

## Clarifications to “GSPA uploaded on 03 February 2023”

15 February 2023

Please refer to RIL’s Notice Inviting Offer (“NIO”) and Request for Proposal No. RFP/CBM/2023/001 (“RFP”) dated 03 February 2023 for sale of CBM from SP (West) – CBM-2001/1 Block (“Block”).

Pursuant to queries received from prospective bidders relating to GSPA uploaded on 03 February 2023, RIL hereby issues following clarifications and an amended GSPA has been uploaded as “GSPA uploaded on 15 February 2023” (“GSPA”).

Sr. No.	Clarification	Clause of GSPA
1	(a) The number of Days in Recovery Period definition (b) is changed to seven (7) Days. Suitable Amendments shall be issued.	Clause 2: Definition & Interpretation
2	(a) Sample Gas composition is attached as <b>Annexure I</b> to this clarification.	Clause 4: Scope
3	(a) Under the terms of RIL's CBM Contract, Government of Madhya Pradesh (if it so desires) has the option to take in kind CBM in lieu of royalty payments due to it. Therefore, Seller's supply obligations under the GSPA are subject to availability of Gas after first supplying Gas to Government of Madhya Pradesh.  (b) RGPL has already confirmed for the operating conditions in its pipeline. A letter dated March 10, 2021 from RGPL is attached as <b>Annexure II</b> .  (c) The delivery point conditions of Seller and RGPL pipeline are aligned as per above referred RGPL letter.	Clause 6: Quantities
4	(a) The Take or Pay obligation provision(s) is changed to Quarterly Basis. Suitable Amendments shall be issued.	Clause 9: Take or Pay Obligations
5	(a) If at the time of execution of GSPA, aggregator / reseller notifies the Seller 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	Clause 13 & 14:

Sr. No.	Clarification	Clause of GSPA
	such aggregator/reseller under the GSPA shall be supplied then with respect to such aggregator/reseller, provisions of Clause 13 (Planned Maintenance) and Clause 14 (Force Majeure) shall also be applicable to facility of such notified downstream customer or captive consumption facility to the extent of its DCQ.	Planned Maintenance & Force Majeure
6	<p>(a) Only Letter of Credit as per format provided in Exhibit 5 of the GSPA shall be accepted as payment security under Clause 16 of the GSPA. No other form of payment security like Bank Guarantee, Corporate Guarantee, etc shall be accepted under the GSPA.</p> <p>(b) It is clarified that in Clause 16 (d), the renewal of SBLC for a further period of 90 days is provided to cover for payments for last fortnight invoices, supplies made during recovery period, submission of statutory forms and any outstanding obligations, etc.</p>	Clause 16: Security
7	a) As per existing provision of law, CST @ 2% (against submission of C form) will be levied on supply of Gas from Madhya Pradesh (MP) to Buyers outside MP if buyer can provide relevant tax forms and full CST equivalent to applicable VAT rate in MP will be levied in case if Buyer is unable to provide such tax forms.	Clause 19: Taxes and Duties
General Clarification	(a) Capitalized terms and abbreviations used in this Clarification dated 15 February 2023 shall have the same meanings as set forth in the RFP & GSPA.	

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 15 February 2023, the provisions of the GSPA uploaded on 15 February 2023 shall prevail.

**Annexure I**

**Sample Gas Composition of CBM**

<b>S. No.</b>	<b>Component</b>	<b>Mol %</b>
1	Methane (C1)	96
2	Ethane (C2)	0.3
3	Propane (C3)	<0.01
4	i-Butane (iC4)	<0.01
5	Other hydrocarbons	<0.001
6	Nitrogen (N2)	1.4
7	CO2	2.3
8	Hydrogen Sulphide	ND*

\*ND – Not detected

## Annexure: II

### Letter from RGPL



March 10, 2021

To  
**Reliance Industries Limited**  
Building No 6.1<sup>st</sup> Floor, D-Wing  
Thane-Belapur Road, Ghansoli  
Navi Mumbai-400701

Dear Sir,

We refer to your email dated 10<sup>th</sup> March'2021 seeking confirmation on operating conditions in SHPPL for delivery of Gas at Exit Point at Phulpur, Uttar Pradesh. to HVJ pipeline for onward transportation of Gas.

In this regard we would like to clarify as below:

Query	Response
Gas that Seller makes available to Buyer hereunder shall be made available at the Delivery Point at an operating pressure not less than 20 Bar g - Must be acceptable to the Transporter (SHPPL) under its GTA	The Operating Pressure conditions at Delivery Point are acceptable to RGPL (transporter)
Pressure at redelivery point should match or higher than the operating pressure of connecting HVJ/JHBDPL. RGPL to deliver Gas at Phulpur at requisite pressure as per tie in agreement between two parties to enable injection of gas in HVJ/JHBDPL. (Clause 6). Further, gas not offtaken by the buyer due to constraints at RGPL's/RIL's end not to be treated as buyer's default as it is beyond Buyer's control.	RGPL will deliver Gas at Phulpur as per its Tie-In Agreement with GAIL.

Yours faithfully,  
For and on behalf of  
**Reliance Gas Pipelines Limited**

A handwritten signature in blue ink, appearing to read "mmarkhede".

**Milind Narkhede**