

Addendum No-2

26th August 2022

With Reference to Vedanta Notice Inviting Offer (NIO) dated 12th August 2022 for Sale of Associated Natural Gas from KW-2 Well Pad, all interested bidders are requested to note that the Bidding Schedule given under Clause 1.3.4 of the Request for Proposal No. RFP/KW-2/2022/1 is revised as under:

A. The schedule for e-auction process has been given below:

Sr. No.	Activity	Date
1.	Publishing NIO, RFP, GSA	12 th August 2022
2.	Last date for submission of technical queries	24 th August 2022
3.	Pre-Bid Meeting	26 th August 2022
4.	Last date for submission of documents under pre-qualification process (Technical Bid Due Date)	30 th August 2022
5.	Last date for submission of original BG along with the SFMS confirmation.	01 st September 2022
6.	Notification to technically qualified Bidders	02 nd September 2022
7.	E-Auction training sessions	02 nd & 03 rd September 2022
8.	E-Auction date	05 th September 2022
9.	Allocation results – Intimation to successful Bidders	05 th September 2022
10.	Signing of Gas Sales Agreement	Within 10 days from auction end date

B. Certain changes in the provisions have been incorporated in the GSA, mark up and clean copy of GSA has been uploaded on the Mjunction Portal.

C. Below clarification is also provided with respect to Request for Proposal No. RFP/KW-2/2022/1.

S. No.	Section of RFP	Clarification
1	Section 1.2 (Serial no. 5) Start Date*	01 st April 2023
2.	Section 1.2 (Serial no. 6) Duration of Gas offered*	31 st March 2026

3.	Section 1.2 (Serial no. 6) Obligation Provisions*	<ul style="list-style-type: none"> • Reasonable Endeavour for Sellers • Firm basis with provision of Take Or Pay and Make Up Gas for Buyer
4.	Clause 1.3.1.5 (Serial no. iv) Document upload for Technical Evaluation	Initial Security Bank Guarantee (Please refer Section C - Form C4) with validity till 31 st March 2023 along with the delivery report of the SFMS Confirmation.
5.	Form C2:	Please refer to the updated Form C2
6.	Form C3:	Please refer to the updated Form C3
7	Form C4:	Please refer to the updated Bank Guarantee in this addendum with change in BG Validity date till 31 st March 2023.

*For details, please refer to the GSA

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

FORM C2

**Declaration by the Bidder Registered as an End User
(Facility, Consumption, Evacuation Plan and Commercial Details)**

<On Bidder Company's Letterhead>

To,
Chief Marketing Officer
Vedanta Limited (Cairn Oil & Gas),
ASF Tower A, 362-363, Jwala Mill Rd,
Phase IV, Udyog Vihar,
Sector 18, Gurugram – 122016.

Subject: Form C2 Declaration for RFP No. RFP/KW-2/2022/1

Dear Sir,

We, (Customer to specify its exact legal name) having our registered office at and our principal place of business at do hereby confirm the following:

Sl. No.	Particulars	Details to be furnished by Bidder
1.	Name and location of the gas consumption facility (existing / proposed)	
2.	Purpose of gas consumption	
3.	Average gas marketed in FY'21 and FY'22	MMSCMD
4.	Average gas planned to be marketed in FY'23	MMSCMD
5.	Evacuation method to offtake gas from Delivery Point (details / schematic to be attached with this form)	

For, [.....]

Authorized Signatory

Name of the Authorized Signatory:

Designation:

(Company Seal)

FORM C3

Declaration by the Bidder Registered as an Aggregator / Marketer / CGD

(Gas Demand Profile, Evacuation Plan and Commercial Details)

<On Bidder Company's Letterhead>

To,
Chief Marketing Officer
Vedanta Limited (Cairn Oil & Gas),
ASF Tower A, 362-363, Jwala Mill Rd,
Phase IV, Udyog Vihar,
Sector 18, Gurugram – 122016.

Subject: Form C Declaration for RFP No. RFP/KW-2/2022/1

Dear Sir,

We, (Customer to specify its exact legal name) having our registered office at and our principal place of business at do hereby confirm the following:

Sl. No.	Particulars	Details to be furnished by Bidder
1.	Average gas marketed in FY'21 and FY'22	MMSCMD
2.	Average gas planned to be marketed in FY'23	MMSCMD
3.	Gas consumption sectors	
4.	Evacuation method to offtake gas from Delivery Point (details / schematic to be attached with this form)	

For, [.....]

Authorized Signatory

Name of the Authorized Signatory:

Designation:

(Company Seal)

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: Chief Marketing Officer

Sir,

1. In consideration of the offer for natural gas exclusively through 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 its Oil and Gas 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 "Buyer" 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 25,00,000 (Twenty Five lakhs only) 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 Buyer as per the terms of the Request for Proposal RFP/KW-2/2022/1.
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 25,00,000 (Twenty Five lakhs only) without any demur, reservation, recourse, contest or protest and without any

reference to the Bidder/Buyer. 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 Delhi. 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 31st March 2023 whichever is earlier. This bank guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Bidder/Buyer and shall remain valid, binding and operative against the Bank.

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/Buyer and notwithstanding any security of other guarantee that Company may have in relation to the Bidder's/Buyer's liabilities.
4. The benefit of this bank guarantee may be assigned, charged or transferred by the Company to any person, company, bank or other institution to which the benefit of the Contract is assigned in accordance with its terms only when the prior written consent of Bank is obtained (which shall not be unreasonably withheld). The Bank shall be given written notice of any such assignment in advance. However, Bank reserve the right at any time to refuse payment of or to reject documents presented bearing reference to any country, entity or individual that may be the subject of any boycott, sanction or embargo imposed by any laws, executive orders or regulations of the government and/or authorities of India or other countries ("applicable restrictions"). Further, this bank guarantee may not be assigned or transferred to any person or entity that is the subject of any boycott, sanction or embargo under any applicable restrictions.
5. 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/Buyer, and the Bank shall not be released from this guarantee by any arrangement between the Company and the Bidder/Buyer 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/Buyer, 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/Buyer, 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 .
6. The Bank further agrees that the bank guarantee herein contained shall remain in full force till it is validly discharged by the Company or 31st March 2023, 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, whichever is earlier.
7. The bank guarantee shall not be discharged by any change in Bank's constitution, constitution of Company or that of the Bidder/Buyer or change in appropriate laws.

8. The Bank confirms that this bank guarantee has been issued with observance of appropriate laws of India.
9. The Bank also agrees that this bank guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of Delhi courts.
10. All charges, fees, commission and other costs shall be to the account of the Bidder/Buyer. Failure of the Bidder/Buyer 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.
11. Notwithstanding anything contained hereinabove:
 - (i) Bank's liability under this bank guarantee is limited to INR 25,00,000 (Twenty Five lakhs only) and Bank's guarantee shall remain in force until 31st March 2023
 - (ii) Any claim under this bank guarantee must be received by Bank before the 60 days from the date of expiry of this bank guarantee i.e., 31st March 2023. 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 Bank, 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.

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)

(Signature)

Full name and official address
with bank stamp

Full name and official address
with bank stamp

Attorney as per power of
Attorney No.....
Dated

WITNESS No. 1

WITNESS No. 2

Notes

1. To be executed as deed.

Details for Copy of SFMS Confirmation

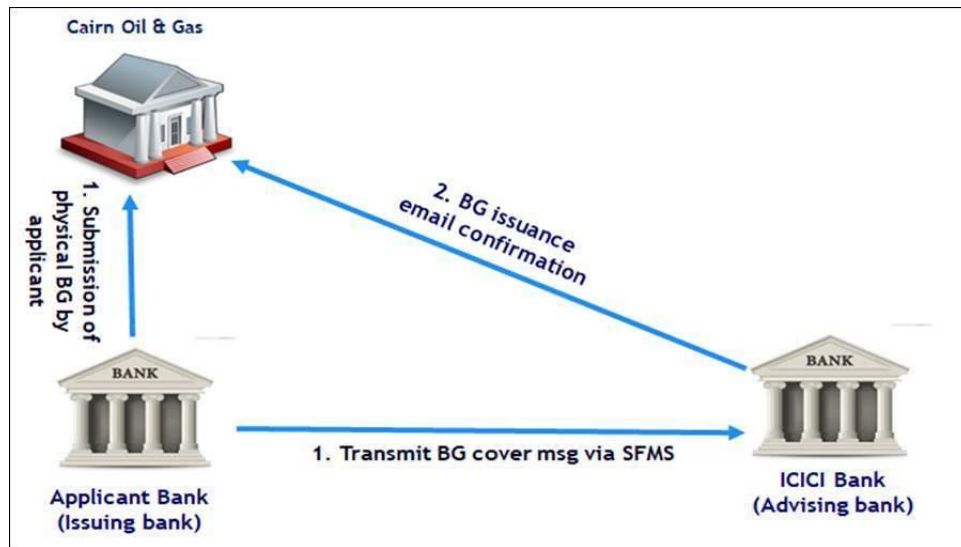
SFMS FOR BG AUTHENTICITY IS TO BE SENT BY THE ISSUING BANK TO VEDANTA’S BANK (Advising Bank of SFMS). VEDANTA’S BANK DETAILS ARE MENTIONED BELOW:

BANK: ICICI BANK LTD

IFSC CODE: ICIC0000544 (Trans Trade Centre, Seepz, MIDC, Andheri (E) Mumbai 93),

Notes for Issuing Bank:

- Issuing bank for send BG issuance confirmation through SFMS by message type IFIN 760COV or IFIN 767COV (Amendment)
- In Field 7037 issuing bank to ensure mentioning “**CINDIAOILANDGAS**” (Vedanta- Cairn Oil & Gas business unique identifier with ICICI bank to further advise the message)



List of acceptable Banks for issuance for Bank Guarantee

<u>PSU Banks</u>	<u>Private Banks</u>	<u>Foreign Banks</u>
Bank Of Baroda	Axis Bank Ltd.	Barclays Bank Plc.
Bank Of India	Federal Bank Ltd.	BNP Paribas
Bank of Maharashtra	HDFC Bank Ltd.	Citibank N.A.
Canara Bank	ICICI Bank Ltd.	Credit Agricole Corporate and Investment Bank
Central Bank Of India	IDFC First Bank Ltd.	Deutsche Bank
Indian Bank	IDBI Bank Ltd.	DBS Bank Ltd.
Indian Overseas Bank	IndusInd Bank Ltd.	HSBC Bank PLC
Punjab National Bank	Kotak Mahindra Bank Ltd.	Societe Generale
Punjab & Sind Bank	Yes Bank Ltd.	Standard Chartered Bank
State Bank Of India		
UCO Bank		
Union Bank Of India		