



Petroleum and Natural Gas Regulatory Board
1st Floor, World Trade Center, Babar Road, Delhi - 110001

Tender No. PNGRB/M(I)/CGD/OPEN/TDR-MAPS/2008/12/01

REQUEST FOR PROPOSAL/TENDER DOCUMENT FOR

HIRING OF VENDORS FOR SUPPLYING CUSTOMISED MAPS

This Tender Document Issued to:

S. No. of this Tender Document :

PNGRB

New Delhi, December 2008

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SECTION I: INSTRUCTIONS TO BIDDERS

Introduction

Petroleum & Natural Gas Regulatory Board (PNGRB) was constituted under "The Petroleum & Natural Gas Regulatory Board Act, 2006". The prime objective of its existence is to regulate the refining, processing, storage, transportation, distribution, marketing and sale of Petroleum, Petroleum Products and Natural Gas (PPNG), so as to protect specified activities relating to PPNG and to ensure uninterrupted and adequate supply of PPNG, in all parts of the country and to promote competitive markets and for matters connected therewith or incidental thereto.

Many activities of the Board relating to the authorization/ registration or monitoring requires spatial data information and for which the Board requires customized maps of the identified geographical areas (GAs).

Sealed **bids** are invited by Petroleum & Natural Gas Regulatory Board (PNGRB), 1st Floor, World Trade Centre, Babar Road, New Delhi -11 0001 from the parties operating in India, including the foreign firms having their registered offices in India, for **HIRING OF VENDORS FOR SUPPLYING CUSTOMISED MAPS**.

1. General Instructions

1.1. Tender Fee :

- a) A tender fee of Rs. 5000/- is to be deposited towards cost of the tender. The tender fee is non-refundable/ non-transferable/ not adjustable against any other tender.
- b) The tender fee should be deposited by Demand Draft/Pay order drawn on any Nationalized/ Scheduled Bank in favour of Petroleum & Natural Gas Regulatory Board, payable at New Delhi. Outstation instruments will not be accepted. The tender document can be collected from concerned group in the PNGRB on production of the Receipt.

1.2. The term, "Bidder" as used in the tender documents shall mean the firm or company name, to which this tender document has been issued. The terms Bidder, Party, Tenderer, Vendor, have been used interchangeably in this document. The term PNGRB/ Board shall mean Petroleum and Natural Gas Regulatory Board.

1.3. The bidder should read the conditions carefully and submit his bid in this document alone to PNGRB duly signed and stamped by them on each page in token of having read, understood and accepted the conditions. Unsigned and unstamped bids shall not be accepted. All pages of the submittals must be sequentially numbered irrespective of the nature of content.

1.4. The Bidder shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid. A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Authorised representative' or any other designation without disclosing his principal will be rejected. The Bidder must submit the bid under his exact legal name.

1.5. The bidder is advised to provide the information sought in the exact format specified. Bids submitted otherwise are liable to be summarily rejected.

- 1.6. The bid must include the name and place of business of the firm/ company making the bid and must be signed and sealed by the authorised signatory of the bidder with his usual signature on each page. Full details of the firm along with names of the Partners/ Directors etc. shall be furnished.
- 1.7. Bids not conforming to the above requirements may be disqualified. Bidders shall also furnish information required in Annexure 1, 2 & 4 and conform to the checklist given in Annexure 6.

2. Clarification of Bidding

A prospective bidder requiring any clarification of the Bidding Documents may notify PNGRB in writing or by fax giving details of the clarification sought. PNGRB may respond in writing to any request for clarification, which it receives not later than 7 days prior to the deadline for the submission of bids. Written copies of PNGRB's response (including an explanation of the query but without identifying the source of the query) may be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the PNGRB, seven days prior to the bid due date is liable to be considered as no clarification/information required. There will be a pre-Bid meeting Chaired by the concerned Member of PNGRB, with the prospective bidders as mentioned in the Annexure5 for any clarification regarding tender technical specifications and tender terms and conditions. PNGRB will not be bound to clarify any query after the pre-bid meeting.

3. Amendment of Bidding Documents

- 3.1. At any time prior to the bid due date, the PNGRB may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.
- 3.2. Any addendum thus issued shall be part of the Bidding Documents and shall be notified in writing by fax/post to all prospective bidders who have received the bidding documents. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post to the PNGRB.
- 3.3. The PNGRB may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

4. Tender Schedules

- 4.1. The sealed tenders under two bid system consisting of techno-commercial un-priced bid (hereinafter referred as un-priced bid) and price bid shall be received as per schedule given in Annexure 5 at the address mentioned at clause 4.2. PNGRB will NOT be responsible for any delay on the part of the bidder in submission of the tender bids. In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings. The un-priced bids will be opened as per schedule given in Annexure 5 at the address mentioned at clause 4.2.
- 4.2. The address for all future communications is :

Secretary, Petroleum & Natural Gas Regulatory Board,
1st Floor, World Trade Centre,
Babar Road, New Delhi -11 0001

5. Procedure for submission of Bids

- 5.1. The Bids shall be submitted in a sealed cover which must contain two separate sealed envelopes comprising “**Un-priced Bid**” and “**Priced Bid**”, super-scribing the wording “Un-priced Bid” and “Price Bid” respectively. Rates/prices should not be indicated in the Un-priced part of the Bid. The Price bid shall include only the Bid Form enclosed at Annexure 11 and no other document. All the covers must mention the tender number.
- 5.2. On the day of bid opening, only the un-priced bids of the bidders shall be opened. Price bid of technically qualified bidder shall be opened at a later date with prior intimation to such bidders. Bidders may be required to attend price bid opening at a notice of 72 hours.
- 5.3. Each copy of the tender response shall be a complete document and must be bound as a volume. Different copies shall be bounded separately and marked distinctively.
- 5.4. The bid shall contain no erasures or overwriting except as necessary to correct errors made by the Bidder. Erasures or other changes, if unavoidable, in the bid documents shall be done neatly by cutting the words or lines over the initials of the person signing the bid else it will be out rightly rejected. Bids, with overwriting or erasure by using the White or any other colour fluid are liable to be rejected.

6. Bid Rates/ Prices

- 6.1. The rates quoted by the Bidders shall be inclusive of all taxes, duties, royalties etc., as prevailing on the date of tender and shall remain firm and fixed during the bidder’s performance of the contract. A bid submitted with an adjustable price quotation will be rejected. Only the subsequent variations in statutory taxes shall be payable/ recovered in case these are changed as per Government orders. The rates shall also include for all obligations towards usage of proprietary tools by the vendor.
- 6.2. The performance of work shall include frequently travelling to PNGRB’s office to attend meetings, submissions and presentations and all expenses on this account shall be borne by the vendor.
- 6.3. The bidder(s) shall quote his rate for each item in figures and words as per the Price Schedule at Annexure 11.

7. Last Date for Submission of Bid

- 7.1. Bids must be submitted not later than the date and time specified in Annexure 5. The Board shall not be responsible for any postal delays. The bidder will not be allowed to modify or withdraw his bid after the bid’s submission.
- 7.2. The PNGRB may, at its discretion, on giving reasonable notice by fax or any communication to all prospective bidders who have been issued the bid documents, extend the last date for the submission of bids in which case all rights and obligations of the PNGRB and the bidders, previously subject to the bid due date, shall thereafter be subject to the deadline as extended.

8. Opening of Bids

- 8.1. PNGRB will open the un-priced bids in the presence of bidder’s representatives who may choose to attend the opening of unpriced bids on the date and time as mentioned above.

Representatives who are present shall sign a register evidencing their attendance. The bidder's representative shall furnish a letter of authority from their principals to attend the bid opening as per Annexure 8.

8.2. Arithmetical errors in the priced bid shall be rectified on the basis of:

If there is a discrepancy between the unit price and the total amount as directed in the price schedule the unit price shall prevail and the total amount shall be corrected. Bidders shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail. If the bidder does not accept the correction of the errors, the bid will be rejected and EMD forfeited.

9. PNGRB's Right to accept any Bid and to reject any or all bids

PNGRB reserves the right to accept or reject any or all bid (s), and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the PNGRB's action.

10. Language of the Bid

10.1. The bid submitted by the tenderer as well as all correspondence/ drawings and documents relating to the bid shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

10.2. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by local Chamber of Commerce shall be submitted by the Bidder.

11. Eligible Bidders

11.1. Bidders Qualification Criteria :

Bidders shall be declared qualified based on the following criteria :

a) General:

- i. The bidder must be an Indian firm/ company/ organization registered under Indian Companies Act.
- ii. The bidder must have a turnover of minimum Rs. 1 Crore in any of the past 5 financial years.
- iii. The bidder must have completed a project of similar nature of value not less than Rs. 40 lacs under a single work order in the past 5 financial years.

b) Technical :

- i. The bidder must have a minimum of 175 technical staff on their rolls.

- ii. The bidder must have a relevant experience of minimum 10 years in this field.
- iii. The bidder must have a valid ISO 9001:2000 or SEI/ CMMI level 5 certification as on the date of tender submission.

11.2. For the purposes of above Clause similar assignments/ relevant experience will include development of customised land use database/information system, cartographic work and database development in infrastructure development projects. Following documents are to be furnished by the bidder :

- a) EMD as stated under Clause 13
- b) Full address of the registered office and established office in Delhi/ NCR, if any.
- c) Articles of Memorandum of Association or Partnership Deed or proprietorship deed as the case may be.
- d) Registration certificate under Indian Companies Act.
- e) IT clearance Certificates for the past 5 years.
- f) Audited balance sheets of the last 5 years indicating turnover.
- g) Proof of completion of projects as stated in Clause 11.1 with details of order no. & date, scope of work, order value, customer name, project start and end date and completion certificates from clients. Contact details of officer concerned of each client must be furnished for verification purposes.
- h) Work orders with scope of work to confirm relevant experience of minimum 10 years.
- i) List of technical staff (minimum 175) with qualifications and complete profile of team members proposed for this project.
- j) List of Hardware and Software with valid authorizations
- k) Valid ISO 9001:2001 or SEI/ CMMI level 5 certifications

11.3. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorised signatory of the bidder. Documentary proof for financial criteria must also be signed by a chartered accountant. If the bid is not accompanied by all the required documents, the same would be rejected.

11.4. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted.

11.5. The bidder should not be black listed by any Government Department/ Public Sector/PNGRB. A specific undertaking to this effect must be submitted by the bidder.

11.6. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances. However, PNGRB reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.

12. Terms and Conditions of Bidder

The bidder must conform his bid to all the terms and conditions specified in the tender and no deviations from these will be acceptable. Bids with conditions/ deviations shall be summarily rejected. Bids not quoted as per the format given by PNGRB will be rejected straightway.

13. Earnest Money Deposit (EMD)

13.1. The bidder shall furnish, as a part of its bid, EMD for an amount of Rs. two lacs by Demand Draft/Pay order drawn on any Nationalized/ Scheduled Bank in favour of Petroleum & PNGRB/M(I)/CGD/OPEN/TDR-MAPS/2008/12/01

Natural Gas Regulatory Board, payable at New Delhi. No Bank Guarantee towards EMD will be acceptable.

13.2. The EMD is required to protect PNGRB against the risk of Bidder's conduct, which may warrant the EMD forfeiture.

13.3. PNGRB shall not be liable to pay any bank charges, commission or interest etc., on the amount of bid security.

13.4. Bids received without the EMD shall be summarily rejected. The Earnest Money Deposit without any interest accrued will be refunded as follows:

13.4.1. In the case of those Bidders who fail to qualify the eligibility criteria, and whose technical bids do not qualify, the EMD will be refunded without any interest accrued within two months (60 days) of the opening of tender by PNGRB.

13.4.2. In the case of those Bidders who are technically qualified but do not get finally empanelled, , the Earnest Money Deposit (EMD) will be refunded without any interest accrued within four months (120 days) of the opening of tender by PNGRB.

13.4.3. In case of successful empanelled bidders accepting the Order and furnishing the Contract Performance Guarantee.

13.4.4. The EMD shall be forfeited :

- A) If a bidder withdraws his bid during the period of bid validity.
- B) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Award Order or
 - ii) to furnish Performance Guarantee or
 - iii) to accept correction of errors or
 - iv) If a bidder submits incorrect statements/ forged documents.

Note: The EMD must be submitted along with the un-priced bid only.

14. Bid Evaluation :

14.1. This being a rate contract, the financial bid will be evaluated on the basis of the unit rates quoted by the bidder which shall be all inclusive, as indicated. Upto three parties shall be empanelled as per the following procedure :

- a) After opening of the price bid, a ranking list of vendors shall be made on the ascending order of their rates received against each item. In case, same rates are quoted by two or more vendors, the vendor with higher turnover shall be preferred in the list made above. The highest turnover of the last 3 financial years will be considered while comparing the turnover of the parties.
- b) The lowest rate against each item shall mean the lowest acceptable rate quoted by the L-1 party (with or without negotiations as the case may be) for that item.

- c) Lowest acceptable rates (to be decided by PNGRB) shall be offered to the required number of technically qualified parties serially in the ascending order of their position in that item. Those parties agreeable to execute the work at the offered rate shall be empanelled. Parties not accepting the offered rates shall not be considered for empanelment and the next party in the ranking list shall be offered the rates. This process shall continue till the required numbers of parties have accepted the offered rates.
- d) L-1 and other parties subject to their acceptance of L-1 rate (from the said list of parties mentioned earlier) upto the number of parties required shall form the list of empanelled parties for that item. The party over & above the required number shall be kept on waiting list and may or may not be empanelled later on as per PNGRB's discretion.
- e) The parties finally empanelled shall be awarded the work for that item in the ratio of 50:30:20 in case 3 parties are empanelled or 60:40 in case only 2 parties are empanelled with higher ratio of work being awarded to the L-1 and other parties being allocated work as per their placement in the ranking list, subject to their performance and availability of work with the PNGRB.

14.2. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, PNGRB can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

15. Bid Currencies & Payment Terms

- a) The bidders shall submit bid in Indian Currency (Indian Rupees) and receive payment in such currency only.
- b) Payments shall be released to the bidder after completion of all deliverables for a city/geographical area. All payments shall be made subject to deduction of TDS as per current IT Act.

16. Period of Validity of Bids

Bids shall remain valid for 120 days from the date of bid opening prescribed by the PNGRB. A bid valid for a shorter period is liable to be rejected by the PNGRB.

SECTION II : SCOPE OF WORK AND TIME SCHEDULES

17. Scope of Work :

- 17.1. It is proposed to award a rate contract for a period of two years for providing maps of various cities/ geographical areas in India. Based on these maps, PNGRB proposes to float further bids for authorisation for CGD networks / pipelines in India. During this period, maps shall be required for approximately 100 cities. However, the quantum of work required may vary to any extent and no claim on this account shall be admissible.
- 17.2. The bidder must take into account all the points explicitly stated here as well as those that shall be required to produce the output as required and stated. The detailed scope of work is as under :
- a) To provide customised maps of cities/ geographical areas incorporating detailed land use/ land cover and indicating residential/ commercial/ institutional/ industrial/ open space/ area under crops/ forest etc., rail network/ road networks of roads giving details of NH/ SH & town/ urban/rural roads, water bodies such as rivers/ canals/ drains, names of important landmarks/ colonies/ locations/ major villages and administrative boundaries such as municipal wards/ limits/ taluka boundaries. Taluka boundary (single polygon) edges shall be accurately adjusted for interfacing with boundaries of adjacent taluka.
 - b) The geographical data used by the vendor to prepare the maps should not be more than 1 year old. Complete geo-referencing has to be provided in the supplied maps with standard cartographic symbology and colours.
 - c) The submissions shall have customized layouts printed on A1 sheets at an appropriate scale in colour. Maps at three levels shall be supplied for each city/ geographic area.
 - i. The first map (Level I map) shall encompass details of a larger geographic area with broad land use details and geographical extent of the concerned district or as directed. Two printouts shall be given for this map.
 - ii. The second map (Level II map) shall detail the chosen city/ geographic area in greater detail indicating all villages with population more than 5000 as per census 2001. All major roads in urban /rural areas are to be indicated in the maps. The vendor shall also be required to collect information from the government authorities regarding proposed SEZs/ commercial & industrial hubs and future development plans (e.g. CDPs/Master Plans) in and around the identified geographical area and include these in the maps at this level. The vendor shall also collect details of all administrative divisions such as wards etc. both within the municipal and cantonment limits and indicate them in the maps supplied. Necessary support by way of authorization letters from PNGRB shall be given for facilitating this. A copy of such maps/ reports/ plans shall also be submitted to PNGRB separately. The accuracy level of the maps at this level shall be within 20 m. At least 3 levels of habitation density shall be indicated. Two printouts shall be given for this map.
 - iii. An overall boundary and internal zoning shall be marked by PNGRB in the level II map and population data for the overall indicated boundary shall be subsequently provided. The population data provided shall be authenticated with the source details (Census 2001 or later). This shall be the final level III map and three reprints

of this shall be provided. Certain additional landmarks/ details may be required to be added besides removal of other details like land use (except roads, rivers, water bodies and canals). In this final submittal, as the area coverage may be further cropped, more zooming in may be required.

- d) Since the extent of work involved shall depend upon the area needed to be indicated in the level II map, the item rates are being sought under three levels of detail viz. where level II maps shall cover an area upto 250KM², from 251Km² to 500km², from 501 km² to 1000 km² and from 1001 km² to 2000 km². The vendor shall be required to quote accordingly.
- e) While taking outputs, a strip of maximum width 15 cm should be left on the right side to be used for title, legends, scale, tables and other details as desired by PNGRB. The rest of the sheet shall indicate the actual map leaving a strip of only 1" from all edges.
- f) Submissions shall also be in the form of geo referenced .shp files projected in WGS formats.
- g) The vendor shall guarantee the accuracy of the details provided in each map to a level as specified. In case inaccuracies are reported by PNGRB within 6 months of receiving final deliverables for a city/ geographical area, the vendor will rectify the same and provide fresh prints and submissions at no extra cost within a period of 10 working days.

17.3. The vendor shall provide necessary authorisation to PNGRB to use the map for its bidding as well as monitoring purposes. This will include adding more information to the maps later on and sharing the maps with other agencies for project implementation and monitoring purposes. No term of such authorisation can be in conflict with the terms and conditions of this tender. The vendor shall also indemnify PNGRB from any legal implications arising from use of such maps for aforesaid purposes.

17.4. Sample maps of some geographical area available at PNGRB's office, which may be inspected by the intending vendors to understand the quality & details required. Any output/ deliverables not meeting the desired quality and level shall be rejected.

18. Time Schedules :

18.1. The time period for final submittals for any city/ geographic area is **six weeks** from the date of intimating of the name of that particular city/ geographic area. A typical individual work order against the running rate contract shall not exceed 10 cities. Hence schedule of submission for each city/ geographic area will be different depending upon when the city's/ geographical area's name was intimated by PNGRB, which could follow a sporadic schedule. Complete scope of work and all stages of submissions for that city / geographical area must be completed within the stipulated time period. Each intermittent approval required from PNGRB shall normally not take more than 3 working days.

18.2. Any unjustified and unacceptable delay beyond the schedule as per award order will render the vendor liable to pay liquidated damages/ penalty at the rate as mentioned in the Annexure 9 subject to a maximum of 10 % of individual work order value as per GCC.

18.3. PNGRB shall have the option to extend the rate contract at the same rates for a further period of one year with mutual consent of empanelled vendors.

SECTION III : GENERAL CONDITIONS OF CONTRACT (GCC)

19. Award of Contract

- 19.1. Prior to the expiry of the period of bid validity, PNGRB will notify the successful bidder(s) in writing about acceptance of their bids. The notification of award will constitute the formation of the Contract, as per format at Annexure 10.
- 19.2. A copy of the contract duly signed and stamped on all pages by the successful bidder shall be returned to PNGRB as token of acceptance of the contract. Individual work orders shall be placed against the contract during its currency for cities/ geographical areas as and when these are taken up for authorisation by PNGRB.
- 19.3. The successful bidders shall be required to establish an office in Delhi/ NCR region, in case they do not have so for the purposes of regular interactions as shall be required for fulfilling the obligations of the work. No work shall be allotted to the empanelled party in case there is no office presence as stated above.

20. Performance Bank Guarantee

- 20.1. On receipt of the notification of award from PNGRB, the successful Bidder(s) within 14 days from the date of award of contract, shall furnish the Performance Bank Guarantee valid for 30 (thirty) months, i.e. six months beyond the scheduled completion of the contract from a scheduled bank located in India (including an Indian branch of a foreign bank), equivalent to 10% of the total value of the contract in accordance with the conditions of Contract, in the Performance Bank Guarantee (PBG) format prescribed at Annexure 7. **The total contract value shall in the beginning be based on proportionate work awarded out of presently estimated 100 cities/ geographical area.** In case, more cities/ geographical areas are awarded during the contract period, additional performance bank guarantee of requisite amount shall be required to be furnished.
- 20.2. Failure of the successful bidder to comply with the requirement and conditions of the tender/ contract at any stage of work shall constitute a default and sufficient grounds for the annulment of the award, in which case PNGRB may award the contract to the next lowest evaluated bidder or call for new bids at the risk and cost of the successful bidder, besides initiating legal action as per rules/laws and debaring & black listing the vendor for at least 3 years, for further dealing in Govt. departments.
- 20.3. The bank guarantee shall be extended for such further period or periods as may be necessary to cover the defect liability period of 6 months after the actual date of completion of work as per contract in respect of any defective work rendered or re-performed.

21. Sub-contracts

The bidder shall not assign or sub-contract in whole or in part the contract in any manner except with the prior approval of the PNGRB.

22. Publicity & Advertising

The bidder shall not without the written permission of PNGRB make a reference to the contract in any publication, publicity or advertising media.

23. Furnishing Incorrect Information

Upon verification, evaluation/assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.

24. Termination for Insolvency:

PNGRB may at any time terminate the award order / contract by giving written notice of one week to the Vendor, without any compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent.

25. Force Majeure:

Force Majeure shall mean and be limited to the following:

- a) War /hostilities
- b) Riots or Civil Commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disasters.
- d) Restrictions imposed by Central Government or other statutory bodies which prevents or delays the execution of obligations under the Regulations

The Authorised Entity shall within one week of occurrence of above causes notify PNGRB about the occurrence of the force majeure event and provide PNGRB all details of arising and ceasing of the impediment. The time and performance of the respective obligations suspended by the force majeure shall stand extended by the period(s) for which such conditions of force majeure last. PNGRB's decision, whether such force majeure conditions did actually exist shall be final and binding.

26. Default :

Default shall be said to have occurred:

- 26.1. If the vendor fails to deliver any or all of the services within the time period(s) specified in the award order or any extension thereof granted by PNGRB.
- 26.2. If the vendor fails to perform any other obligation(s) under the contract
- 26.3. If the vendor, in either of the above circumstances, does not take remedial steps within a period of 7 days after receipt of the default notice from PNGRB (or takes longer period in spite of what PNGRB may authorize in writing), PNGRB may terminate the contract in whole or in part. In addition to above, PNGRB may at its discretion also take the following actions:
 - A) PNGRB may appoint, upon such terms and in such manner, as it deems appropriate, vendor similar to the one from the parties who have been empanelled and the defaulting vendor shall be liable to compensate PNGRB for any extra expenditure involved towards the balance services to complete the scope of work in totality or any delays suffered on this account amounting to a maximum of 10 % of individual work order value as cancellation charges.

27. Arbitration:

- 27.1. In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of contract) except as to any of the accepted matters, provided hereunder, the parties hereto, shall first endeavour to settle such disputes of differences amicably.
- 27.2. If the parties fail to reach such amicable settlement, then either party (the Awardee or Vendor) may (within 28 days of such failure) give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or differences of which such written notice has been given and no other shall be referred to the arbitration of a single arbitrator, to be appointed by Chairperson, PNGRB. Provisions of Indian Arbitration Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitration.
- 27.3. Venue and jurisdiction for any essential arbitration shall be New Delhi.
- 27.4. The arbitrator or arbitrators appointed under this Article shall have the option to extend the time to make the award with the consent of parties.
- 27.5. Pending reference to arbitration, the parties shall make all endeavours to complete the work in all respects. Disputes, if any, will finally be settled in the arbitration.
- 27.6. Upon every or any such references to the arbitration, as provided herein the cost of all incidental to the reference and Award respectively shall be at the discretion of the Arbitrator, or the umpire, as the case may be.
- 27.7. The award of Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Vendor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence. The Awardee and the Vendor hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the contract except for as provided for in the Tender.

28. Applicable Law

- 28.1. The Vendor shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- 28.2. All disputes in this connection shall be settled in Delhi jurisdiction only.

29. Documents Comprising the Bids

The bid prepared by the bidder shall comprise the following components:

- a) UN-PRICED BID (Part –I) to be filled on the format sheets provided in the Tender Document.
- b) Bidders Particulars (Annexure- 1).
- c) Bid Form (Annexure-2).
- d) Information regarding Directors (Annexure -3).

- e) Information about Members of PNGRB (Annexure- 4)·
- f) Time Schedule for receipt, submission and opening of tender (Annexure-5)·
- g) Check List (Annexure-6)·
- h) Performance Bank Guarantee format (Annexure-7)·
- i) Letter of Authority for attending bid opening (Annexure – 8)·
- j) Determination of Penalty (Annexure-9)
- k) Work Order / Draft Contract (Annexure 10).
- l) PRICE BID : Price Bid Form (Anexure-11)

30. Annexures

The bidder has to submit all the Annexures duly filled as per format provided in the tender, failing which the bid is liable to be technically rejected. Documentary evidence is to be submitted by the bidder for all the formats wherever it is required.

SAMPLE

(Enclose with Un-priced Bid)

Tender No: PNGRB/M(I)/CGD/OPEN/TDR-MAPS/2008/12/01

Bidder Particulars

1. Bidder Serial Number Allotted on Tender Document:

2. Name of the Bidder :

3. a) Address of the Bidder :

b) Registered address of the Bidder :

c) Year of Establishment :

4. Nature of the firm (Limited Co./Partnership Co. etc.)

Attach documentary proof of registration under Indian Companies Act and Articles of Association etc. :

5. Name & address of the officer :
to whom all reference shall be
made regarding this tender enquiry

Telephone :
Mobile :
E-mail :
Fax :

6. Name & address of authorized signatory :
for this tender (Attach Power of Attorney)

Telephone :
Mobile :
E-mail :
Fax :

7. No. of years Bidder has been in business
with reference to providing mapping services :

(Attach work orders with scope of 10 years or more to confirm this)

8. Turnover of the company during last five : years (in Rs. in Lacs) Attach audited balance sheets and IT Clearance Certificate for these years duly certified by a Chartered Accountant.	2003-04	2004-05	2005-06	2006-07	2007-08

9. a) Total Number of Employees on Payroll :
- b) Attach list of technical staff & their designation (minimum 175) :
- c) Attach profile of the team members proposed for this project. :
10. Attach list of Hardware & Software with valid authorizations:
11. Attach valid SEI/CMMI level-5 or ISO 9001:200 certification :
12. Attach details of relevant projects experience as per clause 11.1 & 11.2
13. We undertake that we are not debarred / blacklisted by any Govt. department/Public Sector/PNGRB.

Signature
Name
Designation
Company Address

Date

Company Seal

Annexure –2

(Enclose with Un-Priced Bid)

Tender No : PNGRB/M(I)/CGD/OPEN/TDR-MAPS/2008/12/01

Bid Form

Date :

Secretary
PNGRB, World Trade Centre
Babar Road
New Delhi 110 001

Dear Sir,

Having examined the Bidding Documents of Tender No., we, the undersigned, offer our services for providing customized maps as per scope of work in conformity with the said Bidding Documents for sums as may be ascertained in accordance with the Schedule of rates provided in the Price Bid.

We undertake, if our bid is accepted, to provide customized maps as per scope of work within implementation schedule mentioned in the tender document. If our bid is accepted we will furnish a performance Guarantee from a Scheduled bank equivalent to 10% of the total contract value that will remain valid till months (.....months guarantee period plus months claim period) after the expected scheduled date of completion of work as per the Contract.

We agree to abide by the validity period of 120 days from the date fixed for bid opening under Section I of the Invitation to Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to split the total order among the Bidders.

Dated _____ day of _____ 2008 _____

Signature & Seal

(in the Capacity of)

Only Authorised to sign bid for an on behalf of

Annexure-3

Information about Members of Petroleum & Natural Gas Regulatory Board (PNGRB)

S. No.	Name	Designation
1.	S/Shri L Mansingh	Chairman
2.	B S Negi	Member
3.	L K Singhvi	Member
4.	Mrs. Sudha Mahalingam	Member
5.	Dr. YPC Dangay	Member

Annexure- 4

(Enclose With Un-Priced Bid)

Tender No : PNGRB/M(I)/CGD/OPEN/TDR-MAPS/2008/12/01

Information regarding Directors

1. Name of Bidder :
2. Address :
3. Name(s) of Directors :
(Please enclose list)

Sr. No.	Question	Response
1.	Whether the proprietor of the bidder, if a proprietorship, is a Director or is related to Chairman / any Member of PNGRB?	
2.	Whether any partner or member of the firm of the bidder, if a partnership, is a Director or is related to Chairman / any Member of PNGRB?	
3.	Whether any of the Directors of the company of the bidder, if a company, is a Director or is related to any Chairman / any Member of PNGRB?	

Signature of Bidder _____

Name _____

Address _____

Date: _____

Place: _____

Annexure-5

Schedule for Receipt, Submission and opening of Tender

S. No.	ITEM	Date and time
1	Date of Start of sale of Bid Document	2 nd December, 2008
2	Pre Bid Meeting	16 th December, 2008
3	Last date of sale of Bid Document	23 rd December, 2008
4	Bid Submission	24 th December, 2008 by 1100 Hrs
5	Bid Opening - Un-priced	24 th December, 2008 at 1500 Hrs
6	Price Bid Opening	To be informed

Annexure- 6
(Page 1 of 1)

(Enclose With Un-Priced Bid)

Tender No.: PNGRB/M(I)/CGD/OPEN/TDR-MAPS/2008/12/01

Checklist

Sr. No.	Item	Check Yes / No
1	Bidder's particulars furnished as per Annexure-1 .	Yes / No
2	Have you furnished Bid Form (Annexure -2)?	Yes / No
3	Have you seen the list of Members of PNGRB (Annexure-3).	Yes / No
4	Have you furnished information regarding Directors (Annexure-4)	Yes / No
5	Have you noted time schedules mentioned in (Annexure-5).	Yes / No
6	Have you sequentially numbered each page of the submittals?	Yes / No
7	Submission of price bids as per formats given in (Annexure-11) in a separate envelope.	Yes / No
8	Have you understood the penalty for delay clearly (Annexure-9).	Yes / No
9	Have you seen the draft format of contract (Annexure-10).	Yes / No
10	All pages of the Technical bid stamped and signed.	Yes / No
11	Required EMD has been attached.	Yes / No
12	Copy of Articles of Association / partnership deed as applicable attached.	Yes / No
13	Audited balance sheets & I.T. clearance certificates for past 3 years signed by Chartered Accountant attached.	Yes / No
14	List of technical staff with designation attached.	Yes / No
15	Profile of proposed team members for this project attached.	Yes / No
16	List of available hardware / software with valid authorizations attached.	Yes / No
17	Valid SEI / CMMI Level-5 or higher certifications attached	Yes / No
18	Documentary evidence of relevant experience of 10 years of the bidder attached.	Yes / No
19	Power of Attorney in name of person signing the bid document attached.	Yes / No

(Enclose with Un-priced Bid)**Tender No : PNGRB/M(I)/CGD/OPEN/TDR-MAPS/2008/12/01****PERFORMANCE BANK GUARANTEE
(PERFORMANCE SECURITY) - UNCONDITIONAL
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

REF.

Bank Guarantee No.:

Date:

To

**Petroleum & Natural Gas Regulatory Board
World Trade Centre, 1st Floor,
Babar Road, New Delhi – 110 001
INDIA**

Dear Sirs,

In consideration of the PNGRB (herein referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s_____ having principal office at _____ (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the work of -----by issue of the OWNER Order No._____ dated_____ and the same having been accepted by the Vendor resulting into CONTRACT for _____ as per above referred Order having a total value of _____ for the work of -----and the Vendor having agreed to provide a Contract Performance guarantee for faithful performance of the aforementioned Contract to the Owner. We (bank) _____ having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER on demand any and all moneys payable by the Vendor to the extent of 10%(ten percent) of the Contract Prices as aforesaid at any time up to _____ without any reference to the Vendor. Any such demand made by the OWNER on bank shall be inclusive and binding notwithstanding any difference between the OWNER and the Vendor discharges this guarantee. The OWNER and the Vendor or any dispute pending before any Court, Tribunals, arbitrators or any other Authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges this guarantee. The OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by the Vendor of the aforementioned CONTRACT, OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against the Vendor, and to exercise the same at any time in any manner, and either to enforce to forebear any covenants contained or implied, in the aforementioned CONTRACT between the OWNER and the Vendor or any other course of or remedy or security available to the OWNER. The BANK shall not be released of its

obligations under these presents by any exercise by the OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER or any other indulgence shown by the OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that the OWNER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Vendor and notwithstanding any security or other guarantee that the OWNER may have in relation to the Vendor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to AND it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by the Vendor on whose behalf this Guarantee has been given. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Vendor up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 200

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated _____ accorded to him by the bank.

Dated The _____ day of _____ 200

WITNESS:

(SIGNATURE) (SIGNATURE)
BANK SEAL

(NAME)

STAMP (NAME)

(OFFICIAL SEAL) Designation with bank stamp

Plus Attorney as per Power Of Attorney/Resolution Board of Directors

Date:

Annexure-8

(Enclose With Un-Priced Bid)

Proforma of Letter of Authority for Attending Un-priced Bid Opening and Priced Bid Opening

No.

Date :

Secretary
PNGRB, World Trade Centre,
Babar Road,
New Delhi – 110 001

Attn:

Dear Sirs,

We..... hereby authorize following representatives(s) to attend the un-priced bid opening and priced bid opening against your Tender No. for (item Name).....

- | | |
|----------------------------|----------------|
| 1. Name & Designation..... | Signature..... |
| 2. Name & Designation..... | Signature..... |

We confirm that we shall be bound by all and whatsoever our representative(s) shall commit.

Yours faithfully,
Signature.....
Name & Designation.....
For & on behalf of.....

Note:

This Letter of Authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Annexure-9

(Enclose With Un-Priced Bid)

Determination of Penalty

S. No.	Item	Penalty
1	Delay by two days	Rs. 500 per day
2	Delay by three to five days	Rs.800 per day
3	Delay by six to ten days	Rs. 1,000 per day
4	Delay beyond ten days	Rs. 1,500 per day

**Annexure-10
(Page of 1 of 2)**

Work Order/ DRAFT CONTRACT

ARTICLES OF AGREEMENT made on this _____ day of _____ of two thousand and ----- BETWEEN _____ of _____ of the one part and the Petroleum & Natural Gas Regulatory Board (herein after called "Board") of the other part.

WHEREAS the Petroleum & Natural Gas Regulatory Board has engaged the party of the first part as a Vendor and the party of the first part has agreed, to provide customized maps to the Petroleum & Natural Gas Regulatory Board to firm up the geographical areas for CGD authorization on the terms and conditions hereinafter contained.

NOW THESE PRESENTS WITNESS and the parties hereto respectively agree as follows:

1. The party of the first part shall submit himself to the orders of the Board and of the officers and authorities under whom he may from time to time be placed by the Board.
2. The party of the first part shall complete the assignment within a period of 6 weeks for each city/geographical area commencing from the date of intimation of each city/geographical area by the Board.
3. The party of the first part shall not disclose to any unauthorised person any information and data that may be supplied to him by the Board or by any other organisation, under the directions of the Board. All such documents shall be the property of the Board including any information that may have come to his knowledge directly or indirectly by virtue of this assignment.
4. In case of any default on the part of the party of the first part in completion of the work within the time schedule agreed to between the parties as herein above, the party of the second part shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part and levy penalty as mentioned.
5. In case of any differences or disputes between the parties arising out of this Agreement, it shall be referred for arbitration of a person nominated by the Chairperson of the Board.
6. The payment of fee to the party of first part shall be made by the Board after the deduction of tax at source in accordance with law for the time being in force and at the end of completion of the scope of work for that city/geographical area.
7. The Board reserves its right to foreclose, terminate or cancel the engagement of the Vendor without assigning any reasons. In such cases party of the first part shall be paid remuneration after taking into consideration the part of work completed prior to such foreclosure, termination or cancellation of the engagement as may be decided by the Board, and the decision of the Board shall be conclusive and binding. The remuneration so fixed and paid shall be deemed to be the final payment in such cases.

In witness whereof the party of the first part and _____ to the Board on behalf of the Petroleum & Natural Gas Regulatory Board have hereto put their hands the day and the year first above written.

Signed by _____ (the party of the first part) in the presence of :

1. _____
2. _____

Signed by _____ to the Board for and on behalf of the Petroleum & Natural Gas Regulatory Board. In the presence of :

1. _____
2. _____

On and on behalf of

On and on behalf of PNGRB

In the presence of

In the presence of

1. _____
2. _____

1. _____
2. _____

Place :

Dated :

Annexure - 11

Price Bid Form**(Pl. Submit in a separate envelope marked as Price-Bid)**

Tender No.: _____

Name of the Firm: _____

SCHEDULE OF RATES (Pl. quote in Indian Rupees)

S.No.	Item	
1	Providing three levels of customised maps (level I, II & III) in A1 size of cities/ geographical areas incorporating detailed land use/ land cover and indicating residential/ commercial/ institutional/ industrial/ open space/ area under crops/ forest etc., rail network/ road networks of roads giving details of NH/ SH & town/urban/rural roads, water bodies such as rivers/ canals/ drains, names of important landmarks/ colonies/ locations, major villages and administrative boundaries such as municipal wards/ limits/ taluka boundaries complete as per the detailed scope of work. Rate per city/ geographical area inclusive of prevailing taxes, duties etc.	
a	For total area of upto 250 km ² to be covered in Level II map (Rate per km ²)	
	In Figures	
	In Words	
b	For total area from 251 km ² to 500 km ² to be covered in Level II map (Rate per km ²)	
	In Figures	
	In Words	
c	For total area from 501 km ² to 1000 km ² to be covered in Level II map (Rate per km ²)	
	In Figures	
	In Words	
d	For total area from 1001 km ² to 2000 km ² to be covered in level II map (Rate per km ²)	
	In Figures	
	In Words	

It is confirmed that the above bid has been quoted in full conformity of the scope of work and terms and conditions of the tender.

Seal of the bidder:

Signature:

Disclaimer

Bidders should ensure that bidding document is complete in all respects. In the event that the bidding document or any part thereof is mutilated or missing, the bidder shall notify PNGRB immediately at the following address:

**Petroleum and Natural Gas Regulatory Board,
1st Floor, World Trade Centre,
Babar Road,
New Delhi-110001**

In the event such written notice is not received at the aforementioned office within 7 days from the date of issue of the bidding document to the bidder, the bidding document received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document. PNGRB makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding documents.