

REQUEST FOR PROPOSAL
(No. RFP/HAZARIGAON/2024/1)
e-BIDDING
FOR
SALE OF NATURAL GAS
FROM
HAZARIGAON BLOCK
(AA/ONDSF/HAZARIGAON/2018)

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Introduction

1. Cairn Oil & Gas, Vedanta Limited (“Vedanta”) is the operator for onshore block AA/ONDSF/Hazarigaon/2018 located in Golaghat district of the state of Assam, India (“Hazarigaon Block”).
2. Vedanta has developed Hazarigaon field to process and deliver natural gas produced from this Block in Assam (hereinafter “Gas Field”). This Gas Field is connected to regional pipeline, viz. Nambhor-Golaghat-Numaligarh pipeline. In line with the “Natural Gas Marketing Reforms” notification published by Ministry of Petroleum and Natural Gas (MoPNG) on 15th October 2020 and detailed guidelines issued on 03rd December 2020 and 12th December 2023 as “Discovery of Market Price for Domestically Produced Natural Gas through e-Bidding notification (“**Ministry Notifications**)”, Vedanta has issued Request for Proposal (**RFP**) dated 10th February 2024 and invited offers from interested companies (each, a “**Bidder**” and collectively, the “**Bidders**”) to offtake all or a portion of gas available for sale (“**Sales Gas**”) from Hazarigaon Block and in accordance with the terms and conditions of this RFP and the Gas Sale Agreement (“**GSA**”). Notwithstanding anything this is to specifically mention that RFP, Bidder’s offer and Vedanta’s acceptance shall form binding contract based on the terms of the acknowledged draft agreement till the execution of the GSA.
3. Vedanta has appointed Mjunction Services Limited as an independent agency (e-Bidding agency) empaneled by Directorate General of Hydrocarbons (DGH), to conduct e-Bidding process for sale of natural gas through an online web based electronic bidding portal which is available at (i) <https://eps.buyjunction.in/gasbidding> (the “**e-Tendering Portal**”) and (ii) <https://auction.coaljunction.com> (the **e-bidding Portal**) for bidding (collectively hereinafter referred as the “e-Bidding Platform”) (Refer Section B). This link for e-Bidding Platform has been web hosted on the website of DGH as well.
4. This RFP consists of four sections, all four sections together comprise this RFP:
 - Section A – e-Bidding details
 - Section B – e-Bidding Platform and Information Technology Requirements
 - Section C – Bid Formats
 - Section D – Gas Sales Agreement

Section A – e-Bidding details

1. Overview

1.1 Summary of the gas offered

S. N	Parameter	Particulars
1.	Name of the Contract Area	AA/ONDSF/Hazarigaon/2018
2.	Delivery Point	AGCL's tie-in connectivity at Hazarigaon well Pad, Assam
3.	Sales Gas Quantity offered (MMSCMD)	0.130
4.	Start Date	16th March 2024
5.	End Date	31st March 2027
6.	Typical Gross Calorific Value (KCal/SCM)	~9,300
7.	Pipeline Connectivity	Field is connected to regional pipeline, viz. Nambhor-Golaghat-Numaligarh pipeline
8.	Pricing formula (USD/MMBtu)	As per Clause 3.1 of the RFP
9.	URL for registration and document upload for Technical evaluation	https://eps.buyjunction.in/gasbidding
10.	Queries	cairngasbidding@mjunction.in

1.2 e-Bidding Process

The overall bidding process will be conducted in two phases – (i) pre-qualification phase and (ii) e-Bidding / competitive bidding phase. The detailed activities in these two phases have been outlined below:

1.2.1 Phase 1 – Pre-qualification

- Publishing of e-Bidding documents:** Seller have published a NIO (Notice Inviting Offer) in the following newspapers:

Newspaper Name	Edition and Language	Date of Publication
Hindustan Times	Pan India / English	10 th February 2024
Dainik Assam	Assam / English	10 th February 2024

Interested Bidders are requested to download the RFP and the GSA from e-Tendering Portal.

- Submission of Bidders' queries:** Bidders would be able to send their queries to the designated email address (cairngasbidding@mjunction.in) before registering on the e-Tendering Portal. While sending the pre-bid queries, Bidder shall be required to mention the reference number of this RFP. However, post registration on the e-Tendering Portal, the Bidders would also be able to upload their queries on the e-Tendering Portal. The e-Bidding agency will respond to all the queries received from the Bidders.

3. **Pre-bid meeting:** The e-Bidding agency may organize a pre-bid meeting on a date specified in Clause 1.2.4 of this RFP. The pre-bid meeting would be an interactive session and provide an opportunity to Bidder to seek further clarifications and for better understanding of the process. The pre-bid meeting would be open to all the interested Bidders. The Bidders willing to participate in the pre-bid meeting are required to nominate a maximum of two representatives from their organization to take part in the meeting. Bidder is required to use their official email address to share the name, designation, email address and phone number of the nominated person(s) to the designated email address (cairngasbidding@mjunction.in).
4. **Registration and DSC mapping:** The e-Tendering Portal will be available for registration from the date of Publishing of the NIO as specified in Clause 1.2.4 of this RFP. Every Bidder would be required to fill a registration form and will have to enter his/her name, designation, contact number, organization name, gas consumption facility name & address, and other required details. Then they will attach a valid Class III Digital Signature Certificate (DSC) issued in the name of authorized person of the e-Bidding organization. The DSC should be issued on the email address of the authorized person and same should be used for registering on the e-Tendering Portal. Bidders who are already registered on the e-Bidding Platform, do not require to re-register and existing registration shall be activated again.
5. **Document for Technical Bid Evaluation:** Each Bidder shall be required to upload duly signed/attested scanned copies of the following documents on the e-Tendering Portal before date specified in Clause 1.2.4 of this RFP including:
 - A. Registration/ incorporation certificate for companies, LLPs and Co-operative societies or Partnership Deed duly registered with relevant authorities in case of partnership firms.
 - B. Standalone audited financial statements of past 2 years (FY 2021-22 and FY 2022-23). In case the e-Bidding entity is a newly formed company, it can submit financial statements for the periods for which audit has been concluded or of its parent company subject to an undertaking from the parent company to the effect that it supports the bid and authorizes the Bidder to use its financials.
 - C. PAN and VAT / CST, GST, TAN certificate.
 - D. Security Deposit (Please refer Section C - Form C4) along with the delivery report of the SFMS Confirmation
 - E. Valid and notarized POA or board resolution delegating required authority to the Authorized Representative. The board resolution should be certified by the company secretary for validity till the execution of the GSA. In case of POA a copy of the board resolution certified by the company secretary in the name of the person delegating such power through the POA should be submitted along with the POA. In case of public sector undertakings (PSU) where the declaration of authority of the relevant PSU permits certain office bearers to execute contracts, DOA on company letter head may be accepted along with certificate issued by company secretary certifying authority of DOA issuer to issue such DOA. Bidder shall ensure that DOA shall be valid till the execution of the GSA;
 - F. Signed RFP, GSA (i.e., Section D of the RFP) and any addendums / corrigendum thereto.
 - G. Signed declaration Section C - Form C1, C2 and/or C3, C5 (if required), C6, and C7.
 - H. Register of directors, shareholders of the company.

Companies listed in equity segment of Bombay Stock Exchange or National Stock Exchange of India need not submit following document as specified in point A, B and H.

6. Security Deposit

- i. Bidder is required to provide a Security Deposit in the form of a Bank Guarantee (“BG”) for INR One (1) Crore as per format provided in Form C4.
 - ii. The BG shall be valid until **April 30, 2024** and to be provided in favor of Vedanta Limited.
 - iii. The BG towards the above Security Deposit shall be provided by the Bidders from a bank included in the list provided in Form C4 of RFP. The Bidders are required to submit the Security Deposit in the form of BG only and as per the format provided in Form C4 of this RFP.
 - iv. Additionally, Bidder is required to send the original BG along with the delivery report of the SFMS confirmation to Vedanta’s office before the last date as indicated in Clause 1.2.4:
 Addressed to:
 Head – Gas Marketing
 Vedanta Limited (Cairn Oil & Gas),
 ASF Tower A, 362-363, Jwala Mill Rd,
 Phase IV, Udyog Vihar,
 Sector 18, Gurugram – 122016.
 - v. The Security Deposit for the Bidders with unsuccessful bids or Bidders who did not participate in the e-Bidding shall be returned within one (1) month from e-Bidding date.
 - vi. Each Buyer shall be required to submit the payment security bank guarantee, in accordance with the terms of the GSA. Upon receipt of such payment security bank guarantee, the Security Deposit shall be returned to the relevant Buyers.
 - vii. The Security Deposit submitted by the Bidder/ Buyer will be liable for encashment in following case:
 - a) Any misrepresentation or fraudulent declaration by the Bidder in Form C1 to C7;
 - b) Buyer fails to execute the GSA in accordance with the terms of this RFP;
 - c) Buyer fails to issue the payment security bank guarantee as required under the terms of the GSA.
7. **Notification to eligible Bidders by the e-Bidding agency:** After the evaluation of the documents, the e-Bidding agency shall, by email, inform all eligible Bidders of their advancement to next phase of the e-Bidding process with e-Bidding URL on the date specified in Clause 1.2.4 of this RFP.

1.2.2 Phase 2 - Competitive e-Bidding

1. **Training Session on competitive e-Bidding:** Prior to the e-Bidding date, the e-Bidding agency shall organize a training session of e-Bidding process to help Bidders familiarize themselves with the features of the e-Bidding Portal. Such training sessions shall be held on a predetermined date as specified in Clause 1.2.4 of this RFP. The e-Bidding agency shall notify the requisite details to relevant Bidders via email. Bidder can either complete the training modules uploaded on the e-Bidding Portal or can opt for scheduled training session.
2. **Competitive e-Bidding:** The e-Bidding will start at a date and time specified in Clause 1.2.4 of this RFP. The e-Bidding will be of 60 minutes with details of first bid and subsequent bids as described in Clause 3.3.

1.2.3 After the end of the e-Bidding process, each Buyer shall be required to:

- i. Execute the GSA with the Sellers for the GSA Quantity determined at the end of the e-Bidding (Clause 4.2 of this RFP), at the Sales Gas Price determined based on its Bid against Price basis pursuant to Clause 3.1 of this RFP.
- ii. Make necessary transportation arrangements for offtake of Sales Gas from the Delivery Point to Buyer's facilities before the Start Date as mentioned in the executed GSA.

1.2.4 The schedule for e-Bidding process is as below:

S. No.	Activity	Date
1.	Publishing NIO, RFP, GSA	10-Feb-24
2.	Last date for submission of technical queries	16-Feb-24
3.	Pre-bid meeting	21-Feb-24
4.	Last date for submission of documents under pre-qualification process (Technical Bid Due Date)	27-Feb-24
5.	Last date for submission of original Security Deposit BG	29-Feb-24
6.	e-Bidding training sessions	01-Mar-24
7.	Notification to technically qualified Bidders	01-Mar-24
8.	e-Bidding date and time	04-Mar-24 (11:00 hours (IST))
9.	Signing of Gas Sales Agreement	By 12-Mar-24

2. Eligibility Criteria

Each Bidder shall be required to meet the following basic eligibility criteria in order to participate in the e-Bidding process:

- (i) be an entity registered under the Companies Act 1956 / Companies Act 2013 / Multi State Cooperative Societies Act, 2002 / Cooperative Societies Act of any State / Indian Partnership Act 1932 / Limited Liability partnership Act 2008;
- (ii) be ready to consume or offtake natural gas on or before the Start Date through connectivity with the regional pipeline, viz. Nambhor-Golaghat-Numaligarh pipeline.
- (iii) be engaged in the business that involves either the consumption or the sale or purchase of natural gas in its own name of more than cumulative 7.650 MMSCM (average 25,000 SCM/day) for the period of 01st Apr'23 to 31st Jan'24;
- (iv) be required to submit original Security Deposit in the form of a BG as per format provided in Form C4 along with the delivery report of the SFMS Confirmation withing the specified timelines.
- (v) be required to upload duly signed/attested scanned copies of the documents as detailed in Clause 1.2.1.5 of this RFP at the e-Tendering Portal (attested by the Bidders Authorized Representative), for verification and validation by e-Bidding agency for participation and assessment of eligibility of the Bidders in the e-Bidding as provided in Clause 4.1 of this RFP.

3. Bid Parameters and e-Bidding rounds

To participate in the e-Bidding process, each Bidder shall be required to quote valid bids against the two parameters specified below. At all times during the e-Bidding process, such bid quoted must be in compliance with the criteria set forth in this section.

- (i) Bid against Price basis: Denoted as a variable 'P' in USD/MMBTU as specified in Clause 3.1, that a Bidder is required to quote.
- (ii) Volume: Quantum of gas volume that a Bidder is ready to offtake as described in Clause 3.2.

3.1 Bid against Price basis

Bidder shall be required to quote the variable denoted as 'P' (**Bid against Price basis**) pursuant to the Price formula specified below. 'There shall be a provision to enter 'P' up to two decimal places.

- (i) **Starting Bid against Price basis:** The Starting Bid against Price basis for the e-Bidding process shall Zero (0). Each Bidder shall be required to enter bids that are higher than or equal to the Starting Bid against Price basis. Any bids lower than such Starting Bid against Price basis shall not be accepted by the system.
- (ii) **Ticker size for Bid against Price basis:** Only upward increments of the Bid against Price basis shall be allowed and it cannot be decreased. The minimum increment ticker size for the Bid against Price basis shall be **0.02** (zero point zero two), and the Bidder can only increase its previous Bid against Price basis in multiples of the ticker size defined.
- (iii) **Price Formula:**

A. Sales Gas Price on monthly basis in USD/ MMBTU (on GCV basis) rounded to 3 decimals and shall be calculated as lower of:

(i) **APM**

(ii) **ceiling price for OIL/ONGC nominated fields + 'P'**

where,

'P' shall be as quoted in USD/MMBTU.

"APM" or "Domestic Natural Gas Price" shall mean gas price (including both ceiling price and floor price) issued by the Petroleum Planning & Analysis Cell ("PPAC") from time to time under the New Domestic Gas Pricing Guidelines, 2014, issued by the Ministry of Petroleum & Natural Gas ("MoPNG"), Government of India, (Ref No. 22013/27/2012-ONG D.V. on 18th October 2014 as amended by notification bearing reference no. L-12015/1/2022-GP-II (E-44157) issued on 07th April 2023. Any directive, instruction, order, clarifications etc. of the MoPNG / Government of India issued from time to time in respect of gas price shall be applicable and such gas price shall be payable by the Buyer for gas supplies under this Agreement. Any revision in gas price resulting from such directive, instruction, order, clarifications etc. shall be applicable from the date as specified therein, whether retrospective or prospective".

B. Notwithstanding the value calculated in A, the Sales Gas Price for any month shall not be lower than: **floor price for OIL/ONGC nominated fields + 'P'**

- C. The Sales Gas Price indicated above is exclusive of all applicable taxes and transportation tariffs payable by the Buyer. Responsibility to pay any such applicable taxes, transportation tariffs charges lies fully and exclusively upon the Buyer.

3.2 Volume

A Bidder shall be required to quote Volume bids that it would be ready to offtake from the Start Date. At all times, a Volume bid must comply with the following requirements:

- (i) **Total Volume put for e-Bidding:** As specified in Clause 1.1 of the RFP.
- (ii) **Minimum Volume bid:** The minimum volume that a Bidder can bid for as starting volume is **50,000 SCMD**;
- (iii) **Maximum Volume bid:** The maximum volume that a Bidder can bid for during the bidding process shall be equal to total volume put for e-Bidding.
- (iv) The Bidder shall be able to bid any volume between the Minimum Volume bid and the Maximum Volume bid subject to provisions of this Clause 3.2.
- (v) **Ticker size for volume bid increment / decrement:** The Bidders can increase/decrease their volume bid in multiples of the ticker size for volume bid. The ticker size of **10,000 SCMD** has been set for the volume bid;
- (vi) **Rule for Increment / Decrement:** The Volume bid can be increased / decreased throughout the e-Bidding duration. However, any increment / decrement to the volume bid shall be accompanied by a simultaneous increase in the Bid against Price basis. Further any such decrement cannot be below the provisional allocation to the Bidder. For more understanding, please refer to Clause 4.2.
- (vii) In e-Bidding Portal, volume bids shall be quoted in SCMD. (1 MMSCMD = 10,00,000 SCMD)

3.3 e-Bidding rounds and closure

The key features associated with the e-Bidding process are as follows:

- (i) **e-Bidding Duration:** The total e-Bidding process shall be for a period of **60 minutes** on the e-Bidding date specified in Clause 1.2.4 of this RFP and can be extended subject to provisions of Clause 3.3 (iv).
- (ii) **First Bid Period:** Each Bidder is required to submit quotes for both parameters (i.e., Bid against Price basis and Volume) during the **initial 30 minutes (First Bid Period)**. Only Bidders who have submitted at least one such valid bid (Valid bid means valid quotes for both parameters) during the First Bid Period shall continue to participate in the remaining period of the e-Bidding process. A Bidder who fails to submit a valid bid during the First Bid Period will not be able to participate further in the e-Bidding.
- (iii) **Subsequent Bids:** Upon the submission of a valid first bid within the First Bid Period, a Bidder can revise its bid (Bid against Price basis and Volume) any number of times during the e-Bidding Duration specified in Clause 3.3(i) of this RFP. The entire e-Bidding process will be dynamic and will be subject to extensions as per Clause 3.3 (iv) of this RFP.
- (iv) **Extension of e-Bidding Duration:** If a valid bid is received within the last 5 minutes before the close of the e-Bidding Duration and such bid either alters the provisional allocation determined by the e-Bidding Portal for any of the Bidder or increases the Bid against Price basis pursuant to Clause 3.1 of this RFP, there would be an automatic 7 minutes extension of the e-Bidding duration. The 7 minutes auto extension will start from the time of the first bid received within the last 5 minutes before the close of the e-Bidding period. There will be

unlimited auto extensions. In case the e-Bidding does not get closed within 18:30 hours of a particular day then the e-Bidding will get automatically paused and the same will be resumed at 10:30 hours of the next business day. In such a scenario if any bid is received within the last 5 minutes before the 18:30 hours then the auto extension will flow to next Business Day ("Business Day" means any day other than a Sunday, the second and fourth Saturday of a calendar month or a day declared to be a public holiday under the provisions of the Negotiable Instruments Act, 1881, as applicable in New Delhi.) and the Bidders will get full 7 minutes auto extension from 10:30 hours of the next Business Day. The auto-extension process as described in this Clause of the RFP will continue to apply until the conditions for closing the bid as specified in Clause 3.3 (v) of this RFP are met, and such auto-extensions may result in the e-Bidding extending beyond the e-Bidding date.

- (v) **e-Bidding Closure:** The e-Bidding process ends if:
- a. no valid bids are received within the First Bid Period of the e-Bidding process; or
 - b. if the e-Bidding Duration expires with no bid revision in the period specified in Clause 3.3 (iv) of this RFP which alters the Provisional Quantity allocation.

4. Evaluation Process and Volume Allocation

4.1 Technical Evaluation Process

The e-Bidding agency shall electronically access the documents submitted by Bidders as specified in Clause 1.2.1 of this RFP. Each Bidder will be evaluated based on the following criteria:

- (i) All the responses and declarations required for Technical Evaluation should be complete and should conform to the terms and conditions of the gas supply indicated in the RFP including GSA, duly supported with documents wherever required. In case of incomplete and non-conforming documents, e-Bidding agency reserve the right to disqualify such Bidder.
- (ii) Meeting the eligibility criteria as specified in Clause 2.
- (iii) Non-submission of original BG along with delivery report of the SFMS confirmation within the specified timelines or any alteration in BG text, the Bidder stands disqualified.

Further, it should be noted that:

- (a) To facilitate its evaluation, the e-Bidding agency may, at its sole discretion, seek clarifications from any Bidder regarding the documents provided. Such clarification(s) shall be provided within the time specified by the e-Bidding agency. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. In case a Bidder does not provide the clarifications sought by the e-Bidding agency within the timeframe specified by the e-Bidding agency, its bid will be regarded incomplete and may not be evaluated further at sole discretion of e-Bidding agency.
- (b) The e-Bidding agency reserves the right to reject any bid based on the evaluation of the documents. Subsequently, e-Bidding agency shall have the right not to entertain any request for alteration, modification or substitution of any one or all of the documents with respect to the technical evaluation, provided that e-Bidding agency may, at its sole discretion, allow a Bidder to rectify any infirmities or omissions if doing so does not constitute a material modification of the documents provided initially.
- (c) The e-Bidding agency reserves the right not to proceed with the technical evaluation at any time without notice or liability to any Bidder and to reject any or all technical bids received without assigning any reasons.

- (d) The e-Bidding agency reserves the right to seek additional documents in future which it may deem fit to ascertain Buyer's capability to offtake gas as per the terms of RFP.

4.2 Determination of Provisional Quantity and GSA Quantity

During the e-Bidding, as and when any new valid bid is received, the e-Bidding Portal shall follow the below mentioned steps:

Step 1: The Bid against Price basis shall be arranged in descending order.

Step 2: The Provisional Quantity shall be determined in as follows:

- i. The Provisional Quantity shall be determined for the highest Bidder (for Bid against Price basis) for the full volume which it has quoted, followed by the next highest Bidder (for Bid against Price basis) for its quoted volume or remaining available volume, whichever is lower, and so on until the total available volume is fully allocated.
- ii. If there is a tie in the Bid against Price basis and if the aggregate volume of gas quoted by these Bidders is less than the available gas volume, the Bidders will get volume allocated as per their quoted volume. In case of a tie in the Bid against Price basis and if the aggregate volume of gas quoted in the tied bids is more than the available gas volume, the available gas volume shall be pro-rated amongst the tied Bidders, subject to minimum allocation of 10,000 SCMD.

Step 3: Steps 1 and 2 shall continue throughout the e-Bidding process and the Provisional Quantity shall continue to be determined by the e-Bidding Portal dynamically, until the conditions for the closing of the e-Bidding process as specified in Clause 3.3.(v) are met.

Step 4: Upon the closing of the e-Bidding process, the Provisional Quantity determined based on the last bids received shall be considered as the GSA Quantity for each Bidder.

4.3 Notification by e-Bidding agency and execution of GSA

- i. At the end of the e-Bidding process, the e-Bidding agency shall notify Sellers and Buyer(s) on GSA Quantity (rounded up to nearest highest integer) i.e., Awarded Sales Gas Quantity determined pursuant to Clause 4.2. Post GSA Quantity allocation, Sellers shall proceed with the execution of GSA with the Buyer(s). On receipt of signed GSA from Sellers, Buyer(s) shall mandatorily countersign the GSA with the Sellers. Notwithstanding anything this is to specifically mention that RFP, Bidder's offer and Vedanta's acceptance shall form binding contract based on the terms of the acknowledged draft agreement till the execution of the GSA.
- ii. e-Bidding agency shall provide Sellers with the list of remaining Bidders along with their last bid parameters, in decreasing order of their 'Bid against Price basis, during the e-Bidding ("Additional Bidders"). Sellers at their sole discretion may invite Bidders from Additional Bidders to execute GSAs.

5. General Terms and Conditions

- i. Each Bidder acknowledges that a bid, once submitted and accepted, shall be binding on the Bidder who has submitted such bid.
- ii. Bidders are expected to thoroughly understand, evaluate and examine all instructions, forms, requirements, and terms and conditions of the GSA provided in this RFP. Each Bidder is required to submit its bid based on the terms and conditions of this RFP including GSA, without any deviations or conditionality.
- iii. Each Bidder represents and acknowledges to the Sellers and e-Bidding agency that it possesses the necessary understanding, experience, expertise and ability to undertake and fulfil its obligations, under all phases involved, in the performance of the provisions of this RFP including GSA.
- iv. Failure to furnish any/all information/documents required under this RFP shall lead to disqualification of the Bidder.
- v. The outcome of the e-Bidding process and the results determined pursuant to the e-Bidding shall be final and binding on all Bidders and shall not be a subject of dispute under any circumstances.
- vi. Each Successful Bidder (Buyer) undertakes to countersign and execute the GSA with the Sellers for the GSA Quantity determined at the end of the e-Bidding (Clause 4.2 of this RFP), at the Sales Gas Price determined based on its Bid against Price basis pursuant to Clause 3.1 of this RFP.
- vii. Each Successful Bidder (Buyer) undertakes to offtake GSA Quantity determined at the end of the e-Bidding (Clause 4.2 of this RFP), at the Sales Gas Price determined based on its Bid against Price basis pursuant to Clause 3.1 of this RFP.
- viii. Bidders are requested to submit all documents in the formats provided under Section C of this RFP. Bid documents that are not properly filled in, or are damaged, or have any page(s) missing or with incorrect, inaccurate details or generally not complying with the bid conditions shall be disqualified.
- ix. Each Bidder shall participate in the e-Bidding process at its own expense and none of the expenses incurred during the participation in e-Bidding can be claimed from the Sellers, regardless of the outcome of e-Bidding.
- x. In addition to the Sales Gas Price, each Bidder acknowledges and agrees that it shall be liable to pay: (a) all taxes, duties and levies on the purchase of gas as per the terms of GSA; and (b) all transportation tariffs and charges and any taxes, duties and levies thereon as applicable to the relevant transporters or any Government entity.
- xi. A company which owns multiple gas consuming facilities (except aggregators or marketers or CGD companies) can participate in the e-Bidding by a single registration for all facilities as per Clause 1.2.1 of this RFP.
- xii. Any attempt by a Bidder to influence the e-Bidding process or other Bidders, bid evaluation or the allocation process shall immediately result in disqualification of its bid.
- xiii. By submitting a bid, each Bidder certifies that:
 - a) it has arrived at its bid without agreement with any other Bidder of this RFP for the purposes of restricting competition or otherwise;

- b) the bid parameters submitted have not been disclosed and shall not be disclosed to any other Bidder;
 - c) no attempt has been made by it to induce any other Bidder to submit or not to submit a bid for the purposes of restricting competition; and
 - d) no attempt has been made by it to collude with another Bidder in determining its bids or influencing the decisions of other Bidders
- xiv. In case of any inconsistency amongst the sections of this RFP, the provisions of the GSA shall prevail.
- xv. All the notices, future addendums, if any, to this RFP including GSA during the e-Bidding process shall be published on the e-Tendering Portal <https://eps.buyjunction.in/gasbidding>.
- xvi. All the documents to be submitted online or in hard copy through the course of the e-Bidding process shall be duly signed by its Bidder's Authorized Representative on all pages.
- xvii. After the registration, a unique login ID will be created for each e-Bidding entity. It shall be the responsibility of every Bidder to ensure that it bids only through one login ID.
- xviii. In the unlikely event of data loss or corruption, and if the back-up facility is also affected, e-Bidding agency shall decide whether the e-Bidding shall be continued or suspended until further notice. In this case, the decision of e-Bidding agency shall be final and binding upon all Bidders
- xix. Bidders are advised to ensure that the computer system (configured with minimum information technology requirements as per Section B of this RFP), internet availability and connectivity, power source, DSC, internal support personnel, etc. are available at their end along with necessary back-up options to deal with any contingencies which may arise during the e-Bidding. Any disruptions at Bidder's end shall be the sole responsibility of the Bidder. Sellers or e-Bidding agency shall not be responsible, in any manner whatsoever, for the same.
- xx. Rights of Sellers:
- a) The Sellers reserve the right to withhold or withdraw the e-Bidding process at any stage or cancel or modify the process or change / modify / amend any or all provisions of this RFP, at any time, without assigning any reason whatsoever by notifying on e-Portal.
 - b) The Sellers have sole discretion and reserve the right, without any obligation or liability, to accept or reject any or all of the bids at any stage of the e-Bidding process.
- xxi. This RFP and any subsequent bidding contract shall be governed by the laws of India and the courts of New Delhi shall have exclusive jurisdiction. Any dispute, controversy, difference or claim arising out of or relating to this RFP and subsequent binding contract post acceptance of bid or the breach, termination or validity scope thereof, whether in contract, tort, statutory or otherwise ("Dispute") shall at the first instance be mutually settled between the Parties within a period of 45 (forty-five) days after giving notice by one Party to the other Party that such Dispute has arisen. In the event of failure of a settlement of any such Dispute, the Dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (the "Act") in force at the time such arbitration is commenced. Notwithstanding the provisions of the Act, the procedure for appointment of arbitrator shall be as follows:
- a) If a Dispute is to be settled by arbitration, then an arbitral tribunal (the "**Tribunal**") shall be established in accordance with the provisions of this clause. The number of arbitrators shall be 3 (three). Each Party shall nominate an arbitrator within 30 (thirty) days of the date of a request for arbitration, and the two nominated arbitrators shall within 30 (thirty)

days of the date of the nomination of the second arbitrator jointly nominate a third arbitrator to act as Presiding Arbitrator of the Tribunal.

- b) If an arbitrator is not nominated within the time limits set out hereunder, then either Party may seek that such an arbitrator appointed in accordance with the provisions of the Act.
- c) The seat of the arbitration shall be at New Delhi.

This is however, to be specifically mentioned that once the formality of execution of GSA is concluded then the arbitration clause of the GSA shall be applicable.

Section B – e-Bidding Platform and Information Technology Requirements

6. IT Requirement

The bidder should have a laptop or desktop with decent internet connection (10mbps and above). e-Bidding Platform shall be best viewed Microsoft Edge (Internet Explorer mode) and Google Chrome (Addons: IE Tab)

Due to security vulnerabilities, all users are requested to configure the following changes in Browser (Internet Explorer) & Java console.

- a. Configuration of TLS 1.2 in Internet Explorer.
- b. Installation of Java Runtime Environment 1.8 and enable it in Java Control Panel.
- c. Configuration of TLS 1.2 in Java Control Panel
- d. Add “ <https://eps.buyjunction.in>,” <https://auction.coaljunction.com>” and “<https://www.ncode.in>” URL in java console Exception site list. (Control Panel-->Java-->Security-->Edit site list-->Add-->Type URL-->Ok-->Apply Ok)
- e. Add “ <https://eps.buyjunction.in>,” <https://auction.coaljunction.com> “and “<https://www.ncode.in>” URL in Internet explorer as trusted site under security tab (Tool-->Internet option-->Security-->Select trusted sit-->Site-->Add-->Close) .

You may please refer the ‘Browser Setup’ tab for details.

Feel free to send us an email (cairngasbidding@mjunction.in) or call helpdesk (mentioned in the e-Bidding Platform) if you face any difficulties in registration and setting up DSC.

7. Bidder's Registration

Registration manual is available on the e-Tendering Portal (<https://eps.buyjunction.in/gasbidding/>) for submission of all technical documents.

Steps for the Bidder would be:

1. Purchase a class III DSC
2. Register in the e-Tendering Portal and map your DSC
3. System will generate user ID and password and send via email to the registered email ID of the Bidder
4. Feel free to send us email (cairnngasbidding@mjunction.in) or call helpdesk (mentioned in the e-Tendering Portal) if you face any difficulties in setup DSC and registration.

The screenshot displays the Gas Bidding Portal interface. At the top, the logo for 'mjunction' is visible, along with the text 'Gas Bidding Portal Powered By mjunction' and 'v4.4'. The date and time are shown as 'Tuesday, February 02, 2021 3:07:09 PM'. A navigation menu includes links for SIGN IN, REGISTER, FAQ, ABOUT US, BROWSER SETUP, BIDDER MANUAL ENGLISH, STQC CERTIFICATE, and JAVA AUTO SETTINGS.

The main content area is divided into several sections:

- System Requirements:** This section provides instructions for viewing the site in Internet Explorer 9.0 or above, with compatibility view enabled. It also mentions that mjunction services Ltd. does not charge for vendor support, training, or registration, and lists security configurations for Internet Explorer and Java.
- Notice:** A prominent yellow starburst icon indicates a 'NEW' notice: 'New Open Tender has been published for Gas Selling'. Below this, it states 'Tender Document Reference Number: [TO_BE_ADDED_LATER]' and lists three documents: '1) Document_001', '2) Document_002', and '3) Document_003'. There are tabs for 'Tender' and 'Pre-Tender'.
- Sign In:** A form on the right side of the page for user authentication, including fields for 'USER CODE', 'PASSWORD', and 'ORGANIZATION' (set to 'CAIRN INDIA'). A 'SUBMIT' button and links for 'Forgot Password?' and 'New User?' are also present.
- Help Desk:** A section providing contact information for queries, including phone numbers (033-6601-1717, 033-6603-1747, 08584008162) and operating hours (Monday to Saturday, 9:30 AM to 5:30 PM).

At the bottom of the page, there is a footer that reads 'confidential - mjunction services limited'.

Registration and mapping before the competitive e-Bidding shall be carried out for the qualified Bidders post technical evaluation.

8. e-Bidding Support

A Bidder who requires any clarifications pertaining to the e-Bidding process in general or any technical support during e-Bidding process may seek the required assistance at the following contact details:

Query Type	Contact Details
<p>General clarification regarding e-Bidding process Email: cairngasbidding@mjunction.in</p>	<p>Helpdesk no's : 033-6601-1717 / 033-6603-1747 In case of escalation: Level 1: Rinku Ghosh - 85840 08162 Level 2: Partha Chakraborty – 98300 34224</p>
<p>Technical support Email: cairngasbidding@mjunction.in</p>	<p>Helpdesk nos: 1. Souvik Ghosh – 91633 48134 2. Arijit Paul – 91633 48277 3. Amit Banerjee – 91633 48281 4. Shamima Shabnam – 91633 48123</p>

Section C – Bid Formats**FORM C1****Initial Declaration by the Bidder****(Bidder details and Checklist for Bid Submission)**

<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: Initial Declaration for RFP No. RFP/HAZARIGAON/2024/1

Dear Sir,

We, (to specify exact legal name) having our registered office at and our principal place of business at do hereby express our interest to participate in the e-Bidding process for sale and purchase of Natural Gas from Hazarigaon Block (RFP No. **RFP/HAZARIGAON/2024/1**)

We, hereby, confirm that we seek to participate in this e-Bidding in the capacity of (gas aggregator/ gas end user / CGD).

In line with the requirements of the documents under pre-qualification process, we hereby furnish the following documents:

Sl. No.	Bid documents check list	Confirmation (√)
1.	Registration/ incorporation certificate for companies, LLPs and Co-operative societies or Partnership Deed in case of partnership firms	
2.	Audited Financial statements of past 2 years (refer Clause 1.2.1.5)	
3.	PAN, TAN and VAT/CST/GST (as applicable) certificate	
4.	FORM C2 or FORM C3 (whichever is applicable)	
5.	Security Deposit as per FORM C4 (amount as indicated in 1.2.1)	
6.	FORM C5, if applicable	
7.	FORM C6	
8.	FORM C7	
9.	Valid and notarized POA or board resolution delegating required authority to the Authorized Representative	

10.	Signed GSA & RFP	
11.	Register of directors, shareholders of the company	

Further, we confirm the following:

Sl. No.	Particulars	Confirmation (√)
1.	We hereby confirm that we have read and understood all the terms and conditions of the RFP including GSA.	
2.	We hereby confirm that we have read, understood all the addendums and clarifications issued to RFP including GSA.	
3.	We hereby confirm that we have read and understood the entire e-Bidding process and General Terms and Conditions	
4.	We hereby confirm that all the details provided by us in this form, all the declaration forms of this RFP and all the forms submitted online are true to the best of our knowledge. We understand that if any detail is found incorrect at a later stage, our bid may stand disqualified.	
5.	We hereby confirm that we are in compliance with all the requirements of this e-Bidding process including all the technical requirements.	
6.	We hereby confirm that we shall execute GSA with the Sellers for the GSA Quantity determined at the end of the e-Bidding (Clause 4.2 of this RFP), at the Sales Gas Price determined based on its Bid against Price basis pursuant to Clause 3.1 of this RFP. We also confirm that RFP, Bidder's offer and Vedanta's acceptance shall form binding contract based on the terms of the acknowledged draft agreement till the execution of the GSA.	
7.	We hereby confirm that the unconditional validity of our bid submitted on the e-Bidding Platform shall be valid for a period of 1 month from e-Bidding date.	

For, [.....]

Name of the Authorized Signatory:

Designation:

(Company Seal)

FORM C2

**Declaration by the Bidder Registered as an End User
(Facility, Consumption, Infrastructure Connectivity 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/HAZARIGAON/2024/1

Dear Sir,

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

SI. No.	Particulars	Details to be furnished by Bidder
1.	Name and location of the gas consumption facility (existing / proposed)	
2.	Purpose of gas purchase under this RFP	
3.	Average gas consumption: a. FY'23 b. FY'24 (Apr'23 to Jan'24)	MMSCMD MMSCMD
4.	Planned average gas consumption in FY'25	MMSCMD
5.	Natural Gas pipeline connected to the consumption facility to offtake gas from Delivery Point	
6.	Confirm shall be ready to consume or offtake natural gas by Start Date as per Clause 2 (ii) of this RFP	

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, Infrastructure Connectivity 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/HAZARIGAON/2024/1

Dear Sir,

We, (to specify 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: a. FY'23 b. FY'24 (Apr'23 to Jan'24)	MMSCMD MMSCMD
2.	Average gas planned to be marketed in FY'25	MMSCMD
3.	Purpose of gas purchase under this RFP	
4.	Gas consumption sectors	
5.	Natural Gas Pipeline connected to offtake gas from Delivery Point	
6.	Confirm shall be ready to consume or offtake natural gas by Start Date as per Clause 2 (ii) of this RFP	

For, [.....]

Authorized Signatory

Name of the Authorized Signatory:

Designation:

(Company Seal)

FORM C4

Bank Guarantee format for 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-Bidding 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 1,00,00,000 (Rupees One Crore only)** for the purpose of participating in the e-Bidding process to offtake all or a portion of Sales gas from the Gas Field, Hazarigaon Block in accordance with the terms and conditions of the **RFP# RFP/HAZARIGAON/2024/1**.
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 immediately 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 1,00,00,000 (Rupees One Crore 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. 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 **April 30, 2024** 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 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.
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 **April 30, 2024**, whichever is earlier, and all dues of Company under or by virtue of this RFP/GSA have been fully paid and all its claims satisfied or discharged or till Company discharges this bank guarantee in writing, 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/Buyer or change in appropriate laws.
7. The Bank confirms that this bank guarantee has been issued with observance of appropriate laws of India.
8. 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.
9. 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.
10. Notwithstanding anything contained hereinabove:
 - (i) Bank's liability under this bank guarantee is limited to **INR 1,00,00,000 (Rupees One Crore only)** and Bank's guarantee shall remain in force until **April 30, 2024**.
 - (ii) Any claim under this bank guarantee must be received by Bank within 2 month from the date of expiry of this bank guarantee i.e. **June 30, 2024**. 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

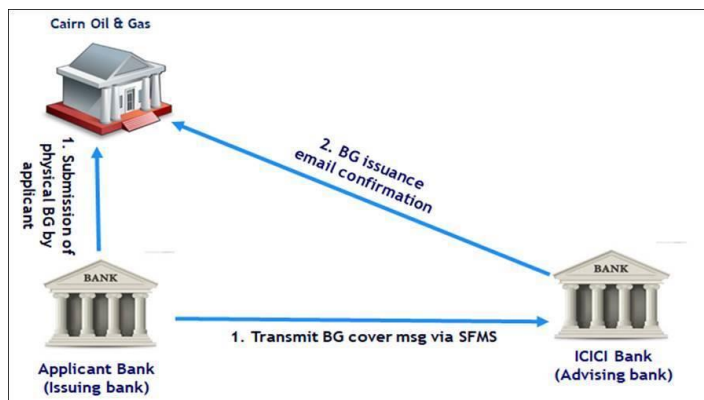
SFMS FOR BG AUTHENTICITY IS TO BE SENT BY THE ISSUING BANK TO VEDANTA'S BANK (Advising Bank of SFMS). VEDANTA'S BANK DETAILS ARE MENTIONED BELOW:

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)



Without SFMS from the advising bank, bidder's obligation under contract for submission of BG will not be completed and it would be treated as no BG.

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.	Abu Dhabi Commercial Bank PJSC
Bank Of India	Bandhan Bank Ltd.	Barclays Bank Plc.
Bank of Maharashtra	Federal Bank Ltd.	BNP Paribas
Canara Bank	HDFC Bank Ltd.	Citibank N.A.
Central Bank Of India	ICICI Bank Ltd.	Credit Agricole Corporate and Investment Bank
Indian Bank	IDFC First Bank Ltd.	Deutsche Bank
Indian Overseas Bank	IDBI Bank Ltd.	DBS Bank Ltd.
Punjab National Bank	IndusInd Bank Ltd.	HSBC Bank PLC
Punjab & Sind Bank	Kotak Mahindra Bank Ltd.	Mizuho Bank Ltd
State Bank Of India	Yes Bank Ltd.	Societe Generale
UCO Bank		Standard Chartered Bank
Union Bank Of India		

FORM C5

**Format for Declaration of aggregate gas requirement
of more than 50000 SCMD (only for end users)**

<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: Declaration for total gas requirement of more than 50000 SCMD.

Dear Sir,

We _____ (to specify exact legal name), having our registered office at _____ and plant as declared in Form C2 of the RFP, hereby declare that our aggregate gas requirement at each of our gas consuming facilities is more than 50,000 SCMD and we shall not use the CGD pipeline network for transportation of gas allocated to these facilities.

For, [.....]

Authorized Signatory

Name of the Authorized Signatory:

Designation:

(Company Seal)

FORM C6

Format for Declaration for confirming the offtake of Gas from Start Date

<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: Declaration for confirming the offtake of Gas from Start Date.

Dear Sir,

We _____ (to specify exact legal name), having our registered office at _____ and facility/plant as declared in Form C2 / Form C3 [**strike out which is not applicable**] of the RFP, hereby declare that we shall start offtake of gas volume allocated at the end of this e-Bidding as per the terms and conditions set out in the RFP including GSA. Notwithstanding anything this is to specifically declare that RFP, our offer and Vedanta's acceptance shall form binding contract based on the terms of the acknowledged draft agreement till the execution of the GSA.

For, [.....]

Authorized Signatory

Name of the Authorized Signatory:

Designation:

(Company Seal)

FORM C7**Bidder 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 C7 of RFP No. RFP/HAZARIGAON/2024/1

Dear Sir,

We, (to specify exact legal name) having our registered office at and our principal place of business at do hereby furnish the following information to be used for all official notices/communication pursuant to GSA (if applicable):

SI. No.	Particulars	Details to be furnished by Bidder
1.	To:	_____ _____ _____ _____ (Name, designation and address of the concerned person)
2.	Email:	_____ (e-mail ID of the concerned person/people)

For, [.....]

Authorized Signatory

Name of the Authorized Signatory:

Designation:

(Company Seal)