



Bid No.: _____

**APPLICATION-CUM-BID DOCUMENT
FOR
GRANT OF AUTHORIZATION TO LAY, BUILD, OPERATE OR
EXPAND CITY OR LOCAL NATURAL GAS DISTRIBUTION
NETWORK IN THE GEOGRAPHICAL AREA OF**

**1st Floor, World Trade Centre, Babar Road,
New Delhi – 110 001, India**

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APPLICATION - CUM – BID DOCUMENT

SAMPLE

NOTICE INVITING TENDER

1. **Online bids are invited on single stage two bid system for “Development of City Gas Distribution Network for _____ Geographical Area under Regulation 5 of PNGRB (Authorizing Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008”. Manual bids shall not be accepted.**

2. Document Download: Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in tender document.

3. **Bid Submission:**

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. Bidder who has downloaded the tender from Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> , <https://eprocure.gov.in/epublish/app> **shall not tamper/ modify the tender form including downloaded price bid template in any manner.** In case the same is found tempered/modified in any manner, tender will be completely rejected and EMD shall be forfeited and tenderer shall be blacklisted.

5. Intending Bidder are **advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission** of tender for any corrigendum(s) / addendum(s) / amendment(s).

6. Bidders must provide demand draft for Rs 5000/- (Rupees Five thousand only) towards each tender document (to be purchased on or after publication date of this tender) in favor of Petroleum and Natural Gas Regulatory Board Payable at New Delhi obtained from any Nationalized/ scheduled Bank initially valid for three months with their application/downloaded tenders. The applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on PNGRB. Tender not accompanied with the cost of tender documents or with a validity period less than 1 months from the bid submission closing dates shall be rejected.

7. **Application Fee:**

Application fee is to be deposited either through Demand Draft in favour of Petroleum and Natural Gas Regulatory Board payable at New Delhi or electronically by RTGS in the account of PNGRB at the below mentioned details. Bidders are required to submit the details of application fee at the time of Bid submission.

BANK Details for application fee through NEFT/RTGS:

Bank Name – State Bank of India

IFSC Code – SBIN0017313

Account Number – 37701381383

8. The Hard Copy of original documents in respect of cost of tender document, application fee, Bid Bond Bank Guarantee, and Power of attorney/Board Resolution must be delivered to the Secretary, PNGRB on or before bid opening date/time as mentioned in critical date sheet. Failure to submit any of above mentioned shall result in non-opening of technical bid. The Demand Drafts attached/submitted for tender fee and application fee shall be non-refundable.

9. Bids will be opened as per date/time as mentioned in the **Basic Bid schedule** given at Page 7. After online opening of Technical-Bid, the results of their qualification as well Price-Bid opening date and time will be intimated later.

Submission of Tender

The tender shall be submitted online in two parts, viz., technical bid and price bid.

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by any other mode shall not be considered. No correspondence will be entertained in this matter.

PETROLEUM AND NATURAL GAS REGULATORY BOARD (PNGRB)

**1st Floor, World Trade Centre,
Babar Road, New Delhi – 110 001, India**

**INVITATION FOR APPLICATION-CUM-BID
FOR
GRANT OF AUTHORIZATION TO LAY, BUILD, OPERAT OR EXPAND CITY OR LOCAL
NATURAL GAS DISTRIBUTION NETWORK IN THE GEOGRAPHICAL AREA OF**

Bid No.	_____
Price of Bid Document	Rs. 5,000 (Rupees Five thousand only)
Date of Issue	_____
Type of Bid	E-Tender: Single Stage Two Envelope – Public Tender Opening event
Pre-Bid conference date and time	_____
Bid Closing Date & Time	_____
Part I (Technical Bid) : Opening Date & Time	_____
Part II (Financial Bid) : Opening Date & Time	Shall be intimated later
Venue of Bid Opening	PNGRB, 1 st Floor, World Trade Centre, Babar Road, New Delhi – 110 001, India
Bid Bond	_____
Application Fee (Non-refundable)	_____

1. PNGRB invites e- Application-cum-Bids from interested parties for the above-mentioned purpose. Manual bids shall not be accepted.
2. The 'Application-cum-Bid document' available on the web site of PNGRB is for reference only. The tender document available at NIC site <https://eprocure.gov.in/eprocure/app> shall be final and binding.
3. The above Bid Number must appear on all correspondences and documents. For preparation and submission of bids, kindly refer 'Application-cum-Bid document' and the regulations as notified by the Petroleum and Natural Gas Regulatory Board (PNGRB) in the Gazette of India which are also available on website of PNGRB <http://www.pngrb.gov.in>. The reference of PNGRB Act and Regulations appearing in the 'Application-cum-Bid document' is to aid better understanding of the bidders of the relevant regulations.

4. The bidder should read the conditions of 'Application-cum-Bid-document' carefully and submit the same to PNGRB in Part I (Technical Bid) duly signed and stamped on each page by them in token of having read, understood and accepted the conditions.
5. Please note that this is a '**zero deviation**' Application-cum-Bid. Entities are advised to strictly conform to 'Application-cum-Bid document' and not to stipulate any deviation / condition in their Application-cum-Bid. Entities are requested to submit the documents / confirmations strictly as per the check list enclosed with the 'Application-cum-Bid document'. Any deviation shall make the bid liable for rejection.
6. The Application-cum-Bid document is non-transferable in any other name at any stage. Application-cum-Bid document purchased by an entity can be used by the consortium as long as the entity that purchased the bid document remains the lead equity partner. None of the stakeholders would own equity more than that of lead partner and the lead partner shall have to be declared upfront. In case of a Consortium, the bid shall be submitted by the lead partner only.

Similarly, bid document purchased by a consortium can be used by the consortium with additional partners, as long as the lead partner of the consortium declared at the time of bid purchase remains the same. Further, any entity (as a partner in an un-incorporated consortium or otherwise) can submit only one bid.
7. The date, time and venue of the Financial Bid opening shall be communicated to the bidders who qualify in Technical Bid.
8. The entity shall certify that:
 - (i) Its Application-cum-Bid is genuine and is not made in the interest of or on the behalf of any undisclosed person, association of persons, firm, company, or co-operative society, and is not submitted in conformity with and agreement of any undisclosed person, association of persons, firm, company, or co-operative society.
 - (ii) It has not solicited or induced any undisclosed person, association of persons, firm, company, or co-operative society to refrain from submitting Application-cum-Bid.
9. PNGRB reserves the right to accept / reject any or all Application-cum-Bids without assigning any reason(s) whatsoever.
10. In case bid submission day is declared holiday by Govt. of India, the next working day shall be treated as day for submission of Application-cum-Bids. Accordingly, the Part I - Technical Bid opening date shall also be changed. There shall be no change in the timings and venue.

11. For any clarifications on this 'Application-cum-Bid document', please contact:

**Secretary,
Petroleum and Natural Gas Regulatory Board,
1st Floor, World Trade Centre, Babar Road, New Delhi – 110 001, India.
Email: cgd-bids@pngrb.gov.in Telephone No: (+91) 11-23457729**

Please acknowledge receipt and submit Application-cum-Bid to the undersigned before the stipulated bid closing.

Thanking You

Secretary

For & on behalf of

PETROLEUM AND NATURAL GAS REGULATORY BOARD

SAMPLE

PART I

INSTRUCTIONS TO BIDDERS

INTRODUCTION

Petroleum and Natural Gas Regulatory Board (PNGRB) was established by an Act of Parliament. The objective of PNGRB is to regulate the refining, processing, storage, transportation, distribution, marketing and sale of petroleum, petroleum products and natural gas excluding production of crude oil and natural gas so as to protect the interests of consumers and entities engaged in specified activities relating to petroleum, petroleum products and natural gas and to ensure uninterrupted and adequate supply of petroleum, petroleum products and natural gas in all parts of the country and to promote competitive markets and for matters connected therewith or incidental thereto.

So far, PNGRB has inter-alia notified the following regulations and amendments thereto, related to CGD in the Gazette of India which shall be applicable to all the bidding entities and are available on website <http://www.pngrb.gov.in> for ready reference:

1. GSR 196 (E) - Petroleum and Natural Gas Regulatory Board (Authorizing Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008 (PNGRB CGD Authorization Regulation) and amendments thereto;
2. GSR 198 (E) - Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Networks) Regulations, 2008 and amendments thereto;
3. GSR 540(E); Petroleum and Natural Gas Regulatory Board (Affiliate Code of Conduct for Entities Engaged in Marketing of Natural Gas and Laying, Building, Operating, or Expanding Natural Gas Pipeline) Regulations 2008 and amendments thereto;
4. GSR 612 (E) - Petroleum and Natural Gas Regulatory Board (Technical Standards and Specifications including Safety Standards for City or Local Natural Gas Distribution Networks) Regulations, 2008 and amendments thereto;
5. GSR 720 (E) - Petroleum and Natural Gas Regulatory Board (Code of Practice for Quality of Service for City or Local Natural Gas Distribution Networks) Regulations, 2010 and amendments thereto;
6. F. No. PNGRB/Auth/1-CGD(16)/2020 (P-2748) - Petroleum and Natural Gas Regulatory Board (Access Code for City or Local Natural Gas Distribution Networks) Regulations, 2020;
7. F. No. INFRA/IMP/CGD/1/2013-Petroleum and Natural Gas Regulatory Board (Integrity Management System for City or Local Natural Gas Distribution Networks) Regulations, 2013;

8. F. No. Infra/PNGRB/Capdet/CGD/02/2015- Petroleum and Natural Gas Regulatory Board (Determining Capacity of City or Local Natural Gas Distribution Network) Regulations, 2015 and amendments thereto;
9. GSR INFRA/T4S/LNG/05- PNGRB (Technical Standards and Specifications including Safety Standards for Liquefied Natural Gas Facilities) Regulation, 2018;
10. F. No. PNGRB/Auth/7-Misc(03)/2015 (P-143) - Petroleum and Natural Gas Regulatory Board (Guiding Principles for Declaring City or Local Natural Gas Distribution Networks as Common Carrier or Contract Carrier) Regulations, 2020;
11. G.S.R. 39(E) - Petroleum and Natural Gas Regulatory Board (Codes of Practices for Emergency Response and Disaster Management Plan) Regulation 2010 and amendments thereto;
12. F. No. INFRA/T4S/SC-6/4/18 - Petroleum and Natural Gas Regulatory Board (Technical Standards and Specifications including Safety Standards for dispensing of Automotive Fuels Regulations, 2018 and amendments thereto; and
13. G.S.R. 732(E) - Petroleum and Natural Gas Regulatory Board (Levy of Fee and Other Charges) Regulations, 2007 and amendments thereto.

Besides, other relevant regulations shall be applicable as notified by PNGRB from time to time.

1.1 GEOGRAPHICAL AREA AND RELATED INFORMATION

- 1.1.1 PNGRB is inviting applications-cum-bids for grant of authorization for developing City Gas Distribution (CGD) network in the geographical area of _____. The Charge Areas within this GA are given at Annexure-1.
- 1.1.2 The district boundary within this GA shall be as defined by the respective local authority, such as district administration. Bidders may procure the maps for identification of District and Charge Area boundaries from Survey of India. However, the boundary should be duly vetted by district administration for correctness on ground. Bidders are informed that any dispute arising in relation to boundary shall be dealt directly with the District Administration or Municipal Corporation. PNGRB shall have no role in defining the boundary, except the nomenclature of that particular district and charge areas falling in the GA.
- 1.1.3 In case, any part(s) of a district(s) covered under this GA has already been authorized earlier by PNGRB for development of CGD Network, then that part(s) shall accordingly be excluded

from being covered under this GA. It is the bidder's responsibility to check for such area(s) in each district before submission of bid.

1.1.4 The source of natural gas for this GA is envisaged as _____. However, bidder is free to take natural gas from any other pipeline, LNG Terminal etc.

1.1.5 The authorized entity, as stipulated in the CGD authorization regulations, shall be required to reach all the Charge Areas mentioned in this ACBD.

1.1.6 CNG stations being an integral part of the CGD network is under Judicial scrutiny of High Court of Punjab and Haryana at Chandigarh in the matter of Jitender Moudgil & Others Vs State of Punjab & Others (CWP No.13490 of 2008). The outcome of this court order shall be applicable to this GA.

1.2 SCOPE OF WORK

The authorized entity shall be required to lay, build, operate or expand the CGD networks to meet requirement of natural gas in domestic, commercial and industrial segments including Natural Gas in the vehicular segment in the said geographical area in line with the regulations laid down by the PNGRB. and also comply with the relevant regulations notified from time to time.

1.3 APPLICATION FEE, BIDDERS' MINIMUM ELIGIBILITY CRITERIA AND BID BOND

1.3.1 Bidder shall furnish non-refundable application fee by RTGS/NEFT/Demand Draft/ Pay Order of value as mentioned in 'Invitation for Application-cum-Bid', favouring "Petroleum and Natural Gas Regulatory Board" and payable at New Delhi, issued by Scheduled Commercial Banks (except Co-operative and Gramin Bank) or any branch of foreign bank in India. The application fee shall be submitted to PNGRB before the due date and time of submission of bid.

The Application-cum-Bid without application fee shall be summarily rejected.

1.3.2 The requirements of experience mentioned under clauses (a) to (k) of sub-regulation 6 of regulation 5 of the PNGRB CGD Authorization Regulation and any amendments thereto shall be considered while scrutinizing the Application-cum-Bids received.

1.3.3 Net worth of the Entity

The net worth of the entity to be considered for qualification for any bid shall be as per requirement in line with the clause (e) of the sub-regulation 6 of regulation 5 of the PNGRB CGD Authorization Regulation.

The net worth calculation shall be based on latest available audited accounts, which shall not be more than 18 months old as on the bid closing date. This statement shall be signed by the authorised signatory (in case the entity is a company) or CEO/ Proprietor/authorized Partner (in case the entity is other than a company) and duly certified by a Chartered Accountant.

1.3.4 Requirement for Qualification

Following documents shall be required to be submitted for qualification under Regulation 5 (6) (b):

Category	Documents Required
If Bidder is owner of hydrocarbon steel pipelines totaling to a length not less than 300 km, or has a joint venture with another entity (with at least eleven percent equity holding by that entity) which has constructed a hydrocarbon steel pipeline totaling to a length of not less than 300 km	i) Grant /Acceptance of Authorization issued by PNGRB. In case bidder has own hydrocarbon steel pipelines outside India, then proof of ownership of such pipelines. ii) Schedule- E showing commissioning of such pipelines of length not less than 300 km. For foreign pipelines, documentary evidence of commissioning of such pipelines of length not less than 300 km.
If bidder is not the owner of pipeline but constructed hydrocarbon steel pipelines of length not less than 300 km	Work orders and completion certificates.
If bidder is an authorized entity by PNGRB for development of a CGD network or was authorized by PNGRB as one of the consortium partners for development of a CGD Network or has a joint venture with	Grant / Acceptance of Authorization issued by PNGRB.

another entity (with at least eleven percent equity holding by that entity) which by itself or as one of the consortium partners was authorized by PNGRB for development of a CGD Network	
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The requirements of experience mentioned under regulation 5 (6) (c) (iv) shall be met by three technically qualified persons. If applicable, qualification of at least 2 out of minimum required 3 technically qualified personnel shall have degree in Engineering from any recognized Institution / University. The entity shall be required to submit copies of the qualifications i.e., Certificates/Mark sheets from University /Board etc. as well as work experience certificates for 3 technically qualified personnel. A certification from the CEO/ signatory authorized by the Board (in case the entity is a company) or CEO/ Proprietor/ authorized Partner (in case the entity is other than a company) in Annexure 12 certifying the adequacy of their experience as required under sub-regulation 5(6)(c)(iv) of PNGRB CGD Authorisation Regulation shall be submitted. Salary statement, statement of credit of salary / Form 16 to be provided to substantiate that the personnel is on permanent role. A Chartered Accountant shall certify that these personnel are on their permanent rolls at the time of bid submission.

- 1.3.5 In case the bidder submitting the bid does not fulfil the requirements of any criteria under clause 1.3.1 and 1.3.4 above, the bid submitted shall be rejected and a communication in this regard shall be sent and the financial bid shall not be opened for that bidder.
- 1.3.6 Bidder shall furnish a bid bond by RTGS or NEFT or Demand Draft or Pay Order or Bank Guarantee (exactly as per Annexure 8) of value as mentioned in 'Invitation for Application-cum-Bid', favouring Petroleum and Natural Gas Regulatory Board and payable at New Delhi issued by Scheduled commercial Banks (except Cooperative and Gramin Bank) or any branch of foreign bank in India. The bid bond shall be submitted to PNGRB before the due date and time of submission of bid. The Application-cum-Bid without bid bond shall be summarily rejected. The PNGRB shall not be liable to pay any interest on the amount of bid bond.
- 1.3.7 The Bid Bond shall be encashed/ released / retained as per regulation 5(6)(k) of CGD Authorization Regulations. For the purpose of this clause,

- (a) 'Walk out' by an entity shall mean withdrawal from the bidding process by an entity in the interval between the prescribed deadline of 24 hours before the due time & date of bid submission and the expiration of the period of bid validity.
- (b) 'Successful bidder' means the entity which submits bid and is granted the authorisation and the remaining entities submitting the bid for development of CGD network for that particular Geographical Area (GA) are referred to as 'unsuccessful entities'.
- (c) In case of successful bidder, the Bid Bond may be forfeited, if the bidder:
- (i). fails to accept the grant of authorization
 - (ii). fails to furnish Performance Guarantee/Bond within the specified time limit
 - (iii). fails to accept correction of errors in financial bid
 - (iv). has submitted forged/ incorrect documents/ information
- 1.4 In case of bidding by a consortium, MOU/JV agreement entered into by the parties of the consortium clearly stating the lead partner along with the extent of equity holding percentage in case of forming a company as per the Regulation 5(6)(f) of CGD Authorization Regulations, as well as Authorised signatory to the Application Cum Bid shall be furnished. Documents/details as required in the bid must be furnished by each partner member of the consortium/joint venture, complete in all respects along with the bid offer. Each qualifying criteria must be met by at least one of the partners clearly indicating so in the application-cum-bid except for the net worth, which shall be dealt as per Schedule- K of PNGRB CGD Authorization Regulation. The bank guarantee for bid bond, in this case and in the case of already existing JV, can be submitted by any of the partner/promoter submitting the BG holding itself jointly and severally liable for any default of the consortium or the JV which may lead to encashment of the Bank Guarantee for bid bond.
- 1.5 In case of bidding by a wholly owned subsidiary, each qualifying criteria have to be met by the subsidiary or the parent company and documents/details furnished accordingly. In this case the Bank Guarantee for bid bond is to be furnished either by the subsidiary or the parent company.
- 1.6 In case a bidder entity bids for more than one GA, then the minimum net-worth requirement shall be calculated by considering 100% of minimum net-worth required for the bidden GA having the highest population, plus 20% of minimum net-worth required for each of the other GAs. For example, if a bidder has submitted bids for 4 GAs namely A, B, C and D and out of

these four GAs, 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.

2.0 BIDDING DOCUMENT

2.1 DOCUMENTATION

The bidder is expected to examine all the contents of the 'Application-cum-Bid document', including all instructions, forms, terms and conditions and the regulations of PNGRB. The 'Application-cum-Bid document' together with all its annexures thereto shall be considered to be read, understood and accepted by the bidder. Failure to furnish any information required as per the 'Application-cum-Bid document' or submission of Application-cum-Bid not complete in every respect will be at bidder's risk and may result in the rejection of the Application-cum-Bid.

2.1.1 This 'Application-cum-Bid document' comprises of following Annexures. The bidder shall note the following with respect to these Annexures:

Annexure 1	Charge Areas in the Geographical Area	The bidder shall verify details of GA, which has been included in the Annexure as per Census 2011 data
Annexure 2	Bid Forwarding Letter	The bidder shall submit the Application cum-Bid forwarded by this format in their letter-head duly signed by the bidder or authorized signatory along with official seal. This shall be submitted as a part of Application-cum-Bid in both technical and financial bids.
Annexure 3	Check-list	The bidder shall confirm the check-list in the given format duly signed by the bidder or authorized signatory along with official seal. This shall be submitted separately as a part of Technical Bid. This Annexure is

meant to help the bidder to complete their Application-cum-Bid in all respects.

Annexure 4 Information to be given by bidder The bidder shall provide required information in the given format duly filled-in and signed by the bidder or authorized signatory along with official seal. This shall be submitted separately as a part of Technical Bid.

Annexure 5 Bidder's particulars with respect to minimum eligibility criteria The bidder shall provide required information in the given format duly filled-in and signed by the bidder or authorized signatory along with official seal attaching supporting documents. This shall be submitted separately as a part of Technical Bid.

Annexure 6 Undertaking The bidder shall provide required undertaking in the given format in their letterhead duly signed by the bidder or authorized signatory along with official seal. This shall be submitted separately as a part of Technical Bid.

Annexure 7 No Deviation Confirmation The bidder shall provide required confirmation in the given format in their letter-head duly signed by the bidder or authorized signatory along with official seal. This shall be submitted separately as a part of Technical Bid.

Annexure 8	Proforma of Bid Bond Bank Guarantee	The bidder shall provide their acceptance by signing on Proforma of Bid Bond Bank Guarantee by the bidder or authorized signatory along with official seal. This shall be submitted separately as a part of Technical Bid. Validity of the bid bond bank guarantee shall initially be 150 days from the bid closing date. In case of any delay in finalizing the bid, the bidder shall either suo-moto, or on request of PNGRB, extend the validity of Bid Bond Bank Guarantee.
Annexure 9	Form of Chartered Accountants certificate for Net worth	The bidder shall provide certificate from a Chartered Accountant for their Net worth, duly signed and sealed as per the format provided herein. This shall be submitted separately as a part of Technical Bid.
Annexure 10	Proforma for Promoter or Holding Company Guarantee	If bidder is not meeting net worth criteria on its own, the bidder shall provide Corporate Guarantee from its promoter companies or parent company for consideration of combined/ consolidated net worth. This shall be submitted separately as part of Technical Bid.
Annexure 11	Proforma of Performance Bank Guarantee	The bidder shall provide their acceptance by signing on Proforma of Performance Bank Guarantee by the bidder or authorized signatory along with official seal. This shall be submitted separately as a part of Technical Bid.

Annexure 12	Declaration about Technical & Operational Manpower on Permanent Roll	The bidder shall provide required information in the given format on their letter head duly signed by the bidder or authorized signatory along with official seal. This shall be submitted separately as part of Technical Bid.
Annexure 13	Declaration about conformity with regulations	The bidder shall declare about conformity of all Regulations. This shall be submitted separately as part of Technical Bid.

2.1.3 The Application-cum-Bid shall contain no erasure or overwriting except as necessary to correct errors made by the bidder. Erasures or other changes, if unavoidable, in the Application-cum-Bid shall be done neatly by cutting the words or lines with the initials of the person signing the Application-cum-Bid, else it is liable to be rejected. Application-cum-Bid with overwriting or erasure by using the white ink or any other colour fluid is also liable to be rejected.

2.2 CLARIFICATIONS OF APPLICATION-CUM-BID DOCUMENT

2.2.1 Entity requiring any clarification shall obtain the same from the Secretary, PNGRB in writing so as to ensure submission of Application-cum-Bid on or before bid closing date. The PNGRB will respond in writing to such queries, which are received within 60 days from first day of bid sale. Written copies of PNGRB's response (including explanation of the query but without identifying the name of the querist) will be hosted on the web site of PNGRB as well as on CPP Portal i.e., <https://eprocure.gov.in/eprocure/app>.

A Pre-Bid conference shall be convened at the designated date and time, and may be held either physically or through online. Link for attending the pre-bid meeting shall be sent to all those entities who has requested for attending the same at cgd-bids@pngrb.gov.in. However, depending on the number of requests received for attending the pre-bid meeting, the number of personnel from each entity may be restricted accordingly.

2.3 AMENDMENT OF BIDDING DOCUMENTS

2.3.1 At any time prior to the deadline for submission of bids, the PNGRB for any reason may modify the 'Application-cum-Bid document' by issuing amendments in the form of addendums(s)/ corrigendum(s) / clarification(s).

2.3.2 The amendment shall be notified in writing and hosted on website of CPPP and PNGRB and shall be binding on all the bidders. The same shall be part of Tender documents and bidder is required to sign and submit the same along with Tender documents.

2.4 LANGUAGE OF APPLICATION-CUM-BID

The Application-cum-Bid prepared by the bidder and all correspondence / drawings and documents relating to the Application-cum-Bid exchanged between the bidder and the PNGRB shall be in English language, provided that any printed literature furnished by the bidder may be written in any other language so long as accompanied by ENGLISH translation in which case, for purpose of interpretation of the Application-cum-Bid, the ENGLISH translation shall govern.

2.5 FINANCIAL BID

2.5.1 All quotes shall be written in both words and figures. In the event of difference, the quotes in words shall be valid and binding. In case, any quoted figure is more than two decimal places the same shall not be considered beyond second decimal point.

2.5.2 Incomplete quotes shall be summarily rejected.

2.6 BID CURRENCIES

Bidders shall submit their financial quote, wherever required in Indian Rupees only.

2.7 PERIOD OF VALIDITY OF APPLICATION-CUM-BIDS

2.7.1 Application-cum-Bids shall be kept valid for at least 120 days from the original bid closing date. In case the entity submits bid bond in the form of a bank guarantee, its initial validity shall also be 150 days from the date of original bid closing date. A bid bond/ bank guarantee valid for a shorter period may be considered as non-responsive and shall be rejected by the PNGRB.

2.7.2 If required, the PNGRB may request the bidders' consent for an extension of the validity period of the bid as well as the bid bond guarantee. The request and the responses thereto shall be made in writing through a letter or by E-mail to all the bidders from whom Application-cum-Bids have been received. The Application-cum-Bids of only those bidders, who extend the validity unconditionally, shall be opened and bids of all such other bidders shall be rejected.

2.8 FORMAT AND SIGNING OF APPLICATION-CUM-BID

The bidder shall submit the Application-cum-Bid through e-tender. The details are mentioned in the subsequent paragraphs.

3.0 Offline Submissions:

The bidder is required to submit the application fee and Bid Bond in form of RTGS / NEFT / Demand Draft / Bank Guarantee and tender fee in the form of Demand Draft of requisite value to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope on following address:

Secretary, Petroleum and Natural Gas Regulatory Board, World Trade Centre, First Floor, Babar Road, New Delhi-110001

The envelope shall bear the GA name, the Bid number and Tender I.D. and the words 'DO NOT OPEN BEFORE' (due date & time).

1. *Original copy of the Bid Bond/ Bid Security/ Earnest Money Deposit (EMD) in the form of a Demand Draft/ Bank Guarantee as mentioned at Section 1.3 of this document.*
2. *Original copy of the written power-of-attorney/ Board Resolution for authorization to submit bid.*

Note: In case the bidder is bidding for more than one GA and one Power of Attorney/ Board Resolution covers all such GAs then original copy of the Power-of-Attorney/Board Resolution shall be submitted by the bidder in the envelope of the first bid itself, in the order of serial number of bid-out GAs, and thereafter copies of Power-of-Attorney/Board Resolution in the bids of subsequent GAs, if any. For example, if the bidder has submitted bids for GA IDs 11.03, 11.07 & 11.09 then the original Power-of-Attorney/Board Resolution shall be submitted in the envelope of GA ID 11.03 and copies of Power-of-Attorney/Board Resolution shall be submitted in envelope of GA IDs 11.07 & 11.09.

Application Fee as mentioned at Section 1.3 of this document original copy of Demand Draft for Tender document cost.

The Bidder should also upload the scanned copies of all the above-mentioned original documents as Bid-Annexures during Online Bid-Submission.

Failure to submit any of above-mentioned requirements shall result in non-opening of technical bid.

4.0 OPENING AND EVALUATION OF APPLICATION-CUM-BIDS

4.1 OPENING OF APPLICATION-CUM-BIDS

- 4.1.1 PNGRB shall open the Part I - Technical Bids in the presence of bidders' representative who may choose to attend the opening.
- 4.1.2 After opening of Part I - Technical Bid, PNGRB will examine the Application-cum-Bids to determine whether these are complete and valid in all respects as required and in conformity with 'Application-cum-Bid document'.
- 4.1.3 On completion of evaluation of Part I - Technical Bid, PNGRB shall invite representatives of bidders who have been found to meet the minimum eligibility criteria and have submitted complete and valid Application-cum-Bids in all respects to be declared as technically qualified to attend financial bid opening for which a minimum 24 hours' notice shall be given through fax/e-mail. Representatives, who will be present, shall sign a register evidencing their attendance.

4.2 EVALUATION AND COMPARISON OF APPLICATION-CUM-BIDS

4.2.1 TECHNICAL BID

- 4.2.1.1 The bidder has to submit all the forms and formats mentioned in the 'Application-cum-Bid document' duly filled-in, failing which the Application-cum- Bid shall be rejected.
- 4.2.1.2 Documentary evidences are to be submitted by the bidder for all the formats wherever it is required.
- 4.2.1.3 If the information furnished by the bidder is found to be incorrect, the Application-cum-Bid shall be rejected.

- 4.2.1.4 PNGRB can make any enquiry / seek clarifications from the bidders, which the bidders must furnish within the stipulated time or else Application-cum-Bid of such defaulting bidders is likely to be rejected. The clarifications so raised shall be based on the original document submitted by the bidder at the time of bid submission and will only be for substantiation of the same. Any additional submission beyond what has been sought through clarifications shall not be entertained by PNGRB.
- 4.2.1.5 Steel Inch-Kilometre shall include sub-transmission pipeline (STPL) if laid through steel pipeline post authorisation.
- 4.2.1.6 The number of household connections, to be considered shall mean physical connection including gas meter installation to be provided after registration notwithstanding gas supply. One household will have one domestic PNG connection for the purpose of compliance to bid numbers.

4.2.2 FINANCIAL BID

All financial bids shall be tabulated and compared as per the bidding criteria specified at regulation 7 and Schedule- C (1) of the PNGRB CGD Authorization Regulation.

In case, bidder has uploaded quoted financial bid with technical bid, the entire bid shall be rejected.

Bidder with the highest composite score shall be declared as successful in the bid. 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-km steel pipeline shall be considered and thereafter in case of tie in inch-km as well, highness of numbers of CNG Stations shall be considered.

4.3 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, evaluation and comparison of bids and recommendations shall be treated confidential and shall not be disclosed to entities or any other person.

Any effort by an entity to influence PNGRB in any manner in respect of bid evaluation or grant of authorization will result in the rejection of its Application-cum-Bid.

4.4 PNGRB'S RIGHT TO ACCEPT OR REJECT ANY OR ALL APPLICATION-CUM-BIDS

Notwithstanding anything to the contrary contained herein, PNGRB reserves the right to accept or reject any Application-cum-Bid and/or to annul the bidding process and/or reject all Application-cum-Bids, at any time prior to grant of authorization.

4.5 PERFORMANCE BOND

4.5.1 Grant of authorization shall be issued to the selected entity after it furnishes a performance bond as specified in regulation 9 of the PNGRB CGD Authorization Regulation, within 30 days of issue of Lol by PNGRB. 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. In case of proposed consortium/JV or existing JV or a subsidiary, the performance bond can also be submitted by any one of the partners or promoters of the entity, as the case may be, which shall be initially valid for a period of one year. In such case, the PBG shall be renewed, at least three months before expiry of the same, for a period of three years and so on until the period of authorization. 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.

4.5.2 The selected entity shall submit performance bond guaranteeing the timely commissioning of the proposed CGD network as per the prescribed targets and meeting the service obligations during the operation phase of the project.

4.5.3 Performance Bond shall be submitted by way of NEFT or RTGS or Demand Draft or Pay order or Bank Guarantee, payable at Delhi, from any scheduled bank. DD/Pay order shall be in the name of PNGRB, payable at Delhi. Bank guarantee shall be exactly as per proforma of Performance Bank Guarantee prescribed at Annexure 11.

4.6 GRANT OF AUTHORIZATION

The authorization shall be granted to the selected entity as specified in regulation 10 (1) of the PNGRB CGD Authorization Regulation.

4.7 ACCEPTANCE TO GRANT OF AUTHORIZATION

- 4.7.1 Within 14 (fourteen) days from date of issue of the Grant of authorization, the entity shall sign the Proforma for 'Acceptance of the Grant of Authorization' enclosed with Schedule-D of the PNGRB CGD Authorization Regulation. The 'Acceptance of the grant of Authorization' shall be signed by the selected entity or authorised signatory along with official seal.
- 4.7.2 After confirmation / signing, the terms and conditions contained therein take precedence over entity's bid conditions and all previous correspondence.
- 4.7.3 If, the entity does not deposit the Performance Bond within specified time period, PNGRB reserves the right to cancel the proposed authorization without prejudice to various rights and remedies including forfeiting the Bid Bond of the entity and without being liable in any manner whatsoever to the entity.

5 SERVICE OBLIGATIONS AND QUALITY OF SERVICE STANDARDS

Service obligations and quality of service standards of the authorized entity shall be as per the PNGRB CGD Authorization Regulation, Petroleum and Natural Gas Regulatory Board (Code of Practice for Quality of Service for City or Local Natural Gas Distribution Networks) Regulations, 2010 and amendments thereto, and other Regulations issued by PNGRB.

6 INDEMNITY

The authorized entity shall indemnify the PNGRB against all third-party claims of any loss, injury or damage to any person or property attributed to the negligence or failure of the service obligations of the entity or its agents.

7 FORCE MAJEURE

Force Majeure shall mean and be limited to the following:

- a) War / hostilities
- b) Major Riots or Civil Commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disasters
- d) Restrictions imposed by Central Government or State Government, that have arisen after last date of submission of bid, which prevents or delays the execution of obligations under the Regulations.

The Procedure for considering Force Majeure claims under relevant bid document or regulation 2(ga)/ regulation 14 of CGD Authorization Regulations for implementing the CGD Networks shall be as per the Guideline for consideration of 'Force Majeure' in CGD Networks issued by PNGRB vide Public Notice no. PNGRB/Monitoring/7/Misc-FM/(3)/2020 (P-810) dated 02.09.2020 and its clarification dated 26.10.2020.

Delays in obtaining Statutory permission(s)/ clearance(s) shall not be considered under Force Majeure.

8 RESTRUCTURING/RECONSTITUTION OF THE AUTHORISED ENTITY

Any restructuring/ reconstitution of the authorized entity shall be governed by regulation 10 of CGD Authorization Regulation.

9 PNGRB's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

PNGRB reserves the right to annul the Application cum Bid process and reject any or all bids at any time prior to issuance of authorization, 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 such action of PNGRB.

In case the rejection of the Bid of any Bidder is attributable to wilful concealment of any fact or submission of any wrong information, authorization of GA is liable for cancellation and the Bid Bond of the Bidder shall be forfeited and bidder shall be blacklisted by PNGRB for a minimum period of three years.

10. BLACKLISTED/BANNED BIDDERS

In case, the bidder or its promoter has been banned/blacklisted by any PSU/Government agency in the last three years from the last date of submission of bid, then the bid from such bidder shall be summarily rejected.

11. JURISDICTION

In case of any dispute/claims related to bidding shall be subjected to the jurisdiction of the courts in Delhi.

12. TIME PERIOD

Time period as per the notice issued by PNGRB shall be allowed for submission of the Application-cum-Bid. The bidders may note that any request for time extension shall not be entertained.

13. MISCELLANEOUS

If any dispute arises with regards to the interpretation of any of the contents of the 'Application-cum-Bid document', the decision of PNGRB shall be final.

14. DISCLAIMER

The PNGRB makes no representation or warranty, express or implied, as to the accuracy, correctness or completeness of the information contained in the 'Application-cum-Bid document'. The entities should ensure that the 'Application-cum-Bid document' is complete in all respects.

SAMPLE

ANNEXURES

ANNEXURE 1

(The bidder shall carefully study the Geographical Area and Charge Areas thereunder before submitting their Application-cum-Bid. GA Population has been referred from District Census Handbook – Census of India 2011 of the district(s) in this GA accordingly)

CHARGE AREAS IN THE GEOGRAPHICAL AREA

GA Name : _____
GA Population : _____

Source:

Charge Areas :

Sr. No.	Charge Areas
---	-----
---	-----
---	-----

Disclaimer:

- i. Charge Areas are based on Tehsil/Taluka names as depicted in Census of India 2011 District Census Handbook. In case any Charge Area has been merged / bifurcated / renamed, then the charge area and name as on date of authorisation shall prevail.***
- ii. Data related to district population has been obtained from Census of India 2011 District Census Handbook. PNGRB shall not be responsible for any discrepancy in the data. Bidders are required to verify the above data on their own and contact the respective district administration for same. Further, in case any of the charge area(s) or part(s) thereof has already been authorized by PNGRB then such charge area(s) or part(s) thereof shall be considered to be excluded from this GA.***

**ANNEXURE 2
(1 of 1)**

(The bidder shall submit the Application cum-Bid forwarded by this format in their letterhead duly signed by the bidder or authorized signatory along with official seal. This shall be submitted as a part of Application-cum-Bid in all two envelopes as specified in Instructions to Bidders)

BID FORWARDING LETTER

Date:

Secretary,
Petroleum and Natural Gas Regulatory Board,
1st Floor, World Trade Centre,
Babar Road,
New Delhi – 110 001

Dear Sirs,

We enclose herewith the complete Application-cum-Bid as required. This includes application fee and bid bond, in addition to the following:

- i. Power of Attorney issued in favor of signatory of Application-cum-Bid
- ii. Schedule – C of the PNGRB CGD Authorization Regulation: Part I – Technical Bid: General particulars of the entity and technical details of the project, duly filled-in along with supporting documents
- iii. Financial Bid covering all five bidding parameters
- iv. Full set of 'Application-cum-Bid document' along with its Addendum / Corrigendum
- v. Proforma for Performance Bank Guarantee (As format acceptance only).

Date :

Place :

Name and Signature of bidder or authorized signatory
Official Seal

Details of enclosures:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

ANNEXURE 3
(1 of 1)

(The bidder shall confirm the check-list in the given format duly signed by the bidder or authorized signatory along with official seal. This shall be submitted separately as a part of Technical Bid.)

CHECK-LIST

Sl. No.	Item	Check Yes / No
1	Application Fee (RTGS/NEFT/DD/Pay Order)	Yes / No
2	Bid Bond (RTGS/NEFT/DD/Pay Order/BG)	Yes / No
3	All documents in support of the bidder's minimum eligibility criteria	Yes / No
4	Power of Attorney/Board Resolution issued in favor of signatory of Application-cum-Bid	Yes / No
5	Part I (Technical Bid): General particulars of the entity and technical details of the project, duly filled-in along with all supporting drawings / documents as required	Yes / No
6	Full set of 'Application-cum-Bid document' along with Addendum / Corrigendum, duly signed by the bidder or authorized signatory along with official seal on all pages	Yes / No
7	Certification by Chartered Accountant about Net worth of the entity and corporate guarantee from the promoter(s), if any	Yes / No
8	Annexures, duly filled-in and signed along with official seal as indicated therein	Yes / No
9	No deviation considered and Annexure 7 submitted duly signed by the bidder or authorized signatory along with official seal, in confirmation to no deviation	Yes / No
10	All the pages signed by the bidder or authorized signatory along with official seal and sequentially number on each page of Application-cum-Bid including all enclosures	Yes / No
11	Bidder to indicate additional documents point-wise with nature of document with a proper index giving page number	Yes / No
12	Part-II (Financial Bid)	Yes / No

Date :

Place :

Name and Signature of bidder or authorized signatory
Official Seal

ANNEXURE 4
(1 of 1)

(The bidder shall provide required information in the given format duly filled-in and signed by the bidder or authorized signatory along with official seal. This shall be submitted separately as a part of Technical Bid.)

INFORMATION TO BE GIVEN BY BIDDER

Sl. No.	Item	Response
1	Whether the proprietor / partner / director/ chairperson / secretary of the bidding entity is related to any Member / Chairperson of PNGRB?	
2	Details of the officer to whom all references shall be made regarding Application-cum-Bid Name: Designation: Official Address: Telephone: Mobile: E-mail: FAX:	

Note: "Director" shall mean full time functional director only and also include the Chairman and Managing Director. Also, the word "related" shall mean any person related by blood, marriage or adoption or as defined in Companies Act, 2013.

Date :

Place :

Name and Signature of bidder or authorized signatory

Official Seal

ANNEXURE 5
(1 of 2)

(The bidder shall provide required information in the given format duly filled-in and signed by the bidder or authorized signatory along with official seal attaching supporting documents. This shall be submitted separately as a part of Technical Bid.)

Bid No.: _____

BIDDER'S PARTICULARS WITH RESPECT TO MINIMUM ELIGIBILITY CRITERIA

(As per sub-regulation 6 to regulation 5 of the PNGRB (Authorizing Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008

(Refer clause 1.3.4 of Part I: Instructions to Bidders)

1.	Details of Application Fee submitted (Amount and NEFT/RTGS/DD / Pay Order No.)	
2.	<p>Technical capability of laying and building CGD network.</p> <p>Please indicate which criteria out of regulation 5 (6) (b) (i) & (ii) the bidder is claiming qualification under.</p> <p>(Please attach documentary evidence in support of the above)</p>	Criteria Claimed for Qualification is :
3.	<p>Technical capability of operating and maintaining CGD network.</p> <p>Please indicate which criteria out of regulation 5 (6) (c) (i) to (iv) the bidder is claiming qualification under.</p> <p>(Please attach documentary evidence in support of the above)</p>	Criteria Claimed for Qualification is :

Date :

Place :

Name and Signature of bidder or authorized signatory
Official Seal

ANNEXURE 5
(2 of 2)

4.	<p>Adequate financial strength to execute the proposed CGD project, operate and maintain the same and meeting the financial criterion in terms of having a minimum combined net worth as specified under regulation 5 (6) (e).</p> <p>(Separate statement of net worth of the bidding entity shall be signed by the concerned Director(s) of the bidding entity / promoters and duly certified by a Chartered Accountant)</p> <p>These statements shall not be older than 18 months as on the bid closing date, which shall be based on the latest financial position of the bidder and its promoters. The promoter's undertaking, in the form of letter of comfort as per format given must accompany the application.</p>	
5.	Whether the bidder is already registered under the Companies Act, 1956 or the Companies Act, 2013 or proposes to do so in the event of grant of authorization.	
6.	Plan for sourcing natural gas for supply in the proposed CGD network as per the source mentioned at clause 1.1.4. (Please attach full details).	
7.	Details of Bid Bond submitted (Amount and RTGS/NEFT/DD/Pay Order No./Bank Guarantee).	
8.	Confirm that no penalty has been imposed under section 28 or punished under Chapter IX of the Act during the period of preceding one year from the last date for submission of the bid	
9.	Confirm that entity or its promoters has not been blacklisted during last three years from last date of submission of bids as per clause 10 of ACBD.	

Attached are copies of the supporting documents indicating that all the above minimum eligibility criteria are fulfilled.

Place :

Name and Signature of bidder or authorized
Signatory
Official Seal

Enclosures :

- 1.
- 2.
- 3.
- 4.

ANNEXURE 6
(1 of 2)

(The bidder shall provide required undertaking in the given format in their letterhead duly signed by the bidder or authorized signatory along with official seal. This shall be submitted separately as a part of Technical Bid.)

UNDERTAKING

Date: _____

To,
The Secretary,
Petroleum and Natural Gas Regulatory Board,
1st Floor, World Trade Centre,
Babar Road,
New Delhi – 110 001

Dear Sir,

Having examined the 'Application-cum-Bid document' - _____, we, the undersigned, seek authorization to lay, build, operate or expand a city or natural gas distribution work in conformity with the said 'Application-cum-Bid' document for Transportation rate for CGD and CNG / Inch – kilometer of Steel Pipeline / Number of PNG Domestic Customers/ Number of CNG Stations as may be ascertained in accordance with the clause 2.5 Part I of ITB and Part II – Financial Bid of Schedule C (1) of PNGRB CGD Authorization Regulation.

We undertake, if our Application-cum-Bid is accepted, to develop the CGD Network, offered to us within implementation schedule mentioned in our Technical Bid, and we shall furnish the Performance Bond from a Scheduled commercial Bank (except Cooperative & Gramin Bank) or any branch of Foreign Bank in India, equivalent to amount as per regulation 9 of PNGRB CGD Authorization Regulation.

We certify that:

1. Our Application-cum-Bid is genuine and is not made in the interest of or on the behalf of any undisclosed person, association of persons, firm, company, or co-operative society, and is not submitted in conformity with and agreement of any undisclosed person, association of persons, firm, company, or co-operative society.
2. We have not solicited or induced any undisclosed person, association of persons, firm, company, or co-operative society to refrain from submitting Application-cum-Bid.
3. 'Application-cum-Bid document' received from PNGRB is complete in all respects.

Name and Signature of bidder or authorized signatory
Official Seal

**ANNEXURE 6
(2 of 2)**

4. The 'Application-cum-Bid document' along with its Annexures and Addendum / Corrigendum, being submitted is original as obtained from PNGRB and that no changes whatsoever have been made in same.

We also agree to abide by the validity period of 120 days from the original bid closing date and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

It is certified that the information submitted / statement made in this Application-cum-Bid are correct, complete and truly stated and if any information given / statement made herein is found to be incorrect, our Application-cum-Bid shall be rejected / authorization, if granted under this bid shall be cancelled, apart from making us liable for such act as provided for in the regulations.

We understand that PNGRB reserves the right to accept or reject any Application-cum-Bid, and to annul the bidding process and reject all Application-cum-Bids.

Date :
Place :

Name and Signature of bidder or authorized signatory
Official Seal

**ANNEXURE 7
(1 of 1)**

(The bidder shall provide required confirmation in the given format in their letterhead duly signed by the bidder or authorized signatory along with official seal. This shall be submitted separately as a part of Technical Bid.)

NO DEVIATION CONFIRMATION

(Refer clause 5 of Invitation for Application-cum-Bid)

To

The Secretary,
Petroleum and Natural Gas Regulatory Board,
1st Floor, World Trade Centre,
Babar Road,
New Delhi – 110 001

Dear Sir/Madam,

We understand that any deviation / exception in any form may result in rejection of Application-cum-Bid. We, therefore, certify that we have not taken any deviation / exception anywhere in the Application-cum-Bid and we agree that if any deviation / exception is considered or noticed, our Application-cum-Bid may be rejected.

Date :
Place :

Name and Signature of bidder or authorized signatory
Official Seal

**ANNEXURE 8
(1 of 3)****Proforma for BANK GUARANTEE
(BID BOND GUARANTEE) - UNCONDITIONAL
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)
(Refer clause 1.4 & 1.5 of Invitation for Application-cum-Bid)**

BG No _____

BG Amount in Rs. _____

BG dated _____

BG Valid Up to _____

BG Favoring Petroleum and Natural Gas Regulatory
Board, New Delhi**Subject: Bid NO. _____ FOR CGD DISTRIBUTION NETWORK IN CITY/
GEOGRAPHIC AREA OF _____.**

WHEREAS PETROLEUM AND NATURAL GAS REGULATORY BOARD (**PNGRB**) having its Office at 1st Floor, World Trade Centre, Babar Road, New Delhi -110001 (hereinafter called "PNGRB or Board" which expression shall include its successors and assigns) has invited bids from _____ a Company registered in India under the Indian Companies Act, 1956 / The Companies Act 2013 and having its Registered Office at _____ (hereinafter called "the BIDDER" which expression shall include its successors and assigns/executors, administrators and representatives) for the subject bid no. issued by the PNGRB to the BIDDER .

NOW THEREFORE, We _____ Bank, a Bank incorporated / constituted under the law of _____ and having its registered / principal office at _____ and a Branch Office at _____ (hereinafter called "the Bank" which expression shall include and bind its successors and assigns) in consideration of the aforesaid premises and at the request of the Bidder DOTH HEREBY irrevocably and unconditionally undertakes to pay the PNGRB on first demand in writing without any protest or demur or proof or condition and without reference to BIDDER any and all amounts at any time and from time to time claimed by the PNGRB with reference to this undertaking up to an aggregate limit of Rs. _____ (Rupees _____ only) and credit the same in PNGRB's Current Account No. 497901011000245, IFSC Code UBIN0549797 MICR Code 110026046 through NEFT/RTGS on same day, unless advised otherwise by PNGRB in writing.

AND the Bank both hereby further agree as follows:

(i) The PNGRB shall have the fullest liberty without reference to the Bank and without affecting in anyway the liability of the Bank under this Guarantee/Undertaking, at any time and / or from time to time to anywise vary the Contract and/or any of the terms and conditions thereof and/or to extend time for the performance of the said Contract in whole or part or to postpone for any time and/or from time to time any of the obligations of the BIDDER and/or

ANNEXURE 8

(2 of 3)

the rights, remedies or powers exercisable by the PNGRB against the BIDDER, and either to enforce or forbear from enforcing any of the terms or conditions of or governing the said Contract AND the Bank shall not be released from its liability under these presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the PNGRB of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the BIDDER or any forbearance, waiver, act or omission on the part of the PNGRB or any indulgence by the PNGRB to the BIDDER or any other act, matter or thing whatsoever which under any law could (but for the provision) would have the effect of releasing the Bank from its liability hereunder or any part hereof. AND the Bank BOTH HEREBY specifically waiver any and all rights at any time inconsistent with the terms of this Guarantee/ Undertaking.

(ii) The Guarantee/ Undertaking herein contained shall remain in full force and effect for all claims up to the midnight of _____.

(iii) It shall not be necessary for the PNGRB to proceed against the BIDDER before proceeding against the Bank and the Guarantee / Undertaking herein contained shall enforceable against the Bank as principal debtor notwithstanding the existence of any security for any indebtedness of the BIDDER to the PNGRB and notwithstanding that any such security shall at the time when claim is made against the Bank or proceeding taken against the Bank hereunder, be outstanding or unrealized.

(iv) The amount claimed by the PNGRB in any demand, claim or notice on the Bank with reference to this Guarantee / Undertaking shall as between the Bank and the PNGRB for the purpose of these presents be conclusive of the Bank's liability to the PNGRB hereunder.

(v) The liability of the Bank to the PNGRB under this Guarantee/ Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the BIDDER and the PNGRB, the BIDDER and the Bank and/or the Bank and the PNGRB, or otherwise howsoever touching or affecting these presents or the liability of the BIDDER to the PNGRB, and notwithstanding the existence of any instructions or purported instructions by the BIDDER or any other person to the Bank not to pay or for any cause withhold or defer payment to the PNGRB, under these presents, with the intend that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the PNGRB in terms hereof.

(vi) Any change in the constitution of the BIDDER or of the Bank or of the PNGRB or any irregularity in the exercise of borrowing powers by or on behalf of the BIDDER shall not discharge the Bank's liability hereunder.

(vii) Notwithstanding anything contained hereinabove, the liability of the Bank under this Guarantee/Undertaking is restricted to Rs. _____ (Rupees _____ only)

ANNEXURE 8

(3 of 3)

(viii) The PNGRB shall have no claim under this Guarantee/ Undertaking after midnight of _____ (or extended date, if applicable) unless a notice of the claim under this Guarantee/ Undertaking has been served on the Bank before the expiry of the said date, in which event the same shall be valid notwithstanding that the same is enforced after the expiry of the said date.

(ix) The Bank doth hereby declare that Mr./Ms. _____ (name of the person signing on behalf of the Bank) who is _____ (His/ Her designation) of the Bank is authorised to sign this Guarantee/ Undertaking on behalf of the Bank and to bind the Bank thereby.

Dated this _____ day of _____ 20 _____

(x) IN WITNESS WHEREOF the Bank has executed this deed of Bid Bond Guarantee on..... Day of, in the presence of:

WITNESS1:
NAME
(SIGNATURE)

BANK SEAL
(NAME)

WITNESS2:
NAME
(SIGNATURE)
Date:

STAMP
(OFFICIAL SEAL)
Designation with bank stamp

ANNEXURE 9
(1 of 1)

(The bidder shall provide certificate from their Chartered Accountant for their Net worth and Net worth of their promoters separately, duly signed and sealed as per the format provided herein. This shall be submitted separately as a part of Technical Bid.)

FORM OF CHARTERED ACCOUNTANTS CERTIFICATE FOR NET WORTH

(SEPARATE FORMS TO BE FURNISHED BY CHARTERED ACCOUNTANT FOR THE BIDDER AND EACH OF THEIR PROMOTERS)

This is to certify that the Net worth of M/s./Mr./Ms. _____ as on _____ (specify latest available financial year end) as per the statement of computation of even date annexed to this certificate is Rupees _____ (Rupees in words) only.

It is further certified that the computation of Net worth based on my/ our scrutiny of the books of accounts, records and documents is true and correct to the best of my/ our knowledge and as per information provided to my/ our satisfaction. The detailed calculation sheet along with supporting document, as per Schedule-K of the PNGRB CGD Authorization Regulation is placed at pages _____.

Date:

For (Name of Accounting Firm)

Place:

Name of Partner

Seal of the Firm:

Chartered Accountant
Membership Number
(Unique Document Identification Number)

Note: The net worth calculation shall be based on latest audited accounts which shall not be more than eighteen months old as on the bid closing date.

ANNEXURE 10

(The bidder shall provide required promotor or holding company guarantee from the promoter. This shall be submitted separately as a part of Technical Bid.)

(On non-judicial stamp paper of appropriate value)
PROFORMA FOR PROMOTER OR HOLDING COMPANY GUARANTEE
(Refer Schedule-K of PNGRB (Authorizing Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008)

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 having its Registered Office at 1st 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: -

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 ofshall 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 & 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.
- d. The dissolution, amalgamation, reconstruction or reorganisation 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: -

For Guarantor	
Attention of	
Mailing Address	
Email Address	
For Beneficiary	
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	cqd-bids@pngrb.gov.in

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 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 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
Date:

Name and Signature of Authorised signatory
along with official seal

Witness:
Signature:
Name:
Designation
Date:

* to be added in case of multiple Guarantors

ANNEXURE 11
(1 of 2)

(The bidder shall provide their acceptance by signing on Proforma of Performance Bank Guarantee by the bidder or authorized signatory along with official seal. This shall be submitted separately as a part of Technical Bid.)

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(Refer clause 4.5 of Part I: Instructions to Bidders)

In respect of City Gas Distribution Network in _____ (Geographical Area)

In consideration of the Petroleum and Natural Gas Regulatory Board (hereinafter referred to as 'PNGRB') having agreed to grant authorization to M/s _____ of _____ (hereinafter called 'the authorized entity') to lay, built, operate, or expand CGD network (hereinafter called 'the service') as per Letter of Intent for Grant of Authorization/Letter of Authorization No. _____ dated _____ (hereinafter called 'the said Authorization') on the terms and conditions contained in the said Authorization, which inter-alia provides for production of a Bank Guarantee to the extent of Rs. _____ (in words _____) for the service by way of security for the due observance and performance of the terms and conditions of the said Authorization. We _____ (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of the Authorized Entity hereby irrevocably and unconditionally guarantee to PNGRB that the Authorized Entity shall render all necessary and efficient services which may be required to be rendered by the Authorized Entity in connection with and / or for the performance of the said Authorized Entity and further guarantees that the service which shall be provided by the Authorized Entity under the said Authorization, shall be actually performed in accordance with the terms & conditions of the Authorization to the satisfaction of PNGRB.

2. We, the Bank, hereby undertake to pay PNGRB an amount not exceeding Rs. (Rupees.....only) against any breach with respect to timely commissioning of the proposed CGD network as per prescribed targets and also meeting service obligations by the authorized entity during the operating phase of the project, _____ including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.
3. We, the Bank hereby, in pursuance of the terms of the said Authorization, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs. _____ (Rupees _____ only) to PNGRB to secure due and faithful performance by the Authorized Entity of all its/their obligations under the said Authorization.
4. We, the Bank, hereby agree that the decision of PNGRB as to whether the Authorized Entity has failed to or neglected to perform or discharge his duties and obligations under the said authorization and / or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said Authorization and as to the amount payable to PNGRB by the Bank hereunder shall be final and binding on the Bank.

**ANNEXURE 11
(2 of 2)**

5. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

- (a) the Guarantee herein contained shall remain in full force initially for three years from date of issue and will be extendable three months before expiry of the same, for next three years and so on until the period of authorization of the CGD network in terms of authorisation letter.
- (b) the PNGRB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Authorization or to extend time of performance of any obligations by the said Authorization from time to time or to postpone for any time or from time to time any of the powers exercisable by the PNGRB against the said Authorized Entity and to forbear or to enforce any of the terms and conditions relating to the said Authorization and we shall not be relieved from our liability by reason of any variation or extension being granted to the said Authorized Entity or forbearance act or omission on the part of PNGRB or any indulgence by the Board to the said Authorized Entity or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
- (c) any claim which we have against the Authorized Entity shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of PNGRB exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.
- (d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the Authorized Entity.

6. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of PNGRB in writing and all claims under this guarantee shall be payable at (**Branch Name and Address**) New Delhi.

7. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs..... and our Guarantee shall remain in force until.... year from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Dated _____ day _____ for _____
(Name of the Bank)

Witness:

- 1.....
-
-
- 2.....
-

ANNEXURE – 12
(1 of 1)

(The bidder shall provide required information in the given format in their letter head duly signed by the bidder or authorized signatory along with official seal. This shall be submitted separately as a part of Technical Bid.)

Bid No.: _____

DECLARATION ABOUT TECHNICAL & OPERATIONAL MANPOWER ON PERMANENT ROLL
(at the time of bid submission)

(Refer clause No. 1.3.4 of Part I: Instructions to Bidders)

The Secretary,
Petroleum and Natural Gas Regulatory Board,
1st Floor, World Trade Centre,
Babar Road,
New Delhi – 110 001

Date: _____

Following personnel who are on our permanent roll have adequate experience as required under sub-regulation 5 (6)(c)(iv) of PNGRB CGD Authorization Regulation:

Sr. No.	Name	Designation	Qualification (Degree in engineering)	No. of years of relevant work experience under sub-regulation 5 (6)(c)(iv)					Remarks (Technical/ Operation)
				(i)	(ii)	(iii)	(iv)	(v)	
1									
2									
3									
4									
5									
6									

Date :

Certified by CEO/Full-time Director of the bidder or authorized signatory

Place :

(Signature & Stamp)

Enclosed: Copies of Qualification certificate/s

Certified that the above-named personnel are on the permanent rolls of the company.

Counter-signed by Firms' Chartered Accountant

Name and Signature of bidder or authorized signatory
Official Seal

**ANNEXURE – 13
(1 of 1)**

(The bidder shall provide required information in the given format in their letter head duly signed by the bidder or authorized signatory along with official seal. This shall be submitted separately as a part of Technical Bid).

DECLARATION ABOUT CONFORMITY WITH REGULATIONS

To
The Secretary,
Petroleum and Natural Gas Regulatory Board,
1st Floor, World Trade Centre,
Babar Road,
New Delhi – 110 001

Date:

It is certified that:

- 1) The entity shall comply with all PNGRB's Regulations and their amendments.

Date:

Place:

Name and Signature of bidder or authorized signatory

Part - II

FINANCIAL BID FORM

(The bidder shall provide required information in the given format duly signed by the bidder or authorized signatory along with official seal. This shall be submitted separately in sealed envelope earmarked as Financial Bid).

	AUTHORIZATION TO LAY, BUILD, OPERATE OR EXPAND CITY OR LOCAL NATURAL GAS DISTRIBUTION NETWORK IN THE GEOGRAPHICAL AREA
	PART-II: FINANCIAL BID

	Bidding Parameter	Quote in figures	Quote in words
A	Transportation rate for CGD to lay, build, operate or expand the CGD network for first year. <u>Note:</u> The value should not be less than Rs 30 per MMBTU.	Rs.< _____ > 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	Rs.< _____ > per kilogram
C	No. of CNG Stations to be installed in CGD network within first 8 years	< _____ > Numbers	< _____ > Numbers
D	No. of PNG domestic Connections to be achieved within first 8 years	< _____ > Numbers	< _____ > Numbers
E	Inch-kilometer of steel pipeline to be laid within first 8 years	< _____ > Inch-kilometer	< _____ > Inch-kilometer

Notes:

1. All quotes should be both in figures as well as words in the space as provided.
2. All tariff quoted above shall be up to two decimal places only.
3. All quoted figures should be positive numbers, i.e., exceeding zero.
4. Transportation rate for CGD is with reference to gross calorific value (GCV) of natural gas.

Date:
Place:

Name and Signature of Bidder / Authorized Signatory
Official Seal