

TENDER NO : PCRA/EC/2008-09/T-08

TABLE OF CONTENTS

I N D E X

CHAPTER NO.	DESCRIPTION	PAGE NOS.
PART- I (TECHNO- COMMERCIAL PART)		
	ISSUE LETTER TO BIDDING DOCUMENT	2
	NOTICE INVITING TENDER	3
	INSTRUCTIONS TO BIDDERS (ITB)	8
	GENERAL CONDITIONS OF CONTRACT (GCC)	19
	SPECIAL CONDITIONS OF CONTRACT (SCC)	38
	PART-II PRICE BID (Not to be quoted in this part)	52
	PART-II PRICE BID (To be quoted in this part)	56

Total No. of Pages 59

ISSUE LETTER TO BIDDING DOCUMENT

**NAME OF WORK: PRE, MID AND POST AWARENESS CAMPAIGN
 SURVEY ON PCRA's MASS MEDIA CAMPAIGN.**

TENDER NO : PCRA/EC/2008-09/T-08

One set of Tender document comprising of Part-I : Techno-Commercial Part and Part-II : Price Part, is hereby issued to:

Name of the Bidder : _____

Address of the Bidder: _____

Additional Director (Education Campaign)
Education Campaign Department
**Petroleum Conservation Research
Association**
Sanrakshan Bhawan,
10, Bhikaji Cama Place,
New Delhi-110066

NOTICE INVITING TENDER

NOTICE INVITING TENDER

NIT NO. PCRA/EC/2008-09/T-08

Sealed tenders under two bid system are invited from bonafide experienced & reputed Research survey Agency of financial standing meeting the pre-qualifying requirement for the job given below:

NAME OF WORK	PRE, MID AND POST AWARENESS CAMPAIGN SURVEY ON PCRA's MASS MEDIA CAMPAIGN.
TENDER NO./ NIT NO.	PCRA/EC/2008-09/T-08
TENDER DOCUMENT COST	Rs. 1000/- BY DEMAND DRAFT IN FAVOUR OF PCRA, PAYABLE AT NEW DELHI.
EMD	Rs.1,08,000/- BY DEMAND DRAFT IN FAVOUR OF PCRA, PAYABLE AT NEW DELHI OR BY BANK GUARANTEE FROM ANY INDIAN SCHEDULED BANK IN THE PRESCRIBED FORMAT
CONTRACT PERIOD	12 (Twelve) MONTHS
SALE OF TENDER	FROM: 26.02.09 TO 10.03.2009
PLACE OF ISSUE	ADDITIONAL DIRECTOR (EDUCATION CAMPAIGN) PETROLEUM CONSERVATION RESEARCH ASSOCIATION SANRAKSHAN BHAVAN, 3 rd Floor, Room No. 301 10 BHIKAJI CAMA PLACE, NEW DELHI -66 OR PCRA web site (www.pcr.org)
SUBMISSION / RECEIPT OF TENDER	12-03-09 UPTO 13.00 HRS. IN THE OFFICE OF: ADDITIONAL DIRECTOR (EDUCATION CAMPAIGN) PETROLEUM CONSERVATION RESEARCH ASSOCIATION SANRAKSHAN BHAVAN, 3 rd Floor, Room No. 301 10 BHIKAJI CAMA PLACE NEW DELHI -66
OPENING OF TENDER	PART-I i.e. TECHNO-COMMERCIAL PART SHALL BE OPENED ON THE SAME DAY i.e. 12-03-09 at 1400 HRS. IN THE PRESENCE OF AUTHORIZED REPRESENTATIVES OF BIDDERS, IF ANY. PART-II (PRICE PART) OF THE TECHNO-COMMERCIALY ACCEPTABLE BIDDERS SHALL BE OPENED AT A LATER DATE.

Bids shall be submitted in the manner as described in Instruction to Bidders (ITB) of Bidding Document. Part-I shall contain original offer along with EMD. Part-II shall contain only price as per Format of Price Bid summary without any condition. No overwriting or use of correction fluid shall be accepted. Any correction shall be legible and signed by the authorized signatory.

A. **PRE-QUALIFICATION REQUIREMENTS (Proof for items A-1 to A-3 to be submitted)**

In order to qualify to apply for the contract the bidder should fulfill the following pre-qualification requirements:

- A-1 Bidder should be a professional research survey /agency and should have at least five years experience in the field of Consumer research, Media research, Awareness survey, Communication reach, Trade reach and Customer satisfaction etc. Bidder has to give a name of at least five clients and type of surveys done for them which should include at least one Government / PSU client for the last two financial years i.e. 2006-07 and 2007-08 (Please attach proof)
- A-2 The Annual Turnover of the agency from Research survey only should not be less than Rs.33 lacs for any of the last three financial years (2005-06, 2006-07 & 2007-08).

Attach copy of the following in support of the above.

- Chartered Accountant's Certificate for three years turnover and
- Audited Balance sheet for all three financial year as mention in A-2.

- A-3 **Total agency billing** from single client for research survey in any of one year out of the last three financial years (2005-06, 2006-07 & 2007-08) should be at least **Rs. 15 lacs**. Attach Chartered Accountant's certificate in support of the above.

A-4 The agency should have a full-fledged office in Delhi or NCR with complete infrastructure and manpower. The agency should also preferably have offices in Mumbai, Chennai, Kolkata and major cities.

A-5 No deviation in the terms and conditions of the Tender Document is permissible. The tenderer shall take a special note of this clause while submitting his offer along with a Tender Bid (Part-I)

B. TERMS & CONDITIONS

1. Tender documents can either be purchased from PCRA designated official as mentioned above or can be downloaded from PCRA web site (www.pcrs.org). Mere issuance of tender document/ obtaining tender document through PCRA web site shall, however, not be construed that the bidder is considered qualified.
2. The agency/(ies) who have downloaded the tender document from the PCRA web site are required to pay the tender paper cost of Rs.1000/- separately by way of Demand Draft at the time of submission of their Bid.
3. Bidder shall purchase the Bidding Document on agency name and submit the bid directly. The Bidding Document is non-transferable. Bids submitted by Bidder/s who have not purchased the bidding document either directly or through their authorized agent or have not downloaded the bidding document will be rejected
4. The tender document can be either downloaded from the PCRA web site (www.pcrs.org) or will be issued in person only & shall not be sent by post. Tender/ offers may be sent by post/ courier to the office of tender submission authority namely, Additional Director (Education Campaign) New Delhi. However, PCRA accepts no responsibility for any loss/ delay/ non-receipt of offers not submitted in person. Offers received late/ incomplete/ Part are liable for rejection.
5. EMD as mentioned above shall be paid separately by DD of any scheduled Indian bank in favour of PCRA, payable at New Delhi OR by Bank Guarantee from any scheduled Indian Bank in the prescribed format. Offer received without EMD will be rejected.

6. During opening of Techno-commercial part (i.e. Part-1) the name of Tenderers who have submitted their offers along with details of Earnest Money Deposit will only be read out and no other information/ details whatsoever, will be read out.
7. The offer of the Tenderer shall be valid for a period of 4 (Four) months from the date of opening of the price bid.
8. PCRA reserves the right to accept/ reject any tender in part or full, without assigning any reason whatsoever.
9. Conditional offer shall not be considered and will be liable for rejection.
10. If the last date of receiving/ opening of the tenders coincides with a holiday, then the next working day shall be the receiving/ opening date.
- 11. ED, PCRA reserves the right to cancel the tender at any point of time without assigning any reasons thereof.**
12. Tenderer along with their 100% subsidiaries should meet all criteria specified in tender document. Details/Supporting of any sister concern, group companies and associated companies will not be considered for this purpose.
13. Tenderers will not be allowed to quote in association with their group companies or in association with other companies. Therefore, all the supporting documents required to be submit with the tender documents are to be in the name of bidding agency.

(N. Pownraj)

Additional Director (Education Campaign)

**INSTRUCTIONS
TO
BIDDERS (ITB)**

INDEX TO ITB

CL. NO.	DESCRIPTION
1.0	INTRODUCTION
2.0	EXPENSES TO BE BORNE BY BIDDER
3.0	EMD
4.0	BIDDING DOCUMENT NOT TRANSFERABLE
5.0	PRICES, TAXES, DUTIES
6.0	BID VALIDITY
7.0	BID SUBMISSION
8.0	PLACE & ADDRESS FOR SUBMISSION OF BIDS
9.0	OPENING OF BIDS
10.0	EVALUATION OF TENDERS AND AWARD OF WORK
11.0	EVALUATION OF FINANCIAL PROPOSAL
12.0	CONTRACT AGREEMENT
13.0	TERMS OF PAYMENT
<u>ANNEXURE TO INSTRUCTIONS TO BIDDER</u>	
Annexure – I	: Compliance to Bid Requirements
Annexure – II	: Checklist for Submission of Tender
Annexure – III	: Financial Details

INSTRUCTION TO BIDDERS

1.0 INTRODUCTION

Petroleum Conservation Research Association (PCRA), established in 1978, is a non-profit registered society (Society's Registration Act 1860) under the Ministry of Petroleum & Natural Gas, Govt. of India, with a mission of efficient energy utilization & environment protection leading to conservation and improvement in quality of life.

Education Campaign

PCRA endeavors to educate people all over the country on the need and measures of petroleum conservation and fuel efficiency under its most important function of Education Campaign. Over the years, PCRA has been propagating the message of petroleum conservation through various media, viz. Television, Newspaper, Magazine, Radio, Outdoor Publicity, Literature/ Pamphlets /Brochures, Seminars, Rallies, Events and Exhibitions.

The essence of the contract is to provide qualitative awareness research in three phases i.e. pre campaign, mid campaign and post campaign covering all the end users of petroleum products in all the four sectors of economy Domestic, Transport, Agriculture and Industrial sector.

Before attempting to fill the tender document the tenderer should study the pre-qualifying criteria required for PRE, MID AND POST AWARENESS CAMPAIGN SURVEY ON PCRA's MASS MEDIA CAMPAIGN.

2.0 EXPENSES TO BE BORNE BY BIDDER

All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. PCRA in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.

3.0 **EMD**

Bidder shall furnish EMD by Bank Demand Draft in favour of PCRA, payable at New Delhi or by Bank Guarantee from any Indian scheduled Bank in the prescribed format.

Offers received without EMD shall be rejected.

Earnest Money by demand draft in favour of "PCRA" payable at New Delhi or bank guarantee (as per the Performa enclosed) valid for 6 months **must be enclosed along with the Techno-commercial bid of the tender.** The earnest money of the unsuccessful bidders will be refunded without any interest after the award of the contract. The earnest money of the bidder is liable to be forfeited if the bidder prematurely withdraws his bid or the successful Tenderer fails to take up the job or fails to deposit the initial security deposit or alters his bid after submission even if the bids have not been open. EMD of successful bidder shall be refunded after submission of initial security deposit.

4.0 **BIDDING DOCUMENT NOT TRANSFERABLE**

Bidding document once issued shall not be transferable in any other name.

5.0 **PRICES, TAXES, DUTIES**

The Bidder should quote firm prices as per the PCRA's price bid format for PRE, MID AND POST AWARENESS CAMPAIGN SURVEY ON PCRA'S MASS MEDIA CAMPAIGN. These rates shall be valid for the contract period i.e 12 months. During the contract period as indicated under this contract, no variation on any account unless otherwise specifically mentioned will be allowed. The quoted prices for all the three phases of awareness survey should be **excluding Service Tax & Cess on Service Tax, which shall be paid at actual on production of documentary evidence.**

6.0 **BID VALIDITY**

Bid submitted by bidder shall remain valid for a period of 4 (Four) Months from the date of opening of price bid. Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid there own, the offer

shall be treated as “REJECTED” and EMD shall be forfeited without any reference to the Bidder.

7.0 **BID SUBMISSION**

Bids shall be submitted in single stage two-envelope system as per following

ENVELOPE NO.1 : TECHNO – COMMERCIAL PART

This envelope should have techno-commercial details including all supporting documents, copy of ORIGINAL Bidding Document duly signed & stamped on each page of document without filling the prices.

EMD shall be submitted in this envelope.

ENVELOPE NO.2 : SUMMARY OF PRICE PART

The Bidder shall submit only price as per Format without any condition. Condition indicated if any in this part shall not be taken cognizance of.

8.0 **PLACE & ADDRESS FOR SUBMISSION OF BIDS**

**Additional Director
(Education Campaign Department)**

Petroleum Conservation Research Association
3rd Floor, Room No. 301, Sanrakshan Bhavan
10 Bhikaji Cama Place,
New Delhi-110066

9.0 **OPENING OF BIDS**

Un priced Part of the offer i.e. Part – I: Techno-Commercial offer/ bid shall be opened on the last day of submission of offer at 14:00 hrs at 3rd Floor, Sanrakshan Bhavan, New Delhi.

Price Part of the Techno - Commercially acceptable bidders shall be opened at a later date to be communicated after evaluation of their offers. During opening of Priced Part name of Bidder and Total cost to PCRA shall be read. No other details/ information shall be given.

10.0 **EVALUATION OF TENDERS AND AWARD OF WORK**

10.1 Pre-qualification criteria – A screening committee approved by management will undertake the screening of all the tenders based on the pre-qualifying criterion. The bidders must meet all pre-qualifying criterion. Any agency not meeting any of the pre-qualification requirements will not be short-listed for the presentation to the management and evaluation.

Evaluation and Selection Procedure – All the agencies short listed by the screening committee will be invited for making a multi-media presentation on strategy and methodology for carrying out three round of awareness survey to know the current level of awareness, effectiveness of communications used by PCRA and any correction required. Each agency will be given a maximum of 30 minutes duration to make the pitch presentation broadly based on the following :

S No.	Criteria	Marks
1	Experience of the Agency <ul style="list-style-type: none"> • No. of project of similar nature – 15 marks • Most relevant projects with cost – 10 marks 	25
2	Methodology/Work schedule <ul style="list-style-type: none"> • Undertaking of scope of work – 20 marks • Work Plan and methodology – 30 marks 	50
3.	Suitability of Key Personnel <ul style="list-style-type: none"> • Number of key personnel & Educational Qualification – 5 marks • Area of expertise/number of project of similar nature – 15 marks • Any other relevant experience – 5 marks 	25
	TOTAL	100

The decision of the Evaluation Committee will be final and binding for stage 2 evaluation.

11.0 EVALUATION OF FINANCIAL PROPOSAL

Based on the recommendation of the evaluation committee on the above parameters, **the best agencies shall be short listed in order of their merit and will open price-bid of such agencies.** The job will be awarded on the lowest price (L1) bidder.

Unopened financial proposals shall be returned to the respective bidders after the contract is successfully awarded.

12.0 CONTRACT AGREEMENT

The successful Bidder shall be required to execute a contract Agreement with PCRA as per Performa attached with this document on the non-judicial stamp paper of Rs. 100/- (Rupees One hundred only) to be purchased from Delhi within fifteen days of issue of work order. The cost of stamp paper shall be borne by successful Bidder.

PCRA reserves the right to amend the terms & conditions of contract after Mutual discussions and shall only be in writing.

13.0 TERMS OF PAYMENT

Advance payment will not be considered. Payments will be released by A/C Payee cheque in Indian rupees in the name of the selected agency only. The agency is required to submit pre-receipted bills in triplicate for settlement. The bills should be submitted along with breakup of the activities undertaken. The tax components shall be paid as per actual.

NAME OF WORK: PRE, MID AND POST AWARENESS CAMPAIGN SURVEY ON PCRA's MASS MEDIA CAMPAIGN.

TENDER NO. : PCRA/EC/2008-09/T-08

COMPLIANCE TO BID REQUIREMENTS

We confirm that our bid complies to the total techno-commercial requirement of Tender Document without any deviation.

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
NAME OF THE AGNECY : _____
ADDRESS : _____
OWNER SEAL : _____

(STAMP & SIGNATURE OF TENDERER)

CHECK LIST FOR SUBMISSION OF TENDER
(Mark ✓ In Appropriate Box As Applicable)

	Confirm original tender signed on each page & included in the offer.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Confirm all item rates have been filled without any condition & deviation and submitted in sealed envelope marked "Priced Part".	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Confirm EMD is submitted with Part – I of offer.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Details of EMD – Value Rs. _____ Demand Draft No _____ Banker Name _____ Date of D.D. _____ BG No & name of issuing bank _____	
	Confirm submission of PQ requirement. <ul style="list-style-type: none"> • Details of project undertaken and experience in research survey for last five years including Govt./PSU client. • CA certificate for last 3 years in support of annual turnover for research survey billing only. • CA certificates for 15 lacs research survey billing for single client. • Confirm copy of Audited Balance Sheets for last three financial years i.e. 2005-2006,2006-2007 and 2007-2008 furnished. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Confirm copy of Power of Attorney submitted	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Confirmation regarding relationship with the PCRA's Director, if any.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	The agency should be able to provide and indicate a dedicated team for implementing and monitoring PCRA's accounts	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Tenderer should submit PCRA price bid (Price not to be quoted in this part) duly signed by authorized representative of the agencies along with Techno commercial bid.	Yes <input type="checkbox"/> No <input type="checkbox"/>

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
NAME OF THE AGNECY : _____
ADDRESS : _____
OWNER SEAL : _____

(STAMP & SIGNATURE OF TENDERER)

FINANCIAL DETAILS

ANNUAL RESEARCH SURVEY TURNOVER

The Bidder shall indicate here the annual Research Survey turnover during last 3 years for carrying out various type of research surveys.

FINANCIAL YEAR	TURNOVER (IN RS.) FROM RESEARCH SURVEY ONLY
2007 – 2008	
2006 – 2007	
2005 – 2006	

Copies of the Chartered Accounts certificates for 3 years are to be attached.

(STAMP & SIGNATURE OF TENDERER)

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT**CONTENTS**

S. NO.	HEADING		PAGE NO.
1.	Section 1	Definitions	21
2.	Section 2	Interpretation of the contract documents	23
3.	Section 3	Security Deposit	23
4.	Section 4	Quantities of Work	23
5.	Section 5	Change in constitution of the contractor	23
6.	Section 6	Mode of Payment	24
7.	Section 7	Discharge of Owners liability	24
8.	Section 8	Claims of Owner	24
9.	Section 9	Termination of the Contract	25
10.	Section 10	Personal Acts and liabilities	26
11.	Taxes		27
12.	Government regulation		27
13.	Liens and liabilities		27
14.	Arbitration		27
15.	Formats		28
Annexure-I	Format of Form of Contract		29
Annexure-II	Format of Bank Guarantee in lieu of EMD		34

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

1.1 Unless repugnant to the subject or context of usage, the following expressions used herein shall carry the meaning hereunder respectively assigned to them, namely;

"Acceptance of Tender" shall mean the Acceptance of Tender issued by the OWNER to the CONTRACTOR, and shall include a letter, telegram or fax of acceptance or other notification of award of work, and a detailed Letter of Acceptance.

- a) The "Contract " shall mean the agreement between the parties as derived from the Contract Documents.
- b) The "CONTRACTOR" shall mean Agency, Firm or Company selected by the OWNER for the performance of the Contract and shall include its legal representatives, successors and permitted assigns.
- c) The "Contract Documents" shall mean the contract documents as defined in Article 1 in the Form of Contract.
- d) "Completion" shall mean the successful completion and conclusion of all activities required in all respects to complete the contractual works in accordance with the contract.
- e) The "Officer-in-charge" shall mean the officer of the OWNER nominated by the OWNER in writing to act as Officer-in-charge for the purpose of the Contract.
- f) "Executive Director" shall mean Chief Executive (howsoever designated) of the Project to which the Contract relates, and if there is no such separate Chief Executive, shall mean the Executive Director.
- g) "Order" and "Instruction" shall respectively mean any written Order or Instruction given by the Officer-in-charge or his representative within the scope of their respective powers in terms of the Contract.
- h) The expression "Owner" occurring in the tender document shall mean Petroleum Conservation Research Association, a Registered Society under Ministry of Petroleum & Natural Gas and having its office

Sanrakshan Bhavan, 10 Bhikaji Cama Place New Delhi 10066 and shall include its successors and assigns.

- i) "Price Bid" shall mean the Schedule of Rates or Price Schedule annexed to the Acceptance of Tender and shall also include the total cost to the Company.
- j) "Security Deposit" shall mean the Security Deposit as specified hereof in the tender document.
- k) "Time Schedule" shall mean the Time Schedule for final completion of the Works incorporated in the Contract or as may be extended by the OWNER or Officer-in-Charge.
- l) The "Net cost to company" shall, up to calculation of the entire remuneration due to the CONTRACTOR in terms of the contract on successful completion of the work, mean the Total contract value as specified in the Acceptance of Tender, and after calculation of the entire remuneration due to CONTRACTOR under the contract on successful completion of the contract, shall mean the totality of such remuneration.
- m) The expression "Tenderer" or "Bidder" shall mean the Tenderer who submits the tender for the work and shall include the successors and permitted assigns of the Tenderer.

1.2 "Work" and "Scope of work" shall mean the totality of the work / services related to PRE, MID AND POST AWARENESS CAMPAIGN SURVEY ON PCRA's MASS MEDIA CAMPAIGN. etc. as advised by PCRA.

1.3 "PCRA" shall mean Petroleum Conservation Research Association, located at Sanrakshan Bhavan 10 Bhikaji Cama Place New Delhi 110066.

1.4 "Research Agency" shall mean a professional research survey agency engaged in various kind of survey/research including Communication Survey and Awareness Survey etc.

1.5 "Contract" shall mean the contract for the work and shall include the tender document, the Special Conditions of Contract, the attached General

Conditions of Contract, the Letter of Acceptance, and the accepted Schedule of Rates.

2.0 INTERPRETATION OF CONTRACT DOCUMENTS:

2.1 In case of irreconcilable conflict in non technical matters between the provisions in the separate contract documents concerning or governing the same aspect precedence shall be given to the provisions contained in the documents mentioned below in the order in which they are set out below:

- a) Formal Contract
- b) Acceptance of Tender
- c) Price Schedule annexed to Letter of Acceptance
- d) Special Conditions of Contract
- e) Special Instructions to Tenderers
- f) General Conditions of Contract
- g) Instructions to Tenderers/Bidders

A variation or amendment issued after the execution of the formal contract shall take precedence over the formal contract and all other Contract Documents.

3.0 SECURITY DEPOSIT:

3.1 The CONTRACTOR shall furnish Security Deposit as specified in the Letter Inviting Tender / Special Conditions of Contract.

4.0 QUANTITIES OF WORK

4.1 The quantities of work stated in the Form of Schedule of Rates do not form part of the Contract and the OWNER shall not be liable for any increase or decrease in the actual quantities of work performed (notwithstanding the percentage of such increase or decrease), nor shall such increase or decrease in the actual quantities form the basis of any alteration of rates quoted and accepted.

5.0 CHANGE IN CONSTITUTION OF THE CONTRACTOR

5.1 The CONTRACTOR, whether Proprietary concern, Partnership firm, Private limited Company, shall not make any change(s) in its constitution, by transfer

of substantial shareholding or of management (in the case of a company) or by addition or deletion of Partners, change in the terms of Partnership, or make any other material change(s) without prior intimation to and approval of the OWNER. **Any such unauthorized change shall attract the provisions of Clause 9.0 hereof.**

6.0 MODE OF PAYMENT

All payment(s) by the OWNER under or in terms of the Contract shall be made in official Indian currency only by crossed "Account Payee" cheque sent to the registered office of the CONTRACTOR or other office notified in this behalf by the CONTRACTOR or delivered to his authorized representative. All cheques drawn shall be payable at the office of the OWNER's bankers and in no case will the OWNER be responsible if the cheque is mislaid, misappropriated or otherwise lost or stolen.

7.0 DISCHARGE OF OWNER'S LIABILITY

The acceptance by the CONTRACTOR of any amount paid by the OWNER to the CONTRACTOR in respect of the final dues of the CONTRACTOR under the Final Bill upon condition that the said payment is being made in full and final settlement of all said dues to the CONTRACTOR.

8.0 CLAIMS OF OWNER:

No release or payments of any unadjusted balance of the Security Deposit by the OWNER to the CONTRACTOR as aforesaid or otherwise shall be deemed or treated as a waiver of any right(s) or claim(s) of the OWNER or shall stop or prevent the OWNER from thereafter making or enforcing any claims or any rights against the CONTRACTOR. The claims of the OWNER, if any, against the CONTRACTOR shall continue to survive and shall not get extinguished notwithstanding the issue of Final Certificate and/ or the release of Security Deposit to the CONTRACTOR.

9.0 TERMINATION OF THE CONTRACT

9.1 Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the Owner under the Contract or otherwise, the Owner shall be entitled to terminate the Contract by written notice at any time during the currency on or after the occurrence of any one or more of the following events or contingencies, namely:

- (i) Default or failure by the Contractor of any of the obligations of the Contractor under the Contract, including but not limited to:
 - a. Failure to commence any work in accordance with the time prescribed in this behalf;
 - b. Failure to execute the works or any of item in accordance with the Contract;
 - c. Disobedience of any order or instruction of the Engineer-in-Charge and/ or Site Engineer;
 - d. Negligence in carrying out the works or carrying out of work found to be unsatisfactory by the Engineer-in-Charge;
 - e. Abandonment of the works or any part thereof;
 - f. Suspension of the entire works or any part thereof, for a period of 14 (fourteen) days or more without due authority from the Owner or Engineer-in-Charge.
 - g. Commission, permission or sufferance of any other breach of any of the terms, conditions or provisions of the Contract on the part of the CONTRACTOR to be paid, performed and/ or observed;
 - h. Failure to deposit the Initial Security Deposit/ Security Deposit within specified number of days mentioned elsewhere in the tender document by the Contractor of Acceptance of Tender;

- i. Failure to execute the Contract in terms of the Form of Contract forming part of the Tender Documents within 10(ten) days of notice in this behalf from the Owner;
- (ii) If the Contractor is incapable of carrying out the work;
- (iii) If the Contractor misconducts himself in any manner.
- (iv) If there is any change in the constitution of the Contractor (if a firm) or in the circumstances or organization of the Contractor, which is detrimental to the interests of the work or the Owner;
- (v) Dissolution of the Contractor (if a firm) or commencement of liquidation or winding up (whether voluntary or compulsory) of the Contractor (if a company) or appointment of a receiver or manager of any of the Contractor 's assets and/ or insolvency of the Contractor (if a sole proprietorship) or any Partner of the Contractor (if a firm);
- (vi) Distress, execution, or other legal process being levied on or upon any of the Contractor 's goods and/ or assets;
- (vii) Death of a Contractor (if an individual);
- (viii) If upon any change in the Partnership/constitution of a Contractor 's organization (if a Partnership), the OWNER shall refuse to continue the contract with the re-constituted firm.
- (ix) (ix)If the Contractor or any person employed by him shall make or offer for any purpose connected with the Contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of the Owner;
- (x) If the Contractor shall assign or attempt to assign his interest or any part thereof in the Contract.

The decision of the Executive Director, as to whether any of the events/ contingencies mentioned in Clause 9.1 hereof, entitling the Owner to terminate the Contract, has occurred or not, shall be final and binding upon the Contractor.

10.0 PERSONAL ACTS AND LIABILITIES

No Director, officer or other employee of the OWNER shall anyway be personally bound or liable to the CONTRACTOR for the acts, omissions or

obligations of the OWNER under the Contract otherwise or be personally answerable to the CONTRACTOR for or in respect of any default or omission in the performance of any act(s), deed(s), matter(s) or things to be observed and/or performed by the OWNER under the Contract.

11.0 TAXES

The CONTRACTOR shall be exclusively liable for the payment of any and all taxes now in force or hereafter imposed, increased or modified in respect of any work excluding service tax, which shall be paid at actual on submission of documentary proof.

12.0 GOVERNMENT REGULATIONS

The CONTRACTOR shall comply with and ensure strict compliance by his/its sub-contractors and agents of all applicable Central, State, Municipal and local laws and regulations and undertakes to indemnify the OWNER from and against all levies, damages, penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation and against all actions, proceedings claims and demands arising there from and/ or relative thereto.

13.0 LIENS AND LIABILITIES

If at any time there is evidence of any lien or claim for which the OWNER might be or become liable and which in terms of the Contract or otherwise is chargeable to or payable by the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter becoming due to the CONTRACTOR.

14.0 ARBITRATION

14.1 The provisions of the Indian Arbitration & Conciliation Act, 1996 and any re-enactment(s) and/ or modification(s) thereof and of the Rules framed there under shall apply to arbitration proceedings pursuant hereto subject to the following conditions:

- (a) The Arbitrator shall give his Award separately in respect of each Claim and Counter-Claim; and

(b) The Arbitrator shall not be entitled to review any decision, opinion or determination (howsoever expressed) which is stated to be final and/ or binding on the CONTRACTOR in terms of the Contract Documents.

14.2 The venue of the arbitration shall be New Delhi, provided that the Arbitrator may with the consent of the OWNER and the CONTRACTOR agrees upon any other venue.

15.0 FORMATS

15.1 Formats for FORM OF CONTRACT (Annexure-I), BANK GUARANTEE in lieu of Earnest Money Deposit (Annexure-II) and BANK GUARANTEE in lieu of Initial Security Deposit / Security Deposit (Annexure-III)

FORM OF CONTRACT

THIS CONTRACT made at New Delhi this _____ day of _____; BETWEEN Petroleum Conservation Research Association, having its Head quarter at Sanrakshan Bhavan 10, Bhikaji cama Place New Delhi-110066 (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the One Part; AND _____ carrying on business in sole proprietorship/carrying on business in partnership under the name and style of _____ a Company registered in India under the Indian Companies Act, 1913/1956 having its registered office at _____ (hereinafter referred to/as collectively referred to as the "Contractor" which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

WHEREAS

The OWNER desires to have executed the work of _____

_____ more specifically mentioned and described in the contract documents (hereinafter called the "work" which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the CONTRACTOR for the said work.

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE – 1
CONTRACT DOCUMENTS

- 1.1 The following documents shall constitute the Contract documents, namely:
- (a) This contract ;
 - (b) Tender documents as defined in the General Instructions to Tenderers;
 - (c) Letter of Acceptance of Tender along with Fax/Telegram of Intent.
- 1.2 A copy of each of the Tender Documents is annexed hereto and the said copies have been collectively marked **Annexure 'A'** while a copy of the Letter of Acceptance of Tender along with annexure thereto and a copy of Fax/Telegram of Intent dated _____ are annexed hereto and said copies have been collectively marked as **Annexure - 'B'**.

ARTICLE – 2
WORK TO BE PERFORMED

- 2.1 The CONTRACTOR shall perform the said work upon the terms and conditions and within the time specified in the Contract Documents.

ARTICLE - 3
COMPENSATION

- 3.1 Subject to and upon the terms and conditions contained in the Contract documents, the OWNER shall pay CONTRACTOR compensation as specified in the Contract documents upon the satisfactory completion of the work and/or otherwise as may be specified in the Contract documents.

ARTICLE - 4
JURISDICTION

- 4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at New Delhi (where this Contract has been signed on behalf of the OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

ARTICLE - 5
ENTIRE CONTRACT

- 5.1 The Contract documents mentioned in Article - I hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the work are hereby cancelled.

ARTICLE - 6

NOTICES

- 6.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the CONTRACTOR on the OWNER with reference to the Contract shall be deemed to have been sufficiently served upon the OWNER (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.
- 6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONTRACTOR with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the CONTRACTOR at or to the CONTRACTOR's representatives as referred to in the General Conditions of Contract forming part of the Contract Documents.

ARTICLE-7

WAIVER

- 7.1 No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER
- and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE-8

NON-ASSIGNABILITY

The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate the place, day and year first above written.

SIGNED AND DELIVERED

DELIVERED

for and on behalf of

Agency_____

SIGNED AND

for and on behalf of

Petroleum Conservation Research Association

By_____ this date of 2007

in the presence of :

- 1.
- 2.

*(Strike off which is not applicable)

in the presence of :

- 1.
- 2.

BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

BG NO: _____

DATED: _____

VALID UPTO: _____

To,
Petroleum Conservation Research Association
Sanrakshan Bhavan, 10 Bhikaji Cama
Place New Delhi-110066

Dear Sirs,

In consideration of Petroleum Conservation Research Association (hereinafter called "the OWNER" which expression shall include its successors and assigns), having awarded certain work for and relative to _____ (Name and address of the agency) having its Head Office/Registered Office at _____ (Address of the Tenderer) (hereinafter called the "Tenderer" which expression shall include its successors and assigns), upon certain terms and conditions interalia mentioned in the owners letter of acceptance number _____ dated _____ read with the related tender documents (hereunder collectively called "the contract", which expression shall included any formal contract entered into between the owner and the agency in suppression of the said letter of acceptance and all amendments and /or modification in the contract) inclusive of the condition that the owner may accept a bank guarantee/ undertaking of a scheduled bank in India in lieu of Cash Deposit of the Initial Security Deposit as provided for in general condition o f contract forming part of the set tender document.

We _____(Name of the Bank), a Bank constituted/Registered under the _____ Act, having our Head Office / Registered Office at _____(hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Agency and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay to the owner at New Delhi forthwith on first demand without protest or demur or proof or satisfaction or and without reference to this guarantee , up to an aggregate limit of Rs. _____ (Rs. _____ Only).

AND THE BANK DOTH HEREBY FURTHER AGREES AS FOLLOWS:

1. This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid in irrevocable in full force and effect for all claims or demands made by the Corporation on the Bank until the Corporation 20harges this Guarantee/Undertaking subject, however, that the Corporation shall have no claims under this Guarantee/Undertaking after the midnight of _____ 200 _____ or any written extension(s) thereof.

PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tenderer on or before the said date, whether on the basis of accompanying tender or any other basis, then the validity of this guarantee/undertaking shall stand automatically extended for all claims and demands made by the Corporation for further three months.

2. The Owner shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking at any time and/or from time to time any wise to postpone and/or vary any of the powers, rights, and obligations exercisable by the Corporation against the Tenderer and either to enforce or to forbear from enforcing all or any of the terms and conditions of or governing the said Tender and/or any contract consequent upon any award of work or the said Earnest Money

Deposit or the securities available to the Corporation or any of them and the Bank shall not be released from its liability under these Presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank specifically waives any and all contrary rights whatsoever.

3. It shall not be necessary for the Corporation to proceed against the Tenderer before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Tenderer to the Corporation and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.
4. The amount stated by the Corporation in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Corporation for the purpose of these Presents be conclusive of the amount payable by the Bank to the Corporation hereunder.
5. The liability of the Bank to the Corporation under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Tenderer and the Corporation, the Tenderer and the Bank and/or the Bank and the Corporation or otherwise howsoever touching these Presents or the liability of the Tenderer to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Tenderer or any other person to the Bank not to pay or for any cause withhold or defer payment to the Corporation under these Presents, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Corporation in terms thereof.

6. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Bank or the Corporation.
7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.
8. Not with standing anything contained herein:
 - (i) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words) ;
 - (ii) This guarantee/undertaking shall remain in force upto_____and any extension(s) thereof; and
 - (iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before _____ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

The Bank doth hereby declare that

Shri _____ (designation) _____
____ who is authorized to sign this Guarantee/Undertaking on behalf of
the Bank and to bind the Bank thereby.

This _____ day of _____ 20 _____

Yours faithfully

Signature : _____

Name & Designation: _____

Name of the Branch: _____

SPECIAL CONDITIONS OF CONTRACT

INDEX TO SPECIAL CONDITIONS OF CONTRACT

<u>CL. NO.</u>	<u>DESCRIPTION</u>
1.0	INTRODUCTION
2.0	DEFINITION
3.0	SCOPE OF WORK
4.0	METHODOLOGY
5.0	REPORTS
6.0	PERIOD OF CONTRACT
7.0	TARGET AUDIENCE
8.0	SCHEDULE OF WORK
9.0	PAYMENT OF BILLS
10.0	SECURITY DEPOSIT
11.0	INTERPRETATION
12.0	ASSIGNMENT AND SUBCONTRACTING
13.0	FORM OF TENDER

SPECIAL CONDITIONS OF CONTRACT

1.0 INTRODUCTION:

Petroleum Conservation Research Association (PCRA), established in 1978, is a non-profit registered society (Society's Registration Act 1860) under the Ministry of Petroleum & Natural Gas, Govt. of India, with a mission of efficient energy utilization & environment protection leading to conservation and improvement in quality of life.

Education Campaign

PCRA endeavors to educate people all over the country on the need and measures of petroleum conservation under its most important function of Education Campaign. Over the years, PCRA has been propagating the message of petroleum conservation through various media, viz. Television, Newsprint, Radio, Outdoor Publicity, Literature/Pamphlets/Brochures, Events & Exhibitions.

PCRA plans to launch a mass media awareness campaign at national level to bring conservation in to national forefront at an estimated budget of Rs. 40 crores. New creatives have been designed for TV, Radio and Print by M/s Hindustan Thomson Associates(Commonly known as JWT). Communication expert Mr. Alyque Padamsee has been engaged as PCRA communication expert to guide on various activities and strategies of PCRA forthcoming national campaign. M/s Madison Communications Pvt. Ltd. has been selected as media buying agency. Before attempting to fill the tender document the tenderer should study the pre-qualifying criteria required.

2.0 DEFINITIONS

- 2.1 The expression "owner" and /or "PCRA" or "Corporation" occurring in the tender document shall mean Petroleum Conservation Research Association, New Delhi and shall include its successor and assigns.

2.2 The expression contractor or agency shall mean the tender selected by the owner for the performance of the subject work and shall include the successor and permitted assigns of the contractor.

2.3 Research Agency means professional agency engaged in the field of research surveys in the various fields like Consumer Research, Media Research, Financial Research, Business to Business Research, Pharmaceutical Research, Communication Research, Travel Research, Trade Research, Panel Research, Customer Satisfaction, Industrial Research, Agricultural Research, Awareness Survey and Automotive Research.

3.0 SCOPE OF WORK

PCRA proposes to conduct awareness survey in three round i.e. **PRE, MID AND POST AWARENESS CAMPAIGN SURVEY ON PCRA's MASS MEDIA CAMPAIGN.**

OBJECTIVE:

The objective of this awareness survey is to conduct comprehensive evaluation of awareness on various kind of end users of petroleum products in all the four sectors of economy i.e. Transport, Industrial, Domestic and Agriculture sector.

- Objective of this survey is to change the end user behavior & attitude, which will result in optimum consumption of petroleum products.
- The communications in the form of various media i.e. TV, Radio and Print should be able to change attitude towards category usages. The basic objective is to change from current state of knowledge, perception and behavior to the final milestone thereby increase in knowledge, perception and behavior of the end users resulting saving in consumption of petroleum products.

- Communications through various form of media would be extended for a long period of time for constantly reminding end users about benefits of petroleum product conservation by attitudinal change
- The objective shall not only to assess the awareness level and effectiveness of communication but also help in fine tuning the communication programme at every stage thus, making the entire process effective.

Scope of work includes the following :

3.1 In order to assess the impact, awareness and effectiveness of the proposed national campaign, PCRA wants to engaged a professional research agency for carrying out survey in three round :

i) Pre Campaign Survey (Base Line Survey)

This survey is required to be conducted to assess the current knowledge level on petroleum conservation and fuel efficiency in Transport, Industry, Domestic and Agriculture sector by the end users of petroleum products. Basically this survey is required to measure current attitudes and habits of end user.

ii) Mid Campaign Survey and Post Campaign Survey

These survey is required to be conducted to know the following :

- Increase the awareness level during the campaign and the post campaign in a qualitative.
- Effectiveness of the Creative
- Effectiveness of the Media
- Reach to The Target Group
- Overall impact of the campaign
- Any suggestion for corrective measures during mid term, post campaign and also in future.

Mid term survey is required to evaluate effectiveness of the communication and to provide data for fine tuning the effectiveness of the communications.

This survey is required to be carried out after two months or two and half months after launching of campaign.

Post term survey is required to measure the shift in behavior, attitude of the end users of petroleum products and to measure efficacy of the campaign. It is expected that Post campaign survey will be carried out after 3 month of mid term campaign or at a late date but before six month from mid term campaign.

3.2 MEASUREMENT APPROACH

Three phase research would be quantitative in nature. These three phases research would be carried out by the trained officials of research agency by physically approaching respondent through face to face interviews with the help of a structured questionnaire. Sample towns and villages covering all the regions, States of all over India in all the four sector of economy i.e. Industrial, Domestic, Transport and Agriculture sector.

3.3 NEED FOR MEASUREMENT

The need for such measurement on proposed national level mass awareness campaign would be to evaluate the following:-

- To what extent the messages shall be reaching the right segment in all 4 sectors.
- To what extent the Users segment are able to recall the communication.
- To what extent users are able to remember the conservation messages.
- To what extent the conservation messages are able to change attitude of users.
- To what extent the Change in attitude reflecting in the change in behavior on Conservation lead to Changed behavior relate to Conservation Messages

3.4 Profile of Respondents

Should cover the entire demographic segments covering following sectors:

- a) **Petrol-** 2/3 Wheeler owners (Scooters, Motorcycles up to 100cc and more),auto and Car drivers and car owners.
- b) **Diesel-** Car drivers and car owners including Taxi operators and bus & Truck operators.
- c) **LPG -** House wives.
- d) **Industrial (Diesel, Furnace Oil, Nephtha Etc.)** Owners, foreman and supervisors working in the Industry.

- e) **Rural-** Owners and drivers of Tractors and other farm/agriculture related equipments including Pump sets

3.5 Area to be covered :

Following area is required to be covered for carrying out three phases of awareness survey:

URBAN: Towns to be selected on the basis of Regions , town-class defined by population. Representatives samples to be selected from each Region and Town class

- Regions: North, East, West, South
- Town-class: Metros, Mini metros, Medium Towns and small Town
- Total 24 Towns (Minimum)

RURAL: Villages are to be selected from each region.

- Large Villages(Population 10,000+)
- Medium Villages(Population 5000 to 10,000)
- Small Villages (Population Less then 5000)
- Minimum 72 villages is to selected by covering all three type of villages in a equal manner.

3.6 Sample size

Following minimum sampling plan for three round of research is required to be done :

A	Urban Household	:	2800
	• Petrol Passenger segment (4 auto segments)	:	600
	• Petrol 2 Wheeler Segment	:	850
	• Diesel Passenger Car	:	150
	• LPG Housewives	:	1200
B	Institutional	:	1100
	• Taxi Operators	:	270
	• Fleet Operators	:	230
	• Industries	:	600
C	Rural Total (including Agriculture & Automotive & Household)	:	1100
D	TOTAL SAMPLE SIZE PER ROUND OF SURVEY	:	5000

4.0 METHODOLOGY

As knowledge attitude and behavior differ by region and population strata and therefore sample would have to be included in each regions, states and population strata. Selection of sample should include different demographic segments such as SEC, Age, Family structure etc.

5.0 Reports

Agency is required to conduct three round of survey separately and independently therefore is required to submit following reports covering each and every point mentioned in the scope of work:

- i) Three copies of pre campaign report, which should includes detailed report, findings, analysis, recommendation, conclusion etc and executive summary.
- ii) Three copies of mid campaign report, which should includes detailed report, findings, analysis, recommendation with special mention regarding any correction is required to make campaign more effective, conclusion etc and executive summary.
- iii) Three copies of post campaign report, which should includes detailed report, findings, analysis, recommendation, conclusion etc and executive summary.
- iv) Conclusion report - This report should be consolidated report after completion of the campaign with overall findings, analysis, recommendation etc and with executive summary.
- v) All the data mentioned, respondent sheets vide questionnaire to be attached with the relevant reports.

6.0 PERIOD OF CONTRACT:

The research survey is expected to be completed in a period of 12 months. The contract period may be extended for a further period, at the discretion of owner on the same terms & conditions till completion of the campaign.

7.0 TARGET AUDIENCE

PCRA's prime objective is to promote fuel efficiency and conservation of petroleum products in India. The target audience is vehicle owners/Drivers, Industry establishment owners/ Proprietors, Housewives, agriculture pump set users who are the decision maker for using petroleum products for their needs. The demographic and psychographics profile would be SEC AB, in the age group of 18 and above.

On an average the consumption pattern of petroleum products in India is as follows:-

- | | |
|--|-----|
| • Transport (Petrol, Diesel, CNG, Aviation Fuel) | 51% |
| • Industry (Petrol Diesel, Fuel Oil, Naphtha, Natural Gas) | 14% |
| • Commercial and others | 13% |
| • Domestic (LPG and Kerosene) | 18% |
| • Agriculture (Diesel) | 4% |

8.0 SCHEDULE OF WORK

Following schedule will be followed for carrying out awareness survey:

1. Pre Campaign Survey- Immediately after issuance of Work Order
2. Mid Term Campaign Survey- after 2 month OR 2 1/2 month of pre-campaign survey
3. Post Campaign Survey- After 3 month from Mid term Campaign but before 6 month from Mid term Campaign

Selected agency shall take approval of PCRA before undertaking each round of survey.

9.0 PAYMENT OF BILLS

The agency shall submit the bill/s to PCRA with requisite supporting documents with details

9.1 Payment shall be released as under :

- On acceptance of pre campaign report - 30% of the contract value
- On acceptance of Mid campaign report - 30% of the contract value
- On acceptance of Post & Final campaign report - 40% of the contract value

9.2 Income Tax deduction will be made from “bills of the Contractor as per rules and regulations in force under the Income Tax Act.

9.3 Payments will be made within 30 days of submission of bills provided the bills are complete and duly authenticated by the specified Officer(s) of the Owner.

9.4 Payments will be made by crossed account payee cheques only.

10.0 SECURITY DEPOSIT:

The security deposit consists of three elements:

- a) Earnest money deposit [to be paid either in the form of demand draft or bank guarantee along with the tender document.
- b) Initial security deposit @ 2.5% of the Contract Value [to be paid on award of work but before commencement of work].
- c) Security deposit [recoverable from bills on monthly basis] @ 2.5% of each RA Bill value A/C PCRA.
- d) No further recovery in regard to security deposit shall be made from the Contractor’s bills after the cumulative value of 5% Security Deposit is recovered of the total contract value.

11.0 INTERPRETATION:

11.1 The Special conditions of Contract shall be read in conjunction with the General Conditions of Contract and all other documents forming part of this contract. Notwithstanding the sub-divisions of the documents into these

separate sections, every part of each shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.

11.2 Where any portion of the General Condition of Contract is in irreconcilable conflict with provision of the Special Conditions of Contract, the provisions of these Special Conditions of Contract shall be deemed to over ride the provisions of the General Conditions of Contract to that extent.

12.0 ASSIGNMENT & SUB-CONTRACTING

12.1 The Contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner.

13.0 FORM OF TENDER:

14.1 Tenders shall be submitted under cover of a letter on the lines of Form of Tender annexed duly filled in and signed by the Tenderer.

TECHNO-COMMERCIAL BID (PART-I)

INFORMATION ABOUT TENDERER

1.0 IN CASE OF INDIVIDUAL:

1.1	Name of Applicant	:	
1.2	Name of Business	:	
1.3	Whether his business is Registered	:	
1.4	Date of Commencement of Business	:	
1.5	Tenderers may attach separate sheets to elaborately spell out their experience in various types of research survey conducted by the agency	:	
1.6	PAN No.	:	
2.0	<u>IN CASE OF PARTNERSHIP</u>		
2.1	Name of Partners	:	
2.2	Whether the Partnership is Registered	:	
2.3	Date of establishment of firm	:	
2.4	Experience in research that should includes Awareness Survey, Consumer Research, Communication Research etc.		
2.5	Whether each partner is Income Tax Payee		

	if not, which of them pays the same and their PAN No.		
3.0	<u>IN CASE OF LIMITED LIABILITY COMPANY OR COMPANY LIMITED BY GURARANTEES</u>		
3.1	Amount of paid up capital	:	
3.2	Name of Director's	:	
3.3	Date of Registration of Company	:	
3.4	Experience in various type of Research undertaken by agency	:	
3.5	Copies of the Balance Sheet of the Company of the last three years.	:	
3.6	Pan No of the company	:	
4.0	EMPLOYEE'S RELATIVES		
4.1	Does the Tenderer or any partner have any relative working in Petroleum Conservation Research Association	:	
4.2	Is answer to 4.1 above is yes - state name and relationship	:	

SIGNATURE _____

NAME OF THE TENDERER _____

ADDRESS _____

DATE _____



**PETROLEUM CONSERVATION RESEARCH ASSOCIATION
(MINISTRY OF PETROLEUM & NATURAL GAS)**

TENDER DOCUMENT

FOR

**PRE, MID AND POST AWARENESS CAMPAIGN SURVEY ON PCRA's
MASS MEDIA CAMPAIGN.**

(TENDER NO: PCRA/EC/2008-09/T-08)

PART – II (PRICE PART)

(NOT TO BE QUOTED IN THIS PART)

**NAME OF THE WORK: PRE, MID AND POST AWARENESS CAMPAIGN
SURVEY ON PCRA's MASS MEDIA CAMPAIGN.**

TENDER NO. PCRA/EC/NIT/08-09/T-08

PRICE PART

INDEX

S. No.	Description	
1.	Preamble to price part	
2.	Price summary	Form SP-1

**NAME OF THE WORK: PRE, MID AND POST AWARENESS CAMPAIGN
SURVEY ON PCRA's MASS MEDIA CAMPAIGN.**

TENDER NO. PCRA/EC/NIT/08-09/T-08

PREAMBLE TO SCHEDULE OF RATES

The Bidders are advised to go through the Tender documents carefully before quoting the price Bid.

The tenderer will have to submit the most competitive bid for three round of survey separately i.e. pre, mid and post campaign survey shown in the Price Bid Summary. The successful bidder, once selected will be asked to carry out the work of three round of survey on national level in consultation with PCRA.

(STAMP & SIGNATURE OF BIDDER)

NAME OF THE WORK : PRE, MID AND POST AWARENESS CAMPAIGN SURVEY ON PCRA's MASS MEDIA CAMPAIGN.

TENDER NO. PCRA/EC/NIT/08-09/T-08

	Sample size (Minimum 5000 per round of survey)	Minimum coverage of 24 Towns and 72 Villages covering all over India (Regions, States and population strata)	Total cost exclusive of service tax
	A	B	C
Pre campaign survey			
Mid campaign survey			
Post campaign survey			
TOTAL			

Note 1 Each round of survey should be treated as independent exercise.

Therefore Bidder is required to quote separately for three round of research

2. Minimum sample size for each round of survey is 5000 respondents in all the four sector i.e. Industrial, Domestic, Transport and Agriculture sector.
3. Bidder is required to cover entire geographical area for three round of research and should proportionately cover urban semi urban, rural and semi rural area i.e. minimum 24 towns and 72 villages. Bidder is required to furnish the name of the town and villages to PCRA.
4. Total Cost means including every thing except Service tax, which will be paid extra, as applicable.
5. Each Column is to be filled .NO Column to be left blank.

(STAMP AND SIGNATURE OF TENDERER)



**PETROLEUM CONSERVATION RESEARCH ASSOCIATION
(MINISTRY OF PERTOLEUM & NATURAL GAS)**

TENDER DOCUMENT

FOR

**PRE, MID AND POST AWARENESS CAMPAIGN SURVEY ON
PCRA's MASS MEDIA CAMPAIGN**

(TENDER NO: PCRA/EC/2008-09/T-08)

PART – II (PRICE PART)

(PRICE TO BE QUOTED IN THIS PART)

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TENDER NO. PCRA/EC/NIT/08-09/T-08

NAME OF TENDERER :

PREAMBLE TO SCHEDULE OF RATES

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The tenderer will have to submit the most competitive bid for three round of survey separately i.e. pre, mid and post campaign survey shown in the Price Bid Summary. The successful bidder, once selected will be asked to carry out the work of three round of survey on national level in consultation with PCRA.

(STAMP & SIGNATURE OF BIDDER)

**NAME OF THE WORK: PRE, MID AND POST AWARENESS CAMPAIGN
SURVEY ON PCRA's MASS MEDIA CAMPAIGN..****TENDER NO. PCRA/EC/NIT/08-09/T-08**

	Sample size (Minimum 5000 per round of survey)	Minimum coverage of 24 Towns and 72 Villages covering all over India (Regions, States and population strata)	Total cost exclusive of service tax
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Pre campaign survey			
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TOTAL			

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7. Total Cost means including every thing except Service tax, which will be paid extra, as applicable.
8. Each Column is to be filled .NO Column to be left blank.

(STAMP AND SIGNATURE OF TENDERER)