Pre-bid queries against tender for sale of crude oil from Malleswaram EPS		
Sl. No.	Query	Reply
1	AT POINT 5 UNDER LIST OF 44 DOCUMENTS REQUIRED - BID SECURITY AT POINT 16 UNDER LIST OF 44 DOCUMENTS REQUIRED - PROFORMA FOR BANK GUARANTEE TOWARDS BID SECURITY – APPENDIX 12 OF ANNEXURE I Q: FOR WHICH POINT, OUR BID SECURITY DOCUMENT IS TO BE UPLOADED?	Bidder may submit the Bid Security against both the points
2	AT POINT 28 UNDER LIST OF 44 DOCUMENTS REQUIRED - CA CERTIFICATE OF COMPLIANCE FOR COMMERCIAL CRITERIA AT POINT 41 UNDER LIST OF 44 DOCUMENTS REQUIRED - FORMAT FOR CERTIFICATE OF COMPLIANCE TO BE ISSUED BY CA – ANNEXURE IX Q: FOR WHICH POINT, DOCUMENT IS TO BE UPLOADED?	Bidder may submit the CA certificate against both the points
3	AT POINT 29 UNDER LIST OF 44 DOCUMENTS REQUIRED - CORPORATE GUARANTEE (IF SUPPORTED BY SUPPORTING COMPANY) AT POINT 42 UNDER LIST OF 44 DOCUMENTS REQUIRED - FORMAT FOR CORPORATE GUARANTEE TO BE PROVIDED BY SUPPORTING COMPANY – ANNEXURE X Q: FOR WHICH POINT, DOCUMENT IS TO BE UPLOADED?	Bidder may submit the Corporate Guarantee against both the points
4	Q: BID SECURITY AMOUNT IS TO BE DEPOSITED AS FIXED IN SAMPLE CALCULATION OR ANY OTH	Bid Security amount is to be calculated according to the quantity quoted by the bidder in line with the sample calculation illustrated in the tender document.
5	Q: PLEASE DEFINE FORMAT OF PREMIUM TO BE FILLED IN PERCENTAGE OR ANY OTHER FORMAT	Positive non zero premium in % terms upto 2 decimal places
6	Q: WHAT IS CORPORATE GUARANTEE FORM AND HOW SHALL WE GIVE THE SAME? Is this mandatory to submit?	Corporate Guarantee is to be submitted if the bidder does not qualify against the commercial criteria on their own. In case the bidder takes the assistance of a supporting company to qualify against the criteria, then the corporate guarantee is to be obtained from the supporting company in this format and submit the same.
7	PAGE NO. 58 Authorisation letter from one of the Directors of Supporting Company authorising the signatories to execute the corporate guarantee, (duly certified by the Company Secretary of the Supporting Company). Q: AUTHORISED SIGNATORIES OF SUPPORTING COMPANY WILL BE AUTHORISED BY ONE OF THE DIRECTORS OF SUPPORTING COMPANY AND THE SAME WILL BE CERTIFIED BY COMPANY SECRETARY OF THE SUPPORTING COMPANY.	Corporate Guarantee is to be submitted if the bidder does not qualify against the commercial criteria on their own. In case the bidder takes the assistance of a supporting company to qualify against the criteria, then the corporate guarantee is to be obtained from the supporting company in this format and submit the same. The format so submitted has to be signed by authorized signatories. There should be an additional document signed by the directors authorizing the signatory which is certified by the company secretary.
8	(PAGE NO. 58) A certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding company to establish the relationship and equity percentage holding between bidder and the supporting company. Q: PLEASE DEFINE THE CERTIFICATE FOR ABOVE?	Corporate Guarantee is to be submitted if the bidder does not qualify against the commercial criteria on their own. In case the bidder takes the assistance of a supporting company to qualify against the criteria, then the corporate guarantee is to be obtained from the supporting company in this format and submit the same. The supporting company should hold more than fifty percent of the paid up equity share capital of the bidder either directly or through intermediate subsidiaries. This certificate is to establish the said relationship and equity percentage.
9	NET WORTH CERTIFICATE AND TURNOVER CERTIFICATE IS TO BE PROVIDED SEPARATELY OR ANY OTHER FORMAT?	The net worth and turnover certificate is to be provided in the format annexed in the tender document by the CA.
10	CAN WE SEND SFMS BANK GUARANTEE FOR BID SECURITY INSTEAD OF E BANK GUARANTEE?	In case bidder is unable to provide e-BG, SFMS based bank guarantee can also be accepted by ONGC. However, whenever a bidder submit SFMS based BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS based BG
11	APPENDIX 9 OF ANNEXURE III POINT NO. 5 Q: IS THERE MANDATORY TO SUBMIT PROJECT REPORT ALONG WITH DETAILS OF QUANTITIES PROCURED OF CRUDE OIL IN THE PAST 3 YEARS?	Project report is mandatory. Crude oil procurement details should be submitted, if available.

12	APPENDIX 9 OF ANNEXURE III POINT NO. 7 Q: IS THERE MANDATORY TO SUBMIT ANALYSIS OF THE END PRODUCTS ALONG WITH PROPOSED END USE OF CRUDE OIL. (GIVING ONLY BRAND NAMES ARE INSUFFICIENT)	Yes, it is mandatory.
13	APPENDIX 9 OF ANNEXURE III POINT NO. 23 Q: IS THERE MANDATORY TO SUBMIT AGREEMENT FOR NOT TAKING ANY DEVIATIONS / EXCEPTIONS OF THE NIO DOCUMENT. IF YES, PLEASE SEND US FORMAT FOR THE SAME.	There is no specific format for this agreement. It may simply be agreed on letter head and signed by authorized signatory.

Queries post pre-bid conference		
Sl. No.	**Query**	**Reply**
1	Where to find out Basic Benchmark Price? Is this to be followed for preceding month at the time of supply?	Price of the Benchmark Crude oil (i.e. Dated Brent) is publised by S&P Global Commodity Insight and is available to the subscribers of their Online Portal. Price shall be applicable as per Appendix-2 of Annexure-II
2	Can we submit SFMS Bank Guarantee? because there is mostly E-BG rejected due to technical reasons.	E-BGs given in the format and manner as provided in the Tender document (RFP) are normally not rejected and this system is being followed by ONGC for quite some time. In order to ensure better management of security deposits, bidders are requested to submit security deposit through e-BG only. SFMS bank guarianttes are generally accepted only in cases where bidder is unable to provide e-BG. However, whenever a bidder submit SFMS based BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS based BG
3	Please send Bank Details for SFMS Bank Guarantee?	Bank:- State Bank of India Branch: BANDRA KURLA COMPLEX BRANCH Branch Code: 04380 Branch Address: C/6, G-Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051 ONGC Account No.: 30061117039 IFSC : SBIN0004380 MICR code : 400002157
4	To which Address of ONGC, the Bank Guarantee is to be issued?	Head Sales, ONGC Mumbai ONGC, NBP Green Heights C-69, Bandra Kurla Complex Road Opposite to MCA Club Bandra (E), Mumbai 400051
5	What is there to filled in Block Name on Page No. 39? Please send full address of location with Pin Code on Page No. 1	Malleswaram block of Rajahmundry Asset

6	Can Common Director of two companies apply from both companies?	Not allowed. In case the same person is holding post of Director in 02 difference companies, in all probability he /she will have common knowledge about day to day affairs of the said companies. In such situation, he/she will have knowledge of all the particulars of Bids submitted by both the companies and as such provision of Integrity Pact may be attracted in such eventuality. It is pertinent to mention that in most of the similar cases ONGC is considering the said action as violation of Integrity Pact. Furthermore, the GeM GTC (*which is being followed by ONGC in most of the procurement cases done through GeM*) considers this situaiton as a ground for rejection. The relevant provision of GeM GTC is as under: *One Bid per Bidder* *A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies.* ***Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified****. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:* *i. individual or proprietorship format and/or* *ii. a partnership or association of persons format and/or* *iii. a company format* *Whereby,* *· A company shall for this purpose include any artificial person whether constituted under the*
7	Is there mandatory to submit Corporate Guarantee? Because Our company meets financial criteria i.e. average turnover and positive net worth	If company meets financial criteria on standalone basis, corporate guarantee is not required.
8	Is there mandatory to submit Project Report along with details of quantities procured of Crude Oil in the past 3 Years (On Page No. 93 at Point No. 5 of Appendix 9 of Annexure III)	Project report is mandatory. Crude oil procurement details should be submitted, if available.
9	Is there mandatory to submit Analysis of the End Products along with proposed end use of Crude Oil? (Page No. 94 at Point 7 of Appendix 9 of Annexure III)	Yes, it is mandatory.
10	Is there mandatory to submit Agreement for not taking any deviations / exceptions of the NIO Document? (On Page No. 96 at Point 23 of Appendix 9 of Annexure III)	There is no specific format for this agreement. It may simply be agreed on letter head and signed by authorized signatory.
11	Under List of 44 Documents, there are the documents repeated to upload, Please clarify? Point No. 5 and Point No. 16, for submitting Bid security Point No. 28 and Point No. 41 for submitting Certificate of Compliance Point No. 29 and Point No. 42 for submitting Corporate Guarantee	Bidder may submit the Bid Security against both the points Bidder may submit the CA certificate against both the points Bidder may submit the Corporate Guarantee against both the points

12	In view of the ongoing geopolitical uncertainties and the unpredictable war situation, we would like to propose the implementation of a cap on the Brent Crude price for the purpose of commercial evaluation and contract execution. Our suggestion is that if the prevailing Brent Crude price exceeds the agreed cap during the contract period, the capped Brent Crude price should be considered as the maximum applicable price for cost calculations. This approach would provide greater certainty and stability for both parties. Such a mechanism offers the following benefits: It enables the seller to continue production without interruptions caused by extreme fluctuations in crude oil prices. It provides the buyer with a clear upper limit for costing and budgeting, thereby reducing financial uncertainty. It creates a fair and balanced commercial framework that protects the interests of both buyer and seller during periods of exceptional market volatility. Additionally, we would like to request an extension of the bid submission deadline. We are scheduled to receive the sample on 23 July, after which we will require sufficient time to conduct a thorough technical evaluation and study before submitting our final offer. Therefore, we kindly request that the submission date be extended accordingly.	Not acceptable
13	We want to pay Bid Security through SFMS Bank Guarantee. There are some issues to proceed the same detail as under: 1. Is the below address correct to mention in Bank Guarantee as under: The Asset Manager, ONGC , Rajahmundry Asset, Office of Surface Manager Godavari Bhavan, ONGC, Rajahmundry Asset, Rajahmundry, East Godavari, Andhra Pradesh – 533106 If there is another address to mention, so, we request to send full address with Pin Code. 2. Can we submit SFMS Bank Guarantee because E-BG is sometimes rejected due to technical reasons. 3. Please send BANK DETAILS for SFMS Bank Guarantee.	1) No. Mention the following address: Head Sales, ONGC Mumbai ONGC, NBP Green Heights C-69, Bandra Kurla Complex Road Opposite to MCA Club Bandra (E), Mumbai 400051 2) Refer Sl. no. 2 above 3) Bank:- State Bank of India Branch: BANDRA KURLA COMPLEX BRANCH Branch Code: 04380 Branch Address: C/6, G-Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051 ONGC Account No.: 30061117039 IFSC : SBIN0004380 MICR code : 400002157
14	Bid extension	Accepted

Pre-bid queries against tender for sale of crude oil from Malleswaram EPS		
S.No.	**Query**	**Reply (from Corp Legal)**
1	Our company has one director out of two who is also one of the director in another company that is also proposing to participate in the sametender. However, the two companies cater to different geographical markets and have independent business operations. Our company caters to theNorth Market, whereas the other company caters to the East Market.	Not allowed. In case the same person is holding post of Director in 02 difference companies, in all probability he /she will have common knowledge about day to day affairs of the said companies. In such situation, he/she will have knowledge of all the particulars of Bids submitted by both the companies and as such provision of Integrity Pact may be attracted in such eventuality. It is pertinent to mention that in most of the similar cases ONGC is considering the said action as violation of Integrity Pact. Furthermore, the GeM GTC (*which is being followed by ONGC in most of the procurement cases done through GeM*) considers this situaiton as a ground for rejection. The relevant provision of GeM GTC is as under: *One Bid per Bidder* *A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies.* ***Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified*** *. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:* *i. individual or proprietorship format and/or*

Queries post pre-bid conference		
Sl. No	**Query**	**Reply**

1	In view of the ongoing geopolitical uncertainties and the unpredictable war situation, we would like to propose the implementation of a cap on the Brent Crude price for the purpose of commercial evaluation and contract execution. Our suggestion is that if the prevailing Brent Crude price exceeds the agreed cap during the contract period, the capped Brent Crude price should be considered as the maximum applicable price for cost calculations. This approach would provide greater certainty and stability for both parties. Such a mechanism offers the following benefits: It enables the seller to continue production without interruptions caused by extreme fluctuations in crude oil prices. It provides the buyer with a clear upper limit for costing and budgeting, thereby reducing financial uncertainty. It creates a fair and balanced commercial framework that protects the interests of both buyer and seller during periods of exceptional market volatility. Additionally, we would like to request an extension of the bid submission deadline. We are scheduled to receive the sample on 25 July, after which we will require sufficient time to conduct a thorough technical evaluation and study before submitting our final offer. Therefore, we kindly request that the submission date be extended accordingly.	Not Acceptable
2	Bid extension	Accepted

Pre-bid queries against tender for sale of crude oil from Malleswaram EPS		
S.No.	**Query**	**Reply**
1	It is requested that the Bid Security requirement may kindly be rationalized by prescribing a fixed lump sum amount of INR 15 Lakhs, considering that the bidding process is scheduled to be concluded within approximately 15–20 days. The present quantity-linked Bid Security results in substantial blockage of working capital during a relatively short bid evaluation period, particularly for MSMEs and emerging industries. A reasonable fixed Bid Security would continue to adequately safeguard ONGC against bidder withdrawal or non-compliance during the bidding process, while improving liquidity, encouraging wider participation, increasing competition, and enabling greater participation from MSMEs and genuine end users, thereby resulting in a more competitive procurement process without compromising ONGC's interests.	Cannot be accepted
2	We request to kindly omit the ' mark-up of 3% on benchmark price' from bid security calculation.	Cannot be accepted
3	The Agreement provides that the Contract shall remain valid for two years or until availability of crude oil, whichever is earlier, and the Monthly Nominated Quantity (MNQ) shall be communicated by ONGC based on availability. It is requested to kindly clarify whether the Buyer shall receive a reasonable minimum assured allocation during the Contract Period, except in cases of Force Majeure or reservoir-related constraints. In the event of prolonged reduction in allocation, ONGC may kindly provide advance intimation and allocate the available quantity in a fair and transparent manner among all buyers.	Yes, the buyers shall receive quantities on pro-rata basis of the allocation if there is a decline in production below the allocated quantities, except in cases of Force Majeure or reservoir related constraints. In the event of prolonged reduction in allocation, ONGC may kindly provide advance intimation and allocate the available quantity in a fair and transparent manner among all buyers.
4	Considering the prevailing geopolitical uncertainties and extraordinary volatility in international crude oil markets, kindly clarify whether, in the event of any abnormal increase in Benchmark Brent prices arising due to war, international sanctions, geopolitical conflicts, or other force majeure events materially impacting global crude oil prices, the parties may mutually discuss and review the pricing mechanism to ensure continued commercial viability, maintain the long-term sustainability of the contract of the contract.	During extraordinary circumstances, ONGC shall submit the representation received from buyers and take necessary actions in line with approvals received from internal management.
5	Considering that the Benchmark Price is based on international Dated Brent quotations, which already reflect prevailing global market conditions including geopolitical risks, kindly clarify the commercial rationale for applying an additional fixed Mark-up of 3% over the Benchmark Price. It is requested that ONGC may consider reviewing or rationalizing the 3% Mark-up, particularly during periods of exceptionally high Benchmark Brent prices.	The mark-up has been fixed based on the existing market price realized by ONGC. Therefore the request cannot be accepted.
6	Kindly clarify whether shortfall in Minimum Guaranteed Offtake arising due to planned maintenance shutdown, emergency plant breakdown, statutory shutdown, or other operational emergencies at the Buyer's facility shall be exempt from Take-or-Pay obligations, provided the Buyer promptly notifies ONGC. Further, such shortfall may kindly be permitted to be made up in subsequent months/quarter, subject to availability of crude oil, without levy of Take-or-Pay charges.	Cannot be accepted. However, the buyer is allowed to make up for the shortfall in the subsequent months of the quarter.
7	It is requested to kindly clarify that the Take-or-Pay obligation shall not be applicable for any shortfall arising due to reasons beyond the Buyer's reasonable control, including but not limited to reduction in Monthly Nominated Quantity by Seller, Seller's operational constraints, loading restrictions, statutory restrictions, transportation disruptions, Force Majeure events, or any other circumstances not attributable to the Buyer. Such quantities may kindly be excluded while computing the Minimum Guaranteed Offtake and Shortfall Quantity.	Cannot be accepted. MMGO shall be applicable except if there is a reduction in Monthly Nominated quantity or any other issues communicated by the seller.
8	The RFP stipulates Payment Security equivalent to the gross value of one month's (30 days) allocated crude oil supply. However, since invoices are raised on a weekly basis and payments are required at regular intervals (within 07 days after invoice issuance) during the month, ONGC's outstanding receivable exposure is substantially lower than one month's (30 days) allocation. It is therefore requested that the Payment Security requirement may kindly be rationalized to the gross value of 15 days' allocated crude oil supply, including applicable taxes and duties. This would sufficiently safeguard ONGC's payment risk while improving working capital efficiency and reducing financing costs for the Buyer, without adversely affecting ONGC's commercial interests.	Cannot be accepted.
9	In view of the evolving global geopolitical environment, including armed conflicts, international sanctions, disruption of global crude oil supply chains and shipping routes, it is requested that the definition of Force Majeure may be elaborated to expressly cover war and associated geopolitical events occurring outside India which materially affect the performance or commercial execution of the Contract. It is further requested that, upon occurrence of such events, both parties may mutually discuss appropriate contractual measures, including temporary suspension, extension of timelines, or other equitable relief, to ensure continuity and commercial sustainability of the Agreement.	Cannot be accepted. During extraordinary circumstances, ONGC shall submit the representation received from buyers and take necessary actions in line with approvals received from internal management.
10	Since termination is permitted after Force Majeure exceeding two months, kindly clarify whether parties shall first explore mutually acceptable extension before termination.	If Force Majeure is accepted and the situation may be remedied, there may be extension subject to approval from management.

11	Kindly clarify that transportation restrictions, Government prohibitions and statutory embargoes affecting crude movement shall qualify as Force Majeure where beyond Buyer's reasonable control.	Any Force Majeure claim has to be supported by documentary evidence which shall then be examined by an internal committee and approved by our management. Any unsatisfactory claims will be rejected.
12	The Agreement requires issuance of a Notice of Dispute and subsequent discussions between authorized representatives. It is requested to kindly identify the designated office, postal address, email ID and the competent authority authorized to receive contractual notices, represent ONGC during dispute resolution proceedings, and take binding commercial decisions under the Agreement. In view of ONGC's multi-tier organizational structure comprising Asset, Installation, Marketing and Corporate functions, such clarification will avoid delays arising from communication being addressed to an incorrect authority and ensure effective implementation of the dispute resolution mechanism.	Any dispute is to be raised at the Asset level who shall raise it to the Corporate level. Subsequent communication shall be made from the concerned teams as applicable.
13	In order to ensure operational stability and uninterrupted execution of the Agreement, it is requested that ONGC may kindly clarify that initiation of dispute resolution proceedings or issuance of a Notice of Dispute shall not, by itself, constitute a ground for suspension or discontinuation of crude oil supplies. Both parties shall continue to perform their respective contractual obligations during the pendency of dispute resolution proceedings, except in cases involving payment default of undisputed dues, fraud, material breach, statutory prohibition, or Force Majeure. Such clarification would safeguard the Buyer's manufacturing and downstream business continuity while simultaneously enabling ONGC to maintain uninterrupted production, evacuation planning and operational efficiency.	As long such disputes do not hamper the receivables/payments, there may be no suspension/termination.
14	Kindly clarify whether shortfall in Seller supply during any month may be adjusted in subsequent months subject to operational availability.	Subject to availability of quantity, the Buyer can make up for the shortfall quantity accrued during the corresponding Financial quarter (April to June, July to September, October to December or January to March) on first in first out (FIFO) basis. In case Buyer fails to make up for the same within the financial quarter, his right to make up shall lapse at the end of the financial quarter. However, buyer can make up for the shortfall quantity in any month only after uplifting the minimum guaranteed offtake quantity of that month.
15	Kindly clarify whether scheduled maintenance shutdowns of Seller facilities shall be notified to Buyers sufficiently in advance wherever possible.	Any such scheduled maintenance shall be intimated to the buyers in advance wherever possible.
16	Kindly clarify whether termination for payment default shall only apply after expiry of the contractual notice period and failure to remedy the default.	In case of delay by Buyer beyond 4 weeks after notice, ONGC may terminate the Crude Offtake and Sale Agreement without further notice. However, the supply shall be suspended as soon as there is payment default and TOP obligations may be applicable until termination.
17	Since specifications are indicative, kindly clarify whether crude supplied shall reasonably conform to the indicative specifications and any material deviation shall be communicated in advance to Buyer.	ONGC shall endeavour to reasonably conform to the indicative specifications as per the tender document. However there shall be no advance communication regarding quality as per conditions of the tender/agreement.
18	Kindly clarify whether Buyer's authorized representative may witness sampling whenever feasible and obtain sample for internal testing.	Prior to the participation, bidders may be allowed to obtain a sample from the field for internal testing at your end.
19	Kindly clarify that quantity measurement carried out at Seller's custody transfer point shall be jointly witnessed by authorized representatives wherever practicable.	As mentioned in the tender document, Quantity & quality certification shall be carried out jointly by authorized ONGC representative and Buyer representative at Seller's location.
20	Kindly clarify whether Buyer shall be provided measurement details along with weekly invoices.	Invoices contain quantitative details, price, value and applicable taxes
21	Kindly clarify whether raising a bona fide invoice dispute shall not be construed as payment default for the disputed amount while undisputed amount is paid within due date.	Payments are to be made in full, even for disputed amount, until the dispute is settled.
22	Kindly clarify the applicable interest rate for delayed payment and whether the same shall apply only on undisputed outstanding dues.	Interest Rate shall be applicable as per the tender document for all invoiced dues.

Queries post pre-bid conference

Sl. No	Query	Reply
1	With reference to the pre bid meeting held and the confirmation from tender authority regarding non availability of detailed analysis report of the subject crude, we request an extension of 14 days on the current bid submission date for detailed analysis, 3rd party lab testing at SGS Mumbai (only facility available for crude oil analysis). This takes ample time for transport of the sample. Kindly consider.	Accepted

Pre-bid queries against tender for sale of crude oil from Malleswaram EPS (post pre-bid conference)			
S.No.	**Clause**	**Query**	**Reply**
1	MMGO	Include price review and Force Majeure relief for abnormal market conditions.such as now	Abnormal conditions shall be covered in Force Majeure clause and any relief shall be subject to management's approval. The conditions cannot be included in tender/agreement. Not acceptable.
2	Price formula	if can Add extraordinary market price review mechanism.	Any relief under Force Majeure shall be subject to management's approval and cannot be included in tender/agreement as a separate clause. Not acceptable
3	ONGC supply guarantee	Include minimum monthly supply commitment by ONGC.	Not acceptable
4	COSA signing within 15 days	Extend to 30 days	Not acceptable
5	Bid validity (210 days)	Reduce to 90–120 days	Not acceptable
6	Extend the bid submission	requested for 15 days extension of bid submission	Accepted

Pre-bid queries against tender for sale of crude oil from Malleswaram EPS (post pre-bid conference)		
S.No.	**Query**	**Reply**
1	Sought extension of bid submission to evaluate sample	Acceptable
2	Sought lab contact details for assay evaluation	1) Intertek 2) IIP Dehradun 3) Bureau Veritas 4) AmSpec
3	Kindly clarify whether ONGC proposes to incorporate any price review, renegotiation, or risk-sharing mechanism in case of extraordinary geopolitical events leading to abnormal fluctuations in crude oil prices during the contract period.	Abnormal conditions shall be covered in Force Majeure clause and any relief shall be subject to management's approval. The conditions cannot be included in tender/agreement. Not acceptable.
4	Can ONGC consider calculating Bid Security and Performance Security on the basis of the previous financial year's average crude oil price or any other normalized benchmark instead of the prevailing abnormal reserve price? This would reduce unnecessary financial exposure arising solely from temporary market disruptions.	Not acceptable. The Security deposit and Payment Security are based on the ongoing market prices.
5	(i) Whether wars or geopolitical conflicts occurring outside India are covered under the Force Majeure clause. (ii) Whether indirect impacts such as sharp crude price escalation, disruption of global supply chains, sanctions, or shipping restrictions would also qualify as Force Majeure events.	Any Force Majeure claim has to be supported by documentary evidence which shall then be examined by an internal committee and approved by our management. Any unsatisfactory claims will be rejected.
6	Kindly specify the maximum timeline within which disputes raised by either party shall be examined and decided by the competent authority under the contract	Refer Article 24 of the model Agreement at Annexure III. There are no fixed timelines and the resolution shall be subject to the approval of management.
7	Can ONGC consider incorporating a balanced commercial risk-sharing mechanism whereby both parties jointly address unforeseen global events instead of placing the entire burden on one contracting party ?	Not acceptable.
8	Kindly clarify whether any special relief, relaxation, or support mechanism is available for MSME bidders in the event of extraordinary geopolitical situations, Force Majeure events, or abnormal crude oil price volatility.	All terms and conditions in the NIO shall apply to all categories of bidders, unless mentioned specifically.
9	Can ONGC introduce a provision for review or rebalancing of the contract if crude oil prices increase or decrease beyond a specified percentage due to events beyond the control of either party, ensuring fairness and continuity of supplies?	Not acceptable.
10	Bid extension	Accepted

Pre-bid queries against tender for sale of crude oil from Malleswaram EPS (post pre-bid conference)		
Sl. No.	**Query**	**Reply**
1	Sought assay report	Not acceptable. Bidder is requested to collect a sample from the field and carry out their own analysis.
2	Sought two week extension	Accepted
3	**Clarification on documents** SL NO - 28 (CA Certificate of compliance for commercial criteria) SL NO-29 (Corporate Guarantee (if supported by supporting company) SL NO-41 (Format for certificate of compliance to be issued by CA - Annexure - IX) SL NO-42 (Format for corporate Guarantee to be provided by Supporting company-Annexure X) If SL NO- 21 TO 27 & NON JUSTICIAL STAMP PAPER PRINT COPY should be notarized	CA has to certify that your company meets the commercial criteria in the format provided in Annexure IX. If your company does not satisfy commercial criteria, you may take corporate guarantee from a supporting company. The format for such corporate guarantee is at Annexure X. Notarized copies are required wherever mentioned specifically in the tender document. Unless specifically requested, documents signed by the authorized signatory shall suffice.