

# PETROLEUM AND NATURAL GAS REGULATORY BOARD

## NOTIFICATION

New Delhi, the \_\_\_\_\_

**GSR .... (E)** - In exercise of the powers conferred by section 61 of the Petroleum and Natural Gas Regulatory Board Act, 2006 (19 of 2006), the Petroleum and Natural Gas Regulatory Board hereby makes the following regulations to amend the Petroleum and Natural Gas Regulatory Board (Authorising Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008 namely: -

### 1. Short title and commencement.

(1) These regulations may be called the “Petroleum and Natural Gas Regulatory Board (Authorising Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Amendment Regulations, 2018”.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Petroleum and Natural Gas Regulatory Board (Authorising Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008, -

**(a) in regulation 2, in sub-regulation (1), -**

(i) for clause (f), the following clause shall be substituted, namely: -

‘(f) “contract year” means a period of twelve months commencing on and from the first date of the calendar quarter immediately following the date of authorisation and subsequent periods of twelve months each thereafter’;

(ii) after clause (g) the following clauses shall be inserted namely;

(ga) “Force Majeure” shall mean and be limited to

(i) war / hostilities;

(ii) major riots or civil commotion;

(iii) earthquake, flood, tempest, lightening or other natural physical disasters;

(iv) restrictions imposed by Central Government or State Governments, that have arisen after last date of submission of bid, which prevents or delays the execution of obligations under these Regulations

‘(gb) “natural gas station” includes a CNG Station and a filling station where one or more dispensing units are provided for sale of natural gas, in any other form such as Liquefied Natural Gas (LNG), as a fuel for vehicles’;

(iii) clause (h) shall be omitted;

(iv) in clause (i), after the words “transported through pipelines” the words “or cascades or any other permitted mode” shall be inserted;

(v) after clause (i), the following clauses shall be inserted, namely: -

‘(ia) “pre-determined penalty” means penalty leviable or levied at the pre-determined rates as specified in regulation 16 for under-achievement of work programme in each contract year’;

‘(ib) “successful entity” means the entity which submits bid and is granted the authorisation for the development of CGD network for a particular geographical area and the remaining entities submitting the bid for such development and not granted authorisation are referred to as “unsuccessful entities”;

‘(ic) “transportation rate for CGD” means the unit rate of tariff (excluding statutory taxes and levies) in rupees per million British Thermal Units (Rs. /MMBTU) for all the categories of customers of natural gas in a CGD network to be paid by an entity to the entity authorised to operate the CGD network;

‘(id) “transportation rate for CNG” means a charge (excluding statutory taxes and levies) in rupees per kilogram (Rs. /kg) for online compression of natural gas into compressed natural gas (herein after also referred to as CNG) for subsequent dispensing to customers in a natural gas station to be paid by an entity to the entity authorised to operate the CGD network;

‘(ie) “work programme”, until issuance of authorisation letter means number of domestic PNG connections, number of natural gas stations and Inch-kilometer of steel pipeline network as quoted by the bidder in the bid and after such issuance means number of domestic PNG connections, number of natural gas stations and Inch-kilometer of steel pipeline network as mentioned in the authorisation letter as per Schedule-D’;

(vi) clause (j) shall be omitted;

**(b) in regulation 3, in sub-regulation 2,**

(i) in clause (a), the following proviso shall be inserted namely: -”

“Provided that until CGD Network is ready to supply natural gas to a customer (other than domestic PNG and CNG), such customers shall have right to get the supply of natural gas from any other alternate source or supplier, with prior permission of the Board, and if, once CGD Network is ready to supply natural gas to such customer, then, such customer shall

cease to get supply of natural gas from such alternate source or supplier after 30 days of receipt of notice of readiness from the CGD network.”

(ii) in clause (b), after the words “shall be supplied” the following words shall be inserted, namely: -

“, at the discretion of customer”

**(c) in regulation 5, -**

(i) in sub-regulation (6), -

(A) in clause (b), -

(a) in sub-clause (i) after the word “network;”, the words, “or” shall be inserted; and

(b) in sub-clause(ii) after the word “network;”, the words, “or” shall be inserted;

(B) in clause (c), -

(a) in sub-clause (i) after the word “network;” the words, “or” shall be inserted; and

(b) in sub-clause(ii) after the word “network;”, “or” shall be inserted;

(C) in clause (e), -

(i) For the table, the following table shall be substituted, namely: -

“

<b>Population in the geographical area as per 2011 Census of India</b>	<b>Minimum net worth of the bidder entity</b>
<b>(1)</b>	<b>(2)</b>
5 million or more	Rs. 1,500 million for a population of 5 million, plus additional Rs. 300 million for each 1 million of population or part thereof, in excess of 5 million (refer Note – 3)
2 million or more but less than 5 million	Rs.1,000 million
1 million or more but less than 2 million	Rs. 750 million
0.5 million or more but less than 1 million	Rs.500 million

0.25 million or more but less than 0.50 million	Rs.250 million
0.1 million or more but less than 0.25 million	Rs.100 million
Less than 0.1 million	Rs.50 million

**Note – 1** The above minimum net-worth is applicable in case the bidder entity bids for a single geographical area in a particular bidding round.

**Note – 2** In case a bidder entity bids for more than one geographical area, then, the minimum net-worth requirement shall be calculated by considering 100% of minimum net-worth required for the bid geographical area having the highest population, plus 20% of minimum net-worth required for each of the other geographical areas. For example, if a bidder has bid for four geographical areas namely A, B, C and D and out of these four geographical areas, C has the highest population, then minimum net-worth requirement shall be calculated as minimum net-worth requirement of C plus 20% of minimum net-worth requirements for A, B and D each.

**Note – 3** For example, if the population is 8.4 million, then the minimum net-worth required shall be Rs. 2,700 million (i.e. Rs. 1,500 million for initial 5 million of population, plus Rs. 1,200 million for 3.4 million of population in excess of 5 million).

”

- (ii) for sub-clause (i), the following sub-clause shall be substituted namely: -

“(i) Net-worth of a bidder entity shall be computed as per Schedule-K.”;

- (iii) sub-clause (ii) shall be omitted;
- (iii) the paragraph after sub-clause (ii) commencing with the brackets, letter and words “(\$) For example” and ending with the word, letters and bracket “million X 12 / 5);” shall be omitted;

- (ii) in sub-regulation (8), -

(A) for the word “sixty” the word “ninety” shall be substituted;

(B) the proviso, shall be omitted;

- (iii) sub-regulation (9) shall be omitted;

- (d) in regulation 6**, the words “shall be replaced by project details as prepared by the Board” shall be omitted;

**(e) in regulation 7, -**

(i) for sub-regulation (1) the following sub-regulation shall be substituted, namely: -

1(a) The Board, while considering the proposal for authorisation, shall tabulate and compare all financial bids meeting the minimum eligibility criteria, as per the bidding criteria specified below, namely: -

<b>Sl. No.</b>	<b>Bidding Criteria</b>	<b>Weightage (%)</b>	<b>Explanation</b>
1	Lowness of transportation rate for CGD – in rupees per million British Thermal Unit (Rs./MMBTU)	10	Bidder is required to quote transportation rate for CGD only for the first contract year which shall not be less than Rs. 30 /MMBTU. Rates for the subsequent contract years shall be derived considering the quoted rate and escalation as per Note.
2	Lowness of transportation rate for CNG -in rupees per kilo gram (Rs. / kg)	10	Bidder is required to quote transportation rate for CNG only for the first contract year which shall not be less than Rs. 2 /kg. Rates for the subsequent contract years shall be derived considering the quoted rate and escalation as per Note.
3	Highness of number of natural gas Stations (online and daughter booster stations) to be installed within 8 contract years from the date of authorisation	20	-
4	Highness of number of domestic piped natural gas connections to be achieved within 8 contract years from the date of authorisation	50	-
5	Highness of inch-kilometer of steel pipeline (including sub-transmission steel pipelines) to be laid within 8 contract years from the date of authorisation	10	-
<b>Note</b> - Annual escalation shall be considered from the second contract year and onwards based on the “Wholesale Price Index (WPI) Data (2011-12 = 100)” for “All Group / Commodity”, as normally available on the website of the Office of the Economic Adviser, Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) on the link “ <a href="http://eaindustry.nic.in/home.asp">http://eaindustry.nic.in/home.asp</a> .”			

Provided that in the case of the geographical areas of (i) Bilaspur, Hamirpur and Una Districts; (ii) Panchkula (Except area already authorised), Shimla, Solan and Sirmaur Districts and (iii) Barmer, Jaisalmer and Jodhpur Districts, it is not mandatory to supply natural gas through steel-pipes. However natural gas has to reach in all charge areas. The bidding parameters and their respective weightage will, accordingly, be as under: -

Sl. No.	Bidding Criteria	Weightage (%)	Explanation
1	Lowness of transportation rate for CGD – in rupees per million British Thermal Unit (Rs./MMBTU)	10	Bidder is required to quote transportation rate for CGD only for the first contract year which shall not be less than Rs. 30 /MMBTU. Rates for the subsequent contract years shall be derived considering the quoted rate and escalation as per Note.
2	Lowness of transportation rate for CNG -in rupees per kilo gram (Rs. / kg)	10	Bidder is required to quote transportation rate for CNG only for the first contract year which shall not be less than Rs. 2 /kg. Rates for the subsequent contract years shall be derived considering the quoted rate and escalation as per Note.
3	Highness of number of natural gas Stations (online and daughter booster stations) to be installed within 8 contract years from the date of authorisation	25	-
4	Highness of number of domestic piped natural gas connections to be achieved within 8 contract years from the date of authorisation	55	-

**Note** - Annual escalation shall be considered from the second contract year and onwards based on the “Wholesale Price Index (WPI) Data (2011-12 = 100)” for “All Group / Commodity”, as normally available on the website of the Office of the Economic Adviser, Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) on the link “<http://eaindustry.nic.in/home.asp>.”

1(b) Successful bidder shall be required to achieve the year-wise work programme within 8 contract years as per details given below, namely: -

PNG Connections (cumulative)		Natural Gas Stations (cumulative)		Inch-km of steel pipeline (cumulative)	
By the end of contract year	% of work programme	By the end of contract year	% of work programme	By the end of contract year	% of work programme

1 <sup>st</sup>	Nil	1 <sup>st</sup>	Nil	1 <sup>st</sup>	5
2 <sup>nd</sup>	10	2 <sup>nd</sup>	15	2 <sup>nd</sup>	20
3 <sup>rd</sup>	20	3 <sup>rd</sup>	30	3 <sup>rd</sup>	40
4 <sup>th</sup>	30	4 <sup>th</sup>	45	4 <sup>th</sup>	60
5 <sup>th</sup>	40	5 <sup>th</sup>	60	5 <sup>th</sup>	70
6 <sup>th</sup>	60	6 <sup>th</sup>	75	6 <sup>th</sup>	80
7 <sup>th</sup>	80	7 <sup>th</sup>	90	7 <sup>th</sup>	90
8 <sup>th</sup>	100	8 <sup>th</sup>	100	8 <sup>th</sup>	100

Note - In case derived numbers are in fraction, the same shall be rounded off to the nearest whole number and fraction 0.5 shall be rounded off to next higher whole number.

Provided that in the case of the geographical areas of (i) Bilaspur, Hamirpur and Una Districts; (ii) Panchkula (Except area already authorised), Shimla, Solan and Sirmaur Districts and (iii) Barmer, Jaisalmer and Jodhpur Districts, successful bidder shall be required to achieve the year-wise work programme within 10 contract years as per details given below, namely: -

<b>PNG Connections (cumulative)</b>		<b>Natural Gas Stations (cumulative)</b>	
<b>By the end of contract year</b>	<b>% of work programme</b>	<b>By the end of contract year</b>	<b>% of work programme</b>
1 <sup>st</sup>	Nil	1 <sup>st</sup>	Nil
2 <sup>nd</sup>	10	2 <sup>nd</sup>	10
3 <sup>rd</sup>	20	3 <sup>rd</sup>	20
4 <sup>th</sup>	30	4 <sup>th</sup>	30
5 <sup>th</sup>	40	5 <sup>th</sup>	40
6 <sup>th</sup>	50	6 <sup>th</sup>	50
7 <sup>th</sup>	60	7 <sup>th</sup>	60
8 <sup>th</sup>	70	8 <sup>th</sup>	70
9 <sup>th</sup>	80	9 <sup>th</sup>	80
10 <sup>th</sup>	100	10 <sup>th</sup>	100

Note - In case derived numbers are in fraction, the same shall be rounded off to the nearest whole number and fraction 0.5 shall be rounded off to next higher whole number.

(ii) sub-regulation (2) shall be omitted;

(iii) for sub-regulation (3), the following sub-regulation shall be substituted, namely: -

“(3) Bidder entity with the highest composite score, considering the criteria under sub-regulation (1) and as illustrated in Schedule C (1), shall be declared as successful bidder.

Provided that in case of tie in the evaluated composite score, the successful bidder shall be decided based on the highness of numbers of PNG connections among

the tied bidding entities. In case there is tie on number of PNG connections also, highness of inch-kilometer steel pipeline shall be considered and thereafter in case of tie in inch-kilometer as well, highness of numbers of natural gas stations shall be considered”;

(iv) sub-regulation (4) shall be omitted;

**(f) for regulation 8, the following regulation shall be substituted, namely: -**

“8. Fixation and recovery of Transportation rate for CGD and CNG, -

- (1) The transportation rate for CGD shall be fixed as per the transportation rate for CGD bid under sub-regulation (1) of regulation 7 for first contract year and shall be recovered from an entity by the entity authorised to operate the CGD network for using the network as common carrier or contract carrier. The transportation rate for natural gas from second contract year and onwards shall be determined in accordance with methodology as per Note - 1 to the table in sub-regulation (1) of regulation 7.
- (2) The transportation rate for CNG shall be fixed as per the transportation rate for CNG bid under sub-regulation (1) of regulation 7 for first contract year and shall be recovered from an entity by the entity authorised to operate the CGD network for using the network as common carrier or contract carrier. The transportation rate for CNG from second contract year and onwards shall be determined in accordance with methodology as per Note - 1 to the table in sub-regulation (1) of regulation 7.
- (3) On declaration of a CGD network as common carrier or contract carrier, the authorised entity shall provide access on demand to any other entity and recover the transportation rates for CGD and CNG separately from an entity accessing the CGD network through an invoice without any premium or discount on a non-discriminatory basis.
- (4) Any cost subsequent to the online compression of natural gas into CNG, such as, towards storage and transportation of CNG in a cascade mounted system to a natural gas station is an activity associated with the dispensation of natural gas and is not covered under these regulations.”;

**(g) in regulation 9, -**

**(i) for sub-regulation (1), the following sub-regulation shall be substituted, namely: -**

“(1) Grant of authorisation shall be issued to the successful entity after it furnishes the performance bond in the form of demand draft or pay order or bank guarantee from any scheduled bank for the amount as per details given below, namely: -

<b>Serial Number</b>	<b>Population in the Geographical Area, as per 2011 Census of India</b>	<b>Amount of Performance Bond (Rupees)</b>
1	5 million or more	500 Million
2	2 million or more but less than 5million	330 Million
3	1 million or more but less than 2 million	250 Million
4	0.5 million or more but less than 1 million	150 million
5	0.25 million or more but less than 0.50 million	80 Million
6	0.1 million or more but less than 0.25 million	30 Million
7	Less than 0.1 million	15 Million

In case the performance bond is submitted through bank guarantee, the performance bond guarantee (PBG) shall be valid initially for a period of three years and thereafter shall be renewed, at least three months before expiry of the same, for next three years and so on until the period of authorisation. It is the responsibility of the entity to timely renew the PBG and in case the PBG is not so renewed at least one month before expiry of the PBG, the PBG shall be encashed by the Board and the authorisation may be terminated. PBG amount shall be reduced to the value of 40% of the initial PBG furnished by the successful bidder after 100% achievement of the work programme or on expiry of exclusivity from purview of common carrier or contract carrier, whichever is later.”;

**(ii) sub-regulation (2) shall be omitted;**

**(h) in regulation 10, -**

(i) for sub-regulation (1), the following sub-regulation shall be substituted, namely: -

“(1) The successful entity shall be issued a letter of intent (LOI) upon finalisation of the bid. The entity shall be required to furnish performance bond within 30 days of issue of LOI and complete such other formalities as may be required by the Board. Upon furnishing the performance bond and completion of such other formalities, the authorisation shall be granted to the successful entity, in the format given in Schedule D, within 30 days;

Provided that the Board may extend the date for submission of performance bond for a period not exceeding 15 days, failing which LOI shall be deemed to have been withdrawn or cancelled.

Provided further that in case of non-submission of performance bond within the stipulated time, the bid bond shall be forfeited or encashed and such bidder entity shall be considered at default and shall be barred for a minimum period of three years from bidding. Further, the process of issuance of LOI and grant of authorisation to the bidder entity with second highest composite score shall be carried out in the same manner as specified in sub-regulation (3) of regulation 7.”;

(ii) for sub-regulation (3), the following shall be substituted, namely: -

“(3) The grant of authorisation to the entity shall not be assigned by way of sale, transfer or any other manner or surrendered to or in favour of any person or entity during the period of five years from the date of its issue or till the achievement of work programme, whichever is earlier;

Provided that there shall be no bar on the entity on transferring less than fifty per cent equity shares during such period of five years from the date of authorisation or until the achievement of work programme, whichever is earlier, subject to the condition that the lead partner of the original consortium or joint venture shall hold not less than the percentage stake lower than any other partners. The lead partner shall be declared upfront in the bid.

No restructuring of the entity is allowed after submission of the bid and before issuance of Grant of Authorization.

Provided also that the Board may accept transfer of authorisation by the entity to its wholly owned subsidiary company, subject to the condition that the entity provides to the Board a corporate guarantee, in a form specified at Appendix III.”;

- (iii) in sub-regulation (4), for the words “five years or till achievement of Minimum Work Programme, whichever is earlier” the words “five years or till achievement of cumulative work programme to be achieved by the end of five contract years, whichever is later” shall be substituted.”;

**(i) in regulation 11, -**

- (i) for sub-regulation (1), the following sub-regulation shall be substituted, namely: -

“(1) The entity authorised under regulation 10 shall enter into and submit to the Board, a natural Gas Sale Agreement (GSA) or Heads of Gas Sale Agreement (HOA) or Memorandum of Understanding for sale of natural gas (MOU) with producer or marketer of natural gas for the proposed CGD network project, in a transparent manner and on an arm's length basis for a minimum period of five years, within one hundred and eighty days from the date of the authorisation.

Provided that no such GSA or HOA or MOU would be required under this sub-regulation in case the central government allocates the natural gas to the entity for the proposed CGD network project within 180 days from the date of authorisation.”;

- (ii) for sub-regulation (2), the following sub-regulation shall be substituted, namely: -

“(2) The minimum volume of natural gas for which GSA or HOA or MOU referred to in sub-regulation (1) shall be entered, shall be equal to the volume computed by assuming the consumption of 5 SCM per month for each PNG connection and 75,000 SCM per month for each CNG station considering the cumulative work programme for first five contract years.”;

(iii) in sub-regulation (3), for the words “one hundred and eighty” the words “two hundred and seventy” shall be substituted;

(iv) in sub-regulation (4) for the words “one hundred and eighty” the words “two hundred and seventy” shall be substituted;

(v) in sub-regulation (5), the following proviso shall be inserted, namely: -

“Provided that before taking any action under this sub-regulation the Board shall issue a notice to the defaulting entity allowing it a reasonable time to fulfill its obligations under sub-regulation (1) to (4) and in case the entity takes remedial actions to the satisfaction of the Board within such period, no action shall be taken against the entity under this sub-regulation.”;

(vi) after sub-regulation (5), the following sub-regulation shall be inserted, namely: -

(6) Notwithstanding anything contained in any other regulations made under the Act, -

- (a) the pipeline entity shall provide connectivity or access of the pipeline to CGD authorised entity at reasonable cost within 180 days, where connectivity or access can be provided from Sectionalising Valve station, and within 270 days from any other point on the pipeline, from date of submission of request for the same.
- (b) after completion of exclusivity period from the purview of “Common Carrier or Contract carrier” for the geographical area, the CGD authorised entity shall provide connectivity or access of their infrastructure to another desirous entity within 270 days of submission of request for the same at reasonable cost.

Explanation: - For the purpose of this sub-regulation, reasonable cost shall mean actual expenditure incurred and additional eighteen per cent of such expenditure to cover overheads, interest and profits.;

**(j) for regulation 12, the following regulation shall be substituted, namely: -**

(1) The exclusivity period to lay, build, operate or expand a city or local natural gas distribution shall be as per the provisions in the Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Networks) Regulations, 2008.

(2) Notwithstanding anything contained in any other regulation made under the Act, the exclusivity from purview of common carrier or contract carrier shall be eight years;

Provided that in case an entity timely achieves the work programme in each of the eight contract years, such exclusivity shall be extended by a period of two years.

Provided further that in case an entity is not able to timely achieve the work programme in any of the eight contract years but is successful in timely achieving the cumulative work programme at the end of the eighth contract year, such exclusivity shall be extended by a period of one year.

Provided also that in case flow of natural gas in the designated transmission pipeline is delayed for a period beyond three months from the scheduled date as indicated and is also later than the date CGD network is ready to take gas for reasons not attributable to the authorized CGD entity selected through the bidding process, the Board may extend the exclusivity period for exemption from the purview of common carrier or contract carrier by a period corresponding to the difference in the actual and scheduled natural gas flow in the transmission pipeline serving the authorized geographical area or the date when CGD network is ready to take gas, whichever is less, after assessing the reasons for such a delay and in case, the year-wise targets in respect of domestic piped natural gas connection, natural gas station and inch-kilometer of steel pipeline as well as schedule of levying transportation rate for CGD and transportation rate for CNG shall also be shifted accordingly by the Board. Further, the exclusivity period for laying, building or expanding the CGD network as stipulated shall also be extended by the same period. For the purpose of monitoring progress of committed targets, the same shall be prorated in the effected years.

Explanation: - For the purpose of this sub-regulation, it is clarified that, the exclusivity for laying, building or expansion of CGD networks, in all cases, shall remain twenty-five years from the date of authorisation.”;

**(k) in regulation 14, after sub-regulation (10) the following sub-regulations shall be inserted namely: -**

- “(11) In the event of authorised entity being rendered unable to perform any obligation required to be performed by it as per the work program, due to force majeure, the relative obligation of the entity affected by such force majeure shall be suspended for the period during which such force majeure lasts and the decision of the Board in this regard shall be final and binding on the entity.
- (12) Upon the occurrence of such force majeure and upon its termination, the entity alleging that it has been rendered unable as specified in sub-regulation (11), the entity must inform the Board giving full particulars of the force majeure and duly certified by statutory authorities, the beginning and end of the delay due to such force majeure immediately but not later than 15 days from the end of such force majeure.
- (13) Time for performance of the relative obligation suspended by such force majeure shall stand extended by the period during which such force majeure lasts.”;

**(l) regulation 15 shall be omitted;**

**(m) for regulation 16, the following regulation shall be substituted, namely: -**

“16. Consequences of default, pre-determined penalties and termination of authorisation procedure, -

- (1) An authorised entity shall abide by all the terms and conditions specified in these regulations and any failure in doing so shall be dealt in accordance with the provisions of this regulation.
- (2) Pre-determined penalty shall be levied and recovered from the entity within three months from the end of each contract year in respect of any shortfall in achieving cumulative work programme targets for that contract year computed at the rates specified below without any notice, namely: -
  - (a) for shortfall in achieving cumulative work programme target for each PNG connection - Rs. 750 (Rupees Seven hundred and fifty only);
  - (b) for shortfall in achieving cumulative work programme target for each inch-kilometer of steel pipeline - Rs. 150,000 (Rupees one lakh and fifty thousand only); and
  - (c) for shortfall in achieving cumulative work programme target for each natural gas station - Rs. 20,00,000 (Rupees twenty lakh only);

and for the purpose of illustration, if the cumulative target in respect of PNG connections is 28,000 at the end of third contract year and cumulative achievement at the end of that year is 24,000, then, a pre-determined penalty of Rs.30,00,000 [i.e. (Rs.750 X (28,000 – 24,000))] shall be levied within 3 months from the end of third contract year. Similar penalty shall be levied for inch-kilometer of steel pipeline and natural gas stations, in respect of each contract year.

Provided that penalty shall be applicable for default in each contract years and first deduction shall be started from second contract year onwards.

Provided further that due cognisance of force majeure duly accepted by the Board shall be taken in computing the pre-determined penalty.

- (3) In case of a failure, other than those specified in sub-regulation (2), the following procedure shall be followed, namely:
  - (a) the Board shall issue a notice to the defaulting entity allowing it a reasonable period to fulfill its obligations;
  - (b) no punitive action shall be taken in case remedial action is taken by the entity to the satisfaction of the Board within such period, otherwise, following penalty shall be levied on the entity by the Board, namely: -
    - (i) up to an amount equal to 10% of the performance bond amount for the first default; and

(ii) up to an amount equal to 25% of the performance bond amount for each of the subsequent defaults.

- (4) Any penalty levied under sub-regulation (2) or sub-regulation (3) shall initially be recovered by encashment of the performance bond. The entity shall be required to make good the performance bond to its full value within thirty days of encashment. If the entity fails to make good the performance bond within such period, the Board shall encash the remaining amount of the performance bond and may also terminate the authorisation.
- (5) In case the cumulative achievement of any entity for a CGD network at the end of three contract years in a geographical area falls short of 30% of the weighted average of the cumulative work programme (computed as illustrated in this sub-regulation) in respect of PNG connections, inch-kilometer of steel pipeline and number of natural gas stations, or if in the opinion of the Board the entity has made a serious default in complying with the provisions of the Act or rules or regulations made thereunder or terms and conditions of the authorisation under these regulations, the Board may give a show cause notice to the entity asking it why its such authorisation should not be terminated due to the said default, and after giving it a reasonable opportunity of being heard, terminate the authorisation and encash 100% of the performance bond.

**Illustration** – If an entity achieved 10,000 PNG connections, 100 inch-kilometer of steel pipeline and set up 2 CNG station against the target of 30,000 PNG connections, 500 inch-kilometer of steel pipeline and 4 CNG station at the end of third year, then its weighted average of the cumulative work programme will be calculated as tabulated below, namely: -

<b>Parameter</b>	<b>Weightage in % (A)</b>	<b>Target at the end of 3rd year (B)</b>	<b>Actual at the end of 3rd year (C)</b>	<b>Weighted achievement in % D= (C/B)*A/100</b>
<b>PNG connections</b>	50	30000	10000	16.67
<b>Inch-kilometer</b>	10	500	100	2.00
<b>CNG stations</b>	20	4	2	10.00
<b>Total</b>	<b>80</b>			
<b>Total achievement with reference to target</b>				28.67 (X)
<b>Total Weight achievement in %</b>	<b>100</b>			<b>35.83 (X*100/80)</b>

(6) Without prejudice to sub-regulation (1) to (5), the Board may also levy civil penalty under section 28 of the Act in addition to taking action as provided for offences and punishment under Chapter IX of the Act.”;

**(n) in regulation 18, in sub-regulation 9, in clause (d), the figures “15” shall be omitted.;**

**(o) in Schedule A,**

(i) in opening paragraph, for the words “for the word “economic viability and geographical contiguity”, the word “natural gas availability, pipeline connectivity and Geographical Contiguity” shall be substituted;

(ii) for criteria heading “1. Economic Viability” and the entries relating thereto, the following shall be substituted: -

**“1. Natural Gas availability and pipeline connectivity.**

Geographical area shall either have availability of natural gas or a natural gas pipeline passing within such area or passing in its vicinity or a natural gas pipeline is proposed to be laid either within or in vicinity of such area.”

**(p) in Schedule C,**

**(i) Part II, the clauses A and B and the entries relating thereto, the following shall be substituted, namely: -**

“

A	Transportation rate for CGD for laying, building, operating or expanding the CGD network for first year. <u>Note:</u> The value should not be less than Rs 30 per MMBTU.	Rs.< _____ > per MMBTU
B	Transportation rate for CNG for the first year <u>Note:</u> The value should not be less than Rs 2 per kilogram	Rs.< _____ > per kilogram
C	No. of Natural Gas Stations to be installed in CGD network within first 8 years	< _____ > Numbers
D	No. of PNG domestic Connections to be achieved within first 8 years	< _____ > Numbers
E	Inch-kilometer of steel pipeline to be laid within first 8 years	< _____ > Inch-kilometer

”

**(ii) In declaration, in clause 3, for the letters and the words “CNG stations”, the words “natural gas stations” shall be substituted;**

**(q) in Schedule C (1) for the portion beginning with brackets and letter (A) and ending with the letters, figures and mathematical symbols “LC 3=100%”, the following shall be substituted, namely: -**

“(A) Transportation rate for CGD

Let,

N1 = Transportation rate for CGD bid by 1<sup>st</sup> entity

N2 = Transportation rate for CGD bid by 2<sup>nd</sup> entity

N3 = Transportation rate for CGD bid by 3<sup>rd</sup> entity

Assume that N1 is lower than N2 and N2 is lower than N3.

The lowest value of transportation rate for CGD (LN1) shall be given a score of 100% and the bid value of other transportation rates for CGD shall be given a score in relation to LN1 on a prorate basis, as under: -

LN1 = 100% for LN1

LN2 = 100% x (N1/N2)

LN3 = 100% x (N1/N3)

(B) Transportation rate for CNG

Let,

C1 = Transportation rate for CGD bid by 1<sup>st</sup> entity

C2 = Transportation rate for CGD bid by 2<sup>nd</sup> entity

C3 = Transportation rate for CGD bid by 3<sup>rd</sup> entity

Assume that C1 is lower than C2 and C2 is lower than C3.

The lowest value of transportation rate for CNG (LC1) shall be given a score of 100% and the bid value of other transportation rates for CNG shall be given a score in relation to LC1 on a prorate basis, as under: -

LC1 = 100% for LC1

LC2 = 100% x (C1/C2)

LC3 = 100% x (C1/C3)

(C) Number of Natural Gas Stations to be installed in CGD Network:

Let,

IG1= value of the NG stations bid by the 1<sup>st</sup> entity.

IG2= value of the NG stations bid by the 2<sup>nd</sup> entity.

IG3= value of the NG stations bid by the 3<sup>rd</sup> entity.

Assume that IG1 is lower than IG2 and IG2 is lower than IG3.

The highest number of the NG Stations bid (HIG3) shall be given a score of 100% and the number of NG stations of the other bids shall be given a score in relation to HIG3 on a pro-rata basis as under-

$$HG1 = 100 \% \times (IG1 \div IG3) \quad HG2 = 100 \% \times (IG2 \div IG3)$$

$$HG3 = 100 \% \text{ (D) Inch-Kilometer of steel pipelines}$$

Let,

IK1= inch-kilometer of steel pipelines to be laid as bid by the 1<sup>st</sup> entity over the period of exclusivity in terms of the exemption from the purview of the contract carrier or common carrier.

IK2= inch-kilometer of steel pipelines to be laid as bid by the 2<sup>nd</sup> entity.

IK3= inch-kilometer of steel pipelines to be laid as bid by the 3<sup>rd</sup> entity.

Assume that IK1 is lower than IK2 and IK2 is lower than IK3.

The highest value of the inch-kilometer bid (HIK3) shall be given a score of 100% and the value of the other inch-kilometer bids shall be given a score in relation to HIK3 on a pro-rata basis as under-

$$HIK1 = 100 \% \times (IK1 \div IK3)$$

$$HIK2 = 100 \% \times (IK2 \div IK3)$$

$$HIK3 = 100 \%$$

(E) Number of PNG domestic connections

Let,

P1 = Number of PNG domestic connections by the 1<sup>st</sup> entity

P2 = Present value of the PNG domestic connections by the 2<sup>nd</sup> entity

P3 = Present value of the PNG domestic connections by the 3<sup>rd</sup> entity

Assume P1 is higher than P2 and P2 is higher than P3.

The highest number of PNG domestic connections bid (HP1) shall be given a score of 100% and the number of the other PNG domestic connections bids shall be given a score in relation to HP1 on a pro-rata basis as under-

HP1	=	100 %
HP2	=	100 % x (P2 ÷ P1)
HP3	=	100 % x (P3 ÷ P1)

Now, the composite score of three entities shall be computed by assigning the respective weights assigned to each of the bidding criterion as indicated below-

$$\begin{aligned}\text{Entity 1} &= 0.10 \times \text{LN1} + 0.10 \times \text{LC1} + 0.20 \times \text{HIG1} + 0.50 \times \text{HP1} + 0.10 \times \text{HIK1} \\ \text{Entity 2} &= 0.10 \times \text{LN2} + 0.10 \times \text{LC2} + 0.20 \times \text{HIG2} + 0.50 \times \text{HP2} + 0.10 \times \text{HIK2} \\ \text{Entity 3} &= 0.10 \times \text{LN3} + 0.10 \times \text{LC3} + 0.20 \times \text{HIG3} + 0.50 \times \text{HP3} + 0.10 \times \text{HIK3}\end{aligned}$$

The entity with the highest composite score shall be declared as successful bidder.”;

Provided that in the case of the geographical areas of (i) Bilaspur, Hamirpur and Una Districts; (ii) Panchkula (Except area already authorised), Shimla, Solan and Sirmaur Districts and (iii) Barmer, Jaisalmer and Jodhpur Districts the composite score of three entities shall be computed by assigning the respective weights assigned to each of the bidding criterion as indicated below-

$$\begin{aligned}\text{Entity 1} &= 0.10 \times \text{LN1} + 0.10 \times \text{LC1} + 0.25 \times \text{HIG1} + 0.55 \times \text{HP1} \\ \text{Entity 2} &= 0.10 \times \text{LN2} + 0.10 \times \text{LC2} + 0.25 \times \text{HIG2} + 0.55 \times \text{HP2} \\ \text{Entity 3} &= 0.10 \times \text{LN3} + 0.10 \times \text{LC3} + 0.25 \times \text{HIG3} + 0.55 \times \text{HP3}\end{aligned}$$

The entity with the highest composite score shall be declared as successful bidder.”;

**(r) for Schedule D, the following Schedule shall be substituted, namely: -**

#### **“Schedule D**

**[see regulations 10 (1) and 18 (7)]**

Grant of authorisation for laying, building, operating or expanding CGD network

To,

<Name of the Successful Bidding Entity>

<Address>

Subject: Grant of authorisation for laying, building, operating or expanding CGD network in the authorised geographical area of <\_\_\_\_\_> in the State or the Union Territory of <\_\_\_\_\_> under the Petroleum and Natural Gas Regulatory Board (Authorising Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008

Sir / Madam,

With reference to your application-cum-bid for grant of authorisation for laying, building, operating or expanding the City Gas Distribution (CGD) network in <name of the authorised area> in the State or the Union Territory of <name>, it has been decided to grant you the authorisation subject to the Petroleum and Natural Gas Regulatory Board (Authorising Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008 and the following terms and conditions, namely:-

1. The Authorised Area for laying, building, operating or expanding the proposed CGD Network shall cover an area of <\_\_> square kilometer and as depicted in the enclosed drawing or map,
2. The activities of laying, building, operating or expansion of the CGD Network shall commence immediately after the issuance of this authorisation.
3. The activities permitted above shall have to be completed as per the work programme mentioned below, namely: -

Serial Number	Description of work	Numbers
1	Number of Natural Gas Stations (Online and Daughter Booster stations) to be installed within 8 contract years from the date of authorisation	
2	Number of domestic Piped Natural Gas connections to be achieved within 8 contract years from the date of authorisation	
3	Inch-km of steel pipeline to be laid within 8 contract years from the date of authorisation	

The entity shall be required to achieve the year-wise work programme within 8 contract years as per details given below:

PNG Connections (cumulative)		Natural Gas Stations (cumulative)		Inch-km of steel pipeline (cumulative)	
By the end of contract year	% of work program	By the end of contract year	% of work program	By the end of contract year	% of work program
1 <sup>st</sup>	Nil	1 <sup>st</sup>	Nil	1 <sup>st</sup>	5
2 <sup>nd</sup>	10	2 <sup>nd</sup>	15	2 <sup>nd</sup>	20
3 <sup>rd</sup>	20	3 <sup>rd</sup>	30	3 <sup>rd</sup>	40
4 <sup>th</sup>	30	4 <sup>th</sup>	45	4 <sup>th</sup>	60
5 <sup>th</sup>	40	5 <sup>th</sup>	60	5 <sup>th</sup>	70
6 <sup>th</sup>	60	6 <sup>th</sup>	75	6 <sup>th</sup>	80
7 <sup>th</sup>	80	7 <sup>th</sup>	90	7 <sup>th</sup>	90
8 <sup>th</sup>	100	8 <sup>th</sup>	100	8 <sup>th</sup>	100

Note - In case derived numbers are in fraction, the same shall be rounded off to the nearest whole number and 0.5 shall be rounded off to next higher whole number.

Alternatively,

In the case of the geographical areas of (i) Bilaspur, Hamirpur and Una Districts; (ii) Panchkula (Except area already authorised), Shimla, Solan and Sirmaur Districts and (iii) Barmer, Jaisalmer and Jodhpur Districts, the entity shall be required to achieve the year-wise work programme within 10 contract years as per details given below, namely: -

<b>PNG Connections (cumulative)</b>		<b>Natural Gas Stations (cumulative)</b>	
<b>By the end of contract year</b>	<b>% of work programme</b>	<b>By the end of contract year</b>	<b>% of work programme</b>
1 <sup>st</sup>	Nil	1 <sup>st</sup>	Nil
2 <sup>nd</sup>	10	2 <sup>nd</sup>	10
3 <sup>rd</sup>	20	3 <sup>rd</sup>	20
4 <sup>th</sup>	30	4 <sup>th</sup>	30
5 <sup>th</sup>	40	5 <sup>th</sup>	40
6 <sup>th</sup>	50	6 <sup>th</sup>	50
7 <sup>th</sup>	60	7 <sup>th</sup>	60
8 <sup>th</sup>	70	8 <sup>th</sup>	70
9 <sup>th</sup>	80	9 <sup>th</sup>	80
10 <sup>th</sup>	100	10 <sup>th</sup>	100

Note - In case derived numbers are in fraction, the same shall be rounded off to the nearest whole number and fraction 0.5 shall be rounded off to next higher whole number.

4. Any failure on the part of the entity in complying with the milestones prescribed in the work programme shall lead to consequences as specified under regulation 16.

5. The entity shall design and install an optimal size of the infrastructure in terms of pipelines of various types including steel belting of the authorised area, online compressors of adequate capacity for compressing of natural gas into CNG, allied equipment and facilities in the CGD network depending upon the potential demand for natural gas. The infrastructure in the CGD network should be adequate to maintain uninterrupted flow of natural gas in the pipelines and be also able to maintain supplies at adequate pressure to online CNG stations.

6. The entity shall maintain an uninterrupted supply of natural gas to all categories of customers in the CGD network. In the event of any disruption in the supply of natural gas in the CGD Network, first priority shall be accorded to restoration of supplies to domestic PNG customers. In case of disruption of supply to domestic PNG customers for more than twelve hours, the entity shall compensate the domestic customer on the following manner, namely: -

- (a) the normative volume of natural gas consumption for the first domestic PNG connection for cooking requirements based on last three months weighted average consumption per day to be applied for each day's disruption and multiplied by ten;

(b) normative value of natural gas consumption shall be based on last three months' weighted average billing price of natural gas for supplies to the first domestic PNG connection for cooking requirements; and

(c) the value of compensation shall be equal to normative volume of natural gas consumption as per clause (a) above multiplied by normative value as per clause (b) and shall be adjusted by allowing a credit to the domestic PNG Customer in the next billing cycle or in the next pre-paid smart card in case of smart card metering.

In case the disruption of supplies is attributed to any fault of the domestic PNG customer, no compensation shall be payable by the entity.

7. The entity is allowed an exclusivity period under the Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Networks) Regulations, 2008, in respect of the following, namely: -

(a) \_\_\_\_\_ months from the date of issue of this communication for laying, building and expansion of the CGD network; and

(b) \_\_\_\_\_ months from the date of issue of this communication in terms of an exemption from the purview of common carrier or contract carrier for the CGD network:

Provided that the entity meets the obligations in line with the Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Networks) Regulations, 2008:

Provided further that the period of exclusivity allowed under sub-clause (a) or sub-clause (b) may be terminated before the expiry of the period mentioned above in line with the provisions under Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Networks) Regulations, 2008.

8. The authorised entity shall be required to take prior approval from the Board for creation of any lien, charge or hypothecation of the CGD network to secure finances for the project and furnish details of utilisation of funds. And, in case of raising funds from any financial institution or bank, the entity will be required to only inform the Board of the sanction of the funds within a period of seven days.

9. The entity shall submit a detailed and clear financial closure report to the Board within a period of <sup>1</sup>two hundred and seventy days from the date of authorisation issued by the Board under regulation 10.

10. The entity shall publish on its website the transportation rate for CGD and transportation rate for CNG in the authorised area as per the following table namely: -

Serial Number	Description	Rate
1	Transportation rate for CGD - in rupees per million British Thermal Unit (Rs./MMBTU) for the first contract year	
2	Transportation rate for CNG - in rupees per kilogram (Rs./kg) for the first contract year	
<p><b>Note</b> - Annual escalation shall be considered from the second contract year and onwards based on the “Wholesale Price Index (WPI) Data (2011-12 = 100)” for “All Group / Commodity”, as normally available on the website of the Office of the Economic Adviser, Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) on the link “<a href="http://eaindustry.nic.in/home.asp">http://eaindustry.nic.in/home.asp</a>.”</p>		

10. The entity shall publish the applicable retail selling price of PNG for all categories of customers and also for the purpose of invoicing in Rs. / MMBTU.

11. The entity shall publish and display the retail selling price of natural gas for the purpose of invoicing to CNG customers in Rs. / Kg at all natural gas dispensing stations.

12. The furnishing of performance bond of Rs.\_\_\_\_Million is a guarantee for timely commissioning of the project as per the prescribed work programme in the bid and for meeting the service obligations during the operating phase of the project.

13. The entity shall comply with the applicable provisions under the Petroleum and Natural Gas Regulatory Board (Authorising Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008, the Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Networks) Regulations, 2008, relevant regulations for technical standards and specifications, including safety standards, any other regulations as may be applicable and the provisions of the Act.

14. In case the authorisation of the entity is terminated, the Board may assign the rights and obligations of the entity to any agency or another entity on such terms and conditions, as it may deem fit. Further, the entity may be required, as per the directions of the Board, to continue the operations of the CGD network at the same level till another agency or entity appointed by the Board takes over the full control of the CGD network.

15. The entity shall comply with any other term or condition which may be notified by the Board in public interest from time to time.

You are requested to confirm your acceptance by filling-in the acceptance of the grant of authorisation provided below and return the same in original.

Yours faithfully,

Dated:

Sd/-

Name and Designation of Officer

On behalf of the PNGRB

Official Seal

Acceptance of the Grant of Authorisation

I / We hereby accept the grant of authorisation issued by the PNGRB vide letter ref. <\_\_\_\_> dated <\_\_\_\_> and agree to comply with all the terms and conditions subject to which I/ We have been granted the authorisation for laying, building, operating or expanding city or local natural gas distribution network in the authorised area of \_\_\_\_\_ in the State or the Union Territory of \_\_\_\_\_.

Date:

Place:

Signature of the Entity or Authorised Signatory  
Name and Official Seal

**(u) for Schedule E the following schedule shall be substituted, namely: -**

Schedule E

[see regulation 13(1) and regulation 14  
(10)]

A: Quarterly submission of data by authorized entity under the regulations shall be made in the following formats appended here below: -

- (i) Format E-1A-CGD for Quarterly Progress Report on CGD: Physical Parameters
- (ii) Format E-1B-CGD for Yearly Progress Report on CGD: Financial Parameters
- (iii) Format E-1C-CGD for Yearly Progress Report on CGD: Work Program

B: Monthly submission of data by authorized entity under the regulations shall be made in the following formats appended here below: -

- (i) Format E-2-CGD for Monthly Report on PNG Customers
- (ii) Format E-3-CGD for Monthly Report on Progress of CNG
- (iii) Format E-4-CGD for Monthly Report on Sale of Natural Gas

C: The data and information required to be submitted by the entity in the above formats shall be analyzed by the Board by comparing the –actual progress made by the entity versus targets as per terms and conditions of authorization

D: Monitoring of the progress shall be taken up by the Board on a quarterly basis and the notice of deviations and shortfalls, if any, shall be sent to the entity for a prompt resolution. In case of any delay in meeting the yearly commitments within the notice period or in case of repeated violations, the entity may face the consequences specified under regulation 16 or under regulation 10 of the Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Network) Regulations, 2008, or both.

E: A Self certification shall be submitted by the entity in terms of its compliance with the requirements of sub-regulation 7 of regulation 14.

Guidelines for filling of the reports:

- a) “Contract Year” shall be indicated as “1<sup>st</sup> Year”/ “2<sup>nd</sup> Year”/ “3<sup>rd</sup> Year” and so forth and so on and “1<sup>st</sup> Year” means a period of 12 months starting from the first date of the calendar quarter immediately following the date of authorization and subsequent periods of 12 months each thereafter’ and “2<sup>nd</sup> Year” shall be the period of 12 months starting from the first date of the calendar quarter after 1<sup>st</sup> Year, and so forth and so on.
- b) “Quarter ending” shall be indicated as Q-1/ Q-2/ Q-3 / Q-4 where “Q-1” means the first quarter of the “Contract Year” and “Q-2” means the second quarter of the “Contract Year and so forth and so on.

Note: The Board reserves the right to seek any information or data from the entity, as it may deem to be fit, to satisfy itself to the compliance by the entity at any point of time.

Schedule-E / Format: E-1A-CGD		Quarterly Progress Report on CGD: Physical Parameters			
1	Report for the Quarter ending		2.	Contract Year	
3	Name of the Authorized Entity				
4	Name of Geographical Area		5	State	
		For the Quarter		Cumulative (Since inception)	
		Target	Actual	Target	Actual
6	Number of PNG Customers connected				
7	Inch-Kilometer of Pipeline laid				
(a)	Steel				
(b)	MDPE				
8	Number of CNG Stations				
9	Pipeline length in Kilometers				
(a)	Steel				
(b)	MDPE				
10	Compression Capacity (in Kgs.) and No. of Compressors				
(a)	Online / Mother	Compression Capacity (24 hrs. operation)			
		Number of Compressors			
(b)	Others (Booster etc.)	Compression Capacity (24 hrs. operation)			
		Number of Compressors			
11	Any other information (Please write in the box)				
12	Important guidelines for submitting the report:				
	(a) In case data is nil for any of the columns; please enter zero '0' and 'N/A', if required information is not applicable.				
	(b) Report must be submitted within 30 days from the close of each Quarter.				
	(c) A scanned copy of the report stamped & signed by an authorized person of the entity, should be uploaded within 10 days from date of submitting the report online as per instructions given for uploading the report.				
13	Note: Please note that due to technical reasons, the information sought in columns / rows may have to be rearranged as required while implementing the online reporting system.				

Schedule-E / Format: E-1B-CGD		Yearly Progress Report on CGD: Financial Parameters	
1. Report for the Financial Year		2. Accounting Year	
3. Name of the Authorized Entity			
4. Name of Geographical Area		5. State	
6. Ownership Details	Name	Share (%)	
	Name	Share (%)	
	Name	Share (%)	
	Name	Share (%)	
<b>All figures to be in Lacs Rupees unless specified otherwise</b>			
<b>Capital Investments</b>			
<b>7. Fixed Assets</b>		<b>13. Revenue Earned</b>	
Opening balance		Revenue from operations	
Direct additions		Other income - Interest etc.	
Transfer from Capital Work-in-Progress		<b>Total</b>	
Deletions		<b>14. Profit/Loss</b>	
<b>Closing balance</b>		Profit / Loss before tax	
<b>8. Capital Work-in-Progress (CWIP)</b>		Tax	
Opening balance		<b>Profit after</b>	
Additions		<b>15. Loans Status</b>	
Transfer to fixed assets		<b>(a) Term Loans</b>	
Deletions / Transfers		Opening balance	
<b>Closing balance</b>		Added	
<b>9. Operating Expenses</b>		Repaid	
Cost of goods sold		Closing balance	
Utilities - Power and Fuel		Average Interest Rate (%)	
Salaries		<b>(b) Working Capital Loans</b>	
Repair and maintenance		Opening balance	
Gen. administrative expenses		Repaid during quarter	
Insurance		Net Change	
Others		Average Interest Rate (%)	
<b>10. Financial Expenses</b>		<b>16. Any other information (Please write in the box)</b>	
Interest on Working capital			
Interest on term loans			
<b>11. Depreciation</b>			
<b>12. Total Expenses</b>			
<b>17. Important guidelines for submitting the report:</b>			
(a) In case data is nil for any of the columns; please enter zero '0' and 'N/A', if required information is not applicable.			
(b) Report must be submitted within 180 days from the close of the financial year.			
(c) A scanned copy of the report stamped & signed by an authorized person of the entity, should be uploaded within 10 days from date of submitting the report online as per instructions given for uploading the report.			
(d) Annual report should be submitted duly certified by a Chartered Accountant (CA)			
18. Note: Please note that due to technical reasons, the information sought in columns / rows may have to be rearranged as required while implementing the online reporting system.			

Schedule-E / Format: E-1C-CGD		Yearly Progress Report on CGD: Work Program			
1	Report for the Contract Year				
2	Name of the Authorized Entity				
3	Name of Geographical Area		4	State	
		For the Contract Year		Cumulative (Since inception)	
		Work Program Target	Actual	Work Program Target	Actual
5	Number of PNG Customers connected				
6	Inch-Kilometer of Pipeline laid				
(a)	Steel				
(b)	MDPE				
7	Number of CNG Stations				
8	Any other information (Please write in the box)				
9	<b>Important guidelines for submitting the report:</b>				
	(a) Targets to be provided in relevant cells shall be in line with the Work Program as per the authorization letter. (b) In case data is nil for any of the columns; please enter zero '0' and 'N/A', if required information is not applicable. (c) Report must be submitted within 30 days from the close of Contract Year. (d) A scanned copy of the report stamped & signed by an authorized person of the entity, should be uploaded within 10 days from date of submitting the report online as per instructions given for uploading the report.				
10	Note: Please note that due to technical reasons, the information sought in columns / rows may have to be rearranged as required while implementing the online reporting system.				

Schedule-E / Format: E-2-CGD		Monthly Report on PNG Customers					
1	Name of the Authorized Entity						
2	Name of Geographical Area		3	State			
4	Report for the month of		5	Contract Year			
	Months	6. Number of PNG Customers Connected			7. Cumulative PNG Customers connected	8. Pending PNG registrations for (Domestic Customers)	
		Domestic	Commercial	Industrial		Less than 90 days	More than 90 days
9	No. B/F from Previous Year						
	April						
	May						
	June						
	July						
	August						
	September						
	October						
	November						
	December						
	January						
	February						
	March						
10	Cumulative Total						
11	Any other information (Please write in the box):						
12	Important guidelines for submitting the report:						
	(a) In case data is nil for any of the columns for the month, please enter zero '0' and 'N/A', if required information is not applicable.						
	(b) Report must be submitted by 20 <sup>th</sup> of the following month.						
	(c) A scanned copy of the report stamped & signed by an authorized person of the entity, should be uploaded within 7 days from the date of submitting report online as per instructions given for uploading the report.						
13	Note: Please note that due to technical reasons, the information sought in columns / rows may have to be rearranged as required while implementing the online reporting system.						

Schedule-E / Format: E-3-CGD		Monthly Report on Progress of CNG											
1	Name of the Authorized Entity										3	State	
2	Name of Geographical Area										5	Contract Year	
4	Report for the month of										5	Contract Year	
	6. Months	7. Number of CNG Stations Added					8. Number of CNG vehicles						
		Mother-cum-online	Online	Daughter Booster	Daughter	Total CNG Stations	Cars / Taxis	Autos	Buses	Others	Total		
9	No. B/F from Previous Year												
	April												
	May												
	June												
	July												
	August												
	September												
	October												
	November												
	December												
	January												
	February												
	March												
10	Cumulative Total												
11	CNG Selling Price at beginning of the month (Rs./ Kg)												
12	Any other information (Please write in the box):												
13	<b>Important guidelines for submitting the report:</b> (a) In case data is nil for any of the columns for the month, please enter zero '0' and 'N/A', if required information is not applicable. (b) Report must be submitted by 20 <sup>th</sup> of the following month. (c) A scanned copy of the report stamped & signed by an authorized person of the entity, should be uploaded within 7 days from the date of submitting report online as per instructions given for uploading the report.												
14	Note: Please note that due to technical reasons, the information sought in columns / rows may have to be rearranged as required while implementing the online reporting system.												

Schedule-E / Format: E-4-CGD		Monthly Report on Sale of Natural Gas					
1	Name of the Authorized Entity						
2	Name of Geographical Area		3	State			
4	Report for the month of		5	Contract Year			
Figures to be given in selling unit up to three decimals							
	6. Months	7. CNG Sales		8. PNG Sales (SCM)			9. Total Natural Gas Sales (CNG + PNG) in SCM
		(KG.)	(SCM)	Domestic	Commercial	Industrial	
	April						
	May						
	June						
	July						
	August						
	September						
	October						
	November						
	December						
	January						
	February						
	March						
10	Cumulative Total						
11	Selling price of Domestic PNG at beginning of the month in Rs. /SCM						
12	Any other information (Please write in the box):						
13	Important guidelines for submitting the report:						
	(a) In case data is nil for any of the columns for the month, please enter zero '0' and 'N/A', if required information is not applicable.						
	(b) Report must be submitted by 20 <sup>th</sup> of the following month.						
	(c) A scanned copy of the report stamped & signed by an authorized person of the entity, should be uploaded within 7 days from the date of submitting report online as per instructions given for uploading the report.						
14	Note: Please note that due to technical reasons, the information sought in columns / rows may have to be rearranged as required while implementing the online reporting system.						

(t) Schedule F shall be omitted;

(u) Schedule J shall be omitted;

(v) for Schedule K, the following Schedule shall be substituted, namely: -

**“Schedule-K**

**[See Regulation 5 (6) (e) (i)]**

**Methodology for Computation of Net worth**

<b>Serial Number</b>	<b>Type of Entity</b>	<b>Net Worth Calculation</b>
1	In case of a Company	As per method 1
2	In case of Cooperative Society	As per method 1 <i>Mutatis Mutandis</i>
3	In case of a Joint Venture Company	Consolidated net worth of promoter companies as per method 1 shall be considered, if supported by Corporate Guarantee from the Promoter companies in the format as specified in Appendix III
4	In case of a subsidiary company	Consolidated net worth of holding company shall be considered (to be computed as per Method 1), if supported by corporate guarantee from that holding company.
5	Other entities	As per method 2
6	Unincorporated consortium <b>or</b> unincorporated joint venture of	
	a) companies	As per method 1
	b) others	As per method 2 for non-company consortium member(s) and as per method 1 for company consortium member(s)

Methodology for net worth computation under Method 1:

Net worth shall be computed as defined in section 2 sub-section 57 of the Companies Act, 2013.

Methodology for Net Worth Computation under Method 2:

By valuation of assets on the following basis:

A. Investments in Listed (Quoted) companies in the name of the applicant (at market value)

(Detailed list to be enclosed)

- B. Margin of 30% on market value of listed (quoted) Investments
- C. Net value of listed Investments (A) – (B)
- D. Investments in unlisted (unquoted) companies (as per Note No. 2)
- E. Margin of 50% on (D)
- F. Net value of unlisted investments (D) – (E)
- G. Other investments like PPF, NSC, bank deposits, company deposits etc. at current value
- H. Total Net Investments (C) + (F) + (G)
- I. Market value of land and building component of the fixed assets (full details of such assets like survey number, location, address, extent of land & building to be furnished)
- J. Margin on I at 50%
- K. Net value of such fixed assets (I – J).
- L. Debtors not exceeding 3 months + cash & bank balances
- M. Current Liabilities
- N. Long term liabilities
- O. Net worth (H + K + L) – (M + N)

Notes: -

1. Valuation of fixed assets for the purpose of net worth should be certified by government approved valuers which shall not be more than 2 months old on the date of submission of the bid. Only those items of land and building that are in the name of the entity as well as in the possession of the entity or proprietor shall be included under the head (I) land & building component of the fixed assets. Those properties that are leased out by the entity or taken on lease shall not be included for computation of net worth. Fixed assets other than Land and Building shall not be included for the purpose of computation of net worth.

2. Valuation of unlisted investments would be at “fair value” of the said investment, i.e. the average of the “break-up value” and the “earning value” and for this purpose: -

a) the “break-up value” means the equity capital and reserves as reduced by intangible assets and revaluation reserves, divided by the number of equity shares of the investee company.

b) the “earning value” means the value of an equity share computed by taking the average of profits after tax as reduced by the preference dividend and adjusted for extra-ordinary and non-recurring items, for the immediately preceding three years and further divided by the number of equity shares of the investee company and capitalised at the following rate, namely: -

- (i) In case of predominantly manufacturing company, eight percent;
- (ii) In case of predominantly trading company, ten percent;
- (iii) In case of any other company, including an NBFC, twelve percent; and
- (iv) If, an investee company is a loss making company, the earning value will be taken at zero.

(e.g. earning value for an NBFC with capitalisation rate of 12%, is earning per share multiplied by 100/12)

3. Details of items comprising investments, current assets, current liabilities and long term liabilities shall be given separately.

4. Current assets should exclude loans to related entities, bad and doubtful debts and debts outstanding for more than 3 months, advance against capital assets, pledged securities or assets, prepaid expenses and also intangible assets.

5. Valuation of properties will be net of encumbrances with details of loan and other encumbrances, if any. In case there is no encumbrance, it shall be supported with a certificate by the entity that these are free from all encumbrances.

6. Company includes limited, private limited and limited liability partnerships (LLP).

7. In case the bidder is supported by an equity fund, net-worth shall be lower of assets under management of the equity fund and the amount of support by a legally binding document for supporting the entity to achieve the work program.”;

**(w) after Appendix II, the following Appendices shall be inserted, namely: -**

**Appendix III**

**[See second Proviso of Regulation 10 (3)]**

**(On non-judicial stamp paper of appropriate value)**

**CORPORATE GUARANTEE FORMAT**

THIS GUARANTEE (“Guarantee”) is issued on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, a Company organised and existing under the laws of \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “**Guarantor**”), at the request and behest of \_\_\_\_\_, a Wholly Owned Subsidiary Company of the Guarantor organised and existing under the laws of \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “**Wholly Owned Subsidiary**”), in favour of **Petroleum and Natural Gas Regulatory Board**, constituted under The Petroleum and Natural Gas Regulatory Board Act, 2006 (having its Registered Office at 1<sup>st</sup> Floor, World Trade Center, Babar Road, New Delhi-110001 (hereinafter referred to as “**Beneficiary**” or “**PNGRB**”).

## **WHEREAS:**

The Beneficiary has granted authorisation to the Guarantor to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Network(s) for ..... (hereinafter referred as “**Geographical Area**”) vide letter dated \_\_\_\_\_ (hereinafter referred as “**Authorisation**”). The Guarantor is willing to transfer the Authorisation of the geographical area authorised by the Beneficiary, along with the rights and obligations, in favour of its Wholly Owned Subsidiary. The Guarantor vide its letter dated \_\_\_\_\_ informed the Beneficiary that Wholly Owned Subsidiary, will comply with the Authorisation terms and conditions. For this reason, the Guarantor is ready and willing to give a Corporate Guarantee (CG) inter alia for the performance of the Wholly Owned Subsidiary to the terms and conditions of the Authorisation and on failure to assume the said obligations.

**We**, the Guarantor hereby record the terms and conditions governing our obligations under this Guarantee with the intent of being legally bound by the same and hereby agree, covenant and bind ourselves as follows: -

1. The Guarantor hereby irrevocably and unconditionally guarantees to Beneficiary that its Wholly Owned Subsidiary will perform its obligations under the terms and conditions of the Authorisation and agrees to provide further guarantees, if so desired by Beneficiary, in terms of the Authorisation.
2. The Guarantor unconditionally and irrevocably guarantees to the Beneficiary that it will make available or cause to be made available all financial, technical and other resources required to ensure that the Wholly Owned Subsidiary can carry out its obligations of Work Programme as per the terms and conditions of the Authorisation and that the Wholly Owned Subsidiary at all times fully and effectively discharge its obligations under the terms and conditions of Authorisation, including by discharging the obligations within the time and cost so stipulated.
3. The Guarantor hereby agrees that if the Wholly Owned Subsidiary shall in any respect commit any breach or fails to fulfill any of the terms of the or complete it in all respects or if there is a failure to meet any obligations, then, the Guarantor will forthwith perform the same and fulfill all the obligations required under terms and conditions of Authorisation on behalf of the Wholly Owned Subsidiary, without any extra cost and time implications or will pay the penalty as per the extant Regulations.
4. The Guarantor further undertakes to indemnify all losses, damages, expenses, claims, costs and proceedings due to the failure or breach on the part of its Wholly Owned Subsidiary.
5. The Guarantor assures and undertakes that during the term of the Exclusivity Period or of any guarantee for performance as per the Authorisation, the Guarantor and the Guarantor’s liability shall not be affected due to any incapacity or lack of power or legal personality or change in the status of the Wholly Owned Subsidiary or the Guarantor.
6. The Guarantor’s liabilities under this Guarantee shall not exceed the liability of the Wholly Owned Subsidiary under the terms and conditions of Authorisation but this

shall in any manner not affect the Guarantor's own responsibilities and liabilities under the Guarantee.

7. The obligation of the Guarantor shall take effect from the date of this Guarantee and shall remain in full force until all the obligations of the Wholly Owned Subsidiary have been fully performed and discharged. The Guarantor further undertakes to perform forthwith without insisting on any proof of breach of terms and conditions of Authorisation by its Wholly Owned Subsidiary and purely relying on Beneficiary's written demand.
8. The liabilities of the Guarantor shall not be discharged, diminished or otherwise affected by -
  - (a) any change in the Articles of Association or Bye-Laws or constitution of the Wholly Owned Subsidiary or the Guarantor;
  - (b) any time, indulgence, waiver or consent given to Wholly Owned Subsidiary by the Beneficiary;
  - (c) any amendment to the terms and conditions of Authorisation or any security or other guarantee or indemnity to which Wholly Owned Subsidiary has agreed; and
  - (d) The dissolution, amalgamation, reconstruction or reorganisation of Wholly Owned Subsidiary or Guarantor.

**9. NOTICE:**

Any notice, demand, declaration or other communication to be given by the Beneficiary or the Guarantor to the other shall be in writing, in English language and delivered in person or by Air Mail or by Courier Services or by Facsimile or by E-Mail to the address given below, namely: -

<b>For Guarantor</b>	
Attention of	
Mailing Address	
Email Address	
Fax No.	
<b>For Beneficiary</b>	
Attention of	<i>Secretary,</i>
Mailing Address	<i>Petroleum and Natural Gas Regulatory Board, 1st Floor, World Trade Centre, Babar Road, New Delhi 110001.</i>
Email Address	<a href="mailto:secretary@pngrb.gov.in">secretary@pngrb.gov.in</a>
Fax No.	<i>011-23709151</i>

10. **GOVERNING LAW AND JURISDICTION:**

This Guarantee shall be exclusively governed by and construed in accordance with the laws of India without giving effect to the principles of conflict of laws therein. No party shall take a plea that any forum is inconvenient. It may be enforced in terms of the Indian laws.

11. This Guarantee may be executed in one or more counterparts, all of which shall be read and construed as one document and any fax copy or scanned copy or print of a scanned copy of a signed Guarantee shall be deemed to be an original signature.
12. No modification, alteration or amendment of this Guarantee or any of its terms or provisions shall be valid or legally binding unless the Beneficiary consents to the same in writing.
13. No failure to take any action with respect to a breach of this Guarantee or a default by any other party shall constitute a waiver of the Beneficiary's right to enforce any provision of this Guarantee or to take action with respect to such breach or default or any subsequent breach or default.
14. Waiver of any breach or failure to comply with any provisions of this Guarantee shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Guarantee, unless any such waiver has been consented to by the Beneficiary in writing.
15. This document has been executed by a duly authorised signatory on behalf of the Guarantor having the requisite power to do so.

**IN WITNESS WHEREOF** the Guarantor has duly executed this Guarantee as at the date first above written.

**For and on behalf of Guarantor**

**For and on behalf of Wholly Owned  
Subsidiary**

Name and Signature of Authorised  
signatory along with official seal

Name and Signature of Authorised  
signatory along with official seal

**Witness:**

**Witness:**

**Signature:**

**Signature:**

Name:

Name:

Designation

Designation

Date:

Date:

**(z) Appendix IV shall be added, namely: -**

**“Appendix -IV**

**[ See Schedule K]**

**(On non-judicial stamp paper of appropriate value)**

**PROMOTER OR HOLDING COMPANY GUARANTEE FORMAT**

THIS GUARANTEE (“Guarantee”) is issued on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, a Company organised and existing under the laws of \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ \*(and by \_\_\_\_\_ a Company organised and existing under the laws of \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ singly and/or jointly)\* hereinafter referred to as “Guarantor”, at the request and/or behest of \_\_\_\_\_, a Company organised and existing under the laws of \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “Bidding Entity”), in favour of Petroleum and Natural Gas Regulatory Board, constituted under The Petroleum and Natural Gas Regulatory Board Act, 2006 (09 of 2006) having its Registered Office at 1<sup>st</sup> Floor, World Trade Center, Babar Road, New Delhi-110001 (hereinafter referred to as “Beneficiary” or “PNGRB”).

**WHEREAS**

The Beneficiary has floated an Application cum-Bid document dated \_\_\_\_\_ inviting offers from Bidders for \_\_\_\_\_(purpose). The Bidding Entity has submitted their Application cum Bid document dated \_\_\_\_\_ and advised the Beneficiary that the Bidding entity is the Joint Venture/Subsidiary Company of the Guarantor. The Guarantor vide its letter dated \_\_\_\_\_ informed the Beneficiary that Bidding Entity, will participate in the Application cum-Bid document and desired that the Application cum-Bid document be considered by the Beneficiary based on the technical and financial strength of the Guarantor. For this reason, the Guarantor is ready and willing to give a Promoter Guarantee or Parent Company Guarantee (PCG) inter alia for the performance of the Bidding Entity to the terms and conditions of the Application cum-Bid document and on failure of Bidding Entity to assume the said obligations.

Having examined the ‘Application-cum-Bid document’ with reference to Bid No..... we....., being the Promoter or Holding Company of .....(Bidding Entity), certify that we possess the financial net worth as required by the Petroleum and Natural Gas Regulatory Board (Authorising Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008.

Our net worth (calculated in accordance with provisions of the above regulations) and as certified by Chartered Accountant for the last financial year i.e..... is Rs..... Million. Certificate and documents in support of calculations are enclosed as Annexure.....

We, the Guarantor hereby record the terms and conditions governing our obligations under this Guarantee with the intent of being legally bound by the same and hereby agree, covenant and bind ourselves as follows, namely: -

1. We.....as promoter/holding company of..... (Bidding Entity) undertake that our financial contribution to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks in the authorised geographical area of .....shall be infused in a phased manner as per the project financing schedule approved at the time of achieving financial closure.
2. The Guarantor hereby irrevocably and unconditionally guarantees to Beneficiary that Bidding Entity will perform its obligations as per the terms and conditions of the Application cum-Bid document, if the Bid is awarded to them in future for \_\_\_\_\_ and agrees to provide further Guarantee, if so desired by Beneficiary, in terms of the Application cum-Bid document.
3. The Guarantor further unconditionally and irrevocably guarantees to the Beneficiary the due and punctual compliance by the Bidding Entity of any obligations under the Application cum-Bid document.
4. The Guarantor unconditionally and irrevocably guarantees to the Beneficiary that it will make available or cause to be made available to the Bidding Entity all financial, technical and other resources required to ensure that the Bidding Entity can carry out its obligations as per the Application cum-Bid documents terms and conditions and that the Bidding Entity at all times fully and effectively discharge its obligations under the terms and conditions of Application cum-Bid document.
5. The Guarantor hereby agrees that if the Bidding Entity shall in any respect commit any breach or fails to fulfill any of the terms of the Application cum-Bid document or complete it in all respects or if there is a failure to meet any obligations then the Guarantor will forthwith perform the same and fulfill all the obligations required under Application cum-Bid document terms and conditions on behalf of the Bidding Entity.
6. The Guarantor further undertakes to indemnify all losses, damages, expenses, claims, costs and proceedings which may be suffered or incurred by Beneficiary due to the failure or breach on the part of Bidding Entity.
7. The Guarantor assures and undertakes that during the term of the completion of the Work Program or performance as per the Application cum-Bid document, the Bidding Entity shall continue to be the Joint Venture/ Subsidiary Company of the Guarantor and the Guarantor's liability shall not be affected due to any incapacity or lack of

power or legal personality or change in the status of the Bidding Entity or the Guarantor.

8. The Guarantor's liabilities under this Guarantee shall not exceed the liability of the Bidding Entity under the Application cum-Bid document terms and conditions but this shall in any manner not affect the Guarantor's own responsibilities and liabilities under the Guarantee.
9. The obligation of the Guarantor shall take effect from the date of this Guarantee and shall remain in full force until all the obligations of the Bidding Entity have been fully performed and discharged. The Guarantor further undertakes to perform forthwith without insisting on any proof of breach of Application cum- Bid document by its Bidding Entity and purely relying on Beneficiary's written demand.
10. The liabilities of the Guarantor shall not be discharged, diminished or otherwise affected by: -
  - (a) any change in the Articles of Association or Bye-Laws or constitution of the Bidding Entity or the Guarantor;
  - (b) any time, indulgence, waiver or consent given to Bidding Entity by the Beneficiary;
  - (c) any amendment to the Authorisation or any security or other guarantee or indemnity to which Bidding Entity has agreed; and
  - (d) The dissolution, amalgamation, reconstruction or reorganization of Bidding Entity or Guarantor.

#### 11. NOTICES:

Any notice, demand, declaration or other communication to be given by the Beneficiary or the Guarantor to the other shall be in writing, in English language and delivered in person or by Air Mail or by Courier Services or by Facsimile or by E-Mail to the address given below, namely: -

For Guarantor	
Attention of	
Mailing Address	
Email Address	
Fax No.	

For Beneficiary	
Attention of	<i>Secretary,</i>
Mailing Address	<i>Petroleum and Natural Gas Regulatory Board, 1<sup>st</sup> Floor, World Trade Centre, Babar Road, New Delhi 110001.</i>
Email Address	<a href="mailto:secretary@pngrb.gov.in">secretary@pngrb.gov.in</a>
Fax No.	<i>011-23709151</i>

## 12. GOVERNING LAW AND JURISDICTION:

This Guarantee shall be exclusively governed by and construed in accordance with the laws of India without giving effect to the principles of conflict of laws therein. No party shall take a plea that any forum is inconvenient. It may be enforced in terms of the Indian laws.

13. This Guarantee may be executed in one or more counterparts, all of which shall be read and construed as one document and any fax copy or scanned copy or print of a scanned copy of a signed Guarantee shall be deemed to be an original signature.
14. No modification, alteration or amendment of this Guarantee or any of its terms or provisions shall be valid or legally binding unless the Beneficiary consents to the same in writing.
15. No failure to take any action with respect to a breach of this Guarantee or a default by any other party shall constitute a waiver of the Beneficiary's right to enforce any provision of this Guarantee or to take action with respect to such breach or default or any subsequent breach or default.
16. Waiver of any breach or failure to comply with any provisions of this Guarantee shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Guarantee, unless any such waiver has been consented to by the concerned party in writing.
17. This document has been executed by a duly authorized signatory on behalf of the Guarantor having the requisite power to do so.

IN WITNESS WHEREOF the Guarantor has duly executed this Guarantee as at the date first above written.

For and on behalf of Guarantor

\*For and on behalf of Guarantor

Name and Signature of Authorised signatory  
along with official seal

Name and Signature of Authorised signatory  
along with official seal

For and on behalf of Bidder

Witness:

Signature:

Name:

Designation

Name and Signature of Authorised signatory  
along with official seal

Date:

Witness:

Signature:

Name:

Designation

Date:

\* to be added in case of multiple Guarantors

File No.....

**Vandana Sharma**

**Secretary**

**Petroleum and Natural Gas Regulatory Board**

**Foot Note:** Principal regulations were notified vide no. G.S.R. 196(E) dated 19th March, 2008 and subsequently amended vide G.S.R. 800 (E) dated 19th November, 2008, G.S.R. 295 (E) dated 30th April, 2009, G.S.R. 478(E) dated 7th June, 2010, G.S.R. 605 (E) dated 19th July, 2010, F.No. PNGRB/ CGD/ REGULATIONS/REVIEW-2011/2012-III dated 21st June, 2013, F. No. PNGRB/CGD/BID/4/2013-PRE BID dated 7th April, 2014, F.No. L-MISC/VI/I/2007 dated 1st January, 2015, F.No. PNGRB/ CGD/ Regulations/Amend/2015 dated 13th February 2015, PNGRB/CGD/Amendment/2015/2 dated 11th December 2015 and F. No. PNGRB/CGD/Amendment/ 2015/2/SC dated 26<sup>th</sup> April 2016.