

# **OIL AND NATURAL GAS CORPORATION LIMITED**

## **REQUEST FOR PROPOSAL**

**(No. ONGC/RFP/CBM/BOKARO/02)**

### **E-BIDDING FOR SALE OF CBM GAS FROM BOKARO BLOCK, JHARKHAND**



**E-Bidding Partner**

**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, both conventional & unconventional. Its registered office is in New Delhi. It is India's National Oil Company under the aegis of Ministry of Petroleum and Natural Gas. It is the largest upstream player in the country and produces around 70% of India's crude oil and around 84% of India's natural gas. In November 2010, the Government of India conferred the Maharatna status to ONGC.
- 1.2. The consortium of **Oil and Natural Gas Corporation (ONGC)** and **Indian Oil Corporation Limited (IOCL)** are parties to the Production Sharing Contract ("PSC") for the Bokaro Block located in the state of Jharkhand. Under this PSC, ONGC and IOCL have a Participating Interest ("PI") of 80% and 20% respectively. The two parties (ONGC & IOCL) would be referred to as Sellers and individually as Seller, in context of this RFP.
- 1.3. Gas produced by ONGC from above location/block is eligible for Marketing including Pricing freedom, as per the MoP&NG Notification No. O-19018/7/2016/ONG-I dated 11<sup>th</sup> April 2017.
- 1.4. ONGC on behalf of consortium, has launched this e-tender for sale of 0.01 MMSCMD Cascade Ready (Compressed and Dehydrated) CBM gas on fall-back basis. ONGC plans to sell the CBM gas to prospective /interested buyer(s) from EPS-2, Bokaro Block, CBM Asset (Jharkhand) at the available pressure of 250 kg/cm<sup>2</sup>g (pressure of cascade ready gas), ex- EPS-2, Bokaro District, Jharkhand.
- 1.5. In order to comply with Govt. of India's notification pertaining to Natural Gas Marketing Reforms dated 15<sup>th</sup> October 2020 and Discovery of Market Price for Domestically Produced Natural Gas through e-bidding (Notification No. Expl-15022(13)/234/2019-ONG-DV (P-32114)) dated 03<sup>rd</sup> December 2020, ONGC has appointed M/s mjunction services limited as an independent agency empanelled by Directorate General of Hydrocarbons ("DGH"), to conduct bidding process for sale of CBM gas through an online web based electronic bidding platform which is available at <https://eps.buyjunction.in/gasbidding> and link of this e-bidding platform is also available at DGH and ONGC and other Seller's websites. M/s mjunction Services Limited would herein after be called the Empanelled Agency.
- 1.6. ONGC is hereby issuing a Notice Inviting Offer dated 30.06.2022 and invites offers from interested/prospective entities to offtake all or a portion of the 0.01 MMSCMD of CBM gas available for sale from Bokaro block (ex-EPS-2) and in accordance with the terms and conditions of this Request for Proposal ("RFP") and the Gas Supply Agreement ("GSA"). Interested/prospective Gas Consumers can source available gas by participating in this e-tender process.

## 2. Gas Field on Offer

### 2.1. Details of the gas field on offer

S.N	Parameter	Particulars
1.	Name of the block	Bokaro Block, CBM Asset (Jharkhand)
2.	Gas Quantity offered for sale	0.01 MMSCMD
3.	Contract Term	3 to 5 years
4.	Typical Calorific Value (KCal/SCM)	Gross Calorific Value (GCV): 8500 KCal/SCM Net Calorific Value (NCV): 7700 KCal/SCM
5.	Delivery Point	Cascade Ready Gas (Compressed and Dehydrated) Ex- EPS-2
6.	Pricing Formula (\$/mmbtu)	Quoted Slope (%) over Reserve Gas Price, subject to a Floor Price. Reserve gas price 11% * Dated Brent Price, Floor price shall be Domestic Gas Price plus \$1/MMBTU (mark up)
7.	Date of ONGC's readiness to supply gas.	30.04.2023
8.	URL for registration and uploading of documents by interested entities for Technical evaluation	<a href="https://eps.buyjunction.in/gasbidding">https://eps.buyjunction.in/gasbidding</a>

- 2.2. A gas offtake window of 30 days from ONGC'S readiness date would be provided to the Buyer to off-take gas.
- 2.3. During the offtake window, gas off-take/supply could commence by providing a 48 hours' notice by either party and acceptance of the same by the other party.
- 2.4. Further, during offtake window period, Seller 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).
- 2.5. The successful bidder/s will have to sign the Gas Supply Agreement (GSA) annexed hereto at Exhibit-1 within 15 days of issuance of NOA.
- 2.6. 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.

- 2.7. A commissioning period of 90 days from the date of completion of off-take window period or date of actual commencement of gas off-take, whichever is later shall be provided to the Buyer, wherein the MGO may be kept on buyer's nomination (subject to 50% of contracted quantity).

### 3. Eligible Bidders

The following eligibility criteria's will need to be complied by all the bidders

#### 3.1 Eligibility Criteria

- 3.1.1. Submission of the bid should be from users of gas, existing as well as new industries, including reseller of gas. There is no 'Sectoral Priority' and bids from all existing as well as new industries will be treated at par.
- 3.1.2. The Bidder, if successful, shall submit an undertaking (as per format placed at Appendix 8A) prior to commencement of gas off-take declaring that Bidder has obtained all necessary statutory/ regulatory approvals and compliances for commencement of gas off-take/gas sales. The successful Bidder would hold harmless and Indemnify ONGC against any loss, damage, notice, prosecution etc arising out of commencement of gas by ONGC relying on the undertaking furnished by the successful Bidder.
- 3.1.3. Seller/s shall not be liable for failure of the bidder/s to obtain any statutory/regulatory clearances. The bidder shall submit an Undertaking in the format prescribed at Appendix-8 of the RFP for above compliances.
- 3.1.4. Bidder/s can bid up to a maximum of gas quantity on offer or part thereof subject to a minimum of 5,000 SCMD.
- 3.1.5. Bidder/s who are in position to start drawl of gas within maximum 30 days from ONGC's readiness date, should submit their bids.

#### 3.2 IT Requirement / Responsibility of the Bidder

- 3.2.1. Bidder should have a laptop or desktop with decent internet connection (10mbps and above).
- 3.2.2. E-Portal shall be best viewed in Internet Explorer 9.0. If bidder/s are using Internet Explorer 10 or above then compatibility view is to be enabled which is available under Tools menu.
- 3.2.3. Due to security vulnerabilities, all bidder/s are requested to configure the following changes in Browser (Internet Explorer) & Java console.
- A. Configuration of TLS 1.2 in Internet Explorer.
  - B. Installation of Java Runtime Environment 1.8 latest update. Configuration of TLS 1.2 in Java Control Panel
- 3.2.4. Bidder/s may please refer to the 'Browser Setup' tab for details.
- 3.2.5. Bidder/s 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.

### 3.3 Registration and DSC Mapping

3.3.1. The portal will be available for registration on a date specified in Clause 6 of this RFP. Every Bidder would be required to fill a small registration form and will have to enter his/her name, designation, contact number, organization name, PAN number of organization, GSTIN number, gas consumption facility name & address, and other required details. Bidder/s would need to attach a valid Class III Digital Signature Certificate (DSC) issued in the name of 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 platform.

### 3.4 Certificates / Documents to be submitted

3.4.1. Bidder/s are required to mandatorily submit / upload the following documents with DSC signature:

- A. Registration/ incorporation certificate for companies, LLPs and Co-operative societies or Partnership Deed in case of partnership firms.
- B. Audited financial statements of immediate previous Financial Year.
- C. Valid PAN and VAT/CST/GST (as applicable) Registration certificate
- D. Security Deposit as per clause 3.5
- E. Power of Attorney / Board Resolution in the name of the authorized representative of the Bidder
- F. Undertaking that they have gone through the GSA & RFP and any addendums / corrigendum thereto
- G. Declarations/Undertakings etc., mentioned under section B (including Integrity Pact duly signed & witnessed).
- H. Register of directors, shareholders of the company

### 3.5 Security Deposit (SD)

3.5.1. Bidder to submit Security Deposit in the form of Bank Guarantee (BG)/ Letter of Credit (LC) as per format indicated in Section-B.

3.5.2. Bidders shall be required to separately send the Original Copy of security deposit to Empanelled Agency's office (as mentioned below) within 3 days of the last date for bid submission as indicated in Clause 6 of the activity schedule.

Kolkata Office	Delhi Office	Mumbai Office
Kind Attn: Rehan Firdausi mjunction services limited, Godrej Waterside, 3rd Floor, Tower 1, Plot V, Block DP, Sector V, Salt Lake, Kolkata – 700091. Ph. 033-66106444	Kind Attn: Rimi Ghosh mjunction services limited Office No. B-92, 9th Floor Himalaya House, 23 K.G.Marg, Connaught Place, New Delhi- 110001. Ph. 011-65661774	Kind Attn: Prashant Jha mjunction services limited 805, 8th Floor, Damji Shamji, Business Galleira, Off LBS Marg, Next to Huma Mall, Kanjur Marg, (West) Mumbai-400078. Ph. 7738252479

**SD Submission process**

3.5.3. Bidder/s to provide Security Deposit of Rs 7 Lakh to participate in the Bidding process.

3.5.4. Bidder can submit the Security Deposit in the form of either Bank Guarantee (BG) or Letter of Credit(L\C)

Unconditional **Irrevocable Bank Guarantees (BGs)**, in the prescribed format as per **Appendix-5** of Section B, have to be given from the Nationalized/Scheduled Commercial 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), on non-judicial stamp paper/franking receipt as per applicable stamp duty. The non-judicial stamp paper/franking receipt should be either in the name of the issuing bank or the bidder.

**Irrevocable Letter of Credit (L/C)** which allow the beneficiary multiple part encashment can also be provided as Security Deposit. The format for Letter of Credit for Security Deposit (SD) is provided in **Appendix-6** of Section B. Such Security Deposit (SD) shall be issued by a Scheduled/Nationalized bank (in case of scheduled commercial private sector bank minimum AA credit rating from any of ICRA/CRISIL/CARE/IND-RA will be required).

A confirmation in this regard shall be obtained from the issuing bank of the bidder.

The bank details for issuance of Security Deposit is given below: Account Name - OIL AND NATURAL GAS CORPORATION LTD, Account No- 30117481350 Bank Name- SBI, ADMN BLDG (BOKARO STEEL CITY) BRANCH Code- 03240 IFSC- SBIN0003240

In case of Security Deposit is being 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 submission and subsequent renewal thereof (if any).

3.5.5. The SD may be submitted either in the form of BG or L/C, however, combination of both is not allowed and this SD should be valid for at least one year from the date of NIO.

3.5.6. The Security Deposit of the successful Bidder shall be returned to Bidder on submission of payment security as per terms of the GSA.

3.5.7. In case of delay in offtake of gas beyond the offtake window period, then it would be presumed that gas offtake has begun and ONGC would recover the minimum take or pay obligation charges as per the provisions of GSA.

3.5.8. In case the gas offtake is not started by Buyer after 1 month (30 days) post expiry of offtake window period, then ONGC reserves the right to cancel the allocation.

**Forfeiture of SD**

3.5.8. The Security Deposit (SD) submitted by bidders shall be forfeited by Seller in the following events:

- A. Bidder withdraws the bid during validity period or any extension there of 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. Backing out after placement of NOA and/or after signing of GSA
  - D. Non-signing of Gas Supply Agreement within 15 days of issuance of NOA
  - E. Non submission of Payment Security atleast 60 days prior to ONGC readiness date
  - F. 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-10 of Section B.
  - G. On the occurrence of any other event as stipulated in the RFP.
- 3.5.9. On finalization of the bidding process, Security Deposit (SD) of unsuccessful Bidders will be returned without any interest within 7 days of the Bidding completion date.
- 3.5.10. After the bidding process, in case bidder is allocated quantity of gas not commensurate to their initially quoted quantity, Bidder would be entitled to surrender entire gas allocated. In case of surrender of gas within timeline mentioned as per clause 6 of the RFP, the Security Deposit of such bidder shall not be forfeited. In case the bidder fails to notify ONGC of surrendering of gas within the stipulated time, the gas is deemed to have been allocated and NOA would be issued thereafter.
- 3.5.11. If bidder backs out after issue of the NOA, then in such case ONGC will forfeit their Security Deposit (SD).
- 3.5.12. Seller shall not be liable to pay any bank charges, commission or interest on the amount of 'Security Deposit (s)'.
- 3.5.13. The 'Security Deposit (s)' shall remain at the entire disposal of Seller/s as a security for the satisfactory completion of the obligations by the Buyer in accordance with the conditions of this RFP & Gas Supply Agreement.



## 4. Bidder Registration

- 4.1. **Registration on the bid registration portal:** All bidders would be required to visit the link of the portal <https://eps.buyjunction.in/gasbidding> for submission of all technical documents.
- 4.2. 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
  - D. Bidders can send email on [ongcgasbidding@mjunction.in](mailto:ongcgasbidding@mjunction.in) or call the helpdesk (mentioned in the portal) in case of any difficulties in setting up DSC and registration.

## 5. Biddable Parameters and Bidding Process

### 5.1 Biddable parameters

5.1.1. To participate in the E-Bidding Process, each Bidder shall be required to quote valid bids against the three parameters: **Price, Tenure of the Contract and Volume.**

5.1.2. The “Reserve Gas Price” (in USD/MMBTU on GCV) is “**11%\* Dated Brent Price**”. “Dated Brent Price” for any month shall be the arithmetic average of the mean values of the high and low assessments of the benchmark crude oil “Dated Brent” (Platts Symbol: PCAAS00) as published in “Platts Crude oil Marketwire” in USD per barrel for each Day during the immediately preceding 3 (three) calendar months (rounded off to 3 decimals), from the relevant month in which gas supplies are made. The product of Quoted Slope (%) and Dated Brent Price, will be determined as a value in USD/MMBTU for the purpose of arriving at the Gas Price. Such computed gas price would be @ 10,000 Kcal/SCM (on GCV basis).

5.1.3. Bidder is required to quote ‘P’, which would be the slope to Dated Brent Price. This slope should be more than or equal to 11%. “P” can be made in the increment of 0.1% (minimum ticker size)

5.1.4. Contract Gas price (in USD/MMBTU rounded off to 2 decimals) shall be the higher of the

- (a) Quoted Slope (%) \* Dated Brent Price; or
- (b) Floor price

The “Floor Price” (in USD/MMBTU) is Domestic gas price plus \$ 1/MMBTU (mark-up).

5.1.5. The bidders are also required to quote the tenure, which can vary from 3 to 5 years. The contract tenure is to be quoted in whole numbers (e.g. 3 years, 4 years or 5 years).

5.1.6. The bidder can quote up to a maximum of gas quantity on offer or part thereof (in multiple of 1000 SCMD), subject to a minimum of 5,000 SCMD.

5.1.7. It must be noted that the bidder/s would not be allowed to change the volume, tenure and quoted contract price once submitted.

#### **Document to be uploaded:**

5.1.8. The Bidders would be required to submit the bidding documents as per the list of documents as specified in Clause 3.4/5.3 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 6 of this RFP.

5.1.9. The overall bidding process is divided into 3 stages: (i) Pre-qualification stage (ii) Techno-commercial evaluation (iii) opening of price quotes of techno-Commercially qualified bidders

### 5.2 Pre-qualification stage

5.2.1. **Publishing of bidding documents:** To apprise potential Bidders of the e-bidding process, the RFP

(Request for Proposal) and GSA, etc. would be made available on landing page of the e-portal of Empanelled Agency. The Bidders would be able to download these documents without registering on the platform.

- 5.2.2. **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. However, post registration on the portal, the bidders would also be able to upload their queries on the portal. The clarification to all the queries would be hosted on the e-portal.
- 5.2.3. **Pre-bid meeting:** A pre-bid meeting would be organized on a date specified in Clause 6 of this RFP. The pre-bid meeting would be an interactive session and provide Bidder/s, the opportunity to seek further clarifications and understand the process better. The Pre-bid meeting would be open to all the interested Bidder/s. The Bidder/s willing to participate in the pre-bid meeting would be required to nominate a 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)).
- 5.2.4. **Registration on the e-bidding portal:** Bidders may register in the portal before till the last date of submission of bid documents (as mentioned in Clause 6 of this RFP). However, in the best interest of the bidder/s, it is suggested that the bidder/s may register beforehand in order to avoid any last minute system related issues which prevent them from submitting their bid/s. All the bidders who have submitted their documents for techno-commercial evaluation will be communicated on their further advancement in this process through the gas bidding portal.

### 5.3 Techno-Commercial Evaluation

- 5.3.1. Techno-commercial evaluation would be carried out for all the bids received and a list of Techno-commercial qualified Bidders shall be prepared.

#### Technical Criteria

- 5.3.2. 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.
- 5.3.3. Bidder need to submit documentary proof – being certified copy of the Firm's Memorandum of Association (for a registered company), Partnership deed (for partnership firm) or declaration from Proprietor in case of a proprietary firm (as applicable depending on type of firm) detailing the nature of business the firm is engaged in.
- 5.3.4. Bidder to submit Security Deposit either in the form of Bank Guarantee (BG) or Letter of Credit (L/C) as mentioned in clause 3.5 of the RFP.
- 5.3.5. The bidder should submit a declaration (Appendix-9 of Section B) with Techno-commercial Bid 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. The bid without such declaration shall be rejected.

**Commercial criteria**

5.3.6. The bid duly completed in all respect duly signed along with all enclosures should be submitted through the e-bidding portal.

Net-Worth of the bidder shall be considered for ascertaining commercial eligibility of the bidder:

**Net-worth of Bidder:** should be Positive (as per audited annual accounts for immediate previous financial year)

5.3.7. Bidder to submit audited annual account of immediate previous financial year 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 date of NIO.

5.3.8. In case the bidder is a newly formed company (i.e. one which has been incorporated in last 5 years from the NIO date, which does not qualify financial criteria (i.e. Net-worth being positive) by itself and submits its bid based on the financial strength of its promoter company, then following documents need to be submitted:

- A. Audited Financial statement of the previous year showing positive Net worth of promoter company
- B. Corporate Guarantee on the Promoter Company's Letterhead signed by an authorized official undertaking that they would financially support the newly formed company for executing the Contract in case the same is awarded to them and would be ultimately liable for fulfilling the obligations of the Buyer, and
- C. 'Certificate of Incorporation' issued by Registrar of Companies and Memorandum of Association of the bidder company

5.3.9. In case the bidder (other than a newly formed company) is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) which does not meet the financial criteria (i.e. Net-worth being positive) 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. Audited financial statement showing positive Net worth of the parent/ultimate parent company.
- 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 Contract in case gas is allocated to them and would be ultimately liable for fulfilling the obligations of the Buyer.
- C. The bidder shall submit documentary evidence that his company is a 100% subsidiary of the parent/ultimate parent/holding parent company.

The empaneled agency/ONGC can seek clarification/s, if any, with respect to the documents submitted by the bidder/s for techno-commercial evaluation. The bidder/s would be required to submit their response/s in the stipulated time provided. Failure to submit the replies to the clarifications/queries may lead to rejection of the bid/s.

## 5.4 Evaluation Criteria of Bid/s

### 5.4.1 Highest Price – Highest Tenure

- 5.4.1.1 Out of qualified bids (techno-commercially acceptable) received, gas would be first fully allocated to the bidder who has quoted the highest “P” (slope to Dated Brent price) (known as H-1 bidder)
- 5.4.1.2 In case, there are multiple bids having same highest “P”, (i.e., more than one bidder quoting the same highest slope to Dated Brent price) but different contract tenure, then
  - 5.4.1.2.1 Gas would be first fully allocated to the bidder who has quoted the highest contract tenure.
  - 5.4.1.2.2 If surplus gas is left after the allocation as provided in above, then the remaining gas available or the volume of gas quoted, whichever is lower would be allocated to the bidder who has quoted the next highest contract tenure and this process shall be repeated until all available gas is exhausted for allocation.
- 5.4.1.3 In case, there are multiple bids having same highest “P”, (i.e., more than one bidder quoting the same highest slope to Dated Brent price) and same contract tenure, then the gas would be allocated to all such bidders on pro-rata basis in proportion to the gas quantity they have quoted vis-à-vis total gas available under the tender.
- 5.4.1.4 Deleted
- 5.4.1.5 In case bidder is allocated quantity of gas less than their initially quoted quantity, bidder would be entitled to surrender entire gas allocated. In case of surrender of gas, the same is required to be surrendered within timeline mentioned as per clause 6 of this RFP.
- 5.4.1.6 The Security Deposit of such bidder shall not be forfeited, however, such bidder would not be considered eligible to participate in further bidding process. In case the bidder fails to notify ONGC of surrendering of gas, the gas would deemed to have been allocated and NOA would be issued thereafter. In case of non-execution of GSA or backing out after placement of NOA, entire Security Deposit would be forfeited.

### 5.4.2 H-1 Matching

- 5.4.2.1 If surplus gas is left after the allocation as provided in para 5.4.1 above, then
  - 5.4.2.1.1 The remaining bidder/s would be considered for gas allocation and such bidder/s would be required to match the highest quoted “P” for getting gas allocation and provide unconditional confirmation for the same. Such unconditional confirmation would be sought sequentially as per the original sequential order of their quoted price (viz. H2, H3, H4 etc.). Such unconditional confirmation would have to be submitted by the bidder/s as per the time schedule intimated in Clause 6.
  - 5.4.2.1.2 Gas would be allocated to the eligible bidder/s who match the H-1 price for quoted volume or remaining available volume, whichever is lower. The bidder is to accept the allocation, irrespective of the quantity allocated, in case of agreeing to match H-1 price in the bidding portal. In case of non-execution of GSA (after allocation) or surrendering/non-acceptance of allocation, entire Security Deposit would be forfeited.
- 5.4.2.2 If the bidder/s do not match the highest “P” or do not respond within the stipulated time, then their bid will be rejected and would not be considered eligible to participate in bidding process further.

### 5.4.3 Gas left within tendered quantity

- 5.4.3.1 In case gas is left out (within tendered/advertised quantity) after the allocation as provided in para 5.4.1 to 5.4.2, then all the eligible bidders would be considered for the total gas left within tendered quantity. Consent of the bidders would be sought in the sequential order of their original quoted price.
- 5.4.3.2 The Consent of H-1 Bidder/s (highest "P") would be sought first for upto entire available gas within tendered quantity at H-1 price. In case of acceptance of offered gas quantity, the Bidder will not be entitled to surrender the allocation. In case of non-execution of GSA (after allocation), entire Security Deposit would be forfeited. In case of more than one H-1 bidder, gas would be allocated on pro-rata basis in case the demand is more than the available quantity.
- 5.4.3.3 In case gas is left out after the allocation as provided in para 5.4.3.2, then all the remaining eligible bidder/s would be asked simultaneously to quote quantity upto a maximum of the gas left out after the allocation as in 5.4.3.2.
- 5.4.3.4 The consent need to be submitted by the remaining eligible bidder/s in the system as per Clause 6. The submitted quotes would be opened on the same day.
- 5.4.3.5 In case, the total demand from all the bidders is within the total left out gas quantity, gas would be offered to all the bidders as per their quoted quantity. In case, the total demand from all the bidders exceeds the total left out gas quantity, gas would be offered on pro-rata basis to all the interested bidders and their consent would be sought for such allocation through the bidding portal.
- 5.4.3.6 If any bidder provides consent for seeking allocation, then the gas would deemed to have been allocated and NOA would be issued thereafter. The Bidder has to accept the same and will not be entitled to surrender his allocation. In case of non-execution of GSA, entire Security Deposit would be forfeited.
- 5.4.3.7 The bidders would be required to off-take such additional gas within the same off-take window of 30 days.

## 5.5 Notification to eligible Bidders

- 5.5.1 After the techno-commercial evaluation of the documents, all techno-commercially acceptable Bidders will be informed of their advancement to next phase of the bidding process as per the date specified in Clause 6 of this RFP.
- 5.5.2 During the price bid opening process, the price bid, volume and tenure quoted by all the eligible bidders would be decrypted by the system and a system generated comparative sheet would be generated and bidder/s would be informed accordingly as per terms of this RFP.

## 5.6 General rules for gas allocation

- 5.6.1 The gas allocation/offer to the eligible qualified bidder/s could may be made below the minimum volume quote of 5,000 SCMD.
- 5.6.2 In case of the gas allocation is made 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 of to 6330)

## 5.7 e-bidding

- 5.7.1 Bidder/s may contact the empaneled agencies helpdesk numbers for any assistance/clarification regarding online bid submission.
- 5.7.2 Bidder/s to ensure stable connectivity. Empaneled Agency or ONGC will not be responsible for any disconnectivity or infrastructural failure at Bidder's end.
- 5.7.3 Empaneled Agency recommends to bid at least 60 minutes prior to bid 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 bid closing time.
- 5.7.4 Opening of price bid will start as per the time schedule intimated in Clause 6. The time indicated in notice is fixed and under no circumstance will this time be changed. Bidders are required to take necessary steps and be prepared to commence participation at the above mentioned time.
- 5.7.5 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.
- 5.7.6 The bidder/s need to change their password to keep it secure. Empaneled Agency or ONGC will not be responsible for any misuse of bidder/s Login ID and password.
- 5.7.7 Bids once made, cannot be cancelled / withdrawn after the bid closing date and time.  
ONGC shall take appropriate action in case of non-acceptance of allocation by the bidder/s (in case the same is conforming to RFP conditions).
- 5.7.8 Multi login using the same User ID & 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 & in case Bidder is still interested to login, the first person will be logged out.
- 5.7.9 Participating bidders need to ensure continuous, uninterrupted and secure operations at their end. Empaneled Agency shall not be responsible for any interruption or failures on these counts.
- 5.7.10 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.
- 5.7.11 All commercial/ contractual terms are offered by and agreed to between Bidder and ONGC alone. Empaneled 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 Bidder/s and ONGC.
- 5.7.12 Price bid opening schedule shall be communicated to all the eligible bidders. ONGC retains the right to cancel or reschedule or relaunch of –price bid opening process.
- 5.7.13 ONGC's decision on award of Contract in accordance with the terms and conditions of the bidding document shall be final and binding on all the bidder/s.

### Mock run and training of the Bidding platform to Bidders

5.7.14 Prior to the E-Bidding Date, the Empaneled Agency shall organize a mock run of E-Bidding/E-tender Process to help Bidder/s familiarize themselves with the features of the E-Portal. Such mock run shall be held as specified in Clause 6 of this RFP. The Empaneled Agency shall notify the requisite details for the mock run to relevant Bidders via email. Bidder/s can either complete the training modules uploaded on the portal or can opt for offline training session.

**Price bid opening and price matching**

5.7.15 The price bid opening process will start at a date and time specified as per Clause 6 of this RFP. H1 price matching, if applicable, would be held on the date and time specified as per Clause 6 of this RFP. In case gas is left out (within tendered/advertised quantity) after the allocation (as mentioned above), the process detailed out under clause 5.4.3 will be followed as per time specified under clause 6 of the RFP.



## 6 Activity Schedule

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

S.No	Activity	Activity Date	Time
1	Publishing NIO, RFP and GSA	30/06/2022	9:00 hrs
2	Last date for submission of queries by bidder/s	12/07/2022	17:00 hrs
3	Pre-bid meeting	15/07/2022	11:00 hrs
4	Bidder training	30/06/2022 to 20/07/2022	
5	Start of Bidder registration on the portal	30/06/2022 to 19/07/2022	
6	Last date for bid submission (Technical Bid and initial price bid)	20/07/2022	19:00 hrs
7	Last date for submission of physical copy of BG, etc. under pre-qualification process	23/07/2022	
8	Notification to techno-commercially qualified Bidders	27/07/2022	
9	Price Bid opening	29/07/2022	11:00 hrs
10	Communication of provisional allocation to bidder/s	29/07/2022	
11	Surrender of gas allocation (if any) (In case allocation is not commensurate to quoted quantity)	01/08/2022	12:00 hrs
12	Unconditional acceptance for H1 price matching (if applicable)	02/08/2022 onwards- details would be further provided by empaneled agency	
13	Consent for allocation of any gas left out by the remaining eligible bidder/s in the system (if applicable)	Schedule will be communicated by empaneled agency	

## 7 General Guidelines

- 7.1. 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.
- 7.2. Bids, once made, cannot be cancelled / withdrawn after the Bid closing date. Further, if any bidder has submitted multiple bids, then only the last submitted bid will be considered for evaluation.
- 7.3. Failure to furnish any/all information/documents required under this RFP may lead to disqualification of the Bidder.
- 7.4. 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.
- 7.5. After issuance of NOA, in case Bidder surrenders gas allocation or fails to execute GSA and provide the Payment Security then the entire Security Deposit would be forfeited and in such a scenario, action will be taken to ban/put on holiday (upto 2 years) the bidder as per ONGC policy.
- 7.6. 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 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.
- 7.7. Any attempt by a Bidder to influence the E-bidding process or other Bidders, bid evaluation or the allocation process shall immediately result in disqualification of its bid.
- 7.8. In case of any conflict between the provisions of this RFP and the GSA, the provisions of the GSA shall prevail.
- 7.9. ONGC reserve the right to withhold or withdraw the E-bidding process at any stage or cancel or modify the process or change / modify / amend any or all provisions of this RFP, at any time, without assigning any reason whatsoever by notice to all Bidders. 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-bidding 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 Bidding Support

8.1. A Bidder who requires any clarifications pertaining to the E-bidding Process in general or any technical support during bid submission may seek the required assistance at the following contact details:

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



## Section B

(Declaration Formats)

**Appendix-1**

### **BIDDING DOCUMENT ACKNOWLEDGEMENT PRO- FORMA**

**(On company letter head)**

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

To,  
The Asset Manager,  
ONGC, CBM Asset,  
1st Floor, HSCL Building,  
Bokaro, Jharkhand  
Pin: - 827001

Dear Sir/ Madam,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of GSA and RFP enclosed to the "Notice for inviting Offer (NIO)" pertaining to Gas Sales from Bokaro block, CBM Asset.

We guarantee that the contents of the above said Bidding 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:

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

**FAX NO:**

**TELEPHONE No:**

**PERSONAL ATTENTION OF:**

**(IF REQUIRED)**

**Yours faithfully,**

**(BIDDER)**

Note: This form should be uploaded along with offer duly digitally signed.



**BID SUBMISSION PRO-FORMA**

**(On letter head)**

To  
The Asset Manager,  
ONGC, CBM Asset,  
1st Floor, HSCL Building,  
Bokaro, Jharkhand  
Pin: - 827001

Dear Sir/ Madam,

1. I/We hereby offer to purchase the CBM gas detailed in terms of RFP and draft GSA to or such portion thereof as you specify in the Award of Allocation and agree to hold the validity of this bid < \_\_\_\_\_ > (180 days from NIO).
2. I/We have understood and agree to comply with the RFP and GSA for purchasing CBM gas and am/are fully aware of the nature of the gas to be purchased and my/our Offer is to purchase CBM gas strictly in accordance with the conditions mentioned in RFP and GSA.

**Yours faithfully,**

**Signature of Bidder**

Address:

Dated :

**Signature of Witness**

Address:

Dated:

**Note:** This form should be uploaded along with bid duly digitally signed.

**Appendix-3****CONFIRMATIONS TO BE GIVEN BY THE BIDDERS**

Following confirmations are to be given by the bidder by <b>selecting confirmed /not confirmed</b> in the last column		
1.	I/We hereby confirm that our unconditional validity of the bid is for 180 days from the publication of NIO.	
2.	I/We hereby confirm that our bid is firm during the entire duration of the e-bidding process without any qualification.	
3.	I/We hereby confirm acceptance of Scope of terms of natural gas supply in toto, without exceptions and exclusions.	
4.	I/We hereby confirm that all handwritten matter in all the documents submitted are authenticated by me/us.	
5.	I/We hereby confirm that in all the legal documents submitted, the signatures of witnesses are taken.	
6.	I/We hereby confirm that I/we have submitted the Integrity Pact in original duly signed on all pages (scanned copy).	
7.	I/We hereby confirm that I /we accept the invoking of Payment Security in the event of delay in utilization of gas beyond offtake window.	

**Signature of the Bidder**

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

**Appendix-4****PRO-FORMA CERTIFICATE ON RELATIVES OF DIRECTORS OF ONGC TO BE SUBMITTED PURSUANT TO SECTION 297 OF COMPANIES ACT, 1956****CERTIFICATE**

This has reference to our proposed offer/bid for utilization of CBM gas from Bokaro block of ONGC in CBM Asset.

For the purpose of Section 297/299 of the Companies Act, 1956, 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

(Authorized Signatory of the Bidder /Company/Firm)

Place:

Date:

Note: 1. "Relative" means as mentioned in Section 6 of the Indian Companies Act 1956.

2. To be provided on company's letter head.

**Appendix-5**

(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, CBM Asset,

1st Floor, HSCL Building,

Bokaro, Jharkhand

Pin: - 827001

Dear Sir/ Madam,

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 an E-bidding for sale of CBM gas from Bokaro block (any details w.r.t NIO may be included like RFP no., etc.) \_\_\_\_\_ and M/s \_\_\_\_\_ having Head/Registered office at \_\_\_\_\_ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No <in this case it may be unique number being created by mjunction – mjunction to confirm> 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 (NIO) 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 New Delhi.
  5. This guarantee shall be irrevocable and without recourse and shall remain in force up to \_\_\_\_\_, and any demand in respect thereof should reach the Bank not later than the aforesaid date.
  6. Notwithstanding anything contained herein above, our liability under this guarantee is limited to Indian ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (in figures and in words) and our guarantee shall remain in force until \_\_\_\_\_ (indicate the date of expiry of Bank Guarantee).
  7. Any claim under this Guarantee must be received by us before the expiry of this Bank guarantee. If no such claim has been received by us by the said date, all the rights of 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

(Signature)

Full name and official address

(In legible letters)

WITNESS NO. 2

(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 mjunction (address to be inserted).
- (ii) Bank guarantee, duly executed as per the above format, is to be 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 RFP has emanated/ place of issuing Bank. The non-judicial stamp paper/franking receipt should be either in name of the issuing Bank or the Bidder. The expiry date, as mentioned in clause 5 & 6 should be arrived at by adding 365 days to the date of publication of NIO.
2. The Bank Guarantee by Indian bidders will be given from Scheduled Commercial banks only and in case of scheduled commercial private sector bank, minimum AA credit rating from any of ICRA/CRISIL/CARE/IND-RA will be required.
3. In case, Security Deposit is being 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 submission and subsequent renewal thereof (if any).

**Appendix-6****PRO-FORMA FOR LETTER OF CREDIT (L/C) TOWARDS SECURITY DEPOSIT(S)****UNCONDITIONAL IRREVOCABLE LETTER OF CREDIT. NO.****BENEFICIARY:**

OIL AND NATURAL GAS CORPORATION LTD,  
CBM Asset, 1st Floor,  
HSCCL Building,  
Bokaro, Jharkhand ,Pin: - 827001

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 the corresponding SD Value as per provision of the RFP.
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.
7. The Issuing Bank undertakes not to amend any of the terms and conditions of this letter of credit (L/C) without prior consent of Beneficiary during the validity of this Letter of Credit.
8. The issuing Bank certifies that the officer(s) signing this Letter of Credit is (are) authorized for this purpose and shall remain binding upon the issuing bank.
9. The Issuing Bank shall forward and submit this Letter of Credit to the Advising Bank for advising of this Letter of Credit to Beneficiary.

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-7**



**Undertaking regarding Fraud Prevention Policy of ONGC**

**(On company letter head)**

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

To,

The Asset Manager,  
ONGC, CBM Asset,  
1st Floor, HSCL Building,  
Bokaro, Jharkhand  
Pin: - 827001

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 <http://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.

**FAX NO:**

**TELEPHONE No:**

**Yours faithfully,**

**PERSONAL ATTENTION OF:**

**(IF REQUIRED)**

**(BIDDER)**

**Name:**

**Designation:**

Note: This form should be uploaded along with offer.

**Appendix -8**

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



(On company letter head)

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

To,  
The Asset Manager,  
ONGC, CBM Asset,  
1st Floor, HSCL Building,  
Bokaro, Jharkhand  
Pin: - 827001

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 \_\_\_\_\_ (please mention the usage).

We agree and undertake that we will obtain all the necessary statutory/regulatory compliances before commencement of gas offtake and will furnish an undertaking as per Appendix 8A of the RFP confirming that we have obtained all necessary statutory / regulatory compliances and approvals before commencement of the gas offtake. We also confirm that we will hold harmless and indemnify ONGC against any loss, damage, notice, prosecution etc. arising out of commencement of gas by ONGC relying on the undertaking furnished by us.

We also agree and undertake that any delay in gas offtake due to statutory/regulatory clearances will attract forfeiture of SD as per the conditions of this RFP and GSA.

**FAX NO:**

**TELEPHONE No:**

**Yours faithfully,**

**PERSONAL ATTENTION OF:**

**(IF REQUIRED)**

**(Customer)**

**Name:**

**Designation:**

**Appendix -8A**

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

**(On company letter head)**



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

To,  
The Asset Manager,  
ONGC, CBM Asset,  
1st Floor, HSCL Building,  
Bokaro, Jharkhand  
Pin: - 827001

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\_\_\_\_\_ ( please mention the usage).

We confirm that we have obtained all the necessary statutory/regulatory compliances and approvals for commencement of gas offtake as per terms of RFP and GSA. We further 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 undertaking furnished by us.

**FAX NO:**

**TELEPHONE No:**

**PERSONAL ATTENTION OF:**

**(IF REQUIRED)**

**Yours faithfully,**

**(Customer)**

**Name:**

**Designation:**

**Note: This Undertaking to be submitted before commencement of gas supply.**

**Appendix-9**

**Declaration regarding banning order**

(On company letter head)



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

To,

The Asset Manager,  
ONGC, CBM Asset,  
1st Floor, HSCL Building,  
Bokaro, Jharkhand  
Pin: - 827001

**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.

FAX NO:

TELEPHONE No:

Yours faithfully,

PERSONAL ATTENTION OF:

(IF REQUIRED)

(BIDDER)

Note: This form should be uploaded along with offer.

**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.

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For the Principal

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For the Bidder / Contractor

Place -----

Witness 1 : -----

Date -----

Witness 2 : -----

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