



Petroleum & Natural Gas
Regulatory Board, India

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

Tender No. PNGRB/ INFRA/BID-EVALUATION/CGD-PL/2014/01

TENDER DOCUMENT

**Hiring of Consultants for evaluation of Bids for grant of
authorization to lay, build, operate or expand City or Local Natural
Gas Distribution Networks, Natural Gas Pipelines and Petroleum &
Petroleum Products Pipelines**

New Delhi

July-2014

CONTENTS

SECTION I

INSTRUCTIONS TO BIDDERS

S.No	Particulars	Page No.
1)	General Instructions	4-5
2)	Clarification of Bidding	5
3)	Amendment of Bidding Document	5
4)	Tender Schedules	5-6
5)	Procedure for submission of bids	6
6)	Bid rates/prices	6
7)	Last Date for submission of bid	6-7
8)	Opening of bids	7
9)	PNGRB's right to accept any bid & to reject any or all bids	7
10)	Language of Bids	7
11)	Eligible Bidders	7-9
12)	Terms & conditions of Bidder	9
13)	Earnest Money Deposit (EMD)	9-10
14)	Bid Evaluation	10
15)	Bid currencies & Payment Terms	10-11
16)	Period of validity of bids	11

SECTION II

SCOPE OF WORK

17)	Scope of Work	12-14
18)	Duration of Assignments, deliverables, Payment terms and other issues	14-16

SECTION III

GENERAL CONDITIONS OF CONTRACT

19)	Award of Contract	17
20)	Performance Bank Guarantee	17
21)	Sub-contracts	17
22)	Publicity & Advertising	17
23)	Furnishing incorrect Information	18
24)	Termination for Insolvency	18
25)	Force Majeure	18
26)	Default	18
27)	Arbitration	18-19
28)	Applicable Law	19
29)	Documents comprising the bid	19-20
30)	Annexures	20

SECTION IV**ANNEXURES**

Annexure –1	Bidders Particulars	21-22
Annexure – 2	Bid Form	23
Annexure –3	Information regarding Directors	24
Annexure – 4	Information about Members of PNGRB	25
Annexure – 5	Time schedule for receipt, submission & opening of tender	26
Annexure – 6	Checklist	27
Annexure – 7	Performance Bank Guarantee	28-29
Annexure – 8	Letter of Authority for attending bid opening meetings	30
Annexure – 9	Determination of Penalty	31
Annexure –10	Price Bid Form	32

SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

Introduction

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

PNGRB authorizes entities for laying, building, operating or expanding City Gas Distribution networks/Natural Gas Pipelines/Petroleum and Petroleum Products Pipelines under regulation 4 of the PNGRB (Authorizing Entities to Lay, Build, Operate or Expand City Gas or Local Natural Gas Distribution Networks) Regulations, 2008, the PNGRB (Authorizing Entities to Lay, Build, Operate or Expand Natural Gas Pipelines) Regulations, 2008 & the PNGRB (Authorizing Entities to Lay, Build, Operate or Expand Petroleum and Petroleum Products Pipelines) Regulations, 2010 respectively . The technical & financial bids that will be submitted by the entities in respect of these CGD networks/pipelines would be required to be analyzed in detail in line with the provisions specified in the relevant Regulations and application-cum-bid document for that purpose before the CGD networks/pipelines are approved and authorized by the Board.

1. General Instructions

1.1. Tender Fee :

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

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

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

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

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

- 1.6. The bid must include the name and place of business of the firm/ company making the bid and must be signed and sealed by the authorised signatory of the bidder with his usual signature on each page. Full details of the entity along with names of the Partners/ Directors etc. shall be furnished.
- 1.7. Bids not conforming to the above requirements may be disqualified. Bidders shall also furnish information required in Annexure 1, 2 & 4 and conform to the checklist given at Annexure 6.
- 1.8. The bidder shall bear all costs associated with the preparation, submission of the bid and travel etc. PNGRB in no case be held responsible or liable for any costs, regardless of the outcome of the bidding process.

2. Clarification of Bidding

A prospective bidder requiring any clarification of the Bidding Documents may notify PNGRB in writing or by fax giving details of the clarification sought. PNGRB may respond in writing to any request for clarification, which it receives not later than 10 days prior to the deadline for the submission of bids. Written copies of PNGRB's response (including an explanation of the query but without identifying the source of the query) may be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but not received by the PNGRB, ten days prior to the bid due date is liable to be considered as no clarification/information required.

3. Amendment of Bidding Documents

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

4. Tender Schedules

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

- 4.2. The address for all future communications will be :
- Secretary, Petroleum & Natural Gas Regulatory Board,
1st Floor, World Trade Centre,
Babar Road, New Delhi -11 0001**

5. Procedure for submission of Bids

- 5.1. The Bids shall be submitted in a sealed cover which must contain two separate sealed envelopes comprising "Un-priced Bid" and "Priced Bid", super-scribing the wording "Un-priced Bid" and "Price Bid" respectively. Rates/prices should not be indicated in the Un-priced part of the Bid. The Price bid shall include only the Bid Form enclosed at Annexure 10 and no other document. All the covers must mandatorily mention the tender number.
- 5.2. On the day of bid opening, only the un-priced bids of the bidders shall be opened. Price bid of technically qualified bidder shall be opened at a later date with prior intimation to such bidders. Bidders may be required to attend price bid opening at a notice of 48 hours.
- 5.3. Each copy of the tender response shall be a complete document and must be bound as a volume. Different copies shall be bounded separately and marked distinctively.
- 5.4. The bid shall contain no erasures or overwriting except as necessary to correct errors made by the Bidder. Erasures or other changes, if unavoidable, in the bid documents shall be done neatly by cutting the words or lines over the initials of the person signing the bid else it will be out rightly rejected. Bids with overwriting or erasure by using the White or any other colour fluid are liable to be rejected.

6. Bid Rates/ Prices

- 6.1. The rates quoted by the Bidders shall be inclusive of all taxes, duties, royalties etc., as prevailing on the date of tender submission and shall remain firm and fixed during the bidder's performance of the contract. The taxes, duties, royalties etc. shall be indicated separately. A bid submitted with an adjustable price quotation will be rejected. Only the subsequent variations in statutory taxes shall be payable/ recoverable in case they are changed as per Government orders. The rates quoted shall include all obligations towards usage of proprietary tools by the vendor for carrying out the assignment.
- 6.2. The work shall be performed at PNGRB's office. All expenses on account of travelling, in case it is desired for carrying out the assignment, shall be borne by the vendor.
- 6.3. The bidder(s) shall quote his rate for each item in figures and words as per the Price Schedule at Annexure 10. In case of any discrepancy, the rates quoted mentioned in words shall prevail.
- 6.4. The rates shall not be quoted in more than two decimal places. In case of more, only figures up to two decimal points without any round-off shall be considered for the purpose of bid evaluation

7. Last Date for Submission of Bid

- 7.1. Bids must be submitted not later than the date and time specified at Annexure 5. The Board shall not be responsible for any postal delays. The bidder will not be allowed to modify or withdraw his bid after the bid's submission.

- 7.2. The PNGRB may, at its discretion, on giving reasonable notice by fax or any communication to all prospective bidders who have been issued the bid documents, extend the last date for the submission of bids in which case all rights and obligations of the PNGRB and the bidders, previously subject to the bid due date, shall thereafter be subject to the deadline as extended.

8. Opening of Bids

- 8.1. PNGRB will open the un-priced bids in the presence of bidder's representatives who may choose to attend the opening of un-priced bids on the date and time as mentioned above. Representatives who are present shall sign a register evidencing their attendance. The bidder's representative shall furnish a letter of authority from their principals to attend the bid opening as per Annexure 8.

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

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

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

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

10. Language of the Bid

- 10.1. The bid submitted by the bidder as well as all correspondence/ drawings and documents relating to the bid shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.
- 10.2. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by local Chamber of Commerce shall be submitted by the Bidder.

11. Eligible Bidders

11.1. Bidders Qualification Criteria :

The consultants will be evaluated based on their past experience of handling similar types of jobs, strength of their man power and technical & financial strength of the entity as per the methodology suggested in Petroleum & Natural Gas Regulatory Board (Appointment of Consultants) Regulations, 2007.

Following is the minimum eligibility criteria for selection of consultant:

- a. **Number of years of experience**- Minimum 10 years.
- b. **Past experience of studies/assignments of similar nature**- Minimum 2 i.e. consultancy in infrastructure sector preferably downstream hydrocarbon sector.
- c. **Past experience of studies/assignments in related sector**- Minimum 1 i.e. consultancy in energy sector.
- d. **Past experience of studies/assignments carried out in Oil & Gas sector in India**- Minimum 1 i.e. consultancy in Oil & Gas sector.
- e. **No. of Key personnel**- Minimum 50 technical staff on the permanent roll.
- f. **Qualification**- At least 40% should be holding graduate degree in engineering & 25% should be postgraduate in engineering/PhD.
- g. **Turnover**- Minimum Rs. 25 crores in any one year in last 3 financial years.
- h. **Net Profit**- Should be positive in each of the last 3 financial years
- i. The bidder must be an Indian firm/ Company/ Organization registered under Companies Act 1956 or Societies Registration Act 1860.
- j. The bidder must have successfully completed at least one project of similar nature in downstream hydrocarbon sector in India of the value not less than Rs. 10 lacs under a single work order in the past 3 years, counted from the date of bid opening.

11.2. For the purposes of above Clause similar assignments/ relevant experience will include providing consultancy services in infrastructure development projects in Energy sector preferably in Oil & Gas sector. **Technical bids shall be evaluated by applying Pass-Fail criteria for qualification of consultant by the Consultancy Evaluation Committee (CEC) constituted by PNGRB for the purpose.**

11.3. Following documents are to be furnished by the bidder :

- a) EMD as stated under Clause 13
- b) Full address of the registered office and established office in Delhi/ NCR, if any.
- c) Articles of Memorandum of Association or Partnership Deed or proprietorship deed as the case may be.
- d) Registration certificate under the Companies Act 1956.
- e) Audited balance sheets for the last 3 Financial Years (2010-11, 2011-12, 2012-13) clearly indicating turnover.
- f) Proof of completion of projects as stated in Clause 11.1 (a) to (d) with details of order no. & date scope of work, order value, customer name, project start and end date and completion certificates from clients. Contact details of officer concerned of each client must be furnished for verification purposes.
- g) Copies of work orders & completion certificates for work completed in the last 10 years stating the scope of work to confirm minimum relevant experience.
- h) Statement of the Director of the company duly certified by the company's Chartered Accountant giving break-up of technical and non-technical staff establishing minimum 50 technical staff shall be required to be submitted.

11.4. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorised signatory of the bidder.

Documentary proof for financial criteria must also be signed by a chartered accountant. If the bid is not accompanied by all the required documents, the same would be summarily rejected.

- 11.5. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted.
- 11.6. The bidder should not be black listed by any Government Department/ Public Sector/PNGRB/Statutory Authority etc. A specific undertaking to this effect must be submitted by the bidder.
- 11.7. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances. However, PNGRB reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.

12. Terms and Conditions of Bidder

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

13. Earnest Money Deposit (EMD)

- 13.1. The bidder shall furnish, as a part of its bid, an EMD of Rs. 1,00,000/- (Rupees One Lakh only) by Demand Draft/Pay order drawn on any Nationalized/ Scheduled Bank in favour of Petroleum & Natural Gas Regulatory Board, payable at New Delhi. No Bank Guarantee towards EMD will be acceptable.
- 13.2. The EMD is required to protect PNGRB against the risk of Bidder's conduct, which may warrant the EMD forfeiture.
- 13.3. PNGRB shall not be liable to pay any bank charges, commission or interest etc., on the amount of EMD deposit.
- 13.4. Bids received without the EMD shall be summarily rejected. The Earnest Money Deposit without any interest accrued will be refunded as follows:
 - 13.4.1. In the case of those Bidders who fail to qualify the eligibility criteria, and whose technical bids do not qualify, the EMD will be refunded without any interest accrued within two months (60 days) of the opening of tender by PNGRB.
 - 13.4.2. In the case of those Bidders who are technically qualified but do not get finally empanelled, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within two months (60 days) of the opening of tender by PNGRB.
 - 13.4.3. In case of successful empanelled bidders accepting the Order and furnishing the Contract Performance Guarantee.
 - 13.4.4. The EMD shall be forfeited :
 - A) If a bidder withdraws his bid during the period of bid process.

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

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

14. Bid Evaluation :

14.1 This being a rate contract, the price bid will be evaluated on the basis of the total rate quoted by the bidder on lump sum basis which shall be all inclusive and as per the following procedure:

- a) After opening of the price bid, a ranking list of consultants shall be made on the ascending order of their rates received against each Part-A & B. In case, same rates are quoted by two or more bidders, the bidder with higher number of assignments done in each part in Oil & Gas sector shall be preferred in the list made above.
- b) The lowest lump sum rate against each Part-A & B shall mean the lowest total rate quoted by the L-1 party for that part. The consultant who has submitted the lowest lump sum rate shall be selected for respective Part of the work.
- c) In case of more bid evaluation works for CGD projects/pipeline projects by the PNGRB, Lowest lump sum rate shall be offered to the required number of technically qualified parties serially in the ascending order of their position in that ranking list. The party agreeing to execute the work at the offered rate shall be awarded the work. Parties not accepting the offered rates shall not be considered for award of work and the next party in the ranking list shall be offered the rates. This process shall continue till the required numbers of parties have accepted the offered rates. PNGRB may award the assignment to the selected consultants at its discretion on lowest lump sum rates.
- d) At any given point of time no consultancy firm shall be awarded more than two consultancy assignments in PNGRB. In case any particular consultancy firm is L-1 in more than two consultancy assignments, then the decision of the Board shall be final for awarding any two consultancy assignments to that particular firm. No representation or communication shall be entertained in this respect by the Board from any of the participating consultancy firm.

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

15. Bid Currencies & Payment Terms

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

- b) 90% of the payment shall be released to the bidder after completion of all deliverables for a CGD project/ pipeline project for which the bids would be received by PNGRB as per the PNGRB (Authorizing Entities to Lay, Build, Operate or Expand City Gas or Local Natural Gas Distribution Networks) Regulations, 2008, the PNGRB (Authorizing Entities to Lay, Build, Operate or Expand Natural Gas Pipelines) Regulations, 2008 & the PNGRB (Authorizing Entities to Lay, Build, Operate or Expand Petroleum and Petroleum Products Pipelines) Regulations, 2010 respectively .Balance 10% shall be released as per the provision specified in clause no. 18(p) of this tender document. All payments shall be made subject to deduction of TDS as per current Income Tax Act.

16. Period of Validity of Bids

Bids shall remain valid for 180 days from the date of bid opening prescribed by the PNGRB. A bid valid for a shorter period is liable to be rejected by the PNGRB.

SAMPLE

SECTION II: SCOPE OF WORK /DURATION OF ASSIGNMENT, DELIVERABLES AND OTHER ISSUES

17. Scope of Work : Scope of work has been divided in to two parts i.e. Part-A & Part-B having following details:

PART-A

“Providing services in evaluation of technical & financial bids submitted by the bidding entities for various CGD network projects”

(A-1) The detailed scope of work is as under:

- a) Evaluation & Analysis of the technical bids submitted by the bidding entities in line with the relevant provisions of the PNGRB regulations & application-cum-bid document. Deviations if any may be clearly brought out.
- b) Suggesting the eligible entities 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 with justifications.
- c) Evaluation & Analysis of the financial bids submitted by the technically qualified bidding entities in line with the relevant provisions of PNGRB Regulations & application-cum-bid document and recommend eligible entity on the basis of the evaluation or suggesting that no entity needs to be selected.
- d) Any other area that may emerge in the course of the bidding process having a bearing on the analysis of the bids which may be referred by the Board during the pendency of the assignment.

(A-2) The deliverables as mentioned in (A-1) above should be based on study and analysis of the following:

- (a) Application of knowledge of issues in capitalization in large infrastructure projects in the downstream hydrocarbon sector, especially in the City or Local Natural Gas Distribution Networks;
- (b) Awareness of the complexities involved in operations of City or Local Natural Gas Distribution Networks, such as, operating pressure, contractual commitments, design and installed capacity issues, gas co-mingling, access issues, compliance to technical and safety requirements, etc.;
- (c) Ability to assimilate inputs from other functional experts (including seeking clarifications as and when required) on technology, technical and operational issues relevant in authorization for City or Local Natural Gas Distribution Networks operating in India or abroad.

PART-B

“Providing services in evaluation of technical & financial bids submitted by the bidding entities for various Natural Gas Pipeline Projects and Petroleum and Petroleum Products Projects”

(B-1) The detailed scope of work is as under:

- a) Evaluation & Analysis of the technical bids submitted by the bidders in line with the relevant provisions of the PNGRB Regulations & application-cum-bid document. Consultant shall clearly indicate eligibility of the bidder under various clauses as per relevant regulations. Deviations if any shall also be brought out clearly.
- b) Suggesting the eligible entities 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 or not.
- c) Evaluation & Analysis of the financial bids submitted by the technically qualified bidding entities in line with the relevant provisions of the PNGRB Regulations & application-cum-bid document. Recommend eligible entity in the order of their ranking indicating the reasonableness of the parameters considered by the bidder in their bid in terms of its practically achieving the same.
- d) Complete analysis of the Feasibility Report (FR) submitted along with the technical bid considering the revenue/expenditure streams & financing pattern taking in to the account design and operating parameters as well as established trade practices followed in laying, building, operating or expanding the natural gas pipeline/petroleum and petroleum products pipeline. Recommendation regarding acceptability of the FR shall be given by the consultant.
- e) Any other area that may emerge in the course of the bidding process having a bearing on the analysis of the bids which may be referred by the Board during the pendency of the assignment.

(B-2) The deliverables as mentioned in (B-1) above should be based on study and analysis of the following:

- (a) Application of knowledge of issues in capitalization in large infrastructure projects in the downstream hydrocarbon sector, especially in the transmission and distribution of natural gas/ petroleum and petroleum products through pipelines;
- (b) Awareness of the complexities involved in operations of natural gas pipelines/ petroleum and petroleum products pipelines, such as, operating pressure, contractual

commitments, design and installed capacity issues, maximum achievable capacity, gas co-mingling/product mixing, batch formation, access issues, compliance to technical and safety requirements, etc.;

- (c) Ability to assimilate inputs from other functional experts (including seeking clarifications as and when required) on technology, technical and operational issues relevant in authorization for natural gas pipelines/ petroleum and petroleum products pipelines operating in India or abroad.

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

- a) Technical evaluation shall be done within 20 days from the date of handing over the technical documents to the consultant after opening of technical bids. The Consultant shall be required to provide analysis report to the Board after verifying the technical bids submitted and clearly recommend for the bidders qualified for opening of the financial bid. The consultant shall be guided by such instructions as may be issued in writing by the PNGRB from time to time.
- b) Final financial bid evaluations and recommendation within 3 days of opening of financial bids. The Consultant shall be required to provide analysis report to the PNGRB after verifying the financial bids submitted and clearly recommend the selected bidder. The consultant shall be guided by such instructions as may be issued in writing by the PNGRB from time to time
- c) At the conclusion of the each assignment mentioned above, the Consultant would be required to submit a detailed report on the analysis of the technical & financial bids covering inter alia the methodology followed and bringing out all the relevant facts and figures, assumptions, basis, etc. as may be required to establish that the analysis is accurate and fair and comply with respect to the relevant regulations of PNGRB.
- d) The consultant shall submit their recommendations to the Consultancy Evaluation Committee constituted by PNGRB for the bidding process of authorization for concerned CGD project/pipeline project, 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.
- e) The recommendation of the consultant shall not be binding on the PNGRB. Decision of PNGRB in this respect shall be final.

- f) During the process of examination of the technical/financial bids, the Consultant would also be required to bring out such issues to the notice of the Board on which expert technical inputs may be necessary for arriving at an accurate and fair basis for authorization. Similarly, the Consultant would also consider the technical inputs provided by the Board.
- g) The consultant shall depute experienced professionals (minimum 5 years experience in Project appraisal and feasibility report preparation for downstream hydrocarbon sector). The consultant will ensure that adequate numbers of personnel are deployed for the assignment, possessing the required skills in the relevant fields.
- h) The consultant shall appoint a project manager with requisite skills for the assignment.
- i) The consultant is expected to maintain absolute confidentiality of the data or any information that may be made available during the analysis exercise and follow the concept of maintaining “Chinese walls” so as to avoid any conflict of interest.
- j) During the period of assignment, the consultant shall not take up any assignment related to the work assigned by the PNGRB and in case some related assignment has been carried out by the consultant for any interested party then complete “firewall” shall be maintained by the consultant w.r.t assignment by the PNGRB.
- k) The consultant shall deal with the Board directly and make formal requests to the Board only for making available the data or explanations/ clarifications as may be required during the analysis exercise. The Board while taking into consideration the relevance of the requirements and the need to protect the confidentiality of the data or information may formally share the same with the consultant. The decision of the Board shall be final with regard to its decision to either provide in full or in part or not to provide any subsequent data or information and the consultant shall have the right to use such disclaimers as he may deem to be fit in the final report.
- l) Any unjustified and unacceptable delay beyond the schedule as per work order will render the vendor liable to pay liquidated damages/ penalty at the rate as mentioned in the Annexure 9 subject to a maximum of 10 % of individual work order value.
- m) Initially rate contract shall be valid for 2 years. PNGRB shall have the option to extend the rate contract at the same T&C and rates for a further period of one year with mutual consent of empanelled consultants.
- n) In case the quality of job assigned to the consultant is not up to the satisfaction of PNGRB, the deputed personnel shall be replaced within 3 working days.

o) The selected consultant shall ensure that the personnel assigned for the work maintains the confidentiality. In no way the information shall be revealed to any unauthorized personnel/person.

p) PAYMENT TERMS:

(i) 60% within 15 days after submission of report on Technical evaluation.

(ii) 30% within 15 days after submission of final recommendation after opening of financial bid.

(iii) 10% after final acceptance and Grant of authorization by PNGRB. In case due to some unforeseen reasons, PNGRB is not able to issue Grant of Authorization, the same shall be paid within 60 days of final recommendation after opening of financial bid.

SAMPLE

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

19. Award of Contract

- 19.1. After selection of the successful bidder(s), PNGRB will notify the successful bidder(s) in writing about acceptance of their bids.
- 19.2. Individual work orders shall be placed against the contract during its currency for CGD network/Natural Gas Pipeline/ Petroleum and Petroleum Products Pipeline as and when these are taken up for authorisation by PNGRB.
- 19.3. The successful bidders shall be required to perform the complete assignment in the office of PNGRB only. Equipments & tools like hardware and software required for performing the assignment shall be of the selected bidder only.

20. Performance Bank Guarantee

- 20.1. On receipt of the notification of award from PNGRB, the successful Bidder(s) within 14 days from the date of award of contract, shall furnish the Performance Bank Guarantee valid for 180 days from a scheduled bank located in Delhi/NCR, India (including an Indian branch of a foreign bank), equivalent to 10% of the Lowest lump sum rate quoted by L-1 bidder for respective part, in the Performance Bank Guarantee (PBG) format prescribed at Annexure 7.
- 20.2. Failure of the successful bidder to comply with the requirement and conditions of the tender/ contract at any stage of work shall constitute a default and sufficient grounds for the annulment of the award, in which case PNGRB may award the contract to the next lowest evaluated bidder or call for new bids at the risk and cost of the successful bidder, besides initiating legal action as per rules/laws and debaring & black listing the bidder for at least 3 years, for further dealing in Govt. Departments/Statutory bodies.
- 20.3. The Performance Bank Guarantee shall be extended for such further period or periods as may be necessary to cover the defect liability period of 6 months after the actual date of completion of work as per contract in respect of any defective work rendered or re-performed.

21. Sub-contracts

The successful bidder viz. 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.

22. Publicity & Advertising

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

23. Furnishing Incorrect Information

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

24. Termination for Insolvency:

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

25. Force Majeure:

Force Majeure shall mean and be limited to the following:

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

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

26. Default :

Default shall be said to have occurred:

- 26.1. If the consultant fails to deliver any or all of the services within the time period(s) specified in the award order or any extension thereof granted by PNGRB.
- 26.2. If the consultant fails to perform any other obligation(s) under the contract
- 26.3. If the consultant, in either of the above circumstances, does not take remedial steps within a period of 7 days after receipt of the default notice from PNGRB (or takes longer period in spite of what PNGRB may authorize in writing), PNGRB may terminate the contract in whole or in part. In addition to above, PNGRB may at its discretion also take the following actions:

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

27. Arbitration:

- 27.1. In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of contract) except as to any of the accepted matters, provided hereunder, the parties hereto, shall first endeavour to settle such disputes of differences amicably.

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

28. Applicable Law

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

29. Documents Comprising the Bids

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

- a) UN-PRICED BID (Part –I) to be filled on the format sheets provided in the Tender Document.
- b) Bidders Particulars (Annexure- 1)·
- c) Bid Form (Annexure-2)·
- d) Information about Members of PNGRB (Annexure- 3)·
- e) Information regarding Directors (Annexure -4)·
- f) Time Schedule for receipt, submission and opening of tender (Annexure-5)·
- g) Check List (Annexure-6)·
- h) Performance Bank Guarantee format (Annexure-7)·
- i) Letter of Authority for attending bid opening (Annexure – 8)·
- j) Determination of Penalty (Annexure-9)
- k) PRICE BID : Price Bid Form (Anexure-10)

30. Annexures:

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

SAMPLE

(Enclose with Un-priced Bid)

Tender No: PNGRB/ INFRA/BID-EVALUATION/CGD-PL/2014/01

Bidder Particulars

1. Bidder Serial Number Allotted on Tender Document:

2. Name of the Bidder :

3. a) Address of the Bidder :

b) Registered address of the Bidder:

c) Year of Establishment :

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

(Attach documentary proof of registration under Indian Companies Act and Articles of Association etc)

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

Telephone :
Mobile :
E-mail :
Fax :

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

Telephone :
Mobile :
E-mail :
Fax :

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

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

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

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

9. a) Total Number of Employees on Payroll along with statement of the Director of the company as per clause 11.2(b) of ITB:
- b) Attach list of technical staff & their designation (minimum 50):
- c) Attach profile of the team members proposed for this project. :
10. Attach details of relevant projects experience as per clause 11.1 & 11.2 of ITB
13. We undertake that we are not debarred / blacklisted by any Govt. Department/Public Sector/PNGRB/Statutory Authority etc.

Signature

Name

Designation

Company Address

Date

Company Seal

Annexure –2

(Enclose with Un-Priced Bid)

Tender No: PNGRB/ INFRA/BID-EVALUATION/CGD-PL/2014/01

Bid Form

Date :

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

Sir,

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

We undertake, if our bid is accepted, to provide consultancy services as per scope of work within implementation schedule mentioned in the tender document. If our bid is accepted we will furnish a performance Guarantee from a Scheduled bank as per Clause No. 20.1 of the bid that will remain valid till months (.....months guarantee period plus months claim period) after the expected scheduled date of completion of work as per the Contract.

We agree to abide by the validity period of 180 days from the date fixed for bid opening under Section I of the Invitation to Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated _____ day of _____ 20_____

Signature & Seal

 (in the Capacity of)
 Only Authorized to sign bid for an on behalf of

Annexure-3

Tender No: PNGRB/ INFRA/BID-EVALUATION/CGD-PL/2014/01

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

S. No.	Name	Designation
1.	Shri S. Krishnan	Chairperson
2.	Shri P.K. Bishnoi	Member
3.	Shri K.K. Jha	Member
4.	Shri Subhash Chandra	Member(Legal)
5.	Dr. Basudev Mohanty	Member

Annexure- 4

(Enclose With Un-Priced Bid)

Tender No: PNGRB/ INFRA/BID-EVALUATION/CGD-PL/2014/01

Information regarding Directors

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

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

Signature of Bidder _____

Name _____

Address _____

Date: _____

Place: _____

Annexure-5

Tender No: PNGRB/ INFRA/BID-EVALUATION/CGD-PL/2014/01

Schedule for Receipt, Submission and opening of Tender

S.No	Item	Date & Time
(i)	Date of Start of sale of Bid Document	16 th , July 2014 (11:00 hrs)
(iii)	Last date of sale of Bid Document	6 th August, 2014 (by 15:00 hrs)
(iv)	Bid Submission	7 th August, 2014 (11:00 hrs)
(v)	Bid Opening - Un-priced	7 th August, 2014 (15:00 hrs)

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

(Enclose With Un-Priced Bid)

Tender No: PNGRB/ INFRA/BID-EVALUATION/CGD-PL/2014/01

Checklist

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

(Enclose with Un-priced Bid)**Tender No: PNGRB/ INFRA/BID-EVALUATION/CGD-PL/2014/01****PERFORMANCE BANK GUARANTEE
(PERFORMANCE SECURITY) - UNCONDITIONAL
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

REF.

Bank Guarantee No.:

Date:

To

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

Dear Sirs,

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

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

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

This guarantee is valid until the _____ day of _____ 20..

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 _____ 20...

WITNESS:

(SIGNATURE) (SIGNATURE)
BANK SEAL

(NAME)

STAMP (NAME)

(OFFICIAL SEAL) Designation with bank stamp

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

Date:

Annexure-8

(Enclose With Un-Priced Bid)

Tender No: PNGRB/ INFRA/BID-EVALUATION/CGD-PL/2014/01

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

No.

Date :

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

Attn:

Dear Sirs,

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

1. Name & Designation..... Signature.....

2. Name & Designation..... Signature.....

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

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

Note:

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

Annexure-9

(Enclose With Un-Priced Bid)

Tender No: PNGRB/ INFRA/BID-EVALUATION/CGD-PL/2014/01

Determination of Penalty

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

Annexure - 10

Price Bid Form**(To be submitted in a separate envelope marked as Price-Bid)**

Tender No: PNGRB/ INFRA/BID-EVALUATION/CGD-PL/2014/01

Name of the Bidder: _____

SCHEDULE OF RATES

S. No.	Item	Rate
Part-A	“Providing services in evaluation of technical & financial bids submitted by the bidding entities for City or Local Natural Gas Distribution Network (CGD) projects” (As per Scope of Work specified in clause no. 17-Part-A of the bid document).	Rate on Lump sum basis per GA (inclusive of prevailing taxes, duties etc.)
	(in Figures)(Quote in India Rupees)	
	(in Words) (Quote in India Rupees)	
Part-B	“Providing services in evaluation of technical & financial bids submitted by the bidding entities for Natural Gas Pipeline project/Petroleum and Petroleum Products Pipelines” (As per Scope of Work specified in clause no. 17-Part-B of the bid document).	Rate on Lump sum basis (inclusive of prevailing taxes, duties etc.)
	(in Figures) (Quote in India Rupees)	
	(in Words) (Quote in India Rupees)	

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

Seal of the bidder:

Signature:

Disclaimer

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

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

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