

**OIL AND NATURAL GAS CORPORATION LIMITED**

**REQUEST FOR PROPOSAL**

**(No. ONGC/RFP/RJY/VNSAA)**

**E-AUCTION FOR SALE OF GAS FROM  
VANADURRU SOUTH**



**E-Auction Agency: M/s mjunction Services Ltd.**

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## Section A

### 1. Overview

- 1.1. Oil and Natural Gas Corporation (ONGC) is a public sector undertaking involved in Exploration & Production of crude oil and natural gas. Its registered office is in New Delhi. It is India's National Oil Company under the aegis of Ministry of Petroleum and Natural Gas (MoP&NG), Government of India (GoI). It is the largest upstream player in the country and is engaged in the exploration and production of crude oil and natural gas across various locations in India. In November 2010, the GoI conferred the *Maharatna* status to ONGC.
- 1.2. ONGC is party to the nomination block production mining lease issued to it by MoP&NG (“**Upstream E&P Contract**”) for the Vanadurru South field of Rajahmudhry Asset (Andhra Pradesh) .
- 1.3. ONGC is planning to conduct an online competitive e-auction / tender for sale of gas from Vanadurru South field of Rajahmudhry Asset (Andhra Pradesh). In line with this, ONGC has launched an e-auction/ e-tender for sale of 3,500 SCMD of gas. The detailed process of tendering / e-auction has been described in Clause 6 of this RFP.
- 1.4. Gas from this block would be available at pressure of 1-3 kg/cm<sup>2</sup>, from Vanadurru South field of Rajahmudhry Asset (Andhra Pradesh). Interested/prospective gas consumers can source available gas by participating in this auction process.
- 1.5. In order to comply with Government of India's notification dated July 08, 2013 as amended from time to time, ONGC is hereby issuing a Notice Inviting Offer dated January 12, 2024 and invites offers from interested/prospective entities to offtake all or a portion of the 3,500 SCMD of gas available for sale from the Vanadurru South field and in accordance with the terms and conditions of this Request for Proposal (RFP) and the Gas Supply Agreement (“**GSA**”) annexed to this RFP.
- 1.6. ONGC has appointed M/s mjunction services limited as an independent agency (“**Empanelled Agency**”) to conduct bidding process/ e-auction for sale of gas through an online web based electronic bidding portal which is available at <https://eps.buyjunction.in/gasbidding> and link of this e-auction portal is also available at ONGC, and/or <https://auction.coaljunction.com> websites.

## 2. Gas Field on Offer

| S.No. | Description                                  | Details                        |
|-------|--|--------------------------------|
| 1.    | Name of Field/ Location                      | Vanadurru South                |
| 2.    | Total Quantity of Gas available for sale     | 3500 SCMD                      |
| 3.    | Duration of Gas Sales Agreement (“GSA”)      | 5 years                        |
| 4.    | Delivery Point                               | Ex-VNSAA EPS                   |
| 5.    | Calorific Value of Gas Kcal/SCM (indicative) | GCV: 10033.92<br>NCV: 9071.67  |
| 6.    | Reserve Gas Price (USD/MMBTU)                | 7.82 (January 2024).           |
| 7.    | Date of ONGC’s readiness to supply gas       | Date mentioned in the NOA      |
| 8.    | Bid Due Date                                 | 06/02/2024 at 19:00 hours IST  |
| 9.    | Date of opening of Techno-Commercial bid     | 12/02/2024 at 11:00 hours IST  |
| 10.   | Bid Validity Period                          | 365 days from the bid due date |
| 11.   | Security Deposit (SD) amount                 | As specified in this RFP       |
| 12.   | Email id for correspondence                  | ongcgasbidding@mjunction.in    |

- 2.1. The gas quantities offered are from small/isolated 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  $\pm 10\%$  of the indicated profile. The gas will be sold on as is where basis, ex-ONGC Installation, is and will be delivered to the Buyer at the Delivery Point as indicated above.
- 2.2. The prospective bidder will be solely responsible for making arrangement to evacuate gas from ONGC’s installation to their respective plant/unit. The gas is available for sale from ONGC’s readiness date indicated above.
- 2.3. As part of the bidding process the bidders will first be required to submit, a Techno-Commercial Bid, will be opened to assess the technical and commercial eligibility of bidders and, subsequently, the technically qualified bidders will be permitted to participate in the e-auction.
- 2.4. In Techno-Commercial Bid the bidders shall be required to demonstrate fulfilment of eligibility requirements mentioned in qualification criteria as prescribed in Clause 3 below and submit all supporting documentation in this relation to the same.
- 2.5. The Gas will be offered for a term which may be extendable in accordance with the terms of the GSA.
- 2.6. The successful bidders will have to sign the GSA annexed hereto at Schedule 1 within 60 days of issuance of notice of award (NOA).

- 2.7. It is the responsibility of the successful bidder to complete the signing of GSA and adhere to all the terms and conditions mentioned in this RFP.
- 2.8. A commissioning period will be provided which will be the period between the date of execution of the GSA and the Scheduled Delivery Commencement Date. The gas offtake obligations of Buyer and gas supply obligations of ONGC will commence only from the Scheduled Delivery Commencement Date as quoted by the bidder.
- 2.9. During the commissioning period, ONGC shall have no obligation to supply gas (or liability for failure to supply Gas) and Buyer shall have no obligation to take gas (or liability for failure to take gas).

### **3. Techno-Commercial Eligibility of Bidders**

#### **3.1 Technical Eligibility Criteria**

The following technical eligibility criteria will have to be fulfilled by all the bidders:

- 3.1.1. The bidder must be an entity registered under the Companies Act 1956 / Companies Act 2013 / Indian Partnership Act 1932 / Limited Liability Partnership Act 2008 or the bidder may be in the nature of a sole proprietorship. In case of a company, the bidder must submit a copy of its incorporation certificate, in the case of a partnership or a limited liability partnership, the bidder has to submit a self-attested copy of the partnership deed. In case the bidder is in the nature of a sole proprietorship, then the bidder has to submit a self-attested copy of its registration under the relevant shops and establishments statute.
- 3.1.2. The bidder has to submit the purpose for which it seeks to use the gas and the sector in which it is operating. In this regard, for the following usages, the bidder has to submit the following:
  - (a) If the bidders intend to submit their bid for undertaking CGD activities such as 'CGD systems for domestic and transport sectors' or as 'CGD for Industrial and Commercial Consumers', they are required to submit an undertaking stating that they have complied with necessary statutory/ regulatory requirements after allotment of gas and prior to commencement of gas off-take;
  - (b) If the bidder intends to use the gas for its power plants to supply power to the grid/state utilities at regulated rates under a power purchase agreement (PPA), then they should submit the PPA entered with State/Central Government power utility entities to ONGC after allotment of gas but prior to commencement of gas offtake;
  - (c) If the bidder intends to use the gas for LPG (Liquefied Petroleum Gas) Plant, bidder will mandatorily comply with the requirement to sell LPG to Oil Marketing Companies (OMCs) as per applicable MoP&NG directives or need to obtain license from MoP&NG to sell LPG in open market and in this regard submit a copy of such license to ONGC at the time of submission of the Techno-Commercial Bid;
  - (d) If the bidder intends to use the gas at a fertilizer plant, the bidder will be required to submit a copy of letter of EPMC/FICC/DoF specifying use of gas by their plant for manufacturing of fertilizer.
- 3.1.3. The bidder must be ready to consume or offtake Gas, from the Delivery Point, as on the Scheduled Delivery Commencement Date through direct/ indirect connectivity through any of the natural gas pipelines or through alternate evacuation methods. In case of direct connectivity by the bidder through laying of dedicated line, the bidder has to comply with all necessary regulations including but not limited to T4S Regulations for CGD/Natural Gas Pipeline as notified by Petroleum and Natural Gas Regulatory Board (PNGRB) and have obtain necessary authorizations including but not limited to that from all relevant Regulatory Bodies.

Refer to Website <https://pngrb.gov.in/> for PNGRB Regulation.

- 3.1.4. The bidder must be engaged in the business that involves either the consumption or the sale and purchase of natural gas. Submission of the bid may be from users of gas, existing as well as new industries, including reseller of gas. Unless otherwise specified in this RFP, bids from all existing as well as new industries will be treated at par.
- 3.1.5. Bidder to submit their project report indicating inter alia project details for evacuation and utilization of gas it has bid for. The project report should deliberate on gas evacuation & utilization in detail and establish round the clock requirement of fuel on continuous basis, for which bid is being made.
- 3.2 The bidder shall submit an undertaking stating that ONGC shall not be liable for failure of the bidders to obtain any statutory/regulatory clearances. The bidder will also undertake and warrant that prior to commencement of gas off-take it will obtain all necessary statutory/regulatory approvals and compliances for commencement of gas off-take. The successful bidder would hold harmless and indemnify ONGC against any loss, damage, notice, prosecution, etc., arising out of commencement of gas by ONGC, relying on the undertaking furnished by the bidder. The undertaking will be submitted by the bidders in the format prescribed at **Appendix 15** along with the techno-commercial bid.
- 3.3 In addition, bidders who have their facilities inside a Geographical Area, as declared by the Petroleum and Natural Gas Regulatory Board (PNGRB) will be required to submit an undertaking, along with their techno-commercial bid, declaring that aggregate gas requirement from each facility is greater than 50,000 SCMD, in the format provided at **Appendix 16** of this RFP.
- 3.4 **Commercial Eligibility Criteria**
- 3.4.1 Net-Worth of the bidders shall be considered for ascertaining commercial eligibility. The bidders have to demonstrate that it has positive net worth (as per audited annual accounts for previous two financial years).
- 3.4.2 Bidder to submit audited annual accounts of previous two financial years for ascertaining their net-worth. The date (i.e. the financial period closing date) of the immediate previous year's annual accounts should not be older than eighteen (18) months from the bid closing/un-priced bid opening date.
- 3.4.3 For the purpose of this RFP, Net Worth shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
- 3.4.4 In case the bidder is a newly formed company (i.e. one which has been incorporated in last 5 years from the date of un-priced bid opening of the tender), who does not qualify financial criteria by itself and submits its bid based on the financial strength of his promoter company, then following documents need to be submitted:

- (a) Net worth of promoter should be positive;
- (b) Corporate Guarantee on the promoter company's letter head signed by an authorized official undertaking that they would financially support the newly formed company for executing the project/job in case the same is awarded to them; and
- (c) If the bidder is a newly formed entity, then bidder to submit 'Certificate of Incorporation' issued by Registrar of Companies in case of a company or a notarised partnership deed in case of partnership firm or limited liability partnership or a registration certificate under the relevant shops and establishments statute in case of a proprietorship firm.

3.4.5 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet the financial criteria by itself and submits its bid based on the financial strength of his parent/ultimate parent/holding company, then following documents need to be submitted:

- (a) Net worth of the parent/ultimate parent company should be positive;
- (b) Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the project/job in case gas is allocated to them;
- (c) The bidder shall submit documentary evidence that his company is a 100% subsidiary of the parent/ultimate parent/holding parent company.

3.5 In addition to the above, there are certain other submissions which have to be made along with the Techno-Commercial Bid and the same has been explained in further detail in Clause 6 of this RFP.



## 4. IT Requirement / Responsibility of the Bidder

- 4.1. Bidder should have a laptop or desktop with decent internet connection (10mbps and above).
- 4.2. E-Portal shall be best viewed in Internet Explorer 9.0. If bidders are using Internet Explorer 10 or above then compatibility view is to be enabled which is available under Tools menu.
- 4.3. Due to security vulnerabilities, all bidders 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
- 4.4. Bidders may please refer to the 'Browser Setup' tab for details.
- 4.5. Bidders may send an email to [ongcgasbidding@mjunction.in](mailto:ongcgasbidding@mjunction.in) or call helpdesk (mentioned in the portal) if they face any difficulties in registration and setting up DSC.
- 4.6. **Registration and DSC Mapping**

The portal will be available for registration on a date specified in Clause 7 of this RFP. Every bidder would be required to fill out a 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 and address, and other required details. Bidders would need to attach a valid Class III Digital Signature Certificate (DSC) issued in the name of authorized person of the bidding organization. The DSC should be issued on the email address of the authorized person and same should be used for registering on the portal.

### 4.7. Bidder Registration

- 4.7.1. Registration on the bid registration portal: All bidders would be required to visit the link of the e-portal <https://eps.buyjunction.in/gasbidding> for submission of all technical documents. [As a general rule, a single registration will be allowed on a single PAN.
- 4.7.2. Steps to be followed by the bidders prior to the submission of the technical documents:
  - A. Purchasing of a class III DSC (Digital Signature Certificate)
  - B. Registering in the e-portal and mapping the DSC
  - C. System will generate user ID and password and send via email to the registered email ID of the bidder

Bidders can send email on [ongcgasbidding@mjunction.in](mailto:ongcgasbidding@mjunction.in) or call the helpdesk (mentioned in the portal) in case of any difficulty in setting up DSC and registration.

## 5. Document Submission and Security Deposit

### 5.1. Certificates / Documents to be submitted

5.1.1. As part of the Techno-Commercial Bid, bidders are required to mandatorily submit / upload the following documents:

- (a) Registration/ incorporation certificate for companies, Limited Liability Partnerships (LLPs) and Co-operative Societies; or Partnership Deed in case of partnership firms; or a registration certificate issued under the relevant Shops and Establishments Act in case of proprietorships.
- (b) Audited financial statements of immediate previous two Financial Years.
- (c) Valid PAN and GST (as applicable) registration certificate. Provided that in the case of bidders which are newly formed and have applied for PAN, such bidders will have to submit documentation as proof of submission of such application for PAN, at the time of submission of the techno-commercial bid.
- (d) Security Deposit as per Clause 5.2.
- (e) Power of Attorney / Board Resolution in the name of the authorized representative of the bidder.
- (f) Declarations/Undertakings etc., mentioned under section B (including Integrity Pact duly signed & witnessed).
- (g) Register of the present directors, shareholders of the company (in case the bidder is in the nature of a company incorporated under the Companies Act); list of present partners in case of a Limited Liability Partnership and Partnership firms.
- (h) Bidders should submit copy of valid registration certificate under the VAT/Sales Tax Act/Rules.
- (i) Scanned copy of Integrity Pact (attached at **Appendix 19**) duly signed on all the pages by the same signatory who is duly authorised to sign the bid digitally shall be uploaded with Techno-Commercial Bid.

### 5.2. Security Deposit (SD)

5.2.1. All bidders to submit security deposit in the form of either an unconditional irrevocable Bank Guarantee (BG) or a Letter of Credit (LC) as per format indicated in Section-B or by way of bank transfer. The value of the initial security deposit to be submitted in the Techno-Commercial Bid will be 12 (twelve) weeks' cost of minimum biddable quantity of 2000 SCMD in line with clause 5.2.5, calculated as per Clause 5.2.4 below, in any of the following forms:

- (a) Unconditional Irrevocable Bank Guarantees (**BGs**) i.e., 12 (twelve) separate BGs each covering 1 (one) week of cost of gas quantity quoted in the prescribed format as per **Appendix 7**. The bank guarantee by the bidder will have to be given from the nationalized/scheduled banks only, on non-judicial stamp paper/franking receipt as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper/franking receipt should be either in the name of the issuing bank or the bidder;

**OR**

- (b) Irrevocable Letter of Credit (LC) with instructions which allow the beneficiary multiple part

encashment. The format for letter of credit for Security Deposit is as provided in **Appendix 8**. Such Security Deposit (SD) shall be issued by a scheduled/nationalized bank. A confirmation in this regard shall be obtained by ONGC from the issuing bank of the bidder/bidder.

**OR**

- (c) Bank Transfer through NEFT/RTGS or Electronic fund transfer in ONGC's account (as provided in NIT). ONGC shall not pay any interest on such amount deposited by the bidders against security deposit. The details of the bank account where such Security Deposit is to be deposited has been provided below:

**Beneficiary Name : Oil and Natural Gas Corporation Limited.**

**Bank Name : State Bank of India**

**Branch : Rajahmundry Bazar Branch**

**Branch Code : 03485**

**Bank Account No : 10471668364**

**IFSC Code : SBIN0003485**

**Swift Code : SBININBB811**

- 5.2.2. The Security Deposit may be submitted either in the form of BG or LC or bank transfer, however, combination of the above options is not allowed.

- 5.2.3. Security Deposit to be submitted shall be issued by a Scheduled/Nationalized bank. In case the bank issuing the Security Deposit is the nature of a scheduled commercial private sector bank, a minimum AA credit rating from any of ICRA/CRISIL/CARE/IND-RA will be required to be submitted along with the techno-commercial bid. A confirmation in this regard shall be obtained from the issuing bank by the bidder and submitted to ONGC. In case of non-receipt by ONGC of this confirmation from the issuing bank, the bid will be rejected. It is hereby clarified that the requirement of AA credit rating, as provided above, will be verified at the time of submission of the Security Deposit as well as at the time of any subsequent renewal of the Security Deposit (if such renewal is required).

The details of the bank which has issued the Security Deposit has to be provided in the following format:

**Account Name – [●]**

**Bank Code- [●]**

**IFSC- [●]**

- 5.2.4. The initial 12 (twelve) weeks' cost of gas would be calculated on gas provisionally allocated quantity quoted in the e-auction by the bidder multiplied by Reserve Gas Price applicable corrected with the GCV provided in this RFP plus applicable taxes thereon. The Security Deposit (including applicable taxes and duties) should be provided by the bidder in Indian Rupees. For calculating the value of the Security Deposit i.e., the value of 12 (twelve) weeks

cost of gas, following methodology for conversion is to be considered:

| Calculation of Security Deposit                           |  |  |
|---|--|--|
| Topic   | Formula  | Bidder XYZ                                       |
| Quoted Quantity (Q)                                       | Q (in SCMD)  | 20,000   |
| 12 weeks/ 84 days allocated quantity                      | $Q \times 84$ (SCM)  | 16,80,000  |
| 84 days allocated quantity (MSCM)                         | $Q_2 = Q \times 84/1000$ (MSCM)  | 1,680  |
| Applicable domestic gas price (Reserve Price)             | USD/MMBTU  | 7.82 (only for the purpose of illustration)      |
| Gross Calorific Value (GCV)                               | Kcal/SCM   | 11,000.00 (only for the purpose of illustration) |
| Average RBI ref rate (Dec'23)                             | INR/USD  | 83.28 (only for the purpose of illustration)     |
| Conversion factor   |  | 39.68254 (only for the purpose of illustration)  |
| Gas price (INR/MSCM)                                      | $P = \text{Reserve Price} \times \text{GCV} \times \text{conversion Factor} \times \text{FBIL ref. rate}/10,000$ | 7,823.36   |
| Value of Gas cost (INR) (Total value of Security Deposit) | $Q_2 \times P$   | 47,758,300.80                                    |

- 5.2.5. Subject to the revision of the Security Deposit amount on account of revision of volume of gas to be allocated to a bidder, in accordance with the terms of this RFP, the Security Deposit submitted at the time of the Techno-Commercial Bid should be at minimum biddable quantity of 2000 SCMD in line with clause 6.1.6 and be valid for at least one year plus thirty days from the date of opening of techno-commercial bids.
- 5.2.6. For successful bidders (as determined after the conclusion of the e-auction) in case the volume provisionally allocated to such bidders varies from the volume which was quoted by the bidder in its “**First Bid Period**”, the bidder will be required to submit a Security Deposit of revised value which will be computed basis the volume which has been provisionally allocated to the bidder after the conclusion of the e-auction. The revised amount of Security Deposit would be notified to such bidders by ONGC, and such bidders would be required to submit the revised amount of Security Deposit, within 7 days of ONGC notifying the provisional volume allocated to the bidder.
- 5.2.7. The Security Deposit shall be liable to be invoked for encashment on a weekly basis in there is a delay in commencement of offtake of gas from the Scheduled Delivery Commencement Date, provided that such delay is attributable to the delay on part of the buyer. After retaining the pro-rata amount from the Security Deposit for the actual number of days of delay in offtake, the balance amount of Security Deposit shall be refunded to the buyer on actual commencement of the gas supply and submission of Letter of Credit as per the terms of the GSA. In case of delay in gas offtake by the buyer beyond 12 (twelve) weeks, the allocation can be retained by the buyer provided Security Deposit for a further period of 12 (twelve) weeks is provided by the bidder on the same terms and conditions. In case it is not provided within 7 (seven) days from

the expiry of the first 12 (twelve) weeks period, the gas allocation made to the buyer shall stand cancelled and gas would be allotted to the next bidder in the queue from the previous bid or a new tender will be issued by ONGC if no prior valid bids are available.

- 5.2.8. Time shall be the essence of the GSA and offtake of gas thereunder. If the bidder fails to offtake gas from the Scheduled Delivery Commencement Date quoted by it as part of the Techno-Commercial Bid, ONGC may, without prejudice to any other right or remedy available to ONGC, recover from the Security Deposit of the bidder as liquidated damages (and not by way of penalty) for every week's delay in offtake of gas or part thereof which the bidder has failed to offtake. For each week's delay, the liquidated damages leviable will be a week's value of gas. It is hereby understood that in case the delay in offtake by the buyer exceeds 24 (twenty four) weeks, then the allocation to such buyer will be terminated by ONGC.
- 5.2.9. Bidders shall be required to separately courier/ submit the original security deposit to the below mentioned address of the Empanelled Agency's office within 3 (three) days of the last date for bid submission as indicated in Clause 7.1.

| <b>Kolkata Office</b>   | <b>Delhi Office</b>   | <b>Mumbai Office</b>   |
|---|---|--|
| Kind Attn: Rinku Ghosh<br>mjunction services limited,<br>Godrej Waterside, 3rd Floor, Tower<br>1, Plot V, Block DP, Sector V, Salt<br>Lake, Kolkata – 700091.<br>Ph. 033-66106444 | Kind Attn: Rimi Ghosh<br>mjunction services limited<br>Office No. B-92, 9th Floor<br>Himalaya House, 23 K.G.Marg,<br>Connaught Place, New Delhi-<br>110001.<br>Ph. 011-65661774 | Kind Attn: Ravi Simon<br>mjunction services limited<br>805, 8th Floor, Damji Shamji,<br>Business Galleira, Off LBS Marg,<br>Next to Huma Mall, Kanjur Marg,<br>(West) Mumbai-400078.<br>Ph. 8291830882 |

- 5.2.10. Techno-Commercial Bids submitted without Security Deposit (SD) will be ignored.
- 5.2.11. The Security Deposit of unsuccessful bidders will be returned by ONGC, without any interest, as promptly as possible on acceptance of the bid of the selected bidder or when the tender process is cancelled by ONGC, and in any case within 90 (ninety) days from the bid due date of the Techno-Commercial Bid.
- 5.2.12. Forfeiture of Security Deposit:

The Security Deposit submitted by the respective bidders shall be forfeited by ONGC upon the occurrence of the following events:

- A. Bidder withdraws the bid during validity period or any extension thereof duly agreed by the bidder.
- B. Bidder varies or modifies the bid in a manner not acceptable to ONGC during the validity period or any extension thereof duly agreed by the bidder.
- C. Non-signing of GSA within 60 days of issuance of NOA.
- D. Non submission of payment security/ Letter of Credit under the terms of the GSA, as per the timelines stipulated under the GSA.
- E. Bidder is disqualified from the bidding process prior to award of contract according to the provisions under Section 3 of Integrity Pact attached at **Appendix-19** of Section B.
- F. On the occurrence of any other event as stipulated in the RFP.

G. If bidder backs out after any provisional allocation/issuance of the NOA.

In addition to the forfeiture of the Security Deposit, on occurrence of any (or combination) events as specified above will lead to cancellation of allocation of gas and termination of GSA (if applicable). In addition to the above, ONGC will have the right to initiate the process of banning/putting the bidder on a holiday list up to a maximum period of 2 (two) years.

## **6. Biddable Parameters and Bidding Process**

### **6.1. Biddable parameters**

6.1.1. To participate in the e-auction, each bidder shall be required to quote valid bids against the three parameters: **(a) Premium over the Reserve Gas Price; (b) the Scheduled Delivery Commencement Date; and (c) Volume.**

6.1.2. **Price:** The “**Reserve Gas Price**” (in USD/MMBTU on GCV) is the Domestic Natural Gas Price as fixed by Government of India in 2014 and further clarified from time to time by the Government of India, including under ‘Review of New Domestic Gas Price Guidelines, 2014’ i.e., gazette notification no. L-12015/1/2022-GP-II (E-44157) dated 07.04.23.

For removal of doubts, Domestic Gas Price here means Domestic Gas price notified by PPAC without considering the ceiling price referred in Para 4 of the Notification dated 07.04.23.

6.1.3. Bidder is required to quote the 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.

6.1.4. Gas Price (in USD/MMBTU rounded off to 2 decimals) shall be: Reserve Gas Price + ‘P’ + Marketing Margin of [INR 200/ Thousand SCM] (which may be revised from time to time). The details of the Gas Price payable has been set out in Schedule B of the GSA which is attached to Schedule 1 of this RFP.

6.1.5. **Scheduled Delivery Commencement Date:** During the course of e-auction, each of the bidders will submit the number of days from which they seek to offtake gas under the GSA. The Scheduled Delivery Commencement Date for the purpose of this RFP shall be the number of days required by bidder to be ready to off-take gas from date of readiness to supply gas as notified by ONGC to the bidder i.e., “**A**” (expressed in number of days) .

6.1.6. **Volume:** The bidder can quote minimum of 2,000 SCMD and up to a maximum of gas quantity on offer under this RFP or part thereof (in multiple of 500 SCMD) during the course of the e-auction. Provided that at the start of the e-auction each bidder’s base volume will be kept as the minimum biddable quantity of gas that is 2,000 SCMD under this RFP. During the e-auction, the volume can be increased from the volume which was quoted in the “**First Bid Period**”, provided that the price bid is simultaneously increased. The volume can be increased or decreased in multiples of 500 SCMD.

6.1.7. The bidders would be required to submit the bidding documents as per the list of documents as specified in Clauses 3, 5.1 and 6.3.2 of this RFP for techno-commercial evaluation. The documents would be required to be duly signed (using DSC) and uploaded on the portal before the due date as specified in Clause 7 of this RFP.

6.1.8. The overall bidding process is divided into 3 stages: (i) Pre-bid stage (ii) Techno-commercial bid evaluation (iii) e-auction.

## **6.2. Pre-bid stage**

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

6.2.2. **Clarifications to Bidders' queries:** Bidders would be able to send their queries to the designated email address [ongcgasbidding@mjunction.in](mailto:ongcgasbidding@mjunction.in) before registering on the portal on or before the date specified in Section 7 of this RFP. Bidder shall be required to mention the reference number of this RFP in the email. The clarification to all the queries would be hosted on the e-portal.

ONGC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all bidders. All clarifications and interpretations issued by ONGC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by ONGC or its employees or representatives shall not in any way or manner be binding on ONGC.

To facilitate evaluation of the bids, ONGC may, at its sole discretion, seek clarifications from any bidder regarding its bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by ONGC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a bidder does not provide clarifications sought above within the prescribed time, its bid shall be liable to be rejected. In case the bid is not rejected, ONGC may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of ONGC.

Notwithstanding anything contained in this RFP, it may be noted that ONGC has to finalize the GSA within a limited time schedule. Therefore, ONGC may not seek any clarifications in respect of incomplete offers. In order to avoid clarification/confirmation after opening of Techno-Commercial Bids, prospective bidders are advised to carefully examine the various tender provisions before submitting the bids. After tender closing/tender opening, no clarification would be sought from ONGC. All the bidders must ensure that their bid is complete in all respects and conforms to tender terms and conditions, and the tender specifications, failing which their bids may be straightaway rejected without seeking any clarifications on any exception/deviation taken by the bidder in their bid.

6.2.3. **Pre-bid meeting:** A pre-bid meeting may be organized, at the discretion of ONGC, on a date specified in Clause 7 of this RFP. The pre-bid meeting would be an interactive session and provide bidders the opportunity to seek further clarifications and understand the process better

and to seek clarifications in relation to the terms and provisions of the RFP and GSA. The pre-bid meeting would be open to all the interested bidders. The bidders willing to participate in the pre-bid meeting would be required to nominate maximum of two representatives from their organization to take part in the meeting. Bidders would be required to use their official email address to share the name, email address and phone number of the nominated person(s) to the designated email address [ongcgasbidding@mjunction.in](mailto:ongcgasbidding@mjunction.in) . For the avoidance of doubt, prospective bidders can participate in the pre-bid meeting without registering on the e-auction portal.

**6.2.4. Registration on the e-auction portal:** After the last date of submission of bid documents (as mentioned in Clause 7 of this RFP), all the bidders who have submitted their documents for techno-commercial evaluation and whose techno-commercial bids are found acceptable by ONGC as per the terms of the RFP, will be provided with the login credentials of the e-auction portal.

### **6.3. Techno-Commercial Bid Evaluation**

**6.3.1.** Techno-commercial evaluation would be carried out for all the bids received and a list of techno-commercial qualified bidders shall be prepared.

**6.3.2.** Prior to the submission of the Techno-Commercial Bid, the bidder shall ensure that:

- (a) Bid should be complete and covering the entire scope of gas supply and should conform to the terms and conditions of the gas supply indicated in the RFP, duly supported with documents wherever required. In case of incomplete and non-confirming bids, the bid may be rejected.
- (b) Bidders have to submit the documents which have been specified in Clause 3, 5.1.1 and 6.3.2 of this RFP as well as provide details of the nature of business the bidder is engaged in.
- (c) Bidder to submit Security Deposit, as mentioned in Clause 5.2 of the RFP.
- (d) In addition to the above, bidders, as part of the Techno-Commercial Bid, will submit the following declarations as per the proforma provided in Section B of this RFP:
  - i) Format for submission of Techno-Commercial Bid as per **Appendix 1**.
  - ii) Bidding Document Acknowledgement pro-forma as per **Appendix 1A**.
  - iii) Bid Submission Proforma as per **Appendix 2**.
  - iv) Bid submission Agreement Pro-forma as per **Appendix 3**.
  - v) Details of the bidder as per **Appendix 4**.
  - vi) Confirmation Checklist as per **Appendix 5**.
  - vii) Pro-forma of Certificate on Relatives of Directors pursuant to Companies Act 2013 as per **Appendix-6**.
  - viii) Security Deposit as prescribed in Clause 5.2 of this RFP.
  - ix) Pro-forma of Authorization Letter for attending Tender Opening as per **Appendix-9**.
  - x) Format of Power of Attorney for submission of bid as per **Appendix-10**.
  - xi) Confirmation regarding invoking of Security Deposit as per **Appendix-11**.



- xii) Undertaking regarding gas price quotation as per **Appendix 12**.
- xiii) Undertaking regarding payment of revised gas price as per **Appendix 13**.
- xiv) Undertaking regarding Fraud Prevention Policy of ONGC as per **Appendix 14**.
- xv) An undertaking, as per the format provided in **Appendix 15**, stating that it has obtained/ will obtain all the necessary statutory/regulatory compliances before commencement of gas offtake.
- xvi) An undertaking, as per the format provided in **Appendix 16**, declaring that the aggregate gas requirement from each of the facilities will be greater than 50,000 SCMD.
- xvii) A declaration, as per the format provided **Appendix 17**, to the effect that neither the bidder themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity (the “bidder group”), are currently serving any banning orders issued by ONGC or its subsidiaries debarring the bidder group from carrying on business dealings with ONGC or its subsidiaries.
- xviii) Undertaking regarding meeting of timelines/milestones and utilising gas within time period quoted as per Techno-Commercial Bid as per **Appendix 18**.
- xix) A signed copy of the Integrity Pact, as per the format provided in **Appendix 19**.

6.3.3. Prior to detailed techno-commercial evaluation of the techno-commercial bids, ONGC will assess if the bids are responsive. A bid will be considered responsive if the bidder has submitted the documents as specified in Clauses 3, 5.1.1 and 6.3 of this RFP and all other documents. A bid shall be considered as technically and commercially valid if all of the requirements and documents specified in Clause 6.3.2 of this RFP have been submitted to the satisfaction of ONGC, subject to any clarifications sought by ONGC.

6.3.4. The Empanelled Agency/ ONGC can seek clarifications, if any, with respect to the documents submitted by any of the bidders for techno-commercial evaluation. The bidders would be required to submit their responses within the stipulated time conveyed by Empanelled Agency/ ONGC. Failure to submit the replies to the clarifications/queries may lead to rejection of the respective bids.

6.3.5. ONGC/ the Empanelled Agency reserves the right to reject any bid based on the evaluation of the documents. Subsequently, ONGC/ e-auction agency shall have the right not to entertain any request for alteration, modification or substitution of any one or all of the documents with respect to the techno-commercial evaluation, provided that ONGC/ e-auction agency may, at its sole discretion, allow a bidder to rectify any infirmities or omissions if doing so does not constitute a material modification of the documents provided initially.

6.3.6. 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.

6.3.7. ONGC reserves the right to seek additional documents/information in future which it may deem fit to ascertain Buyer’s capability to offtake gas as per the terms of GSA or due to issuance of any notification/ guidelines by Government of India, during the process of this RFP.

- 6.3.8. After the techno-commercial evaluation of the documents, all eligible bidders will be informed of their advancement to next phase of the bidding process for e-auction which would be done on <https://auction.coaljunction.com> on the date specified in Clause 7 of this RFP. As part of the e-auction process, bidders advancing to the e-auction stage will be provided with the login credentials by the Empanelled Agency.
- 6.3.9. For the avoidance of doubt, Techno-Commercial Bids of following kinds will be rejected (Rejection Criteria):
- (a) Bids made without Security Deposit(s).
  - (b) Bids that do not conform to the unconditional validity of the offer for 365 days from the date of opening of Techno-Commercial Bids;
  - (c) Bids that quote gas off-take period beyond 365 (Three Hundred and Sixty Five) days from NOA date in the Techno-Commercial Bid;
  - (d) Bids where price is disclosed in Techno-Commercial Bid;
  - (e) Bids which are liable for rejection under any of the grounds mentioned in any of the provisions of the bidding document;
  - (f) (i) Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of Techno-Commercial Bids; and (ii) Offers of the bidders violating the provisions of Integrity Pact;
  - (g) Bids not meeting eligibility criteria under Clause 3 of this RFP.

#### **6.4. e-Auction**

##### **Rules and regulations on conduct of e-auction:**

- 6.4.1. During the e-auction, bidders may contact the e-auction helpdesk numbers for any assistance/clarification regarding online bid submission as per Clause 9.
- 6.4.2. All bidders are required to be active during bidding.
- 6.4.3. The bidders must also ensure that their contact numbers are kept free from any other calls so that Empanelled Agency's representatives can reach out to the bidders easily whenever required.
- 6.4.4. Bidders to ensure stable connectivity. Empanelled Agency or ONGC will not be responsible for any non-connectivity or infrastructural failure at bidder's end.
- 6.4.5. Bidders to keep their email inbox open to receive any files, if sent, during the event.
- 6.4.6. Empanelled Agency recommends bidding at least 5 minutes prior to auction closing time to avoid any last minute bid placement. Bidders placing their bids at the last minute will be doing so at their own risk. It is advised to bid well in advance of the auction closing time.
- 6.4.7. E-auction will start as per the time schedule intimated in Clause 7. The time indicated in notice is fixed and under no circumstance will this time be changed, unless otherwise notified

in writing by the Empanelled Agency. Bidders are required to take necessary steps and be prepared to commence participation at the abovementioned time.

- 6.4.8. All organizations to note that the executive of the participating organization placing bids online shall be treated as an authorized representative of the organization for placement of bid on behalf of their organization.
- 6.4.9. The bidders need to change their password to keep it secure. Empanelled Agency or ONGC will not be responsible for any misuse of bidders Login ID and password.
- 6.4.10. Bids once made during the course of the e-auction, cannot be cancelled / withdrawn and a submission of bid during the e-auction will amount to participation in the tender/ e-auction process. ONGC shall take appropriate action in case of non- acceptance of allocation by the bidders (in case the same is conforming to RFP conditions).
- 6.4.11. Multi log in using the same user ID and password is not permitted. Please note that bidder can login with their respective user ID and password from one connection only. Simultaneously logging in using the same user ID and password is not possible. In case simultaneous login happens then second logger will receive a message that somebody is already logged in and in case bidder is still interested to login, the first person will be logged out.
- 6.4.12. Participating bidders need to ensure continuous, uninterrupted and secure operations at their end. Empanelled Agency shall not be responsible for any interruption or failures on these counts.
- 6.4.13. Bidder is responsible for maintaining the confidentiality of their user ID and password for restricting access to their computer, computer system and computer network and bidder shall be held responsible for all activities that occur using their user ID and password.
- 6.4.14. All commercial/ contractual terms are offered by and agreed to between bidder and ONGC alone. Empanelled Agency does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/ contractual terms between bidders and ONGC.
- 6.4.15. The e-auction schedule shall be communicated to all the eligible bidders. ONGC retains the right to cancel or reschedule or relaunch of the e - auction.
- 6.4.16. ONGC's decision on the allocation and subsequent execution of the GSA, in accordance with the terms and conditions of the bidding document, shall be final and binding on all the bidders.
- 6.4.17. **Mock run and training of the e-bidding portal to bidders**

Prior to the e-auction date, as specified in Clause 7, the Empanelled Agency shall organize a mock run/ training of e-auction process to help bidders familiarize themselves with the features of the e-auction portal. Such mock run shall be held on a predetermined date as specified in Clause 7 of this RFP. The Empanelled 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 offline training session.
- 6.4.18. **Competitive e-auction**

The bidding will start at a date and time specified as per Clause 7 of this RFP. The e-auction will be of 90 minutes unless extended in accordance with Clause 6.5.8 of this RFP.

**6.5. Bid parameters and bidding rounds**

6.5.1. All the techno-commercially qualified bidders are eligible to participate in the e-auction process. During the e-auction process, the following variable will be quoted by the bidders and can be modified during each round of the e-auction:

**6.5.2. Price Bids:**

- A. As mentioned above in Clause 6.1.3, the bidders will be required to quote 'P', on USD/MMBTU basis, which would be the positive non-zero premium over the Reserve Gas Price.
- B. **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.
- C. **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.

**6.5.3. Range Bid for Scheduled Delivery Commencement Date**

- A. **Range for Scheduled Delivery Commencement Date:** The Scheduled Delivery Commencement Date will have to be quoted by the bidder and will be no later than 365 (three hundred and sixty five) days, from date of readiness to supply gas as notified by ONGC to the Buyer i.e., "A".
- B. **The Scheduled Delivery Commencement Date can only be biddable once during the "First Bid Period" and same shall not be allowed to be changed during the entire e-auction process.**

**6.5.4. Volume Bid**

- A. **Starting Volume:** The starting volume shall be as quoted by bidder during the "First Bid Period" and the quoted quantity should be between minimum biddable volume and maximum biddable volume. Further, the starting volume is biddable only once and cannot be changed once entered. Any further increments in volume can be increased by ticker size as mentioned at 6.5.4 (C).
- B. **Maximum Volume Bid:** The maximum volume during the e-auction shall be 3500 SCMD. During the e-auction, no bidder will be permitted to quote a quantity higher than this volume specified above.
- C. **Ticker size for volume bid:** The volume bid can be increased in multiples of ticker size during the e-auction and ticker size for the volume bid shall be 500 SCMD.

The volume bid can be increased provided the price bid is increased as well by the bidder.

6.5.5. 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.

- 6.5.6. Upon the submission of a valid first bid within the First Bid Period, a bidder can revise its bid any number of times during the duration of the e-auction.
- 6.5.7. The entire e-auction process will be dynamic and will be subject to extensions as per Clause 6.5.8.
- 6.5.8. **Extension of e-auction duration:** If a bid is received within the last 5 (five) minutes before the close of the e-auction duration and such bid alters the provisional allocation quantity determined by the e-auction portal for any of the bidders, there would be an automatic 15 (fifteen) minutes extension of the auction duration. The 15 (fifteen) minutes auto extension will start from the time of the first bid received within the last 5 (five) 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.
- 6.5.9. **E-auction closure:** The e-auction process ends if there is no bid revision in the period specified above in Clause 6.5.8 or if no valid bids are received within the First Bid Period.

## **6.6. Determination of provisional quantity and final quantity allocation**

- 6.6.1. After the completion of the e-auction process, the following steps will be followed to determine provisional allocation:
- 6.6.2. **Step 1:** The gas prices quoted by the bidders in the e-auction will be arranged in descending order on fallback and as is where is basis i.e., the H-1 bidder will be placed at the top. Where there is a single H-1 bid with respect to ‘P’, then Gas would be first fully allocated to the bidder who has quoted highest (“P”) for off-take of gas.

**Step 2:** In case there are multiple bids having the same H-1 quote i.e., more than one bidder quoting the same highest premium over Reserve Gas Price but different range bid i.e., number of days in relation to Scheduled Delivery Commencement Date, then Gas would be first fully allocated to the bidder who has quoted the least number of days (“A”) for off-take of gas.

If surplus gas is left after the allocation as provided above, then the balance gas available would be allocated to the bidder who has quoted next higher number of days (“A”) for off-take of gas and this process shall be repeated until all available gas is exhausted for allocation.

**Step 3:** In case, there are multiple bids from that field having same gas price, same number of days (“A”) for offtake of gas, then the gas would be allocated to all such bidders on *pro rata* basis in proportion to the gas quantity/ volume they have quoted in the e-auction vis-à-vis

total gas available from the field under this RFP.

- 6.6.3 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 2000 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.
- 6.6.4 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 of days from submission of the revised Security Deposit. The NOA will constitute the formation of the contract between the parties.
- 6.6.5 Once ONGC issues the NOA to the successful bidders, ONGC will thereafter send the successful bidders the copy of the Gas Supply Agreement in duplicate as provided in this RFP. The successful bidder is required to sign a formal Gas Supply Agreement (GSA), as per Schedule 1 of this RFP, with ONGC on non-judicial stamp paper of appropriate value applicable for the place where from gas is to be supplied, within a maximum period of 60 (sixty) days of date of NOA. Until the GSA is signed, the NOA shall remain binding between two parties.
- 6.6.6 After executing the GSA, the successful bidder has to submit the required statutory clearances, prior to commencement of gas supplies to their plant/unit including a proof of submission of application to ‘Petroleum & Natural Gas Regulatory Board’ (PNGRB) for laying of dedicated natural gas pipelines under the provisions of the Petroleum & Natural Gas Regulatory Board (Authorizing Entities to Lay, Build, Operate or Expand Natural Gas Pipelines) Regulations, 2008, Power Purchase Agreement [for bidders who shall be using gas for generation of power for sale at regulated rates], Gas Transportation Agreement (GTA) with the transporter, clearance from Petroleum Explosives Safety Organization (PESO) etc. The above list is indicative and bidders shall be responsible for all statutory clearances required to conduct their operations.
- 6.6.7 The e-auction process provided in this Clause 6.6 is subject to the requirements under the MoP&NG notification dated July 8, 2013 (Guidelines for Selection of Customers for Domestic Gas available from Small/ Isolated Fields), as amended from time to time, whereby any existing

customer of ONGC (not being a bidder under this RFP) who has not received gas pursuant to the terms of its existing GSA due reservoir failure, may participate in the bidding process or be given the right to match the highest price (H1) in accordance with point (xx) of the aforesaid notification. Where this provision is applicable, ONGC will notify the bidders at the pre-bid stage as to the nature of priority being provided to such existing customer(s). Where such existing customer(s) is/are being given the right, by ONGC to match the H1 price of the e-auction, such existing customer(s) will not be entitled to quote/ offtake a volume higher than the contracted quantities or affected/reduced contract quantities, whichever is lesser, which the existing customer(s) was entitled to receive under its GSA as of the reservoir failure. In relation to such H1 matching by the existing customer(s), the following steps will apply:

- (a) At close of the e-auction as provided under Clause 6.5.9, existing customer(s) will be provided 5 (five) minutes to match the H1 price for the quantities to be quoted by such existing customer(s);
- (b) In case, the H1 price is matched by the existing customer(s), H1 bidder will get to decide whether to accept the gas allocation which is less than their tendered/bid quantity, as a result of such matching by existing customer(s). In case bidder is allocated quantity of gas less than their volume quotation in the e-auction, bidder would be entitled to surrender entire/part of gas being provisionally allocated. In case of such surrender, Security Deposit would not be forfeited.
- (c) In case a bidder is allocated quantity of gas as per their quotation in the e-auction, bidder will have the option to either to accept or to surrender the entire allocation made to him. In case of non-execution of GSA (after allocation) or surrender (including by H1 Bidder), entire Security Deposit would be forfeited.

#### **6.6.8 Other Conditions:**

- (a) In case the overall production from the small/isolated field and marginal field increases beyond 0.2 MMSCMD and the field gets connected to the grid at a later stage then the existing customers, shall be assured of the domestic gas supply only for a period of one year from such connection to the grid and thereafter the gas will be allocated as per the prevailing gas utilization policy of the Government of India, in case there is unfulfilled gas demand from a higher priority customer on the grid at any point in time after connection to the grid.
- (b) In case the production of the gas field increases to a higher level than initially expected/advertised as part of the buildup (but remains lesser than 0.2 MMSCMD) 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.

- (c) The bidder agrees and understands that in case of decrease in production from the gas Field, there will be a reduction in the gas supply to all allottees on *pro-rata* basis.
- (d) The gas would be from the source/field indicated in the tender and ONGC shall endeavor to supply gas from such source uninterruptedly subject to availability. In case of reduction in availability of gas during the contract period due to reasons primarily attributable to the geological reservoir uncertainties & complexities, other complications in the fields/ wells or any reasons whatsoever, if gas supply cannot be provided, ONGC shall not be responsible nor it shall be an issue for arbitration or a matter of dispute in court of Law. The bidder shall make all necessary provisions for creation and maintaining dual fuel capabilities in order to meet their fuel requirement by an alternative fuel/substitute to gas, as and when gas supplies are interrupted or discontinued for the reasons mentioned.
- (e) In case of any reservoir failure, the allotted customer shall be given priority in getting gas supply at the same terms and conditions from any nearby field in the same Asset/Basin subject to customer undertaking to transport gas from the new location at their own expense within 180 days (or such period as agreed in writing by ONGC) from ONGC's conveying the decision. Such offer would be made during the initial term of the contract only.
- (f) The bidder is prohibited to offer any service/benefit of any manner to any employee of ONGC and that the bidder may suffer summary termination of agreement /disqualification in case of violation.



## 7. Activity Schedule

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

| S. No. | Particular   | Activity Date and Time                                   |
|--------|--|--|
| 1      | Publishing NIO, RFP and GSA  | 12/01/2024 at 09:00 Hrs                                  |
| 2      | Last date for submission of queries of bidder  | 29/01/2024 at 09:00 Hrs                                  |
| 3      | Pre-bid meeting  | No Pre-bid meeting is scheduled                          |
| 4      | Bidder training  | 16/01/2024 to 6/02/2024                                  |
| 5      | Start of bidder registration on the e-auction portal   | 12/01/2024 at 09:00 Hrs to 06/02/2024 till 18:00 Hrs     |
| 6      | Last date for bid submission (Techno-Commercial Bid) along with documents - physical copy of the security deposit, etc. under pre-qualification process. | 06/02/2024 till 19:00 Hrs                                |
| 7      | Last date of the receipt of Security Deposit   | 12/02/2024 till 9:00 Hrs                                 |
| 8      | Notification to techno-commercially qualified bidders  | 14/02/2024   |
| 9      | E-Auction training sessions/Mock run   | 15/02/2024   |
| 10     | E-Auction Date   | 16/02/2024   |
| 11     | E-Auction Duration   | 11:00 hours IST – 12:30 hours IST on the e-Auction Date. |

## **8. General Guidelines**

- 8.1. Bidders are expected to thoroughly understand, evaluate and examine all instructions, forms, undertakings, requirements, and terms and conditions of the RFP including GSA. Each bidder is required to submit its bid based on the terms and conditions of this RFP and the GSA, without any deviations or conditionality. A submission of the bid would imply unconditional acceptance of all the terms and conditions in the RFP and GSA.
- 8.2. Conditional bids, or bids qualified by vague and indefinite expressions such as "Subject to availability", etc., will not be considered.
- 8.3. ONGC reserves right to seek in physical form original/notarized true copy of any document uploaded in digital form, at any time during the processing of tender and execution of the GSA.
- 8.4. Each Bidder shall participate in the e-auction at its own expense and none of the expenses incurred in its participation can be claimed from ONGC or Empanelled Agency, regardless of the outcome of the e-auction.
- 8.5. Telex/Telegraphic/Fax/Xerox/e-mail/Photocopy bids and bids with scanned signature will not be considered.
- 8.6. Bids, once made, cannot be cancelled / withdrawn after the closing date for Techno-Commercial Bid. Each bidder undertakes to offtake the final quantity as determined at the end of the e-auction, at the price determined pursuant to the e-auction.
- 8.7. 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.
- 8.8. Unsolicited post-tender modification will lead to straight away rejection of the bid.
- 8.9. Failure to furnish any/all information/documents required under this RFP may lead to disqualification of the bidder.
- 8.10. In addition to the Gas Price, each bidder acknowledges and agrees that such price is ex-ONGC installation and is exclusive of taxes, duties, service tax, GST, education cess, sales tax/VAT, Octroi, and all other statutory levies as applicable at present or to be levied in future by the Government of India or State Government or any other local body or bodies payable on sale of gas by ONGC to the Buyer and these shall be borne by the Buyer over and above the price

determined during the e-auction.

- 8.11. In case the provisional allocation determined during the e-auction is in decimals, the same will automatically be rounded off to the nearest 10's of the preceding whole number. (eg. 6333.33 would be round off to 6330). Each bidder acknowledges that this rounding off may result in the sum total of provisional quantity determined during the e-auction being less than or equal to the total quantity of gas available for bidding.
- 8.12. Each bidder acknowledges and agrees that the invitation by ONGC for submission of bids does not constitute a commitment by ONGC to supply or sell gas. ONGC's obligation to supply or sell gas to a Buyer shall become effective only upon the execution of the GSA by ONGC/ Sellers and the respective Buyer.
- 8.13. 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.
- 8.14. Each bidder acknowledges and agrees that this Request for Proposal (RFP) by ONGC does not constitute any commitment to supply or sell gas and is only an invitation to offer. The Notification of Award (NOA) will constitute the formation of the contract and the same shall remain binding on both the parties till the GSA is signed. Gas supply to the bidder shall not commence unless payment security is furnished and GSA is signed.
- 8.15. Any attempt by a bidder to influence the e-auction process or other bidders, bid evaluation or the allocation process shall immediately result in disqualification of its bid.
- 8.16. In case of any conflict between the provisions of this RFP and the GSA, the provisions of the GSA shall prevail.
- 8.17. The outcome of the e-auction and the results determined pursuant to the e-auction shall be final and binding on all bidders and shall not be a subject of dispute under any circumstances.
- 8.18. Each bidder represents and acknowledges to ONGC and Empanelled Agency 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 GSA.
- 8.19. In the unlikely event of data loss or corruption, and if the back-up facility is also affected, Empanelled Agency shall decide whether the e-auction shall be continued or suspended until further notice. In this case, the decision of the Empanelled Agency shall be final and binding upon all bidders.
- 8.20. Bidders are advised to ensure that the computer system (configured with minimum information technology requirements as per Section 4 of this RFP), internet availability and connectivity, power source, DSC, internal support personnel, etc. are available at their end along with necessary back-up options to deal with any contingencies which may arise during

the e-auction. Any disruptions at the bidder's end shall be the sole responsibility of the bidder. ONGC or Empanelled Agency shall not be responsible, in any manner whatsoever, for the same.

- 8.21. ONGC reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFP and the bidder shall, when so required by ONGC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by ONGC shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of ONGC thereunder.
- 8.22. 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, 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.

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 prejudice to any other right or remedy that may be available to ONGC under this RFP, the Bidding Documents, the GSA or otherwise.

- 8.23. 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;
  - (d) no attempt has been made by it to collude with another bidder in determining its bids or influencing the decisions of other bidders.
- 8.24. ONGC reserves the right to withhold or withdraw the e-auction process at any stage or cancel or modify the process or change / modify / amend any or all provisions of this RFP, at any

time, without assigning any reason whatsoever by notice to all bidders. ONGC shall have sole discretion and reserve the right, without any obligation or liability, to accept or reject any or all of the bids at any stage of the e-auction process. ONGC, at its own discretion, can seek additional documents from bidders that it may require to ascertain the capability of bidders to offtake gas as per the terms of GSA.

- 8.25. It shall be deemed that by submitting the bid, the bidder agrees and releases ONGC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the tender/ e-auction process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 8.26. If there is any change, either by way of introduction of any new or amendment in the existing laws, rules, regulations, orders including gas pricing notifications, directives, policies of the Government of India, the same shall be binding and such change shall not be a ground for admitting any claim against ONGC.

## 9. Bidding Support

- 9.1. 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:

| Query Type   | Contact Details   |
|--|---|
| General clarification regarding bidding process OR for any kind of Technical Support | <a href="mailto:ongcgasbidding@mjunction.in">ongcgasbidding@mjunction.in</a>            |
| <b>Helpdesk Nos for e-bidding</b>  | 033-6601-1717 / 033-6603-1747   |
| <b>Helpline nos</b>  | Rinku Ghosh - 8584008162<br>Nirmalya Ghosh – 9163348285<br>Papiya Banerjee – 8336925964 |
| <b>Auction Helpline nos</b>  | Souvik Ghosh - 9163348134<br>Arijit Paul – 9163348277<br>Amit Banerjee – 9163348281     |

**Section B****Appendix 1****Format of Techno-Commercial Bid**

|            | <b>Description</b>   | <b>Quote</b>    |
|------------|--|-----------------|
| <b>I</b>   | Name of field/location   | Vanadurru South |
| <b>II</b>  | Gross Calorific Value of Gas (KCAL/SCM) (indicative Based on field report)   | 10033.92        |
| <b>III</b> | Gas Quantity under tender from the field (in SCMD)   | 3500            |
| <b>IV</b>  | RBI Reference Rate (1 USD = Rs.)   | 83.28           |
| <b>V</b>   | Amount of Security Deposit(s) in INR for twelve weeks on reserve price and quoted quantity.                                | [●]             |
| <b>VI</b>  | Details of Security Deposit(s) for twelve week gas supply (BG/LC Nos./NEFT, RTGS, Electronic Fund Transfer details & Date) | 1.              |
|            |  | 2.              |
|            |  | 3.              |
|            |  | 4.              |
|            |  | 5.              |
|            |  | 6.              |
|            |  | 7.              |
|            |  | 8.              |
|            |  | 9.              |
|            |  | 10.             |
|            |  | 11.             |
|            |  | 12.             |

\* Conditions related to this Appendix:

1. The bidder to download the bid schedule and upload the same after filling up the required data in the same format (not to be printed & scanned).
2. The bidder to quote the required gas quantity in Standard Cubic Meter per Day. The same is to be quoted both in figures and in words.
3. The gas quantity offered by ONGC is indicative and it may vary on either side i.e., it may increase or it may decrease, normally with a range of  $\pm 10\%$  of the indicated profile. The gas price will be applicable for actual supply of gas.
4. Bidder to quote the number of days required to be ready to off-take gas from NOA date. This should be equal or less than 365 (Three Hundred and Sixty Five) days.
5. The above quotes should be clearly specified and quotation written in words will prevail in all cases.
6. Security Deposit amount calculated above includes applicable Taxes and Duties.

Name & address of the Bidder

Date & Place:

**Appendix-1A**

**BIDDING DOCUMENT ACKNOWLEDGEMENT PRO- FORMA  
(On bidder's letter head)**

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

To  
The Asset Manager,  
ONGC, Rajahmundry Asset,  
Rajahmundry, Dist.: East Godavari,  
Andhra Pradesh - 533106.

Dear Sir/ Madam,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of GSA and RFP enclosed to the "Notice Inviting Offer (NIO)" pertaining to Gas Sales from Vanadurru South field of Rajahmudhry Asset (Andhra Pradesh).

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Yours faithfully,**

**[insert name of authorized signatory]**

**Designation:**

**Email:**

**TELEPHONE No:**

**(Name of Bidder)**

*Note: This form should be uploaded along with Techno-Commercial Bid.*



**Appendix-2****BID SUBMISSION PRO-FORMA**  
**(On bidder's letter head)**

|                           |                   |
|---------------------------|-------------------|
| RFP No. _____ dated _____ | Bidder's Address: |
|                           | Telephone No.     |
|                           | <b>Fax No:</b>    |

To

The Asset Manager,  
ONGC, Rajahmundry Asset,  
Rajahmundry, Dist.: East Godavari,  
Andhra Pradesh - 533106.

Dear Sir/Madam,

1. I/We hereby offer to purchase the natural gas detailed under this RFP and draft GSA to or such portion thereof as you specify in the Notice of Award (NOA) at the price given in the said offer and agree to hold this offer open till the execution of the GSA.
2. I/We have understood and complied with the terms of the RFP and have accepted the Gas Supply Agreement at Schedule 1 for purchasing natural and am/are fully aware of the nature of the gas to be purchased and my/our offer is to purchase natural gas strictly in accordance with the conditions mentioned in RFP and GSA and any addenda / corrigenda thereto.

**Yours faithfully,****[insert name of authorized signatory]****Designation:****Email:****Telephone No:****(Name of Bidder)*****Note: This form should be uploaded along with Techno-Commercial Bid.***

**Appendix-3****BID SUBMISSION AGREEMENT**

No.

Dated:

Sub: **SUBMISSION OF BIDDING DOCUMENTS**Ref: **BID No.** \_\_\_\_\_

ONGC and the bidder agree that the Notice Inviting Offer (NIO) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of [●] (state the number of days from the last date for the receipt of offers stated in the NIO) days AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIO. They confirm acceptance and compliance with the Integrity Pact in letter and spirit. They further agree that the contract consisting of the above conditions of NIO as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract, which will come into existence when bid, is finally accepted by ONGC. The consideration for this separate initial contract preceding the main contract is that ONGC is not agreeable to issue the NIO to the bidder and to consider the bid to be made except on the condition that the bid shall be kept open for [365 days]<sup>36</sup> from the opening of the Techno-Commercial Bid and the bidder desires to make a bid on this condition and after entering into this separate initial contract with ONGC. ONGC promises to consider the bid on this condition and the bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If bidder fails to honour the above terms and conditions, ONGC shall have unqualified, absolute and unfettered right to encash/forfeit the bid security submitted in this behalf.

|                   |                   |
|-------------------|-------------------|
| Yours faithfully, | Yours faithfully, |
| <b>(BIDDER)</b>   | <b>(ONGC)</b>     |

**Note:** A signed copy of this contract should be submitted along with Techno-Commercial Bid.

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<sup>36</sup>**Guidance Note:** In case of fields located in the north-eastern region, the time period will be 2 years.

**Appendix-4**

**Details of the Bidder**  
**(On bidder's letter head)**

| <b>S. No.</b> | <b>Description</b>   | <b>Details/Remarks</b> |
|---------------|--|------------------------|
| 1.            | Name of the bidder:  |                        |
| 2.            | Registered Address:  |                        |
| 3.            | Address of the location of the plant where gas is required:<br>(For existing consumer & the new industries can indicate the tentative location)  |                        |
| 4.            | Purpose of gas usage and sector  |                        |
| 5.            | Status of the Plant: Green field/ Brown field  |                        |
| 6.            | Telephone/ e-mail of bidder  |                        |
| 7.            | If bidder is a company, then bidder to provide Company's registration details –date of incorporation, Registration number, etc. Enclose copies of certificate of incorporation, memorandum of association and articles of association.   |                        |
| 8.            | If bidder is a partnership firm/ limited liability partnership, then bidder to provide details of firm/ LLP along with notarized deed document   |                        |
| 9.            | If bidder is a proprietorship, then bidder to provide details of firm along with a copy of the registration obtained under the relevant shops and establishments statute.  |                        |
| 10.           | Audited Annual Accounts of the Firm/Company for last two financial years indicating Turnover and net-worth. Bidder to enclose a 'Certificate of compliance'.<br>(The latest audited annual account should not be older than 18 months from the bid closing/un-price bid opening date). |                        |
| 11.           | Confirm whether bidder is newly formed company i.e. one which has been incorporated in the last 5 years from the date of bid opening or a subsidiary company.  |                        |
| 12.           | If response to 11 is yes, confirmation regarding submission of audited annual accounts of parent or promoter company   |                        |
| 13.           | If response to 11 is yes, please confirm submission of corporate guarantee on parent or promoter company's letter head.  |                        |
| 14.           | Details regarding Security Deposit (s):<br>1. Details regarding Bank Guarantee, amount and Name of Bank.<br>2. Details regarding irrevocable Letter of Credit (L/C) of required validity, amount and Name of Bank.   |                        |

|     |  |  |
|-----|--|--|
| 15. | Please confirm that you have read the Integrity Pact provided in Appendix 19 and has been signed on each page.                               |  |
| 16. | Please confirm that you have read the Gas Supply Agreement provided in <b>Schedule 1</b> .   |  |
| 17. | Any other information, facts which the bidder feels relevant for fair evaluation of his bid may also be furnished with supporting documents. |  |
| 18. | Bids be signed by the authorized signatory and original Power of Attorney as per the format in Appendix 10 is enclosed.                      |  |

**Declaration**

I, the Authorized signatory to this bid/offer, do hereby agree to and accept all the terms and conditions contained in the documents provided by ONGC.

(Signature of Authorized Signatory)

Name:

Designation:

Seal of the Company/Firm

Place:

Date:

***Note: This form should be uploaded along with Techno-Commercial Bid.***

## Appendix-5

## CONFIRMATION CHECKLIST

(On bidder's letter head)

| Following confirmations are to be given by the bidder by <b>tick(✓) marking</b> in the last column |   |  |
|--|---|--|
| 1.   | I/We hereby confirm that I/we have tick marked in all column of the Bid format submitted with the bid so as to give an indication that I/we have filled up (Quoted) these columns in the bid.   |  |
| 2.   | I/We hereby confirm that our unconditional validity of the bid is for [365] <sup>37</sup> days from opening of Techno-Commercial Bid.   |  |
| 3.   | I/We hereby confirm that our bid is firm during the entire duration of the bidding process/ e-auction without any qualification.  |  |
| 4.   | I/We hereby confirm acceptance of the agreement period with the provision for review at the periodicity mentioned in the Gas Supply Agreement attached at Schedule 1.   |  |
| 5.   | I/We hereby confirm acceptance of scope of terms of natural gas supply in toto, without exceptions and exclusions.  |  |
| 6.   | I/We hereby confirm that all handwritten matter in all the documents submitted are authenticated by me/us.  |  |
| 7.   | I/We hereby confirm that in all the legal documents submitted, the signatures of witnesses are taken.   |  |
| 8.   | I/We hereby confirm that I/we have submitted the Integrity Pact duly signed on all pages.   |  |
| 9.   | I/We hereby confirm that we have submitted the confirmation on official letter regarding invoking of Security Deposit on weekly basis in the event of delay in utilization of gas as per the gas usage promised by the bidder in the bid document beyond the time of utilization promised in the bid by the bidder. |  |

Signature of the Bidder

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

Date:

**Note:** To be submitted with Techno-Commercial Bid.

<sup>37</sup>**Guidance Note:** In case of fields located in the north-eastern region, the time period will be 2 years.

**Appendix-6**

**PRO-FORMA CERTIFICATE ON RELATIVES OF DIRECTORS OF ONGC TO BE  
SUBMITTED PURSUANT TO SECTION 184 AND 186 OF COMPANIES ACT, 2013**

**(On bidder's letter head)**

**CERTIFICATE**

This has reference to our proposed offer/bid for utilization of low-pressure natural gas from \_\_\_\_\_field of ONGC in \_\_\_\_\_Asset.

For the purpose of Section 184 and 186 of the Companies Act, 2013, we certify to the best of my/our knowledge.

- (i) I am not a relative of any director of ONGC.
- (ii) We are not a firm in which a Director of ONGC or his relative is a partner.
- (iii) I am not a partner in a firm in which a Director of ONGC or his relative is a partner.
- (iv) We are not a private company in which a Director of ONGC is a member or Director.
- (v) We are not a Company in which Directors of ONGC hold more than 2% of the paid-up share capital of our company or vice-versa.

(Signature of Authorized Signatory)

Name:

Designation:

Seal of the Company/Firm

Place:

Date:

Note: "Relative" means as mentioned in Section 2 of the Companies Act 2013.

***Note: This form should be uploaded along with Techno-Commercial Bid.***

**Appendix-7**

(On non-judicial stamp paper as per stamp duty applicable)

**PRO-FORMA OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT(S)**

Ref No.

Bank Guarantee No.

Dated

To,

The Asset Manager,  
ONGC, Rajahmundry Asset,  
Rajahmundry, Dist.: East Godavari,  
Andhra Pradesh - 533106.

Dear Sir,

1. Whereas Oil and Natural Gas Corporation Ltd. incorporated under the Companies Act, 1956, having its registered office at Deendayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj New Delhi 110070 and one of its offices at ONGC, \_\_\_\_\_ Asset, \_\_\_\_\_, Dist.:\_\_\_\_\_, \_\_\_\_\_(State) Pin -\_\_\_\_\_(hereinafter called 'ONGC' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having Head/Registered office at \_\_\_\_\_ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No \_\_\_\_\_ and Bidder having agreed to furnish as a condition precedent for participation in the said tender a Security Deposit with the said Application in the form of unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures)\_\_\_\_\_ (Indian Rupees / (in words) \_\_\_\_\_ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Offer (NIT) and other terms and conditions contained in the Bidding documents supplied by ONGC which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.
2. We \_\_\_\_\_(Name of the Nationalized Bank) registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (herein after referred to as "The Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by ONGC, the amount of Indian ₹ \_\_\_\_\_ (Indian Rupees \_\_\_\_\_only) (in figures and in words) in aggregate at any time without any demur and recourse and without ONGC having to substantiate the demand. Any such demand made by ONGC shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.
3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
4. The Bank also agrees that this guarantee shall be irrevocable and without recourse and governed and construed in accordance with Indian laws and subject to exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.

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 claim period against this Bank guarantee. If no such claim has been received by us by the said date, all the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.
8. In witness whereof, the bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

(Signature)

Full name, designation and  
Official address (in legible letter)  
With Bank stamp.  
(Attorney/Authorization No. of Signing  
Authority)  
Date \_\_\_\_\_

WITNESS NO. 1

WITNESS NO. 2

(Signature)  
Full name and official address  
  
(In legible letters)

(Signature)  
Full name and official address  
  
(In legible letters)

**Note:**

- (i) This Bank Guarantee/ all further communications relating to the Bank Guarantee should be forwarded to the office of Manager (MM), \_\_\_\_\_Asset, Oil and Natural Gas Corporation Limited, <Address of concerned Asset>.
- (ii) Bank guarantee, duly executed as per the above format, is to enclosed with the offer.

**INSTRUCTIONS FOR FURNISHING BANK GUARANTEE TOWARDS SECURITY DEPOSIT (SD)**

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper/franking receipt as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper/franking receipt should be either in name of the issuing Bank or the Bidder.
2. The expiry date, as mentioned in clause 5 & 6 should be arrived at by adding 30 days to one year from bid opening date or for a period of 30 days plus six months beyond the promised date of gas utilization, whichever is later.
3. The Bank Guarantee by Indian Bidders will be given from Nationalized/Scheduled Banks only (in case of scheduled commercial private sector bank minimum AA credit rating from any of ICRA/CRISIL/CARE/IND-RA will be required).



Appendix-8

PROFORMA OF LETTER OF CREDIT FOR SECURITY DEPOSIT

UNCONDITIONAL IRREVOCABLE LETTER OF CREDIT. NO.

BENEFICIARY: OIL AND NATURAL GAS CORPORATION LTD,

Asset, \_\_\_\_\_,

Dist.: \_\_\_\_\_, Pin \_\_\_\_\_.

AMOUNT OF LETTER OF CREDIT: ₹ \_\_\_\_\_.

EXPIRY

DATE. \_\_\_\_\_.

We hereby established unconditional irrevocable Letter of Credit no.-----Dt.-----  
----in favour of Oil and Natural Gas Corporation Ltd., \_\_\_\_\_ Asset, \_\_\_\_\_, Dist.:  
\_\_\_\_\_, \_\_\_\_\_ (State) Pin- \_\_\_\_\_ for ₹ \_\_\_\_\_ as per following details:-

1. This is an unconditional IRREVOCABLE and without recourse LETTER OF CREDIT which allows multiple part encashment and is valid up to \_\_\_\_\_ for submission of documents for negotiation to the bank.
2. This Letter of Credit covers payment towards Security Deposit (SD) as a part of the bid to cover twelve weeks (eighty four days) Gas cost as per provision under Clause 17 of 'Special Term for Sale of Gas' (Annexure-II) of the tender document.
3. All bank charges including negotiation/ handling and interest charges will be borne by the opener of Letter of Credit i.e. Bidder/buyer.
4. If the payment to ONGC/ONGC banker is not made at sight of documents, interest @ SBI Base Rate plus 6 % (six percent) per annum compounded quarterly for each day payments are overdue until paid, shall be charged.
5. Payment against the Letter of Credit shall be released immediately on presentation of duly signed invoice/provisional invoices/ debit notes in duplicate by ONGC.
6. This unconditional irrevocable Letter of Credit is available for negotiation directly with the issuing Bank/Branch or through ONGC's bankers without recourse to the drawer. We hereby guarantee to protect the beneficiary from any consequences, which may arise in the event of non-acceptance or non-payment of, draft drawn in accordance with the terms of credit.

Yours faithfully

(Sign of authorized Officer of Bank)

**Appendix-9**

**AUTHORISATION LETTER FOR ATTENDING BID OPENING**

**(In case ONGC carries out tendering process)**

**(On bidder's letter head)**

No. \_\_\_\_\_ Date \_\_\_\_\_

To

The Asset Manager,  
ONGC, Rajahmundry Asset,  
Rajahmundry, Dist.: East Godavari,  
Andhra Pradesh - 533106.

Subject: **Tender No.** \_\_\_\_\_ **due on** \_\_\_\_\_

Sir/ Madam,

\_\_\_\_\_ has been authorized to be present at the time of opening of above offer due on \_\_\_\_\_ at \_\_\_\_\_ on my/our behalf.

(Signature of Authorized Signatory)

Name:

Designation:

Seal of the Company/Firm

Place:

Date:

***Note: This form should be uploaded along with Techno-Commercial Bid***

Copy to: \_\_\_\_\_ for information and for production before \_\_\_\_\_ (MM), ONGC,  
\_\_\_\_\_ Asset at the time of opening of bids.

**Appendix-10**

**FORMAT OF POWER OF ATTORNEY FOR SUBMISSION OF BID**

Know all men by these presents, We, [●] (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of [●] and presently residing at [●] , who is presently employed with us and holding the position of [●] as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid in relation to ONGC’s RFP No. [●] for sale of gas from [*insert name of Gas Field*] including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to ONGC, representing us in all matters before ONGC, signing and execution of all contracts including the GSA and undertakings consequent to acceptance of our bid, and generally dealing with ONGC in all matters in connection with or relating to or arising out of our bid and/or upon award thereof to us and/or till the entering into of the GSA with ONGC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20...

For .....

(Signature, name, designation and address  
of person authorized by Board Resolution  
in case of Firms/Company.

Witnesses:

1.

2.

**Appendix-11**

**Confirmation regarding invoking of Security Deposit(s)  
(On bidder's letter head)**

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

To,

The Asset Manager,  
ONGC, Rajahmundry Asset,  
Rajahmundry, Dist.: East Godavari,  
Andhra Pradesh - 533106.

Dear Sir/ Madam,

We have read the terms and conditions provided in the tender document regarding submission of Security Deposit (SD) at the time of bid submission and revision of SD on price and quantity, if any, at the time of gas allocation after the completion of e-auction.

We agree that timely commencement of gas off-take is of prime importance for early monetisation of ONGC's gas reserves.

Any delay by us in utilisation of gas as per the gas usage promised by us in the bid document beyond the time of utilization promised in the bid would lead to invoking of Security Deposit (SD) on a weekly basis till the time we commence gas off-take.

(Signature of Authorized Signatory)

Name:

Designation:

Seal of the Company/Firm

Place:

Date:

***Note: This form should be uploaded along with Techno-Commercial Bid***

**Appendix-12**

**Undertaking regarding premium on gas price  
(On bidder's letter head)**

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

To,

The Asset Manager,  
ONGC, Rajahmundry Asset,  
Rajahmundry, Dist.: East Godavari,  
Andhra Pradesh - 533106.

**Sub: Undertaking regarding the premium on gas price.**

**Dear Sir/Madam,**

We have read the terms and conditions provided in the tender document regarding offering / quoting gas price and we undertake that we have not quoted the premium on gas price anywhere in the bid document except in the Price Bid section of the e-auction portal.

It is to further undertake that in case the 'P' i.e. the Premium over the Reserve Gas Price, is found anywhere else on opening of the Techno-Commercial Bid, our bid will be summarily rejected by ONGC/Empanelled Agency.

Yours Faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Seal of the Company/Firm

Place:

Date:

***Note: This form should be uploaded along with Techno-Commercial Bid***

**Appendix-13**

**Undertaking regarding payment of revised gas price  
(On bidder's letter head)**

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

To,

The Asset Manager,  
ONGC, Rajahmundry Asset,  
Rajahmundry, Dist.: East Godavari,  
Andhra Pradesh - 533106.

**Sub: Undertaking regarding payment of revised gas price.**

Dear Sir/ Madam,

We have read the terms and conditions provided in the tender document regarding revision in domestic gas price in future by Government of India from time to time and we undertake as under:

In case of revision in domestic gas price in future by Government of India to a level higher/or lower, than the Reserve Gas Price applicable at the time of calling bids, then such revised price would be applicable and the bidder shall pay premium plus such revised domestic gas price (along with any marketing margin specified by ONGC from time to time).

Yours Faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Seal of the Company/Firm

Place:

Date:

***Note: This form should be uploaded along with Techno-Commercial Bid***

**Appendix-14**

**Undertaking regarding Fraud Prevention Policy of ONGC  
(On bidder's letter head)**

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

To,  
The Asset Manager,  
ONGC, Rajahmundry Asset,  
Rajahmundry, Dist.: East Godavari,  
Andhra Pradesh - 533106.

**Sub: Undertaking regarding Fraud Prevention Policy of ONGC.**

Dear Sir/ Madam,

I/We have read the Fraud Prevention Policy of ONGC available at ONGC's public portal <https://www.ongcindia.com/> and would adhere to the same and shall not indulge myself/ourselves or allow others to indulge in fraudulent activities and would immediately apprise ONGC of the fraud/suspected fraud as soon as it comes to my/our notice.

Yours Faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Seal of the Company/Firm

Place:

Date:

***Note: This form should be uploaded along with Techno-Commercial Bid***

**Appendix -15**

**Undertaking regarding statutory/ regulatory compliances prior to commencement of gas off-take  
(On bidder's letter head)**

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

To,  
The Asset Manager,  
ONGC, Rajahmundry Asset,  
Rajahmundry, Dist.: East Godavari,  
Andhra Pradesh - 533106.

Dear Sir/ Madam,

We have read the terms and conditions provided in the RFP and GSA regarding obligation of the bidder to obtain all the necessary statutory/regulatory clearance for the proposed gas usage, including but not limited to, if required, from the Petroleum and Natural Gas Regulatory Board (PNGRB), in case offtake of aggregate gas for a facility is less than 50,000 SCMD.

We hereby represent that we have obtained/will obtain all the necessary statutory/regulatory compliances and prior approvals from the appropriate governmental and regulatory authorities for the proposed gas usage.

We undertake and warrant that, in the event of us being declared as a successful bidder, as on the date of commencement of gas offtake under the GSA, we will have obtained and will have in place and keep valid all the necessary statutory/regulatory compliances and prior approvals from the appropriate governmental and regulatory authorities for the proposed gas usage.

We further agree and undertake that any delay in gas offtake due to absence of the applicable statutory/regulatory clearances and prior approvals 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.

We confirm that we will hold harmless and indemnify ONGC against any loss, damage, notice, prosecution etc. arising out of commencement of gas by ONGC relying on the above representation and warranty furnished by us.

Yours Faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Seal of the Company/Firm

Place:

Date:

***Note: This form should be uploaded along with Techno-Commercial Bid***



[Appendix-16]<sup>38</sup>

**Undertaking regarding statutory/ regulatory compliances prior to commencement of gas off-take  
(On bidder's letter head)**

Dated:

To,  
The Asset Manager,  
ONGC, Rajahmundry Asset,  
Rajahmundry, Dist.: East Godavari,  
Andhra Pradesh - 533106.

Dear Sir/ Madam,

We, [●] (insert legal name of bidder entity), having our facilities inside a Geographical Area, as declared by the Petroleum and Natural Gas Regulatory Board, hereby declare that our aggregate gas requirement is more than 50,000 SCMD in each of our facilities.

Yours faithfully,

(BIDDER)

Name:

Designation:

***Note: This form is to be submitted along with techno-commercial bid***

<sup>38</sup>**Guidance Note:** This undertaking from the Buyer will be required only where the Buyer is an entity which has its facilities inside a Geographical Area.

**Appendix-17**

**Declaration regarding banning order**

**(On bidder's letter head)**

Dated:

To,  
The Asset Manager,  
ONGC, Rajahmundry Asset,  
Rajahmundry, Dist.: East Godavari,  
Andhra Pradesh - 533106.

**Sub: Declaration regarding banning order.**

Dear Sir/ Madam,

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

Yours faithfully,

(BIDDER)

Name:

Designation:

***Note: This form is to be submitted along with techno-commercial bid.***

**Appendix -18**

**Undertaking regarding meeting of timelines/milestones and utilizing gas within time period  
quoted as per Techno-Commercial Bid  
(On company letter head)**

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

To,

The Asset Manager,  
ONGC, Rajahmundry Asset,  
Rajahmundry, Dist.: East Godavari,  
Andhra Pradesh - 533106.

Dear Sir/ Madam,

We have read the terms and conditions provided in the tender document regarding timelines/milestones based activities monitoring by ONGC and we agree that timely commencement of gas off-take is of prime importance for early monetisation of ONGC's gas reserves.

In this regard, we would abide by the below mentioned schedule to complete the activities and commence gas off-take:

| Sl. No. | Various activities/milestones to be undertaken to off-take gas within quoted period in Techno-Commercial Bid | Tentative apportion of total quoted period to each milestone (%) | No. of days to complete the activity (To be filled in by the bidder) |
|---------|--|--|--|
| 1.      | Obtaining Statutory approvals and providing to ONGC  | 10   |  |
| 2.      | Purchase of land/site development  | 25   |  |
| 3.      | Placement of orders for equipment, pipelines, etc.   | 40   |  |
| 4.      | Completion of civil work & mechanical completion of the plant  | 90   |  |
| 5.      | Commissioning of plant-commencement of gas supply  | 100  |  |

It is understood that such schedule of activities would be monitored as per the tender conditions, that is from the Date of NOA. I/We undertake that the no. of days quoted hereunder are not more than the no. of days quoted in the Techno-Commercial Bid and our bid is liable to be rejected in case the total no. of days in completing the above milestones is more than the number of days quoted in the Techno-Commercial Bid.

We undertake that we would provide the status on these milestones/activities to ONGC from time to time. Further, we understand that in case of delay in achieving the above milestone(s) as per timeline promised by us, or otherwise also, ONGC is free to survey our site location to see the actual ground

progress made. Further, ONGC would be entitled to demand any such papers related to any of the activities in this regard.

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.

**Yours faithfully,**

**(Bidder)**

**Name:**

**Designation:**

**Appendix-19**

**PROFORMA OF INTEGRITY PACT, AS REVISED VIDE CIRCULAR NO.44/2016**

**(To be executed on plain paper and applicable for all tenders of value above Rs.1 crore)**

**INTEGRITY PACT**

Between

Oil and Natural Gas Corporation Ltd (ONGC) hereinafter referred to as “The Principal”,

and

..... hereinafter referred to as “The Bidder/ Contractor”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for -----  
------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1  
Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2  
Commitments of the Bidder/ contractor**

(1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3**

#### **Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

i) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

ii) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

iii) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

iv) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### **Section 4** **Compensation for Damages**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5** **Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6** **Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) The Principal will enter into Pacts on identical terms with all Bidders and contractors.
- (2) The Bidders(s) / Contractor(s) undertake(s) to procure from all the subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors / sub-vendors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

#### **Section 7** **Criminal charges against violating Bidders/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### **Section 8** **External Independent Monitor / Monitors (three in number depending on the size of the contract)** **(to be decided by the Chairperson of the Principal)**

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder / contractor to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

## **Section 9 Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

## **Section 10 Other provisions**



(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

-----  
For the Principal

-----  
For the Bidder / Contractor

Place -----

Witness 1 : -----.

Date -----

Witness 2 : -----