

**SUPPLY OF CNG/CBG CAR & COMBO DISPENSERS IN THE CGD  
OF IRM ENERGY LIMITED (IRMEL) IN 4 GA'S OF  
BANASKANTHA, DIU & GIR SOMNATH, FATEHGARH SAHIB AND  
NAMAKKAL & TIRUCHIRAPPALLI**

**Tender For Procurement of  
CNG/CBG CAR & COMBO DISPENSERS**

TENDER NO: IRM:TEND:25-26:1316-01

**COMMERCIAL VOLUME**



**IRM ENERGY LIMITED (IRMEL)**  
(A group company of Cadila Pharmaceuticals Ltd)

JULY 23, 2025

**Corporate Office: IRM Energy Ltd, 4th Floor, 8th Block, Magnet Corporate Park,  
S. G. Highway, Thaltej, Ahmedabad, Gujarat – 380054**

## Table of Contents

<b>1. INTRODUCTION .....</b>	<b>3</b>
<b>2. BRIEF SCOPE.....</b>	<b>3</b>
<b>3. BIDDER QUALIFICATION CRITERIA (BQC).....</b>	<b>4</b>
<b>4. TYPE AND DURATION OF CONTRACT .....</b>	<b>7</b>
<b>5. DELIVERY SCHEDULE.....</b>	<b>8</b>
<b>6. PAYMENT SCHEDULE .....</b>	<b>8</b>
<b>7. BID VALIDITY &amp; BID PRICES.....</b>	<b>9</b>
<b>8. DETAILS OF BID DOCUMENTS.....</b>	<b>9</b>
<b>9. UPDATE ON TENDER DOCUMENT .....</b>	<b>9</b>
<b>10. PRICE REDUCTION SCHEDULE.....</b>	<b>10</b>
<b>11. PENALTY.....</b>	<b>11</b>
<b>12. REASONABILITY OF RATES .....</b>	<b>11</b>
<b>13. PERFORMANCE BANK GUARANTEE .....</b>	<b>11</b>
<b>14. FORCE MAJEURE.....</b>	<b>12</b>
<b>15. TERMINATION.....</b>	<b>12</b>
<b>16. ARBITRATION .....</b>	<b>13</b>
<b>17. INDEMNIFICATION .....</b>	<b>13</b>
<b>18. AMENDMENTS AND VARIATIONS .....</b>	<b>14</b>
<b>19. CONFLICT OF INTEREST .....</b>	<b>14</b>
<b>20. GOVERNING LAWS .....</b>	<b>14</b>
<b>21. COMPLIANCE WITH LEGAL REQUIREMENTS.....</b>	<b>15</b>
<b>22. LOCATIONS FOR PERFORMING SERVICE .....</b>	<b>15</b>
<b>23. PUBLICATION.....</b>	<b>15</b>
<b>24. NOTICES .....</b>	<b>15</b>
<b>25. FORMS &amp; FORMAT .....</b>	<b>15</b>

## 1. INTRODUCTION

**IRM ENERGY LIMITED ('IRMEL')** (hereinafter referred as Purchaser), is supplying Piped Natural Gas (PNG) to domestic, commercial, and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in Banaskantha, Diu & Gir Somnath, Fatehgarh Sahib, Namakkal & Tiruchirappalli GA. IRMEL is in the process of increasing its compression capacity for CNG distribution.

## 2. BRIEF SCOPE

### 2.1 SUPPLY AND SERVICES

1. Scope includes design, engineering, fabrication, assembly, shop testing, supply, transportation, installation, commissioning and performance testing, Comprehensive AMC of CNG/CBG dispensers on Annual Rate Contract (ARC) basis as per specification and other details given in Technical Volume.
2. The ARC shall be valid for 2 years period from the date of issuance of LOA/First Notification of Award and shall be delivered as per PO on written intimation of CNG Car & Car cum Bus (Combo) dispensers for IRMEL.
3. The required warrantee cover of the complete dispenser shall be provided by manufacturer.
4. Erection, Installation, testing, Start-up & Commissioning of supplied dispenser.
5. Packing & Forwarding, Loading, Transportation, Transit Insurance and Unloading from vendor works to IRMEL site/store is in the scope of bidder.
6. Third party inspection will be carried out at Bidder's Factory by IRMEL appointed TPI Agency. Bidder has to provide all necessary support during Inspection.
7. For detailed Scope of work and specifications, refer Technical volume.
8. Capacity shall be as per the specifications and other details given in Technical Volume - C261159/TECH VOL./IRMEL/25 of respective part, including Supply, Erection and Commissioning as required.
9. Installation, Testing, Factory Test and Commissioning of each dispenser package after intimation from IRMEL.

Breakup of requirement is as follows

Sl. No.	Description	Unit	Quantity
1	Dual Hose Car Dispensers	Nos.	154
2	COMBO Dispensers (Car Cum Bus)	Nos.	3

### 2.2 ANNUAL MAINTENANCE (COMPREHENSIVE REPAIR AND MAINTENANCE PORTION)

- 2.2.1 Comprehensive Repair & Maintenance shall be required during Warranty Period & Nine years after Warranty period.

- 2.2.2 Comprehensive Maintenance Services during Warranty Period & Nine years after Warranty period inclusive of consumables and Spares.
- 2.2.3 Bidder must quote for complete quantity and scope of work i.e. Supply, Installation, Testing, Commissioning, Factory Acceptance Test, Repair & Comprehensive Maintenance. Bid submitted for partial scope of any group shall be rejected.

### **3. BIDDER QUALIFICATION CRITERIA (BQC)**

#### **3.1 TECHNICAL**

- 3.1.1 The bidder, shall be both regular original equipment manufacturer (OEM) and supplier of CNG Dispenser with single point responsibility and accountability to execute entire tender scope of work.
- 3.1.2 Bidder in the last 5 years, reckoned from the tender floating date, shall have, manufactured, tested, and supplied minimum required quantity as mentioned below, of CNG Car/Car-cum-Bus Dispenser package, suitable for operation at inlet pressure in the range of 240 to 255 kg/cm<sup>2</sup> (g) / NGV filling pressure of 200 kg/cm<sup>2</sup> (g) in any City Gas Distribution (CGD) industry of India.
  - 3.1.2.1 Single order of at least 20 nos. of CNG dispenser to be successfully supplied and executed in any CGD industry of India, out of which minimum 10 nos. of CNG Dispensers should be operational under CAMC by the bidder for at least 2 years from the date of commissioning.
  - OR
  - 3.1.2.2 Multiple orders of at least 20 nos. total quantity of CNG dispenser, during any year, including minimum order quantity of 10 nos. in at least one of the orders. Out of which minimum 10 nos. of CNG Dispensers should be operational under CAMC by the bidder for more than 2 years from the date of commissioning.

#### Notes to Technical BQC

1. The bidder should have Supplied and Commissioned CNG dispenser to any authorized City Gas Distribution Company (CGD) in India.
2. The Bidder shall submit the applicable PESO approvals / PESO renewal application proof in case PESO approval validity expired during bid submission the CNG Dispenser being offered.
3. The CNG Dispenser manufacturer must have valid License from Legal Metrology Department (W&M) of Dispenser model approval, manufacturing, dealer & repair of

the CNG Dispensers Model considered for supply under this bid and must have full – fledged serviced support set-up in India.

4. Bidder must submit satisfactory performance certificate from the client for Comprehensive maintenance services for at least 10 Nos. CNG dispensers for a period of not less than 2 years.

### 3.2 FINANCIAL

#### 3.2.1 Annual Turnover

3.2.1.1 The minimum annual turnover to be achieved by the bidder as per their audited financial results during all the three (03) preceding financial years shall meet the turnover requirement of INR 5.10 Cr.

#### 3.2.2 Net Worth

3.2.2.1 Bidder's Net worth should be positive in all the three (03) preceding financial years audited financial statement.

#### Notes to Financial BQC

1. If the bidder's working capital is inadequate, the bidder shall submit a letter from the bidder's bank, having net worth not less than Rs.100 Crore, confirming the availability of the line of credit to cover the inadequacy of working capital required as above. Line of credit must contain Tender No., Tender Description and Client Name. Letter for line of credit must be issued by a scheduled bank.
2. In case of tenders having bid submission date up to 30th September of the relevant financial year, and audited financial results of the immediately preceding financial year is not available, the bidder can submit the audited financial results of the three years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder must compulsorily submit the audited financial results for the immediate 3 preceding financial years.
3. Job executed by the bidder should be only for City Gas Distribution Companies of India.
4. The amount mentioned under above qualification Criteria is inclusive of GST/ Service taxes as applicable.

#### Notes to BQC

1. In case the bidder is executing a Rate Contract of above nature which is still running and the contract value executed till last day of the month previous to the one in which tender is invited is equal to or more than the minimum prescribed value mentioned in the BQC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner / authorized consultant.

2. A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting requirement of BQC of the tender.
3. Tender inviting date shall be tender published date.

### 3.3 Documents Required for Qualification Of BQC

#### 3.3.1 Technical Documents

Sl. No.	BQC Clause No 1.1	Documents required for qualification
		TECHNICAL
1	Proof of Manufacturer	Copy of Factory registration certificate / Excise registration certificate / NSIC certificate / ISO certificate indicating as Manufacturer of CNG Dispensers in scope or any other document evidencing the bidder as manufacturer of CNG Dispensers.
2	Past experience	<p>a) Copy of Purchase Order/Work Order/Contract for supply of CNG Car / Car cum Bus (Combo) dispenser(s) of required quantity as defined in BQC.</p> <p>b) Documents like inspection certificates/IRN/dispatch clearance/ end user certificate or signed performance report (having reference of Purchase Order/Work Order/Contract &amp; date, description of the item, etc).</p> <p>c) End user/ client certificate (having reference of Purchase Order/Work Order/Contract &amp; date, description of the item, etc) for completion/ commissioning besides successful and satisfactory completion in operation as detailed in BQC.</p> <p>(If the quantity, date of commissioning/ completed operations years and services etc. not indicated in the client certificate; then bidder must furnish the scope of 'work/supply' of Tender / Purchase Order/Work Order/Contract /approved BOM / AMC contract if applicable or any relevant documents to justify the BQC requirements along with certified executed quantity by Client (end-user/owner/authorized consultant).</p>
3	Successful maintenance service and full-fledged service support set up in India or have appropriate arrangement for the same with the established reputed service providers in India	<p>1. Letter from client mentioning details of successful maintenance service for a period as per BQC.</p> <p>2. Self-certified declaration letter of full-fledged service support set up in India or have appropriate arrangement for the same with the established reputed service providers in India fulfilling this criterion.</p>

4	Valid PESO Certificate for the CNG Dispenser Model considered for Supply under this tender.	Copy of the Valid PESO Certificate for the CNG Dispenser Model considered for Supply under this tender.
5	W& M India certificates for the Model of CNG dispensers, offered by the bidder for supply under this tender.	Valid model approval, valid license for manufacturing, valid license for Dealer and Repair from Legal Metrology Department (W&M) India.
6	Bidder or from OEM of bidder must submit undertaking	<p>Bidder must submit following in letter head duly signed by competent authority</p> <p>a) Bidder's proposed Dispenser must have compatibility for automation / SCADA connectivity.</p> <p>b) The bidder must have single point responsibility for manufacturing, supplying, installing, and commissioning of dispensing system.</p> <p>c) The offered dispensing system shall be of proven make from manufacturer's existing production range and must meet performance requirement as defined in the tender document.</p>

### 3.3.2 Financial Documents

BEC Clause No. 1.2	Description	Documents required for qualification
	Financial Criteria	
01	Annual Turnover	Audited Financial statements including Balance sheet, Profit & Loss Account etc. for three preceding financial years.
02	Net worth	Audited Financial statements including Balance Sheet, Profit & Loss Account etc. for immediately preceding financial year.

## 4. TYPE AND DURATION OF CONTRACT

- Rates will be firm and fixed during the contract period.
- Company reserves the right to award repeat orders of 50% Qty within the contract validity
- Supply of Dispensers: The duration of contract shall be Two (02) years from the date of issuance of LOA/NOTIFICATION OF AWARD.

- Comprehensive Repair & Maintenance The duration for comprehensive maintenance shall be Nine (09) years (i.e. 09 years post warranty).

## 5. DELIVERY SCHEDULE

- Design, engineering, fabrication, assembly, shop testing, supply, Installation, Commissioning & Performance Testing in all CNG Dispensers for CNG & city gas project of IRMEL.
- The ARC shall be valid for 2 years period from the date of issuance of LOA/First Notification of Award and shall be delivered as per Delivery period defined below:

i)	Design, Engineering, Testing, Supply complete in all respect	<b>For first lot-</b> Within <u>04 weeks</u> on FOR-IRMEL site/store basis from date of LOA, call out for the first lot as mentioned below to be delivered from the date of LOA. <b>For subsequent lots-</b> Within <u>08 weeks</u> on FOR-IRMEL site/store basis from date of written intimation/ PO.
ii)	Erection, Testing, Commissioning of Dispenser as define in the Call-out for respective GAs.	Within 10 days from the date of intimation by IRMEL for each Dispenser.

- For applicability of PRS calculation, date of material received at site/store shall be considered as date of delivery.
- Requirement of 1st lot of dispensers Car Dispenser - 08 Nos.
- As it is annual rate contract for 2-years, further lots will be as per IRMEL's requirement.

## 6. PAYMENT SCHEDULE

- On Supply:** 90% of the undisputed invoice value shall be paid within 30 days against the delivery of equipment at site/store and on receipt of undisputed invoice along with all supporting documents.
  - On Commissioning:** 10% within 30 days from the date of commissioning of equipment at site.
  - Bidder is to ensure submission of PBG on receipt of the call out notice as per the stipulated timeline mentioned in the tender document. In the absence of the same, an amount equivalent to the PBG amount shall be retained from the invoice and shall be released on receipt of the PBG or 03 months beyond defect liability period.
- All bank charges in connection with the payments shall be to Bidder's account and no interest or other charges for delay in payment, if any, shall be payable by the Company. All payment shall be released based on the call out notice issued by the company (by e-



mail/fax) to the Bidder, within [thirty (30)] days from date of submission of certified invoice by the Bidder.

## 7. BID VALIDITY & BID PRICES

- i) Bid should be valid for 90 (Ninety) days from the last date of bid submission.
- ii) Bidder must indicate price in the SOR (Schedule of Rate) as per applicable head.

## 8. DETAILS OF BID DOCUMENTS

Bid Submission end Date and time (Bid Due date & time)	31.07.2025 up-to 1500 hrs IST
Pre-Bid Queries before	27.07.2025 up-to 1800 hrs IST
Bid Submission through e-mail	Bid submission along with all required documents & forms to: <a href="mailto:pricebid_dispensers@irmenergy.com">pricebid_dispensers@irmenergy.com</a>
Bid queries clarification through e-mail	For any clarification following bidder should write to: <a href="mailto:tender_queries@irmenergy.com">tender_queries@irmenergy.com</a>

Note:

1. Bidder should submit any query in the format as below:

Bidder's Pre-Bid queries				
S. No.	Reference Volume (Commercial/ Technical)	Reference Clause No.	Section Description	Bidder's Query/ clarification

## 9. UPDATE ON TENDER DOCUMENT

Disclaimer clause: Bidders are advised to check IRMEL's e-mail for any updates on the tender. The ignorance to check e-mails will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

**10. PRICE REDUCTION SCHEDULE**

- 10.1 In case there is delay in delivery of goods / completion of the work/services attributable to the supplier / contractor / service provider, the supplier / contractor / service provider shall pay as compensation for delay and not as penalty in form of price reduction as detailed here under.
- 10.2 If the supplier / contractor / service provider fails to deliver any or all of goods or performance of the work/service within the time (s) specified in the Order, IRMEL shall without prejudice to any other remedy(s) under the Order, reduce the contract value by a sum calculated as mentioned below
- i. If delay in delivery of Goods/ Materials occurs beyond the period specified in order herein, Company shall recover, as ascertained, Liquidated Damages (LD) and not by way of penalty a sum equivalent to half percent (0.5%) of the value of delayed goods per week of delay on delayed goods or part thereof, subject to maximum of 5% of the value of the undelivered portion of the Goods.
  - ii. In case of delay of more than 08 weeks in supply of material beyond a stipulated completion date, IRM Energy reserves the right to terminate the contract and place order to another bidder at its sole discretion. Any extra expenditure that IRM Energy will have to incur for procurement of the balance material through the other supplier on account of higher rates quoted by the supplier will be recovered from the supplier's retention money, pending bills etc.
- 10.3 The contract value to be considered for application of PRS shall be inclusive of all taxes and duties.
- 10.4 The price reduction schedule to be made applicable against individual release order/call-out notice with specific delivery period and not on the total ARC value.
- 10.5 Also, a grace period of 15 days shall be provided in lieu of drawing approvals for the First Lot only. Bidder is to submit the technical data sheet, drawings, & QAP for the approval of the OWNER, the same shall be approved within 15 days.
- 10.6 The parties agree that this is a genuine pre-estimate of the loss / damage which will be suffered on account of delay / breach on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay / breach. The decision of Owner in regard to the actual delay shall be final and binding on the Contractor. All sums payable by way of compensation shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.
- 10.7 In case of delay in performance / delivery on the part of Contractor, the invoice / document value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the Purchaser may deduct the amount so payable by Contractor, from any amount falling due to the Contractor or

by recovery against the Performance Guarantee.

## **11. PENALTY**

Penalty for CAMC services is detailed in technical volume.

## **12. REASONABILITY OF RATES**

- 12.1 Since the tender is for long term requirement requiring the successful bidder to Repair & provide Maintenance & Services of the supplied equipment comprehensively over a period of 120 months after receipt of last equipment of each lot at site, bidder is advised to quote reasonable rates for all the line items which are workable and sustainable for execution of the contract. Following points must be considered while submitting the offer.
- 12.2 The requirement under Repair & Comprehensive Maintenance is to deploy skilled trained person to attend each call on urgent basis at respective site as and when required. The bidder to quote rates for Repair & Comprehensive Maintenance portion based on their internal working however, should ensure compliance of minimum wage requirement in respective state and all other statutory compliances during attending the call at site during tenancy of contract.
- 12.3 Similarly, cost of Repair & Comprehensive Maintenance should also be quoted keeping in view both the factors.  
i.e. manpower requirement for comprehensive maintenance of dispenser and spares & consumables required for comprehensive maintenance as per tender.

## **13. PERFORMANCE BANK GUARANTEE**

1. Bidder shall submit an irrevocable Performance Bank Guarantee equivalent to 10% of the call out notice value within 21 days from the date of issuance of the call out notice. The irrevocable bank guarantee should be submitted in the format prescribed by Company and issued by any of the nationalized banks.
2. The PBG shall be valid for a period of 03 months beyond the defect liability period. The defect liability period shall be 12 months from the date of commissioning or 18 months from the date of delivery whichever is earlier.
3. In case of extension of completion period, Bidder shall be required to extend the performance bank guarantee for an appropriate period as per contractual requirements.
4. This bank guarantee will be equally valid and can also be invoked against any other dues to Bidder like failure to execute the contract, non-compliances of statutory obligations of Bidder, liquidated damages etc.

5. The Company shall have the right to liquidate the performance bank guarantee (as submitted by the Bidder at the time of commissioning of the equipment or as per the conditions of the contract) in case of default by the Bidder in meeting any of its obligations post the commissioning of the equipment(s).

#### **14. FORCE MAJEURE**

1. Force Majeure shall mean and be limited to the following:
  - War/hostilities/Riot or Civil commotion.
  - Earthquake, flood, tempest, lightening or other natural physical disaster.
  - Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the Bidder
2. The Bidder shall advise the Company by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, the Company reserves the right to cancel the contract. The Company shall not be liable to pay any amount to the Bidder on termination of this contract due to force majeure condition. The equipment that are complete and ready for shipment (as per the specification and scope of work as set out in the contract) within 15 days after the Bidder's receipt of notice of termination shall be purchased by the company at the already agreed terms and prices.
3. For delays arising out of Force Majeure, the Bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Company nor the Bidder shall be liable to pay any extra costs.
4. The Bidder shall also categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of signature of this contract.
5. In the event of any force majeure cause, the Bidder or the Company shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Bidder without being subject to penalty clauses mentioned in the contract.

#### **15. TERMINATION**

1. Termination for Convenience: The Company may terminate contract by giving seven (7) days' termination notice to that effect without assigning any reason thereof. After termination the Company shall pay to the Bidder only such portion of jobs which have been completed by the Bidder prior to the date of termination. All jobs whether finished or in progress shall be property of the Company and all related documents shall be handed over to Company as prescribed in the contract.
2. Termination for Default: If there are reason/reasons to believe that the Bidder is not performing as per the terms and conditions of contract, the Company reserves the rights to terminate the contract at any point of time after giving [Seven (7) days] termination notice. In case of termination of the contract, the Bidder

indemnify the Company for any loss occurring on account of termination of contract.

3. On termination of contract (by whatever reason called), the Bidder shall have no claim to any payment or compensation or other issues whatsoever on account of any loss of profit or advantage which it might have derived from the execution of work in full but which it did not derive in consequence of the termination of contract (in full or part) by the Company.

## **16. ARBITRATION**

1. Any dispute arising out of this tender or contract shall be mutually resolved amicably through negotiations by the Parties. If the dispute cannot be resolved by mutual consultation between the Parties, the same shall be resolved in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules framed thereunder (and as amended from time to time). The Company and the Bidder shall appoint one arbitrator each. The two arbitrators so appointed shall jointly appoint a third presiding arbitrator. The decision of the arbitrators so appointed shall be final and binding upon the concerned Parties. In the event of the failure by any Party to appoint an arbitrator within 30 days from the date of receipt of notice from the other Party/ or failure by the two arbitrators appointed by the Parties to appoint the third arbitrator within a period of 30 days, such arbitrator(s) shall be appointed by the High Court of Gujarat. The language of arbitration shall be English. The place of arbitration shall be Ahmedabad.

## **17. INDEMNIFICATION**

1. The Bidder shall fully indemnify, save harmless the Company from on against any claim, demand, liability, action, preceding, cost or expense in favor of any third party with respect to:
  - Failure of the Bidder, any sub-contractor or any of their respective sub-contractors to comply with applicable laws and applicable permits, prudent utility practices and good engineering practices.
  - Failure of the Bidder to make payments of taxes relating to the Bidder's or any sub-contractor's or any sub-contractor irrespective of whether they are reimbursable or other taxes required to be paid by the Bidder pursuant to this Contract irrespective of whether they are reimbursable or to be compensated under the terms of this Contract.
2. Bidder shall indemnify the Company against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.
3. Bidder shall also protect and fully indemnify the Company from any claims from Bidder's workmen/employees or their heirs, dependent(s), representatives, etc.

or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the Contract.

4. Bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify the Company completely from any claims/penalties arising out of any infringements on its part.
5. Notwithstanding anything contained in this Contract, Bidder shall be liable to indemnify losses and damages suffered/sustained to the Company on account of or arising out of any omission or negligence on the part of the Bidder not exceeding 5% of the total Contract Price. However, this limitation of liability of 5% is not applicable in any of the following cases:
  - Corrective engineering is required on account of reason attributed to Bidder shall immediately undertake corrective engineering without any additional cost to the Company.
  - The Bidder fails to comply with applicable laws, including but not limited to laws relating to taxation, etc.
  - Gross negligence or willful misconduct by the Bidder.
  - Breach of confidentially obligations by Bidder.
  - Violation of intellectual property rights by Bidder.
6. Notwithstanding anything contained elsewhere in the Contract neither party shall be liable for consequential and indirect losses.

## **18. AMENDMENTS AND VARIATIONS**

No amendment or variation in this contract shall be valid unless agreed to in writing by both the parties.

## **19. CONFLICT OF INTEREST**

- a) Unless otherwise agreed in writing by the Company, the Bidder and his personnel shall have no interest in nor receive remuneration in connection with the Scope of Work except as provided for in this Contract.
- b) The Bidder shall not engage in any activity or provide any service to any other third party, involved directly or indirectly in the Scope of Work, which might conflict with the interests of the Company under this Contract.

## **20. GOVERNING LAWS**

The laws of India will govern the rights and obligations of the Company and the Bidder under this Contract. The place of jurisdiction shall be Ahmedabad, Gujarat.

**21. COMPLIANCE WITH LEGAL REQUIREMENTS**

Bidder shall comply with all applicable laws as applicable from time to time relating to employment and workers, providing Services, social security with regard to Bidder's employees, competition, trademark, copyrights, patents, health hazards, and taxes and other applicable laws with regard to Bidder's Scope of Work.

Further, the Bidder shall provide to the Company or statutory authorities upon demand evidence of such compliance etc. of all the applicable laws.

**22. LOCATIONS FOR PERFORMING SERVICE**

Depending upon nature of the Services and requirements of Company, Bidder shall be required to perform the Services at various locations. Apart from rendering Services from its premises, the Bidder agrees to provide from time to time, as may be required, sufficient personnel at the site, premises of the Company, EPC contracts, sub-contractors and supplier under the EPC contract, advisors and consultant of the Company and such other places where any part of the Scope of Work is being performed. The cost pertaining to the same shall be deemed to be included as per terms and conditions mentioned in this Contract.

**23. PUBLICATION**

Bidder, either alone or jointly with others, cannot publish material relating to the Contract without a prior written approval of the Company.

**24. NOTICES**

1. All notices shall be in writing and will take effect from the date of receipt at the communication address. Suitable proof of delivery like speed post acknowledgement receipt, registered AD acknowledges receipt, hand delivered acknowledges are acceptable mode of acknowledgement.
2. In case of speed post and registered AD notices, a copy of notice is required to be sent for acknowledgement of content and acknowledgement on this copy of notice by which will be returned to Bidder & shall be considered as valid acknowledgement of notice.

**25. FORMS & FORMAT**

1. Bidder must submit all forms & formats as mentioned in technical volume of this tender duly filled and signed along with the submission of bid.

— — —