

Addendum - 6 to RFP no ONGC/RFP/RJY/ KG-ONN-2003/1 published on 28.03.2024 for sale of 0.06 MMSCMD gas from Nagayalanka NELP Block

Date: 6th May 2024

With reference to ONGC's Request for Proposal (RFP) No ONGC/RFP/RJY/ KG-ONN-2003/1 published on 29.03.2024 for sale of 0.06 MMSCMD gas from Nagayalanka NELP Block, all the interested bidders are requested to note the following highlighted changes in the RFP:

Sl. No.	GSA Section no.	Existing	Proposed modification
1	Clause 2.1 of RFP	The gas quantities offered are from NELP field and ONGC shall make best endeavour to achieve the gas availability profile as projected and it is expected that the actual availability would normally be in a range of + 10% of the indicated profile. The gas will be sold on "as is where is basis", ex-ONGC Installation, is and will be delivered to the Buyer at the Delivery Point as indicated above.	The gas quantities offered are from NELP field and ONGC shall make best endeavour to achieve the gas availability profile as projected and it is expected that the actual availability would normally be in a range of + 10% of the indicated profile. The gas will be sold on "as is where is basis", ex-ONGC Installation, is and will be delivered to the Buyer at the Delivery Point as indicated above on reasonable endeavour basis.
2	Clause 6.1.3 of RFP	Bidder is required to quote the non zero Premium over Reserve Gas Price i.e., "P", which would be a premium over the Reserve Gas Price. During the e-auction, the "P" can be made in the increment of USD 0.1 /MMBTU. During the e-auction process, only upward increments of the price shall be allowed and it cannot be decreased.	Bidder is required to quote the non zero Premium over Reserve Gas Price i.e., "P", which would be a premium over the Reserve Gas Price. During the e-auction, the "P" can be made in the increment of USD 0.01 /MMBTU . During the e-auction process, only upward increments of the price shall be allowed and it cannot be decreased.

3	Clause 6.5.2 B of RFP	Starting price bid: The starting price bid for the bidding process shall be USD 0.1/MMBTU. Each bidder shall be required to enter bids that are higher than or equal to the starting price bid. Any bids lower than such starting price bid shall not be accepted by the system on the e-auction portal	Starting price bid: The starting price bid for the bidding process shall be USD 0.01/MMBTU . Each bidder shall be required to enter bids that are higher than or equal to the starting price bid. Any bids lower than such starting price bid shall not be accepted by the system on the e-auction portal
4	Clause 6.5.2 C of RFP	Ticker size for price bid: During the e-auction, bidders will be permitted to increase the price bid and the price bid cannot be decreased. The minimum increment ticker size for the price bid shall be USD 0.1/MMBTU, and the bidder can only increase its previous price bid in multiples of the ticker size.ii) Quantity of Gas, up to the DCQ for the relevant day of the month, not taken due to Scheduled Outage pursuant to Article 8; plus	Ticker size for price bid: During the e-auction, bidders will be permitted to increase the price bid and the price bid cannot be decreased. The minimum increment ticker size for the price bid shall be USD 0.01/MMBTU , and the bidder can only increase its previous price bid in multiples of the ticker size.ii) Quantity of Gas, up to the DCQ for the relevant day of the month, not taken due to Scheduled Outage pursuant to Article 8; plus
5	Clause 5.1 (d) of RFP	Security Deposit as per Clause 5.2.	Deleted
6	Clause 5.2 of RFP	Entire clause	Deleted
7	Clause 6.3.2 (c) of RFP	Bidder to submit Security Deposit, as mentioned in Clause 5.2 of the RFP.	Deleted
8	Clause 6.3.2 (d) (viii) of RFP	Security Deposit as prescribed in Clause 5.2 of this RFP.	Deleted
9	Clause 6.3.2 (d) (xi) of RFP	Confirmation regarding invoking of Security Deposit as per Appendix-11.	Deleted
10	Clause 6.3.6 of RFP	ONGC/ the Empanelled Agency reserves the right not to proceed with the evaluation of the Techno-Commercial	ONGC/ the Empanelled Agency reserves the right not to proceed with the evaluation of the Techno-Commercial

		Bid at any time without notice or liability to any bidder and to reject any or all Techno-Commercial Bids received without assigning any reasons. In such an event, the Security Deposit shall be returned to the respective bidders within 7 working days after ONGC/ Empanelled Agency's decision to not proceed with such techno-commercial evaluation.	Bid at any time without notice or liability to any bidder and to reject any or all Techno-Commercial Bids received without assigning any reasons. In such an event, the Security Deposit (if applicable) shall be returned to the respective bidders within 7 working days after ONGC/ Empanelled Agency's decision to not proceed with such techno-commercial evaluation.
11	Clause 6.3.9 of RFP	Bids made without Security Deposit(s).	Deleted
12	Clause 6.5.5 of RFP	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 along with highest price at which provisional allocation is being made in accordance with Clause 6.6. Once the e-auction starts, a pre-defined period of the first 60 minutes shall be considered as the "First Bid Period". Each bidder is required to submit quotes for all the biddable parameters (i.e., Price and Scheduled Delivery Commencement Date and volume) during the First Bid Period. Only bidders who have submitted valid bid(s) during this First Bid Period shall continue to participate in the remaining period of the e-auction. A bidder who fails to submit a valid bid during the First Bid Period will not be able to participate further in the e-auction.	All the qualified bidders, during the e-auction process would be able to see the quantity of gas allocated on reasonable endeavour basis out of initially quoted quantity against their quoted price along with highest price at which provisional allocation is being made in accordance with Clause 6.6. Once the e-auction starts, a pre-defined period of the first 60 minutes shall be considered as the "First Bid Period". Each bidder is required to submit quotes for all the biddable parameters (i.e., Price and Scheduled Delivery Commencement Date and volume) during the First Bid Period. Only bidders who have submitted valid bid(s) during this First Bid Period shall continue to participate in the remaining period of the e-auction. A bidder who fails to submit a valid bid during the First Bid Period will not be able to participate further in the e-auction.

13	Clause 6.6.3 of RFP	<p>At the end of the e-auction process (subject to Clause 6.6.7 of this RFP), all the successful bidders would be notified regarding their respective provisional allocated volume ("Provisional Allocation"). As mentioned in Clause 5.2.6 above, in case the Provisional Allocation to any bidder varies from the minimum biddable quantity of 5000 SCMD in line with clause 6.1.6, the bidder will be required to submit a Security Deposit of revised value which will be computed on the basis the Provisional Allocation and the overall price at which the Provisional Allocation has been made to the bidder during the e-auction (and this price shall be computed basis the Reserve Gas Price prevailing at the time of Provisional Allocation) and the RBI Reference Rate in the month previous to the Provisional Allocation . The revised amount of Security Deposit would be notified to such bidders by ONGC/ Empanelled Agency, and such bidders would be required to submit the revised amount of Security Deposit, within 7 days of ONGC notifying the Provisional Allocation. Any failure on the part of the bidder to respond/accept the Provision Allocation and/or furnish the revised Security Deposit within the stipulated timelines will lead to the bidder being disqualified from the tender/ e-auction process and the original Security Deposit submitted along with the Techno-Commercial Bid will be forfeited</p>	<p>At the end of the e-auction process (subject to Clause 6.6.7 of this RFP), all the successful bidders would be notified regarding their respective provisional allocated volume ("Provisional Allocation"), which will be on reasonable endeavour basis.</p>
14	Clause 6.6.4 of RFP	<p>After the revised Security Deposit has been furnished by the bidders, to the satisfaction of ONGC and prior to the expiry of the bid validity period, ONGC will notify the successful bidders in writing by email to be confirmed in writing by letter that its bid has been accepted and issue the NOA to the successful bidders tentatively 7 number</p>	<p>After the revised Security Deposit (if applicable) has been furnished by the bidders, to the satisfaction of ONGC and prior to the expiry of the bid validity period, ONGC will notify the successful bidders in writing by email to be confirmed in writing by letter that its bid has been accepted and issue the NOA to the successful</p>

		of days from submission of the revised Security Deposit. The NOA will constitute the formation of the contract between the parties.	bidders tentatively 7 number of days from submission of the revised Security Deposit. The NOA will constitute the formation of the contract between the parties.
15	Clause 6.6.8 (a) of RFP	In case the production of the gas field increases to a higher level than initially expected/advertised as part of the buildup and is expected to remain so on a sustained basis, then additional gas up to maximum of 50% of initially advertised quantity can be offered to existing allottees on the basis of their price bid up to the requirement indicated in their bids, and thereafter to other customers. On notification of such increase in production, the advertised quantity and allottees of the immediate previous tender from the field would only be considered for allocation. This would be done transparently to all connected allottees irrespective of the fact that the bidder has indicated or not the requirement of additional gas in their bid. In case, some of the consumer (s) does not accept the additional allocation, then the gas would be offered to other consumers, if any, on pro-rata basis subject to their acceptance. The bidders would be required to off-take such additional gas within maximum 90 (ninety) days from allocation. Further, the bidder would be required to submit the Security Deposit and payment security for such additional allocation.	In case the production of the gas field increases to a higher level than initially expected/advertised as part of the buildup and is expected to remain so on a sustained basis, then additional gas up to maximum of 50% of initially advertised quantity can be offered to existing allottees on the basis of their price bid up to the requirement indicated in their bids, and thereafter to other customers. On notification of such increase in production, the advertised quantity and allottees of the immediate previous tender from the field would only be considered for allocation. This would be done transparently to all connected allottees irrespective of the fact that the bidder has indicated or not the requirement of additional gas in their bid. In case, some of the consumer (s) does not accept the additional allocation, then the gas would be offered to other consumers, if any, on pro-rata basis subject to their acceptance. The bidders would be required to off-take such additional gas within maximum 90 (ninety) days from allocation. Further, the bidder would be required to submit the Security Deposit (if applicable) and payment security for such additional allocation.
16	Clause 8.7 of RFP	The bids shall be valid for acceptance for the period as	The bids shall be valid for acceptance for the period as

		indicated in Clause 2 above (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof. In exceptional circumstances, prior to expiry of the original bid validity period, ONGC may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Security Deposit correspondingly.	indicated in Clause 2 above (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof. In exceptional circumstances, prior to expiry of the original bid validity period, ONGC may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Security Deposit (if applicable) correspondingly.
17	Clause 8.13 of RFP	After confirmation of the provisional allocation/ issuance of NOA, in case bidder surrenders gas allocation, fails to execute GSA and provide the payment security i.e. the letter of credit under the GSA, then the entire Security Deposit of the bidder will be forfeited and bidder will not be allowed to participate in next two subsequent tenders of ONGC for sale of natural gas or crude oil.	After confirmation of the provisional allocation/ issuance of NOA, in case bidder surrenders gas allocation, fails to execute GSA and provide the payment security i.e. the letter of credit under the GSA, then the entire Security Deposit of the bidder (if applicable) will be forfeited and bidder will not be allowed to participate in next two subsequent tenders of ONGC for sale of natural gas or crude oil.
18	Clause 8.22 of RFP	ONGC reserves the right to reject any bid and appropriate the Security Deposit if at any time, a material misrepresentation is made or uncovered; or the bidder does not provide, within the time specified by	ONGC reserves the right to reject any bid and appropriate the Security Deposit (if applicable) if at any time, a material misrepresentation is made or uncovered; or the bidder does not provide, within the

	<p>ONGC, the supplemental information sought by ONGC for evaluation of the bid. Such misrepresentation/ improper response shall lead to the disqualification of the bidder. If such disqualification/ rejection occurs after the bids have been opened and the selected bidder(s) get disqualified/ rejected, then ONGC reserves the right to annul the tender process and invites fresh bids.</p> <p>In case it is found during the evaluation or at any time before signing of the GSA or after its execution and during the period of subsistence thereof that one or more of the eligibility and /or qualification requirements have not been met by the bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet declared as the buyer either by issue of the NOA or by entering into of the GSA, and if the selected bidder has already been issued the NOA or has entered into the GSA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by ONGC to the selected bidder or the buyer, as the case may be, without ONGC being liable in any manner whatsoever to the selected bidder or the buyer, as the case may be. In such an event, ONGC shall be entitled to forfeit and appropriate the Security Deposit or letter of credit under the GSA, as the case may be, as damages, without</p>	<p>time specified by ONGC, the supplemental information sought by ONGC for evaluation of the bid. Such misrepresentation/ improper response shall lead to the disqualification of the bidder. If such disqualification/ rejection occurs after the bids have been opened and the selected bidder(s) get disqualified/ rejected, then ONGC reserves the right to annul the tender process and invites fresh bids.</p> <p>In case it is found during the evaluation or at any time before signing of the GSA or after its execution and during the period of subsistence thereof that one or more of the eligibility and /or qualification requirements have not been met by the bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet declared as the buyer either by issue of the NOA or by entering into of the GSA, and if the selected bidder has already been issued the NOA or has entered into the GSA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by ONGC to the selected bidder or the buyer, as the case may be, without ONGC being liable in any manner whatsoever to the selected bidder or the buyer, as the case may be. In such an event, ONGC shall be entitled to forfeit and appropriate the Security Deposit (if applicable) or letter of credit under the GSA,</p>
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		prejudice to any other right or remedy that may be available to ONGC under this RFP, the Bidding Documents, the GSA or otherwise.	as the case may be, as damages, without prejudice to any other right or remedy that may be available to ONGC under this RFP, the Bidding Documents, the GSA or otherwise.
19	Appendix 1, Section B, Format of Techno-Commercial Bid, SI No 5 of RFP	Amount of Security Deposit(s) in INR for twelve weeks on reserve price and quoted quantity.	Amount of Security Deposit(s) (if applicable), in INR for twelve weeks on reserve price and quoted quantity.
20	Appendix 1, Section B, Format of Techno-Commercial Bid, SI No 6 of RFP	Details of Security Deposit(s) for twelve week gas supply (e-BG/LC Nos./NEFT, RTGS, Electronic Fund Transfer details & Date)	Details of Security Deposit(s) for twelve week gas supply (e-BG/LC Nos./NEFT, RTGS, Electronic Fund Transfer details & Date) (if applicable)
21	Appendix 1, Section B, Format of Techno-Commercial Bid, Point No 4 of RFP	Security Deposit amount calculated above includes applicable Taxes and Duties.	Security Deposit amount calculated above includes applicable Taxes and Duties (if applicable).
22	Appendix 4, Details of the Bidder of RFP	Details regarding Security Deposit (s): 1. Details regarding Bank Guarantee, amount and Name of Bank. Details regarding irrevocable Letter of Credit (L/C) of required validity, amount and Name of Bank.	Details regarding Security Deposit (s) (if applicable): 2. Details regarding Bank Guarantee, amount and Name of Bank. Details regarding irrevocable Letter of Credit (L/C) of required validity, amount and Name of Bank.
23	Appendix 7 , 8 & 11 of RFP		Deleted
24	Appendix 15, Undertaking regarding statutory/	We further agree and undertake that any delay in gas offtake due to absence of the applicable statutory/regulatory clearances and prior approvals	We further agree and undertake that any delay in gas offtake due to absence of the applicable statutory/regulatory clearances and prior approvals

	regulatory compliances prior to commencement of gas off-take of RFP	from relevant regulatory and governmental authorities, will attract liquidated damages/forfeiture of Security Deposit as per the terms and conditions of this RFP and GSA.	from relevant regulatory and governmental authorities, will attract liquidated damages/forfeiture of Security Deposit (if applicable) as per the terms and conditions of this RFP and GSA.
25	Appendix 18, Undertaking regarding meeting of timelines/milestones and utilizing gas within time period quoted as per Techno-Commercial Bid of RFP	We further understand that in case we are delayed in achieving the above milestone(s) as per timeline promised by us, ONGC reserves the right to invoke/encash/retain the Security Deposit submitted by us and/or cancel our gas allocation. Further, we understand that we would also not be entitled to participate in case tender is re-invited.	We further understand that in case we are delayed in achieving the above milestone(s) as per timeline promised by us, ONGC reserves the right to invoke/encash/retain the Security Deposit (if applicable) submitted by us and/or cancel our gas allocation. Further, we understand that we would also not be entitled to participate in case tender is re-invited.

7. Activity Schedule

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

S. No.	Particular	Activity Date and Time
1	Publishing NIO, RFP and GSA	29/03/2024 at 09:00 Hrs
2	Last date for submission of queries of bidder	05/04/2024 at 09:00 Hrs

3	Pre-bid meeting	08/04/2024 at 11:00 Hrs
4	Bidder training	29/03/2024 to 10/05/2024
5	Start of bidder registration on the e-auction portal	29/03/2024 at 09:00 Hrs to 10/05/2024 till 18:00 Hrs
6	Last date for bid submission (Techno-Commercial Bid) along with documents - under pre-qualification process.	10/05/2024 till 19:00 Hrs
7	Last date of the receipt of Security Deposit	Deleted
8	Notification to techno-commercially qualified bidders	13/05/2024
9	E-Auction training sessions/Mock run	14/05/2024
10	E-Auction Date	15/05/2024
11	E-Auction Duration	11:00 hours IST – 12:30 hours IST on the e-Auction Date.