



**Petroleum and Natural Gas Regulatory Board**  
**1<sup>st</sup> Floor, WTC, New Delhi**

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

Tender No. **PNGRB/M(I)/CGD/OPEN/2008/03/01**

REQUEST FOR PROPOSAL/TENDER DOCUMENT  
FOR

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**Hiring services of consultants for processing applications for laying,  
building, operating or expanding City or Local Natural Gas Distribution  
(CGD) networks**

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**GOVERNMENT OF INDIA**

**New Delhi  
March 2008**

### **IMPORTANT NOTE**

**One copy of this tender document with all sections, has to be submitted duly signed and stamped on each page by the bidder or his authorised representative along with the un-priced bid, as an acceptance of all terms and conditions, formats and clauses mentioned in all the sections of this document.**

**This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.**

## **REQUEST FOR PROPOSAL/TENDER DOCUMENT**

### **Hiring services of Consultant for processing applications for laying, building, operating or expanding City or Local Natural Gas Distribution (CGD) networks**

As per Section 10(4) of PNGRB Act, 2006 the Board may appoint consultants required to assist in the discharge of its functions. Consultants are proposed to be engaged for executing specialized tasks for which skills are either currently not available within the staff of the Petroleum & Natural Gas Regulatory Board or where the nature of jobs is specific and time-bound. Keeping this in view it is felt necessary to engage Consultant for processing applications for laying, building, operating or expanding City or Local Natural Gas Distribution (CGD) networks. The details of the requirements are enumerated in the following sections.

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## **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 -11 0001 (temporarily operating from SCOPE Minar, Core-2, 8<sup>th</sup> Floor, Laxmi Nagar, Delhi – 110092) from the parties operating in India, including the foreign firms having their registered offices in India, for hiring Consultancy services for processing applications/proposals for laying, building, operating or expanding City or Local Natural Gas Distribution (CGD) networks received from entities or suo moto invited by the Board as per Regulations prepared by the Board on the same.
- 1.2 The bidders participating in the tender are advised to go through the Regulations for Authorising entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution networks as also the related regulations for exclusivity and for determination of network tariff for such networks. These regulations provide for the process of grant of authorization etc. The services of the consultant shall be required in selecting an entity for CGD networks through a bidding process.
- 1.3 The tender documents 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 Member (I), PNGRB, at 1st Floor, World Trade Centre, Barakhamba Lane, Babar Road, New Delhi -110 001 **on 11<sup>th</sup> April 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 The scope of work shall be as given at section 16.0 under Scope of Work.
- 1.7 Bidders are advised to provide the information sought in the exact format specified. Bids submitted otherwise are liable to be summarily rejected.
- 1.8 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, Consultant 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 29/04/2008** at the address mentioned at clause 2.3.
- 2.2 The un-priced bids will be opened at **3:00 pm on 29/04/2008.** 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, 8<sup>th</sup> Floor, Core-2, Laxmi Nagar, Delhi – 110092  
Telephone No. 011 22010195, fax No. 011 22010200**

**3. Opening of Bids by the Owner (PNGRB)**

3.1 The owner 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 consultant 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 consultant(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 Tender Process Section 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 will 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 bidder is not black listed by any Government Department/ Public Sector/PNGRB or any other statutory agency.
- d) Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted.
- 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) If the bid is not accompanied by all the above mentioned documents, the same would be rejected.
- g) 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.
- h) Consultants 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.

#### 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 company.
- 8.3 The Bidder should preferably have experience of dealing with entities in the area of City or local natural gas distribution networks and preferably should have provided consultancy services to atleast 1 such networks 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.25 Lakhs (Rupees twenty five lakhs) 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 correlation 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 three (03) 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.

## **10.0 Performance Bank Guarantee**

- 10.1 On receipt of the notification of award from PNGRB, the successful Bidder(s) within 14 days from the date of award of contract, shall furnish the Performance Bank Guarantee valid for 6 (four) 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% 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 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.

### **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 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 The services of the consultant will be required to assist the Board in selecting an entity for laying, building, operating or expanding a CGD network through the bidding route, in line with the Regulations notified by the Board for such networks, at the following stages :

- I. Examine the application/EOI and suggest to the Board whether to reject the proposal or to go ahead with public consultation process for firming up of authorized area.
- II. In the former case, suggest the reasons for rejection. In the latter case, draft the open advertisement.
- III. In case of a Suomotu proposal of the Board, consultant shall draft the open advertisement.
- IV. Compile comments and suggest firming up of authorized area
- V. Prepare bid document in line with the provisions under the regulations and prepare advertisement for inviting bids
- VI. Evaluate bids as per the bid selection criteria and in line with regulations
- VII. Recommendation on selection of entity on the basis of the evaluation or suggesting that no entity needs to be selected. In the latter case it may also suggest whether the Board should go in for re-bid.

16.2 The consultants are also expected to process the applications/proposals received from existing entities for laying, building, operating or expansion of CGD networks covering the following:

- I. Examining the proposals/preliminary assessment whether the entity meets the specified minimum eligibility criteria under the Regulations for such entities.
- II. Appraise the entity's Detailed Feasibility Report (DFR) in case it is not appraised by the financial institution funding the project.
- III. Give opinion that DFR is not prima-facie sub-optimal taking into account proposed geographical area, population coverage, infrastructure requirements, etc.
- IV. Assess whether the entity meets the specified criteria of the physical progress and financial commitment of at least 25% immediately before appointed day in line with the Regulations.
- V. Prepare the public notice inviting comments and objections to the proposal of the entity.
- VI. Based on the assessment made suggest the following alternatives to the Board:
  - i. Not consider the proposal for authorisation
  - ii. Consider authorizing for geographical area
    1. Actually covered till appointed day

2. As per DFR
  3. As may be specified by the Board.
- 16.3 The bidders shall quote the price for a group of 5 cities, 5-10 cities and more than 10 cities in case of new cities and per city and group of five cities for cities for existing cities.
- 16.4 The Board may decide to award works at clause 16.1 & 16.2 above to one or more entities.
- 16.5 The consultant shall carryout work complying with the Regulations, technical & safety standards, access code, affiliate code of conduct etc. notified by the Board for such networks.
- 16.6 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 consultant shall appoint a project manager with requisite skills 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 consultant, 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 consultant shall not be a binding on the PNGRB. Decision of PNGRB in this respect shall be final.
- 16.6 The consultant shall submit their recommendations to the Consultancy Evaluation Committee (CEC) constituted by PNGRB for the purpose, after examining the proposal suggesting further course of action after each stage sufficiently in advance so that the time line indicated under regulations are met, for taking approval of the competent authority in PNGRB.

## **SECTION III : SPECIAL CONDITIONS OF CONTRACT**

### **17. Application**

17.1 The Special Conditions of Contract (SCC) apply to PNGRB Tender for processing applications of CGD network. 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 Consultant (**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**)

### **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 consultant will be liable to be technically rejected.

18.2.3 Consultant's bids will be evaluated on the basis of the information supplied by the consultants 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 consultants.
- 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 consultant 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 separately for each category as mentioned at clause 16.1 and 16.2 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. 100/- Crore in one of the preceding three financial years i.e. 2004-2005/2005-2006/2006-07.
  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.

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 There will be **NO NEGOTIATION** regarding the financial bid.

18.4.5 Lowest Quoting Bidder will be selected as per the **Annexure-C2**.

18.4.6 PNGRB has option for matching the individual item rates, the rates, which are unreasonable/incredibly low/quoted by mistake, will **NOT** be considered.

18.4.7 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 consultants.

18.4.8 In case of large number of requirements for such consultants due to receipt of many applications/proposals, after finalization of LQ-1 Bidder, 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 consultants will be formed. If none of them agree to match the LQ-1 rates then LQ-1 shall be the sole consultant on the panel.

18.4.9 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 office 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. There will be a pre-Bid meeting Chaired by the concerned Member of PNGRB, with the Consultants as mentioned in the **Annexure-7** for any clarification regarding tender technical specifications and tender terms and conditions. PNGRB will not be bound to clarify any query after the pre-bid meeting. 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 for processing of applications to final recommendation shall be as specified under regulations pertaining to CGD networks.
- 26.2.2 The Board will have to adhere to the time frame as specified under these regulations.
- 26.2.3 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 consultant'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 consultant'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 PNGRB has the right to choose any subset of the tendered items for ordering.
- 28.2 In case Award Orders are placed on more than one consultant, the distribution of award orders shall be as decided by PNGRB.
- 28.3 For consultancy services, Award order will be placed on the selected consultant in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Award Order or an alert through e-mail for downloading the Award Order from PNGRB tender Section Web Site, whenever available.
- 28.4 Objection, if any, to the Award Order must be reported to concerned Section by the consultant within three (3) working days counted from the Date of Award Order for modifications, otherwise it is assumed that the

consultant has accepted the Award Order in toto. This is applicable in case of electronic publishing/delivery of Award Order also.

### **29.0 Pre-Start-up Activities**

- 29.1 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.
- 29.2 All travel and related expenses will be borne by the consultant.
- 29.3 The party must provide experience details about similar nature of work carried out in the past along with copy of relevant documents.

### **30.0 Sub-contracts**

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

### **31.0 Penalty Calculation Process**

- 31.1 Any unjustified and unacceptable delay beyond the schedule as per award order will render the consultant liable for penalty at the rate as mentioned in the **Annexure-13**.

### **32.0 Payment Process**

- 32.1 Payment will be made in the currency or currencies in which the Contract Price has been stated in the bid.
- 32.2 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.
- 32.3 A pre-receipted bill, inclusive of every thing and other relevant documents shall be submitted (five copies) by the consultant 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.
- 32.4 All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.

### **33.0 Books & Records**

- 33.1 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.

#### **34.0 Publicity & Advertising**

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

#### **35.0 Repeat Order**

**35.1** 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.

### **SECTION IV : GENERAL CONDITIONS OF CONTRACT**

#### **36.0 General Conditions**

- 36.1** 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.
- 36.2** In case the consultant 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 consultant besides debarring & Black listing the consultant concerned for at least 3 years, for further dealing in Govt. departments.
- 36.3** Any attempt by consultant to bring pressure towards PNGRB's decision making process, such consultants shall be disqualified for participation in the present tender and those consultant may be liable to be debarred from bidding for PNGRB tenders in future for a period of three years.
- 36.4** 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 consultants will be acceptable. Alterations, if any, in the tender bids should be attested properly by the consultant, failing which, the tender will be rejected.
- 36.5** Upon verification, evaluation/assessment, if in case any information furnished by the consultant is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- 36.6** No deviations from tender terms and conditions will be accepted. Any violation thereof will lead to the rejection of the bid.
- 36.7** **Indemnity:** The selected consultant 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.
- 36.8** **Termination for Insolvency:** PNGRB may at any time terminate the award order / contract by giving written notice of one weeks to the Consultant, without any compensation to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent.

- 36.9 PNGRB will not be responsible for any misinterpretation or wrong assumption by the consultant.
- 36.10 **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 awardee 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 awardee may at his option, terminate the contract.
- 36.11 Definition for default:
- a) Default is said to have occurred
- I. If the consultant fails to deliver any or all of the services within the time period(s) specified in the award order or any extension thereof granted by PNGRB.
- II. If the consultant fails to perform any other obligation(s) under the contract
- 36.15 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, consultant similar to the one from the parties who have applied earlier and the defaulting consultant 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.

### **37 Arbitration:**

- 37.1 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.
- 37.2 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.
- 37.3 Venue and jurisdiction for any essential arbitration shall be New Delhi.
- 37.4 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.
- 37.5 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.
- 37.6 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.
- 37.7 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.

### **38 Applicable Law**

- 38.1 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.
- 38.2 All disputes in this connection shall be settled in Delhi jurisdiction only.
- 38.3 PNGRB reserves the right to cancel this tender or modify the requirement.
- 38.4 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 consultants to be kept informed about it.
- 38.5 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.

### **39.0 Corrupt or Fraudulent Practices**

- 39.1 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**

<b><u>Sr. No</u></b>	<b><u>Item</u></b>	<b><u>Response of Bidder</u></b>
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 consultancy services	:
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	
10	Indicate geographical area where worked in the last 2 Years. Documentary proof for the same to be attached.	
11	Whether Worked with Govt Departments / PSUs. Proof of same to be attached.	

**(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 **processing applications for laying, building, operating or expanding City Gas Distribution (CGD) networks** ,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 **processing applications for laying, building, operating or expanding of City Gas Distribution (CGD) networks** offered to us within implementation schedule mentioned in our techno commercial offer. If our bid is accepted we will obtain the 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 **processing applications for laying, building, operating or expanding City or Local Natural Gas Distribution (CGD) networks**

<b>Item</b>	<b>Time Period for completion in days</b>
<b>1.</b>	
<b>2.</b>	
<b>3.</b>	
<b>4.</b>	
<b>5.</b>	

**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)**

<b>S.No.</b>	<b>Name</b>	<b>Designation</b>
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

**Times Schedule for Receipt, Submission and opening of Tender**

ITEM	Date and time
Pre Bid Meeting	<b>On 11<sup>th</sup> April 2008 at 10:30 hours.</b>
Bid Submission	<b>up-to 2:30 pm of 29/04/2008</b>
Bid Opening - un-priced	<b>3:00 pm on 29/04/2008</b>
Price Bid Opening	To be informed

(Enclose With Un-Priced Bid)

**Annexure- 8**

Tender No : .....

(Page 1 of 1)

**Checklist**

<b>Sr. No.</b>	<b>Item</b>	<b>Check Yes / No</b>
1.	Bidder's particulars furnished as per <b>Annexures-1</b>	Yes/No
2.	Have you furnished Bid Form ( <b>Annexure -2</b> ) ?	Yes/No
3.	Have you completed <b>Annexure -3</b>	Yes/No
4.	Have you filled in <b>Annexure-4</b> -indicating clearly deviations from tender terms and conditions?	Yes/No
5.	Have you completed <b>Annexure-5</b> ?	Yes/No
6.	Have you seen the List of Members of PNGRB- <b>Annexure-6</b>	Yes/No
7.	Have you filled the <b>Annexure 7</b>	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 <b>Annexure C2</b>	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 <b>Annexure (A1)</b>	Yes / No
12.	Have you Submitted <b>Annexure (A2)</b>	Yes / No
13.	Have you understood clearly <b>Annexure (T1)</b>	Yes / No
14.	Have you read and understood clearly <b>Annexure (W)</b>	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 "Consultant" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the work of -----by issue of OWNER Order No.\_\_\_\_\_dated\_\_\_\_\_and the same having been accepted by the consultant resulting into CONTRACT for ----- as per above referred Order having a total value of \_\_\_\_\_for the work of -----and the consultant having agreed to provide a Contract Performance guarantee for faithful performance of the aforementioned Contract to Owner.

We (bank) \_\_\_\_\_having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER on demand any and all moneys payable by the consultant to the extent of 10%(ten percent) of the Contract Prices as aforesaid at any time up to \_\_\_\_\_ without a reference to the consultant. Any such demand made by OWNER on bank shall be inclusive and binding notwithstanding any difference between OWNER and consultant discharges this guarantee. OWNER and consultant or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of 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 consultant of the afore mentioned CONTRACT, OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against consultant, and to exercise the same at any time in any

manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER and consultant 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 consultant and notwithstanding any security or other guarantee that OWNER may have in relation to the consultant's liabilities.

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

This guarantee is valid until the \_\_\_\_\_day of \_\_\_\_\_200

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

Dated The \_\_\_\_\_day of \_\_\_\_\_200

WITNESS:

(SIGNATURE) (SIGNATURE)

BANK 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	Qualification	Experience	Special Achievement

We confirm that the above mentioned officials shall be working for the assignment for which the bid is being submitted.

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. Profits 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**

<b>Item</b>	<b>Response</b>
<b>1. Participated in the pre-bid conference</b>	
<b>2. Consultant has studied the documents related to the work and the Regulations for networks</b>	

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 consultants will be evaluated based on their past experience of handling similar types of jobs, strength of their man power and technical & financial strength of the 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"> <li>• Number of years experience</li> <li>• Past Experience of studies/assignments of similar nature.</li> <li>• Past experience in carrying out studies/assignments in related sectors.</li> <li>• Studies/assignemnts carried out in India in the oil &amp; gas sector.</li> </ul>	<b>40%</b> 15% 40% 20% 25%
2	Experience of Key Personnel. (No. and details of key personnel be given) <ul style="list-style-type: none"> <li>• Qualifications</li> <li>• Relevant Experience</li> </ul>	<b>40%</b> 25% 75%
3	Financial Strength of the Consultant. <ul style="list-style-type: none"> <li>• Turnover figure for Last three Years.</li> <li>• Net Profit Figure for Last three years</li> <li>• Net profit to turnover ratio</li> </ul>	<b>20%</b> 40% 40% 20%

- (i) The short-listing shall be done for all the consultants who secure the minimum 50 marks.
- (ii) For eligibility :
- a. Number of years of experience – Minimum ten years
  - b. Past experience of studies/assignments of similar nature – Minimum five i.e. consultancy in infrastructure sector
  - c. Past experience of studies/assignments in related sector – Minimum three i.e. in energy sector
  - d. Past experience of studies/assignments carried out in oil & gas sector in India - Minimum one
  - e. No of key personnels - minimum 50(qualified minimum graduates)
  - f. Qualification – How many - Phd(s)/Master's degree and others
  - g. Turnover – More than Rs. 100 Crore
  - h. Net Profit – More than Rs. 10 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 Consultant and the party of the first part has agreed, to provide the consultancy services 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 Consultant 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 consultants 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, 8<sup>th</sup> 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.