

## TENDER NO: LNGBL/PEC/CA-17/M/G/2022

## Pre Bid queries from Bidders

Sln o	Type of Query	RFP Section No	RFP Page No	Query	Reply
Bidder-1					
1	Auction Process Related	TENDER NO: LNGBL/PEC/C A- 17/M/G/2022		1. Out of 9 wells mentioned in the NIT, which are the wells having pipeline connectivity to either a) Lingala- Kaikuluru GAIL pipeline b) GAIL main Gas pipeline Grid. We are specifically seeking inputs on current pipeline connectivity status of SI no. 3 to 8 of fields listed in Page 3 of Tender document ??	1. Please refer to Clause 8.(iv) of NIT Notice and Clause No. 1.3.1.4 of Bid Evaluation Criteria (Annexure - III) and it is mentioned that "Gas quantity mentioned against Kaikaluru EPS will be available either from Kaikaluru EPS or Lingala EPS as both locations are inter-connected." 2. Further to note that "Gas is available at on Fall back and As is Where is basis from all delivery points". Please refer Clause No. 5 & 12 of "Special Terms for Sale of Gas" (Annexure-II).
2	Auction Process Related	TENDER NO: LNGBL/PEC/C A- 17/M/G/2022		2. Let us know the road distance in Kms of fields SI. No. 3 to 8 to Sentini Cermica located at Chigurukota village.	Please Read "Custody Transfer Point (CTP) / Delivery Point with Coordinates" at TABLE in NIT as under: Ex-KKL EPS ( 16°25'25.03"N, 81° 8'49.34"E) Ex-Lingala GGS (16°28'24.48"N 81°10'12.39"E) Ex-MWP EPS (16°43'38.81"N 81°52'4.30"E) Ex-Nandigama EPS (16°17'18.14"N 81° 8'44.45"E) Ex-Kavitam EPS (16°36'28.20"N 81°45'57.45"E) Ex – WPGDA WHI (16°40'18.40"N 81°43'51.40"E) Ex-NPGDA WHI (16°42'32.67"N 81°46'30.28"E) Ex. Rangapuram WHI (16°33'56.90"N 82° 2'4.49"E)
3	Auction Process Related	TENDER NO: LNGBL/PEC/C A- 17/M/G/2022		3. Which are the wells having treated NG and which of those are delivered untreated ??	Please refer to Clause No. 2 and 5 of "Special Terms for Sale of Gas" (Annexure-II).
4	Auction Process Related	TENDER NO: LNGBL/PEC/C A- 17/M/G/2022		4. Any compression facility is provided by the developer for off-take of gas through CASCADES in any of the wells ??	Please refer to Clause No. 2 and 5 of "Special Terms for Sale of Gas" (Annexure-II).

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5	Auction Process Related	TENDER NO: LNGBL/PEC/C A-17/M/G/2022		5. What would be the gas availability profile in each year of the tenure of supply of 5 years ??	Gas availability is 'on Fall back and As is Where is basis from all delivery points' and as per Clause No. 4 of NIT and Clause No. 6 and 7 of "Special Terms for Sale of Gas" (Annexure-II).
6	Auction Process Related	TENDER NO: LNGBL/PEC/C A-17/M/G/2022		6. Do we have to submit application fee and covering letter in physical form at LNG Bharat office or can it be sent by courier to LNG Bharat ??	Please read Clause No. 12 of NIT as under: 12. Prospective bidders can download the tender document free of cost from m-junction eprocurement web-site <a href="https://eps.buyjunction.in/gasbidding">https://eps.buyjunction.in/gasbidding</a> . All Bidders have to pay a nonrefundable Tender application fee in the form of DD to LNG Bharat Pvt Ltd, Rajahmundry an amount of INR 25,000 per CTP to participate in the tender. Separate DD is required for each CTP, if Bidder participates for multiple CTPs (more than one CTP) along with details of CTP and Official email ID & Contact Number in a covering letter and physically submitted at LNGBL's office (LNG Bharat Pvt Ltd, Energy House, D.No. 85-17-03, All Bank Colony, Rajahmundry, Andhra Pradesh - 533103, India.) On receipt of Tender application fee, the Login Credential shall be shared by mjunction before the date of Bidder Training.
7	Auction Process Related	TENDER NO: LNGBL/PEC/C A-17/M/G/2022		7. What would be the time taken to get the Log in ID on submission of application fee and cover note ??	Prospective bidders can download the tender document free of cost from m-junction eprocurement web-site <a href="https://eps.buyjunction.in/gasbidding">https://eps.buyjunction.in/gasbidding</a> . All Bidders have to pay a nonrefundable Tender application fee in the form of DD to LNG Bharat Pvt Ltd, Rajahmundry an amount of INR 25,000 per CTP to participate in the tender along with details of CTP in a covering letter, to be submitted physically at the office of LNG Bharat Pvt Ltd. Rajahmundry. On receipt of Tender application fee, the Login Credential shall be shared by mjunction before the date of Bidder Training.
Bidder-2					

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1	Others			Request you to provide details of Gas Composition 1) percentage of methane 2) percentage of higher HC 3) Moisture content 4) H2S in ppm 5) Total sulphur content in ppm 6) Inerts in mole% 7) Co2 in mole%	Please see updated Gas Quality Specifications at 'Schedule C to Model GSA'

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Bidder-3						
1	RFQ Process Related	Introduction Table	3	Date of LNGBL's readiness to supply : Shall be intimated by ONGC/LNGBL at NOA	Tentative supply start date may be indicated CTP wise as the bidder can plan the operations at their end as the bidder should offtake the gas within 3months after issuance of NOA if any quantities won	1. Supply start date will be mentioned in NOA for each CTP. 2. Please refer to Clause No. 6 of NIT.
2	RFQ Process Related	Introduction Table	3	Name of field / location	Coordinates for the each CTP in the tender may be provided	Please Read as "Custody Transfer Point (CTP) / Delivery Point with Coordinates" at TABLE in NIT as under: 1. Ex-KKL EPS ( 16°25'25.03"N, 81° 8'49.34"E) 2. Ex-Lingala GGS (16°28'24.48"N 81°10'12.39"E) 3. Ex-MWP EPS (16°43'38.81"N 81°52'4.30"E) 4. Ex-Nandigama EPS (16°17'18.14"N 81° 8'44.45"E) 5. Ex-Kavitam EPS (16°36'28.20"N 81°45'57.45"E) 6. Ex – WPGDA WHI (16°40'18.40"N 81°43'51.40"E) 7. Ex-NPGDA WHI (16°42'32.67"N 81°46'30.28"E) 8. Ex. Rangapuram WHI (16°33'56.90"N 82° 2'4.49"E)
3	RFQ Process Related	5	4	The Natural gas delivery shall be as per Special Terms for Sale of Gas (Annexure-II). The prospective bidder will receive the gas on as is where is basis at a pressure of 1 to 3 kg/cm2 and make arrangement to evacuate Natural Gas from ONGC's installation to their respective plant/unit. The Natural Gas is available for sale from LNGBL/ONGC's readiness date indicated in above table.	Pressure range may be provided for each CTP	Pressure range mentioned in Tender is from 1 to 3 Kg/Cm2 for all CTPs.
4	RFQ Process Related	8.iii	4	If gas available, the successful bidder may be allocated up to maximum 1.5 times of the gas quantity mentioned at the respective CTP he is bidding for.	For Additional quantities over and above the Contracted Quantities may be priced at Reserve Gas price	Please read Clause No. 8. iii of NIT and respective clauses elsewhere in the tender document and Schedule B & D of GSA as under: If gas available, the successful bidder may be allocated upto maximum 1.5 times of the gas quantity mentioned at the respective CTP he is bidding for and such additional allocation of 50% during contract period will also be at same gas price i.e Reserve Price + Premium quoted by the bidder.

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5	RFQ Process Related	8.vi	4	<p>Bidder to provide a bid bond for INR 2 lacs in the form of Term Deposit Receipt (TDR) / BG at the time of submission of bid, which will be valid for six months and with a provision for pre-mature encashment in the name of "OIL &amp; NATURAL GAS CORPORATION LTD".</p> <p>(i) As tender application fee is INR 25,000 per CTP, It may be clarified whether bid bond of INR 2 lac is per CTP or per any no. of CTPs.  (ii) Validity/Expiry date of the Bid bond(Security Deposit) in the BG form may be clearly provided to the bidder for issuance of proper BG.</p>	<p>Please read Clause No. 8.vii as under:  Bidder to provide a bid bond for INR 2 lacs per CTP in the form of Term Deposit Receipt (TDR) / BG at the time of submission of bid. The validity / expiry date of the Bid Bond in the form of BG should be valid for a period of six months (180 days) from the date of Technical Bid Opening (TBO) and with a provision for pre-mature encashment in the name of "OIL &amp; NATURAL GAS CORPORATION LTD". The Bid bond shall be replaced with a Security deposit within Four weeks from the date of NOA. If the Security deposit is not submitted by the successful bidder, the bid bond shall be forfeited. The bid bond of unsuccessful bidders will be released after the award of NOA to successful bidder. The Security Deposit shall be for two weeks supply of Natural Gas based on the quoted /matched contract price and quoted quantity and RBI reference rate of the previous month of allocation (including applicable taxes &amp; duties).</p>	
6	Auction Process Related	10	5	<p>In the Price Bid, [Bid Schedule- Part-II (Price Bid)], the Bidder is required to quote premium (non-zero and positive) over reserve gas price in USD/MMBTU (up to two decimal places) under this tender. On completion of the initial price bid opening, e-Auction will be conducted by m-Junction for the premium portion as per DGH approved guidelines. Highest premium quoted in the initial price bid opening (e-tendering) becomes the minimum premium for e-auction</p>	<p>E-auction methodology may be detailed.</p>	<p>E-auction methodology will be uploaded in the mjunction portal</p>
7	Auction Process Related	12	6	<p>Prospective bidders can download the tender document free of cost from m-junction eprocurement web-site <a href="https://eps.buyjunction.in/gasbidding">https://eps.buyjunction.in/gasbidding</a>. All Bidders have to pay a non-refundable Tender application fee in the form of DD to LNG Bharat Pvt Ltd, Rajahmundry an amount of INR 25,000 per CTP to participate in the tender along with details of CTP in a covering letter.</p>	<p>Tender Application fee may be reduced or fixed at a certain value for the bidders who are interested to bid for multiple CTP's</p>	<p>No change. Please follow tender conditions.</p>

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8	RFQ Process Related	15	6	Bids sent without having the prescribed bidding documents of LNGBL / ONGC and without complying with the terms and conditions of Bidding Documents including BEC and special conditions for submitting the bids will be ignored.  Please clarify whether bids required to be uploaded on Mjunction portal or sent to LNGBL. It is requested to please clarify on the bid document upload process on the portal	Please refer to Clause No. 17 and 19 of NIT in the Tender Document for 'submission of Bid' in mjunction and 'Physical documents' at LNGBL's office in a sealed envelope.
9	RFQ Process Related	19.ii	6	The "Power of Attorney" consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender only.  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.	Accepted.
10	RFQ Process Related	7.2	10	Bids shall be submitted in the prescribed bid pro-forma as per appendices 1 to 16 of Annexure-I. The prescribed pro-forma at Appendices of Annexure I shall be duly filled and signed, should be uploaded. The bid and all the attached document should be digitally signed using digital signatures issued by an acceptable Certifying Agency (CA) as per Indian IT Act 2000 (as amended from time to time) before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.  It is requested to clarify on the type of DSC is acceptable such as a class III DSC or class II DSC etc.	Please read Clause No. 7.2 of 'Instructions to the Bidders (Annexure-I), as under: Bids shall be submitted in the prescribed bid pro-forma as per appendices 1 to 16 of Annexure-I. The prescribed pro-forma at Appendices of Annexure I shall be duly filled and signed, should be uploaded. The bid and all the attached document should be digitally signed using digital signatures of Class III DSC issued by an acceptable Certifying Agency (CA) as per Indian IT Act 2000 (as amended from time to time) before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.
11	RFQ Process Related	7.9	10	The bidder shall clearly indicate their legal constitution, like, 'Certificate of Incorporation' issued by Registrar of Companies (in case of Pvt. Ltd. and public Page   11 company), notarised partnership deed (in case of partnership firm), declaration on non-judicial stamp paper by the proprietor (in case of proprietorship firm), etc. and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.  It is mentioned that " person signing the bid shall state his capacity and also source of his ability to bind the Bidder", Bidder is already need to submit the POA in original, the requirement to state capacity and source of his ability may not be required. Hence, the same may be deleted.	No change. Please follow tender conditions.

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13	RFQ Process Related	Appendix-4, Annexure -1 - (D 5.1 & 5.2)	23	<p>5.1) Natural Gas would be first fully allocated to the bidder who has quoted the least number of days ("A") for off-take of Natural Gas from the date of NOA.</p> <p>5.2) If surplus Natural Gas is left after the allocation as provided in 5.1 above, then the balance Natural Gas available would be allocated to the bidder who has quoted next higher number of days ("A") for off-take of Natural Gas from the date of NOA and this process shall be repeated until all available Natural Gas is exhausted for allocation.</p>	<p>It is requested to please clarify on "surplus Natural Gas " as in 5.1 it is mentioned that the bidder with the least number of dates for off-take of Natural gas will get full allocation and each bidder has to quote for 100% of the available volume for each CTP and</p> <p>In Introduction Table - point no 4(Notes)- It is mentioned that the bidder may be allocated upto maximum 1.5 times of the gas quantity mentioned at the respective CTP he is bidding for.</p>	<p>Please note that Clause No. 5.2 of D under "Matrix for Bid Evaluation" (Appendix-4 of Annexure - I) and Clause No. 4.5.2 of BEC (Annexure-III) were deleted.</p>
14	RFQ Process Related	Appendix-4, Annexure -1 - (E 4)	25	<p>Post –Allocation: In case the overall production from any of the fields increases beyond the tendered quantity then the existing customers, shall be given priority.</p>	<p>Existing customer may be awarded with first right of refusal</p>	<p>Existing customers are the successful bidders in the subject Tender and Post Allocation is allocation after placing NOA. Please refer to Clause 7.0 of 'Bid Evaluation Criteria (BEC)' (Annexure-III) for Post Allocation.</p>
15	RFQ Process Related	Appendix-6, Annexure -1(3 & 4)	28	<p>3) Address of the location of the plant where Natural Gas is required: (For existing consumer &amp; the new industries can indicate the tentative location)</p> <p>4) Status of the Plant: Green field/ Brown field</p>	<p>The requested details cannot be provided by a marketer or reseller such as GAIL, hence it is requested to modify the requisite details to accommodate a marketer/reseller.</p>	<p>Resellers to submit details as per Clause 1.1.2 of "Bid Evaluation Criteria (BEC)" (Annexure-III).</p>
16	RFQ Process Related	Annexure II (5)	42	<p>The Natural Gas under the tender is from marginal nomination fields allocated to LNGBL under Production Enhancement Contract where production is small and fields are isolated and Natural Gas is at low pressures, therefore, the Natural Gas shall be made available ex-ONGC fence shall be as per Special Terms for Sale of Gas. It would be the responsibility of the bidder to make arrangement for evacuation of Natural Gas from fence of ONGC, installation/facilities for GDU &amp; MRU processing and CO2 &amp; H2S removal if applicable, including transportation and compression facilities, if any. It may include but not limited to the following</p>	<p>1. Whether any GDU facility/ treatment facilities are available for any of the fields/ CTP?, if so please provide details.</p> <p>2. Quality specification may be provided for each CTP</p>	<p>1. No. For further, please refer to Clause No. 5 of "Special Terms for Sale of Gas" (Annexure-II).</p> <p>2. Please see updated Gas Quality Specifications at 'Schedule C to Model GSA'</p>

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17	Business Related	Introduction of Seller and Buyer	67	SELLER delivered at Ex-Kaikalur EPS, .... ONGC Installations, Andhra Pradesh as a fuel in the facilities of the BUYER located in the state of ..	As GAIL is planning to participate as Reseller, it may not be possible to provide exact purpose of usage and location of Buyer's facilities. Hence, clause may be suitably modified considering Resellers.  Reseller is already mentioned in the said clause of Model GSA.	
18	Business Related	Article 6.01 - GSA	73	After commencement of actual gas off-take and after initial build-up period of 30 days, BUYER shall pay to the SELLER the higher of the following: a. Price for the actual quantity of Gas off-taken by BUYER or b. An amount equal to 80% of the monthly quantity on the basis of the DCQ , i.e., the Monthly Minimum Guaranteed Off-take(MMGO) charges.(under provisions of Article 5) Provided, however, that in case Gas available with SELLER is less than MMGO, then BUYER shall pay only for the actual supply	(i)As the Gas is supplied on as is where is basis and fall back basis without any commitment from the Seller, and Buyer also needs to compress the gas/establish other infrastructure, the Take or Pay obligation may removed and the entire gas may be supplied on RE basis (ii) if the above is not agreeable, Supply or Pay (80% on monthly basis) and Make up gas provisions may be provided on equitable basis.	No change. Please follow tender conditions.
19	Business Related	Article 13.01 - GSA	80	Seller shall raise an invoice on Buyer in Indian Rupees, on fortnightly basis for the gas delivered....	Timelines may be defined in GSA for raising fortnightly invoices by seller.	Please refer Model GSA at Clause No. 13.01 for Billing Period and 13.02 for Due Date for Billing Period.
20	Business Related	Article 13.04 - GSA	81	Interest on overdue payments shall accrue as of and including the Due Date for payment and ending on but excluding the date of payment. Delay in payment will attract interest @ State Bank of India (SBI) Base Rate plus 6% per annum compounded quarterly for each day payments are overdue until paid.	Interest may be charged on simple interest basis instead of compounded quarterly.	No change. Please follow tender conditions.
21	Business Related	Article 13.11 - GSA	81	In the event of dispute regarding billing and payment, BUYER agrees that all payments due hereunder shall be paid in full, without any set off or deduction, and shall be subsequently adjusted if so agreed by the Parties or, failing agreement within [60] days, matter shall be resolved in accordance with Article 16.	This clause may be deleted.	No change. Please follow tender conditions.
22	Business Related	Article 5 .05	73	During first 30 days from actual commencement of gas offtake by Buyer, there shall be no Min. ToP as per Article6	(i) As the Built up period is for 60 days, no ToP period for 30 days may be increased to 60 days, in case the gas can not supplied on RE Basis.	No change. Please follow tender conditions.



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23	Business Related	Article 4.04 - GSA	72	<p>The Gas pipeline from the Delivery Point shall be owned/arranged and maintained by the BUYER at his own risk and cost, in accordance with the natural gas pipeline safety and statutory regulations in force. The BUYER shall indemnify SELLER against any liabilities, causes, expenses, damages or losses as referred to in Article 24.01 herein. Provided further that the SELLER shall have no liability whatsoever for any claims/damage/loss arising out of any accident due to bursting/leakage/ any other damage to the BUYER's pipeline for whatever reason. The BUYER shall be strictly liable for any such accident and shall indemnify and hold harmless the SELLER against any liability whatsoever arising out of any claim / damages / loss arising out of accident due to bursting / leakage / any other damage to the BUYER's pipeline for whatsoever reason.</p>	<p>The clause may be modified as follows by adding phrases in bold, as those phrases are open ended :          "The Gas pipeline from the Delivery Point shall be owned/arranged and maintained by the BUYER at his own risk and cost, in accordance with the natural gas pipeline safety and statutory regulations in force. The BUYER shall indemnify SELLER against any liabilities, causes, expenses, damages or losses as referred to in Article 24.01 herein. Provided further that the SELLER shall have no liability whatsoever (may be deleted) for any claims/damage/loss arising out of any accident due to bursting/leakage/ any other damage to the BUYER's pipeline for whatever reason (may be deleted) except for the reasons attributable to the seller (may be added). The BUYER shall be strictly (may be deleted) liable for any such accident and shall indemnify and hold harmless the SELLER against any liability whatsoever arising out of any claim / damages / loss arising out of accident due to bursting / leakage / any other damage to the BUYER's pipeline for whatsoever reason (may be deleted) except for the reasons attributable to the seller (may be added)."</p>	No change. Please follow tender conditions.
24	Business Related	Article 11.01 - GSA	79	<p>Neither Seller nor Buyer shall be responsible for any failure or delay in fulfilling the relevant obligations under this Agreement, as a result of Force Majeure, except in relation to obligations of BUYER to make payments under the Agreement. The term "Force Majeure" shall mean unavoidable causes reasonably beyond the control and without the fault or negligence of either party such as acts of God or sabotage, fires, floods, cyclones, typhoons, earthquakes, wars (declared or undeclared), hostilities, invasion, blockades, riots, epidemics, quarantine restrictions, nationwide strikes, freight embargos, civil commotion or any order of Government, local authority having jurisdiction or anybody or person purporting to be or to act for such authority directly affecting the performance of this Agreement. In case of Force Majeure, the Parties agree to notify Force Majeure within forty-eight [48] hours of the occurrence</p>	<p>The clause may be modified as follows:          Neither Seller nor Buyer shall be responsible for any failure or delay in fulfilling the relevant obligations under this Agreement, as a result of Force Majeure except in relation to obligations of BUYER to make payments under the Agreement (may be deleted). The term "Force Majeure" shall mean unavoidable causes reasonably beyond the control and without the fault or negligence of either party such as acts of God or sabotage, fires, floods, cyclones, typhoons, earthquakes, wars (declared or undeclared), hostilities, invasion, blockades, riots, epidemics, quarantine restrictions, nationwide strikes, freight embargos, civil commotion or any order of Government, local authority having jurisdiction or anybody or person purporting to be or to act for such authority directly affecting the performance of this Agreement. In case of Force Majeure, the Parties agree to notify Force Majeure within forty-eight [48] hours of the occurrence</p>	No change. Please follow tender conditions.

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25	Business Related	Article 13.11 - GSA	81	In the event of dispute regarding billing and payment, BUYER agrees that all payments due hereunder shall be paid in full, without any set off or deduction, and shall be subsequently adjusted if so agreed by the Parties or, failing agreement within [60] days, matter shall be resolved in accordance with Article 17  This clause may be deleted.	No change. Please follow tender conditions.
26	Business Related	Article 13.12	82	LC to be submitted for 45 days gas supply value.  It may be reduced to 30 days gas supply value.	No change. Please follow tender conditions.
<b>Bidder-4</b>					
1	RFQ Process Related	11	5	DUE DATE AND TIME FOR TECHNICAL BID SUBMISSION OF PHYSICAL DOCUMENTS  Price Bid submission details are not separately mentioned like Technical Bid. Shall we submit the Price Bid along with Technical Bid for both Online and Physical Documents?	Please read Clause No. 17 as under: <span style="float: right;">17.Bid</span> (Both bids - Techno-Commercial Bid and Price Bid) must be submitted on or before 21 Oct 2022 at 1400 hrs (IST) in the m-junction's eprocurement system. Also please refer Clause No. 7, 11 and 19 of NIT Notice for further submission of Bids and Physical Documents.
2	Business Related		3	Ex-Kavitam EPS - 17,000 SCMD  We have been allotted the Kavitam EPS Field by ONGC up to 31 Mar 2024, on renewal basis. Initially allotted in the year 2013, there after due to issues with the Field, we have installed Gas Processing Unit to purify the CO2 (around 10%) contamination for a Total Investment Cost of Rs. 15 Cr. The Total Investment Cost is not yet recovered. Under these circumstances, we request you to extend the Field to us for some more time.	Not accepted.
<b>Bidder-5</b>					
1				Queries on GSA  Business day: should be defined in GSA as per our understanding, business Day" means a day on which banks of both the parties are open for business for payment point of view.	Please refer to Article 1 of Model GSA at Clause No. 1.02 for definition of 'Day'.
2		Cl 11.08		Force Majeure  Buyer should be relieved from any payment obligations during the Force Majeure.	No change. Please follow tender conditions.

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3		CI 13		Bid Bond & Security Deposit:  specifies about Billing & payment terms that invoices shall be raised fortnightly and payment due date would be 22nd of every Month for the supplies made during the first Fortnight and 7th of every succeeding Month for the supplies made during the second Fortnight of any Month. Normally, the payment due date is worked out considering 4 banking days in current domestic procurement and in spot transactions, while in the subject draft the specific dates are mentioned as payment due dates considering 4-5 banking days from the date of invoice. It will avoid any ambiguity in computing the due date.	No change. Please follow tender conditions.
4		CI 13.04		delay in payment shall attract interest @ SBI Base rate plus 6% per annum compounded quarterly for each day payments are overdue until paid. Interest to be charged should be simple interest or should be compounded annually.	No change. Please follow tender conditions.
5		CI 13.06 and 13.07:		it is mentioned that If either or both of Buyer's banks and/or Seller's banks are closed on the Due Date the payment will be made on the day previous to the aforesaid Due Date and If Buyer's banks and Seller's banks are closed for two consecutive days or more, any payment due on the first day shall be made on the day prior to the Due Date of payment and any payment due on the second day or following day shall be made on the first working day following such closure. Normally, if the payment due date is fallen on bank closed day the same shall be released on next working days.	No change. Please follow tender conditions.
6		CI 13.10:		As per para 13.10, In case of non-receipt of payment within due date, Seller shall recover the same from Letter of credit provided to seller. As interest on late payment is charged by seller, there should be some time allowance after due date instead of encashing the L/C immediately. Also intimation to buyer shall be given in case L/C is to be encashed.	No change. Please follow tender conditions.

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7		Cl 13.11:		In the event of dispute regarding billing and payment, BUYER agrees that all payments due hereunder shall be paid in full, without any set off or deduction, and shall be subsequently adjusted if so agreed by the parties or failing agreement within 60 days, matter shall be resolved in accordance with Article 16. It is proposed that payment shall be done only for undisputed amount, instead of full amount.	No change. Please follow tender conditions.
8		Point 12 of NIO:		Queries on NIO Tender application fee should be waived off as the same is not applicable for other tenders in the mjunction portal.	No change. Please follow tender conditions.
9				Please mention the pipeline connectivity from each delivery point connecting to national gas grid.	Please refer to "Coordinates mentioned against each CTP" for location of CTP and may further refer to Clause No. 5 & 12 of "Special Terms for Sale of Gas" (Annexure-II).
10		Notice Inviting Tender (NIT), Clause 11		Bid validity is to be upto 180 days from the date of opening of un-priced Bids. It is understood that the date of Opening of Unpriced Bid is 21.10.2022. Kindly Confirm.	Confirmed, subject to amendments, if any. Please further refer to amended Clause No. 8.(vii) of NIT Notice.
11		Annexure-II, Clause 17:	45	It is mentioned that the bid bond at the time of Bid Submission should be valid for at least six months plus thirty days from the date of opening of un-priced bids however as per Annexure-I, Clause 14.2: TDR (Term Deposit Receipt) of Rs 2 Lacs to be valid for Six Months. Exact Date of Validity of TDR may be clarified and provided.	ii) Please read Clause No. 17. (ii) as under: The bid bond at the time of Bid Submission should be valid for at least six months <del>plus thirty days</del> from the date of opening of un-priced bids.

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12		Annexure-I, Clause 16:		The documents as per Para 16.2.1 to 16.2.3 (TDR, POA and Integrity Pact) are to be submitted in physical form. Please Confirm that whether the Bid Schedule, Part-I (Technical Bid) along with other appendices and documents are also to be submitted in physical form or are they to be uploaded in portal only.	Please refer to Clause No. 17 & 19 of NIT and 16.0 of 'Instruction to the Bidders' (Annexure-I) in the Tender Document for 'submission of Bid' in mjunction and 'Physical documents' at LNGBL's office in a sealed envelope. Only following documents in physical form are to be submitted in a Sealed envelope to LNGBL's office: 1. The original bid bond in the form of Term Deposit Receipt(TDR), 2. The "Power of Attorney" consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender only. A notarised true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarised true copy shall not be accepted. 3. Integrity Pact: Bidders are requested to submit "integrity Pact"(Annexure-IV) duly signed in all pages by the same signatory who signs the bid along with other original documents (as listed above).
13		Annexure-I, Clause 26:		Notification of Award (NOA) : It is mentioned that, prior to the expiry of the bid validity period, LNGBL will notify the successful bidder in writing that its bid has been accepted and LNGBL shall issue the Notification of Award (NoA) to the successful bidder. Expected Date of NOA and Date of LNGBL's readiness to supply for each Custody Transfer Point (CTP) may be Provided.	1. Supply start date will be mentioned in NOA for each CTP. 2. Please refer to Clause No. 6 of NIT.
14		Appendix 4 of Annexure-I: B.1- 2.2:		Bidder to submit their project report indicating inter alia project details for evacuation and utilization of Natural Gas it has bid for. The project report should deliberate on Natural Gas evacuation & utilization in detail and establish round the clock requirement of fuel on continuous basis, for which bid is being made. Kindly clarify to whether it is mandatory to provide.	Yes. Brief project report is required.
15		Appendix 4 of Annexure-I: B.1- 4.0:		Certificate of Compliance Format may be provided.	Bidder is to provide the 'Certificate of Compliance' on his Letter Head stating that the "Turnover of the bidder is equal or more than the required value (based on Reserve gas price under the tender plus quoted premium / discount)" along with supporting documents towards turnover, as per Clause No. 2.4 of Bid Evaluation Criteria (BEC) Annexure-III.
16		Appendix 10 of Annexure-I: Checklist point No 8b:		Please Clarify the understanding that initially at the time of Bid Submission, Bid Bond as per Clause 14.2 of Annexure-I is to be submitted and if NOA is awarded then only security deposit is to be submitted post award of NOA.	Yes. Bid bond to be submitted at the time bid submission and Security deposit will be given post award of NOA

Sno	Type of Query	RFP Section No	RFP Page No	Query	Reply
17		Appendix 14 of Annexure-I:		Please Confirm that the Proforma for Letter of Credit (L/C) towards security deposit is to be submitted after NOA only before GSA Signing.	Bidder understanding is correct
18		Annexure II, Clause 2:		It is to be noted that the successful bidder(s) need to set up gas treatment facilities like Gas Dehydration Unit, Mechanical refrigeration, gas compression to comply with PNGRB specifications prior to transferring/delivering the gas to GAIL piping network. Approximate Cost and Details to arrive at approx. cost , pertaining to the same may be provided.	The bidders are requested to carry out their own survey.
19		Annexure II, Clause 6:		In case the Profile for availability of Natural Gas is less than 5 years, then buyer liabilities may be clarified.	Please refer Clause No. 6 in concurrence with Clause No. 7 of "Special Terms for Sale of Gas" (Annexure-II).
20		Appendix -3 of Annexure - II		"FOR LETTER OF CREDIT TO BE SUBMITTED TOWARDS PERFORMANCE SECURITY OF PAYMENT AGAINST NATURAL GAS" –Please Clarify if this document is required to be submitted along with initial Bid Submission.	Bid bond is required to submit at the time bid submission and Security deposit is required from successful Bidder after award of NOA.
21		Annexure-III, Clause 2.1:		Bid Security to be submitted in physical form: Please Confirm that Bid Security is Term Deposit Receipt (TDR) of Rs 2 Lacs which is to be submitted.	1. The bid bond (TDR) of INR 2 lacs per CTP. 2. Yes, the bidders understanding is correct. For further details, please refer Clause No. 8.(vii) & 19.0 of NIT Notice.
<b>Bidder-6</b>					
1		8vii	4	Bidder to provide a bid bond for INR 2 lacs in the form of Term Deposit Receipt (TDR) / BG at the time of submission of bid, which will be valid for six months and with a provision for pre-mature encashment in the name of "OIL & NATURAL GAS CORPORATION LTD" what will be the value of Security Deposit to be submitted after successful bidding	Please refer to Clause No.17 of "Special Terms for Sale of Gas" (Annexure-II) and also refer to Article 6.0 of Model GSA at Clause No. 6.11 & 6.12.

Sln o	Type of Query	RFP Section No	RFP Page No	Query	Reply	
2		12	6	All Bidders have to pay a non-refundable Tender application fee in the form of DD to LNG Bharat Pvt Ltd, Rajahmundry an amount of INR 25,000 per CTP to participate in the tender along with details of CTP in a covering letter.	We want to bid for 8 nos. of CTPs . Whether separate DDs need to be made or can we club all Tender Application fee in one DD	Please read Clause No. 12 of NIT as under: 12. Prospective bidders can download the tender document free of cost from m-junction eprocurement web-site <a href="https://eps.buyjunction.in/gasbidding">https://eps.buyjunction.in/gasbidding</a> . All Bidders have to pay a nonrefundable Tender application fee in the form of DD to LNG Bharat Pvt Ltd, Rajahmundry an amount of INR 25,000 per CTP to participate in the tender. Separate DD is required for each CTP, if Bidder participates for multiple CTPs (more than one CTP) along with details of CTP and Official email ID & Contact Number in a covering letter and physically submitted at LNGBL's office (LNG Bharat Pvt Ltd, Energy House, D.No. 85-17-03, All Bank Colony, Rajahmundry, Andhra Pradesh - 533103, India.) On receipt of Tender application fee, the Login Credential shall be shared by mjunction before the date of Bidder Training.
3		Appedix-4 2.2	20	Bidder to submit their project report indicating inter alia project details for evacuation and utilization of Natural Gas it has bid for. The project report should deliberate on Natural Gas evacuation & utilization in detail and establish round the clock requirement of fuel on continuous basis, for which bid is being made	We will be the reseller of gas - can you please elaborate what are the points to be covered in the project.	Please refer to Clause No. 1.2 of 'Bid Evaluation Criteria' (Annexure-III) in concurrence with Clause No.1.(ii), 8, 9, 10 & 11 of "Special Terms for Sale of Gas" (Annexure-II) and accordingly, Bidder is to submit the Project Report.
4		17, A, i	45	Unconditional Irrevocable Bank Guarantees (BGs) {two separate BGs each covering 1 (one) week of cost of gas quantity quoted}	Can you elaborate meaning of two separate BGs to be submitted and its values	Please refer to Clause No.17 of "Special Terms for Sale of Gas" (Annexure-II) and also refer to Article 6.0 of Model GSA at Clause No. 6.11 & 6.12.
			44	bid schedule - part -II (price bid) bullet point number 2 & 3	The bidder has to quote a non zero and positive premium over the reserve gas price in USD / MMBTU. The reserve gas price is the "domestic gas price" notified by MOPNG every 6 months. What will be the reserve gas price incase the MOPNG stops notifying the the domestic gas price (APM).	The present Gas price is as per 'Formula' and periodic revision of prices under 'New Domestic Natural Gas Pricing Guidelines, 2014' by Director General of Petroleum Planning and Analysis Cell (DG PPAC) under the Ministry of Petroleum and Natural Gas. In case, new guidelines are issued by Govt of India, same shall be followed for deriving the gas price.
Bidder-7						
				Suppose the successful bidder does not submit the security deposit after NOA or does not submit performance BG after signing GSA or discontinues the GSA before five years i.e., before expiry of GSA, then 2nd highest bidder has to be allocated that gas qty.	Please refer to Clause No.4.8.0, 4.8.1, 4.8.2 & 4.8.3 of "Bid Evaluation Criteria (BEC)" (Annexure-III).	