



**Petroleum and Natural Gas Regulatory Board**  
**1<sup>st</sup> Floor, World Trade Centre,**  
**Babar Road, New Delhi 110001**

Tender No. PNGRB/M (I)/INFRA/BASIC DATA/REPORT-CGD/2009/01

REQUEST FOR PROPOSAL/ TENDER DOCUMENT

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**Hiring of Consultant for preparation of basic data relating to Gas  
Based Economic Activities in the given Geographical Area for  
Petroleum and Natural Gas Regulatory Board**

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New Delhi

December 2009

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## SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

### Introduction

Petroleum & Natural Gas Regulatory Board (PNGRB) was constituted under “The Petroleum & Natural Gas Regulatory Board Act, 2006”. The prime objective of the Board 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.

The Petroleum and Natural Gas Regulatory Board (hereinafter referred to as the “Board”) is in process to authorize entities for laying, building, operating or expanding City Gas Distribution networks under **Regulation 4** of the Petroleum and Natural Gas Regulatory Board (Authorizing Entities to Lay, Build, Operate or Expand city gas or local natural gas distribution networks) Regulations, 2008 & Under **Regulation 6** of the Petroleum and Natural Gas Regulatory Board (Authorizing Entities to Lay, Build, Operate or Expand city gas or local natural gas distribution networks) Regulations, 2008 on Suo Motu basis.

As per the provisions of **Regulation 6**, PNGRB may suo-motu form a view regarding the development of a CGD network in a specific city or a geographic area, and in such a case, the procedure as specified in **Regulation 5** of the said Regulation (except aspects relating to the expression of interest shall be replaced by **project details** as prepared by the Board) shall apply. The **project details** required for initiation of Suo Motu Process are:

1. **Map of the Geographical area with clear demarcation and defined coordinates.**
2. **Basic data relating to Gas Based Economic Activities in the given Geographical Area.**

The bids are invited from the eligible bidders for the activity mentioned at 2 above i.e preparation of basic data relating to Gas Based Economic Activities in the given Geographical Area.

## General Instructions

### 1.1. Tender Fee :

- a) A tender fee of Rs.2000/- 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 the office of PNGRB on production of the receipt.

1.2. The term, "Bidder" as used in the tender documents shall mean the entity 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 shall read the conditions carefully and submit his bid to PNGRB duly signed and stamped 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 entity 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.

1.8. The bidder shall bear all costs associated with the preparation, submission of the bid and travel etc. PNGRB will in no case be, responsible or liable for any costs, regardless of the outcome of the bidding process.

## 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 10 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 not received by the PNGRB, ten days prior to the bid due date is liable to be considered as no clarification/information required. There may be a pre-Bid meeting in the office of PNGRB, with the prospective bidders as mentioned in the Annexure 5 for any clarification if required regarding tender technical specifications and tender terms and conditions. PNGRB will not be bound to clarify any query after the pre-bid meeting if held.

### 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 intimated 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 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 as 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,  
1<sup>st</sup> 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 10 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 48 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. The taxes, duties, royalties etc. shall be indicated separately. 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 quoted shall include all obligations towards usage of proprietary tools by the vendor for carrying out the assignment.
- 6.2. The bidder(s) shall quote his rate for each item in figures and words as per the Price Schedule at Annexure 10. In case of any discrepancy, the rates quoted in words shall prevail.
- 6.3. The rates shall not be quoted for more than two decimal places. In case of more, only figures up to two decimal points without any round-off shall be considered for the purpose of bid evaluation

## **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 un-priced 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:

8.2.1 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 will be forfeited.

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

9.1 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 bidder 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 :

The consultants will be evaluated based on their past experience of handling similar types of jobs, strength of their man power and technical & financial strength of the entity as per the following weightages assigned to each of the criteria.

Sr. No.	Criteria	Weightage
1	<b>Past experience of the bidder</b> <ul style="list-style-type: none"> <li>• Number of years of experience</li> <li>• Past experience of studies/assignments of similar nature</li> <li>• Studies/assignments carried out in Oil &amp; Gas sector in India</li> </ul>	<b>40%</b> 40% 40% 20%
2	<b>Experience of Key Personnel</b> <ul style="list-style-type: none"> <li>• Qualification</li> <li>• Relevant Experience</li> </ul>	<b>40%</b> 50% 50%
3	<b>Financial Strength of the bidder</b> <ul style="list-style-type: none"> <li>• Turnover figure for Last two years</li> <li>• Net profit figure for Last two year</li> </ul>	<b>20%</b> 50% 50%

- A) The short-listing shall be done for all the consultants who secure the minimum 50% marks and
- B) Following are the minimum eligibility criteria for selection of consultant:
- a. **Number of years of experience-** Minimum 5 years.
  - b. **Past experience of studies/assignments of similar nature-** Minimum 2 i.e. consultancy in infrastructure sector preferably downstream hydrocarbon sector.
  - c. **Past experience of studies/assignments carried out in Oil & Gas sector in India-** Minimum 1 i.e. consultancy in Oil & Gas sector.
  - d. **Qualification-** At least 40% employee should be holding graduate/post graduate degree in engineering/Management.
  - e. **Relevant Experience:** the identified team of the bidder should have minimum 2 years of experience in the related field.
  - f. **Turnover-** Minimum Rs. 2 crores in any one year in last 3 financial years.
  - g. **Net profit-** Minimum Rs. 20 Lacs in any one year in last 3 financial years
  - h. The bidder must be an Indian firm/ company/ organization registered under Companies Act 1956.
  - i. The bidder must have successfully completed at least one project of similar nature in downstream hydrocarbon sector in India of the value not less than Rs. 10 lacs under a single work order in the past 3 years, counted from the date of bid opening.
- 11.2. For the purposes of above Clause similar assignments/ relevant experience will include providing consultancy services in infrastructure development projects in Energy sector preferably in Oil & Gas sector.
- 11.3. 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 the Companies Act 1956.
  - e) Audited balance sheets for the last 3 years clearly indicating turnover.
  - f) Proof of completion of projects as stated in Clause 11.1 B (i) with details of order no. & date scope of work, order value, customer name, project start and end date and completion certificates from clients.
  - g) Copies of work orders & completion certificates for work completed in the last 5 years stating the scope of work to confirm number of years of experience.
- 11.4. 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 summarily rejected.
- 11.5. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted.

- 11.6. The bidder should not be black listed by any Government Department/ Public Sector/PNGRB/Statutory Authority etc. A specific undertaking to this effect must be submitted by the bidder.
- 11.7. 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 ensure that the bid conforms 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 also be rejected straightway.

## 13. Earnest Money Deposit (EMD)

- 13.1. The bidder shall furnish, as a part of its bid, an EMD of Rs. 1,00,000/- (One Lakh only) by Demand Draft/Pay order drawn on any Nationalized/ Scheduled Bank in favour of Petroleum & 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 EMD deposit.
- 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 technical bid 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 two months (60 days) of the opening of the price bid 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 process.
  - B) in the case of a successful bidder, if the bidder fails:
    - i) to accept the Award Order or
    - ii) to furnish Contract 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 price bid will be evaluated on the basis of the total rate quoted per Geographical area by the bidder on lump sum basis which shall be all inclusive, as indicated. Party may be selected as per the following procedure:

- a) After opening of the price bid, a ranking list of consultants shall be made on the ascending order based on sum of the rates for S.No A . In case, same rates are quoted by two or more bidders, the bidder with higher number of assignments done in each part in Oil & Gas sector shall be preferred in the list made above.
- b) The lowest lump sum rate for S.No A shall mean the lowest total rate quoted by the L-1 party. The consultant who has submitted the lowest lump sum rate shall be selected as the L-1 and work order value shall be 6 times of the L1 rate.
- c) In case of more basic data report preparation is required by PNGRB then, Lowest lump sum rate shall be offered to the L-1 party for that additional job and shall be binding on the party to execute the same within a period of 1 year from the date of opening of price bid.

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.
  - (i) 50% within 30 days after submission of draft report.
  - (ii) 50% after final acceptance of the final Report by PNGRB.

All payments shall be made subject to deduction of TDS as per current Income Tax Act.

#### **16. Period of Validity of Bids**

Bids shall remain valid for 180 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 /DURATION OF ASSIGNMENT, DELIVERABLES AND OTHER ISSUES**

**17. Scope of Work :** Scope of work is mentioned in Part-A having following details:

**PART-A**

**“Preparation of Report on basic data relating to Gas based economic activities in selected Geographical Areas which shall include the following:”**

**1.0 Scope of Work**

The Scope of Work Shall include but not limited to preparation of a Report on Basic Data relating to Gas based economic activity in selected geographical area .This basic data Report shall be used by PNGRB for the purpose of invitation of bids on suo motu basis from the interested bidders for laying building, operating or expanding a CGD Network.

The quantum of work initially shall be for 6 nos of GA’s only however PNGRB can release additional 24 GA(Twenty Four GA’s)to the successful bidders on the same rate for the preparation of Basic Data Report of Geographical Areas depending on the need of PNGRB . The bidder shall quote the rates per geographical area and Work Order shall be awarded for 6 nos of Geographical Areas initially. The same work order can be extended on the same rate for additional 24 GA’s within one year of opening of price bid and the same shall be binding on the bidder.

The Geographical area means *“agglomeration of population in a defined area and its surroundings which may include a city/town/villages etc”*. PNGRB shall provide the customised maps for these geographical area and the Report should include the following:

- 1.1 Description of the proposed Geographical Area.
- 1.2 Total population, number of households and its growth rate in the proposed Geographical Area.
- 1.3 Geographical area in square kilometres and segregated in different categories in terms of the provisions under regulation 2 (c) of the Petroleum and Natural Gas Regulatory Board (Authorizing Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008. The area should also be depicted in the physical map provided by PNGRB.
- 1.4 Economic activities in the proposed Geographical Area in terms of industrial and commercial activities.
- 1.5 Vehicular population profile and its growth rate for next 10 years.
- 1.6 Natural gas pipeline connectivity.
- 1.7 Preliminary assessment of the potential demand for natural gas in the proposed CGD network amongst various customer segments such as Domestic, Commercial, Industrial and Automobile.
- 1.8 Likely source of supply of natural gas and plans for access to the natural gas pipeline.
- 1.9 Whether the States or the Union Territories, in whose jurisdiction the proposed CGD network is located, has enacted any legislation or taken any administrative action to promote the use of natural gas in the said city? If the reply to the question is yes, then, provide copy of the said enactment or administrative order

## 2.0 Suggested approach Plan

The following approach plan shall be expected for the subject assignment:

The study should be conducted by a multi-disciplinary team of specialists. The relevant data should be collected through suitably drawn, pre-tested questionnaire as well as personal visit to concerned offices including field survey.

Methodology for collection of data on demand assessment for various customer segments to be done as below:

### i) **Domestic Sector**

The demand assessment should be based on the census data(2001) and fuel consumption pattern. The data so collected should be utilized to arrive at estimates of current pattern of consumption of fuel in household sector.

Estimates of future requirement of gas should be made on the basis of likely increase in population and pattern of shifts in fuel mix due to income effect and time effect.

The Report should address possible penetration in domestic sector with Normal ,High & Low probability.

### ii) **Industrial Sector:**

This sector comprises of two board groups- organized units and small units widely dispersed within a geographical area. The industries, so indentified in the above mentioned groups, should be further classified into different groups according to product manufactured and a sample of representative units from each group should be surveyed with the help of a comprehensive questionnaire.

Estimates of future requirements of gas should be made on the basis of likely increase in industries and pattern of shifts in fuel mix due to price effect.

### iii) **Commercial Sector:**

The establishments covered here shall include the hotels/restaurants/ other eating houses and hospitals/ nursing homes. A sample of units in this sector should be surveyed to examine the fuel mix and to assess the potential in such establishments from substitution of other fuels by gas.

Estimates of future requirement of gas should be made on the basis of likely increase in commercial establishments and pattern of shifts in fuel mix due to price effect.

### iv) **Automotive Sector:**

Estimates for demand for CNG in the city should be based on discussions with the city transport authority and survey of appropriate sample of vehicle owners (petrol driven as well as diesel driven).

Estimates of future requirement of gas should be made on the basis of likely increase in automobiles and pattern of shifts in fuel mix due to price effect and time effect.

The data /information so collected should be analysed and reviewed for the purpose of preparation of preliminary Report as per the Scope of Work.

**18. Duration of Assignments, deliverables, Payment terms and other issues:**

- a) The estimated time for submission of draft report on basic data shall be 45 days from the date of communication of the names of the particular geographical areas by PNGRB **in writing** and 15 days extra for preparation of final report . The report shall be submitted in spiral bound ( 3 Copies) & soft copy in PDF format written on CD.
- b) The recommendation of the consultant shall not be binding on the PNGRB. Decision of PNGRB in this respect shall be final.
- c) The consultant shall depute experienced professionals (minimum 5 years experience in Project appraisal and feasibility report preparation for downstream hydrocarbon sector). The consultant will ensure that adequate numbers of personnel are deployed for the assignment, possessing the required skills in the relevant fields.
- d) The consultant shall appoint a project manager with requisite skills for the assignment.
- e) The consultant is expected to maintain absolute confidentiality of the data or any information that may be made available during the analysis exercise and follow the concept of maintaining “Chinese walls” so as to avoid any conflict of interest.
- f) During the period of assignment, the consultant shall not take up any assignment related to the work assigned by the PNGRB and in case some related assignment has been carried out by the consultant for any interested party then complete “ firewall” shall be maintained by the consultant w.r.t assignment by the PNGRB.
- g) The consultant shall deal with the Board directly and make formal requests to the Board only for making available the data or explanations/ clarifications as may be required during the basic data report processing. The Board while taking into consideration the relevance of the requirements and the need to protect the confidentiality of the data or information may formally share the same with the consultant. The decision of the Board shall be final with regard to its decision to either provide in full or in part or not to provide any subsequent data or information and the consultant shall have the right to use such disclaimers as he may deem to be fit in the final report.
- h) Any unjustified and unacceptable delay beyond the schedule as per work 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.

- i) PNGRB shall have the option to extend the rate contract at the same rates for a further period of one year with mutual consent.
- j) The total contract period shall be valid for a period of 01( One ) year from the date of opening of price bid.

**19. PAYMENT TERMS:**

The payment shall be released after submission of the Invoice by the Entity upon completion of the job as per schedule below:

- (iii) 50% within 30 days after submission of draft report.
- (iv) 50% after final acceptance of the final Report by PNGRB.

**19.1.1 PNGRB Support**

PNGRB will nominate a coordinator from their side who shall be single point contact for all communications.

**19.2 Payable Expenditure:**

The price quoted should be inclusive of all expenditures for preparation of the Report and the rate quoted shall be lump sum in Rupees per report per GA.

The lump sum fee mentioned above will include cost of man hours at home office and cost & expenses of visit of personnel to the city/area under study, as considered necessary for the assignment.

- **SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)**

**20. Award of Contract**

20.1. After selection of the successful bidder(s), PNGRB will notify the successful bidder(s) in writing about acceptance of their bids.

**21. Performance Bank Guarantee**

21.1. 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 180 days 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 preparation of basic data report for 6 Nos (Six GA's) and with provision of additional 24 Nos of GA's.**

21.2. 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 debarring & black listing the vendor for at least 3 years, for further dealing in Govt. Departments/Statutory bodies.

21.3. 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 selected consultant 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 consultant 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 consultant fails to perform any other obligation(s) under the contract
- 26.3. If the consultant, 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:

“In case the consultant is unable to submit the basic data report as per the delivery schedules causing delay in subsequent bidding activities by PNGRB, the consultant shall be liable to pay as compensation for the delay caused, penalty as per Annexure 9, subject to a maximum of 10% of the individual work order value. In addition, PNGRB shall also be at liberty to get the work done at the risk and cost of the consultant through any other agency.”

#### **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 Awarder or Consultant) 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 Consultant 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 Awarder and the Consultant 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 Consultant 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 about Members of PNGRB (Annexure- 3).
- e) Information regarding Directors (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) PRICE BID : Price Bid Form (Anexure-10)

## **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.

**(Enclose with Un-priced Bid)**

**Tender No: PNGRB/M (I)/INFRA/BASIC DATA /REPORT-CGD/2009/01**

**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 consultancy services:

(Attach documents as per clause 11.2(g) of ITB)

8. Turnover/Net profit figures of the company during last three years (in Rs. Crores):  
(Attach audited balance sheets for these years duly certified by a Chartered Accountant)

	FY 2006-07	FY 2007-08	FY 2008-09
<b>Turnover</b> (Rs. Crores)			
<b>Net Profit</b> (Rs. Crores)			

9. a) Total Number of Employees on Payroll along with statement of the Director of the company as per clause 11.2(b) of ITB:
- b) Attach list of technical staff & their designation :
- c) Attach profile of the team members proposed for this project. :
10. Attach details of relevant projects experience as per clause 11.1 & 11.2 of ITB
13. We undertake that we are not debarred / blacklisted by any Govt. Department/Public Sector/PNGRB/Statutory Authority etc.

Signature

Name

Designation

Company Address

Date

Company Seal

Annexure –2

(Enclose with Un-Priced Bid)

Tender No: PNGRB/M (I)/INFRA/BASIC DATA /REPORT-CGD/2009/01

**Bid Form**

Date :

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

Dear Sir,

Having examined the Bidding Document of Tender No. ...., we, the undersigned, offer our services for providing consultancy services 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 consultancy services 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 180 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. 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 Authorized to sign bid for an on behalf of

## Annexure-3

Tender No: PNGRB/M (I)/INFRA/BASIC DATA /REPORT-CGD/2009/01

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

S. No.	Name	Designation
1.	Sh. L Mansingh	Chairman
2.	Sh. B S Negi	Member
3.	Sh. 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)/INFRA/BASIC DATA /REPORT-CGD/2009/01

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

**Tender No: PNGRB/M (I)/INFRA/BASIC DATA /REPORT-CGD/2009/01****Schedule for Receipt, Submission and opening of Tender**

<b>S. No.</b>	<b>ITEM</b>	<b>Date and time</b>
1	Date of Start of sale of Bid Document	December 14 <sup>th</sup> ,2009
2	Pre Bid Meeting	January 6 <sup>th</sup> ,2009
3	Last date of sale of Bid Document	January 11 <sup>th</sup> , 2009 (1600 hrs)
4	Bid Submission	January 12 <sup>th</sup> , 2009 up to 1100 hrs
5	Bid Opening - Un-priced	January 14 <sup>th</sup> , 2009 (1500 hrs)
6	Price Bid Opening	Shall be intimated to successful entities

**Annexure- 6**  
**(Page 1 of 1)**

**(Enclose With Un-Priced Bid)**

**Tender No: PNGRB/M (I)/INFRA/BASIC DATA /REPORT-CGD/2009/01**

**Checklist**

Sr. No.	Item	Check Yes / No
1	Bidder's particulars furnished as per <b>Annexure-1</b> .	Yes / No
2	Have you furnished Bid Form ( <b>Annexure -2</b> )?	Yes / No
3	Have you seen the list of Members of PNGRB ( <b>Annexure-3</b> )?	Yes / No
4	Have you furnished information regarding Directors/Member ,PNGRB ( <b>Annexure-4</b> )?	Yes / No
5	Have you noted time schedules mentioned in ( <b>Annexure-5</b> )?	Yes / No
6	Have you sequentially numbered each page of the submittals?	Yes / No
7	Submission of price bids as per formats given in ( <b>Annexure-11</b> ) in a separate envelope.	Yes / No
8	Have you understood the penalty for delay clearly ( <b>Annexure-9</b> )?	Yes / No
9	All pages of the Technical bid stamped and signed.	Yes / No
10	Required EMD has been attached.	Yes / No
11	Copy of Articles of Association / partnership deed as applicable attached.	Yes / No
12	Audited balance sheets for the relevant year during the past 3 financial years signed by Chartered Accountant attached in support of turnover criteria.	Yes / No
13	List of technical staff with designation attached.	Yes / No
14	Profile of proposed team members for this project attached.	Yes / No
15	Documentary evidence of relevant experience of 5 years of the bidder attached.	Yes / No
16	Power of Attorney in name of person signing the bid document attached.	Yes / No

**(Enclose with Un-priced Bid)****Tender No: PNGRB/M (I)/INFRA/BASIC DATA /REPORT-CGD/2009/01****PERFORMANCE BANK GUARANTEE FORMAT****(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, 1<sup>st</sup> 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 "Consultant" 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 Consultant resulting into CONTRACT for \_\_\_\_\_ as per above referred Order having a total value of \_\_\_\_\_ for the work of -----and the Consultant 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 Consultant to the extent of 10%(ten percent) of the Contract Prices as aforesaid at any time up to \_\_\_\_\_ without any reference to the Consultant. Any such demand made by the OWNER on bank shall be inclusive and binding not withstanding any difference between the OWNER and the Consultant discharges this guarantee. The OWNER and the Consultant 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 Consultant of the afore mentioned 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 Consultant, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER and the Consultant 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 Consultant and notwithstanding any security or other guarantee that the OWNER may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to AND it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the Consultant on whose behalf this Guarantee has been given. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Consultant 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 Consultant 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)

Tender No: PNGRB/M (I)/INFRA/BASIC DATA /REPORT-CGD/2009/01

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)

Tender No: PNGRB/M (I)/INFRA/BASIC DATA /REPORT-CGD/2009/01

**Determination of Penalty in submission of Basic Data Report**

S. No.	Item	Penalty
1	Delay by two days	Rs. 1000 per day
2	Delay by three to five days	Rs.1500 per day
3	Delay by six to ten days	Rs. 2000 per day
4	Delay beyond ten days	Rs. 2500 per day (subject to a maximum of 10% of the individual work order value)

Annexure - 10

**Price Bid Form****(To be submitted in a separate envelope marked as Price-Bid)****Tender No: PNGRB/M (I)/INFRA/BASIC DATA /REPORT-CGD/2009/01****Name of the Bidder:** \_\_\_\_\_**SCHEDULE OF RATES**

S.No.	Item	Rate ( in INR)
<b>A.</b>	<b><u>“Preparation of Report on basic data relating to Gas based economic activities with selected Geographical Areas:”</u></b> Rate on Lump sum basis per Report per Geographical area (inclusive of prevailing taxes, duties etc.)	
	<b>In Figures</b>	
	<b>In Words</b>	
<b>TOTAL AMOUNT FOR 6 Nos of GA's</b>	<b>In Figures</b>	
	<b>In Words</b>	

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,  
1<sup>st</sup> 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.