

Clarifications to GSPA uploaded on 29 December 2022

13 January 2023

Please refer to RIL and BPEAL's Notice Inviting Offer ("NIO") dated 29 December 2022 and GSPA uploaded on 29 December 2022 ("GSPA") for sale of Gas from Gas Fields in Block KG-DWN-98/3 ("KG D6").

Following clarifications are provided with respect to queries on the GSPA uploaded on 29 December 2022 from prospective Bidders, which shall be read together with GSPA and Addendum-1 to GSPA:

Sr. No.	Clarification	Clause Reference
1	<p>(a) The reason for including "Government Official" in the definition of "Associated Person" is that the term Associated Person is used in clause 25 (Anti Bribery). Anti-Bribery provisions are mandatory for all contracts to be executed by the Sellers.</p> <p>(b) Seller and its Affiliates have businesses in various jurisdictions, there are certain legal/statutory obligations which Seller has to comply with while entering into any contract irrespective of the jurisdiction in which the contract has to be performed and hence the proposed changes cannot be made to the definition of Bribery Acts.</p> <p>(c) The Take or Pay obligation provision(s) is changed to Quarterly Basis. Suitable Amendments shall be issued.</p>	Clause 2: Definition & Interpretation
2	<p>(a) For change in Use of Gas, buyers may refer Clause 4 of the GSPA, wherein it is mentioned that Buyers request shall not be unreasonably withheld by the Seller.</p>	Clause 4: Scope
3	<p>(a) PIL has already confirmed for the operating conditions in its pipeline. A letter dated 19.09.2019 from PIL during our first tranche of bidding is attached as Annexure I.</p>	Clause 6: Quantities

Sr. No.	Clarification	Clause Reference
4	<p>(a) The Gas Price is revised as higher of:</p> <ul style="list-style-type: none"> i. Lower of (PPAC Gas Price Ceiling and JKM +V) and ii. Floor Price <p>PPAC Gas Price Ceiling, JKM and Floor Price as defined in GSPA. Suitable addendum shall be issued.</p>	Clause 7: Gas Price
5	<p>(a) As mentioned in Sr no. 1 (c) the Take or Pay obligation is revised to 90% of the Quarterly Offtake Quantity from 90% of the Monthly Offtake Quantity. Suitable addendum shall be issued.</p> <p>(b) As mentioned in Clause 10, the credit of Make Up Gas shall be applied in the same order in which the Make Up Gas was accrued.</p> <p>(c) No separate provision for nomination of Make Up Gas is provided to ensure that Make Up Gas is supplied by Sellers and taken by Buyers at the first available opportunity.</p>	Clause 10: Take or Pay Obligations
6	<p>(a) At the time of execution of GSPA, aggregator / reseller can notify the Sellers in writing, details of its downstream customer including its captive consumption facility with DCQ of 0.2 mmscmd or above to whom the gas purchased by such aggregator/reseller under the GSPA shall be supplied. With respect to such aggregator/reseller, provisions of Clause 14 (Planned Maintenance) and Clause 15 (Force Majeure) shall also be applicable to facility of such notified downstream customer or captive consumption facility to the extent of its DCQ.</p> <p>(b) If required and requested by Buyer prior to GSPA execution, Buyer can designate up to an aggregate of thirty (30) days of Planned Maintenance for Buyer's Facility or Transporter's Facility during each Contract Year commencing at the end of Commissioning Period in which case Sellers can also designate Planned Maintenance of up to thirty (30) days for</p>	Clause 14: Planned Maintenance

Sr. No.	Clarification	Clause Reference
	Seller's Facility. Such Planned Maintenance shall be scheduled in accordance with provisions of Clause 14.	
7	(a) As per existing provision of law, CST @2% or Zero (against submission of C form or I Form respectively) will be levied on supply of gas from Andhra Pradesh (AP) to Buyers outside AP if buyer can provide relevant tax forms and full CST equivalent to applicable VAT rate in AP in case if Buyer is unable to provide such tax forms.	Clause 20: Taxes and Duties
8	(a) Seller's right to reduce the DCQ of any Contract Month in Exhibit 1 (b) is amended as below: "Sellers shall have the right to decrease the DCQ up to 20% for any Contract Month by providing at least thirty (30) days' prior written notice to the Buyer before the commencement of such Contract Month, provided that such decrease should not result in DCQ being less than (___) MMBtu per Day [<i>insert value = 80% of DCQ (in MMBtu per Day) mentioned in table above</i> "] Suitable amendment shall be issued	Exhibit 1: Daily Contract Quantity
General Clarification	(a) Capitalized terms and abbreviations used in this Clarification dated 12 January 2023 shall have the same meanings as set forth in the RFP & GSPA. (b) At the time of signing of GSPA if requested by Buyer, Seller shall offer a Stabilization period from the Start Date up to 31 March 2023 during this period Clause 10 of GSPA shall not be applicable.	

All queries have been reviewed and relevant clarifications/addendums have been issued. Except the addendums and clarifications as notified, all other terms and conditions of GSPA remain unchanged. In case of any conflict between the clarifications and GSPA uploaded on 13 January 2023, the provisions of the GSPA uploaded on 13 January 2023 shall prevail.

Annexure I



Corporate Office: Unit 804, 8th Floor, A Wing, One BKC, Plot C- 66, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051.
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19.09.2019

To,

Reliance Industries Limited,
Building No. 6, 1st Floor, D-Wing
Thane Belapur Road,
Ghansoli, Navi Mumbai – 400701

BP (Exploration) Alpha Limited
71 & 73, 7th Floor, 2nd North Avenue,
Maker Maxity, Bandra Kurla Complex
Bandra (E), Mumbai - 400051

Dear Sir,

Please refer to your mail seeking confirmation of the operating conditions in PIL Pipeline for delivery of Gas into PIL Pipeline at the delivery point i.e. Entry Point of PIL Pipeline at Gadimoga, Andhra Pradesh.

In this regard the following is hereby confirmed.

- (i) The acceptable pressure range shall be 40 to 60 Barg.
- (ii) The acceptable temperature range shall be maximum of 45 to 55 deg C, corresponding to the acceptable pressure range.

Yours' sincerely

(Mahesh Shedbal)

Head – Customer and Contracts Management

Pipeline Infrastructure Limited
(Formerly known as Pipeline Infrastructure Private Limited)
CIN: U60300MH2018PLC308292

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