



GUJARAT STATE PETROLEUM CORPORATION LIMITED

Request for Proposal
for
Sale of Gas
from
CB-ONN-2002/3 Block

RFP No.: GSPC/Gas Sales – Sanand/2024-25/01

E-Bidding Partner
M/s mjunction services ltd.



CONTENTS

1. OVERVIEW.....	2
2. GAS FIELD AND TERMS ON OFFER.....	3
3. INSTRUCTION TO BIDDERS	4
4. BIDDING PROCESS	8
5. BIDDING SCHEDULE.....	10
6. BID PARAMETERS	10
7. BID EVALUATION AND ALLOCATION OF GAS QUANTITY	12
8. GENERAL GUIDELINES	12
9. BID FORMATS.....	14

1. OVERVIEW

Gujarat State Petroleum Corporation Ltd. is the Operator of the CB-ONN-2002/3 Block located at Ahmedabad, Gujarat, India. Sanron Energy Private Limited (SEPL), Hindustan Petroleum Corporation Limited (HPCL) and GeoGlobal Resources Inc. (GGR) are other Joint Venture Partners in the Block.

Gujarat State Petroleum Corporation Ltd (**"GSPC"**) along with above Partners are parties to a Production Sharing Contract dated February 06, 2004 with Government of India, as amended from time to time, in respect of the Contract Area CB-ONN-2002/3. GSPC, SEPL, HPCL and GGR shall be referred to as **"Sellers"** jointly and individually as **"Seller"**, in context of this RFP.

Under this Contract Area CB-ONN-2002/3, **Sanand Part A ['Manipur'] Field**, located at Manipur, District: Ahmedabad, Gujarat, India, is producing Oil and Natural Gas.

GSPC, as authorised representative of the consortium under CB-ONN-2002/3 PSC, invites offers from Interested Parties for purchase of 2000 SCMD Associated Natural Gas from Manipur Field on Fall-back and 'as is where is' basis for a term of three (3) years from the date of commencement of Gas supply. The gas on offer, is available for offtake on immediate basis; however, an Offtake Window of maximum 180 days from the date of the issuance of the letter of award (LOA), is being allowed for facilitating interested Bidders to make arrangement for commencing Gas offtake.

- The delivery point for sale of this Gas shall be the outlet of SE#3 QPS (Quick Production System) of Sanand Part A field at Manipur, Ahmedabad, within the boundaries of CB-ONN-2002/3 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-ONN-2002/3 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> and link of this e-auction portal is also available at GSPC, and/or <https://auction.coaljunction.com> websites. M/s mjunction Services Limited would herein after be called the Empanelled Agency.

Through this Request for Proposal (**"RFP"**) dated **18th April'24**, GSPC invites offers from Interested Parties willing to purchase and offtake 2000 SCMD Gas on Fall back and as is where is basis from the Manipur Field 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 GSC execution.

Interested Parties (“Bidders”), meeting Eligibility Criteria mentioned in this RFP and willing to undertake unconditional acceptance of terms of the GSC 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	Sanand Part A Field of CB-ONN-2002/3 Block
2.	Gas quantity offered for sale	2000 SCMD
3.	Term	For three (3) years from the commencement of Gas supply
4.	Typical Calorific Value	9,299 Kcal/SCM
5.	Delivery Point	SE#3 QPS (Quick Production System) of Sanand Part A field at Manipur, Ahmedabad, Gujarat
6.	Delivery Pressure	Not more than 4 bar (on ‘as is where is’ basis).
7.	Applicable Gas Price	<p>Applicable Gas Price (on GCV basis), rounded to 2 decimal places, shall be calculated as higher of:</p> <p>(i) Floor Price + ‘C’ + ‘P’</p> <p>(ii) Reserve Gas Price + ‘C’ + ‘P’</p> <p>Where,</p> <p>‘P’ shall be as quoted by Bidder in USD/MMBTU.</p> <p>‘C’ shall be a constant of 17.45 Rs/MMBTU, which shall be escalated by 5% at the beginning of every Calendar Year over the ‘C’ applicable for the immediate previous Calendar Year.</p> <p>“Reserve Gas Price” shall mean gas price issued by the Petroleum Planning & Analysis Cell (“PPAC”) from time to time under the New Domestic Gas Pricing Guidelines, 2014, issued by the Ministry of Petroleum & Natural Gas (“MoPNG”) (Ref No. 22013/27/2012-ONG D.V.) on 25th October 2014 and amended by notification (Ref No. L-12015/1/2022-GP-II (E-44157)) issued on 07th April 2023.</p> <p>“Floor Price” shall mean ceiling price for the gas produced by ONGC & OIL from their nomination fields as per notification by MoPNG (Ref No. L-12015/1/2022-GP-II (E-44157)) issued on 07th April 2023.</p>
8.	Tentative date of GSPC’s readiness to supply gas	Immediate basis
9.	Condition of gas availability	Fall-back basis and As is Where is basis
10.	Offtake Window	Period quoted by the successful bidder in Technical Bid subject to maximum of 180 days from the date of LOA, which shall be available to the bidder for commencement of gas off-take.
11.	Offtake Start Date	The date of commencement of gas supplies by the Bidder in accordance with the Offtake Window quoted by the Bidder, in line with the terms and conditions of the RFP.

		For avoidance of doubt, if the LOA is issued by GSPC on 01 st June 2024, and the Bidder quotes 150 days as the Offtake Window, the Offtake Start Date shall be no later than 29 th October, 2024.
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- a) Reserve Gas Price and Floor Price would be determined as per MoPNG / PPAC notified New Domestic Natural Gas Guidelines, 2014 dated October 25, 2014 and subsequent notification dated 7th April 2023. As an illustration, for supply month of April 2024, PPAC notified (on 31.03.2024) the price of Domestic Natural Gas as 8.38 USD/MMBTU. Further, as per notification dated 7th April 2023, applicable ceiling price for the gas produced by ONGC & OIL from their nomination fields is 6.50 USD/MMBTU.

Hence, Applicable Gas Price for April 2024 would be Higher of:

- (I) Sum of:
- (a) 8.38 USD/MMBTU,
 - (b) 17.45 Rs/MMBTU and
 - (c) "P" (as quoted by the Bidder) in USD/MMBTU.
- (II) Sum of:
- (a) 6.50 USD/MMBTU,
 - (b) 17.45 Rs/MMBTU and
 - (c) "P" (as quoted by the Bidder) in USD/MMBTU.

- b) The Gas will be offered for a fixed term for a period of three (3) years from the date of commencement of Gas supply. The term will start from the date of commencement of Gas supply.
- c) Successful Bidder shall be required to commence offtake of Allotted Gas Quantity on or before the closure of Offtake Window as quoted by such Bidder in the Technical Bid for allotted gas quantities.
- d) Tender Process shall attain finality on the issuance of Letter of Award (LOA) to successful Bidder(s) by GSPC.
- e) 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.
- f) 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. INSTRUCTION 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 the e-auction 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 Executive Officer / or 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: 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. Bidder should be an entity registered under the Companies Act 1956 / Companies Act 2013 / Multi State Cooperative Societies Act, 2002 / Cooperative Societies Act of any State / Indian Partnership Act 1932 / Limited Liability Partnership Act 2008; (ii) be ready to consume or offtake natural gas on or before the Offtake Start Date.
- 3.2.3. Bidders should have positive Net worth as on March 31, 2023.
- 3.2.4. Bidder is required to submit original Security Deposit in the form of a BG as per format provided in Exhibit I along with the delivery report of the SFMS Confirmation within the specified timelines.
- 3.2.5. Bidder shall upload duly signed/attested scanned copies of the documents as detailed in Clause 4.1.4 of this RFP at the e-Tendering Portal (attested by the Bidders Authorized Representative), for verification and validation by e-Bidding agency for participation and assessment of eligibility of the Bidders in the e-Bidding as provided in Clause 4.1 of this RFP.
- 3.2.6. 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/gas sales. The successful Bidder shall hold harmless and indemnify GSPC against any loss, damage, notice, prosecution etc., arising out of commencement of gas by GSPC to successful Bidder relying on the undertaking furnished by the successful Bidder.
- 3.2.7. 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 aforementioned 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.
- Configuration of TLS 1.2 in Internet Explorer.
 - 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 in case of any IT related query

3.4. Registration and DSC Mapping

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.

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

3.5. Submission of Bids

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

3.6. Bid Validity Period

The Bidders quotation shall be valid for acceptance for a period of Two Hundred (200) 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 reserves the right not to accept / 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.

3.8. Signing of Gas Sales Contract:

The 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 Stamp of the Bidder on the execution page of the GSC annexed hereto at Exhibit-06. The signed GSC shall be submitted along with the Technical Bid.

At the end of the e-Bidding process, the e-Bidding agency shall notify Sellers and Buyer on GSC allotted Quantity. Post GSC Quantity allocation, Sellers shall proceed with the execution of GSC with the Buyer. On receipt of signed GSC from Sellers, Buyer shall mandatorily countersign the GSC with the Sellers. Notwithstanding anything this is to specifically mention that RFP, Bidder's offer and GSPC's acceptance shall form binding contract based on the terms of the acknowledged draft agreement till the execution of the GSC.

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 Rs. 30,00,000/- (Rupees Thirty Lakhs). Buyer shall bear all expenses and bank charges in connection with establishment of such Bid Bond. Bid Bond shall be valid till 240 days from the Bid Submission Due date.

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 Bid Bond 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 this RFP.

Any Bid without Bid Bond or with short amount of Bid Bond or Bid Bond in the form other than specified herein 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 7 days of issuance of LOA by GSPC to such Bidder;
- c) The Bidder fails to submit Payment Security as per the terms of the GSC upon issuance of LOA; and
- d) The Bidder fails to offtake gas as per the Offtake Window.

3.10.2. GSPC shall return the Bid Bond 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 and the gas commencement has started 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 in line with the timelines 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) and confirm the same through submission of format given in Annexure-1;
- (iii) be required to submit duly filled Annexures with requested information along with Technical Bid;
- (iv) 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
- (v) be required to submit Bid Bond in the form of Bank Guarantee (BG) as per provisions of this RFP;
- (vi) 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;
- (vii) be required to submit the previous 3 years' audited Financial Statements of the Bidding Company (including the latest Financial Statement for the period ending on 31st December 2023) along with the Bid; and
- (viii) 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.
- (ix) Each of the foregoing documents should be self-attested by the Bidder's Authorized Representative prior to submission.
- (x) 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 shall 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.
- (xi) 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 Bid Bond / BG would be returned to them within 1 month after the completion of this tender process.

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 6.4.

4.1.8. After the end of the e-auction process, 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 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). Buyer shall make necessary evacuation arrangements for offtake of Gas from the Delivery point on or before the Offtake Start Date as confirmed in the Technical Bid.

5. BIDDING SCHEDULE

The schedule for the Bidding Process shall be as follows:

S.no	Event	Date-Time
1.	Publication of Notice Inviting Offer, RFP and the GSC	18.04.2024
2.	Last date for submission of queries of bidder	24.04.2024
3.	Bidder training	20.04.2024 onwards
4.	Start of Bidder registration on the portal	20.04.2024 onwards
5.	Technical Bid Submission Due Date	02.05.2024 (Till 5PM)
6.	Last date of the receipt of Bid Bond	04.05.2024
7.	Notification to techno-commercially qualified Bidders	08.05.2024
8.	E-Auction training sessions	09.05.2024 & 10.05.2024
9.	E-Auction date	15.05.2024

6. BID PARAMETERS

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

6.1. Volume

Bidders shall bid for gas quantity amounting to 2000 SCMD. Gas quantity is fixed and Bidder cannot bid for gas quantities less or more than 2000 SCMD.

6.2. Price (Premium “P”)

Bidders shall put in Price Bid as Premium “P” over Reserve Gas Price in USD/MMBTU in the Commercial Price Bid. Premium “P” and Constant “C” shall be applicable on both the Reserve Gas Price and Floor Price as mentioned in Clause 2.

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.

6.3. Offtake Window

Bidders shall quote the number of days required to commence off-take of gas from **the issuance of LOA by GSPC on as is where is basis** from the Delivery Point as part of the Technical Bid. This should be a number between 1 and 180 Days (including 1 and 180). Once submitted in the Technical Bid, the Offtake Window would freeze, and the Bidders would be liable to offtake gas in accordance with the same.

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 0.10 USD/MMBTU, and the Bidder can only increase its previous price bid in multiples of the ticker size defined.
- d) 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.
- e) **E-auction Duration:** The total E-auction Process shall be for a period of 60 minutes.
- f) **Dynamic e-auction:** The entire e-auction process will be dynamic and will be subject to extensions as per Clause 6.4 (g).
- g) **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.
- h) **E-auction termination:** The E-auction process ends if there is no bid revision in the period specified above.

7. BID EVALUATION AND ALLOCATION OF GAS QUANTITY

7.1. Following steps shall be followed to determine allocation of Gas quantity on offer based on Commercial Bid:

The Price bid will be arranged in descending order. Bidder that has quoted highest "P" as Premium shall be declared H1.

In case of a tie in quoted "P" as Premium over Reserve Gas Price, Bidder with lowest quoted days as Offtake Window shall be declared H1.

In case of a tie in quoted "P" (Premium) and quoted days (Offtake Start Date), Bidder which quoted the Premium "P" at earlier timestamp (on the e-portal) amongst the tied bids shall be declared H1.

7.2. At the end of the e-auction process, the successful Bidder(s) would be notified regarding allocated volume of Gas.

7.3. Based on the result of the Tender Process, GSPC will issue LOA to the successful Bidder.

8. GENERAL GUIDELINES

- (i) 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.
- (ii) Each Bidder undertakes to declare its use of the gas to be delivered by the Sellers, in the relevant Bid Formats (Technical Bid) in this RFP.
- (iii) 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.
- (iv) 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 dispute under any circumstances.
- (v) Each Successful Bidder (Buyer) undertakes to offtake GSC Quantity determined at the end of the e-Bidding (Clause 4.18 of this RFP), at the Gas Price determined based on its Bid against Price basis pursuant to Clause 2(a) of this RFP.
- (vi) Each Successful Bidder (Buyer) undertakes to countersign and execute the GSC with the Sellers for the Gas Quantity determined at the end of the e-Bidding (Clause 4.18 of this RFP), at the Gas Price determined based on its Bid against the Price basis pursuant to Clause 2(a) of this RFP.
- (vii) Each Bidder represents and acknowledges to the Sellers that it possesses the necessary experience, expertise, and ability to undertake and fulfil its obligations, under all phases involved, in the performance of the provisions of this RFP and the GSC.
- (viii) 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.
- (ix) All future amendments, if any, to this RFP and the GSC during the bidding process shall be emailed for notification to all Bidders.

- (x) By submitting a bid, each Bidder certifies that:
- (a) it has arrived at its bid without agreement with any other Bidder of this RFP for the purposes of restricting competition or otherwise;
 - (b) the bid parameters submitted have not been disclosed and shall not be disclosed to any other Bidder;
 - (c) 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
 - (d) no attempt has been made by it to collude with another Bidder in determining its bids or influencing the decisions of other Bidders.
- (xi) Each Bidder must ensure that its bid is complete in all respects and conforms to all the terms and conditions specified in this RFP.
- (xii) In case of any conflict between the provisions of this RFP and the GSC, the provisions of the GSC shall prevail.
- (xiii) This RFP and any subsequent bidding contract shall be governed by the laws of India and the courts of Ahmedabad shall have exclusive jurisdiction. Any dispute, controversy, difference or claim arising out of or relating to this RFP and subsequent binding contract and/or GSC, post acceptance of bid or the breach, termination or validity scope thereof, whether in contract, tort, statutory or otherwise (“Dispute”) shall at the first instance be mutually settled between the Parties within a period of 30 (thirty) days after giving notice by one Party to the other Party that such Dispute has arisen. In the event of failure of a settlement of any such Dispute, the Dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (the “Act”) in force at the time such arbitration is commenced. Notwithstanding the provisions of the Act, the procedure for appointment of arbitrator shall be as follows:
- a) If a Dispute is to be settled by arbitration, then an arbitral tribunal (the “Tribunal”) shall be established in accordance with the provisions of this clause. The number of arbitrators shall be 3 (three). Each Party shall nominate an arbitrator within 30 (thirty) days of the date of a request for arbitration, and the two nominated arbitrators shall within 30 (thirty) days of the date of the nomination of the second arbitrator jointly nominate a third arbitrator to act as Presiding Arbitrator of the Tribunal.
 - b) If an arbitrator is not nominated within the time limits set out hereunder, then either Party may seek that such an arbitrator appointed in accordance with the provisions of the Act.
 - c) The seat of the arbitration shall be at Ahmedabad.

This is however, to be specifically mentioned that once the formality of execution of GSC is concluded then the arbitration clause of the GSC shall be applicable.

9. 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 Fertilizer 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	2000 SCMD or as allocated on completion of Tender Process within Offtake Window as _____ Days.

Authorized Representative Name & Designation**Signature & Date****Company Seal**

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:

Assistant 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: Commercial Bid: Confirmation on Offtake Window

As submission of Commercial 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 of **2000 SCMD** from the Delivery Point as mentioned in the RFP document on FIRM BASIS within ____ days of issuance of LOA (**Offtake Window**) as confirmed in the Technical Unpriced Bid.

Name: [Authorised Signatory] Signature:

Date:

Company Seal

ANNEXURE-III: ACCEPTANCE OF APPLICABLE GAS PRICE

(ON COMPANY'S LETTER HEAD)

Date:

From:

[Company's Legal Name & Address]

To:

Assistant 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: Confirmation on Applicable Gas Price

The Gas Price shall be calculated as higher of:

(i) **Floor Price + 'C' + 'P'**

Where,

"Floor Price" shall be ceiling price for the gas produced by ONGC & OIL from their nomination fields as per notification by MoPNG (Ref No. L-12015/1/2022-GP-II (E-44157)) issued on 07th April 2023.

'C' shall be 17.45 Rs/MMBTU (escalated 5% annually)

'P' Premium in \$/MMBTU

(ii) **Reserve Gas Price + 'C' + 'P'**

Where,

"Reserve Gas Price" shall be gas price issued by the Petroleum Planning & Analysis Cell ("PPAC") from time to time under the New Domestic Gas Pricing Guidelines, 2014, issued by the Ministry of Petroleum & Natural Gas ("MoPNG") (Ref No. 22013/27/2012-ONG D.V.) on 25th October 2014 and amended by notification (Ref No. L-12015/1/2022-GP-II (E-44157)) issued on 07th April 2023.

'C' shall be 17.45 Rs/MMBTU (escalated 5% annually)

'P' Premium in \$/MMBTU

Reserve Gas Price on GCV basis for April 2024 is \$8.38/MMBTU and Floor Price is \$6.50/MMBTU. This Reserve Gas Price and Floor Price shall be revised upon notification by PPAC/ MOP&NG, Govt. of India from time to time for domestically produced gas as per New Domestic Natural Gas Guidelines, 2014 dated October 25, 2014 and subsequent notification dated April 07, 2023.

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) all taxes, duties and levies on the sale of gas where applicable as per the terms of GSC; and (b) 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 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 200 days from the Bid Submission Due Date	

Authorized Representative Name

Signature

Designation

Company Seal

EXHIBIT 1 - PRO-FORMA OF BANK GUARANTEE TOWARDS BID BOND(S)

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-ONN-2002/3 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. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon as a written claim or demand in terms of the guarantee on or before _____ [Claim period of one year from the date of expiry of BG]. If no such claim or demand 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)

WITNESS NO. 2

(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 250 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.

EXHIBIT 2 – NOT USED

EXHIBIT-3 UNDERTAKING REGARDING STATUTORY/ REGULATORY COMPLIANCES PRIOR TO
COMMENCEMENT OF GAS OFF-TAKE

(ON COMPANY'S 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.

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'S 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.

Arisha

(Dr. A.T. Saiyad)

Section Officer

Finance Department

-----XXXXX-----

EXHIBIT-6 : GAS SALES CONTRACT