

S.No	RFQ/G SA	Relevant RFQ/GSPA Section	Query	Replies
1	RFP	Biddable parameters: Gas Price (in USD/MMBTU rounded off to 2 decimals) shall be the higher of: (a) Reserve Gas Price + 'P'; and (b) the Floor Price (Domestic Natural Gas Price + USD 1/MMBTU (mark-up)) + 'P' (Quoted Premium);	(a) Reserve Price may be kept as 10% of dated Brent instead of 11% dated Brent. (b) Floor Price is almost close to Reserve Price and not a constant. Hence, it is requested to remove mark up of \$1 and P in Floor Price and consider Floor Price as \$6.75/MMBTU (Current APM Price Ceiling).	Bidders request cannot be agreed to.
2	RFP	Price Formula	Similar to Floor Price (for protecting interest of the Seller), a Ceiling Price (for protecting interest of Buyer) may be kept . A fixed Ceiling price may be considered upto \$12/MMBtu inline considering the Current market conditions. If it is not acceptable, then Floor Price may also be removed on equitable basis to ensure a balanced and fair pricing for all parties.	Bidders request cannot be agreed to.
3	RFP	The minimum increment ticker size for the price bid shall be USD 0.1/MMBTU	Price ticker size may be considered as \$0.05/MMBtu in line with the industry practice.	Bidders request cannot be agreed to.

4	GSA/R FP	Excise Duty	<p>As per Schedule-1 (Gas Price) of GSA, "excise duty applicable on compression of gas to make it cascade ready shall be on the buyer's account."</p> <p>Please provide point-wise clarifications:</p> <p>(i) Compressor charges are not mentioned in RFP/GSA. If it is applicable, please specify the compressor charges for 3 years period in GSA and if not, the same may also be mentioned in GSA for clarity.</p> <p>(ii) As Seller is selling gas at the delivery point after Compression, Excise duty may not be charged (preferred).</p> <p>(iii) Further, the offered price of 11% Brent should not have any additional Excise Component, since the CBM may be utilised by Buyer in PNG(Commercial/Domestic/Industrial) which is not an</p>	<p>(i) Compression charges will be on sellers' account</p> <p>(ii) & (iii) Not agreed - Excise duty will be on buyer's account</p> <p>(iii) Since, compression charges are on seller's account, excise duty will be charged on sale price of gas and not on compression charges.</p>
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5	RFP	Certificates / Documents to be submitted	GAIL, being Maharatna PSU, periodically publishes their financial statements, shareholding details and other information in their annual reports (and stock exchange disclosures as it is publically listed) time to time. Therefore, the submission of documents specified in Clause 5.1.1 (a), (b), (c), and (g) may not be necessary.	(g) may not be submitted by GAIL. (a) (b) and (c) are required
6	RFP	5.1.1(e)Power of Attorney / Board Resolution in the name of the authorized representative of the Bidder.	GAIL (India) Limited has Board approved Delegation of Powers (DoP) empowering executives to inter alia carry out sale /purchase transactions of natural gas etc. Accordingly, GAIL can submit PoA for its Authorized Representative on Company's letter head signed by Company Secretary along with relevant extracts of DoP. Please confirm acceptability for the same.	Bidders request may be considered.

7	RFP	<p>5.2.3 (f) Forfeiture of Security Deposit:</p> <p>A. Bidder withdraws the bid during validity period or any extension there of duly agreed by the bidder.</p> <p>B. Bidder varies or modifies the bid in a manner not acceptable to ONGC during the validity period or any extension thereof duly agreed by the bidder.</p> <p>C. Non-signing of GSA within 10 business days of issuance of NOA.</p> <p>D. Non submission of payment security under the terms of the GSA, by 7 days prior to the Start Date.</p> <p>E. Bidder is disqualified from the bidding process prior to award of contract according to the provisions under Section 3 of Integrity Pact attached at Appendix-10 of Section B.</p> <p>F. If bidder backs out after any provisional allocation/issuance of the NOA.</p> <p>G. On non-submission of valid bid during the first bid period.</p> <p>H. On the occurrence of any other event</p>	<p>Point No.C: Signing of GSA may be allowed within 15 business days of issuance of NoA.</p> <p>Point No.D: Singing of GSA is within 10 days of issuance of NoA and Start Date is 15days from issuance of NoA. In case, GSA is signed on 10th day after issuance of NoA and it is not possible to submit LC within 7 days prior to Start Date, hence LC submission date may be linked to signing of GSA i.e. LC may be submitted within 7 days from signing GSA as LC can be given only after signing of the GSA.</p> <p>Accordingly, Start Date may also be revised to 30 days from issuance of NoA.</p> <p>Point No.G may be deleted as per the Industry practice, where no Seller forces Buyer to submit the Initial valid bid during the e-Auction after</p>	<p>Bidders request regarding revision of timelines of Start Date to 30 days from date of NOA is agreed to.</p> <p>Revision in timeline of GSA signing date & LC submission date is being considered. In case of any change, Addendum for the same will be uploaded on the bidding portal.</p> <p>Bidders request regarding deletion of point G, is not agreed.</p>
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8	RFP	<p>Security Deposit (SD)</p> <p>5.2.2. Bidders shall be required to separately courier/ submit the original security deposit to the below mentioned address of the Empanelled Agency's office within 3 (three) days of the last date for bid submission as indicated in Clause 7.1.</p> <p>5.2.3 (a) Unconditional irrevocable E-BG will be required to be submitted by the bidder/s in the prescribed format as per Appendix-5 of Section B.</p>	<p>As discussed with our Banker, there will no physical copy in case of E-BG through NeSL. As per Clause 5.2.2, Bidders shall be required to send/submit the SD at Empanelled Agency Office. However, in case of E-BG the same is not possible. Kindly clarify.</p>	<p>Soft Copy of E-BG may be submitted by e-mail. As sometimes, E-BGs are not reflected in our system. Hard copies need not to be submitted for E-BG cases</p>
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9	RFP	<p>Appendix-5</p> <p>To,</p> <p>-----,</p> <p>ONGC, -----,</p> <p>-----</p> <p>Dear Sir,</p> <p>1. Whereas Oil and Natural Gas Corporation Ltd. Incorporated under the Companies Act, 1956, having its registered office at Deendayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj New Delhi 110070 and one of its offices at ONGC, _____ Asset, _____, Dist.:_____, _____(State) Pin –_____(hereinafter called ONGC' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated an Tender / E-bidding for sale of natural gas from ----- ------(any details w.r.t NIO may be included like RFP no., etc.)</p>	<p>The blanks in the SD Format pertains to ONGC. May kindly specify.</p>	<p>To,</p> <p>Asset Manager, ONGC, CBM Asset, 1st Floor, HSCL Building, Bokaro, Jharkhand PIN-827001</p> <p>-----</p> <p>Dear Sir,</p> <p>1. Whereas Oil and Natural Gas Corporation Ltd. Incorporated under the Companies Act, 1956, having its registered office at Deendayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj New Delhi 110070 and one of its offices at ONGC, CBM Asset, Dist.: Bokaro, Jharkhand Pin – 827001(hereinafter called ONGC' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated an Tender / E-bidding for sale of natural gas from Nand...</p>
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10	RFP	Annexure -8 & 8A - Undertaking regarding statutory/ regulatory compliances	GAIL's aggregate requirement is more than 50000SCMD, please inform which form to be submitted (Annex-8/ Annexure 8A), as Annexure 8 is mentioning qty. less than 50000SCMD and Annexure-8A is mentioning less than and more than 50,000SCMD.	Both the Annexure-8 and Annexure-8A is required to be submitted, with appropriate remarks.
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	GSA	<p>4.1. "Commissioning Period" shall mean the period beginning from the Effective Date (Contract signing date) and ending on the Start Date.</p> <p>4.4. Buyer's Conditions Precedent:</p> <p>(a) Buyer shall complete the setting up and commissioning of the Buyer's Facilities including making cascades ready, within 15 days from the date of issuance of Notification of Award (NoA) pursuant to RFP Process.</p> <p>(b) Buyer will provide the Seller(s) with an irrevocable letter of credit issued in favour of the Seller(s) by a scheduled bank in India acceptable to Seller(s), in accordance with Clause 17 of this Agreement</p>	<p>As the field is not connected to a pipeline, the Buyer will be required to make independent arrangements for the transportation of gas through cascades or other suitable modes. Given the logistical and operational complexities involved, it may not be feasible to complete these arrangements within the stipulated period of 15 days from the date of issuance of the Notice of Award (NoA)/ .</p> <p>In view of the above, it is requested to allow commissioning period up to 90 days from the Start Date to allow sufficient time for infrastructure readiness and smooth commencement of operations.</p>	<p>Bidders request cannot be agreed to.</p> <p>Bidders request regarding revision of timelines of Start Date to 30 days from date of NOA is agreed to.</p>
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12	GSA	Definintions: “Gas Price Ceiling” means the ceiling price of domestic natural gas as notified by Petroleum Planning and Analysis Cell (PPAC) or any other authority as appointed by the GoI in this regard, 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”.	There is no mention of any type of HPHT Ceiling Price in the pricing formula. Kindly clarify is there any Ceiling Price also applicable in the price formula. Further, in Schedule 1 (b), "Ceiling" is mentioned. It appears wrongly mentioned, hence, the same may be deleted.	No Ceiling Price is applicable in the pricing formula.
13	GSA	In each Contract Quarter, Buyer shall be obliged to take and pay for, or pay for if not taken, a quantity of Gas at least equal to 70% (seventy percent) of the Quarterly Contract Quantity	As the Gas to be transported through LCVs and considering logistic challenges and varying consumption patterns across GAs , it is requested to consider ToP 70% annually instead of quarterly basis Or ToP obligation maybe reduced to 50% on quarterly basis.	Bidders request cannot be agreed to.

14	GSA	Make up gas will be supplied subject to availability of the Gas.	1) "subject to availability of the Gas" phrase may be deleted, as the gas is supplied to Buyer on Take or Pay basis 2) In case, seller fails to supply Make up gas, the ToP amount paid earlier may be returned.	Bidders request cannot be agreed to.
15	GSA	Buyer may designate up to an aggregate of 20 (twenty) days of Planned Maintenance on Buyer's Facilities during each Contract Year commencing from the Start Date.	Buyer may be designated up to an aggregate of 30 days of Planned Maintenance on Buyer's Facilities during each Contract Year commencing from the Start Date in line with the industry practice.	Not agreed, as aggregate of 20 maintenance days is in sync with the ongoing contract of hired gas compression, dehydration, odorisation & loading arm facilities.

16	GSA	<p>Force Majeure</p> <p>15.1 (h) loss, failure, impediment, restriction in output or deliverability of reservoirs in the Gas Fields;</p>	<p>1) The condition at 15.1 (h) may be deleted as Buyer is not allowed to claim FM in case of adverse marketing conditions which are beyond the control of Buyer.</p> <p>2) FM event to include any Road Damage due to adverse weather conditions/ Road Blockades due to law and order/arson /local issues/festival etc in the LCV movement route.</p>	<p>Bidders request cannot be agreed to.</p> <p>FM is subject to submission of documentary proofs, In case of road blockades due to law and order/ arson/ local issue/ festival etc, in the LCV movement route. Bidder can submit relevant proof or documents regarding the case from competent Govt Authority and request for FM under point 15.1 (K) of the GSA.</p>
17	GSA	Interest on overdue payments	Interest may be charged on simple interest basis instead of <u>compounded quarterly</u>	Standard clause across all the GSAs. Cannot be agreed
	GSA	<p>Security Deposit</p> <p>No later than 7 days prior to the Start Date, Buyer shall provide the Sellers' Representative with LC in favour of the Sellers and Sellers' Representative.</p>	Period of 3 working days prior to Start Date, be allowed to furnish the Security Deposit.	Bidders request regarding revision in timeline of submission of payment security is under consideration.

18	GSA	Gas usage	GAIL may use the gas for internal consumption and resale including resale in GAIL's CGD - GAs/other direct customers. In view of the same, 5.(c) of GSA may be suitably modified for using the gas for multiple purposes.	<p>In case customer wishes to buy gas partly for different purposes, nature and rate of sales tax will vary as under:</p> <p>(1) Purchase on intra state sale basis for any purpose:- VAT will apply</p> <p>(2) Purchase on Inter state sale basis for the purposes eligible for 2% CST against C form:- 2% CST will apply if C form is given by the customer otherwise CST at merit rate (equivalent to rate of Jharkhand VAT) will be applied</p> <p>Customer needs to tell the above details in advance so that ONGC can raise invoice with applicable taxes as above. Further, in case non submission of C form within statutory time limit, additional tax, interest and penalty as</p>
19	GSA	Quality	Deployment of Online Analyser for Quality (Report) may be considered at Delivery Point to ensure Quality of GAS in each LCV filled.	Bidders request cannot be agreed to.

20	GSA	Compressor related.	It is understood that capacity of existing gas Compressor to cater to Multiple LCV Loading at Filling point, to reduce waiting time may be examined and details of min./max timelines for waiting and filling time may be provided.	Adequate capacity for Compression, loading arm, etc. exists for loading of 25,000 SCMD gas in Cascades on Round the Clock basis. Scheduling of cascades for loading on 24 X 7 basis will be done by the Operator to avoid waiting of cascades.
21	GSA	Filling and waiting time related.	Seller may specify/ confirm waiting time of LCV not more than 30 minutes and filling time not exceeding 45 minutes per LCV. In case of default, ToP should not be applicable on Buyer for that quantity.	Adequate capacity for Compression, loading arm, etc. exists for loading of 25,000 SCMD gas in Cascades on Round the Clock basis. Scheduling of cascades for loading on 24 X 7 basis will be done by the Operator to avoid waiting of cascades.
22	GSA	Seller's Conditions Precedent	Seller Condition Precedent to include - Adequate Capacity/Nos. of Compressors and LCV Filling Points to cater to the demand/off-take by Multiple Buyers within timelines as specified above.	Bidders request cannot be agreed to

23	GSA	Term of the contract	<p>Term is for a period of 3 years and once pipeline connectivity is established, then it is not prudent to compress gas to 240Kg/cm2 and transport it through cascades for remaining period of the term post pipeline completion. Hence, provision be incorporated to allow gas delivery through pipeline as and when connectivity is established, without the imposition of (ED) and the gas price may be suitably reduced to reflect the change in delivery mode, as compression would no longer be required.</p> <p>Otherwise, Term may be revised from three years to one year, (with a provision to extend the contract on mutual agreement) considering the pipeline completion schedule of IOCL or Buyer may be allowed to</p>	<p>Bidders request to get gas delivery through pipeline (after pipeline is established) and revision of term cannot be agreed to.</p> <p>However, as mentioned in clause 19.4, In the event both the tie-in pipeline (from North Karanpura block to GAIL's JHBDPL) by IOCL and the North Karanpura GCS of ONGC become operational during the term of this contract, the Seller reserves the right to terminate the contract upon providing thirty (30) days' written notice to the Buyer.</p>
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24	GSA	Seller's failure to deliver gas and liquidated damages	<p>Given the logistical and operational constraints and burden of excise duty on top of high bid price, we request the inclusion of the following provisions pertaining to liquidated damages in GSA:</p> <p>1.) Exclusion from ToP Obligation: In the event that the Seller is unable to deliver gas due to compressor-related constraints or any other reason beyond the Buyer's control, the corresponding quantity should be excluded from the Take-or-Pay (ToP) obligation.</p> <p>2.) Liquidated Damages for Alternate Gas Procurement: If the Buyer is compelled to arrange alternate gas due to the Seller's failure to deliver, the Seller should be liable to pay full liquidated damages</p>	Bidders request cannot be agreed to
25	GSA	ToP	During Period between Start Date and Long Stop Date(45 days) , TOP may not be applicable on Buyer.	Bidders request cannot be agreed to

26	GSA	Payments	All payments for CBM Gas may be allowed to be made as a Single Payment by the Buyer to Seller (ONGC).	As mentioned in clause 16.1, Buyer shall make payments in full to the Sellers' Representative (ONGC) at the respective account(s) designated by notice to Buyer.
27	GSA	Priority of gas offtake under multiple CBM contract at the Delivery Point	In case, Buyer has more than one CBM contract with Seller for North Karanpura CBM gas, Buyer may be allowed to inform the contract-wise fortnightly billing quantities. Accordingly, a provision may be kept in the GSA/RFP.	Bidders request cannot be agreed to.
28	GSA	Recovery Period	Recovery Period should be kept for atleast 90 days.	Bidders request cannot be agreed to.
29	RFP	Activity Schedule	Technical bid submission deadline be extended until 31st August 2025 to enable bidders to thoroughly evaluate the cost implications, economic viability, and other relevant factors prior to the submission of the requisite bid documents.	Revision in last date of bid submission is under consideration.

30	RFP	Pipeline Connectivity	Kindly provide a tentative date of pipeline connectivity to the field by IOCL.	Tie-in-pipeline from North Karanpura to GAIL's Urja Ganga pipeline is under progress. This tender offer is for gas off-take through cascades.
31	GSA	Pipeline Connectivity	<p>It is understood that IOCL is laying tie-in connectivity connecting with JHBDPL and the Term of the contract is 3 years. In view of the above, please clarify the following:</p> <p>(i) In case IOCL's pipeline is ready during the Term, Whether Buyer is allowed to take gas through IOCL or not.</p> <p>(ii) If allowed, whether ONGC will supply gas at matching pressure of IOCL pipeline.</p> <p>(iii) if allowed gas evacuation through Pipeline, whether Buyer is still liable to pay Excise Duty to Seller.</p> <p>(iv) In case Excise Duty is applicable, Buyer may be allowed to Terminate the contract with 30 days prior notice.</p>	As mentioned in clause 19.4, in the event both the tie-in pipeline (from North Karanpura block to GAIL's JHBDPL) by IOCL and the North Karanpura GCS of ONGC become operational during the term of this contract, the Seller reserves the right to terminate the GSA upon providing thirty (30) days' written notice to the Buyer.

32	GSA	19.4 In the event both the tie-in pipeline (from North Kaanpura block to GAIL's JHBDP) by IOCL and the NK GCS of ONGC become operational during the term of this contract, the Seller reserves the right to terminate the contract upon providing 30 days written notice to Buyer	On equitable basis, Buyer should also have right to terminate the GSA. Accordingly, clause may be modified.	Bidders request cannot be agreed to.
33	RFP/G SA	Average Gas Production	It is requested to provide details of gas produced (in SCM & MMBTU) from the field in last 6 months on monthly basis. Please also include any notable variations in production volumes during this period. It is essential for our internal evaluation and planning purposes.	Bidders request cannot be agreed to. However, Bidders can take confidence from the fact that existing buyers are able to off-take gas to their full requirements.
34	RFP/G SA	Logistics & Operational	Constraint for round the clock filling of LCV. Not more than 30 minutes wait time for LCV filling after arrival at CBM Asset. Since only Single Compressor is available, how will off-take of additional volume be ensured for multiple customers?	Adequate capacity for Compression, loading arm, etc. exists for loading of 25,000 SCMD gas in Cascades on Round the Clock basis. Scheduling of cascades for loading on 24 X 7 basis will be done by the Operator to avoid waiting of cascades. Filling time of cascades will depend upon the capacity of cascades deployed by the gas buyer(s).

35	RFP/G SA	Logistics & Operational	Intervening Road through a village is narrow which is a concern for LCV movement. Whether this has been taken up with authorities to ensure safe/faster movement of LCV.	Operator's workover and well drilling rigs, which are larger in size, already use the existing road. The village road is under the control of the PWD/Gram Panchayat, and therefore not within the operator's control.
37	RFP/G SA	Logistics & Operational	As per RFP Excise duty is to be borne by Buyer. The offered price of 11% Brent should not have any additional Excise Component, since the CBM may be utilised by Buyer in PNG (Commercial/ Domestic/ Industrial) which is not an excisable product. Excise duty once paid would not be adjustable/re-imbursed.	Not agreed

36	GSA	Conditions Precedent	Effective Date, Start Date, Buyer's CP timelines and timeline under Cl. 4.6 under Seller's CP needs to be extended. A Sample time-line working be provided for clarity. LCV deployment may not be possible for off-take within such short periods/timelines mentioned starting effective date.	<p>Bidders request regarding revision of timelines of Start Date to 30 days from date of NOA is agreed to.</p> <p>Bidders request regarding revision of timelines of Effective date & LC submission date is being considered. In case of any change, Addendum for the same will be uploaded on the bidding portal.</p>
38	GSA	Logistics & Operational	Seller's Supply Obligation- To be mentioned, covering adequate no. of compressors at CBM block and ensure wait time of LCV not more than 30 minutes from arrival. Round the clock filling provision.	<p>Adequate capacity for Compression, loading arm, etc. exists for loading of 25,000 SCMD gas in Cascades on Round the Clock basis.</p> <p>Scheduling of cascades for loading on 24 X 7 basis will be done by the Operator to avoid waiting of cascades. Filling time of cascades will depend upon the capacity of cascades deployed by the gas buyer(s).</p>

39	GSA	Seller's Supply Obligation	Seller's Supply Obligation- To be mentioned, covering adequate no. of compressors at CBM block and ensure wait time of LCV not more than 30 minutes from arrival. Round the clock filling provision may be kept in GSA.	Bidders request cannot be agreed to. Adequate capacity for Compression, loading arm, etc. exists for loading of 25,000 SCMD gas in Cascades on Round the Clock basis. Scheduling of cascades for loading on 24 X 7 basis will be done by the Operator to avoid waiting of cascades. Filling time of cascades will depend upon the capacity of cascades deployed by the gas buyer(s).
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Name of	
Name of Contact	
Email Id	
Mobile Number	
RFP No.	ONGC/RFP/CBM/NK/06

Pre Bid Query				
S.No	RFQ/GSA	Relevant RFQ/GSPA Section	Query	Replies

1	RFP	<p>Biddable parameters:</p> <p>Gas Price (in USD/MMBTU rounded off to 2 decimals) shall be the higher of:</p> <p>(a) Reserve Gas Price + 'P'; and</p> <p>(b) the Floor Price (Domestic Natural Gas Price + USD 1/MMBTU (mark-up)) + 'P' (Quoted Premium);</p>	<p>(a) From the RFP, the starting value of 'P' is \$ 0.1/MMBtu. Bidder may be allowed to quote 'P' as zero (0) or negative numbers also.</p> <p>(b) Price ticker size may be considered as \$0.05/MMBtu instead of \$0.10/MMBtu.</p> <p>(c) Floor Price is variable. Hence, it is requested to remove mark up of \$1 and P in Floor Price and consider Floor Price as APM Price (10% of Indian Crude Basket Price) declared by PPAC on monthly basis.</p> <p>(d) Seller may consider keeping a ceiling price so as to arrest any untoward movement in brent prices.</p> <p>(e) Incase, if no domestic gas price is published by PPAC,</p>	<p>Bidders request in points (a),(b),(c),(d),(e) cannot be agreed to.</p> <p>e) As mentioned in Schedule 1 of the GSA, PPAC Price is withdrawn by the Governmental Authority, then Buyer agrees to pay to the Sellers the Gas Price computed under this Schedule 1 without considering PPAC Price, during the Basic Term, Extension Period (if applicable) and for the Recovery Period for the Gas delivered under this Agreement.</p>
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2	GSA/RFP	Compression Charges	<p>As per RFP/GSA, it is mentioned that Buyer has to bear excise duty on the compression charges. However, there is no mention of applicability of Compression charges in RFP/GSA. Seller may clarify if the compression charges shall be borne by Seller or Buyer.</p> <p>Further, it is not clear whether excise duty will be charged on compression charges only or on entire gas price. Seller may kindly provide a sample delivered gas price calculation including all components involved with applicable taxes for better understanding.</p>	It is clarified that Compression charges will be borne by the seller. Sample gas price attached
3	RFP	Certificates / Documents to be submitted	The requirement of documents specified in Clause 5.1.1 (a), (b), (c), and (g) should be waived off for bidders listed in NSE.	(g) may not be submitted by IOCL. (a) (b) and (c) are required

4	GSA	Take or Pay Obligations	As per GSA, the ToP obligation is 70% of the quarterly contract quantity. Seller may please consider the ToP on annual basis or reduce the ToP to 50% since the Gas to be transported through LCVs and considering logistic issues.	Bidders request cannot be agreed to.
5	GSA	Definition- Seller's facilities	Upstream/ reservoirs to be excluded from seller's facilities definition.	Bidders request cannot be agreed to.
6	GSA	2.2 Source	It is mentioned that the seller shall fulfill its obligations subject to availability of gas. Seller may kindly delete this.	Bidders request cannot be agreed to.
7	GSA	11. Seller's supply obligation	The clause is deleted in GSA. Seller to include a relevant clause for covering seller's supply obligations to be inline with ToP obligations.	Bidders request cannot be agreed to.
8	GSA	Off-spec	No remedy available other than to reject the gas in case of off-spec. Seller to include reimbursement of alternate gas.	Bidders request cannot be agreed to.

9	GSA	Force Majeure	seller to remove 'loss, failure, impiedient..... Deliverability of reservoirs in gas field' from FM.	Bidders request cannot be agreed to.
10	GSA	Credit after offtake of Make up Gas	The credit to be as per point (ii) of Cl 10.3(c) of GSA instaed of lower of both prices.	Bidders request cannot be agreed to.
11	Other	Online Gas Chromatograph	Implementation of online gas chromatography for accurate and continuous gas quality monitoring and Ensure that water content is included as a parameter in the FN gas analysis report for comprehensive quality assessment. Gas samples should be collected in the presence of the buyer's authorized representative to ensure transparency and mutual verification	Installation of Online Gas Chromatography is not agreed. Online dew point analyser is already installed at NK#6. Fortnightly report of water dew point will be shared. Collection of samples in presence of buyer representative is agreeable.
12	Other	Compression Facility	Currently, there is only one compressor and a single loading point available, leading to queue formation and delays in LCV/MCV loading operations	Adequate capacity for Compression, loading arm, etc. exists for loading of 25,000 SCMD gas in Cascades on Round the Clock basis. Scheduling of cascades for loading on 24 X 7 basis will be done by the Operator to avoid waiting of cascades.

13	Other	Approach road	Immediate attention is required for repairing the approach road towards NK#6 to facilitate smooth and safe movement of LCVs/MCVs	Operator carry out repair work as needed. Repairs to the approach road towards NK#6 is being done on a periodic basis to ensure smooth and safe movement of LCVs and MCVs.
14	GSA	In Schedule C:	Net Calorific Value not mentioned with its lower limit. An upper limit on the Volume % of Carbon Dioxide and Nitrogen (preferably less than 3.5%) not mentioned. Water Content must also be included in the Parameter under Schedule C	As mentioned in Schedule 3, Odorized PNGRB pipeline quality gas will be provided from NK#06.

15	GSA	Cause 10: Take or Pay Obligation	<p>Sub Clause 10.2 it is mentioned that Take or pay would not be applicable on the buyer by reasons of Force Majeure. Keeping the above background and refer to clause of force majeure 15.2 (ii), Force Majeure shall not include the breakdown of machinery operated by Affected Party.</p> <p>Scenario : In case of breakdown of Compressor of the seller, the offtake might go below 70% of DCQ and yet ToP is applicable on the buyer.</p> <p>Clarity needs to be bought on this point.</p>	<p>In such scenario, clause 10.2.(a).(2) will be applicable "any quantity of Gas up to the DNQ for the relevant day that Sellers failed to make available" and the gas volumes not supplied by the Seller will be deducted from the Quarterly Contracted Quantity.</p>
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16	GSA	Under Schedule 4 Clause No. 1.4 & 1.9	<p>Joint Calibration of the measurement and testing devices at Delivery point must be as per Schedule 6 (i.e 6 Months).</p> <p>However, in Point 1.9 it is mentioned as 2 years for Joint Calibration of the measurement and testing devices at Delivery point.</p> <p>Requirement of NABL certification for the Calibration agency reviewed</p>	<p>Clause No. 1.9 of Schedule 4 is related to the validation of measurement and testing devices at the Delivery Point by an accredited inspector, which is different from Joint Calibration / Validation in the presence of the buyer and seller as per Schedule 6 r/w Clause No. 1.4 of Schedule 4. NABL certification for calibration agency is not required.</p>
17	GSA	2 CBM contract for 1 entity	<p>If any entity is already taking CBM in last contract, then if entity win volume in this contract, how will be the distribution done for both contract of total volume oftaken in a day.</p>	<p>The matter is under consideration.</p>
18	GSA	Sample calcualtion	<p>Please provide sample calculation of invoice raised for CBM including all taxes etc</p>	<p>Attached in separate sheet</p>

Pre-Bid Queries

S.No	RFQ/GSA	Relevant RFQ/GSPA Section	Query	
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1	RFP/G SA	Start Date: 15 days from the date of NOA	The start date is too prompt. Since the field is not connected to pipeline, Bidder has to make arrangements to transport the gas through Cascades or other modes of transport. It may not be feasible to make necessary arrangement within 15 days from date of NOA. Accordingly, sufficient time maybe provided to bidder.	Bidders request regarding revision of timelines of Start Date is agreed to. Start date is being revised to 30 days from date of NOA.
2	RFP	Security Deposit	The requirement of Security deposit and payment security may kindly be waived off	Bidders request cannot be agreed to.
3	RFP	Forfeiture of Security Deposit: (G) On non-submission of valid bid during the first bid period.	Seller should remove the condition mentioned in point G (On non-submission of valid bid during the first bid period) of forfeiture of SD.	Bidders request cannot be agreed to.
			After submission of Technical documents, bidder should be allowed to decide on their participation in the e-Auction. Hence, the condition may be deleted.	Bidders request cannot be agreed to.

	GSA	Security 17.1. No later than 7 days prior to the Start Date, Buyer shall provide the Sellers' Representative with an irrevocable letter of credit issued in favour of the Sellers and Sellers' Representative by a scheduled bank in India acceptable to Sellers' Representative.	Given the start date being 15 days from NOA date, the time for issuance of security would not be enough. Thus, seller is requested to provide sufficient time to buyer (maybe 2 or 3 days prior to start date maybe considered).	Bidders request regarding revision of GSA signing date & LC submission date is being considered. In case of any change, Addendum for the same will be uploaded on the bidding portal.
5	GSA	Interest on overdue payments	As per RFP, interest rate is SBI base rate + 6%. Seller may consider reducing the 6% to some lower value and may be charged on simple interest basis instead of compounded quarterly.	Bidders request cannot be agreed to.
6	GSA	Payments	The payments for CBM Gas may be allowed to be made as a Single Payment by the Buyer to Seller (ONGC).	As mentioned in clause 16.1, Buyer shall make payments in full to the Sellers' Representative (ONGC) at the respective account(s) designated by notice to Buyer.
7	RFP	Connectivity	ONGC is requested to share the details, whether the field is connected to Pipeline or Buyer has to arrange its own transportation. Seller may also confirm if there are any chances of field getting connected to pipeline during the contract period.	Tie-in-pipeline from North Karanpura to GAIL's Urja Ganga pipeline is under progress. This tender offer is for gas off-take through cascades.

8	RFP	P Value	Can P Value be zero? Kindly clarify as it is mentioned that it has to be non negative	As mentioned in clause 6.5.2 (A), the bidders will be required to quote 'P', on USD/MMBTU basis, which would be the positive non-zero premium over the Reserve Gas Price.
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Particulars	Ref	USD/MMBTU	Remarks
Contract Sale Price as per Pricing Formula	A	11.00	Say
Compression Charges	B	-	On Seller's Account
TOTAL	C =A+B	11.00	

Excise Duty @ 14% on C (Subjec t to change are per law)	$D = C * 14\%$	1.54	
Base for Sales Tax	$E = C + D$	12.54	
VAT 14% on E (VAT rates subject to change as per law)	$F = E * 14\%$	1.76	
Gas price	$G = E + F$	14.30	

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