GUJARAT ENERGY

Tender

for

Hiring Services for Testing & Calibration of Gas Flow Meters installed at various Production Facilities of GEL Operated Blocks

[Block: CB-ONN-2000/1 & RFPSC, CB-ON/2 & RFPSC, CB-ONN-2002/3 and CB-ONN-2003/2]

Tender: GEL/PRD/Gas Flow Meter/2026-27/643-A

(n) Procure Tender Id: 360716

GUJARAT ENERGY LIMITED
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Gandhinagar - 382 010, Gujarat, India
Phone No: +91-79-66701002/66701505/1506
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October 2026

Bid Issue date : 29.10.2026
Bid closing date : 18.11.2026 (16:00 hrs IST)

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 ("**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 **Hiring Services for Testing & Calibration of Gas Flow Meters installed at various Production Facilities of GEL Operated Blocks** along with required materials/ equipments/ Tangibles/ Consumables for GEL Production Facilities located in Ahmedabad (CB-ONN-2000/1 & RFPSC), Tarapur (CB-ON/2 & RFPSC), Sanand (CB-ONN-2002/3) and Ankleshwar (CB-ONN-2003/2) Blocks located in 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. GEL 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 GEL 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 GEL, 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 GEL, 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 GEL.
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. GEL, 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 GEL reserves the right to accept or reject any or all Bids without giving any reason. Neither GEL 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. GEL 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. GEL is not bound to accept any or all the offers. GEL reserves the right to reject any or all the offers without assigning any reason. GEL 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 GEL 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 GEL. 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 GEL, its officers, employees, advisers, consultants and agents to copy, adapt, disclose or to use, as GEL 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 GEL 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 GEL. 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 GEL immediately at the following address:

    Sr. VP (C&P/E&C/M&L)/AGM (C&P)
    5th 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, 3rd Floor, Behind Udyog Bhavan, Sector-11, Gandhinagar – 382 010, Gujarat, India

REQUEST FOR BID

Gujarat Energy Ltd. (hereinafter referred to as **"GEL)** as an Operator in onshore Blocks namely: CB-ONN-2000/1 (Ahmedabad Block Old & RFPSC), CB-ON/2 (Tarapur Block Old & RFPSC), CB-ONN-2002/3 (Sanand Miroli Block) and CB-ONN-2003/2 (Ankleshwar)**,** in Gujarat, under the Production Sharing Contract (PSC) with the Government of India. GEL on behalf of the consortium members of the above-mentioned onshore block respectfully solicits your Bid for **Hiring Services for Testing & Calibration of Gas Flow Meters installed at various Production Facilities of GEL Operated Blocks.**

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. Exceptions/deviations pertaining to any of the above must be clearly asked through pre-bid clarification from GEL. No exceptions/deviations, including those pertaining to Clauses affecting prices shall be entertained. In case of no exceptions-deviations to the tender terms, Bidders must submit the "No Exceptions Deviation Form (Attachment-2) duly stamped and signed" confirming unconditional acceptance to the terms and conditions of the Tender document.

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

GEL reserves the right to cancel the tender process, abandon the supply/services, or issue another tender for identical or similar supply/services or, 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.

The Bidders Response Acknowledgment Form (as indicated in **Attachment-1**) must be completed and returned email 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.

Bid Bond: Bidders are required to furnish Bid Bond for an amount/exemption as mentioned in **Attachment-6 (Bid Qualification Criteria).** Bid Bond is required to be furnished as per attached format, **Attachment-3**. Bid Bond shall be returned to all bidders after one month after completion of the tendering process.

Tender, pre-bid clarifications/corrigendum and other Tender related information shall be uploaded on the website as well as on (n)Procure portal on a regular basis. Bidders are required to refer to our website www.gujarat-energy.com on a regular basis for this tender.

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

2.1 General Instructions

2.1.1 **Transfer of Bidding Document:** The Bidding document is not transferable.

2.1.2 **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its bid, and GEL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.1.3 **Validity of bid shall be 180 days from the bid closing date.**

2.1.4 **Language and signing of Bid:** The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged between the Bidder and GEL shall be written in English Language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by the accurate translation of the relevant passage in English, in which case for purpose of interpretation of the bid, the translation shall prevail.

2.1.5 GEL retains the right to modify the terms of the Bid, Model Contract or any of the sections/attachments/formats at any time prior to the Bid Due date.

2.1.6 Bidders must review the Technical Specifications, Scope Document and ensure that the equipment/materials/ services being offered are as per specifications and scope prescribed in this document GEL retains the right to modify the terms of the Bid, Model contract or any of the sections/attachments/formats at any time. Bidder must review the Contract / Terms & Conditions before providing details on the Commercial Part as specified in this tender document. Bidders shall be deemed to have understood and taken into account all the terms and conditions prescribed in the contract.

2.1.7 Bidder must review the **Contract** before providing details on the Commercial Part as specified in this TENDER DOCUMENT. Bidders shall be deemed to have understood and taken into account all the terms and conditions prescribed in the contract. Any clarifications must be clarified through pre-bid clarification from GEL. No exceptions/deviations, including those pertaining to Clauses affecting prices shall be entertained. Bidders must submit the "No Exceptions Deviation Form (Attachment-2) duly stamped and signed". In case of non-submission of **Attachment – 2,** it is understood that bidder has not proposed any exception/deviation and has unconditionally accepted and agreed to comply with all terms and conditions of the tender without variation or modification.

2.1.8 Bids from agent / agent's representatives will not be accepted, unless backed by valid Letter of Authorization.

2.1.9 Bids submitted by fax will summarily be rejected.

2.1.10 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.

2.1.11 Bidders should indicate in their proposal the legal entity which will be executing the Contract. The Bid shall be duly signed and sealed by the Executive Officer / or the Authorized Representative of the Bidder's Organization/Company.

2.2 Specific Instructions

2.2.1 The Bidders Response Acknowledgment Form (as indicated in Attachment -1) must be completed and returned via Email within two (02) working days of receipt of Bid package. This is to alert GEL about the total number of expected responses.

2.2.2 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 GEL/Organization.

2.2.3 **Pre-Bid Meeting** shall be held as per details mentioned in Section-II to address the queries, if any, related to the Tender Document and Scope of Supply/Work.

2.2.4 A prospective Bidder requiring any information or clarification on the Tender Document should notify GEL in writing by e-mail/post/courier as mentioned in the Tender Document. All questions/queries should be received by GEL at least 02 (two) working days before scheduled

date of Pre-bid Meeting. Pre-bid Clarification format is enclosed at **Attachment-7**.

2.2.5 Though non-attendance of the pre-bid meeting shall not be a cause of disqualification of the Bidder, the Bidder should endeavor to attend the same.

2.2.6 Any Bidder, whether or not attending the Pre-bid meeting shall have no right whatsoever to raise any queries or concerns regarding any part of the Tender Document, post completion of 2nd day from the Pre-bid Meeting date. GEL shall not be liable to respond to any such communication received from any Bidder, subsequent to such defined time period.

2.2.7 The Bidders shall make available the services/material/equipment as specified in the Scope of Work of this Tender.

2.2.8 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, Witnessed Inspections, Painting, Documentation, Drawings, Data. Certification, Manuals, Instructions, Preservation and Protection Materials, or as called for in the Technical specification and Scope document etc.

2.3 Submitting of Bids

2.3.1 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 BQC mentioned in this tender document (Attachment – 6) and upload the same along with bid on (n)Procure portal.

2.3.2 A two-bid system shall be followed, i.e.

1. "Technical Unpriced Bid" and
2. "Commercial Price Bid".

The bids have 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
Web: https://tender.nprocure.com/

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

NOTE: BIDDERS WHO ARE NOT REGISTERED WITH (N) CODE SOLUTIONS MUST IMMEDIATELY VISIT THEIR WEBSITE: https://tender.nprocure.com/ 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.

2.3.3 **Submission of Bid Bond:**

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

Account Name	GEL 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 manoj@gujenergy.com and copy to 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 GEL office address as mentioned in Attachment 8, 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) GEL 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 document; or
  f) Seeks Variation or modification to the agreed terms and conditions or,
  g) Tries to influence GEL on bid evaluation, bid comparison or decision to award the contract.

Exemption of Bid Bond:

- BIDDER(s) eligible for exemption from payment of bid bond, as per Government of Gujarat rules, shall submit any of the below mentioned certificate/ proof/ document, valid as on the last date of bid submission, to substantiate the eligibility for exemption along with their bid within the bid submission deadline:
- Micro, Cottage and Small Enterprise having a registration number under -
  - Central Store Purchase Organization (CSPO) or
  - National Small Industries Corporation (NSIC)
  - Udyam Registration
  - Director General of Supply and Disposal
- Any other specific type of firms exempted as per the Procurement Policy of Government of Gujarat.
- Exemption cannot be availed by:
  - Firms registered as 'Medium' Enterprise under the Ministry of MSME (as per Udyam registration)
  - Traders/ distributors/ sole agent.

2.3.4 The "Technical Un-priced Bid" of the Bidder along with Bid Bond will be opened and shall be 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 GEL, then the "Commercial Priced Bid" will be opened and evaluated further.

2.3.5 In the "Technical Unpriced Bid", the bidder is required to submit upload all the information / documents as per the "Bid Qualification Criteria" & its exhibits **(Attachment – 6)** 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.

2.3.6 Bidder must review the Contract before providing details on the Commercial Part as specified in this TENDER DOCUMENT. Bidders shall be deemed to have understood and taken into account all the terms and conditions prescribed in the contract. Any clarifications must be sought through pre-bid clarification from the GEL. **No exceptions/deviations, including those pertaining to Clauses affecting prices shall be entertained. Bidders must submit the "No Exceptions Deviation Form (Attachment-2) duly stamped and signed".** In case of non-submission of Attachment–2, it is understood that bidder has not proposed any exception/deviation and has unconditionally accepted and agreed to comply with all terms and conditions of the tender without variation or modification.

2.3.7 **Deadline for Submission of Bids**

- Envelope super scribed with **Attachment 8 Cut-Out Slip for Bid Bond** must be received by the GEL at the address specified therein not later than the prescribed due date and time in the Invitation letter & Tender document.
- **Technical bid and Commercial bid** to be uploaded in the entirety on the (n)Procure portal before due date & time. **(No physical documents to be submitted except for Bid Bond if submitted in the form of DD & Bank Guarantee and authorization letter)**
- GEL 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 GEL & bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.3.8 **Late Bids**

GEL reserves the right to reject / accept the bid submitted after the deadline for submission of bids prescribed by the GEL pursuant to **Clause 2.3.7.**

2.3.9 **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**. GEL, however reserves the right to seek such extensions of the validity period as may be required. 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 initiated by the Bidder the quotation should automatically be extended for another 30 days or till the negotiations are completed and the Contract is signed. This shall be an important criteria for qualification and bids not meeting with this requirement may be summarily rejected.

2.4 Bid Bond and Technical proposal requirements: This stage shall contain the following documents as mentioned in the tender:

- Attachment 1: Acknowledgement
- Attachment 2: Proforma confirming No exceptions deviation taken
- Attachment 3: Bid Bond/ **Exemption**

  For the amount & in the manner specified in the tender clause. in case of Bank Guarantee (attachment-3) submitted as Bid Bond – BIDDER shall submit hard copy of original Bank Guarantee) with related document for exemption or RTGS/ NEFT/ details.

- In case of requesting bid bond exemption, bidder is required to provide the category in which requested exemptions along with valid documentary evidence of exemption of bid bond
- Exhibit A: Vendor registration form for New Vendor.
- Exhibit D: Self- Declaration Cum Undertaking that the Bidder shall not be on holiday list/ black-listed by GEL or any of the Group Companies of GEL.
  - In case there is/are any on-going and/or Past Litigation/Arbitration of BIDDER with, either GEL, or any of the GEL Group Companies, BIDDER shall attach/upload details/list of such Past as well as on-going Litigation/Arbitration Proceedings, which shall include the case no., date & year of filing litigation, the litigating parties, the subject matter of litigation, order(s) passed in litigation, present status of litigation, and the value of claim, if any.
  - Further, the bidder shall provide any additional details/clarifications as may be required by GEL in this regard in time bound manner.
  - In case any Partner/Director/Proprietor of BIDDER Firm is/are Relative(s) of or have any financial or business transactions with any Employee(s) of GEL, the same shall be notified/declared by the BIDDER. Further, in case such a conflict of interest arises post completion of tendering process or during the tenure of the Contract, the same shall be intimated to GEL.
- Exhibit C: Self- Declaration Cum Undertaking regarding unconditional acceptance of the entire scope of work.
- Technical Stage shall be opened first on (n)procure portal. In case of non-submission of required documents in Technical stage, bidder shall not be qualified for next stage and GEL reserves the right to dis-qualify such bidder.
- 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 and copy to alpeshshah@gujenergy.com.
- **The Bidder shall submit in the Technical Bid - all the information / documents to support the evaluation criteria as per specified in "Attachment-6" Bid Qualification Criteria. This part shall not contain price**
- The Bidder shall confirm in its Bid proposal that it has sufficient experience and resources for satisfactory completion of services / supply as per the Scope of work/supply, and that it will commit the resources needed to carry out the services/supply in a timely, work-man like and professional manner. The Bidder is to satisfy GEL regarding the Bidder's capabilities and experience by submitting the documents, certificates, supply records etc. as defined in the Scope of work/supply, 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 services / supply.
- The location and description of Bidder's facilities / base from where the Bidder plans to coordinate work must be indicated and should be available for inspection by GEL (if required).
- The Bidder shall ensure compliance with GEL's insurance and Bank Guarantee requirements as provided in this Tender and proposed Contract.
- **UNPRICED PART "TECHNICAL BID" to be uploaded on (n)Procure portal only (No physical Bids to be submitted)**

2.5 Commercial Proposal Requirements.

2.5.1 Prices quoted shall be in Indian Rupees only.

2.5.2 Prices should be quoted in Price Bid conforming to the format provided therein. Prices quoted in the bid shall be firm and binding for providing / supplying of agreed services / item / quantity & providing services or any additional quantity requested by GEL from time to time during the currency of the Contract and extension thereto from the date of signing of the Contract. No price escalation shall be allowed on whatsoever grounds.

2.5.3 This part shall contain **only price details and shall be as per the Format attached.**

2.5.4 The commercial bid must be strictly in accordance with the Schedule of Rate and Format contained in the Tender.

2.5.5 Price bids submitted in any other format and conditional price bids will not be considered for evaluation. Prices quoted in the bid shall be firm and binding for the agreed Contract period and extensions thereof.

2.5.6 Price bid is required to upload on (n)Procure portal with break up as per given format.

2.5.7 The price quoted shall be an all-inclusive price for completing the SOW in its entirety and that only GST would be extra.

NOTE:
PRICED PART "COMMERCIAL BID" to be uploaded on (n)Procure (No physical Bids to be submitted)
SCHEDULE OF RATES: THE BIDDER SHALL HAVE TO SUBMIT SCHEDULE OF RATES FOR EACH LINE ITEM OF THE RATE/PRICE SCHEDULE ONLINE ON THE PORTAL ONLY.

2.5.8 **Performance Bank Guarantee**: The successful bidder shall furnish to GEL a Performance Bank Guarantee for **05% of the estimated Contract Value (including applicable GST)** of the Contract awarded. The Performance Bank Guarantee is required to be submitted within 21 days of issue of the LOA/Contract, whichever is earlier. The Performance Bank Guarantee shall be in the format **(Attachment–4)** 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 or joint venture partner/collaborator**. The PBG shall be valid till 90 days beyond the Contract period & extension thereto

2.5.9 If the Contract is extended, the validity of the Performance Bank Guarantee must also be extended, by an equal duration. If the successful bidder does not submit the Performance Bank Guarantee as stipulated above, GEL reserves the right to cancel/terminate the award of Contract. The successful Bidder, by furnishing the Performance Guarantee, shall guarantee the performance of the Contract throughout its currency and extension thereto and shall also guarantee that the services so provided under the Contract shall be in strict conformity with the specification and scope of work. GEL reserve the 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 as per LOI/LOA/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 tools, machines, parts for the providing services are not fit for the performance of work.
- For breach of the Contract.

2.5.10 Bidders are required to submit the price bid/quote the price as per the format of **Section - IV "Price Schedule".** Whether separately stated or not, the rates & prices shall be inclusive of all associated costs for performance of the tendered services.

2.5.11 The bidders shall also furnish the realistic mobilization / delivery schedule for all the services offered as per this Tender 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/award of contract.

2.5.12 The bidders are required to quote as per the specifications and models requested in the tender.

2.5.13 Price in Words & Figures: In case of any discrepancy between words and figures, the prices in words shall prevail.

2.6 Inspection

Criteria for inspection - Conformance with Specifications and test reports as requested in the tender document.

2.6.1 GEL shall have a right/option to get the equipment's to be deployed under this contract for performance of the services as per the scope of work, or inspection from third party agency, as it may deem fit (as applicable).

2.6.2 It shall be the Bidder's responsibility to correct any deviations from specifications found during the inspection prior to shipment/mobilization. If the deviations / damage are found upon

receipt of the services / supply at site, the same should be replaced/rectified at no cost to GEL at the risk and cost of the Contractor.

2.7 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. The Bidder shall not unduly pre-pone the delivery schedule but will adhere to the schedule as specified. In an event of pre-poned/early delivery on the part of the bidder, GEL shall not be liable to pre-pone the payment. If Bidder has any reservations to this, he should clearly specify the same. Payment will be made within one (1) month after receipt of the material/services and certified undisputed invoices from the representative of GEL and as per terms of payment for services provided/landed acceptable quantity and/or phase wise schedule as defined in the Contract/Scope of Work.

2.8 Taxes and Duties and Approvals.

2.8.1 The Bidders shall quote their prices inclusive of any & all taxes and duties that are applicable, except Goods and Services tax (GST) which shall be paid extra at the prevailing rate. Bidder has to submit their SAC and HSN code along with technical bid. Bidder must clearly state the applicable GST rate which will be considered for payment of invoices.

2.8.2 Any variation in Goods and Service Tax, applicable in India as promulgated by Govt. during the execution of the Rate Contract / Service Order(s) shall be adjusted on either side upon scrutiny of proof of payment. Contract shall indemnify and hold harmless GEL Group from all taxes and duties and any interest and penalties thereon. GEL shall deduct withholding taxes from all payments due to the Contractor as per prevailing laws.

2.8.3 Bidder shall be responsible to obtain at its own cost, all required Permits / Consents, wherever applicable and required for the performance of the Bidder's obligations under the Contract, from the Government of India/ concerned State Governments, authorities or agencies or political sub-division thereof including any for exemption/concession of custom duties on material/equipment imported into India. GEL will provide reasonable assistance wherever required, but all expenses related to obtaining such Permits, Consents shall be to the Bidder's account.

2.9 Change Orders

GEL shall have the right to make any changes, including additions to or deletions from the quantities originally ordered or in the specifications. The negotiated/quoted rates shall be valid & firm for period of the contract (Term of Contract) and/or any extension thereto.

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

2.10 Delivery/Mobilization Time

Time is of essence of the contract and Bidder shall perform the Work and Services diligently in accordance with the agreed mobilization time by GEL. Bidder is required to confirm the mobilization of services in terms of No of days. Bidder's promised mobilization period as per Mobilization Schedule. In the event it becomes apparent that the mobilization 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 shall be applicable along with other contractual provisions.

2.11 Right to accept or reject Bids

2.11.1 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.

2.11.2 GEL reserves the right to reject any and all Bids or to partially award the Supply / Work or to enter into a Contract for the Scope of Supply/Work indicated in the Tender with two (2) or more Bidders to get maximum advantage to GEL.

2.11.3 Also GEL reserves the right to reject any or all the bids solely based upon the past unsatisfactory performance by the bidder/bidders in GEL, and the opinion/ decision of GEL regarding the same being final and conclusive.

2.12 Signing of Contract / Service Order Agreement

The successful Bidder shall be required to sign a Contract/Work Order (hereinafter referred to as the **"Contract"**) as per the terms & conditions contained in the Model Contract attached with the tender along with the per pre-bid and post bid clarification/amendment/addendum issued by the GEL**.**

GEL reserves the right to enter into a Contract for all or part of the services/ materials / equipment as specified in Tender with either one or more than one bidder to get the services / material as per the requirement of GEL.

2.13 Use of English Language

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

2.14 Services/Materials

All SERVICES/MATERIALS (equipment) provided/supplied must meet the requirements of the applicable codes and Technical specifications of the scope of work of Tender.

2.15 Contract and other terms

- GEL and or its representative reserves the right to make any changes, including additions or deletions from the quantities originally declared or estimated. GEL reserve the right to change in the specifications of particular services/material on mutually agreed terms and conditions and the rates.
- For any of the services / items as included in the Contract with the one or more Contractors, GEL may issue separate Callout / Services/ Purchase Orders for the required services/items from time to time at the agreed rates and terms & conditions mentioned in the Contract.
- 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.
- GEL reserves the right to split the award or to enter into a separate Contract for the Scope of work/supply indicated in the Tender with two (2) or more Bidders to get maximum advantage to GEL.
- It is mandatory for successful Contractor to comply with applicable laws, including meet with the following Mandatory requirements under various laws / enactments from time to time, where applicable.

Mandatory Requirements

1. <u>As per the Labour enactments</u>:
   Regular compliance to Minimum Wages Act, no dues to the Employees who have resigned or whose services are terminated, engaged by the contractors regarding payment of Wages, service compensation, Bonus, Gratuity, Unavailed Leave salary, Notice pay & etc.
2. <u>Provident Fund Act</u>:
   Self-certificate by the employer certified by Chartered Accountant that no dues are pending towards Payment of PF Contribution from the Employer & Employee in respect of all the employees of Service Organizations.
3. <u>ESI Act:</u>
   Self-certificate by the employer certified by Chartered Accountant that no dues of payment of ESI contribution from the Employer & Employee in respect of all the employees of Service Organizations

2.16 Confidentiality of Bidding Document

The bidding document is and shall remain the exclusive property of the GEL without any right to bidders to use them for any purpose except for the purpose of bidding. Further, it should be understood that the information therein is confidential, and that the bidding documents are therefore being furnished in the strictest confidence.

2.17 Notwithstanding any information and data, which may be contained in this Tender Document, the Bidder has to make independent inquiries and generally obtain its own information on all matters that may in any way affect prices, risks and obligations of the Contractor under the Contract. It will be imperative on each Bidder to, at its cost and responsibility, fully inform itself of all local conditions and factors, which may have any effect on the execution of the Works, covered under these Specifications and Tender Documents. In their own interest, the Bidders are requested to familiarize themselves with the Income-Tax Act, 1961; The Companies Act, 1956; Customs Act, 1962; Indian Boiler Regulations, Electricity Laws, Labour Laws, Goods and Service Tax Regulations, Works Contract Tax and other related acts, rules, regulations and laws prevalent in India read in conjunction with the amendments issued, if any.

2.18 Modifications and Withdrawal of Bids

1. A Bidder may not modify a Bid subsequent to its submission. No Bidder shall submit any modified price Bid subsequent to the submission of the Bid, except in circumstances specified by GEL in this regard in the Bid Document.
2. No bid shall be modified after the deadline for submission of Bids
3. The bidder is expected to examine the bidding document including all instructions, forms, terms, specifications and drawings in the bidding document. Failure to furnish all information required as per the bidding document or submission of a bid not substantially responsive to the bidding document in every respect would result in rejection of the bid.
4. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder in the Bid form.

2.19 Amendment of Bidding Document

a) At any time prior to the deadline for submission of the bids as well as up to bid opening, GEL may, for any reason whether at its own initiative or in response to a clarification requested by the bidders, modify the bidding document by amendment duly notified in writing.

b) The amendment shall be part of the bidding document and will be notified to all bidders who have received the bidding documents. The bidders will be required to acknowledge receipt of any such amendment to GEL within the stipulated time in writing.

2.20 Throughout these bidding documents, the terms bid and tender and their derivatives (bidder/tenderer, bid/tendered, bidding/tendering, bid documents/ tender document etc.) are synonymous.

2.21 One Bid per Bidder

A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid, directly or indirectly, will result in disqualification of all the proposals, in which the Bidder has participated. Alternative bids are not acceptable. By way of abundant caution, it is clarified that bids submitted by the partnership firm/proprietary firm having one or more common partner/same proprietor would be treated as submission of multiple bids by the same bidder resulting in disqualification of all such bids.

SECTION - III
SCOPE OF WORK AND TECHNICAL SPECIFICATION

Testing & Calibration of Gas Flow Meter

GEL is carrying out Oil & Gas production operations at various Onshore Blocks namely: Ahmedabad Block (CB-ONN-2000/1 & RFPSC), Tarapur Block (CB-ON/2 & RFPSC), Ankleshwar Block (CB-ONN-2003/2), Sanand Miroli Block (CB-ONN-2002/3. Handling and management of Oil & Gas production is being done through surface production facility such as Early Production System/ Quick Production System / Well Head Installation ("EPS/QPS/WHI") created at each of the fields under various blocks.

At each production installation GEL has installed Gas Flow Meters for real time measurement of flow rate of natural gas, differential pressure and temperature in natural gas flow line and they require periodic calibration to ensure error free real time data and to comply with statutory requirement. GEL intends to hire/avail services of the contractor for Gas Flow Meter calibration who has proven track record onsite calibration.

I. **Objective:** Onsite Calibration of Gas Flow Meter
II. **Frequency of Calibration:** Every Six Months.
III. Calibration of Gas Flow meter with reference to master instruments certified by NABL (National Accreditation Board for Testing and Calibration) accredited Laboratory for establishing accuracy in Gas Flow Measurement.

The scope of work for calibration of Gas Flow Meter shall include but not be limited to the following:

1. Calibration of Differential Pressure (DP) Transmitter
2. Calibration of Static Pressure/ Gauge Pressure Transmitter
3. Calibration of Resistance Temperature Detector (RTD)
4. Incorporation/correction of all input parameters so as to get accurate output readings in flow meter as witnessed by GEL personnel.
5. Submission of calibration certificate (sample format is enclosed as Annexure-I-III) as per NABL recommendation with all requisite details and reference certificate of Master Instruments.

Gas Flow Meter Details: Standard Gas Flow meters (Make: Emerson Bristol Control Wave GFC/ Emerson FloBoss & Model FB-1100/ FB1200/ FB107) are installed at various Onshore Production Installations for measuring Gas production from Oil & Gas wells and its sale to buyers as per following:

SN	Block	Field	GFM Make/Model	GFM Quantity (Nos.)
1	Ahmedabad	Ingoli Field (PK#2 EPS)	Emerson /FB -1100	1
			Emerson/ FB -1200	1
		PK#1 WHI (Future Requirement)	Emerson /FB -1100	1
		Sanand East Field	Emerson /FB -1200	2
2	Ahmedabad RFPSC	Balpura (Future Requirement)	Emerson /FB -1100	1
3	Tarapur	Tarapur Field	Emerson /FB-1100	5
			Emerson /FB-107	2
4	Tarapur RFPSC	Tarapur Field (Future Requirement)	Emerson /FB -1100	2
5	Sanand Miroli	Sanand Field Part A	Emerson /FB -1100	2
6	Ankleshwar	Ank#21 Field	Emerson /FB -1100	1
		Ank#40S Field	Emerson /FB -1100	1
			Total	16

Note: Vendor has to attend the maximum no. of meters at each site so as to minimize manpower & transportation cost and accordingly quote the best rate.

Site Address Details		
SN	**Block**	**Address**
1	Ahmedabad	**Ingoli Field:** Village: Pissawada, Taluka: Dholka, District: Ahmedabad, Gujarat PIN: 382265
		Sanand East Field : Village: Ghuma, Taluka: Dascroi, District: Ahmedabad, Gujarat PIN: 382265
2	Ahmedabad RFPSC	**Balpura Field :** Village: Balpura, Taluka: Dholka, District: Ahmedabad, Gujarat PIN: 382265
3	Tarapur	Village - Milrampura, Taluka: Tarapur, District: Anand, Gujarat, PIN: 388180
4	Tarapur RFPSC	Village : Kandhroti/Limbasi/ Ratanpur Taluka: Borsad/ Matar Dist: Anand/Kheda, State: Gujarat
5	Sanand Miroli	**Sanand Field Part A:** Village : Manipur, Taluka: Sanand, District: Ahmedabad, Gujarat, PIN: 382110
6	Ankleshwar	**Ank#21 Field:** Village: Juni Diwi, Taluka: Ankleshwar, District: Bharuch, Gujarat, PIN: 393001
		Ank#40S Field : Village: Juni Diwa, Taluka: Ankleshwar, District: Bharuch, Gujarat, PIN: 393001

ANNEXURE – I

Calibration Certificate of Pressure Transmitter
(On Letter Head of the Vendor)

Meter ID	:	Location	:
Calibrated for	:		
Certificate No.:		Sr. No.	:
Calibration Date	: DD/MM/YYYY	Range	: 0 to 8 Kg/cm^2
Calibration Due	: DD/MM/YYYY	Resolution	: 0.001 Kg/cm^2
Make	: Bristol Babcock	Ambient Temp.	: 28 ± 1 ˚C
Model No.	:	Relative Humidity	: 35 ± 5 %
Type	: Diaphragm		

Calibration Standard Used & Traceability

Equipment used	:	Accuracy	: ± 0.025 % FS
Make	:	Calibrated by	:
Sr. No.	:	Certificate No.	:
Range	:	Calibration Date	:
Traceability	:	Calibration Due	:

CALIBRATION RESULTS:

Master Gauge Reading (Y) in Kg/cm^2	Inst. Under Test Reading (X) in Kg/cm^2		Error (X-Y) in Kg/cm^2		Accuracy in % of span (X-Y)/Span *100	
	Up Scale	Down Scale	Up Scale	Down Scale	Up Scale	Down Scale

Remarks:

Calibrated By: Name and Signature
(With Vendor Seal)

Approved By: Name and Signature

ANNEXURE – II

Calibration Certificate of Differential Pressure Transmitter
(On Letter Head of the Vendor)

Meter ID	:	Location	:
Calibrated for	:		
Certificate No.	:	Sr. No.	:
Calibration Date	: DD/MM/YYYY	Range	: 0 to 2000 mmWC
Calibration Due	: DD/MM/YYYY	Resolution	: 0.1 mmWC
Make	: Bristol Babcock	Ambient Temp.	: 28 ± 1 ℃
Model No.	:		
Type	: Diaphragm		

Calibration Standard Used & Traceability

Equipment used	:	Accuracy	: ± 0.025 % FS
Make	:	Calibrated by	:
Sr. No.	:	Certificate No.	:
Range	:	Calibration Date	:
Traceability	:	Calibration Due	:

CALIBRATION RESULTS:

Master Gauge Reading (Y) in mmWC	Inst. Under Test Reading (X) in mmWC		Error (X-Y) in mmWC		Accuracy in % of span (X-Y)/Span *100	
	Up Scale	Down Scale	Up Scale	Down Scale	Up Scale	Down Scale

Remarks:

Calibrated By: Name and Signature
(With Vendor Seal)

Approved By: Name and Signature

ANNEXURE – III

CALIBRATION CERTIFICATE OF DIGITAL TEMPERATURE INDICATOR
(On Letter Head of the Vendor)

Meter ID	:	Location	:
Calibrated for	:		
Certificate No.	:	Sr. No.	:
Calibration Date	: DD/MM/YYYY	Range	: 0 to 100 °C
Calibration Due	: DD/MM/YYYY	Resolution	: 0.001 °C
Make	: Bristol Babcock	Ambient Temp.	: 28 ± 1 °C
Model No.	:	Relative humidity	: 35 ± 4
Type	: Diaphragm		

Calibration Standard Used & Traceability

Equipment used	:	Accuracy	: ± 0.025 % FS
Make	:	Calibrated by	:
Sr. No.	:	Certificate No.	:
Range	:	Calibration Date	:
Traceability	:	Calibration Due	:

Calibration Results:

Master Gauge Reading (Y) in mmWC	Inst. Under Test Reading (X) in mmWC		Error (X-Y) in mmWC		Accuracy in % of span (X-Y)/Span *100	
	Up Scale	Down Scale	Up Scale	Down Scale	Up Scale	Down Scale

Remarks:

Calibrated By: Name and Signature
(With Vendor Seal)

Approved By: Name and Signature

Section - IV
[Price Schedule]

FOR TESTING AND CALIBRATION SERVICES OF GAS FLOW METERS AT PRODUCTION FACILITIES

Sr. No.	Item Description	UoM	Estimated Qty for two years	Unit Rate (Rs.)	Total Amount (Rs.)
1	**Calibration of Gas Flow Meters**				
	i) Ahmedabad Block				
	Ingoli Field	EA	12		
	Sanand East Field	EA	8		
	ii) Ahmedabad RFPSC Block	EA	4		
	iii) Tarapur Block	EA	28		
	iv) Tarapur RFPSC Block	EA	8		
	v) Sanand Miroli Block	EA	8		
	vi) Ankleshwar Block	EA	8		
2	**To & Fro Cost of Crew and equipment to site**				
	i) Ahmedabad Block				
	Ingoli Field	EA	4		
	Sanand East Field	EA	4		
	ii) Ahmedabad RFPSC Block	EA	4		
	iii) Tarapur Block	EA	4		
	iv) Tarapur RFPSC Block	EA	4		
	v) Sanand Miroli Block	EA	4		
	vi) Ankleshwar Block	EA	4		
	Total Amount (Excl. of GST)				
	SAC/HSN CODE			_____	
	APPLICABLE GST RATE			_____ **%**	

*Rates are inclusive of all taxes, duties, cess, permits, insurance, etc. except GST. GST shall be paid extra as per prevailing applicable rates.

SECTION - V
MODEL CONTRACT

SCHEDULE "A" – MODEL CONTRACT

This Contract (hereinafter referred to as "Contract") is made and entered into this ___day of _____ month, 2026 between

(i) **Gujarat Energy Limited** (**GEL**) a Company incorporated under the erstwhile Companies Act, 1956 having its registered office at Gujarat Energy Bhavan, Sector-11, Gandhinagar – 382 010, Gujarat, India as operator of **CB-ONN-2000/1 – Ahmedabad (Old PSC & RFPSC), CB-ON/2 – Tarapur (Old PSC & RFPSC), CB-ONN-2002/3 – Sanand Miroli, CB-ONN-2003/2 Ankleshwar Block in Gujarat, India** (hereinafter referred to as "GEL" which expression shall include all its legal successors, executors and assignees) of the one part,

and

(ii) **ABC Limited**, a Company incorporated under the laws of ____ and having its Registered office at _____ (hereinafter referred to as "Contractor" which expression shall include its legal successors and permitted assignees) of the other part.

Each of GEL and the Contractor shall individually be referred to as "Party" and collectively as "Parties".

RECITALS:

WHEREAS:

A. GEL, in its capacity as the Operator on behalf of its joint venture partners, desires to hire/avail Services for Testing & Calibration of Gas Flow Meter installed at various Production Facilities of GEL Operated Blocks as specified by GEL in the **Tender: GEL/PRD/Gas Flow Meter/2026-27/643-A** dated _____, in the State of Gujarat for: **CB-ONN-2000/1 – Ahmedabad (Old PSC & RFPSC), CB-ON/2 – Tarapur (Old PSC & RFPSC), CB-ONN-2002/3 – Sanand Miroli, CB-ONN-2003/2 Ankleshwar Block** as set forth hereinafter on Callout basis; and

B. The Contractor is engaged in the business of providing **Testing & Calibration of Gas Flow Meter Services on Callout basis**. The Contractor had participated in the above referred Tender and has submitted their offer vide their Bid dated ----------including its amendments, if any and the CONTRACTOR has agreed to provide such services on and subject to the terms and conditions hereinafter contained.

C. The Contractor represents that it is engaged in the same business and has adequate resources along with required equipments (fit for purpose) as required for performance of work as per the Scope of work, of this tender and fully trained personnel capable of efficiently operating such equipments; and is ready, willing and able to provide Testing & Calibration of Gas Flow Meter Services installed at various Production Facilities of GEL Operated Blocks in Gujarat as per the scope of work of the tender document.

D. Pursuant to the above, GEL has awarded the work to the Contractor and has placed Letter of Award no. _____ dated _____to for _____services as per the scope envisaged in this Document.

E. The Contractor has familiarized itself with the working environment and 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 provide **Services for Testing & Calibration of Gas Flow Meter installed at various Production Facilities of GEL Operated Blocks** for Onshore wells at CB-ONN-2000/1 – Ahmedabad (Old PSC & RFPSC), CB-ON/2 – Tarapur (Old PSC & RFPSC), CB-ONN-2002/3 – Sanand Miroli, CB-ONN-2003/2 Ankleshwar Block through skilled and experienced personnel required to perform such services ("all Services") (fit for purpose to carry out the Scope of Work defined and described elsewhere in the Contract) in accordance with the terms and conditions of the Contract and, in consideration of its due performance and completion of all service to the satisfaction of GEL, GEL agrees to pay the Contractor in accordance with the terms and conditions herein contained.

2. 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.

3. Effective Date: The Contract shall be deemed to be effective from date of issuance of the Work Order/Purchase Order/LOA or signing of contract, whichever is earlier, by GEL ("Effective Date") and the Rates, terms and conditions will remain same and effective for the entire Contract Period including extensions (if any).

4. The Contractor shall, subject to the terms and conditions of this Contract perform the Services so as to achieve completion of the Testing & Calibration of Gas Flow Meter installed at various Production Facilities of GEL Operated Blocks **Services** on Callout basis in Gujarat and/or any other location in accordance with the terms and conditions of the Contract to fulfil the requirements of GEL.

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 Ltd.,	*ABC Ltd.*
Name:	*(_____)*
Title:	
Date: ……	*Date: ……*
Witness:	*Witness*
1._____	*1. _____*

SECTION – VI
GENERAL TERMS AND CONDITIONS OF CONTRACT

The Following terms and conditions will be a part of Contract.
In this contract (as herein after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise require.

A. DEFINITIONS & INTERPRETATIONS

1.1 Definitions

In the Contract the following words and expressions shall, unless the context otherwise requires, have the following meanings:

1.1.1 **"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.

1.1.1 **"Approve", "Approval", "Approved" and "Directed"** - means the approval or direction in writing by GEL Representative or GEL persons deputed / authorized by GEL for the purpose.

1.1.2 **"Applicable Laws"** means all laws, promulgated or brought into force in the whole or in part of territory of India, including regulations, bye-laws, and rules made thereunder, judicial or quasi-judicial decree, order or notification enacted, issued or modified by any Government including amendments thereof, and, as may be in force and effect during the subsistence of this Contract.

1.1.3 **"Claims"** shall mean and include all actions, proceedings, suits, demands, liabilities, damages, losses, costs, charges, expenses and fines.

1.1.4 **"GEL"** shall mean Gujarat Energy Limited, having its Registered office at Gujarat Energy Bhavan, Sector-11, Gandhinagar-382 010, Gujarat, India and includes its successors and assigns.

1.1.5 **"GEL Group"** shall mean GEL, its affiliates their contractors, subcontractors and equipment vendors of any tier, its Co-ventures, their personnel, officers, directors, employees and agents but excluding Contractor Group.

1.1.6 **"CONTRACTOR"** shall mean the person or the persons, firm or company whose bid has been accepted by the GEL having its registered office/head office at _____ and includes the CONTRACTOR's legal representatives, his successors and permitted assignees.

1.1.7 **"Contractor Group"** means Contractor, its affiliates, their contractors, subcontractors and equipment vendors of any tier, their personnel, officers, directors, employees and agents but excluding Company Group.

1.1.8 **"Contract**" shall mean contract entered into between GEL and Contractor for _____ services at the terms and conditions set out herein, along with all the exhibits, attachments, appendices, schedules, annexures etc. hereto including the instructions to the bidders, General Terms and Conditions, Specifications, Scope of work, etc. as contained in the Tender No.: GEL/PRD/Gas Flow Meter/2026-27/643-A along with Letter of Award and/ or any amendments agreed and issued subsequently.

1.1.9 **"GEL Indemnified Parties"** shall mean all or any of GEL, its Co-ventures, 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.

1.1.10 **"GEL Representative"** - means the person or persons expressly designated in writing by GEL, who signs the Contract on behalf of the GEL or any other person authorized/nominated in writing by GEL to act on behalf of GEL and / or to perform the duties.

1.1.11 **"Contract Value"** shall mean, for the purpose of calculation of the Performance Bank Guarantee Amount, levy of liquidated damages and for the purpose of indemnities, the estimated value calculated based on amount to be incurred by GEL for the entire duration of the Contract as per

the Schedule of Rates (price quoted multiplied by tendered quantities if applicable) including but not limited to the Mobilization Charges, Demobilization Charges, ILM charges Standby Charges, Operating Charges, Lumpsum Charges, Redress Charges, inspection charges, certification etc. as 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.

1.1.12 **"Contractor's Equipment"** shall mean all equipments deployed by the Contractor along with auxiliary equipments, tools, spare parts, items of plant, facilities, miscellaneous materials, and consumables more particularly described in the Scope of Work for performance of work as per the Scope of Work of this Contract.

1.1.13 **"Demobilization"** shall mean the release, at a location designated by GEL, of all of the Contractor's Equipment/vehicle and personnel.

1.1.14 **"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, or any other governmental entity, instrumentality, agency, authority, corporation, committee, or commission under the direct or indirect control of any such governmental authority, having jurisdiction over the work performed under this Contract.

1.1.15 **"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, proprietary information and know-how and any similar rights.

1.1.16 **"Performance Bank Guarantee"** means the bank guarantee that is to be furnished by the Contractor from a Bank of repute specified in the Attachment-4 hereto and acceptable to GEL for percentage (%) as specified in Performance Bank Guarantee Clause to guarantee performance in accordance with the terms and conditions under the Contract.

1.1.17 "**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.

1.1.18 **"Rates or Rate"** shall mean the applicable rates of compensation to the paid to the Contractor for the equipment/services provided/performed hereunder as set forth in the respective price schedule/Rate Schedule.

1.1.19 **"Mobilization"** shall mean when the Equipment (fit for purpose) required to carry out the work along with personnel as required under the Scope of Work has been mobilized at GEL designated location and are ready to start the operation.

1.1.20 **"Willful Misconduct"** means Intentional disregard of Good Oilfield Practice or proper conduct under the Agreement with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

1.1.21 **"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.

1.1.22 **"Good 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;

1.1.23 **"Third Party"** shall mean a person/entity which is not included in GEL Group or Contractor Group.

1.1.24 **"Effective Date"** shall be the date of issue of Letter of Award/Work Order/Purchase Order issued by GEL or signing of the Contract, whichever is earlier.

1.1.25 **"Term of the Contract"** shall mean the duration of the Contract consisting for period of 24 months starting from the Effective Date, with an option to extend for a further period of 6 months or till completion of work, whichever is later.

1.1.26 **"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 GEL, in accordance with its terms, whichever occurs first.

1.1.27 **"Work"** shall mean the all work, services, duties, obligations (including their related operations and their physical products) performed by the Contractor which includes provision of all auxiliary equipment, spares, materials, personnel and technical services & support and any other activity necessary for the performance of Services on the Work Site / Work Location or base in accordance with the scope of the work (including mobilization before the Commencement Date and demobilization after any termination or completion of the Contract) as defined in the Contract.

1.1.28 **"Work Site / Work Location" or "Designated Location"** shall mean the lands and waters and other places on, under, in or through which the Works are to be carried out and any other lands, waters or places approved by GEL for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

1.1.29 **"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 Engineer-In-Charge and/or GEL, in accordance with the terms of this Contract. The terms of the present arrangement would be binding on such Sub-contractor and the Contractor shall be responsible to indemnify and hold harmless GEL of any of the acts/deeds of such Sub-contractor engaged by him.

1.2 Interpretation of Contract Documents

i) 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.

ii) Unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

iii) Any work order (s) issued pursuant to this document shall be deemed to be an integral part of this contract and governed by the terms & conditions of this contract document unless specifically provided otherwise.

iv) In case of any discrepancy with respect to interpretation of any of the clauses in this document, the interpretation of GEL shall be final and binding.

v) 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.

vi) **Headings:** The headings and sub-headings in the Contract are for convenience only and do not form part of the Contract and shall not govern or affect the interpretation of the Contract.

vii) **Instructions:** All instructions, notices, agreements, authorizations, approvals, and acknowledgements shall be in writing and in English language. Verbal instructions will not be considered authentic, unless confirmed in writing. Any verbal instruction shall be confirmed in writing at the earliest, provided that, if the Contractor confirms in writing any such verbal instruction, which is not contradicted in writing by GEL in reasonable time, it shall be deemed to be an instruction in writing by GEL. Vice versa shall also apply.

viii) **Statutes:** Any reference to statute, statutory provision shall include any re-enactment or amendment thereof for the time being in force.

ix) 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 Price / 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 GEL shall be final and binding.

I. Scope of Work and Technical Specifications:

The brief Scope of work & specifications shall be as per "**Section – III"** attached herewith.

II. Contract Price:

"Contract Price" means lump sum prices and/or rates of payment specified in **Section IV** and as may be indicated in the LOA / contract, which GEL shall compensate to Contractor for the actual work executed/ completed and certified by GEL subject to any additions/deletions thereto in accordance with the provisions of the Contract.

Upon completion the above-mentioned work, and particularly described in the Scope of Work, GEL shall pay the Contractor for actual hire work done and on the basis of rates mentioned in the Rate Schedule Section – IV attached herewith and upon submission of the supporting documents.

The Rates mentioned in "**Section-IV"** shall be firm and fixed throughout the currency of the Contract/ period and any extension thereof, and no price escalation on whatsoever ground shall be allowed.

III. Contract Period:

This Contract shall be deemed to have come into effect and shall be binding on the Parties from the Effective Date and shall remain in effect and be valid till the expiry of 24 months. GEL reserves the right to extend the Contract for a further period of 6 months or till completion of work, whichever is later. Contractor shall perform the services at the same rates, terms and conditions throughout the term of the Contract. Time is the Essence of the Contract.

IV. Terms of Payment:

Unless specified otherwise, GEL shall release payment within 30 days upon receipt of the undisputed and certified invoice. Invoice will be raised in the month following the month in which the services were performed based on the Rates, measurements and quantities verified and certified by GEL Representative. Invoice should be raised based on the certification of work completion/services performed duly certified by GEL representative. Contractor shall submit all the supporting documents along with the invoice as requested by GEL, evidencing the performance of work as per Scope of Work and in accordance with the applicable laws. Unless all the queries raised by GEL are resolved, the payment shall not be released.

It may be noted that GEL shall not accept any additional claim for payment for the work done outside the Scope of Work, which is not certified and approved by GEL representative.

Each invoice shall carry GST number of both GEL and Contractor. GEL GST Registration Number is **24AAECG8093Q1ZW**. No invoices shall be processed for payment unless the GST number is captured in the invoices. No interest shall be payable by GEL for any reason whatsoever.

Invoicing Procedure

For the completed Work against the Contract, the Contractor shall be required to maintain the Log sheets/Job Reports that will capture the Contract Items/Quantity. The Log sheets / Job Reports shall be jointly certified and accepted by GEL and Contractor Representatives. Final Invoice for the Work shall be prepared based on such Log sheets/Job Reports only and the original Log sheets / Job Reports shall be attached and sent along with the Invoice for payment. Any Invoice received by GEL without the approved Log Sheets/Job Reports shall be returned to the Contractor without further processing. Contractor shall be required to submit a Revised Invoice with a Revised date along with the Original Log Sheets/Job Reports.

The Contractor shall submit to GEL a correct and agreed / undisputed Monthly invoice in the first week of subsequent month detailing the amounts chargeable by the Contractor in respect of the Work completed. Each Invoice shall:

(a) bear the Contract Number and Block/Site description;
(b) be accompanied by a copy of Work Order/Callout, Original Log sheets/Job Reports, acknowledged EPF payment proofs, ESI payment proofs & other supporting evidence
(c) contain details of bank account.
(d) contain PAN & GST NO/SAC NO/GST NO OF GEL.

Invoices shall be addressed to: **DGM (Drilling)** Gujarat Energy Limited, Invoices shall be submitted to: Central Invoice Desk, F&A Department, Gujarat Energy Limited, Gujarat Energy Bhavan, Behind Udyog Bhavan, Sector – 11, Gandhinagar – 382 010, Gujarat, India in full respect. No interest shall be payable by GEL to the Contractor for any reason whatsoever.

WITHHOLDING PAYMENT

GEL shall have a right to withhold part or whole of any payment claimed by the Contractor, which in GEL's opinion is necessary to protect itself from loss on account of any dispute between the parties including but not limited to the following:

a) Failure by the Contractor to indemnify GEL as agreed hereto or,
b) Damage to GEL' Property or to its to other Contractors or,
c) Failure to meet mutually agreed schedules.
d) Breach of any terms or conditions of Contract or
e) Performance of work in a manner which is contrary to the conditions laid down in the Scope of Work or contract or against the instructions issued by GEL.

However, when the grounds for withholding payments are removed or dispute is resolved, GEL shall make payments of the amount due to the Contractor without any delay. No interest shall be payable by GEL on such withholding payments at the release of payments.

Notwithstanding anything to the contrary, the Contractor shall not be entitled to any payment in the following events:

- Breakdown/Malfunction – No payment shall be made for the duration when the equipment deployed by the Contractor breaks down and/or there is a delay on account of such breakdown.
- Replacement: Operations are delayed due to waiting for replacement of Equipment or personnel.
- Technical Breach: Failure to meet technical requirements as per the Scope of Work.
- Breach of Contract – Non-compliance with the terms and conditions of this Contract.
- Breach of any other applicable laws.

V. Performance Bank Guarantee:

The Performance Bank Guarantee is required to be submitted within Twenty-one (21) days of the issue of LOA/Work Order/Contract, whichever is earlier, The Contractor shall present to GEL a Performance Bank Guarantee in the form of an irrevocable, unconditional, payable on first demand by GEL, divisible bank bond in the format of Attachment-4 issued by an approved bank as per the list of Bank attached. Failure to comply with this condition will constitute grounds for termination of the award/ Contract. The Performance Bank Guarantee shall be for **05% of the Contract** Value (including GST). The Performance Bank Guarantee shall be valid till 90 days beyond the Contract period & extension thereto. If the Contractor does not submit the Performance Bank Guarantee as stipulated above, GEL reserves the right to cancel/terminate the Work Order/LoA/Contract and forfeit the Bid Bond.

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 and shall satisfactorily perform in accordance with the scope of work of this Contract, 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 its obligations against the Contract terms and conditions at any point of time during the Contract period and in accordance with the scope of work.

GEL shall not be liable to pay any Bank Charges, Commissions, or Interest on the amount of Performance Bank Guarantee. The Performance Bank Guarantee provided by the Contractor is intended to operate as security for amounts (including damages where applicable) which becomes payable by the Contractor 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, GEL shall be entitled to invoke the performance bond, in the event of breach of the provisions of the WO/Contract. The Performance Bank Guarantee shall remain at the entire disposal of GEL as Security for the satisfactory commencement, performance and completion of the Scope of Work under the conditions of the Contract including recovery of amounts due to GEL from the Contractor arising out of this Contract under whatever head.

The Performance Bank Guarantee shall be replenished to its original level every time any withdrawal is made on them by GEL. GEL reserve the 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 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 equipment for providing services are not fit for the performance of work.
- If the Contractor fails to protect GEL for which GEL is indemnified by the Contractor under this Contract.
- If the materials used for the performance of services as per the Scope of Work are sub-standard or not as per the specifications as laid down in the Scope of Work.
- If Contractor is in breach of Contract.
- Breakdown/Malfunction of equipment and/or there is a delay on account of such breakdown.
- Delay due to waiting for replacement of Contractor's Equipment or personnel.
- Breach of Contract – Non-compliance with the terms and conditions of this Contract.
- Breach of any other applicable laws.

VI. General Terms & Conditions:

All our other General Terms and Conditions applicable to this Contract shall be as here below:

1. **Entire Agreement:** This 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 amendments shall be effective unless issued in writing and agreed by both the GEL and Contractor.

2. **Assignment and Sub-Contracting:** Contractor shall not assign or sub-contract this Contract/Work/Purchase/Service Order or any rights or obligations in whole or in part, to any third party hereunder 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.

   Notwithstanding any sub-contracting or sub-letting of the Work, the Contractor shall be solely responsible for the Works in all respects as if such sub-contracting had not taken place and as if such Work had been done directly by the Contractor. Also, in no case sub-contractors, shall pass on any claim/ liability to GEL. In case any Claim/ liability of whatsoever nature is passed over to GEL, the Contractor shall indemnify GEL for all costs of any kind/ nature incurred by GEL along with interest, compounded on a monthly basis at the rate of SBI MCLR

3. Warranties and Remedies

3.1 The Contractor represents and warrants that it has full understanding and knowledge of the nature and extent of the Scope of Work and services required to be performed hereunder, and that it has satisfied itself completely as to the conditions under which the Work are to be performed, including but not limited to means of access, conditions affecting performance of service, personnel and facilities required for the Work, the correctness and sufficiency of the rates and prices in **Price Schedule** for performance of the Work as well as the conditions under which the Work are to be performed including, but not limited to local rules and regulations which may affect, the provision of Work as per the Scope of Work of this Contract.

3.2 Contractor represents and warrants that it is lawfully registered, domiciled and fully qualified to do business and it has or shall obtain, at its sole cost, all necessary permits and licenses required under Applicable Laws to commence, continue and complete the Work in accordance with the provisions of this Contract.

3.3 Contractor shall diligently perform the Work in a skillful and workmanlike manner and in accordance with the established Good Industry Practices throughout the term of the Contract and the Contractor shall carry out all of its obligations under the Contract and shall execute the Work with all due care and diligence and with the skill to be expected of a Contractor of repute and experience in the types of work to be carried out under the Contract in accordance with Good Industry Practices and as per the scope of work of this contract.

3.4 Contractor represents that is it is engaged in such specialized operations and represents that it has adequate resources, service capability and personnel in accordance with Good International Petroleum Industry Practices and shall perform the Work strictly in accordance with this Contract as described in Scope of Work and shall comply with and adhere strictly to GEL's instructions and directives on any matter concerning the Work. Failure to comply with the warranties stipulated under this contract shall amount to breach of Contract.

3.5 Contractor agrees to comply with and shall ensure that its Personnel & Sub-contractor's Personnel, comply with all Applicable laws, International / Indian codes, rules, regulations and specifications applicable to the Equipment and Services. All Equipment, materials, machinery and goods deployed or engaged by Contractor under this contract, shall be of good quality, high precision and workmanship, safe and free from defects in workmanship. Time is of the essence of the Contract and Contractor shall perform all Services in conformity with the time schedule, specifications and the obligations contained herein, unless the delay is due to Force Majeure or reasons wholly within GEL's control. Any failure by Contractor to timely mobilize the resources for performance of work at the work site or perform the work in timely manner shall attract the provisions of Liquidated Damages clause.

3.6 GEL shall be entitled, without prejudice to any other rights or remedies available to GEL under this Contract or otherwise in law to object to and require Contractor to remove from the Work any person who in the reasonable opinion of GEL is incompetent, misconduct's himself, is negligent in the proper performance of his duties or is otherwise considered to be undesirable. In such an event, Contractor shall forthwith remove such person from the Work, and such person shall not be again employed upon the Work without the written permission of GEL. Contractor shall forthwith replace, at Contractor's sole expense, any such discharged person with a suitable qualified and experienced person satisfactory to GEL in reasonable time. In such a case Work shall not be affected or delayed.

3.7 GEL shall have the right to inspect Contractors Equipment & Material at any time to observe its condition/status of the on-going work and may notify Contractor of any apparent defects/delay in progress (if any) therein. Contractor shall take immediate steps to rectify the defects at its cost or take corrective actions as per the instructions of GEL. However, such inspection by GEL shall not imply any acceptance of the condition of the Contractor Equipment/Work done by the Contractor, by GEL and Contractor shall not be relieved of its obligations under this Contract by any such inspection.

Contractor shall keep and maintain upto-date records of all work done as well as Contractor's Equipment and material at the Work Site / Well Location reflecting its condition and quantity and will make such records available to GEL whenever requested. Contractor shall always maintain the equipment in fit for purpose condition during the term of Contract.

3.8 The warranty shall apply to all works/service performed by Contractor as per the Scope of Work under this Contract. Contractor warrants that it shall perform all such works in a Good and Workmanlike Manner. Contractor warrants to GEL that Contractor's Personnel who are skilled, experienced and competent in their respective positions, and who are fit for duty shall perform all works. Contractor undertakes to ensure that its personnel comply with GEL's regulations regarding health, safety and training which are in force at such time and at such place.

3.9 **Records/ Reports:** Contractor shall keep detailed records of all Work performed including records evidencing planned and actual compliance. Contractor shall present such records to GEL for inspection on request. Contractor shall produce a final job report, which will be presented to GEL on completion of the Services. Contractor shall furnish to GEL such data, information and reports as may be required by GEL from time to time. Contractor shall at all times keep GEL 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.

3.10 Contractor shall be responsible for the transportation of Contractor's equipment/materials and personnel from its base to GEL base/Well Site or designated site.

3.11 Contractor shall, provide First Aid medical attention for Contractor, Sub-contractor's personnel and medical services for Contractors personnel at all times.

3.12 Contractor shall be responsible for supplying all fuel, electricity, petrol, oils and lubricants used for the services at its base.

3.13 Contractor shall, regularly inspect, service and maintain contractor's items/Equipments throughout the Term.

3.14 The Contractor Group shall at all times during the performance of work observe and comply with all statutory provisions, GEL's policies and procedures applicable to the Services from time to time, standing orders, International/Indian codes, regulations and instructions relating to health, safety and environment. GEL 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.

3.15 Contractor shall furnish to GEL an accurate record of the Work performed on a daily basis as per GEL's requirements. The job sheet should be jointly signed by GEL and Contractor representative at site.

3.16 Contractor represents that the Contractor as well as his personnel have full knowledge of Applicable Law that may govern the performance of this Contract and they shall comply with the all the applicable laws during the Term of the contract.

3.17 Contractor agrees to obtain, at its own expense, all authorizations, licenses and permits that may be required for the operation of its equipment, tools, Machineries etc. in the performance of the Work.

3.18 GEL or its authorized representative shall be entitled to inspect and/or test the equipment/ at Contractor's premises and/or at any other site and may notify Contractor of any apparent defects therein. However, such inspection by GEL shall not imply any acceptance of the condition of the Contractor's Equipment and Contractor shall not be relieved of its obligations under this Contract

by any such inspection. Contractor shall always maintain the equipments/ consumables in fit for purpose condition during the term of Contract.

3.19 The Contractor is expected to mobilize the equipments ____ considering the timelines/schedule indicated by GEL in the LOA/PO/Contract or mobilization notice. No rental will be payable for early mobilization. Upon completion of the job and unless instructed to retain the services, the Contractor should demobilize its equipments with permission of GEL's representative.

3.20 Without prejudice to any other right of GEL under the Contract, in the event of non-performance of services or lack of services by the Contractor or failure of equipments or part thereof, GEL shall have a right to immediately terminate the Contract, if such default has not been remedied by the Contractor within three days after issuance of notice/intimation for the same.

3.21 Contractor shall take no action on behalf of GEL in the performance of the Work or rendering of Services or the conduct of operations hereunder which would subject either party to liability or penalty under the Applicable Laws, including any laws, rules, regulations, or decrees of any governmental authority or political sub-division thereof, and if it does so, the Contractor shall indemnify GEL for such losses, costs and expenses (including attorney or legal fee, if incurred) incurred by GEL.

3.22 Contractor shall have no authority to make any statements, representations or commitments of any kind or to take any action which shall be binding upon GEL, except as provided for herein or otherwise authorized in writing by GEL.

3.23 On completion or earlier termination (for whatsoever reason) of the Services, the Contractor shall demobilize its Equipments and/or Personnel forthwith.

4. **Warranty and Guarantee:** The Contractor warrants and guarantees that the Work will be performed as per the Good Oilfield Practices, under this Contract. Where GEL has found the Work or part thereof or any re-work has not been performed in accordance with the terms of the Contract or the Equipment is not working properly/defective (not fit for purpose), GEL shall detail in writing/inform the Contractor about the specific nature of the defect/non-performance/defective performance. Upon receipt of such notification, the Contractor shall promptly take action necessary to correct/rectify such defect and/or re-perform the Work in accordance with the Contract. If Contractor fails to correct such defect and/or re-perform the Work in accordance with the instructions issued by GEL within the stipulated time period, GEL may on its own or by any third party on behalf of GEL, proceed to perform the work and/or replace such defective tools/equipment/re-perform, so as to ensure that the work is not affected on account of non-performance by the Contractor and get the work done from a third party as specified in the Scope of Work at the Contractor's sole risk and expense/cost. In the event any loss or costs are incurred by GEL on account of any failure in obligations performed by the Contractor such costs shall be recoverable by GEL from the Contractor. The re-performance of such defective work or action by GEL shall not relieve the Contractor of any of its obligations under the Contract or under the applicable laws. Defects shall not be deemed waived by GEL's failure to notify Contractor upon receipt of Services or by payment of invoice.

5. **Completion of Work:** Contractor shall deliver/complete the Work in accordance with the scope of work of the Contract. Strict compliance with these requirements is the essence of the Contract.

6. **Inspection and Approval:** GEL on its own and/ or its authorized third-party inspection agency reserve the right to inspect the Equipment deployed / Work at Site or other facilities where the Work is being undertaken by giving a reasonable notice. The Equipment/Work shall be rejected if found/performed in non-compliance with the requirements of this Contract.

7. **Compliance with applicable Laws, Rules and Regulations:** Contractor represents that it has knowledge of and shall comply with & shall cause Contractor's Personnel as well as Sub-contractor (if any) to comply with the all laws, rules, ordinances and regulations applicable in India that may govern the performance of the obligations contained in this Contract and ensure compliance with all the applicable laws. Contractor agrees to obtain, at his own expense, all authorizations, licenses and permits that may be required for the operation of its equipment in the performance of the Work. All costs and expenses incidental to such compliance will be paid by Contractor. Contractor shall defend, protect, hold and indemnify GEL Group harmless from and against any action, cause of action, damages, claims, penalty, demands whatsoever, either at law or in equity, judgments including costs and legal fees which may be rendered against GEL Group in the event of non-compliance with the provisions of this Clause. The Contractor shall be solely responsible for any damage to environment and shall also indemnify GEL for any losses/damages that GEL has suffered or is likely to suffer.

8. **Variation:** The quantities mentioned in the scope of work are estimated quantities, which may vary based on actual requirement of GEL within the scope of the Contractor at any time during the currency of the Contract term. 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.

9. **Insurance & Labour enactments:** Contractor shall carry and maintain all relevant and valid insurance cover for its employees, workmen, personnel, equipment, which are mobilized to GEL designated location for performing the scope of work, as per relevant applicable laws, as amended from time to time particularly the workmen's compensation act, payment of wages act, contract labour (regulation act), etc., and keep GEL indemnified under this contract. Contractor shall ensure strict & regular compliance to Minimum Wages Act and any other applicable laws.

   The provisions of this clause shall in no way limit the liability of the Contractor under the Contract or Applicable Laws. All such insurances shall be placed with reputable and substantial insurers acceptable to GEL.

   Contractor's insurances shall be primary to and receive no contribution from GEL insurances. Commencement or performance of Services without delivering the certificates of insurance shall not constitute a waiver of Contractor's obligation to provide the required insurance coverage.

10. **Limitation of Liability:**

Notwithstanding anything contained in the Contract to the contrary, the Contractor Group's total/aggregate liability under this Contract, tort or otherwise shall be limited to a sum equal to One hundred percent (100%) of the Contract Value. Contractor Group's total/aggregate liability under this Contract, tort or otherwise shall be limited to a sum equal to three hundred percent (300%) of the Contract Value in case of Gross Negligence or Willful Misconduct. 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.
- Indemnity provided by the Contractor in the Contract

11. **Tax Indemnity:**

11.1 Unless specified in the Contract it is deemed to understand that Contract Rates are all-inclusive. All taxes and duties are deemed to be included in the Contract Prices. Contractor shall indemnify and hold harmless GEL and Co-ventures from all taxes and duties and any interest and penalties thereon. GEL shall provide the required forms as applicable for tax exemptions/ concessions. GEL shall make statutory deductions from all payments made to the Contractor under this Contract.

11.2 The rates given in the Contract are inclusive of all levies/ duties paid/ payable in execution of the Contract except Goods & Service Tax which shall be paid extra at the prevailing rate as indicated above. Any variation during the Contract period as promulgated by Govt. shall be adjusted on either side on scrutiny of proof of payment. However, increase in taxes, levies/ duties for work executed beyond the Contract duration will not be applicable.

11.3 Change in Law:

(a) In the event of any change or amendment of any Act or law, Rules or Regulations of Government of India or Public Body, which becomes effective after the effective date of Price Bid or revised Price Bid submission and which results in increased cost of the works under the Contract though increased/decreased liability of taxes of Goods and Service Tax, (other than personnel and Corporate taxes and other taxes), duties, the Contractor shall be indemnified for any such increased/decreased cost to GEL subject to the production of documentation proof provided the rates and all applicable taxes along with the tax rate, were clearly indicated at the time of Bid submission by contractor.

(b) Similarly, any change or amendment of any Act or law, including Indian Income Tax Act, Rules or Regulations of any Government becomes effective after the effective date of Price Bid or revised Price Bid submission and which results in any decrease in the cost of the project through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Contractor shall pass on the benefits of such reduced cost, taxes or duties to GEL.

(c) Notwithstanding the above-mentioned provisions, GEL shall not bear any liability in respect of:

(i) Personnel taxes on the employees of Contractor and the employees of all its sub-Contractors etc.

(ii) Corporate taxes in respect of the Contractor and its sub-Contractors.

(iii) Any taxes for which the Contractor or any or all of his sub-contractors are directly assessable i.e. Corporate taxes and Fringe benefit tax in respect of Contractors and all of their sub-contractors, agents etc.

(iv) break up and rates of taxes not provided in the Offer

11.4 **Liens:** Contractor shall immediately pay and discharge any lien, claim or encumbrance, of any nature, (or shall provide security for payment thereof) attributable to Contractor. Contractor shall indemnify and hold GEL harmless from and shall keep GEL's equipment and property free and clear of all liens, claims, assessments, fines and levies incurred, created, caused or committed by Contractor. If Contractor fails to pay and discharge any such lien, claim or encumbrance, then GEL may do so and charge Contractor for all costs, with an additional five per cent (5%) of such costs and expenses, be payable by Contractor and may be deducted and set off against any monies owed to Contractor by GEL pursuant to the Contract. GEL shall have the right to retain out of any payment to be made to, or to be reimbursed to, Contractor, an amount sufficient to indemnify it completely against any such lien, claim, assessment, fine or levy exercised or made and all associated costs.

11.5 **Audit:** GEL and its authorized representatives shall have access to, and the right to audit and obtain copies of any of Contractor's and its subcontractors' or agents' documents of whatsoever nature (except the confidential information of pricing formulate of the Contractor) relating to or in connection with the performance of the Work, including books, vouchers, receipts, invoices, correspondence, government correspondence, contracts, representations before statutory authorities, tribunals, courts and any other records. The Contractor will preserve and will cause its subcontractors and agents to preserve all such records for a period of three (3) years from the end of the calendar year in which this Contract terminates and will, upon written request, make them available to GEL and its representatives. The Contractor shall provide photocopies of any documents within a reasonable period whenever demanded by GEL, Audits referred in this Clause

will be made during Contractor's normal working hours. Any payment made by GEL shall not imply acceptance of liability on the part of GEL. GEL shall have the right to notify Contractor of any matters arising in an audit which may necessitate making an adjustment; and such adjustment, whether by reimbursement to GEL or otherwise, shall then promptly be made. GEL shall also have the right to obtain assistance and statements from any of Contractor's Personnel to the extent it deems necessary, and Contractor and its subcontractors shall make such personnel available at their assigned locations if still under employment with Contractor or its subcontractors.

12. GEL provided information: On receipt of any specifications, drawings or other information required for the Work and supplied by GEL or supplied expressly on its behalf, the Contractor shall inspect same for omission, inconsistency or inaccuracy. If the Contractor considers there is any omission, inconsistency or inaccuracy in such specifications or drawings, or that any modification should be made, the Contractor shall notify GEL forthwith in writing.

13. Local Goods and Services: In the provision of the Work, Contractor shall: -

(a) 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;
(b) employ Indian sub-contractors having the required skills or expertise to the maximum extent possible insofar as their services 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 13(a) above;
(c) co-operate with and assist Indian companies as sub-contractors to enable them to develop skills and technology to service the petroleum industry;
(d) ensure to the best of its ability that provisions in terms of 13(a), 13(b) and 13(c) above are contained in the sub-contractors; and
(e) ensure that suppliers in India are given adequate opportunities to compete for the supply of goods and services for the provision of the Work.

14. Termination:

14.1 Unless otherwise provided, the Contract shall terminate upon expiry of the Term of the Contract. The Contractor shall be paid for the Work successfully completed and certified by GEL Representative along with demobilization charges, if any. Save as specified elsewhere in the Contract, GEL shall have the right to terminate the Contract in the following circumstances:

A. Termination for Non- Mobilization or Non-commencement of Work

If the Contractor fails to timely mobilize the Materials and/or Equipments (fit for purpose) and/or Personnel required to perform the work as per the scope of work of this Contract or having mobilized, fails to timely commence the work in accordance with the Scope of work and/or terms of the Contract, it would amount to material breach under the Contract and in such event, GEL shall have right to terminate the Contract immediately upon expiry of such specified time, unless otherwise provided or agreed by GEL.

Consequences of Termination:

Upon termination of Contract by GEL under this sub-clause A, the Contractor shall not be entitled to any payment whatsoever. The Contractor shall immediately refund any sum which GEL might have paid in advance to the Contractor under this Contract. Unless, otherwise provided in the Contract, the Contractor shall compensate GEL for all losses, expenses etc. which GEL shall sustain on account of such breach by the Contractor.

B. Termination for events specified below:

Occurrence of any of events as specified below shall be construed as Event of Default. GEL 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 GEL shall have the right to terminate this contract forthwith. Event of default shall occur if the Contractor:

a) 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
b) Makes a general assignment for the benefit of its creditors; or
c) Refuses or fails to supply enough properly skilled workmen or proper equipment, or materials or services to accomplish the Work in accordance with the original work schedule/scope of work and the contract; or
d) Fails to make prompt payment to Sub-contractors or materials, equipment or labour; or
e) Is in breach of Applicable Law; or
f) Otherwise breaches the provisions of the contract or part thereof; or
g) Suspends or abandons activities in the Work site; or
h) 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
i) Fails to provide uninterrupted services/perform work.

Consequences of Termination:
Upon termination of Contract by GEL under this sub-clause B, the Contractor shall be entitled to payment for the work successfully completed and certified by GEL Representative till the date of Termination. Further, GEL shall be entitled to take possession of the Work (excluding the equipments and personnel) and finish the Work at the risk and cost of the Contractor by whatever method GEL deems just and expedient. Unless otherwise provided in the Contract, the Contractor shall compensate GEL for all losses, expenses etc. and additional expenses which GEL shall sustain, to get the work executed, on account of such breach by the Contractor.
In such events as above:

a) The whole or part of the Performance Bank Guarantee furnished by the Contractor is liable to be forfeited without prejudice to the right of GEL to recover from the Contractor
b) The amount that may have become due to the Contractor on account of Work already executed by it shall not be payable to it until after the expiry of six (6) calendar months reckoned from the Termination Date of Contract or from the taking over of the Work or part thereof by GEL as the case may be.

C. Termination in the event of Force Majeure

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

Consequences of Termination:
Upon termination of Contract by GEL under this sub-clause C, the Contractor shall be entitled to payment for the work successfully completed and certified by GEL Representative till the date of Termination, if applicable as per Contract. No Party shall be obligated to pay the other Party for losses, expenses, damages etc. sustained on account of event of Force Majeure.

D. Termination for Convenience

Notwithstanding anything to the contrary under this contract, GEL shall have a right to terminate the Contract in whole or in part, at any time with fifteen (15) 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, GEL shall pay the Contractor in accordance with Price Schedule mentioned in the Contract for the work / services performed by the Contractor till the date of such termination.

Consequences of Termination:
Upon termination of Contract by GEL under this sub-clause D, the Contractor shall be entitled to payment for the work successfully completed and certified by GEL Representative till the date of Termination as well as demobilization charges, if applicable in the Contract.

E. Termination for non-performance or non-satisfactory performance of the Work
The Contractor shall perform the work in accordance with Good Oilfield Practices and the terms and conditions of the Contract. If the Contractor does not perform the Work or any part thereof or its performance is non-satisfactory, then GEL shall issue a notice (**"Remedy Notice"**) to the Contractor to remedy such non-performance or non-satisfactory performance. Upon receipt of such Remedy Notice, the Contractor shall remedy such default within Seven (7) days. GEL may ask the Contractor to remedy the default in any of such services, at sole risk and cost of Contractor. In the event, the Contractor fails to remedy such default within the specified period or the performance of the Contractor is non-satisfactory repeatedly; GEL shall have a right to terminate the Contract immediately without any further notice.

Consequences of Termination:
Upon termination of Contract by GEL under this sub-clause E, the Contractor shall be entitled to payment for the work successfully completed and certified by GEL Representative till the date of Termination. Further, GEL shall be entitled to take possession of the Work (excluding the equipments and personnel) and finish the Work at the risk and cost of the Contractor by whatever method GEL deems just and expedient. Unless otherwise provided in the Contract, the Contractor shall compensate GEL for all losses, expenses etc. the additional expenses which GEL shall sustain on account of such breach by the Contractor.

F. 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 GEL's rights and obligations under the Contract or under the law, including right to recover damages from the Contractor.

Upon receipt of Notice of Termination, the Contractor shall, unless a notice directs otherwise:

a) Immediately discontinue the work from that date and to the extent specified in the notice;
b) Place no further orders or agreements for materials, equipment, services or facilities except as may be necessary for the completion of such portion of the work which is directed to be continued;
c) Promptly make every reasonable effort to procure cancellation upon terms satisfactory to GEL all orders and sub-contracts to the extent they relate to the performance of the discontinued portion of work; and
d) Do only such work as may be necessary to preserve and protect Work already in progress and protect materials, facilities and equipment on the work site or in transit thereto.

14.2 The exercise of any of the rights granted to GEL hereunder shall not prejudice or affect any other rights of action or remedy, which have accrued or shall accrue thereafter to GEL.

14.3 Upon termination of Contract, the obligation of the Contractor shall continue as to portions of the work already performed and as to obligations assumed by the Contractor prior to the date of termination.

14.4 Payment upon Termination

If the unpaid balance of the Contract Price exceeds the cost incurred by GEL on finishing the work as provided in the Contract, such excess shall be paid to Contractor upon completion of the Work. If the unpaid balance of the Contract Price is lower than the cost incurred by GEL on finishing the work as provided in the Contract, the Contractor shall promptly pay the difference to GEL upon receipt from GEL of the certificate certifying the amount of such difference. Obligations arising under this article shall survive the termination of the contract.

15 Indemnity and Liabilities

15.1 Indemnity by Contractor: Contractor shall be responsible at all times, including time in storage, in transit or at work site and shall indemnify and keep GEL Group indemnified and harmless under the Contract for performance of obligations by the Contractor hereunder save as is otherwise herein specifically provided, and indemnify and hold harmless GEL Group from any and all claims, actions, proceedings, suits, demands, charges, liabilities, costs, damages and expenses of every kind and nature or other obligations hereunder directly or indirectly associated herewith, judgments and fines arising out of or in the course of execution of work, including but not limited to Claim 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 GEL).

15.2 Indemnity by GEL: GEL shall indemnify and keep the Contractor Group indemnified and harmless from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from:

i) personal injury, illness or death of any GEL Group's personnel (except if directly caused by the Gross Negligence or Willful Misconduct of Contractor Group);
ii) Any loss or damage to any property owned, hired or supplied by GEL Group (except if directly caused by the Gross Negligence or Willful Misconduct of Contractor Group).

15.3 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.

15.4 Notwithstanding anything above, the Contractor shall defend, indemnify and hold harmless GEL along with its Co-Ventures 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.

15.5 Contractor shall be responsible at all times, including time in storage, in transit or at work site and shall indemnify and keep GEL Group indemnified and harmless under the Contract for performance of obligations by the Contractor and indemnify and hold harmless GEL Group from any and all claims, actions, proceedings, suits, demands, charges, liabilities, costs, damages and expenses of every kind and nature or other obligations hereunder directly or indirectly associated herewith, judgments and fines arising out of or in the course of execution of work, including but not limited for the following:

- Failure of Contractor to start/commence the work as per LOA/Work Order/Contract
- If Contractor fails to perform as per prescribed scope of work.
- If Contractor fails to work in work man like manner.
- If Contractor is in breach of Contract i.e. Non-compliance with the terms and conditions of this Contract.

- Breakdown/Malfunction of equipment and/or there is a delay on account of such breakdown
- Delay due to waiting for replacement of Contractor's Equipment or personnel.
- Breach of any other applicable laws, including but not limited to the laws pertaining to Handling and Lifting equipment.

16 Contractor's Responsibility for Pollution

(a) Contractor undertakes that substances or rubbish in any form originating from Contractor's Equipment shall not be dumped or discharged at, or around the well location. However, in the event of such dumping or discharge by Contractor, Contractor shall immediately assume all responsibility for the cost of removal of items, substances or rubbish so dumped or discharged and for any resulting pollution or contamination of any form in the well location and the surrounding area and shall take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment if unavoidable, to minimize such damage to extent possible and consequential effects thereof to the property and people

(b) If GEL has, reasons to believe that any Work by the Contractor or any operations conducted by the Contractor are endangering or may endanger persons, or are causing avoidable pollution, or are harming fauna and flora or the environment, GEL may pursuant to applicable period as may be determined by GEL and, if appropriate, repair such damage or remedy such loss at the cost of the Contractor, GEL may, pursuant to Applicable Law, require the Contractor to discontinue operation/ work in whole or in part without any cost to GEL until the Contractor has taken such action to rectify the above events.

(c) The Contractor shall ensure that:

(i) The Work is conducted in an environmentally acceptable and safe manner consistent with Good International Petroleum Industry Practice and that such Work is professionally monitored.

(ii) Any contract entered into between the Contractor and its Sub-contractors relating to the Work shall include the provisions stipulated herein and any established measures and methods for the implementation of the Contractors obligations in relation to the environment under the Contract.

17 HSE:

In provision of Work, Contractor shall address all the issues related to Health, Safety and Environment including but not limited to abiding by the applicable laws, its employees' Health and Safety, selection of Environmentally friendly materials, etc. It is mandatory that all Contractor's personnel shall wear steel-toed safety boots, safety glasses and helmets which shall be supplied to them & borne by the Contractor. Over and above the Contractor / Supplier shall abide by all our Health, Safety and Environmental policies of GEL.

18 Liquidated Damages:

18.1 If Contractor for any reason other than Force Majeure, fails to timely mobilize any of the Equipment (fit for purpose) and/or Contractor's Personnel/manpower (with requisite experience) and as per the Scope of Work of the Contract at designated location/ Site as per the time schedule mentioned in the Contract or Mobilization Notice for Callouts or any other date notified by GEL 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 Works 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 GEL, GEL shall have a right to seek payment from the Contractor and the Contractor shall pay to GEL, 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 GEL in the aforesaid circumstances.

18.2 GEL 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 GEL'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.

18.3 The Parties agree that the liquidated damages indicated hereinabove are genuine pre-estimate of the minimum loss/ damage which GEL 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.

18.4 The payment of liquidated damages pursuant to this section shall not affect the rights of GEL 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. Get the Work done 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 GEL 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, GEL may exercise any one or more of its rights mentioned above as per the Contract and the Applicable Law.

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

19 Force Majeure:

19.1 Where any Force Majeure event renders impossible or hinders or delays the performance of any obligation then the failure or omission of GEL 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:

(a) Delay in performance of delivery caused by congestion at Contractor’s facilities or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
(b) Late performance by Contractor and/or a sub-contractor caused by unavailability of equipment, supervisors or labor, inefficiencies or similar occurrences;
(c) Mechanical breakdown of any item of Contractor’s or its Sub-contractor’s equipment, plant or machinery;
(d) Delays due to ordinary storm, inclement weather, seasonal rains or monsoon;
(e) Non-conformance by Sub-contractors;
(f) Financial distress/hardship of or inability to make profit of Contractor or any of its Sub-contractors; and
(g) Failure to carry out contracted services in accordance with the instructions of GEL 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.
(h) Shortage of manpower

19.2 Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits if, and to the extent, such delay or failure is caused by Force Majeure. Neither Party hereto shall be liable to the other, for the payment of monies, for failure to perform any obligations hereunder when performance is hindered or prevented by Force Majeure. The affected party shall inform the other party immediately in writing (within 24 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 of ceasing of Force Majeure) and shall resume performance of its obligations hereunder as soon as reasonably possible thereafter. No payment will be due to the Contractor between the commencement of Force Majeure and commencement of Normal operations by the affected party.

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

20 Settlement of Disputes / Arbitration:

i. GEL and the Contractor undertake that all disputes, differences or questions at any time between the parties arising under this Contract ("Disputes") shall be resolved between the parties in good faith.

ii. If 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, Gujarat, 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, Gujarat, 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 GEL. 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. The Parties agree to submit to the exclusive jurisdiction of the Courts at Gandhinagar, Gujarat, India.

21 Governing Law: This Contract shall be governed by and construed in accordance with laws of India and the Parties submit to the exclusive jurisdiction of courts of Gandhinagar, Gujarat, India. This Clause survives the expiry/termination of this Contract/Service Order.

22 Consequential Damage: Notwithstanding anything else contained herein to the contrary and subject to Clause 19(v), neither party shall be liable to the other for special, indirect or consequential damage resulting from, or arising out of this Contract including but not limited to, loss of profit, loss

of revenue, anticipated profits, loss of business opportunity or business interruption, suffered by such Party.

23 **Time is of Essence**: Time is the essence of the Contract and timely execution/completion of work in accordance with the terms of the Contract has to be strictly complied with, failing which the Contractor/Supplier will have to indemnify GEL of all the loss or expenditure that GEL may incur or has incurred.

24 **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.

25 **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 GEL 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 GEL, 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.

26 **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.

27 **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.

28 **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.

29 **Independent Contractor**: Contractor shall perform the work as an independent contractor. Contractor is not and shall not become or represent itself as Co-venture, Affiliate, partner, employee or agent of GEL. 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 Contractor's Personnel/ representatives engaged by the Contractor in performing the Contract shall be under the complete control of the Contractor and shall not in any event be deemed to be the employees of GEL. Contractor shall be responsible and shall indemnify GEL for all acts, defaults, omissions or negligence of the Contractor, Contractor's Personnel, its Sub-contractors and their respective agents, servants, employees, workmen, and representatives.

30 **Records & Inspection**

Contractor shall keep detailed records of all work performed, including records evidencing planned and actual compliance. Contractor shall furnish to GEL an accurate record of the Work performed on a daily basis as per GEL's requirements. The job sheet shall be signed by Contractor's representative before the same is submitted to GEL. The Contractor shall present such records to GEL for inspection whenever requested. GEL is at liberty to inspect any equipment's during performance of the Contract and the Contractor shall remedy any defects found free of cost. Any defects and deficiencies that are noticed during this inspection will have to be attended by the Contractor from time to time.

31 **Other Conditions and Stipulations:** It is mandatory that all Contractor's personnel shall wear steel-toed safety boots, safety glasses and helmets which shall be supplied to them by the Contractor at its cost. Over and above the Contractor / Supplier shall abide by all our Health, Safety and Environmental policies of GEL.

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 GEL business, whether on client property, or in GEL vehicles or privately-owned vehicles hired temporarily or permanently by GEL 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 GEL 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 GEL worksites

ATTACHMENT-1

[ON LETTER HEAD OF THE BIDDER]

BIDDERS RESPONSE ACKNOWLEDGMENT OF REQUEST FOR QUOTE PACKAGE

TENDER: _____

HIRING OF _____**SERVICES**

CALLOUT BASIS

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

alpeshshah@gujenergy.com

ATTACHMENT 2

[ON LETTER HEAD OF THE BIDDER]

DECLARATION OF NO DEVIATIONS/ EXCEPTIONS

TENDER NO.: _____

(To be submitted as part of Technical bid)
Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date.....
Tender Document No.

Subject: Declaration of Compliance with Tender Terms and Conditions

We hereby confirm that we have thoroughly read, understood, and acknowledged the terms and conditions of this tender. Where necessary, we have sought and obtained clarifications from GEL. Additionally, we have duly noted all clarifications, amendments, and addenda issued by GEL in relation to this tender and have accordingly submitted our bid.

We further confirm that our submission does not include any deviations, exceptions, or reservations to the terms and conditions set forth in the tender document or any subsequent clarifications, amendments, or addenda issued by GEL.

We unconditionally accept and agree to comply with all terms and conditions of the tender without variation or modification. Any terms and conditions stated elsewhere in our bid that are contrary to the tender requirements shall be deemed null and void.

.....
(Authorized Signature with date)
.....

(BIDDER TO USE THE ABOVE FORMAT ONLY, FOR SUBMISSION. NO OTHER FORMAT SHALL BE ACCEPTED)

ATTACHMENT-3

BID BOND

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

WHEREAS:

…… (hereinafter referred to as "Tenderer") has submitted a proposal dated ……..("hereinafter referred to as Proposal") against Tender No..: _____ dated _____for ____Tendered Services/Supplies_____ (hereinafter referred to as the "Tender").

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 (180 days from the Closing Date) specified in the Tender.

(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 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 full 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 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, GR No. 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/AHMEDABAD, GUJARAT. THE DEMAND DRAFT WILL BE GOVERNED BY THIS BID BOND TERMS & CONDITIONS. BIDDER MAY ALSO HAVE OPTION OF SUBMITTING THE BID BOND AMOUNT BY RTGS

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 180 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 21 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-4

PERFORMANCE BANK GUARANTEE FORMAT

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

WHEREAS:

(1) By a Contract No. _____ dated _____ (hereinafter referred to as the "Contract") for the Provision of _____ between _____ (hereinafter called the "Contractor") of the one part and GEL of the other part, the Contractor agrees to perform the Services in accordance with the Contract.

(2) In response to the request made by 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 Contractor to perform the work in accordance with the Contract. The sum shall become payable by us immediately on first demand by GEL without proof or conditions notwithstanding any dispute or protest by the 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 Contractor and GEL with or without the consent or by any alteration in the obligations undertaken by the 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 Contractor.

(4) This Guarantee is a continuing security and accordingly, shall remain in operation for 90 days after the completion of the Contract period. This Guarantee shall be valid upto _____.

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 and all of the parties to this Guarantee hereby irrevocably submit to the non-exclusive jurisdiction of Courts in Gandhinagar.

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 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 ...(Contractor)...).

Name : _____
Designation : _____
Banker's Seal : _____
Address : _____

Refer Attachment – 5: Finance Department, GR No. FD/MSM/e-file/4/2025/2712/D.M.O. dated 01/04/2026

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/Bid Bond on permanent basis.

1. All Nationalized Banks

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

BIDDER QUALIFICATION CRITERIA (BQC)

Hiring of Testing & Calibration Services for Gas Flow Meters installed at various production facilities of GEL Operated Blocks

<table>
<tr><th>Sr. No.</th><th>Criteria</th><th>Supporting Documents</th></tr>
<tr><td>A</td><td colspan="2">Technical Criteria</td></tr>
<tr><td>A.1</td><td>Bidder must have successfully executed contracts for Testing & Calibration Services for Gas Flow Meter within the last five years, meeting at least one of the following criteria.

<table><tr><th colspan="2">Criteria</th></tr><tr><td>At least one contract with a value of at least</td><td>₹ 2.80 L</td></tr><tr><td>At least two contracts, each with a value of at least</td><td>₹ 1.75 L</td></tr><tr><td>At least three contracts, each with a value of at least</td><td>₹ 1.40 L</td></tr></table></td><td>BIDDER shall submit the following documents:

Satisfactory Performance / Completion Certificate along with relevant Work Order / Contract mentioning detailed Scope of Work & Terms of Contract issued by Customer of Bidder towards the job performed by them.

The Bidder’s experience in executing the contract shall meet the specified eligibility criteria corresponding to the contract value for which the bid is submitted.</td></tr>
<tr><td>A.2</td><td>Bidder to confirm that Master instrument shall be calibrated and certified by NABL accredited Laboratory.</td><td>The Bidder to confirm the same on Bidder Letter head.</td></tr>
<tr><td>A.3</td><td>Bidder to confirm that they have sufficient Equipment & accessories (such as Laptops, software, cables etc.) for calibration and skilled/technical person having related experience in calibration and can mobilize the same within the mobilization period after initiation of call-out for services.</td><td>The Bidder to confirm the same on Bidder Letter head.</td></tr>
<tr><td>A.4</td><td>Acceptance to Tender Terms and Conditions: Bidder to Submit Undertaking/Confirmation for unconditional acceptance to the terms and conditions and all applicable rules & regulations applicable therein</td><td>BIDDER shall submit the Undertaking as per Exhibit-C, on his letter head, duly stamped and signed.

Note: BIDDER shall submit conformity on letter pad for no deviations/exceptions as per Attachment-2 of the Tender</td></tr>
<tr><td>B</td><td colspan="2">Financial Criteria</td></tr>
<tr><td>B.1</td><td>Bid Bond: Bidders are required to submit the Bid Bond amount of ₹ 5,500/-

<u>GEL Account Details:</u>
Account Name: GEL CB-ONN-2000/1 AHMEDABAD JV ACCOUNT
Name of the Bank: HDFC Bank
Account Number: 57500001061291
IFSC code: HDFC0000006
Account Type: Current</td><td>BIDDER shall submit the documentary proof for deposition of Bid Bond along with Technical Bid.
Note:
Upon submission of the bid bond by RTGS/Demand Draft, the bidder to submit by email the “Vendor Registration Form” in excel format preferably along with the requested documents. Vendor Registration Form is attached as Exhibit-A to the Tender</td></tr>
<tr><td>B.2</td><td>Average annual turnover of BIDDER for last three (3) financial years (FY: 2023-24, 2024-25, 2025-26) shall be as per the table below.</td><td>BIDDER shall submit the following documents:</td></tr>
</table>

	Average of Annual Turnover required: ₹ 3.5 Lacs 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 (With UDIN) indicating the turnover details and net worth for the relevant period shall be uploaded with the bid. ***Note:*** *If audited financial report of Last FY 25-26 is not available, then preceding Financial Year shall be considered and relevant documents shall be provided.*
B.3	The Net Worth of the Bidder during the last Financial Year shall be positive, wherein the Net Worth shall be calculated as follows: Net Worth = (Equity + Reserves) – (Revaluation reserves+ intangible assets + miscellaneous expenses to the extent not written off + carried forward losses).	The Bidder shall submit audited annual reports of FY 2023-24, FY 2024-25 and FY 2025-26. ***Note:*** *If audited financial report of Last FY 25-26 is not available, then preceding Financial Year shall be considered and relevant documents shall be provided.*
C	**Checklist To Be Filled By BIDDER**	
C.1	Bidder is required to submit the details as per attachment named ***Exhibit-B*** "Checklist with Details for document for Bid Qualification Criteria". Non-submission would lead to rejection of the bid.	
D	**Other Criteria for Qualification**	
D.1	**Holiday list/ blacklisting:** 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* ***Exhibit-D*** *attached to the Tender.*
D.2	**MOU (**Memorandum of Understanding)	The Bidder should bid on sole performance basis and no agreement / MOU with any other party for joint operation shall be considered.
E	**COMMERCIAL BID EVALUATION CRITERIA**	
E.1	Only the responsive bids conforming to the above-mentioned bidder's eligibility criteria and technical bid evaluation criteria will be considered for further evaluation.	
E.2	It is mandatory to quote the prices of all line items / sections of the Price Schedule Table) for which the bid is submitted. Bidder to mandatorily upload price breakup consisting of all the tables / sections for which the bid is submitted in Financial Document of the Price Bid.	
E.3	To identify the commercially lowest evaluated bid (L1) from the technically qualified bidders, the total cost exclusive of GST derived from the respective price table shall be considered for the evaluation. The contract will be awarded to L1 bidder.	

GENERAL NOTES (MOST IMPORTANT):

1. Bidder shall submit all supporting documents in English language only. In case the certificates/ documents are in a language other than English, translated documents of the same, duly attested by a third-party agency, shall however be submitted along with the technical bid
2. Bidders are requested to seek pre-bid clarifications to any of their exceptions / deviations before submission of the bid. This is to avoid longer time in concluding of exceptions / deviations post bid or rejection of the bids.
3. 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 within specified timeline or else the bid will be rejected.
4. Bidder shall submit all qualification documents (preferably color scan copy) as mentioned above on (n) Procure. No additional documents in the physical form shall be considered.
5. Bidder shall provide the Name of the client, email ID, contract person's name, address to be provided for counter checking of experience criteria.
6. Bidder shall provide the complete details of the base from where he intends to operate against this Tender.

EXHIBIT –A

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; durgadatta@gujenergy.com and copy to alpeshshah@gujenergy.com

GUJARAT ENERGY LIMITED	
(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	
Registration Information (please provide self-certified copies of registration certificates as proof)	
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)	
Permanent account no. (PAN) **	
CST Number with Date	
LST / VAT Number with Date	
GSTIN Number **	
Service Tax Registration No.	

** To be filled (Compulsory fields)

Bank Details	
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 - B

CHECKLIST WITH DETAILS FOR SUBMISSION OF DOCUMENTS FOR BID EVALUAITON CRITERIA TO BE FILLED BY BIDDER

TENDER No:			
Bidder Name:			
Sr No	**Documents to be submitted**	**Documents Number** Please mention the details	**Confirmation of submission of documents**
1.	BID BOND: Bidder to Confirm the submission of Bid Bond	Bid Bond details. - Bid Bond Exemption shall be provided to eligible bidder as per terms of Micro and Small Enterprises.	Submitted/Not submitted
2.	Copy of latest **MSME/UDYAM Certificate** (**if applicable, please attach the Certificate with latest year classification of your entity)**	MSME/UDYAM Certificate number	Submitted/Not submitted
3.	Copy of **IT PAN** (as applicable, if not applicable please clarify)	IT PAN number	Submitted/Not submitted
4.	Copy of **Goods & Service Tax Registration No**. (as applicable, if not applicable please clarify)	Goods & Service Tax Registration No	Submitted/Not submitted
5.	Copy of **Provident Fund Code No.** (as applicable, if not applicable please clarify)	Provident Fund Code No.	Submitted/Not submitted
6.	Copy of **ESI Registration No./ WC** (as applicable, if not applicable please clarify)	ESI Registration No. / WC as applicable	Submitted/Not submitted
7.	Bidder to submit on his letter head duly stamped and signed the **Bidder's Information** as per attachment (Name, Address, Tel No. Fax. No. Email ID, Bank Account Details, Name of Proprietor, Partners, Directors, Bidders Authorized representative, Name and Contact details.)	Details on Letter head duly stamped and signed including Excel sheet with data to be uploaded	Submitted/Not submitted
8.	**Acceptance to Tender Terms and Conditions:** Bidder to Submit stamped/signed copy of this Tender 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. (As per Exhibit-D).	Letter confirming acceptance of terms and conditions of the tender or Sign and stamp on each page of tender	Submitted/Not submitted
9.	**Financial Average Annual Turnover** **Financial Average Annual Turnover** of the bidder for the last three financial years. 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
10.	**Net Worth** of the Bidder should be positive for the last financial year (Submit Chartered Accountant Certificate (With UDIN) for the same)	Submit Chartered Accountant Certificate (With UDIN)	Submitted/Not submitted

11.	**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.** 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
12.	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
13.	The Bidder must bid on sole performance basis and no agreement / MOU with any other party for joint operation shall be allowed / considered.	Confirmation of bidding on sole performance basis on letter head	Submitted/Not submitted
14.	Experience Criteria Documents required to be submitted in the unpriced bid to substantiate the above-mentioned experience are: Bidder should submit copies of contract(s) showing - Name of Operator 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 ▪ Purchase or Work Order Or signed contract ▪ Return letter of PBG Any documentary evidence that can substantiate the satisfactory execution of the contracts cited above	Confirmation of submission of supporting documents	Submitted/Not submitted
15.	Declaration of no deviations/ exceptions	Bidder to submit declaration of no deviations/exceptions as per Attachment-2.	Submitted/Not submitted

EXIHIBIT – C

[ON LETTER HEAD OF THE BIDDER]

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 & 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

5. I/We understand the callout nature of Contract Service and agrees to mobilization the Unit/Crew & Services at the designated site within one week of every callout notice/periodically as per predefined scheduled provided by GEL during the currency of the Contract.

.....
(Authorized Signature with date)
.....

(BIDDER TO USE THE ABOVE FORMAT ONLY FOR SUBMISSION. NO OTHER FORMAT SHALL BE ACCEPTED)

EXHIBIT – D

[ON LETTER HEAD OF THE BIDDER]

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.

3. 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).

……
(Authorized Signature with date)
……

ATTACHMENT-7

PRE-BID CLARIFICATION FORMAT

Bidder is required to send pre-bid clarification of subject tender through Email in excel format

PRE-BID CLARIFICATION					
Tender Ref. No.:					
Tender Subject					
Sr. No.	**Page No. / Clause No.**	**Title of Clause as per tender**	**Description of clause as per tender**	**Bidder's Query**	**GEL Reply**
1					
2					
3					
4					
5					
6					
7					
8					
9					

ATTACHMENT 8:

CUT-OUT SLIP for Bid Bond

Client : **Gujarat Energy Limited**

TENDER No. : **GEL/PRD/Gas Flow Meter/2026-27/643-A**

TENDER Title : Hiring Services for Testing & Calibration of Gas Flow Meter installed at various Production Facilities of GEL Operated Blocks.

Bid Due Date : **18/11/2026 (1600 Hrs (IST))**

Bidder's Name & Address	**Durgadatta Rautaray – AM (C&P)/Alpesh Shah – AGM (C&P)** Gujarat Energy Limited 05th 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

(To be pasted on the envelope)

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