

Clarifications to Request for Proposal No. RFP/RJ-ON-90/1/2021/1

Please refer to Vedanta limited, Notice Inviting Offer ("NIO"), Request for Proposal No. RFP/RJ-ON-90/1/2021/1 ("RFP") dated 15th February 2021 for Sales of Natural Gas from Oil and Gas Fields in Rajasthan (Block RJ-ON-90/1)

Following clarifications are provided with respect to queries on the Request for Proposal No. RFP/ RJ-ON-90/1/2021/1 ("RFP") from prospective Bidders:

Sr. No	Section of RFP	Clarification
1.	Section 1.1: Introduction Point 1.3	Total gas available for sale revised to 4.3 MMSCMD
2.	Section 1.2: Details of the gas	Sales Gas Quantity offered: 4.3 MMSCMD
3.	Section 1.2: Details of the gas	Pricing formula (\$/MMBtu): LNG WIM - 0.20 + P, where P can be a non-negative number represented up to two places of decimal
4.	Section 1.3.1: Pre-qualification	Document upload for Technical Evaluation: D. Initial Bank Guarantee (please refer Section C – Form C4) with validity till 30-June-2021 G. Documents supporting Bidders appointment as CGD/ self-declaration from aggregators Bidders shall be required to separately send the Original Copy of Bank Guarantee along with the Hard copies of documents uploaded to Vedanta's office before the last date as indicated in Clause 1.3.4. Addressed to: Head – Natural Gas Marketing Vedanta Limited (Cairn Oil & Gas), ASF Tower A, 362-363, Jwala Mill Rd, Phase IV, Udyog Vihar, Sector 18, Gurugram – 122016
5.	Section 1.3.4: Schedule for e-auction	Updated schedule attached for reference on the next Page.
6.	Section 3.1: Price bid Point 3.1 (i) Starting Price bid	The starting price bid for the bidding process shall be 0.00 . Each Bidder shall be required to enter bids that are higher than or equal to the starting price bid. Any bids lower than such starting price bid shall not be accepted by the system.
7.	Section 3.1: Price bid Point 3.1 (ii) Ticker size for price bid	Only upward increments of the price bid shall be allowed and it cannot be decreased. The minimum increment ticker size for the price bid shall be 0.02 , and the Bidder can only increase its previous price bid in multiples of the ticker size defined.

8.	Section 3.1: Price bid Point 3.1 (iii) Price Formula	<p>A. Gas Sales Price applicable under the GSA, rounded to three (3) decimal places shall be calculated as lower of:</p> <p>a) LNG WIM - 0.2 + "P"</p> <p>Where</p> <p>i. "Platts LNG WIM" for any month shall be equal to the value of DES West India up to three (3) decimal places published under the category "Previous month average" below the heading "Daily Cumulative Averages and Monthly Averages" [Platts Code AAWIC03] in United States Dollar ("USD") per MMBTU on GCV basis under the S&P Global Platts LNG Daily available for the last publication day of the month immediately preceding to the month during which Sales Gas shall be delivered. For example, the Platts LNG WIM for the month of April 2021 can be referred to in the Platts LNG Daily Report dated 31st March 2020 under "Previous month average".</p> <p>ii. "P" shall be a non-negative premium in US\$/ MMBTU (GCV basis) to be quoted.</p> <p>b) Twelve and Half Percent (12.5%) multiplied by the Average Brent Price</p> <p>Where,</p> <p>"Average Brent Price" for any month shall be the arithmetic average up to three (3) decimal places of the mean values of the high and low assessments of the benchmark crude oil "Dated Brent" (Platts Code: PCAAS00) as published in "Platts Crude oil Marketwire" in United States Dollar ("USD") per barrel for each Day of the immediately preceding month to the month during which Sales Gas shall be delivered.</p> <p>B. Notwithstanding the value calculated above, the Sales Gas Price for any month shall not be lower than Three United States Dollars per MMBTU on GCV basis.</p>
9.	Section 3.3: Volume	<p>(i) Total Volume put for auction: A total volume of 4.3 MMSCMD that would be made available for bidding;</p> <p>(ii) Minimum Volume bid: The minimum volume that a Bidder can bid for as starting volume is 0.01 MMSCMD</p>
10.	Form C4	<p>Bank Guarantee format for Initial Security Deposit</p> <ul style="list-style-type: none"> • Updated BG Format attached for reference • Please note that the BG should be valid till 30-June 2021.

Section 1.3.4: Schedule for e-auction

With Reference to Vedanta Notice Inviting Offer (NIO) dated 15th February, 2021 for Sales of Natural Gas from Rajasthan fields in block RJ-ON-90/1, all the interested bidders are requested to note that the Bidding Schedule given under **Clause 1.3.4** of the Request for Proposal No. RFP/RJ-ON-90/1/2021/1 is revised as under:

Sr. No.	Activity	Date
1.	Publishing NIO, RFP, GSA	February 15, 2021
2.	Last date for submission of technical queries	February 27, 2021
3.	Pre-bid meeting	March 09, 2021
4.	Bidder training	March 10-12, 2021
5.	Last date for submission of documents under pre-qualification process (Technical Bid Due Date)*	March 16, 2021
6.	Last date for submission of physical copy of BG	March 17, 2021
7.	Notification to technically qualified Bidders	March 19, 2021
8.	E-Auction training sessions	March 19 - 20, 2021
9.	E-Auction date	March 22, 2021 (IST 11:30 hours)
10.	Allocation results – Intimation to successful Bidders	March 23, 2021
11.	Signing of Gas Sales Agreement	Within 5 days from auction end date

*Hard copies of documents to be received by 17th March.

Other terms and conditions of aforementioned NIO and RFP shall remain unchanged

FORM C4

Bank Guarantee format for Initial Security Deposit

No

To,
Vedanta Ltd.
ASF Tower A
362-363, Jwala Mill Rd,
Phase IV, Udyog Vihar,
Sector 18, Gurugram – 122016.

Kind attention: Head – Natural Gas Marketing

Sir,

1. In consideration of the offer for natural gas through exclusive e-auction by Vedanta Ltd., a body corporate established under the laws of the India, and having its registered office at 1st Floor, Wing “C”, Unit No. 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai – 400 093, India, and corporate office at ASF Centre, Tower A, 362-363, Jwala Mill Road Phase IV, Udyog Vihar, Sector 18, Gurgaon 122016 Haryana, India (hereinafter referred to as “Company”, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns) ,..... Name of the Bidder) having its registered office/principal place of business at _____(address of the Bidder) (hereinafter referred to as the "Bidder" initially and once succeeded in the Bid referred to as "Purchaser" which term shall unless excluded or repugnant to the subject or context include its legal representatives, successors and permitted assigns in case of company) being required to furnish Earnest Money Deposit (EMD) [INR/USD] _____ (in figures & words) for the purpose of participating in the Bid and the said EMD to be converted to Security Deposit till the submission of performance bank guarantee under the gas sales contract (Contract) as may be entered into between the Company and the Purchaser as per the terms of the Request for Proposal RFP/RJ-ON- 90/1/2021/1.
2. We, _____, (Name of the bank) registered under the laws of _____, having head / registered office at _____ (hereinafter referred to as the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay to the Company (or if the Bank has accepted the assignment of the benefit of this bank guarantee to any third party pursuant to Clause 4 of this bank guarantee then to that third party) within twenty four (24) hours after receipt by the Bank of a demand complying with the requirements of this bank guarantee on first demand in writing any / all moneys to the extent of [INR/USD] _____ (in figures & words) without any demur, reservation, recourse, contest or protest and without any reference to the Bidder/Purchaser. Any such demand made by Company on the Bank by serving a written notice, shall be conclusive and binding, without any proof whatsoever, as regards to the amount due and payable, notwithstanding any dispute (s) pending before any court, tribunal, arbitrator or any other authority and / or any other matter or thing whatsoever, as Bank’s liability under these presents being absolute and unequivocal. For the purposes of this Clause 2 “business day” means a day on which commercial banks are

open for business in [mention city of the bank branch]. Bank hereby agree and acknowledge that this guarantee is irrevocable and continues to be enforceable until it is fully and finally discharged by Company in writing or [insert date] (Expiry date of BG) whichever is earlier. This bank guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Bidder/Purchaser and shall remain valid, binding and operative against the Bank within the validity of bank guarantee.

3. The Bank also agrees that Company at its option shall be entitled to enforce this bank guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder/Purchaser and notwithstanding any security of other guarantee that Company may have in relation to the Bidder's/Purchaser's liabilities.
4. The Company shall have the fullest liberty without reference to the Bank and without affecting this guarantee to postpone at any time or from time to time the exercise of all or any of its powers and rights under arrangement made with the Bidder/Purchaser, and the Bank shall not be released from this guarantee by any arrangement between the Company and the Bidder/Purchaser or any alteration thereof made with or without the consent of the Bank or by exercise or non-exercise by the Company of all or any of its powers and rights against the Bidder/Purchaser, or any other forbearance, act of omission on the part of the Company or indulgence granted by or on behalf of the Company to the Bidder/Purchaser, which under the law relating to surety ship would but for this provision have the effect of releasing the Bank from their obligations under this guarantee .
5. The Bank further agrees that the bank guarantee herein contained shall remain in full force till it is validly discharged by the Company or [insert date] (Expiry date of BG) whichever is earlier, and all dues of Company under or by virtue of this Contract have been fully paid and all its claims satisfied or discharged or till Company discharges this bank guarantee in writing or (Expiry date of BG) , whichever is earlier.
6. The bank guarantee shall not be discharged by any change in Bank's constitution, constitution of Company or that of the Bidder/Purchaser or change in appropriate laws.
7. The Bank confirms that this bank guarantee has been issued with observance of appropriate laws of [insert country name].
8. The Bank also agrees that this bank guarantee shall be governed and construed in accordance with [insert country name]. laws and subject to the exclusive jurisdiction of Delhi courts.
9. All charges, fees, commission and other costs shall be to the account of the Bidder/Purchaser. Failure of the Bidder/Purchaser to make such payments shall not in any way affect the bank's obligation under this bank guarantee and Company shall be paid the money due to it under this bank guarantee without any deduction.
10. Notwithstanding anything contained hereinabove:
 - (i) Bank's liability under this bank guarantee is limited to [INR/USD] _____ (in figures & words) and Bank's guarantee shall remain in force until [insert date].

- (ii) Any claim under this bank guarantee must be received by Bank before the 1 year from the date of expiry of this bank guarantee i.e. [insert date]. If no such claim has been received by us by the said date, the right of Company under this bank guarantee will cease.
- (iii) Any letter from the Company to the Manager of [insert full branch address] branch of the rank, under the seal of Company shall be deemed to be sufficient and valid demand for payment under this bank guarantee.
- (iv) The Bank undertakes not to revoke this bank guarantee before the expiry of this bank guarantee including during extension period, if any.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this [insert date] day of [insert month], [insert year] at [insert place of execution]

(Signature)

Full name and official address
with bank stamp
Attorney as per power of
Attorney No.....
Dated

WITNESS No. 1

(Signature)

Full name and official address
with bank stamp

WITNESS No. 2

Notes

- 1. To be executed as deed.