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**Tender**

**for**

**Identification & Procurement of Demulsifier on Rate  
Contract Basis**

[Block: CB-ONN-2000/1, Ahmedabad in Gujarat, India]

**Tender: GEL/Demulsifier-AD/2026-27/626**

**N(Procure): Tender Id: 315081**

**GUJARAT ENERGY LIMITED**

Gujarat Energy Bhavan, 5<sup>th</sup> Floor, Behind Udyog Bhavan, Sector-11,  
Gandhinagar - 382 010, Gujarat, India  
Phone No: +91-79-66701002/66701505/1506  
Fax No: +91-79-2323 6375

**June 2026**

**Bid Issue date : 17.06.2026**  
**Bid closing date : 07.07.2026 (16:00 hrs IST)**



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**DISCLAIMER**

1. All information contained in this Tender Document and all annexures, appendix, schedules, forms thereof (the “**Tender Document**”), or which information is subsequently provided, by or on behalf of Gujarat Energy Limited (the “**Company**” or “**GEL**”) is being provided to the Bidder(s) for the purpose of inviting Bids and does not constitute nor should be interpreted as an offer.
2. This Tender Document is meant to provide information only and is issued upon an express understanding and agreement that the Bidders will use it only for the purpose of preparing and submitting the Bid and for the purpose necessarily associated herewith and for no other purpose whatsoever.
3. The purpose of this Tender Document is to provide the Bidders with basic and preliminary information to assist them in the preparation of their Bids for provision of **Identification & Procurement of Demulsifier on Rate Contract Basis for CB-ONN-2000/1 Block** along with required materials/equipments/Tangibles/Consumables for CB-ONN-2000/1 Block located in Ahmedabas, Gujarat and for no other purpose, and is not intended to form the basis of any decision on part of the Bidder(s) to proceed with the Bid.
4. The Company makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Tender Document. Each Bidder must conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information and obtain independent advice in relation to the same from appropriate sources.
5. While this Tender Document has been prepared in good faith, neither the Company nor its consultants, officers or employees make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Nothing in this Tender Document shall be construed as legal, financial or tax advice. Any liability is accordingly expressly disclaimed by the Company, its consultants, partners, Affiliates, their respective officers, agents and employees even if any loss or damage is caused by any act or omission on the part of the Company, its consultants, partners, Affiliates, their respective officers, agents or employees, whether negligent or otherwise.
6. By acceptance of this Tender Document, the Bidders agree that information contained herein supersedes document(s) or earlier information, if any, in relation to the Scope of Work. This Tender Document and any information herewith will be superseded by any later written information on the same subject made available to the recipient by or on behalf of the Company.
7. Each Bidder agrees, understands and accepts that the information contained in this Tender Document is subject to change without notice. Further, in no event, may it be assumed that there shall be no deviation or change in any of the information mentioned herein. The Company, at its own discretion, without any obligation to do so, may, update, amend or supplement any information contained in this Tender Document, including the evaluation methodology, at any time prior to the submission of the Bids.
8. Each Bidder unconditionally agrees, understands and accepts that the Company reserves the right to accept or reject any or all Bids without giving any reason. Neither the Company nor its employees or advisers shall entertain any claim of any nature, whatsoever, including without limitation, any claim seeking expenses in relation to the preparation of Bids.
9. This Tender Document has not been filed, registered or approved in any jurisdiction. Recipients of this Tender Document resident in jurisdictions outside India should inform themselves of and observe any applicable legal requirements.
10. Each prospective Bidder must conduct its own analysis of the information contained in this Tender Document, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed opportunity, the regulatory regime which applies thereto and all matters pertinent to the proposed opportunity and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed opportunity.



11. The Company reserves the right at any time to alter, amend, modify, cancel and recall the Tender Document or any part of it. The Bidders shall be required to submit the Bid in relation to this Tender Document as so amended.
12. The Company is not bound to accept any or all the offers. The Company reserves the right to reject any or all the offers without assigning any reason. The Company further reserves the right to negotiate with any or all Bidders in relation to their offers. No Bidder shall have any cause of action or claim against the Company or its officers, employees, consultants, agents, successors or assignees for rejection of its offer.
13. All Bids, including any and all supporting documents submitted therewith, pursuant to this Tender Document, once submitted, shall become the property of the Company. Provided however, any intellectual property rights existing in the information contained in such Bid will remain the property of the Bidder (or other persons, as appropriate) submitting that Bid. Provided further that the Bidder shall have deemed to have licensed and authorised the Company, its officers, employees, advisers, consultants and agents to copy, adapt, disclose or to use, as the Company may deem fit, all information and material contained in the Bid for the purposes of the Bid process including, without limitation, evaluation of the Bids. For abundant caution it is hereby expressly clarified that the Company and/or its employees, officers, consultants, advisers or other representative may make such copies of the Bids as they, in their sole discretion, may require.
14. Any extension of time to be granted to any Bidder for submission of its Bid shall be at the sole discretion of the Company. Each Bidder should satisfy itself that the Tender Documents are complete in all respects. In the event that the Tender Document or any part thereof is mutilated or missing, the Bidder shall notify the Company immediately at the following address:

**Sr. VP (C&P/E&C/M&L)/AGM (C&P)**  
**5<sup>th</sup> Floor, South Wing, Gujarat Energy Bhavan,**  
**Behind Udyog Bhavan, Sector-11,**  
**Gandhinagar - 382 010, Gujarat, India**  
**Phone No: +91-79-6070 1505/1506**  
**Fax No: +91-79-2323 6375**

In the event such written notice is not received at the aforementioned office within 3 days from the date of issue of the Tender Documents to the Bidder, the Tender Documents received by the Bidder shall be deemed to be complete in all respects.

15. The laws of India are applicable to this Tender Document and Courts in [Gandhinagar, Gujarat, India] shall have exclusive jurisdiction in relation to any disputes arising from this Tender Document.
16. Each interested person's acceptance of delivery of this Tender Document constitutes its agreement to, and acceptance of, the terms set forth in this Tender Document.



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**SECTION – I: INVITATION TO BIDDERS****Gujarat Energy Limited**

Gujarat Energy Bhavan, 3<sup>rd</sup> Floor, Behind Udyog Bhavan, Sector-11, Gandhinagar - 382 010,  
Gujarat, India

**REQUEST FOR QUOTATION (“TENDER DOCUMENT” or “BID”)**

**Gujarat Energy Limited** (hereinafter referred to as “GEL as an Operator in onshore Block: **CB-ONN-2000/1 Ahmedabad**, in Gujarat, under the Production Sharing Contract (PSC) with the Government of India. GEL respectfully solicits your Bid for **Identification & Procurement of Demulsifier on Rate Contract basis** to support production operations in the said Block.

GEL is desirous of engaging the Supplier/Contractor for tendered services/supply for the said Block through this RFQ/Inquiry. Outlined hereinafter, is a comprehensive Bid package that you are requested to go through carefully. Your bid must be in compliance with the requirements, specifications, and other applicable attachments, including GEL’s terms and conditions.

Evaluation of Bids for awarding the Rate Contract, while weighting price substantially, will be based on the most advantageous offer reflecting a combination of price, quality of equipment, acceptable delivery, warranty, and a commitment to ensure on-time services/delivery.

GEL reserves the right to reject or accept, in whole or in part, any Bid, waive formalities in the bidding process, or to negotiate Rate Contract terms with any individual firm when such is deemed by GEL to be in its best interest. GEL will be under no obligations to provide reasons for accepting or rejecting a Bid.

The Bidders Response Acknowledgment Form (as indicated in **Attachment-1**) must be completed and returned via facsimile transmission / Scanned copy within two (2) working days of receipt of Bid package. This is to alert GEL about the total number of expected responses, and to ensure that Bidders received the Bid package. If a Bidder does not intend to submit a Bid he should so state in the Bidders Response Acknowledgment (see **attachment-1**).

**Tender Fee: No Tender Fee.**

Bidders are required to furnish **Bid Bond** for an amount of Indian **Rs. 13,000/-** (Rupees Thirteen Thousand only) (for India Bidders). Bid Bond is required to be furnished in as per attached format, **Attachment 4**. The bid Bond shall be returned to all bidders within one month after completion of the tendering process. If a Bidder does not intend to submit a Bid he should state in the Bidders Response Acknowledgment (see attachment-1).

Non-compliance with the bidding instructions, except as permitted by the Bid and/or late arrival of your Bid shall result in your Bid not being considered.

Sincerely Yours,

**for Gujarat Energy Limited**

Sd/-

**Mr. Amitabh Ranjan - Sr. VP (C&P/E&C/M&L)**



## **SECTION II**

### **INSTRUCTIONS TO THE BIDDERS**

#### **1.1 General Instructions**

- 1.1.1 Company retains the right to modify the terms of the Tender/RFQ/Inquiry or any of the sections/attachments/formats at any time, which shall be intimated to the bidders before the bid closing date.
- 1.1.2 Bidders must review the Technical Specifications, Scope Document and ensure that the materials / Supplies/Services being offered are as per specifications prescribed in this document.
- 1.1.3 Bidder must review the Document before providing details on the Commercial Part as specified in this Tender/RFQ/Inquiry document. Bidders shall be deemed to have understood and taken into account all the terms and conditions prescribed in the Purchase Order.
- 1.1.4 Bids from agent / agent's representatives or trading/service companies will not be accepted, unless backed by valid Letter of Authorization from a Manufacturer/Mill/Service provider including the delivery / mobilization schedule.
- 1.1.5 Bids submitted by fax will summarily be rejected. Responsibility for the timely submission of the Bid on the portal of (n) procure before the Bid Due Date rests solely with the Bidder. Bidders are encouraged to submit the Bid early. Company will open Bids online only after the Bid Due Date.
- 1.1.6 Once a Bid is submitted no changes will be permitted to be made by the Bidder except in relation to clarifications sought by Company on the Bid.
- 1.1.7 Bidders should indicate in their proposal the legal entity which will be executing the Contract, to whom the Contract is to be placed. The Bid shall be duly signed by the Executive Officer / or the Authorized Representative of the Bidder's Organization/Company.

#### **1.2 Specific Instructions**

- 1.2.1 The Bidders Response Acknowledgment Form (as indicated in **Attachment -1** must be completed and returned via facsimile transmission within two (2) working days of receipt of Bid package. This is to alert Company about the total number of expected responses.
- 1.2.2 Bidders will submit the Bid form in its entirety and no alterations will be made to the form or the wording therein. The Bid form will be signed by a duly Authorized Officer or Representative of the company/organization.
- 1.2.3 Bidders must seek any clarifications with respect to the Tender/RFQ/Inquiry document within two days of Tender/RFQ/Inquiry issue date.
- 1.2.4 The proposal must be filled in completely and all pricing shown as required. It shall be inclusive of the cost of all associated aspects of the supply/services including but not limited to Testing, Factory Testing, Inspections, Painting, Packing, Marking, Tagging, Documentation, Drawings, Data, Data-sheets, Certification, Manuals, Instructions, Preservation and Protection Materials, or as called for in the Technical specification and Scope document etc.

#### **1.3 Submitting of Bids**

- 1.3.1 Bids shall be submitted on (n)Procure portal as per terms and conditions of this tender document.
  - Bidder is required to submit all documents for their qualification of BEC mentioned in this tender document (Attachment - 6) and upload the same along with bid on (n)Procure portal.
- 1.3.2 A two-bid system shall be followed, i.e.,
  - 1. "Technical Unpriced Bid" and**
  - 2. "Commercial Price Bid".**

The bids has to be submitted online on (n)Procure portal as per clause-2.3.1 of 'Instructions to Bidders'. **It is to be noted by the bidder that GEL shall accept bids through (n)Procure portal only. No physical bid shall be accepted.**

**SUBMITTING OF BIDS MUST BE ONLY ONLINE THROUGH ONLINE THROUGH THE PORTAL OF - (n) CODE SOLUTIONS, A Division of Gujarat Narmada Valley Fertilizer Company Ltd.**  
**Email: [marketing@ncodesolutions.com](mailto:marketing@ncodesolutions.com)**



Web: <https://www.tender.nprocure.com> (TO BE OPENED IN "IEXPLORE.EXE" ONLY)

You may also contact Representative of: (n) Code Solutions: Toll Free No.7359 021 663, 7359 023 1663 for any assistance for online submission of the Bid.

Contact details: (Grievances), Email: [nprocure@ncode.in](mailto:nprocure@ncode.in)

**NOTE: BIDDERS WHO ARE NOT REGISTERED WITH (N) CODE SOLUTIONS MUST IMMEDIATELY VISIT THEIR WEBSITE: <https://www.nprocure.com> (to be opened in "iexplore.exe" only) AND UNDERSTAND THE PROCESS & TIME REQUIRED TO REGISTER AND IMMEDIATELY PROCEED TO REGISTER TO ENABLE THEM TO TIMELY SUBMIT THEIR BIDS.**

**BIDS SUBMITTED ONLINE ON THE PORTAL OF (N) CODE SOLUTIONS SHALL ONLY BE CONSIDERED.**

Only Bid Bond, Demand Draft, Bank Guarantee, Authorization letter can be submitted in sealed envelopes in original on or before the due date.

### 1.3.3 Submission of Bid Bond:

- Bidder can exercise an option to submit the Bid Bond to GSPC's account by RTGS as per details in Attachment-6 Bid Evaluation Criteria attached hereto:

Account Name	GEL LTD CB-ONN 2000/1 AHMEDABAD JV ACCOUNT
Account Number	57500001061291
IFSC code	HDFC0000006
Account Type	Current
Name of the Bank	HDFC Bank

- Bank charges or any other charges if any shall be payable and borne by Bidder only.
- Bidder to submit Bid Bond and the details of the transactions to be submitted by mail to Emails ID: [durgadatta@gujenergy.com](mailto:durgadatta@gujenergy.com) [manoj@gujenergy.com](mailto:manoj@gujenergy.com) and copy to [alpeshshah@gujenergy.com](mailto:alpeshshah@gujenergy.com) Bidder is also required to upload the copies of transactions on (n)Procure portal while submitting their technical bids.

**OR**

- If bidder opt for submitting Bid Bond by mode of Demand Draft / Bid Bond Bank Guarantee format then physical original of the same to be couriered to the GSPC office address as mentioned in Annexure-I, before the due date & time and the copies of same with details are also required to be uploaded in the Technical Bid, on the (n)Procure portal. Bidder is required to inform through email about the details of Bid Bond.
- If a Bidder does not intend to submit a Bid, he should so state in the Bidders Response Acknowledgment **(see attachment-1)**. The Bid Bond, without prejudice to any other available remedies, shall be forfeited if:
  - a) The Bid is revoked during its validity period or;
  - b) The prices are changed unilaterally by the Bidder after the Bid opening and during validity of the Bid or,
  - c) The Bidder do not follow the instruction given in this tender document or,
  - d) GSPC accepts the Bidder's Bid and the Bidder refuses to accept the Work Order / Letter of Award (LOA) or fails to enter into the Contract after the Work Order / LOA is issued to such Bidder or,
  - e) The successful Bidder fails to submit Performance Bank Guarantee within the specified period in accordance with the format provided in the Tender/RFQ/Inquiry document; or



- f) Seeks Variation or modification to the agreed terms and conditions or,
- g) Tries to influence GSPC on bid evaluation, bid comparison or decision to award the contract.

- 1.3.4 The “Technical Un-priced Bid” of the Bidder will be opened and evaluated first. If the offer is technically acceptable; has provisions or acceptable alternatives to the requirements specified in the Tender; and conforms to other non-commercial requirement as may be decided by Company, then the “Commercial Priced Bid” will be opened and evaluated further.
- 1.3.5 In the “Technical Unpriced Bid”, all the technical attachments should be submitted which would include compliance with Technical Specifications and all Price information should be left blank. The Commercial part should be a comprehensive package, which should include all Price information.
- 1.3.6 Any exceptions/deviations, including those pertaining to Clauses affecting prices must be clearly stated and in the format provided in “Attachment-3” and in no other format. In the event no exceptions/deviations are made/taken, Bidders must stamp and sign the Compliance Statement. The “Attachemnt-3” should be accordingly filled, signed and stamped and uploaded in the “Technical Unpriced Bid”.

#### 1.4 **Bid Validity Period**

The Bidders quotation shall be valid for acceptance for a period of 180 (One Hundred and Eighty) days from the Bid Due Date. The Company however reserves the right to seek such extensions of the validity period as may be required subject to a period of three months. In the event of extension of the validity period of the Bidders quotation, all other terms and conditions including the provisions relating to Bank Guarantee shall also continue to be valid for the period of such extension and the Bidder shall duly make efforts to ensure that this is complied with and shall bear any costs in this regard. Further in the event of negotiations or discussions, the quotation should automatically be extended until the earlier of 30 days or when the negotiations are completed and the Purchase/Service Order/Contract is signed This shall be an important criteria for qualification and bids not meeting with this requirement may be summarily rejected.

#### 1.5 **Commercial Proposal Requirements.**

- 1.5.1 Prices quoted shall be in Indian Rupees.
- 1.5.2 **Prices should be quoted online on the portal of (n) procure only** in Price Bid conforming to the format provided therein. Refer **Attachment: 6: Bid Evaluation Criteria** (Commercial Bid Evaluation Criteria). Prices quoted in the bid shall be firm and binding for the supply/services requested by the Company during the currency of the Purchase Order/Contract and any extension thereto. No price escalation shall be allowed on whatsoever grounds.
- 1.5.3 **Performance Bank Guarantee:** The successful bidder shall furnish to GEL a Performance Bank Guarantee of 10% of Annual Contract Value (including GST), within 21 days of issue of the Contract in the format (Attachment: 2) provided in the tender from a scheduled Nationalized Bank in India or any of the private sector Banks listed in the **Attachment-5**. Such guarantee shall not be acceptable from a mere shell / investment company of such joint venture partner/collaborator. Performance Bank Guarantee shall be valid till 15 months beyond the Contract period, which will cover the warranty / defect liability period. This PBG shall be extended further as per the extension of the Rate Contract if any.
- 1.5.4 If the successful Bidder fails in its performance or withdraws from its Quote/Offer/Purchase/Service Order after its acceptance or signing of the Contract/Purchase/Service Order, then in such an event, without prejudice to Company’s other rights under the Contract/Purchase/Service Order or at law, it shall have a right to forfeit the Performance Bank Guarantee. If the successful bidder does not submit the Performance Bank Guarantee as stipulated above, GEL reserves the right to cancel the award of Contract/Purchase/Service Order. The successful Bidder, by furnishing the Performance Guarantee, shall guarantee the performance of the Contract/Purchase/Service Order throughout its currency and extension thereto and shall also guarantee that the supply/services so provided under the Contract/Purchase/Service Order shall be in strict conformity with the specification and scope of Supply/work.



- 1.5.5 Bidders are required to submit the price as per the format of **Section IV Rate Schedule**. Whether separately stated or not, the rates & prices shall be inclusive of all associated costs for performance of the supply/services.
- 1.5.6 The bidders shall also furnish the realistic mobilization / delivery schedule for all the supply/services offered as per this Tender/RFQ/Inquiry document. Since time is of essence, the furnished mobilization / delivery schedules in line with the quoted prices shall form the basis of evaluation of the proposals.
- 1.5.7 Price in Words & Figures: In case of any discrepancy between words and figures, the prices in words shall prevail.
- 1.5.8 The bidders are required to quote as per the specifications and models requested in the tender/RFQ/Inquiry.

**NOTE:**

- 1. SCHEDULE OF RATES: THE BIDDER SHALL HAVE TO SUBMIT SCHEDULE OF RATES, FOR EACH LINE ITEM OF THE SCOPE OF SUPPLY PART, ONLINE ON THE PORTAL OF (N) PROCURE ONLY.**

**1.6 Technical Proposal Requirements.**

- 1.6.1 The Bidder must adhere to the Technical Specification requirements as mentioned in the Tender and state the same in the “Technical Unpriced Bid”. Bidders to direct all their technical clarifications/requests, if any, at the email id [durgadatta@gujenergy.com](mailto:durgadatta@gujenergy.com) and copy to [alpeshshah@gujenergy.com](mailto:alpeshshah@gujenergy.com); within two days of issue date of Tender/RFQ/Inquiry.

The Bidder shall submit in the Technical Bid – all the information / documents to support the evaluation criteria as specified in **Attachment: 6: Bid Evaluation Criteria** (Bidder’s Eligibility Criteria and Technical Bid Evaluation Criteria)

The Bidder shall confirm in its Bid proposal that it has sufficient experience and resources for satisfactory completion of supply/services as per the Scope of supply, and that it will commit the resources needed to carry out the supply in a timely, work-man like and professional manner. The Bidder is to satisfy Company regarding the Bidder’s capabilities and experience by submitting the documents, certificates, supply records etc as defined in the Scope of supply/work, and as required under any clause in particular.

The Bidder shall indicate the manner in which it plans to monitor, co-ordinate, control cost and schedule performance of the supply/services.

The location and description of Bidder’s facilities / base from where the Bidder plans to coordinate supply/service must be indicated and should be available for inspection by Company.

The Bidder shall ensure compliance with Company’s insurance and Bank Guarantee requirements as provided in this Tender/RFQ/inquiry and proposed Contract/Purchase Order.

**1.7 Inspection**

- 1.7.1 Criteria for inspection - Conformance with Specifications and test reports.
- 1.7.2 All Equipment’s/Materials to be provided / supplied under the Contract will undergo, but not be limited to witness testing, visual inspection (100%) and dimensions (100%), review of all test certificates etc. The cost of such tests shall be to the Bidder’s account.
- 1.7.3 It shall be the Bidder’s responsibility to correct any deviations from specifications found by inspection prior to shipment/mobilization. If the deviations / damage is found upon receipt of the services / supply at site, the same should be replaced at no cost to GEL at the risk and cost of the Supplier/Contractor.

**1.8 Deadline for Submission of Bids**

- 1.8.1 Envelope super scribed with **Annexure -1 Cut-Out Slip for Bid Bond** must be received by the Company at the address specified therein not later than the prescribed due date and time in the Invitation letter & RFQ document.

\* **Technical bid and Commercial bid** to be uploaded in the entirety on (N) PROCURE portal before due date & time. **(No physical documents to be submitted)**

- 1.8.2 The Company may at its discretion extend the deadline for the submission of Bids by amending the bidding documents in which case all rights and obligations of the Company & bidders previously subject to the deadline will thereafter be subject to the deadline as extended.



## **1.9 Payment Terms**

Compensation to the Bidder shall be made as per the prices quoted and in accordance with terms of the payments as may be finalized with Bidder and stipulated in the Contract/Purchase/Service Order. GEL shall make the payment within one (1) month after submitting certified undisputed invoices and as per terms of payment for acceptable Supplies/Services/quantity.

## **1.10 Taxes and Duties and Approvals.**

1.10.1 The Bidders shall quote their prices inclusive of any or all taxes and duties that are applicable including insurance. Prices shall reflect mobilization/delivery inclusive of all applicable fiscal charges including but not limited to taxes, fees, duties, cess, licenses, personal income tax, corporate tax and all other applicable taxes, except Goods & Service Tax which shall be paid extra as applicable at the prevailing rate.

1.10.2 [Applicable only to Imports/indigenous] Notification No. 3/2017 Integrated Tax (Rates) dated 28 June 2017 (S. No. 359 of Table- List 13) issued by the Government of India, grants to GEL, concessional IGST in relation to machinery, plant, equipment, materials and supplies, imported / indigenous for use solely and exclusively on matters (inter alia) related to its petroleum operations. Seller agrees to co-operate and to provide all assistance to GEL to obtain any concession / exemption to which GEL and/or Seller is/are entitled to, in accordance with such notification as amended from time to time.

## **1.11 Change Orders**

Company shall have the right to make any changes, including additions to or deletions from the quantities originally ordered.

Company will issue written orders to Bidder for any changes or extra supply/work, except in the event of an emergency which in the opinion of Company requires immediate attention, Company will be entitled to issue oral orders to the Bidder for any supply/work required by reason of such emergency. Company shall ensure that such oral orders shall be followed up with written communication.

## **1.12 Delivery Time**

Time is of essence of the Contract/Purchase Order and Supplier shall supply / provide the services / goods in accordance with the mobilization/delivery schedule. In the event it becomes apparent that the mobilization/delivery date cannot be met, the Bidder shall, at its own cost, take all necessary steps to expedite the process, failing which the provisions of Liquidated damage as specified in the Contract/Purchase Order shall be applicable. The Bidder should clearly specify the mobilization / delivery date with reference to Contract/Purchase Order.

## **1.13 Right to accept or reject Bids**

1.13.1 GEL may, at its discretion, reject any Bid or all Bids received or may accept any Bid or part bid which, in GEL's sole judgment, is the most advantageous to GEL.

1.13.2 GEL reserves the right to **split the award** or to enter into a Contract for the Scope of supply/work indicated in the Tender/RFQ/Inquiry to two (2) or more Bidders to get maximum advantage to GEL. The bidders' price will be firm during the execution of Purchase/Service Order / Contract period and any extension thereto. The bidders are required to confirm the acceptance to this in their offer failing which the bid may be rejected.

## **1.14 Signing of Contract**

The successful Bidder shall be required to sign all the pages of the Tender/RFQ/Inquiry, Contract/Purchase/Service Order, Terms and conditions (all together will constitute Contract) within 7 days of the issuance of Contract/Purchase/Service Order.

GEL reserves the right to enter into a Contract for all or part of the tendered quantity to get the material as per the proposed testing/production schedule of the Company.

## **1.15 PROJECT INFORMATION**

Gujarat State of Petroleum Corp Ltd (GELL) is operator in PSC block namely **CB-ONN-2000/1 (Ahmedabad)** and intends to procure the tendered supply/service items to support Block's E&P operation.

## **1.16 DRAWING SUBMITTAL REQUIREMENTS**

Wherever required in the Tender/RFQ/Inquiry Document or where necessary to support the Bid, Bidder shall furnish typical outline, assembly, arrangement and sectional drawings and any



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additional drawings, data and documentation necessary for the Bid to be fully evaluated. Bidder shall complete and return all data sheets issued with the Tender/RFQ/Inquiry Document.

**1.17 USE OF ENGLISH LANGUAGE**

All correspondence, documentation and drawings shall be in the English Language.

**1.18 SUPPLY & SERVICES**

All supplies & services provided must meet the requirements of the applicable codes and Technical specifications of the Technical Tender/RFQ/inquiry.

**1.19 Contract and other terms**

GEL and or its representative reserves the right to make any changes, including additions or deletions from the quantities originally ordered or in the specifications of particular material and enter into a Rate Contract for the same.

GEL reserves the right to reject or accept, in whole or in part, any Bid, waive formalities in the bidding process, or to negotiate contract terms with any individual firm when such is deemed by GEL to be in its best interest. GEL will be under no obligations to provide reasons for accepting or rejecting a Bid.

GEL reserves the right to enter into a Contract for all or part of the materials/Supplies/Services as specified in Tender with either one or more than one bidders to get the materials/Supplies/Services as per the proposed exploration & drilling/work-over schedules of the GEL which is most advantageous to GEL.

**1.20 Late Bids**

The Bidder must submit the bids on or before the due date & time of submission of the bid.

Company reserves the right to reject / accept the bid submitted after the deadline for submission of bids prescribed by the company pursuant to Clause 1.8

**1.21** GEL reserves the right to request the successful bidder to defer delivery upto 120 days, the shipment of the goods in any scheduled consignment and shall not be liable for any additional charge on this account.



**SECTION III**  
**FOR CB-ONN-2000/1 AHMEDABAD BLOCK**  
**SCOPE OF SERVICE, SUPPLY, SPECIFICATION**

**Identification and supply of demulsifiers for separation of water from emulsified crude oil produced in the said Block**

**Objective:** To manage the produced emulsified crude oil from GEL operated Fields/Block, chemical treatment is necessary for water separation with the help of suitable Demulsifier.

- In this context GEL intends to enter into a Rate Contract with the bidder who can supply the most suitable and cost advantageous Demulsifier to GEL as per the requirement mentioned in Technical Data Sheet.
- GEL based on the requirement shall issue callouts in the form of Purchase Orders for the identified Demulsifier in line with the Specifications, Rates, Terms and Conditions of the Rate Contract during its validity.
- The Seller will have to supply the identified Demulsifier as per the specifications, quantities & delivery schedules specified in the Purchase Orders.

**Well PK#1 ST Ahmedabad Block**

GEL is the operator of Ingoli field under Ahmedabad (CB-ONN-2000/1) Block situated in Gujarat. Well:PK#1ST under Ingoli Field are oil producers and producing emulsifier crude oil at the rate of 10-12 m<sup>3</sup>/day with water emulsion in the range of 22 – 25 %. Hence Chemical treatment is required to be done to reduce the water % in the produced emulsified fluids. To treat the produced emulsion dosing of suitable demulsifier in adequate proportion is necessary for which, GEL needs to identify and procure the suitable demulsifier.

Hence Chemical treatment is required to be done to reduce the water % in the produced emulsified fluids. To treat the produced emulsion dosing of suitable demulsifier in adequate proportion is necessary for which, GEL needs to identify and procure the suitable demulsifier.

In this context Bidder is required to identify the most suitable demulsifier. Based on it bidder to submit duly filled following Technical Data Sheet of the identified Demulsifier offered along with Technical Bid.

<b><u>Well PK#1ST Ahmedabad Block</u></b> <b><u>TECHNICAL DATA SHEET</u></b>			
Sr. No	Parameters	GEL's Requirement	Details in this Column to be filled by the Bidder
1	Name of Demulsifier		
2	Accurate Sp. Gr. Of Demulsifier @ 15 deg C		
3	Quoted Demulsifier Dose in PPM		
4	Curing Temp	60 °C	
5	Temperature of crude oil at which demulsifier will be dosed	40 °C	
6	Curing Time	2 hours	
7	Water content	<= 1.5%	
8	Status of demulsifier @ 10 °C	Free flowing liquid	
	<b>The bidder to confirm following:</b>		
9	a) Physical State: Should be free flowing liquid at 10 °C and free from dirt and foreign matter		
	b) Solubility: 2% w/v solution in xylene/toluene (LR grade) should be clear at 20 °C		
	c) The demulsifier sample should not have any irritating effect during handling and should		



	be eco-friendly	
	d) Dosing of Demulsifier should not increase pour point & viscosity of the crude oil	
10	The bidder to submit an Undertaking* along with this sheet	
11	Demulsifier must have ability to reduce water of emulsified crude for combined as well as individual wells containing water cut <b>22-25%</b> to water cut less than or equal to 1.5% at curing temp. 60 °C	
12	The Quantity of demulsifier in litre required for treating 1 CM of emulsified crude	
13	The bidder to submit Two no. of 200 ml Samples in sealed container for testing purpose along with the Technical Bid. The sample container shall bear the name of the Bidder, Supply item name, Qty, RFQ/inquiry No.	
14	Packing must be in new MS standard drums in packed condition (of capacity 200-205 L).	
15	MSDS as per standards will be submitted along with the demulsifier at the time of supply	
16	Delivery period required for supply of the demulsifier at GEL warehouse.	
17	Total Shelf Life of demulsifier from the date of manufacture	
18	Manufacturing and Expiry date of the demulsifier will be mentioned at the time of supply	
19	The bidder to confirm demulsifier supplied shall have minimum one year of shelf life for its use at the time of each delivery	
<p><b>*UNDERTAKING:</b> By dosing demulsifier supplied by us will not increase the organic chloride in Naptha of crude of that particular field by greater than 1 PPM as tested by ASTM D-4929A method. Further if at any stage, it is found increase in organic chloride in naptha of crude of that particular field is greater than 1 PPM by dosing the demulsifier then we shall replace the material by the material of required standard at our own cost and risk. The result of laboratory tested by GEL recognized lab will be final and acceptable to us.</p>		

Name of the Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

**Note:**

**The Bidder is required to depute** its representative to collect the Crude Oil samples along with crude analysis report from GEL Gandhinagar Head office/Directly from Site to enable them to offer best suitable demulsifier. The Bidder may contact at the following address prior to collecting the crude oil sample.

Gujarat Energy Limited

5<sup>th</sup> Floor, Gujarat Energy Bhavan, Sector – 11, Gandhinagar – 382015, Gujarat, India

Land Line No: 079-66701507/1525

**Site Address:**

Block	Site Address
Ahmedabad Block	<b>PK#1 ST</b> Village: Ingoki , Taluka – Dholka, Dist: Ahmedabad, State: Gujarat

**The sample / additional information required may please be collected from the above address on or before \_\_\_\_\_ during the office hours.**

**EVALUATION CRITERIA**

- First the Technical Bid will be opened & evaluated; To technically qualify the bidders must submit all the requirements of technical bid as mentioned in the Instructions to the bidder.
- Thereafter the sample of Demulsifier submitted by the bidder will be further tested with the crude produced from well: PK#1ST at the GEL recognized lab preferably in the presence of respective representative of bidder.
- The result of the laboratory tests by GEL recognized lab will be final.



## Price Schedule

### For Supply of Demulsifier for PK#1 ST (Ahmedabad Block)

Sr. No.	Description of Supply Item	Demulsifier Name	UOM	Unit Rate (IN Rs.)
1	Supply of identified suitable DEMULSIFIER		Per Liter	
	TOTAL EX-WORKS PRICE (* for Indian Bidder)			
	SAC/HSN Code: _____ Add: GST / IGST		___%	
	Add: Freight upto GEL Warehouse			
	Add: Insurance Charges (warehouse to warehouse)			
	<b>TOTAL LANDED PRICE AT GEL WAREHOUSE (* for Indian Bidder)</b>			

The Bidders are required to use the above format only for quoting the price.

#### Notes on Schedule of Rates

- (\*) For Indian Bidders, the prices stated in this Schedule are on F.O.R door delivery to GEL warehouse at Kerala GIDC, Dist. Ahmedabad, Gujarat State, Nevertheless the insurance coverage shall be provided on a warehouse-to-warehouse basis till Company's Base at Kerala GIDC, Dist. Ahmedabad, Gujarat, India  
Delivery Address: GEL Warehouse, Gujarat Energy Limited, Shed # CB-1403 to 1411, Kerala GIDC Industrial Estate, Ahmedabad-382220, Gujarat.
- The prices quoted above for Supply of Demulsifier shall remain fixed and firm throughout the currency of the Contract and any extension thereto. No price escalation, on whatsoever grounds, shall be allowed during the currency of the Contract & any extension thereof.
- GEL shall issue separate Purchase Order(s) at the rates mentioned in the Contract during the currency of the Contract & any extension thereof. The quantities of the required demulsifier shall depend on suitability of the Demulsifier for treatment of emulsified crude.
- No other cost/ rates/ prices / taxes, levies, duties shall be applicable or paid other than the rates mentioned above. GST/IGST as applicable shall be paid extra.



## **SECTION V**

### **Model Contract**

#### **SCHEDULE "A" – MODEL CONTRACT**

- (i) **Gujarat Energy Limited (GEL)** a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Gujarat Energy Bhavan, Sector-11, Gandhinagar – 382010, Gujarat, India as operator of Block namely: **CB-ONN-2000/1 Ahmedabad Block** in Gujarat. (hereinafter referred to as "Company which expression shall include all its legal successors, executors and assignees") on one part,
- and
- (ii) **ABC Limited**, a Company incorporated under the laws of India and having its Registered office at \_\_\_\_\_ (hereinafter referred to as "Contractor which expression shall include all its legal successors, executors and assignees) of the other part.

#### **RECITALS:**

WHEREAS, Company desires to avail services of Supplier/Contractor for " \_\_\_\_\_ " for **CB-ONN-2000/1 Ahmedabad Block**, Gujarat, India as set forth hereinafter; and

AND WHEREAS Company had invited offers from various bidders vide Tender no.: \_\_\_\_\_ dtd \_\_\_\_\_ for \_\_\_\_\_ for **CB-ONN-2000/1 Ahmedabad Block** in Gujarat, India.

AND WHEREAS the Contractor had submitted their Offer vide no. \_\_\_\_\_ dated \_\_\_\_\_ against above referred Tender Documents.

WHEREAS, Contractor is engaged in the same business; and Contractor represents that it has adequate resources, equipment that can perform the work as per the scope of work of this tender for the aforesaid block satisfactorily in the Cambay basin, Gujarat, India and fully trained personnel capable of efficiently executing the work and is ready, willing and able to carryout the work as per the Scope of Work of the Contract for **CB-ONN-2000/1 Ahmedabad Block** at the Company's location to execute the work as defined elsewhere in the Contract. The Contractor has familiarized itself with the working environment and local site conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter provided, the Parties hereby agree as follows:

1. The Contractor agrees to carryout the work at **CB-ONN-2000/1 Ahmedabad Block**, Gujarat, India (fit for purpose as per the scope of work defined elsewhere in the Contract) in accordance with the terms and conditions of this Contract and, in consideration of its due performance and completion of the said work/service, the Company agrees to pay the Contractor according to the rates, terms and conditions herein contained.
2. The Contractor shall, subject to the terms and conditions of this Contract, carry out the activities so as to achieve Completion of the whole purpose of work in accordance with the terms and conditions of the Contract to fulfill the requirement of GEL.
3. The Tender Documents including the Invitation to Bidders, Instructions to Bidders, General Conditions of Contract, Scope of Work, Technical Specifications, Price Schedule, Drawings, Plans, Time Schedule for completion of Services, Letter of Acceptance of Tender, along with its enclosures, annexures, and appendixes, copies of which are hereto annexed form part of this Contract though separately set out herein and are included in the expression "Contract" wherever herein used.
4. The Contract shall be deemed to be effective from the date of issuance of LOA/Work Order/Contract date, whichever is earlier and the same rates, terms and conditions will remain effective till Contract Period, including the extended period of contract.



5. The Contractor shall, subject to the terms and conditions of this Contract, perform the Services so as to achieve Completion of work in accordance with the terms and conditions of the Contract.

In WITNESS WHEREOF, the Parties hereunder have caused this Contract to be executed in duplicate, originals in their respective Corporate names by their respective officers thereunto duly authorized as of the date and year stated above.

*Executed for and on behalf of*

*Executed for and on behalf of*

*Gujarat Energy Limited,*

*ABC Ltd.*

*Name: \_\_\_\_\_*

*Name*

*Title:*

*Title:*

*Date: .....*

*Date: .....*

*Witness:*

*Witness*

*1. \_\_\_\_\_*

*1. \_\_\_\_\_*



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## GENERAL TERMS & CONDITIONS OF RATE CONTRACT (Additional terms and conditions)

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter provided, the parties hereby agree as follows:

### 1.0 DEFINITIONS

In the Contract, including the attached Schedules, unless the context otherwise stipulates, in addition to the words and phrases defined elsewhere in the Contract, the following words and phrases shall have the following meanings:

- 1.1 **"Affiliate"** shall mean with respect to any Person, any other Person directly or indirectly through one or more intermediaries controlling, controlled by, or under common control such Person: Here "Control" means: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person, or (b) the possession, directly or indirectly, of a voting interest of more than 50%. For the purpose of this definition, "subsidiary" and "holding Company" shall have the meaning assigned to it under Companies Act 1956.
- 1.2 **"Applicable Laws"** means all laws, promulgated or brought into force in the whole or in part of territory of India, including regulations and rules made thereunder, including amendments thereof, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Contract.
- 1.3 **"Approve", "Approval", "Approved" and "Directed"** - means the approval or direction in writing by COMPANY Representative or COMPANY persons deputed / authorized by COMPANY for the purpose.
- 1.4 **"OWNER"/ "Company"/ "GEL"** shall mean Gujarat Energy Limited, having its Registered office at Gujarat Energy Bhavan, Behind Udhyog Bhavan, Sector-11, Gandhinagar-382 010, Gujarat, India and includes its successors and assigns.
- 1.5 **"Company Group/GEL Group"** shall mean the Company, its affiliates their contractors, subcontractors and equipment vendors of any tier, its Co-venturers, their personnel, officers, directors, employees and agents but excluding Contractor Group.
- 1.6 **"Company Indemnified Parties"** shall mean all or any of the Company, its Co-venturers, the Government of India, its and their other contractors and sub-contractors, and its and their Affiliates and the employees, servants and agents of any of them.
- 1.7 **"CONTRACTOR" / "Agency" shall mean** \_\_\_\_\_ the person or the persons, firm or company whose bid has been accepted by the Company, having its registered office/head office at \_\_\_\_\_ and includes the CONTRACTOR's legal representatives, his successors and permitted assignees.
- 1.8 **"Contractor Group"** means Contractor, its affiliates, their Contractors, sub-contractors and equipment vendors of any tier, their personnel, officers, directors, employees and agents but excluding Company Group
- 1.9 **"COMPANY Equipment"** shall mean the equipment, appliances, tools, parts and materials referred to in the Contract as being provided by COMPANY as may be applicable.
- 1.10 **"Sub-Contractor"** shall mean any person or firm or company (other than the Contractor) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the Company and includes the legal representatives, Successors and permitted assignees of such person, firm or company.
- 1.11 **"Contract" or "Agreement"** means the Contract entered into between the Company and Contractor for Identification & Procurement of Demulsifier on Rate Contract Basis for CB-ONN-2000/1 Block at the terms and conditions set out herein, along with all the General Conditions of Contract, Annexures, Schedules, Attachments, Appendices and Exhibits including the instructions to the bidders, General Contract Conditions, Specifications, Scope of work, etc as contained in the Tender No.: GEL/Demulsifier-AD01/2026-27/626 along with any amendments agreed and issued subsequently.



- 1.12 **"Contractor's Personnel"** shall mean each individual and the collective group of Contractor's employees, Contractor's sub-contractors, and their respective employees, sub-contractors, licensees, invitees, agents and representatives, who are deputed and/or utilized by Contractor for the performance of the Work under this Contract.
- 1.13 **"Company Representative"** - means the person or persons authorized by the Company, who signs the Contract on behalf of the Company or any other person authorized/nominated by the Company to act on behalf of the Company and / or to perform the duties and shall be empowered to act, monitor and direct the performance of the Work required under this Contract on behalf of Company.
- 1.14 **"Contract Value"** shall mean, for the purpose of calculation of the Bank Guarantee Amount, levy of liquidated damages and for the purpose of indemnities, the estimated value calculated based on amount to be incurred by the Company for the entire duration of the Contract as per the Schedule of Rates (price quoted multiplied by tendered quantities if applicable) and shall also include GST if applicable. It is clarified that the actual amount of payment to the Contractor is likely to differ from the Contract Value calculated as per this definition.
- 1.15 **"Contract Area"** shall mean the PSC block namely, CB-ONN-2000/1 Ahmedabad in Gujarat where GEL is the operator.
- 1.16 **"Contractor Indemnified Parties"** shall mean all or any of the Contractor, the Sub-Contractors, its and their Affiliates and the employees, servants and agents of any of them.
- 1.17 **"Contractor's Equipment"** shall mean all equipment along with auxiliary equipment, tools, spare parts, items of plant, facilities, miscellaneous materials, consumables, and all appliances as specified herein or in LOA which are provided, mobilized for performance of the services under this Contract.
- 1.18 **"Contractor's Personnel"** shall mean each individual and the collective group of Contractor's employees, Contractor's subcontractors, and their respective employees, subcontractors, licensees, invitees, agents and representatives, who are deputed and/or utilized by Contractor for the performance of the Work under this Contract."
- 1.19 **"Co-venturer"** shall mean any company or other legal entity with whom the Company is party to either of a Production Sharing Contract and/or a Joint Operating Agreement and/or associated agreements for the purposes of searching for and extraction of hydrocarbons in the form of oil or gas in the Blocks.
- 1.20 **"Day"** means a calendar day of twenty-four (24) consecutive hours beginning at 00.00 hours (midnight) and ending 24.00 hours (midnight) as referred to local time at the Site.
- 1.21 **"Documents"** means all documents containing information relating to the design, engineering, procurement, fabrication, transportation, construction, installation, testing, commissioning and management of the Work including but not limited to drawings, plans, specifications, reports, calculations and computer tapes, disks and other similar machine-readable items.
- 1.22 **"Government"** shall mean the Government of India or Government of Gujarat State, or any political subdivision or administrative agency thereof, as the case may be, and/or their respective representatives having jurisdiction over the work performed under this Contract.
- 1.23 **"Good Oilfield Industry Practices"** means good industry practices with such degree of diligence and prudence reasonably and ordinarily exercised by experienced parties engaged in a similar activity under similar circumstances and conditions;
- 1.24 **"Intellectual Property Rights"** means patents, utility models, registered designs, trademarks, service marks, applications for any of the foregoing and the right to apply for any of the foregoing, design rights, copyright, ownership of inventions, confidential information and know-how and any similar rights.
- 1.25 **"Parties"** shall mean the Company and the Contractor and Party shall mean either one of them.
- 1.26 **"Performance Bank Guarantee"** means the bank guarantee that is to be furnished by the Contractor from a Bank of repute acceptable to the Company for a value equivalent to 10% of the Annual Contract Value to guarantee performance in accordance with the terms and conditions under the Contract.
- 1.27 **"Personnel"** means the employees or workmen of the Contractor who are deployed by the Contractor or its Sub-contractors, or Agent at Site to perform his obligations under this Contract.



- 1.28 **"Rates or Rate"** shall mean the applicable rates of compensation to be paid to the Contractor for the equipment/services provided/performed hereunder as set forth in the respective **price schedule**.
- 1.29 **Mobilization Notice for Callouts:** GEL authorized representative shall issue mobilization notice to the Contractor's authorized Representative by Telephone, Short Message Service (SMS), email or issue letter as per the operational requirement, which will be treated as official intimation to the Contractor.
- 1.30 **"Variation Order"** means an order given by the Company Representative to effect an alteration, addition, or deduction, which does not radically affect the scope or nature of the Contract.
- 1.31 **"Services" or "Works" or "Work"** shall mean the services to be provided by the Contractor under this Contract as more particularly described in Scope of Work, the LOA / WO along with this Contract and shall include such other services as may from time to time be agreed in writing between the Contractor and Company including (but not limited to) all other services to be rendered by the Contractor in accordance with the Variation Order and all work, the particulars and details of which are not expressly defined in the Contract but which are necessary or can reasonably be inferred therefrom, for the performance of the Services described in this Contract.
- 1.32 **"Willful Misconduct"** means Intentional disregard of Good Oilfield Industry Practice or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- 1.33 **"Gross negligence"** shall mean (i) the intentional failure to perform a manifest duty, in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of another; or (ii) any act or failure to act which, in addition to constituting negligence, was in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of another.
- 1.34 **"Effective Date"** shall be the date of issue of LoA/Work Order/Contract, whichever is earlier.
- 1.35 **"Termination Date"** shall mean the time of day and date when the Term defined in contract hereof expires or when this Contract is terminated by Company, in accordance with its terms, whichever occurs first.
- 1.36 **"Third Party"** shall mean a person/entity which is not included in Company Group or Contractor Group.
- 1.37 **Interpretation Clauses:**
- i) **Plurality:** Words denoting singular shall include the plural and vice versa, where the context requires.
  - ii) **Periods:** Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.
  - iii) **Contract Documents:** The Contract Documents forming part of the Contract are to be read together as a whole and are to be taken as complimentary to each other.
  - iv) **Instructions:** All instructions, notices, agreements, authorizations, approvals and acknowledgements shall be in writing. Nevertheless, if for any reason it is considered necessary by the Company to give an instruction to the Contractor orally in the first instance, the Contractor shall comply with such instruction. Any such oral instruction shall be confirmed in writing as soon as is possible under the circumstances, provided that, if the Contractor confirms in writing any such oral instruction which is not contradicted in writing by the Company without undue delay, it shall be deemed to be an instruction in writing by the Company.
  - v) **Statutes:** Any reference to statute, statutory provision of any Applicable Laws shall also include any re-enactment or amendments and extensions thereto.
  - vi) **Clauses:** Any and all references in the Contract to Clauses are references to the Clauses of this Section I of the Contract. Reference to "Section", "Clause" and "Article" and "Provision" shall have the same meaning.
  - vii) The Contract shall consist of the following:
    - a) The Model Contract
    - b) The General Conditions of Contract
    - c) The Scope of Work



d) The Schedule of Rate

e) All other Annexures / Appendices to the Tender Document including the Bank Guarantee, LOA/Work Order etc.

It is clarified that in the event of any inconsistency amongst the terms and conditions of any of the above, the order of priority for the purpose of precedence would be as per the order set out above i.e., document at a) above would prevail over the document at b) above and so on so forth. It is clarified that in case of any discrepancy with respect to interpretation of any of the clauses in this document, the interpretation of the Company shall be final and binding.

Notwithstanding the sub-division of the contract documents into separate sections and volumes every part of each Contract document shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

**These Terms and Conditions shall be the part of the Rate Contract.**

1. **Entire Contract:** This Rate Contract constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements related to the Contract either written or oral. No terms, conditions, understandings or agreements purporting to modify or vary the terms of the Contract (whether written or oral) of the parties made prior to the date of this Contract shall apply except where Company and Contractor have expressly varied the same in writing under the terms of this Contract.

2. **Price Validity:** The rates/prices, terms and conditions of this Contract for the supply item(s) shall remain fixed and firm throughout the validity of the Rate Contract and any extension thereof. No price escalation shall be allowed on what so ever grounds.

3. **Rate Contract Period:**

The term of the Rate Contract for the supply item (Demulsifier- fit for purpose) shall be **for a period of 48 months from the Effective Date of the Contract (Primary Term), with an option of extension upto two (2) years at the same rates, terms and conditions. Such extension shall be at sole discretion of GEL, by giving the Contractor a written notice seven (7) days prior to completion of the primary term of the Contract.** The term of the Rate Contract for the supply item shall start from the Effective Date, for the supply item (Demulsifier) as per the Scope of work of the tender document.

**Purchase Order:** GEL shall issue separate Callouts in the form of Purchase Orders during the currency of the Rate Contract for the quantities as per the Scope of Work of the Contract to treat emulsified crude. GEL does not guarantee any fixed/firm quantities to be procured during the Rate Contract period or any extension thereto, the quantities to be procured shall be based on the actual requirement & suitability of the identified Demulsifier to treat emulsified crude. These Purchase Order(s) must be strictly executed in accordance with the requirements and specifications laid down therein by GEL, failing which GEL shall hold the right to reject / cancel / terminate the Rate Contract / Purchase Order(s) without any obligation to make payment for the Purchase Order(s) so executed.

4. **COMPANY AND CONTRACTOR REPRESENTATIVE**

4.1 (a) Contract Administrator shall be the person so appointed by Company and shall be responsible for administering this contract on Company's behalf and for issuing any and all instruction pertaining to the Work hereunder. Company may change the Contract Administrator from time to time and notify the Contractor in writing of such change.

(b) For the Term of the Contract, Company shall appoint Company Representative at the Company base/Office/site, who is authorized to represent Company. Company Representative shall have the right at all times to receive all information pertaining to goods, records, reports and any other information regarding delivery schedule, shipment, insurance etc. under this Contract. The Company Representative shall be entitled to inspect all goods/Chemicals/Demulsifier



supplied hereunder and to witness and to check all measurements and tests. Company Representative may delegate all or part of his responsibilities to a nominated deputy. Company may at any time change Company Representative, and shall notify Contractor accordingly.

- 4.2 Within five (5) days from the issue of the LoA/Purchase Order or date of signing of this Rate Contract, whichever is earlier, Contractor shall nominate a representative, who will be a Contractor's employee authorized to represent Contractor with respect to this Contract. Such representative shall be knowledgeable about Scope of work to be executed for this Contract, tests, certifications, delivery schedule, shipment etc. and should be duly authorized to represent the Contractor at all times during the progress of the Work and to receive and to act on any request made by Company in the performance of the Work including any emergency instructions, pursuant to the terms of this Contract (hereinafter referred to as the "Contractor's Administrator"). Any proposed change in appointment of Contractor's Administrator shall be immediately notified by Contractor to Company in writing.
5. **Scope of Supply:** The Contractor must provide the supply the item(s) strictly in accordance to the scope of work / specifications laid down in this Rate Contract. Any supply item(s) not conforming to the scope / specification laid down in this Rate Contract shall be rejected and informed to the Contractor of such rejected supply item(s). All such rejected supply item(s) shall be remedied, taken back by the Contractor within 7 days of intimation of rejection by GEL. The rejected supply item(s) shall be at Contractor's/seller's risk from the time of rejection and GEL shall not be liable for any loss/shortage or quality deterioration on any account. The Contractor shall have to replace such rejected supply items with the fresh supply items, within 7 days, as per the scope / specification at no extra cost to GEL.
6. **Completion/Delivery Terms:** Time is the essence of the Rate Contract. The delivery schedule has to be strictly complied with as specified in the LoA/Call out Notice/ Rate Contract.

Documents to be submitted at the time of delivery of the Supply item: Original – Delivery Challan / Packing List, Invoice, Consignment Note, MSDS and Material Test Certificate, Guarantee/Warranty Certificate and any other supporting documents.

In the event it becomes apparent that the delivery date cannot be met, the Contractor shall, at its own cost, take all necessary steps to expedite the delivery process; failing with the provision of this Contract will be applicable including but not limited to the provision pertaining to Liquidated damage.

Deferred delivery: GEL reserves the right to instruct the Contractor in writing before the shipment, to defer the delivery period upto 2 to 3 months, for which GEL shall not pay any additional charges

7. **Title of Supply:** The Title of the Supply items(s) shall pass on to the GEL upon delivery and acceptance of the supply items at GEL designated location/warehouse.
8. **PERFORMANCE OF SERVICES**
- (i) Contractor shall execute the Order as per the Scope of Work at times and places in accordance with the provisions of the Contract. The Contractor shall be deemed to have a full understanding and knowledge of the nature and extent of the Scope of Work and to have satisfied itself completely as to the conditions under which the Work is to be performed.
- (ii) Contractor represents that it is lawfully registered, domiciled and fully qualified to do business in the Country of Operations and has all necessary permits and licenses required by the Government to perform the Work. Contractor shall, at its sole cost and expense, cause such registration, domiciliation, permits and licenses to continue in full force and effect during the term of this Contract. Contractor shall, at its sole cost and expense, cause such registration, domiciliation, permits and licenses to continue in full force and effect during the term of this Contract.



- (iii) Contractor shall diligently supply the Items/material as per the specifications of the Scope of work and perform the obligations under this Contract in a skillful and workmanlike manner and in accordance with the established good and safe practices of the international oil industry throughout the Term of the Contract. Contractor shall comply with all instructions of Company or its designated personnel consistent with the provisions of this Contract.
- (iv) Contractor warrants that the Goods/Material supplied will be fully certified, will meet all relevant government standards, International Oil & Gas Standard will have been tested and will be in full working order and will not have any defect in workmanship. Contractor further covenants that the Goods/Material will perform efficiently and continuously and that a sufficient stock of spare parts to ensure such performance will be available at the work location. In case of defective goods, the Contractor shall replace such defective goods at the request of the Company at its sole risk and cost.
- (v) **Independent Contractor:** Contractor shall perform the Scope of Work as an independent contractor. Contractor is not and shall not become or represent itself as co-venturer, partner, employee or agent of Company. The Contract does not form any agency, partnership, joint ventures or joint relationship between the parties. Subject to the compliance with the Contract, the Contractor shall be solely responsible for the manner in which Works are performed. All employees, Representatives or sub-contractors engaged by the Contractor in performing the Contract shall be under the complete Control of the Contractor and shall not be deemed to be employees of the Company and nothing contained in the Contract or in any sub-contract awarded by the Contractor shall be construed to create any contractual relationship between any such employees or representative or Sub-contractor of the Contractor and the Company. Contractor shall be responsible for the acts, defaults, omissions or negligence of the Contractor, his agencies, servant or workmen.
- (vi) The Contractor shall observe and comply with all statutory provisions, Company's policies and procedures applicable in performance of this Contract from time to time, standing orders, International/Indian codes, regulations and instructions relating to health, safety and environment. Company Representative may require formal meetings from time to time and Contractor or his nominated deputy fully conversant with the health, safety and environment requirements shall attend such meetings.
- (vii) Contractor shall be responsible for the transportation of Contractor's equipment and personnel wherever required.
- (viii) Contractor shall be responsible for providing First Aid medical attention for Contractor, Sub-contractor's and Company's personnel at all times for Contractors personnel.
- (ix) Contractor shall be responsible for supplying all fuel, electricity, petrol, oils and lubricants used for the execution of the Contract.
- (x) **Records/ Reports:** Contractor shall keep detailed records of all Services performed including records evidencing planned and actual compliance. Contractor shall present such records to Company for inspection on request. Contractor shall furnish to Company such data, information and reports as may be required by Company from time to time. Contractor shall at all times keep Company fully and promptly informed of all matters of whatsoever nature affecting or likely to affect the progress of the work or the work time schedule.
- (xi) Company may as a condition precedent to making any payments hereunder, require from the Contractor satisfactory evidence that all of Contractor's labour, materials, tax, contractual and other obligations arising out of the performance of Work under this Contract have been fully satisfied and discharged and Contractor shall comply with all such requirements as per laws. The contractor shall indemnify the Company in case of his failure in meeting the requirements as mentioned above. For repeated non- performance of services or lack of services by the Contractor



or failure of equipment/s or part thereof supplied by the Contractor or procured from the Contractor, Company shall have right to terminate the Contract by issuing a notice for non-compliance with any requirements of Applicable Laws or for non-production of satisfactory evidence of compliance with the obligations specified herein.

- 9. Local Goods and Services:** In the provision of the Supply/Service, Contractor shall: -
- give preference to the purchase and use of goods manufactured, produced or supplied in India provided that such good are available on terms equal or better than imported goods with respect to the timing of delivery, quality, quantity required, price and other terms;
  - employ Indian sub-contractors having the required skills or expertise to the maximum extent possible insofar as their services/supplies are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms, provided that where no such sub-contractors are available, preference shall be given to non-Indian sub-contractors who utilize Indian goods to the maximum extent possible, subject to the provision in (a) above;
  - co-operate with and assist Indian companies as sub-contractors to enable them to develop skills and technology to service the petroleum industry;
  - ensure to the best of its ability that provisions in terms of (a), (b) and (c) above are contained in the sub-contractors; and
  - ensure that suppliers in India are given adequate opportunities to compete for the supply of goods and services for the provision of the Supply.

**10. Inspection & Test Certificate:**

- All supply item(s) to be supplied under the Purchase Order(s) will undergo, but not be limited to witness testing, visual inspection (100%) and dimensions (100%), review of all test certificates etc. The cost of such test will be borne by the Contractor.
- GEL and/ or its authorized third-party inspection agency reserve the right to inspect the Work at Site or other facilities where the Work is being undertaken by giving a reasonable notice and GEL shall have a right to reject in the event of non-compliance with the requirements as specified in the Scope of work of this Rate Contract.
- It will be Contractor's/Seller's responsibility to correct any deviations from specification found during inspection as per the instructions of the Company.
- The Contractor will have to make available all test certificates, where-ever applicable, issued by competent authorities at the time of delivery of the goods and materials. GEL reserves the right to inspect the Demulsifier upon delivery and if it is found that it is not as per the specifications laid down by GEL or if the quality of the items delivered is not found acceptable, GEL can reject the items delivered. In such an event the Contractor will have to take back the items from GEL's premises at its own cost and arrange to supply the correct materials/Chemicals/Demulsifier at no extra cost to GEL. No payment will be due to the Contractor for the faulty items/ material supplied.

**11. Change Order & Variation:** The quantities mentioned in the scope of work are estimated quantities, which may vary based on actual requirement of GEL. GEL may remove/add one or more services at any time during the currency of the Contract term with advance notice to the Contractor. The Contract value and subsequent billing shall be adjusted accordingly by the Contractor to reflect this. GEL reserves the right to make changes/ give instructions to vary the Contract. No variation in this Contract will be accepted unless it is in writing. Company will issue written orders to Contractor for any changes or extra work, except in the event of an emergency which in the opinion of Company requires immediate attention, Company will be entitled to issue oral orders to the Bidder for any work required by reason of such emergency. Company shall ensure that such oral orders shall be followed up with written communication ("**Variation Order**").

**12. Assignment & Sub-Contracting:** Contractor shall not assign or sub-contract this Contract, in whole or in part, to any third party without the prior written consent of GEL. Any assignment or sub-contracting of this Contract or of any rights hereunder or hypothecation, or creation of any lien or charge thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of GEL shall be void. GEL shall be entitled to freely assign its rights, obligations and duties under this Contract to its Affiliate or other Participant or third party by



giving written notice to the Contractor. Any assignment of this Contract or of any rights hereunder or hypothecation, or creation of any lien or charge thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of Company shall be void.

**13. Insurance:** Unless otherwise agreed, it will be the responsibility of the Contractor to ensure that adequate insurance coverage is taken for the Service/Supply item(s) being provided/supplied till the time the same is delivered at the GEL designated location. The Contractor shall furnish to GEL, certificates of insurance evidencing the fact that adequate insurance to support their obligations hereunder are secured. In case of any accident, damage or mishap prior to delivery at the said location, GEL will not be liable to bear the same. In such an event it will be deemed that the materials have not been delivered to GEL and the Contractor will have to arrange for supply of required quantity of the materials as per the Purchase Order(s).

To the extent of Contractor's/Seller's release and indemnity obligations, Contractor shall agree that all such insurance policies shall (i) be primary to GEL's insurance (ii) include GEL, its parent, subsidiary and affiliated or related companies, and its officers, directors, employees, consultants and agents as additional insured, and (iii) be endorsed to waive its right of subrogation against the GEL, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents.

**14. Warranty & Guarantee:** The Contractor shall clearly specify the warranty period, wherever applicable in the invoice. Also, the Contractor shall specify the schedule and conditions of servicing/storage of the Supply Item(s) for trouble free operation in writing at the time of delivery, if applicable.

Unless specified under the Rate Contract to the contrary, the Guarantee Period for the Supply shall be 18 months from the dispatch or 12 months from the Date of use, whichever is earlier. Any supply under the Rate Contract is/are guaranteed by the Contractor to be new and of the best quality obtainable, to conform in all respects to the terms and conditions stated therein, to be free from faulty design, poor workmanship and / or defective materials, to comply with all applicable standards commonly accepted in the industry. In case any defect in the supply due to substandard material, poor workmanship, faulty design, is observed during inspection and testing or during operation before the expiry of the Guarantee Period, the Contractor shall, with all possible efforts & speed and at no cost to GEL, replace or repair the supply item or any part thereof which in the opinion of GEL is defective due to faulty material, workmanship or design (other than design specified in detail by GEL) or to any act or omission of Contractor. Contractor shall also reimburse + 10% for any transportation and other charges incurred by GEL in effecting such replacement or repair. The foregoing shall not diminish or alter GEL's rights under law or equity.

The Warranty/Guarantee includes as here below:

Failure of Product to perform as quoted or delivered product not as per original sample. In such case the final delivered product does not perform as expected, GEL reserves the right to return the unused quantities of the Demulsifier to the Contractor. The Contractor shall replace such rejected material by lifting the material from the GEL warehouse and redelivering the correct / acceptable Demulsifier immediately to GEL warehouse at no extra cost to GEL.

Notwithstanding the provisions of the above, Contractor agrees to provide effective after sales services as reasonably requested by GEL, and shall attend to problems and queries relating to Contractor's provided GOODS or technical services in a timely manner throughout the Warranty Period.

**15. Tax & Duties:** Rate Contract prices are all-inclusive. All taxes and duties, insurance are deemed to be included in the Rate Contract Price unless otherwise specified in the Rate Contract. All taxes, duties and levies applicable outside India shall be to Contractor's/Seller's account. Any variation in taxes, levies, duties applicable in India as promulgated by Govt. during the execution of the Rate Contract shall be adjusted on either side upon scrutiny of proof of payment. Contractor shall indemnify and hold harmless GEL and Co-Venturers from all taxes and duties, insurance and any



interest and penalties thereon. Company shall deduct withholding taxes from all payments due to the Contractor as per prevailing laws,

- Before dispatch of the supply item, the Contractor/Supplier shall have to provide all documents, such as Invoice, Packing List, Consignment Note / AWB, Technical documents for GEL to obtain DGH EC for the imported material (for value equivalent to INR Rs.1,00,000/- & above in single Invoice) as well as for indigenous material (for value Rs.1,00,000/-and above in single Invoice). This is to avail concessional IGST on the supply items. This is as per Goods & Services Tax Notification No.3/2017 – IGST dtd 28.06.2017 (Clause 2 of Column 3 of Sr. No.1, Condition 1)

#### **16. Submission of invoices:**

Invoices for payment shall be address & submitted to:

Assistant General Manager – Production

Gujarat Energy Limited Gujarat Energy Bhavan, Behind Udyog Bhavan, Sector – 11, Gandhinagar – 382010, Gujarat, India, Tel: 079-66701001, Fax:079-23236375

Final undisputed Original Invoice should be sent along with the following documents.

- Original Packing List
- Original Consignment Note / LR Copy / B/L / AWB / BL
- Test certificate (if applicable)
- Original Third-Party Inspection Release Note. (if any)
- Certificate of Warranty.

#### **17. Terms of Payment:**

GEL shall make payment for the quantities of identified Demulsifier procured, received & accepted, pursuant to receipt of undisputed invoices along with the supporting documents.

The above payments shall be made within 30 days of receipt of undisputed Invoices. The payment shall be made by RTGS/Wire Transfer. In case of early delivery of the supply item(s), GEL shall not be liable to pre-pone the payments due to the Contractor. No interest shall be payable on delayed payments by GEL for any reason.

Should Company dispute any invoice in whole or in part, company shall notify Contractor of the dispute and shall specify the contested item or items contained in the invoice. On receiving such notice of a dispute, Contractor shall provide within 15 days all such further details as may reasonably be required to substantiate the relevant invoice. Company shall withhold payment of a disputed amount until the dispute is resolved, but shall pay the undisputed amount in full. Payment made by Company for the Invoice submitted by the Contractor shall not discharge or release the Contractor from any of its obligations under the Rate Contract or be deemed approval or acceptance of the Supply item(s) covered by such payments.

Each invoice shall carry GST number of both Company and Contractor. GEL GST Registration Number is 24AAECG8093Q1ZW. No invoices shall be processed for payment unless the GST number is captured in the invoices.

#### **18. Performance Bank Guarantee (PBG):**

The Contractor shall furnish to GEL, the Performance Bank Guarantee, for **10% of the Annual Contract value including GST of the Contract**. The Performance Bank Guarantee is required to be submitted within 21 (Twenty-One) days of issuance of the LOA/Work Order/Purchase Order/Contract whichever is earlier. The Contractor by furnishing the Performance Bank Guarantee shall guarantee the Performance of work under the Contract and shall also guarantee that the supply/services so provided under the Contract shall be in strict conformity with the specifications under this Contract (Scope of Work) and shall satisfactorily perform during the Contract period. GEL shall have right to forfeit the entire Performance Bank Guarantee amount in the event the Contractor does not perform or denies to perform as per the Contract terms and conditions at any point of time during the Contract period. The format for the Performance Bank



Guarantee shall be as per “**Attachment-4**”. The Performance Bank Guarantee shall be valid till 90 days beyond the Contract period & extension thereto. The Contractor shall ensure that the PBG is valid during the term of the Contract or such extended contract period, and the Contractor is required to keep the PBG alive under the Contract and replenish the same from time to time (if required). Failure to do so shall be considered as a breach of Contract and shall be a ground for invocation of the Performance Bank Guarantee and/or Termination of Contract. List of banks whose Bank Guarantee acceptable to GEL shall be as per “Attachment-5”. If the Contractor fails to furnish Performance Bank Guarantee as stipulated above, the Company reserves the right to cancel the award of LOA/WO or terminate the Contract. Company shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Bank Guarantee by virtue of this Contract and are not intended to be used as a penalty.

Without prejudice to its other rights under the Contract or at law, Company shall be entitled to forfeit the performance bank guarantee, should the Contractor fail to perform the Services in accordance with the provisions of the Contract. The Performance Bank Guarantee shall remain at the entire disposal of Company as Security for the satisfactory commencement, performance and completion of the Scope of Work under the conditions of the Agreement / Contract including recovery of amounts due to the Company from the Contractor arising out of this Contract under whatever head.

Without prejudice to the foregoing or Company's other rights under the contract or at law, Company shall have a right to invoke the performance bank guarantee for any of the following reasons including but without limitation to:

- Failure of Contractor to start/commence the work/supply as per LOA/Work Order/Contract
- If Contractor fails to perform as per the terms and conditions of the contract.
- If Contractor fails to perform as per prescribed scope of work.
- If Contractor fails to work in work man like manner.
- If the supply items are not fit for the performance of work (fit for purpose).
- If Contractor is in breach of Contract.

## **19. Indemnities**

- A. Indemnity by Contractor: Contractor shall, save as is otherwise herein specifically provided, indemnify and hold harmless Company along with its Co-Venturers and their owned, controlled, affiliated and subsidiary companies and the stockholders, directors, agents, employees and representatives of each from any and all claims, liabilities, costs, damages and expenses of every kind and nature with respect to sickness, injury or death of any Contractor's Personnel and to damage or destruction to any property owned, hired or supplied by Contractor arising directly or indirectly during or as a result of the performance of this order from any cause whatsoever, (except if directly caused by the Gross Negligence or Willful Misconduct of Company).
- B. Indemnity by Company: Company shall, save as is otherwise herein specifically provided, indemnify and hold Contractor harmless from any and all claims, liabilities, costs, damages and expenses of every kind and nature with respect to sickness, injury or death of any employee, agent or invitee of Company or its other contractors or subcontractors and to damage or destruction of Company's Equipment and any other property of Company arising directly or indirectly during and as a result of the performance of this order from any cause whatsoever (except if directly caused by the Gross Negligence or Willful Misconduct of Contractor).
- C. Patent Indemnity: Contractor shall indemnify and hold harmless GEL, its successors and assigns and agents from and against any and all claims, losses, damages, liability, suits and demands arising from actual or alleged infringements of any patent or patent right, copy right or similar protection in connection with the Work, except where such claims arise out of work and material furnished in accordance with drawings and specifications provided by GEL.
- D. Notwithstanding anything above, the Contractor shall defend, indemnify and hold harmless the Company along with its Co-Venturers and their owned, controlled, affiliated and subsidiary companies and the stockholders, directors, agents, employees and representatives of each, from and against any and all claims or losses of whatever kind and nature, including all related costs and expenses incurred in connection therewith in respect of (i) personal injury, illness or death of a



third party; and/or (ii) loss of or damage of any kind to any facilities, tools, equipment and/or personal belongings of a third party; to the extent the same arises out of breach of the obligations hereunder or, negligence and/or breach of the duty (statutory or otherwise) of Contractor or its subcontractors or invitees.

## **20. Liquidated Damages:**

20.1 If the Contractor for any reason other than Force Majeure, fails to timely mobilize/supply any of the Equipment/Material (fit for purpose) as per the Scope of work of this Contract and/or Contractor's Personnel/manpower (with requisite experience), if applicable as per the Scope of Work of the Contract at designated location/ Site as per the time schedule mentioned in the LOA/Work Order/Purchase Order/Contract or Mobilization Notice for Callouts (including subsequent call out notices) or any other date notified by the Company or fails to timely commence, continue to perform uninterrupted Work in accordance with the terms of this Contract or if the Contractor repudiates the Contract before completion of the term of contract, in accordance with the Contract or otherwise commits the breach of any of the provisions of the Contract, without prejudice to any other right or remedy available to the Company, the Company shall have a right to seek payment from the Contractor and the Contractor shall pay to Company, as ascertained and pre-agreed liquidated damages, and not by way of penalty, One percent (1%) of Contract Value for each week or part thereof of such late commencement of the Work or each interruption of Work up to a maximum of Ten percent (10%) of Contract Value. GST (if applicable) on the said liquidated damages will be charged extra and the Contractor shall be liable to pay the same along with amount of liquidated damages.

The Parties agree that the liquidated damages ascertained above are genuine pre-estimate of losses / damages likely to be suffered by the Company in the aforesaid circumstances. The payment of liquidated damages pursuant to this section shall not affect the rights of Company as per Contract or Applicable laws including the following rights to:

1. Terminate the Contractor or a portion or part of the Work thereof at any time during the Term of the Contract and/or,
2. Recover damages resulting from Contractor's breach of any of the provisions hereof and/or,
3. Complete the Work under the Contract by any other contractor at the risk and cost of the Contractor and/or,
4. Invoke Performance Bank Guarantee or any other security provided by the Contractor and/or,
5. Recover actual and/ or amount payable by the Company to its contractors or Sub-contractors or third party for the services relating to the Work.

By way of abundant caution, it is clarified that in addition to recovering liquidated damages, Company may exercise any one or more of its rights mentioned above as per the Contract and the Applicable Law.

Company may without prejudice to its right to effect recovery by any other method, deduct and withhold the amount of liquidated damages from any money belonging to the Contractor in its hands (which includes Company's right to claim such amount against Contractor's Performance Bank Guarantee) or which may become due to the Contractor. Any such recovery of liquidated damages shall not relieve the Contractor from any of its obligations/ liabilities under the Contract.

The Parties agree that the liquidated damages indicated hereinabove are genuine pre-estimate of the minimum loss/ damage which Company will suffer on account of delay/ breach on the part of the Contractor and the said amount shall be payable without any requirement of proof of the actual loss or damage caused by such delay/ breach.

By way of abundant caution, it is clarified that during this period of delay, Contractor will not be eligible for any payment, whatsoever.

**21. Limitation of Liability:**

Notwithstanding anything contained in the Contract to the contrary, the Contractor's total/aggregate liability to Company shall be limited to a sum equal to One hundred percent (100%) of the Contract Value. Contractor's total/aggregate liability to Company shall be limited to a sum equal to three hundred percent (300%) of the Contract Value in case of Gross Negligence or Willful Misconduct. The Company shall indemnify and hold harmless the Contractor against all claims and liabilities in excess of the above limits, provided that aforesaid cap for limitation of liability shall not apply and the Contractor shall continue to remain responsible for all liabilities which arise on account of:

- Breach of Applicable Laws by the Contractor Group.
- Liability for payment or non-payment of taxes and other statutory duties/ fees of any nature.
- Liability for breach of Intellectual Property Rights of any person.
- Breach of Confidentiality obligations.

**22. Force Majeure:** Where any Force Majeure event renders impossible or hinders or delays the performance of any obligation then the failure or omission of Company or Contractor to perform such obligation shall not be treated as a failure or omission to comply with this Contract. "Force Majeure" shall mean any act which is insurmountable and outside the reasonable control of the parties. Events of Force Majeure shall include, but shall not be limited to, acts of God, epidemic/pandemic, landslide, lightning, earthquake, flood, fire, explosion, major storm (hurricane, typhoon, cyclone, etc.) or tidal wave, act of war (declared or undeclared) or public enemy, riots (otherwise than amongst Contractor's personnel), strike (excluding strikes, lockouts or other industrial disputes or action solely among employees of Contractor or its subcontractors), act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage or any other events beyond the control of the parties or either of them. Strikes shall only be considered as Force Majeure if they are officially declared/ accepted strikes. However, Force Majeure shall not include occurrences as follows:

- Late delivery of materials caused by congestion at supplier's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- Late performance by Contractor and/or a sub-contractor caused by unavailability of material, equipment, supervisors or labour, inefficiencies or similar occurrences;
- Mechanical breakdown of any item of Contractor's or its Sub-contractor's equipment, plant or machinery; or
- Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or
- Non-conformance by Sub-contractors to the instructions issued by the Contractor;
- Financial distress/hardship of or inability to make profit by Contractor or any of its Sub-contractor.
- Failure to carry out contracted services in accordance with the instructions of the Company on account of any accident, breakdown or non-performance or unsatisfactory performance of any equipment(s) or on account of any reason within the control of the Contractor.

Any delay or failure in performance by either party hereto shall not give rise to any claims for damages if, and to the extent, such delay or failure is caused by Force Majeure. Neither Party hereto shall be liable to the other, except under the indemnities provided herein and for the payment of monies due hereunder, for failure to perform any obligations hereunder when performance is hindered or prevented by Force Majeure. The affected party shall inform the other party in writing (within 48 hours) of its inability to meet its obligations hereunder, specifying the cause of Force Majeure, and shall do all that is reasonably within its power to remove the Force Majeure conditions. Such party shall advise the other party when such Force Majeure ceases (within 24 hours) and shall resume performance of its obligations hereunder as soon as reasonably possible thereafter. No payment will be due to the Contractor between the period of commencement of Force Majeure and commencement of Normal operations by the affected party. The affected party shall make every reasonable effort to remove or remedy the cause of such Force Majeure or mitigate its effect as quickly as may be possible. Should any act or acts of Force Majeure cause the suspension or artificial suspension of work there under for a cumulative period of ten (10) days or more the parties shall meet and determine the appropriate measures to



be taken. In the event that a condition of Force Majeure exists for a period of at least fifteen (15) consecutive days, Company shall have the right to terminate this Contract by giving two (2) days advance notice to Contractor.

**23. Termination:**

Unless otherwise provided, the Contract shall terminate upon expiry of the Term of the Contract. Save as specified elsewhere in the Contract, Company shall have the right to terminate the Contract in the following circumstances:

**A Termination for Non- Mobilization**

If the Contractor fails to mobilize/deliver/supply the equipments/items (fit for purpose) along with manpower (if required) as per the mobilization notice/call out notice/Purchase order, it would amount to material breach under the Contract and in such event, the Company shall have right to terminate the Contract immediately upon expiry of such specified time.

**B. Termination for events specified below:**

Occurrence of any of events as specified below shall be construed as Event of Default. The Company shall inform the Contractor of the same by issuing a notice of default (hereinafter referred to as "Notice of Default"). If the Contractor, upon receipt of such notice, fails to remedy such default with Seven (7) days, then the Company shall have the right to terminate this contract forthwith. Event of default shall occur if the Contractor:

- i. Commences a voluntary proceeding, or an involuntary proceeding is commenced against the Contractor seeking liquidation, reorganization or other relief with respect to the Contract or its debts under any bankruptcy, insolvency or other similar laws now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Contractor for a substantial part of its property, or if the Contractor shall consent to any such relief or to the appointment of or taking possession by any such official in any such proceeding commenced by or against a Contractor; or
- ii. Makes a general assignment for the benefit of its creditors; or
- iii. Refuses or fails to supply proper equipment, or materials or perform services to accomplish the Work in accordance with the original work schedule/Scope of Work and the contract; or
- iv. Fails to make prompt payment to Sub-contractors or materials, equipment or labour (if applicable); or
- v. Is in breach of Applicable Law; or
- vi. Otherwise breaches the provisions of the contract or part thereof; or
- vii. Is wound up (not being a member's winding up for the purpose of reconstruction or amalgamation only) or if a receiver or manager on behalf of a creditor shall be appointed or if any deed or action substantially equivalent to any of the foregoing deeds or actions either in Indian law or applicable law shall occur; or

**D. Termination for Convenience**

Notwithstanding anything to the contrary under this contract, Company shall have a right to terminate the Contract in whole or in part, at any time with two (2) days prior written notice thereof to the Contractor. Upon any such termination the Contractor irrevocably agrees to waive any and all claims for damages, compensations, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, Company shall pay the Contractor in accordance with Price Schedule mentioned in the Contract for the actual amount/expenditure incurred by the Contractor which is duly supported with documents till the date of such termination for the actual procurement by the Company and as certified by Company representative..

**E. Termination for Breach of any Undertaking**

In the event after the award of Contract, it is discovered/found by GEL that any of the conditions stated in the Undertakings furnished by the Contractor under this Contract at the time of bidding is found to be false or any event mentioned in such undertaking occurs after the award of the Contract, GEL shall have a right to terminate the Contract immediately at its sole discretion by



giving notice of termination to the Contractor. This shall be without prejudice to company's rights and obligations under the Contract or under the law, including right to recover damages from the Contractor.

The exercise of any of the rights granted to Company hereunder shall not prejudice or affect any other rights of action or remedy, which have accrued or shall accrue thereafter to Company. Upon termination of Contract, the obligation of the Consultant shall continue as to portions of the work already performed and as to obligations assumed by the Consultant prior to the date of termination.

#### **24. Intellectual Property Liability**

If any materials used in the Rate Contract is/are covered by a patent in respect of which Contractor is not licensed, the Contractor shall, before using the material, obtain such license(s) and pay such royalty(ies) and license fee(s) as may be necessary. The Contractor shall keep the Company indemnified from / against any and all damages, demands, losses, costs and expenses that Company suffers/ may suffer as a result of any infringement or alleged infringement of any patent, registered design, trademark, copy right or other intellectual property right registered or otherwise by reason of claims, actions, demands and proceedings whatsoever brought or made against the Company on the basis of any patent or infringement thereof. The Contractor shall, at his own risk and expenses, defend any suit for infringement of patent or like suit brought against the Company (whether with or without the Contractor being a party thereto) and shall pay any damages and costs awarded in such suit and keep the Company indemnified from and against all costs and other consequences thereof.

#### **25. Consequential Damage**

Notwithstanding anything else contained herein to the contrary, neither party shall be liable to the other for indirect and consequential damage resulting from, or arising out of this Rate Contract including but not limited to, loss of profit or business interruption, however caused and each party shall defend, indemnify and hold the other party harmless in respect thereof.

#### **26. Settlement of Disputes / Arbitration:**

- i. The Company and the Contractor undertake that all disputes, differences or questions at any time between the parties as to the construction to this Contract or as to any matter or thing arising out of it or in any way connected therewith ("Disputes") shall be resolved between the parties in good faith.
- ii. Should any Dispute cannot be resolved between the parties within sixty (60) days or any agreed extension thereof, any Party may refer the dispute to arbitration by a sole arbitrator to be mutually appointed by the Parties. Unless otherwise agreed in writing, the arbitration shall be held at Gandhinagar, India and shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996 (including any statutory modifications or reenactments thereof) and rules there under excluding any laws, opinions, or regulations that would require application of the laws of any other jurisdiction. The arbitrator to be appointed shall be retired Judge of any of the High Courts or Supreme Court of India. Unless otherwise agreed in writing, the seat of arbitration shall be Gandhinagar, India.
- iii. The English language shall be used in the arbitral proceedings. Unless otherwise agreed in writing, each party shall equally bear the cost of arbitration.
- iv. It is also a term of the Contract that the Contractor shall not stop the Work under this Contract and the Work shall continue as expected regardless of whether the arbitration proceeding have commenced or not.
- v. Notwithstanding any disagreement, dispute, protest, request for arbitration or court proceedings relating directly or indirectly to the Work, at all times, Contractor shall proceed with the Work in accordance with the determinations, instructions and clarifications of Company. If the Contractor fails to proceed with the Work, he shall be considered to be in default and shall be held liable for any for any direct, indirect or consequential costs and expenses arising from such default. During the period Contractor is proceeding with the Work, he shall be paid the undisputed portion of his claims which are due under the Contract.



- vi. The right to arbitrate disputes and claims under this Contract shall survive the termination or invalidity of this Contract or any term hereof.
- vii. Any award rendered by the arbitrator shall be final and binding upon the parties. Any judgment upon such award may be entered in any court having jurisdiction or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be.
- viii. The Parties agree to submit to the exclusive jurisdiction of the Courts at Gandhinagar.
- 27. Compliance With Laws, Regulations And Orders:** The Contractor shall comply with all applicable Indian laws, decrees, rules and regulations of any Government or any authorized agencies of any Government in the country of operations (including India) and all other applicable laws, decrees, rules and regulations and shall indemnify GEL for any fine, penalty or liability and for any costs related thereto arising out of any failure by Contractor or its subcontractors to observe any such law, decree, rule or regulation. Contractor shall defend, indemnify, and hold GEL its parents, subsidiaries and affiliated companies and its Participants and its and their officers, directors, employees and agents harmless from and against any claim or penalty incurred in the event of non-compliance with the provisions of this Clause.
- 28. Applicable Law:** The Rate Contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India and parties hereby agree to submit to the jurisdiction of the Indian Courts. For all the legal matters, disputes, if any, the Court of the jurisdiction shall be Gandhinagar, Gujarat, India.
- 29. Time is of Essence:** Time is the essence of the Purchase/Supply order and the delivery schedule on timely basis/work execution/completion has to be strictly complied with, failing which the Contractor/Supplier will have to indemnify GEL of all the loss or expenditure that it incurs on account of the delay in delivery/completion.
- 30. Severability:** If any portion of this Contract is determined to be illegal, invalid or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of this Contract shall be deemed to be in full force and effect as if such invalid portions were not contained herein.
- 31. Confidentiality:**
- i) All information and other materials disclosed, furnished, communicated or supplied by a party; hereinafter the Disclosing Party to the other Party; hereinafter the Receiving Party, including the Receiving Party's directors, officers, employees, Affiliates, or its expressly authorized representatives or agents are strictly confidential and shall be considered as Confidential Information. The Parties agree that Confidential Information shall not be divulged by Receiving party to any third party during the Term of this Contract or thereafter for a period of five (5) years from such disclosure or the determination of the 5 year period, whichever is later, without the Disclosing Party's prior written consent.
- ii) For avoidance of doubt, "Confidential Information" shall be deemed to include all information including but not limited to any technical, commercial and financial information, improvement, inventions, know how, innovations, technology, trade secrets, professional secrets, copyrights and any other intellectual property, discoveries, ideas, concepts, papers, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, price lists and pricing policies. However, the Parties hereto acknowledge that Confidential Information shall not include any information that:
- a) is now or subsequently becomes publicly known or available without breach of this Contract by the Receiving Party;
- b) was previously in the possession of the Receiving Party without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Disclosing Party not through this Contract.



- c) is to be shared by GEL with its JV partners, to regulatory authorities, Government, Courts or other authorities required by law or in the course of legal proceedings
- iii) The Contractor shall obtain written approval from Company prior to making any publicity release or announcement regarding the Contract, the Works or Contractor's activities related to its participation in the Work or any other Confidential Information. If so requested by Company, Contractor further agrees to require the Contractor's Personnel, its Sub- Contractors, and their employees to execute appropriate undertakings of confidentiality similar to that imposed on the Contractor under this Clause, prior to performing any Work under this Contract.
- iv) The Contractor shall hold the Confidential Information confidential and shall not divulge or disclose the Confidential Information, or make the Confidential Information available to any person or entity, other than its authorized representatives and ensure that only such authorized representatives who are expressly authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis. In case of any breach of these terms or any act or omission by the Contractor, Contractor's Personnel, Sub-Contractors or any of their authorized representatives, the Contractor agrees to indemnify GEL for any losses or damages suffered on account of breach by the Contractor.
32. **Conflict of Interest:** Contractor/Supplier represents and warrants that it is not aware of any conflict of interest with respect to this Contract. Without limiting the foregoing, Contractor represents specifically that neither Contractor nor Contractor's Personnel have knowingly promised or conferred any financial benefits, of any kind whatsoever, to any employees of GEL or such employees' dependents in connection to the Contractor or Contractor's Personnel in obtaining this Contract or performing its terms and conditions. Contractor shall exercise reasonable care and diligence to prevent any actions being taken or conditions from arising which could result in a conflict with GEL's best interest.
33. **Waiver:** None of the provisions of this Contract shall be considered waived by GEL unless GEL gives such waiver in writing. No such waiver shall be of any past or future default, breach or modification of any terms, provisions or conditions of this Contract unless expressly set forth in such waiver. None of the following shall release Contractor from any of the warranties or obligations of this Contract or be deemed a waiver of any right or remedies as to any prior or subsequent default in accordance with the Contract:
- Failure by GEL to insist upon strict performance of any terms or conditions of this Contract, or
  - Failure or delay to exercise any rights or remedies provided herein or by law, or
  - Failure to properly notify Contractor in the event of breach, except for any breach which according to provisions of Contract has to be notified, or
  - Acceptance of or payment for any Service of Contractor.
34. **Notices:** All notices and other communications provided for in this Contract shall be in writing and shall be delivered at the addresses for notices given in the Contract. A party may notify the other from time to time of changes in the address for notices. E -mails and facsimile transmissions shall be held to have been received at the time of transmission report.



## GEL SAFETY RULES

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The following rules outline some of the basic safety requirements for all GEL worksites. These rules will be reviewed with all employees and contractors and will be a topic of regular safety meetings.

- 1.0 The use alcohol or illegal drugs while on company business, whether on client property, or in company vehicles or privately-owned vehicles hired temporarily or permanently by the company will **NOT** be tolerated, and will lead to dismissal.
- 2.0 Hard Hats approved by GEL will be worn at all times on worksites. Contractors are to provide their own PPE, however, in certain circumstances, GEL **may** provide PPE on a temporary or cost recovery basis.
- 3.0 GEL approved safety boots are required on all worksites.
- 4.0 Clean protective clothing suitable to the job being done and weather conditions must be worn. Appropriate gloves shall be worn as required by the task at hand.
- 5.0 Appropriate hearing protection and/or GEL approved eye protection will be worn as dictated by the work being performed.
- 6.0 Appropriate fire-retardant clothing will be worn on worksites by all of our personnel as dictated by the work being performed.
- 7.0 Smoking is permitted only in designated areas. Designated smoking areas may need to be changed from time to time as new fire/explosion hazards are identified.
- 8.0 GEL Ground Disturbance Procedures will be adhered to when performing any excavations.
- 9.0 Company vehicles/equipment will be operated as per posted speed limits, regulations and operating manuals. Seat belts where available must be worn at all times. Always walk around the vehicle/equipment before starting out. Non-essential vehicles are not allowed within 30 meters of well, separator, storage tank. Vehicles entering well site are required to be equipped with spark arrestors and may be subject to inspection and/or work permit. Spotters for heavy equipment and vehicles will be provided where necessary. Spotter shall wear reflective vests.
- 10.0 Non-essential persons shall be kept out of well site and construction areas.
- 11.0 No electrical appliance, equipment or machinery including lighting apparatus, mobile phones, or non-intrinsically safe radios shall be used in Zone '0' hazardous area, or in Zone 1 areas without utilizing the Permit to Work System (hot work).
- 12.0 Riders are not permitted on heavy equipment. Operators shall ensure the equipment is fully stopped and secured prior to dismounting.
- 13.0 Appropriate fall protection equipment is required when working above 2 meters. This includes full body harness, lanyards, and climbing devices where required.
- 14.0 Only GEL approved slings shall be used for lifting operations and tag lines will be provided for suspended loads. Site safety officers shall inspect lifting equipment and lifting operations on a routine basis.
- 15.0 Hazards are to be immediately reported to a supervisor or the GEL Safety Officer.
- 16.0 Keep the work site clean and organized.
- 17.0 GEL management may exempt certain visitors from Rules 4, 5, and 6 provided that the visitor will not be unduly exposed to any hazard, and, will be accompanied by competent GEL staff at all times.

**Compliance with these rules is mandatory - non-compliance will lead to dismissal.** These rules shall be posted at all company worksites



**Attachment-1**

**BIDDERS RESPONSE ACKNOWLEDGMENT OF REQUEST FOR QUOTE PACKAGE**

**Tender No. GEL/Demulsifier-AD01/2026-27/626**

**Identification & Procurement of Demulsifier on Rate Contract Basis for GEL Operated Block: CB-ONN-2000/1 (Ahmedabad) in Gujarat, India**

As a delegated authority/representative of the organization named below, I have reviewed the contents of the package and on behalf of my company, acknowledge the receipt of the same and advise that we will:

**BID** \_\_\_\_\_ **NOT BID** \_\_\_\_\_

Reason for no Bid (optional): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

For

Name of Company : \_\_\_\_\_

Signature : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Transmittal of signed scanned copy via email: To [durgadatta@gujenergy.com](mailto:durgadatta@gujenergy.com) and copy to [alpeshshah@gujenergy.com](mailto:alpeshshah@gujenergy.com)

**Attachment - 2****PERFORMANCE BANK GUARANTEE FORMAT**

TO: Gujarat Energy Limited, a company Incorporated under the Company's Law 1956 and having its registered office at "Gujarat Energy Bhavan, Behind Udyog Bhavan, Sector – 11, Gandhinagar – 382 010, Gujarat, India (herein after called "GEL/Company").

**WHEREAS:**

- (1) By a Contract/Purchase/Service Order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract/Purchase/Service Order") for the \_\_\_\_\_ between M/s \_\_\_\_\_(Supplier/Contractor Name)..... (hereinafter called the "Supplier/Contractor") of the one part and Company of the other part, the Supplier/Contractor agrees to supply the material in accordance with the Contract/Purchase Order.
- (2) In response to the request made by Supplier/Contractor, we ...(Name of Banker:)... (hereinafter called the "GUARANTOR") hereby irrevocably and unconditionally guarantee in favor of GEL, the payment of amounts (without any withholding, deduction or set off) the sum of IN Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), as guarantee for obligation of the Supplier/Contractor to perform the Supply/work in accordance with the Contract. The sum shall become payable by us immediately on first demand by Company without proof or conditions notwithstanding any dispute or protest by the Supplier/Contractor or any other third party. Multiple demands may be made in respect of our guaranteed obligations.
- (3) We shall not be discharged or released from this Guarantee by any waiver, modification, agreements made between the Supplier/Contractor and GEL with or without the consent or by any alteration in the obligations undertaken by the Supplier/Contractor or by any forbearance whether as to payment, time performance or otherwise, or by any change in name or constitution of GEL or the Supplier/Contractor.
- (4) This Guarantee is a continuing security and accordingly, shall remain in operation for the warranty period of 12 months from date of delivery of the material (ie. upto Date) unless extended further from time to time for such period as may be instructed in writing by M/s.....(Supplier/Contractor Name)..... on whose behalf this Guarantee has been given in which case it shall remain in full force upto such extended period and excluding 90 days after the extended date. Any claim under this Guarantee must be received by us before the expiry or 90 days from the extended date if any, and if no such claim has been received by us within 90 days after the said date/extended date, Company's right under this Guarantee will cease.

We agree that the Guarantee is given regardless of whether or not the sum outstanding occasioned by the loss, damages costs, expenses or otherwise incurred by GEL is recoverable by legal action or arbitration.

The rights under this Guarantee shall be assignable by GEL to third parties.

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

The Guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or changes or constitution or insolvency of the said Supplier/Contractor but shall in all respect and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

IN WITNESS where of this Guarantee has been duly executed by GUARANTOR this \_\_\_ day of \_\_\_\_\_, 2026 or and on behalf of ...(Supplier/Contractor) ...).

Name : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Banker's Seal : \_\_\_\_\_  
 Address : \_\_\_\_\_

**Refer Attachment – 5: Finance Department, FD/MSM/e-file/4/2025/2712/D.M.O. dated 01/04/2026**

**Attachment - 3****COMPLIANCE STATEMENT****Tender No. GEL/ Demulsifier-AD/2026-27/626****Development & Procurement of Demulsifier on Rate Contract Basis for GEL Operated Block: CB-ONN-2000/1 (Ahmedabad) in Gujarat, India****ALTERNATIVE PROPOSAL**

After having submitted the Base Proposal in accordance with the Tender requirements, we submit the following alternative(s) for Company's consideration.

Sl. No.	Section, Clause Reference	Description as in the Tender	Alternative Proposal	Benefits of such Alternative, if any, to Company

**DEVIATIONS TO THE TENDER TERMS AND CONDITIONS**

We have taken following exceptions to Scope of Supply/work / specification /schedule/ the terms and conditions stated in the Tender.

Sl. No.	Section, Clause Reference	Description as in the Tender	Exception Taken	Explanation/ Reason	Cost impact (+/-) and/ or effect on Delivery Date
A	<b><u>Commercial</u></b>				
1					
2					
B	<b><u>Technical</u></b>				
1					
2					

**Note: 1** - The deviations/negotiations which cannot be resolved as a result of post-bid correspondences will be appropriately cost-loaded to ensure competitive bidding.

**Note: 2** - Any Alternative Proposal or Deviations to the Tender Terms and Conditions mentioned by the Bidder other than this format shall not be considered and treated as no deviations taken by the Bidder.

OR

**COMPLIANCE STATEMENT**

I/We **... [.....Supplier/Contractor.....]** hereby agrees to enter into a Contract / Purchase Order with Gujarat Energy Limited, in compliance with the terms and conditions attached to Tender/RFQ/Inquiry No..... dated ..... should **...[Supplier/Contractor]** be the successful Tenderer as a result of the tender evaluations.

Signature: .....

Seal: .....

Date: .....



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**Attachment-4****BID BOND**

TO: Gujarat Energy Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Gujarat Energy Bhavan, Sector -11, Gandinagar, Gujarat, India. (hereinafter referred to as "GEL").

**WHEREAS:**

.....Bidder name.....(hereinafter referred to as "Tenderer") has submitted a proposal No. GEL/Demulsifier-AD01/2026-27/626 dated .....("hereinafter referred to as Proposal") against Tender/RFQ/Inquiry No.: \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ Tendered Services/Supplies \_\_\_\_\_ (hereinafter referred to as the "Tender/RFQ/Inquiry").

NOW, THEREFORE,

(1) In response to the request made by the Tenderer, we \_\_\_\_\_(Name of Banker/Insurer:) \_\_\_\_\_ (hereinafter called the "Guarantor") hereby irrevocably and unconditionally guarantee the sum of Indian Rupees Rs.\_\_\_\_\_/ - (INR \_\_\_\_\_) Only in favor of GEL, if Tenderer fails to perform its obligations as set forth below:

- (i) The Tenderer agrees to keep the Proposal open for acceptance by GEL during the period of validity (120 days from the Closing Date) specified in the Tender/RFQ/Inquiry.
- (ii) The Tenderer, having been notified of acceptance of its Proposal by GEL during the period of Tender validity:
  - (a) Fails or refuses to execute the agreed Contract/Service/Purchase Order, if required; or
  - (b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the format provided in the Tender/RFQ/Inquiry document; or
  - (c) Seeks Variation or modification of Proposal; modifications to the agreed terms and conditions
  - (d) Tries to influence GEL on bid evaluation, bid comparison or Contract/Service/Purchase Order award decision.

The sum shall become payable by us immediately on first demand by GEL without proof or conditions notwithstanding any constitution or protest by the Tenderer or any other third party.

- (2) GEL shall have the fullest liberty without our consent and without affecting in any manner, our obligation hereunder, to relax any of the terms and conditions of the aforesaid Tender, from time to time, or to postpone any time any of the powers exercisable by GEL against the said Tenderer and Guarantor shall not be relieved from its liabilities by reason of any such relaxation being granted to the Tenderer by GEL or any indulgence by GEL to the said Tenderer or by any such matters or things whatsoever.
- (3) The Guarantor shall not be discharged or released from this Guarantee by any Contract/Service/Purchase Order made between the Tenderer and GEL with or without the consent of the Guarantor or by any alteration in the obligations undertaken by the Tenderer or by any change in name or constitution of GEL or the Tenderer.
- (4) The Guarantee herein shall not be affected by any change in the constitution of the Bank or the Tenderer.
- (5) This Guarantee shall not be revoked during its currency, and shall remain in effect for One Hundred and eighty (180) days from the Tender Closing Date.



- (6) This Guarantee shall be governed and construed in accordance with the laws of India and all of the parties to this Guarantee hereby irrevocably submit to the non-exclusive jurisdiction of the Courts in Gandhinagar.

IN WITNESS whereof this Guarantee has been duly executed by GUARANTOR the \_\_\_\_\_ day of \_\_\_\_\_ for and on behalf of (\_\_\_\_\_)

Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Banker's Seal : \_\_\_\_\_  
Address : \_\_\_\_\_

**Refer Attachment - 5: Finance Department, FD/MSM/e-file/4/2025/2712/D.M.O. dated 01/04/2026**

**ALTERNATIVELY, THE BIDDER CAN SUBMIT DEMAND DRAFT FOR THE BID BOND VALUE. THE DEMAND DRAFT SHOULD BE MADE IN FAVOUR OF "GUJARAT ENERGY LIMITED" PAYABLE AT GANDHINAGAR, GUJARAT.**

#### **BID BOND**

It is a condition precedent to the acceptance of any Tender by the GEL that the Tenderer shall provide a Bid Bond by means of a Bank Guarantee for an amount stated in the Invitation to Tender in the prescribed format and valid for a period of 150 days from the Closing Date. The Tender may be disqualified in the absence of a Bid Bond in the prescribed format.

#### **Conditions for Invoking of Bid Bond Guarantee**

The following conditions would also lead to the invoking of Bid Bond Guarantee:

- a) If the Tender is withdrawn during the validity period or any extension thereof.
- b) If the Tender is varied or modified in a manner not acceptable to GEL during the validity or agreed extension validity period duly agreed by the Tenderer or after notification of award by GEL and prior to signing of the Purchase Order/Contract.
- c) If the successful Tenderer is seeking modifications to the agreed terms and conditions after notification of award or declines to accept the Letter of Intent/Award.
- d) If the successful Tenderer fails to furnish Performance Bank Guarantee within 10 days of the issue of the Letter of Intent/Award.
- e) Any effort by the Tenderer to influence GEL on bid evaluation, bid comparison or Purchase Order/Contract award decision.

**The formats for any of the Bank Guarantees shall not be changed except for any minor variations that the Bank may require. Failure to comply with this requirement may entail disqualification of the Tender.**

**Attachment - 5****LIST OF BANKS FOR SUBMISSION OF BANK GUARANTEES, "BID BOND" AND "PERFORMANCE BANK GUARANTEE"**

**Finance Department, GR No. FD/MSM/e-file/4/2025/2712/D.M.O. dated 01/04/2026**

(A) Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.

1. All Nationalized Banks

(B) Guarantees issued by following Banks will be accepted as SD/EMD for period up to March 31, 2024. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

- |                               |   |
|-------------------------------|---|
| 1. AXIS Bank                  | 23. South Indian Bank                           |
| 2. AU Small Finance Bank      | 24. Standard Chartered Bank                     |
| 3. Bandhan Bank               | 25. Tamilnadu Mercantile Bank                   |
| 4. City Union Bank            | 26. Ujjivan Small Finance Bank                  |
| 5. CSB Bank                   | 27. YES Bank                                    |
| 6. DBS Bank India Limited     | 28. Ahmedabad Mercantile Co-operative Bank      |
| 7. DCB Bank                   | 29. Nutan Nagarik Sahakari Bank Ltd             |
| 8. Dhanlaxmi Bank             | 30. Rajkot Nagarik Sahakari Bank Ltd            |
| 9. Equitas Small Finance Bank | 31. Saraswat Co-operative Bank Ltd              |
| 10. FEDERAL Bank              | 32. SBPP Co-Operative Bank Ltd.                 |
| 11. HDFC Bank                 | 33. SVC Co-Operative Bank Ltd.                  |
| 12. HSBC Bank                 | 34. The Cosmos Co-op Bank Ltd.                  |
| 13. ICICI Bank                | 35. The Gujarat State Co-operative Bank         |
| 14. IDBI Bank                 | 36. The Surat District Co-operative Bank Ltd    |
| 15. IDFC First Bank           | 37. The Surat People's Co-operative Bank Ltd    |
| 16. IndusInd Bank             | 38. The Baroda Central Co-operative Bank        |
| 17. Jammu & Kashmir Bank      | 39. The Panchmahal District Co-operative Bank   |
| 18. Jana Small Finance Bank   | 40. The Kalupur Commercial Co-operative Bank    |
| 19. Karnataka Bank            | 41. The Rajkot Commercial Co-operative Bank     |
| 20. Karur Vysya Bank          | 42. The Banaskantha Mercantile Co-op. Bank Ltd. |
| 21. Kotak Mahindra Bank       | 43. Gujarat Gramin Bank                         |
| 22. RBL Bank                  |   |

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.

**(Sandeep Kumar)**  
**Secretary (Economic Affairs)**  
**Finance Department**

----- XXXXX-----



## **Attachment - 6**

### **BID EVALUATION CRITERIA**

#### **Identification & Procurement of Demulsifier (Block: CB-ONN-2000/1 - Ahmedabad)**

#### **BIDDER'S ELEGIBILITY CRITERIA (to be submitted in the Technical Bid)**

Bidder to submit the information / documents in support of the following Criteria.

1. **Bid Bond:** Rs.13,000/- for Indian Bidder

Details of GEL Account for submission of Bid Bond/EMD

Account Name	GEL LTD CBONN 2000/1 AHMEDABAD JV ACCOUNT
Account Number	57500001061291
IFSC code	HDFC0000006
Account Type	Current
Name of the Bank	HDFC Bank

2. **Financial Average Annual Turnover:**

- The turnover of the bidder for the last three financial years (2021-22, 2022-23, 2023-24) should be minimum INR 8,17,000/- for Indian Bidder
- Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant (With UDIN) indicating the turnover details for the relevant period shall be uploaded with the bid.
- In case the date of constitution / incorporation of the bidder is less than 3-years-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria.

3. **Net Worth**

- The Net worth of the Bidder should be positive for the last FY: 2023-24 (Submit Chartered Accountant Certificate (With UDIN) for the same).

4. **Holiday list/ black listing:**

- **The Bidder shall not be on holiday list/ black-listed** by GEL or any of the Group Companies of GEL. Bidder shall submit self-declaration certificate /undertaking in this regard **as per attachment (Exhibit D)**.
- If found, GEL shall have a right to terminate the Contract without any notice including its right to forfeit the Performance Bank Guarantee (PBG). Bidders who have initiated legal action/litigation against GEL or any of the Group Companies shall not be considered.

5. **MOU:**

- The Bidder must bid on sole performance basis.

6. **CHECKLIST TO BE FILLED BY BIDDER**

- Bidder is required to submit the details as per attachment named EXIBIT-E "CHECKLIST WITH DETAILS FOR SUBMISSION OF DOCUMENTS FOR BID EVALUAITON CRITERIA, Non-submission would lead for rejection of the bid.

7. **TECHNICAL BID EVALUATION CRITERIA**

Bidder to submit the documents, in support of the following Criteria **(to be submitted in the tagged 'Technical Bid')**. Bidder shall be qualified subject to following:

SN	Technical evaluation criteria
1	The Bidder should confirm acceptance of his company's letter head as per Exhibit A
2	Bidder to confirm whether the bidder is Manufacturer / Authorized Supplier. If Bidder is Authorized Supplier then Authorisation letter to be submitted.
3	Bidder must have successfully executed contracts for Supply of Demulsifier within the last seven years, meeting at least one of the following criteria. <ul style="list-style-type: none"> <li>- One contract with a value of at least Rs. 9.3 lacs <b>Or</b></li> <li>- Two contracts, each with a value of at least Rs. 5.8 lacs <b>Or</b></li> <li>- Three contracts, each with a value of at least Rs. 4.6 lacs.</li> </ul>



	*Above value shall be without GST.
4	Bidder to submit <u>Technical Data Sheet (as per Exhibit – B)</u> duly filled in, signed & stamped of the Demulsifier offered.
5	Bidder to submit two (2) samples of 200 ml each in separate bottle/contained of the Demulsifier offered. The samples must be labeled properly indicating the Demulsifier Name, Name of the Bidder and Tender No.
6	<b><u>Technical Qualification process:</u></b> Upon scrutinizing the technical bid documents and on confirmation of its submission as per the Bidders Eligibility Criteria & Technical Bid Evaluation Criteria, the Samples, submitted by the bidder as a part of Technical Bid, will be further tested with the crude oil production from wells for which it is sought to treat. This testing shall be carried out at GEL site lab to check the suitability of the Demulsifier as per the tender specifications, preferably in the presence of respective representative of the bidder. The result of the laboratory tests by GEL lab will be final. The samples submitted by the bidder must meet the technical requirements of GEL to technically qualify the bid for further evaluation.

– **Notes:**

1. The document required to be submitted in the unpriced bid to substantiate the above required experience are:  
Bidder should submit copies of contract(s) / work order showing:
  - Name of Company with complete address
  - Duration (start & end) of contract.
  - Documentary evidence in respect of satisfactory execution of those contracts in the form of copies of any of the following documents (indicating respective contract no.), such as:
    - satisfactory completion /performance Certificate along with Purchase or Work Order Or signed contract.
    - Any documentary evidence like invoice and its payment, PBG Discharged letter etc. that can substantiate the satisfactory execution of the contracts cited above.

**Notes of Technical Evaluation:**

- GEL may seek clarification / missing information / documents on the above Criteria and the bidder shall make all efforts to satisfy/submit to GEL's queries prior to technical evaluation or else the bid will be rejected.
- Bidder must submit the quote as per the price schedules for all the tendered blocks and submit the unpriced bid (technical bid) with remarks of "Quoted" in the price schedules line items. This shall be treated as your confirmation that you have understood the "Price Schedules" and considered all the line items therein for arriving / quoting of total all-inclusive Price and have also uploaded / attached in your Financial Document / Price Bid, the "Price Schedules" with Prices as breakup of quoted amount.

**COMMERCIAL BID EVALUATION CRITERIA**

- Only the responsive bids conforming to the above-mentioned Bidders Eligibility Criteria, Technical Bid Evaluation Criteria & Sample testing will be considered for further evaluation.
- Prices quoted shall be in Rupees. Bids in any other currency shall not be accepted. Indian Bidder (which shall include any company incorporated in India) shall be paid in Indian Rupees Only
- To identify commercially lowest evaluated bid, the total **value quoted for Supply item x Quantity required (as per the lab test) to treat 1 cubic meter of produced emulsified crude oil** shall be considered for identification of L1 Bidder. The Contract will be awarded to L1 Bidder.



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**Exhibit A**  
**ON LETTER HEAD OF THE BIDDER**

**Exhibit - A**

**Date:** \_\_\_\_\_

**Ref: Tender No.** \_\_\_\_\_ **dated** \_\_\_\_\_

**Self- Declaration Cum Undertaking**

1. I / We hereby certify that, I / we have read the entire terms and conditions & specifications of the BID document (including all documents which have been attached in this Bid like Scope of Work, Service Level Agreement, Payment terms, Penalty Clause, corrigendum or any other document) which will form part of the contract agreement and I / we shall abide hereby by the terms and conditions & specifications / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department / organizations related to this BID too have also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the BID terms and conditions & specifications including Scope of Work and any other document (which is/are attached in Bid Document) of above-mentioned BID document / corrigendum(s) in its totality / entirety.
4. I / We certify that all information furnished by our firm / company is true & correct and, in the event, that the information is found to be incorrect / untrue or found violated, then your department / organization shall without giving any notice or reason therefore may summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely. Wherever applicable this / these document (s) will be attached by

**Sign:** \_\_\_\_\_

**Stamp:** \_\_\_\_\_

**Bidder:** \_\_\_\_\_



**EXHIBIT -B  
Technical Data Sheet**

Sr. No	Parameters	GEL's Requirement	Details in this Column to be filled by the Bidder
1	Name of Demulsifier		
2	Accurate Sp. Gr. Of Demulsifier @ <b>15 deg C</b>		
3	Quoted Demulsifier Dose in PPM		
4	Curing Temp	60 °C	
5	Temperature of crude oil at which demulsifier will be dosed	40 °C	
6	Curing Time	2 hours	
7	Water content	<= 1.5%	
8	Status of demulsifier @ 10 °C	Free flowing liquid	
9	<b>The bidder to confirm following:</b>		
	a) Physical State: Should be free flowing liquid at 10 °C and free from dirt and foreign matter		
	b) Solubility: 2% w/v solution in xylene/toluene (LR grade) should be clear at 20 °C		
	c) The demulsifier sample should not have any irritating effect during handling and should be <b>eco-friendly</b>		
	d) Dosing of Demulsifier should not increase pour point & viscosity of the crude oil		
10	The bidder to submit an Undertaking* along with this sheet		
11	Demulsifier must have ability to reduce water of emulsified crude for combined as well as individual wells containing <b>water cut 22-25%</b> to water cut less than or equal to 1.5% at curing temp. 60 °C		
12	The Quantity of demulsifier in litre required for treating 1 CM of emulsified crude		
13	The bidder to submit Two no. of 200 ml Samples in sealed container for testing purpose along with the Technical Bid. The sample container shall bear the name of the Bidder, Supply item name, Qty, RFQ/inquiry No.		
14	Packing must be in new MS standard drums in packed condition (of capacity 200-205 L).		
15	MSDS as per standards will be submitted along with the demulsifier at the time of supply		
16	Delivery period required for supply of the demulsifier at GEL warehouse.		
17	Total Shelf Life of demulsifier from the date of manufacture		
18	Manufacturing and Expiry date of the demulsifier will be mentioned at the time of supply		
19	The bidder to confirm demulsifier supplied shall have minimum one year of shelf life for its use at the time of each delivery		
<p><b>*UNDERTAKING:</b> By dozing demulsifier supplied by us will not increase the organic chloride in Naptha of crude of that particular field by greater than 1 PPM as tested by ASTM D-4929A method. Further if at any stage, it is found increase in organic chloride in naptha of crude of that particular field is greater than 1 PPM by dozing the demulsifier then we shall replace the material by the material of required standard at our own cost and risk. The result of laboratory tested by GEL recognized lab will be final and acceptable to us.</p>			

**Name of the Bidder:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name of Authorized Signatory:** \_\_\_\_\_

**EXHIBIT –C****VENDOR REGISTRATION FORM (for new vendors)**

Vendor Registration Form to be submitted by the bidder along with bid bond

Vendor Registration Form (to be filled by the Vendor in preferably in Excel format and submitted soon after making bid bond remittance).

The form filled by the vendor should be sent by email to the following mail ID's

[manoj@gujenergy.com](mailto:manoj@gujenergy.com); [durgadatta@gujenergy.com](mailto:durgadatta@gujenergy.com) and copy to [alpeshshah@gujenergy.com](mailto:alpeshshah@gujenergy.com)

<b>GUJARAT ENERGY LIMITED</b>	
(New Vendor Registration Form)	
Vendor details	
Company Code	9999
Name of Vendor	
Date of Formation	
Address	
City	
State	
Country	
PIN Code	
Telephone No.	
Fax No.	
Mobile No.	
E mail address	
<b>Registration Information (please provide self-certified copies of registration certificates as proof)</b>	
Excise Code Number	
Excise Registration No.	
Excise Range No.	
Excise Division No.	
Excise Collectorate	
Micro Small Medium Enterprise	YES / NO
If Yes then provide Details	
Works Contract Tax Registration No.	
Tax Deduction account Number (TAN)	
<b>Permanent account no. (PAN) **</b>	
CST Number with Date	
LST / VAT Number with Date	
<b>GSTIN Number **</b>	
Service Tax Registration No.	

\*\* To be filled (Compulsory fields)

<b>Bank Details</b>	
Title of Account in the Bank	
Account type	
Bank Account Number	
Name of the Bank	
Address of the Bank	
City	
State	
Country	



PIN Code	
Telephone No. with STD code	
Fax No with STD Code	
Bank Branch MICR Code	
Bank Branch IFSC Code	
Mode of Payment	RTGS / NEFT /IMPS

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THIS VENDOR REGISTRATION FORM BY THE BIDDER**

VENDOR REGISTRATION FORM	(Preferably In Excel format)
GST Certificate	
PAN Card	
MSME Certificate	
Cancelled Cheque	

**For F&A Department use only**

Vendor no.	
Purchasing Organization	
Accounting Group	
Reconciliation Account	



**Exhibit - D**

**Date:** \_\_\_\_\_

**Ref: Tender No.** \_\_\_\_\_ **dated** \_\_\_\_\_

**Self- Declaration Cum Undertaking**

The Bidder undertakes that:

1. The Bidder is not on a holiday list or is black listed by GEL or any of the Group Companies of GEL.
2. Bidder has not initiated any legal action/litigation against GEL or any of the Group Companies.

The Bidder agrees and acknowledges that in the event after the issuance of LoA/Work Order/award of Contract, it is discovered/found by GEL that any of the conditions stated in the above Undertaking furnished by the Bidder at the time of bidding is found to be false or any event mentioned in such undertaking occurs after the award of the Contract, GEL shall have a right to terminate the Contract immediately at its sole discretion, including its right to forfeit the Performance Bank Guarantee (PBG).

**Sign:** \_\_\_\_\_

**Stamp:** \_\_\_\_\_

**Bidder:** \_\_\_\_\_

**EXHIBIT-E****CHECKLIST WITH DETAILS FOR SUBMISSION OF DOCUMENTS FOR BID EVALUATION  
CRITERIA  
(TO BE FILLED BY BIDDER)**

<b>TENDER No :</b>			
<b>Bidder Name :</b>			
<b>Sr No</b>	<b>Documents to be submitted</b>	<b>Documents Number</b> Please mention the details	<b>Confirmation of submission of documents</b>
1	BID BOND: Bidder to Confirm the submission of Bid Bond	Bid Bond details	Submitted/Not submitted
2	Copy of latest <b>MSME/UDYAM Certificate (if applicable, please attach the Certificate with latest year classification of your entity)</b>	MSME/UDYAM Certificate number	Submitted/Not submitted
3	Copy of <b>IT PAN</b> (as applicable, if not applicable please clarify)	IT PAN number	Submitted/Not submitted
4	Copy of <b>Goods &amp; Service Tax Registration No.</b> (as applicable, if not applicable please clarify)	Goods & Service Tax Registration No	Submitted/Not submitted
5.	Bidder to submit on his letter head duly stamped and signed the <b>Bidder's Information</b> as per attachment	Excel sheet with data to be uploaded	Submitted/Not submitted
6	<b>Acceptance to Tender Terms and Conditions:</b> Bidder to Submit stamped/signed copy of this Tender/RFQ or Undertaking/Confirmation on letterhead in token of unconditional acceptance to the terms and conditions therein or may submit exceptions/deviations as allowed under the ITB.	Letter confirming acceptance of terms and conditions of the tender (with or without Exceptions deviations form) or Sign and stamp on each page of tender	Submitted/Not submitted
7	<b>Financial Average Annual Turnover</b> The turnover of the bidder for the last three financial years (FY: 2020-21, 2021-22, 2022-23 <u>or</u> 2021-22, 2022-23, 2023-24) should be minimum Rs. 8,17,000/-.  Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant (With UDIN) indicating the turnover details for the relevant period shall be uploaded with the bid.  In case the date of constitution / incorporation of the bidder is less than 3-years-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria.	a certificate from the Chartered Accountant / Cost Accountant (With UDIN) indicating the turnover details for the relevant period	Submitted/Not submitted



8	<b>Net Worth</b> of the Bidder should be positive for the last FY: 2022-23 / 2023-24 (Submit Chartered Accountant Certificate (With UDIN) for the same)	Submit Chartered Accountant Certificate (With UDIN)	Submitted/Not submitted
9	<b>The Bidder shall not be on holiday list/black-listed</b> by GEL or any of the Group Companies of GEL. Bidder shall submit self-declaration certificate /undertaking in this regard <b>as per attachment</b> . If found, GEL shall have a right to terminate the Contract without any notice including its right to forfeit the Performance Bank Guarantee (PBG). Bidders who have initiated legal action/litigation against GEL or any of the Group Companies shall not be considered.	Bidder shall submit self-declaration certificate /undertaking confirming that The Bidder shall not be on holiday list/ black-listed by GEL or any of the Group Companies of GEL	Submitted/Not submitted
10	Bidder must submit the quote as per the price schedules for all the tendered blocks and submit the unpriced bid (technical bid) with remarks of "Quoted" in the price schedules line items. This shall be treated as your confirmation that you have understood the "Price Schedules" and considered all the line items therein for arriving / quoting of total all-inclusive Price and have also uploaded / attached in your Financial Document / Price Bid, the "Price Schedules" with Prices as breakup of quoted amount.	Blank Prices schedule with "Quoted" to be submitted on letter head	Submitted/Not submitted
12	Experience criterial Document required to be submitted in the unpriced bid to substantiate the above required experience are: Bidder should submit copies of contract(s) / work order showing: <ul style="list-style-type: none"><li>- Name of Company with complete address</li><li>- Duration (start &amp; end) of contract.</li><li>- Documentary evidence in respect of satisfactory execution of those contracts in the form of copies of any of the following document (indicating respective contract no.), such as:<ul style="list-style-type: none"><li>- satisfactory completion /performance Certificate along with Purchase or Work Order Or signed contract.</li><li>- Any documentary evidence like invoice and its payment, PBG Discharged letter etc. that can substantiate the satisfactory execution of the contracts cited above.</li></ul></li></ul>	Confirmation of submission of supporting documents	Submitted/Not submitted
13	Bidder to submit <b>Technical Data Sheet (as per Exhibit – A)</b> duly filled in, signed & stamped of the Demulsifier offered.		Submitted/Not submitted
14	Bidder to submit two (2) samples of 200 ml each in separate bottle/contained of the Demulsifier offered. The samples must be labeled properly indicating the Demulsifier Name, Name of the Bidder and Tender No.		Submitted/Not submitted



**ANNEXURE-1**

**CUT-OUT SLIP for Bid Bond**  
**(if submitted in the form of DD / Bank Guarantee)**

**Client** : Gujarat Energy Limited

**Tender No.** : GEL/Demulsifier-AD01/2026-27/626

**Project Name** : Identification & Procurement of Demulsifier on Rate Contract Basis for GEL  
Operated Block: CB-ONN-2000/1 (Ahmedabad) in Gujarat, India

**Bid Due Date:** \_\_/\_\_/2026 up to 1600 Hrs (IST)

<b>From: Bidder's Name &amp; Address</b>	<b>Durgadatta Rautaray – AM (C&amp;P)/Alpesh Shah – AGM (C&amp;P)</b> Gujarat Energy Ltd. 05 <sup>th</sup> Floor, South Wing, Gujarat Energy Bhavan, Behind Udyog Bhavan, Sector-11, Gandhinagar-382 010, India Tel: +91-79-6670 1506 Fax:+91-79-2323 6375
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