



GUJARAT STATE PETROLEUM CORPORATION LIMITED

Request for Proposal

For

Sale of Gas from CB/ON-2 Block

RFP No: GSPC/Gas Sales – Tarapur/2022-23/01

E-Bidding Partner

M/s mjunction Services Ltd.

Contents

1. Overview	2
2. Gas Field and Terms on Offer	3
3. Instructions to Bidders	4
3.1. General Instructions	4
3.2. Eligibility Criteria	4
3.3. IT Requirement for Bidding	5
3.4. Registration and DSC Mapping	5
3.5. Submission of Bids	5
3.6. Bid Validity Period	5
3.7. Right to accept or reject Bids	6
3.8. Signing of Gas Sales Contract:	6
3.9. Use of English Language	6
3.10. Bid Bond	6
4. Bidding Process:	7
Phase 1 – Pre-qualification	7
Phase 2 - Competitive Bidding	8
5. Bidding Schedule	9
6. Bid Parameters and Bidding Rounds	9
7. Determination of Final Allocation Logic	11
8. General Guidelines	12
9. Bidding Support	13
(Bid Formats)	14
(To be submitted on company’s letterhead, duly signed and stamped in technical bid)	14
EXHIBIT 2 – NOT USED	21
EXHIBIT-3 Undertaking regarding statutory/ regulatory compliances prior to commencement of gas off-take	22

SECTION A

1. Overview

Gujarat State Petroleum Corporation Ltd. is the Operator of the CB/ON-2 Block located in District: Anand, Gujarat, India. M/s. Oil and Natural Gas Corporation Limited and M/s. GeoGlobal Resources (Barbados) Inc. are the other Joint Venture Partners in this Block.

Gujarat State Petroleum Corporation Ltd ("**GSPC**"), M/s. Oil and Natural Gas Corporation Limited ("**ONGC**") and M/s. GeoGlobal Resources (Barbados) Inc. ("**GGR**") are parties to a Production Sharing Contract dated April 12, 2000 with Government of India, as amended from time to time, in respect of the Contract Area CB/ON-2. GSPC, ONGC and GGR shall be referred to as **Sellers** jointly and individually as Seller, in context of this RFP.

Under this Contract Area CB/ON-2, 3 fields, namely, Tarapur #1, Tarapur #6 and Tarapur #G (**jointly "Tarapur Fields"**), located at Village: Kanwada, Taluka: Tarapur, District: Anand, Gujarat, India, are producing Oil and Natural Gas.

GSPC, as authorised representative of the consortium under CB/ON-2 PSC, invites offers from Interested Parties for purchase of 18,400 SCMD Associated Natural Gas from Tarapur Fields on Fall-back and As is where is basis. Out of 18,400 SCMD gas on offer, 5,700 SCMD gas (Tranche I) shall be available for offtake with Offtake Date as October 01, 2022 and 12,700 SCMD (Tranche II) shall be available for offtake with Offtake Date as October 30, 2022.

- The delivery point for sale of this Gas shall be the outlet flange of the Gas Collection Station (GCS) installed within the boundaries of CB/ON-2 Block.
- This sale of Associated 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 CB/ON-2 Block.

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, GSPC 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 the Empanelled Agency.

Through this Request for Proposal ("**RFP**") dated **08/09/2022**, GSPC invites offers from Interested Parties willing to offtake Tranche I and / or Tranche II volumes available for offtake from the Tarapur Fields as per the terms and conditions of this RFP and the Gas Sales Contract (GSC). GSPC 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	Tarapur Fields of CB/ON-2 Block
2.	Gas quantity offered for sale	Tranche I : For 5,700 SCMD Tranche II : For 12,700 SCMD Total Quantity on Offer: 18,400 SCMD
3.	Term	Till November 22, 2025
4.	Typical Calorific Value	11,400 Kcal/SCM
5.	Delivery Point	Gas Collection Station or “GCS” of Tarapur gas field at Kanawara, Taluka: Tarapur, Dist: Anand, Gujarat
6.	Delivery Pressure	As is Where is Basis. Not more than 5 bar.
7.	Pricing Formula: Applicable Gas Price	Higher of 1) Reserve Gas Price + quoted “P” Or 2) 6.10 USD/MMBTU Reserve Gas Price shall be Domestic Gas Price as notified by PPAC/ MOP&NG, Govt. of India on half-yearly basis for domestically produced gas as per New Domestic Natural Gas Guidelines, 2014 dated October 25, 2014 in USD/MMBTU Bidders are required to quote Premium “P” over the Reserve Gas Price as Commercial Price Bid in USD/MMBTU The Applicable Gas Price shall be on Gross Calorific Value basis (GCV basis)
8.	Marketing Margin	5% of the Applicable Gas Price
9.	Tentative date of GSPC’s readiness to supply gas (as notified from time to time by Sellers)	Tranche I : For 5,700 SCMD: October 01, 2022 Tranche II : For 12,700 SCMD: October 30, 2022
10.	Condition of gas availability	Fall-back basis and As is Where is basis
11.	Offtake Start Date	A maximum period of (a) 30 days from Tentative date (as in (9) above) of GSPC’s readiness to supply gas or (b) as quoted by the Bidder in the Technical Bid for quoted Gas Volumes, whichever is earlier

- a) The Gas will be offered for a fixed term till November 22, 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 Offtake Start Date quoted by such Bidder for allotted gas quantities.
- c) Tender Process shall be considered complete on issuance of Letter of Award (LOA) to successful Bidder(s) by GSPC.
- d) The successful Bidder(s) shall undertake unconditional acceptance of the terms of the GSC by signing each page of the GSC and signature of acceptance/execution by the Authorised Signatory along with Company Seal of the Bidder on the execution page of the GSC annexed hereto at Exhibit-06.
- 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. GSPC 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 except in relation to clarifications sought by GSPC 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 9 of the RFP. The requests for clarifications can be sent to E mail: gspcebidding@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, including reseller of gas. There is no 'Sectoral Priority' and bids from all existing as well as new industries will be treated at par.
- 3.2.2. The Bidder, if successful, shall submit an undertaking (as per format placed at Annexure III) 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 GSPC against any loss,

damage, notice, prosecution etc arising out of commencement of gas by GSPC 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-3 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. 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 gspcebidding@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 Clause 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 One Hundred & twenty (120) days from the Bid Submission Due Date. GSPC 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 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

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

3.8. Signing of Gas Sales Contract:

The successful Bidder(s) shall undertake unconditional acceptance of the terms of the GSC by signing each page of the GSC and signature of acceptance/execution by the Authorised Signatory along with Company Seal of the Bidder on the execution page of the GSC annexed hereto at Exhibit-06. 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.

3.10. Bid Bond

3.10.1. Bidders shall submit the Bid Bond at the time of Bid Submission in the form of Bank Guarantee in Indian Rupees for an amount equivalent to sum of (i) 30 (Thirty) multiplied by total offered quantity for each or both Tranche (i.e. (a) 5700 SCMD for Bidder willing to Bid for Tranche 1 or (b) 12700 SCMD for Bidder willing to Bid for Tranche 2 or (c) 18,400 SCMD for Bidder willing to Bid for both Tranche 1 and Tranche 2) multiplied by Reserve Gas Price and (ii) the applicable Taxes. Buyer shall bear all expenses and bank charges in connection with establishment of such Bid Bond. Exchange Rate for conversion from USD to Indian Rupee shall be the RBI Reference Rate as at 1:30 PM on August 19, 2022 (i.e. 1 USD = 79.7528 INR). Bid Bond shall be valid till 120 days from the Bid Submission Due date.

Reserve Gas Price shall be Domestic Gas Price as notified by PPAC/ MOP&NG, Govt. of India on half-yearly basis for domestically produced gas as per New Domestic Natural Gas Guidelines, 2014 dated October 25, 2014 in USD/MMBTU and the currently applicable Reserve Gas Price is 6.1 US\$/MMBTU.

Bank Guarantee shall be issued in the name of 'Gujarat State Petroleum Corporation Ltd.'. Bank Guarantee Date should not be more than 7 days earlier from Bid Submission Due Date.

Bank Guarantee is required to be provided in the format provided in Exhibit-1 without any deviation. This Bank Guarantee has to be issued from any of the Banks listed in Exhibit-5. The Bidder shall arrange for extension of validity of the Bid Bond if required, in accordance with the conditions of the Tender Document.

Any Bid without Bid Bond or with short amount of Bid Bond or Bid Bond in the form other than specified herein above shall be liable for rejection and shall be considered as non-responsive. The Bid Bond shall be forfeited if:

- a) The Bid is revoked during its validity period or any extension thereof duly agreed by the Bidder;

- b) GSPC accepts the Bidder's Bid and the Bidder refuses to accept the Letter of Award (LOA) or fails to enter into the GSC within 3 days upon issuance of the LOA to such Bidder;
- c) The Bidder fails to submit Payment Security as per terms of the GSC upon issuance of the LOA;

3.10.2. GSPC shall return the Bid Bonds to all unsuccessful Bidders, whose Bid Bonds is not forfeited in accordance with the provision of this RFP, within one (1) month after completion of the Tendering Process.

3.10.3. The Bid Bond of the Successful Bidder shall be returned once the successful Bidder submits Payment Security as per the terms of the GSC and the RFP.

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:

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 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 (gspcebidding@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.
- 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 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 signed and uploaded on the portal before 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 either the consumption or the sale and purchase of natural gas (aggregator/reseller);
 - (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 required to submit Bid Bond in the form of Bank Guarantee (BG) as per provisions of this RFP;
 - (v) be able to demonstrate positive net worth as on March 31, 2022. For this purpose, the bidder

- shall be required to submit a Chartered Accountant certificate;
- (vi) be required to submit the previous 3 years' audited Financial Statements of the Bidding Company along with the Bid; Or
 - (vii) be required to provide the previous 3 years' audited Financial Statements of the Parent Company along with the Bid in absence of the Financial Statements of the Bidding Company.
 - (viii) Each of the foregoing documents should be self-attested by the Bidder's Authorized Representative prior to submission.
 - (ix) The Bidder, if successful, shall submit an undertaking (as per format placed at Exhibit- 3) 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 GSPC against any loss, damage, notice, prosecution, etc., arising out of commencement of gas by GSPC relying on the undertaking furnished by the successful Bidder.
 - (x) GSPC 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- 4 of the RFP for above compliances.

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 Clause 5 of this RFP. The unsuccessful Bidders would also be separately notified, and their BG would be returned to them within 1 month.

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 Clause 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 the offline training session.

4.1.7. **Competitive e-bidding:** The bidding will start at a date and time specified in Clause 5 of this RFP. The bidding will be of 60 minutes with details of first bid and dynamic bidding as described in Clause 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 Clause 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 Clause 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	8-Sep-22
2	Last date for submission of queries of bidder	14-Sep-22
3	Bidder training	9-Sep-22 onwards
4	Start of Bidder registration on the portal	9-Sep-22 onwards
5	Last date for bid submission (Technical Bid)	21-Sep-22 (Till 5 PM)
6	Last date of the receipt of Bid Bond	23-Sep-22
7	Notification to techno-commercially qualified Bidders	26-Sep-22
8	E-Auction training sessions	27-Sep-22 & 28-Sep-22
9	E-Auction date	29-Sep-22 (11.30 AM)

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.

Minimum Bid for Premium "P" shall be 0.10 USD/MMBTU. Premium "P" shall be any positive number in multiple of 0.10 USD/MMBTU. For avoidance of doubt, Reserve Gas Price shall be **Domestic Gas Price as notified by PPAC/ MOP&NG, Govt. of India** on half-yearly basis for domestically produced gas as per Natural Gas Pricing Guidelines, 2014 dated October 25, 2014 in USD/MMBTU.

6.2. Offtake Start Date

During the First bid, each Bidder shall be required to indicate an Offtake Start Date between October 01, 2022 and October 30, 2022 for Tranche 1 and between October 30, 2022 and November 29, 2022 for Tranche-2. Once submitted in the first bid, the Offtake Start Date would freeze, and the Bidders would not be able to change the same in subsequent bids.

6.3. Volume

Gas Volumes which Bidder is willing to offtake.

Bidders shall bid for gas quantity under Tranche I and/or Tranche II up to a maximum of 18,400 SCMD in aggregate, with the minimum quantity allowed to bid for being 1000 SCMD and in multiples of 100 SCMD thereafter upto 18,400 SCMD.

Maximum Biddable Volume under Tranche-I: 5,700 SCMD

Maximum Biddable Volume under Tranche-II: 12,700 SCMD

Volume Bid is a biddable parameter through-out the e-auction.

6.4. Bidding Rounds

- a) All the techno qualified bidders are eligible to participate in the e-auction process. During the e-auction process, the following variable can be modified:
- b) **Starting Price bid:** The starting price bid for the bidding process shall be the one to be quoted during the e-auction. The start bid price to be 0.10 USD/MMBTU.
- c) **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.
- d) **Starting Volume bid:** The starting volume bid for the bidding process shall be the one that is initially quoted by the Bidder.
- e) **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 18,400 SCMD would be available for bidding, 5700 SCMD in Tranche-1 and 12,700 SCMD in Tranche-2;
 - (ii) Minimum Volume bid: The minimum volume for the bidding process shall be 1000 SCMD;
 - (iii) Maximum Volume bid: The maximum volume for the bidding process shall be 18,400 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. 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.

- f) 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.
- g) **E-auction rounds and closure:** The key features of the e-bidding round is as follows:
- h) **E-auction Duration:** The total E-auction Process shall be for a period of 60 minutes initially for each Tranche. Tranche I having quantity 5700 SCMD to be e-auction first, followed by Tranche II having quantity 12700 SCMD with a time gap of 30 minutes between both the e-auctions

- i) **Dynamic e-auction:** The entire e-auction process will be dynamic and will be subject to extensions as per Clause 6.4 (h).
- j) **Extension of e-auction Duration:** If a valid bid is received within the last 5 minutes before the close of the e-auction duration 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.
- k) **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 for each Tranche based on the Commercial Price Bid:

Step 1: The Price bid will be arranged in descending order for each Tranche.

Step 2: The provisional quantity shall be determined as follows:

- A. For each Tranche, Based on the quoted price, the Provisional Quantity shall be determined for the highest Price Bidder for the full 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. For each Tranche, If there is a tie for any valid bids for Gas Price Bid, the E-Portal shall arrange such tied bids in descending order based on the earliest Off-take Start Date. In such case, the Provisional Quantity shall be determined for the highest bid for the earliest Off-take Start Date amongst the tied bids, for the full volume which it has quoted or the available quantity, followed by the next earliest Off-take Start Date under the Offtake Start date for its quoted volume or remaining volume, whichever is lower, and so on until the available volume is fully allocated.
- C. In case of a tie in quoted Premium "P" and Off-Take Start Date, and if aggregate volume of gas quoted by the bidders is less than available gas volume for such Tranche, 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 for such Tranche, available gas volume shall be pro-rated amongst tied Bidders as per their quoted quantity.

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 for each of Tranche. The option shall be given to bidders to surrender the gas allocation if the quantity awarded is less than 1,000 SCMD for any of Tranche.
- 7.3. Surrender of gas allocation activities to be executed offline. Such Bidder needs to communicate via email to GSPC at gasbidding@gspc.in within 1 working day from the notification regarding their respective allocated volume. In case the Bidder fails to notify GSPC 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, GSPC 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 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.
- 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
General clarification regarding bidding process OR for any kind of Technical Support	gspcebidding@mjunction.in
<u>Helpdesk Nos for e-bidding</u>	033-6601-1717 / 033-6603-1747
Auction Helpline nos	Souvik Ghosh - 9163348134 Arijit Paul – 9163348277 Amit Banerjee – 9163348281 Shirshendu De – 9163348247

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: 1. Gas based Urea Fertiliser Plant 2. LPG Plant 3. Power Plant supplying power to the grid 4. City Gas Distribution System for domestic and transport sectors 5. Steel/Refineries/petrochemicals for feedstock purpose 6. City Gas Distribution for industrial and commercial consumers 7. Any other customer for captive and merchant power, feed stock or fuel purpose 8. Natural gas aggregator/Reseller	
13	Existing/proposed mode of evacuation of gas from source to the plant/unit including details of pipeline connectivity or any other mode	
14	I/We agree to offtake mentioned Quantity of Gas (Quantity is variable during E-auction stage, Offtake Start date is not)	For Tranche I : _____ SCMD from _____ as Offtake Start Date
16	I/We agree to offtake mentioned Quantity of Gas (Quantity is variable during E-auction stage, Offtake Start date is not)	For Tranche II : _____ SCMD from _____ as Offtake Start Date

Authorized Representative Name & Designation

Signature & Date

Company Seal

ANNEXURE II: ACCEPTANCE OF APPLICABLE GAS PRICE

The Sales Gas Price shall be calculated in USD/MMBTU terms. Premium "P" over Reserve Gas Price is a biddable parameter.

Applicable Gas Price (on GCV basis) shall be
Higher of

1) Reserve Gas Price + quoted "P"

Or

2) 6.10 USD/MMBTU

Reserve Gas Price shall be Domestic Gas Price as notified by PPAC/ MOP&NG, Govt. of India on half-yearly basis for domestically produced gas as per New Domestic Natural Gas Pricing Guidelines, 2014 dated October 25, 2014 in USD/MMBTU

Reserve Gas Price applicable for period between April 01, 2022 and September 30, 2022 is \$6.10/MMBTU. This Reserve Gas Price shall be revised upon notification by PPAC/ MOP&NG, Govt. of India on half-yearly basis for domestically produced gas as per New Domestic Natural Gas Guidelines, 2014 dated October 25, 2014.

In addition to the Reserve Gas Price, Premium "P" shall be as per the Bid in USD/MMBTU.

We _____ (Customer to specify its exact legal name) having our registered office at _____ and principal place of business at _____ hereby declare that we accept the above mentioned Applicable Gas Price.

We also acknowledge and agree that we shall be liable to pay: (a) Marketing Margin at 5% of the Applicable Gas Price; (b) all taxes, duties and levies on the sale of gas where applicable as per the terms of GSC; and (c) all transportation tariffs and charges and any taxes, duties and levies thereon as applicable, to the relevant transporters, if any.

Authorized Representative Name & Designation

Signature & Date

Company Seal

ANNEXURE-III: 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:

General Manager - Commercial

Gujarat State Petroleum Corporation Ltd.

GSPC Bhavan, Behind Udyog Bhavan, Sector No -11,

Gandhinagar - 382 010, Gujarat, India.

Tel: (Office) +91-79-66701005

SUB: Format for confirming Offtake Date

Subsequent to our submission of Bid in the RFP No: _____,

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 under Tranche I and _____ SCMD under Tranche II from the Delivery Point as mentioned in the RFP document on FIRM BASIS on _____ **(Offtake Start Date for Tranche 1)** and _____ **(Offtake Start Date for Tranche 2)** confirmed in the Technical Unpriced Bid.

Name: [Authorised Signatory] Signature:

Date:

Company Seal

ANNEXURE IV: 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

Particulars	Confirmation
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	

Authorized Representative Name

Signature

Designation

Company Seal

EXHIBIT 1 - PRO-FORMA OF BANK GUARANTEE towards Bid Bond

Ref No.

Bank Guarantee No.

Dated

To,

GUJARAT STATE PETROLEUM CORPORATION LIMITED

GSPC Bhavan, Sector-11,

Behind Udyog Bhavan, Gandhinagar - 382010

Dear Sir,

1. Whereas Gujarat State Petroleum Corporation Ltd. incorporated under the Companies Act, 1956, having its registered office at GSPC Bhavan, Sector-11, Behind Udyog Bhavan, Gandhinagar – 382010, Gujarat, (hereinafter called 'GSPC' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a RFP for sale of natural gas from CB/ON-2 Block (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 against RFP no. *<The RFP No. to be entered >* and Bidder having agreed to furnish as a condition precedent for participation in the said tender a Bid Bond 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 GSPC 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 GSPC, the amount of Indian ₹ _____ (Indian Rupees _____ only) (in figures and in words) in aggregate at any time without any demur and recourse and without GSPC having to substantiate the demand. Any such demand made by GSPC 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 Ahmedabad.
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 GSPC under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of GSPC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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)

Note:

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE TOWARDS Bid Bond

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. The expiry date, as mentioned in clause 5 & 6 should be arrived at by adding 120 days to Bid Submission Due Date.
2. As per GR of Government of Gujarat, bidders are required to submit the bank guarantee from any of the banks listed in Exhibit-5.

WITNESS NO. 2

(Signature)

Full name and official address

(In legible letters)

EXHIBIT 2 – NOT USED

EXHIBIT-3 Undertaking regarding statutory/ regulatory compliances prior to commencement of gas off-take

(On company letter head)

Dated: _____

To,

GUJARAT STATE PETROLEUM CORPORATION LIMITED

GSPC Bhavan, Sector-11,

Behind Udyog Bhavan, Gandhinagar - 382010

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-4 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 GSPC against any loss, damage, notice, prosecution etc arising out of commencement of gas by GSPC 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 & date: (BIDDER)

Name:

Designation:

Company Seal

EXHIBIT-4 Undertaking regarding statutory/ regulatory compliances prior to commencement of gas off-take

(On company letter head)

Dated: _____

To,
GUJARAT STATE PETROLEUM CORPORATION LIMITED
GSPC Bhavan, Sector-11,
Behind Udyog Bhavan, Gandhinagar - 382010

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 GSPC against any loss, damage, notice, prosecution etc arising out of commencement of gas by GSPC relying on the undertaking furnished by us.

Yours faithfully,

Signature & date: (Customer/Buyer)

Name:

Designation:

Company Seal

EXHIBIT-5 : List of banks for submission of bank guarantee**Annexure I.**

Finance Department, GR. No.: EMD/4/2022/0002/DMO

Date: 20/05/2022


(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ **All Nationalized Banks**

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2023. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

- A U Small Finance Bank
- Ahmedabad Mercantile Co-Operative Bank Limited
- Axis Bank
- City Union Bank
- DBS Bank India Limited
- DCB Bank
- Equitas Small Finance Bank
- Federal Bank
- HDFC Bank
- ICICI Bank
- IndusInd Bank
- Kalapur Commercial Co-Operative Bank Limited
- Kotak Mahindra Bank
- Nutan Nagrik Sahakari Bank Limited
- Rajkot Nagarik Sahakari Bank Limited
- RBL Bank
- Saraswat Co-operative Bank
- Saurashtra Gramin Bank
- Standard Chartered Bank
- Tamilnadu Mercantile Bank
- The Gujarat State Co-Operative Bank
- The Mehsana Urban Co-operative bank Limited
- The Surat District Co-operative Bank
- The Surat Peoples Co-Operative Bank
- Ujjivan Small Finance Bank

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.


(Dr. A.T. Saiyad)

Section Officer

Finance Department

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CUT-OUT SLIP-1**THIS IS ENVELOPE CONTAINING BID BOND****Client : Gujarat State Petroleum Corporation Ltd.****RFP NO.: GSPC/Gas Sales – Tarapur/2022-23/01****RFP Title: Sale of Gas from CB/ON-2 Block****Bid Due Date: 23rd September, 2022 up to 15.00 Hrs (IST)**

From: Bidder's Details	To: Mr. Devendra Agarwal GM (Commercial) Gujarat State Petroleum Corporation Ltd. 6 th Floor, North wing, GSPC Bhavan, Behind Udyog Bhavan, Sector-11, Gandhinagar-382010, India Tel: +91-79-6670 1005 Fax:+91-79-2323 6375
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(To be pasted on the outer envelope containing BID BOND)

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