dear Sirs,

We have read the terms and conditions provided in the RFP and GSC 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 EXHIBIT-2 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 SELAN against any loss, damage, notice, prosecution etc arising out of commencement of gas by SELAN relying on the undertaking furnished by us.

We also agree and undertake that any delay in gas offtake due on such account would lead to encashment of payment security as mentioned in this RFP.

Yours faithfully,

Signature: (BIDDER)

Name:

Designation:



**EXHIBIT-2: Undertaking regarding statutory/ regulatory compliances prior to commencement of gas off-take**

**(On company letter head)**

Dated: \_\_\_\_\_

To,  
Director– Commercial and Marketing  
8th Floor, Imperia Mindspace,  
Golf Course Extension Road, Gurgaon – 122102,  
Haryana

Dear Sirs,

We have read the terms and conditions provided in the RFP and GSC 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 GSC. We further confirm that we will hold harmless and indemnify SELAN against any loss, damage, notice, prosecution etc arising out of commencement of gas by SELAN relying on the undertaking furnished by us.

Yours faithfully,

Signature: (Customer/Buyer)

Name:

Designation: