

Pre bid query response: RFP No. ONGC/RFP/Crude Oil/KG-DWN-98/2/05						
Name of Bidder: Bidder 1						
Sno	Type of Query	RFP Section No	RFP Page No	Relevant RFQ Section	Bidder Query	ONGC Response
1	RFQ Process Related	2	4		There should be no price floor for the bids, -ve bids should be allowed	Bidder's request cannot be agreed to
2	RFQ Process Related	3	8	3.4	As suggested during previous pre bid queries/meetings, submission of same technical documents/technical bid price submission to be waived off incl. annexures	Bidder's request cannot be agreed to. Please refer clause 3.4.2 of RFP
3	Others	COSA ART 10	COSA PG 19		Sample invoice calculation to be shared	Refer Annexure 1
4	RFQ Process Related				Request to wave off requirement of 300 Rs stamp paper for submitting desired undertaking	Bidder's request cannot be agreed to
5	Others	COSA ART 5	9		Seller to facilitate in getting NED passes for Buyer's Surveyors	Agreed. Seller will facilitate (provide help) in issuing NED Pass for Buyer's Surveyor.
6	Others	COSA ART 9	19		PDPR capping of USD 20 K is shown. PDPR depends on market rate/ availability of vessels and Seller shall accept the same	Bidder's request cannot be agreed to
7	Others	COSA art 5	COSA PG 9		Cost of appointing the inspector to be borne by Buyer and seller equally, independent Surveyor's findings should prevail instead of loading Master's.	Bidder's request cannot be agreed to
8	Others	COSA art 9	16		NOR validity deadline should be 1600 hrs instead of 1100 hrs	Bidder's request cannot be agreed to
9	Others	COSA art 9	18		Any other delay attributable to the vessel, the Buyer or agents of the Buyer, Weather conditions for that time lost should be shared equally between Seller and Buyer	Bidder's request cannot be agreed to

10	Others	COSA Schedule D	54		Schedule D (A &B) . Under A when all measurements / sampling as per shore facilities, Free water is deducted prior arrival of net BL/ dry qty. However for case B when shore facilities are not functioning and ship gauges are used, Free water deduction is not shown . to be clarified. Calibration certificate / meter prover record to be provided when MFM is used	Whether the reading is taken from meter or ship, free water is always excluded before calculating B/L quantity.  Please refer Schedule D of COSA attached with RFP.
11	others				Higher amount of salt and free water is observed in earlier parcels received, proper processing of the crude oil prior to loading needs to be ensured by the supplier and assay to be updated.	No quality issue has been reported in the recent crude oil lots .ONGC's infrastructure in 98/2 block is state of the art and is designed and equipped to handle the crude oil produced from the block. ONGC is committed to supply crude oil with assured quality to its customers. However if any such issue crops up, then it will be dealt as per industry best practices. Latest available assay has been attached.
<b>Name of Bidder: Bidder 2</b>						
1					As the auction is based on market conditions, any form of price protection for the seller is not acceptable.	Bidder's request cannot be agreed to
2		RFP Appendix-6			The Payment Security Deposit as outlined in Appendix-6 of the RFP should not be applicable to PSU Refineries.	Appendix 6 is not applicable to PSU refineries. Kindly refer list of documents at bidding

						portal and article 13 of COSA (payment security)
3		COSA Schedule C		Clause 3(a) i	Clause 3(a) i, Schedule C of the COSA, which relates to payment to the seller for the difference (shortfall) between the contract price and the prices of other suppliers' COSA is requested to be withdrawn.	Bidder's request cannot be agreed to
4					Any deviation in the Quality from the quality / assay /water content attached with Tender / Cosa to be informed to Seller for suitable compensation.	B/L quantity is determined as per terms of COSA in presence of buyer's surveyor.
5					The provision for compensation regarding excess free water in crude, after settlement in the buyer's tank, needs to be addressed & suitable provision in the COSA to be made. In case of Crude received with "saline water", the monetary impact of processing on Refinery is to be charged to Seller suitably.	Free water quantity will be calculated as per provisions given in COSA
6					Demurrage rate shall be strictly as per Contractual Rate with SCI and not as per COSA rate.	Bidder's request cannot be agreed to
<b>Name of the Bidder: Bidder 3</b>						
<b>Sl no.</b>	<b>Type of query</b>	<b>RFQ Section</b>	<b>Page No.</b>	<b>Relevant section</b>	<b>Bidder Query</b>	<b>ONGC's Response</b>
<b>RFP</b>						
1	RFQ process related	2.1.6	4	Delivery Terms	Considering previous experience on past cargoes of this crude oil, received by Buyer, where significant water settling is observed compared to loadport quantity measurement, resulting into receipt of lower quantity of crude oil at disport and Buyer ending up paying cost of crude oil for water, it is proposed to carry out quantity measurement at disport, in presence of seller's representative. Hence, we propose deliver term as "DAP" until the issue of higher water is stabilized.	No quality issue has been reported in the recent crude oil lots .ONGC's infrastructure in 98/2 block is state of the art and is designed and equipped to handle the crude oil produced from the block. ONGC is committed to supply crude oil with

						assured quality to its customers. However if any such issue crops up, then it will be dealt as per industry best practices. Bidders request cannot be agreed to.
2	RFQ process related	2.1.7	4	Price Bid	Price bid (P) submission is restricted as non-zero positive value only. Restriction should be removed. Buyer should be allowed to submit bid value as per the economics of the Buyer, which varies basis configuration of refineries.	Bidder's request cannot be agreed to
3	RFQ process related	2.1.7	5	Pricing Formula: "month of supply..."	Please change to "Nominated month of supply"	Bidder's request cannot be agreed to
4	RFQ process related	3.4.1C	8	Certificates	It is not feasible to submit DSC in the name of POA/Board Resolution holder, as it is issued in the name of higher management, who cannot login and participate in tendering process. DSC in the name of authorized Bidder representative will be submitted. Letter of authorization, issued by POA / board resolution holder can be submitted afterwards, if required. Please confirm. Undertaking will be provided accordingly. The same was accepted in earlier auctions conducted by ONGC.	Can be agreed/accepted subject to condition that the POA/Board Resolution and the Letter of Authorization by the POA/Board Resolution holder is submitted before the submission of technical documents. Although for bidders who have submitted the document in latest e-tender for KG-DWN-98/2 , can upload undertaking at appendix-12 of RFP against the POA.
5	RFQ process related			Appendix 5	Request to wave off requirement of 300 Rs stamp paper for submitting desired undertaking. Requirement for waive off of this particular requirement is being raised for more than a year. Bidder have signed multiple COSA's so far. Hence, this requirement can be waived off	Bidder's request cannot be agreed to

6	RFQ process related				We have submitted all the Appendix in the latest E-auction conducted by ONGC. Request to waive off submission of all appendixes again. Alternatively, a declaration can be submitted.	Bidder's request cannot be agreed to. Please refer clause 3.4.2 of RFP
7	RFQ process related				What are the applicable taxes and other statutory levies other than VAT/CST i.e. Basic Excise Duty/NCCD etc.	Only VAT(upto 2%) and CST (0%) taxes are applicable on buyer as per COSA
<b>COSA</b>						
8	Business Related	5.3	9	Delivery	Considering previous experience of past cargoes of this crude oil, received by Buyer, where significant water settling is observed compared to loadport quantity measurement, resulting into receipt of lower quantity of crude oil at disport and Buyer ending up paying cost of crude oil for water, it is proposed to carry out quantity measurement at disport, in presence of seller's representative Hence, we propose delivery on "DAP" basis	No quality issue has been reported in the recent crude oil lots. ONGC's infrastructure in 98/2 block is state of the art and is designed and equipped to handle the crude oil produced from the block. ONGC is committed to supply crude oil with assured quality to its customers. However if any such issue crops up, then it will be dealt as per industry best practices. Bidders request cannot be agreed to.
9	Business Related	5.7(a)	9	Indepenent Inspection	In case of any dispute, Independent Surveyor's findings should prevail instead of loading Master's and cost of independent surveyor shall be shared between the parties.	Bidder's request cannot be agreed to
10	Business Related	Article 8	11	Measurement and Testing	Considering previous experience of past cargoes of this crude oil, received by Buyer, where significant water settling is observed compared to loadport quantity measurement, resulting into receipt of lower quantity of crude oil at disport and Buyer ending up paying cost of crude oil for water, it is proposed to carry out quantity measurement at disport, in presence of seller's representative. In the	No quality issue has been reported in the recent crude oil lots. ONGC's infrastructure in 98/2 block is state of the art and is designed and equipped to handle the crude oil produced from the block.

					event of change in quantity vs Bill of lading quantity, ship quantity at disport (VEF applied) shall be referred as official quantity for payment purposes.	ONGC is committed to supply crude oil with assured quality to its customers. However if any such issue crops up, then it will be dealt as per industry best practices. Bidders request cannot be agreed to.
11	Business Related	8.9 C	12	Quatity measurement	Quantity measurement as per previous track record cannot be considered. Instead Vessel received quantity with VEF applied shall be included as provision for handling such events. Schedule D is already having same provision in this regard. Hence this clause to be deleted to avoid dispute due to 2 different provision for handling same event.	Bidder's request cannot be agreed to
12	Business Related	9.2 (b) (vi)	14	Buyer Nomination of vessel (age of tanker)	DG Shipping guidelines are applicable for acceptance of vessel for berthing at loadport/disport in India. Same should be followed	Bidder's request cannot be agreed to
13	Business Related	9.2 (b) (vi)	13	Buyer Nomination of vessel	Considering limited numbers of vessels avaiable with sole shipper (SCI) for coastal movement, it is not feasible to commit/indicate availalble vessel 15 days in advance which can meet the firmed laycan. Also, Buyer is required to change nominated vessel, in the event of nominated vessel getting delayed in previous port of call. ONGC is requested to revisit this clause and reduce this 15 days period to 5 days, considering logistics limitations. also seller to confirm acceptance of vessel within 24 Hrs.	Bidder's request cannot be agreed to
14	Business Related	9.2 (c)	14	Buyer Nomination of vessel	Cosidering limited vessel availabilty as mentioned above, ONGC is requested to revisit this clause and reduce this 7 days period to 3 days.  Also, events of delayed nomination by Buyer shall not be relive seller from demurrage payment if consumed loading laytime is higher than allowed laytime. Seller should be liable to pay demurrage for	Bidder's request cannot be agreed to

					additional laytime. This is in line with international practice where sellers are paying for demurrage on account of additional laytime even if vessel reports at loadport outside loading laycan and laytime starts at all fast.	
15	Business Related	9.4 a	14	Rejection of nomination and vessel	The Seller shall give notice accepting or rejecting any Vessel nominated by the Buyer within 24 hrs Business days of receipt of the Buyer's nomination.	Bidder's request cannot be agreed to
16	Business Related	9.6	15	Liability	Do not agree to waiver of demurrage liability linked to clauses 9.2 to 9.5. Delay in nomination should not be linked to nomination of vessel.	Bidder's request cannot be agreed to
17	Business Related	9.7 a(ii)	15	Arrival of Vessel	Normally at ports where night berthing is not allowed, NOR is allowed to tender during daylight hours generally 1600HRS. Request to modify	Due to complex operations at offshore, if NOR is tendered after 11 hours, time window to complete operations during daylight hours may be missed. Hence bidders request cannot be agreed to
18	Business Related	9.7 d (i)	16	Vacation of berth	Please replace '4 hours' with '2 hours'.	Bidder's request cannot be agreed to
19	Business Related	9.8 a	17	Laytime	Please replace '48 running hours' with '36 running hours' Request to modify the clause as below: For off-shore loading terminal: Time allowed to the Seller for the loading of the standard cargo size of 55 TMT crude oil deliverable hereunder to each vessel shall be 36 running hours, all days and holidays included. This shall be the Laytime. Any time lapsed on account of failure of Buyer's nominated vessel during berthing & loading operation and tendering NOR after 1600 hrs. on Firmed Layday shall not be the part of the time allowed. Moreover, the actual cargo size can be more or less than 55 TMT subject to mutual agreement between Buyer and Seller. And for every 1 TMT or part there of cargo quantity more than the standard cargo size of 55 TMT, allowed time shall increase on pro-rate basis at the rate of 1 hour/TMT. However, for	Bidder's request cannot be agreed to

					any cargo size less than 55TMT, laytime will remain as 36 hours.	
20	Business Related	9.8 b (iii)	17	Running hours	<p>Please replace 'commencement' with 'completion' and 'shall recommence 4 hours after' with 'shall recommence 3 hours after'</p> <p>Modified clause in line with shipping practice given below: Time shall cease to run upon the completion of final disconnection of hoses/chickson after completion of loading of the cargo. However, time shall recommence 3 hours after the completion of cargo if Seller is not able to produce loading terminal documents to the master of the vessel and shall continue until such documents are provided by the Seller.</p>	Bidder's request cannot be agreed to
21	Business Related	9.8 c (vii)	18	Running hours	Any delay in berthing and/or loading of the cargo, attributable to adverse weather conditions for that time lost should be shared equally between Seller and Buyer	Bidder's request cannot be agreed to
22	Business Related	9.8 c (viii)	18	Running hours	Any other delay attributable to the vessel, the Buyer or agents of the Buyer, Weather conditions for that time lost should be shared equally between Seller and Buyer	Bidder's request cannot be agreed to
23	Business Related	9.8 d(ii)	18	Demurrage	The demurrage rate will be as per CP / COA. In the proposed clause there is capping for demurrage (USD 20000 PDPR). However as per our COA for Aframax it is hire amt and occasionally we are taking Afra cargo from ONGC.	Bidder's request cannot be agreed to
24	Business Related	10.3		Laytime	As per clause 9.8 (a) (i), seller is taking 48 hours to complete loading of cargo, whereas 18 hours loading time is taken in this clause, when seller is arranging CFR delivery. Timelines in these clauses are contradictory. Loading time same shall be alligned in both clause as seller cannot have different allowed loading time for FOB and CFR cargoes, for the purpose of ascerting loadport demurrage.	Bidder's request cannot be agreed to



25	Business Related	11.2	19	Taxes and Duties	Tax on Buyers account in both cases (VAT/CST) shall be zero to avoid penalizing Buyers paying extra tax in case of VAT	Bidder's request cannot be agreed to
26	Business Related	14	23	Scheduled Outages	We propose to delete this clause, as (i) Refinery planned Turn Around activities for Crude Unit is normally beyond 15 days (ii) no of days of unplanned outages at Seller/Buyers facilities cannot be envisaged.	Bidder's request cannot be agreed to
27	Business Related	Schedule B	35	Assay	Please share latest assay of the crude oil. The assay provided is of 2nd April 2024.	That is the latest assay available as on date.
28	Business Related	Schedule C (3)	53	Shortfall in quantity	It is always Buyer's intention to lift the cargo as per agreed laycan. However, due to limited availability of vessels with SCI, delay in loading/unloading at previous port of call is out of Buyer's control.  We propose to delete this clause. This situation can only occur in case of delay in arrival of buyer's nominated vessel at loadport due to delay at last port of call, for cargo loading with laycan at end of month. Buyer shall not be penalized for such event, where buyer has nominated the vessel the agreed laycan, however vessel is getting delayed due to last port delay.	Bidder's request cannot be agreed to
29	Business Related	Schedule G	60	Pricing Sheet	Please change "entire month in which Bill of Lading Date falls" to "for the nominated month of supply".	Bidder's request cannot be agreed to
30	Business Related	Schedule G	61	Benchmark Price	Pricing shall average of Brent during the month of nomination	Bidder's request cannot be agreed to
31	Business Related	Schedule H	61	Undertaking on stamp paper	Requirement of stamp paper and notarization to be waived off.	Bidder's request cannot be agreed to

**Annexure 1**

<b>LOCATION</b>	<b>CUSTOMER</b>	<b>BBL</b>	<b>MT</b>	<b>Dated Brent + Premium</b>	<b>EX RATE</b>	<b>FOB IN INR</b>	<b>PIPELINE/TERRIN ALLING</b>	<b>TAX SHARING</b>		<b>NET OF VAT PRICE(Invoice RateRs./Bbl)</b>
KG-98/2	Sample	1,34,957.871	18,138.785	86.306	83.59	7214.319	28.628	-	7,242.947	<b>7,100.928</b>

Note: -

Tax sharing is not considered as Seller is bearing 2% CST.