

**GAIL (INDIA) LIMITED**



**NOTICE INVITING  
EXPRESSION OF INTEREST (EOI)  
FOR  
PURCHASE OF HP-HT CEILING PRICE GAS  
FROM  
INTERESTED SELLERS**

**EoI No.: GAIL/NEW DELHI/SOURCING/NG /EoI/2023/01**

**DATE: 12.12.2023**

1. GAIL (India) Limited (“GAIL”) seeks the interest of potential Sellers for supply of gas produced from deep water/ultra-deep water/high temperature-high pressure areas (**HP-HT Ceiling Price Gas**) in line with MoP&NG circulars and directives from time to time.
2. Potential Sellers to send duly filled-in offers as per **Annexure – A** to e-mail ID [domesticsourcing@gail.co.in](mailto:domesticsourcing@gail.co.in) only.
3. **Last date & time for submission: 23:59 Hrs. of 15.12.2023**
4. **The offers submitted should be valid till: 23:59 Hrs. of 30.12.2023**
5. Evaluation of the offers received and determination of the contract quantity will be as follows:
  - i. The offers received will be evaluated solely based on the Trading Margin charged by the Seller. Whereas, Trading Margin shall be up to the maximum allowed as per MoP&NG notification no. Expl-15022(13)/234/2019-ONG-V (E-33916) dated 13.01.2023 (**Annexure-C**).
  - ii. The volume that may be allocated to each Seller will be determined based on bucket filling auction method i.e., the total requirement of GAIL will be first allocated to the L-1 bidder (Seller quoting lowest Trading Margin), if the offered quantity of L-1 bidder is higher than or equal to the GAIL’s requirement. If the volume offered by the L-1 bidder is less than the GAIL’s requirement, then the balance requirement will be allocated to L-2 bidder followed by L-3 and so on until the total requirement of GAIL is fully allocated.
  - iii. If there is a tie in Trading Margin offered, the volume will be allocated on pro-rata basis of Sellers offered quantity.
6. A conversion factor of INR 83/USD shall be used wherever necessary for evaluation purpose.
7. Offers received after due date and offers with incomplete information are liable to be rejected.
8. A model Agreement/Term Sheet to be signed between GAIL and the selected Seller(s) is attached as **Annexure – B**.
9. Unified Tariff Path applicable for transportation of gas will be informed to the selected Seller by GAIL prior to commencement of gas supplies before each month.
10. As the Delivery Point is in Maharashtra, Sellers who have VAT/CST registration in Maharashtra state only may apply.

11. Potential Sellers to ensure compliance of MoP&NG notification dated 13.01.2023 (**Annexure – C**) and other relevant directives/circulars pertaining to HP-HT Ceiling Price gas from time to time.
12. This EoI is for aggregating the interest of potential Sellers of HP-HT Ceiling gas only and GAIL reserves its rights to purchase or not to purchase the gas offered by the Sellers.
13. GAIL reserves the right to reject any or all of the proposals submitted in response to the EOI document at any stage without assigning any reasons whatsoever. GAIL reserves the right to change/ modify/ amend any or all of the provisions of the EOI document without assigning any reason. Any such change would be communicated to the potential Sellers by posting it on the GAIL's website and/or through e-mail to potential Sellers. GAIL shall have no liability for any loss which may arise from or be incurred or suffered on account of anything contained in the EOI or otherwise including the accuracy, adequacy, correctness, completeness or reliability of EOI and any assessment, assumption, statements or information contained therein or deemed to form part of this EOI.

14. **DISCLAIMER**

This is only an Invitation for EOI and it is for the sole purpose to assess the interest of potential Sellers of HP-HT Ceiling Price Gas and shall not be binding on GAIL. GAIL shall not have any obligation whatsoever and the potential Seller shall have no claim or right of whatsoever nature by merely participating in EOI.

15. **GRIEVANCE REDRESSAL MECHANISM**

Any dispute arising out of this EOI shall be resolved amicably through discussions in good faith with a view to expeditiously resolve such dispute. In the event the dispute persists, the Parties agree to resolve the dispute by conciliation in accordance with provisions of GAIL Conciliation Rules 2010. In the event of non-resolution of dispute by Conciliation, the parties are at liberty to approach the competent court.

16. **GOVERNING LAWS**

The laws of Republic of India shall govern all matters concerning the EOI. The courts at New Delhi shall have exclusive jurisdiction to adjudicate on any matter, which may arise related to the EOI.

17. For any query/clarifications, please contact:

<b>Shri B S G Ramaprasad</b> email: ramaprasad@gail.co.in contact no: +91- 9884621198	<b>Shri Kumara Swamy K</b> email: kumar.komireddy@gail.co.in contact no: +91- 9884492820
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(to be issued on the Company's Letter head)

ANNEXURE – A

(EOI No. GAIL/NEW DELHI/SOURCING/NG /EoI/2023/01 Dated 12.12.2023)

1	Name of the Company	
2	Registered Office address	
3	Quantity (in MMBTU/day) <i>(Minimum: 1000MMBTU/Day and Maximum: 39200MMBTU/Day)</i>	
4	Period of Supply	01.01.2024 - 30.09.2024
5	Unified Entry Point of gas	
6	Delivery Point of Gas	Ex-Mhaskal, Maharashtra
7	Gas Sale Price	<i>(to be provided in the format provided at Form-A)</i>
8	Remarks, if any	
9	Seller's Contact Person details:	Name: Designation: Contact No.: e-mail ID:

For [.....]

**(Authorized Signatory)**

**Name of the Authorized Signatory:**

**Designation:**

**Date:**

**(Company Seal)**

(to be issued on the Company's Letter head)

(Form-A)

**Gas Price**

The Gas Price shall be sum of (a) to (d) below:

- a) Basic Price: lower of:
  - i. [Seller's upstream purchase price formula to be inserted by Seller]
  - ii. PPAC Gas Price Ceiling^
  
- b) 2% Central Sales Tax paid by Seller/bidder to its suppliers on Basic Price, if applicable.
  
- c) \*Transportation charges up to Delivery Point plus GST. These Transportation charges shall be determined based on Unified Exit Point to be indicated by GAIL.
  
- d) \*\*Trading margin: [to be quoted by Seller in Rs/MMBtu]

The above Gas Price is exclusive of VAT/CST.

^ "PPAC Gas Price Ceiling" means the ceiling price of domestic natural gas as notified by Petroleum Planning and Analysis Cell (PPAC) from time to time, pursuant to Ministry of Petroleum and Natural Gas notification O-22013/27/2012-ONG-D-V (Vol-II) dated 21.3.2016 on "Marketing including pricing freedom for the gas to be produced from Discoveries in Deepwater, Ultra Deepwater and High Pressure – High Temperature areas".

\*Before commencement of gas supplies, GAIL will intimate the Unified Tariff path. For avoidance of doubt, Seller to bear the transportation charges from Unified Entry Point to the Delivery Point at Mhaskal, Maharashtra.

\*\* Maximum shall not be higher than the allowed Trading margin as per MoP&NG notification no. Expl-15022(13)/234/2019-ONG-V (E-33916) dated 13.01.2023 (Annexure-C).

Remarks, if any:

For [.....]

(Authorized Signatory)

**Name of the Authorized Signatory:**

**Designation:**

**Date:**

**(Company Seal)**

## Annexure-B

### AGREEMENT NO. \_\_\_\_\_ FOR THE SALE AND PURCHASE OF NATURAL GAS BETWEEN \_\_\_\_\_ (“SELLER”) AND GAIL (INDIA) LIMITED (“BUYER”)

This agreement (“**Agreement**”) is executed on this \_\_\_ day of \_\_\_\_\_ 202\_ between:

\_\_\_\_\_, a company incorporated and established in India under \_\_\_\_\_ with its registered office - \_\_\_\_\_ (hereinafter referred to as the "**SELLER**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its legal successors, nominees and permitted assigns) of the first part;

And

**GAIL India Limited (GAIL)**, a public sector company incorporated and established in India under the Companies Act, 1956, GAIL Bhawan, 16, Bhikaiji Cama Place, R. K. Puram, Ring Road, New Delhi - 110066, (hereinafter referred to as the "**BUYER**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its legal successors, nominees and permitted assigns) of the other part.

This Agreement sets out the terms and conditions in respect of the sale and purchase of natural gas (“**Gas**”) between SELLER and BUYER.

SELLER and BUYER are referred to collectively as the “Parties” and individually as a “Party”.

No.	Subject	Provisions
1.	SELLER	[Seller]
2.	BUYER	GAIL (India) Ltd.
3.	Sale and Purchase of Gas;	BUYER intends to purchase Gas from the SELLER in the state of Maharashtra.  SELLER shall purchase Gas from outside Maharashtra on a CST basis and sell it to BUYER at the Delivery Point on VAT/CST basis.  The delivery of Gas by SELLER under this Agreement shall be deemed complete when such Gas passes the Delivery Point.
4.	Term of the Agreement	The Term of this Agreement shall commence on _____ 2023 (“ <b>Effective Date</b> ”) and shall expire on _____ 2024. However, the supply of Gas shall commence on _____ and shall end on _____ (“ <b>Supply Period</b> ”).
5.	Contract Quantity of Gas	SELLER has agreed to deliver, and BUYER has agreed to take and receive _____ MMBTU, (“ <b>Total Contract Quantity (TCQ)</b> ”) during the term of this agreement.  <b>Daily Contracted Quantity (DCQ)</b> shall be _____ MMBTU/day

		<p><b>Quarterly Contracted Quantity (QCQ)</b> shall be DCQ * No. of days in the calendar quarter during which supply is made. Accordingly, QCQs for each calendar quarter are as follows:</p> <table border="1"> <thead> <tr> <th>Supply Quarter</th> <th>No. of Days</th> <th>QCQ [<i>DCQ * no. of days</i>] (in MMBtu)</th> </tr> </thead> <tbody> <tr> <td>Jan'24 – Mar'24</td> <td>91</td> <td></td> </tr> <tr> <td>Apr'24 – Jun'24</td> <td>91</td> <td></td> </tr> <tr> <td>Jul'24 – Sep'24</td> <td>92</td> <td></td> </tr> </tbody> </table> <p>On any day, SELLER may, upon request of BUYER supply a quantity above 100% of the DCQ subject to operational flexibility.</p>	Supply Quarter	No. of Days	QCQ [ <i>DCQ * no. of days</i> ] (in MMBtu)	Jan'24 – Mar'24	91		Apr'24 – Jun'24	91		Jul'24 – Sep'24	92	
Supply Quarter	No. of Days	QCQ [ <i>DCQ * no. of days</i> ] (in MMBtu)												
Jan'24 – Mar'24	91													
Apr'24 – Jun'24	91													
Jul'24 – Sep'24	92													
6.	Transfer of Title and risk of Gas	<p>SELLER shall make all Gas supplied hereunder available to BUYER at the Delivery Point, in accordance with and subject to the terms and conditions of this Agreement. BUYER shall ensure receipt, offtake and transportation of Gas from the Delivery Point to the BUYER's Facilities.</p> <p>Title and risk of loss of the Gas delivered hereunder shall pass from SELLER to BUYER at the Delivery Point on delivery of such Gas to the BUYER.</p>												
7.	Business Day	<p>means any day other than a Sunday, the second and fourth Saturday of a calendar month or a day declared to be a public holiday under the provisions of the Negotiable Instruments Act, 1881, as applicable in Mumbai/Delhi.</p>												
8.	Gas transportation	<p>SELLER is responsible for transportation up to the Delivery Point and BUYER will make suitable transmission arrangement(s) for evacuation of Gas downstream of the Delivery Point.</p>												
9	Facilities	<p>BUYER's Facilities mean Gas handling facilities of BUYER or its affiliates located at downstream of Delivery Point at Mhaskal in Maharashtra</p> <p>SELLER's Facilities mean gas receiving facilities, delivery facilities, any pipelines, plant, machinery or any other equipment or other utilities used or to be used from time to time to transport, meter, test, or deliver Gas at the Delivery Point.</p> <p>Both Parties are obligated to ensure operation of their respective facilities in accordance with the standard of a reasonable and prudent operator.</p>												
10.	Delivery Point	<p>Outlet face of the downstream flange of the metering facilities of the gas transporter at Mhaskal in the state of Maharashtra,</p>												

		at the interconnection with the facilities of GAIL's DUPL pipeline.
11.	Quality	Gas supplied under this Agreement shall be as per the Specification provided under Annexure I. BUYER shall have the right to reject off-spec gas at Delivery Point. SELLER shall reimburse BUYER for any direct damage caused to BUYER's Facilities on account of supply of off-spec gas at Delivery Point, unless such supply has been made pursuant to acceptance of BUYER for supply of off-spec gas.
12.	Delivery Pressure of Gas	SELLER shall maintain pressure at the Delivery Point within a range of eighty-six (86) bar(a) to ninety-four (94) bar(a). BUYER shall cause its gas transporter to maintain pressure for accepting gas within this pressure range.
13.	Delivery temperature of Gas	SELLER shall deliver Gas at a temperature of not less than seven (7) Degree Celsius and not more than forty-five (45) Degree Celsius
14.	Gas Price	<i>[to be inserted after finalization]</i>  The Gas Price shall be exclusive of Taxes. BUYER shall assume full and exclusive liability for Taxes as provided in Clause 21.
15.	Exchange Rate	means the average (as rounded off to two decimal places) of the TT (Telegraphic Transfer) buying and selling rates of exchange for converting US\$ to INR, as quoted by SBI applicable on the date of the invoice/debit note, provided that: (a) if SBI releases more than one quote on the applicable day, the first quote of the day shall be used; and (b) if such rate is not available as to any day, the Exchange Rate available for the last quoted day preceding such day shall be used.
16.	Payment Security	The supply will commence on furnishing of Payment Security in the form of Standby Letter of Credit (SBLC) equal to 100% of the value of DCQ*Gas Price at the time of issue of SBLC*30. The SBLC should have validity till 30 days after the end of agreement and be in format as per Annexure 2.
17.	BUYER's Take or Pay Obligations	If during any Supply Month, BUYER shall have taken quantity of Gas which is less than 80% of the QCQ of respective Supply Month, then BUYER shall pay to SELLER, an amount for Gas not taken by the BUYER calculated as the product of the Take or Pay Deficiency and 10% of the weighted average Gas Price applicable during the Supply Month, where the Take or Pay Deficiency is the difference between the 100% of the QCQ of the Supply Month adjusted for quantity of Gas not delivered due to (i) Force Majeure (ii) off-spec Gas; (iii) and the reasons attributable to SELLER less actual quantities of Gas taken by the BUYER during the respective Supply Month.



		The due dates for payment of amount under Take or Pay plus applicable taxes shall be 4 (four) Business Days from the date of the issue of Invoice.
18.	Shortfall Quantity – SELLER’S Liquidated Damages	<p>If SELLER fails to supply 80% of the respective QCQ during any Supply Month of the Agreement, SELLER shall pay to BUYER liquidated damages calculated as the product of the Shortfall Quantity and 10% of the weighted average Gas Price applicable during the Supply Month, where the Shortfall Quantity is the difference between the QCQ of the Supply Month adjusted for quantity of Gas not delivered due to Force Majeure and reasons attributable to BUYER less actual quantities of Gas taken by the BUYER during the respective Supply Month. The rate of exchange to be applied to convert liquidated damages shall be as per Clause 15.</p> <p>The liquidated damages calculated for any Supply Month shall be set off against the value of invoice for the quantities off-taken by the BUYER in the month subsequent to Supply Month. In case there is no quantities off-taken by the BUYER, the liquidated damages shall be paid by SELLER to the BUYER.</p>
19.	Nomination, Scheduling and Allocation	<p>Day means a day beginning 0600 hours and ending at 0600 hours on the following day.</p> <p>BUYER shall provide weekly nomination for Monday to Sunday by previous Friday at Delivery Point for the quantity of Gas required at the respective BUYER’s facilities. SELLER shall schedule the quantity of gas nominated by BUYER in the range of 80% - 110% of DCQ.</p> <p>In the event of any change in requirement of Gas, BUYER shall have the right to give revised daily nominations and intra-day nominations.</p> <p>SELLER shall allocate quantity of gas to BUYER out of the measured quantity of gas at the Delivery Point(s) on each day. SELLER and BUYER or BUYER’s nominee shall sign joint ticket for such allocated quantity.</p>
20.	Invoice and Payment	<p>SELLER shall raise invoice(s) for Gas delivered to the BUYER, based on the Joint Tickets duly signed by the nominated representatives of SELLER and BUYER, as given below along with supporting documents either by way of e-mail, fax, hand delivered or courier:</p> <p>(a) The invoice shall be raised on 16th of the month and first date of the following month for covering the actual quantity of Gas supplied during each of the fortnight i.e. 1st to 15th of the month or 16th to end of the month;</p>

		<p>and/or</p> <p>(b) As soon as TCQ supply is completed. Payments shall be made in full to SELLER in accordance with the invoices and debit notes issued no later than the fourth (4th) Business Day after the day on which fax/e-mail of the relevant invoice or debit note occurs.</p> <p>“INR” means the lawful currency of India.</p> <p>BUYER will ensure that payments are deposited in the nominated Bank Account(s) of SELLER on due dates as specified in the invoices raised by SELLER.</p> <p>In the event, payments made after the due dates or short payments made by the BUYER, interest will be levied by SELLER at one month State Bank of India Marginal Cost Lending Rate (“SBIMCLR”) plus two (2) percentage points on the amount outstanding, from the date immediately succeeding the due dates, till and including the date of payment.</p> <p>All amounts shall be paid by electronic funds transfer or equivalent instantaneous transfer of funds for value on the day in question to the account designated by SELLER. BUYER shall be responsible for bearing any charges levied by the bank making the payments. Payment shall be deemed to be received on the date when such payment is actually credited to the receiving Party’s account.</p>
21.	Taxes and Duties	<p>BUYER shall assume full and exclusive liability for payment of all Taxes imposed in connection with, or related to, the sale purchase or delivery of Gas under this Agreement and any payments made under this Agreement.</p> <p>BUYER shall submit to SELLER all forms, certifications, declarations, returns, and documents (duly filled in and completed in all respects), within such time as may be requested by SELLER or prescribed by any Governmental Authority, whichever is earlier, that are required to enable SELLER to comply with the requirements of the Governmental Authority and/or any order from a court or judicial authority imposing or asserting any Taxes. If BUYER fails to submit any such forms, certifications, declarations, returns or documents to SELLER within the prescribed time or if such forms, certifications, declarations, returns or documents are not accepted by Tax authorities for any reason whatsoever at any time then SELLER shall have the right to raise necessary invoices or debit notes for any differential liability for Taxes that may arise as a result of such failure of</p>

		BUYER and BUYER shall make payment of such invoices or debit notes within four (4) Business Days.
22.	Measurement of Gas	The volume, temperature, pressure and composition of Gas delivered by SELLER shall be measured at the Delivery Point using measurement facilities at the Delivery Point. Unit of Measurement of Gas shall be MMBTU on GHV basis. BUYER has option of installing its check metering and testing equipment facilities.
23.	Measurement Standards	Chromatography shall be performed in accordance with ISO 6975 (“Gas – Extended analysis – Gas-chromatographic method”) or any other equivalent standards generally accepted in the Gas industry in India. The values of the physical constants for the Gas components shall be determined in accordance with ISO 6976 (“Gas – Calculation of calorific values, density, relative density and Wobbe index from composition”) and AGA -8 (“Gas – Calculation of compression factor”) or any other equivalent standards generally accepted in the Gas industry in India. Standard Cubic Meter shall mean the quantity of Gas that occupies a volume of one (1) cubic meter at a temperature of fifteen Degrees Celsius (15°C) under an absolute pressure of one decimal zero one three two five Bar (1.01325 Bar).
24.	Notices	<p>SELLER:  Kind Attn: _____  _____  _____  Tel: _____  Email: _____</p> <p>BUYER:  Kind Attn: _____,  GAIL Bhawan, 16, Bhikaiji Cama Place, R. K. Puram, Ring Road, New Delhi – 110066  Email: _____</p>
25.	Dispute resolution	<ol style="list-style-type: none"> <li>Any dispute arising out of or in relation to this Agreement or its subject matter (“Dispute”), shall be settled amicably between the Parties by the respective Senior Management, failing which, the Parties may initiate arbitration proceedings.</li> <li>All issue(s)/dispute(s) arising under the Agreement, which cannot be mutually resolved within a reasonable time, may be referred for conciliation in accordance with GAIL</li> </ol>

Conciliation Rules 2010 as amended from time to time A copy of the said rules have been made available on Seller's web site i.e. [www.gailonline.com](http://www.gailonline.com).

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

**3. The issue(s)/dispute(s) which cannot be resolved through conciliation such issue(s)/dispute(s) shall be referred to arbitration.**

3.1. The party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e. ICADR/ICA/DIAC/ SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

3.2. The cost of arbitration proceedings shall be shared equally by the Parties.

3.3. The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and the Rules and amendment thereof shall be applicable. All matter relating to this Agreement and arising out of invocation of Arbitration

		<p>Clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.</p> <p>3.4. List of Excepted matters subject to exclusive jurisdiction of courts situated at New Delhi:-</p> <p>3.4.1. Dispute(s)/issue(s) involving claims below Rs 25 lakhs.</p> <p>3.4.2. Dispute(s)/issue(s) relating to indulgence of Buyer/Shipper in corrupt/fraudulent/collusive/coercive practices and the same is under investigation by CBI or Vigilance or any other investigating agency or government.</p> <p>3.4.3. Dispute(s)/issue(s) involving claims above Rs 25 crores with respect to direct/indirect damages i.e loss of profits, loss of business, loss of revenue, loss of opportunity.</p> <p>3.4.4. Notwithstanding anything contained in Clause 3.4.3, claims pertaining to Take or Pay (TOP), Ship or Pay (SOP) as provided in the Contract Clause shall continue to be the subject matter of Arbitration.</p> <p>4. The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.</p> <p>5. Subject to conciliation as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018, and further amendments.</p> <p>5.1. Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.</p>
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26.	Indemnification / Consequential Damages	<p>Each Party shall indemnify and keep the other Party indemnified for any and all costs, losses, damages, expenses, demands, claims, actions or suits that it may incur, that relate to the damage or destruction of any property or the injury or death of any person and for any third party claim in connection with this Agreement except for the reasons not attributable to it.</p> <p>Neither Party shall be liable to the other Party for consequential loss or for any other incidental, special, punitive or exemplary damages arising out of or in connection with this Agreement for any reason whatsoever.</p>
27.	Applicable Law	<p>BUYER agrees, confirms and acknowledges that it shall comply with all applicable laws including the notification no. 16 dated 13 January 2023 issued by the Ministry of Petroleum and Natural Gas (MOP&amp;NG).</p>
28	Anti-Bribery	<p>(a) Each of the Parties represents and warrants to each of the other Parties that, in the past three (3) years prior to the Effective Date, neither it nor, to the best of its knowledge, any of its Affiliates or Associated Persons, in connection with or related to the SELLER's tender process or this Agreement:</p> <p>(i) has engaged in any activity, practice or conduct, which will amount to corruption including but not limited to:</p> <p>(A) paying, offering or offering to give, promising or agreeing to give, or authorising the payment (directly or indirectly through any third party) of any monies, consideration of any kind or anything of value, to (a) any Government Official in order to obtain or retain business or to influence official action, or (b) or any of the other Party's Affiliates or Associated Persons or any other Person, in each case where such activities have the purpose or effect of commercial bribery, or acceptance or acquiescence in kickbacks or other unlawful or improper means of obtaining or retaining business, or taking or refraining from taking any action as an improper inducement or a reward for any act or decision; or</p> <p>(B) receiving, extorting or soliciting, any monies, consideration of any kind or anything of value for any undue act or decision; or</p> <p>(ii) has directly or indirectly engaged in any other acts or transactions in each case, in violation of or inconsistent with the Bribery Acts</p> <p>(b) Each of the Parties further represents and warrants to each of the other Parties that, in the past five (5) years prior to the Effective Date, neither it nor, to the best of its knowledge, any of its affiliates or associated persons, in connection with or related to the SELLER's tender process or this Agreement:</p>

		<p>(i) has directly or indirectly engaged in or facilitated any activity which will amount to money laundering, including without limitation, smuggling, terrorism and terrorist financing, conversion, concealment or disguise to make appear as legitimate, or acquisition, possession or use, of any economic advantage or property obtained or suspected to have been obtained from or in connection with any category of offences designated under any applicable anti-money laundering or other applicable Law; or</p> <p>(ii) has violated any provisions of the Prevention of Money Laundering Act, 2002, as may be amended, re-enacted, replaced or consolidated from time to time, or any other applicable anti-money laundering Law, which has as its objective the prevention of money laundering.</p> <p>(c) Each of the Parties further undertakes to each of the other Parties that neither it nor any of its affiliates or associated persons during the term of this Agreement will act in a manner that renders the representations and warranties contained in Clause 28(a) or (b) above incorrect, untrue or misleading.</p> <p>(d) If, in the reasonable judgement of either of the Parties, the other Party is in breach of its representations and warranties under Clause 28(a) or (b) above, and/or undertaking in Clause 28(c) above, the non-breaching Party shall have, without prejudice to any other right or remedy legally available to it, the right to either:</p> <p>(i) require the other Party to undertake any and all requisite measures to remedy or rectify such breach;</p> <p>(ii) immediately terminate this Agreement and recover any loss directly suffered by the non-breaching Party resulting from such termination; and/or</p> <p>(iii) recover in full, from the breaching Party, any other loss sustained by the non-breaching Party as a consequence of any such breach, whether this Agreement has been terminated or not.</p> <p>(e) BUYER will make reasonable endeavours to conduct due diligence in relation to (i) Bribery Acts and (ii) Prevention of Money Laundering Act, 2002 before appointment of any contractors or third parties required by the BUYER in relation to the transportation, processing or use of Gas purchased under this Agreement.</p> <p>(f) If BUYER or any of its affiliates or associated persons becomes aware of or reasonably suspects a violation or potential violation of Clause 28(a), (b) and (c) by either of the Parties to this Agreement, such Persons may report the same to the SELLERS.</p> <p>(g) If BUYER or any of its affiliates or associated persons refuses to pay or offer a bribe or raises concerns, or report any wrongdoing to the Company, such Person will not face any</p>
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		form of retaliation from the SELLERs. The SELLERs encourage openness and will support anyone who raises genuine concerns about any corrupt practices, in good faith.
29.	Anti-Money Laundering	<p>(a) Either Party agrees that, in connection with this Agreement, the other Party will comply with all anti-money laundering laws, rules, regulations or equivalent applicable to either BUYER or SELLERs.</p> <p>(b) Subject to any relevant data privacy or protection law, either Party shall immediately report to the other Party any allegations, proceedings or investigations relating to bribery, corruption or money laundering against the defaulting Party, its directors, officers, employees or its BUYERs engaged in connection with this Agreement.</p> <p>(c) Either Party represents and warrants that, except as otherwise disclosed in writing to the other Party, neither it nor its directors, officers, or key employees in connection with this Agreement have in the last ten (10) years:</p> <p>(i) been convicted of any offence involving money laundering; or</p> <p>(ii) been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving money laundering.</p>
30.	Governing Law and Jurisdiction	Governing law shall be Indian law and courts at New Delhi shall have exclusive jurisdiction in respect of Disputes arising under this Agreement.
31.	Force Majeure	<p>The expression “<b>Force Majeure</b>” shall mean any event beyond the reasonable control of a Party and unanticipated or unforeseeable that affects either Party’s performance herein by and not brought at the instance of the Party claiming to be affected by such event or which, if anticipated and foreseeable, could not have been avoided or provided for acting in accordance with the standards of a reasonable and prudent operator, which prevents the ability in whole or in part of such Party to fulfill any obligation under this Agreement which it could not prevent or overcome acting as a reasonable and prudent operator. Such events, provided they fulfill the requirements stated in the preceding sentence, shall include, but not be limited to the following:</p> <p>i. lawful strikes and lockouts or, other industrial disturbances;</p> <p>ii. laws, acts and conduct of the central or any State Government or instrumentality or regulatory authorities or representatives thereto and that directly affects either Party’s performance herein;</p>



		<ul style="list-style-type: none"> <li>iii. wars, blockades (of countries, ports or airports), public international trade sanctions, embargoes, insurrections, riots, civil disturbances, terrorism, sabotage, or seizure of power by military or other non-legal means;</li> <li>iv. epidemic, plague or quarantine;</li> <li>v. radioactive contamination or ionising radiation;</li> <li>vi. plane crash, train crash and road accidents.</li> <li>vii. acts of God, lightning, earthquakes, fires, storms, storm warnings, tidal waves, atmospheric disturbance, cyclone, hurricane, typhoon, tornado, landslide, soil erosion, subsidence, washout floods, atmospheric disturbance;</li> <li>viii. breakage of or accident to or failure or breakdown of any part of the SELLER or BUYER's facilities which shall include but not be limited to BUYER's transporter's facilities, not on account of any negligence or willful misconduct of either of the Parties, including but not limited to, machinery, production facilities, processing facilities, Gas pipelines ancillary and any other facilities upon which the SELLER is relying to satisfy the requirements of this Agreement.</li> </ul> <p>A. Force Majeure shall not include failure or loss of BUYER's or SELLER's market(s) for commercial or any other reasons or the non-availability or lack of funds or inability to borrow funds.</p> <p>B. No failure, delay or omission by a Party to fulfil any of its obligations under this Agreement shall give rise to any claim against such Party or be deemed to be a breach of this Agreement if and to the extent such failure, delay or omission arises from, or continues as a consequence of, an event of Force Majeure under this Agreement.</p> <p>C. Neither Party hereto shall be liable for failure to perform or for delay in performing any of their obligations under this Agreement, if such failure or delay is caused or results from a Force Majeure.</p> <p>D. Notice and resumption of normal performance</p> <p>a) Give Notice</p>
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		<p>(i) Promptly upon the occurrence of an event that a Party considers may subsequently lead it to claim Force Majeure relief under this Agreement but in no case later than three (3) Days after becoming aware of the occurrence of the event of Force Majeure, such Party shall give notice to such effect to the other Party, describing such event and the obligations the performance of which could be delayed or prevented thereby.</p> <p>(ii) A Party claiming relief on account of Force Majeure, shall promptly after obtaining the relevant details regarding such Force Majeure, give notice to the other Party of the event or circumstances giving rise to such Force Majeure and give notice to the other Party of the cessation of Force Majeure so as to enable such other Party the opportunity to mitigate any consequence of such event of Force Majeure provided that any failure to give such notice shall not deny the Party claiming Force Majeure relief from such Force Majeure pursuant to the terms of this Agreement.</p> <p>b) Provide Report</p> <p>Promptly after issuance of a notice, but in any event not later than five (5) Days after such notice, above, the Party claiming a Force Majeure shall provide the other Party with a full report about the Force Majeure including particulars of the event or circumstance, a general description of the obligations it is likely to affect, an estimate of the likely duration of the effect of such event of Force Majeure and a statement of the steps and time believed necessary to remedy and/or overcome any resultant failure to fulfill the obligations excused by such Force Majeure.</p> <p>c) Provide Access</p> <p>The Party claiming a Force Majeure shall forthwith, where practicable, give or procure for the other Party access to the scene of the event which gave rise to the Force Majeure, for the purposes of inspection. Provided that the expense and risk of such access and inspection shall always be that of the requesting Party.</p> <p>d) Onus on Party Claiming Force Majeure</p>
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		<p>The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this clause and that such Party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure.</p> <p>e) Resume Performance</p> <p>The Parties shall exercise reasonable diligence to resume normal performance of this Agreement after the occurrence of an event of Force Majeure.</p> <p>f) Act in Good Faith</p> <p>In relation to all matters affected by a Force Majeure, each Party shall exercise its rights under this Agreement in good faith.</p> <p>g) Endeavor to mitigate</p> <p>For all matters affected by an event of Force Majeure, the Parties shall consult with a view to ending the Force Majeure and to mitigate the effects thereof during the period of Force Majeure.</p>
32	Termination	<ol style="list-style-type: none"> <li>1. SELLER may at its sole discretion, and in addition to any other legal remedies it may have, forthwith upon giving thirty [30] days' notice to BUYER, suspend deliveries of the SELLER's Gas or terminate the Agreement if: <ol style="list-style-type: none"> <li>a. BUYER for any reason whatsoever fails to make any payment due to SELLER under the Agreement by the due date, failure remains unremedied at the expiry of the aforesaid notice period;</li> <li>b. BUYER is in substantial breach of its material obligations under the Agreement and such breach or failure remains unremedied at the expiry of the aforesaid notice period;</li> <li>c. A BUYER event of Force Majeure continues for forty-five [45] days or more;</li> </ol> </li> <li>2. BUYER may at its sole discretion, and in addition to any other legal remedies it may have, forthwith upon giving thirty [30] days' notice to SELLER, terminate the Agreement if: <ol style="list-style-type: none"> <li>a. A SELLER event of Force Majeure continues for forty-five [45] days or more;</li> <li>b. SELLER is in substantial breach of its material obligations under the Agreement and such breach</li> </ol> </li> </ol>

		<p>or failure remains un-remedied at the expiry of the aforesaid notice period;</p> <p>Any termination of the Agreement shall be without prejudice to the rights and obligations of the Parties as accrued up to the date of termination.</p>
32	Confidentiality	This Agreement and all documents and information transmitted between the Seller and Buyer under this Agreement shall be deemed confidential.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

**FOR & ON BEHALF OF SELLER**

\_\_\_\_\_

**NAME:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**WITNESS**

**FOR & ON BEHALF OF BUYER  
GAIL(INDIA) LIMITED**

**NAME:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**WITNESS**

## ANNEXURE I – QUALITY SPECIFICATIONS

Gas delivered at the relevant Delivery Point(s) shall:

- (a) be merchantable Natural Gas, commercially free from objectionable odours, solid matter, dust, gums, gum forming constituents or any other substance which interferes with its intended purpose, or causes interference with the proper and safe operation of the lines, meters, regulators, or other appliances through which it may flow;
- (b) not contain free water;
- (c) contain no hydrocarbons in liquid form within the temperature and pressure ranges as agreed in this Agreement, at which the Natural Gas is delivered at the relevant Delivery Point(s);
- (d) have a Hydrocarbon Dew Point of less than minus three (-3) Degree Celsius at any pressure below one hundred (100) Bar(a);
- (e) contain not more than zero point two (0.2) mol percent by quantity of oxygen
- (f) contain not more than one (1) mol percent by quantity of carbon dioxide;
- (g) have a Gross Heating Value between 8853.83 kcal/SCM and 10517.58 kcal/SCM and have a Wobbe-Index in the range of plus or minus 10 (ten) percent from the base Wobbe-Index of 11739.65 kcal/SCM;
- (h) have a temperature of not less than seven (7) Degree Celsius, and not more than forty-five (45) Degree Celsius;
- (i) have the following limits of composition:
  - (i) contain not more than a combined total of eight (8) mol percent by volume quantity of inerts, including carbon dioxide, nitrogen and any other inert compound;
  - (ii) contain not more than five (5) milligrams of hydrogen sulphide per Standard Cubic Metre of Natural Gas (the Natural Gas shall not contain any entrained hydrogen sulphide treatment chemical (solvent) or its by-products);
  - (iii) contain not more than fifteen (15) milligrams of mercaptan sulphur per Standard Cubic Metre of Natural Gas; contain not more than thirty (30) milligrams of total sulphur per Standard Cubic Metre of Natural Gas; and
- (j) have methane content not less than eighty four (84) mol percent

## ANNEXURE 2 – SBLC FORMAT

**Advising Bank:** [Seller's Advising bank and address]

*(Issuing bank should send the issued SBLC to advising Bank requesting them to advise the SBLC to beneficiary details as mentioned under field 78.)*

<b>40 A</b>	<b>Form of Documentary Credit</b>	IRREVOCABLE STANDBY
<b>20</b>	<b>Documentary Credit Number</b>	XXXXXXXX
<b>31C</b>	<b>Date of Issue</b>	XXXXXXXXXX
<b>40E</b>	<b>Applicable Rules</b>	UCP LATEST VERSION
<b>31D</b>	<b>Date and Place of Expiry</b>	<i>[please insert]</i>
<b>50</b>	<b>Applicant</b>	XXXXXXX
<b>59</b>	<b>Beneficiary - Name &amp; Address</b>	<i>[please insert]</i>
<b>32B</b>	<b>Currency Code, Amount</b>	INR
<b>39</b>	<b>Tolerance</b>	0%
<b>41D</b>	<b>Available With...By...</b>	ANY BANK IN INDIA BY NEGOTIATION AT SIGHT

### **45A: Description of Goods/ Services**

SALE OF GAS BY THE BENEFICIARY TO THE APPLICANT AS PER THE TERMS OF THE AGREEMENT NO. *(to be inserted)* ("AGREEMENT") DATED *(to be inserted)* EXECUTED BETWEEN THE BENEFICIARY AND THE APPLICANT.

### **46A: Documents Required**

1. BENEFICIARY'S CERTIFICATE CERTIFYING THAT A PARTIAL/FULL *<strike off whichever is not applicable>* VALUE OF UNPAID INVOICE(S) AND/OR DEBIT NOTE(S) AMOUNTING TO INR [•] IS DUE ON (DD/MM/YYYY) PURSUANT TO THE AGREEMENT ON ACCOUNT OF APPLICANT'S FAILURE TO PERFORM OR FULFILL ANY OF ITS OBLIGATION SET FORTH IN THE AFORESAID AGREEMENT.
2. COPY OF UNPAID INVOICE(S) AND/OR DEBIT NOTE(S) UNDER THE AGREEMENT AGAINST WHICH THE AMOUNT CLAIMED IS DUE TO BENEFICIARY.

**47A: Additional Conditions**

1. "ALL PAYMENTS UNDER THIS STANDBY LETTER OF CREDIT SHALL BE IN INR. 'APPLICABLE EXCHANGE RATE' MEANS THE TT (TELEGRAPHIC TRANSFER) SELLING RATES OF EXCHANGE FOR CONVERTING USD TO INR AS QUOTED BY THE STATE BANK OF INDIA ("SBI") APPLICABLE TO THE DAY ON WHICH PAYMENT AGAINST THE DEMAND IS MADE; PROVIDED, HOWEVER, THAT: (I) IF SUCH RATE IS NOT AVAILABLE AS TO ANY DAY, THE LAST AVAILABLE EXCHANGE RATE SHALL BE USED; AND (II) IF SBI RELEASES MORE THAN ONE QUOTE ON THE APPLICABLE DAY, THE FIRST QUOTE OF THE DAY SHALL BE USED"
2. BENEFICIARY IS ELIGIBLE TO DRAW UNDER THE STANDBY LETTER OF CREDIT, DELAYED PAYMENT INTEREST ON THE AMOUNT DUE, CALCULATED FROM THE DATE PAYMENT IS DUE TO THE BENEFICIARY (AS INDICATED ON BENEFICIARY CERTIFICATE) UNTIL THE DAY ON WHICH PAYMENT IS MADE BY THE ISSUING BANK UNDER THIS LETTER OF CREDIT. THE INTEREST SHALL BE CALCULATED ON THE BASIS OF ONE MONTH STATE BANK OF INDIA MARGINAL COST LENDING RATE (SBIMCLR) PLUS TWO (2) PERCENTAGE POINTS.
3. ALL ORIGINAL DOCUMENTS MUST BE IN ENGLISH AND MANUALLY SIGNED.
4. PARTIAL AND MULTIPLE DRAWINGS ARE ALLOWED.
5. ALL DOCUMENTS SHALL MENTION 'DRAWN UNDER SBLC NUMBER.....DATED.....

<b>71B</b>	<b>Charges</b>	ALL CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.
<b>48</b>	<b>Period for Presentation</b>	WITHIN THE EXPIRY OF THE SBLC
<b>49</b>	<b>Confirmation Instructions</b>	WITHOUT
<b>78</b>	<b>Instr to Payg/Acceptg/Negotg Bank</b>	(1) SBLC TO BE ADVISED TO THE BENEFICIARY AT <i>[Please insert]</i>

(2) WE HEREBY ENGAGE OURSELVES THAT ANY DRAWINGS IN ACCORDANCE WITH THE TERMS OF THIS STANDBY L/C WILL BE DULY HONoured BY US.

(3) ON RECEIPT OF CREDIT COMPLIANT DOCUMENTS, WE SHALL REMIT

PROCEEDS AS PER NEGOTIATING  
BANK'S INSTRUCTION.

- (4) UNLESS EXPRESSLY MODIFIED OR EXCLUDED BY THE CREDIT, THIS CREDIT IS SUBJECT TO THE UCP (2007 REVISION) ICC PUB 600.
- (5) ALL DOCUMENTS AND ANY OTHER COMMUNICATIONS UNDER THIS LC SHOULD BE DIRECTLY SENT TO THE ISSUING BANK BY COURIER/SFMS AT THE FOLLOWING ADDRESS XXXXXX (IFSC CODE XXXXX).





# भारत का राजपत्र

## The Gazette of India

सी.जी.-डी.एल.-अ.-13012023-241931  
CG-DL-E-13012023-241931

असाधारण  
EXTRAORDINARY

भाग I—खण्ड 1  
PART I—Section 1

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं. 16]  
No. 16]

नई दिल्ली, शुक्रवार, जनवरी 13, 2023/पौष 23, 1944  
NEW DELHI, FRIDAY, JANUARY 13, 2023/PAUSHA 23, 1944

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

अधिसूचना

नई दिल्ली, 13 जनवरी, 2023

**विषय:** गहरे समुद्री, अत्यधिक गहरे समुद्री और उच्च दाब-उच्च तापक्रम वाले क्षेत्रों में खोजों से उत्पादित गैस की बिक्री और पुनर्बिक्री तथा मूल्य निर्धारण की आजादी के संबंध में।

सं.अन्वे.-15022(13)/234/2019-ओएनजी-V(ई-33916).—दिनांक 15 अक्टूबर, 2020 की राजपत्र अधिसूचना सं. 300 और दिनांक 03 दिसंबर, 2020 की अधिसूचना सं. 351 के क्रम में दिनांक 21 मार्च 2016 की सरकारी अधिसूचना सं. 86 द्वारा यथा अधिसूचित अधिकतम मूल्य सहित गहरे समुद्री (डीडब्ल्यू), अत्यधिक गहरे समुद्री (यूडीडब्ल्यू) और उच्च दाब-उच्च तापक्रम वाले क्षेत्रों (एचपी एचटी) में खोजों से उत्पादित गैस के बाजार मूल्य के निर्धारण और आगे गैस के व्यापार के संबंध में निम्नलिखित स्पष्टीकरण एतद्वारा जारी किए जाते हैं:-

क. उपर्युक्त उल्लिखित गैस की ई-बोली प्रक्रिया में भाग ले रहे सहयुक्तों सहित बोलीदाताओं को स्पष्ट रूप से यह बताना होगा कि क्या वे अंत्य उपभोक्ताओं (अपनी समूह कंपनियों द्वारा उपयोग सहित) के रूप में अपने उपयोग के लिए अथवा एक व्यापारी के रूप में नीलामी के माध्यम से गैस खरीदना चाहते हैं।

- ख. अंत्य उपभोक्ता: खरीदी गई उपर्युक्त उल्लिखित गैस की किसी मात्रा तथा संयंत्र के अनियोजित तरीके से बंद होने की स्थिति सहित किसी भी कारण से शेष अप्रयुक्त गैस की पुनर्बिक्री पेट्रोलियम और प्राकृतिक गैस मंत्रालय द्वारा अलग से अधिसूचित की जाने वाली शर्तों पर की जा सकती है।
- ग. व्यापारी: व्यापारियों के रूप में उपर्युक्त उल्लिखित गैस खरीदने वाले सहयुक्तों सहित उन सभी कंपनियों के लिए निम्नलिखित शर्तें लागू होंगी। यह शर्तें इस अधिसूचना के प्रवृत्त होने की तारीख से भूतलक्षी प्रभाव से लागू होंगी।
- व्यापारी उपर्युक्त गैस की पुनर्बिक्री किसी अन्य व्यापारी या अंत्य उपभोक्ता को कर सकते हैं,
  - उपर्युक्त गैस की पुनर्बिक्री पर समग्र व्यापार मार्जिन यूरिया और एलपीजी उत्पादकों (वर्तमान में 200 रुपये प्रति हजार एससीएम) को पुनर्बिक्री के लिए दिनांक 24 नवंबर, 2015 को सरकार द्वारा पूर्व में अधिसूचित विपणन मार्जिन की दरों पर कैप किया जाएगा। अन्य अंत्य उपभोक्ताओं या व्यापारियों को पुनर्बिक्री के लिए पुनर्बिक्री पर समग्र व्यापार मार्जिन मानक विपणन मार्जिन का अधिकतम होगा।
- नोट 1:** मानक विपणन मार्जिन से आशय उपभोक्ताओं को आपूर्ति के लिए पेट्रोनेट एलएनजी लिमिटेड के साथ दीर्घकालिक संविदा के तहत पुनर्गैसीकृत तरलीकृत प्राकृतिक गैस (आरएलएनजी) के ऑफ-टेकर्स द्वारा लगाए जा रहे विपणन मार्जिन से है, जो वर्तमान में कैलेंडर वर्ष 2023 के लिए 16.62 रुपए/एमएमबीटीयू है।
- नोट 2:** ऊपर विनिर्दिष्ट व्यापार मार्जिन संविदाकार और अंतिम खरीदार के बीच लेन-देन की शृंखला में शामिल सभी व्यापारियों द्वारा लगाए गए व्यापार मार्जिन का संचयी मूल्य होगा।
- अंत्य उपभोक्ताओं की स्थिति स्व-प्रमाणन पर आधारित होगी। तथापि, सरकार स्व-प्रमाणन की प्रामाणिकता को सत्यापित करने का अधिकार, यदि ऐसा आवश्यक हो, अपने पास सुरक्षित रखेगी।
  - व्यापारी सम्पूर्ण लेन-देन के विवरण की सूचना संविदाकारों को देंगे जो इस तरह के अभिलेख रखेंगे। संविदाकार समय-समय पर बोली समापन रिपोर्ट के अनुपूरक के रूप में डीजीएच को यह सूचना प्रस्तुत करेंगे। डीजीएच समय-समय पर इस संबंध में पेट्रोलियम और प्राकृतिक गैस मंत्रालय को अनुपालन रिपोर्ट भेजेगा।
- घ. संविदाकार/बोलीदाता एजेंसियाँ पहले से ही एक दायरा प्रदान करती हैं जिसके भीतर बोलियों का मूल्य विनिर्धारित किया जा सकता है। ऐसी किसी भी स्थिति, जिसमें बोली प्रक्रिया के तहत प्रस्तावित गैस के आनुपातिक वितरण की आवश्यकता हो, संविदाकार उसी क्रम में सीएनजी(टी)/पीएनजी(डी) क्षेत्र, उर्वरक, एलपीजी और बिजली क्षेत्र से सम्बन्धित बोलीदाताओं को गैस की पेशकश करेगा। शेष कोई भी गैस प्रस्ताव के लिए अनुरोध (आरएफपी) की प्रक्रिया के अनुसार अन्य बोलीदाताओं को पेश की जाएगी।
- ङ. बिक्री/पुनर्बिक्री के अन्य सभी नियम और शर्तें, लागू सरकारी विधियों और नीतियों के अनुरूप होंगी। इस दिशानिर्देश को उपर्युक्त गैस के विपणन और मूल्य निर्धारण की आज्ञादी से सम्बन्धित सभी लागू विधियों और नीतियों के प्रावधानों के साथ सामंजस्यपूर्ण रूप से पढ़ा जाएगा।

राजेन्द्र कुमार कुरील, निदेशक (अन्वेषण)

**MINISTRY OF PETROLEUM AND NATURAL GAS**

**NOTIFICATION**

New Delhi, the 13th January, 2023

**Subject: Regarding Sale and Resale of Gas produced from Discoveries in Deepwater, Ultra Deepwater and High Pressure-High Temperature areas with marketing and pricing freedom-reg.**

**No. Expl-15022(13)/234/2019-ONG-V (E-33916).**—In continuation of Gazette notifications No: 300 dated 15 October 2020 and No: 351 dated 03<sup>rd</sup> December 2020, the following clarifications are hereby issued regarding the discovery of market price and further trading of gas produced from Discoveries in Deepwater (DW), Ultra Deepwater (UDW) and High Pressure-High Temperature areas (HP HT) with ceiling price as notified vide Government Notification No: 86 dated 21 March 2016:

- a. Bidders, including affiliates, participating in the e-bidding process of above mentioned gas will have to clearly specify whether they wish to purchase gas through the auction for own use as end consumers (including for use of their group entities) or as a trader.
- b. End consumers: Any quantity of above mentioned gas purchased and remaining unconsumed for any reason, including in cases of unplanned plant shutdowns, can be resold, subject to conditions, which would separately be notified by the MoPNG.
- c. Traders: For those entities, including affiliates, seeking above mentioned gas as traders, following conditions would be applicable. These conditions would apply prospectively from date of issue of this Notification.
  - i. Traders may resell above mentioned gas to another trader or to an end consumer,
  - ii. Overall trading margin on resale of above mentioned gas would be capped at rates of marketing margin previously notified by Government on 24<sup>th</sup> November 2015 for its resale to Urea and LPG producers (currently Rs. 200 per thousand SCM). For resale to other end consumers or traders the overall trading margin on resale would be the maximum of Standard Marketing Margin.

**Note 1:** Standard Marketing Margin refers to Marketing Margin being charged by off-takers of Regasified Liquefied Natural Gas (RLNG) under Long-term Contract with Petronet LNG Limited for supply to Consumers, currently at Rs.16.62/mmbtu for Calendar Year 2023.

**Note 2:** The trading margin specified above shall be the cumulative value of the trading margin charged by all the traders involved in the chain of transactions between the contractor and the ultimate buyer.

- iii. End consumers status shall be based on self-certification. Government would however, reserve the right to verify authenticity of the self-certification, should it be so warranted.
- iv. Traders shall report details of completed transaction to the Contractors who shall maintain such records. Contractor shall submit this information to DGH as a supplement to the bid closure report from time to time. DGH shall periodically send compliance reports in this regard to MoPNG.
- d. Contractors/ Bidding agencies already provide a range within which bids can be priced. In any situation, which may require proportionate distribution of the gas offered under the bidding process, the contractor shall offer gas to bidders belonging to CNG(T)/PNG(D) sector, fertilizer, LPG and power sector in that order. Any leftover gas shall be offered to other bidders as per the procedure in Request For Proposal (RFP).
- e. All other terms and conditions of the sale/resale shall be in consonance with the applicable government laws and policies. These guidelines shall be read harmoniously with provisions of all applicable laws and policies relating to marketing and pricing freedom of above mentioned gas.

RAJENDER KUMAR KUREEL, Director (Exploration)