

Company Bidder One		
Sl.No	Query	ONGC Reply
1	Payment Security Deposit – Increased Working Capital Burden Earlier: One month’s basic value (excluding taxes). Now: One month’s gross value (including taxes). Impact: Higher financial blocking (~18%) for MSMEs. Request: Revert to basic value or rolling average based on actual lifting.	Bidder's request cannot be agreed. It is to be noted that this tender is the first ever tender to be floated for sale of condensate from EOA - Odalarevu Onshore Terminal. This tender shall not be compared with any other tenders floated for sale of Value Added Products.
2	Interest on Delayed Payment – Substantial Escalation Earlier: SBI Base + 2% p.a. (simple). Now: SBI Base + 6% p.a. (compounded quarterly). Impact: Excessive financial penalty. Request: Revert to simple interest capped at 12% p.a.	Bidder's request cannot be agreed
3	Take-or-Pay Obligation – Increased from 60% to 75% Earlier: 60% minimum offtake. Now: 75%, irrespective of shutdowns. Impact: Unavoidable liability. Request: Reinstate 60% or waive during maintenance.	Due to operational reasons, the Bidder's request cannot be agreed
4	Liquidated Damages – Enhanced Penalty Earlier: 10% of Payment Security per week. Now: 25% per week. Impact: Commercially excessive. Request: Limit to 10% of monthly contract value.	Bidder's request cannot be agreed
5	Termination Clause – Inclusion of 'Unforeseen Event' Earlier: Termination for defined causes only. Now: 'Any unforeseen reason' added. Impact: Unilateral discretion. Request: Delete or narrowly define 'unforeseen reason'.	It is a standard clause
6	Removal of Buyer’s Reciprocal Termination Right Earlier: Buyer could terminate if ONGC failed to supply for 3 months. Now: Clause removed. Impact: Asymmetry of rights. Request: Reinstate mutual termination clause.	Bidder's request cannot be agreed
7	Force Majeure – Payment Obligation Not Suspended Earlier: Both lifting and payment suspended. Now: Only lifting suspended. Impact: Adverse for buyers. Request: Reinstate payment deferral during Force Majeure.	Bidder's request cannot be agreed
8	Joint Measurement and Quality Verification Removed Earlier: Joint measurement and sampling allowed. Now: ONGC system only. Impact: Dispute risk. Request: Reinstate joint measurement and certification.	Refer Appendix - 2 of Annexure - III, for sample joint ticket / condensate delivery note.
9	Off-Spec Material – Rejection Right Removed Earlier: Buyer could reject off-spec condensate. Now: ONGC determination final. Impact: Loss of protection. Request: Reinstate rejection right for off-spec material.	Bidder's request cannot be agreed. ONGC intends to deliver no off-spec product on best endeavor basis.
10	Jurisdiction – Restricted to Kakinada Only Earlier: Dual jurisdiction (Kakinada & Delhi). Now: Only Kakinada. Impact: Litigation inconvenience. Request: Reinstate dual jurisdiction or neutral arbitration.	Bidder's request cannot be agreed
11	Miscellaneous Operational Concerns Earlier: Allowed maintenance suspension, third-party inspection, and price review. Now: All removed. Impact: Reduced flexibility. Request: Reinstate these clauses for operational fairness.	Bidder's request cannot be agreed

12	Annexure-III, Clause 14 & 18 Clarify if Payment Security Deposit can be for partial monthly value based on <u>average lifting instead of full allocation.</u>	Bidder's request cannot be agreed
13	Clause 18 Interest rate SBI Base + 6% p.a. compounded quarterly—request to convert to simple interest, capped at 12% p.a.	Bidder's request cannot be agreed
14	Clause 30 Clarify applicability of GST and availability of input tax credit for buyers.	GST is not applicable
15	Clause 18 & 20 Confirm if prior written notice (7 days) will be given before LC encashment for delayed payment.	Payment security deposit shall be en-cashed as per the Terms and conditions mentioned in NIO.
16	Clause 18 Request ONGC to bear bank/LC amendment charges initiated by ONGC.	Bidder's request cannot be agreed
17	Clause 14 Seek INR-linked pricing formula instead of Brent-linked USD benchmark to avoid FX exposure.	Bidder's request cannot be agreed
18	Clause 20(xiii) Define 'unforeseen event' to avoid ambiguity—should cover only uncontrollable circumstances. (Pg. 67 of NIO)	It is a standard clause
19	Clause 20 Confirm buyer's right to terminate if ONGC fails to supply agreed quantity for 3 months.	Bidder's request cannot be agreed
20	Clause 17 Clarify if Take-or-Pay (75%) will be waived during supply shortfall or buyer's shutdown.	Bidder's request cannot be agreed
21	Clause 19 Confirm if buyer's payment obligations can be deferred during force majeure events.	Bidder's request cannot be agreed
22	Clause 14 LD of 25% per week is excessive—request capping at 10% of monthly contract value.	Bidder's request cannot be agreed
23	Clause 9 Confirm risk/title transfer post joint measurement and sampling at terminal flange.	CONDENSATE shall be delivered on ex- Marketing Installation (MI) basis. The MI for this purpose shall be the Sellers Facility at Odalarevu Onshore Terminal. The title and risk of the Condensate will be passed to Buyer at Downstream of the delivery flange / hose of the Seller's CONDENSATE delivery system into the road truck tankers provided by Buyer.
24	Clause 23 Request jurisdiction flexibility to include Coimbatore or Visakhapatnam or allow virtual arbitration.	Bidder's request cannot be agreed
25	Appendix-8, Annexure-III Provide detailed condensate specifications and tolerance limits; action for off-spec supply.	Specification as as per the Appendix-8 of Annexure-III. ONGC intends to deliver no off-spec product on best endeavor basis.
26	Annexure-III, Clause 10 Confirm ONGC will provide calibrated weighbridge certificates and allow joint inspection.	ONGC Odalarevu Onshore Terminal (OOT) do not have a mass flow meter and weigh bridge at present. The mass flow meter is going to be procured and will be installed in future. In the present arrangement, the measurements shall be carried out using dip-stick of the tanker.
27	Clause 17 Clarify if planned shutdowns will be excluded from Take-or-Pay computation.	No exclusion from Take or Pay computation, in case of any shutdown
28	Clause 14 Request flexibility in delivery schedule ± 7 days with prior notice.	Bidder's request cannot be agreed
29	Annexure-III Confirm if third-party inspection at buyer's cost is permitted.	Bidder's request cannot be agreed

Company Bidder Two		
Sl.No	Query	ONGC Reply
1	<p>There is mentioned word CONDENSATE/CRUDE OIL/NAPHTHA/NGL in the place of single item word CONDENSATE. Please confirm us to continue with this word in NIO.</p> <p>PAGE NO. 27, APPENDIX 4 POINT NO. 2.0 PAGE NO. 27, APPENDIX 4 POINT NO. 3.0 (a) PAGE NO. 27, APPENDIX 4 POINT NO. 4.0 (a) PAGE NO. 28, APPENDIX 4 POINT NO. 4.0 (b) PAGE NO. 53, ANNEXURE-II POINT NO. A (2) PAGE NO. 53, ANNEXURE-II POINT NO. A (3)(a) PAGE NO. 54, ANNEXURE-II POINT NO. A (4) (a) PAGE NO. 54, ANNEXURE-II POINT NO. A (4) (b) PAGE NO. 93, APPENDIX9 OF ANNEXURE III POINT NO. 8</p>	<p>It is standard format used. It shall mean any of the following separated with a "/". Could be read as Condensate.</p>
2	<p>There is a need to submit licence Licence issued by authorized Govt. Official under Solvent,Raffinate & Slop (Acquisition, Sale, Storage, and Prevention of use in Automobile) Order 2000". Or Licence issued by authorized Govt. Official under The Naphtha (Acquisition, Sale, Storage and Prevention of use in Automobile) Order 2000" as applicable. Please confirm us that Which one licence, we need to submit?</p>	<p>Any one of the license could be submitted</p>
3	<p>THE PROCUREMENT AND USED DETAILS OF CONDENSATE ITEM IS DEMANDED FOR LAST ONE YEAR AND EVIDENCES OF THE SAME DEMANDED FOR LAST 3 YEARS.PLEASE CONFIRM US TO CLARIFY THAT</p> <p>A) WHICH DOCUMENT IS TO SUBMIT AS EVIDENCE FOR LAST 3 YEAR.</p> <p>B)THERE IS REQUIRED TO SUBMIT ALL DOCUMENTS DURING LAST 3 YEARS OR 2-4 DOCUMENTS CAN BE SATISFACTORY.</p> <p>PAGE NO. 27 Appendix-4 of Annexure-IPoint No. 4.0 (a) PAGE NO. 54 Annexure-IIPoint No. A 4 (a)</p> <p>As per above points, Details of quantities and supplier of CONDENSATE / CRUDE OIL / Naphtha / NGL currently being procured and used during the last one year, if any. OMC PSUs are exempted from this.</p> <p>PAGE NO. 92 Appendix-9 of Annexure-IIIPoint No. 5 In case of Non-PSUs the bidder needs to submit documentary evidences for details of quantities procured</p>	<p>Document for purchase and sale of condensate to be submitted. Purpose and usage of condensate provided by local authority to be submitted. It is requested to submit all the documents requested in NIO.</p>
4	<p>WHAT DOCUMENTS HAVE WE NEED TO SUBMIT AS PROJECT REPORT INDICATING INTER ALIA PROJECT DETAILS FOR EVACUATION AND UTILIZATION OF CONDENSATE?</p> <p>PAGE NO. 93 APPENDIX-9 OF ANNEXURE-III POINT NO. 5 IS IT MANUFACTURING PROCESS OR MANUFACTURING FLOW CHART OR SOMETHING ELSE?</p>	<p>Bidder to submit details for evacuation and utilization of Condensate. i.e., usage of such condensate.</p>

Company Bidder Three		
Sl.No	Query	ONGC Reply
1	As our Plant located in Tamilnadu which is another state, So please clarify CST 2% against C form will be charged or Vat 5% ?	For Inter State Sale CST @ 2% will be applicable against submission of FORM C. For Intra State Sale VAT @5% will be applicable.
2	Tender for condensate is KL basis. How will be ONGC billing @ per MT or KL basis ?	Billing will be on BBL basis. For the computation of price, the KL would be converted to Barrel using the conversion factor mentioned in the NIO.
3	Price quote will be Avg. of Brent Barrel+Markup+ premium, if correct then how many barrels per MT or KL ?	Applicable Price against supplies would be Benchmark Price + Mark-up+ Premium. (Refer Appendix-2 of Annexure-II). Quantities in KL would be converted into barrel for the purpose of Billing using a multiplying conversion factor of 6.29297
4	As ONGC NIO says weekly billing then on what documents basis Tankers will Transport Condensate to our Plant. ?	May please refer Appendix-2 of Annexure-III for Condensate Delivery Note