

Request for Proposal

E- Bidding Process – R Cluster Field

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1. Introduction and Context

The consortium of Reliance Industries Limited (“**RIL**”) and BP Exploration (Alpha) Limited (“**BPEAL**”) (RIL and BPEAL collectively, the “**Consortium**”) are parties to the Production Sharing Contract (the “**PSC**”) for offshore Block KG-DWN-98/3 (the “**KG D6 Block**”) located off the East Coast of India. The KG D6 Block was awarded by the Government of India (the “**GoI**”) under Round I of the New Exploration Licensing Policy. The Consortium is developing a gas field commonly known as the R Cluster field (D34) in the KG D6 Block (the “**R Cluster Field**”) which is expected to commence gas production from the second quarter of calendar year 2020. The gas to be produced from the R Cluster Field has been granted marketing and pricing freedom according to Notification No. O-22013/27/2012-ONG-D-V (Vol. II) dated 21 March 2016 issued by the Ministry of Petroleum and Natural Gas, GoI.

RIL is the operator of the KG D6 Block and has developed an Onshore Terminal at Gadimoga, Andhra Pradesh, which is connected to the Kakinada-Bharuch gas pipeline of Pipeline Infrastructure Limited (the “**PIL Pipeline**”) and which further connects to other nation-wide gas pipeline networks (including the Integrated HVJ network, the GSPL network, the DUPL–DPPL network and other regional pipelines).

The Consortium has issued a Notice Inviting Offer (the “**NIO**”) dated 24 August 2019 and invited offers from interested companies (each, a “**Bidder**” and collectively, the “**Bidders**”) to offtake all or a portion of the 5.0 MMSCMD of gas available for sale from the R Cluster Field on a long term basis (on the price basis specified in this RFP and in accordance with the terms and conditions of this RFP and the Gas Sale and Purchase Agreement (the “**GSPA**”), commencing tentatively from the second quarter of calendar year 2020 at the Delivery Point located in Gadimoga, Andhra Pradesh.

CRISIL Risk and Infrastructure Solutions Limited (“**CRIS**”) has been appointed by the Consortium as an independent agency to act as the bidding process manager to conduct the bidding process and evaluate the bids received. The bidding process for the sale of gas produced from the R Cluster field shall be conducted through an online web-based electronic bidding platform which is available at <https://kgd6gas-ebidding.com/BID/> (the “**E-Bidding Platform**”).

Gas produced from the R Cluster Field shall be sold as per the bidding process as outlined below:

- **Stage I – Bidding information:** During this stage, the Bidders shall be apprised about the requisites for participating in the bidding process and they will also be provided with relevant information relating to the bidding process.
- **Stage II – Technical Evaluation:** At this stage, each Bidder shall be required to submit documents in order to participate in the bidding process as provided in Section 7.2.2. These documents shall be evaluated in accordance with the criteria set forth in Section 7.2.3, and the Bidders who are determined to be eligible shall be notified through email to participate in the bidding process through an online web-based electronic bidding platform (the “**E-Bidding Process**”).
- **Stage III – Bidding:** Each eligible Bidder shall be able to familiarize itself with the E-Bidding Platform through various test runs. Subsequently, all eligible Bidders shall be able to participate in the E-Bidding Process.

At the end of the E-Bidding Process, each identified Bidder (each, a “**Buyer**”) shall be required to: (i) execute a GSPA with the Consortium for the GSPA Quantity determined at the end of the E-Bidding Process, at the Gas Price computed based on its ‘Bid against price basis’ pursuant to Section 8.2 of this RFP and for the Tenure specified by it in its bid pursuant to Section 8.1.2 of this RFP subject to such Buyer having satisfactorily clearing the “**CDD**”; and (ii) make the necessary transportation arrangements by entering into a Gas Transportation Agreement (each, a “**GTA**”) with the respective natural gas transmission/transportation pipeline companies prior to the commencement of gas supplies under the GSPA in order to offtake gas from the Delivery Point.

2. Definitions and Abbreviations

Capitalised terms and abbreviations used in this RFP shall have the meanings set forth below. Any capitalized terms used and undefined herein shall have the same meanings as provided in the GSPA.

“**Authorized Representative**” means a representative in whose favor a POA has been issued by its Bidder;

“**Bidder**” and “**Bidders**” shall have the meaning as specified in Section 1 of this RFP;

“**Bid against price basis**” shall have the meaning as specified in Section 8.1.1 of this RFP;

“**Btu**” means British Thermal Unit;

“**Buyer’s Start Date**” means the date as specified in Annexure II to this RFP, which the Buyer has declared to be the date for the start of gas offtake from the Delivery Point;

“**Counterparty Due Diligence**” or “**CDD**” shall include the process of carrying out due diligence of the Buyer in order to identify any issues pertaining to anti-bribery and corruption, money laundering and/or trade sanctions associated with their engagement as Buyer under this RFP.

“**CJHPL**” means the Chhainsa Jhajjar Hisar Pipeline;

“**CRIS**” means CRISIL Risk & Infrastructure Solutions Limited;

“**DBPL**” means the Dabhol Bengaluru Pipeline;

“**DCQ**” means the Daily Contract Quantity;

“**DSC**” means a legally valid Class-III Digital Signature Certificate issued by any of the licensed certifying authorities operating under the Root Certifying Authority of India and the Controller Certifying Authority of India in accordance with the Information Technology Act 2000;

“**DUPL-DPPL**” means the Dahej-Uran-Panvel-Dabhol- Pipeline;

“**E-Bidding Date**” means the E-Bidding date as mentioned in Section 6 of this RFP;

“**E-Bidding Process**” shall have the meaning as specified in Section 1 of this RFP;

“**E-Bidding Platform**” shall have the meaning as specified in Section 1 of this RFP;

“**FAQ**” means frequently asked questions;

“**GSPA**” means the Gas Sale and Purchase Agreement;

“**GSPA Quantity**” means the GSPA Quantity as described in Section 8.3 of this RFP and as referred to in the illustration at Section 8.6 of this RFP;

“**GSPL**” means Gujarat State Petronet Limited;

“**GTA**” means Gas Transportation Agreement;

“**Integrated HVJ**” means the Integrated HVJ Pipeline;

“**KG Basin Regional Network**” means the Krishna Godavari Basin Regional Pipeline Network;

“**MMBtu**” means Million British Thermal Units;

“**MMSCMD**” means Million Metric Standard Cubic Meters per Day;

“**NIO**” means the Notice Inviting Offer;

“**PAN**” means the Permanent Account Number;

“**PIL Pipeline**” means the Kakinada to Bharuch natural gas pipeline owned and operated by Pipeline Infrastructure Limited;

“POA” means a Power of Attorney;

“Provisional GSPA Quantity” means the provisional GSPA Quantity as described in Section 8.3 of this RFP and as referred to in the illustration at Section 8.6 of this RFP;

“RFP” means this Request for Proposal along with all its Annexures;

“Tenure” means the period specified by a Bidder in its bid pursuant to Section 8.1.2 of this RFP;

“Ticker” means the minimum increment or decrement of any bid parameter during the E-Bidding Process as specified in Section 8.0 of this RFP;

“Working Days” means working hours (11:00 Hrs IST to 18:00 Hrs IST) from Monday to Friday (of any given week) excluding all public holidays; and

“Volume” shall have the meaning as specified in Section 8.1.1 of this RFP.

3. Eligibility Criteria

Each Bidder shall be required to meet the following criteria in order to participate in the E-Bidding Process:

- (i) be a company registered under the Companies Act 2013 / Multi State Cooperative Societies Act, 2002 (or under any previous company law);
- (ii) be ready to consume or offtake natural gas on or before the Buyer's Start Date through connectivity with the national gas grid or through any of the following natural gas pipelines, either directly or indirectly with PIL Pipeline:
 - 1. Integrated HVJ;
 - 2. GSPL network;
 - 3. DUPL-DPPL;
 - 4. DBPL;
 - 5. DBNPL;
 - 6. CJHPL;
 - 7. KG Basin Regional Network;
 - 8. any other pipeline providing connectivity (directly or indirectly) with PIL Pipeline; or
 - 9. any gas pipeline currently under construction which is expected to be commissioned by the date indicated by the Bidder in the relevant Annexure I to this RFP document;
- (iii) be engaged in the business that involves either the consumption or the sale and purchase of natural gas; and
- (iv) be required to upload the self-attested scanned copies of the documents at the E-Bidding Platform, for verification and validation by CRIS for participation and assessment of eligibility of the Bidders in the online bidding process as provided in Section 7.2.2 of this RFP.

In addition, a Bidder who is in the business of selling or marketing of natural gas either through a City Gas Distribution Network or otherwise shall be required to provide such other documents as specified in Section 7.2.2 of this RFP.

4. Information Technology Requirement

In addition to the eligibility criteria specified in Section 3 of this RFP, each Bidder shall be required to have access to the requisite information technology infrastructure as specified in this Section 4 to participate in the E-Bidding Process.

The minimum information technology requirement for participating in the E-Bidding Process shall include:

- (i) Computer systems with Internet Connection of minimum 256 kbps speed;
- (ii) Operating System should be Windows 7 and above;
- (iii) Supported Web Browsers: Internet explorer 11 ; and (**other web browsers like Mozilla, Chrome, Firefox, Safari, etc. are not supported**).
- (iv) Active Content: JavaScript, cookies, ActiveX controls, pop-ups must be enabled on all browsers
- (v) Recommended Screen Resolution: 1366 X 768 pixels
- (vi) System Access with Administrator Rights.

Interested parties who do not have access to the specified infrastructure requirements shall not be allowed to participate in the E-Bidding Process.

Please refer to further details on the system settings required prior to registration as provided in Annexure VI to this RFP, Bidder's manual and the responses to the FAQs as provided on the E-Bidding Platform.

In addition to the minimum information technology requirement specified above, to access the E-Bidding Platform, the Authorized Representative nominated by each Bidder is also required to obtain a legally valid Class-III Digital Signature Certificate (each, a "DSC") issued by any of the licensed certifying authorities operating under the Root Certifying Authority of India and the Controller Certifying Authority of India in accordance with the Information Technology Act 2000.

5. General Guidelines

- (i) Each Bidder is required to submit its bid based on the terms and conditions of this RFP and the GSPA, without any deviations or conditionality.
- (ii) Each Bidder shall participate in the E-Bidding Process at its own expense and none of the expenses incurred in its participation can be claimed from the Consortium or CRIS, regardless of the outcome of the E-Bidding Process.
- (iii) All queries pertaining to the bid process can be sent by email to **kgd6.rseriesgas@crisil.com** on or before 18:00 hours (Indian Standard Time) on the date specified in Section 6 of this RFP regarding '**Submission of pre-bid queries/enquiries**' or such other date as may be notified under this RFP.
- (iv) Responses to all the queries/enquiries will be published at <https://kgd6gas-ebidding.com/BID/> prior to the online E-bidding Date as specified in Section 6 of this RFP or such other date as may be notified under this RFP.
- (v) Each Bidder shall be required to upload the scanned documents that are specified in Section 7.2.2 at E-Bidding Platform and submit the physical copies of the required documents that are specified in Sections 7.2.2(vii) and 7.2.2(x) of this RFP as per the date specified in Section 6 of this RFP.
- (vi) A bid, once submitted, shall be binding on the Bidder who has submitted such bid. Each Bidder undertakes to offtake the GSPA Quantity as determined at the end of the E-bidding Process, at the Gas Price computed based on its 'Bid against price basis' pursuant to Section 8.1.1 of this RFP and for the Tenure specified by it in its bid pursuant to Section 8.1.2 of this RFP.
- (vii) Each Bidder shall be required to specify its Buyer's Start Date in the undertaking provided pursuant to Section 7.2.2 (xiii) in form of the Annexure I to this RFP, which can be any date between 1 April 2020 to 31 March 2021.
- (viii) In addition to the Gas Price, each Bidder acknowledges and agrees that it shall be liable to pay: (a) all taxes, duties and levies on the sale of gas as per the terms of GSPA; and (b) all transportation tariffs and charges and any taxes, duties and levies thereon as applicable, to the relevant transporters.
- (ix) The Provisional GSPA Quantity determined during the E-Bidding Process shall be rounded up to two decimal places. Each Bidder acknowledges that this rounding off may result in the sum total of Provisional GSPA Quantity determined during the E-Bidding Process exceeding the total quantity of gas available for bidding.
- (x) Each Bidder acknowledges and agrees that the invitation by the Consortium for submission of bids does not constitute a commitment by the Consortium to supply or sell gas. The Consortium's obligation to supply or sell gas to a Buyer shall become effective only upon the execution of the GSPA by the Consortium parties.
- (xi) Each Bidder undertakes to declare its use of the gas to be delivered by the Consortium, in form of the relevant Annexure I to this RFP.
- (xii) Each Bidder is required to register on the E-Bidding Platform in accordance with the instructions provided in Section 7.2.1 of this RFP.
- (xiii) A company which owns multiple gas consuming facilities (except gas aggregators or resellers) can participate in the E-Bidding Process by adhering to any one of the following conditions:

- (a) **Separate registrations for each facility:** Such a Bidder can participate in the E-Bidding Process by separately registering for each facility as specified in Annexure I(a) to this RFP. In such cases, the Bidder shall be required to create separate login IDs (using unique e-mail IDs) for each facility. Such a Bidder shall also be required to make separate submissions of the requisite documents for technical qualification as specified in Section 7.2.2 of this RFP for each facility as mentioned in Section 7.2.1 of this RFP. Such a Bidder shall also provide a separate Initial Security Deposit (as specified in Section 7.2.2.1(iii) of this RFP) for each facility. At the end of E-Bidding Process, a separate GSPA shall be executed by such a Bidder for the offtake of gas for each facility.

Illustration: A Bidder has two facilities (facility 1 and facility 2) and is planning to bid for 0.25 MMSCMD of gas for each of facility 1 and facility 2 during the E-Bidding Process. In this case, the Bidder shall be required to submit two separate Initial Security Deposits for the required amount as determined based on the table set forth in Section 7.2.2.1 of this RFP. If, at the end of the E-Bidding Process, the GSPA Quantity for facility 1 is determined to be 0.2 MMSCMD and the GSPA Quantity for facility 2 is determined to be 0.1 MMSCMD, the Bidder shall be required to execute two separate GSPAs with the aforementioned DCQ(s).

- (b) **Single registration for all facilities:** Such a Bidder can also participate in the E-Bidding Process through a single registration. In such cases, the Bidder shall be required to create a single login ID and submit the requisite documents as specified in Section 7.2.2 of this RFP for all the facilities declared in Annexure I(b) to this RFP. In this case, the Bidder shall be required to submit a consolidated Initial Security Deposit (as specified in Section 7.2.2.1(iii) of this RFP) for the aggregate gas volume for all its facilities. At the end of the E-Bidding Process, the Bidder will be required to indicate the allocation of the GSPA Quantity for its various facilities and execute separate GSPAs for each facility.

Illustration: A Bidder has two facilities (facility 1 and facility 2) and is planning to bid for 0.5 MMSCMD of gas (0.25 MMSCMD each for facility 1 and facility 2) during the E-Bidding Process. In this case, the Bidder shall be required to provide a single consolidated Initial Security Deposit for the specified amount as determined based on the table set forth in Section 7.2.2.1 of this RFP. If, at the end of the E-Bidding Process, the GSPA Quantity for the Bidder is determined to be 0.3 MMSCMD, the Bidder will be required to allocate such gas quantity between its facility 1 and facility 2 (e.g. 0.2 MMSCMD for facility 1 and 0.1 MMSCMD for facility 2) and thereafter, execute a separate GSPA for each facility with the aforementioned DCQ(s).

- (xiv) If a Buyer has entered into multiple GSPAs with the Consortium for more than one facility, such Buyer shall be allowed to interchange a portion or all of its DCQ amongst its different facilities. Such interchange shall, at all times, be subject to the following conditions:
- (a) the Buyer has made a written request for a change in DCQ (subject to a minimum gas offtake of 0.05 MMSCMD at each facility) from one facility of another facility; and
 - (b) such request is made a maximum of once in each calendar month;
 - (c) the Gas Price as determined pursuant to the E-Bidding Process is the same for all of the Buyer's facilities;
 - (d) relevant amendments to the GSPA;
 - (e) at the time of submitting its request to the Consortium, the Buyer shall specify the reason(s) for such interchange in volume offtake; and
 - (f) the allocation of the revised DCQ(s) for all of the Buyer's facilities (the sum of which shall be equal to the aggregate DCQ for the Buyer) shall be notified to the Consortium by no later than fifteen (15) days prior to the date on which such request for change in DCQ is proposed to be effective.

- (xv) Any login ID created shall be valid for a period of one (1) month from the date of bidding and all documents, bid-related information, etc. linked to the bidding process shall be withdrawn from the online E-Bidding Platform and archived after 30 days from the close of the E-Bidding Process.
- (xvi) Any erroneous or incomplete bids entered by any Bidder during the E-Bidding Process shall be rejected by the E-Bidding Platform.
- (xvii) Any attempt by a Bidder to influence the bidding process or the evaluation and determination of bids shall immediately result in a disqualification of its bid.
- (xviii) The outcome of the bidding process and the results determined pursuant to the E-Bidding Process shall be final and binding on all Bidders and shall not be a subject of dispute under any circumstances.
- (xix) Each Bidder represents and acknowledges to the Consortium and CRIS that it possesses the necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved, in the performance of the provisions of this RFP and the GSPA.
- (xx) The Consortium reserves the right to withhold or withdraw the 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 notice to all Bidders. CRIS, at its sole discretion, reserves the right, without any obligation or liability, to accept or reject any or all of the bids at any stage of the bidding process
- (xxi) All future amendments, if any, to this RFP and the GSPA during the bidding process shall be published at <https://kgd6gas-ebidding.com/BID/> for notification to all Bidders.
- (xxii) Each Bidder shall electronically submit and upload its completed and signed RFP (including any addendum or corrigendum if issued) and the GSPA as duly signed by its Authorized Representative on all pages, along with all other relevant details provided in this RFP on the E-Bidding Platform.
- (xxiii) Each Bidder shall be required to map its DSC with its login ID prior to the submission of the documents required during Stage II of the bidding process.
- (xxiv) 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.
- (xxv) Each Bidder must ensure that its bid is complete in all respects and conforms to all the terms and conditions specified in this RFP, failing which its bid may be rejected without CRIS seeking any clarifications on any exception/deviation taken by it in its bid.
- (xxvi) Responses to Frequently Asked Questions (FAQs) have been provided for each Bidder's reference on the E-Bidding Platform.

- (xxvii) In the unlikely event of data loss or corruption, and if the back-up facility is also affected, CRIS shall decide whether the E-Bidding Process shall be continued or suspended until further notice. In this case, the decision of CRIS shall be final and binding upon all Bidders.
- (xxviii) In case of any conflict between the provisions of this RFP and the GSPA, the provisions of the GSPA shall prevail.
- (xxix) E-Bidding Process shall be audited by a competent agency.

6. Bidding Schedule

The schedule for the E-bidding Process shall be as follows:

Event	Timeline
Publication of Notice Inviting Offer	24 August 2019
Release of this RFP and the GSPA	24 August 2019
Submission of pre-bid queries/enquiries	4 September 2019
Pre-bid meeting	11 September 2019
Training Programme on the E-Bidding Platform (after the Pre-bid meeting)	11 September 2019
End date for submission of technical documents pursuant to Section 7.2.2 of this RFP	20 September 2019
End date for submission of the Initial Security Deposit and the POA	20 September 2019
Evaluation of technical documents	25 September 2019
Determination of Bidders who are eligible to participate in the E-Bidding Process	26 September 2019
Test run for eligible Bidders on the E-Bidding Platform	3 October 2019
E-Bidding Date and time	10 October 2019 (11:00 hours (Indian Standard Time))
Execution of the GSPA	Within 15 Working Days from the date of closure of the E-Bidding Process

7. Description of the Bidding Process

7.1 Stage I: Bidding Information

7.1.1 Step 1: Notice Inviting Offer

The Consortium has published a Notice Inviting Offer in the following leading Indian newspapers:

Newspaper Name	Edition and Language	Date of Publication
Times of India	National / English	24 August 2019
Hindustan Times	National / English	24 August 2019
Eenadu	Andhra Pradesh / Telugu	24 August 2019

7.1.2 Step 2: Download RFP and GSPA

Interested Bidders are requested to download the RFP and the GSPA from <https://www.ril.com/eB2B/Bidder-KGD6.aspx> or <https://kgd6gas-ebidding.com/BID/>.

7.1.3 Step 3: Submission of Pre-bid queries

All the queries pertaining to the bid process can be sent to CRIS by email at kgd6.rseriesgas@crisil.com on or before (18:00 hours (Indian Standard Time)) as per the date specified in Section 6 of this RFP or such other date as may be notified by CRIS. Responses to all the queries/enquiries will be published at <https://kgd6gas-ebidding.com/BID/> prior to the E-Bidding Date as specified at Section 6 of this RFP or such other date as may be notified by CRIS.

7.1.4 Step 4: Pre-bid meeting

A pre-bid meeting shall be held to provide an opportunity to all Bidders for interaction with regards to the various provisions relating to the E-Bidding Process and the terms and conditions of this RFP and the GSPA. CRIS and the Consortium shall endeavor to respond to all the queries received during or before the pre-bid meeting. Bidders who wish to attend the pre-bid meeting are requested to notify CRIS on kgd6.rseriesgas@crisil.com on or before September 4, 2019. The date for the pre-bid meeting shall be as per date specified in Section 6 or as notified to all Bidders who have indicated their interest to attend the pre-bid meeting through e-mail. The venue for the pre-bid meeting shall be communicated through e-mail.

A Bidder who wishes to attend the pre-bid meetings shall provide its authorized personnel, who are attending the pre-bid meeting on its behalf, with an official letter issued on the Bidder's company letterhead, specifying that the named individual is its authorized personnel to attend the meeting.

7.1.5 Step 5: Bidder Training on bidding process

Following the pre-bid meeting, a training programme will be held on the same day so as to enable the authorized personnel of the Bidders who have attended the pre-bid meeting to familiarize themselves with the E-Bidding

Process. CRIS shall communicate the details of such training programme by email and this will be also be uploaded at <https://kgd6gas-ebidding.com/BID/>.

7.2 Stage II: Technical Evaluation

7.2.1 Step 1: Creation of Login ID and Password by Bidders

- i. Each interested Bidder is required to register itself on the E-Bidding Platform.
- ii. At the time of registration, each Bidder shall be required to provide the following details:
 - a. name and registered office address of the Bidder;
 - b. address of the Bidder's gas consuming facility;
 - c. the primary and secondary points of contact for the Bidder (including address, contact numbers and email addresses);
 - d. the name of the connected existing or upcoming pipeline through which the gas it wishes to purchase will be delivered to its facility; and
 - e. the business of the Bidder (Power, Fertilizer, CGD, Petrochemical, Refinery, Steel, Industry, etc.).
- iii. Each Bidder shall be required to enter a unique set of email ID and password and map the DSC at the time of registration, which shall subsequently be used by the Bidder to access the E-Bidding Platform. Bidders are required to ensure that the DSC is in the name of Authorized Representative of the Company for whom the Power of Attorney has been submitted as per Section 7.2.2 and registration of the Bidder in E-Bidding Platform must be done with the same Email ID for which the DSC has been issued.
- iv. Upon successful registration on the E-Bidding Platform, CRIS shall verify and approve Bidder's profile on the E-Bidding Platform. Each Bidder shall be notified through a system generated email.
- v. Post Bidder's training on bidding process - under Section 7.1.5, CRIS shall configure system event for technical evaluation and notify Bidders to upload and submit requisite documents on E-Bidding Platform as per the documents listed in Section 7.2.2 of this RFP.
- vi. Pursuant to CRIS notification as per subsection 7.2.1 v. above, Bidder shall be able to login and access the E-Bidding Platform to upload the requisite documents which are listed in Section 7.2.2 of this RFP.
- vii. The email ID provided at the time of registration shall be used subsequently to log in to the E-Bidding Platform and for all future communications/notifications from CRIS. Each Bidder shall be required to use the same email ID as used during the registration for the entire E-Bidding Process.

7.2.2 Step 2: Documents for Technical Evaluation

Each Bidder shall be required to upload duly signed scanned copies of the following documents on the E-Bidding Platform:

- i. its Company Registration Certificate;
- ii. its Audited Financial Statements for the last three financial years;
- iii. its PAN Card;
- iv. its Value Added Tax Registration Certificate (optional for manufacture of only GST products);
- v. its Central Sales Tax Registration Certificate (optional for manufacture of only GST products);
- vi. its Goods & Services Tax (GST) Registration Certificate;

- vii. its Initial Security Deposit, in the format specified in Annexure III to this RFP;
- viii. its duly signed GSPA;
- ix. its duly signed RFP and amendments (if any);
- x. its Power of Attorney;
- xi. its Memorandum of Association and Articles of Association (only for gas aggregators and resellers);
- xii. its undertaking that its premises is connected or likely to get connected to any one of the pipelines specified in Section 2 of this RFP on or before the Buyer's Start Date for offtake of gas, in the form of the relevant Annexure I to this RFP;
- xiii. its undertaking for a date from which the Bidder is looking to offtake gas, in the form of Annexure II to this RFP;
- xiv. its register of directors or board resolution appointing the current directors; and
- xv. its copy of register detailing the shareholding breakdown of the company

Each of the foregoing documents (other than the GSPA, the RFP and the undertakings), should be self-attested by the Bidder's Authorized Representative prior to uploading on the E-Bidding Platform. Each of the GSPA, RFP and the undertakings must be duly signed by the Bidder's authorized signatory.

The Initial Security Deposit, given in Annexure III to this RFP and the POA should be submitted to the below mentioned address, within the timelines as specified in Section 6 of this RFP:

**Energy & Natural Resources Department,
CRISIL Infrastructure Advisory,
CRISIL Risk and Infrastructure Solutions Limited
5th Floor, CRISIL House, Hiranandani Business Park,
Powai, Mumbai – 400 076.**

7.2.2.1 Security Deposit

- i) Each Bidder who is interested in participating in the E-Bidding Process is required to provide a security deposit in the form of a bank guarantee as specified in Annexure III to this RFP. The bank guarantee provided prior to the bidding (the "Initial Security Deposit") shall be valid for a period of three (3) months from the E-Bidding Date specified in Section 6 of this RFP and can be provided in favor of either of the Consortium members.
- ii) At the end of the E-Bidding Process, each Buyer shall be required to replace the Initial Security Deposit with a final security deposit at the time of execution of the GSPA (the "Final Security Deposit") in the form of a bank guarantee as specified in Annexure IV to this RFP. The Final Security Deposit shall be valid for a period up to 30 April 2021 and can be provided in favor of either of the Consortium members.
- iii) The Initial Security Deposit shall be for an amount equivalent to the value as provided in the table below :

Sr. No.	Bid Volume (in MMSCMD)	Initial Security Deposit (INR Crore)
1	0.05 to 0.50	1.20
2	> 0.50 to 1.50	3.50
3	> 1.50 to 2.50	7.00
4	> 2.50 to 5.00	14.00

- iv) The Final Security Deposit shall be calculated as follows:
Gas Price x 10 days of the GSPA Quantity.
However, at all times, the following conditions should be adhered to:
 - a. the Gas Price shall be computed in a manner as specified in Section 8.1.1 of this RFP;

- b. the Gas Price shall be computed on a GCV basis (in United States Dollar per MMBtu); and
 - c. for the purposes of computing the Final Security Deposit, the following considerations shall be used:
 - i. Exchange Rate: Rs. 70 per US\$;
 - ii. Brent Crude Price: US\$60 per barrel; and
 - iii. Conversion factor: 33,000 MMBtu per MMSCM.
- v) The bank guarantee towards Initial and Final Security Deposit above shall be provided by the Bidders from a bank included in the list provided at Annexure-VII of RFP.
 - vi) The Initial Security Deposit for the Bidders with unsuccessful bids shall be returned within 15 Working Days after the bidding is over. The Initial Security Deposit for all Buyers shall be returned only after the receipt of the Final Security Deposit from the relevant Bidder.
 - vii) Each Buyer shall be required to submit the payment security, in accordance with the terms of the GSPA, at least seven (7) days prior to the Start Date as determined pursuant to the terms of the GSPA. Upon receipt of such payment security, the Final Security Deposit shall be returned to the relevant Buyers.
 - viii) The Initial Security Deposit submitted by the Buyer will be liable for forfeiture in case such Buyer fails to execute the GSPA and/or fails to provide the Final Security Deposit in accordance with the terms of this RFP. The Final Security Deposit submitted by a Buyer will be liable for forfeiture in case such Buyer fails to issue the payment security within seven (7) days prior to the Start Date as required under the terms of the GSPA.

7.2.3 Step 3: Evaluation of documents by CRIS

- i. CRIS shall electronically access the documents specified in Section 7.2.2 of this RFP.
- ii. Prior to the evaluation of the documents provided by each Bidder, CRIS shall assess whether each Bidder has submitted the documents as specified in Section 7.2.2 of this RFP. A bid shall be considered as technically valid if all of the documents specified in Section 7.2.2 of this RFP have been submitted.
- iii. CRIS reserves the right to reject any bid based on the evaluation of the documents specified in Section 7.2.2 of this RFP. Subsequently, CRIS shall have the right not to entertain any request for alteration, modification or substitution of any one or all of the documents specified in Section 7.2.2 of this RFP with respect to the technical evaluation, provided that CRIS 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.
- iv. CRIS 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. In such an event, the Initial Security Deposit shall be returned within 15 Working Days after CRIS' decision not to proceed with such technical evaluation.
- v. To facilitate its evaluation, CRIS 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 CRIS. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- vi. In case a Bidder does not provide the clarifications sought by CRIS within the timeframes specified by CRIS, its bid shall be deemed invalid and shall not be evaluated.

7.2.4 Step 4: Notification to eligible Bidders by CRIS

After the evaluation of the documents specified in Section 7.2.2 of this RFP, CRIS shall, by email, inform all eligible Bidders of their advancement to Stage III of the bidding process on the date specified in Section 6 of this RFP.

7.2.5 Step 5: Mapping of Bidders to bidding process by CRIS

All eligible Bidders shall subsequently be mapped to the E-Bidding Platform by CRIS. Bidders shall be able to access the E-Bidding Platform on or after 11:00 hours (Indian Standard Time) on the date specified in Section 6 of this RFP.

7.3 Stage III: Bidding

7.3.1 Step 1: Accessing bidding platform

CRIS shall notify Bidders by email that the E-Bidding Platform is ready following the mapping of all eligible Bidders to the E-Bidding Platform.

7.3.2 Step 2: Test run on E-Bidding Process

Prior to the E-Bidding Date, CRIS shall organize a programme for test run of E-Bidding Process to help Bidders familiarize themselves with the requisite features of the E-Bidding Platform. Such programme shall be held on such date as specified in Section 6 of this RFP .

At least one (1) week prior to the programme, CRIS shall notify the relevant Bidders via email about the schedule, venue and contact details for the programme.

7.3.3 Step 3: Participating in bidding

Each eligible Bidder shall be able to participate in the E-Bidding Process on E-Bidding Platform on the E-Bidding Date and time specified in Section 6 of this RFP. The E-Bidding Process shall be carried out according to the E-Bidding mechanism as specified in Section 8 of this RFP.

8. E-Bidding Mechanism:

8.1 Bid parameters

To participate in the E-Bidding Process, each Bidder shall be required to quote valid bids against the three parameters specified below. At all times during the E-Bidding Process, such bid quoted must be in compliance with the criteria set forth in Sections 8.1.1, 8.1.2, and 8.1.3 of this RFP.

- (i) **'Bid against price basis'**: Denoted as a variable 'V' as specified in Section 8.1.1 of this RFP, that a Bidder would be required to quote in percentage (%) terms.
- (ii) **Tenure**: Duration for which a Bidder desires to purchase gas as described in Section 8.1.2 of this RFP.
- (iii) **Volume**: Quantum of gas volume that a Bidder would be ready to offtake as described in Section 8.1.3 of this RFP.

8.1.1 'Bid against price basis'

A Bidder shall be required to quote the variable denoted as 'V' in percentage as a positive number (**'Bid against price basis'**) pursuant to the Gas Price formula specified below:

Gas Price (in US\$/MMBtu (GCV)) shall be the lower of:

- (i) **(V%) x Dated Brent; or**
- (ii) **PPAC Gas Price Ceiling**

Where,

*Gas Price would be computed up to **three decimal places***

Dated Brent means the price expressed in US\$/barrel and rounded to two (2) decimal places based on the average of the mean of the high and low quotations appearing in "Platt's Crude Oil Market wire" under the heading "Key benchmarks (\$/barrel)" for "Brent (Dated)" (including any published correction) for each publication day for Platt's Crude Oil Market wire during the 3 (three) calendar months immediately preceding relevant contract month in which gas supplies are made.

*V in % shall be quoted by a Bidder which should be a positive number and up to **one decimal place**.*

PPAC Gas Price Ceiling means the ceiling price of domestic natural gas as notified by Petroleum Planning and Analysis Cell (PPAC) from time to time, pursuant to Ministry of Petroleum and Natural Gas notification on "Marketing including pricing freedom for the gas to be produced from discoveries in Deepwater, Ultra Deepwater and High Pressure – High Temperature areas" dated 21.03.2016.

- (i) **Starting 'Bid against price basis'**: The starting 'Bid against price basis' for the E-Bidding Process is V = 9.0%. Each Bidder is required to enter bids that are higher than or equal to the starting 'Bid against price basis'. Any bid lower than such starting 'Bid against price basis' shall not be accepted by the system.
- (ii) **Ticker size for 'Bid against price basis'**: During the E-Bidding Process, for 'Bid against price basis' only upward increments shall be allowed and it can not be decreased. The minimum increment Ticker size for the 'Bid against price basis' shall be 0.1%, and a Bidder is only able to increase its previous 'Bid against price basis' in multiples of the Ticker size defined.
- (iii) Any unreasonably high 'Bid against price basis' shall not be accepted by the E-Bidding Platform.

8.1.2 Tenure

Each Bidder is required to submit its Tenure bids in years which should be within the Tenure range specified below. A Bidder looking to revise its Tenure bids shall be required to do so by adhering to the increment/decrement Ticker specified below. At all times, any Tenure bid submitted by a Bidder should lie within the Tenure range specified.

- (i) **Tenure range:** The Tenure quoted by a Bidder must be a positive whole number within the Tenure range (i.e. between 2 years and 6 years). During the E-Bidding Process, if a Bidder quotes any Tenure bid that falls outside the specified range, its bid shall be rendered invalid.
- (ii) **Ticker for Tenure increment or decrement:** During the E-Bidding Process, the Tenure bid can be increased or decreased, provided that the 'Bid against price basis' is simultaneously increased. The Ticker size for any increment or decrement for Tenure bids shall be 1 year.

8.1.3 Volume

A Bidder shall be required to quote Volume bids that it would be ready to offtake from the Start Date. Such bids should be quoted in million standard cubic meters per day (MMSCMD). All bids quoted against Volume shall be in **two decimal points**. At all times, a Volume bid must comply with the following requirements:

- (i) **Total Available Volume:** A total volume of 5.0 MMSCMD would be available for bidding;
- (ii) **Minimum Volume bid:** The minimum volume for the bidding process shall be 0.05 MMSCMD;
- (iii) **Maximum Volume bid:** The maximum volume that a Bidder can bid for during the bidding process shall be as per the volume mapped to such Bidder based on the Initial Security Deposit that it has submitted (refer to Section 7.2.2.1 of this RFP);
- (iv) **Ticker size for volume bid increment/decrement:** The Ticker size for volume bid increment/decrement for the bidding process shall be 0.01 MMSCMD;
- (v) **Increment/Decrement:** The Volume bid can be increased or decreased provided the 'Bid against price basis' is increased; and
- (vi) **Provisional GSPA Quantity:** The Volume bid can never be less than the Provisional GSPA Quantity determined by the E-Bidding Platform. Further, if the Provisional GSPA Quantity is less than the minimum volume bid specified at Section 8.1.3(ii) above, the next Volume bid must be equal to or higher than the minimum volume bid specified at Section 8.1.3(ii).

8.2 Bidding Time and Closure

The key features associated with the E-Bidding Process are as follows:

- (i) **Bidding Duration:** The bidding process shall be conducted for a period of 180 minutes on the E-Bidding Date specified in Section 6 of this RFP.
- (ii) **First Bid Period:** Once the bidding starts, a pre-defined period of the first 60 minutes shall be considered as the "**First Bid Period**". Each Bidder is required to submit quotes for all three parameters (i.e. 'Bid against price basis', Volume and Tenure) during the First Bid Period. Only Bidders who have submitted valid bid(s) during this First Bid Period shall continue to participate in the remaining period of the 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 bidding process.

- (iii) **Subsequent Bids:** Upon the submission of a valid first bid within the First Bid Period, a Bidder can revise its bid any number of times during the Bidding Duration specified in Section 8.2(i) of this RFP.
- (iv) **Extension of Bidding Duration:**
 - (a) If a valid bid is received within the last 10 minutes before the close of the bidding period and such bid alters the Provisional GSPA Quantity determined by the E-Bidding Platform for any of the Bidder, there would be an automatic 30 minutes extension of the Bidding Duration.
 - (b) After the first extension of the Bidding Duration, if a valid bid is received during the last 10 minutes before the close of the extended bidding period, and such bid alters the Provisional GSPA Quantity determined by the E-Bidding Platform for any of the Bidder, the Bidding Duration shall be further extended for another period of 30 minutes.
 - (c) The auto-extension process described in this Section 8.2(iv) of this RFP will continue to apply until the conditions for closing the bid as specified in Section 8.2(v) of this RFP are met, and such auto-extensions may result in the bidding process extending beyond the E-Bidding Date.
- (v) **Bidding Closure:** The E-Bidding Process ends if:
 - (a) no valid bids are received within the First Bid Period; or
 - (b) if the Bidding Duration expires with no bid revision in the period specified in Section 8.2(iv) of this RFP which alters the Provisional GSPA Quantity.
- (vi) **Working Days:** The bidding process shall be conducted on Working Days only. If any extension in the bidding process is triggered within the last 10 minutes immediately preceding 18:00 hours (Indian Standard Time) of any Working Day, such an extension shall be the last extension for that Working Day and the E-Bidding Process shall be paused at 18:30 hours (Indian Standard Time). If there is any further extension triggered within the last 10 minutes immediately preceding 18:30 hours, the e-bidding shall resume at 11:00 hours (Indian Standard Time) on the next Working Day.

8.3 Determination of Provisional GSPA Quantity and GSPA Quantity

- (i) Upon the submission of the bids, the E-Bidding Platform shall assess the parameters against the rules specified in Section 8.1 of this RFP.
- (ii) If a bid does not conform to the bidding rules specified in Section 8.1 and of this RFP, the E-Bidding Platform shall display the relevant message stating that the bid entered was invalid and its Bidder shall be required to submit new bids to continue in the E-Bidding Process.
- (iii) During the E-Bidding Process, as and when any new valid bid is received, the E-Bidding Platform shall follow the below mentioned steps:
 - a. **Step 1:** The 'Bid against price basis' shall be arranged in descending order.
 - b. **Step 2:** The Provisional GSPA Quantity shall be determined in as follows:
 - (i) The Provisional GSPA Quantity shall be determined for the highest Bidder (for 'Bid against price basis') for the full volume which it has quoted (subject to the maximum bid volume), 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 for any valid bids for 'Bid against price basis', the E-Bidding Platform shall arrange such tied bids in descending order based on the Tenure quoted. In such case, the Provisional GSPA Quantity shall be determined for the highest bid (for Tenure) amongst the tied bids, for the full volume which it has quoted (subject to the maximum bid volume), followed by the next highest

- bid (for Tenure) for its quoted volume or remaining available volume, whichever is lower, and so on until the total available volume is fully allocated.
- (iii) In case of a tie in both the 'Bid against price basis' and Tenure, and if the aggregate volume of gas quoted by these Bidders is more than the available gas volume, the available gas volume shall be pro-rated amongst these Bidders based on the volumes which such Bidders quoted.
 - c. **Step 3:** Steps 1 and 2 shall continue throughout the E-Bidding Process and the Provisional GSPA Quantity shall continue to be determined by the E-Bidding Platform dynamically, until the conditions for the closing of the E-Bidding Process as specified in Section 8.2(v) are met.
 - d. **Step 4:** Upon the closing of the E-Bidding Process, the Provisional GSPA Quantity determined based on the last bids received shall be considered as the GSPA Quantity for each Bidder.

8.4 Notification by CRIS and execution of GSPA

Post completion of the E-Bidding Process, CRIS shall notify the Consortium and identified Bidders on GSPA Quantity determined at the 'Bid against price basis' and Tenure determined pursuant to Bidder's last bid during the E-Bidding Process. For the purpose of signing the GSPA, the GSPA Quantity in MMSCMD shall be converted into MMBtu per day based on GCV of 33,000 MMBtu per MMSCM.

Based on the above, the Consortium shall execute GSPA with the Buyer. The execution of GSPA will be subject to Buyer having satisfactorily clearing the "CDD".

8.5 Illustration of the Bidder's screen

The snapshot of the screen on which each Bidder shall be required to place their bids have been illustrated below:

Bidding hall
Go back

Key links View notice & document | Bid history

Current date and time : 23/08/2019 18:11:24 Start date and time : 23/08/2019 17:45:00 End date and time :23/08/2019 20:45:00

🕒 Bid remaining time : 2 Hr - 33 Minutes - 37 Seconds
Current extension : 0

🕒 Time period for first bid
Remaining time :0 Hr - 33 Minutes - 37 Seconds

Bid Configuration	Starting 'Bid against Price basis' (V in %) : 9.0	Bid Volume (in MMSCMD) : Min - 0.05 Max - 5.00	Bid Tenure (in Years) : Min - 2 Max - 6
Ticker criteria	Price Ticker (%) : 0.1	Bid Volume Ticker (in MMSCMD) : 0.01	Bid Tenure Ticker (in Years) : 1
Last Bid Detail	Last Valid 'Bid against Price basis' (V in %) : 9.0	Provisional CSPA Quantity (in MMSCMD) : 1.00	Bid Submission Date and Time : 23/08/2019 17:52:08
Next Possible Bid	Next Possible Bid against Price basis (V in %) : 9.1 or higher in multiples of 0.1	Next Possible Bid Volume (in MMSCMD) : 1.00 , 1.01 or higher in multiples of 0.01	Highest 'Bid against Price basis' (V in %) : 9.0

Item Name	Total Available Volume (in MMSCMD)	Bid against Price Basis (V in %)	Bid Volume (in MMSCMD)	Bid Tenure (in Years)	Submit
Natural Gas	5	<input type="text" value="9.1"/>	<input type="text" value="1"/>	<input type="text" value="3"/>	<input type="button" value="Bid"/>

8.6 Illustration for E-Bidding

An illustration for the above process, assuming a total available volume of 5.0 MMSCMD, is provided in the table below:

Bidder	V (in %)	Volume Quoted (in MMSCMD)	Tenure Quoted (in Years)	Cumulative Volume Quoted (MMSCMD)	Provisional GSPA Quantity (MMSCMD)
Bid 1 (Within First Bid Period)					
Bidder 1	12.3	1.30	2	1.30	1.30
Bidder 2	11.1	1.40	4	2.70	1.20
Bidder 3	11.5	1.30	6	4.00	1.30
Bidder 4	11.2	1.20	5	5.20	1.20
Bidder 5 (Does not submit bid)	NA	NA	NA	NA	NA
Bid 2					
Bidder	V In %	Volume Quoted (in MMSCMD)	Tenure Quoted (Years)	Cumulative Volume Quoted (MMSCMD)	Provisional GSPA Quantity (MMSCMD)
Bidder 1	12.5	1.40	2	1.40	1.40
Bidder 2	12.0	1.70	5	3.10	1.70
Bidder 3	12.0	2.00	4	5.10	1.90
Bidder 4	11.5	1.30	5	6.40	0.00
Bid 3					
Bidder	V In %	Volume Quoted (in MMSCMD)	Tenure Quoted (Years)	Cumulative Volume Quoted (MMSCMD)	Provisional GSPA Quantity (MMSCMD)
Bidder 1	12.5	1.40	2	1.40	1.40
Bidder 2	12.2	1.80	5	3.20	1.80
Bidder 3	12.0	2.00	4	5.20	1.09
Bidder 4	12.0	1.30	4	6.50	0.71
Bid 4 (No revision in bids in last 10 Minutes – bidding closure)					
Bidder	V In %	Volume Quoted (in MMSCMD)	Tenure Quoted (Years)	Cumulative Volume Quoted (MMSCMD)	GSPA Quantity (MMSCMD)
Bidder 1	12.5	-----	-----	-----	1.40
Bidder 2	12.2	-----	-----	-----	1.80
Bidder 3	12.0	-----	-----	-----	1.09
Bidder 4	12.0	-----	-----	-----	0.71

Upon closure of the E-Bidding Process, the Consortium shall execute separate GSPAs with Bidder 1, Bidder 2, Bidder 3 and Bidder 4. The DCQs for these GSPAs shall be 1.40 MMSCMD, 1.80 MMSCMD, 1.09 MMSCMD, and 0.71 MMSCMD, respectively.

8.7 Bidding Support

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

Query Type	Contact Details
General clarification regarding bidding process	kgd6.rseriesgas@crisil.com Amit Kumar [+91 224254 1892] [+91 700799 6430] Anupam Dubey [+91 223342 1821]
Technical support	support.ebidding@eptl.in +91-79-68136880; 9904407998; 9081000427

9. Bid Formats

9.1 Annexure I(a): Format of declaration by a Bidder with separate registration for each facility pursuant to Section 5(xiii)(a)

On Company's letter head

Date []

From:

[Company's exact legal name & address]

To:

Head – Gas Marketing
Building 6 D, First Floor
Reliance Corporate Park,
Thane Belapur Road, Ghansoli
Navi Mumbai – 400 701

Subject: Declaration of Use of Gas

We, _____ (Bidder to specify exact legal name), have our registered office at _____.

We hereby declare that we are in the business of [_____]. The location of the facility for consumption of gas is at _____.

We hereby further declare that our facility [_____] is connected to _____ pipeline or likely to get connected to _____ pipelines to offtake gas from the Delivery Point.

Authorized Representative Name

Signature

Designation

Company Seal

Annexure I(b): Format of declaration by a Bidder with a single registration for multiple facilities pursuant to Section 5(xiii)(b)

On Company's letter head

Date []

From:

[Company's exact legal name & address]

To:

Head – Gas Marketing
Building 6 D, First Floor
Reliance Corporate Park,
Thane Belapur Road, Ghansoli
Navi Mumbai – 400 701

Subject: Declaration of Use of Gas

We, _____ (Bidder to specify exact legal name), have our registered office at _____.

We hereby declare that we are in the business of [_____]. The details of our facilities for consumption of gas is as mentioned in the table below:

Sl. No.	Location of facility	Natural Gas Pipeline (existing/under construction)

We hereby further declare that our facilities, are connected or likely to get connected to the above pipelines to offtake gas from the Delivery Point.

Authorized Representative

Name

Signature

Designation

Company Seal

Annexure I(c): Format of declaration by a Bidder who is an aggregator/reseller

On Company's letter head

Date []

From:

[Company's exact legal name & address]

To:

Head – Gas Marketing
Building 6 D, First Floor
Reliance Corporate Park,
Thane Belapur Road, Ghansoli
Navi Mumbai – 400 701

Sub: Declaration of Use of Gas

We, _____ (Bidder to specify exact legal name), have our registered office at
_____.

We hereby declare that we are in the business of sale and marketing of gas as an aggregator / resellers as per our Memorandum of Association and Articles of Association.

We hereby further declare that we are ready to offtake gas from the Delivery Point.

Authorized Representative Name

Signature

Designation

Company Seal

9.2 Annexure II: Format for Declaration of Commencement of gas offtake

On Company's letter head

Date []

From:

[Company's exact legal name & address]

To:

Head – Gas Marketing
Building 6 D, First Floor
Reliance Corporate Park,
Thane Belapur Road, Ghansoli
Navi Mumbai – 400 701

Sub: Declaration of Date for Gas Offtake

We _____ (customer to specify exact legal name), having our registered office at _____ and principal place of business at _____, hereby declare that we shall offtake gas from the Delivery Point and consume at the Gas consuming facility specified in Annexure I (a)/(b)/(c) from _____ (such date shall not be beyond 31 March, 2021).

Authorized Representative Name

Signature

Designation

Company Seal

9.3 Annexure III: Format for Bank Guarantee for Initial Security Deposit
[To be provided by Wednesday, August 28, 2019]

9.4 Annexure IV: Format for Bank Guarantee for Final Security Deposit
[To be provided by Wednesday, August 28, 2019]

9.5 Annexure V: Confirmation to be given by the prospective Bidder

Following confirmations are to be given by the Bidder by putting a tick (✓) in the last column

Particulars	Confirmation
We hereby confirm that we have read and understood the Gas Sale and Purchase Agreement.	
We hereby confirm that we have read and understood the terms and condition provided in this RFP.	
We hereby confirm that we have read and understood the E-Bidding Process described in this RFP.	
We hereby confirm that details of pipeline connectivity furnished in the bid format as per "Annexure I(a) / Annexure I(b) / Annexure I(c)" (strike out whichever is not applicable) to this RFP are true.	
We hereby confirm that we have read and understood the system requirements as provided in Section 4 of this RFP and Annexure VI to this RFP.	
We hereby confirm to take part in the bidding as per the instructions and process described in this RFP.	
We hereby confirm that we are in compliance with the requirements of the entire bidding process and no deviations have been taken to the requirements in this RFP (including any addendums, corrigendum etc.) and the GSPA.	
We hereby confirm that all handwritten matter in all the documents submitted are authenticated by us.	
We hereby confirm that the unconditional validity of our bid submitted on the E-Bidding Platform shall be valid for a period of 6 months from E-Bidding Date.	
We hereby confirm our acceptance to offtake the gas from the Buyer's Start Date as specified in Annexure II to this RFP document from the Delivery Point in accordance with the terms of the GSPA.	

Authorized Representative Name

Signature

Designation

Company Seal

9.6 Annexure VI: System Requirements

This Annexure VI to this RFP contains information regarding system requirements over and above the requirements specified in Section 4 of this RFP. In case of any conflict between the provisions of this Annexure VI to this RFP and the provisions of Section 4 of this RFP, each Bidder is hereby requested to consider the provisions of Section 4 of this RFP as appropriate.

9.6.1 Java

Java Platform/Applet is used for Digital Signature generation, verification. Under Windows, the browsers will usually, but not always, have Java enabled by default. However, users are advised to check their respective browsers to ensure that Java plug-in is enabled. **It is important that a Bidder has an up to-date version of Java installed on any computer this it is using in the E-Bidding Process.**

If a Bidder is using Windows, it can find out if it has Java installed on its computer using Sun Microsystems' Java installation verification tool which can be found at <http://www.java.com/en/download/installed.jsp>.

In such cases, a Bidder may need to refer to its IT department or other suitably qualified persons to ensure that its PC has a Java installed and enabled on its browser, and that its Internet browser is correctly set up. Sun Microsystems' Java website at <http://java.com> may provide helpful information on how to do this. Please note that appropriate administrative rights may be required in order to install Java and **Digital Signature Certificate (DSC)** on the Bidder's computer.

A Bidder should ensure that its computer is free from viruses, especially key-logging programs. It is the responsibility of each Bidder to ensure that computer is functioning reliably and that appropriate computer security measures are in force. Once the DSC that authenticates the Bidder has been installed on the computer, the Bidder should ensure that the computer is kept secure and not accessible by unauthorized personnel

9.6.2 Tool bar/ Add-On/ Pop up blocker

A Bidder should ensure that there is no software installed on its computers that might interfere with the normal operation of its Internet browser. Each Bidder should ensure that it does not use any pop-up blockers, such as those provided by Internet Explorer and complementary software (e.g. the Google tool bar).

9.6.3 Power Management Settings

To ensure that a Bidder does not face any delay or difficulty in accessing the E-Bidding Platform, it is recommended that a Bidder:

- a) turns off any power management features on its computer such as automatic hibernation or suspension; and
- b) disables any screensavers.

If a Bidder's computer hibernates or suspends automatically, it will need to go through the login procedures again when the computer is awakened. This will cause some delay in returning to the E-Bidding Platform.

9.6.4 Access of other Software / Website during E-Bidding Process

It is recommended that a Bidder does not open other web pages when it is accessing the E-Bidding Platform. Viewing other web pages (especially complex ones) while accessing the E-Bidding Platform increases the risk of possible problems with its browser. Therefore, it is recommended that each Bidder should dedicate one computer to run the E-Bidding Process, and not to utilize such designated computer to access other web pages or run other platforms. This will help to minimize the risk of crashes or other potential problems.

9.6.5 Internet Connection

To access the E-Bidding Platform, a Bidder will need an Internet connection. We recommend that a Bidder use a reliable broadband Internet connection with a download bandwidth of 256 k bit/s or higher. Wireless connections may be adequate, but it is important that the latency of network connections to the E-Bidding Process does not exceed 20-30 seconds to ensure reliable access.

It is recommended that a Bidder has a back-up computer and backup Internet connection that can be used if either its primary computer or Internet connection fails.

9.6.6 Display

A Bidder is recommended to use a display with a screen resolution of 1366 X 768. A Bidder can use a lower screen resolution, but it may find that some tables are difficult to view.

9.6.7 E-Bidding Platform backup Facilities

If the main server fails, the E-Bidding Process will be resumed using backup facilities. The normal process for this would be the following:

- (i) CRIS would advise all Bidders directly of the need to switch to the back-up system and the time from which the back-up facility should be expected to be online and available to all Bidders.
- (ii) If the primary server remains available, a Bidder would be required to log out normally. Otherwise, a Bidder would be advised to close its Internet Explorer browser.
- (iii) Once the back-up facilities are online, all eligible Bidders will be duly advised by CRIS regarding the E-Bidding Process.

9.7 Annexure VII: Name of Banks for issuing Bank Guarantee by the Bidder

[To be provided by Wednesday, August 28, 2019]

9.8 Gas Sale and Purchase Agreement (GSPA)

As provided at <https://www.ril.com/eB2B/Bidder-KGD6.aspx>) or <https://kgd6gas-ebidding.com/BID/>.

10. Checklist for the prospective Bidders

Each Bidder is advised to ensure that the following points/aspects have been complied with:

Sr No	Item	Write "Yes" or "No"	Remarks if any
1	Whether the RFP (including any addendums, corrigendum etc.) and the GSPA have been duly signed on all pages by an Authorized Representative of the company and uploaded on the E-Bidding Platform?		
2	Whether all relevant Annexures to the RFP have been duly filled and signed by an Authorized Representative of the Bidder?		
3	Has it been ensured that there are no over-writings in the RFP? Have corrections been properly attested by the authorized person signing the RFP?		
4	Has the Power of Attorney or any other document evidencing adequate proof of the ability of the signatory to bind the Bidder, been submitted?		
5	Has the Initial Security Deposit in the form of Bank Guarantee (in the form specified in Annexure III to the RFP) been submitted?		
6	Does the Digital Signature Certificate have sufficient validity to ensure access to the E-Bidding Platform and participation in the E-Bidding Process?		
7	Has it been ensured that the DSC mapped on E-Bidding Platform, is in the name of Authorized Representative of the Company for whom the Power of Attorney has been submitted as per Section 7.2.2		
8	Whether registration in E-Bidding Platform has been done with the same Email ID of Authorized Representative for which the DSC has been issued		

11. Confidentiality Clause

This RFP contains confidential information regarding the Consortium's business, plans and projects. By accepting this RFP, each Bidder agrees that it: (i) will cause its members/directors, officers, employees, agents advisors and representatives to use this RFP only for the purposes of evaluating and/or submitting a bid and for no other purpose; (ii) will not divulge or distribute any such information or pass any copies of the RFP to any other person (except for such other person's legitimate use for the same purpose and provided such other person undertakes in writing in advance of such disclosure to observe these confidentiality requirements) without the prior written approval of the Consortium; and (iii) will return the RFP together with all copies thereto to the Consortium upon being so requested to do so.

**GAS SALE AND PURCHASE AGREEMENT
("GSPA")**

BETWEEN

(AS BUYER)

AND

**RELIANCE INDUSTRIES LIMITED
AND
BP EXPLORATION (ALPHA) LIMITED**

(AS SELLERS)

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EXHIBIT 1: DAILY CONTRACT QUANTITY

EXHIBIT 2: GAS QUALITY SPECIFICATIONS

EXHIBIT 3: NOMINATION, SCHEDULING, AND ALLOCATION PROCEDURES

EXHIBIT 4: MEASUREMENT

EXHIBIT 5: FORM OF LETTER OF CREDIT

GAS SALE AND PURCHASE AGREEMENT (GSPA)

This Gas Sale and Purchase Agreement (hereinafter referred to as the “**Agreement**”) is executed and dated _____ (“**Effective Date**”),

BETWEEN:

_____, a company incorporated under the Companies Act 1956 with its registered office at _____ (“**Buyer**”);

AND

Reliance Industries Limited, a company validly organised and existing under the Companies Act, 1956 with its registered office at Maker Chambers IV, 3rd floor, 222, Nariman Point, Mumbai – 400 021 (“**RIL**”); and

BP Exploration (Alpha) Limited, a company validly organised and existing under the laws of England and Wales with its registered office at Chertsey Road, Sunbury on Thames, TW16 7BP, United Kingdom and its project office at 71 & 73, 7th Floor, 2nd North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 (“**BPEAL**”),

(**RIL and BPEAL** are hereinafter also referred to individually as “**Seller**” and collectively as “**Sellers**”).

(Each of the above being individually a “**Party**” and collectively the “**Parties**”).

1. Recitals

- (a) Buyer is in the business of _____ and desires to purchase Gas from Sellers at the Delivery Point for use at its unit located at _____.
- (b) Sellers are parties to the Production Sharing Contract (“**PSC**”) with the Government of India (“**GoI**”) dated April 12, 2000 in respect of Block KG-DWN-98/3 (KG D6) and a Joint Operating Agreement (“**JOA**”) dated February 22, 2011. Each Seller desires to sell and supply Gas expected to be available to them for sale from the Gas Field in accordance with the PSC and the JOA to Buyer in a commingled stream in the quantities and subject to the terms stated herein.
- (c) The PSC requires Sellers to maintain accounts in United States Dollars and accordingly all calculations under this Agreement shall be made in United States Dollars and, where necessary, United States Dollars shall be converted into Indian Rupees as provided herein.
- (d) Sellers desire to sell Gas produced from the Gas Field in a commingled stream and Buyer desires to purchase such Gas for use in Buyer’s Facilities, each in the quantities and subject to the terms stated herein.
- (e) The Parties wish to record the terms and conditions upon which Sellers shall sell and deliver Gas to Buyer and Buyer shall purchase Gas from Sellers in accordance with the terms and conditions of this Agreement.

It is hereby agreed as follows:

2. Definitions and Interpretation

(a) Definitions

“Adjusted Quarterly Supply Quantity” means, for any Contract Quarter, the Quarterly Supply Quantity for such Contract Quarter less the Deductible Quantities.

“Affected Party” has the meaning given to such term in Clause 15(a).

“Affiliate” means, from time to time, any company which: (a) is directly or indirectly controlled by a Party, (b) directly or indirectly, controls a Party or (c) is, directly or indirectly, controlled by a company which also, directly or indirectly, controls a Party. For the purposes of this definition, **“control”** means the right to cast more than fifty percent (50%) of the votes exercisable at an annual general meeting of such Party (or its equivalent) or ownership of more than fifty percent (50%) of the equity share capital of or other ownership interests in such entity, or the right to direct the policies or operations of such entity.

“Agreement” means this Agreement for the sale and purchase of Gas, including the Exhibits annexed hereto.

“Allocated Quantity” means the quantity of Gas in MMBtu delivered under this Agreement by Sellers to Buyer at the Delivery Point on a Day as determined in accordance with the measurement and allocation procedures of this Agreement.

“Associated Person” means in relation to a Party or any Government Official, any Person who is an agent, servant, representative, director, officer or employee of such Person.

“Bar” shall have the meaning as defined in ISO 1000:1981(E), and **“Bar g”** means Bar gauge.

“BPEAL” has the meaning given to such term in the preamble to this Agreement.

“Bribery Acts” means the: (a) the Indian Prevention of Corruption Act, 1988; (b) in relation to the offence of abetment, the Indian Penal Code 1860; (c) the 1977 Foreign Corrupt Practices Act of the United States of America; (d) the Bribery Act 2010 of the United Kingdom of Great Britain and Northern Ireland; and (e) any other applicable anti-bribery or anti-corruption Law, which has as its objective, the prevention of corruption.

“British Thermal Unit” or **“Btu”** mean the quantity of heat required to raise the temperature of one (1) avoirdupois pound of pure water from fifty-nine degrees Fahrenheit (59°F) to sixty degrees Fahrenheit (60°F) at an absolute pressure of fourteen decimal six nine six pounds per square inch (14.696 psi).

“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 Mumbai.

“Buyer” has the meaning given to such term in the preamble to this Agreement.

“Buyer’s Facilities” means the Gas receiving and handling facilities located at _____, at which the Gas sold under this Agreement is to be consumed.

“Buyer’s Start Date” means the date, within the period from 1 April 2020 to 31 March 2021, that the Buyer would first require Gas delivery and which is set out in the Buyer’s bid offer letter submitted pursuant to the RFP Process.

“Commissioning Period” means the period beginning on the Start Date and ending 180 (one hundred and eighty) days from the Start Date or such other date as the Parties may agree.

“Contract Month” means the period commencing at 06:00 hours on the first day of a month and ending at 06:00 hours on the first day of the following month, except the first Contract Month shall commence at 06:00 hours on the Start Date and end at 06:00 hours on the first day of the following month, and the last Contract Month shall end on the date of expiration or termination of this Agreement.

“Contract Quarter” means the period commencing at 06:00 hours on the first day of a Quarter and ending at 06:00 hours on the first day of the following Quarter, except the first Contract Quarter shall commence at 06:00 hours on the Start Date and end at 06:00 hours on the first day of the following Quarter, and the last Contract Quarter shall end on the date of expiration or termination of this Agreement.

“Contract Year” means the period commencing at 06:00 hours on the first day of April of one calendar year and ending at 06:00 hours on the first day of April of the following calendar year, except the first Contract Year shall commence at 06:00 hours on the Start Date and end at 06:00 hours on the first day of April immediately following the Start Date, and the last Contract Year shall end on the date of expiration or termination of this Agreement.

“Daily Contract Quantity” or **“DCQ”** has the meaning given to such terms in Clause 6(a).

“Day” means a period of twenty-four (24) consecutive hours beginning at 06:00 hours on a day and ending at 06:00 hours on the following day, and **“Daily”** shall be construed accordingly.

“Deductible Quantities” means, for the applicable Contract Quarter, the sum of the following quantities for each Day during such Contract Quarter (but without double counting any of the following quantities):

- (a) any quantity of Gas up to the DCQ for the relevant Day that Sellers failed to supply due to Force Majeure; plus
- (b) any quantity of Gas up to the DCQ for the relevant Day that Sellers failed to make available due to: (i) Buyer’s failure to comply with the terms of this Agreement; or (ii) the exercise of Sellers’ right to suspend Gas deliveries pursuant to Clause 19; plus
- (c) any quantity of Gas up to the Nominated Daily Quantity for the relevant Day that Sellers made available in accordance with the terms of this Agreement but

that Buyer failed to take for any reason not otherwise excused by the terms of this Agreement; plus

- (d) any quantity of Gas up to the DCQ for the relevant Day which a Party did not nominate or schedule due to Planned Maintenance pursuant to Clause 14.

“**Default Interest Rate**” has the meaning given to such term in Clause 18(a).

“**Delivery Point**” means the outlet flange of Sellers’ delivery facilities located at the onshore terminal at Gadimoga near Kakinada, Andhra Pradesh, at which point Sellers’ Facilities are interconnected to the Gas transportation facilities of PIL.

“**Downstream GTA**” means the agreement entered, or shortly to be entered, into between Gas transporter and Buyer (as shipper) for transportation of Gas purchased and sold under this Agreement for onward transportation of Gas downstream of the PIL pipeline up to Buyer’s Facilities.

“**Effective Date**” has the meaning given to such term in the preamble to this Agreement.

“**End Date**” has the meaning given to such term in Clause 3(d).

“**Exchange Rate**” means the average (as rounded off to two decimal places) of the TT (Telegraphic Transfer) buying and selling rates of exchange for converting US\$ to INR, as quoted by SBI applicable to the day on which payment of any amounts due under this Agreement is made, provided that: (a) if SBI releases more than one quote on the applicable day, the first quote of the day shall be used; and (b) if such rate is not available as to any day, the Exchange Rate available for the last quoted day preceding such day shall be used.

“**Expert**” means the person appointed pursuant to, and in accordance with, Clause 23(e).

“**First Window Period**” has the meaning given to such term in Clause 3(b)(i).

“**Force Majeure**” has the meaning given to such term in Clause 15(a).

“**Fortnight**” means:

- (a) a period commencing on the first (1st) Day of a month and ending on the fifteenth (15th) Day of such month; and
- (b) a period commencing from the sixteenth (16th) Day of the month and ending on the last Day of such month,

provided that the first Fortnight shall begin on the Start Date and the last Fortnight shall end on the End Date, and the term “**Fortnightly**” shall be construed accordingly.

“**Gas**” means wet natural gas, dry natural gas, all other gaseous hydrocarbons, and all substances contained therein (including sulphur, carbon dioxide and nitrogen but excluding extraction of helium), which are produced from oil or natural gas wells, excluding those condensed or extracted liquid hydrocarbons that are liquid at normal temperature and pressure conditions, and including the residue gas remaining after the condensation or extraction of liquid hydrocarbons from the gas.

“Gas Field” means the **R Cluster (D-34) deep water Gas field** located within the contract area of the PSC for the Block KG-DWN-98/3 (KG D6) in respect of which a development plan has been approved in accordance with the terms of the PSC and from which Sellers have the right to produce Gas.

“Gas Price” has the meaning given to such term in Clause 7(a).

“GoI” has the meaning given to such term in the Recitals to this Agreement.

“Governmental Authority” means: any local, regional, state, federal or central government, governmental agency, department, ministry, commission, board, bureau or any other administrative or regulatory authority or instrumentality thereof.

“Government Official” means, whether appointed, elected or otherwise, any:

- (a) officer or employee of a government or any department, agency or instrumentality of a government;
- (b) person acting in an official capacity or exercising a public function for or on behalf of a country or territory (or any subdivision of such a country or territory) or a government or any department, agency, enterprise or instrumentality of a country or territory (or any subdivision of such a country or territory) or a government;
- (c) officer or employee of a company or business which is majority owned or controlled by a government;
- (d) officer, employee or agent of a public international organisation such as the World Bank or United Nations; and/or
- (e) officer or employee of a political party or any person acting in an official capacity on behalf of a political party.

“Government Owned Party” means a Party either that is controlled by a Governmental Authority (as the term “control” is defined in the definition of Affiliate above) or in which a Governmental Authority is the largest shareholder.

“Gross Calorific Value” or **“GCV”** means the quantity of heat, expressed in Btu or Kcal, produced by the complete combustion at constant pressure of one (1) Standard Cubic Meter of Gas, with the air at the same temperature and pressure as the Gas and the products of combustion are cooled to original temperature and the water formed by combustion is condensed to liquid state.

“Indian Rupees” or **“INR”** means the lawful currency of India.

“JOA” has the meaning given to such term in the Recitals to this Agreement.

“Law” means all federal, national, central, state, municipal and/or local legislation, ordinances, rules, regulations, statutes, bylaws, administrative requirements, notifications published in official gazettes, registration requirements, permits and other laws of any Governmental Authority, orders of any court, tribunal or any other judicial body, and any other instrument or pronouncement having the force of law as may be issued and be in force from time to time.

“Letter of Credit” has the meaning given to such term in Clause 17(a).

“Liquidated Damages” means, in relation to each Replacement Quantity, the difference between:

- (a) all third-party costs, charges, taxes and tariffs directly incurred by Buyer in purchasing such Replacement Quantity and having such Replacement Quantity delivered to Buyer’s Facilities; less
- (b) all costs, charges, Taxes and tariffs Buyer would have incurred had Buyer been supplied such Gas quantity under this Agreement at the Delivery Point and had such Gas quantity been delivered to Buyer’s Facilities,

provided that: (i) in computing the total sum for paragraph (b), the applicable Gas Price for the Gas quantity that should have been delivered shall be the Weighted Average Gas Price for the relevant Contract Quarter; and (ii) if the difference between the total sum determined under paragraph (a) less the total sum determined under paragraph (b) is less than zero (0), then such difference shall be deemed to be zero (0).

“Make Up Gas” has the meaning given to such term in Clause 10(c)(i).

“Measured Quantity” in respect of a Day means the total quantity of Gas in MMBtu delivered by Sellers at the Delivery Point to all offtakers, as determined in accordance with Clause 12 and Exhibit 4.

“Measurement Equipment” has the meaning given to such term in Exhibit 4.

“MMBtu” means one million (1,000,000) British Thermal Units.

“Nominated Daily Quantity” has the meaning given to such term in Exhibit 3.

“Participating Interest” means, in respect of each Seller, the undivided share, expressed as a percentage, of such Sellers’ participation in the rights and obligations under the JOA and PSC, being, at the date of this Agreement, 66.67% for **RIL** and 33.33% for **BPEAL**, or, if such percentages are modified, as may be notified from time to time by Sellers.

“Party” and **“Parties”** has the meaning given to such terms in the preamble to this Agreement.

“Person” means any natural person, firm, corporation, company, voluntary association, partnership, joint venture, trust, limited organisation, competent authority or other entity including either Party, their Affiliates and Associated Persons.

“PIL” means Pipeline Infrastructure Limited, a company incorporated under the Companies Act, 1956 having its registered office at Maker Maxity, 4th North Avenue, 2nd Floor, Kala Nagar, BKC, Mumbai – 400051.

“PIL GTA” means the agreement entered, or shortly to be entered, into between PIL (as transporter) and Buyer (as shipper) for transportation of Gas purchased and sold under this Agreement.

“Planned Maintenance” means any maintenance activities scheduled at Buyer’s Facilities, Sellers’ Facilities or Transporter’s Facilities in accordance with the requirements of any applicable equipment manufacturer or otherwise in accordance with the owner or operator of such facilities duty to act as a Reasonable and Prudent

Operator, that may temporarily restrict capacity to consume, produce, deliver or transport Gas (as the case may be) in Buyer's Facilities, Sellers' Facilities or Transporter's Facilities.

"PPAC Gas Price Ceiling" means the ceiling price of domestic natural gas as notified by Petroleum Planning and Analysis Cell (PPAC) from time to time, pursuant to Ministry of Petroleum and Natural Gas notification O-22013/27/2012-ONG-D-V (Vol-II) dated 21.3.2016 on "Marketing including pricing freedom for the gas to be produced from Discoveries in Deepwater, Ultra Deepwater and High Pressure – High Temperature areas".

"Provisional Start Date" has the meaning given to such term in Clause 3(b)(i).

"PSC" has the meaning given to such term in the Recitals to this Agreement.

"Quarter" means each of the following periods as the context requires: 1 January until 31 March; 1 April until 30 June; 1 July until 30 September; and 1 October until 31 December (all dates inclusive) and **"Quarterly"** shall be construed accordingly.

"Quarterly Allocated Quantity" means the sum of the Allocated Quantities for each Day of the relevant Contract Quarter.

"Quarterly Deficiency Payment" has the meaning given to such term in Clause 10(b)(ii).

"Quarterly Deficiency Quantity" means, for each Contract Quarter, the difference, if positive, between: (a) the Take or Pay Quantity for such Contract Quarter; and (b) the Quarterly Allocated Quantity for such Contract Quarter. If the result is a negative number, the Quarterly Deficiency Quantity for such Contract Quarter shall be deemed to be zero (0).

"Quarterly Offtake Quantity" means, for each Contract Quarter, the quantity of Gas equal to the sum of the DCQs in effect on each Day of the relevant Contract Quarter.

"Quarterly Supply Quantity" means, for each Contract Quarter, the quantity of Gas equal to **seventy percent (70%)** of the sum of the Nominated Daily Quantities for each Day of such Contract Quarter.

"Reasonable and Prudent Operator" means a person seeking in good faith to perform its contractual obligations and, in the process of doing so and in the overall conduct of its whole undertaking exercising that degree of diligence, skill, prudence and foresight which can reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances complying with all applicable Laws, and any reference to the standard of a Reasonable and Prudent Operator means such degree of diligence, skill, prudence and foresight as aforesaid.

"Recovery Period" means, subject to Clause 10(d), the period commencing at the end of the Term and continuing for a number of Days equal to the lower of:

- (a) the number of days determined by dividing:
 - (i) the aggregate of Make Up Gas not taken as of the end of the Term; by

(ii) eighty percent (80%) of DCQ in effect immediately prior to the end of the Term,

provided that, if the calculation above yields a fraction of a Day, then the result shall be rounded up to a whole Day; and

(b) fifteen (15) Days multiplied by the number of whole years of the Term.

“**Related Dispute**” has the meaning given to such term in Clause 23(g).

“**Replacement Quantity**” has the meaning given to such term in Clause 11(d).

“**Restricted Party**” means any person who is identified from time to time by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by either Seller and/or their affiliates are prohibited or restricted.

“**RFP Process**” means the process of selecting buyers of Gas from the Gas Field provided in the Request for Proposal issued by the Sellers dated [•].

“**RIL**” has the meaning given to such term in the preamble to this Agreement.

“**SBI**” means the State Bank of India.

“**SBIBR**” has the meaning given to such term in Clause 18(a).

“**Scheduled Daily Quantity**” has the meaning given to such term in Exhibit 3.

“**Scheduled Quarterly Supply Quantity**” has the meaning given to such term in Clause 11(g).

“**Second Window Period**” has the meaning given to such term in Clause 3(b)(ii).

“**Seller**” and “**Sellers**” has the meaning given to such term in the preamble to this Agreement.

“**Sellers’ Facilities**” means the reservoirs in the Gas Field and any platforms, pipelines, wells, plant, machinery or any other equipment or facilities used or to be used from time to time by Sellers to produce, gather, receive, process, compress, store, treat, transport, meter, test, or deliver Gas at the Delivery Point for sale to Buyer.

“**Sellers’ Representative**” has the meaning given to such term in Clause 24(e).

“**Sellers’ Start Date**” has the meaning given to such term in Clause 3(b)(iii).

“**Ship or Pay Deficiency**” has the meaning given to such term in the PIL GTA and the Downstream GTA.

“**Ship or Pay Payments**” has the meaning given to such term in the PIL GTA and the Downstream GTA.

“**Shortfall Quantity**” means, for each Contract Quarter, the difference, if positive, between: (a) the Adjusted Quarterly Supply Quantity for such Contract Quarter; and (b) the Quarterly Allocated Quantity for such Contract Quarter. If the result is a negative number, the Shortfall Quantity for such Contract Quarter shall be deemed to be zero (0).

“Specifications” means the Gas quality specifications set out in Exhibit 2.

“Standard Cubic Meter means the quantity of Gas that occupies a volume of one (1) cubic meter at a temperature of 15°C (fifteen degrees Celsius) under an absolute pressure of 1.01325 Bar (one decimal zero one three two five Bar).

“Start Date” has the meaning given to such term in Clause 3(c).

“Take or Pay Quantity” means for each Contract Quarter, **eighty percent (80%)** of the Quarterly Offtake Quantity for such Contract Quarter less the sum of the following quantities for each Day during such Contract Quarter (but without double counting any of the following quantities):

- (a) any quantity of Gas up to the Nominated Daily Quantity for the relevant Day and that Buyer was prevented from purchasing and taking by reason of Force Majeure; plus
- (b) any quantity of Gas up to the Nominated Daily Quantity for the relevant Day that Sellers failed to make available for delivery unless such failure was:
 - (i) caused by Buyer’s failure to comply with the terms of this Agreement; or
 - (ii) due to the exercise of Sellers’ right to suspend Gas deliveries pursuant to Clause 19; plus
- (c) any quantity of Gas up to the Nominated Daily Quantity for the relevant Day that Buyer would have purchased and taken but which Buyer rejected in accordance with Clause 13 because it failed to meet the Specifications; plus
- (d) any quantity of Gas up to the DCQ for the relevant Day which a Party did not nominate or schedule due to Planned Maintenance pursuant to Clause 14.

“Taxes” means any and all present or future statutory taxes, levies, duties, cesses, charges, withholdings and imposts, or any similar charges or levies enacted, imposed by a court or judicial order or demanded by any Governmental Authority (or asserted by such Governmental Authority to be owing or to become owing in the future) from time to time including sales tax, value added tax, goods and services tax, excise duty, customs duty, local body tax, entry tax, advance tax, additional tax, octroi duty, works contract tax, construction cess, service tax and stamp duty, but shall not include any corporate or income taxes. For the avoidance of doubt, if any of the foregoing are enacted, imposed or demanded (by a provisional or final demand) by such Governmental Authority, court or judicial authority but the enactment or imposition or demand of which is subject to a challenge as to their validity, efficacy, effect, or amount, such charges or levies shall nonetheless constitute Taxes unless and until a court of competent jurisdiction shall have determined by a final order or judgment (against which no appeal may be brought, or, if any appeal shall have been brought, the appeal shall have been disposed of) that the charges or levies are invalid or ineffective for any reason including that the legislative provision or enactment pursuant to which such charge or levy has been brought or levied is invalid or ineffective or such charge or levy was not made or levied effectively by the Governmental Authority.

“Term” means the period from the Effective Date until the End Date.

“Transporter’s Facilities” means the Gas pipeline, compression, measurement, and related facilities required to transport the Gas received under this Agreement from the Delivery Point to the inlet to Buyer’s Facilities.

“Underdelivered Quantity” has the meaning given to such term in Clause 11(f).

“United States Dollars” or **“US\$”** means the lawful currency of the United States of America.

“Week” means a period of seven (7) consecutive Days beginning at 06:00 hours on a Monday and ending at 06:00 hours on the following Monday and **“Weekly”** shall be construed accordingly.

“Weighted Average Gas Price” means in respect of any Contract Quarter, the US\$ per MMBtu price (on GCV basis) equal to the quotient of: (a) the aggregate of the product of the Gas Price applicable on each Day of such Contract Quarter; and the DCQ for such Day; and (b) the sum of the DCQs for each Day of such Contract Quarter.

(b) Interpretation

Within this Agreement:

- (i) references to Recitals, Clauses and Schedules shall mean Recitals to, Clauses of and Schedules to this Agreement unless expressly stated otherwise;
- (ii) references to the singular shall include the plural and vice versa unless the context provides otherwise;
- (iii) references to any gender shall include a reference to the other gender;
- (iv) references to other agreements or to any statute, rule or regulation or instrument (excluding, unless otherwise agreed, a standard not having the force of law) shall mean the same as amended, modified or replaced from time to time;
- (v) references to a Party in this Agreement or any other document or agreement includes its successors in title and permitted transferees and assignees;
- (vi) the words "include" and "including" shall be deemed to be qualified by a reference to "without limitation";
- (vii) all references to a time shall mean reference to Indian Standard Time (IST) unless expressly stated otherwise;
- (viii) Clause and Schedule headings are for ease of reference only;
- (ix) Reference to any quantity of Gas in this Agreement shall be in MMBtu; and
- (x) Reference to MMBtu means MMBtu on Gross Calorific Value (GCV) basis.

3. Duration and Start Date

- (a) Term: Upon execution by both 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.

- (b) Seller's Start Date:
- (i) Not later than 15 March 2020, Sellers shall notify Buyer of a one hundred and eighty (180) day period ("**First Window Period**") within period of 1 April 2020 to 31 December 2020 in which Sellers anticipate the first delivery of Gas at the Delivery Point ("**Provisional Start Date**") from the Gas Field will occur.
 - (ii) Not later than forty five (45) days prior to the start of First Window Period, Sellers shall notify Buyer of a forty five (45) day period ("**Second Window Period**"), which shall be within the First Window Period, in which Sellers anticipate the Provisional Start Date shall occur.
 - (iii) Not later than thirty (30) days prior to the start of Second Window Period, Sellers shall notify Buyer of a thirty (30) day period, which shall be within the Second Window Period, in which Sellers anticipate the Provisional Start Date shall occur. Sellers shall notify, at least fifteen (15) days in advance, of the actual date for first delivery of Gas at the Delivery Point from the Gas Field ("**Sellers' Start Date**") or with such shorter notice as may be mutually agreed by the Parties.
 - (iv) Sellers may from time to time modify any one or more of the window periods set out in this Clause 3(b), if Sellers reasonably anticipate that the Start Date will occur outside of the respective window period(s).
 - (v) Sellers shall ensure that Sellers' Facilities shall be capable and ready to commence Gas supply by no later than the Start Date and Buyer shall ensure that Buyer's Facilities and its gas Transporter's Facilities, as applicable, shall be capable and ready to facilitate commencement of Gas supply by no later than the Start Date.
- (c) Start Date: The start date for Gas deliveries at the Delivery Point ("**Start Date**") shall be the later to occur of the Sellers' Start Date and the Buyer's Start Date.
- (d) Early Termination: Notwithstanding Clause 3(b)(iv), if Sellers, due to unplanned circumstances, are unable to establish the Start Date by 31 March 2021, then either Party may notify the other Party that it wishes to terminate this Agreement and this Agreement shall automatically terminate on delivery of such termination notice. Following such termination neither Party shall have any claims or liability to the other arising out of, or connected with, such termination.
- (e) End Date: The "**End Date**" shall be the earlier to occur of:
- (i) ___ anniversary of the Start Date [*as determined for the Buyer pursuant to e-bidding process in accordance with the RFP Process*]; or
 - (ii) the date of termination of this Agreement in accordance with its terms.

4. **Scope**

- (a) Scope of Sellers' Obligations: From and after the Start Date, each Seller shall sell and make available for delivery to Buyer, Gas at the Delivery Point on an as available basis from the Gas Field in a daily quantity not exceeding the DCQ

for the relevant Day, at the Gas Price and subject to the terms and conditions of this Agreement. Sellers shall deliver the Gas to Buyer or Buyer's designee at the Delivery Point for onward transmission to Buyer's Facilities. Sellers' obligation to make Gas available to Buyer at the Delivery Point is limited to making available a quantity of Gas equal to the lower of the DCQ or the Nominated Daily Quantity for the applicable Day. If, on any Day, Sellers have insufficient Gas available from the Gas Field, Sellers may, in their sole discretion, supply Gas produced from other sources of Gas. Further, Buyer acknowledges that Gas produced from the Gas Field may, from time to time, be commingled with Gas from other sources and consequently the Gas delivered to Buyer under this Agreement will, from time to time, be Gas from such commingled stream.

- (b) Scope of Buyer's Obligations: From and after the Start Date, Buyer shall purchase from each Seller and pay for, or pay for if not taken, Gas in the quantities of each Seller's Participating Interest share and at the Gas Price and subject to the terms and conditions of this Agreement. Buyer or Buyer's designee shall take delivery of Gas purchased under this Agreement at the Delivery Point. Buyer shall cause the Gas to be transported to Buyer's Facilities and shall make all requisite arrangements for the transportation of Gas from the Delivery Point to Buyer's Facilities. Buyer shall employ services of one or more pipelines and transporters to act in succession so as to ensure that the movement is continuous and that the Gas is transported to Buyer's Facilities. Delivery of possession from one pipeline to another made in the course of transportation of Gas to Buyer's Facilities shall be only for the purpose of making of an integrated and continuous movement of Gas from the Delivery Point to Buyer's Facilities.
- (c) Use of Gas: Buyer covenants that it shall not: (i) sell (or purport to sell) or transfer title in any manner whatsoever to the Gas purchased under this Agreement (or commit to do any of the foregoing); or (ii) use (or allow the use of) Gas purchased under this Agreement except for consumption in Buyer's Facilities (excluding, in either case, Gas that is lost or consumed in Transporter's Facilities while being transported from the Delivery Point to Buyer's Facilities).
- (d) Rates of Delivery: Gas shall be offtaken by Buyer at uniform hourly rates except as otherwise agreed. The Parties shall cooperate in implementing, to the extent reasonably practicable, even delivery rates so as to facilitate smooth performance of deliveries.
- (e) Source of Gas: Nothing in this Agreement shall require or be construed as an obligation on Sellers to sell or make available Gas to Buyer at the Delivery Point other than Gas produced from the Gas Field.

5. Transfer of Property and Risk

- (a) Sellers shall make all Gas supplied hereunder available to Buyer at the Delivery Point, in accordance with and subject to the terms and conditions of this

Agreement. Buyer shall ensure receipt, offtake and transportation of Gas from the Delivery Point to the Buyer's Facilities.

- (b) Property (title) in and risk of loss of the Gas delivered hereunder shall pass from each Seller to Buyer at the Delivery Point on delivery of such Gas to the Buyer or its designee.

6. Quantities

- (a) The "**Daily Contract Quantity**" or "**DCQ**" shall be the quantity of Gas in MMBtu per Day specified in Exhibit 1, which quantity may be subject to modification pursuant to the provisions of this Agreement.
- (b) Gas that Sellers make available to Buyer hereunder shall be made available at the Delivery Point at an operating pressure of not less than 36 Bar g. If during a Day, Sellers make available Gas upstream of the Delivery Point at a pressure equal to or greater than 36 Bar g, then Sellers will have fulfilled their obligation to make available the Nominated Daily Quantity for such Day. If during a Day, the pressure immediately downstream of the Delivery Point is equal to or greater than 36 Bar g, then Sellers shall be relieved of their obligation to deliver the Nominated Daily Quantity for such Day and quantity of Gas not delivered to Buyer during such Day shall be Gas that the Buyer failed to take during such Day.

7. Gas Price

- (a) For each Contract Month, the gas price (the "**Gas Price**") (rounded to three (3) decimal points) in US\$/MMBtu (GCV) shall be the lower of:
 - (i) V% X Dated Brent; or
 - (ii) PPAC Gas Price Ceiling,

Where:

- A. Dated Brent = the price expressed in US \$/barrel and rounded to two (2) decimal places based on the average of the mean of the high and low quotations appearing in "Platt's Crude Oil Market wire" under the heading "Key benchmarks (\$/barrel)" for "Brent (Dated)" (including any published correction) for each publication day for Platt's Crude Oil Market wire during the 3 (three) calendar months immediately preceding relevant Contract Month in which Gas supplies are made; and
 - B. $V = \underline{\hspace{1cm}} \%$ [as determined for the Buyer pursuant to E-Bidding Process in accordance with the RFP Process].
- (b) Parties expressly acknowledge and agree that if the PPAC Gas Price Ceiling is withdrawn by the Governmental Authority, then Buyer agrees to pay to the Sellers the Gas Price computed in accordance with Clause 7(a)(i) above (without considering PPAC Gas Price Ceiling), during the term of the

Agreement for the Gas delivered under this Agreement, effective from the date of such withdrawal of PPAC Gas Price Ceiling by the Governmental Authority.

- (c) The Gas Price throughout the Term of this Agreement shall be calculated by Sellers on a GCV basis and shall be notified to Buyer each month in the invoices issued under Clause 16.
- (d) The Gas Price shall be exclusive of Taxes. Buyer shall assume full and exclusive liability for Taxes as provided in Clause 20.
- (e) Sellers shall bear any royalty arising under the PSC on Gas sold to Buyer under this Agreement.

8. Nominations, Scheduling and Allocation

Nomination, scheduling and allocation of the Gas to be sold and purchased hereunder shall be in accordance with the procedure set out in Exhibit 3. Buyer shall nominate the desired Gas quantities for each Day up to the DCQ.

9. Commissioning Period

- (a) During the Commissioning Period, Sellers may (in their discretion) supply Gas and Buyer may (in its discretion) take delivery of Gas, but Sellers shall have no obligation to supply Gas (or liability for failure to supply Gas) and Buyer shall have no obligation to take Gas (or liability for failure to take Gas) during such period. Buyer shall pay Sellers for the Allocated Quantity of Gas supplied during the Commissioning Period at the Gas Price and any Gas deliveries during the Commissioning Period shall be subject to the other provisions of this Agreement excluding Clauses 10 and 11, which shall not apply.
- (b) The determination of, Quarterly Offtake Quantity, Quarterly Deficiency Quantity, Quarterly Supply Quantity, Adjusted Quarterly Supply Quantity and Shortfall Quantity shall exclude any relevant period falling within the Commissioning Period, notwithstanding any provision hereof to the contrary.

10. Take or Pay Obligations

- (a) Commissioning Period and Recovery Period: The provisions of this Clause 10 shall not apply in respect of the Commissioning Period and the Recovery Period.
- (b) Quarterly Take or Pay Obligation:
 - (i) In each Contract Quarter, Buyer shall be obliged to take and pay for, or pay for if not taken, a quantity of Gas at least equal to the Take or Pay Quantity for such Contract Quarter.
 - (ii) If, in any Contract Quarter, Buyer fails to take the Take or Pay Quantity for such Contract Quarter, then Buyer shall pay Sellers an amount for the relevant Quarterly Deficiency Quantity (such amount the “**Quarterly Deficiency Payment**”), which shall be an amount equal to the product of: (A) the Weighted Average Gas Price applicable during such Contract Quarter; and (B) the Quarterly Deficiency Quantity for such Contract

Quarter.

(c) Make Up Gas:

- (i) The quantity of Gas equal to any Quarterly Deficiency Quantity for which Buyer has paid a Quarterly Deficiency Payment shall constitute “**Make Up Gas**” accrued during the Contract Quarter in which such Quarterly Deficiency Quantity arose.
- (ii) If Buyer has accrued a right to Make Up Gas in any Contract Quarter, then in any subsequent Contract Quarter, once the Buyer has first taken the Take or Pay Quantity for such subsequent Contract Quarter, Buyer shall have the right to receive a credit for all Make Up Gas quantities taken above the Take or Pay Quantity, calculated in accordance with Clause 10(c)(iii) below.

If the Buyer is entitled to take Make Up Gas in a Contract Quarter, the quantity of Make Up Gas that Buyer can take shall equal the lower of: (A) the outstanding balance of Make Up Gas at the beginning of such Contract Quarter; and (B) the difference between the Quarterly Allocated Quantity and the Take or Pay Quantity for such Contract Quarter.

The order in which the credit for such Make Up Gas shall be applied shall be the same order in which the Make Up Gas was accrued. Except as expressly provided in Clauses 10(d), Sellers shall have no liability for failure to supply Make Up Gas. Once the Buyer has received a credit for any quantity of Make Up Gas, Buyer’s right to such Make Up Gas is extinguished.

- (iii) In any Contract Quarter, Buyer shall pay for all quantities of Gas taken as Make Up Gas at the Gas Price applicable when the Make Up Gas is taken, and shall pay all other amounts payable under this Agreement in respect of Gas deliveries, provided that, at the end of such Contract Quarter, Buyer shall receive a credit for an amount equal to the Make Up Gas taken during that Contract Quarter multiplied by the lower of:
 - (A) the Weighted Average Gas Price for such Contract Quarter during which Make Up Gas is delivered; and
 - (B) the Weighted Average Gas Price previously paid in respect of the Quarterly Deficiency Quantity that gave rise to the Make Up Gas right.

The credit received by Buyer under this Clause 10(c)(iii) shall be applied against amounts due from Buyer under the first invoice of the subsequent Contract Quarter or, if in excess thereof, against subsequent invoices.

For such Make Up Gas delivered, Buyer shall have no rights to any amount previously paid in respect of the Quarterly Deficiency Quantity above the Gas Price prevailing at the time the Make Up Gas is delivered.

(d) Recovery Period:

- (i) If at the end of the Term there is any Make Up Gas remaining that has not been taken by Buyer during the Term, this Agreement shall be extended for the Recovery Period to allow Make Up Gas to be taken at a daily rate of up to the DCQ in effect immediately prior to the end of the Term, provided that there shall be no Recovery Period if this Agreement is terminated by Sellers pursuant to Clauses 15(f)(ii), 19 or 25. Buyer shall have no further rights to take Gas during the Recovery Period after it has taken such remaining Make Up Gas, and after such remaining Make Up Gas has been delivered, the Recovery Period shall be deemed to have expired.
- (ii) All Gas supplied during the Recovery Period shall be Make Up Gas. There shall be no contract quantity or supply quantity during the Recovery Period and Sellers shall not be liable for any shortfall or Buyer for take-or-pay obligations and the provisions of Clauses 10(a), 10(b) and 11 shall not apply to the supply of Gas during such period.
- (iii) The Gas Price that shall apply to all Gas delivered during the Recovery Period shall be the relevant Gas Price as in effect at the time of Gas delivery. During the Recovery Period, Buyer shall pay for all Gas, pursuant to Fortnightly invoices, at the relevant Gas Price and shall pay all other amounts payable under this Agreement in respect of Gas deliveries.

Buyer shall receive a credit against each Fortnightly invoice for Gas taken as Make Up Gas during the Recovery Period for an amount equal to the Make Up Gas taken during that Fortnight multiplied by the lower of:

- (A) the Gas Price applicable during such Fortnight; and
- (B) the Weighted Average Gas Price previously paid in respect of the Quarterly Deficiency Quantity that gave rise to the Make Up Gas right.

For such Make Up Gas delivered, Buyer shall have no rights to any amount previously paid in respect of the Quarterly Deficiency Quantity above the Gas Price prevailing at the time the Make Up Gas is delivered. The order in which the credit for such Make Up Gas shall be applied shall be the same order in which the Make Up Gas was accrued.

- (iv) If Buyer fails to nominate any Make Up Gas or Make Up Gas has been scheduled by Sellers during the Recovery Period and such quantity has not been taken by the Buyer, then the Sellers shall have no further obligations whatsoever towards such Make Up

Gas quantity and Sellers shall not be required to deliver such Make Up Gas or make any payment, credit, refund or other adjustment to Buyer in respect of any such quantity of Make Up Gas.

- (v) If, upon the expiry of the Recovery Period, Buyer has failed to take any remaining Make Up Gas, then Buyer shall forfeit any and all rights to such remaining Make Up Gas, and Sellers shall not be required to deliver such Make Up Gas or to make any payment, credit, refund or other adjustment to Buyer in respect of any such outstanding Make Up Gas.

11. Sellers' Supply Obligations

- (a) The provisions of this Clause 11 shall not apply to the Commissioning Period and the Recovery Period.
- (b) Each Contract Quarter, Sellers shall be deemed to have fulfilled their Gas supply obligations under this Agreement for such Contract Quarter to the extent Sellers made available for delivery to Buyer the applicable Adjusted Quarterly Supply Quantity at the Delivery Point in accordance with the terms and conditions hereof, irrespective of whether Buyer offtakes such quantities of Gas at the Delivery Point.
- (c) All Gas taken by Buyer that fails to meet the Specifications shall not be part of the Shortfall Quantity. Any Gas that fails to meet the Specifications that was rejected by Buyer in accordance with Clause 13 shall, for the purposes of determining the Shortfall Quantity, be considered as not having been made available by Sellers.
- (d) If a Shortfall Quantity arises in a Contract Quarter, then, subject to Clauses 11(e), Sellers shall reimburse Buyer as Liquidated Damages for the purchase by Buyer of a quantity of Gas equal to such Shortfall Quantity (each a "**Replacement Quantity**"). As a condition to receiving such Liquidated Damages, Buyer shall: (i) procure each Replacement Quantity on a competitive basis to reduce the purchase price of such Replacement Quantity; (ii) use its best endeavours to minimise the Liquidated Damages; and (iii) provide Sellers detailed documentary evidence of all costs, charges and tariffs claimed by Buyer as part of such Liquidated Damages.
- (e) In any Contract Year, the maximum aggregate liability of Sellers to Buyer, for any and all Liquidated Damages under Clause 11(d) shall be no more than an amount equal to the product of: (i) twenty one (21) days; (ii) the DCQ in effect on the first Day of such Contract Year; and (iii) the Gas Price applicable on the first Day of such Contract Year (provided that the limit shall be reduced proportionally for any Contract Year that contains fewer than 365 days).
- (f) If in any Contract Quarter, the Quarterly Allocated Quantity is less than:

- (i) ninety percent (90%) multiplied by
- (ii) the sum of the Nominated Daily Quantities less sum of the Deductible Quantities for each Day of such Contract Quarter, (such difference being the “**Underdelivered Quantity**”),

then Seller shall reimburse Buyer for the Ship or Pay Payments actually incurred by Buyer and which would not have been payable if Sellers made available for delivery the Underdelivered Quantity for such Contract Quarter, provided that, prior to any such reimbursement Buyer shall provide Sellers with: (i) documentary proof of its having made such Ship or Pay Payments; and (ii) with such other documents and explanations as Sellers may reasonably require in support of such reimbursement.

- (g) Parties understand that mitigation of the Sellers’ liability to pay the Ship or Pay Payments as per Clause 11(f) is a mutual responsibility of the Buyer and the Sellers and Parties shall cooperate to take relevant actions to mitigate such Ship or Pay Payments. Shortly before the start of each Contract Quarter, Sellers shall notify Buyer about the expected Gas supplies from the Gas Field for the next Contract Quarter and the Gas supply level that Sellers are likely to be able to deliver under this Agreement (the “**Scheduled Quarterly Supply Quantity**”).
- (h) In any Contract Year, the aggregate of Sellers’ reimbursement obligations under Clause 11(f) shall be limited to the Ship or Pay Payments relating to an aggregate Underdelivered Quantity equal to ninety (90) Days multiplied by the DCQ for such Contract Year (provided that the limit shall be reduced proportionally for any Contract Year that contains fewer than 365 days).
- (i) The provisions of this Clause 11 are subject to the limitations of liability set-out in Clause 21, and Buyer’s rights under this Clause 11 for reimbursement of any Ship or Pay Payments and Liquidated Damages shall be Buyer’s sole remedy for Sellers’ failure to make Gas available for delivery under this Agreement. The Parties agree that reimbursement of the Ship or Pay Payments and Liquidated Damages are a genuine pre-estimate of likely or possible loss or damages and shall not in any way be construed to be a penalty.
- (j) Sellers’ compliance with the provisions of this Clause 11 shall be in full settlement of any claim which Buyer might otherwise have against Sellers for damages for any failure by Sellers to make Gas available for delivery under this Agreement, and Buyer shall not assert any claim (at law or in equity or otherwise, including for injunctive relief or specific performance) for any additional relief in respect of any failure by Sellers to make Gas available for delivery under this Agreement. Notwithstanding any other provision of this Agreement, Sellers shall not be liable for any Shortfall Quantity, shortfall in Gas delivery or reduction in DCQ that arises from, is related to, or is caused by the Gol taking Gas in kind under the PSC.

12. Measurement

Gas shall be sold on the basis of quantity measurement and quality determination as set out in Exhibit 4. The quantity of Gas sold to Buyer each Day is the Allocated Quantity determined under Exhibit 3.

13. Quality

Gas delivered under this Agreement shall meet the Specifications set out in Exhibit 2. Buyer shall use all reasonable endeavours to accept delivery of any Gas that does not meet the Specifications but, if after using its reasonable endeavours the Buyer is unable to accept such Gas, then Buyer may reject Gas which does not meet such Specifications. Sellers shall notify Buyer if Gas made available at the Delivery Point does not (or is likely to not) meet the Specifications as soon as reasonably practicable following Sellers becoming aware of the same. If Buyer unknowingly accepts Gas not meeting the Specifications, Sellers shall reimburse to Buyer the actual documented costs reasonably incurred and paid by Buyer to PIL in treating or blending such Gas as a direct consequence of such Gas having been delivered out of Specifications, provided that such claim is made within thirty (30) days of such cost being incurred by Buyer.

14. Planned Maintenance

- (a) Sellers may designate up to twenty (20) Days of Planned Maintenance on Sellers' Facilities during each Contract Year commencing as of the end of the Commissioning Period. Sellers shall be entitled to reduce (including down to zero (0)) its Gas scheduling under Clause 8 and Exhibit 3 for each Day of Planned Maintenance.
- (b) Buyer may designate up to an aggregate of twenty (20) Days of Planned Maintenance on Buyer's Facilities or Transporter's Facilities during each Contract Year commencing as of the end of the Commissioning Period. Buyer shall be entitled to reduce (including down to zero (0)) its Gas nominations under Clause 8 and Exhibit 3 for each Day of Planned Maintenance.
- (c) A Party shall not designate more than two (2) periods of Planned Maintenance in a Contract Year. Planned Maintenance Days shall be whole Days. If a Contract Year is less than a year (and for this purpose, the Commissioning Period shall be excluded from the first Contract Year), the number of Days allowance in Clauses 14(a) and (b) above shall be proportionately reduced, provided that in such reduction, any fraction of a Day shall be rounded up to a whole Day. If a Party desires to take partial shutdown Days for Planned Maintenance, the number of Days allowance in Clauses 14(a) and (b) above may be extended by mutual agreement of the Parties in writing to accommodate such partial shutdown Days.
- (d) The Parties shall (i) with respect to the first Contract Year, no later than thirty (30) days after the Start Date, and (ii) for any other Contract Year, no later than thirty (30) days in advance of the start of such Contract Year, deliver to the other

Party a Planned Maintenance schedule setting forth each Party's Planned Maintenance requirements for the immediately following Contract Year. Following the delivery of the Planned Maintenance schedules pursuant to the preceding sentence, the Parties agree to meet promptly to discuss in good faith such Planned Maintenance requirements with a view to reaching an agreement between the Parties as to the timing and duration of any Planned Maintenance periods for the applicable Contract Year; provided, however, if the Parties fail to timely reach agreement on the timing and duration of any such Planned Maintenance, the owner and/or operator of each such facility may schedule such Planned Maintenance in its sole discretion.

- (e) If it becomes necessary or desirable for the Parties to change the schedule of any Planned Maintenance established under Clause 14(d) above, then Sellers or Buyer, as applicable, shall give the other Party not less than thirty (30) days' notice of the Days on which such Party shall carry out any such Planned Maintenance, and the Parties will discuss in good faith and use all reasonable endeavours to reach an agreement on such changes to the schedule of Planned Maintenance.
- (f) The Parties shall use all reasonable endeavours to synchronise Planned Maintenance among Buyer's Facilities, Transporter's Facilities and Sellers' Facilities.

15. Force Majeure

- (a) Definition: The term "**Force Majeure**" means any event or circumstance or combination of events or circumstances that: (1) prevent or delay the affected Party (the "**Affected Party**") from performing in whole or in part its obligations pursuant to the terms of this Agreement; (2) are not within the Affected Party's reasonable control; and (3) are unavoidable by the exercise of due diligence by the Affected Party acting as a Reasonable and Prudent Operator under the relevant circumstances. Subject to satisfaction of the conditions specified in items (1), (2), and (3) above, Force Majeure shall include the following:
 - (i) any act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;
 - (ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;
 - (iii) epidemic, plague or quarantine;
 - (iv) air crash, shipwreck, or train wreck;
 - (v) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;

- (vi) strike, lockout or other industrial disturbances which are not due to the breach of any labour agreement by the Affected Party;
- (vii) radioactive contamination or ionizing radiation;
- (viii) loss, failure, impediment, restriction in output or deliverability of reservoirs in the Gas Field that can economically be produced by Sellers for the purposes of this Agreement;
- (ix) any loss, impediment, restriction, withdrawal, non-renewal, cancellation or termination of the PSC;
- (x) any unlawful or discriminatory delay, modification, denial or refusal of any Governmental Authority to grant or renew, or any revocation of any required permits, clearances, or approvals;
- (xi) any act/action or inaction of a Governmental Authority or compliance with such acts, directly affecting the ability of Buyer or Sellers to perform its obligations under this Agreement;
- (xii) the expropriation or compulsory acquisition by any Relevant Authority of any assets, including shares, of Buyer or Sellers, excluding in the case of a Government Owned Party any such acquisition of that Party's assets by any Governmental Authority;
- (xiii) any decision ,direction or order of a Governmental Authority, court or judicial authority pursuant to the terms of the PSC; or
- (xiv) any stoppage or reduction in the production of Gas on account of any development shutdown or geological challenges at the Sellers' Facilities or any causes which require stoppage of Gas in the interest of public safety.

(b) Limitations and Exclusions:

- (i) Notwithstanding anything to the contrary in this Clause 15, if, at any time during the Term of this Agreement, the Buyer is a Government Owned Party, then Buyer may not claim an event of Force Majeure for any action or inaction of a Governmental Authority that prevents Buyer from complying with any obligation under this Agreement unless such action or inaction applies equally to all public and private entities doing business in India and was not undertaken by the Governmental Authority to benefit Buyer.
- (ii) Where an act, event or circumstance that primarily affects a third party or third parties (including a Party's construction or operating and maintenance contractors) prevents or delays a Party's performance hereunder, such act, event or circumstance shall constitute Force Majeure hereunder as to such Party if, and only if, it is of a kind or character that, if it had happened to a Party, such act, event or circumstance would have come within the definition of Force Majeure under this Agreement. Force Majeure may be applicable for events or

circumstances affecting Sellers' Facilities or Buyer's Facilities, or Transporter's Facilities.

(iii) Notwithstanding anything to the contrary in this Clause 15, Force Majeure shall not include:

(A) any event or circumstance affecting facilities other than Sellers' Facilities, Buyer's Facilities, or Transporter's Facilities;

(B) the breakdown or failure of machinery operated by the Affected Party to the extent caused by (A) normal wear and tear which could have been avoided by the exercise of reasonable care and diligence, (B) the failure to comply with the manufacturer's recommended maintenance and operating procedure (or, in the absence of manufacturer recommendations, failure to perform maintenance in accordance with the standard of a Reasonable and Prudent Operator), or (C) the non-availability at appropriate locations of standby equipment or spare parts in circumstances where reasonable prudence and foresight would have required that such equipment or spare parts be made available;

(C) the non-availability or lack of funds or failure to pay money when due; and

(D) where Buyer is the Affected Party, an executive act of any Governmental Authority unless such executive act (1) is generally applicable to all public and private entities doing business in India, and (2) was not undertaken by the Governmental Authority principally to benefit Buyer.

(c) Notice and Reporting:

(i) The Affected Party shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (2) days after such commencement date, notify the other Party in writing of such event of Force Majeure and provide the following information:

(A) reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;

(B) such date of commencement and an estimate of the period of time required to enable the Affected Party to resume full performance of its obligations; and

(C) all relevant information relating to the Force Majeure and full details of the measures the Affected Party is taking to overcome or circumvent such Force Majeure.

(ii) The Affected Party shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its

obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any such facilities or sites shall be at the risk and cost of the Party requesting such information and access.

(d) Mitigation Responsibility:

- (i) The Affected Party shall use all reasonable endeavours, acting as a Reasonable and Prudent Operator, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, provided, however, that the settlement of strikes or differences with employees shall be within the discretion of the Party having the difficulty, and relief under this Clause 15 shall cease to be available to the Affected Party claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.
- (ii) The Affected Party shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause 15 and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.
- (iii) The Affected Party shall notify the other Party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.

(e) Consequences of Force Majeure:

- (i) Provided the Affected Party has complied and continues to comply with the obligations of this Clause 15, and subject to the further provisions of this Agreement, the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure.
- (ii) The Term of this Agreement shall not be extended due to an event of Force Majeure.

(f) Force Majeure Events Exceeding sixty (60) Days:

- (i) If an event or series of events (alone or in combination) of Force Majeure occur and continue for a period in excess of sixty (60) consecutive Days, then the non-affected Party may serve a termination notice on the Affected Party, following which the Parties shall meet to discuss means to mitigate the impediments caused by the Force Majeure event.
- (ii) If the Force Majeure event or series of events referred to in Clause 15(f)(i) is not remedied within fifteen (15) days of the Affected Party's receipt of the relevant termination notice, then this Agreement

shall automatically terminate on the fifteenth (15th) day following the Affected Party's receipt of such termination notice.

- (iii) Without prejudice to any liability of the Parties which accrued as of the date of termination of this Agreement, termination under this Clause 15(f) shall be without liability of either Party for damages arising out of such termination.

16. Invoicing

- (a) Sellers (or Sellers' Representative) shall raise invoices and shall electronically deliver separate invoices for each Sellers' share of the Gas sold to Buyer. Electronically delivered Fortnightly invoices shall carry a digital or facsimile signature. Invoices shall specify the Gas Price and Taxes and the total amount due and payable by Buyer. Buyer shall make payments in full to each Seller at the account designated by notice to Buyer, which may include offshore accounts.
- (b) Invoices shall be raised Fortnightly (unless otherwise required by Law) in US\$, commencing with the Fortnight in which the Start Date occurs:
 - i. Sellers shall raise Fortnightly invoices for the applicable Gas Price along with Taxes for sale of the Allocated Quantities to Buyer.
 - ii. In addition to invoices, Sellers shall raise in US\$ debit notes or credit notes as may be required from time to time. For avoidance of doubt the last invoice shall be raised promptly following the End Date.
 - iii. Sellers shall raise and electronically deliver separate debit notes in respect of any Quarterly Deficiency Payment promptly after the end of the relevant Contract Quarter, and any interest payable on amounts due to Sellers under this Agreement and Buyer shall make payments in full to each Seller at the account designated by it by notice to Buyer in accordance with Clause 18.
 - iv. Sellers shall raise in US\$ credit notes in respect of any Make Up Gas in accordance with Clause 10(c) or credit issued in accordance with Clause 11. The value of any such credit note delivered by Sellers in accordance with this Clause 16 shall be set off against the monies due and payable by Buyer to Sellers under this Agreement. If at the termination or expiration of this Agreement there remains a credit but no monies are due and payable by Buyer to Sellers, Sellers shall refund the amount of the credit to Buyer forthwith.
 - v. If, in respect of any Fortnight, the data for such Fortnight are not fully available, then Sellers shall either: (i) prepare the Fortnightly invoice based on estimates taking into account the details of recent data for previous Fortnights or from such information as it has at its disposal and Buyer shall pay to each Seller the sum set out in such Fortnightly invoice; or (ii) prepare a provisional Fortnightly invoice (and Buyer shall pay to each Seller the sum set out in such Fortnightly invoice) followed by a final

Fortnightly invoice as soon as the required data is available. If the amount paid by Buyer in settlement of a provisional Fortnightly invoice is less than the amount payable as per the final Fortnightly invoice, Buyer shall settle such difference forthwith. If the amount paid by Buyer in settlement of a provisional Fortnightly invoice is more than the amount payable as per the final Fortnightly invoice, such difference shall be adjusted in the following Fortnightly invoice.

- vi. All amounts payable by Buyer hereunder shall be paid in INR or in US\$, upon request of a Seller, in local or offshore accounts. When a Seller has requested payment in US\$, Buyer shall promptly seek any required approval from the Governmental Authority to make such payments in US\$ and shall begin making such payments in US\$ to the requesting Seller upon receipt of such approval, provided that Buyer and the relevant Seller shall discuss any procedural requirements that may need to be addressed in order to comply with the Sellers' request. For the avoidance of doubt, Buyer shall not be relieved of its obligations to make payment of all amounts due hereunder to the requesting Seller during the pendency of such request for approval, such payments to be made in INR until such approval is obtained. All amounts invoiced shall be denominated in US\$ and amounts that are payable in INR shall be converted at the Exchange Rate, provided, however, that if the Exchange Rate differs from the exchange rate used under the PSC in respect of proceeds received by a Seller on the date of payment of such proceeds, then the amounts received in INR shall be adjusted to reflect the use of such exchange rate under the PSC, by the issuance by the affected Seller of separate debit notes or credit notes (which shall be electronically delivered).

17. Security

- (a) No later than seven (7) Days prior to the Start Date, Buyer shall provide each Seller with an irrevocable, revolving stand-by letter of credit issued in favour of each Seller by a scheduled bank in India acceptable to Sellers. Such letter of credit shall be renewed or replaced with a new letter of credit at least thirty (30) days prior to the expiry of the preceding letter of credit (with each such letter of credit being a "**Letter of Credit**").
- (b) Each Letter of Credit shall be for a term of not less than twelve (12) months and shall, at all times, be for an amount equal to one hundred and ten percent (110%) of the sum of:
 - (i) the product of: (A) the Gas Price applicable in the month prior to the date of issue of such Letter of Credit; and (B) a quantity of Gas equal to thirty (30) Days of the DCQ and;
 - (ii) any Taxes to such quantity of Gas,multiplied by each Seller's Participating Interest, subject to, where applicable, Sellers seeking revision of the Letter of Credit as provided herein. Each Letter of Credit shall be in a format as specified in Exhibit 5 and for the amount

converted in INR as notified by Sellers. Sellers may seek revision in the face value of the Letter of Credit in case of any increase in the Exchange Rate and/ or Gas Price of ten percent (10%) or more and Buyer shall provide the same within four (4) Business Days of such demand from Sellers. Buyer shall bear all charges payable to the bank issuing such Letter of Credit.

- (c) If Buyer fails to pay any amount due under the terms of this Agreement to Sellers within the period specified in this Agreement, Sellers may, without prejudice to any other rights and remedies available under this Agreement or under Law, draw upon the Letter of Credit for payment of such amounts due and payable under any invoices and/or debit notes and or interest charges raised under this Agreement. Recourse against the Letter of Credit shall be without limitation to any other right or remedy of Sellers in relation to the payment default. Buyer shall, upon the drawdown of any amount by Sellers, ensure that the value of the Letter of Credit is automatically reinstated forthwith to its original face value.
- (d) If the Letter of Credit is not renewed or replaced before thirty (30) days prior to its stated date of expiry, then Sellers shall have the right to draw down the Letter of Credit in full before it expires and retain such draw proceeds as security against any and all amounts then or thereafter owing by Buyer under this Agreement, without any interest accruing to Buyer.

18. Payment

- (a) Payments shall be made in full to Sellers in accordance with the invoices and debit notes issued no later than the fourth (4th) Business Day after the day on which electronic delivery of the relevant invoice or debit note occurs; provided that if such electronic delivery is effected after 17:30 hours on such day, delivery shall be deemed to occur on the following day. Late payments shall bear interest at the State Bank of India Base Rate (“**SBIBR**”) + six point two five percent (6.25%) (the “**Default Interest Rate**”) per annum computed for each day payments are overdue until paid.
- (b) If Buyer disputes any invoice or debit note, then Buyer shall provisionally make the payment in full (without any setoff or counterclaim) and may notify the disputed amount to Sellers within thirty (30) days of receipt of the relevant invoice or debit note. If a dispute is decided in favour of Buyer, Sellers shall refund the overpayment within seven (7) Business Days following resolution of the dispute and Sellers shall pay interest at the Default Interest Rate for each day for the period from the day that the overpayment is made by Buyer until the date of refund by Sellers.
- (c) All amounts payable by Buyer hereunder shall be paid in INR by converting US\$ into INR at the Exchange Rate except where upon request of a Seller, the payment is made in US\$ in local or offshore accounts. All amounts shall be paid by electronic funds transfer or equivalent instantaneous transfer of funds for value on the day in question to the account designated by Sellers. Buyer shall be responsible for bearing any charges levied by the bank making the

payments. Payment shall be deemed to be received on the date such payment is actually credited to the receiving Party's account.

- (d) In case of credit notes, the same shall be set off against future invoices issued by Sellers and in case no invoice is left to be raised by Sellers, Sellers shall make the payment of the credit note amount after adjusting any amount payable by Buyer, within seven (7) Business Days from the date of issue of the final credit note.

19. Suspension and Termination

- (a) Suspension: Without prejudice to any other rights and remedies, Sellers may suspend delivery of Gas, upon three (3) Business Days' notice to Buyer, in any of the following circumstances:
 - (i) Buyer's failure to make payments in full when due;
 - (ii) Buyer's failure to establish, maintain or renew the Letter of Credit as required herein;
 - (iii) where suspension is required due to Law or in the event of any defect or unsafe operation in the Buyer's Facilities or downstream of the Delivery Point;
 - (iv) Buyer's breach of its representations set out in Clause 24(b)(ii) and Anti Bribery obligations set out in Clause 25;
 - (v) Buyer's breach of the limitations set forth in Clause 4(c); or
 - (vi) the occurrence of any termination event under Clause 19(b) (and without, for the avoidance of doubt, any need to await the expiry of any notice, cure or grace period provided for therein).

Upon and for the duration of such suspension, Sellers shall be relieved of its obligation to make Gas available for delivery to Buyer under this Agreement, but Buyer shall not be discharged of any of its obligations under this Agreement including Buyer's obligations under Clause 10 to take and pay for, or pay for if not taken a quantity of Gas at least equal to the Take or Pay Quantity for the relevant Contract Year. Sellers shall resume delivering Gas as soon as reasonably practicable following the cure of the events listed above and in any case within forty-eight (48) hours of such cure.

- (b) Termination for Buyer's Default: Sellers may forthwith terminate this Agreement in the following circumstances:
 - (i) Buyer fails to pay any amount in full within thirty (30) days after the due date of such payment;
 - (ii) Buyer becomes insolvent or is otherwise unable to pay, suspends payment of, or agrees to a moratorium with respect to all or a substantial part of its debts, or makes a general assignment or any composition with or for the benefit of its creditors;

- (iii) Buyer fails to remedy, within a period of fifteen (15) days following suspension of this Agreement in accordance with Clause 19(a)(ii), its obligation to establish, maintain or renew a Letter of Credit as required herein;
 - (iv) Buyer transfers its interest in this Agreement without satisfying the requirements of Clause 24(a); or
 - (v) Buyer breaches a material term of this Agreement and such breach is not cured within thirty (30) days following notice of such breach from Sellers.
- (c) Termination for Sellers' Default: Buyer may forthwith terminate this Agreement in the following circumstances:
- (i) Sellers fail to pay any amount in full within thirty (30) days after the due date of such payment;
 - (ii) Seller(s) become insolvent or is otherwise unable to pay, suspends payment of, or agrees to a moratorium with respect to all or a substantial part of its debts, or makes a general assignment or any composition with or for the benefit of its creditors;
 - (iii) Sellers transfer its interest in this Agreement without satisfying the requirements of Clause 24(a); or
 - (iv) if for reasons other than Force Majeure or the fault of Buyer, Sellers fail to deliver any quantities of Gas to Buyer for one hundred eighty (180) consecutive Days.
- (d) Other Termination: Sellers shall have the right to terminate this Agreement upon five (5) Days' notice to Buyer (or such shorter period as may be necessary in the circumstances) upon termination of the PSC or cancellation of any or all of the applicable petroleum mining lease(s). Any such termination of this Agreement shall be without liability to either Party, save where the termination of the PSC or applicable petroleum mining lease(s) arises from any breach or default of Buyer hereunder.
- (e) Accrued Rights: Any termination of this Agreement shall not affect any rights, obligations and liabilities which may have accrued prior to such termination.

20. Taxes and Duties

- (a) Buyer shall assume full and exclusive liability for payment of all Taxes imposed in connection with, or related to, the sale purchase or delivery of Gas under this Agreement and any payments made under this Agreement. For the avoidance of any doubt, the liability for payment of Taxes shall include any Taxes that are paid, levied or accrued and payable or assessed or demanded or imposed pursuant to any interim order, provisional assessment, revisional assessment, judicial or executive review, final assessment or any other order made at any time by any Governmental Authority, court or judicial authority. Buyer shall be liable for fines, penalties or interest on Taxes which are required to be paid by

Sellers under order made at any time by any Governmental Authority, court or judicial authority.

- (b) Buyer shall be liable for and shall indemnify (and keep indemnified), protect, defend and hold harmless Sellers and its Affiliates from and against all actions, proceedings, claims and demands brought or made and all losses, damages, costs, expenses, liabilities, settlements, and judgments arising from and against or in connection with any Taxes levied against Buyer (including any failure or delay by Buyer to pay such Taxes or submit required forms, returns or documents as stated at Clause 20(c)) or for which Buyer is responsible under this Agreement. Sellers may recover such sums from Buyer including all costs, expenses and charges incurred by Sellers in connection therewith.
- (c) Buyer shall submit to Sellers all forms, returns, and documents (duly filled in and completed in all respects), within such time as may be requested by Sellers or prescribed by any Governmental Authority, whichever is earlier, that are required to enable Sellers to comply with the requirements of the Governmental Authority and/or any order from a court or judicial authority imposing or asserting any Taxes. If Buyer fails to submit any such forms, returns or documents to Sellers within the prescribed time then Sellers shall have the right to raise necessary invoices or debit notes for any differential liability for Taxes that may arise as a result of such failure of Buyer and Buyer shall make payment of such invoices or debit notes within four (4) Business Days.

21. Liability and Remedies

- (a) At, and downstream of, the Delivery Point the Buyer shall be deemed to be in exclusive possession and control of the Gas and fully liable and responsible for its arrangements, appurtenance and properties including all gas pipelines used by Buyer downstream of the Delivery Point and the Buyer's Facilities. Accordingly, the Buyer covenants and agrees to fully protect, indemnify and hold the Sellers, its Affiliates and its and their officers, employees and agents harmless against any and all claims, liabilities, costs, expenses, damages, or losses which may be made, asserted or brought against the Sellers whether by the Buyer, its employees or agents or by third parties, on account of damage or injury to property or person or loss of life resulting from, arising out of or in connection with the installation, presence, maintenance or operation of the intake arrangements, appurtenance and properties of the Buyer or relating to the possession and handling of any Gas supplied under this Agreement and further defend the Sellers at the Buyer's sole expense in any litigation involving the Sellers, its Affiliates and its and their officers, employees and agents in connection with matters referred to in this Clause 21(a).
- (b) The Sellers shall be deemed to be in exclusive possession and control of the Gas upstream of the Delivery Point(s) and fully liable and responsible for its arrangements, appurtenance and properties including the Sellers' Facilities. Accordingly, the Sellers covenant and agree to fully protect, indemnify and hold the Buyer and their officers, employees and agents harmless against any and all direct claims, liabilities, costs, expenses, damages, or losses which may be

made, asserted or brought against the Buyer whether by the Sellers, its employees or agents or by third parties, on account of damage or injury to property or person or loss of life resulting from, arising out of or in connection with the operation of the intake arrangements, appurtenance and properties of the Sellers and further defend the Buyer at the Sellers' sole expense in any litigation involving the Buyer and officers, employees and agents in connection with matters referred to in this Clause 21(b).

- (c) The Parties recognise that, with respect to breaches of this Agreement (and acts or omissions which constitute breaches), their relationship is contractual and that neither Party shall have any claim against the other Party in tort with respect to such breaches. Remedies set out herein are cumulative and are the exclusive remedies available to the Parties for a breach of this Agreement.
- (d) Neither Party shall be liable to the other Party for consequential loss, loss of profit, loss of revenue, or any special, punitive or exemplary damages, howsoever caused, including by negligence or breach of duty or any other act or omission (even in the case of wilful misconduct).
- (e) The maximum aggregate liability for Buyer to Sellers, or for Sellers to Buyer, for any and all liabilities and indemnities under this Agreement in respect of each Contract Year shall be an amount equal to the product of: (i) twenty one (21) days; (ii) the DCQ in effect on the first Day of such Contract Year; and (iii) the Gas Price applicable on the first Day of such Contract Year, regardless of whether such claims are caused by wilful misconduct or negligence, provided that:
 - (i) for any Contract Year which is less than three hundred sixty five (365) days, the factor of twenty one (21) days used in the aforesaid calculation shall be reduced proportionately;
 - (ii) Buyer's obligation to pay any amounts for Gas delivered and to pay any Quarterly Deficiency Payments (including pursuant to Clauses 7, 10, 18 and 20) are expressly excluded from and not subject to the foregoing liability cap; and
 - (iii) Sellers' obligation to reimburse for Ship or Pay payments under the PIL GTA and Downstream GTA as provided in Clause 11(f) are expressly excluded from and are not subject to the foregoing liability cap.
- (f) The liability of Sellers to Buyer shall be several (and not joint and several), and for each Seller, such aggregate liability under this Clause 21(e) shall be split amongst all Sellers in accordance with each Seller's Participating Interest.

22. Rights and Obligations of Sellers

- (a) The rights of each Seller under this Agreement shall be several (and not joint or joint and several). Sellers' rights to receive payment in respect of Gas delivered to Buyer and in respect of Buyer's obligations to pay for Gas not taken (including payment of the Quarterly Deficiency Payment) shall be in accordance with their respective Participating Interests.

- (b) The obligations, responsibilities and liabilities of each Seller under this Agreement shall be several (and not joint or joint and several). Such obligations and liabilities in respect of Gas delivered under this Agreement (including in respect of Gas not meeting the specifications) shall be in accordance with their respective Participating Interests.

23. Governing Law and Disputes

- (a) Governing Law: This Agreement shall be governed by the laws of India.
- (b) Dispute Resolution: If there is any dispute between the Parties arising from or in connection with this Agreement, a Party may send notice to the other Party:
 - (i) specifying the dispute; and
 - (ii) requesting a meeting to seek in good faith to resolve it.

The Parties will meet at a venue to be notified by the Sellers for this purpose within twenty-one (21) Days of the notice being sent. The meeting will be attended by members of the management team of both Parties with the necessary authority to resolve the dispute.

- (c) Referral of Dispute: If the dispute is not resolved at the meeting provided in Clause 23(b) or if such meeting is not held within the time period provided in Clause 23(b), then either Party may, by notice to the other in writing, refer the dispute for determination by an Expert in accordance with Clause 23(e) or to arbitration in accordance with Clause 23(f).
- (d) Co-operation: The Parties shall to co-operate to resolve any dispute in accordance with the procedures set out in Clause 23(b) above but either Party may withdraw from those procedures at any time after the expiration of the maximum time period by giving written notice to the other. The dispute may then be referred to determination by an Expert in accordance with Clause 23(e) or to arbitration in accordance with Clause 23(f).
- (e) The Expert
 - (i) Resolution by Expert: Whenever any Person is to be appointed as an Expert under this Agreement, which shall include all disputes in relation to metering, the quality of Gas delivered or made available for delivery, the determination of any Allocated Quantity and whenever during the Term the Parties agree that a dispute between them shall be resolved by an Expert, the provisions of this Clause 23(e) shall apply.
 - (ii) Appointment of Expert: The procedure for the appointment of an Expert shall, save as may otherwise be agreed by the Parties, be as follows:
 - (A) the Party wishing the appointment to be made shall give notice to that effect to the other Party, together and with such notice, shall give details of the matter or dispute which it is proposed shall be resolved by the Expert;
 - (B) the Parties shall meet within seven Days of a notice being given under paragraph 23(e)(ii)(A) above and shall endeavour to agree

upon a single Expert to whom the matter in dispute shall be referred for determination;

- (C) if within fourteen (14) Days from the service of the notice the Parties have either failed to meet or failed to agree upon an Expert, then the matter may forthwith be referred by either Party to the ICC Centre for Expertise, which shall select an Expert within fourteen (14) Days and to notify the Parties of such selection;
- (D) upon an Expert being agreed upon or selected under the preceding provisions of this Clause 23(e), the Parties (or either Party) shall forthwith notify such Expert of his selection and shall request him within fourteen (14) Days to confirm in writing whether or not he is willing and able to accept the appointment and whether he has or may have some interest or duty which conflicts or may conflict with his function under such appointment;
- (E) if such Expert is either unwilling or unable to accept such appointment or has not have confirmed his acceptance of such appointment within the said period of fourteen (14) Days, then (unless the Parties are able to agree upon the appointment of another Expert) the matter shall again be referred (by either Party) in accordance with the preceding provisions of this Clause 23(e) to the ICC Centre for Expertise, which shall be requested to make a further selection and the process shall be repeated until an Expert is found who accepts his appointment;
- (F) the Parties may appoint a Person as an Expert notwithstanding that the Person may have or may have disclosed an actual or potential conflict of interest; and
- (G) the contract of appointment of the Expert shall be entered into jointly by the Parties and the Parties shall co-operate in good faith in the negotiation and agreement of the terms and in the administration of the contract of the Expert, provided that if there is any dispute between the Parties on the amount of remuneration to be offered to the selected Expert or upon any of the other terms of his appointment (other than as provided for by this Agreement), then such amount or such other terms shall be determined by the ICC Centre for Expertise whose decision shall be final and binding on the Parties.

(iii) Nature of Expert:

- (A) An Expert may be an individual, partnership, association or body corporate and shall be generally recognised as an expert with at least ten (10) years' experience in the field of expertise relevant to the dispute.

- (B) Subject to Clause 23(e)(iv) and notwithstanding that at the time of the appointment, or at any time before the Expert gives his determination under such appointment, he has, or may have, some interest or duty which conflicts, or may conflict, with the Expert's function under such appointment, any Person appointed as the Expert shall be entitled to act as such Expert, provided that such Expert shall disclose any such interest or duty of which the Expert is aware before accepting such appointment (or promptly upon any such interest or duty arising subsequent to such appointment) and the Parties shall, within ten (10) Days of such disclosure, confirm the Expert's appointment.
 - (C) If any Party fails to give such confirmation because it considers that there is a material risk of such interest or duty prejudicing the Expert's decision, then the other Party may apply to the ICC Centre for Expertise which shall decide if such Expert shall be appointed (or have its appointment confirmed) or not, having considered any submissions any Party may wish to make, and if the ICC Centre for Expertise decides not to confirm the appointment, it shall be deemed never to have been made and the Parties or the ICC Centre for Expertise shall select another Expert in accordance with the foregoing provisions of this Clause 23(e).
 - (D) Notwithstanding Clause 23(c), no Person shall be appointed an Expert who at the time of appointment is (or at any time before he gives his determination under such appointment becomes) a director, officeholder or an employee of, or directly or indirectly retained as consultant for, the Buyer or the Sellers (or any Affiliate of such Party) or of any of the financiers of the foregoing, or who is the holder, directly or indirectly, of shares in any Party or any Affiliate of a Party (unless such Party or Affiliate (as the case may be) is a company quoted on a recognised stock exchange and the shareholding held is less than one per cent. (1%) of the issued shares of any class).
- (iv) Process of Determination:
- (A) Subject to the Expert's right to call for oral explanations, submissions or information from a Party pursuant to Clause 23(e)(iv)(B), all communications or submissions from either of the Parties to the Expert relating to the matter to be resolved by the Expert shall be made in writing and a copy thereof shall be provided simultaneously to the other Party.
 - (B) Each of the Parties may make such written submissions and may supply such written information to the Expert as it thinks fit and the Expert shall be entitled to request and receive such oral or written explanations, submissions or information from the Parties

as he may consider desirable to enable him to reach his decision, in which event each of the Parties shall, subject to Clause 23(e)(v), comply promptly with any such request, and the other Party shall be provided with a copy of such written submissions and documentation by the relevant Party and shall be entitled to be present or represented at any such oral submission, explanation or examination.

- (C) If a Party is requested by the Expert to make or give any oral explanations, submissions or information to an Expert, such Party shall give to the other Party not less than fourteen (14) Days' notice of the time and place at which such oral explanations, submissions or information are to be made or given and shall afford to the other Party the opportunity to be present.
 - (D) Irrespective of whether the Expert requests oral explanations, submissions or information, the Expert shall require the Parties to submit final written proposals on the subject matter of the dispute in such form and by such date as the Expert may require (but in any event upon not less than fourteen (14) Days' notice).
 - (E) The Expert shall be entitled to obtain such independent professional or technical advice as he may reasonably require.
- (v) Final Determination:
- (A) The Expert shall give his final determination in writing to the Parties, together with full written reasons for such determination, as soon as possible thereafter.
 - (B) If within a reasonable period (which shall not, without the prior written consent of each Party, exceed sixty (60) Days after the acceptance by the Expert of the appointment) the Expert has not given a final determination, then (at the request of either Party) a new Expert shall be appointed under the provisions of this Clause 23(e) and, upon the acceptance of appointment by such new Expert, the appointment of the previous Expert shall cease, provided that if the previous Expert submits a final determination prior to the date upon which the new Expert accepts his appointment in writing, then such determination shall be binding upon the Parties and the appointment of the new Expert shall be withdrawn.
 - (C) The final determination of the Expert shall be conclusive and binding upon the Parties save in the event of fraud, mistake, mistake of law (including interpretation of documents), miscarriage of justice on the part of the Expert or failure by the Expert to disclose any relevant interest.

- (vi) Expert not an Arbitrator: The Expert shall be deemed not to be an arbitrator but shall give his determination as an expert and the provisions of the Arbitration & Conciliation Act, 1996 and rules framed thereunder shall not apply to such Expert or his determination or the procedure by which he reaches his determination.
- (vii) Costs of Expert: Each Party shall bear the costs and expenses of all professional advisers, witnesses and employees retained by it, but the cost and expenses of the Expert and any independent advisers to the Expert applicable to any matter arising under this Agreement shall be apportioned equally between the Sellers and the Buyer.
- (viii) Language and Location: The language for all submissions, explanations, information, proposals and determinations pursuant to this Clause 23(f) shall be English and the location for any hearings shall be Mumbai, India.
- (f) Arbitration: All disputes that are not resolved by the Parties in accordance with Clause 23(b) or are not submitted to an Expert may be referred by either Party to be resolved by arbitration. Each arbitration shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 and rules framed thereunder, with three arbitrators, one appointed by Buyer, one appointed by Sellers, and the third appointed by the two arbitrators so appointed. The place of the arbitration shall be Mumbai and the language of the arbitration shall be English. Subject to arbitration, this Agreement shall be subject to the sole and exclusive jurisdiction of the courts in Mumbai.
- (g) Related Disputes: The Parties agree that if a dispute which has been referred or which is to be referred either to an Expert or to arbitration hereunder:
 - (i) raises issues which are substantially the same as or connected with issues raised in a dispute arising out of a gas sales and purchase agreement between one or more of the Sellers and a buyer for: i) delivery of Gas at the Delivery Point; or ii) the sale of Gas from the Gas Field, which has already been referred to an Expert or to arbitration (a "**Related Dispute**"); or
 - (ii) arises out of substantially the same facts as are the subject of a Related Dispute,

then, at the election of the Sellers, the Sellers shall procure that, and the Buyer shall accede to, the Expert or arbitral tribunal (as the case may be) which has been appointed or which is to be appointed in respect of the Related Dispute also becomes the Expert or arbitral tribunal (as the case may be) in respect of the dispute hereunder.

24. Miscellaneous

- (a) Assignment

- (i) Except as set out in this Clause 24(a)(ii), a Party may not assign or otherwise transfer its interest in this Agreement without the prior written consent of the other Party.
 - (ii) The following assignments do not require consent of the other Party:
 - (A) assignment by a Party as collateral security for financing;
 - (B) assignment by a Seller to the extent it assigns its interests under the PSC & JOA;
 - (C) assignment by a Party of all its rights and obligations to an Affiliate; or
 - (D) assignment by a Seller of a part of its rights and obligations (including the right to receive payment of any amount due hereunder) to an Affiliate or any other person.
 - (iii) Except in the case of an assignment under Clause 24(a)(ii)(A) and 24(a)(ii)(B), the assigning Party shall be relieved of its obligations as to the period after the assignment if the assignee has the capability to perform all of the obligations of the assigning Party, and expressly assumes in writing for the benefit of the non-assigning Party all of the assigning Party's obligations, and if the assigning party is Buyer, then the assignee is either no less creditworthy than Buyer or provides a guarantee or additional letter of credit reasonably acceptable to Sellers.
- (b) Representations and Warranties
- (i) Sellers represent and warrants to Buyer that it shall have the title to, or will otherwise be authorized to sell, Gas sold under this Agreement.
 - (ii) Buyer represents and warrants to Sellers that:
 - (A) as of the Start Date, Buyer shall have the right to utilise transportation capacity in Transporter's Facilities sufficient to transport the applicable DCQ (from time to time) from the Delivery Point to Buyer's Facilities and otherwise to perform all of its obligations under this Agreement;
 - (B) subject to Clause 11(g), during the term of this Agreement Buyer shall maintain the right to utilise transportation capacity in Transporter's Facilities sufficient to transport the applicable DCQ (from time to time) from the Delivery Point to Buyer's Facilities and otherwise to perform all of its obligations under this Agreement;
 - (C) Buyer possesses the necessary skill, experience, expertise and ability to undertake and fulfil all its obligations under this Agreement;
 - (D) as of the Effective Date it is not insolvent, in administration, subject to liquidation proceedings, has not made an assignment for the benefit of its creditors, declared or been declared

bankrupt, or had a receiver appointed in respect to the whole of any part of its assets, and there is no outstanding petition presented for the winding-up or dissolution of Buyer, and that no event has occurred which, under Law, would justify any such proceedings; and

(E) The Buyer's Facilities shall not be operated in such a manner that would violate the health, safety and environmental norms and the surrounding areas and environment.

(iii) Each Party represents and warrants to the other Party that it is duly incorporated and validly existing under the relevant applicable Laws and that this Agreement has been duly executed by it and is a legal, valid and binding agreement enforceable against it in accordance with its terms.

(c) Laws and Approvals

(i) In carrying out its obligations under this Agreement, each Party shall comply with all applicable Laws. A Party shall not be considered or held to be in breach of its obligations under this Agreement as a result of such compliance.

(ii) The Parties agree that the obligations of Sellers under this Agreement are subject to the continued effectiveness of the PSC and the receipt and maintenance of all requisite approvals required under Law.

(d) Confidentiality: This Agreement and all documents and information transmitted by Sellers to Buyer under this Agreement shall be deemed confidential.

(e) Sellers' Representative: RIL shall act as the representative ("**Sellers' Representative**") of both Sellers for purposes of administering this Agreement on behalf of Sellers.

Every notice given by the Sellers' Representative under this Agreement shall be deemed to be a notice given by Sellers and any notice given by Buyer to the Sellers' Representative shall be deemed to be a notice given to each Seller. As Sellers' Representative, RIL shall incur no liability under this Agreement other than in its capacity as a Seller.

(f) Interpretation: A reference to a quantity of Gas means that quantity in MMBtu; and MMBtu shall mean MMBtu on a Gross Calorific Value (GCV).

(g) Exhibits: The Exhibits to this Agreement are incorporated into and made an integral part of this Agreement.

(h) Entire Agreement: This Agreement shall constitute the entire agreement between the Parties as to the subject matter hereof. This Agreement shall only be amended, modified or supplemented by a written instrument signed by both Parties.

(i) Survival: Clauses 2, 3(d), 7, 9, 10, 11, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 (save for Clauses 24(a) and 24(c)) shall survive the termination and expiry of this Agreement.

(j) Notices: All notices under this Agreement shall be in writing and are effective upon delivery to the applicable Party (whether by mail, fax, personal delivery or otherwise) at the address indicated below (unless changed by notice):

Sellers:

RIL:

Reliance Corporate Park

Building No. 6, 1st Floor, D-Wing

Thane-Belapur Road, Ghansoli,

Navi Mumbai – 400 701

Attention: Head - Gas Marketing

BPEAL: 71 & 73, 7th floor

2nd North Avenue

Maker Maxity, Bandra Kurla Complex

Bandra East

Mumbai – 400051

Buyer: []

[]

[]

[]

Attention: []

(k) Waiver of Sovereign Immunity: Each Party expressly acknowledges and agrees that this Agreement is being executed as part of a private and commercial transaction. Each Party hereby waives, to the maximum extent permitted by applicable Law, for itself and its Affiliates, and for its and their assets and revenues, any and all immunity to the extent that it may at any time exist whether on grounds of sovereignty, state immunity or otherwise, from suit, arbitration, proceeding, jurisdiction of any court, adjudication, enforcement of arbitration award, judgment, service of process upon it or any agent, execution or judgment, set off, attachment or other interim relief before judgment or on judgment or other legal process, including, without limitation, the defences of “sovereign immunity”, and “act of state”, which such Party or its respective assets or revenues may now have or may in the future have under the applicable Laws of any jurisdiction, and such Party agrees not to assert any such immunity or defences in any proceedings with respect to this Agreement

or in the enforcement of any award, judgment or execution resulting therefrom or from any transactions contemplated hereby or hereunder.

25. Anti-Bribery

- (a) Each of the Parties represents and warrants to each of the other Parties that, in the past five (5) years prior to the Effective Date, neither it nor, to the best of its knowledge, any of its Affiliates or Associated Persons, in connection with or related to the RFP Process or this Agreement:
- (i) has engaged in any activity, practice or conduct, which will amount to corruption including but not limited to:
 - (A) paying, offering or offering to give, promising or agreeing to give, or authorising the payment (directly or indirectly through any third party) of any monies, consideration of any kind or anything of value, to (a) any Government Official in order to obtain or retain business or to influence official action, or (b) or any of the other Party's Affiliates or Associated Persons or any other Person, in each case where such activities have the purpose or effect of commercial bribery, or acceptance or acquiescence in kickbacks or other unlawful or improper means of obtaining or retaining business, or taking or refraining from taking any action as an improper inducement or a reward for any act or decision; or
 - (B) receiving, extorting or soliciting, any monies, consideration of any kind or anything of value for any undue act or decision; or
 - (ii) has directly or indirectly engaged in any other acts or transactions in each case, in violation of or inconsistent with the Bribery Acts
- (b) Each of the Parties further represents and warrants to each of the other Parties that, in the past five (5) years prior to the Effective Date, neither it nor, to the best of its knowledge, any of its Affiliates or Associated Persons, in connection with or related to the RFP Process or this Agreement:
- (i) has directly or indirectly engaged in or facilitated any activity which will amount to money laundering, including without limitation, smuggling, terrorism and terrorist financing, conversion, concealment or disguise to make appear as legitimate, or acquisition, possession or use, of any economic advantage or property obtained or suspected to have been obtained from or in connection with any category of offences designated under any applicable anti-money laundering or other applicable Law; or
 - (ii) has violated any provisions of the Prevention of Money Laundering Act, 2002, as may be amended, re-enacted, replaced or consolidated from time to time, or any other applicable anti-money laundering Law, which has as its objective the prevention of money laundering.
- (c) Each of the Parties further undertakes to each of the other Parties that neither it nor any of its Affiliates or Associated Persons during the term of this

Agreement will act in a manner that renders the representations and warranties contained in Clause 25(a) or (b) above incorrect, untrue or misleading.

- (d) If, in the reasonable judgement of either of the Parties, the other Party is in breach of its representations and warranties under Clause 25(a) or (b) above, and/or undertaking in Clause 25(c) above, the non-breaching Party shall have, without prejudice to any other right or remedy legally available to it, the right to either:
 - (i) require the other Party to undertake any and all requisite measures to remedy or rectify such breach;
 - (ii) immediately terminate this Agreement and recover any loss suffered by the non-breaching Party resulting from such termination; and/or
 - (iii) recover in full from the breaching Party any other loss sustained by the non-breaching Party as a consequence of any such breach, whether this Agreement has been terminated or not.
- (e) Buyer further represents and warrants that it shall conduct due diligence before appointment of any contractors or third parties required by the Buyer in relation to the transportation, processing or use of Gas purchased under this Agreement and shall cause such contractor(s) and third parties to comply with all of Bribery Acts and the Prevention of Money Laundering Act, 2002, and undertakes to indemnify each of the Sellers, their Affiliates and Associated Persons against any loss or damages suffered on account of any failure by such contractors or third parties to comply with the aforesaid Laws.
- (f) If Buyer or any of its Affiliates or Associated Persons becomes aware of or reasonably suspects a violation or potential violation of Clause 25(a), (b) and (c) by either of the Parties to this Agreement, such Persons may report the same to the Sellers by sending email to 'ethics.taskforce@ril.com'.
- (g) If Buyer or any of its Affiliates or Associated Persons refuses to pay or offer a bribe or raises concerns, or report any wrongdoing to the Company, such Person will not face any form of retaliation from the Sellers. The Sellers encourage openness and will support anyone who raises genuine concerns about any corrupt practices, in good faith.

26. Anti-Money Laundering

- (a) Buyer agrees that, in connection with this Agreement, it will comply with all anti-money laundering laws, rules, regulations or equivalent applicable to either Buyer or Sellers.
- (b) Subject to any relevant data privacy or protection law, Buyer shall immediately report to Sellers any allegations, proceedings or investigations relating to bribery, corruption or money laundering against Buyer, its directors, officers, employees or its buyers engaged in connection with this Agreement.

- (c) Buyer represents and warrants that, except as otherwise disclosed in writing to Sellers, neither it nor its directors, officers, or key employees in connection with this Agreement have in the last ten (10) years:
 - (i) been convicted of any offence involving money laundering; or
 - (ii) been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving money laundering.
- (d) Sellers shall have the right to suspend in whole or in part further services and payments under and/or terminate this Agreement, in whole or in part with immediate effect:
 - (i) if Sellers reasonably believe in good faith that Buyer has failed to comply with or breached in any material respect any of the requirements set out in this Clause 26; or
 - (ii) where Buyer or any of its shareholders, owners, or affiliates become designated as a Restricted Party.

IN WITNESS WHEREOF, Sellers and Buyer have caused this Agreement to be executed in quadruplicate copies by their duly authorized representatives as of the date first above written.

For and on behalf of
Reliance Industries Limited

Name: _____
Title: _____
Witness: _____

For and on behalf of
[Insert Full Name of Buyer]

Name: _____
Title: _____
Witness: _____

For and on behalf of
BP Exploration (Alpha) Limited

Name: _____
Title: _____
Witness: _____

EXHIBIT 1

DAILY CONTRACT QUANTITY

The Daily Contract Quantity (DCQ) shall be as the volume determined as per the terms of RFP Process and is set forth in the table below:

PERIOD	DCQ (MMBtu/Day) (GCV basis)
Start Date to End Date	<i>[as determined for the Buyer pursuant to e-bidding process accordance with the RFP Process]</i> _____

EXHIBIT 2
GAS QUALITY SPECIFICATIONS

Gas shall be determined to meet the Specifications if, at the Delivery Point, the Gas:

1. shall have a minimum Gross Calorific Value of 31000 Btu per Standard Cubic Meter; and
2. shall comply with the specifications given in the Table below:

Parameter	Limit
Hydrocarbons dew point (Degree Celsius, max.)	+5
Water dew point (Degree Celsius, max)	0
Hydrogen Sulphide (ppm by wt. max.)	5
Total Sulphur (ppm by wt. max.)	10
Carbon dioxide (mole % max.)	6
Total inerts (mole %)	8
Temperature (Degree Celsius, max.)	55
Oxygen (% mole vol. max.)	0.2

EXHIBIT 3

NOMINATION, SCHEDULING, AND ALLOCATION PROCEDURES

A. Nomination Procedure

Weekly Nominations.

Buyer shall notify Sellers of the quantity of Gas that it wishes to nominate for delivery under this Agreement at the Delivery Point, for each Day of the following Week, no later than 13:00 hours on the Friday of the preceding Week. Each nomination shall be on an energy basis (in MMBtu), shall not exceed the DCQ and shall specify the quantity of Gas in respect of each Day of such Week. Buyer shall provide nominations through the extended web-page provided by Sellers. Each such nomination so made up to the DCQ for the relevant Day shall be the “**Nominated Daily Quantity**” for the applicable Day. If Sellers’ extended web-page is not available at the time, Buyer shall provide its nominations by email or facsimile.

Daily Nominations.

1. No later than 13:00 hours on the Day prior to the Day of Gas delivery, Buyer may revise the Nominated Daily Quantity for such Day of Gas delivery if required by unforeseen circumstances or emergencies. Sellers will use reasonable endeavours to accommodate the request but shall incur no liability for a failure to accept the revised nomination.
2. In the absence of a Weekly nomination, the last available Nominated Daily Quantity shall apply for each Day of the following Week.
3. If, on any Day, Buyer wishes to reduce offtake of Gas at the Delivery Point due to an emergency, Buyer shall immediately notify Sellers with all relevant information and Sellers shall accommodate such request from Buyer as soon as operationally feasible but shall incur no liability for a failure to deliver all or any part of the Nominated Daily Quantity for such Day.

B. Scheduling Procedure

1. No later than 18:30 hours on the Day prior to the Day of Gas delivery, Sellers shall notify Buyer of the quantity of Gas available from Sellers for delivery to Buyer at the Delivery Point for the Day of Gas delivery based on aggregate nominated daily quantities and aggregate quantity of Gas available for supply at the Delivery Point, and Sellers shall confirm such quantity with PIL.
2. No later than 19:00 hours on the Day prior to the Day of Gas delivery, PIL shall notify Sellers of the quantity of Gas scheduled for receipt at the Delivery Point for transportation on that Day on behalf of Buyer, up to the quantity nominated by Buyer as above, and Sellers shall notify Buyer that such quantity is scheduled for delivery to Buyer at the Delivery Point on the Day of Gas delivery (“**Scheduled Daily Quantity**”).

3. If Sellers need to curtail Gas deliveries on any Day, Sellers may notify Buyer of the adjustment to the quantity available and shall confirm the adjustment with PIL, and the Scheduled Daily Quantity shall be adjusted accordingly.

C. Allocation Procedures

1. By 12:00 hours on the Day after the Day of Gas delivery, Sellers shall notify Buyer of the Allocated Quantity at the Delivery Point on such Day.
2. Buyer's Allocated Quantity on any Day shall be calculated as the product of: (a) the Measured Quantity for such Day; and (b) the quotient of: (i) Buyer's Scheduled Daily Quantity for the relevant Day; and (ii) the total of the scheduled daily quantities for all deliveries at the Delivery Point for the relevant Day.
3. Sellers and Buyer or Buyer's designee shall countersign for each Day an acknowledgement of the Allocated Quantity of Gas delivered by Sellers and received by Buyer or Buyer's designee on the previous Day at the Delivery Point.

D. Change in Procedures

From time to time Sellers may change the procedures of this **Exhibit 3** by notice to Buyer.

EXHIBIT 4
MEASUREMENT

1. Delivery Point Measurement Equipment:

- 1.1 Sellers shall provide and install, at its own expense, at a point upstream of and near the Delivery Point, and thereafter operate, maintain and renew, measurement equipment at the Delivery Point (“**Measurement Equipment**”). The ownership of the Measurement Equipment shall remain with Sellers. Sellers shall ensure that Gas delivered hereunder at the Delivery Point shall be measured in accordance with the methods established and from time to time amended under this Agreement.
- 1.2 Sellers shall ensure that equipment for the proper measurement of Gas delivered at the Delivery Point shall be properly maintained and corrected in accordance with this Agreement.

2. Measurement and Calibration:

- 2.1 The measured quantity shall be recorded in MMBtu at the Delivery Point. Gas measurement shall include all corrections in installation practices recommended for accurate metering of Gas in accordance with American Gas Association (AGA) Report No. 8, 9 and 10 for ultrasonic meter metering systems. The error / inaccuracy permitted shall be within a range of $\pm 1\%$. At the end of calibration, Measurement Equipment shall register accurately and no individual transmitter feeding into total flow computation shall have an error more than 0.5%.
- 2.2 Sellers shall install an appropriate form of on-line composition measurement device, Gas Chromatograph (GC), at or upstream of the Delivery Point consistent with recognised international standards (ISO 6975/6976 or any other equivalent standard) which shall be used to determine the composition of Gas.
- 2.3 If Buyer has any reasonable doubt about the proper working of the Measurement Equipment, it may request that Sellers re-calibrate, validate or prove the equipment. Buyer may not request a recalibration or validation of the Measurement Equipment if such Measurement Equipment was the subject of a recalibration or validation within the previous thirty (30) days or such other mutually agreed period whether or not requested by Buyer. Buyer shall not withhold the payments to Sellers under the Agreement pending action on Buyer’s request for such re-calibration or validation or proving of the equipment or the final result of such calibration, validation or proving; however, Buyer or Sellers may lodge claim for refunds or adjustments, if any, depending upon the final results of such calibration, re-calibration, validation or proving within a period of seven (7) days of such calibration, re-calibration, validation or proving. Such claim, if found correct by Buyer or Sellers shall be adjusted against the subsequent invoice(s) of supply of Gas. The cost of such

special test shall be borne by Sellers if the percentage of inaccuracy is found to be beyond $\pm 1\%$, but the cost of such special test shall be borne by Buyer if the percentage of inaccuracy is no greater than $\pm 1\%$.

- 2.4 If on joint calibration / validation / proving the Measurement Equipment registers a variation of more than $\pm 1\%$ or if the meter is out of service or fails, stops or breaks down, the following procedure in order of priority, whichever is feasible for arriving at the computation of Gas during the period between the last calibration / validation / proving, failure, stoppage or breakdown and present one shall be followed:
- (a) by correcting the error if the percentage of error is ascertainable by a calibration / validation / proving, test or mathematical calculation; or
 - (b) by estimating the quantity of Gas delivered by comparison with deliveries during a period under similar conditions when the meter was registering accurately.
- 2.5 The period to which the above corrections shall apply shall be as under:
- (a) if any period during which the meter is out of service or fails, stops or breaks down is known or agreed upon, that shall be the period to which the correction shall be applied; or
 - (b) if the period is not known, the correction shall be made for a period equal to half of the time elapsed since the date of the preceding calibration / validation / proving test not exceeding a correction period of sixteen (16) days.
- 2.6 In any case, if at the time of calibration / validation / proving, the meter error exceeds 0.5% the applicable meter shall be recalibrated.
- 2.7 The Measurement Equipment shall be calibrated or validated by Sellers in accordance with standard industry procedure.

EXHIBIT 5
FORM OF LETTER OF CREDIT

To: **[Seller]**
[Address]

[Date]

Irrevocable Revolving Standby Letter of Credit no. []

At the request of _____, <address> (“**Applicant**”), we, _____, <address> (“**Issuing Bank**”) issue this irrevocable, revolving, standby Letter of Credit (“**Letter of Credit**”) in favour of _____, <address> (the “**Beneficiary**”) for [●] (the “**Face Value**”) (and such additional value as provided herein) covering amounts owed to the Beneficiary under the Agreement or for which the Beneficiary otherwise has the rights under this Letter of Credit to draw down amounts, all on the following terms and conditions:

1. Definitions in this Letter of Credit:

“**Advising Bank**” means the bank whose details are provided by Beneficiary at the time of opening of this Letter of Credit, or any other bank as notified by Beneficiary from time to time, in each case, for the purpose of advising this Letter of Credit to Beneficiary.

“**Agreement**” means the agreement titled “Agreement for Gas Sale and Purchase” dated [●], executed between the Beneficiary (including its successors and permitted assigns), as Sellers and the Applicant (including its successors and permitted assigns), as Buyer, for the sale of Gas by the Beneficiary to the Applicant for use by the Applicant as agreed.

“**Banking Day**” means a day on which commercial banks are open for general commercial business in the city of Mumbai, India.

“**Demand**” means a demand for a payment under this Letter of Credit in the form of the Schedule to this Letter of Credit duly supported by the documents prescribed under Clause 5.2 of this Letter of Credit.

“**Exchange Rate**” means the average (as rounded off to two decimal places) of the TT (Telegraphic Transfer) buying and selling rates of exchange for converting US\$ to INR as quoted by the State Bank of India (“**SBI**”) applicable to the day on which payment against the Demand is made; provided, however, that: (i) if such rate is not available as to any day, the last available Exchange Rate shall be used; and (ii) if SBI releases more than one quote on the applicable day, the first quote of the day shall be used.

“**Expiry Date**” means the date calculated in accordance with Clause 3.1(c) of this Letter of Credit.

“**Initial Exchange Rate**” means INR [●] per US\$.

“**INR**” means Indian Rupees.

“US\$” or “US Dollars” means the lawful currency of the United States of America.

2. Issuing Bank's Agreement

- (a) The Issuing Bank unconditionally and irrevocably undertakes to the Beneficiary that this Letter of Credit shall cover an additional amount above Face Value (as determined below but not to exceed ten percent (10%) of Face Value) in the event of depreciation in the value of INR against US\$ above the Initial Exchange Rate. Such additional amount shall be determined as the amount by which Face Value would increase when multiplied by the applicable Exchange Rate and divided by the Initial Exchange Rate.
- (b) The Beneficiary may request a drawing or drawings under this Letter of Credit by submitting to the Issuing Bank a duly completed Demand. All Demands must be received by the Issuing Bank at its counters at Mumbai, before close of normal banking hours on or before the Expiry Date.
- (c) Subject to the terms of this Letter of Credit, the Beneficiary may request partial and/or multiple drawings under this Letter of Credit by submitting a Demand to the Issuing Bank at its counters in Mumbai in relation to each such drawing.
- (d) Subject to the terms of this Letter of Credit, the Issuing Bank unconditionally and irrevocably undertakes to the Beneficiary that, on the day of receipt by it of a Demand, it will honour the claim without demur and pay to the Beneficiary the amount requested in that Demand.
- (e) The Issuing Bank unconditionally and irrevocably undertakes to the Beneficiary that, following any payment pursuant to a Demand, it shall automatically and immediately thereafter reinstate the value of this Letter of Credit by the amount paid in order to restore this Letter of Credit to the Face Value. The Issuing Bank shall notify the Beneficiary immediately after any reinstatement of this Letter of Credit to the Face Value.
- (f) The Issuing Bank unconditionally and irrevocably undertakes to the Beneficiary that, following any Demand for payment by the Beneficiary, it will calculate and shall pay interest on the total Demand amount as demanded by the Beneficiary at a rate per annum equal to the State Bank of India Base Rate (SBIBR) plus six and a quarter (6.25) percentage points for each day from and including the day on which such sum became due and payable under the Agreement as notified by the Beneficiary, up to the day on which payment is made by the Issuing Bank under this Letter of Credit.

- (g) This Letter of Credit shall not be discharged by any change in the Issuing Bank's constitution, constitution of Beneficiary or that of the Applicant or change in applicable Indian laws.
- (h) Opening, renewal, reinstatement, amendment, negotiation, and any other charges, if any, related to this Letter of Credit levied by the Issuing Bank shall be paid by the Applicant. Failure of the Applicant to make such payments shall not affect the Issuing Bank's obligations under this Letter of Credit and the Beneficiary shall be paid the money due to it under this Letter of Credit without any deduction.
- (i) The Issuing Bank unconditionally and irrevocably undertakes to the Beneficiary that, if at least thirty (30) days prior to expiry of this Letter of Credit, Applicant fails to replace or renew such Letter of Credit with another letter of credit then, Beneficiary shall be entitled to draw down the full value of this Letter of Credit as security for payment of amounts payable by the Applicant.
- (j) The Issuing Bank shall allow Beneficiary to assign this Letter of Credit for the benefit of Beneficiary's lenders or Beneficiary's successors and permitted assigns.
- (k) The Issuing Bank undertakes not to amend any of the terms and conditions of this Letter of Credit without prior consent of Beneficiary during the validity of this Letter of Credit.
- (l) The Issuing Bank shall forward and submit this Letter of Credit to the Advising Bank for advising of this Letter of Credit to Beneficiary.

3. Term, Extension and Expiry

3.1 Term

- (a) This Letter of Credit is issued on the date above with an initial term of twelve (12) months.
- (b) The Issuing Bank shall renew this Letter of Credit no later than thirty (30) days before the expiry of this Letter of Credit for a further period of twelve (12) months or in the event of no further extension of the Agreement, for a further period of 90 days from the End Date.
- (c) This Letter of Credit shall terminate on the date notified by the Beneficiary in writing to the Issuing Bank, giving not less than five (5) Banking Days' notice of such termination.

3.2 Expiry

- (a) Without prejudice to Clause 3.2(b) of this Letter of Credit, the Issuing Bank will be released from its obligations under this Letter of Credit at the close of business on the Expiry Date as per Clause 3.1(c) of this Letter of Credit.
- (b) On expiry of this Letter of Credit the obligations of the Issuing Bank under this Letter of Credit will cease with no further liability on the part of the

Issuing Bank except for any Demand validly presented under this Letter of Credit that remains unpaid. If a Demand has been received by the Issuing Bank not later than the Expiry Date, the Issuing Bank's obligation to pay hereunder shall be deemed accrued notwithstanding that the due date for payment may fall after the Expiry Date.

- (c) When the Issuing Bank is no longer under any further obligations under this Letter of Credit, the Beneficiary shall return the original of this Letter of Credit to the Issuing Bank.

4. Payments

- (a) All payments denominated in US\$ under this Letter of Credit shall be paid in INR by converting the amount due at the Exchange Rate or in US\$ on request of the Beneficiary.
- (b) All payments under this Letter of Credit shall be made for full value in immediately available funds (without any set-off, withholding or deduction) and shall be made on the day of receipt of a Demand to the account of the Beneficiary as set out in the Demand through RTGS or Telegraphic Transfer.

5. Delivery of Demand and Supporting Documents

5.1 Delivery

- (a) Each Demand must be in writing, and may be given in person, by post, fax or by electronic communication and must be received by the Issuing Bank at its address as follows:

[Insert Details]

- (b) For the purposes of this Letter of Credit, electronic communication with electronic signature shall be treated as a communication that has been validly given in writing.

5.2 Supporting Documents

Each Demand shall be duly supported by a copy of invoice and / or debit notes under the Agreement against which the payment is claimed, except in case of Clause 2(i) of this Letter of Credit where only the Form Of Demand as set out in the Schedule to this Letter of Credit shall be submitted.

6. UCP

Except to the extent it is inconsistent with the express terms of this Letter of Credit, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600.

7. Governing Law

This Letter of Credit shall be governed by and construed in accordance with the laws of India.

8. Jurisdiction

The courts and tribunals at Mumbai shall have exclusive jurisdiction over the subject matter of this Letter of Credit.

Yours faithfully

[Issuing Bank]

By:

**SCHEDULE
FORM OF DEMAND**

[Date]

To: [Bank]

Regarding: Irrevocable, Revolving, Standby Letter of Credit No. [] issued in favour of _____ (“Letter of Credit”)

Dear Sirs:

We refer to the above-mentioned Letter of Credit. Terms defined in the Letter of Credit have the same meaning when used in this Demand.

1. We certify that the sum of **Rs. [●]** is due under the Agreement as of [DATE] against invoice no..... dated and/or debit note no..... dated..... We therefore demand payment of the sum of Rs [●] plus interest as provided in the Letter of Credit.

Alternative:

We certify that the sum of **Rs. [●]** may be drawn down under the Agreement. We therefore demand payment of the sum of Rs. [●].

2. All documents prescribed under Clause 5.2 of the Letter of Credit are enclosed herewith.
3. The applicable exchange rate for this Demand is the Exchange Rate as defined in the Letter of Credit.
4. Payment should be made to the following account:
Name:
Account Number:
Bank:
5. The date of this Demand is not later than the Expiry Date.

Yours faithfully

(Authorised Signatory)

For

[BENEFICIARY].