



Petroleum and Natural Gas Regulatory Board
1st Floor, WTC, New Delhi

(Temporarily operating from SCOPE Minar, 8th Floor, Core-2, Laxmi Nagar, Delhi – 110092)

Tender No. PNGRB/S/IT/OPEN/2008/04/01

TENDER DOCUMENT
FOR

Computerization of various activities at PNGRB

GOVERNMENT OF INDIA

New Delhi
April 2008

CONTENTS

S.No.	Particulars	Page No.
SECTION I	INVITATION TO BID	4-10
	1) Instructions to bidders	
	2) Tender Schedules	
	3) Opening of bids by the owner(PNGRB)	
	4) PNGRB's right to accept any bid & to reject any or all bids	
	5) Procedure for submission of bids	
	6) Eligible Bidders	
	7) Period of validity of bids	
	8) Terms & conditions of Bidder	
	9) Award of contract	
	10) Performance guarantee	
	11) Bid prices	
	12) Fixed Price	
	13) Bid currency	
	14) Deadline for submission of bid	
	15) Signature of Bidders	
SECTION II	SCOPE OF WORK	10-17
	16) Scope of Work	
SECTION III	SPECIAL CONDITIONS OF CONTRACT (SCC)	18-32
	17) Documents comprising the bids	
	18) Bid Evaluation Criterion	
	19) Cost of bidding	
	20) Clarification of bidding	
	21) Bid form	
	22) Amendment to bidding document	
	23) Modifications & withdrawal of bids	
	24) Process to be Confidential	
	25) Contracting PNGRB	
	26) Time schedule	
	27) Bid opening process	
	28) Placing of orders	
	29) Signing of contract	
	30) Pre startup Activities	
	31) Vendor's responsibilities	
	32) PNGRB's responsibilities	
	33) Sub Contracts	
	34) Penalty Calculating Process	
	35) Payment process	
	36) Books and records	
	37) Publicity & Advertisement	
	38) Repeat Orders	

	39) Intellectual property rights	
	40) Confidential information	
	41) Design and Development	
	42) Product upgrades	
	43) Guarantees and liabilities	
	44) Inspection and Tests	
SECTION IV	General Conditions of Contract (GCC)	32-35
	45) General Conditions	
	46) Arbitration	
	47) Applicable Law	
	48) Corrupt & Fraudulent Practices	
SECTION V	ANNEXURES	36-
	Annexure –1 - Bidders Particulars	
	Annexure – 2 – Bid Form	
	Annexure –3 - Schedule of completion of job	
	Annexure – 4 – Statement of Deviations from Tender terms & conditions	
	Annexure – 5 – Information regarding Directors	
	Annexure – 6 – Information about Members of PNGRB	
	Annexure – 7 – Time schedule for receipt, submission & opening of tender	
	Annexure – 8 – Checklist	
	Annexure – 9 – Performance Bank Guarantee	
	Annexure – 10 – Letter of Authority for attending bid opening meetings	
	Annexure – 11 – Details of the qualifications & experience of personnel deployed for the job	
	Annexure – 12 – Financial Data for last three years Audited Financial Year	
	Annexure – 13 – Determination of Penalty	
	Annexure – C 1 –Bid Forwarding letter	
	Annexure – C 2 – Bid Form	
	Annexure – A 1 – Bidder Experience/Expertise Profile	
	Annexure – A 2 – Declaration of Understanding of requirements	
	Annexure – T 1– Technical Evaluation Criteria	
	Annexure – W - Work Order/Draft Contract	
	Disclaimer	

SECTION I : INVITATION TO BID

1. **Instructions to Bidders (ITB)**

- 1.1 Bids are invited by Petroleum & Natural Gas Regulatory Board (PNGRB), 1st Floor, World Trade Centre, Barakhamba Lane, Babar Road, New Delhi - 110001(temporarily operating from SCOPE Minar, Core-2, 8th Floor, Laxmi Nagar, Delhi – 110092) from the interested parties operating in India, including the foreign firms having their registered offices in India, for providing services for computerization of various activities at PNGRB.
- 1.2 The bidders participating in the tender are advised to go through the various provisions under the Petroleum and Natural Gas Regulatory Board Act 2006 as also the regulations issued by the Board. The Act as well as the regulations provide for the process related to various activities/functions of the Board. The services of the venders shall be required in computerization of various activities through a bidding process.
- 1.3 The tender document is being supplied in duplicate. The tenderer should read these conditions carefully and return one copy to PNGRB duly signed and stamped by them in token of having read, understood and accepted the conditions.
- 1.4 The bidder or his official representative is advised to attend a Pre-Bid meeting which will be convened under the Chairmanship of Secretary, PNGRB, at 8th Floor, Core – 2, Laxmi Nagar District Centre, Laxmi Nagar, Delhi - 110092 **on 12th May 2008 at 10:30 hours.**
- 1.5 The purpose of this meeting would be to clarify issues and to answer questions on any matter that may be raised at that stage. The Bidder is required to submit any question / clarifications required in writing to reach the PNGRB at least two days in advance of scheduled date of the meeting. Any modification of the Bidding Documents or bid specifications, which may be a direct outcome of the pre-bid meeting, shall be made by the PNGRB exclusively by issuing an addendum at par.
- 1.6 Only those bidders shall be allowed to attend the pre bid meeting who have purchased tender document from the office of PNGRB or have downloaded from the website of PNGRB and paid the prescribed fee.
- 1.7 The scope of work shall be as given at section 16.0 under Scope of Work.
- 1.8 Bidders are advised to provide the information sought in the exact format specified. Bids submitted otherwise are liable to be summarily rejected.
- 1.9 Bidders are advised to go through the web site of PNGRB at www.pngrb.gov.in for updates, if any, in regards to this tender.
- 2.0 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, supplier have been used interchangeably in this document.

2. **Tender Schedules**

- 2.1 The sealed tenders under two bid system consisting of techno-commercial un-priced bid (hereinafter referred as un-priced bid) and priced bid shall be received **up-to 2:30 pm of 30th May 2008** at the address mentioned at clause 2.3.

- 2.2 The un-priced bids will be opened at **3:30 pm on 30th May 2008** at the address mentioned at clause 2.3.
- 2.3 The address for all future communications is :

Officer on Special Duty(S)
Petroleum & Natural Gas Regulatory Board,
SCOPE Minar, Core-2, 8th Floor, Laxmi Nagar, Delhi – 110092
Telephone No. 011 22010195, fax No. 011 22010200

3. Opening of Bids by the Owner (PNGRB)

- 3.1 The PNGRB will open the un-priced bids in the presence of Bidders/Representatives who may choose to attend the opening of un-priced bids on the date and time as mentioned in the "Invitation to Bid". 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-10**.
- 3.2 Arithmetical errors in the priced bid shall be rectified on the basis of:
- 3.2.1 If there is a discrepancy between the unit price and the total unit prices as directed in the price schedule the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of the errors, the bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

4. PNGRB's Right to accept any bid and to reject any or all bids

- 4.1 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.

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 and Priced bids**, superscribing the wording "Un-priced Bid" and "Price Bid" respectively. Please note that prices should not be indicated in the un-priced part of the bid. 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.
- 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 Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected. Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway. Bids, with overwriting or erasure by using the white or any other colour fluid are liable to be rejected.
- 5.5 Language of Bid

- 5.5.1 The bid prepared 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.
- 5.5.2 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 Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.
- 5.6 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.
- 5.7 Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.
- 5.8 Un-signed & un-stamped bid shall not be accepted.
- 5.9 All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content.
- 5.10 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
- 5.11 Ambiguous bids will be out rightly rejected.
- 5.12 PNGRB will NOT be responsible for any delay on the part of the bidder in submission of the tender bids.
- 5.13 The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.
- 5.14 If any clarification is required, the same should be obtained before or during pre -bid meeting only.
- 5.15 Tender process will be over after the issue of award letter(s) to the selected bidder(s). Thereafter, information submitted by the participating bidders before and during the bidding process may be put by PNGRB in the public domain. Competent Authority in PNGRB MAY NOT exercise the privilege given under Right to Information Act Section 8(1)(d) which says "there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger public interest warrants the disclosure of such information".
- 5.16 The PNGRB will return all the un-opened sealed bid envelopes to the bidder who failed to qualify for the next stage of bid processing starting from opening of Techno-commercial bid envelope to financial bid envelope, as the case may be. Such bidder shall acknowledge the receipt of the same to the PNGRB.
- 5.17 Quoting incredibly low value of items with a view to subverting the tender process shall be rejected straightway.

6.0 Eligible Bidders

- a) Bidders shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to bind the bidder.
- b) While evaluating the bids, pursuant to Bid Evaluation Criteria as specified, bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of PNGRB shall be final and binding on the bidder.
- c) The bidders could adopt the consortium approach but the each qualifying criteria shall be met by individual partners and not by the group. Moreover, the financial criteria shall be met by the lead partner only who will be responsible to PNGRB for all purposes.
- d) The bidder is not black listed by any Government Department/ Public Sector/PNGRB or any other statutory agency.
- e) Documentary evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with the references as required in the "**Annexure: A1**".
- f) Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted.
- g) If the bid is not accompanied by all the above mentioned documents, the same would be rejected.
- h) Undertaking for subsequent submission of any 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.
- i) Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients or that may place them in a position of not being able to carry out the assignments objectively and impartially. The PNGRB requires that bidders shall provide professional, objective and impartial advice/solution to any activity and at all times hold the client's interest paramount, without any consideration for future work, and that in providing such advice/solution they shall avoid conflict with other assignments and their own corporate interests. For this reason if required a fire wall shall be created by the bidders in their organization so as protect interest of both the parties.

7.0 Period of Validity of Bids

- 7.1 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.

8.0 Terms and Conditions of Bidder

- 8.1 Printed terms and conditions of the Bidders will not be considered as forming part of their bids. In case terms and conditions of the contract applicable to this Invitation of tender are not acceptable to any bidder, he should clearly specify deviation in his bid (**Annexure- 4**). Bidder should cover all deviations with respect to Scope of Work, technical and commercial terms and conditions.

- 8.2 The bidder should be ISO 9000 certified or equivalent company. In case not ISO certified then the bidder shall certify himself for the equivalency and the same shall be subject to acceptance by the Board.
- 8.3 The Bidder should preferably have experience of dealing with regulatory / statutory authorities in India in the area of computerization of various activities and preferably should have provided solution to the computerization/information technology needs/activities including maintenance of such facilities to atleast one such department/organisation in the past 3 years. Documentary Proof for same has to be attached as per **Annexure-A1**.
- 8.4 Bid Security/Earnest Money Deposit (EMD)**
- 8.4.1 The bidder shall furnish, as a part of its bid, bid security for an amount of Rs.two Lakhs only by Demand Draft/Pay order drawn on any Nationalized/Scheduled Bank in favor of Petroleum & Natural Gas Regulatory Board, payable at New Delhi. No Bank Guarantee towards EMD will be acceptable. Bid Security must indicate the Bid Document number for which the bidder is quoting. This is essential to have proper co-relation at a later date.
- 8.4.2 The bid security is required to protect the owner against the risk of bidder's conduct, which will warrant the security's forfeiture.
- 8.4.3 The Bid Security shall be valid for six (06) months beyond the validity of the bid as specified in ITB.
- 8.4.4 PNGRB shall not be liable to pay any bank charges, commission or interest etc., on the amount of bid security.
- 8.4.5 Any bid not secured in accordance with above, is liable to be rejected by the owner as non-responsive.
- 8.4.6 The Earnest Money Deposit (EMD), without any interest accrued will be refunded:
- a) In the case of those bidders who fail to qualify the eligibility criteria, and whose technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within two months (60 days) of the acceptance of tender by PNGRB.
 - b) In the case of those Bidders who are not empanelled, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within two month (60 days) of the acceptance of tender by PNGRB.
 - c) In case of successful bidder accepting the Order and furnishing the Contract Performance Guarantee.
- 8.4.7 The Bid security 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 forged documents

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

9.0 Award of Contract

- 9.1 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.
- 9.2 A copy of the work order shall be returned to PNGRB as token of acceptance of the contract as provided at Annexure-W.

10.0 Performance Bank Guarantee

- 10.1 On receipt of the of work award from PNGRB, the successful bidder(s) within fourteen days from the date of award of contract, shall furnish the Performance Bank Guarantee valid for 6 (six) months, 3 months for guarantee period + 3 months claim period from a scheduled bank located in India (including an Indian branch of a foreign bank), equivalent to 10% (ten percent) of the total value of the contract in accordance with the conditions of contract, in the Performance Bank Guarantee (PBG) format prescribed at **Annexure 9**.
- 10.2 Failure of the successful Bidder to comply with the requirement shall constitute 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.
- 10.3 The bank guarantee shall be extended for such further period or periods as may be necessary to cover the defect liability period of 3 months after the actual date of completion of work as per contract in respect of any defective services/consultancy rendered or re-performed.

11.0 Bid Prices

- 11.1 The prices quoted by the Bidders shall be inclusive of all taxes, duties, royalties, rights for usage / obligation of proprietary tools etc.
- 11.2 The bidder(s) shall quote in lump sum for the individual category separately as mentioned at 16.1 and 16.2, at **Annexure C2** along with a final total cost.

12.0 Fixed Price

- 12.1 Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

13.0 Bid Currencies

- 13.1 The bidders shall submit bid in Indian Currency (Indian Rupees) and receive payment in such currency only.

13.2 Insurance

- 13.2.1 The insurance and safety of all human resource and material of the vendor at the PNGRB's office/site shall be the responsibility of the vendor.

14.0 Deadline for Submission of Bid

- 14.1 Bids must be submitted not later than the date and time specified in the Invitation to Bid.
- 14.2 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 deadline 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.

15.0 Signature of Bidder

- 15.1 The bid must include the name and place of business of the person or persons making the bid and must be signed and sealed by the bidder with his usual signature on each page. The names of all persons signing should also be typed or printed below the signature.
- 15.2 Bid by a partnership firm or consortium must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorised partner(s).
- 15.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Chairman, Managing Director or by the Secretary or any other person or persons authorised to bid on behalf of such Corporation/Company in the matter.
- 15.4 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.
- 15.5 Satisfactory evidence of authority of the person signing on behalf of the bidder shall be furnished with the bid.
- 15.6 The bidder's name stated on the proposal shall be the exact legal name of the firm.
- 15.7 Bids not conforming to the above requirements of signing may be disqualified.

SECTION II : SCOPE OF WORK

16.0 Scope of Work

16.1 General:

16.1.1 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 excluding production of crude oil and natural gas, so as to protect the interest of consumers and entities engaged in specific activities related to Petroleum, Petroleum Products and Natural Gas and to ensure uninterrupted and adequate supply of Petroleum, Petroleum Products and Natural Gas, in all parts of the country and to promote competitive markets and for matters connected therewith or incidental thereto.

16.1.2 The Board in line with meeting its objective in transparent and effective manner intends to provide complete information technology based solution to all its activities including its routine day to day business operations from its inception stage itself

16.1.3 The services of the bidder(s) will be required to provide solution to the computerization of various activities of the PNGRB through the bidding route, in line with the provisions/functions specified in the PNGRB Act 2006 as well as regulations notified by the Board for such functions, and other computerization requirements pertaining to the following. The bidders are advised to carefully go through the provisions of the PNGRB Act 2006, the notified regulations and the draft regulations available in the public domain.

16.2 Specific activities

(A) Website (Outside User Part) and **intranet site** (Internal User Part)

(a) Website - Currently PNGRB is operating the web site www.pngrb.gov.in designed, developed and hosted through NIC for the purpose of its uploading the information for meeting its day to day requirements. The server size provided by NIC is about 80 MB. Link is also provided in the home page for intranet site and email facility for PNGRB. Bidders could see the current web site of PNGRB at www.pngrb.gov.in. This is an interim website and needs to be re-defined to make it more interactive, user friendly and attractive. It inter alia requires introducing of new pages, updation of information on various web pages, making website more interactive, uplifting the face and making it dynamic using advanced tools & techniques, generation of reports etc; in addition to its maintenance, updating/uploading information, creating data base and meeting requirements of other day to day activities. The bidders are expected to design, develop and host the web site with revised contents. The web site also needs to have online interface with the entities and complainants for the following activities and on realtime basis.

(i) Registration - Entities who want to register themselves with the Board should be able to find out procedure and formalities to be completed for registration on the web site. This facility would allow entities to fill up online application form for the same and submit the same using digital signatures. Payment could also be received using electronic transfer facility. Once all formalities are complete the system should generate an email and forward the same to the entity acknowledging receipt and giving unique code and password. The entity should be able to track status of its application as well as interact with the Board using the unique code, their registered email id and password given by the Board. Board after processing the same may register the entity and final registration certificate also could be issued online. If the entity forgets their password, they will have the option to get their userid and password on their registered email address.

(ii) Authorisation - Entities who want to get authorization from the Board for laying pipelines and CGD network, should be able to find out procedure, evaluation criteria for the same and other details including the methodology for determination of tariff. This facility may allow entities to fill up online information on various items required for authorization. Once all formalities have been completed the system should generate an email and forward the same to the entity acknowledging receipt and giving

unique code and password. The entity should be able to track online status of its application/proposal as well as interact with the Board using unique code, registered email id and password allotted by the Board. Authorisation could be communicated to entity online subject to terms and conditions of the authorization. If the entity forgets their password, they will have the option to get their userid and password on their registered email address.

(iii) **Declare pipelines as common carrier or contract carrier:** This is with a view to interacting with the owners of the pipelines/authorized entity which in Board's prima-facie view needs to be declared as common carriers or contract carriers. The entities shall be able to find out procedure in the web site for declaration of pipelines as common or contract carrier and shall be linked to the database for such purpose protected by the password.

(iv) **Complaint resolution:** The complainants could submit complaints online in specified format available on web site. For complaints in prescribed format and accompanied by requisite fee, the complainant would be given unique code. The system would segregate complaints area-wise/activity wise/commodity wise and forward the same to the specific official/person in the Board and acknowledge the receipt giving unique code to the complaint, email id and password to the complainant for tracking the status of their complaint. Once resolved the userid and password could be withdrawn. If the entity forgets their password, they will have the option to get their userid and password on their registered email address.

(v) **Levy Fee and other Charges:** The Board should be able to receive electronic transfer of fees and other charges as determined by notified regulations. The system should be linked to the bank account for confirmation of the amount credited in account. The computerization activity would give automatic reminders to the entities for depositing dues and would give intimation to the Board (to the concerned official) also for the same on the dates specified. The programme shall be able to calculate the amount already received under this head and likely to be received during the year. If the entity forgets their password, they will have the option to get their userid and password on their registered email address.

(b) **The intranet site** (Internal User Part) shall also be designed, developed and hosted by the bidder. The intranet site shall have access to only officers and employees of the PNGRB as per the requirements. This site shall also be accessible from anywhere at any point of time subject to acceptance of userid and password. The intranet site shall have provision for all employee related information and facilities for online applications of various functions. The system shall be linked to the internal data bases and shall be real-time online system for all employee related issues. If the

employee forgets their password, they will have the option to get their userid and password on their registered email address.

The procedure for above activities are broad in nature and would have to be finalized/fine tuned in consultation with PNGRB. The web site shall be designed, developed and hosted a fresh by the selected party. The server shall run on 24X7 environment. Both the existing as well as new server shall be used. The maximum downtime shall not be more than 12 hours. The application needs to be deployed only at one location, at the office of PNGRB, for the time being.

Estimated number of users of the system at PNGRB Office is estimated to be around 50 to be begun with and may go up to 100 over a period of three to five years.

(B) Preparation of a data base and Monitoring - Once the registration/authorisation has been done, the entity will be responsible for giving periodic reports which are required by the Board for Monitoring purpose. The entities shall be able to fill these reports online and submit to the Board after signing them digitally. The system would receive the information from various entities in the prescribed formats. In case the information has not been furnished in the prescribed format the system would inform the entity for resubmitting the same as well as intimate to the concerned officer in the Board about the same. The data bank formats shall be developed by the Board for receiving/compiling information. The data base should have provision for data storage, data processing, data security and data retrieval by various applications including data backups. The data base has to be query based and shall be capable of generating management information systems report as and when required.

(C) Computerisation/automation of in-house functions. This may include the following (illustrative list):

- (i) File Management System
- (ii) Personnel Management
- (iii) Payroll Management
- (iv) Finance Management
- (v) Inventory Management etc.

(D) Court cases of PNGRB- PNGRB has quasi-judicial functions to perform under the PNGRB Act. There is a need to ensure effective delivery of resolution of disputes and redressal of complaints. In order to achieve this, PNGRB would need to ensure that the formalities such as initial scrutiny, service of notices etc. are carried out in the least amount of time. Moreover to ensure transparency, a complainant or party should be enabled to track the progress of his matter before the Board at any time and also know the reasons as to why the matter has remained undecided. To ensure this from the beginning, PNGRB intends adopting state of art Infotech which would not only facilitate allow filing of

complaints on-line along with payment of fees but also have total computerization of the process from filing of complaints/disputes to delivery of redressal/resolutions. In particular, the software adopted by the Board must allow the preliminary scrutiny etc automatically against a checklist which would ensure that no time is wasted at all in routine processing and that the hearing can commence immediately after a reasonable notice period.

The vendor shall design and put in place a computer network based system for monitoring the court cases of PNGRB. The technical solution will be in terms of deciding hardware and system software requirements, their procurement, supply and installation, networking, customized training, application software development etc. The software should have automated security process, generates case number automatically, reduces delay in preparation of cause list, helps storage and easy retrieval of judgments, helps to obtain case status, and able to obtain copies etc in addition to generation of management reports.

(E) Software and Hardware procurement:

- (i) The vendor shall supply and configure all the Application software, RDBMS software and other utility software as required including design & preparation of test script, test data, trial run and arranging acceptance testing of all modules.
- (ii) The vendor shall prepare the hardware specification for running the proposed system in the PNGRB Office. This shall include the server and other hardware requirements.
- (iii) The vendor shall prepare the networking and communication infrastructure requirement for the proposed system. For this purpose, networking and communication infrastructure already available with the PNGRB shall be kept in mind.
- (iv) The vendor shall assist the PNGRB in making specifications for purchasing and installation of the e-security infrastructure (hardware, software and services) as detailed out and accepted by the PNGRB as part of the e-security blue print.
- (v) As stated above the estimated number of users of the system at PNGRB office is estimated to be around 50 to be begin with and may go up to 100 over a period of three to five years, the vendor shall quote for 50 user full licenses, and also price for additional single/10/25/50 user licenses (for all the modules). It shall be the decision of PNGRB to distribute the user licenses within the organization.
- (vi) The vendor shall provide details of number of licenses, latest RDBMS & Development License. User license should be complete in all respect

i.e. only Full User License has to be quoted. Additional price for single/10/25/50 user licenses for different level of categories like complete, read only etc. may also be quoted. The vender shall supply the following for all the functions listed above.

- a) The Enterprise Resource Management licenses including interfaces for integration.
- b) The RDBMS licenses and development licenses
- c) Adequate sets of user and technical documents together with soft copy as per requirement.
- (vii) The vendor shall suggest the specifications and size for the server and other connected hardware for installation at the office of PNGRB.
- (viii) The software deliverables supplied in electronic form shall be:
 - a) Free of any and all software locks, software keys, time bombs, hardware interlocks, disabling codes, enabling routines, software protection codes or any other devices or mechanisms which are intended to cause the developed application to perform only if enabled or cease performance under certain conditions.
 - b) Scanned using corporate defined antivirus and would be free from known viruses.

(F) **Development Platform** : The technical architecture of the proposed system shall be a three-tier architecture, comprising of technologies as indicated below:

Browser	Internet Explorer 5.0+, Netscape Browser 6.0+ & OPERA
Web Server	Apache/ Websphere /Weblogic
Database Server	Oracle Enterprise Server
Operating System	Windows Environment compatibility
Development	JAVA, JSP, HTML, DHTML etc
	Anti Virus with fire walls protections at all levels

16.3 **Go live and training:** The vendor shall carry out comprehensive tests of all the modules and carry out corrections based on test results and feed back. PNGRB's team should be involved in testing of each module, sub module and the interfaces. Go-Live run of all modules shall be carried out at the office of PNGRB with real-time data along with "Stabilization of the System". The vendor shall have to provide Training and Operation Manual for smooth and trouble free operation in the system. In addition the vender shall identify training requirement for the various levels of official of PNGRB and impart user training at all levels including preparation of and supply of study materials to each user. The vender shall prepare system manual in adequate detail for use in PNGRB to enable trouble shooting by PNGRB's software personnel. The supplier will also prepare detailed User Manual for each module to enable user to use the system effectively. The User Manual must be exhaustive and shall contain detailed, step by step instruction for smooth access to, operations in and exit from the system.

- 16.4 **Maintenance Services:** All the above activities require maintenance of the system on regular basis. PNGRB shall enter into a Maintenance Contract with the vendor for the implemented system for a period of 2 years after onsite warranty period of one year. The vendor shall submit complete details of Maintenance Contract services offered.
- a. The Maintenance Contract should cover the services, which the vendor provides under normal course of annual maintenance, and include the following minimum services:
 1. Product upgrades and updates in every module deployed in the system. All product upgrades are to be offered as part of the product AMC. In the event of product upgrade not being released for a particular year, the supplier shall give an undertaking to PNGRB to that effect.
 2. User & Technical support as per requirement of PNGRB.
 3. Implementation of upgrades.
 - b. The vendor shall provide details on the method of computing maintenance charges. The percentage factor and the base value shall be clearly specified in the price schedule.
 - c. The vendor shall specify Maintenance Charges that are firm and final at the time of the contract.
 - d. For attending to the problems occurring on day to day basis, the vendor shall provide adequate service during the stabilization period from the date of successful go-live operational acceptance and after stabilization at the office of PNGRB.
 - e. The vendor shall also quote Maintenance Charges for the subsequent period of three years applicable after expiry of the 2 years of maintenance period(after the warranty period of one year). The maintenance charges for the next three years shall/shall not be considered towards evaluation.
- 16.5 The vendor shall ensure State of the Art Information Technology & Hardware configurations which is easy to use, implement and maintain (in Indian conditions). The system suggested shall have proven industry track record and is extendable, scalable, economical and secure. The system shall be capable of increasing a) number of users, b) multiplicity of applications c) multiple instances of application and d) multi-location & multi-tasking environment. The vendor shall provide appropriate security/authorization control to prevent unauthorised access to programs, data, screens and outputs.
- 16.6 The scope also includes preparation of necessary documentation for the installation procedure and also provide any developed code on a CD-ROM. On acceptance of the completed installation, the deliverables such as code and complete documentation will be made available to PNGRB before payment can be made for the complete assignment mentioned in scope of work.

- 16.7 The bidders shall quote the price in lump sum for the activities including maintenance of the same.
- 16.8 The Board may decide to award works to one or more vendors.
- 16.9 In order to meet the requirements, the vendor shall employ the Quality Management System for developing software. The entire software development life cycle should be mapped to the ISO 9001 guidelines. The Quality Management System shall cover various processes for the Technical Design, Development and support of Application Software.
- 16.10 Personnel deployed for the Project :
- a) The tenderer will ensure that adequate number of personnel are deployed for the assignment, possessing the required skills in the relevant fields.
 - b) The bidder shall appoint a project manager with requisite skills for the assignment. However, the team should include Website Expert, System Analyst, Team Leader, Developer, Database Expert, Copywriter, Web Designer, Maintenance Personnel, etc. The vendor shall indicate the responsibility of each and every individual personnel deputed for the assignment.
 - c) Details of qualification and experience of the personnel deployed for the purpose shall be indicated as per **Annexure-11**.
 - d) The personnel deployed for the purpose shall work in the office of the PNGRB at the space provided by PNGRB or at the premises of the bidder, as decided by the Board, during the normal working hours and after office hours in case of exigency of work or for completing the assignment in time.
 - e) The tenderer will ensure that the personnel assigned for the assignment maintains the confidentiality. In no way the information shall be revealed to any unauthorized personnel/person.
 - f) The recommendation of the bidder shall not be a binding on the PNGRB. Decision of PNGRB in this respect shall be final.
- 16.11 In case there is a requirement for additional deployment of manpower for small functionalities related to PNGRB tender within the period of contract and not specified within the scope of work which would result in a change of scope after acceptance of the tender, these will be done through change request, as per the mandays requirements and payment will be made separately as per the rates quoted by party subject to acceptance by the PNGRB.

SECTION III : SPECIAL CONDITIONS OF CONTRACT

17. Application

17.1 The Special Conditions of Contract (SCC) apply to PNGRB Tender for Computerisation of various activities at PNGRB. These terms and conditions shall apply to the extent that these will supersede provisions, terms and conditions mentioned in PNGRB's standard General Conditions of Contract (GCC) provided with this tender.

18.0 Documents Comprising the Bids

18.1 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.

- Bidders Particulars (**Annexure- 1**)
- Bid Form (**Annexure-2**)
- Schedule of Completion-Acceptance by Bidder (**Annexure-3**)
- Statement of Deviation from Tender Terms and conditions (**Annexure -4**)
- Information regarding Directors (**Annexure -5**)
- Information about Members of PNGRB (**Annexure- 6**)
- Time Schedule for tendering process (**Annexure-7**)
- Check List (**Annexure-8**)
- Contract Performance Bank Guarantee format (**Annexure-9**)
- Letter of Authority (**Annexure - 10**)
- Financial Details (**Annexure-12**)
- Bidder Experience/ Expertise Profile (**AnnexureA1**)
- Declaration of Understanding of requirements (**Annexure A2**)

b) PRICED BID (Part -II)

Bid letter and Price schedule duly filled in and No conditions whatsoever shall be submitted alongwith the Priced Bid comprising the following and to be filled in accordance with the formats provided in the Tender Document :

- Bid Letter (**Annexure C1**)
- Price Schedule (**Annexure C2**)
- Experience & Qualification of personnel deployed for the assignment (**Annexure-11**)
- All suppliers and services required by the Contract shall be priced inclusive of all incidental costs (such as travelling, out of pocket expenses, office support, communications, printing of materials, etc), and inclusive of all taxes paid or payable in any country, upon rendering of the services as on the date of bid submission. Increase in customs duty on imported products supplied and increase in service tax on the services rendered after the date of bid submission shall be payable extra by the PNGRB on production of satisfactory proof of the increase.

18.2 Bid Evaluation Criteria

18.2.1 Technical Evaluation Process - un-priced bid

- 18.2.2 The bidder has to submit all the annexure duly filled as per format mentioned in the tender, failing which the bidder will be liable to be technically rejected.
- 18.2.3 Bidder's bids will be evaluated on the basis of the information supplied by the bidders in the enclosed **formats of Annexure**. Documentary evidence is to be submitted by the bidder for all the formats wherever it is required.
- 18.2.4 If the information furnished by the bidder in any of the annexures is found to be incorrect, the bid is liable to be technically rejected.
- 18.2.5 Technical Bids will be evaluated as per the "**Annexure: T1**".
- 18.2.6 The priced bids will be opened only for those technically accepted bidders who meet the above technical evaluation criteria subject to the compliance of all the tender terms and conditions by the bidders.
- 18.2.7 A duly constituted Consultancy Evaluation Committee (CEC) will shortlist Technical Bidders on the basis of evaluation methodology. The CEC will take approval of competent authority for shortlisted bidders before opening of the price bid.
- 18.2.8 PNGRB has the option to ask the bidders to arrange for a presentation before the Chairperson/Board of PNGRB, in a short period notice; as such the bidders have to be ready for the same.
- 18.2.9 If considered, necessary, the short listed bidders may be asked to bring one of each of the quoted proposals, as per specifications set out in "**Annexure: A1**" for technical evaluation, along with their own manpower to PNGRB as per schedule to be intimated to them. In case the bidder fails to bring and demonstrate the working of quoted proposal within the time frame given by PNGRB for evaluation, the bid shall be rejected.
- 18.2.10 For Technical evaluation, bidders have to ensure the availability of appropriate specialist, along with every type of documentation required, from their organization for interacting with CEC. In case a bidder does not make the required specialist along with proper documentation available, then such defaulting bidder shall be taken off the tender evaluation process and the bid will stand rejected.
- 18.2.11 During the technical evaluation, if any of the items FAIL to meet the specification requirement, no subsequent opportunity will be given to the bidder(s).

18.3 Financial Criteria

- 18.3.1 The basic prices in Indian rupees should be quoted in lump sum for the activities as per scope of work defined at clause 16 in **Annexure- C2** inclusive of every thing. Taxes as applicable should be quoted separately, failing which these are not payable extra. 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.
- 18.3.2 Financial bids will be evaluated on the basis of total price, i.e. all inclusive, as indicated in **Annexure-C2**.
- 18.3.3** Details for submitting Financial Bids are given in "**Annexure: C1**".
- 18.3.4 The bidder shall also meet the following financial criteria:

1. Shall have minimum annual turnover of Rs. 500/- Crore in one of the preceding three financial years i.e. 2005-2006/2006-2007/2007-08.
2. Shall have positive net worth as per the last audited financial statement.
3. Shall have positive return on equity capital as per the last audited financial statement.
4. Duly notarized documentary proof/signed by authorized signatory for financial criteria mentioned above must be enclosed along with the bid.
5. Other criteria for eligibility :
 - a. Number of years of experience – Minimum ten years
 - b. Past experience of studies/assignments of similar nature – Minimum five i.e. computerisation in infrastructure sector
 - c. Past experience of studies/assignments in related sector – Minimum three i.e. with oil and gas sector
 - d. Past experience of studies/assignments carried out in oil & gas sector in India i.e with regulatory authority - Minimum one
 - e. No of key personnels - minimum 50(qualified minimum graduates)
 - f. Qualification – How many - Phd(s)/Master’s degree and others
 - g. Net Profit – More than Rs. 50 Crore

18.3.3 Other details pertaining to financial parameters shall be furnished as per **Annexure -12**

18.4 Evaluation of Financial Bids

- 18.4.1 The Financial Bids of only those Bidders short listed from the Technical Bids by CEC will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders by concerned Section/Group in PNGRB, and the same will be evaluated by a duly constituted Consultancy Evaluation Committee (CEC) for the purpose.
- 18.4.2 If PNGRB considers necessary, **Revised Financial Bids** could be called for from the **Technically short-listed Bidders**, before opening the original financial bids for recommending the final empanelment.
- 18.4.3 In the event of revised financial bids being called the revised bids should **NOT** be higher than the original bids, otherwise the bid shall be rejected.
- 18.4.4 Lowest Quoting Bidder will be selected as per the **Annexure-C2**.
- 18.4.5 PNGRB has option for matching the individual item rates, the rates, which are unreasonable/incredibly low/quoted by mistake, will **NOT** be considered.
- 18.4.6 The maximum period of matching rates will not be more than 3 working days from the date of issuance of offer letter from PNGRB to the concerned bidders.
- 18.4.7 In case of requirements the bidder offering the Second Lowest Quote (LQ-2) will then be asked to match the price of LQ-1 and placed on the panel. If LQ-2 does not agree, LQ-3 will be asked to match LQ-1. Thus by way of successive opportunity a panel of bidders will be formed. If none of them

agree to match the LQ-1 rates then LQ-1 shall be the sole bidder on the panel.

- 18.4.8 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, the Committee/its authorized representative and officer of 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.

19.0 Cost of Bidding

- 19.1 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.

20.0 Clarification of Bidding

- 20.1 A prospective bidder requiring any clarification of the Bidding Documents may notify PNGRB in writing or by fax at the information indicated in the Invitation for Bids. PNGRB will respond in writing to any request for clarification of the Bidding documents, which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by PNGRB. Written copies of PNGRB's response (including an explanation of the query but without identifying the source of the query) will 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, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required. However, PNGRB will not be bound to clarify any query after the pre-bid meeting. Bidders shall furnish **Annexure- A2**.

21.0 Bid Form

- 21.1 Prices should be submitted in a sealed envelope, PNGRB shall not be responsible in any way for failure on the part of the bidder to follow the instructions. Bid form should be as per **Annexure- 2**.

22.0 Amendment of Bidding Documents

- 22.1 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.
- 22.2 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.
- 22.3 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.

23.0 Modification and Withdrawal of Bids

- 23.1 The bidder may modify or withdraw his bid after the bid's submission, but before the due date of submission provided that the written notice of the

modification, including substitution or withdrawal of the bid is received by the PNGRB prior to the deadline prescribed for submission of bids.

- 23.2 No bid shall be modified after the deadline for submission of bids.
- 23.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security.

24.0 Process to be Confidential

- 24.1 Information relating to the examination, clarifications, evaluation and comparison of bids and recommendations for the order, shall not be disclosed to bidders or any other person officially concerned with such process. Any effort by a bidder to influence the PNGRB in any manner in respect of bid evaluation or award will result in the rejection of that bid.

25.0 Contacting the PNGRB

- 25.1 From the time of the bid opening to the time of the release of order, if any bidder wishes to contact the PNGRB for any matter relating to the bid it should do so in writing.
- 25.2 Any effort by a bidder to influence the PNGRB in any manner in respect of bid evaluation or award will result in the rejection of that bid.

26.2 Time Schedule

- 26.2.1 The time period of completion of assignment as per scope of work shall be four months as per details indicated below.

S.No.	Key Tasks	Estimated Time (in Months)
1.	Requirement Analysis/project plan(RA/PP) Plan RA phase, User Requirements specifications & Technical Feasibility and approval of RA/PP document	½ Month
2.	Prototyping Horizontal Prototyping, Conceptual Data Modeling & Architectural designing, Discussions.	1 Month
3.	Prototype Feedback Sign-off obtaining on prototype and design.	¼ Month
4.	Construction Preparation, review and update of Program Code , production Run, Conduct Unit Testing	2 Months
5.	User Acceptance Testing Provide Support for Acceptance testing.	½ Month
6.	Go live and Training Provide Training to Administrator for Administering as well as User Section.	¼ Month
7.	Support & Maintenance On-Going process.	1 + 2 Year

26.2.2 The bidder shall indicate the time period for each activity separately and submit the same at **Annexure – 3**.

27.0 Bid Opening Process

27.1 Techno-commercial bids will be opened in the presence of the bidder's representatives.

27.2 Financial bids of only those bidders, whose bids found technically qualified, by the Consultancy Evaluation Committee, will be opened in the presence of the bidder's representatives subsequently for further evaluation.

27.3 One authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.

27.4 The PNGRB shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.

27.5 The PNGRB will open price bids of all bidders notified to attend price bid opening, in the presence of authorized bidders' representatives. The bidders' representatives, who are present, shall sign bid-opening register evidencing their attendance.

27.6 The bidders' names, bid prices, and such other details as the PNGRB, at its discretion, may consider appropriate will be announced at the opening.

28.0 Placing of Orders

28.1 Lowest Quoting Bidder will be selected for placing of orders. If the quotes are the same for two or more Bidders then the PNGRB will consider the bidder with higher Technical Score for awarding the contract. If the Technical Score is also the same for two or more Bidders then the draw of lot would decide the selected candidate.

28.2 The PNGRB reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reason thereof.

28.3 Prior to the expiration of the period of bid validity, the PNGRB will notify the successful Bidder in writing that its bid has been accepted.

29.0 Signing of Contract

29.1 At the same time as the PNGRB notifies the successful Bidder that its bid has been accepted, the PNGRB will send the Bidder the contract Form provided in the Bidding documents, incorporating all agreements between the parties. The notification of award will constitute the formation of the Contract.

29.2 Objection, if any, to the Award Order must be reported to concerned section in PNGRB by the vender within three (3) working days counted from the Date of Award Order for modifications, otherwise it is assumed that the bidder has accepted the Award Order in toto. This is applicable in case of electronic publishing/delivery of Award Order also.

29.3 Not more than seven (7) days following receipt of the contract Form, the successful Bidder shall prepare the contract agreement on a Non Judicial

- stamp paper of Rs 100/-, sign, date and return it to the PNGRB. In case, the successful bidder does not do so, PNGRB in its discretion may cancel the bid of the successful bidder and may accept the bid of the next higher bidder and the successful bidder also be liable to pay damages to PNGRB.
- 29.4 Upon the successful Bidder's furnishing of the signed Contract Form and the performance security pursuant, the PNGRB will promptly notify each unsuccessful Bidder and will discharge its bid security.
- 29.5 PNGRB has the right to choose any subset of the tendered items for ordering.
- 29.6 In case Award Orders are placed on more than one party, the distribution of award orders shall be as decided by PNGRB.

30.0 Pre-Start-up Activities

- 30.1 The Supplier shall commence work on the Information System within one week from date of issue of Letter of Acceptance. The Supplier shall thereafter proceed with the supply/development, installation, implementation, and integration of the Information System in accordance with the time schedule specified in the agreed and finalized project plan.
- 30.2 The successful bidder will be required to give a brief presentation to PNGRB or any of its representatives on the modus operandi to be adopted by them for the specified work, at PNGRB office. After preparation of a comprehensive listing of all features as per Scope of work, the successful bidder is expected to identify various activities and milestones and prepare a CPM / PERT chart and plan within 2 days from the date of issue of work order to effectively monitor the project.
- 30.3 All travel and related expenses will be borne by the bidder in respect of completion of the assignment.
- 30.4 The party must provide experience details about similar nature of work carried out in the past along with copy of relevant documents.

31.0 Vendor's Responsibilities

- 31.1 The vender shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually agreed and finalized project plan within a period of two (2) weeks from the date of issue of Letter of Acceptance. Failure to provide such resources, information, and decision making may constitute grounds for termination.
- 31.2 The vender shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.
- 31.3 The vender shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the vendor. The vendor shall indemnify and hold harmless the PNGRB from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the vendor or its personnel.

- 31.4 The vendor shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. The vendor will provide the resumes of personnel to be staffed on the project as per proforma provided in the bidding documents. All personnel must have worked with the vendor for a minimum of twelve (12) months, shall preferably have worked on the modules they have been, assigned to work under respective modules. In particular, the key Personnel any Specialist/Analyst required as appropriate, need to have sufficient experience in terms of relevance and number of years required to implement the Information System. Should the profile of any personnel be not acceptable to the PNGRB, the PNGRB will require the vendor to suitably replace such personnel. They are to be assigned to the project on full time basis. The key personnel as deployed for the project by the vendor will in no case claim regular employment in PNGRB, and PNGRB shall not be responsible for any liability financial or otherwise whatsoever it may be in respect of such personnel.
- 31.5 If for any reason beyond the control of the supplier, there arises a need to replace any personnel, the supplier shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval of the PNGRB.
- 31.6 The vendor shall provide personnel who, under the Contract agreement shall not engage in any other business or professional activity in India/abroad during their work at PNGRB.
- 31.7 The vendor is responsible for performing and safely storing timely and regular backups of its data and software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the PNGRB elsewhere in the Contract.
- 31.8 The vendor will have primary responsibility for the successful running and stabilization of the Information System, in accordance with contract.

32.0 PNGRBs Responsibilities

- 32.1 The PNGRB shall ensure the accuracy of all information and/or data to be supplied by the PNGRB to the Supplier.
- 32.2 The PNGRB shall be responsible for timely provision of necessary resources, information, and decision making under its control that are necessary to reach an agreed and finalized project plan within the time schedule specified.
- 32.3 The PNGRB shall provide the office space, furniture and other supporting facilities within it's premises for the vendor's team.
- 32.4 The PNGRB shall be responsible for timely provision of resources, necessary access, and information necessary for the Installation, commissioning (including Commissioning Acceptance) and Go-Live (including Go-Live operational acceptance) of the Information System as identified in the agreed and finalized project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the

vendor. Delay by the PNGRB may result in an appropriate extension of the Time provided for Go-Live operational acceptance if the activity shown is on critical path.

33.0 Sub-contracts

33.1 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.

34.0 Penalty Calculation Process

34.1 Any unjustified and unacceptable delay beyond the schedule as per award order will render the bidder liable for penalty. The jobs of Hosting of the website and application development will be completed as per the schedule mentioned in the tender. Any delay by the party in the performance of its delivery obligations shall render the party liable for imposition of discount for delay and/or termination of the contract for default. The discount for delay will be a sum equivalent to ½ (half) percent of the price of the delayed goods / services for each and every week (part of a week being treated as a full week) of delay until actual delivery or performance upto a maximum deduction of 5% (Five percent) of the total contract value. Beyond which the penalty shall be calculated as per the **Annexure-13**.

Delay in maintenance job:

The following areas would be considered as non-performance of the website as the business objectives of the website would be hampered. The vendor would be penalized for the causes listed as per details :

- Delay in uploading;
- Delay in site rectification
- No of errors detected in a quarter and reported by end users.
- Delayed response time of site. The response time for any page would be less than 10 secs when accessed via a 64 kbps client. Necessary action would be taken by vendor to ensure the stipulated response time.
- Traffic should not be below a threshold level
- Site unavailability, which does not confirm to stipulated uptime.
- Loss of data from website.

34.2 Time is the essence of the contract. The supplier guarantees that it shall complete all activities and milestones in accordance with the time lines specified in the agreed and finalized project plan. This provision is, subject to the PNGRB's fulfillment of its obligations under the contract in time. If the supplier completes all of the activities before the timelines specified in the implementation schedule as per the Agreed and Finalized project plan, the supplier shall be given an incentive of 0.5% of the implementation cost to be paid at the end of the contract.

35.0 Payment Process

35.1 Payment will be made in the currency or currencies in which the Contract Price has been stated in the bid.

- 35.2 A Consultancy Monitoring Committee (CMC) shall be constituted for monitoring the progress of the assignment. The CMC shall be responsible to monitor the progress of the assignment, to oversee that the assignment is carried out as per agreed contractual conditions, to assess the quality of the deliverables, to accept / reject any part of assignment, to levy appropriate liquidated damages or penalty if the assignment is not carried out as per the contract and if the quality of services is found inferior and for any such deficiency related to the completion of the assignment.
- 35.3 A pre-receipted bill, inclusive of every thing and other relevant documents shall be submitted (five copies) by the bidder in the PNGRB soon after the completion of the assignment along with a copy of the completion certificate, duly signed by the CMC with date and stamp.
- 35.4 All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.
- 35.5 Payments shall be made promptly by the PNGRB, but in no case later than thirty (30) days after submission of an invoice along with the stipulated acceptance /delivery certificate signed by competent authority/Project Manager/authorized representative duly certified by the CMC.

S.No.	Key Tasks	Payment
1.	Approval of RA/PP document	10% of contract value
2.	Prototyping Horizontal Prototyping, Conceptual Data Modeling & Architectural designing, Discussions.	
3.	Prototype Feedback Sign-off obtaining on prototype and design.	25% of contract value
4.	Construction Preparation, review and update of Program Code , production Run, Conduct Unit Testing	
5.	User Acceptance Testing Provide Support for Acceptance testing.	40% of contract value
6.	Go live and Training Provide Training to Administrator for Administering as well as User Section.	15% of contract value
7.	Support & Maintenance On-Going process.	50% of maintenance cost
8.	Balance	50% of maintenance cost plus balance at the completion of

		contract for maintenance
--	--	--------------------------

36.0 Books & Records

36.1 Awardee shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PNGRB or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee.

37.0 Publicity & Advertising

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

38.0 Repeat Order

38.1 PNGRB reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions.

39.0 Intellectual Property Rights(IPR)

39.1 The entire website along with all the programs, statistical reporting, graphics and contents developed to achieve the desired functionality mentioned in the Scope of Work of the tender or any subsequent communication in this regard will be the **Intellectual Property of PNGRB** and will be the sole property of PNGRB and no content of the same will be re-produced or used by the party for purpose other than PNGRB website without the prior permission of PNGRB.

39.2 PNGRB reserves the right to host the entire or part content of the website on a different server other than that of the party and the party must provide the entire website along with all the programs including those meant for statistical reporting, graphics and contents developed to achieve the desired functionality mentioned in the Scope of Work of the tender or any subsequent communication in this regard in a suitable electronic media and ensure the successful migration of the site to the server as desired by PNGRB.

39.2 For any modification or changes made to the software, the IPR shall belong to PNGRB. However, the purchaser has rights to transfer the base products licenses to any of the PNGRB offices. The PNGRB's Contractual rights to use the base product may not be assigned, licensed, or otherwise transferred except in accordance with the relevant license.

39.3 All rights including the Intellectual Property Rights Subsisting in any material including any tools, utilities or methodologies belonging to the vendor and used to perform the obligations under this agreement shall remain vested in the vendorr (the Supplier Properties) and may additional or new

inventions made in the course of performance of services shall belong to the PNGRB.

40.0 Confidential Information

40.1 The PNGRB and vendor ("the Receiving Party") shall each keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information"), that has been marked "Confidential" ("Confidential Information") and

- i. furnished directly or indirectly by the Disclosing party in connection with this Contract; or
- ii. where the Supplier is the Receiving Party, information generated by the Supplier in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the PNGRB or the PNGRB's use of the Information System, whether such information has been furnished or generated prior to, during or following termination of the Contract ("Confidential Information").

40.2 Notwithstanding the above the PNGRB may furnish Confidential Information of the Supplier:

- i. to its support service suppliers to the extent reasonably required for them to perform their work under their support service Contracts ; and
- ii. to its affiliates and subsidiaries in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this Clause as if that person were party to the Contract in place of the Receiving Party;
- iii. and in such case shall be liable for any breach of confidentially obligations by the receiving party as stated in sub clauses i and ii above

40.3 The PNGRB shall not, without the supplier's Prior written consent, use any Confidential Information received from the supplier for any purpose other than the operations, maintenance and further development of the Information System. Similarly, the supplier shall not, without the PNGRB's prior written consent, use any Confidential Information received from the PNGRB for any purpose other than those that are required for the performance of the Contract.

41.0 Design & Development

41.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the Information System in compliance with the provisions of the Contract or where not so specified, in accordance with good industry practice.

41.2 The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project manager or not, provided that such discrepancies, errors, or omissions or not because of inaccurate information furnished in writing to the Supplier by or on behalf of the PNGRB.

42.0 Product Upgrades

42.1 At any point during performance of the Contract, shall technological advances be introduced by the Supplier for Subsystem originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the PNGRB the latest version of the available Subsystem having equal or better performance or functionality at the same or lesser unit prices.

42.2 During performance of the Contract, the Supplier shall offer to the PNGRB all new versions, releases, and updates of all the modules, as well as related documentation and technical support services, within twenty eight (28) days of their availability from the supplier to other clients of the supplier in the PNGRB's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these softwares exceed those quoted by the supplier in the price schedule form in its bid.

42.3 During the Warranty Period, unless otherwise specified in the Attachment to this Contract the PNGRB may require the supplier to provide at no additional cost to the PNGRB all new versions, releases within thirty (30) days of their availability from the supplier to other clients of the Supplier in the PNGRB's Country, and no later than six (6) months after they are released in the country of origin of the software.

42.4 The PNGRB may at its discretion introduce all new versions, releases or updates of the software provided that the new version, releases, or update does not adversely affect the operation or performance or require extensive reworking of the Information System. In case where the new version, release, or update adversely affects the Information System operation or performance, or requires extensive reworking of the Information System, supplier shall continue to support and maintain the version of release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty four (24) months after the PNGRB receives a production-ready copy of a subsequent version, release, or update, subject to the twenty-four-month-long stop date.

43.0 Guarantees and Liabilities

43.1 The Warranty period shall commence after the stabilization acceptance period of 3 months from the date of Go-Live at the office of PNGRB of the

- Information System and shall extend for a period of 12 (twelve) months from the date of stabilization acceptance.
- 43.2 If during the Warranty Period any defect should be found in the design and workmanship of the Information System and other services provided by the supplier, the supplier shall promptly, in consultation and agreement with the PNGRB, and at its sole cost, repair, repair, replace, or otherwise make good (as the supplier shall, at its discretion, determine) such defect as well as any damage to the Information System caused by such defect. Any defective subsystem that has been replaced by the supplier shall remain the property of the supplier.
- 43.3 If the Information System or subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the Information System shall be extended by a period equal to the period during which the Information System for subsystem could not be used by the PNGRB because of such defect and/or making good of such defect. The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed.
- 43.4 **Functional Guarantees:** The Supplier guarantees that, once the Go-Live operational acceptance and stabilization acceptance certificate has been issued, the Information System represents a complete, integrated solution to the PNGRB's requirements set forth in the Scope of Work and it conforms to all other aspects of the Contract.
- 43.5 If, for reasons entirely attributable to the supplier, the Information System does not conform to the Scope of the Work or does not conform to all other aspects of the Contract, the supplier shall at its cost and expense make such changes, modifications, and/or additions to the Information System as may be necessary to conform to the scope of Work and meet all functional and performance standards. The supplier shall notify the PNGRB upon completion of the necessary changes, modifications, and/or additions and shall request the PNGRB to repeat the Go-Live acceptance tests until the Information System achieves Go-Live acceptance.
- 43.6 If the Information System (or Subsystems) fails to achieve Go-Live Operational Acceptance, due to reasons entirely attributable to supplier, the PNGRB may consider termination of the contract and forfeiture of the Supplier's performance security in accordance with the contract in compensation for the extra costs and delays likely to result from this failure.
- 44.0 Inspection & Tests**
- 44.1 The PNGRB or its representative shall after providing the supplier with reasonable advance written notice, have the right to inspect and/or test any components of the Information System, to confirm their goods working order and/or conformity to the contract at the point of delivery and/or at the project site. Should the inspected or tested components fail to conform to the contract, the PNGRB may reject the component(s),

and the supplier shall within a period of 14(fourteen) days either replace the rejected components(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the PNGRB.

SECTION IV : GENERAL CONDITIONS OF CONTRACT

45.0 General Conditions

- 45.1 The decision of PNGRB arrived during the various stages of the evaluation of the bids is final and representation of any kind shall not be entertained.
- 45.2 In case the bidder is found in-breach of any condition(s) of tender at any stage during the course of work/assignment, the legal action as per rules/laws, shall be initiated against the bidder besides debarring & Black listing the bidder concerned for at least 3 years, for further dealing in Govt. departments.
- 45.3 Any attempt by bidder to bring pressure towards PNGRB's decision making process, such bidders shall be disqualified for participation in the present tender and those bidder may be liable to be debarred from bidding for PNGRB tenders in future for a period of three years.
- 45.4 All the terms and conditions for the work/assignment, payment terms, penalty etc. will be as those mentioned herein and no change in the terms and conditions by the bidders will be acceptable. Alterations, if any, in the tender bids should be attested properly by the bidder, failing which, the tender will be rejected.
- 45.5 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.
- 45.6 No deviations from tender terms and conditions will be accepted. Any violation thereof will lead to the rejection of the bid.
- 45.7 **Indemnity:** The selected bidder shall indemnify the PNGRB against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of software/ hardware/manpower etc. and related services or any part thereof. PNGRB stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the assignment for whatever period. PNGRB also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.
- 45.8 **Termination for Insolvency:** PNGRB may at any time terminate the award order / contract by giving written notice of one weeks to the Bidder, without any compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent.
- 45.9 PNGRB will not be responsible for any misinterpretation or wrong assumption by the bidder.
- 45.10 **Force Majeure:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any

such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 15 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the awarder as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 45 days, the awarder may at his option, terminate the contract.

45.11 Definition for default:

- a) Default is said to have occurred
 - I. If the bidder 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.
 - II. If the bidder fails to perform any other obligation(s) under the contract

45.12 If the entity, 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 / award order in whole or in part. In addition to above, PNGRB may at its discretion also take the following actions:

- i. PNGRB may appoint, upon such terms and in such manner, as it deems appropriate, bidder similar to the one from the parties who have applied earlier and the defaulting bidder shall be liable to compensate PNGRB for any extra expenditure involved towards consultancy services to complete the scope of work in totality or 10 % of the work order as cancellation charges which ever is higher.

46.0 Arbitration:

46.1 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 endeavor to settle such disputes of differences amicably.

46.2 If both the parties fail to reach such amicable settlement, then either party (the Awarder or Contractor) 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 both the parties or in case of disagreement

as to the appointment of a single arbitrator, to that of two arbitrators, one to be appointed by each party or in case of said arbitrators not agreeing then, to the umpire to be appointed by the arbitrators in writing before entering upon the references. 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.

- 46.3 Venue and jurisdiction for any essential arbitration shall be New Delhi.
- 46.4 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.
- 46.5 Pending reference to arbitration, the parties shall make all endeavors to complete the work in all respects. Disputes, if any, will finally be settled in the arbitration.
- 46.6 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.
- 46.7 The award of Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor 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 Contractor 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.

47.0 Applicable Law

- 47.1 The entity 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.
- 47.2 All disputes in this connection shall be settled in Delhi jurisdiction only.
- 47.3 PNGRB reserves the right to cancel this tender or modify the requirement.
- 47.4 PNGRB also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective bidders to be kept informed about it.
- 47.5 PNGRB in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

480 Corrupt or Fraudulent Practices

- 48.1 The PNGRB requires that Bidders observe the highest standard of ethics during the execution of the order. In pursuance of this policy, the PNGRB :
 - a) defines, for the purposes of this provision, the terms set forth below as follows :
 - i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the contract execution; and
 - ii) "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the PNGRB, and includes collusive practice among Bidders (prior to or after bid submission)

designed to establish bid prices at artificial non-competitive levels and to deprive the PNGRB of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the PNGRB determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

SECTION V : ANNEXURES

Annexure – 1-13
Annexure- A1- A2
Annexure- C1-C2
Annexure – T1
Annexure - W

(Enclose with Un-priced Bid)

Annexure -1
(Page 1 of 2)

Tender No :

Bidder Particulars

1. Bidder Serial Number Allotted on Tender Document :
2. Name of the Bidder :
3. Address of the Bidder :

4. Name & address of the officer :
to whom all reference shall be
made regarding this tender enquiry
Telephone :
Mobile :
E-mail :
Fax :

Witness :

Signature
Name
Designation
Company Address
Date

Signature
Name
Designation
Company Address
Date

Company Seal

(Enclose with Un-priced Bid)

Annexure -1
(Page 2 of 2)

Tender No :

Bidder Particulars

<u>Sr. No</u>	<u>Item</u>	<u>Response of Bidder</u>
1	Name of the Bidder (Company)	:
2	Location of Offices	:
3	No. of years it has been in existence	:
4	No. of years it has been in business with reference to providing IT solutions	:
5	Turnover of the Company during last three Financial years, Rs.	:
6	Net Profit of the Company during last Financial year, Rs.	:
7	Total Number of Employees on Payroll	:
8	Total Number of technical and Functional support staff	:
9	ISO Certified or equivalent	:
10	Indicate geographical area where worked in the last 3 Years. Documentary proof for the same to be attached.	:
11	Whether Worked with Govt Departments / PSUs in IT areas. Proof of same to be attached.	:
12	Whether worked with any regulatory authority for providing IT solutions in India	:
13	Hosting experiences in Shared & Dedicated Servers?	:
14	Whether provided maintenance services to any Govt/PSU deptt for IT related works	:

(Enclose with Un-Priced Bid)

Annexure -2

Tender No :

Bid Form

Date :

PNGRB,World Trade Centre
Barakhamba Lane, Babar Road
New Delhi 110 001

Dear Sir,

Having examined the Bidding Documents of Tender No., we, the undersigned, offer to provide our services for **Computerisation of various activities at PNGRB**, in conformity with the said Bidding Documents for sums as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

We undertake, if our bid is accepted, to complete **Computerisation of various activities at PNGRB** offered to us within implementation schedule mentioned in our techno commercial offer. If our bid is accepted we will obtain the performance bank Guarantee from a Scheduled bank equivalent to 10% of the total contract value and will remain valid till 6 months(3 months guarantee period plus 3 months claim period) after the expected schedule 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. 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 vary the quantities and/or 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

(Enclosed with Un priced bid)

Tender No :

Schedule of completion of the job for Computerisation of various activities at PNGRB

Item	Time Period for completion in days
1.	
2.	
3.	
4.	
5.	

Total time taken for the assignment : days

We do hereby adhere to the time period for completion the jobs mentioned above by filling up this annexure.

Date

Signature

(Enclose with Un-priced Bid)

Annexure -4

Tender No :

Statement of Deviations from Tender Terms and Conditions

Sr. No.	Reference to terms and conditions	Deviation in the offer	Brief reason
1			
2			
3			

Date :

Signature

(Enclose With Un-Priced Bid)

Annexure- 5

Tender No :

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 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 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 Member of PNGRB?	

Signature of Bidder _____

Name _____

Address _____

Date: _____

Place: _____

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
	Ajay Tyagi	Secretary

Times Schedule for Receipt, Submission and opening of Tender

ITEM	Date and time
Pre Bid Meeting	on 12 th May 2008 at 10:30 hours.
Bid Submission	up-to 2:30 pm of 30 th May 2008
Bid Opening - un-priced	3:30 pm on 30 th May 2008
Price Bid Opening	To be informed

(Enclose With Un-Priced Bid)

Annexure- 8

Tender No :

(Page 1 of 1)

Checklist

Sr. No.	Item	Check Yes / No
1.	Bidder's particulars furnished as per Annexures-1	Yes/No
2.	Have you furnished Bid Form (Annexure -2) ?	Yes/No
3.	Have you completed Annexure -3	Yes/No
4.	Have you filled in Annexure-4 -indicating clearly deviations from tender terms and conditions?	Yes/No
5.	Have you completed Annexure-5 ?	Yes/No
6.	Have you seen the List of Members of PNGRB- Annexure-6	Yes/No
7.	Have you filled the Annexure 7	Yes/No
8.	Have you signed and sequentially numbered each page of your Bid?	Yes/No
9.	Submission of price bids as per formats given in Annexure C2	Yes / No
10.	Have you submitted the format of price bids (C1,C2) without mentioning prices along with un-priced bid	Yes / No
11.	Have you Submitted Annexure (A1)	Yes / No
12.	Have you Submitted Annexure (A2)	Yes / No
13.	Have you understood clearly Annexure (T1)	Yes / No
14.	Have you read and understood clearly Annexure (W)	Yes / No

(Enclose with Un-priced Bid)

Annexure -9

Tender No :

**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,

Barakhamba Lane, 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 "Bidder" 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 OWNER Order No._____dated_____and the same having been accepted by the bidder resulting into CONTRACT for ----- as per above referred Order having a total value of _____for the work of -----and the bidder having agreed to provide a Contract Performance guarantee for faithful performance of the aforementioned Contract to 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 bidder to the extent of 10%(ten percent) of the Contract Prices as aforesaid at any time up to _____ without a reference to the bidder. Any such demand made by OWNER on bank shall be inclusive and binding not withstanding any difference between OWNER and bidder discharges this guarantee. OWNER and bidder 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 OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges this guarantee. 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 bidder 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 bidder, 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 OWNER and bidder or any other course of

or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by 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 OWNER or any other indulgence shown by 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 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 bidder and notwithstanding any security or other guarantee that OWNER may have in relation to the bidder'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 bidder on whose behalf this Guarantee has been given. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the bidder 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 bidder 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 RUBBER

(NAME)

STAMP (NAME)

(OFFICIAL SEAL) Designation with bank stamp

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

Date:

(Enclose With Un-Priced Bid)

Annexure-10

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

No. Date:

PNGRB NEW DELHI

Attn:

Dear Sirs,

We.....hereby authorise following representatives (s) to attend the un-priced bid opening and priced bid opening against your Bid document 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.

(Enclose With Priced Bid)

Details of qualification & experience of personnel to be deployed for the job

S.No.	Name & designation	Qualification	Experience	Special Achievement

We confirm that the above mentioned officials shall be working for the assignment for which the bid is being submitted at the office of PNGRB or as decided by the PNGRB.

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

(Enclose With Un-Priced Bid)

FINANCIAL DATA FOR LAST three YEARS AUDITED FINANCIAL YEAR

1. Current assets

2. Current Liabilities

3. Working Capital (1-2)

4. Net Worth

Owners funds (Paid up share capital and Free Reserves & Surplus)

5.Profts before taxes

6. Return on Equity (5/4) X100

- ✓ Attached are copies of the audited balance sheets, including all related notes, and income statement for the last Audited Financial year, as indicated above, complying with the following conditions:
 - All such documents reflect the financial situation of the bidder and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

(Enclose With Un-Priced Bid)

Determination of Penalty

S No	Item	Penalty
1	Delay by two days	Rs. 10,000 per day
2	Delay by three to five days	Rs. 20,000 per day
3	Delay by six to ten days	Rs. 25,000 per day
4	Delay beyond ten days	Rs. 50,000 per day

(Enclose with Priced Bid)

Annexure – C 1

Tender No :

To
PNGRB, World Trade Centre,
Barakhamba Lane, Babar Road,
New Delhi 110 001
Sir,
We declare as hereunder

- 1) We enclose herewith the complete Priced Bid as required by you. This includes:
 - i. Bid Letter (Annexure C1)
 - ii. Price Schedule (**Annexure- C2**)
 - iii. Proforma for Bank guarantee for Contract Performance (As format Acceptance Only)
 - iv. Work order/Contract Form (As format Acceptance Only)
- 2) We agree to abide by our offer for a period of 180 days from the date fixed for opening of the tenders and that we shall remain bound by a communication of acceptance within that time.
- 3) We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to supply / provide the services as per these terms and conditions. The deviations from the above terms and conditions are only those mentioned in **Annexure 4.**
- 4) Certified that the Bidder is :
a sole proprietorship firm and the person signing the tender is the sole proprietor
Or
a partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
Or
a company and the person signing the tender is the constituted attorney.

Note : Delete whatever is not applicable. The person authorised to sign the tender document should invariably duly attest all corrections/deletions.
- 5) We do, hereby, undertake that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the Contract, shall constitute a binding contract between us.

Dated : this ____ day of _____ 20____

Signature of the Bidder

Details of enclosures :

Full address
Address
Telephone
Fax

(Enclose with Un-priced Bid)

Annexure -A1
(Page 1 of 1)

Tender No :

Bidder Experience/ Expertise Profile

Sr. No Item - * All the responses should be furnished along with
documentary evidence.

1

2.

3

4

5

Note: please attach details and other relevant documents

(Enclosed with Unpriced bid)

Tender No :

Declaration of Understanding of requirements

Item	Response
1. Participated in the pre-bid conference	
2. Bidder has studied the documents related to the work	

We hereby confirm that we have participated in the pre-bid conference and confirm that we understand the technicalities and functionalities and would be able to provide satisfactory service for the same .

Date

Signature

Technical Evaluation Criteria

The bidder 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 firm as per the following weightages assigned to each of the criteria.

Sr. No.	Criteria	Weightage
1	Past Experience of The firm <ul style="list-style-type: none"> • Number of years experience • Past Experience of studies/assignments of similar nature. • Past experience in carrying out studies/assignments in related sectors. • Studies/assignemnts carried out in India in the oil & gas sector. 	40% 15% 40% 20% 25%
2	Experience of Key Personnel. (No. and details of key personnel be given) <ul style="list-style-type: none"> • Qualifications • Relevant Experience 	40% 25% 75%
3	Financial Strength of the Bidder. <ul style="list-style-type: none"> • Turnover figure for Last three Years. • Net Profit Figure for Last three years • Net profit to turnover ratio 	20% 40% 40% 20%

- (ii) The short-listing shall be done for all the bidders who secure the minimum 50 marks. Bids of bidders failing to attain the threshold value on technical evaluation as above shall be returned.
- (iii) For eligibility :
- a. Number of years of experience – Minimum five years
 - b. Past experience of studies/assignments of similar nature – Minimum three i.e. computerisation in infrastructure or Energy sector
 - c. Past experience of studies/assignments in related sector – Minimum one i.e. with regulatory bodies in India.
 - d. Past experience of studies/assignments carried out in oil & gas sector in India - Minimum one
 - e. No of key personnel - minimum 50(qualified minimum graduates)
 - f. Qualification – How many - Phd(s)/Master's degree and others
 - g. Turnover – More than Rs. 500 Crore
 - h. Net Profit – More than Rs. 50 Crore

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 Bidder and the party of the first part has agreed, to provide the Computerisation services for various IT requirements to the Petroleum & Natural Gas Regulatory Board, 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 Petroleum & Natural Gas Regulatory 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 _____ commencing from _____
3. No TA/DA shall be admissible to the party of the first part for any journeys in connection with the consultancy assignment.
4. 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 Petroleum & Natural Gas Regulatory Board or by any other organisation, under the directions of the Petroleum & Natural Gas Regulatory Board. All such documents shall be the property of the Petroleum & Natural Gas Regulatory Board or any information that may have come to his knowledge directly or indirectly by virtue of the assignment
5. The party of the first part undertakes that this assignment shall not be in conflict with his prior or current obligation to other clients nor shall it place him in a position of not being able to carry out the assignments objectively and impartially
6. 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.

7. 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 Petroleum & Natural Gas Regulatory Board.

8. The payment of fee to the party of first part shall be made by the Petroleum & Natural Gas Regulatory 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 assignment.

9. The Petroleum & Natural Gas Regulatory Board reserves its right to foreclose, terminate or cancel the engagement of the Bidder 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 foreclose, termination or cancellation of the engagement as may be decided by the Petroleum & Natural Gas Regulatory Board, and the decision of the Petroleum & Natural Gas Regulatory Board shall be conclusive and binding. The remuneration so fixed and paid shall be deemed to be the final payment in such cases.

12. In respect of any matter for which no provision has been made in this agreement, the provisions contained in the general instructions of the Government on the subject of engagement of bidders shall apply.

In witness whereof the party of the first part and _____ to the Petroleum & Natural Gas Regulatory 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 _____

Signed by _____ the said to the Board for and on behalf of the Petroleum & Natural Gas Regulatory Board in the presence of _____

New Delhi

Dated:

For and on behalf of PNGRB

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 & Natural Gas Regulatory Board,
World Trade Centre, 1st Floor,
Barakhamba Lane, Babar Road, New Delhi – 110 001**
(Temporarily operating from SCOPE Minar, 8th Floor, Core – 2, Laxmi Nagar, Delhi – 110092)
Ph: 011 22010195 Fax: 011 22010200

In the event such written notice is not received at the aforementioned office within seven (7) days from the date of issue of the bidding document to the bidder, the bidding documents 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.