

Addendum No-2

24th January 2024

With Reference to Vedanta Notice Inviting Offer (NIO) dated 05th January 2024 for Sales of Natural Gas from Jaya Field (CB-ONHP-2017/2 Block), all interested bidders are requested to note that below clarification is provided with respect to Request for Proposal No. RFP/Jaya/2024/1.

S. No.	RFP Clause	Addendum
1.	Clause 1.1: Details of the gas offered from the Fields (5)	Start Date: 14 th March 2024

With Reference to Vedanta Notice Inviting Offer (NIO) dated 05th January 2024 for Sales of Natural Gas from Jaya Field (CB-ONHP-2017/2 Block), following revision is provided with respect to **Section D - Gas Sales Agreement**:

S. No.	Clause of GSA	Clarification/Revision
1.	Clause 1 DEFINITIONS AND INTERPRETATION	<p>Existing following Definition in Clause 1.1 stands deleted and is replaced by:</p> <p>(q) “Fortnight” means a period commencing at 0600 hours on first Day of Month and ending on 0600 hours on sixteenth Day of the Month or commencing from 0600 hours on sixteenth Day of the Month to 0600 hours on the first Day of the succeeding month, as the case may be. The first Fortnight shall begin on the Start Date.</p> <p>(cc) “Quarter” or “Contract Quarter” shall mean each three (3) consecutive month period beginning on 0600 hours of April 1 and ending on 0600 hours of July 1, each three (3) consecutive month period beginning on 0600 hours of July 1 and ending on 0600 hours of October 1, each three (3) consecutive month period beginning on 0600 hours of October 1 and ending on 0600 hours of January 1 and each three (3) consecutive month period beginning on 0600 hours of January 1 and ending on 0600 hours of April 1. For the first Quarter of the Term, Quarter shall mean period beginning on 0600 hours on the Start Date and ending at 06:00 hours on the first day of the following Quarter.</p>
2.	Clause 3 START DATE AND DURATION	<p>Existing Clause 3 stands deleted and is replaced by:</p> <p>3.1 Subject to clause 3.2, the start date for Sales Gas delivery at the Delivery Point shall mean 0600 hours of 14th March 2024 (“Start Date”).</p> <p>3.2 Seller may from time to time, with at least seven (7) days advance notice, modify the Start Date set out in Clause 3.1, if Seller reasonably anticipates that the Start Date will occur later than the date as stated in 3.1 above.</p> <p>3.3 The “End Date” shall be 0600 hours of 01st January 2025, or such other date as may be determined in accordance with Clause 13 of this Agreement whichever is earlier.</p> <p>3.4 Upon the execution by the Parties, this Agreement shall be in full force and effect from the Effective Date and shall remain in full force and effect until the End Date. This duration shall be called as “Term” of the Agreement. The Buyer shall ensure that by no later than the Start Date, Buyer shall enter into the necessary arrangements with the Transporter and the Buyer’s Facilities and the Transporter’s Facilities shall be capable and ready to facilitate commencement of Gas supply from the Start Date and maintain the same throughout the Term.</p>
3.	Clause 4.2	New sub-Clause 4.2.1(b) is inserted in Clause 4.2:

	Take or Pay Obligations	4.2.1(b)(iv) Any quantity of Gas up to the BNQ for the relevant Days on which the Seller was prevented from supplying Gas as per advice from GAIL (connecting pipeline operator) due to maintenance in its immediate downstream process facility.				
4.	Clause 4.5 Shortfall Gas and Price Adjustment	New sub-Clause 4.5.2 is inserted in Clause 4.5: 4.5.2(iii) any quantity of Gas up to the BNQ for the relevant Days on which the Seller was prevented from supplying Gas as per advice from GAIL (connecting pipeline operator) due to maintenance in its immediate downstream process facility.				
5.	Clause 11 PAYMENT SECURITY	Existing Clause 11.1 and 11.2 stands deleted and is replaced by: 11.1 The Buyer shall provide to the Seller as security for its payment obligations hereunder an irrevocable, unconditional, on demand Bank Guarantee from a bank included in the list provided in Annexure – 8, in favour of the Seller, for an amount specified in Clause 11.2 below, in a form provided at Annexure 6. Original Bank Guarantee along with the copy of SFMS confirmation to be submitted on or before 23 rd February 2024 and shall be valid up to 31 st March 2025 11.2 The amount of the Bank Guarantee to be provided and maintained under Clause 11.1 above shall be for thirty-one (31) Days equivalent Gas supplies to Buyer and shall be determined as follows:				
6.	Clause 18 CONFIDENTIALITY	Existing Clause 18.2 (g) and 18.2 (i) stands deleted and is replaced by: 18.2(g) where required by a bank or other financial institution (and its employees, agents and consultants) that is providing finance to the Party wishing to disclose such confidential information in whole or part on the security of a charge or other encumbrance or other such disclosing Party's interest in this Agreement, or its interest in the RSC , as the case may be, provided, that the bank or financial institution has entered into a written agreement with the disclosing Party agreeing to keep such information disclosed to it as confidential; 18.2(i) to potential assignees of a Party's interest in this Agreement, its interest in the RSC, provided, that such potential assignee has entered into a written agreement with the disclosing Party agreeing to keep such information disclosed to it confidential.				
7.	ANNEXURE – 2: AWARDED SALES GAS VOLUME	Existing Annexure - 2 stands deleted and is replaced by: <u>ANNEXURE – 2: AWARDED SALES GAS VOLUME</u> <table border="1" data-bbox="487 1386 1453 1480"> <thead> <tr> <th>Duration</th> <th>Awarded Sales Gas Volume*</th> </tr> </thead> <tbody> <tr> <td>Start Date to End Date</td> <td>..... SCMD</td> </tr> </tbody> </table> <u>(*) Note</u> The above volume will be filled-in as per the allocation criteria of the Jaya Gas e-Bidding.	Duration	Awarded Sales Gas Volume*	Start Date to End Date SCMD
Duration	Awarded Sales Gas Volume*					
Start Date to End Date SCMD					

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