

Addendum - 2 to RFP no ONGC/RFP/BOKARO/02 published on 30.06.2022 for sale of CBM gas from Bokaro block

Date: 28 July 2022

With reference to ONGC's Request for Proposal (RFP) No. ONGC/RFP/BOKARO/02 published on 30.06.2022 for sale of 0.01 MMSCMD CBM gas from Bokaro Block of CBM Asset, all the interested bidders are requested to note the following highlighted changes in the RFP and model GSA:

Sl. No.	RFP/ GSA Section no.	Existing	Proposed modification
1	Clause 7.4 of RFP	The Contract Gas 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 Central or State Government or Municipality 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 this price.	The Contract Gas Price is ex-ONGC installation and is including excise duty (if applicable) but is exclusive of any other 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 Central or State Government or Municipality 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 this price.
2	Article 06.07.03 of GSA	Buyer shall pay for all quantities of Gas taken as Make Up Gas at the applicable Gas Price (including taxes & duties) when the Make Up Gas is taken, and shall pay all other amounts payable under this Contract in respect of Gas deliveries, provided that, at the end of Second Fortnight, Buyer shall receive a credit for an amount equal to the Make Up Gas taken during the month multiplied by the lower of:	Buyer shall pay for all quantities of Gas taken as Make Up Gas at the applicable Gas Price (including taxes & duties but excluding excise duty (if applicable)) when the Make Up Gas is taken, and shall pay all other amounts payable under this Contract in respect of Gas deliveries, provided that, at the end of Second Fortnight, Buyer shall receive a credit for an amount equal to the Make Up Gas taken during the month multiplied by the lower of:

		<p>a.the gas price for such month, during which Make Up Gas is delivered; and</p> <p>b. the weighted average gas price for the Financial Year, in respect of the Annual Shortlifted Quantity (as per Article 06.03 above) that gave rise to Make Up Gas right.</p>	<p>a.the gas price for such month, during which Make Up Gas is delivered; and</p> <p>b. the weighted average gas price for the Financial Year, in respect of the Annual Shortlifted Quantity (as per Article 06.03 above) that gave rise to Make Up Gas right.</p>
3	Article 14.12 of GSA	<p>Security of payment against gas supply: BUYER shall submit irrevocable and without recourse Letter of Credit (hereinafter referred to as L/C) at least 60 days prior to ONGC readiness date for _____ from any Scheduled Commercial Bank at _____ (name of Place) in favour of the SELLER as per Format provided in Schedule E (in case of scheduled commercial private sector bank minimum AA credit rating from any of ICRA/CRISIL/CARE/IND-RA will be required). This L/C value shall be equivalent of 45 days of gas supply calculated on DCQ (as specified in Article 05.01) and multiplied by price of the gas as specified in Schedule B of the Agreement considering the gross calorific value (GCV) of gas to be supplied by the Seller (all applicable taxes and duties etc. shall be added to the applicable price of gas). The L/C should be valid for one year period. Gas supply to the consumer shall not commence unless L/C towards payment security is furnished. If the L/C is en-cashed for three or more times in a Financial Year due to any reason attributable to the Buyer, then the Buyer shall maintain a L/C of 125% value of the original L/C amount to provide higher payment security. In case, Payment security is provided from a scheduled</p>	<p>Security of payment against gas supply: BUYER shall submit irrevocable and without recourse Letter of Credit (hereinafter referred to as L/C) at least 60 days prior to ONGC readiness date for _____ from any Scheduled Commercial Bank at _____ (name of Place) in favour of the SELLER as per Format provided in Schedule E (in case of scheduled commercial private sector bank minimum AA credit rating from any of ICRA/CRISIL/CARE/IND-RA will be required). This L/C value shall be equivalent of 45 days of gas supply calculated on DCQ (as specified in Article 05.01) and multiplied by price of the gas as specified in Schedule B of the Agreement considering the gross calorific value (GCV) of gas to be supplied by the Seller (all applicable taxes and duties etc., (excluding excise duty, if applicable), shall be added to the applicable price of gas). The L/C should be valid for one year period. Gas supply to the consumer shall not commence unless L/C towards payment security is furnished. If the L/C is en-cashed for three or more times in a Financial Year due to any reason attributable to the Buyer, then the Buyer shall maintain a L/C of 125% value of the original L/C amount to provide higher payment security. In case,</p>

		commercial private sector bank, then the requirement of AA credit rating of the bank would be checked at the time of first submission and subsequent renewal thereof.	Payment security is provided from a scheduled commercial private sector bank, then the requirement of AA credit rating of the bank would be checked at the time of first submission and subsequent renewal thereof.
4	Article 18.01 of GSA	All applicable taxes and duties including VAT, Sales Tax, octroi, entry taxes, Cess, TCS, GST, service tax and excise payable in respect of any Seller's Gas delivered/ Minimum Guaranteed Offtake hereunder will be to the Buyer's account and the Buyer agrees to pay the Seller for such taxes and duties along with price of the gas. In case of interstate sale Buyer shall be obligated to provide Form C promptly to enable timely submission by the Seller to the relevant tax authorities, failing which differential tax along with interest and penalty, if any, shall be on account of Buyer.	All applicable taxes and duties including VAT, Sales Tax, octroi, entry taxes, Cess, TCS, GST, service tax payable in respect of any Seller's Gas delivered/ Minimum Guaranteed Offtake hereunder will be to the Buyer's account and the Buyer agrees to pay the Seller for such taxes and duties along with price of the gas. In case of interstate sale Buyer shall be obligated to provide Form C promptly to enable timely submission by the Seller to the relevant tax authorities, failing which differential tax along with interest and penalty, if any, shall be on account of Buyer.
5	Schedule B (b) of GSA	The above gas price is ex-Seller installation and is exclusive of Taxes, Duties, Cess, Service Tax, GST, TCS, Education Cess, Sales Tax/VAT, Octroi, and all other statutory levies as applicable at present or to be levied in future by the Central or State Government or Municipality or any other local body or bodies payable on sale/supply of GAS by Seller to the BUYER and these shall be borne by the BUYER over and above the aforesaid GAS price.	The above gas price is ex-Seller installation and is exclusive of Taxes, Duties, Cess, Service Tax, GST, TCS, Education Cess, Sales Tax/VAT, Octroi, and all other statutory levies as applicable at present or to be levied in future by the Central or State Government or Municipality or any other local body or bodies payable on sale/supply of GAS by Seller to the BUYER and these shall be borne by the BUYER over and above the aforesaid GAS price. However, Excise duty, if applicable, would be borne by the Seller.
6	Schedule-C of GSA	<p style="text-align: center;">Specifications - Gas quality:</p> <p>Typical Gas Composition Volume (%)</p>	<p style="text-align: center;">Specifications - Gas quality:</p> <p>Typical Gas Composition Volume (%)</p>

Combustible Hydrocarbon gases: [90%] minimum
 Non-combustible gases other than HC: [5%] maximum
 Gross Calorific Value (GCV): Not less than 8500 Kcal/SCM
 Net Calorific Value (NCV): Not less than 7700 Kcal/SCM

The above gas shall meet the quality as per PNGRB (Access Code for Common Carrier or Contract Carrier Natural gas Pipelines) Regulations, 2008, which is as follows:

Parameter	
Hydrocarbon Dew Point* (°Celsius), max	0
Water Dew Point* (°Celsius), max	0
H2S (PPM by wt. max.)	5
Total Sulphur (PPM by wt. max.)	10
Carbon Dioxide (Mole % max.)	6
Total Inerts (Mole%)	8
Temperature(° Celsius), max	55
Oxygen (% Mole vol. max.)	0.2

*At Buyer's pipeline operating pressure

Combustible Hydrocarbon gases: [90%] minimum
 Non-combustible gases other than HC: [3.5%] maximum
 Gross Calorific Value (GCV): ~ 8500 Kcal/SCM
 Net Calorific Value (NCV): ~ 7700 Kcal/SCM

The above gas shall meet the quality as per PNGRB (Access Code for Common Carrier or Contract Carrier Natural gas Pipelines) Regulations, 2008, which is as follows:

Parameter	
Hydrocarbon Dew Point* (°Celsius), max	0
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