

**Model Notice Inviting Offers
for
Exploration and Development of
Oil & Gas Blocks
under the
Hydrocarbon Exploration
& Licensing Policy (HELP)**






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1. Announcement

- (i) With the objective to augment domestic production of Petroleum, the Government of India (**“Government”**) announces the offer of Oil and Gas blocks under the Hydrocarbon Exploration and Licensing Policy (**“HELP”**) through International Competitive Bidding (**“ICB”**) for Petroleum Operations that have been identified pursuant to the Expressions of Interest received under the Open Acreage Licensing Programme in the EoI window.....
- (ii) Companies are invited to bid for exploration, development and monetization ofOil and Gas blocks likely to contain both conventional and/or unconventional hydrocarbon resources, distributed in the sedimentary basins of India. A total Blocks are on offer. Eligible companies, either alone or in consortium of unincorporated or incorporated joint ventures, may bid for one or more blocks. Any Company(ies) either singly or in consortium can put in only one (1) bid either as an Operator or Non-operator for one (1) particular block. Requisite qualifying technical and financial criteria are mentioned in the Chapter 4 of this document. The bidders are required to fulfil requisite Net Worth criteria commensurate to the value of their bid for the Committed Work Programme as specified, at the time of bidding. Bids would be evaluated on the basis of Bid Evaluation Criteria (BEC) specified for Category-I, Category II & III basins blocks under Chapter 6 of this document.
- (iii) The bids are to be submitted through the e-bidding portal (ebidding.dghindia.gov.in) setup for this purpose. Detailed instructions regarding the use of the e-bidding portal are provided in the portal. Bidders are requested to familiarize themselves with the e-bidding portal and the tutorial provided there prior to preparation and submission of their bids.



2. Main features of terms offered

The blocks shall be awarded to successful bidder by entering into a Revenue Sharing Contract (“RSC”) with the Government along the lines of published Model Revenue Sharing Contract (“MRSC”), subject to any amendments that the Government may, in its sole discretion, carry out to address any specific contractual issue that requires any amendment. The MRSC is in line with the Government’s efforts to promote ‘Ease of Doing Business’, to attract domestic and foreign investment and is based on a simple and easy to administer contractual model with optimal regulatory oversight for exploration and development of India’s petroleum reserves. Some of the attractive features of the terms offered by the Government are as under:

- (i) The Contractor is allowed to explore and extract both conventional and unconventional hydrocarbons under a single license.
- (ii) The Contractor is allowed to carry out exploration activity throughout the contract period.
- (iii) Bidding Criteria will be as under:
 - A) Blocks falling in Category –I Basins: Bid for Committed Work Programme and Revenue Share;
 - B) Blocks falling in Category –II and III Basins: Bid exclusively for Committed Work Programme comprising of seismic work programme only.

Detailed Bid Evaluation Criteria (BEC) has been defined under Chapter 6 of this document.

- (iv) The Biddable Work Programme consists of exploration only, which is to be completed within the timelines as specified in clause 8 (viii) of this document.
- (v) Government Share of Revenue (net of royalty and taxes on sales) shall be payable by the Contractor as per the applicable clauses of MRSC (based on category of the basins/CBM Blocks).
- (vi) Stabilisation Period: In case of blocks falling in Category-I Basins, Contractor shall be allowed to share revenue with the Govt. at the rate quoted by the bidder at LRP for initial period of four (4) years in case of Onland Blocks, five (5) years in case of Shallow Water Blocks and seven (7) years in case of Deep Water Blocks and Ultra Deep Water Blocks from the date of commencement of commercial production under a Petroleum Mining Lease (PML) granted for the Development Area.

Also, in line with existing Government Policies, to incentivize early monetization of discoveries, the production from such discoveries (single or cluster) shall be treated as commercial production and the Contractor shall be allowed to share revenue with the Govt. at the rate quoted at LRP till commencement of production from the approved Development Area of the Block.

- (vii) In case of blocks falling in Category-II & III Basins, there will be no revenue sharing with Government except in case of a “Windfall Gain” (as defined in MRSC). In case of “Windfall Gain” Revenue Sharing provisions shall be applicable as per the provisions of MRSC.

- (viii) Up to 100% (hundred percent) participation by foreign companies is allowed subject to Indian Regulation on Foreign Investment.
- (ix) Exemption from customs duty will be provided on imports required for Petroleum Operations as per extant Government policy.
- (x) Cess under Oil Industry (Development) Act, 1974 ("**OID Act**") shall not be applicable on crude oil production from these blocks.
- (xi) The Contractor will have full marketing and pricing freedom to sell on Arm's Length Basis. Discovery of prices will be on the basis of transparent and competitive bidding. No export will be allowed. There will be no allocation by the Government.
- (xii) In order to incentivize offshore exploration, a graded system of reduced royalty rates would be applicable as per clause 8(xvii) of this document.
- (xiii) For incentivizing early commercial production, concessional royalty rates will be applicable if commercial production is commenced within four (4) years for Onland and Shallow Water Blocks, and five (5) years for Deep Water and Ultra Deep Water Blocks from the Commencement Date of contract. Concessional royalty rates are specified in clause 8 (xviii).
- (xiv) Assignment of Participating Interest ("**PI**") shall follow a simple well defined process.
- (xv) All disputes arising out of or in relation to or in connection with the Revenue Sharing Contract shall be referred in the first instance to Committee of Eminent Persons/Experts notified by the Government of India for amicable resolution by way of mediation and conciliation. Upon failure of such proceedings, the dispute may be referred to arbitration. Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
- (xvi) Predetermined Liquidated Damages ("**LD**") have been specified for unfinished Committed Work Programme.
- (xvii) One-time Bank Guarantee ("**BG**") shall be applicable for the Committed Work Programme.
- (xviii) For blocks in category-II/III basins, swapping of committed seismic work programme with other specified types of work programme shall be allowed, as per provisions of Article 5.7 and Appendix-M of MRSC.

3. Biddable Terms:

A. Biddable terms comprise of the following parameters as tabulated below:

S. No.	Category-I Basins	Category-II & III Basins
1	Work Programme Commitment a) 2D Seismic (API) in LKM b) 3D Seismic (API) in SKM c) Number of Exploratory Wells	Work Programme Commitment a) 2D Seismic (API) in LKM b) 3D Seismic (API) in SKM
2	Quote ¹ of Revenue Share at LRP and HRP (subject to a cap of 50% quote at HRP and Quote at HRP > Quote at LRP)	Not Applicable

B. Non Biddable Mandatory Submission

Time spread for performing seismic survey (for blocks in all basin Categories) and completion of committed number of exploratory wells (relevant only for blocks in Category I basins) has to be submitted by bidders. However, the same will not be considered for bid evaluation.

The Committed Work Programme is required to be completed in a time bound manner in Exploration Period as specified in clause 8(viii) of this NIO.

C. Revenue Share

(i) Revenue Share points are as follows:

a) Blocks falling in Category-I Basins

Lower Revenue Point ("LRP") which is equal to USD 0.05 million of revenue per day and Higher Revenue Point ("HRP") which is equal to USD 7.00 million of revenue per day.

(ii) The percentage Revenue Share offered shall be non-zero positive whole number, such that, the percentage share of Revenue offered by the bidder to the Government at the HRP shall be higher than that offered at the LRP. Bids not fulfilling these requirements will be rejected.

(iii) The upper ceiling for Revenue Share Quote at HRP shall be 50%.

(iv) Contractor shall be allowed to share revenue with the Govt. at the rate quoted by the bidder at LRP for initial period of four (4) years in case of Onland Blocks, five (5) years in case of Shallow Water Blocks and seven (7) years in case of Deep Water Blocks and Ultra Deep Water Blocks from the date of commencement of commercial production under a Petroleum Mining Lease (PML) granted for the Development Area. Also, in line with existing Government Policies, to incentivize early monetization of discoveries, the production from such discoveries (single or cluster)

¹Quotes at LRP and HRP must be non-zero positive whole numbers

LKM-Line Kilometer

SKM- Square Kilometer

shall be treated as commercial production and the Contractor shall be allowed to share revenue with the Govt. at the rate quoted at LRP till the commencement of commercial production from the Contract Area under a Petroleum Mining Lease (PML) granted for the approved Development Area.

- (v) The applicable percentage Revenue Share to the Government shall be computed in accordance with the provisions of MRSC i.e. the provisions of stabilization period and methodology given in MRSC to calculate Revenue Share shall apply mutatis mutandis to calculate Revenue Share at the time of bid evaluation.
- (vi) The notional revenue profiles to be used for the bid evaluation for blocks falling in Category-I basins are provided as **Annexure-V** to this document.



4. Bid Qualifying Criteria

- (i) Payment of Tender Fees of INR 5,00,000 (Five Lakhs) (excluding taxes) (as per clause 8(iv)) must be made by the Bidder on or before the bid closing date.
- (ii) A bid shall be submitted online in the e-Bidding Portal, where detailed instructions have been provided including online submission of documents. Hard copies of the bid along with mandatory documents have to be submitted (refer Note in Chapter 7) by the bid closing date and time. "FORMAT FOR SUBMISSION OF BIDS" and "ADDITIONAL CORPORATE INFORMATION" are provided in **Annexures I and II**.
- (iii) Bid Bond of requisite value (in USD or equivalent INR) in the format as per **Annexure III**.
- (iv) Unconditional acceptance of all terms and conditions of NIO and MRSC.
- (v) The Bidder must be a single incorporated company or in consortium with other companies, through an unincorporated or incorporated joint venture. If the bidder is incorporated Joint Venture, it has to meet necessary Technical and Financial Criteria specified in this document.
- (vi) Notarized deed or declaration shall be submitted along with the bid that it is not in a state of bankruptcy, liquidation, cessation of operations, receivership, or other similar state, and no process of being placed in bankruptcy, liquidation, receivership, or other similar process have been filed against the bidding entity.
- (vii) A copy of the Memorandum and Articles of Association and by-laws of the applicant entity have to be submitted. Registration Certificate along with the name of any sovereign state or legal entities or nationals of any sovereign state that directly or indirectly holds 50% (fifty percent) or more of the voting shares of each member of the bidder consortium, or otherwise has an interest that could constitute control shall be submitted. In case of group of companies, the group's structure and organization structure shall also be submitted.
- (viii) The Net Worth of the bidding company(ies) considering Standalone (not consolidated) Financial Statements should meet the financial capacity criteria specified in clause 4(xvi) of the NIO. The Net Worth will be calculated in accordance with the method given in the "FORMAT FOR SUBMISSION OF BIDS". Bids not meeting the Net Worth criteria shall not be considered for further evaluation. **(Please note that the Net Worth would be checked at the time of Bid Evaluation as well, to match it with the bid value of the Committed Work Programme).**
- (ix) The Annual Report including the Audited Annual Accounts for the latest completed year ending preceding the date of bid submission. If Annual Report of year end date immediately preceding the bid submission date has not been finalized, then such report for the immediately preceding year end date shall be submitted. A certificate of Net Worth calculated in accordance with method given in the "**Annexure-I**" from the statutory auditor(s) based on the above Audited Annual Accounts is required to be submitted for each member of the consortium.
- (x) In case the parent company of the bidder has committed to provide financial and performance guarantee for its subsidiary, then the Annual Report, Annual Accounts and Net Worth certificate in respect of the parent company should be submitted and the

Standalone (not Consolidated) financial capability of the parent company shall be considered for evaluating the financial capability of a bidding company (this applies for each company in the consortium in case of consortium bidding).

- (xi) Bidder shall submit **Board approved** delegation of authority for the valid and binding bid(s) submitted.
- (xii) Any additional information supporting the technical and financial capacity of the bidder, as deemed fit should be submitted.
- (xiii) Satisfactory evidence for Technical Qualification Criteria including extracts of relevant Contracts (only for qualification) are required to be submitted.
- (xiv) Documents in support of court approval if the entity has gone through a process of amalgamation and merger/reorganization under any statute in India or outside jurisdiction in the preceding 3 financial years.
- (xv) **Technical Qualification Criteria**

The Operator in the Consortium (or the Bidder if a single entity), is required to meet the following technical qualification criteria:

S. No.	Criteria	Onland	Shallow Water/ Deep Water/ Ultra Deep Water	CBM
1	Minimum Operatorship Experience (Experience of Operatorship in oil and gas exploration and / or development and / or production in the preceding 10 (ten) years) from the date of launch of NIO	1 (one) year experience is mandatory	1 (one) year experience is mandatory	1 (one) year experience is mandatory
2	Acreage Holding (sq. km.): (for Onland, Shallow Water, Deep Water/ Ultra-Deep Water and CBM) in preceding 10 (ten) years from the date of launch of NIO	Positive Optional if Point No. 3 is fulfilled		
3	Average Annual production for any previous 5 (five) years: (for Onland, Shallow Water, Deep Water/ Ultra-Deep Water) in preceding 10 (ten) years from the date of launch of NIO	Positive Optional if Point No. 2 is fulfilled		

Note-

- A. **“Operatorship Experience”** means experience of the party, appointed in accordance with laws of the respective country(ies), to conduct and execute exploration and/or development and/or production operations.
- B. Operatorship Experience in respective category of block is required for which bidder is applying, subject to:

- a. Operatorship Experience in Shallow Water/Deep Water/Ultra Deep Water block would be recognized as relevant for all type of blocks.
 - b. Operatorship Experience in Onland block would be recognized as relevant for Onland and Shallow Water blocks.
 - c. Operatorship Experience in Coal Bed Methane (“CBM”) block would be recognized as relevant for Onland blocks.
- C. Acreage Holding means those areas where the designated Operator holds lease/license /permit etc., for exploration and/or development and/or production operations in accordance with the laws of respective country(ies).
- D. EoI Originator/Bidder shall be required to furnish relevant documentary evidence in regard to all requisite technical qualification criteria.

(xvi) Financial Qualification Criteria

Bidder (individually or in consortium) has to meet following Net Worth criteria. Each member of a Consortium has to independently meet the Net Worth criteria in proportion to their Participating Interest (“PI”).

S. No.	Type of Block	Requisite Net Worth for one sector (in million USD)	Net Worth for additional sectors (in million USD/ sector)
1	Onland	5	1
2	Shallow Water	20	2
3	Deep Water	60	2.5
4	Ultra Deep Water	90	3
5	CBM	2.5	0.5

1. Minimum Net Worth will be that of one sector irrespective of the area sought (if less than one sector of 10’ x 10’). Further, for the purpose of calculation of Net Worth, areas less than complete 1’x1’ grid will be treated as one 1’x1’ grid.
2. For additional area (in addition to one sector) Net Worth for area less than 10’x10’ sector will be computed on pro rata basis (in multiples of 1’x1’).

Post qualification, Net Worth of the constituents of the bidder will be reassessed in proportion to their Participating Interest at the time of bid opening and final allocation of the Blocks. At this stage, Net Worth of the bidder should be equal to or more than the higher of:

- Estimated expenditure for the Committed Work Programme; or
- LD equivalent value of the Committed Work Programme.

The Net Worth of the Bidder can be topped-up by a supporting Bank Guarantee in lieu of Net Worth, which can be utilized against any shortfall in Net Worth as required above. The Bank Guarantee shall be submitted at the time of bidding in favour of the Government from a Scheduled Commercial Bank in the format as per **Annexure IV** valid for a period of twelve (12) months from the date of issuance. Date of issuance shall not be earlier than thirty (30) days from the date of submission of Bid.

In case of extension in the bid closing date/contract signing date (for winning bidders) beyond the validity of Bank Guarantee, DGH may seek the validity extension of the Bank Guarantee for a period of six (6) months or such other longer period (not more than twelve (12) months) as required by Government. If a bidder fails to submit the extended Bank Guarantee prior to Bid Closing Date/ thirty (30) days before the expiry date of the Bank Guarantee, Net Worth shall be considered without the value of the Bank Guarantee and if validity is not extended prior to signing date, the Bank Guarantee shall be encashed, and the amount forfeited on failure to submit Performance Bank Guarantee when due.

The BG in lieu of Net Worth will be released upon submission of the BG against LD as per Article 27 of the MRSC, failing which it would be encashed and forfeited.

Any bid failing to meet the above Financial Qualification Criteria would not be evaluated further.

Note: For conversion of the Balance Sheet to United States Dollar from other currencies, the currency exchange rate prevailing as on the date of the Balance Sheet or if not available, the latest currency exchange rate prevailing prior to the date of balance sheet shall be used. The bidder may provide in its bid, such document showing RBI/FBIL/RBI authorized agency reference rate of exchange.

(xvii) **Basic Data Package from NDR**

Basic Data Package consists of selected 2D lines, wells & well report from the available data in the block and will be available without any cost for investors registered over e-bidding portal. The list of basic data is provided in Annexure-VI.

DGH shall provide a list of all data for the relevant blocks separately through the NDR and the pricing of each line item as per the data pricing policy. Bidders can purchase additional data as per their requirement.

5. Bid Rejection Criteria

The following shall lead to a rejection of the bid:

- (i) Any bid which does not conform to any of the requirements of Technical and Financial Qualification Criteria shall be rejected.
- (ii) Any bid which is without documentary proof of payment of Tender Fees for the block to be bid shall be rejected.
- (iii) [Deleted]
- (iv) Any bid not accompanied by a Bid Bond (in the form of a Bank Guarantee from a Scheduled Commercial Bank) of adequate value and specified validity period.
- (v) Any bid which is not submitted in the format as prescribed in "FORMAT FOR SUBMISSION OF BIDS" as per requirement of the e-Bidding portal, incorporating all the information/details listed therein including Bid Bond, in prescribed format with requisite value and validity, as per clause 8(v), is liable to be rejected.
- (vi) Any bid which is submitted with any assumptions / deviations which are inconsistent or not complying with the terms listed in the NIO/MRSC is liable to be rejected.
- (vii) Any bid which is not accompanied by the Annual Report incorporating the Audited Annual Accounts along with a certificate of Net Worth as described in clause 4 (ix) above is liable to be rejected.
- (viii) Any bid that does not meet the Net Worth requirement at bid evaluation stage (subject to fulfilling the minimum Net Worth at the Qualification stage without any Bank Guarantee) unless the deficit is secured through required Bank Guarantee against deficit Net Worth vis a vis value of Work Programme/LD shall not be considered for further evaluation.
- (ix) If the hardcopy of the required mandatory submissions is not received by the bid closing date.

The Government at its sole discretion reserves the right to accept or reject any or all of the bids received without assigning of any reason whatsoever. The Government may seek such clarifications/ additional documents as it deems fit for the purpose of evaluation of bids prior to final decision.

6. Bid Evaluation Criteria (BEC)

Criteria to evaluate bids shall be specific to Category of Sedimentary Basins. Thus, bids will be evaluated based on the following criteria:

6.1 Bid Evaluation Criteria for Blocks falling in Category I Basin (S. No.'s 1-3 & 9 from table under Chapter 10):

S. No.	Activity/Parameter	Marks	
1. Technical (Marks 65)			
1.1	2D Seismic surveys (API) in LKM	13	Bidders quoting highest Weighted Seismic Programme will be assigned 13 marks and others will be assigned marks proportionately. Weighted Seismic Programme will be calculated by considering 2D and 3D seismic in following weightage: <u>For Onland-</u> 2D-12.5% weightage & 3D-87.5% weightage <u>For Offshore-</u> 2D-25% weightage & 3D-75% weightage
1.2	3D Seismic surveys (API) in SKM		
1.3	Number of Exploratory Wells	52	Bidder quoting highest number of Exploratory Wells will be assigned maximum marks and others will be assigned marks proportionately
2	Originator Incentive	5	Awarded to the Originator only
	Sub Total	70 (Seventy)	
3	Revenue Sharing	30	Bidder with highest average Net Present Value (NPV) of Revenue Share offered to GoI computed as per provisions of MRSC gets maximum marks and others on pro-rata basis.
	Total Marks	100 (Hundred)	

6.2 Bid Evaluation Criteria for Blocks falling in Category II & III Basin (S. No. 4-8 & 10 from table under Chapter 10):

Category – II & III Basins			
S. No.	Activity/Parameter	Marks	
1. Technical (Marks 90)			
1.1	2D Seismic surveys (API) in LKM	90	Bidders quoting highest weighted Seismic Programme will be assigned 90 marks and others will be assigned marks proportionately. Weighted Seismic Programme will be calculated by considering 2D and 3D seismic in following weightage: <u>For Onland-</u> 2D-12.5% weightage & 3D-87.5% weightage <u>For Offshore-</u> 2D-25% weightage & 3D-75% weightage
1.2	3D Seismic surveys (API) in SKM		
	Sub Total	90 (Ninety)	
2	Originator Incentive	10	Awarded to the Originator only
	Total	100 (Hundred)	

Note:

I. Blocks falling in Category-I and Category-II & III Basins:

- Contractor has to specify 'Target Depth' (meters) of wells to be drilled based on the due diligence. The Target Depth of Well(s) to be drilled in each of the respective blocks falling only in Category-I basins will be as per Details of Blocks on Offer (Chapter 10) as per this NIO.
- Bidder can quote 2D seismic (API) maximum up to the ten (10) times the total area of respective Block. Bidder can quote 3D seismic (API) maximum upto the total area of respective Block.
- It is mandatory for the Bidders to submit the time spread for performing Seismic Survey (relevant for blocks in all basin Categories) and completion of committed number of Exploratory Well(s) (relevant for blocks in Category I basins). However, it will be non-biddable.

6.3 Originator Incentive for all types of blocks

For blocks falling in Category-I basins, the Originator for the respective block will be assigned five (5) marks, out of technical marks and other bidders will get Nil marks. For

blocks falling in Category-II and Category-III basins, the Originator participating in the bidding process will be assigned 10 (ten) marks during the bid evaluation and other bidders will get Nil marks.

Originator(s) will be allowed to change the member(s) in consortium and their Participating Interest subject to Article 26 of MRSC, before the bid submission closing date, and such reconstitution of consortium will not impact the benefit of the Originator incentive. However, Operatorship as submitted in EOI cannot be changed till the signing of the Contract. Such consortium, without any change in Operatorship, is liable to submit the bid for the applicable block.

No bidder shall get marks for Originator Incentive where blocks are carved out by Government.

6.4 Revenue Share for blocks falling in Category-I Basins

The Revenue Share offered to the Government by the bidder at the LRP and at the HRP (Quote at HRP cannot exceed 50%) will be considered for evaluation.

The Net Present Value (“NPV”) of Revenue Share offered to the GoI by applying 10% (ten percent) per annum discount rate will be computed under 4 (four) scenarios taking into account 4 (four) notional revenue profiles. A simple average of the 4 (four) values of NPV of the Government share so arrived under the 4 (four) scenarios will be used for evaluation.

The Revenue Share offered to GoI shall be computed as per the provisions of Chapter 3 (Biddable Terms) of NIO and its Average NPV will be displayed to the bidder at the time of bidding in e-Bidding portal. An illustrative NPV calculator is being provided to the bidders in e-Bidding portal to assist in their quote (however, the NPV computed in the ebidding portal shall be used for bid evaluation.)

The bid with the highest Average NPV will be given the maximum marks and other bids will get points proportionately.



7. Availability of Information

The NIO with details of the blocks on offer, their geographical location on a map of India, the terms and conditions, bid format, price list and a copy of the MRSC will be made available free of cost to the bidders.

The details of each block shall also be hosted in the e-bidding portal. (ebidding.dghindia.gov.in)

Copies of these documents may also be viewed at website of Ministry of Petroleum & Natural Gas <http://www.petroroleum.nic.in> and at website of DGH <http://www.dghindia.gov.in>

Resource Reassessment Report for different Sedimentary Basins of India is available for purchase in NDR. Basic Data Package listed in Annexure-VI, will be available without any cost for investors registered over e-bidding portal. The additional digital data set comprising seismic data, navigation data and well log data, special reports like Well Completion Reports, etc., wherever available can be purchased on NDR (<http://www.ndrdgh.gov.in/>) as per their data and pricing policy.

Physical Data Room services would also be made available at DGH Office, Noida, India where bidders can access the data related to the blocks as well as carry out basic interpretation by paying the applicable fees for the same to DGH.

Companies interested in inspection of data, purchase of data and for any further details in this regard may contact:

Directorate General of Hydrocarbons (Under Ministry of Petroleum & Natural Gas)

OIDB Bhawan, Plot No-2, Sector-73, Noida-201301, Uttar Pradesh, India

Phone: +91120-2472000, Fax: +91120-2472049,

E-mail: ebiddinghelp@dghindia.gov.in

Website: <http://www.dghindia.gov.in>

Bid Submission Date

Bids shall be submitted online through e-Bidding portal (ebidding.dghindia.gov.in) not later than 12:00 hrs. IST on All documents as mentioned at the e-bidding portal that require mandatory physical submission are to be submitted in duplicate in sealed envelopes, super-scribed “**Confidential Bid Documents under Open Acreage Licensing Policy for the Block (s)**” for each consortium, not later than 12:00hrs IST, (the Bid closing date) at DGH address mentioned above. Non receipt of physical submissions shall lead to rejection of bids. **Please also affix printouts with bar-code from e-Bidding portal on the envelopes of physical bids.**

The qualification submissions of the bids shall be opened online at 13.30 hrs IST on the same day. Government shall have the right to extend the bid submission date. Any change in the indicated schedule shall be communicated subsequently.

Note:

For ease of doing business, the physical submission of hard copy of bid documents (as per NIO) at DGH office shall not be mandatory and the same can be submitted as scanned copies via electronic mode by uploading of the same on the e-bidding portal and shall be considered sufficient compliance with NIO terms and conditions. However, Bid Bond / Bank Guarantee (BG) is required to be submitted in hard copy, which shall be submitted through courier / by hand within 7 days of bid submission

8. Other Terms and Conditions

(i) Type of Contract and Participating Interest:

The contract shall be in the form of the Revenue Sharing Contract in accordance with the published Model Revenue Sharing Contract (MRSC). Each of the companies participating in a consortium must have a minimum PI of 10% (ten percent) and the percentage participating share of each of the companies in the consortium should be specified in the bid. Government reserves the right that, it may, at its sole discretion carry out amendments to the terms and conditions of the MRSC, before signing, to address specific contractual issues that may require such amendments.

(ii) Parties to the Contract:

The parties to the contract shall be the Government and the successful Bidder or in case of a consortium, the members of the consortium. The MRSC may be referred for the detailed terms and conditions of the contract. One of the parties or two parties, in case of Joint Operators can be together nominated as Operator, provided in such case one of the Operators shall fulfill requisite criteria to be an Operator.

(iii) Participation by Companies:

Bidding is allowed only by incorporated companies, sole or in consortium. Bidding companies will have to:

- a) Provide Audited Financial Statements and Certificate of Net Worth from its **Statutory Auditors** in accordance with the bid format to prove its financial capability.
- b) Submit Bid Bond and Bank Guarantee in lieu of Net Worth (if required) at the rate specified in clause 8(v) below.
- c) Provide satisfactory proof of **technical capability and operatorship experience** of the proposed Operator in accordance with the bid format.

(iv) Tender Fee:

Bidders will have to submit a non-refundable tender fee of INR 5,00,000 (Five Lakhs) (excluding taxes) ("**Tender Fee**") through DGH payment gateway at the bidding stage. Tender Fee will not be payable by the Originator of the Block.

(v) Bid Bond in the form of Bank Guarantee:

Bidders will have to submit a Bid Bond of the value as specified under Chapter 10 (Details of Block (s) on Offer under HELP) for each block computed in accordance with Procedure for Operationalization of Open Acreage Licensing Policy. Bid Bond shall be in the format as provided in **Annexure III** from a Scheduled Commercial Bank valid for a period of 12 (twelve) months.

Only the Originator will not be required to submit the Bid Bond. Participation Bond submitted along with the EoI would be valid at this stage and considered as the Bid Bond with the same terms and conditions.

If the Contract is not signed by the winning Bidder within 90 (ninety) days after the award of the block, the Bid Bond/Participation Bond of the successful bidder will be encashed and forfeited.

In case the Contract signing date falls beyond the validity of Bid Bond/Participation Bond, DGH may seek the validity extension of the Bank Guarantee of successful Bidder for a period of six (6) months or such other longer period (not more than twelve (12) months) as required by GoI. If a Bidder fails to submit the extended Bank Guarantee thirty (30) days before its expiry date, the Bank Guarantee will be encashed and forfeited as mentioned in preceding para above.

Bid Bond and BG in lieu of Net Worth submitted with unsuccessful bids will be released after the signing of the contracts with successful bidders.

(vi) Liquidated Damages (LD):

The following LD shall be levied in case of unfinished Committed Work Programme during the Exploration Period as per Article 5.4 of MRSC.

In US \$				
Activity/Type of Block	Onland	Shallow Water	Deep Water	Ultra Deep Water
Per well	1,000,000	3,000,000	10,000,000	12,000,000
Per sq.km. of 3D Seismic	5,000	1,500	1,500	1,500
Per line km. of 2D Seismic	2,500	1,000	1,000	1,000

Note-

The LD shall be paid by the Contractor to the Government within thirty (30) days of the receipt of its demand from the Government. In the event of any failure to pay LD value within the due date, the Contractor shall pay interest compounded on daily basis for the entire period of delay at applicable LIBOR plus two percent (2%) points.

(vii) Bank Guarantee towards Work Programme:

As provided in the Article 27 of MRSC, the BG shall be applicable for the Committed Work Programme and Mandatory Well(s), and wells committed for retaining area otherwise meant for relinquishment (Category-II/III basin blocks). BG against the LD shall be an amount equal to the LD computed by applying the rates specified in the table 8(vi) above.

(viii) Exploration Period:

Exploration Period for blocks in Category-I basins and blocks in Category-II/III basins, shall be as per details provided in MRSC Article 3.

(ix) Relinquishment:

For the purpose of this contract, any relinquishment in the Contract Area shall be in integer multiples of 1'x 1' grid as specified in the National Data Repository (NDR).

However, in case the Original Contract area comprised of partial 1'x1' grids, areas under such partial grids can be relinquished along with any other relinquishment.

Detailed timelines and relinquishment provisions as mentioned in the MRSC shall prevail.

(x) Exploration, Development and Production Period:

- a) The Contractor will be required to bid the Work Programme for the block and commit to carry out the Committed Work Programme within the timelines as mentioned above in Article 3 of the MRSC.
- b) The Development and Production Period for the offered blocks would be a maximum of 20 (twenty) years from the grant of Mining Lease ("ML") or till economic life of the field as per submitted development plan, unless the Contract is terminated earlier in accordance with its terms, but may be extended upon mutual agreement between the parties for a further period of 10 (ten) years or such other shorter period as mutually agreed based on the estimated remaining economic life of the Block. Extension of lease period shall be determined as per MRSC.

(xi) Revenue Share:

a) Category-I Basins:

The Revenue Share offered to the Government by the bidder will be considered for bid evaluation purpose by applying the methodology specified in this document. Revenue Share to the Government of India will be computed as per the provisions of Article 15 of MRSC.

b) Category II and III Basins:

There will be no Revenue Share bid required at the time of bidding. However, Revenue shall be shared with Government as per the provisions of MRSC when "**Windfall Gain**" accrues to the Contractor.

A "**Windfall Gain**" accrues to the Contractor when Revenue (as defined in MRSC) from the contract area exceeds USD 2.5 billion in a "Financial Year".

In such case following slab shall be applicable

S. No.	Revenue in a Financial Year	Revenue Share to the Government
i	Up to USD 2.5 billion	Nil
ii	More than USD 2.5 billion but less than or equal to USD 5 billion	10% of revenue exceeding USD 2.5 billion

iii	More than USD 5 billion but less than or equal to USD 10 billion	Revenue Share from (ii) above and 30% of revenue exceeding USD 5 billion
iv	More than USD 10 billion	Revenue from (ii) and (iii) above and 50% of revenue exceeding USD 10 billion

Revenue Share to the Government shall be payable from the month in which “Windfall Gain” accrues to the Contractor i.e. when year to date Revenue crosses the threshold limit of USD 2.5 billion.

“Financial Year” for the purpose of this clause shall be as per the definition in MRSC.

(xii) Valuation:

For valuation of crude, condensate and natural gas, refer to Article 19 of the MRSC.

(xiii) Domestic Supply:

The Contractor shall be required to sell 100% (one hundred percent) of Petroleum from the Contract Area in the domestic market.

(xiv) Petroleum Pricing:

The Contractor will be free to sell the Petroleum, as specified in Article 17 of MRSC, through a transparent bidding process on an Arm’s Length Sales Basis. Discovery of prices will be on the basis of transparent and competitive bidding. No export will be allowed. There will be no allocation by the Government.

(xv) Assignment:

Assignments as provided under Article 26 of the MRSC are permitted with prior approval of the Government. Approvals for requests for assignment would not be unreasonably withheld, subject to suitable guarantees as may be required, depending on the nature of the assignment. The Government shall respond on an assignment application within one hundred and twenty (120) days from the receipt of application, failing which application shall be deemed to have been approved.

(xvi) Management Committee:

A Management Committee (“MC”) will be constituted, as per Article 6 of the MRSC, with representatives from the Government and the Contractor. The Government shall nominate two (2) members representing the Government in the MC, whereas each company constituting the Contractor shall nominate one (1) member each to represent the company in the MC or two (2) representatives in case the Contractor is a single party. The DGH will act as the secretariat to the MC.

(xvii) Royalty:

The following Royalty rates will be applicable vide notification S.O. 367 (E) dated 14th January, 2019:

Type of Block	Duration	Royalty rates (Oil)	Royalty rates (Gas & CBM)
Onland	-	12.5% (twelve point five percent)	10% (ten percent)
Shallow Water	-	7.5% (seven point five percent)	7.5% (seven point five percent)
Deep Water	First 7 (seven) years	No royalty	No royalty
	After 7 (seven) years	5% (five percent)	5% (five percent)
Ultra Deep Water	First 7 (seven) years	No royalty	No royalty
	After 7 (seven) years	2% (two percent)	2% (two percent)

(xviii) Concessional Royalty Rates:

Concessional Royalty Rates will be applicable if Commercial Production is commenced within four (4) years for Onland and Shallow Water blocks, and five (5) years for Deep Water and Ultra Deep Water Blocks from the Commencement Date of the Contract. Basin category wise Concessional Royalty Rates will be as under (vide notification S.O.1597(E) dated 11th April, 2019):

Crude Oil-

Basin Category	Onland	Shallow Water	Deep Water		Ultra Deep Water	
			First 7 Years	After 7 Years	First 7 Years	After 7 Years
	Throughout	Throughout				
Category-I Basins	11.25%	6.75%	Nil	4.5 %	Nil	1.8 %
Category-II Basins	10%	6%	Nil	4.0 %	Nil	1.6 %
Category-III Basins	8.75%	5.25%	Nil	3.5 %	Nil	1.4 %

Natural Gas/CBM-

Basin Category	Onland	Shallow Water	Deep Water		Ultra Deep Water	
			First 7 Years	After 7 Years	First 7 Years	After 7 Years
	Throughout	Throughout				
Category-I Basins	9%	6.75%	Nil	4.5 %	Nil	1.8 %
Category-II Basins	8%	6 %	Nil	4.0 %	Nil	1.6 %
Category-III Basins	7%	5.25%	Nil	3.5 %	Nil	1.4 %

(xix) Oil Cess:

Oil Cess (as per the OID Act) is not applicable.

(xx) Customs Duty and GST:

Customs duty will be exempted on import of specific goods and services for Petroleum Operations as per extant applicable rules in this regard.

All rates/payments are exclusive of Goods and Services Tax (GST) which shall be payable as per applicable rules in this regard.

Bidders are required to verify on their own the applicable taxes and duties on their proposed activities and not make any claim on the Government of India arising from any change in rates/rules etc. that may happen from time to time.

(xxi) Income Taxes:

Income tax for the Contract Area will be governed by the Income Tax Act, 1961 as amended from time to time or substituted, as the case may be. Government of India shall not be liable for any change in Income Tax rates or rules framed there under. Bidders are required to verify the applicable Income Tax on their proposed activities.

(xxii) Data:

All data gathered during the course of operation under this contract shall be the property of the Government of India and required to be submitted to the NDR as per applicable Data Policy in this regard.

(xxiii) Local Preference:

The company shall give preference to the use of Indian goods and services subject to quality, schedule, availability and competitive pricing.

(xxiv) Employment & Training:

The company shall give preference to the employment of qualified Indian nationals and shall undertake appropriate training programs.

(xxv) Applicability of Laws:

Contract shall be governed by the applicable Indian laws as defined in respective MRSC.

(xxvi) Arbitration and Dispute Resolution:

All disputes, differences or disagreements shall be submitted to a Committee of External Eminent persons/Experts notified by the Government of India for amicable resolution of disputes through mediation or conciliation and parties agree not to initiate arbitration proceedings during and in respect of the proceedings held before the Committee.

In case the disputes, differences or disagreement is not resolved, the parties may refer the matter to arbitration. Arbitration proceedings and procedures shall be as per the Indian law in this regard and will be held in India.

Provisions in detail are given in Article 31 of MRSC.



(xxvii) General:

English language shall be the language of the Contract.

(xxviii) Right to accept Bids:

The Government reserves the right to accept or reject any or all the bids at its sole discretion without offering any explanation for its decision. It may refer a bid or all bids for necessary clearance from Indian security agencies at it deems and its decision with respect to its security policy shall be final and binding on all bidders.

(xxix) Tie Breaking

In the case of a tie between two/or more bidders having same marks and thus ranked H-1 in the block, a tie break may be considered as follows:

Blocks falling in Category-I Basins-

- a) Case 1: When total marks comprising technical and fiscal are equal and one of the bidder is Originator

Tie Break: The Originator of the Block shall be given preference for award.

- b) Case 2: When total marks comprising Technical and Fiscal are equal and no one is Originator

Tie Break: Bidder having higher Technical marks will be given preference. In case of equal Technical marks, higher Fiscal marks will be given preference.

- c) Case 3: If both Technical and Fiscal marks are separately equal and no one is the Originator

Tie Break: winner would be decided by a drawing of lots.

Blocks falling in Category-II & III Basins-

- a) Case 1: When total marks of the parties are equal and one of the bidder is Originator

Tie Break: The Originator of the Block shall be given preference for award.

- b) Case 2: When total marks of the parties are equal and no one is Originator

Tie Break will be based on the following preferential sequence:

- i. Higher 3D quantum
- ii. Higher 2D quantum
- iii. Higher of Net worth
- iv. Winner would be decided by a drawing of lots.

(xxx) Right to ask clarifications on the Bids:

The Government, at its sole discretion, may ask any clarification(s) from the bidding companies in order to evaluate the bids. Unsatisfactory explanations may lead to rejection of the bids. Any unexplained inconsistency between written and electronic documents may lead to rejection of bid.

(xxxii) Consequence of furnishing false/misleading information/data:

At any stage during and after evaluation of the bids, if any information or data is found to be false or misleading or the bidder has suppressed any material fact which formed part of bid evaluation, the bid shall be liable to be rejected, and in case of award of block or execution of the contract, the award shall be withdrawn or the contract shall be liable for cancellation.

(xxxii) The words and phrases not defined in this document shall have the same meaning as defined in the Model Revenue Sharing Contract.



9. Location Map of Blocks on offer: OALP Bid Round -

BLOCKS ON OFFER UNDER HELP,
OPEN ACREAGE LICENSING PROGRAMME BID ROUND –.....



MAP OF BLOCKS ON OFFER UNDER HELP (OALP Bid Round-...)

10. DETAILS OF THE BLOCKS ON OFFER UNDER HELP OPEN ACREAGE LICENSING POLICY BID ROUND-.....

S. No.	BASIN NAME	BASIN CATEGORY	BLOCK NAME	MAP REF. No.	APPROX. ADMISSIBLE AREA (Sq. Km.)	TARGET DEPTH FOR WELLS TO BE DRILLED (m)*	MINIMUM NET WORTH REQUIREMENT (MMUSD)	REQUISITE BID BOND (USD)
ONLAND BLOCKS								
SHALLOW WATER BLOCK								
DEEP WATER BLOCK								
ULTRA DEEP WATER BLOCK								

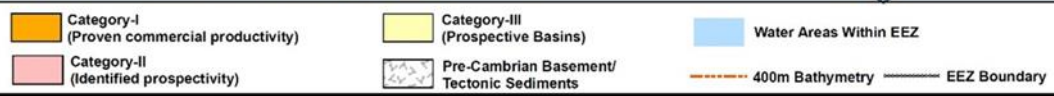
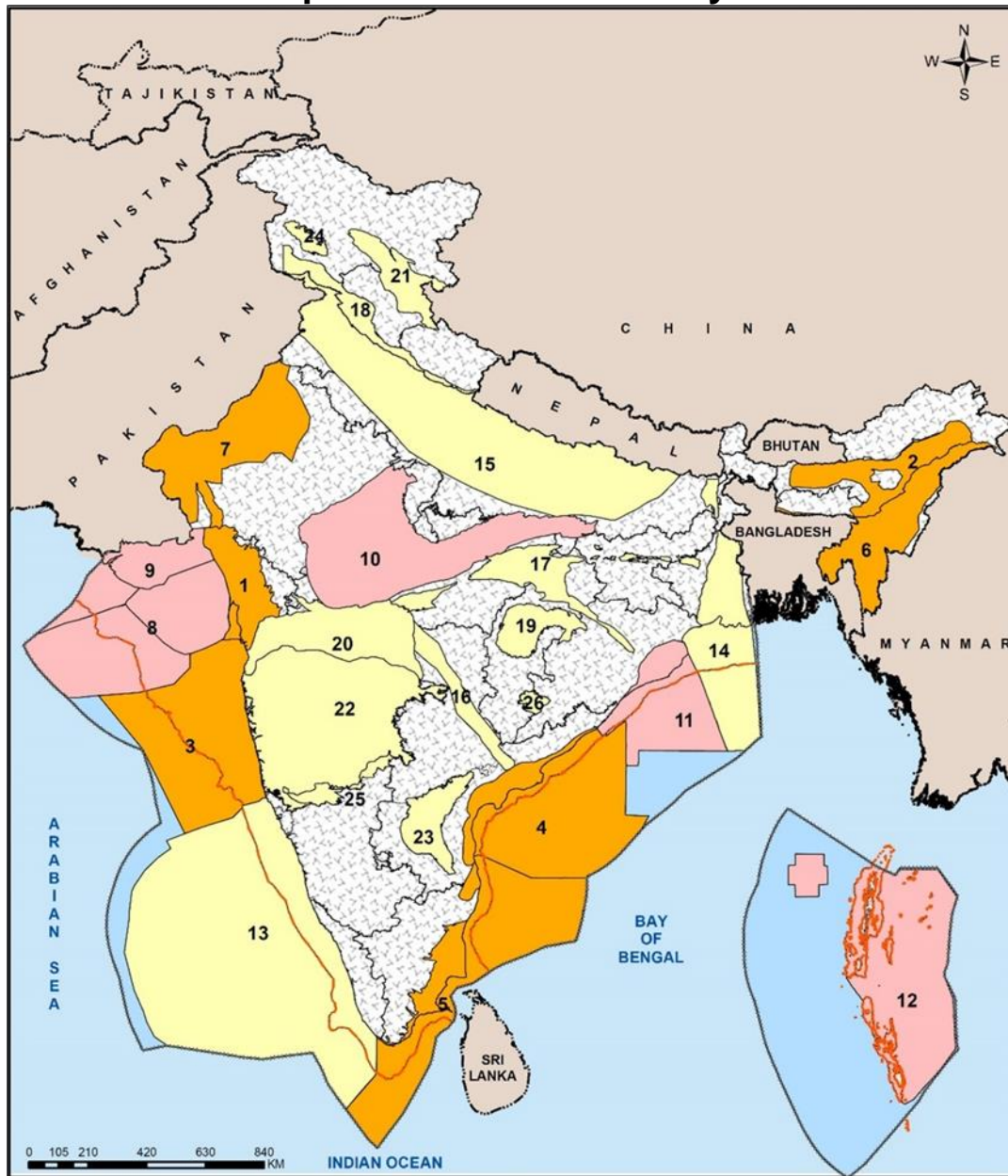
*For Offshore areas Target Depth is TVD from Seabed,
& For Onland areas Target Depth is TVD from MSL.

(Disclaimer): *In case of any deviation between the publication of the NIO and final contract signing that makes any area out of bounds for E&P operations/bidding under this NIO due to any reason, as decided by the Government, the Government may modify the area in the map (provided that if such modification is for more than 50% of the area proposed in the NIO any bidder may withdraw its bid and its Bid Bond shall be refunded).*



सत्यमेव जयते

11. Map of Indian Sedimentary Basins



Category – I Basins		Category – II Basins		Category – III Basins	
1	Cambay	8	Saurashtra	13	Kerala – Konkan
2	Assam - Shelf	9	Kutch	14	Bengal – Purnea
3	Mumbai Offshore	10	Vindhyan	15	Ganga – Punjab
4	Krishna - Godavari	11	Mahanadi	16	Pranhita – Godavari
5	Cauvery	12	Andman - Nicobar	17	Satpura – South Rewa - Damodar
6	Assam – Arakan Fold Belt			18	Himalayan – Foreland
7	Rajasthan			19	Chhattisgarh
				20	Narmada
				21	Spiti – Zaskar
				22	Deccan Syncline
				23	Cuddapah
				24	Karewa
				25	Bhima – Kaladgi
				26	Bastar

12. Area of Indian Sedimentary Basins

S. NO.	BASIN	Basinal Area (Sq. Km.)			
		Onland	Shallow Water	Deep Water	Total
CATEGORY-I (PROVEN COMMERCIAL PRODUCTIVITY)					
1	CAMBAY	48882	4618	-	53500
2	ASSAM SHELF	56000	-	-	56000
3	MUMBAI OFFSHORE	-	118389	93611	212000
4	KRISHNA GODAVARI	31456	25649	172895	230000
5	CAUVERY	37825	43723	158452	240000
6	ASSAM-ARAKAN FOLD BELT	80825	-	-	80825
7	RAJASTHAN	126000	-	-	126000
SUB TOTAL		380988	192379	424958	998325
CATEGORY-II (IDENTIFIED PROSPECTIVITY)					
8	SAURASHTRA	75076	42617	76421	194114
9	KUTCH	30754	20500	7300	58554
10	VINDHYAN	202888	-	-	202888
11	MAHANADI	15500	14211	69789	99500
12	ANDAMAN	-	18074	207844	225918
SUB TOTAL		324218	95402	361354	780974
CATEGORY-III (PROSPECTIVE BASINS)					
13	KERALA KONKAN	-	90380	489620	580000
14	BENGAL-PURNEA	42414	33465	46035	121914
15	GANGA PUNJAB	304000	-	-	304000
16	PRANHITA GODAVARI	30000	-	-	30000
17	SATPURA, SOUTH REWA & DAMODAR	57180	-	-	57180
18	HIMALAYAN FORELAND	30110	-	-	30110
19	CHHATTISGARH	32000	-	-	32000
20	NARMADA	95215	-	-	95215
21	SPITI ZANSKAR	32000	-	-	32000
22	DECCAN SYNECLISE	237500	-	-	237500
23	CUDDAPAH	40100	-	-	40100
24	KAREWA	6671	-	-	6671
25	BHIMA & KALADGI	14100	-	-	14100
26	BASTAR	5360	-	-	5360
SUB TOTAL		926650	123845	535655	1586150
TOTAL		1631856	411626	1321967	3365449

Note:

- Categorization based on the prospectivity of the basin as notified by the Government
- Area based on Hydrocarbons Resource Reassessment-2017

13. Geology of Sedimentary Basins of Offered Blocks

Annexure I- Format for Submission of Bids for the Offered Oil & Gas Blocks

Bids have to be submitted online in the E-Bidding portal specified: (ebidding.dghindia.gov.in), where detailed instructions would be provided with respect to submission of bids. Bidders are required to fulfill all information requirement specified therein and clearly follow the instructions. In case of any inconsistency the bidders are required to provide all the information requested for under this format as well as the ebidding format.

Hard copies of the documents have to be submitted by the bid closing date and time, failing which bids would be rejected.

Please read this bid format along with the contract terms in this brochure, Bid Evaluation Criteria (BEC) provided in the NIO as well as the MRSC while formulating bid proposal. Bid not complying with the terms and conditions of the NIO and MRSC or providing incomplete information may be liable for rejection without giving any opportunity to the bidding company. The bidder is expected to provide the required information in as much detail as possible so as to facilitate evaluation of the bid by the Government. No proposal from the bidder for change in any of the bid terms shall be entertained after submission of the bids. Any assumptions/deviations in a bid which are inconsistent with the contract terms as per NIO and MRSC may render the bid liable for rejection. The Government at its sole discretion reserves the right to accept or reject any or all of the bids received without assigning any reasons, whatsoever. The Government reserves the right to seek any clarification/additional information to enable proper evaluation of bids. The bid application for a block, in duplicate, should provide the following information in such form and detail as specified. If needed, please attach additional documentation and provide clarity to the application. In case of consortium bid, please ensure that all parties to the consortium complete the corporate/financial information outlined and submit along with the bid. Bids not submitted in this format covering all the relevant information listed above are liable to be rejected.

I. Bidder Company / Consortium

a) Composition

S. No.	Name of Company/ Companies	Proposed Percentage of Participating Interest
1		
2		
3		

b) Operatorship

S. No.	Name of the proposed Operator(s)	Proposed Percentage of Participating Interest
1		
2		

- Multiple operators allowed only when Joint Operatorship is proposed.

II. Description of the Block bid for:

Block Name	Basin Category	Map Reference No. of block as per NIO	Approx. area of the Block(sq.km.)	Geographic coordinates of the block as in NDR

III. a) Corporate Information:

This information should be provided by all bidders. In case of a bid from a consortium, each member of the consortium should provide this information.

A	The bidding company's legal name	
B	In case of consortium bid, name of the Operator	
C	Place of incorporation or registration	Place : State : Country : Postal Code :
D	Authorised representative of the company for communication on the bid	Name : Designation : Address : Tel. : Facsimile :
E	Name and address of the Chairman of its Board of Directors	
F	Name and address of the Chief Executive Officer	
G	Name and address of shareholders holding more than 10% (ten percent) of company's stock.	
H	Structure and details of the group, if any, to which the bidding company belongs including information on Affiliates/Parent Company	
I	If Parent Company's financial and performance guarantee is proposed to be furnished, then please indicate percentage shareholding of the Parent Company in the bidding company and the status of the Parent Company in the group structure	
J	Business activities of the company	
K	Name(s) and address of Parent Company(ies) (where applicable)	Name : Address : Tel. : Facsimile : E-mail :

L	The company should submit its annual report including the audited balance sheets and profit and loss statements alongwith the schedule of notes forming part of the balance sheet and a certificate (in English language) of their Net Worth certified by the company's statutory auditors for the latest completed Financial Year as per this NIO. In case of Parent Company guarantee, this information of the Parent Company should also be provided.	
M	Number of total corporate employees of the company	
N	Number of employees engaged in E&P activities	
O	Details of judgments/arbitral awards against the company or consortium members and their Parent Company(ies) or any corporate member of the group of companies to which the bidder belongs, in the past 10 (ten) years. Please mention the nature of the case	
P	Details of any anticipated material events, risks, activities or plans which will have significant impact either positively or negatively on the bidder's ability to perform its obligations in India under the contract	
Q	Has the bidder earlier worked in India? If yes, provide details	
R	Details of termination of or withdrawal from any earlier Production Sharing Contract/Revenue Sharing Contract in India by the bidding company or any member company of the bidding consortium	

III. b) Additional Corporate Information:

This information should be provided by bidders and in case of a bid from a consortium, each member of the consortium should provide this information in the given format (Annexure -II)

IV. Committed Work Programme:

S. No.	Name of Block	Type of Work	Physical Quantity (in specified units)	Estimated Expenditure (in US\$)
1		Exploratory Wells (for Category-I Basins only)	(Number of Wells)	
2		3D Seismic Survey	(Sq. km.)	
3		2D Seismic Survey	(Line kms)	
Total				

Timelines for execution of Committed Work Programme

Year	Execution of Committed Work Programme
Year 1	
Year 2	
Year 3	
Year 4 (For Deep and Ultra Deep Water blocks)	

V. Biddable Share of Government Revenue (in case of Category-I Basins):

Sharing of Revenue with the Government of India offered at various revenue levels:

Government Share of Revenue:

Name of Block	Revenue	Percentage share of Revenue offered to the Government
	Less than or equal to LRP (USD 0.05 million per day)	
	Equal to or more than HRP (USD 7 million per day)	Bid can not exceed 50%

The percentage share of Revenue offered by the bidder to the Government should be non-zero positive whole numbers, such that the percentage share of Revenue offered at the HRP is more than that offered at the LRP. Bids not fulfilling these requirements will not be accepted.

Computed value of Average NPV will be displayed to the bidders in e-Bidding portal at the time of bidding, the same value would be used for bid evaluation.

Quote for Committed Work Programme and biddable share of Government Revenue shall not to be mentioned in hard copy submission.

VI. Information of Financial Capability:

The bidder is required to have adequate Net Worth as per the financial qualifying criteria and is required to submit Annual Reports and Net Worth Certificate as described in Chapter 4 of NIO.

VII. Net Worth Calculation

The Net Worth of the bidding company/parent company shall be calculated in accordance with the method given below based on the latest completed year's Audited Annual Account and Annual Report as submitted under clause 4(ix):

Name of the Company:

S.No.	Particulars	Amount (US\$ mn)
A	Equity	
B	Other Equity	
C	Misc. Expenditure to the extent not written off	
D	NetWorth = A+B-C	

Note:

- 1) The above information should be provided for the Year for which the latest audited standalone Annual Account and Annual Reports are furnished in accordance with clause 4(ix).
- 2) Reserves created out of revaluation of assets, write-back of depreciation and amalgamation shall not be considered for Net Worth computation.
- 3) Subject to Note-1, items falling under the line item "Other Equity" appearing in financials of Company shall be considered to compute its Net-worth provided these figures are duly certified in Net Worth certificate issued by Statutory Auditor.
- 4) Equity component of Compulsorily Convertible Debts will be considered as Equity and added to arrive at Net Worth figures for the purpose of EoI and Bid evaluation if following conditions are satisfied-
 - i. Debt Instrument must be convertible Compulsorily i.e. it should not be optionally convertible or redeemable &
 - ii. Conversion ratio/formula is predefined at the time of issuance of these CCDs and is fixed in nature.
- 5) These items shall be appropriately disclosed in the above Net worth Certificate.

VIII. Priority Ranking for assessing Net Worth

Where a Consortium member/Individual Company has submitted bids for more than one block relative interest of consortium in different blocks including all Onland Blocks, Shallow Water Blocks, Deep Water Blocks and Ultra Deep Water Blocks should be indicated as follows:

Block Name(as per the NIO)	Priority Ranking
	1
	2
	.
	.
	N

Note: Priority rank for each block has to be unique. If the bidder allocates same priority rank in its bids for two or more blocks, then its bids for those blocks are liable to be rejected. Members of a consortium have to ensure that their priority is consistent with their bids in their individual capacity.

IX. Documents to be submitted along with the Bid:

- a. A Bid Bond for each of the block bid.
- b. Proof of payment of Tender Fees.
- c. Letter of presentation and commitment from the bidding company, and/or from the parent company, wherever applicable.
- d. Certificate from Statutory Auditor of the bidding company regarding the Net Worth.
- e. Documents evidencing the legal existence of the bidding company (including the Article of Association and the Memorandum of Association and Certificate of Incorporation/Registration of the Company).
- f. Documents in support of the financial and technical qualifications.
- g. Audited Annual Reports, Balance Sheets and Profit and Loss statements in English language along with the schedule of notes forming part of the balance sheet for the latest completed year.
- h. Ample and sufficient power-of-attorney granted to a legal representative/authorized representative of the company or leader of consortium.
- i. Consortium or association agreement, wherever applicable.
- j. Document whereby the parent company knows and endorses the bid and the contractual obligations of its affiliate or subsidiary, wherever applicable.
- k. BG in lieu of shortfall of Net Worth vis a vis value of Bid Work Programme, as applicable.
- l. A Board approval for delegation of authority for submission of the valid and binding bid.
- m. Notarized Solvency Declaration.

X. Production Record:

Annual production of (O+OEG) for the last 10 (ten) years in Onland Blocks (including CBM), Shallow Water Blocks, Deep Water Blocks and Ultra Deep Water Blocks.

Year	Annual production of oil (MBSL)	Annual production of solution gas (BCF)	Annual production of free gas (BCF)	Annual production of O+OEG (MMBOE)
FY[20..]				
FY[20..]				
FY[20..]				
FY[20..]				
FY[20..]				
FY[20..]				
FY[20..]				
FY[20..]				
FY[20..]				
FY[20..]				
Average				

Note: The figures should be provided for preceding ten completed financial years to the NIO launch date.



XI. Information on Technical Capability (Operatorship and Acreage Holding)

Operatorship Experience	Details
In Onland Blocks/CBM Shallow Water Blocks (up to 400 m bathymetry) Deep Water Blocks (400-1500 m bathymetry) Ultra Deep Water Blocks (beyond 1500 bathymetry)	Name of blocks and supporting documents.
Acreage Holding (PEL, ML) sq. km.	Names of blocks and sq. km.



Annexure II - Additional Corporate Information

This information should be provided by bidders and in case of a bid from a consortium, each member of the consortium should provide this information in the format given.

(i) Proposed - For individuals (Board of Directors)

S. No.	Full Name of Board of Directors	Date of Birth	Parent's Name	Complete/ Permanent Address	Nationality	Passport No. and Issue Date	Contact address & Telephone no.

(ii) For Companies/Firms

S.No	Full name of the companies and its foreign collaborator if any including details of Board of Directors as in (i) above	Date of Registration	Present and Permanent address including address of Head Office, Regional Offices and Registered Office	Link with other firm	Activities and other business owned	Name of CEO/ Partners	Shareholding pattern of Applicant/ Investing Company	Details of earlier approvals, if any, (Ref. No. & Date)	Ultimate ownership of shareholding companies and the investing company alongwith detailed particulars of owners	Presence of investing companies and shareholders in countries across the world, including collaborations with other foreign companies

Annexure III - Proforma of Bid Bond to be submitted by the Bidder

PROFORMA BANK GUARANTEE TOWARDS BID BOND (FROM A SCHEDULED COMMERCIAL BANK)

To,

The Secretary to the Government of India
Ministry of Petroleum and Natural Gas
Shastri Bhawan
Dr. Rajendra Prasad Marg,
New Delhi- 110001, India

1. Whereas Government of India (hereinafter referred to as "Government") has announced Hydrocarbon Exploration Licensing Policy ("HELP").
2. Whereas _____ [Name of Company submitting the Bid/ Name of each company submitting the Bid as a consortium] having registered office at _____ (hereinafter referred to as "Company"/"Companies", which expression unless repugnant to the context or meaning thereof include all its/their respective successors, administrators, executors and assigns), is/are desirous to submit a Bid for the block pursuant to Notice Inviting Offers (hereinafter referred to as "NIO") in relation to entering into Revenue Sharing Contract for the said block.
3. Whereas Company/Companies is/are required to submit a Bank Guarantee as per terms and conditions set out in NIO.
4. In consideration of Government having agreed to consider Bank Guarantee towards Bid Bond, in relation to entering into Revenue Sharing Contract for the block, to be submitted pursuant to NIO, by the Company/Companies, the Company/Companies has/have agreed to adhere to terms and conditions as set out in NIO for the block and to furnish to the Government a Bank Guarantee (hereinafter referred to as "Guarantee") towards its/their obligations as per NIO, hereinafter referred to as the "Obligations" for an amount of US\$ _____ equivalent to _____ Indian Rupees for performance of such Obligations.
5. We _____ (name of the Bank) registered under the Law of _____ and having its registered office at _____ (hereinafter referred to as "the Bank", which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay immediately on the first demand in writing and any/all money(s) to the extent of Indian Rupees / US\$ _____ (in figures) (Indian Rupees / US\$ _____ in words) without any demur, reservation, contest or protest and/or without any reference to the Company/Companies. Any such demand made by Government on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the Bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any court,

tribunal, arbitrator, sole expert, conciliator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by Government in writing. This Guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Company/ any or all the Companies and shall remain valid, binding and operative against the Bank.

6. The Bank also agree that Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Company/Companies and notwithstanding any security or other guarantee that Government may have in relation to the Company's/Companies' liabilities.
7. The Bank further agree that Government shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIO or to extend time of performance by the said Company/ Companies from time to time or to postpone for any time or from time to time exercise of any of the powers vested in Government against the said Company/ Companies and to forebear or enforce any of the terms and conditions of the NIO and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Company/Companies or for any forbearance, act or omission on the part of Government or any indulgence by Government to the said Company/Companies or any such matter or thing what so ever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
8. The Bank further agree that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of Obligations and all dues of Government under or by virtue of such Obligations have been fully paid and its claim satisfied or discharged or till Government discharges this Guarantee in writing, whichever is earlier.
9. This Guarantee shall not be discharged by any change in our constitution, in the constitution of Company/that of the any or all of the Companies.
10. The Bank confirms that this Guarantee has been issued with observance of appropriate laws of the country of issue.
11. The Bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian courts at**, India.
12. Notwithstanding anything contained herein above, our liabilities under this Guarantee is limited to Indian Rupees / US\$ _____ (in figures) (Indian Rupees / US\$ _____ in words) and our Guarantee shall remain in force upto _____ 20__ (‘Expiry Date’) and additional one (1) year after the Expiry Date /extended date. Any claim under this Guarantee must be received before the expiry of one (1) year from the Expiry Date or before the expiry of one (1) year from the extended date, if any. If no such claim has been received by us within one (1) year after the said Expiry Date /extended date, the Government’s right under this will cease. However, if such a claim has been received by



us within and up to one (1) year after the said Expiry Date /extended date, all the Government's rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officers has set its hand and stamp on this _____ day of _____ 20__ at _____.

The seal of _____ was hereto duly affixed by _____ this _____ day of _____ 20__ in accordance with its bye-laws and this Guarantee was duly signed by _____ and _____ as required by the said bye-laws.

Witness 1:

(Signature)

Full name and official address (in legible letters)

Date:

Witness 2:

(Signature)

Full name and official address (in legible letters)

Date:

- Bank Guarantee can be submitted in equivalent INR. For exchange rate, RBI/FBIL/RBI authorized agency published rate of same day or previous working day may be used.

** Jurisdiction of the BG shall be New Delhi or Place of issuance of BG

Annexure IV - Proforma of BG in lieu of Net Worth
PROFORMA OF BANK GUARANTEE TO BE PROVIDED BY BIDDER
FOR SHORT FALL IN NET WORTH
(FROM A SCHEDULED COMMERCIAL BANK)

To,

The Secretary to the Government of India
Ministry of Petroleum and Natural Gas
Shastri Bhawan
Dr. Rajendra Prasad Marg,
New Delhi- 110001, India

1. In consideration of Government of India (hereinafter referred to as “Government”) having agreed to consider Bank Guarantee for evaluation of Net Worth pursuant to terms and conditions of Notice Inviting Offers (“NIO”) under Hydrocarbon Exploration and Licensing Policy (HELP) for entering into a Revenue Sharing Contract (“RSC”) for the block _____, XYZ (Name of Company) having its registered office at _____ (hereinafter referred to as “Company”, which expression unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns), which is a bidder/ a constituent of the consortium of bidders, and the Government have agreed that the Company shall furnish to Government a Bank Guarantee (hereinafter referred to as “Guarantee”) towards its obligations arising out of or in relation to bid submitted under said ‘NIO’ and ‘RSC’, hereinafter referred to as “the Obligation” for an amount of US\$ _____ equivalent to Indian Rupees _____ for the performance of the Obligation.
2. We _____ (name of the Bank) registered under the Law of _____ and having its registered office at _____ (hereinafter referred to as “the Bank”, which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay immediately on the first demand in writing and any/all money(s) to the extent of Indian Rupees /US\$ _____ (in figures) (Indian Rupees /US\$ _____ in words) without any demur, reservation, contest or protest and/or without any reference to the Company. Any such demand made by Government on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the Bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any court, tribunal, arbitrator, sole expert, conciliator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by Government in writing. This Guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Company and /or any bidders of aforesaid consortium and shall remain valid, binding and operative against the Bank.



3. The Bank also agree that Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Company and notwithstanding any security or other guarantee that Government may have in relation to the Company's liabilities.
4. The Bank further agree that Government shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said 'NIO' or 'RSC' or to extend time of performance by the said Company, from time to time or to postpone for any time or from time to time exercise of any of the powers vested in Government against the said Company and to forebear or enforce any of the terms and conditions of 'NIO' or 'RSC' and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Company or for any forbearance, act or omission on the part of Government or any indulgence by Government to the said Company or any such matter or thing what so ever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agree that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the Obligation and all dues of Government under or by virtue of the Obligation have been fully paid and its claim satisfied or discharged or till Government discharges this Guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of Company or that of the any or all of the bidders of the aforesaid consortium.
7. The Bank confirms that this Guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian courts at**, India.
9. Notwithstanding anything contained herein above, our liabilities under this Guarantee is limited to Indian Rupees/US\$ _____(in figures) Indian Rupees/US\$ _____ (in words) and our Guarantee shall remain in force up to _____('Expiry Date') and additional one (1) year after the Expiry Date/extended date. Any claim under this Guarantee must be received before the expiry of one (1) year from the Expiry Date or before the expiry of one (1) year from the extended date, if any. If no such claim has been received by us within one (1) year after the said Expiry Date/extended date, the Government's right under this will cease. However, if such a claim has been received by us within and up to one (1) year after the said Expiry Date/extended date, all the Government's rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officers has set its hand and stamp on this _____ day of _____ 20__ at _____

The seal of _____ was hereto duly affixed by _____ this _____ day of _____ 20__ in accordance with its bye-laws and this Guarantee was duly signed by _____ and _____ as required by the said bye-laws.

Witness:

- Bank Guarantee can be submitted in equivalent INR. For exchange rate RBI/FBIL/RBI authorized agency published rate of same day or previous working day may be used.

** Jurisdiction of the BG shall be New Delhi or Place of issuance of BG

Annexure V

Notional Revenue Profiles (USD million/day)

Years	Case I	Case II	Case III	Case IV
1	0.9087	0.3785	0.1059	0.0530
2	1.8174	0.7571	0.2119	0.1059
3	3.4018	1.5114	0.4909	0.2454
4	4.5342	1.7760	0.5740	0.2870
5	4.5342	1.7760	0.5740	0.2870
6	4.5342	1.7760	0.5740	0.2870
7	4.5342	1.7760	0.5740	0.2870
8	4.5342	1.7760	0.5740	0.2870
9	4.5342	1.7760	0.5740	0.2870
10	4.5342	1.7760	0.5740	0.2870
11	4.0965	1.5936	0.5010	0.2505
12	3.7245	1.4386	0.4390	0.2195
13	3.4075	1.3065	0.3862	0.1931
14	3.1368	1.1938	0.3411	0.1705
15	2.9052	1.0973	0.3025	0.1512
16	2.7065	1.0145	0.2694	0.1347
17	2.2980	0.8639	0.2328	0.1164
18	1.9701	0.7423	0.2022	0.1011
19	1.7025	0.6424	0.1762	0.0881
20	1.4811	0.5593	0.1541	0.0771

- Above Revenue Profiles are net of Royalty and Taxes.
- An Illustrative Average NPV calculator, utilizing the above revenue profiles, is being provided to the bidders at e-Bidding portal to assist their quote

Annexure-VI

Tender Fee, Price of Data and data viewing charges for OALP Bid Round-.....

- Bidders will have to submit a non-refundable tender fee of INR 5,00,000 (Five Lakhs) (excluding taxes) to be paid online to the DGH at the bidding stage.
- Bidders can purchase/buy additional data at NDR published rates. These fees would be payable through NDR portal.

DATA VIEWING FACILITY

Physical data rooms with interpretation facility for Block on offer will be available at NDR, DGH, Noida. Data viewing facilities at other locations will be notified at DGH website.

The charges for data rooms per day per workstation: The charges for data rooms shall be as per National Data Repository Policy. To get more details please visit <http://ndrdgh.gov.in/>. The Indian companies will make the payment in equivalent INR at RBI/FBIL/RBI authorized agency reference rate prevailing working day of date of payment.

The data viewing would be as per the following conditions: -

- A maximum of upto only 4 technical persons are permitted in Data Viewing Room at one time.
- Copying, photocopying or downloading is not allowed. Only notes can be taken.
- Bags, Briefcases etc. are not permitted in Data Viewing Room. Only pens/pencils, Laptop and paper notebooks are permitted.
- Field Information Dockets, Basin Information dockets and Data Packages will be put up for viewing in the data rooms.
- Only authorized representatives of a company/consortium can view the data. Independent consultants are not permitted.
- Data viewing will be with prior appointment on first come first serve basis.
- Company/ consortium can view selected data online on web only on authorization by DGH, for further details, visit the DGH website: www.dghindia.gov.in

ANNEXURE-VII

Category-wise list of 26 Sedimentary Basins of India vide Government resolution no. O-12015(11)/1/2019-ONG-II

Category I

1. Krishna -Godavari Basin
2. Mumbai Offshore Basin
3. Assam Shelf Basin
4. Rajasthan Basin
5. Cauvery Basin
6. Assam-Arakan Fold Belt Basin
7. Cambay Basin

Category II

1. Saurashtra Basin
2. Kutch Basin
3. Vindhyan Basin
4. Mahanadi Basin
5. Andaman-Nicobar Basin

Category III

1. Kerala -Konkan Basin
2. Bengal-Purnea Basin
3. Ganga-Punjab Basin
4. Pranhita-Godavari Basin
5. Satpura-South Rewa-Damodar Basin
6. Himalayan Foreland Basin
7. Chhattisgarh Basin
8. Narmada Basin
9. Spiti -Zaskar Basin
10. Deccan Syneclise Basin
11. Cuddapah Basin
12. Karewa Basin
13. Bhima -Kaladgi Basin
14. Bastar Basin