

Pre bid query response: RFP No. ONGC/RFP/Crude Oil/KG-DWN-98/2/04

Name of the Bidder: Bidder 1

RFP

SI no.	Type of query	RFQ Section	Page No.	Relevant section	Bidder Query	ONGC's Response
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.	ONGC does not agree with the submission of the bidder. ONGC has supplied crude oil from this block to various prominent domestic refiners. ONGC has not received such response from other buyers. 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:	Please change to "Nominated month of supply"	Bidder's request cannot be agreed to

				"month of supply...."		
4	RFQ process related	3.4.1	8	mandatory documents submission	Request to waive off submission of mandatory documents as the same documents were submitted in earlier auctions conducted by ONGC. Alternatively, declaration mentioning there is no change in the documents can be submitted.	Bidder's request cannot be agreed to
5	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.
6	RFQ process related	8.1.5	13	Start and Last date of Technical and Price bid submission	Request to change start and last date of Technical and price bid submission from 27th to 29th November 2024	Bidder's request cannot be agreed to but bidder may please refer Amendment 1
7	RFQ process related			Apendix 2 & 3	Content of Point 1 of Apendix 2 and point 1 of Apendix 3 is same. Also Point 2 of Apendix 2 can be made part of Apendix 3. Please review.	Point noted. May be considered in the following tenders, if any. For this e-tender, Bidder's request cannot be agreed to.
8	RFQ process related			Apendix 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

9	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
10	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
COSA						
SI no.	Type of query	RFQ Section	Page No.	Relevant section	Bidder Query	ONGC's Response
11	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	ONGC does not agree with the submission of the bidder. ONGC has supplied crude oil from this block to various prominent domestic refiners. ONGC has not received such response from other buyers. 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.
12	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

13	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 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 does not agree with the submission of the bidder. ONGC has supplied crude oil from this block to various prominent domestic refiners. ONGC has not received such response from other buyers. 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.
14	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
15	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

16	Business Related	9.2 (b) (vi)	13	Buyer Nomination of vessel	Considering limited numbers of vessels available with sole shipper (SCI) for coastal movement, it is not feasible to commit/indicate available vessel 15 days in advance which can meet the firm 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
17	Business Related	9.2 (c)	14	Buyer Nomination of vessel	Considering limited vessel availability 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 reliever seller from demurrage payment if consumed loading laytime is higher than allowed laytime. Seller should be liable to pay demurrage for 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.	Bidder's request cannot be agreed to
18	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

19	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
20	Business Related	9.7 a(ii)	15	Arrival of Vessel	Reason for restrictiong NOR tendering time to 1100 HRS. At ports where night berthing is not allowed, NOR is allowed to tender NOR during daylight hours generally 1600HRS. Please clarify.	Due to complex operations at offshore, if NOR is tendered after 11 hours, time window to complete operations during daylight hours may be missed
21	Business Related	9.7 d (i)	16	Vacation of berth	Please replace '4 hours' with '2 hours'.	Bidder's request cannot be agreed to
22	Business Related	9.8 a	17	Laytime	Please replace '48 running hours' with '36 running hours' Request to modify the cluase 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 any cargo size less than 55TMT, laytime will remain as 36 hours.	Bidder's request cannot be agreed to

23	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
24	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
25	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
26	Business Related	9.8 d(ii)	18	Demurrage	The demurrage rate will be as per CP / COA. In the proposed clasue there is caping for demurrage (USD 20000 PDPR). However as per our COA for Aframax it is hire amt and occassionally we are taking Afra cargo from ONGC.	Bidder's request cannot be agreed to

27	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 aligned 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
28	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
29	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
30	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.
31	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
32	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

33	Business Related	Schedule G	61	Benchmark Price	Pricing shall average of Brent during the month of nomination	Bidder's request cannot be agreed to
34	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