

Tender

for

Hiring of Hydraulic Fracturing including Mud Acid Job Services for GEL operated Onshore Blocks on Callout Basis

[Block: CB-ON/2 Old, CB-ONN-2000/1 Old & RFPSC]

Tender: GEL/PRD/Hiring of HF & Acid Job Service/2026-27/642

(n)Procure: Tender Id: 343362

GUJARAT ENERGY LIMITED

Gujarat Energy Bhavan, 5th Floor, South Wing, Behind Udyog Bhavan,
Sector-11, Gandhinagar - 382 010, Gujarat, India
Phone No: +91-79-66701505/1506
Fax No: +91-79-23236375

September 2026

Bid Issue Date : 09.09.2026
Bid Closing Date : 29.09.2026 (17:00 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 (the “**Company**” or “**GEL**”) is being provided to the Bidder(s) for the purpose of inviting Bids and does not constitute nor should be interpreted as an offer.
2. This Tender Document is meant to provide information only and is issued upon an express understanding and agreement that the Bidders will use it only for the purpose of preparing and submitting the Bid and for the purpose necessarily associated herewith and for no other purpose whatsoever.
3. The purpose of this Tender Document is to provide the Bidders with basic and preliminary information to assist them in the preparation of their Bids for provision of **Hiring of Hydraulic Fracturing including Mud Acid Job Services for GEL operated Onshore 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. The Company makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Tender Document. Each Bidder must conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information and obtain independent advice in relation to the same from appropriate sources.
5. While this Tender Document has been prepared in good faith, neither the Company nor its consultants, officers or employees make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Nothing in this Tender Document shall be construed as legal, financial or tax advice. Any liability is accordingly expressly disclaimed by the Company, its consultants, partners, Affiliates, their respective officers, agents and employees even if any loss or damage is caused by any act or omission on the part of the Company, its consultants, partners, Affiliates, their respective officers, agents or employees, whether negligent or otherwise.
6. By acceptance of this Tender Document, the Bidders agree that information contained herein supersedes document(s) or earlier information, if any, in relation to the Scope of Work. This Tender Document and any information herewith will be superseded by any later written information on the same subject made available to the recipient by or on behalf of the Company.
7. Each Bidder agrees, understands and accepts that the information contained in this Tender Document is subject to change without notice. Further, in no event, may it be assumed that there shall be no deviation or change in any of the information mentioned herein. The Company, at its own discretion, without any obligation to do so, may, update, amend or supplement any information contained in this Tender Document, including the evaluation methodology, at any time prior to the submission of the Bids.
8. Each Bidder unconditionally agrees, understands and accepts that the Company reserves the right to accept or reject any or all Bids without giving any reason. Neither the Company nor its employees or advisers shall entertain any claim of any nature, whatsoever, including without limitation, any claim seeking expenses in relation to the preparation of Bids.
9. This Tender Document has not been filed, registered or approved in any jurisdiction. Recipients of this Tender Document resident in jurisdictions outside India should inform themselves of, and observe any applicable legal requirements.
10. Each prospective Bidder must conduct its own analysis of the information contained in this Tender Document, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed opportunity, the regulatory regime which applies thereto and all matters pertinent to the proposed opportunity and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed opportunity.
11. The Company reserves the right at any time to alter, amend, modify, cancel and recall the Tender Document or any part of it. The Bidders shall be required to submit the Bid in relation to this Tender Document as so amended.



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

Sr. VP (C&P/E&C/M&L)/AGM (C&P)
5th Floor, South Wing, Gujarat Energy Bhavan,
Behind Udyog Bhavan, Sector-11,
Gandhinagar - 382 010, Gujarat, India
Phone No: +91-79-6670 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, 5th Floor, Behind Udyog Bhavan, Sector-11, Gandhinagar - 382 010, Gujarat, India
REQUEST FOR QUOTATION (“TENDER DOCUMENT” or “BID”)

GUJARAT ENERGY LIMITED (hereinafter referred to as “GEL”) is an Operator in Onshore Block namely: CB-ONN-2000/1 (Old & RFPSC) and CB-ON/2 (Old & RFPSC) in Gujarat, India, 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 of Hydraulic Fracturing including Mud Acid Job Services for GEL operated Onshore Blocks.

GEL is desirous of engaging the services of the Contractor for carrying out Hydraulic Fracturing Services in different wells as mentioned in scope of work through this tender. Outlined hereinafter, is a comprehensive Bid package that you are requested to go through carefully. Your quotations must be in compliance with the requirements, specifications, and other applicable attachments, including Company's terms and conditions as per the TENDER. Exceptions/deviations pertaining to any of the above must be clearly asked through pre-bid clarification from Company. 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”.

The Technical and Commercial Evaluation of the Bids shall be carried out as per the criteria mentioned in the Bid Qualification Criteria provided at Attachment-6 to this tender document. Company shall have a right to disqualify any bidder, whose services have been terminated by GEL in past on account of lack of performance/breach of contract or if any litigation is pending between any bidder and GEL (as it may deem fit).

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

The Bidders Response Acknowledgment Form (as indicated in attachment) must be completed and returned via E-mail transmission 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).

Tender Fee: NO TENDER FEE.

Bid Bond: Bidders are required to furnish Bid Bond for an amount as mentioned in **Attachment- 6 (Bidder Qualification Criteria)**. Bid Bond is required to be furnished in as per attached format, **Attachment 3** Bid Bond shall be returned to all bidders within 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. Company's decision shall be considered final in this regard.

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 COMPANY 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 by the Bidder and the Company 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 Company 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 Company 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 the company. 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 Bidders are required to seek pre-bid clarifications related to scope of work before submission of the bid. GEL do not encourage exceptions deviations in general terms and conditions. Bidder is required ask all clarification in the pre-bid clarification. GEL will provide their final response which each bidder is required to accept and bid accordingly. Post qualification of bid, GEL will review those deviations/clarifications and either accept or reject the deviation. In case if bidder will not accept GEL 's final stand on those deviations then GEL also reserve the right to reject their bid.
- 2.1.9 Bids from agent / agent's representatives will not be accepted, unless backed by valid Letter of Authorization.
- 2.1.10 Bids submitted by fax will summarily be rejected.
- 2.1.11 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.
- 2.1.12 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 three (03) working days of receipt of Bid package. This is to alert Company 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 the Company/Organization.
- 2.2.3 Bidders must seek clarifications to the any query with respect to the tender document at least 5 (five) days before the Bid Due Date. Any clarifications required to be sent to following email ID durgadatta@gujenergy.com copy to alpeshshah@gujenergy.com
- 2.2.4 The Bidders shall make available the services/material/equipment as specified in the LOI/LOA/ Tender.
- 2.2.5 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, pre-commissioning, commissioning, 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.
- 2.2.6 The Technical Bid of each Bidder shall be evaluated against the BQC/BEC and Instructions to Bidders. Only Bids meeting all mandatory eligibility and technical qualification criteria shall be declared technically responsive.

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 BEC 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://www.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 Bidder Qualification Criteria attached hereto:

Account Name	GEL CBONN 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 the 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 Annexure-1, before the due date & time and the copies of same with details are also required to be uploaded in the Technical Bid, on the 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;
 - b) The prices are changed unilaterally by the Bidder after the Bid opening and during validity of the Bid,
 - c) The Bidder do not follow the instruction given in this tender document.
 - 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,
 - e) The successful Bidder fails to submit Performance Bank Guarantee within the specified period.
- Any effort by the Bidder to influence Company on bid evaluation, bid comparison or Rate Contract award decision.
- BIDDER(s) eligible for exemption from payment of bid bond, as per Government 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 (Udyam registration)
 - Traders/distributors/sole agent.

2.3.4 The "Technical Un-priced Bid" of the Bidder will be opened and evaluated first. If the offer is technically acceptable; has provisions or acceptable alternatives to the requirements specified in

the Tender; and conforms to other non-commercial requirement as may be decided by Company, then the "Commercial Priced Bid" will be opened and evaluated further.

2.3.5 In the "Technical Unpriced Bid", the bidder to submit upload all the information/documents as per the "Bidder Qualification Criteria" (**Attachment – 6**) which would include compliance with Technical Specifications and all Price information should be left with remarks of "Quoted" in the price schedules line items. 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 clarified through pre-bid clarification from the company. 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 **Annexure -1 Cut-Out Slip for Bid Bond** must be received by the Company at the address specified therein not later than the prescribed due date and time in the Invitation letter & Tender/RFQ document.
- **Technical bid and Commercial bid** to be uploaded in the entirety on the portal before due date & time. **(No physical documents to be submitted except for Bid Bond if submitted in the form of DD & Bank Guarantee)**
- The Company may at its discretion extend the deadline for the submission of Bids by amending the bidding documents in which case all rights and obligations of the Company & bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.3.8 **Late Bids**

Company reserves the right to reject/accept the bid submitted after the deadline for submission of bids prescribed by the company 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**. The company, however reserves the right to seek such extensions of the validity period as may be required subject to a period of three months. In the event of extension of the validity period of the Bidders quotation, all other terms and conditions including the provisions relating to Bank Guarantee shall also continue to be valid for the period of such extension and the Bidder shall duly make efforts to ensure that this is complied with and shall bear any costs in this regard. Further in the event of negotiations 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/ **Earnest Money Deposit (EMD)/Exemption**

For the amount & in the manner specified in the tender clause. in case of Bank Guarantee (attachment -3) submitted as EMD – 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 B: Checklist with Details for document for Bidder Qualification Criteria". Non-submission would lead to rejection of the bid.
- Exhibit C: Self- Declaration Cum Undertaking regarding unconditional acceptance of the entire scope of work.
- 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.
- 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.
- Pre-bid Meeting may be held if so specified on the e-tendering portal to address the queries, if any related to the Tender Documents and Scope of Supply/Work.
- A prospective Bidder requiring any information or clarification of the Tender Documents should notify at the email id durgadatta@gujenergy.com, manoj@gujenergy.com copy to alpeshshah@gujenergy.com as mentioned in the tender documents. All queries should be received at least 02 (two) working days before scheduled date of pre-bid meeting, as applicable. In case no pre-bid meeting is scheduled, the Bidder should ensure all queries should be received within 05 (five) days from the date of publishing of Tender Documents.
- 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.
- 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 documents, subsequent to meeting, or beyond the timeline specified above; and GEL shall not be liable to respond to any such communication.
- The Bidder must adhere to the Technical Specification requirements as mentioned in the RFQ / Tender and state the same in the "Technical Unpriced Bid".
- **The Bidder shall submit in the Technical Bid - all the information / documents to support the evaluation criteria as per specified in "Attachment-6" Bidder 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 Company 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 Company (if required).



- The Bidder shall ensure compliance with Company's insurance and Bank Guarantee requirements as provided in this Tender/RFQ/inquiry and proposed Contract.
- **UNPRICED PART "TECHNICAL BID" to be uploaded on (n)Procure portal only (No physical Bids to be submitted)**

2.5 Technical Proposal Requirements:

- 2.5.1 In the Technical Unpriced Bid, all the technical attachments should be submitted which would include compliance with Technical Specifications and all Price information should be left blank. The Technical Bid shall consist of all the information / documents stipulated in Bidder's Eligibility Criteria & Technical Bid Evaluation Criteria. The Commercial part should be a comprehensive package, which should include all Price information ONLY. If any exception in either the Technical Part or Commercial Part is taken, the Bidder must advise GEL separately as per guidelines/format provided.
- 2.5.2 Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his authority to bind the bidder. The proper Power of Attorney or authorization or any other document constituting adequate proof of the authority of the signatory to bind the bidder, shall be annexed to the tender. The Company may reject any tender unsupported by adequate proof of the signatory's authority.
- 2.5.3 The Bidder shall state in its Bid proposal that it has experienced personnel available in the number and disciplines required for the Scope of Work and performance of the Services, and that it will commit the resources needed to carry out the Work in a timely, work-man like and professional manner. The Bidder is to satisfy Company regarding the Bidder's capabilities and experience.
- 2.5.4 The Bidder shall indicate the manner in which it plans to monitor, co-ordinate, control cost and schedule performance of the work and services.
- 2.5.5 The location and description of Bidder's facilities from where the Bidder plans to coordinate work must be indicated and should be available for inspection by Company.
- 2.5.6 The Bidder shall ensure compliance with Company's insurance and Bank Guarantee requirements as provided in this TENDER DOCUMENT and proposed Contract.
- 2.5.7 In the "Technical Unpriced Bid", all the technical attachments should be uploaded on (n)Procure Portal which would include compliance with Technical Specifications as per the scope of work and all Price information should be left blank.
- 2.5.8 **Technical bid to be uploaded on (n)Procure Portal only (No physical Bids to be submitted)**
The Technical part shall contain all details as mentioned below. This part shall **not** contain price.
- Bid Bond as per Attachment-3**
 - Information requested in the Instructions to Bidders
 - Schedule of Prices, **without Prices**.
 - No Exceptions/deviations as per Attachment – 2
 - Past history of similar supply and services -Attachment - 8 & 9
 - Bidder to confirm the schedule of commencement and completion of entire SOW as per timelines mentioned in the Model Contract.
 - Bidder to confirm that the in the event of award of Contract, the agreed Contract rates shall be valid for term of contract and extension thereto as per the terms of Contract.
 - Bidder to confirm that the resources deployed shall meet all GEL specification requirements as stated in the Tender.
 - Bidders must submit the confirmation and documentary proofs in accordance to Bidder Qualification Criteria.
 - Bidders to submit copy of this tender duly signed & stamped on each page in token of acceptance to agreeing all our Terms and conditions of this Contract.
 - Bidder have to provide documents in support of Bidder Qualification Criteria. If the documents as required in the BEC are not submitted by any Bidder, then such Bids will be liable for rejection
 - Bidder to confirm that price breakup is uploaded as per given rate schedule of this tender on (n)Procure pricing section for each category of bidding
 - Bidder to confirm that Undertaking to be submitted on letterhead of Bidder as per Exhibit C
 - Bidder to confirm that Vendor registration form to be sent through email along with

supporting documentation as per Exhibit A

- (xv) Bidder is required to submit Bid Security Declaration from Bidders In Lieu of EMD exemption
- (xvi) Bidder is required to submit Undertaking on their letter head for holiday list/blacklisting as per Exhibit D

2.6 Commercial Proposal Requirements.

- 2.6.1 Prices quoted shall be in US Dollars / Indian Rupees only.
- 2.6.2 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 the Company 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.
- 2.6.3 This part shall contain **only price details and shall be as per the Format attached.**
- 2.6.4 The commercial bid must be strictly in accordance with the Schedule of Rate and Format contained in the Tender.
- 2.6.5 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.
- 2.6.6 Price bid is required to upload on (n)procure portal with break up as per given format.
- 2.6.7 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 Portal (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.

- 2.6.8 **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 RFQ/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
- 2.6.9 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. COMPANY 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.
- 2.6.10 Bidders are required to submit the price bid/quote the price as per the format of **Section - IV "Rate Schedule"**. Whether separately stated or not, the rates & prices shall be inclusive of all associated costs for performance of the tendered services.
- 2.6.11 The bidders shall also furnish the realistic mobilization / delivery schedule for all the services offered as per this Tender/RFQ/Inquiry document. Since time is of essence, the furnished



mobilization / delivery schedules in line with the quoted prices shall form the basis of evaluation of the proposals/award of contract.

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

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

2.7 Inspection

Criteria for inspection - Conformance with Specifications and test reports.

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

2.7.2 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 is found upon receipt of the services / supply at site, the same should be replaced at no cost to GEL at the risk and cost of the Contractor

2.8 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 phase wise schedule as defined in the program.

2.9 Taxes and Duties and Approvals.

2.9.1 The Bidders shall quote their prices inclusive of any or all direct and indirect taxes (except Goods and Service Tax) and duties that are applicable including marine transport, marine insurance on a CIF basis at the designated port of delivery or Site Location in India. Goods and Service Tax at prevailing rate will be paid extra by Company along with the invoice. The Bidder, at the time of Bid Submission, needs to provide details of Indirect taxes (along with tax rates) included in the price.

2.9.2 The Bidders shall quote their prices inclusive of any or all taxes, cess, levies and duties excluding Goods and Service Tax (GST), Custom duty. Goods and Service Tax (GST)-as per Notification issued by Ministry of Finance, Govt. of India, if applicable, will be paid by GEL along with the invoice as per quoted rates. Except for Goods and Service Tax (GST) reflected in a separate line item in Price Bid, prices shall reflect delivery/mobilization inclusive of all applicable fiscal charges including but not limited to taxes, fees, duties, cess, licenses, import duties, personal income tax, corporate tax, excise tax and similar rates and fees, freight, insurance, and similar expenses

2.9.3 Bidder shall be responsible to obtain at its own cost, all required Permits/ Consents / Essentiality Certificates (EC), 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 exemption of custom duties on material/equipment imported into India. Company will provide reasonable assistance wherever required including obtaining Essentiality Certificate for claiming IGST as applicable under PSC, but all expenses related to obtaining the Permits and Consents shall be to the Bidder's account.

2.9.4 Indian associate/partner shall enclose with the Bid, copy of the PAN failing which their Bid is liable to be rejected. The selected contractor will be required to have PAN (Permanent Account Nos) in India, otherwise tax will be deducted at a higher rate.

2.10 Change Orders

Company shall have the right to make any changes in the specifications or include additional items in the Contract. The quoted and finally negotiated rates shall be valid & firm up to the completion of the contract including extensions, if any. 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. All changes in specifications will be performed at a mutually agreed price and delivery Schedule for the items/work for which no price has been agreed in the Rate Schedule.

2.11 Delivery/Mobilization Time

Time is of essence of the contract and Bidder shall perform the Work and Services diligently in accordance with the agreed delivery date/Mobilization time as set forth in Delivery/Mobilization schedule. In the event it becomes apparent that the delivery/mobilization date cannot be met as already agreed by successful bidder and company then 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. Company shall have the right to reject any bid not accepting the delivery schedule stipulated in the Tender.

2.12 Right to accept or reject Bids

2.12.1 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.

2.12.2 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.

2.12.3 GEL reserves its right to disqualify any bidder at any stage of the tendering process and reject the bid in case:

- (1) in the opinion of GEL, the performance of the bidder was / is not satisfactory with respect to the past or the ongoing contracts being performed by the bidder (e.g. failure to deliver services in timely manner, issue with respect to quality of services, failure to fulfil the obligations under the Contract etc.); or
- (2) there is any adverse finding or information with respect to financial creditworthiness of the bidder; which GEL deems appropriate to consider for determining the suitability of the bidder for the Purpose of the Contract. The decision of GEL in this regard shall be final and binding on the bidder.
- (3) In the event after the award of Contract to the any Bidder, it is discovered/found by GEL that any of the conditions stated in the above undertaking is false or any event as mentioned in (a) or (b) above occurs any time after award of contract, GEL shall have a right to terminate the Contract at its sole discretion, without prejudice to its rights and obligations under the Contract or under the law, including right to recover damages from the successful bidder.

2.13 Signing of Contract / Service Order Agreement

The successful Bidder shall be required to sign a Contract (hereinafter referred to as the "Contract") as per the draft Contract attached herewith.

GEL reserves the right to enter into a Rate 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 proposed exploration & production schedules of the Company.

2.14 Bid Clarification

Bidder's attendance may be required at a Bid clarification meeting at Company's offices in Gandhinagar or any other place designated by Company, if desired by Company. A meeting agenda will be transmitted to Bidder before the scheduled meeting date.

2.15 Drawing Submittal Requirements

Where required in the Tender Document or where necessary to support the Bid, Bidder shall furnish typical outline, assembly, arrangement and sectional drawings and any additional drawings, data and documentation necessary for the Bid to be fully evaluated (if applicable). Bidder shall complete and return all data sheets issued with the Tender Document.

2.16 Use of English Language

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

2.17 Services/Materials

All SERVICES/MATERIALS (equipment) provided/supplied must meet the requirements of the applicable codes and Technical specifications of the Tender including but not limited to standards of ASTM, API, ISI, NACE, IADC etc. The services must meet all international and industry standards.

2.18 Negotiation with Bidder

The Company shall have right to negotiate with the bidders on technical as well as commercial terms of the Tender.

2.19 No Claim for Compensation for Submission of Bid

- The Bidder shall have no cause of action or claim against GEL for rejection of its Bid.
- The Bidders whose Bids are not accepted shall not be entitled to claim any costs, charges and expenses incidental to or incurred by them through or in connection with their submission of Bids or their consideration by GEL, even though GEL may elect to modify/withdraw the Tender Document or not accept the Bids.

2.20 Other Instructions:

- Owner shall indicate the personnel level and nationalities to be provided in order to meet the requirements of Owner/Bidder's proposal. Key personnel are required to be fluent enough to Read, Write & Speak, English.
- On award of a contract the Contractor shall obtain all clearances, permissions from statutory authorities, expat crew / personnel clearance from Ministry of Home Affairs etc. at his cost, prior to commencement of contract.
- Bidder shall submit detailed contact information including name, designation, Office Phone, Fax, Mobile Phone, address of three key officials who can be contacted for discussions, negotiations or for clarifications.
- A prospective bidder requiring any clarification(s) of the bidding documents may notify GEL in writing or email at GEL's mailing address as indicated not later than one week prior to date of bid submission. GEL may, if deem appropriate, respond to the request for clarification. Such email shall be sent to following email addresses: durgadatta@gujenergy.com copy to alpeshshah@gujenergy.com
- Bidders are requested to visit GEL's website on time-to-time basis for any clarifications, amendments, etc.

2.21 Fraud & Corruption

- GEL requires that Bidders/Contractors observe the highest standard of ethics during the execution of such contracts.
- GEL will reject a bid/ proposal for award if it determines that the Bidder/Contractor recommended for award has engaged in corrupt or fraudulent practices in competing for the tendering/contract in question. If found, the bid shall be rejected and EMD/Bid Bond shall be forfeited OR Contract shall be terminated without any notice period and EMD/Bid Bond/PBG (as may be applicable) shall be forfeited.

2.22 Conflict of Interest

- Unless otherwise agreed in writing by GEL, the Contractor and his personnel shall have no interest in nor receive remuneration in connection with the Work except as provided for in this Document.
- Contractor shall not engage in any activity or provide Service to any other third party, involved directly or indirectly in the facility, which might conflict with the interests of the Owner under this Document.

2.23 Contract and other terms

- GEL and or its representative reserves the right to make any changes, including additions or deletions from the quantities originally ordered or in the specifications of particular services/material and enter into a Rate Contract for the same.
- 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 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/RFQ/Inquiry 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. As per the Labour enactments:
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. Provident Fund Act:
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. ESI Act:
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

2.24 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.

2.24.1 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, 2013; 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.

2.25 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. GEL may at its sole discretion seek additional information / documents from the bidders for the purpose of bid evaluation.

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.

2.26 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.

2.27 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.

2.28 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 SPECIFICATIONS

SCOPE OF WORK OF HYDRAULIC FRACTURING JOB & MUD ACID JOB SERVICES (IN GEL'S ONSHORE BLOCK'S LOCATED IN GUJARAT INCLUDING CB-ONN-2000/1 [AHMEDABAD- OLD PSC & RFPSC] and CB-ON/2 [TARAPUR-OLD] BLOCK ON CALL-OUT BASIS

A. SUMMARY

Gujarat Energy Limited (erstwhile Gujarat Gas Limited) is an integrated energy company involving GEL Group of Companies. GEL is the Operator of Six (06) Exploration & Production Blocks located within the Cambay Basin in Gujarat awarded by the Government of India under NELP/Pre-NELP rounds.

To enhance oil and gas production from some of the identified wells in Ahmedabad CB-ONN-2000-1 Block (OLD & RFPSC), Tarapur CB-ON/2 (OLD), it has been decided for Hydro-Fracking Job including Mud Acid Job if required to improve the well productivity.

Accordingly, this tender is floated to hire services on a call-out basis for the period March 2027 to April 2027, for carrying out hydro-fracturing jobs as detailed below:

- **Firm HF Job (2 Jobs):** Tarapur#1 or TD#1 & New Well-1 in Tarapur Old Block.
- **Contingent HF Job (2 Jobs):** PK2#Dev6 in Ahmedabad Old Block & New Well-2 in Ahmedabad RFPSC.
- **Contingent Mud Acid job (02 Job):** New Well-1 in Tarapur Old Block & New Well-2 in Ahmedabad RFPSC.

Sr. No.	Category	Field	Well Name	Location	Job Description
1	Firm	Tarapur Block-OLD /Tarapur Field	Tarapur#1/T D#1 (Tarapur#1 Field)	Village: Milrampura, Taluka: Tarapur, Dist: Anand, Gujarat	Recommendation of additional perforation interval (if required). Carry out re-fracturing job for 100MT.
2			New well (Tarapur#6 Field)	Village: Milrampura, Taluka: Tarapur, Dist: Anand, Gujarat	Recommendation for the perforation interval and acid job plan prior to HF treatment (if required), followed by execution of an 80 MT HF job in the recommended interval.
3	Contingent	Ahmedabad Block Old PSC (CB-ONN-2000/1)-Ingoli	PK2#Dev6 (Ingoli Field)	Village: Pissawada Taluka: Dholka Dist: Ahmedabad, Gujarat	Recommendation of additional perforation interval (if required). Carry out Hydraulic fracturing job for 60 MT.
4		Ahmedabad Block (RFPSC)	New Well (Balpura Field)	Village: Balpura, Taluka: Dholka, Dist: Dholka, Gujarat	Recommendation for the perforation interval and acid job plan prior to HF treatment (if required), followed by execution of an 80 MT HF job in the recommended interval.

B. Brief of wells

(I) Under Tarapur CB-ON/2 (Tarapur OLD PSC) Onshore Block:

The CB-ON/2 exploration block is located in Cambay- Tarapur Tectonic block. This was awarded to GEL-HOEC consortium with GEL as the operator under 6th exploration round (Pre NELP). Presently GEL holds 80 % stake in the exploration block, with Geoglobal Resources holding the remaining 20% stake The Tarapur # 1 field is located in the Cambay Basin onshore block CB-ON/2, within Tarapur Tectonic structure in the State of Gujarat, India. The Cambay Basin is a narrow linear, intra-cratonic rift graben



formed towards the end of the Cretaceous period. The basin fill sediments range in age from Paleocene to recent. Fault closure situated in the basin can provide excellent trapping conditions.

- Three commercial discoveries, namely, Tarapur -1, Tarapur-G & Tarapur-6 were made during Exploration Phase 2000-2007 in Kalol –EP IV. These discoveries now constitute three producing fields named as Tarapur-1 (Oil) with PML area 2.14 Sq.K.m, Tarapur-G (Gas) with PML area 0.54 Sq.K.m & Tarapur-6 (Oil) Field with PML area 4.87 Sq.K.m.

Tarapur-1 Field has been producing commercially since May'2009 from 6 wells (T-1, T-P, T-5, TD-1, TD-2 & TD-3). Initially all wells came in flow after Hydraulic Fracturing, however observed rapid decline in flow rates as well as reservoir pressure nearby sand face within two years & Artificial lift was implemented on suitable wells.

Well Name	HF	Production commence	SRP Implemented	Oil (m3)	Water (m3)	Gas (m3)	Remarks
Tarapur#1	Nov-06	May-09	Nov-12	8778	417	1201090	Closed from June'18
Tarapur#P	Jul-07	May-09	x	6663	308	2838450	Inremittent production
Tarapur#5	Jun-06	May-09	x	19015	394	26040565	Inremittent production
TD#1	Dec-08	Jan-10	Oct-12	6313	361	980098	Closed from July'18
TD#2	Dec-08	Sep-09	Nov-17	5681	870	8762670	Closed from Nov'25
TD#3	Dec-08	Sep-09	Nov-12	5392	263	1810474	Closed from Jan'18

At present, based on reservoir analysis, GEL plans to carry out re-HF in existing interval (Kalol EP-IV) in either of the wells T-1/ TD-1. The reservoir and geo-mechanical properties of the wells are similar in nature. The exact well may be finalized during actual execution of the HF-job. Based on success, other depleted wells may be taken up for Re-HF jobs in future.

Tarapur-6 (TA-6) field was the second major Oil discovery which was further appraised by drilling 7 (seven) appraisal wells. Commercial production started from August'2015 from 7 wells (Tarapur#6, TA6-A1, TA6-A2, TA6-A3, TA6-A4, TA6-A5 & TA6-A6). All wells came in flow after Hydraulic Fracturing except well TA6#A1 which flowed after perforation, however observed rapid decline in flow rates as well as reservoir pressure nearby sand face within two years & Artificial lift was implemented on suitable wells.

Well Name	HF		Production commence	SRP Implemented	Oil (m3)	Water (m3)	Gas (m3)	Remarks
	Period	Job Size						
Tarapur#6	June'10	65 T	Aug-15	Jan-25	7276	1144	5795851	Under production
TA6#A1	March'25	75 T	Aug-15	April'26	11778	723	7470097	Under production
TA6#A2	June'10	93 T	Aug-15	Jan'18	5616	1052	2574053	Under production
TA6#A3	June'10	74 T	Aug-15	Dec'19	10307	1473	4259019	Under production
TA6#A4	June'10	86 T	Aug-15	Dec'17	7130	1144	2110540	Under production
TA6#A5	July'16	38 T	Sep-15	x	1003	465	1029312	Poor performer even after HF since inception, closed from March'25
TA6#A6	Jan'09	55 T	Aug-15	March'20	7829	1326	4397417	Under production
TA6#A7	Feb'25	65 T	Feb-25	x	2577	437	1242190	Under production

GEL plans to drill new wells for further development of Tarapur#6 Field and needs HF job just after perforation & Testing.

**Firm Category (Period: March'27 to April'27)**

- Re-Hydraulic Fracturing in one of the existing Oil well Tarapur#1 / TD#1 of Tarapur#1 field.
- Hydraulic fracturing Job including Mud Acid Job If required in one New well -01 planned to be drilled in Tarapur#6 Field.

(I) Well Name: Tarapur#1/ TD#1 in Tarapur#1 Field				
Job: Re- Hydraulic Fracturing				
Category: Firm				
Production Period	Producing interval	Cumulative Production		
		Oil (SCM)	Gas (MMSCM)	Water (SCM)
02.01.2010 to 01.10.2012 (S/F)	Object-I:(1613-1619.5) m Object-II:(1621-1624) m	3035	0.18	2
17-10-2012 to 04-07-2018 (SRP)		3207	0.747	354.6
<u>Important Note:</u>				
<u>Current Status:</u>				
The well is in Shut-in Condition with STHP: 50 psi & SCHP: 290 psi. The well is planned for re-fracturing with 100 MT frac size.				
Contractor scope:				
- Carry out geo mechanical study and prepare 1 D Mechanical Earth Model (MEM) based on available data for the Well. - Recommend a suitable perforation/re-perforation interval in Sand pay (if required) based on 1D MEM for HF. - Design & execution of the Hydraulic Fracturing (HF) job, to facilitate effective HF operations.				
(II) Well Name: New well-01 in Tarapur#6 Field				
Job: Hydraulic Fracturing including Mud Acid Job if required				
Category: Firm				
Well Name/ Fields	Nos of well	Formation	Remarks	
Tarapur#6 Fields	01 well (New Well-01)	Kalol	To be drilled	
<u>Important Note:</u>				
Carry out Hydraulic fracturing (HF) of New well-01 in Tarapur#6 Field.				
Contractor scope:				
- Carry out geo-mechanical study and prepare 1 D Mechanical Earth Model (MEM) based on available data for the Well. - Recommend a suitable perforation interval in Sand pay based on 1D MEM for HF, - Design & execution of the Hydraulic Fracturing (HF) job, to facilitate effective HF operations. - In case poor injectivity, plan for Mud Acid Job prior to HF. If injectivity improves then carry out HF Job.				

(II) Under Ingoli Field CB-ONN-2000/1 (Ahmedabad Old PSC) Onshore Block:

Block CB-ONN-2000/1 is in the Ahmedabad – Mehsana tectonic block of the Cambay Basin. The block was awarded to the consortium of GEL and GAIL during NELP-II round. Under this block, Oil discovery PK#2 has been developed into "Ingoli field" with PML area of 14.03 km².



Production commences since September 2005 from well:PK#2 & subsequently more wells (Appraisal /development & substitute) were added in production regime over a period. All these wells are producing from the Fractured Basement Reservoir / Deccan Trap Reservoir.

- Self-Flow life ceased in Nov'09 and wells were put on Sucker Rod Pump System.
- Currently three wells PK2#sub-1, PK#2A1 & PK2#A2 are under production on SRP.
- Reservoir pressure ~ 510 psi

Cumulative Production from Deccan Trap Reservoir (Sep'05 - May'26)			
Ingoli Field	Oil (Scm)	Gas (Scm)	Water (Scm)
	547090	165616	41730
Current Production from wells of Deccan Trap Reservoir			
Well	Oil (m3/d)	Gas (m3/d)	Water (M3/d)
PK2#sub1	17.4	0.96	760
PK2#A1	6.9	0.45	450
PK2#A2	1.2	6.8	145

Recently, two new development wells (PK2#Dev-4 in Dec'25 and PK2#dev-6 in Oct'25) have been drilled in this field.

Well PK2#Dev-6 was drilled as a development well. This well is a vertical well and drilled up to 1857m MD with a 3CP well profile. Observed viscous oil traces on Shale shakers while drilling in production section, without any fluid loss indicating tight formation & different set of fracture compared to producing wells in northern part of the field like PK#2, PK2#Sub#1, PK2#A1, PK#2-A2.

After perforation, well could not flow despite the activation by N2 Application. Estimated Oil Influx: 265 liters/day and requires stimulation through HF in Deccan Trap pay for production enhancement.

Job in Contingent Category (Period: March'27 to April'27)

- Hydraulic fracturing job of the perforated interval in Well PK#2-Dev6.

(III) Well Name: PK#2 Dev6 in Ahmedabad Old PSC (Ingoli Field)		
Job: Hydraulic Fracturing		
Category: Contingent		
Perforation Interval	Formation	Results
(1744-45, 1747-55, 1758-72 m)	Deccan trap/Olpad	Influx rate @265 ltrs/day.
<u>Important Note:</u> <u>Measured Injecting rate on 23rd Jan'2026:</u> - 1700 Psi@130 LPM - 2250 Psi@360 LPM - 2500 Psi@470 LPM <u>Current well Status:</u> - The well is in Shut-in Condition with STHP: 0 psi & SCHP: 50 psi. The well is planned for fracturing with frac size of 60 MT. <u>Contractor scope:</u> - Carry out geo mechanical study and prepare 1D Mechanical Earth Model (MEM) based on available data. - Recommend a suitable perforation/re-perforation interval in Sand pay (if required) based on 1D MEM for HF. - Design & execution of the Hydraulic Fracturing (HF) job, to facilitate effective HF operations.		

**(III) Under Balpura Field CB-ONN-2000/1 (Ahmedabad RFPSC) Onshore Block:**

Exploration block, CB-ONN-2000/1 was awarded to GEL-GAIL consortium in 2001, with GEL as the Operator and GAIL as the partner, having equal participating interests. PK-2, SE-1 and GSAH-5 are the three oil discoveries of this block. Among these, GSAH-5 was drilled during the extended exploration phase of the ring-fence area of 37.32 Sq.Km, which discovered oil in Kalol Formation. Subsequently,

- Appraisal well GSAH#5A1 was drilled and HF was performed for production enhancement. Production started on SRP but the well got sick due to 100 % water production in a very short span of time.
- Development well GSH#5-D4 was drilled which gone dry.
- Currently field is producing with a single well GSAH#5 on SRP at avg Oil rate of 500 liters/day (500 liter/day water & negligible GOR).

For the development of this field, GEL has planned to drill well/s, which may require stimulation based on reservoir performance.

Job in Contingent Category (Period: March'27 to April'27)

- Drilling and testing of one New well -2, followed by hydraulic fracturing job including **Mud Acid Job** If required.

(IV) Well Name: New Well-02 in Ahmedabad RF PSC (Balpura Field)			
Job: Hydraulic Fracturing including Mud Acid Job if required			
Category: Contingency			
Well /Field Name	Nos of well	Formation	Remarks
Balpura Fields	01 (New Well-02)	Kalol	To be drilled as new well
<u>Important Note:</u> • Carry out Hydraulic fracturing job of New well-02 in Balpura Field. <u>Contractor scope:</u> • Carry out geo mechanical study and prepare 1D Mechanical Earth Model (MEM) based on available data for the Well. • Recommend a suitable perforation interval in Sand pay based on 1D MEM for HF. • Design & execution of the Hydraulic Fracturing (HF) job, to facilitate effective HF operations. - If injectivity is found to be inadequate, Mud Acid Job shall be carried out prior to HF job.			

C. Well Data, Fluid and Reservoir Characteristics**(i) WELL NAME: TD#1**

Sr. No.	STIMULATION/FRAC DATA	
1	Well name	TD#1 (Firm job)
2	Field name	Tarapur#1
3	Zone Name	Kalol Pay
4	Estimated Frac Date	TBD
5	Well Profile- Directional	Max. Inclination 27.3° at 1373.37 m.
6	Planned work string (weight, size & Grade)	6.5#, 2-7/8" EUE & P-110
7	Surface Temperature	80 deg F
8	Bottomhole Temperature	242 deg F @1708.8m
9	Type of Well	Oil & Gas
10	Any problem well is having (paraffin, scale, sand production, higher water cut, low production feed in, drilling damage, H2S, etc.)	▪ API: 37°, Wax: 21%, Asphaltene: 0.46%, Pour Point: 30° C



		▪ Flow maintenance requires tubing scrapping / HOC/ SRP
ZONE OF INTEREST:		
11	Type of reservoir	Siltstone
12	Zone thickness	5 m (top sand), 9 m bottom sand separated by 3 m shale (Gross interval 1606-1624 m)
13	Perforation interval	1613-1619.5 m MD & 1621-1624 m MD
14	No. of perforation shots	6 spf, HMX
15	Perforation gun dia	3 3/8" gun with mechanical firing head
16	Perforation if done	Yes
17	Permeability	1.5 mD
18	Porosity effective	13-16%
19	Young's modulus	3.5-4.5 GPa top zone, 5-6 GPa bottom
20	Poisson's Ratio	0.34-0.40
21	Water Saturation	44-60%
22	Reservoir Pressure	Reservoir depleted; pressure is below hydrostatic.
23	Net Pay	9.5 m
24	Gross Pay	11m
BOUNDING ZONES:		
25	Permeability	Negligible
26	Porosity effective	Shale zone above and below with negligible porosity.
27	Young's modulus	5.5-6 GPA (above), 5.5-7 GPA below
28	Poisson's Ratio	0.28-0.33 (avg: 0.3), based on PK-1
CORE AVAILABILITY:		Yes
29	Mineralogy of zones	Lithology is Siltstone with Quartz and mixed layer clays being dominant minerals with traces of Pyrite. Coal layer is present on top of the sand
30	Production history of well	Production history Available
31	Production history of nearby wells	Nearby wells have similar production history and pressure depletion
32	Post job works of previously frac wells in the field	Yes
33	PVT DATA:	Data pertains to nearby well of Tarapur#6 field
(i)	SG of Gas	0.71
(ii)	SG of water	1.008
(iii)	API of oil	41.1
(iv)	Oil viscosity at BHT	0.702
(v)	gas/Liquid Ratio	553 scf/bbl
(vi)	Bo, Bg	Bo~ 1.323, Bg~0.0163
34	EQUIPMENT REQUIREMENT:	
(i)	Well head/ Surface Equipment details (Pressure limitations if any?)	5K Well head

**(ii) WELL NAME: NEW WELL-1**

The datasheet below is based on nearby wells of the Tarapur #6 field.

Sr.No.	STIMULATION/Frac DATA	
1	Well name	New Well-01 (Firm job)
2	Field name	Tarapur-6
3	Zone Name	Kalol-EP IV
4	Surface Temperature	80 deg F
5	Bottom hole Temperature	230 deg F @ 1900 m
6	Type of Well	Oil & Gas
7	Any problem well is having (paraffin, scale, sand production, higher water cut, low production feed in, drilling damage, H ₂ S, etc.)	▪ API: 43°, Wax: 17.5%, Asphaltene: 0.08%, Pour Point: 21° C. ▪ Flow maintenance requires tubing scrapping / HOC/ SRP
ZONE OF INTEREST:		
8	Type of reservoir	Siltstone
9	Zone thickness	15-20 m
10	Perforation interval	<i>Reservoir zone shall range between 1570-1630 m TVDSS</i>
11	No. of perforation shots	<i>6 spf, HMX (planned)</i>
12	Perforation dia	<i>3.375" gun with mechanical firing head</i>
13	Perforation if done	NA
14	Permeability	0.5 - 4 mD
15	Porosity effective	9-15%
16	Young's modulus	9-15 GPa
17	Poisson's Ratio	0.26-0.36
18	Water Saturation	40-60%
19	Reservoir Pressure	Expected to be between 2700-3200 psi
20	Net Pay	15-20 m
21	Gross Pay	25 m
BOUNDING ZONES:		
22	Permeability	Nil
23	Porosity effective	1-3%
24	Young's modulus	YM of shale: 7-10 GPA
25	Poisson's Ratio	0.33-0.36
CORE AVAILABILITY:		Available in nearby wells
26	Mineralogy of zones	Lithology is Siltstone with Quartz and mixed layer clays being dominant minerals with traces of Pyrite and Siderite.
27	Production history of nearby wells	Nearby in the vicinity 5 wells are Hydro fractured. Which were producing 0.5-1m ³ /day. Post HF well new well producing 15-20 m ³ /day for the initial 6-7 months and after sharp decline in Pressure & production.
28	PVT DATA:	
(i)	SG of Gas	0.71
(ii)	SG of water	1.008
(iii)	API of oil	41.1



(iv)	Oil viscosity at BHT	0.702
(v)	gas/Liquid Ratio	553 scf/bbl
(vi)	Bo, Bg	Bo~ 1.323, Bg~0.0163
29	EQUIPMENT REQUIREMENT:	
(i)	Well head/ Surface Equipment details (Pressure limitations if any?)	5K Well head

(iii) WELL NAME: PK2#Dev6

Sr.No.	STIMULATION/Frac DATA	
1	Well name	PK2#Dev6 (contingent job)
2	Field name	Ingoli
3	Zone Name	Deccan Trap
4	Well Profile	Vertical
5	Planned work string (weight, size, Grade)	6.5#, 2 7/8", P-110 EUE
6	Surface Temperature	90 deg F
7	Bottomhole Temperature	208 degF @ 1803 m
8	Type of Well	Oil & Gas
9	Any problem well is having (paraffin, scale, sand production, higher water cut, low production feed in, drilling damage, H2S, etc.)	- The well was drilled in Deccan trap/ Olpad formation with no mud loss. - After perforation, the injection rate was measured as follows: @1700psia-130LPM @2250psia-360LPM @2500psia - 470LPM
ZONE OF INTEREST:		
10	Type of reservoir	Fractured Basalt
11	Zone thickness	Gross thickness 25 m
12	Perforation interval	1744-45, 1747-55, 1758-72 m MD
13	No. of perforation shots	6 spf, HMX
14	Perforation gun dia	3 3/8" gun with mechanical firing head
15	Perforation if done (details to be attached)	Mentioned in Point 16
16	Porosity effective	Fractured reservoir
17	Water Saturation	44-60%
18	Reservoir Pressure	NA
19	Producing Bottom Hole Pressure	STHP=0 Psi & SCHP=50 Psi
20	Net Pay	23 m
21	Gross Pay	28 m
BOUNDING ZONES:		
22	Permeability	Negligible
23	Porosity effective	Shale zone above and below with negligible porosity.
CORE AVAILABILITY:		Yes
24	Mineralogy of zones	Lithology is mainly Fractured basalt along with intermittent Laterite and Calcite streaks



25	Well History	1st W/O 10/1/2026 to 23/1/2026 • Applied N2 job on 8/3/2026 -13.416scm liquid recovered with 76%W/C. • Applied N2 job on 12/3/2026 -2.018scm liquid recovered with 10%W/C.
25	Production history of nearby wells.	Three nearby wells (PK#2Sub#1, PK2#A1 and PK2#A1) are producing with sucker rod pump.
26	PVT DATA:	No
27	API of oil	34.618 @25degC 39.69 @15.5degC/60degF
28	Oil viscosity at BHT	26850cP @39.3degC 8280cP @41.4degC 270cP @43.1degC
29	Bo, Bg	Bo-1.3
30	EQUIPMENT REQUIREMENT:	
(i)	Well head/ Surface Equipment details (Pressure limitations if any?)	5K Well head

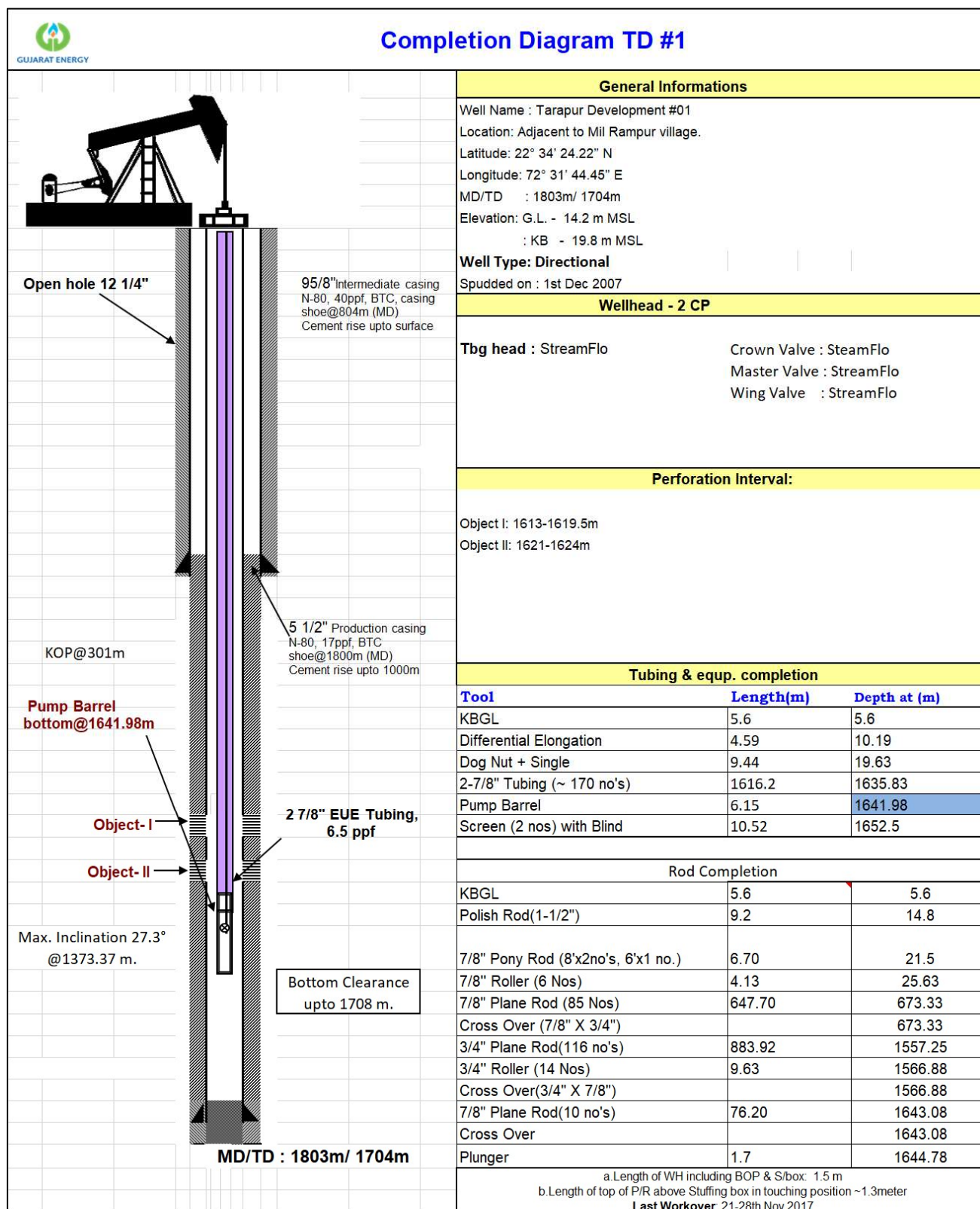
(iv) **WELL NAME: NEW WELL-2:** - Details of the contingent HF job is given below.

Sr.No.	Stimulation / Frac data	
1	Well name	NEW WELL-2 (contingent job)
2	Field name	Balpara (Ahmedabad RFPSC)
3	Zone Name	Kalol
4	Planned work string (Weight, Size, Grade)	6.5#, 2-7/8"EUE, P-110
5	Surface Temperature	80 deg F
6	Bottom hole Temperature	162 deg F @ 1000 m TVDSS
7	Type of Well	Oil
ZONE OF INTEREST:		
8	Type of reservoir	Oolitic Siltstone
9	Zone thickness	10 m
10	Perforation interval	<i>Reservoir zone shall range between 920-1020 m TVDSS</i>
11	No. of perforation shots	<i>6 spf, HMX (planned)</i>
12	Perforation dia	<i>3.375" gun with mechanical firing head</i>
13	Permeability	10-15 mD
14	Porosity effective	12-22%
15	Young's modulus	8-16 Gpa
16	Poisson's Ratio	0.28-0.36
17	Water Saturation	40-60%
18	Reservoir Pressure	1150-1200 psi
19	Producing Bottom Hole Pressure	na
20	Net Pay	6-10 m
21	Gross Pay	10 m
22	BOUNDING ZONES:	
23	Permeability	Nil

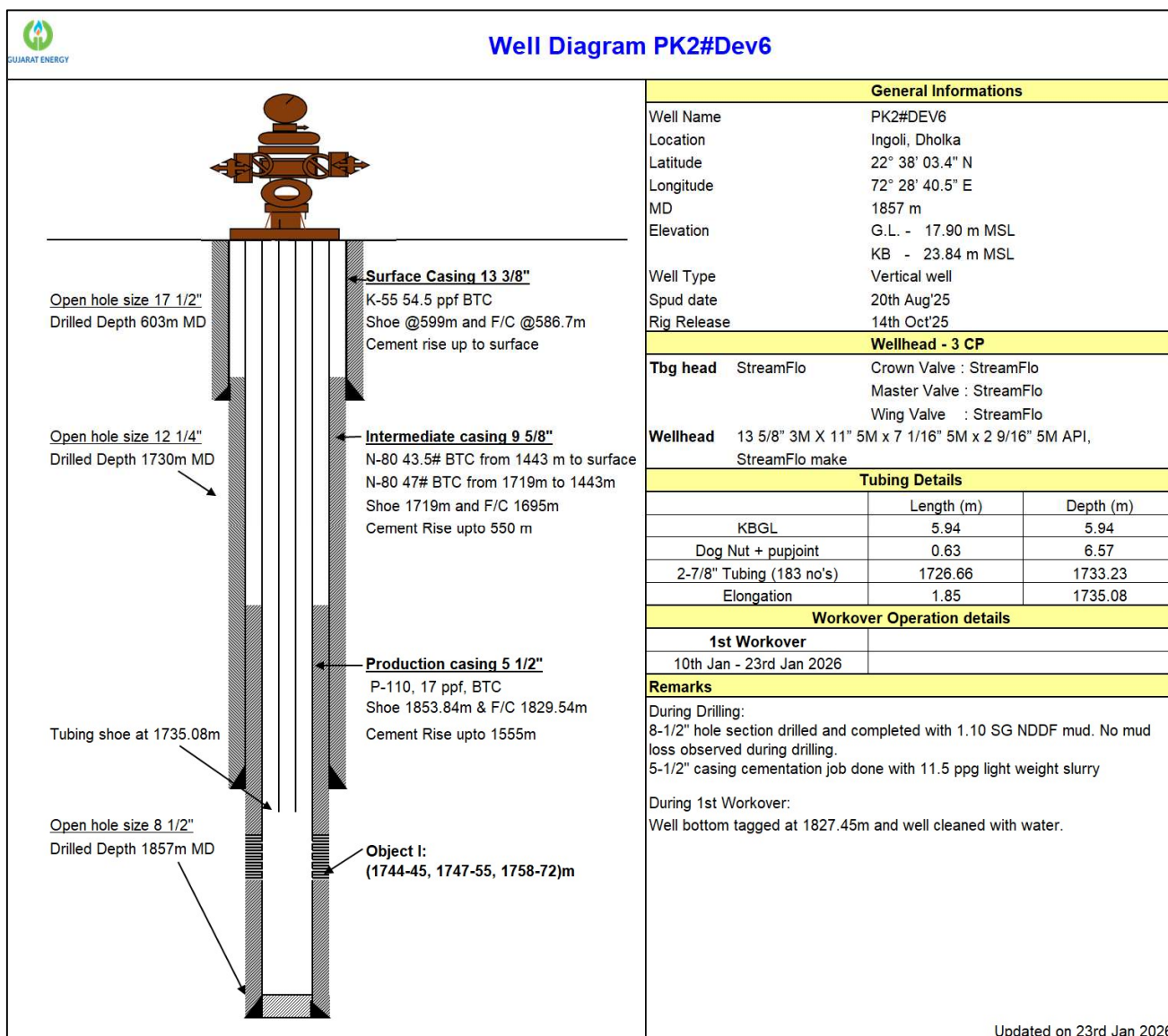


24	Porosity effective	1-3%
25	Young's modulus	1.5-3 Gpa above and below
26	Poisson's Ratio	0.42-0.44 above, 0.35-0.4 below
27	CORE AVAILABILITY:	Not available
28	Mineralogy of zones	Lithology is Siltstone with presence of Oolite and Siderite
29	Production history of nearby wells (To be attached)	Nearby 1 well is hydro fractured and produced 15 m ³ /day after HF. However, production depleted rapidly
30	EQUIPMENT REQUIREMENT:	
(i)	Well head/ Surface Equipment details (Pressure limitations if any?)	5K Well head

Note: Static Young's Modulus has been calculated based on log data.

**D. Well Completion Schematic****(I) Completion well diagram TD#1****Note:-**

- The attached diagram illustrates the existing well completion configuration. The proposed operation is pulling out the sucker rod string and production tubing to surface and well ready to carry out HF job.

**(II) Well Diagram PK2#Dev6**

**E. Well head Details:**

- i) **TD#1:** StreamFlo make, 2 CP well head: 11" 3 M X 7 1/16" 5M x 2 9/16" API.
- ii) **PK2#Dev6:** StreamFlo make, 3 CP well head: 13 5/8" 3M x 11" 5M x 7 1/16" 5M x 2 9/16" 5M API

F. Important Note:**➤ Wireline Logs:**

Wireline logs will be provided to the bidder upon request, if required in LAS format with the bid in the form of CD. To be collected by bidder's representative from company head office in Gandhinagar, Gujarat.

G. Bidder's Scope:**1. The Bidder's will provide the following equipment and services**

- Pumping service equipment, including **high-pressure pumping units, blenders, transfer pumps, mixing tanks, high pressure lines, manifolds, valves, transfer lines, filtration equipment, pressure test pumps, chart recorders, hand tools, tool baskets, laboratory equipment**, etc. as specified in the scope of work, along with any other equipment proposed by bidder to effectively carry out the hydraulic fracturing operations.
- Provision of engineering support to the Company for the preparation of programs, procedures, reports and schedules, etc.
- Provision of logistical support to ensure timely delivery of equipment and services.
- Maintenance of an inventory control system, with reports issued to the Company as and when requested.
- Operational reporting as requested by the Company.
- Provision of copies of equipment manuals, including Equipment specifications, functional and dimensional drawings, maintenance and re-dress records, testing and installation procedures etc.
- Deployment of qualified and experienced service personnel for installation of equipment and operation of pumping equipment.
- Provision of local laboratory support, including all the necessary equipment, trained laboratory personnel, and the capability to test and recommend appropriate fluid systems for the project.
- The bidder shall make arrangements for all lifting and handling equipment's (e.g. crane, forklift, etc.) required for loading & unloading of Bidder's equipment & chemicals at the wellsite.
- The bidder shall make necessary arrangements to provide fuel for HF equipment, such as diesel, lubricants, required for operation of the bidder's equipment.
- The bidder shall provide all required chemicals and Proppant for the operations. The average job size shall be 80 tons of 20/40 mesh size Proppant, with Sp. Gr: (3.16-3.23) and a crush resistance of ~6% @ 7500 psi ensuring that the crush resistance is higher than the maximum anticipated closure stress on the Proppant. Charges for chemicals will be on **consumption basis**. The bidder shall execute the entire HF operation in accordance with **best engineering and industry practices** and shall adhere to all the relevant codes and standards.
- The bidder shall submit the post HF report, along with all acquired and recorded data, to the Company.
- The Water required for the job will be provided by GEL from a known source. The bidder shall test the water parameter such as pH, SG, anion content, sulphate, chloride, bicarbonate, calcium, magnesium, hardness as CaCO₃, iron, etc. in advance and accordingly determine the chemical composition for Fracturing Fluid System. However, prior to start of the job, the bidder shall retest the water parameters to fine tune chemical composition of the recipe at no extra cost to GEL.
- The Bidder shall provide the necessary inputs for selecting and implementing the optimum completion strategy and flowback plan, along with a risk matrix, for safe execution of the proposed plan.



2. PROJECT MANAGEMENT

General

The Bid shall include all project management services necessary to undertake the Works, including but not limited to **planning, detailed design and engineering, quality assurance and control, document control, manufacturing, fabrication, load-out, transportation, testing, certification of Equipment / facilities** and co-ordination of staff and sub-vendors, as required.

Key Personnel

The Bidder shall appoint one of its Key Personnel as a Project Coordinator, who shall be responsible for all matters arising out of this Bid and the ensuing Contract (including project management) and shall act as the primary point of Contact between the Company and the Bidder.

Execution Plan

The successful Bidder shall submit a detailed Project Execution Plan, in line with the Scope of work (SOW), to the Company within one (1) week of issuance of the Letter of intent (LOI). The Company shall review the submission and advise the Bidder of any comments or suggestions, returning a marked-up copy, if required. The Bidder shall incorporate all comments and resubmit the document for final approval.

Mobilization & Logistics

The Bidder shall list the primary service / technical support point (s) that will support the project and provide details of the current stimulation equipment available at the primary service point including horsepower, blenders, and auxiliary equipment. The Bidder will also submit a detailed mobilization plan covering chemicals, equipment and personnel required for successful execution of the SOW.

Service Crews

The Bidder will provide information on the average years of experience of various service personnel, including but not limited to:

- Fracturing Service Supervisor
- Fracturing equipment operator
- Fracturing equipment technician
- Fracturing field engineer, etc.

Technical Support

The Bidder will provide details of personnel and facilities that will provide technical support to the work.

Laboratory Facilities

The Bidder shall list the **location of laboratory facilities** that will support the project and outline the **testing capabilities and capacities** of each facility. This should include **in country domestic laboratories** as well as **regional support laboratories**.

Market Differentiator

The Bidder will list any **key technologies, concepts, or strategies** that could add value to the project and improve **operational efficiencies**.

Third-party Services and Sub-contractors

The Bidder shall list the services provided by any party and describe their experience in executing projects under similar reservoir conditions. The Bidder shall also define their roles and responsibilities with reference to execution of the tender.

Safety

The Bidder shall provide, in writing, a comprehensive set of safety procedures to be followed during testing and execution of the job.



Other Commitments

The Bidder shall provide a list of any other commitments that may potentially affect the commencement or the completion of the Scope of Work outlined here.

3. QUALITY ASSURANCE

As part of the technical proposal, the Bidder shall submit a copy of its **Quality Management System (QMS)**. The Bidder shall also submit copies of any **QA standard certifications** applicable to its entire service line, such as API Q1, ISO 2000 etc. as appropriate.

The Bidder shall provide details of its **operational QA system** for activities including, but not limited to, **pumping operations, frac pack installation, completion operations, and running services**.

4. EQUIPMENT DOCUMENTATION

As part of the technical proposal, the Bidder shall submit **Layout drawings (dimensional drawings)** for all proposed pumping equipment and any other equipment proposed to be deployed for the job.

The Bidder shall also provide **technical descriptions** of all equipment, **including functional features, materials listing, relevant standards with which the equipment complies, capacities, pressure and temperature ratings etc.**, A description of **overall system integration and operation** shall also be provided.

5. DELIVERY SCHEDULE

The Bidder shall be capable of mobilizing **hydraulic fracturing services** covered under this scope of work, including all required equipment, chemicals and personnel, **within 120 (One hundred twenty) days** from the date of issuance of the **Letter of Award (LOA)**.

- Jobs under are expected to commence tentatively during **March'27-April'2027**.

6. JOB GUARANTEES

The Job will be considered **successful** only if the following conditions are met:

1. **Minimum of seventy-five percent (75%)** of the planned job volume is pumped into the well with **original fluid recipe**, including the aggressive breaker schedule.
If the job falls short of seventy-five percent (75%) **of the planned volume** due to reasons attributable to the **bidder's equipment failure or bidder's supplied fluid failure**, the job shall be treated as unsuccessful.
 - In the event of unsuccessful job, **operating day rates** for equipment and personnel as applicable for the pumping hours **shall not be paid**. All other applicable **service rates & product rates**, including chemicals and Proppant, shall be paid **as per actual volume consumed**.
 - The Bidder shall make efforts to **re-attempt the job** to achieve cumulative 75% of the **original designed job volume**. If the same is achieved, **operating charges for the day of re-attempt shall be paid**. Applicable charges for **chemicals and Proppant** shall be paid as per actual consumption. Additionally, **service charges** shall be applicable and paid by the company from the time the bidder resolves the issue that caused the main frac to be unsuccessful."
 - All cost associated with preparation of the well for re-attempt (if required) shall be borne by company.
2. The Job shall be executed within the **mutually agreed Pressure parameters**.
3. **No LTIs (Lost Time Injuries)** shall occur; the job shall be executed in a **safe manner**.

7. ORGANIZATION AND PERSONNEL INFORMATION

The Bidder shall provide **organizational charts** demonstrating how the project will be managed for each scope of work. The overall organizational structure shall be provided, along with details of how this project fits within the Bidder's corporate structure.

Key personnel, including the focal point for liaison with the Company, shall be identified, and their locations shall be specified. Key field personnel shall also be identified.

The Bidder shall submit curriculum vitae (CVs) prior to job execution for all key personnel, including but not limited to:



- Frac engineer/ coordinator
- Frac operator
- Mechanic
- Blender supervisor

The Company shall review each CV and reserves the right to accept or reject any proposed personnel. The Company recognizes that the **quality of operations management and field personnel** is of critical importance, particularly when executing operations in new locations, and shall therefore place significant emphasis on this aspect.

8. PUMPING SPREAD FOR HYDRAULIC FRACTURING OPERATIONS

All units shall be truck/ trailer/ skid mounted or containerized, suitable for onshore operations.

The pumping spread shall consist of the following equipment:

Sl. No.	List of Equipment	UoM	Qty	Bidder's Acceptance
i	Frac Pump unit (Frac Pump unit, skid mounted, suitable for pumping corrosive and non-corrosive fluids.) • Rated working pressure: 10000 psi. • Total required HP + 50% redundancy should be available. • 3" 1502 outlet connection • complete with diesel driven power pack	set	1 (to be decided based on required HHP and number of pumps proposed)	YES / NO
ii	Blender • Capable of blending and pumping up to 20-25 bpm of fracturing slurry. • Ability to measure, transmit, and record all liquid and additives rates to the data acquisition system. • Capability to batch mix of linear gel in hydration tanks. • Liquid additives pumps to inject to the mixer • Dry additives feeder system.	Each	1	YES / NO
iii	Electronic Data Acquisition System • Capable of sending ASCII treatment data to an external computer. • Capability to monitor and Control the fracturing operation. • Battery back-up data acquisition and display system.	Each	1	YES / NO
iv	Electronic Pressure Transducer • Annulus/casing and tubing pressure gauges, complete with Back-up Transducers.	Each	3	YES / NO
v	Densitometer • Low-pressure densitometer at Blender • High-pressure densitometer at the high-pressure line. OR Sand concentration Measurement in Tub • For measurement of Proppant concentration (at the Blender)	Each	1	YES / NO
vi	Frac Tank • 500 bbl capacity per tank • Epoxy lining or equivalent	Each	5	YES / NO



Sl. No.	List of Equipment	UoM	Qty	Bidder's Acceptance
vii	Portable Laboratory Cabin Fluid Laboratory for Checking fluid quality, complete with power supply, including the following equipment: - Viscometer, Water analysis kit and pH meter. - Hot water bath, Blender	Each	1 set of lab test equipment along with 1 unit of lab cabin	YES / NO
viii	High Pressure Fracture manifold Rated working pressure: 10,000 psi	Set	1	YES / NO
ix	Sand Silo - Capacity requirement: 300,000 lbs Proppant - Feed Proppant to the blender during fracturing operations. - Serves as sand storage facility at the wellsite. - Manually operated Hydraulic control	Each	2 (150,000 lbs. each)	YES / NO
x	Liquid Additives System - Equipped with flow meter - Capable of Pumping fluid from the fluid storage container and discharging to the suction of a centrifugal pump or directly to the mixer suction. - Liquid additives system with built in flow meter.	Each	2	YES / NO
xi	Fluid Transfer Pumps and Hoses C-pump skid, wilden pump skid	Each	1 C-pump and 1 wilden pump	YES / NO
xii	High -Pressure Piping, 15000 psi working pressure 2" and 3" High pressure piping	Set	1	YES / NO
xiii	Water Filtering System Dual- Cartridge filter skid, capable of filtration up to at least 100 microns, or as per contractor's requirement.	Each	1 unit+ filter cartridge	YES / NO
xiv	Basket Containing Sufficient Accessories - Cross over flange assembly for production well - Frac cross, piping, and chiksans for injection and flowback. - Any other required crossover to hook up equipment to the well head/X-mas tree.	Set	1	YES / NO
xv	Air Compressor 300 cfm Capacity for Proppant bulking operations	Each	1	YES / NO
xvi	4" Low Pressure (LP) Hoses Suction and discharge hoses for fluid transfer, required to carry out the fracturing treatment.	Set	1	YES / NO

9. SCOPE OF WORK FOR FRACTURE TREATMENT DESIGN AND EXECUTION

The bidder will be responsible for the Planning, designing and execution of the Hydraulic Fracturing and Mud acid job.

The Bidder should coordinate with the Company man to obtain the required data for fracture design, designing the fracture treatment, preparing the pumping schedule, and determining the requirements for chemicals, Proppant, and fracture fluid. This shall also include testing of fracture fluids and preparation of job procedures and programs.

The Bidder shall provide the company with details of the fracture design, including the software used and the methodology adopted for the design.

Each fracture job shall include the following:

1. **Mini-frac Treatment (SRT, D-Fit/ Breakdown test)**
2. **Main- frac Treatment**

9.1 Mini-Frac Treatment

Objective: The objectives of the mini-frac treatment are to determine near wellbore friction (pressure losses occurring through the perforations), characterize the nature of the pressure decline, evaluate rock properties, Fracture closure pressure, net pressure, fluid leak-off, and correct pressure decline for fluid expansion caused by temperature heat-up. The results shall be used to make necessary adjustments/changes to the actual fracture treatment.

Scope: The scope of the mini-frac will include all equipment and operational requirements prior to pumping the main-fracture treatment. The treatment volume should be sufficient to contact the interval expected to be fractured during the main-fracture treatment.

Responsibilities

- The Bidder will be responsible for providing safety procedures and the operational program.
- The Bidder will be responsible for providing all instrumentation, equipment and pipes/connections necessary to connect them to well for successful execution of the work.
- The type of mini-frac test to be conducted such as step-rate test, pump-in/ flowback test and pump-in/shut-in test will be finalized after technical discussions with the COMPANY.
- The Bidder will be required to use high-resolution surface electronic memory gauges to record surface pressure and rate data during injection and fall-off data each second with +/- 0.1 psi sensitivity.
- The Bidder will be prepared to conduct multiple tests, as required.
- The Bidder will be responsible for the analysis of mini-frac data in an operational mode without affecting the work schedule.
- The Bidder will provide detailed technical analysis of the mini-frac data.
- The Bidder will provide quality control (QC) and reporting guidelines for the mini-frac.

Deliverables:

- Submission of analysis and results of the mini-frac job.
- Final design of pumping schedules and pumping rates for the main fracture treatment, based on the results obtained from the mini-frac.
- All reports will be submitted electronically to the list of personnel designated by the COMPANY.
- Printed copies of the final report shall be delivered to the Company's office at Gandhinagar and will be required prior to payment of the invoice.

9.2 Main-Frac Treatment

Objective: To execute the fracture treatment in accordance with the approved design specification.

Scope: The scope of the main-frac will include all equipment and operational requirements necessary for execution of the main-fracture treatment.

Responsibilities

- The Company will provide adequate ground space at the wellsite for placement of the bidder's equipment.
- The Bidder will be responsible for providing safety procedures and the operational program for the Main-Frac.
- The Bidder will provide viscosity data for design and on site testing of fluid parameters as per applicable API specifications.

- The Bidder will be responsible for any design changes based on the mini-frac data and for execution of the main-frac, subject to prior approval of the COMPANY.
- The Bidder will be responsible for providing all instrumentation, equipment and pipes/connections necessary to connect them to the well for successful execution of the work.
- The Bidder will be responsible for analysis of main-frac data in an operational mode without affecting the work schedule.
- The Bidder will provide technical details of the analysis of main-frac data and determination of fracture dimensions.
- The Bidder will provide quality control (QC) and reporting guidelines for the main-frac.

Deliverables:

- Submission of analysis and results of the main-frac job.
- All reports will be submitted electronically to the list of personnel designated by the COMPANY.
- Printed copies of final report will be delivered to the GEL office at Gandhinagar and will be required prior to payment of the invoice.

10. SCOPE OF WORK FOR CHEMICALS & CONSUMABLES FOR HYDRAULIC FRACTURING OPERATIONS

The Bidder will provide a complete list of chemicals and other consumables required for hydraulic fracture treatments. Fluids with multiple ingredients will be broken down into detailed recipes with individual chemical lists to enable cost per unit measurement to be calculated from individual chemical prices.

Descriptions shall include the quantity per packaging unit (volume or weight). The Bidder shall provide an estimate of the total quantity required per well for the Hydraulic Fracturing job, in accordance with the scope of work.

All chemicals and consumables shall be quality checked at the source and re-checked upon delivery. Samples from the specific lot to be used shall be re-checked immediately prior to use.

Chemicals will be packed in sacks, drums or cans of appropriate sizes in accordance with industry standards/norms. Chemicals susceptible to moisture damage shall be packed in moisture proof, multi-walled paper bags or HDPE bags with 100-gauge polyethylene lining. All hazardous chemicals shall be packed in leak-proof packaging and containers in compliance with MSDS requirements and all applicable local regulations for handling the chemicals.

Pallets containing chemicals shall be securely wrapped with plastic sheets and properly lashed. Each container or pallet shall have identification markings stenciled with paint giving complete details of its contents.

10.1 Fluid System and Additives

- The Fluid system design must be as per company specifications and mutually agreed composition. The following additives may be required and shall be quoted by the Bidder:

- Gelling Agents
- Cross linkers
- Surfactant
- Defoamer
- PH agents/ buffers
- Accelerators
- Gel Stabilizer
- Breakers
- Bactericide
- Clay control
- If any others additives required (Please specify)
- Reservoir temperature is around **220 degF**.



The proposed frac fluid should be compatible with the formation rock and in-situ fluid and should not damage the formation permeability after the hydraulic fracture job. The fluid should be easy to flow back during clean up.

10.2 Proppant

- 20/40 Intermediate strength proppant (ISP) **Specific gravity range** 3.16-3.23, with a crush resistance of ~6% at 7500 psi, ensuring that the crush resistance is higher than the maximum anticipated fracture closure stress. The proppant shall be suitable for the job based on study results.
- The Bidder may propose different proppant size range based on their experience in the region. It will be an alternative proposal.
- The Proppant must meet API RP 19C/ISO 13503-2:2006 for Measurement of Properties of Proppant used in Hydraulic Fracturing Operations
- The crush resistance of the Proppant should be higher than the maximum anticipated closure stress on the proppant.
- The Bidder will provide test results for hydraulic fracture conductivity and embedment versus stress for the proposed proppant at the planning stage.

10.3 Acid System for pickling the work string

- An acid system that includes HCl, HF, inhibitor, iron control agent, dope buster type pipe dope solvent or a proven system with equivalent components.
- Additional chemicals, including Acetic acid, mutual solvent, surfactant, neutralizer shall be proposed as optional additives.
- The acid system shall be suitable for a temperature range 50 – 275 degF
- The bidder will propose acid concentrations based on sample analysis and shall also execute the Mud Acid Job.

10.4 Any other Chemicals

The Bidder shall propose any other chemicals required for successful execution of the job.

11. PERSONNEL

All proposed personnel shall be competent for the assigned job and have sufficient experience. Personal will be accepted fit for job subject to Company's approval. Resumes must be submitted prior to job execution.

Bidder shall be responsible for obtaining necessary clearances from statutory and regulatory agencies for working in India.

11.1 Frac Engineer/ Project Coordinator

A Frac Engineer must have sufficient experience (at least 5 Frac Jobs) of working as a project coordinator for hydro fracturing campaigns for oil and gas companies. Preferably should be a Petroleum Engineering graduate.

The Frac engineer shall be responsible for all aspects of Design, planning and execution of the pumping operation, working in close liaison with the Company for data gathering, job design, equipment, chemicals and personnel management and all matters arising out of this Bid and ensuing Contract (including project management) and be the primary point of Contact between the Company and the Bidder. Charges for the Frac Engineer/ coordinator shall only be absorbed in the overall project.

The Engineer shall be responsible for inventory control and logistics, including liaison with Company's logistics personnel.

At the well-site the Frac Engineer shall be responsible for implementing the programs in coordination with the Frac supervisor and monitoring the job. He will be responsible for making any changes required in the field and for ensuring suitable management of change procedures and followed.

11.2 Frac Supervisor

The Frac Supervisor must have adequate experience as frac supervisor with at least 2 (two) years' experience as a Crew Chief.

At the well-site the Frac Supervisor shall be responsible for all aspects planning and execution of the pumping operation, working in close liaison with the Project Coordinator/ Frac Engineer. He shall be responsible for ensuring good and continuous communication between tool specialist, the driller, the pumping crew and the Project Coordinator during the job.

11.3 Blender operator

Should have experience as a blender operator for minimum five (05) Hydro fracturing jobs. Shall be responsible for efficiently handling blending operations on location as per the proposed pumping schedule.

11.4 Chief Mechanic

Should have adequate experience as chief mechanic of the equipment's. Shall be responsible for proper working of equipment's as per the proposed pumping schedule. Shall be capable to trouble shoot equipment during operations to ensure smooth operations.

11.5 Frac crew

Bidder is to recommend all other crew personnel to carry out the proposed Fracturing jobs and as appropriate for Bidder's proposed pumping equipment spread.

SCHEDULE "B-1" – ADDITIONAL DETAILS ON TENDER

Sr. No.	Section	Sub section	Additional details
i	SCHEDULE-B	3. SCOPE OF WORK	Mild wax deposition on inner wall of production tubing and is being cleaned time to time by mechanical scrapping /HOC. No scaling issues recorded in these wells. Mud acid may plan to clear any plugging of perforations to improve injectivity. - Separate spread sheet for mud acid recipe shall be submitted along with bid stating concentrations of additives to be used in the Mud Acid.
ii	SCHEDULE-B	3.QUALITY ASSURANCE	As per tender, the Bidder shall provide details of its operational QA system for activities including, but not limited to, pumping operations, frac pack installation, completion operations, and running services.
iii	SCHEDULE-B	6.JOB GUARANTEES	As per tender, bidder has to guarantee successful pumping of at least 75% of planned slurry volume for the job to be deemed successful. All required data that may be required for bidder to propose/plan and execute the job successfully will be provided by company.



Sr. No.	Section	Sub section	Additional details
iv	SCHEDULE-B	8. Pumping Spread For Hydraulic Fracturing Operations (SN-(i) Total HP required + 50% redundancy should be available)	Max pumping rates of 25bpm may be considered.
v	SCHEDULE-B	8. Pumping Spread for Hydraulic Fracturing Operations (SN -viii) High Pressure Fracture manifold. Working pressure: 10000 psi)	WP of minimum 10000 psi may be consider.
vi	SCHEDULE-B	8.Pumping Spread for Hydraulic Fracturing Operations (SN-ix) Sand Silo: Capacity requirement 300,000 lbs proppant)	Bidder may consider and quote for 130T capacity sand silos.
vii	SCHEDULE-B	8.Pumping Spread for Hydraulic Fracturing Operations (SN xiii) Water Filtering Dual Cartridge filter skid with ability to filter up to at least 100 micron or as per contractor requirement)	Bidder to include row in pricing table for cartridges, if required.
viii	SCHEDULE-B	8.Pumping Spread for Hydraulic Fracturing Operations (SN- xiv) Frac crossover and piping, chucks for injection and flow back.	Flow back line will be made with company equipment after the job is completed successfully. In case reverse out/ circulate out is required during job, it will be carried out through contractor's line-up.
ix	SCHEDULE-B	10.1 Fluid System and Additives (The fluid should be easy to flow back during clean up.)	CT is unavailable with company. Completion string consists on only 2 7/8" tubing. Well fluids will be circulated/pumped out through it, if required. Bidder may quote and propose equipment whichever he decides will be beneficial to the project. Company reserves the right to accept any additional equipment.
x	SCHEDULE-B	10.3 Acid System for pickling the	Currently the plan is to pump acid only if required. If well does not flow back after Mud Acid Job, we may go forward with HF in this



Sr. No.	Section	Sub section	Additional details
		work string (Acid System for pickling the work string)	situation with acid leading ahead. Bidder may quote any equipment and chemical if he decides will be beneficial to the job. Company reserves the right to accept any additional equipment.
xi	Technical Bid Evaluation Criteria	Acceptance Criteria	Bidder to submit undertaking on company letter for the following: The vintage of the offered equipment's to perform the tender services is not older than thirty (30) years.
xiii	SCHEDULE-B	SOW	Firm wells 02nos and Contingent: 02 wells <u>Firm wells:</u> ▪ Tarapur#1/TD#1: Study and recommended a suitable perforation/re-perforation interval in Sand pay (if required), along with HF designing & execution in the interval: (1613-1619.5) m & (1621-1624) m. ▪ New Well-1: Study and recommended a suitable perforation interval in Sand pay, along with designing & execution of the Hydraulic Fracturing (HF) job, to facilitate effective HF operations. <u>Contingent wells:</u> ▪ PK2#DEV6: Study and recommended a suitable perforation interval in Sand pay, along with HF designing & execution in the interval: (1744 - 45) m, (1747-1755) m & (1758-1772) m. ▪ New Well-2: Study and recommended a suitable perforation interval in Sand pay, along with designing & execution of the Hydraulic Fracturing (HF) job, to facilitate effective HF operations.



Section-IV Rate Schedule

Hydraulic Fracturing Job & Mud Acid Job Services (In GEL's Onshore Block's located in Gujarat including CB-ONN-2000/1 [Ahmedabad- Old PSC & RFPSC] and CB-ON/2 [Tarapur- OLD] Block on Call-Out Basis

RATE SCHEDULE					
For Hydraulic Fracturing & Acid Job					
Table - A					
Sl. No.	Description	UOM	Estimated Quantity	Unit Rate (USD/INR)	Total Amount (USD/INR)
			A	B	C = A x B
1	Equipment & Personnel Mobilization Charges (full 1 (one) set of Hydraulic fracturing equipment including all equipment accessories tools, spares and personnel)				
1a	Contractor's base to any wellsite of Tarapur Block (CB-ON/2 Old)	Lumpsum	1		
2	De-Mobilization of full 1 (one) set of Hydraulic fracturing equipment including all equipment accessories tools, spares and personnel				
2a	Back to Contractor's base from any well of Tarapur block (CB-ON/2 Old)	Lumpsum	1		
2b	Back to Contractor's base from any well of Ahmedabad Block (CB-ONN-2000/1 Old & RFPSC)	Lumpsum	1		
3	Interwell Movement Rates				
	Inter-location Movements Charges from one well to next well (either in the same block or other blocks mentioned above in the tender document)				
3a	0.1 -10 km	Per Move	1		
3b	10.1 - 20 km	Per Move	1		
3c	20.1-70 km	Per Move	2		
3d	above 70km	Per KM	30		
4	Hydro fracturing Job (Designing, Equipment & personnel Charge) Lumpsum for HF design, equipment & services which includes operating days, standby days, Frac equipment, Frac team, Diesel & other consumable charges	Per Job	4		
5	150 bbl Mud Acid Job (7.5% HCl - 1.5% HF Mud Acid) in two wells (It includes cost of Mobilization, operating and demobilization of equipment, materials & chemicals along with service Engineer & crew as required to execute one job as per the SOW)	Per Bbl	300		
6	Chemicals & Consumables Rate (For Entire Package)				
6a	Mini Frac Treatment (HF Chemical Recipe): 300 bbl job in four (04) wells (Detailed item wise	Per Bbl	1200		



	quantities/rates/value to be incorporated in Table A-1)				
6b	Brine (2% KCL or equivalent) for 250 bbl per job in four (04) wells	Per Bbl	1000		
6c	Main frac treatment (HF Chemical Recipe): 1800 bbl in 1 well, 2100 bbl job in 2 wells ,2400 bbl job in 1 well (Detailed item wise quantities/rate/values to be incorporated in Table A-1)	Per Bbl	8400		
6d	Proppant (Job size: up to 60 tons for 1 job, 80 tons for 2 jobs, 100 tons for 1 job).	Per Ton	320		
Total (INR/USD) (Excl. of GST)					
SAC / HSN Code (_____) Applicable GST Rate (____ %) Add GST					
Total Inclusive of GST (INR/USD)					

Notes applicable to above Table:

- Mobilization will be in Tarapur Block (CB-ON/2 Old PSC Block) and demobilization may be either from Tarapur Block (CB-ON/2 Old PSC Block) or Ahmedabad Block (CB-ONN-2000/1 Old/ RFPSC Block).
- Quantities mentioned in the above tables are estimated quantities. Actual quantities shall vary based on GEL's operational requirements.
 - Firm HF Job (2 Jobs): Tarapur#1 or TD#1 & New well-1 in Tarapur Old Block.
 - Contingent HF Job (2 Jobs): PK2#Dev6 in Ahmedabad Old Block & New well-2 in Ahmedabad RFPSC.
 - Contingent Mud Acid job (02 Job): New well-1 in Tarapur Old Block & New well-2 in Ahmedabad RFPSC.
- Mobilization shall be treated as complete only when all the required equipment's have arrived at the designated well site and are assembled, connected and ready to take up the operations.
- Demobilization shall be applicable from the date and time the equipment; personnel are demobilized as per the instruction of GEL representative.
- No payment shall be made for equipment when the equipment is demobilized for inter-location movement till the same are assembled, connected and ready to take up the next operations. Only inter-location movement charges shall be applicable & paid accordingly.
- Bidders must quote prices in the Price Schedule. All quoted prices shall be **inclusive** of GST.
- The water required for job will be provided by GEL (sourced from local near well site). The water parameters like PH, SG, Anion Content, Sulphate, Chloride, Bicarbonate, Calcium, Magnesium, Hardness as CaCO₃, Iron, etc. should be checked in advance before bidding. Bidder to collect the water samples from GEL Head Office / Site Office, within 07 days of issuance of tender and submit a report thereof in its technical bid. Bidder shall use the best suited water sample for designing & chemical estimation. Any change in HF chemical composition of the recipe due to water parameters will not be entertained later.

TABLE- A1 &A2:
Unit rate Schedule & Quantities for chemicals and additives for HF job:

Bidder shall list all the consumables that may be used during different stages. Provide a brief description of each chemical describing its intended use, advantages and limitations. Each bidder is required to quote for a main frac treatment volume of **1800 bbl for 1 well ,2100 bbl for 2 wells, 2400 bbl for 1 well including frac fluid** and 300 bbl of mini frac (with all additives). Each bidder must also consider **60 MT of proppant for 1 HF- Job, 80 MT of proppant for 2 HF- Jobs and 100 MT of proppant for 1 Re-HF-Job**. These values are for evaluation purpose only. Bidder will be paid as per actual consumption during execution. Also provide a price list of all potential chemicals that may be used during the scope of work.

**TABLE-A1
(Chemicals Required per BBL for Frac Fluid System in MINI & MAIN FRAC TREATMENT)**

Sr. No	Material Description	UoM	Quantity Required for per Bbl per Job	Unit Rate (INR/USD Rs.)	Cost for per Bbl for one job (INR/USD Rs.)	% Age GST on Unit Rate
1	Antifoam Agent					-----%
2	Stabilizer					-----%
3	Delaying Agent					-----%
4	Delaying Agent					-----%
5	Bactericide					-----%
6	Slurriable Gaur (35 PPT)					-----%
7	Cross linker					-----%
8	Activator					-----%
9	Potassium Chloride					-----%
10	Bidder to add - Any other chemical as bidder deems suitably necessary to carry out the job					-----%
Cost per BBL ((INR/USD))						
Add GST						
Total Inclusive of GST (INR/USD)						



TABLE-A2 (Chemicals Required per BBL for Mud Acid Job: 7.5% HCL - 1.5% HF)						
Sr. No	Material Description	UoM	Quantity Required for per Bbl per Job	Unit Rate (INR/USD Rs.)	Cost for per Bbl for one job (INR/USD Rs.)	% Age GST on Unit Rate
1	HCL					-----%
2	ABF (Ammonium Bifluoride)					-----%
3	Corrosion Inhibitor (well temperature 120°C)					-----%
4	Ammonium Chloride					-----%
5	Iron Control Agent					-----%
6	Surfactant					-----%
7	Non-Emulsifier					-----%
8	Neutralizer					-----%
9	Bidder to add - Any other chemical as bidder deems suitably necessary to carry out the job					-----%
Cost per BBL ((INR/USD))						
Add GST						
Total Inclusive of GST (INR/USD)						

Notes applicable to above Table A1&A2

- The above prices shall be GEL designated site.
- The amount quoted per BBL rate for HF Chemical Recipe for Mini Frac Treatment and Main Frac Treatment in Table A1, should match when unit rates, quantities calculated and compared with the quoted values of Table A.
- The amount quoted per BBL rate for Mud Acid Job (7.5% HCL – 1.5%HF) in Table A2, should match when unit rates, quantities calculated and compared with the quoted values of Table A.
- Bidders must quote prices in the Price Schedule. All quoted prices shall be **inclusive** of GST.
- The Bidder shall be paid for the actual quantities of additives/materials consumed in the well. The bidder shall make all efforts to use the same quantities as quoted in the bid for each item of the recipe per BBL and shall ensure to use same in the well if the well condition/parameters are in line/within the limits defined in the tender. All left over consumable material / chemicals (packed or unpacked condition) shall be taken back by the bidder, for which GEL shall not make any payment.



Table-B					
Unit rate for Study w.r.t HF-design					
Sl. No.	Description	UOM	Estimated Quantity	Unit Rate (USD/INR)	Total Amount (USD/INR)
			A	B	C = A x B
1	1D Mechanical Earth Modelling (Firm:2 & Contingency: 2)	Lumpsum	4		
2	Pressure Depletion Study	Lumpsum	1		
Total (INR/USD) (Excl. of GST)					
SAC / HSN Code (_____) Applicable GST Rate (____%) Add GST					
Total Inclusive of GST (INR/USD)					
Note: <i>The above-mentioned study shall be carried out in-house and not through any sub-contractor.</i>					

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 provisions of the erstwhile Companies Act, 1956, having its registered office at Gujarat Energy Bhavan, Sector-11, Gandhinagar – 382 010, Gujarat, India as operator of **onshore Blocks namely: CB-ONN-2000/1 including RFPSC Ahmedabad, CB-ON/2 including RFPSC Tarapur, CB-ONN-2002/3 Sanand Miroli and CB-ONN-2003/2 Ankleshwar in Gujarat, India** (hereinafter referred to as "Company" 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 the Company and the Contractor shall individually be referred to as "Party" and collectively as "Parties".

RECITALS:

WHEREAS:

A. The Company, in its capacity as the Operator on behalf of its joint venture partners, desires to hire _____ Services for GEL Operated blocks as specified by Company in the **Tender:** _____ dated _____, in the: Operator in onshore Blocks namely: CB-ONN-2000/1 including RFPSC Ahmedabad, CB-ON/2 including RFPSC Tarapur, CB-ONN-2002/3 Sanand-Miroli and CB-ONN-2003/2 Ankleshwar in Gujarat, India, as set forth hereinafter.

B. The Contractor is engaged in the business of providing Hydraulic Fracturing including Mud Acid Job Services and has agreed to provide such Services for GEL operated Onshore Blocks 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, personnel, equipment (fit for purpose) as per the Scope of work, of this tender and fully trained personnel capable of efficiently operating such equipment; and is ready, willing and able to carry out Hydraulic Fracturing including Mud Acid Job Services for GEL operated Onshore Blocks on Callout Basis at CB-ONN-2000/1 (Old & RFPSC) and CB-ON/2 (Old & RFPSC) Blocks in Gujarat, India as per the scope of work of the tender document.

D. Pursuant to the above, the Company 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 carryout Hydraulic Fracturing including Mud Acid Job Services for GEL operated Onshore Blocks on Callout Basis at CB-ONN-2000/1 (Old & RFPSC) and CB-ON/2 (Old &



RFPSC) Blocks in Gujarat, India 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 services as per the Contract, the Company 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, Rate 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 LOI/ Work Order/LOA or signing of contract, whichever is earlier, by the Company ("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 **Hydraulic Fracturing including Mud Acid Job Services for GEL operated Onshore Blocks on Callout Basis at CB-ONN-2000/1 (Old & RFPSC) and CB-ON/2 (Old & RFPSC) Blocks in Gujarat, India**, in accordance with the Scope of Work as well as other terms and conditions of the Contract.

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

Executed for and on behalf of

Gujarat Energy Limited,

Name:

Title:

Date:

Witness:

1. _____

Executed for and on behalf of

ABC Ltd.

(_____)

Date:

Witness

1. _____

SECTION VI

GENERAL TERMS AND CONDITIONS OF CONTRACT

The Following terms and conditions will be a part of Contract.

1. DEFINITIONS & INTERPRETATIONS

Definitions

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

- 1.1 **"Affiliate"** shall mean with respect to any Person, any other Person directly or indirectly through one or more intermediaries controlling, controlled by, or under common control such Person:
Here "Control" means: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person, or (b) the possession, directly or indirectly, of a voting interest of more than 50%. For the purpose of this definition, "subsidiary" and "holding Company" shall have the meaning assigned to it under Companies Act, 2013.
- 1.2 **"Approve", "Approval", "Approved" and "Directed"** - means the approval or direction in writing by COMPANY Representative or COMPANY persons deputed / authorized by COMPANY for the purpose.
- 1.3 **"Applicable Laws"** means all laws, promulgated or brought into force in the whole or in part of territory of India, including regulations and rules made thereunder, including amendments thereof, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Contract.
- 1.4 **"Claims"** shall mean and include all actions, liens, proceedings, recoveries, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines.
- 1.5 **"Company"/ "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.
- 1.6 **"Company Group/ GEL Group"** shall mean the Company, its and their affiliates their contractors, subcontractors and equipment vendors of any tier, its Co-ventures, their personnel, officers, directors, employees and agents but excluding Contractor Group.
- 1.7 **"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.
- 1.8 **"Contractor Group"** means Contractor, its Affiliates, its and their contractors, subcontractors of any tier, its and their personnel, officers, directors, employees and agents but excluding Company Group.
- 1.9 **"Contract"** shall mean this Contract entered into between Gujarat Energy Limited and the Contractor for Hiring of Hydraulic Fracturing including Mud Acid Job Services, bearing Tender No.: GEL/PRD/Hiring of HF & Acid Job Service/2026-27/642, together with all Sections, Attachments, Annexures, the Schedule of Rates, the Letter of Award, and any amendments subsequently agreed in writing between the Parties.
- 1.10 **"Company Indemnified Parties"** shall mean all or any of the Company, its Co-venturers, the Government of India, its and their other contractors and sub-contractors, and its and their Affiliates and the employees, servants and agents of any of them.
- 1.11 **"Company Representative"** - means the person or persons expressly designated in writing by the Company, who signs the Contract on behalf of the Company or any other person authorized/nominated in writing by the Company to act on behalf of the Company and / or to perform the duties.
- 1.12 **"Contract Value"** shall mean, for the purpose of calculation of the Bank Guarantee Amount, levy of liquidated damages and for the purpose of indemnities, the estimated value calculated based on amount to be incurred by the Company for the entire duration of the Contract as per the Schedule of Rates (price quoted multiplied by tendered quantities if applicable) 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. GST (if



applicable) shall also be included for the purpose of calculating the Contract Value. 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.

- 1.13 **"Contractor's Equipment"** shall mean all equipment along with auxiliary equipment, tools, spare parts, items of plant, facilities, miscellaneous materials, consumables, and all appliances as specified in the Scope of Work or in LOA/Contract which are provided by the Contractor, mobilized for performance of the services under this Contract.
- 1.14 **"Demobilization"** shall mean the release, at a location designated by COMPANY, of all of the Contractor's Equipment/vehicle and personnel.
- 1.15 **"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.
- 1.16 **"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.
- 1.17 **"Performance Bank Guarantee"** means the bank guarantee that is to be furnished by the Contractor from a Bank of repute specified in the Attachment-3 hereto and acceptable to the Company for 05% of estimated Contract Value to guarantee performance in accordance with the terms and conditions under the Contract.
- 1.18 **"Contractor's Personnel"** shall mean each individual and the collective group of Contractor's employees, Contractor's subcontractors, and their respective employees, subcontractors, licensees, invitees, agents and representatives, who are deputed and/or utilized by Contractor for the performance of the Work under this Contract.
- 1.19 **"Rates or Rate"** shall mean the applicable rates of compensation to be paid to the Contractor for the equipment/services provided/performed hereunder as set forth in the respective price schedule/Rate Schedule.
- 1.20 **"Mobilization"** shall mean only when the all the tools, equipments and/or personnel as per the Call out/Mobilization notice under reference, along with all auxiliary equipments has been mobilized / reached at GEL's wellsite in fit for purpose condition. Mobilization shall be treated as complete only when all the required equipments/consumables/personnel has arrived at the designated well site and are assembled, connected, successfully pressure tested and ready to commence/start the operations.
- 1.21 **"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.
- 1.22 **"GEL Designated Base"** shall mean GEL's Kerala GIDC Warehouse or designated well site of Company used to support operations conducted at different sites. However, the contractor shall store/ its equipments and materials at its own cost & risk at either the GEL Designated Base or well site
- 1.23 **"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.
- 1.24 **"Good Oilfield Industry Practices"** means good international petroleum 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;
- 1.25 **"Third Party"** shall mean a person/entity which is not included in Company Group or Contractor Group.
- 1.26 **"Effective Date"** shall be the date of issue of LOI/LOA/Work Order or signing of the Contract, whichever is earlier.



- 1.27 **"Term of the Contract"** shall mean the duration of the Contract consisting for period of 01 (One) year from the Effective Date and for any well in progress at the end of such term at the same rates terms and conditions at the same rates terms and conditions.
- 1.28 **"Termination Date"** shall mean the time of day and date when the Term defined in contract hereof expires or when this Contract is terminated by Company, in accordance with its terms, whichever occurs first.
- 1.29 **"Services"** shall mean the services to be provided by the Contractor under this Contract as more particularly described in Scope of Work, the LOA/WO along with this Contract and shall include such other services as may from time to time be agreed in writing between the Contractor and Company.
- 1.30 **"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.
- 1.31 **"Letter of Intent / Letter of Award / Work Order"** or **"LOI/ LOA/ WO"** shall mean the letter of Intent or Letter of Award or Work Order issued to the Contractor by the Company.
- 1.32 **"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 the Company for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.
- 1.33 **"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 the Company, 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.
- 1.34 **"Inter-location Movement (ILM)"** shall mean the inter location move (ILM) between two well locations from the time the Equipment is released from one well location until the time the equipments is on the next well location and ready for operation (including the preparation of operation). ILM shall be applicable only when the complete tool/equipment, as per the Call out/Mobilization notice under reference, along with all auxiliary equipments (in fit for purpose condition) has been de-mobilized from GEL's one well-site and mobilized and ready to perform the operation at other GEL's designated wellsite. ILM shall be payable as per rates stated in Rate Schedule.
- 1.35 **"Demobilization of Tool/Equipment/Personnel"** shall mean when Company/Company's representative issues demobilization notice of the Hydraulic Fracturing Tool/equipment/personnel. The same shall be effective as per demobilization notice.
- 1.36 **"Oil well"** is a deep, narrow hole in the ground that's used for bringing oil to the surface.
- 1.37 **"Drilling Rig"** shall mean the Onshore drilling rig and associated equipments.

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 the Company 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 the Company in reasonable time, it shall be deemed to be an instruction in writing by the Company. 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 Rate
 - e) All other Annexures / Appendices to the Tender Document including the Bank Guarantee, LOA/Work Order etc.

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

3. **Scope of Work and Technical Specifications:**

The Scope of Work for this Tender is to enhance oil and gas production from some of the identified wells in Ahmedabad CB-ONN-2000-1 Block (OLD PSC & RFPSC), Tarapur CB-ON/2 (OLD PSC), it has been decided for Hydro-fracturing Job including Mud Acid Job (if required) to improve the well productivity.

Accordingly, Contractor is required to provide services on a call-out basis for the period around March 2027 to April 2027, for carrying out hydro-fracturing jobs for 02 Firm HF Jobs, 02 Contingent HF Jobs and 02 Contingent Mud Acid jobs in a sequential manner; as per the Scope of Work.

The brief Scope of Work & Technical Specifications shall be as per “**Section – III**” attached herewith.

4. **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 Company shall compensate to Contractor for the actual work executed/ completed and certified by GEL subject to any additions/deletions thereto which may be made through the application of relevant provisions of the Contract.

To complete the above-mentioned scope of work, GEL shall pay the Contractor for actual hire period/work done and on the basis of rates mentioned in the Rate Schedule Section – IV attached herewith.

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 any ground whatsoever shall be allowed.

5. **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 for One (01) Year and for any well in progress



at the end of such term, at the same rates terms and conditions. The rates, terms and conditions of this Contract will remain valid and firm for the entire Term of the Contract.

6. Company and Contractor Representative

- 6.1 (a) Company's Contract Administrator (hereinafter referred to as the "Contract Administrator") shall be the person so appointed by Company and shall be responsible for administering this contract on Company's behalf and for issuing any and all instruction pertaining to the Work hereunder. Company may change the Contract Administrator from time to time and notify the Contractor in writing of such change.
- (b) For the Term of the Contract, Company shall appoint its representative at the base / Rig and/or at Well Site/Well Location who is authorized to represent Company (hereinafter referred to as the "Company Representative"). Company's representative shall have the right at all times to receive all information pertaining operations, records, reports and any other information on any operations performed under this Contract. The Company representative shall be entitled to inspect all operations performed hereunder and to witness and to check all measurements and tests. The Contractor shall at all times cooperate and assist the Company Representative in performance of his duties pertaining to this Contract. Company Representative may delegate all or part of his responsibilities to a nominated deputy.
- 6.2 Within five (5) days from the commencement of Services under the Contract or date of signing of this Contract, whichever is earlier, Contractor shall nominate a representative, who will be a Contractor's employee authorized to represent Contractor with respect to this Contract. Such representative shall be knowledgeable about HF operations and should understand the circumstances under which the HF jobs are to be performed, the function of various consumables/operations, and should be duly authorized to represent the Contractor at all times during the progress of the Work and to receive and to act on any request made by Company in the performance of the Work including any emergency instructions, pursuant to the terms of this Contract (hereinafter referred to as the "Contractor's Administrator"). Any proposed change in appointment of Contractor's Representative shall be notified by Contractor to Company in writing. No such change shall be made without the written approval of Company Representative, which shall not be unreasonably withheld.
- 6.3 Contractor's Administrator shall have full authority concerning the Work to be performed under the Contract as per the SOW, supply of Contractor's equipment/materials/consumables and shall have full authority to proceed with the work and every part thereof in conformity with this Contract. Company shall be entitled to rely on all decisions and actions of Contractor's Administrator as those of Contractor and Contractor shall be responsible for the actions and decisions of its Contract Administrator.
- 6.4 All correspondence from either party to the other party shall be addressed to its Contract Administrator, unless provided otherwise in the Contract.

7. Performance of Services

- 7.1 Contractor shall perform the Work / provide Services at times and places as per the Scope of Work in accordance with the provisions of the Contract and as per API / ASTM standard. The Contractor shall be deemed to have a full understanding and knowledge of the nature and extent of the Services and to have satisfied itself completely as to the conditions under which the Services are to be performed including, but not limited to, means of access, conditions affecting the supply of labour and materials, security, fire and safety regulation, local rules and regulations for import and export of Equipment and all matters whatsoever affecting, or which may affect, the provision of Services. Contractor warrants that it is aware of the entire well location's environment, zoning and other regulations legal description of the tract where proposed wells are to be Hydro-frac and shall provide all the necessary services in accordance with the specifications prescribed in this Contract. Contractor at its own cost shall be obtaining all requisite permits, licenses & all necessary approvals under Applicable law for the performance of the scope of work including those relating to services, transportation, traveling of manpower etc.

**Contractor's Qualifications to do Business:**

Contractor represents that it is lawfully registered, domiciled and fully qualified to do business in the Country of Operations and has all necessary permits and licenses required by the Government to perform the Work as described in the Scope of Work. Contractor shall, at its sole cost and expense, cause such registration, domiciliation, permits and licenses to continue in full force and effect during the term of this Contract.

- 7.2 Contractor shall diligently perform the Services in accordance to the Terms and Conditions of the Contract and the Scope of Work in a skillful and a workmanlike manner and in accordance with the Good Oilfield Industry Practices throughout the Term of the Contract. Contractor covenants, subject always to the provisions of Clause 7.5, to comply with all instructions of Company or its designated personnel consistent with the provisions of this Contract.
- 7.3 Contractor warrants that the Equipment used by the Contractor for performance of work are fully certified, will meet all relevant government standards, International Oil & Gas Standard will have been tested and will be in full working order and will not have any defect in workmanship. Contractor further covenants that shall perform the work as per the Scope of Work efficiently and continuously and that a sufficient stock of spare parts to ensure such performance will be available at the work location.
- 7.4 Contractor shall, regularly inspect, service and maintain each item of Equipment throughout the Term as recommended in the manufacturer's specifications. Contractor shall maintain records of such activities evidencing planned and actual compliance with this requirement. Contractor shall present such records to Company for inspection on request. Contractor shall produce a final job report, which will be presented to Company on completion of the Services.
- 7.5 Contractor shall perform the Services as an independent contractor. Contractor is not and shall not become or represent itself as co-venturer, partner, employee or agent of Company. The Contract does not form any agency, partnership, joint ventures or joint relationship between the parties. Subject to the compliance with the Contract, the Contractor shall be solely responsible for the manner in which Works are performed and co-ordination with JV partners, if any. All employees, Representatives or sub-contractors engaged by the Contractor in performing the Contract shall be under the complete Control of the Contractor and shall not be deemed to be employees of the Company and nothing contained in the Contract or in any sub-contract awarded by the Contractor shall be construed to create any contractual relationship between any such employees or representative or Sub-contractor of the Contractor and the Company. Contractor shall be responsible for the acts, defaults, omissions or negligence of the Contractor, his agencies, servant or workmen.
- 7.6 The Contractor shall observe and comply with all statutory provisions, Company'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. Company Representative may require formal meetings from time to time and Contractor or his nominated deputy fully conversant with the health, safety and environment requirements shall attend such meetings.
- 7.7 Contractor shall furnish to Company an accurate record of the Work performed on a daily basis as per Company's requirements. The job sheet should be jointly signed by the Company and Contractor representative at site.
- 7.8 Contractor shall maintain, at its own cost, adequate stock levels of its equipments, tools, items and replenish these as necessary to repair all its items and provide adequate spare parts and materials which are required thereof to perform the services effectively. Contractor will make records of such equipments, items as spare available to Company. Company shall, at any time, have the right to request Contractor to see the spare parts available at site. The contractor shall have to maintain adequate back inventory of various tools, spare parts to face any unexpected requirement of Completion Service.
- 7.9 Contractor shall be responsible for the transportation of Contractor's equipment and personnel from its base to GEL base/Well Site and from GEL base / Well Site to Contractor's base.
- 7.10 Contractor shall, provide First Aid medical attention for Contractor, Sub-contractor's personnel and medical services for Contractor's personnel at Well Site, at Company Base and during travel.



- 7.11 Contractor shall be responsible for supplying all fuel, electricity, petrol, oils and lubricants used for the services at its base. Company shall provide electricity and water connection to laboratory and bunk house.
- 7.12 The Company reserves the right to source various chemicals, hire / avail any tool / equipment or from any third party irrespective of the fact that such chemicals/material, tool / equipment or service are already covered in the contract or not.
- 7.13 The Contractor "shall specify the material/chemicals as "Locally Purchased" or "Imported", as the case may be.
- 7.14 The Contractor shall take out its Unit including all the equipments and clear all debris from the Well Site within one (1) week of completion of HF job at well site or as directed by Company.
- 7.15 **Reports:** Contractor shall furnish to Company the following data, information and reports:
- a) Immediate reports on Well developments of significance, such as blowout or discovery, and immediate notice of special events of importance such as fire, accident, sabotage or acts of God involving loss of life or serious property damage, strikes and riots, significant competitor activities, or Government actions threatening or adversely affecting rights and interests of Company. Such immediate reports or notices shall be given by telex, telegraph, telephone or equivalent means and confirmed in writing.
 - b) Such other data, information and reports as may be required by Company to be submitted to its Co-venturers or the Government under the JOA or the PSC.
- 7.16 Company may as a condition precedent to making any payments hereunder, require from the Contractor satisfactory evidence that all of Contractor's labour, materials, tax, contractual and other obligations arising out of the performance of Work under this Contract have been fully satisfied and discharged and Contractor shall comply with all such requirements as per laws.
- 7.17 Contractor represents 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 Company 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 use all reasonable efforts to prevent Contractor's Personnel from engaging in activities known to be contrary or detrimental to the best interests of Company.
- 7.18 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 same during the Term of the contract. The contractor shall indemnify the Company in case of his failure in complying with the Applicable Laws including but not limited to meeting the statutory requirements as mentioned above.
- 7.19 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.

8. Inspections, Tests and Certification

- 8.1 Contractor shall maintain, at its sole cost, test certificates for all its equipments and consumables / chemicals and ensure the material supplied and used is as per the specifications mentioned herein. Contractor should provide undertaking that the consumables / chemicals to be used are within its recommended shelf life.
- 8.2 Company or its authorized representative shall be entitled to inspect and/or test the equipment/chemicals/consumables at Contractor's premises and/or at any third-party laboratory or site where test facilities are available or where services are being performed and may notify Contractor of any apparent defects therein. Contractor shall take immediate steps to replace such chemicals/consumables which are outside the specifications provided in this contract, at its own cost and risk. However, such inspection by Company shall not imply any acceptance of the condition of the Contractor's Equipment or chemical or consumables by Company and Contractor shall not be relieved of its obligations under this Contract by any such inspection. Company reserves the right to reject any and all material/equipment/consumable, which is not in accordance with the specifications and provisions of the Contract. Acceptance of the Equipment shall not affect Contractor's obligations to repair and/or replace and maintain the same under the Contract. Company reserves the right to employ additional third-party inspection services throughout this



Contract and the Contractor shall provide access to all operations. The Contractor shall be required to continue to perform its obligations under contract even if the Company decides to avail Third party services related to equipments and consumables. Contractor shall always maintain the equipments in fit for purpose condition during the term of Contract.

- 8.3 Contractor shall keep and maintain upto-date records of all Contractor's Equipment and material/chemicals/consumables at the Work Site / Well Location reflecting its condition and quantity and will make such records available to Company whenever requested.

9. Mobilization / Delivery / Performance

- 9.1 Contractor shall provide Personnel, Equipment and all required chemicals/consumables along with all stated back up quantities in fit for purpose as per the scope of work conditions at the Work site/designated location and time as per the requirements of the Job and as may be detailed in Scope of Work or as otherwise indicated by Company in Gujarat. Equipment/Chemicals/consumables shall be supplied with proper packing and marking. Contractor's Personnel shall have proper identification, visas and passport papers. The Contractor will have to support the work executed with necessary documents, lorry receipts, insurance documents etc. No standby charges for tools, equipments & personnel shall be payable at any time during the ILM/Mobilization period. However, for mobilization / ILM of tool / equipment / Personnel, Contractor will be paid as per agreed rate schedule of the Contract.

Company will give a notice of 120 days for the mobilization and the Contractor take steps to mobilize the same within such period or at shorter notices, if possible, but not beyond 120 days. In case of any delay in mobilization beyond the 120 days, Company may exercise its rights under the Liquidated Damages clause.

- 9.2 All containers, packing cases, boxes, tins, wrappings and other packaging material which shall be supplied by Contractor shall be considered as non-returnable and their cost as having been included in the Rates set out in the Rates unless otherwise stated therein. On completion of Services, Contractor shall be responsible for repacking the Equipment, consumables, chemicals, etc. to make worthy for transportation, and removal of same and advise Company accordingly.
- 9.3 If Contractor fails, for reasons other than Force Majeure or attributable to Company, to provide/mobilize/ deliver personnel or Equipment or Services or any part thereof, within the time or times as specified in the contract or any agreed extension thereto, Company shall be entitled, after issuing a notice, to terminate the Contract or cancel any part of the Contract at any time or get the work done by any alternate means including third party service provider at the sole risk and cost of the Contractor
- 9.4 The Contractor is expected to mobilize the equipments considering the timelines of the HF Job of the well with the desired commencement date issued by the Company. No rental will be payable for early mobilization. Upon completion of the HF job and issuance of the Demobilization notice, the Contractor should demobilize its personnel/equipments/materials i.e. service package from GEL wellsite.
- 9.5 Without prejudice to any other right of the Company under the Contract, in the event of non-performance of services or lack of services by the Contractor or failure of equipment/s or part thereof or defective material/chemicals/consumables supplied by the Contractor or procured from the Contractor, Company shall have a right to immediately terminate the Contract, by issuing a Notice and if such default has not been remedied by the Contractor within three days after issuance of notice for the same.
- 9.6 On completion or earlier termination (for whatsoever reason) of the Services, the Contractor shall demobilize its Equipment, chemicals/consumables and Personnel forthwith. The standby rate, applicable if any, shall cease immediately upon issue of Demobilization Notice by the Company for demobilizing the tools/equipments/personnel.

10. Company's Obligations / Equipment

- 10.1 Without prejudice to the other provisions of the Contract, Company shall provide safe place for the Equipment/chemicals/consumables at well site area/warehouse, which will be under Contractor's control, care and custody and at Contractor's risk. Company shall ensure that Contractor has the



right of ingress and egress for its personnel and equipment to and from the work site/ well location subject to Contractor obtaining all requisite permits and approvals under Applicable law for the performance of the scope of work including those relating to services, transportation, traveling etc. GEL reserves the right to mobilize any tools / equipments from any other Contractor as per its requirement at the well.

- 10.2 Company shall endeavor to provide assistance to the contractor in securing necessary permits from the Government, relevant authorities and / or agencies. Failure by Company to obtain and provide such assistance shall not relieve the Contractor from Contractor's obligation to secure the same at its own cost and Contractor shall be fully responsible for securing such permits in a timely manner and ensure compliance with the timelines.
- 10.3 Contractor shall maintain the cleanliness and housekeeping of the work environment. Contractor shall also take care to conduct the down-hole operations with extreme care to ensure the best work quality.

11. Warranties and Remedies

- 11.1 Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources, service capability and personnel in accordance with Good International Oilfield Practices and shall perform the Work strictly in accordance with this Contract as described in Scope of Work. Contractor agrees to comply with, and shall ensure that its Personnel comply with, all Applicable laws. All Equipment, materials (chemicals/consumables), machinery and goods procured and supplied by Contractor under this contract, including, without limitation, service-related materials (collectively items) shall be of good quality and workmanship, safe and free from defects in workmanship.
- 11.2 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 Company's control. Any failure by Contractor to timely mobilize the goods / materials at the point of delivery and /or perform the services in timely manner shall attract the provisions of Clause 28 (Liquidated Damages).
- 11.3 The Service warranty applies to all services performed by Contractor as part of the Work. Contractor warrants that it shall perform all such Work in a good and workmanlike manner and as per the Scope of Work. Contractor warrants to Company that Contractor's Personnel who are skilled, experienced and competent in their respective positions, and who are fit for duty shall perform all Services. Contractor undertakes to ensure that its personnel comply with Company's regulations regarding health, safety and training which are in force at such time and at such place.
- 11.4 In the performance of the Services, if the Contractor fails to comply with the warranties and undertakings set forth hereinabove, Contractor shall as directed by the Company prior to demobilization, at Contractor's cost and without prejudice to any other right or remedy of Company under this Contract, re-perform the Services or correct such failure or furnish an alternative acceptable to Company in order to comply fully with the requirements of the Contract. Defects shall not be deemed waived by Company's failure to notify Contractor upon receipt of Services or by payment of invoice.
- 11.5 Contractor shall use all reasonable care to provide, at Contractor's sole risk and cost, competent, experienced, skilled personnel to perform Work and shall take responsibility for their actions. Contractor shall ensure that the necessary personnel are available at the Work Site / Well Location when required by Company for commencement of the Work and shall be continuously be available when called out. Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, necessary permits/licenses as per rules/laws, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. Company shall have no responsibilities or liability whatsoever in this regard.
- 11.6 Rates of any nature whatsoever shall not apply to time when the Contractor's Equipment/tool is unable to perform to the satisfaction of the Company in accordance with the Contract for any reason.
- 11.7 If Contractor shall fail in its obligations as per the Scope of Work under this Contract and does not remedy such default within 15 days after having received prior written notice thereof, Company may on its own initiative arrange for alternative means of performance of Services. Any direct and reasonable costs or expenses incurred by Company thereby, be payable by Contractor and may be



deducted and set-off against any monies owed to Contractor by Company pursuant to the Contract. Should any time be lost during any such alternative arrangements in the performance of the Services, the Equipment and Personnel shall be at zero Rates for the lost time for that particular tool/ service in default and no Rates of whatsoever nature shall be payable for the duration of such default. The above shall be without prejudice to any other rights available to the Company under the Contract or as per Applicable Laws.

- 11.8 Company shall be entitled, without prejudice to any other rights or remedies available to Company 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 Company 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, within 02 days, remove such person from the Work, and such person shall not be again employed upon the Work without the written permission of Company. Contractor shall forthwith replace, at Contractor's sole expense, any such discharged person with a suitable qualified and experienced person satisfactory to Company in reasonable time. Contractor shall ensure that in such a case, Work shall not be affected or delayed.
- 11.9 Contractor shall take all necessary and / or proper measures to protect personnel, Work Site and facilities as well as observe all safety rules and regulations of Company, given to Contractor in writing provided such rules do not conflict with those of any Governmental Agency having jurisdiction over operations conducted hereunder. No smoking or open flames shall be permitted on the drilling unit and nearby except in areas marked by Contractor and approved in writing by Company. Contractor shall use all reasonable means to prevent and control fires and blowouts, as well as protect the hole, the reservoir or any other underground formation from loss or damage.
- 11.10 Unless otherwise permitted by the Company, the Contractor shall not take any action on behalf of Company in the performance of the Work or rendition 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 subdivision thereof, and if it does so, Contractor shall indemnify Company for such losses, costs and expenses (including attorney or legal fee if incurred) incurred by Company.
- 11.11 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 Company, except as provided for herein or otherwise authorized in writing by Company.
- 11.12 Contractor shall notify Company promptly, but no later than twenty-four (24) hours, upon discovery of any instance where Contractor has not complied with the requirements of this Clause 11.
- 11.13 The Company reserves the right to purchase / replace specific tools / equipments/materials (chemicals/consumables) at any time during the Contract and include them in the Contract.
- 11.14 Workmen
- i. The Contractor shall make his own arrangements for the engagement of all workmen
 - ii. The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the persons deployed for the Works at site and for the preservation of peace and the protection of persons and property in the neighborhood of the Work.

The Contractor shall ensure that these provisions are complied with by his sub-contractors also.

12. 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 Company harmless from and shall keep Company'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 Company 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 Company pursuant to the Contract. Company 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.

13. Invoicing and Payment

- 13.1 Contractor shall invoice Company for payments hereunder at the beginning of each calendar month for the Work performed / executed during the previous month and /or on Completion of Services. Separate Invoice should be raised for each well site. Company shall make payment, of the correct/ undisputed/Certified invoice supported with job sheet / field ticket which is jointly signed by Engineer In charge / Company representative along with the Contractor representative, within Thirty (30) working days period after receipt of invoice unless the Company disputes the invoice or a part thereof. where Company disputes a portion of invoice, undisputed amount to be released within 30 days; disputed portion resolved within 60 days. Prices negotiated and finalized shall be firm and binding for the agreed Contract period including the extension period, if any. The Job ticket should be detailed and shall list out all the operations carried out during each day. The Contractor is bound to provide any other information related to the Job that is sought by the Company during execution of the work or later. No interest shall be payable on delayed payments by the Company. Exchange Rate used for payment will be the average of SBI Selling and Buying rate prevailing one day prior to the date of release of payment. Each invoice shall carry GST number of both Company and Contractor. GEL GST Registration Number is **24AAECG8093Q1ZW**. Contractor to verify and confirm GEL GSTIN before contract execution. No invoices shall be processed for payment unless the GST number is captured in the invoices. Exchange Rate used for payment will be the average of SBI Selling and Buying rate prevailing one day prior to the date of release of payment. Each invoice shall carry GST number of both Company and Contractor.
- 13.2 Invoices shall be itemized with a full break down of the Service performed and shall be complete with all back-up details, documentation, information, receipts, packing list, ocean bills of lading, certificate of origin, etc. and shall set forth the facts relating to all activities and transactions handled for Company's account and shall be verified and signed by an authorized signatory designated by the Contractor to show the basis for Contractor's application of the Contract payments and the resultant value of the invoice.
- 13.3 Invoice Submission: The Contractor shall submit invoices to the Company at the end of each calendar month for work performed during that month, or upon completion of each Callout (whichever is earlier). Each invoice shall:
- (a) Be raised separately for each well / Callout;
 - (b) Be GST-compliant, bear a valid IRN (Invoice Reference Number) issued on the IRP portal, for invoices above the applicable threshold;
 - (c) Be supported by:
 - (i) Jointly signed Field Job Ticket;
 - (ii) Proppant and chemical consumption certificates;
 - (iii) Post-job report acknowledgement from Company's Representative;
 - (iv) Statutory compliance declarations (PF, ESI, Labour law).

The following documents should be submitted to Project Manager (Gandhinagar) at the beginning of each month for the payments made against the previous month. The invoice should be submitted to GEL only after having submitted the following documents at Gandhinagar, if applicable. The Contractor shall indemnify the Company at all times for the damages caused or losses incurred by the company due to non-compliance with the existing laws and regulations by the Contractor.

Provident Fund Act:

- No dues of Payment of PF Contribution from the Employer & Employees in respect of Contractor working for onshore Blocks under Contract along with monthly Returns and remittance particulars of Challans and Statement of workmen.

ESI Act:

- No dues of Payment of ESI Contribution from the Employer & Employees in respect of Contractor working for said Blocks under Contract along with their Half-yearly Returns and remittance particulars of Challans and Statement of workmen.

**As per the Labour enactments:**

- Regular compliance to Minimum Wage 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.

Company may as a condition precedent to making any payments hereunder, require from the Contractor satisfactory evidence that all of Contractor's labour, materials, tax, contractual and other obligations arising out of the performance of Work under this Contract have been fully satisfied and discharged and Contractor shall comply with all such requirements as per laws. The Contractor shall indemnify the Company in case of his failure in meeting the statutory requirements as mentioned above. Submission of the above documents shall not relieve the Contractor of any liability to comply with the Applicable Laws

13.4 The settlement of any invoices shall not be deemed acceptance of the Services or any part thereof and shall not prejudice the right of Company to question the propriety of any such charge at any time thereafter. A written response to Company's claim for omission corrections or errors in charges and credits for Company's account shall be made by Contractor as soon as practicable and in no event later than sixty (60) days from the date of such claims.

13.5 Contractor shall support all invoices with any data and/or information reasonably requested by Company. Contractor agrees to retain all applicable documentation and records for a period of not less than three (3) years from the end of the calendar year in which this Contract terminates. Company or any party nominated by Company shall be entitled to audit and examine all documents and/or records necessary to verify the correctness of charges contained in any invoice. The payment of an invoice shall not preclude Company's right to audit any charge during said three-year period. Any discrepancies found in such audit shall be paid or reimbursed forthwith. Company shall have the right to reproduce any such documents which have been inspected.

Invoices shall be endorsed with the Contract number and title and shall be submitted in tri-plicate with one original and two Copies (clearly marked "Original" or "Copy") after completion of the Job referred in the Call Out and shall be submitted to: Gujarat Energy Limited, 05th Floor, Gujarat Energy Bhavan, Behind Udyog Bhavan, Sector-11, Gandhinagar – 382 010, Gujarat, India

The Invoice should be addressed to Mr. Rajesh Pathak, DGM (Drilling)

13.6 All payments to the Contractor under this Contract shall be made in Indian Rupees to the Indian Bidders or United States Dollars to the Foreign Bidders. The currency of rate schedule shall not be allowed to be changed for the term of the Contract.

13.7 The Contractor shall not claim any charges under any head during the period the equipment or tools are damaged, damaged beyond repair, un-operational, or declared dangerous for operation and cannot be operated / used for the said services or for the site where the Job is not completed.

13.8 (i) CONTRACTOR warrants that it has obtained all necessary information relating to the Work, whether such information was supplied in whole or part by GEL.

(ii) CONTRACTOR warrants that it has made adequate provision in the lump sum fees/ prices, unit rates and day/ monthly rates for meeting all the terms, conditions and obligations arising under this Contract including but not limited to the Third-Party Inspections charges.

(iii) CONTRACTOR shall not vary the lump sum fees/ prices, unit rates and day/ monthly rates or any part thereof or the Contract Schedule or any date therein for the duration of the Contract or Twenty-Four (24) Months whichever is later, and shall not recover additional payment on the grounds of anything which a prudent CONTRACTOR could have discovered or anticipated.

(iv) All Lump sum fees/prices, unit rates are fixed for the duration of the Contract and any extensions thereof and are not subject to escalation. Payment of respective Lump sum fees/prices, unit rates

and day/ monthly rates as applicable shall constitute full payment for performance of the respective items of Work or line item and covers all costs of whatever nature incurred by CONTRACTOR for accomplishing the respective items of the Work or line item and performing all its obligations under the Contract.

- (v) CONTRACTOR confirms that the Lump sum fees/prices, unit rates and day/ monthly rates specified hereunder shall not be subject to variation due to change in quantities. CONTRACTOR agrees that only the actual quantities and the actual number of operating days of the equipment are payable by Company.
- (vi) The description of the items of Work or line item is general and not exhaustive. Any Work or obligation not included or described shall be deemed to be included in one or more items described herein.

13.9 Audit

The Company and its authorized representatives shall have access to, and the right to audit and obtain copies, after providing a prior written notice of 7 days, of any of Contractor's documents (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 two (2) years from the end of the calendar year in which this Contract terminates and will, upon written request, make them available to Company and its representatives. Access by any independent third-party representative appointed by Company shall be subject to such independent third-party representative agreeing to execute a confidentiality agreement in respect of the information to be obtained, with the exception of disclosure to Company. The Contractor shall provide photocopies of any documents within a reasonable period whenever demanded by the Company, Audits referred in this Clause will be made during Contractor's normal working hours. Any payment made by the Company shall not imply acceptance of liability on the part of the Company.

Company 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 Company or otherwise, shall then promptly be made. Company 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.

Company's right to audit under this clause shall not extend to any of Contractor's confidential information, trade secrets, proprietary information, formulas, except the documents which pertain to the execution of Contract between the Company and Contractor.

14. Indemnity and Liabilities

14.1 Indemnity by Contractor

Contractor shall be responsible at all times, including time in storage, in transit, on the rig or at Company's well location and shall indemnify and keep the Company Group indemnified and hold harmless from all Claims arising hereunder directly or indirectly, arising out of or in the course of execution of work under the Contract or performance of obligations by the Contractor thereunder including but not limited to:

- a) personal injury, illness or death of:
 - i) any of Contractor's Group's personnel (except if directly caused by the Gross Negligence or Willful Misconduct of Company Group).
- b) loss or damage to:
 - i) any property owned, hired or supplied by Contractor Group (except if directly caused by the Gross Negligence or Willful Misconduct of Company Group).

14.2 Indemnity by Company

Company shall indemnify and keep the Contractor Group indemnified and hold harmless from all Claims arising from :

- i) personal injury, illness or death of any Company 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 Company Group (except if directly caused by the Gross Negligence or Willful Misconduct of Contractor Group).

14.3 Third Parties

- A. Subject to clause 14.5, Contractor shall defend, indemnify and hold Company Group harmless from and against any and all claims in respect of:
 - i. the personal injury, illness or death of a Third Party; and/or
 - ii. the loss of or damage to any facilities, tools, equipment and/or personal belongings of a Third Party;arising in connection with the CONTRACT to the extent caused by the negligence and/or breach of duty (statutory or otherwise) of Contractor Group.
- B. Subject to clause 14.5, Company shall defend, indemnify and hold Contractor Group harmless from and against any and all claims in respect of:
 - i. the personal injury, illness or death of a Third Party; and/or
 - ii. the loss of or damage to any facilities, tools, equipment and/or personal belongings of a Third Party;arising in connection with the CONTRACT to the extent caused by the negligence and/or breach of duty (statutory or otherwise) of Company Group.

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

14.4 Liability for the Well or Reservoir

Notwithstanding anything else contained herein to the contrary, Contractor Group shall not be liable and responsible for and shall be indemnified by Company for and in respect of any and all Claims brought by any member of Company Group or any Third Party, except to the extent of claims that are direct result of Gross Negligence or Willful Misconduct of the Contractor Group, resulting from:

- a) blowout, fire, cratering, explosion or other uncontrolled well condition including loss of oil or gas from the well, or loss or damage of well;
- b) killing or bringing under control of any well;
- c) loss, damage, injury and/or death resulting from sub-surface pollution (including environmental pollution) due to blowout, cratering or uncontrolled well conditions.

14.5 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 is unavoidable, to minimize such damage to extent possible. The handling, transportation, treatment and disposal of waste or by-product used or generated in the performance of the Work are the sole responsibility of Company.
- (b) If Company 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, Company may issue notice to the Contractor to rectify such damage and after the applicable period as stated in such notice or as may be determined by Company, require the Contractor to discontinue

operation/ work in whole or in part until the Contractor has taken such action to rectify the above events, without any cost to the Company.

- (c) Subsurface Pollution: Notwithstanding anything else contained herein to the contrary, Contractor Group shall not be liable for and shall be indemnified by Company for and in respect of any and all Claims, for any loss or damage or injury or death whatsoever, direct or consequential, in respect of liability arising from pollution and / or environmental damage originating below the surface from the well or reservoir and/or contamination including debris and radioactive substances regardless of the source, including the cost of clean-up and disposal.

14.6 **Contractor's Material, Equipment and Property**

The Unit / equipments / tools (herein referred to as Equipments) to be deployed by the Contractor under the Contract shall continue to remain Contractor's property and shall always remain in the possession/ control of the Contractor with the exclusive right to use of such equipments by the Contractor for providing services under the Contract. Contractor shall be responsible at all times, including time in storage, in transit, on the rig or at Company's well location, for damage to or destruction of Equipment and any other property of Contractor or any of its subcontractors and their respective employees or agents, unless such loss, damage or destruction is caused by the Gross Negligence of Company Group.

14.7 **Intellectual Property Liability**

If any the Contractor Group's Property/materials used in the Contract is/are covered by a patent in respect of which Contractor is not licensed, the Contractor shall, before using the property/material, obtain such license(s) and pay such royalty(ies) and license fee(s) as may be necessary. The Contractor shall keep the Company Group indemnified from / against any and all damages, demands, losses, costs and expenses that Company suffers/ may suffer as a result of any infringement or alleged infringement of any patent, registered design, trademark, copy right or other intellectual property right registered or otherwise by reason of Claims, actions, demands and proceedings whatsoever brought or made against the Company on the basis of any patent or infringement thereof, except when such infringement is caused due to (a) combination of Contractor's Services in combination of other equipment and/ or services not recommended/provided by Contractor or (b) out of unauthorized additions or modifications of Contractor's services by the Company.

Subject to the above, the Contractor shall, at his own risk and expenses, defend any suit for infringement of patent or like suit brought against the Company (whether with or without the Contractor being a party thereto) and shall pay any damages and costs awarded in such suit and keep the Company indemnified from and against all costs and other consequences thereof.

14.8 **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. The Company shall indemnify and hold harmless the Contractor Group against all claims and liabilities in excess of the above limits, provided that aforesaid cap for limitation of liability shall not apply and the Contractor shall continue to remain responsible for all liabilities which arise on account of:

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

14.9 Contractor shall assume the entire responsibility for operations in which Contractor or its representatives attempt to fish for Equipment or perform any salvage operation or any other



operation involving equipment, life or property of the Contractor and the Company will render all possible assistance for recovery of such equipment.

14.10 Consequential Damage

Notwithstanding anything else contained herein to the contrary, but except as provided in clause 26.4 neither Party shall be liable to the other for punitive, indirect, special and 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, and whether or not foreseeable at the Effective Date suffered by such Party or its Group and each Party shall defend, indemnify and hold the other Party harmless in respect thereof.

By way of abundant caution, it is clarified that the above shall not apply in relation to Contractor's obligation to pay liquidated damages to the Company under the Contract.

14.11 Certain Restrictions on Indemnities:

Unless otherwise expressly admitted elsewhere herein the Contract, no indemnity or hold harmless provision of this Contract shall apply in favor of a Party who shall have caused loss or damage through Gross Negligence or Willful Misconduct.

15. Insurance

"For its risks and liabilities assumed hereunder, the CONTRACTOR shall, at its own expense procure and maintain as a minimum, the insurances set out in this Clause and ensure that they are in full force and effect throughout the life of the CONTRACT. All such insurances (including insurances provided by SUBCONTRACTORS) other than Employers Liability Insurance/ Workmen's Compensation to the extent of the liabilities assumed by the CONTRACTOR under the CONTRACT, include the COMPANY (can be defined as Gujarat Energy Limited, their respective officers, directors employees, agents and other persons with whom COMPANY may be associated), CO-VENTURERS (Joint Venture partners of GEL), and the Government of India as additional assureds and, shall be endorsed to provide that underwriters waive any rights of subrogation against the COMPANY, COVENTURERS, and the Government of India in relation to the CONTRACT. The provisions of this Clause shall in no way limit the liability of the CONTRACTOR under the CONTRACT. All such insurances shall be placed with reputable and substantial insurers acceptable to the COMPANY. Contractors Insurances shall be primary to, and receive no contribution from COMPANY insurances. If the Contractors neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the COMPANY has the right to procure and maintain policies at Contractors expense. The CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless Gujarat Energy Limited, Joint Venture partners of GEL, the Government of India their respective officers, directors' employees, agents and other persons with whom Company may be associated (the COMPANY) from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- a. loss of or damage to property of the CONTRACTOR whether owned, hired, leased or otherwise provided by the CONTRACTOR arising from or relating to the performance of the CONTRACT,
- b. personal injury including death or disease to any person employed by the CONTRACTOR arising from or relating to the performance of the CONTRACT,
- c. Third party liability arising from or relating to the performance of the CONTRACT

Prior to commencement of services hereunder, Contractor shall deliver to Company certificate(s) (A) evidencing the issuance of insurance containing the coverage required herein and (B) providing that insurance shall not be cancelled or materially change without thirty (30) days prior written notice to the Company. Commencement or performance of services without delivering the certificates of insurance shall not constitute a waiver of contractor's obligation to provide the required coverage.

1. All consequences of occupational accidents or illness Employer's Liability Insurance, in such amounts as may be required by the laws of India or any other country or political subdivision thereof applicable to any employee engaged in performance of the work; as per regulations, extended to cover benefits provided under maritime law, if applicable. Contractor has the obligation to comply with Indian Social Security laws and regulations.



2. Commercial or comprehensive General Liability Insurance, including coverage for contractual Liability to cover liability under this contract and cross liability Sudden and Accidental pollution, in the amount of US\$500,000 combined single limit each occurrence with an aggregate limit of US\$ 10,00,000 for bodily injury and property damage. The coverage should provide insurance for any incident or series of incidents covering the operations of the CONTRACTOR in the performance of the CONTRACT. If Contractor's Liability Insurance is written on a "claims made" form it must provide for (I) a retroactive date prior to, or coincident with, the commencement of service under this contract and (ii) a minimum extended claim reporting period of one (1) year. This policy shall include Company and its directors, officers, employees and agents as additional insured.
3. Comprehensive Automobile Liability Insurance, covering owned, non-owned and hired motor vehicles, with a limit of liability as per regulations/ laws including passenger liability
4. Personal Accident and Medical Insurance for each of Contractor's Personnel valid for the area(s) in which Work is to be performed and for any travel for any period(s) during which Work is being performed. This insurance should include cover for all hospital and medical costs, and all costs for repatriation.
5. Contractor shall carry or cause to be carried insurance covering all Contractor's Equipment against loss or damage at all times including during transportation to/from the rig and at the rig location. However, contractor is permitted to self- insure its obligations under this clause. In case of contractor undertaking self-insurance, it is expressly agreed by the Contractor the liability for all damages and/or costs pertaining to its equipment, vehicles, etc. shall be borne by the Contractor.
6. The CONTRACTOR shall be responsible for the removal and when appropriate the marking or lighting of any wreck or debris of the CONTRACTOR property or equipment or any part thereof provided by the CONTRACTOR in relation to the CONTRACT, where required by law, or government authority or where such wreck or debris is interfering with the company's operations is a hazard to fishing or navigation and shall, save, indemnify, defend and hold harmless the COMPANY in respect of all claims, liabilities, costs (including legal costs), damages and expenses arising out of or in connection with such wreck or debris

GENERAL CONDITIONS FOR INSURANCE

- A. Contractor hereby waives its right of subrogation against the additional insured and shall cause its insurers to waive their rights of subrogation against the additional insured, to the extent of liabilities assumed by the Contractor under this contract.
- B. With respect to insurance coverage maintained hereunder by contractor and insurance coverage separately obtained by the additional insured, all insurance coverage afforded by policies of insurance maintained by contractor shall be primary insurance as such coverage apply to the additional insured to the extent of liabilities assumed under this contract, and such insurance coverage separately maintained by the additional insured shall be excess insurance.
- C. Where use of subcontractors has been approved by the Company, Contractor shall require all such subcontractors to obtain, maintain, and keep in force during the time in which they are engaged, adequate insurance coverage and furnish Company acceptable evidence of such insurance upon request. Any deficiencies in such coverage shall be the sole responsibility of contractor.
- D. Except as provided, no form of contractor liability self-insurance, including but not limited to insuring with a parent, subsidiary, or affiliate organization, is acceptable or allowable under the terms of this contract.
- E. Contractor assumes full responsibility for the insurance over his personnel, assets, machinery and equipment, including third party to be used in the performance of this contract. Therefore, any damage or injury suffered due to a total or partial loss to such assets, machinery and equipment will be at Contractor's expense. Contractor must insure for full replacement value of any and all equipment used in performing the Work.

Notwithstanding any request or non-request by Company, the Contractor shall be solely liable for maintenance or non-maintenance of adequate insurance as per Applicable Laws or this Contract. All exclusions and indemnities given under this Section shall apply irrespective of cause and notwithstanding the negligence, breach of duty (whether statutory or otherwise) or other failure of any nature of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law."

16. Taxes

16.1 Taxes:

All rates and the Contract Price are inclusive of any or all taxes and duties excluding Goods and Service Tax (GST), that are applicable and such other payments as may be payable under any Applicable Laws. Contractor is required to refer Notification issued by Ministry of Finance, Govt. of India, for quoting GST on services. Only GST shall be charged separately on the face of the invoice. Prices shall reflect delivery inclusive of all applicable fiscal charges including but not limited to other taxes, fees, duties, cess, licenses, import duties, personal income tax, corporate tax, and similar rates and fees, freight, insurance, and similar expenses. Goods and Service Tax, if applicable, will be paid separately with the Invoice. GST at the rate applicable as per the HSN/SAC classification of the Services shall be charged separately on the face of each tax invoice and shall be paid by Company, subject to the Contractor providing a valid GST-compliant tax invoice.

Except as stated in clause 16.3, Contractor shall bear all income, corporate, property, and all other taxes, duties, levies, surcharges, imports and similar taxes and duties duly levied or imposed on Contractor on account of the payments received by Contractor from Company for the Services as may be payable under the Applicable Laws and any amendments thereto. Contractor shall provide declaration confirming payment of such Goods and Service Tax to the Government Treasury and reporting of the supply & services provided to the Company correctly by Contractor in GST Returns.

Contractor shall be responsible for correct assessment of liability taxes and duties on scope of work covered under the contract and shall be responsible for payment thereof. Where, Contractor does not have place of business in India and therefore Company is responsible for payment of taxes and duties as a recipient of services under the Contract, the same shall be deducted from payments made by the Company to the Contractor pursuant to this Contract in accordance with the prevailing taxation laws.

Company shall withhold from the payments to Contractor such amounts as determined by the prevailing taxation laws in respect of Contractor's Services. Company shall deposit these tax withholdings at source with the Indian revenue authorities and provide Contractor all appropriate tax receipts and forms evidencing the deposit of these tax withholdings. Contractor shall be responsible for filing returns of income to Indian revenue authorities for payments made by the Company pursuant to this Contract in accordance with the prevailing taxation laws.

Contractor is responsible and liable for taxes and duties, if any applicable, for providing services and sale of goods to the Company. Contractor warrants that it is based in India and registered under applicable Tax regulations

GEL will issue road permit / way bill for procurement of goods in Gujarat.

16.2 Personnel Taxes:

All employment taxes and contributions imposed by any law, regulations or by trade unions with respect to or measured by the compensation, wages, salaries or other compensation paid to employees of the Contractor, including without limitation, taxes and contribution or unemployment compensation insurance, medical and health insurance, welfare funds, pensions and annuities and disability insurance shall be paid by Contractor. In the event that Contractor fails to do so and Company is liable to any interest or any penalty arising out of such personnel taxes, Company shall have the right to recover all such amounts from Contractor.

16.3 Custom Duty / Concessional IGST.: The Company will assist in obtaining Essentiality Certificate to avail concessional IGST in case of import of equipment / material for performance of services. However, all costs and responsibility will be that of the Contractor.

The Rates do not include customs duty, export duties or other statutory charges on the import and re-export of Equipment. Contractor acknowledges that the Government of India have issued various notifications (and subsequent clarifications/ circulars) relating to the exemption of Customs duties in relation to machinery, plant, Equipment, materials and supplies imported for use solely and

exclusively on matters (inter alia) related to petroleum operations. Company and Contractor agree to cooperate and to use all reasonable endeavors to obtain any exemption to which Company and/or Contractor is entitled in accordance with such notifications. Contractor expressly agrees to furnish necessary documentation, bonds or undertakings to Government authorities and/ or to Company, which may be required for availing such exemption. It is expressly understood that Contractor shall be required to re-export any of its Equipment (unless consumed during performance of Services) imported under this Contract to enable Company to avail exemption of custom duties.

- 16.4 Contractor shall protect, indemnify and hold harmless Company, its Co-ventures, their directors, officers, and employees from any and all claims or liability for incorrect or under valuation of tax payable on income excess profits, customs duties, GST, royalty or other taxes assessed or levied by any government agency including any tax assessed or levied on account of property or equipment of contractor, wages salaries or other benefits paid to Contractors employees or employees of sub-contractors, on Company its Co-ventures, their directors, officers and employees 'including from any and all claims or on account of any payment made to or earned by contractor.

16.5 Change in Law:

- 16.5.1 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 liability of taxes, (other than personnel and Corporate taxes), duties, the Contractor shall be indemnified for any such increased cost by the Company 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..
- 16.5.2 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 the Company.
- 16.5.3 Notwithstanding the above-mentioned provisions, Company 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

17. Force Majeure

- 17.1 Where any Force Majeure event renders impossible or hinders or delays the performance of any obligation then the failure or omission of Company or Contractor to perform such obligation shall not be treated as a failure or omission to comply with this Contract. "Force Majeure" shall mean any act which is insurmountable and outside the reasonable control of the parties. Events of Force Majeure shall include, but shall not be limited to, acts of God, epidemic/pandemic (Epidemic or pandemic formally declared by the World Health Organization (WHO) or the Government of India, or the relevant State Government), 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) Late delivery of materials caused by congestion at supplier's plant 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; or
 - d) Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or



- e) Non-conformance by Sub-contractors;
- f) Financial distress/hardship of or inability to make profit by Contractor or any of its Sub-contractor
- g) Failure to carry out HF operations in accordance with the instructions of the Company on account of any accident, breakdown or non-performance or unsatisfactory performance of any equipment(s) or on account of any reason within the control of the Contractor.
- h) Shortage of manpower

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.

- 17.2 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, Company shall have the right to terminate this Contract by giving two (2) days advance notice to Contractor.
- 17.3 Upon such termination, Contractor shall be paid for: (i) all work successfully completed and certified by Company's Representative; (ii) reasonable and documented demobilization costs directly incurred as a result of such termination.

18. Assignment and Sub-Contracting

- 18.1 Contractor shall not assign this Contract, in whole or in part, to any third party, without the prior written consent of Company, which consent shall not be unreasonably withheld. Any assignment of this Contract or of any rights hereunder or hypothecation, or creation of any lien or charge thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of Company shall be void. Further the party to whom the Contract is proposed for assignment by the Contractor shall be of equal or better means in terms of resources and experience and acceptable to the Company.
- 18.2 Company shall be entitled to freely assign its rights, obligations and duties under this Contract to its Affiliate or other Participant or JV, for any ONSHORE Blocks, located in Gujarat, wherein GEL has participating interest by giving written notice. Company shall be entitled to assign by novation its rights and obligations under this Contract to any third party with prior written consent of the Contractor, which shall not be unreasonably withheld.
- 18.3 Contractor shall not sublet or subcontract in part or in whole the Services to any other party without prior written consent of Company. If the Contractor sub-contracts part of the Contract to a sub-contractor, Contractor shall ensure Sub-Contractor qualifies/reflects the requirements under this Contract and the Contractor shall furnish to the Company within one month from the date of signing of the Agreement, a signed copy of the complete Agreement. Further in case of any change in the Agreement with the Sub-Contractors, the same shall be notified to the Company with in a period of one (1) month.
- 18.4 However, no such approval for sub-contracting shall relieve Contractor from any obligation or liability under the Contract and Contractor shall be fully responsible for acts and omissions of any sub-contractor or supplier and its employees and agents as though they were the acts and omissions of Contractor or its employees or agents. Also, in no case sub-Contractors shall pass on any claim/ liability to Company. In case any Claim/ liability of whatsoever nature is passed over to the Company, the Contractor shall indemnify the Company for all costs of any kind/ nature incurred by the Company, along with interest, compounded on a monthly basis at the rate per annum of SOFR / SBI MCLR plus two (2) per cent. If the aforesaid rate of interest exceeds the maximum rate permitted



by the governing law, the rate of interest to be charged shall be the maximum rate permitted by such Applicable Laws.

- 18.5 Contractor shall give preference to the purchase and use of local goods and services manufactured, produced or supplied in India, provided that such goods and/ or services are available on terms equal to or better than imported goods and/or services with respect to timing of delivery, quality and quantity required, price and other terms.
- 18.6 In this Clause, "goods" means equipment, chemicals, (fit for purpose) materials and supplies.

19. Termination by Company

- 19.1 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 Company Representative along with demobilization charges, if applicable. Save as specified elsewhere in the Contract, Company shall have the right to terminate the Contract in the following circumstances:

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

If the Contractor fails to timely mobilize the Materials or Equipments along with personnel as applicable per the Scope of Work (Initial Mobilization and/or subsequent mobilization) required to perform the work or having mobilized, fails to timely commence the work in accordance with the terms of the Contract, it would amount to material breach under the Contract and in such event, the Company shall have right to terminate the Contract immediately upon expiry of such specified time, unless otherwise provided or agreed by the Company.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause A, the Contractor shall immediately refund any sum which the Company might have paid in advance to the Contractor under this Contract. Unless, otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. which the Company shall sustain 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 other rights of GEL to recover from the Contractor the losses/damages occurred in event of such default.
- b) For the avoidance of doubt, no amount shall become due or payable to the Contractor under this sub-clause A.

B. Termination for events specified below:

Occurrence of any of events as specified below shall be construed as Event of Default. The Company shall inform the Contractor of the same by issuing a notice of default (hereinafter referred to as "Notice of Default"). If the Contractor, upon receipt of such notice, fails to remedy such default within Ten (10) days, then the Company shall have the right to terminate this contract forthwith. Provided that in the case of an Event of Default under items (a), (b) or (h) below, Company may terminate the Contract immediately upon such Event of Default occurring, without the requirement of a Notice of Default or any cure period. 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 Company under this sub-clause B, the Contractor shall be entitled to payment for the work successfully completed and certified by the Company Representative till the date of Termination after set-off from the amount due to the Company on account of breach of the Contractor. Further, the Company shall be entitled to take possession of the Work (excluding the equipments and personnel) and finish the Work at the cost of the Contractor by whatever method Company deems just and expedient, including but not limited to getting the work done by third party at the Cost of the Contractor. Unless otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. and additional expenses which the Company 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 other rights of GEL to recover from the Contractor the losses/damages occurred in event of such default.
- 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, Company 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 Company under this sub-clause C, the Contractor shall be entitled to payment for the work successfully completed and certified by the Company 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, Company 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, Company shall pay the Contractor in accordance with Rate 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 Company under this sub-clause D, the Contractor shall be entitled to payment for the work successfully completed and certified by the Company 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 Company shall issue a notice ("**Remedy Notice**") to the Contractor to remedy such non-performance or non-satisfactory performance provided the Contractor has not demobilized. Upon receipt of such Remedy Notice, the Contractor shall remedy such default within Seven (7) days. The Company 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 on two (2) or more separate occasions during the Contract Term (whether or not the subject matter of the non-satisfactory performance is the same in each instance); the Company shall have a right to terminate the Contract immediately without any further notice.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause E, the Contractor shall be entitled to payment for the work successfully completed and certified by the Company Representative till the date of Termination after set-off from the amount due to the Company on account of breach of the Contractor. Further, the Company 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 Company deems just and expedient Unless otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. the additional expenses which the Company shall sustain 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 other rights of GEL to recover from the Contractor the losses/damages occurred in event of such default.
- 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.

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

Consequences of Termination: Upon termination of Contract by Company under this sub-clause F, the Contractor shall be entitled to payment for the work successfully completed and certified by the Company Representative till the date of Termination, after set-off from the amount due to the Company on account of the false Undertaking or breach giving rise to termination.

In such event 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 other rights of GEL to recover from the Contractor the losses/damages occasioned by such false Undertaking or breach; and
- b) the amount that may have become due to the Contractor on account of Work already executed by it shall not be payable until after the expiry of six (6) calendar months reckoned from the Termination Date

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.

19.2 Upon receipt of Notice of Termination by the Company, 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 Company all orders and sub-contracts to the extent they relate to the performance of the discontinued portion of work; and
- d) If required by the Company, assign all orders and sub-contracts to the extent they relate to the performance of the pending portion of work, on the same terms and conditions.
- e) 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.

19.3 The exercise of any of the rights granted to Company hereunder shall not prejudice or affect any other rights or remedies of the Company, which have accrued or shall accrue thereafter to Company.

19.4 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.

20. Delivery, Loss, Title and Shipment

20.1 Delivery:

- a) Contractor shall be responsible for all activities in connection with and make all arrangements for and bear all costs of shipping and unloading until the materials are delivered and landed at GEL designated base or as otherwise directed by Company.
- b) Delivery and shipment shall be deemed to be completed when equipment and materials are delivered and landed at GEL designated base or as may be specified in the LOA/.

20.2 Title:

- a) All materials, raw data, field logs and documents covered by this Agreement in respect of the Work and any part thereof and everything intended for incorporation therein shall, as soon as they are dedicated to the Work, be the sole and unencumbered property of Company. All such materials, raw data, field logs and documents shall, when at Work Site, be deemed to be exclusively intended for and dedicated to the Work. Contractor shall ensure that no lien or encumbrance shall be created on any of Company's property.
- b) When, under this Clause, title to the raw data, field logs, documents and materials or part thereof passes to Company, Contractor shall, where practicable, clearly mark or identify the same in a manner approved by the Company Representative stating that the raw data, field logs, documents and materials or part thereof are the property of Company. Company's Representative shall be entitled at all reasonable times to inspect the raw data, field logs, documents and materials or part thereof at all areas where the Work is being or has been performed to ensure that this Clause has been observed and, if it has not been observed, to clearly mark or identify as aforesaid on the raw data, field logs, documents and materials at Contractor's cost

21. Survival of Termination

Notwithstanding anything to the contrary written in this Contract the rights, liabilities and obligations of Company and Contractor under the Clauses of this Contract relating to Confidentiality & Data Security, Indemnity, Liability, Damages including Liquidated Damages, Intellectual Property, Limitation of Liability, Taxes, Governing Law, and Dispute Resolution/Arbitration, and any other Clause which by its nature is intended to survive termination shall survive termination or completion of this Contract.

22. Variations / Amendments

Company may after mutual agreement, at any time before the Services are completed, instruct Contractor to alter, amend, omit, add to or otherwise vary any part of the Services by issuing a variation to Contract or Amendment order in writing. The cost of such variation shall be as provided in Schedule of rates. If SOR does not contain applicable rates, the amount shall be an amount which is in all the circumstances reasonable, technically derived and as agreed upon by both parties. No



amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract and is signed by a duly authorized representative of each party hereto.

23. Confidentiality

- 23.1 All information and other materials disclosed, furnished, communicated or supplied by the Disclosing Party to the Receiving Party, including the Receiving Party's directors, officers, employees, affiliates, or its expressly authorized representatives or agents are strictly confidential and 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 without Disclosing Party's prior written consent. 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;
 - 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 required to be disclosed under any Applicable Law (subject however to the party who is required to disclose the information as such is providing reasonable notice of the same to the other party, prior to making any such disclosure).
- 23.2 Further Contractor shall obtain written approval from Company prior to making any publicity release or announcement regarding the work or Contractor's activities related to its participation in the work. If so requested by Company, Contractor further agrees to require its employees and its suppliers and their employees to execute an appropriate nondisclosure agreement prior to performing any work under this Contract. The Contractor shall hold the information confidential and shall not divulge or disclose the information, or make the information available to any person or entity, other than its 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. Save as expressly provided hereunder, nothing contained herein shall be construed, implicitly or otherwise, as being the granting of a license to use the Confidential Information disclosed by the Company. The Contractors and Sub Contractors shall use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential Information and comply with the terms stated herein. In case of any breach of these terms or any act or omission by any of its authorized Representatives, then damages alone may not be an adequate remedy and that the remedies of injunction and specific performance or any other equitable relief may be appropriate remedies. Similarly, Company shall during the tenure of the Contract maintain in the strictest confidence all the information received from the Contractor with respect to the work and shall not divulge the information to any third party.

24. Applicable Law

All questions, disputes or differences arising under, out of or in connection with this Contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India (both procedural and substantive) and parties hereby agree to submit to the exclusive jurisdiction of the Courts in Gandhinagar, Gujarat, India.

25. Compliance with Laws, Regulations and Orders

Without prejudice to Clause 11, Contractor shall comply and ensure that its Sub-Contractors, agents, personnel, employees, representatives etc. comply with all applicable laws, including decrees, rules and regulations of any Government or any authorized agencies of any Government in the country of operations (including India) including but not limited to those related to security matters (ministry of defense clearances, etc.) and all other applicable laws, decrees, rules and regulations and shall

indemnify Company for any fine, penalty or liability and for any costs related thereto arising out of any failure by Contractor or its subcontractors to observe any such law, decree, rule or regulation.

Contractor shall defend, indemnify, and hold Company, its parents, subsidiaries and affiliated companies and its Participants and its and their officers, directors, employees and agents harmless from and against any claim, fine, penalty or liability and for any other costs incurred in the event of non-compliance with the provisions of this Clause by Contractor or its subcontractors.

26. Settlement of Dispute

- 26.1 The Company and the contractor undertake that all disputes, differences or questions at any time between the parties as to the construction to this Contract or as to any matter or thing arising out of it or in any way connected therewith ("Disputes") shall be resolved between the parties in good faith by having the discussion between the Project Manager/Contract Manager level and if required may be taken up to the CEO/MD level to resolve the issues/disputes in the interest of the work and efforts shall be made by the both the parties in this direction.
- 26.2 In the event the disputes arising out of / connected with this Contract, which cannot be amicably resolved, shall be submitted to Arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, (including any statutory modifications or re-enactments thereof) and rules there under excluding any laws, opinions, or regulations that would require application of the laws of any other jurisdiction). The Arbitral Tribunal shall consist of sole arbitrator, which shall be appointed mutually by the Parties. 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 Ahmedabad, Gujarat, India. Unless otherwise agreed in writing, each party shall equally bear the cost of arbitration.
- 26.3 English language shall be used in the arbitral proceedings.
- 26.4 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. Notwithstanding any disagreement, dispute, protest, request for or pendency of arbitration or court proceedings relating directly or indirectly to the Work, at all times, Contractor shall proceed with the Work in accordance with the determinations, instructions and clarifications of Company in accordance with the terms and conditions of this Contract. If the Contractor fails to proceed with the Work, he shall be considered to be in default and shall be held liable for direct, indirect and 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.
- 26.5 The right to arbitrate disputes and claims under this Contract shall survive the termination or invalidity of this Contract or any term hereof.
- 26.6 Any award rendered by the arbitrators shall be final and binding upon the parties. Any judgment upon such award may be entered in any court having jurisdiction or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be.

27. Entire Agreement / Waivers

- 27.1 This Contract sets forth the entire agreement between Company and Contractor which shall supersede all previous communication/ agreements either oral or written. No terms, conditions, understandings or agreements purporting to modify or vary the terms of the Contract (whether written or oral) of the parties made prior to the date of this Contract shall apply except where Company and Contractor have expressly varied the same in writing under the terms of this Contract.
- 27.2 None of the provisions of this Contract shall be considered waived by Company unless Company 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.
- 27.3 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:



- (i) Failure by Company to insist upon strict performance of any terms or conditions of this Contract,
- (ii) Failure or delay to exercise any rights or remedies provided herein or by law,
- (iii) Failure to properly notify Contractor in the event of breach, except for any breach which according to provisions of Contract has to be notified,
- (iv) Acceptance of or payment for any Service or review of any design,

28. Liquidated Damages

- 28.1 Contractor is required to complete the HF Job for each well as per agreed time schedule under the Contract and time is of the essence. If Contractor for any reason other than Force Majeure, fails to timely mobilize (initial mobilization as well as subsequent mobilization) all the equipments (fit for purpose as per the scope of work) and/or personnel with requisite experience at designated location/well site as per the time schedule mentioned in the Contract/Call Out or the extended date or fails to timely commence the HF Job in accordance with the Call out or the time schedule under the Contract, for the respective well site, the Company may without prejudice to any other right or remedy available to the Company, shall have a right to seek payment from the Contractor as ascertained and agreed liquidated damages, and not by way of penalty, One percent (1%) for each week or proportionately for part thereof of such late mobilization or late completion of the HF Job subject to a maximum of Ten percent (10%) of the Contract Value.
- 28.2 Job Completion Delay: If the Contractor, having commenced Services on a well, fails to complete the said HF job within the agreed timelines/programme schedule, (except for Force Majeure or events within Company's control), the Company shall be entitled to recover from the Contractor, as liquidated damages, an amount equal to 1% of the value of the relevant Callout Order for each week (or part thereof) of delay in completion, subject to a maximum of 10% of the Callout Order value.
- 28.3 GST on Liquidated Damages: Liquidated damages recovered under this Clause are not in respect of any supply of goods or services and accordingly no GST shall be levied on the amount of LD recovered by Company. Company shall deduct the LD amount from Contractor's invoices or recover from the Performance Bank Guarantee or from any other amounts available with the Company. The Company shall issue a credit note or debit note as appropriate under the GST framework.
- 28.4 Force Majeure Abatement: The period of delay directly and solely caused by a Force Majeure event (as notified in Force Majeure Clause) shall be excluded from the calculation of LD. Where delay is partly attributable to FM and partly to the Contractor, LD shall be proportionately assessed by the Company's Representative, whose determination shall be final and binding
- 28.5 The payment of liquidated damages pursuant to this section shall not affect the rights of Company as per Contract or Applicable laws including the following rights:
- 28.5.1 Terminate the Contractor or a portion or part of the Work thereof at any time during the term of the Contract and/or,
 - 28.5.2 Recover damages resulting from Contractor's breach of any of the provisions hereof and/or,
 - 28.5.3 Get the Work done by any other contractor at the cost of the Contractor and/or,
 - 28.5.4 Invoke bank guarantee or any other security provided by the Contractor and/or,
 - 28.5.5 Recover actual and/ or amount payable by the Company to its contractors or Sub-contractors or third party for standby charge and / or rentals for the services relating to the Work.
- By way of abundant caution, it is clarified that in addition to recovering liquidated damages, Company may exercise any one or more of its rights mentioned above as per the Contract and the Applicable Law.
- 28.6 COMPANY may without prejudice to its right to effect recovery by any other method, deduct and withhold the amount of liquidated damages from any money belonging to the Contractor in its hands (which includes Company's right to claim such amount against Contractor's 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.
- 28.7 The Parties agree that the liquidated damages indicated hereinabove are genuine pre-estimate of the minimum loss/ damage which COMPANY can 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.
- 28.8 By way of abundant caution, it is clarified that during this period of delay, Contractor will not be eligible for any payment, whatsoever.

29. 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 shall 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.

30. Heading

The headings used in the Contract are intended for convenience only and shall not be used for purposes of construction or interpretation.

31. Performance Bank Guarantee

Within Twenty-One (21) days of the issue of Letter of Intent/ award, the Contractor shall present to the Company a Performance Bond / Bank Guarantee in the form of an irrevocable, unconditional, payable on first demand by Company, divisible bank bond in the format of Attachment issued by an approved bank. Failure to comply with this condition will constitute grounds for termination of the award/ Contract. The Performance Bank Guarantee shall be of 05% of Contract Value and shall be valid and be retained for Ninety (90) Days after the completion/termination of the Contract except where claims are outstanding there under or where previously drawn by the Company but not later than Thirty (30) days after the final settlement of such claims or Ninety (90) Days whichever is later. If the Contractor does not submit the Performance Bank Guarantee as stipulated above, GEL reserves the right to cancel the award of LoI/LoA by giving notice of 7 days.

Company shall not be liable to pay any Bank Charges, Commissions or Interest on the amount of Performance Bank Guarantee. The performance bond 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 it's other rights under the Contract or at law, Company shall be entitled to forfeit the performance bond, should the Contractor fail to perform the Services in accordance with the provisions of the Contract or fail to comply with the provisions of this Contract. The Performance Bank Guarantee shall remain at the entire disposal of Company as Security for the satisfactory commencement, performance and completion of the Scope of Work under the conditions of the Contract including recovery of amounts due to the Company from the Contractor arising out of this Contract under whatever head.

GEL reserves 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 & continue the work as per LOA/LOI/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 contract.

GEL will accept the bank guarantee from all public sector banks in India or any of the banks listed in the Attachment-5. This is as per the circular from finance Department of Government of Gujarat. This will be applicable to all kind of guarantees during the contract duration.

32. 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, illegal or unenforceable portions were not contained herein.

33. Captions of Articles

The Captions of respective Articles/Clauses of this Contract are inserted solely for the purpose of convenience and shall not be construed to confine, limit or describe the scope of this Contract or the intent of any provision hereof.

**34. Data**

All survey notes, drawings, invoices for materials, permits, permit applications, specifications, reports, calculations and all other material prepared by Contractor in connection with the Work(excluding data or information related to the performance of Contractor's personnel, materials and/or equipment), shall be the property of Company and, except as otherwise expressly provided in this Contract, shall be transferred to Company upon completion of each well and/or upon termination or completion of this Contract. Contractor may retain a single file copy of such information, PROVIDED such is retained subject to the confidentiality requirements of this Contract and any other agreement which the Parties may have entered into pursuant to such retention.

All tracings, drawings, prints, literature, reports, proposals and other material furnished to Contractor in connection with the Work are to remain the property of Company and must be returned upon completion or termination of this Contract. Contractor covenants that it will not retain in its possession any of the above-mentioned papers of whatsoever nature or any reproductions of any kind thereof without obtaining prior written consent of the Company.

35. Binding Effect

This Contract shall be binding upon and shall inure to the benefit of Company and Contractor, and the respective successors, permitted assigns and personal representatives, if any, of each Party.

36. Contract Documents

Attached hereto as part of this Contract are the all documents inclusive of exhibits, Schedules and all the attachments, annexures, GCC, SCC etc.

37. Changes

Company shall after mutual discussion with the Contractor, have the right to make any changes, including additions to or deletions from the quantities originally ordered or in the specifications. Such changes may include additions, deletions, substitutions, alterations, changes in quantity, form, kind, position, dimension, level or line, and changes in the specified sequence, method or timing of Work. The negotiated/quoted rates shall be valid & firm for twenty-four (24) months from effective date or upto the completion of the work under the contract whichever is later.

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

All changes in quantities / specifications will be performed at a mutually agreed delivery Schedule in the contract period.

Contractor shall provide such additional personnel and equipment as may be required to complete the Work within the time specified in the contract. The time for completion of the Work shall not be extended unless approved in writing by Company.

38. Conflict of Interest

38.1 Contractor shall exercise reasonable care and diligence to prevent any actions being taken or conditions from arising which could result in a conflict with Company's best interest.

38.2 Neither Contractor, nor any officer, director, employee, ultimate beneficial owner or shareholder of Contractor, has made or will make or cause to be made in connection with the performance of this Contract or any other agreement with Company, any payments, loans or gifts or promises or offers of payment of which would violate the laws of India or the country or countries of such person or entity. Non-compliance of this Clause shall be construed as material breach under this Contract and the Company shall have unqualified right to immediately terminate this Contract without any liability for any compensation whatsoever.

39. Export Controls

GEL confirms that the Equipment or Services to be provided under this Contract (Collectively 'Items') shall only be for use by it in India for the purpose of exploration or production of hydrocarbons. However, if for any reason whatsoever the end use or end user of these Items is required to be changed or if these items are to be taken for use in countries outside India to do any work associated with this Contract, then GEL would request the Contractor to obtain consent from the concerned authority in the Contractor's Country. The Contractor shall obtain such consent at its sole risk and costs. It is agreed that Contractor cannot not to participate in transactions involving any of the following countries, or with any entity known to be organized in, or owned or controlled by a national of, these countries: Cuba, Iran, Sudan or Syria.

The Contractor shall not use the Equipments or Services for the purpose other than exploration and production and /or beyond India and the Contractor shall indemnify the Company against all claims, losses, expenses, demands, etc. in connection with or arising out of breach of the obligations contained in this Clause.

40. Cybersecurity and Information Technology Requirements

- a. The Contractor shall establish, implement and maintain an effective cybersecurity management system appropriate to the nature of the Services and implement appropriate administrative, technical and physical safeguards to protect Confidential Information of the Company against unauthorised access; alteration; destruction; loss; theft or cyberattack.
- b. Contractor shall establish safeguards proportionate to the sensitivity of the information and consistent with recognised information security standards. The Contractor shall also comply with the cybersecurity requirements specified by the Company throughout the Contract period.
- c. The Contractor shall notify the Company immediately, and in any event within twelve (12) hours, after becoming aware of any actual or suspected cybersecurity incident that affects Company systems or data; may affect Contract performance; involves unauthorised access or results in data loss.
- d. The Contractor shall ensure that any Subcontractor or third-party service provider with access to Company systems or Company Data complies with cybersecurity obligations no less stringent than those contained in this Contract. The Contractor shall remain responsible for the acts and omissions of such parties.



GEL SAFETY RULES

=====

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

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

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

ATTACHMENT – 1**BIDDERS RESPONSE ACKNOWLEDGMENT OF REQUEST FOR QUOTE PACKAGE****Tender No. GEL/PRD/Hiring of HF & Acid Job Service/2026-27/642****Hiring of Hydraulic Fracturing including Mud Acid Job Services for GEL operated Onshore Blocks on 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)

(on Company Letter-head)

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 provisions of 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/RFQ/Inquiry No.: _____ dated _____ for Tendered Services/Supplies (hereinafter referred to as the "Tender/RFQ/Inquiry").

NOW, THEREFORE,

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

(i) The Tenderer agrees to keep the Proposal open for acceptance by GEL during the period of validity (150 days from the Closing Date) specified in the Tender/RFQ/Inquiry.

(ii) The Tenderer, having been notified of acceptance of its Proposal by GEL during the period of Tender validity:

- (a) Fails or refuses to execute the agreed Contract/Service/Purchase Order, if required; or
- (b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the format provided in the Tender/RFQ/Inquiry document; or
- (c) Seeks Variation or modification of Proposal; modifications to the agreed terms and conditions
- (d) Tries to influence GEL on bid evaluation, bid comparison or Contract/Service/Purchase Order award decision.

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

(2) GEL shall have the 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, 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 150 days from the Closing Date. The Tender may be disqualified in the absence of a Bid Bond in the prescribed format.

Conditions for Invoking of Bid Bond Guarantee

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

- If the Tender is withdrawn during the validity period or any extension thereof.
- 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.
- 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.
- If the successful Tenderer fails to furnish Performance Bank Guarantee within 21 days of the issue of the Letter of Intent/Award.
- 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 provisions of 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/Company”).

WHEREAS:

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

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

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

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

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

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

Name	:	
Designation	:	
Banker’s Seal	:	
Address	:	

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

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

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

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

1. All Nationalized Banks

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

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

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

(Sandeep Kumar)
Secretary (Economic Affairs)
Finance Department

----- XXXXX-----

ATTACHMENT – 6

BIDDER'S QUALIFICATION CRITERIA (BQC)

Hiring of Hydraulic fracturing and Mud Acid Job for GEL Onshore Blocks on Callout Basis for CB-ON/2 (Tarapur Old PSC) and CB-ONN-2000/1(Ahmedabad Old/ RFPSC)

Sr. No	Criteria	Supporting Documents
A	Technical Criteria	
A	Bidder shall confirm to the Scope of Work, Specifications and terms and conditions given in the bid document.	The Bidder to confirm the same on Bidder letter head.
B	Bidder should have experience of providing and carrying out Hydro-fracturing services in Oil Field industry and should have successfully carried out hydro fracturing jobs in minimum 02 (Two) wells during the last 5 (Five) years. For this purpose, the period reckoned shall be the period prior to the bid closing date.	The bidder to submit evidence/supporting Documents: LOA or copy of contract of hydro fracturing services provided by bidder with satisfactory job Certificates from Oil field companies with reference to above mentioned contracts or Copy of letter / job card pertaining to any fracturing job duly endorsed by the respective operator company official
C	The vintage of the equipment's (Pumping Units, blenders, silo's, surface tools and other equipment along with Replacement / Optional units, if any) offered by Bidder to perform for tender services should not be older than thirty (30) years as on the Bid closing date counted from the date of manufacture.	Bidder to submit undertaking on company letter for the followings: The vintage of the offered equipment's to perform the tender services is not older than thirty (30) years. Valid TPI (Third Party Inspection) Report of the equipment's fit for the job & safe to use without any risk from DNV/Bureau veritas / Lloyds/equivalent shall be submitted prior to mobilization.
D	Bidder shall be capable of proposing and carrying out mud acid job along with the adequate equipment, if required.	Experience certificates/ job reports of proposed acid jobs must be submitted along with the bid.
E	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.	BIDDER shall submit the Undertaking as per Exhibit-C , on his letter head, duly stamped and signed. Note: BIDDER shall submit confirming on letter head for no deviations/exceptions as per Attachment-2 attached to the RFQ/Tender
	Note: GEL can seek any additional clarification / information / documents on the above Criteria and the bidder is required to submit the same in full respect prior to technical evaluation or else the bid will be rejected.	
B	Financial Criteria	
B.1	Bid Bond / EMD: Rs. 21,37,000/- (For Indian bidders) & USD 23,000/- (For Foreign bidders) to be deposited in GEL Account as mentioned below: Account Name: GEL CBONN 2000/1 JV ACCOUNT Name of the Bank: HDFC Bank Account Number: 57500001061291 IFSC code: HDFC0000006 Account Type: Current	BIDDER shall submit the documentary proof for deposition of Bid Bond/EMD along with Technical Bid.



B.2	The turnover of the bidder for the last three financial years (FY: 2022-23, 2023-24, 2024-25 or FY: 2023-24, 2024-25, 2025-26) should be a minimum (Rs. 13,36,00,000/-) for Indian Bidders and (USD \$14,52,000/-) for foreign Bidders). Note: 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.	BIDDER shall submit the following documents: 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: <i>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.</i>
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: <i>If audited financial report of Last FY 2025-26 is not available, then preceding Financial Year shall be considered and relevant documents shall be provided.</i>
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 Bidder 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. Bidder shall submit self-declaration certificate /undertaking in this regard as per attachment (Exhibit-D). - If found, GEL shall have a right to terminate the Contract without any notice including its right to forfeit the Bid Bond or Performance Bank Guarantee (PBG). Bidders who have initiated legal action/litigation against GEL or any of the Group Companies shall not be considered.
D.2	MOU (Memorandum of Understanding	- The Bidder must bid on sole performance basis
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	To identify the commercially lowest evaluated bid (L1) the total sum cost of Price Tables shall be considered for the award of Work.	
E.3	Further GEL reserves the rights to conduct Reverse Auction (RA) from all Technically Qualified bidders whose commercial bid is opened. The Reverse Auction, if conducted, shall be governed by the terms, conditions and procedure as per Annexure-2 to the eligible bidders.	
E.4	Bidder must submit the quote as per the price schedule.	

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 before submission of the bid.
3. Company may seek clarification / missing information / documents on the above Criteria and the bidder shall make all efforts to satisfy/submit to Company's queries within specified timeline or else the bid will be rejected.
4. Bidder shall submit all qualification documents (preferably colour 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 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 RFQ/Inquiry

**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 BIDDER QUALIFICATION CRITERIA
TO BE FILLED BY BIDDER**

<u>TENDER No:</u>			
<u>Bidder Name:</u>			
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 EXHIBIT-A (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 EXHIBIT-D . If found, GEL shall have a right to terminate the Contract without any notice including its right to forfeit the Performance Bank Guarantee (PBG). Bidders who have initiated legal action/litigation against GEL or any of the Group Companies shall not be considered.	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 "Rate 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 "Rate 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

EXHIBIT – 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 hereby confirm that Hydraulic Fracturing Unit with accessories will be fit for purpose throughout the contract period.
6. I/We understands the callout nature of Contract Service and agrees to mobilization the hydraulic fracturing services covered in this scope of work including all required equipment and chemicals along with all required personnel within 120 (One hundred twenty) days for the issuance of LOA.

Sign : _____

Stamp : _____

Bidder: _____

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

EXHIBIT – D**Date:** _____**Ref: Tender No.** _____ **dated** _____**Self- Declaration Cum Undertaking**

The Bidder undertakes that:

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

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

Sign : _____**Stamp** : _____**Bidder:** _____

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****Proforma for details of concurrent commitments**
(To be furnished with Bid)

Sr. No	Description of Work	Address of Client and Name & Phone Number of Engineer-In - Charge	Contract Value	Scheduled Completion Date	% Of Completion as on Date	Expected date / Actual date of Completion	Remarks
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

**ATTACHMENT – 9****Proforma for details of Past Experience**
(To be furnished with Bid)

Sr. No	Description of Work	Address of Client & Name of Engineer-In - Charge	Contract Value	Scheduled Completion Date	Actual Completion Date	Reason for Delay, if any
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						

ANNEXURE – 1**CUT-OUT SLIP for Bid Bond**

Client : GUJARAT ENERGY LIMITED

TENDER No. : GEL/PRD/Hiring of HF & Acid Job Service/2026-27/642

TENDER Title : Hiring of Hydraulic Fracturing including Mud Acid Job Services for GEL operated Onshore Blocks (CB-ON/2, CB-ONN-2000/1 & RFPSC) on Callout Basis

Bid Due Date : __/__/2026 (1700 Hrs (IST))

Bidder's Name & Address	Durgadatta Rautaray – AM (C&P) / Alpesh Shah – AGM (C&P) GUJARAT ENERGY LIMITED 05 th Floor, South Wing, Gujarat Energy Bhavan, Behind Udyog Bhavan, Sector-11, Gandhinagar-382010, India Tel: +91-79-6670 1506 Fax: +91-79-2323 6375
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(To be pasted on the envelope)

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ANNEXURE – 2**REVERSE AUCTION (RA)****TERMS & CONDITIONS OF REVERSE AUCTION:**

- 1) Name of all Bidders will be masked for all tenders by default irrespective of estimated value on (n)Procure and Initial tender outcome of all the two (02) Tendering stages i.e. Technical & Commercial stage including bid documents submitted on e-Tendering portal, name of bidders etc., will be unshared and the same shall not be visible to the BIDDERS in order to ensure sanctity and confidentiality of the possible Reverse Auction process. Post completion of RA, tender outcome shall be shared on e-Tendering portal.
- 2) Invitation for participation in RA will be sent through e-mail or through RA Portal, as applicable, as per below details:

Sl. No.	No. of Techno-Commercially Qualified Bidders	Elimination of Bidder (s) from RA
01	2 – 3 Bidders	No Elimination
02	4 Bidders	H1 Bidder will be eliminated
03	5 Bidders	Both H1 & H2 Bidders will be eliminated
04	6 & above Bidders	RA will be conducted among the lowest 50% of bidders (round up if odd) Example: In case of 9 bidders, RA will be carried out with lowest 5 bidders.

- 3) If more than 1 bidder share same initial commercial ranking, then all such bidders to be invited for Reverse Auction.
- 4) Identity of the participating bidders shall be masked (so that the names of participating bidders remain anonymous) in order to maintain sanctity while ensuring transparency of the process.
- 5) Usually, the auction is limited to 1 hour initially. If any bid is received in the last 10 minutes before the closing time, the auction time will be automatically extended by 10 (Ten) minutes from the original auction end time.
- 6) The methodology of RA i.e. entire Tender basis/SOR Item-wise basis will be in line with the commercial bid evaluation methodology stipulated in the Tender. If the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis. However, in no case price of any individual line item shall be greater/more than the originally quoted price by such BIDDER.
- 7) The opening price (ceiling price, above which no bidder can make an offer) will be declared on RA portal on start of the RA. The ceiling price may be the least price of item/(s) or lowest initial Price Bid of the BIDDER/(s) received on e-Tendering portal.
- 8) Minimum permissible decrement value shall be decided for each RA, which is generally 0.1% of the initial award value, based on lowest derived (L1) rate received through e-Tendering portal. In case

item-wise reverse auction is to be carried out, then minimum permissible decrement value shall be calculated on L1 rate received through e-Tendering portal for the respective item(s).

- 9) BIDDER can reduce their offered prices up to any extent; however, not lower than the minimum permissible decrement value per decremental bid.
- 10) BIDDERS shall not be allowed to withdraw their last offer. In case of withdrawal of offer by the final L1 bidder post RA, the same will be considered as Bid Withdrawal and necessary actions shall be initiated in line with tender terms as well as GEL prevailing policy.
- 11) If no bid is received during RA process, then the lowest (L1) rate received through e-Tendering portal shall be considered as final L1 rate and the respective bidder(s) shall be considered as L1 bidder(s).

In all cases, the GEL will accept only single L1 bid. In case more than one L1 bid is received, GEL may at its sole discretion conduct e-Reverse Auction and/or Commercial negotiations with all the L1 bidders to derive the single L1 bid. If more than one L1 bids are received again after the e-Reverse Auction and/or Commercial negotiations, the single L1 BIDDER will be decided through manual draw system to be conducted in presence of all the L1 BIDDERS.

- 12) The decision for carrying out e-Reverse Auction Process will be at the sole discretion of GEL. Further, GEL reserves the right to schedule, extend, reschedule, re-auction or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.