



REQUEST FOR PROPOSAL

(No. KIRI/RFP/BHANDUT/01

E-BIDDING

FOR

SALE OF NATURAL GAS

FROM

BHANDUT BLOCK, SURAT GUJARAT

E-Auction Partner

M/s mjunction Services Ltd.



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Section A

1. Overview

1.1 Introduction

- 1.1.1 Kiri and Company Logistics Pvt. Ltd. (“KIRI”) is the operator for Bhandut Block located in the Surat district of the state of Gujarat, India. The Bhandut Block was awarded by the Government of India (“GOI”) in 1994 under a Production Sharing Contract (“PSC”) and is currently held 100% by Kiri and Company Logistics Pvt. Ltd. (“KIRI”) called the “Seller”).
- 1.1.2 KIRI has developed BHANDUT EPS to separate and evacuate natural gas produced from BHANDUT Block at near PINJRAT (Surat Dist). KIRI EPS is about 25 KMs from Gas grid near Hazira.
- 1.1.3 In line with the “Natural Gas Marketing Reforms” notification published by Ministry of Petroleum and Natural Gas (MoPNG) on 15th October 2020 and detailed guidelines issued on 3rd December 2020 as “Discovery of Market Price for Domestically Produced Natural Gas through e-bidding” notification (“Ministry Notifications”), Kiri, has issued a Notice Inviting offer dated 20th August, 2022 and invited offers from interested companies (each, a “Bidder” and collectively, the “Bidders”) to offtake all or a portion of the 20000 SCMD of gas available for sale from the Bhandut Field (at a price specified in this Request for Proposal KIRI/RFP/BHANDUT/01 dated 20th August, 2022 (“RFP”) and in accordance with the terms and conditions of this RFP and the Gas Sale Agreement (the “GSA”)), commencing from 1st October 2022 at the Delivery Point located in Bhandut EPS, Gujarat. The Buyer shall make its own transport arrangements to offtake and evacuate Gas from the delivery point.
- 1.1.4 The company has appointed mjunction services ltd. as an independent agency (e-auction agency) empaneled by Directorate General of Hydrocarbons (DGH), to conduct bidding process for sale of gas through an online web based electronic bidding portal which is available at <https://eps.buyjunction.in/gasbidding> (the “E-Portal”). This link for E-Portal has also been webhosted on the websites of DGH. The final bidding would be carried out at a different portal available at <https://auction.coaljunction.com> (The “Bidding Portal”). (Refer Section B)

1.2 Details of the gas offered from the Fields

Details of Gas offered from the field is as follows:

S.N	Parameter	Particulars
1.	Name of the field	Bhandut Block, Near Surat, Gujarat
2.	Sales Gas Quantity offered (SCMD)	20000 SCMD
3.	Duration of Gas offered	2 years
4.	Typical Calorific Value (KCal/SCM)	Gross Calorific Value: 9431 KCal/SCM Net Calorific Value: 8487 KCal/SCM
5.	Delivery Point	At Custody transfer point in BHANDUT EPS (BHANDUT field) or Natural Gas Compressed and Dehydrated at EPS-Bhandut to be taken by buyer through Cascade (Cascade to be arranged by buyer)
6.	Pricing formula (\$/MMBTU) on GHV basis*	Refer Clause: 3.1(iii)
7.	URL for registration and document upload for Technical evaluation	https://eps.buyjunction.in/gasbidding
8.	URL for e-bidding	https://auction.coaljunction.com

*For details refer GSA

1.3 Bidding Process

The overall bidding process will be conducted in two phases – (i) pre-qualification phase and (ii) e-auction / competitive bidding phase. The detailed activities in these two phases have been outlined below:

1.3.1 Phase 1 – Pre-qualification

- 1.3.1.1 **Publishing of bidding documents:** To apprise potential Bidders of the auction process and key terms of the agreement, the bid documents such as the RFP (Request for Proposal) and GSA (Gas Sale Agreement), etc. would be made available on landing page of the e-portal. The Bidders would be able

to download these documents without registering on the platform. Additionally, the NIO (Notice Inviting Offer) capturing the URL of the e-portal would be published by the Sellers in the Newspapers.

- 1.3.1.2 Clarifications to Bidders' queries: Bidders would be able to send their queries to the designated email address (kirigasbidding@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 also. The Seller would issue clarification to all the queries received and the same would be hosted on the e-portal.
- 1.3.1.3 **Pre-bid meeting:** The Sellers would organize a pre-bid meeting on a date specified in Clause 1.3.3 of this RFP. The pre-bid meeting would be an interactive session and provide Bidders opportunity to seek further clarifications and understand the process better. 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 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 (kirigasbidding@mjunction.in)
- 1.3.1.4 **Registration and DSC mapping:** The portal will be available for registration on a date specified in Clause 1.3.3 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, gas consumption facility name & address, and other required details. Then they will 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.
- 1.3.1.5 **Document upload for Technical Evaluation:** The Bidders would be required to submit the documents as per list of documents specified in Clause 1.3.1 of this RFP for technical evaluation. The documents would be required to be duly signed and uploaded on the portal before date specified in Clause 1.3.3 of this RFP Each Bidder will be required to upload the following documents on the portal:
- A. Company registration/incorporation certificate
 - B. Financial statements of past 3 years. (In case the bidding entity is a newly formed company, then it can submit the financial statements of its parent company.)
 - C. PAN and VAT/CST/GST (as applicable) certificate
 - D. Initial Bank guarantee (Please refer Section C - Form C4)
 - E. Power of Attorney of the authorized representative of the Bidder
 - F. Signed/self-attested GSA & RFP
 - G. Memorandum of Association for aggregators
 - H. Signed declaration Section C - Form C1 to C3, C5 (if required) and C6

I. Register of directors, shareholders of the company

Bidder to submit initial Bank Guarantee (BG) or Demand Draft or Direct Bank Transfer (A/c No-18720400000497, Bank of Baroda, I. E. Marudhar, Jodhpur Branch, Jodhpur-342005) for INR 15 Lakhs as per format indicated in Form C4. This BG would be revised as per Contract price and quantity at the time of award and to be submitted at the time of signing of the GSA.

Additionally, Bidders shall be required to separately send the Original Copy of Bank Guarantee to KIRI's office before the last date for submission of Stage 1 bid documents as indicated in Clause 1.3.5:

Addressed to:

Director of Finance
Kiri and Company Logistics Pvt Ltd
Police Chandmari Range, Near News Club
NH-15 Gadan Road, Barmer 344001, Rajasthan
Attn.: Mr.Dilip Khatri

- 1.3.1.6 Notification to eligible Bidders by the e-auction agency: After the evaluation of the documents, the e-auction agency shall, by email, inform all eligible Bidders of their advancement to next phase of the bidding process on the date specified in Clause 1.3.3 of this RFP. The unsuccessful Bidders would also be separately notified and their BGs would be returned to them within 15 working days.

1.3.2 Phase 2 - Competitive Bidding Process

- 1.3.2.1 **Mock run on competitive e-bidding:** Prior to the E-Bidding Date, the e-auction agency shall organize a mock run of E-Bidding Process to help Bidders familiarize themselves with the features of the E-Portal. Such mock run shall be held on a predetermined date as specified in Clause 1.3.3 of this RFP. The e-auction agency shall notify the requisite details for the mock run to relevant Bidders via email. Bidder can either complete the training modules uploaded on the portal or can opt for offline training session.
- 1.3.2.2 **Competitive e-bidding:** The bidding will start at a date and time specified in Clause 1.3.3 of this RFP. The bidding will take place in 2 rounds – First Bid Round and Dynamic Bidding Round as discussed in Clause 3.4.
- i. At the specified time, once the Bidder has logged in, they will see the message “Click here to place first Bid” on the screen once this time window starts.
 - ii. When the time window starts, bidders are required to fill in the bid parameters as discussed in Clause 0 of this RFP. Each Bidder is required to submit bids for three bid parameters, i.e. Start Date, Gas Price and Gas Volume during the First Bid Round.

- iii. Upon successful submission of bid, Bidder would be able to see the below message on the screen -
“Your bid has been submitted successfully”.

- iv. First Bid Round and its duration has been defined in Clause 3.4 of the RFP. The first bid round will also be a Dynamic Bidding round and will be open for all Bidders who submitted at least one bid in the First Bid Round. The Bidders would be able to revise their earlier bid(s) for price and volume. The Dynamic Bidding would run until the bidding closure criteria is met. Bidding closure rules have been discussed in Clause 3.4 of this RFP.

- v. Please refer Section B for detailed illustrations from the e-portal for all the above steps.

- vi. After the end of the e-auction process, sales gas will be allocated to the identified Bidders (“Buyers”) based on the allocation criteria and method outlined in Clause 4. The Buyers will be accordingly notified over their registered email IDs. Subsequent to this, each Buyer shall:
 - a. Execute GSA with the Sellers as per the draft in **Form C6** for the gas volumes, duration and price allocated to the Buyer. (If any changes are made to the draft GSA during technical queries stage, a modified draft of GSA may be published on e-portal before the start of Stage 1. The final GSA published before Stage 1 will be deemed agreed in its entirety by all Bidders and will be used for final signoffs)

 - b. Make necessary transportation arrangements for offtake of sales gas from the Delivery Point to Buyer’s facilities before the Start Date as indicated in the executed GSA.

1.3.3 Schedule for e-Auction Process

Sr. No.	Activity	Date
1.	Publishing NIT, RFP, GSA	August 23 2022
2.	Last date for submission of technical queries	August 30, 2022
3.	Pre-bid meeting	September 01, 2022
4.	Bidder training	August 23, 2022 till September 9, 2022
5.	Start of Bidder registration on the portal	August 23, 2022 till September 9, 2022
6.	Last date for submission of documents under pre-qualification process	September 9, 2022
7.	Last date for submission of physical copy of BG	September 12, 2022
8.	Notification to technically qualified Bidders	September 16, 2022
9.	E-Auction training sessions	September 16 & September 19, 2022
10.	E-Auction date	September 20, 2022 (IST 11:30 hours)
11.	Allocation results – Intimation to successful Bidders	Next working day from E-auction end date
12.	Signing of Gas Sales Agreement	Within 5 working days from auction end date

2. Eligibility Criteria

Each Bidder shall be required to meet the following basic eligibility criteria in order to participate in the auction process:

- (i) be an entity registered under the Companies Act 1956 / Companies Act 2013 / Multi State Cooperative Societies Act, 2002;
- (ii) **be ready to consume or offtake through any of the following natural gas pipelines or through CASCADES:**
 - a. **Bidder to lay dedicated Pipe line from Custody point of BHANDUT EPS to their destination point in 45 days' time OR**
 - b. **Set up Gas compressor with all accessories with KIRI EPS system and willing to transport Compressed Gas in PESO approved Cascades to their destination points OR**
 - c. **Willing to lay dedicated pipe line from Custody transfer point in KIRI EPS to their factories / establishments.**
- (iii) Be engaged in the business that involves either the consumption or the sale and purchase of natural gas for last 2 years;

In addition to above Bidders would be required to submit the documents as detailed in Clause 1.3.1 of this RFP adhering to the instructions laid out in this RFP.

3. Bid Parameters and bidding rounds

To participate in the E-Bidding Process, each Bidder shall be required to quote valid bids against the three parameters specified below. At all times during the E-Bidding Process, such bid quoted must be in compliance with the criteria set forth in this section.

- (i) **Price bid:** Denoted as a variable 'P' as specified in Clause 3.1, that a Bidder would be required to quote in number.
- (ii) **Contract Start Date:** Tentative date 15th November'22 (subject to GSA signing on 1st October'22) from when Bidder is willing to offtake gas.
- (iii) **Volume:** Quantum of gas volume that a Bidder would be ready to offtake as described in Clause 3.3.

3.1 Price bid

A Bidder shall be required to quote the variable denoted as 'P' (**Price bid**) pursuant to the Gas Price formula specified in the RFP. 'V' shall be quoted as a non-negative value. There shall be a provision to enter 'P' up to 2 decimal places.

- (i) **Starting Price bid:** The starting price bid for the bidding process shall be 0.20. 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.
- (ii) **Ticker size for price bid:** Only upward increments of the price bid shall be allowed and it cannot be decreased. The minimum increment ticker size for the price bid shall be 0.1, and the Bidder can only increase its previous price bid in multiples of the ticker size defined.
- (iii) **Price Formula:**

Gas Sales Price: shall be on monthly basis in USD/ MMBTU (on GCV basis) rounded to 3 decimals and shall be calculated as higher of:

- a) **15% of Average Brent Price +1 + P**
- b) **APM + 1.0 + P**

Where,

"P" shall be a non-negative premium to be quoted.

"APM" shall mean gas price issued by the Petroleum Planning & Analysis Cell from time to time under the New Domestic Natural Gas Pricing Guidelines, 2014, issued by the Ministry of Petroleum & Natural Gas ("MoPNG"), Government of India, (Ref No.22013/27/2012-ONG D.V.) on 18th October 2014. Any directive, instruction, order, clarifications etc. of the MoPNG /

Government of India issued from time to time in respect of gas price shall be applicable and such gas price shall be payable by the Buyer for gas supplies under this Agreement. Any revision in gas price resulting from such directive, instruction, order, clarifications etc. shall be applicable from the date as specified therein, whether retrospective or prospective”.

“**Average Brent Price**” for any month shall be the arithmetic average up to three (3) decimal places of the mean values of the high and low assessments of the benchmark crude oil “Dated Brent” (Platts Code: PCAAS00) as published in “Platts Crude oil Marketwire” in United States Dollar (“USD”) per barrel for each Day of the preceding month to the month during which Sales Gas shall be delivered.

3.2 Start date

During the First bid round, each Bidder shall be required to indicate the contract start date (Date of Offtake of Gas) as **November 15, 2022** they are willing to offtake gas. Once submitted, the start date would freeze, and the Bidders would not be able to change the same in subsequent bidding rounds.

3.3 Volume

A Bidder shall be required to quote Volume bids that it would be ready to offtake. Such bids should be quoted in SCMD. All bids quoted against Volume shall be in **whole number**. At all times, a Volume bid must comply with the following requirements:

- (i) **Total Volume put for auction:** A total volume of 20000 SCMD that would be made available for bidding by the Sellers;
- (ii) **Minimum Volume bid:** The minimum volume that a Bidder can bid for as starting volume is 5000SCMD
- (iii) **Ticker size for volume bid increment/decrement:** The Bidders can increase/decrease their volume bid in multiples of the ticker size for volume bid. The ticker size of 5000 SCMD has been set for the volume bid;
- (iv) **Increment/Decrement:** The Volume bid can be increased or decreased by simultaneously increasing the price bid such that any decrement below the provisional allocation will not be allowed during the e-auction. However, any increment / decrement to the volume bid shall be accompanied by a simultaneous increase in the price bid. Further any such decrement cannot be below the provisional allocation to the bidder. For details on provisional allocation please refer to Clause 4.2.

(*In the E-portal, volume bids shall be quoted in SCMD. (1 MMSCMD = 10,00,000 SCMD))

3.4 E-Bidding Round and Closure

The key features associated with the E-Bidding Process are as follows:

- (i) **E-Bidding Duration:** The E-Bidding Process shall be conducted for a period of 150 minutes on the E-Bidding Date specified in Clause 1.3.3 of this RFP.
- (ii) **First Bid Round:** Once the E-Bidding Process starts, a period of the first 60 minutes shall be considered as the “**First Bid Round**”. Each Bidder is required to submit quotes for all three parameters (i.e. Gas Price, Volume and Start Date) during the First Bid Round. Only Bidders who have submitted at least one valid bid during this First Bid Round shall continue to participate in the remaining period of the E-Bidding Process. In first bid during the First Bid Round, Bidder would be required to quote against all three parameters – Price, Volume, and Start Date. However, the Start Date would freeze after the first bid and Bidder would be able to revise only Price and Volume bids as per Clause 3.1 and 3.3 of this RFP.
- (iii) **Dynamic Bidding Round:** The Dynamic Bidding Round will start with the beginning of the first bid round itself. However, dynamic bidding round will be set for 150 minutes subject to extensions as per Clause 3.4. (iv) of this RFP. Only Bidders who have submitted at least one bid before the end of first bid round shall be able to participate further in the Dynamic bidding round. A Bidder can revise its bids (price and volume bids only) any number of time during the dynamic bidding round to stay competitive.
- (iv) **Extension of Bidding Duration:** If a valid bid is received within the last 5 minutes before the close of the bidding period and such bid alters the provisional allocation determined by the E-portal for any of the Bidder, there would be an automatic 15 minutes extension of the bidding duration. There will be unlimited auto extensions. In case of extensions, the bidding will be paused at 18:30 hours on a bidding day if the extension is triggered just before this time and will resume at 11:30 hours of the next business day.
- (v) **Bidding Closure:**

The E-Bidding Process ends if:

- a. no valid bids are received within the First Bid Round; or
- b. if the E-Bidding Duration expires with no bid revision in the period specified in Clause 3.4 (iv) of this RFP which alters the Provisional Quantity.

4. Evaluation Process and Volume Allocation

4.1 Technical Evaluation Process

The e-auction agency shall electronically access the documents submitted by Bidders as specified in Clause 1.3.3 of this RFP. Each Bidder will be evaluated based on the following criteria:

- i. All the responses and declarations required for Technical Evaluation should be complete and should conform to the terms and conditions of the gas supply indicated in the RFP and GSA, duly supported with documents wherever required. In case of incomplete and non-conforming bids, Sellers reserve the right to reject the bid.
- ii. Bidder as either consumer of gas or as reseller, 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.
- iii. Bidder to submit audited annual accounts of previous three financial years. 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.

Further, it should be noted that:

- i. To facilitate its evaluation, the e-auction agency may, at its sole discretion, seek clarifications from any Bidder regarding the documents provided. Such clarification(s) shall be provided within the time specified by the e-auction agency. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. In case a Bidder does not provide the clarifications sought by the e-auction agency within the timeframes specified by the e-auction agency, its bid shall be deemed invalid and shall not be evaluated.
- ii. The e-auction agency reserves the right to reject any bid based on the evaluation of the documents. Subsequently, 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 technical evaluation, provided that 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.
- iii. The e-auction agency reserves the right not to proceed with the technical evaluation at any time without notice or liability to any Bidder and to reject any or all technical bids received without assigning any reasons. In such an event, the Bank Guarantee shall be returned within 15 Working Days after e-auction agency's decision of not to proceed with such technical evaluation.
- iv. The Sellers reserves the right to seek additional documents in future which it may deem fit to ascertain Buyer's capability to offtake gas as per the terms of GSA.

4.2 Determination of Provisional Quantity and Final Quantity Allocation

During the Bidding Process, as and when any new valid bid is received, the E-Portal shall follow the below mentioned steps:

- a. **Step 1:** The Gas Price Bid shall be arranged in descending order.
- b. **Step 2:** The Provisional Quantity shall be determined in as follows:
 - (i) The Provisional Quantity shall be determined for the highest Bidder (for Gas Price Bid) for the full volume which it has quoted, followed by the next highest Bidder (for Price bid) for its quoted volume or remaining available volume, whichever is lower, and so on until the total available volume is fully allocated.
 - (ii) If there is a tie for any valid bids for Gas Price Bid, the E-Portal shall arrange such tied bids in descending order based on the highest volume quoted. In such case, the Provisional Quantity shall be determined for the highest bid (for highest volume) amongst the tied bids, for the full volume which it has quoted, followed by the next earliest bid (for next highest volume) for its quoted volume or remaining volume, whichever is lower, and so on until the available volume is fully allocated.
 - (iii) In case of a tie in both the Gas Price bid and Volume Bid, and if the aggregate volume of gas quoted by these Bidders is more than the available gas volume, the available gas volume shall be pro-rated amongst these Bidders based on the volumes which such Bidders quoted subject to no bidder getting a volume allocated less than 5000 SCMD. In other words, in all cases a Bidder would get a volume equal to or more than 5000 SCMD. However, if there is a tie on both Gas Price Bid and Volume Bid and if the aggregate volume of gas quoted by these Bidders is less than the available gas volume the Bidders will get volume allocated as per their quoted volume.
- c. **Step 3:** Steps 1 and 2 shall continue throughout the E-Bidding Process and the Provisional Quantity shall continue to be determined by the E-Portal dynamically, until the conditions for the closing of the E-Bidding Process as specified in Clause 4.2(v) are met.
- d. **Step 4:** Upon the closing of the E-Bidding Process, the Provisional Quantity determined based on the last bids received shall be considered as the Final Quantity for each Bidder.

At the end of the e-bidding process, the e-auction agency would notify all the successful Bidders regarding their respective allocated volume. The agency will share the list of successful Bidder and evaluation report with the Sellers basis which Sellers can proceed with the execution of GSA with successful buyers.

5. General Guidelines

- (i) Bidders are expected to thoroughly understand, evaluate and examine all instructions, forms, requirements, and terms and conditions of the GSA provided in this RFP. 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.
- (ii) Failure to furnish any/all information/documents required under this RFP shall lead to disqualification of the Bidder.
- (iii) Bidders are requested to submit all documents in the formats provided under Section C of this RFP. Bid documents that are not properly filled in, or are damaged, or have any page(s) missing or with incorrect, inaccurate details or generally not complying with the bid conditions shall be disqualified.
- (iv) Each Bidder shall participate in the E-Bidding Process at its own expense and none of the expenses incurred during the participation in e-auction can be claimed the Sellers, regardless of the outcome of the e-auction.
- (v) A bid, once submitted, shall be binding on the Bidder who has submitted such bid. Each Bidder undertakes to offtake the Gas volume allocated (as per Clause 4.2 of this RFP) at the end of the E-auction, at the Gas Price computed based on the bid submission as per Clause 3.1.(iii) of this RFP and for the Start Date specified in the bid as per Clause 3.(iii) of this RFP.
- (vi) In addition to the Gas Price, each Bidder acknowledges and agrees that it shall be liable to pay: (a) all taxes, duties and levies on the purchase of gas as per the terms of GSA; and (b) all transportation tariffs and charges and any taxes, duties and levies thereon as applicable, to the relevant transporters or any Government entity.
- (vii) The final allocated quantity as per Clause 4.2(b) of this RFP shall be rounded up to two decimal places and shall be at least 5000 SCMD.
- (viii) Each Bidder acknowledges and agrees that this Request for Proposal by the Sellers does not constitute any commitment to supply or sell gas. The obligation to supply or sell gas to a Buyer shall become effective only upon the execution of the GSA by all the parties.
- (ix) A company which owns multiple gas consuming facilities (except aggregators or marketers or CGD companies) can participate in the E-Auction by a single registration for all facilities per Clause 1.3.1.4 of this RFP.
- (x) Any login ID created shall remain valid throughout. Bidders shall download all the relevant documents after the RFP publication.

- (xi) 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.
- (xii) The outcome of E-auction and the allocations made thereafter, based on the criteria and process indicated in Clause 4 of this RFP, shall be final and binding on all Bidders.
- (xiii) In case of any conflict between the provisions of this RFP and the GSA, the provisions of the GSA shall prevail.
- (xiv) All the notices, future amendments, if any, to this RFP and the GSA during the E-Auction process shall be published on the gas bidding portal <https://eps.buyjunction.in/gasbidding> .
- (xv) All the documents to be submitted online or in hard copy through the course of the E-Auction Process shall be duly signed by its Authorized Representative on all pages.
- (xvi) After the registration, a unique login ID will be created for each bidding entity. It shall be the responsibility of every Bidder to ensure that it bids only through one login ID.
- (xvii) Rights of Sellers:
 - a) The Sellers reserve 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.
 - b) The Sellers 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.
 - c) The Sellers, at their own discretion, can seek additional documents from Bidders that they may deem required to ascertain the capability of Bidders to offtake gas as per the terms of GSA.

Section B

Gas Bidding Portal and Information Technology Requirements

6. IT Requirement

- i Bidder should have a laptop or desktop with decent internet connection (10mbps and above).
- ii E-Portal shall be best viewed in Internet Explorer 9.0. If you are using Internet Explorer 10 or above, then enable compatibility view available under Tools menu
- iii Due to security vulnerabilities, all users 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.
 - (c) Configuration of TLS 1.2 in Java Control Panel

You may please refer the 'Browser Setup' tab for details.

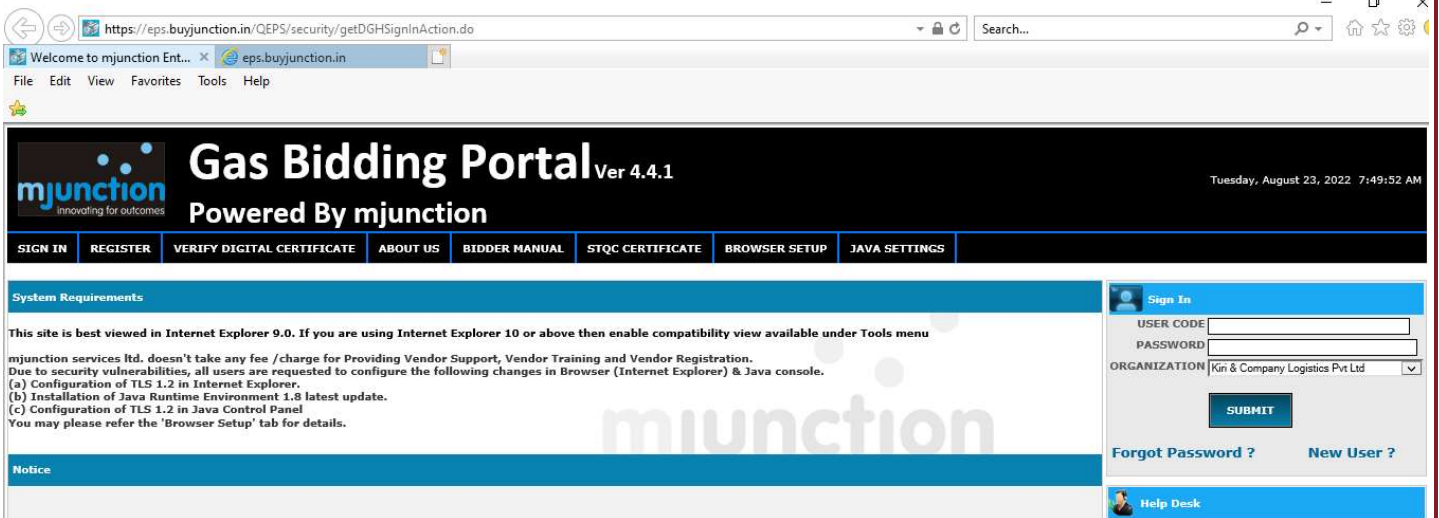
Feel free to send us an email (kirigasbidding@mjunction.in) or call helpdesk (mentioned in the portal) if you face any difficulties in registration and setting up DSC.

6.1 Illustrations for Bidder's Registration

Registration manual is available on the E-portal (<https://eps.buyjunction.in/gasbidding>) for submission of all technical documents.

Steps for the bidder would be:

- a. Purchase a class III DSC
- b. Register in the portal and map your DSC
- c. System will generate user ID and password and send via email to the registered email ID of the Bidder
- d. Feel free to send us email (kirigasbidding@mjunction.in) or call helpdesk (mentioned in the portal) if you face any difficulties in setup DSC and registration.



The screenshot shows a web browser window displaying the 'Gas Bidding Portal' version 4.4.1. The page header includes the 'mjunction' logo and navigation links: SIGN IN, REGISTER, VERIFY DIGITAL CERTIFICATE, ABOUT US, BIDDER MANUAL, STQC CERTIFICATE, BROWSER SETUP, and JAVA SETTINGS. The main content area is divided into 'System Requirements' and 'Notice' sections. The 'System Requirements' section provides instructions for using Internet Explorer 9.0 or 10 and lists security configurations. A 'Sign In' form is visible on the right, with fields for USER CODE, PASSWORD, and ORGANIZATION (set to Kir & Company Logistics Pvt Ltd), along with a SUBMIT button and links for 'Forgot Password?' and 'New User?'. A 'Help Desk' link is also present at the bottom right.

6.2 Bidding Support

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

Query Type	Contact Details
General clarification regarding bidding process Email: kirigasbidding@mjunction.in	Helpdesk no's : 033-6601-1717 / 033-6603-1747 In case of escalation: Level 1: Rinku Ghosh - 85840 08162 Level 2: Rehan Firdausi - 83369 25980
Technical support Email: kirigasbidding@mjunction.in	Helpdesk nos: 1. Souvik Ghosh – 91633 48134 2. Arijit Paul – 91633 48277 3. Amit Banerjee – 91633 48281 4. Shamima Shabnam – 91633 48123

Section C – Bid Formats

FORM C1

**Initial Declaration by the Bidder
(Bidder details and Checklist for Bid Submission)**

<On Bidder Company’s Letterhead>

To,
Director of Finance
Kiri and Company Logistics Pvt Ltd
Police Chandmari Range, Near News Club
NH-15 Gadan Road, Barmer 344001, Rajasthan
Attn.: Mr.Dilip Khatri

Subject: Initial Declaration for RFP No. _____ - Login ID

Dear Sir,

We, (Customer to specify its exact legal name) having our registered office at and our principal place of business at do hereby express our interest to participate in the e-auction process for sale and purchase of Natural Gas from Bhandut Block (RFP No. _____)

We, hereby, confirm that we seek to participate in this E-Auction in the capacity of (gas aggregator/ gas end user).

In line with the requirements of the documents under pre-qualification process, we hereby furnish the following documents:

Sl. No.	Bid documents check list	Confirmation (✓)
1.	Company registration/incorporation certificate	

2.	Financial statements of past 3 years. (In case the bidding entity is a newly formed company, then it can submit the financial statements of its parent company.)	
3.	PAN and VAT/CST/GST (as applicable) certificate	
4.	FORM C2 or FORM C3 (whichever is applicable)	
5.	Initial Bank Guarantee as per FORM C4 (Refer Clause 4 of RFP)	
6.	FORM C5	
7.	FORM C6	
8.	Power of Attorney of the authorized representative of the Bidder	
9.	Signed/self-attested GSA & RFP	
10.	Memorandum of Association for aggregators	
11.	Register of directors, shareholders of the company	

Further, we confirm the following:

Sl. No.	Particulars	Confirmation (✓)
1.	We hereby confirm that we have read and understood all the terms and conditions of the RFP.	
2.	We hereby confirm that we have read and understood all terms and conditions of the Gas Sales Agreement.	
3.	We hereby confirm that we have read and understood all the amendments and clarifications issued to RFP and GSA.	
4.	We hereby confirm that we have read and understood the entire E-Auction Process and General Guidelines	
5.	We hereby confirm that all the details provided by us in this form, all the declaration forms of this RFP and all the forms submitted online are true to the best of our knowledge. We understand that if any detail is found incorrect at a later stage, our bid may stand disqualified.	
6.	We hereby confirm that we are in compliance with all the requirements of this E-Auction process including all the technical requirements.	



Approaching thoughts..

For, [.....]

Name of the Authorized Signatory:

Designation:

(Company Seal)

FORM C2

**Declaration by the Bidder Registered as an End User
(Facility, Consumption, Infrastructure Connectivity and Commercial Details)**

<On Bidder Company's Letterhead>

To,
Director of Finance
Kiri and Company Logistics Pvt Ltd
Police Chandmari Range, Near News Club
NH-15 Gadan Road, Barmer 344001, Rajasthan
Attn.: Mr.Dilip Khatri

Subject: Form C2 Declaration for RFP No. _____ - Login ID

Dear Sir,

We, (Customer to specify its exact legal name) having our registered office at and our principal place of business at do hereby confirm the following:

Sl. No.	Particulars	Details to be furnished by Bidder
1.	Name and location of the gas consumption facility (existing / proposed)	
2.	Purpose of gas consumption	
3.	Average gas consumption in FY'20	SCMD
4.	Planned average gas consumption in FY'21	SCMD
5.	Nearest pipeline connected to the consumption facility to offtake gas from Delivery Point	



6.	Any pipeline likely to be connected to the consumption facility to offtake gas from delivery point	
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For, [.....]

Authorised Signatory

Name of the Authorised Signatory:

Designation:

(Company Seal)

FORM C3

Declaration by the Bidder Registered as an Aggregator / Marketer

(Gas Demand Profile, Infrastructure Connectivity and Commercial Details)

<On Bidder Company's Letterhead>

To,
Director of Finance
Kiri and Company Logistics Pvt Ltd
Police Chandmari Range, Near News Club
NH-15 Gadan Road, Barmer 344001, Rajasthan
Attn.: Mr.Dilip Khatri

Subject: Form C Declaration for RFP No. _____ - Login ID

Dear Sir,

We, (Customer to specify its exact legal name) having our registered office at and our principal place of business at do hereby confirm the following:

Sl. No.	Particulars	Details to be furnished by Bidder
1.	Average gas marketed in FY'20	MMSCMD
2.	Average gas planned to be marketed in FY'21	MMSCMD
3.	Gas consumption sectors	(Power / Fertilizer / CGD / Refineries / Others)
4.	Pipeline connected to offtake gas from Delivery Point	
5.	Any pipeline likely to be connected to offtake gas from delivery point	

For, [.....]

Authorised Signatory

Name of the Authorised Signatory:

Designation:

(Company Seal)

FORM C4

Bank Guarantee format for Initial Security Deposit

No

To,
Director of Finance
Kiri and Company Logistics Pvt Ltd
Police Chandmari Range, Near News Club
NH-15 Gadan Road, Barmer 344001, Rajasthan
Attn.: **Mr.Dilip Khatri**

Sir,

1. M/s. Kiri & Co. Logistics Pvt. Ltd., incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot No. D-222/18, TTC Industrial Area, MIDC, Near London Plisner, Shirvane Pawane, Navi Mumbai, in the district of Thane, Mumbai-400701, Maharashtra, India, and corporate office at Police Chandmari Range, Near News Club, NH-15 Gadan Road, Barmer 344 001, Rajasthan, India (hereinafter referred to as "Company", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns) having entered into a Contract No. _____ dated _____ (hereinafter called the "Contract" which expression shall include all the amendments thereto) with [insert the Contractor Name], a company incorporated and validly existing under the laws of India, having its registered office at [insert address of Contractor] (hereinafter referred to as the "Contractor", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns) and the Contract having been formally signed by the Contractor and Company, one of the terms of the Contract requires that the Contractor furnishes to Company a bank guarantee for [INR/USD] _____ (in figures & words) along with submission of acceptance for execution of the Contract for guaranteeing the satisfactory performance by the Contractor under the Contract.
2. We, _____, (Name of the bank) registered under the laws of _____, having head / registered office at _____ (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay to the Company (or if the Bank has accepted the assignment of the benefit of this bank guarantee to any third party pursuant to Clause 4 of this bank guarantee then to that third party) within twenty four (24) hours after receipt by the Bank of a demand complying with the requirements of this bank guarantee on first demand in writing any / all moneys to the extent of [INR/USD] _____ (in figures & words) without any demur, reservation, recourse, contest or protest and without any reference to the Contractor. Any such demand made by Company on the Bank by serving a written notice, shall be conclusive and binding, without any proof whatsoever, as regards to the amount due and payable, notwithstanding any dispute (s) pending before any court, tribunal, arbitrator or any other authority and / or any other matter or thing whatsoever, as Bank's liability under these presents being absolute and unequivocal. For the purposes of this Clause

2 “business day” means a day on which commercial banks are open for business in [mention city of the bank branch]. Bank hereby agree and acknowledge that this guarantee is irrevocable and continues to be enforceable until it is fully and finally discharged by Company in writing or [insert date] whichever is earlier. This bank guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the Bank.

3. The Bank also agrees that Company at its option shall be entitled to enforce this bank guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security of other guarantee that Company may have in relation to the Contractor’s liabilities.
4. The benefit of this bank guarantee may be assigned, charged or transferred by the Company to any person, company, bank or other institution to which the benefit of the Contract is assigned in accordance with its terms only when the prior written consent of Bank is obtained (which shall not be unreasonably withheld). The Bank shall be given written notice of any such assignment in advance. However, Bank reserve the right at any time to refuse payment of or to reject documents presented bearing reference to any country, entity or individual that may be the subject of any boycott, sanction or embargo imposed by any laws, executive orders or regulations of the government and/or authorities of the [insert the country name] or other countries ("applicable restrictions"). This includes documents evidencing transshipment through any country affected by any applicable restrictions. Bank shall not be liable for any delay or failure to make payment under this bank guarantee or disclosure of information in connection with such documents, or any other consequence thereof. Further, this bank guarantee may not be assigned or transferred to any person or entity that is the subject of any boycott, sanction or embargo under any applicable restrictions.
5. The Bank further agrees that Company shall have the fullest liberty without the Bank’s consent and without affecting in any manner the Bank’s obligations hereunder to vary any of the terms and conditions of the Contract or to extend time of the Contract by the said Contractor and to enforce, or to forebear to enforce any of the terms and conditions relating to the Contract and the Bank shall not be relieved from its liability by reason of any such variation, or extension being granted to the Contractor or any forbearance, act or omission on the part of Company or any indulgence shown by Company to the Contractor or any such matter or thing whatsoever which under the applicable laws may, but for this provision, have effect of relieving the Bank.
6. The Bank further agrees that the bank guarantee herein contained shall remain in full force till it is validly discharged by the Company or [insert date] whichever is earlier, and all dues of Company under or by virtue of this Contract have been fully paid and all its claims satisfied or discharged or till Company discharges this bank guarantee in writing, whichever is earlier.
7. The bank guarantee shall not be discharged by any change in Bank’s constitution, constitution of Company or that of the Contractor or change in appropriate laws.
8. The Bank confirms that this bank guarantee has been issued with observance of appropriate laws of [insert country name].
9. The Bank also agrees that this bank guarantee shall be governed and construed in accordance with [insert country name]. laws and subject to the exclusive jurisdiction of Delhi courts.

10. All charges, fees, commission and other costs shall be to the account of the Contractor. Failure of the Contractor to make such payments shall not in any way affect the bank's obligation under this bank guarantee and Company shall be paid the money due to it under this bank guarantee without any deduction.
11. Notwithstanding anything contained hereinabove:
- (i) Bank's liability under this bank guarantee is limited to [INR/USD] _____ (in figures & words) and Bank's guarantee shall remain in force until [insert date].
 - (ii) Any claim under this bank guarantee must be received by Bank before the 60 days from the date of expiry of this bank guarantee i.e [insert date]. If no such claim has been received by us by the said date, the right of Company under this bank guarantee will cease.
 - (iii) Any letter from the Company to the Manager of [insert full branch address] branch of the Bank, under the seal of Company shall be deemed to be sufficient and valid demand for payment under this bank guarantee.
 - (iv) The Bank undertakes not to revoke this bank guarantee before the expiry of this bank guarantee including during extension period, if any.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this [insert date] day of [insert month], [insert year] at [insert place of execution]

(Signature)

(Signature)

Full name and official address
with bank stamp

Full name and official address
with bank stamp

Attorney as per power of

Attorney No.....

Dated

WITNESS No. 1

WITNESS No. 2

Notes

1. To be executed as deed.

FORM C5

**Format for Declaration of aggregate gas requirement
of more than 20000 SCMD (only for end users)**

<On Bidder Company's Letterhead>

To,
Director of Finance
Kiri and Company Logistics Pvt Ltd
Police Chandmari Range, Near News Club
NH-15 Gadan Road, Barmer 344001, Rajasthan

Attn.: **Mr.Dilip Khatri**

Subject: Declaration for total gas requirement of more than 20000 SCMD.

Dear Sir,

We _____ (the Bidder), having our registered office at _____ and plant as declared in Form C2 of the RFP, hereby declare that our total gas requirement at each of these plants is more than _____SCMD and we are not mandated to consume gas from CGD network.

For, [.....]

Authorised Signatory

Name of the Authorised Signatory:

Designation:

(Company Seal)

FORM C6

Format for Declaration for confirmation of final offtake of Gas

<On Bidder Company's Letterhead>

To,
Director of Finance
Kiri and Company Logistics Pvt Ltd
Police Chandmari Range, Near News Club
NH-15 Gadan Road, Barmer 344001, Rajasthan

Attn.: **Mr.Dilip Khatri**

Subject: Declaration for confirming the timeframe for offtake of Gas.

Dear Sir,

We _____ (customer to specify exact legal name), having our registered office at _____ and facility/plant as declared in Form C2 / Form C3 [strike out which is not applicable] of the RFP, hereby declare that we shall start offtake of natural gas volume allocated at the end of this e-auction by the start date quoted by us during the e-auction such that under any circumstances this date shall be no later than 15th November, 2022.

For, [.....]

Authorised Signatory

Name of the Authorised Signatory:

Designation:

(Company Seal)