



BHARAT PETROLEUM CORPORATION LIMITED
General Manager (Gas), New Delhi
ECE House, 28- A, KG Marg,
New Delhi - 110001
TEL NO: 011-23766114

NOTICE INVITING E-TENDER FOR FEASIBILITY STUDY FOR CITY GAS DISTRIBUTION PROJECT FOR BHOPAL DISTRICT & EMPANELMENT OF TECHNICALLY QUALIFIED CONSULTANTS FOR SUCH ASSIGNMENTS IN FUTURE

TENDER CRFQ NO. 1000256044

Published on: 23.04.2016

Tender Name	Notice inviting e-tender for feasibility study for city gas distribution project for Bhopal district & empanelment of technically qualified consultants for such assignments in future
Pre Bid meeting	26.04.2016 at 11:00 Hrs at the address given above
Last date / time for submission of tender bids:	02.05.2016 at 13:00 Hrs at the address given above
Un Priced bid Opening on	02.05.2016 at 15:00 Hrs - at the address given above (Subject to change).
Price bid Opening on	04.05.2016 at 11:30 hrs (subject to change)
Period of Contract:	25 days from Issue of Lol + Option for extension on sole discretion of BPCL
Earnest Money Deposit (EMD)	Rs.2,00,000/- (Rupees Two Lakh Only) Payable by DD in favour of BPCL, New Delhi



BHARAT PETROLEUM CORPORATION LIMITED
General Manager (Gas), New Delhi
ECE House, 28- A KG Marg,
New Delhi - 110001
TEL NO: 0120-2474146; 2474369. FAX NO. 0120-2474380

NOTICE INVITING E-TENDER FOR FEASIBILITY STUDY FOR CITY GAS DISTRIBUTION PROJECT FOR BHOPAL DISTRICT & EMPANELMENT OF TECHNICALLY QUALIFIED CONSULTANTS FOR SUCH ASSIGNMENTS IN FUTURE

Published on: 23/04/2016

E-bids are invited from applicants for preparing **Detailed Feasibility Report and business plan for City Gas Distribution project.**

- 1) Applicants are invited to submit their offer for the subject tender. Documents are to be submitted in two parts as follows:
 - a) Un Priced Bid (**Online & Physical Submission**)
 - b) Price Bid (**Online submission only**)
- 2) Please visit our website **<https://bpcleproc.in>** for participating in the tender and submit your bid online.
- 3) Additionally, it is mandatory for the tenderers to submit the **following documents** in physical form (off-line documents) in a sealed envelope **in the Tender Box at the above address before tender closing date & time:-**

Serial No	Particulars	Particulars
1	Covering Letter on the original letterhead of the bidder	To be provided by Bidder
2	Powers of Attorney for the Authorized Signatory	To be provided by

		Bidder
3	Stamped and signed copy of BPCL Tender document	To be provided by Bidder
4	Work Scheduling and Staffing with Phasing of Activities, Timelines and Milestones with detailed bar charts including details of measurable milestones	To be provided by Bidder
5	EMD of Rs. 2, 00,000/- by way of Demand Draft for each GA	As per tender clause no 7 on page no 15
6	All Documents with regards to the Qualifying Criteria mentioned in Annexure II.	Refer Documents required in Annexure II & Annexure III. Bidders are advised to Read Annexure II carefully
7	No Deviation Confirmation	Attachment no: 1
8	Details of relationship with BPCL director as per format	Attachment no: 2
9	Declaration A,B & C by Tenderer	Attachment no: 3
10	Photocopy of all the Un Priced Bid Documents from serial no. 1 to 8	To be provided by bidder

All the Documents have to be signed and stamped by the authorized signatory.

- 4) The submission of online bid as well as submission of above physical documents shall be up to 13:00 hrs on **02.05.2016**. Bids submitted after the due date and time of closing of tender and / or not submitted in the prescribed format shall be rejected. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site and/or other documents to be submitted in physical form due to postal delay etc. No claims on this account shall be entertained.
- 5) Price Bid (to be submitted **online**) shall be opened only for those tenderers who have submitted the Earnest Money Deposit (EMD) and who qualify the criteria given in Annexure II. All the Documents except the priced bid are required to be submitted online as well as in physical form. Tenderer should offer their bids for all the items in the e-bid, failing which their commercial offer is liable to be rejected.

- 6) The Technical Bid (un Priced Bid) will be opened on **02.05.2016 at 15:00 Hrs** (Subject to Change in date & time) and the Priced Bid would be opened on **04.05.2016 at 15:00 hrs** (subject to change in date & time)
- 7) The online portion of the tender shall have to be submitted through the e-procurement system on **<https://bpacleproc.in>**
- 8) The submission of tender is allowed only through the e-procurement system on <https://bpacleproc.in>. However, as mentioned documents pertaining to un-priced bids have to be submitted offline (hard copy) as well.
- 9) For any Corrigendum / Addendum to this tender, if any, bidders are advised to check our e-procurement website <https://bpacleproc.in> from time to time
- 10) As a **pre-requisite for participation in the tender**, tenderers are required to obtain a valid **Digital Signature Certificate of Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operation under the Root Certifying Authority of India (RCIA) Controller of Certifying Authorities (CCA). **The cost of obtaining such Digital Signature Certificate shall be borne by the tenderer.** In case any tenderer so desires, he may contact our e-procurement service provider - M/s. E-Procurement Technologies Ltd (ETL) Mumbai (contact details given on <https://bpacleproc.in> under contact us section). Also **Mr. Anjani** (anjani@abcprocure.com, 8826712566, 0120-2474951 from ETL) at BPCL Regional office Noida can be contacted for any assistance during the EOI submission process.
- 11) Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - a. Tenderers are advised to log on to the website (<https://bpacleproc.in>) and arrange to register themselves at the earliest.
 - b. The system time that will be displayed on e-procurement (e-bid) web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- 12) **Tenderers are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the tenderer intends to change /revise the bid already entered, they may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.**
- 13) Tenderers submitting / uploading the on-line tender documents thru' digitally signed certificates shall be construed as their complete agreement with the terms & conditions and that they have fully understood the tender documents.

- 14) Bids / Offers shall not be permitted in e-procurement (e-bid) system after the due date and time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- 15) **Tenderers shall submit price bids only through e-bidding and no physical documents with respect to price bids should be submitted.** In case tenderer submits such physical documents for price bids, the same shall not be considered.
- 16) Tenderers who get qualified in the technical bid (Un priced bid) will get automatically get empanelled for undertaking similar assignments in future.
- 17) **BPCL reserves the right to withdraw or cancel this tender at any stage even after opening the Priced Bids at its sole discretion and without assigning any reason whatsoever and in which case, the bidder shall have no right whatsoever to either claim for the award of the tender or seek reimbursement of any costs. The deposit for Earnest Money shall be refunded in full in such a case. In this regard, bidders' may please note the provisions in clause no. 7.2 of the bid terms & conditions.**

Yours faithfully,

For BHARAT PETROLEUM CORPN. LTD.,

NOTICE INVITING E-TENDER FOR FEASIBILITY STUDY FOR CITY GAS DISTRIBUTION PROJECT FOR BHOPAL DISTRICT & EMPANELMENT OF TECHNICALLY QUALIFIED CONSULTANTS FOR SUCH ASSIGNMENTS IN FUTURE

1.0 INTRODUCTION

Bharat Petroleum Corporation Ltd. (BPCL) is considering to empanel consultants for undertaking city gas distribution assignments and also bidding for development of City Gas Distribution Network (reference PNGRB bid notification no. PNGRB/CGD/BID/7/2016-1 dated 31.03.2016 hosted on PNGRB website www.pngrb.gov.in)

BPCL invites all the eligible applicants to participate in this e-tender for preparing Detailed Feasibility Report and business plan for City Gas Distribution project.

This tender document is for the purpose of:-

- i) Inviting e-bids for preparing Detailed Feasibility Report and business plan for City Gas Distribution project for the Bhopal district.**
- ii) Empanelment of technically qualified consultants for similar assignments in future. Such applicants who are technically qualified after the evaluation of Un Priced bid will get empanelled.**

1.1 TENDER DOCUMENTS:

1) As a pre-requisite for participation in the tender, tenderers are required to obtain a valid Digital Signature Certificate of Class IIB and above as per Indian IT Act from the licensed Certifying Authorities operation under the Root Certifying Authority of India (RCIA) Controller of Certifying Authorities (CCA). The cost of obtaining such Digital Certificate shall be borne by the tenderer.

2) The tenderers having valid Digital Signature Certificate and Login ID can download the tender from the website (<https://bpclproc.in>). The downloaded documents once read carefully have to be uploaded by the tenderer under their Login ID duly certified with Digital Signature Certificate, in token of acceptance of all tender terms and conditions there-in.

3) The submission of Priced Bid is allowed only through the e-procurement system on <https://bpclproc.in> and submission of un priced bid is to be done on the e-procurement system and physically as well

2.0 Geographical Area (GA)

BPCL is considering bidding for the **Bhopal District** Geographical Area

3.0 Objective

The objective of this Tender Enquiry is to engage the consultant (s) for preparing the Feasibility Report for CGDN project in the GAs mentioned in Clause 2. An illustrative list of the tasks to be undertaken by the consultants in a time bound manner for preparation of FR is as follows:-

- a) Finding out relevant latest census figures of the notified GAs and estimate the same for each year of the project life say 25 (Twenty five) years.
- b) Collection of geographical, demographic and economic data for the said Geographical Areas (GAs) & Charge Areas (CAs).
- c) Collection of primary and secondary data on energy type, classification and application in the said GA & CA's.
- d) Identify the potential natural gas demand and estimate realizable demand for natural gas in said GAs and CAs for various segments of consumers for each year of the project life.
- e) Estimate capital expenditure (CAPEX) and operating expenditure (OPEX) for each year of the project life considering the estimated realizable demand.
- f) Prepare year wise bill of materials and services required for the said configured CGDNs in GA including operating cost formulation.
- g) Competition Analysis, study of natural gas availability, pipeline connectivity and emerging technologies in energy sector having impact on marketing in the CGDN.
- h) Derive financial viability of each of the said CGDNs in terms of Net Present Value (NPV) and formulate relationship of the aforesaid project parameters with PNGRB's bid evaluation criteria.
- i) Bids documentation preparation, checking, validation & Computation of bids as per PNGRB requirement for submission to ensure that bid does not rejected on technical ground by PNGRB.

4.0 Reference: All tasks referred to this Tender Enquiry are to confirm to all the regulations notified by PNGRB in relation to CGDNs including amendments, change in regulations, guidelines and pre-bid clarifications.

5.0 Scope of Work:

The Consultant would carry out the following tasks as part of the contract awarded to fulfill the above objectives in relation to preparation of FR for each of the said GAs conforming to PNGRB regulations:-

5.1 GAS SOURCING & PIPELINE CONNECTIVITY TO GAs:-

- a) Identify potential sources (time horizon, quantity, price, location and supplier) of natural gas to feed the requirement of individual CGDNs covered in the LOI.
- b) Study the transmission pipeline connectivity to the GA considering transmission pipelines under construction, otherwise coming up, under commissioning or already existing – indicating likely date of commissioning of the said transmission pipelines.
- c) Evaluate and establish the transmission route and tariff that BPCL has to pay to bring required natural gas from potential sourcing locations through these transmission lines to respective GA/ CAs, indicating tariff - basic and taxes/ duties.

5.2 MARKETING SURVEY AND DEMAND ASSESSMENT:

The Consultant shall establish present natural gas demand as well as the potential, emerging and realizable natural gas demand in GA & its CAs and forecast the annual growth of the same for each type of natural gas demand. For this purpose, the Consultant shall carryout among others the following:-

- a) Market survey to establish present primary and secondary energy demand potential in domestic, commercial, transport and industrial segments of GA.
- b) Visit major consumers and do the survey through questionnaire in each segment in a GA/ CA for constructing demand database.
- c) Further segregation of each type of fuel used to produce various products/ services by industrial and commercial establishments shall be carried out.
- d) Workout potential demand of natural gas in each segment as replacement to existing fuels and nascent demands i.e. demand to be promoted by availability of gas in the area. Annual demand of each segment of natural gas on the basis of authentic annual and compounded annual growth rates (CAGR) in the concerned GAs and CAs for the project life shall be projected. Basis of choosing a particular annual growth rate/ CAGR shall be established.
- e) The consultant shall do the Demand Assessment for natural gas use as distributed power solution for running chiller and air conditioning loads for offices, hotels, malls & multiplexes and gas based power to large builder societies. Consultants shall also calculate the deliverable cost of power on a netback basis considering the cost of alternative diesel based power generation. The consultant would advise on fixed investments in micro CHP and open cycle gas turbines running on gas at a cost lower to the purchased power.

- f) Collection of raw data, deriving final data for demand forecasting and forecasting methodology shall be part of FR. Statistically significant sample size shall be used while projecting demands. Design suitable survey formats and present the results of the surveys as annexure to the main FR body. The statistical confidence level of such forecasts shall be at least 90%.
- g) Projected Demand to be consistent with the Master Plan of GAs prepared by the local authorities e.g. Municipality, Urban or Rural Development Organizations, State/ Central Development Agencies etc.
- h) Establish demand of natural gas in domestic segment in Gas using most recent Census data and project the same to derive future demand, also considering among others development plans of the area, migration potential etc.
- i) Identify major industrial areas, industrial parks, Special Economic Zones (SEZs) development or industrial corridors (DOICs), commercial zones, office/ administrative blocks, bazaars, aerodromes, railways/bus stations, malls/ plazas, housing estates and any major energy consuming areas in a GA. Estimated present fuel consumption (type wise) as also potential natural gas demand as replacing fuel for each of such areas shall be indicated. All assumptions related to projecting potential demand and captured demand would be tabulated.
- j) Identify and tabulate the anchor loads with respect to GA and project their natural gas requirement in each year of the project life meticulously. Anchor loads shall in particular, be identified for commercial, industrial, transport sectors and cluster of domestic consumers in a locality or CA.
- k) Indicate separately the demand and consumer details having demand upto 10000 SCMD, from 10,000 SCMD up to 50,000 SCMD, above 50,000 SCMD and up to 1,00,000 SCMD and beyond 1,00,000 SCMD of natural gas for each segment in GA. Consultant should prepare different lists for each categories specified here in clause 5.2.K
- l) Realistically estimate different types of vehicles operating in GA indicating type of vehicle, average daily Km. run for each type, number of state and other major road and water transporters with their depot or harboring locations, passing through/ intercity/ inter-island vehicles, location of fuel retail outlets of oil marketing companies and other details relevant to estimate CNG demand in transport sector. Also estimate the propensity to change over to CNG from liquid fuels in GA. Any other potential demand of CNG should also be envisaged by the consultant.
- m) Impact of any notification of the Judiciary, Central/ State Govt or Local body for any mandatory conversion of vehicles to CNG as fuel or setting up of planned MRTs or

development of national/ state highways etc. on demand of CNG in a particular GA shall also be analyzed and tabulated.

- n) The demand estimate and market survey data would also cover natural gas demand for water heating, space heating, air conditioning, waste heat recovery system and steam/ power generation in malls/airports, portable power generating sets, including those coming up in future.
- o) All findings of the market survey and demand estimates for GA separately, shall be suitably tabulated and also projected on a map in hard copy (A0 and A3 size) and soft copy in distinctive color codes. Plan for Market Survey and demand estimation shall be first discussed and approved from the project in charge (PIC) of BPCL before adopting the framework of research methodology, going ahead on the same and adopting in the FR. The questionnaire for collecting primary data shall get similarly approved by BPCL before actual use.
- p) It would be the responsibility of the Consultant to collect all primary and secondary data, doing market survey, attendant documentation, arranging and using forecasting, estimation tools and software. BPCL may not be able to provide any data or assistance for this. Any information/ data sourced from BPCL have to be independently validated by the Consultant. The Consultant can employ reputed market survey agencies with prior permission of BPCL in writing. But relevance, authenticity and correctness of the survey and conducting the same appropriately and legally conforming time limits shall be the sole responsibility of the Consultant.

5.3 FIELD ENGINEERING SURVEY AND DESIGN OF CGDN:

The primary objective is to configure the CGDn in the best possible optimal manner to finally derive realistic Capex and Opex numbers and resource deployment plan during the project life. Redundancy of equipment and supply e.g. ring-mains, reliability of equipment and services, health, safety, security and environment (HSSE) issues would be clearly spelled out with cost effective solutions. Special attention is to be given to the water-bodies in the GA and consultants shall appropriately in technical, commercial and HSSE term shall address all issues.

- a) Physical survey of GAs and each CA therein, routing and other engineering details of the feeder line from the transmission pipeline to the City Gate Station (CGS). Consultant shall identify and locate nearest gas transmission or spur pipeline, evaluate potential tap off points, select minimum two alternative tap off points, do reconnaissance survey for high pressure pipeline to CGS and to CNG station network. At least two routes from each tap off point to CGS would be evaluated.

- b) Location, capacity and other design & engineering specifications of Pressure Regulating Station, District Regulation Stations, Metering & Regulating Stations, routing, design and engineering details of CGDN and optimize the same covering all segments of customers and demand categories, design the CNG distribution network including online stations, mother stations, daughter / booster stations, mobile cascades, standalone CNG stations and those in retail outlets of oil marketing companies. Earmark GA into Developmental Zones in respect of proposed CGDN. Design CGDN in such a way that it reaches all CAs or wards in the area applied for authorization, through pipeline of adequate size to meet the demand of the consumers in these CAs or wards. Identifying & design the systems based on high pressure, medium pressure and low pressure levels. Details of odorization are to be furnished. Schematic diagram and sketch showing facilities proposed is included in this scope of work. Land requirement to set up the facilities, estimation of proposed ROU/ROW would also be considered and described.
- c) Schematics of material, capacity, diameter, thickness, pressure, temperature ratings, spread and configuration of network, route, corrosion protection arrangements, CGS, natural gas source, tap-off points, main block valves, isolation valves, emergency shutdown valves, odorization facilities, metering arrangements, CNG Stations, instrumentation, control and communication systems, HSSE measures shall be broadly designed, specified and brought out in the FRs.
- d) It is to be noted however, that the basic purpose of design is to estimate the Capex and Opex besides fulfilling the requirement of the regulations of PNGRB and not for procurement of materials or services and construction of the facilities. The specification of materials and services shall be limited to achieve this end.
- e) Network sizing and optimization shall be done using Gas Works or other similar software and computer design run indicating flow, pressure and temperature data among others would be submitted.
- f) GIS or other soft-maps for the GA with details upto the municipality ward level roads shall be procured by consultant. These maps shall confirm GA maps notified by PNGRB. These maps shall be extendable without sacrificing precision and clarity through the aforesaid network.

On these maps layout of the CGDN detailing of the pipelines both MDPE and steel, CGS, DRS, CNG stations, SDVs, SVs and PRS etc., industrial and commercial establishment, housing estate, water bodies, oil retail outlets, petroleum depots, LPG bottling plants, power plants and other major consumers shall be indicated.

Such maps shall be revised on the basis of BPCL comments and after incorporation of said comments, these maps shall form part of FR. Such maps with soft copies shall be the property of BPCL.

- g) Schematics of each of the sub-units e.g. tap off from transmission pipeline, pressure regulating stations, city gate stations, district regulating stations, service and metering stations of various piped natural gas consumers, odorization system, various type of CNG compressor stations, CNG dispensing setups for various type of vehicles with fast and slow filling, mobile cascade tube trailer filling and evacuating, pipeline, etc. considered for estimating Capex and Opex of the respective CGDN shall be developed and submitted. Layout plan of the network and spread of the same would also be furnished.

5.4 ESTIMATION OF CAPITAL AND OPERATING EXPENDITURE:

Complete bill of materials, quantity, unit rates for each item, utilities, transportation, communication and services etc. shall be estimated and tabulated so as to work out realistic capital and operating costs. The same should represent current market prices. Applicable tax, duties local levies etc. shall also be brought out.

Proposed organizational set up and manpower / services / utilities, spare parts / consumables, maintenance and operations management requirements shall be clearly brought out in FR.

Any subsidy, exemption, deferment or waiver of any statutory levy or taxes of State or Central Govt. etc. if applicable for the project are to be clearly mentioned in the respective FR.

5.5 DEVELOPMENT PLAN AND SCHEDULES:

Working out project implementation plan and time schedule, Work Break Down structure and Project Mile Stones, Bar Charts, phasing of capital expenditure. Complete CGDN project duration shall be 25 (twenty five) years divided into phases of 1 (one) year each. Plans shall be worked out including projected dates of phase wise commencement of operations and details of activities. Targets associated with the completion of the project shall be indicated.

5.6 BUSINESS PLAN & FINANCIAL VIABILITY:

- a) Scope and objectives of business plan shall be enumerated precisely bringing out developing various project facilities. Relevant business parameters shall be identified and how they are being addressed in the respective FRs shall be indicated. Net sales price to different segments of customers and effect of taxes & duties and margins expected are to be worked out and indicated. Consultant shall

derive and suggest number of domestic, industrial and commercial connections, inch-Km carbon-steel pipeline, compression charge for CNG and network tariff on yearly basis conforming to PNGRB's relevant regulations. Preparation of financial viability of the project and financial analysis is covered in the scope of work. The internal rate of Return & NPV of the project, including Equity IRR & NPV, Financial Ratios including Debt Service Coverage Ratio, Estimated P&L a/c., balance sheet, Cash flows, Working Capital requirements etc. of the proposed CGDN entity shall come under the scope of work of the Consultant.

- b) Developing Financial Model in MS Excel with formula linkages incorporating estimated natural gas demand, Capex, Opex, Prices and all other FR parameters. The said model would be developed logically with complete formula linkages in place throughout for easy comprehension. Actual structure of the said model has to be approved by PIC. Soft copies of financial model with formula linkages are to be submitted each time to PIC and during presentations / discussions and are important deliverables even at the stage of draft report submission.

5.7 SENSITIVITY AND IMPACT ANALYSIS:

Clearly enumerate the assumptions made on the estimates, financial analysis, work out and report the effect of variation of critical parameters, individually and in combination on the overall financial viability and indices thereof e.g. IRR (project and equity), ROI, Payback Period and PV etc. The computation table for the same should be such that the sensitivity can be independently worked out. Microsoft Excel Worksheet with all sheets properly linked format, in both hard and soft copies shall be submitted.

5.8 MODULARITY:

All data shall be tabulated in a modular manner, precisely narrating the assumptions including conversion factors. Financial analysis would be done in such a way that PV calculation as per PNGRB's bid evaluation method based on all the four criteria are fully linked with data and computations. All computations and quantitative worked-out shall be submitted in a structured Microsoft Excel Worksheet with all sheets properly linked format, in both hard and soft copies.

5.9 TECHNICAL & SAFETY STANDARDS:

Consultant shall conform to all relevant HSSE and engineering standards during engineering broadly specifying materials, construction, operation and maintenance practices. All such standards shall satisfy requirements of PNGRB. Consultant shall list out such critical and important standards in the FR. To the extent possible

all materials and services of a particular category to be limited to three types/ sizes/ capacity etc., as the case may be.

5.10 SUB CONTRACTING:

Consultants shall carry out the detailed feasibility report including financial analysis on its own or can outsource the activities of demand estimation and/ or field engineering survey and/ or CGDN design to only reputed agencies with prior written approval from BPCL. However the overall responsibility for execution of complete job including providing of explanation or justifications would solely rest on the consultant.

5.11 ROLE SENSITIVITY: In the course of carrying out the various tasks under the scope of work, the Consultant shall be sensitive to BPCL's status in the industry and its brand image to the consumers. As such all interaction with any third party by the Consultant shall be very carefully planned and executed including attire, demeanor and other public relation activities of field personnel engaged by the Consultant.

5.12 SUBMISSION OF FR: Consultant shall furnish three identical sets of draft versions of hardcopy and one softcopy with all texts, maps, and drawings in Acrobat pdf / MS Word format for all the GAs separately. All computations, tables etc. shall also be furnished by the consultant in linked MS-Excel for approval by BPCL. After incorporation of comments suggested by BPCL, three set of hard copies of the final FRs properly bound in a presentable fashion shall be furnished to BPCL. Softcopies of the same would be in CDROMs.

Consultant shall make audio-visual presentations to BPCL on the progress of the jobs undertaken as a part of the scope of work and one complete presentation on FR.

Confidentiality shall be maintained by the Consultant in carrying out any and all tasks covered in the scope of work including all communications with BPCL with regards to assignment of job, the progress and its conclusion etc. Communications through e-mails maintaining said confidentiality is permitted. However, payment and commercial transactions shall be carried out through hard copies under confidence. All hard copies are to be sent by reliable courier agencies and / or by Speed Post.

5.13 BID ADVISORY SERVICES: Consultants have to ensure proper Bid Documentation preparation, checking, validation & computation of bids as per PNGRB requirement for submission to ensure that bid does not get rejected on technical ground.

6.0 SCOPE OF SUPPLY:-

- 6.1 All manpower, GIS/ Soft Maps, services, utilities, transportation, consumables, boarding and lodging out of pocket expenses, site visits, meeting venue and expenses liaisoing and incidental expenses supervision and any other item or expenses required for completing the tasks shall be borne by the Consultant except for BPCL employees' travel, site visit, boarding, lodging etc.
- 6.2 The basic purpose of preparing these FRs is to ensure BPCL's readiness to participate in the bidding process of PNGRB. As such, the Consultant must be ready to interact with PNGRB and all other required agencies and authorities proactively and on their own to obtain all necessary information, documents standards, norms and guidelines etc. to make all the deliverables of this contract good enough and sufficient to meet the said targets in time, while adhering all terms and conditions of this TE including those on confidentiality.
- 6.3 Immediately on issue of Letter of Intent (LOI), Consultant shall procure in Consultant's own name an application cum bid document form from the PNGRB in strict confidence, in respect of the GAs for which LOI was issued, without divulging the name of BPCL and furnish the same to BPCL but in no case after 3 (three) working days of issue of LOI or 3 (three) working days from sale of bid document by PNGRB in case the sales of bid document not commenced by PNGRB at the time Lol is issued.
- 6.4 In case of amendments in regulations or any guidelines are introduced by PNGRB which is related to subject bid round before the date of submission of Bid for the said GA, the consultant has to make appropriate changes in the Feasibility report including change in demand, design, financial model, etc even in case the final report is submitted by consultants.

7.0 BID BOND/ EARNEST MONEY DEPOSIT (EMD):

- 7.1 Bid shall accompany an account payee demand draft (DD) of Rs.2,00,000/- (Rupees Two lakh only) payable to M/s Bharat Petroleum Corporation Ltd on any scheduled bank (other than a co-operative bank) in India approved by Reserve Bank of India, payable at New Delhi towards interest free bid-bond/ EMD. Validity of bid bonds/EMD shall be minimum three months. **Tender documents received without EMD shall be rejected.**
- 7.2 In case of BPCL informing the bidder to extend the validity period, the bidder should be agreeable to replace the said DD with another valid DD of the same amount within seven days of issuing such request by BPCL. Any non compliance to the same may lead to forfeiture of the bid bond/ EMD. The said bid bond/ EMD instrument would be returned to unsuccessful bidders. The bid bond/ EMD with

respect to successful bidder (s) would be returned by BPCL once the Consultant furnishes performance bank guarantee (PBG) of requisite amount. Bid bond/ EMD would be invoked by BPCL if any bidder wants to withdraw from the bidding process after opening of price bids or does not intend to accept the Contract or does not submit PBG within stipulated period.

- 7.3 Before the acceptance of LOI, if the bidder(s) is awarded work for this assignment from any other client and if such bidder(s) informs the same to BPCL in writing with proof, then the bid bond of such bidder(s) would be returned. In case the bidder does not accept the LOI or refuses to take the assignment for any other reason(s) then the EMD is liable to be forfeited.

8.0 BID SUBMISSION:

- 8.1 The bidder should download the tender document from e-procurement system on <https://bpcleproc.in> and after carefully reading the same should be uploaded under his/her login ID, as token of acceptance of all terms & conditions therein.
- 8.2 The bid must be submitted by the bidders in their own name. It should contain the name of the Company/ firm/ organization to which the tender document is addressed. The tender document is not transferable. Bids received from the bidders, which do not have all the details mentioned in this document will not be considered. The change in the Company's name will not disqualify the bidder from quoting but they have to submit the necessary supporting document(s). If there is a change in constitution or ownership of the bidder's company/ firm/ organization then it is the bidder's responsibility to immediately inform BPCL. BPCL in this case reserves the right to reject the bid at its sole discretion.
- 8.3 The offer/ quotation should contain all the documents relevant for the submission of bid. After the due date and time, documents of pure technical nature and having no financial bearing or major changes in the technical specifications, may be accepted. However, all the documents related to the qualifying criteria mentioned in Annexure II must be sent (in hard copy) and uploaded (online submission) failing which the applicant may get rejected. It is to be noted that price bid of such applicants may not be opened. Any bidder shall not have the right to claim for the contract/ purchase order after BPCL has issued them the tender or evaluated the offer/ quotations submitted by them.
- 8.4 All the bid documents including the priced bids have to be submitted **online** @ <https://bpcleproc.in>
- 8.5 All the bid documents except the priced bids have to be submitted **in physical form** (Refer Point no 3 of page 2 of tender document).

8.6 Tenderers /Consultant need to submit the bid documents online & in Physical form, as follows:

Un-Priced Bid Documents:

(Un-priced bids include all the documents other than the Price bid and they have to be submitted on-line and in physical form)

Un-priced Document shall **contain original and one copy** of UN-PRICED DOCUMENT complete with all details with Bid Form & Price Schedule identical to **Annexure 1** with, Prices blanked out. The original and copy of un-priced document shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelope duly superscripted with Bid Document No., Item Details, Bid due date & time etc. and on it "UN-PRICED DOCUMENT - DO NOT OPEN" should be written clearly. The envelope shall also indicate the name and address of the bidder.

The details to be submitted shall include the following:

- a) Covering letter on the original letterhead of the bidder
- b) Power of Attorney for the authorized signatories
- c) Work Scheduling and Staffing with Phasing of Activities, Timelines and Milestones with detailed bar charts including details of measurable milestones
- d) Stamped and signed copy of BPCL Tender Enquiry
- e) Documents with regards to the Qualifying Criteria (Refer Documents required in Annexure II & Annexure III)
- f) No Deviation Confirmation (Attachment no 1)
- g) Details of relationship with BPCL directors as per format (Attachment no 2)
- h) Declaration A,B & C by tenderer (Attachment no 3)
- i) Bid Bond/EMD as mentioned in Clause 7 of this Document.
- j) Photo copy of all the documents

All the above un-priced documents are also required to be submitted online along with Price Bid

Priced Bid: It is the price to be quoted by the bidders which is to be submitted only online through e-bidding

- a) Bidder shall submit price bids **online** only by e-bidding through e-procurement system on <https://bpclproc.in> under their login ID only.
- b) Price to be quoted by bidder shall be lump sum price for the complete assignment.
- c) **No physical document with respect to Price Bids should be submitted.** In case tenderer submits such physical documents for Price Bids, the same shall not be considered.
- d) Priced Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates given in the Bid Document as per **Annexure 1 (To be filled online)**

e) No responsibility will be taken by BPCL for any delay due to connectivity and availability of website.

8.7 **Un Priced Bid Document envelope** should be put in a one tamperproof covering super-scribed as “Un Priced Bid Document” and marked as follows:

- a) Name of bidder
- b) Name of Tender and Geographical area as mentioned in tender document
- c) Tender Title: Tender for preparation of feasibility report on CGDN
- d) Date of Submission of Bid

8.8 The covering letter should be on the original letterhead of the bidder duly signed, and stamped by authorized persons.

8.9 **Un Priced Bid Documents envelope** should reach the address mentioned below on or before the due date and time of submission of bid.

General Manager (Gas)
Bharat Petroleum Corp Ltd
ECE House, 28-A KG Marg
New Delhi- 110 001

8.10 Bids received after the due date and time of submission will not be considered as valid. BPCL is not responsible for any delay due to connectivity, availability of website, courier or postal delays or loss of documents. Bids received in the form of e-mails or fax will not be acceptable. The offer/ quotation bid will be valid for a period of 3 months from the due date of submission of bid. If any extension in due date of submission of bid, the period of 3 months will be counted from that extended date.

8.11 BPCL reserves the right to reject any bid or cancel the tender at any stage without assigning any reason.

8.12 Bids shall be accepted at the above address between 10:00 am to 4:30 pm on weekdays (Monday to Friday) barring non- working holidays.

8.13 Validity of the bids would be three months from the last date of submission of the bid subject to extension with same terms and conditions of original bid.

8.14 Any deviation from the requirements of this tender enquiry may lead to rejection of the bid. ‘No Deviation Certificate’ has to be furnished as per Attachment no 1.

8.15 A pre-bid meeting for all bidders shall be held at Bharat Petroleum Corp. Ltd. ECE House, 28-A, KG Marg New Delhi starting at 11:00 am on 26.04.2016 - You are requested to refer to the clarifications given in the pre-bid

conference during the last bidding. **Bidders can send their representatives to the pre-bid meeting or they can seek clarifications by an e-mail marked to z_bpclng@bharatpetroleum.in.** Clarifications obtained will be uploaded in the e-procurement system website.

- 8.16 **The price bid will be opened only through the e- procurement system on <https://bpclproc.in>**

9.0 AWARD OF CONTRACT:

- 9.1 Mere participating in bid process would not entitle any bidder for award of the contract to such bidder.
- 9.2 Work will be awarded on the basis of lowest quote received from bidders. Quotes for tender shall be evaluated on lumpsum basis.
- 9.3 The successful bidder shall give a declaration that he has not undertaken/ will not undertake any job e.g. preparation of FR, market survey or demand assessment, bid advisory services or any other aspect/ component stand alone or in combination basis, of FR specified in this Tender Enquiry document or providing bid advisory services to any entity for the Geographical Area mentioned in this tender document. Consultant cannot submit quotation against this tender enquiry document if it plans to participate on its own or in association with any their party (ies), in the corresponding geographical area for which consultant is bidding. This should also be affirmed clearly through a statement.
- 9.4 In case any of the declaration mentioned above is found to be false afterward, the consultant would be deemed to be guilty of violation of contract.

10.0 TIME PERIOD & PLANNING:

- 10.1 The whole work assignment shall be completed by the Consultant within 25 days (Twenty five days) of the date of issue of LOI (i.e. e-mail or FAX or letter of intent) on the contract (Award of Contract) issued by BPCL. The Consultant is required to submit acceptance of the same in writing within one day of issue of LOI and also to execute the agreement with BPCL as per the format which would be provided to successful bidder. No further extension would be allowed for accepting the LOI and executing the agreement.
- 10.2 Within three working days of Award of Contract, the Consultant shall furnish details of single point contact (SPC) of the consultant who would act as the overall coordinator and manger for the project from the Consultant's side.

- 10.3 The Consultant shall within seven days of Award of Contract, submit to PIC: Deputy Manager (Gas), ECE HOUSE, 28-A, KG Marg, Connaught Place, New Delhi 110 001. Ph (011) 23322825, a bar chart giving activity list and duration of each of the above tasks and highlighting the milestones corresponding to the completion of tasks appearing in the Scope of Work. The same shall be periodically reviewed and updated by the Consultant and submitted to PIC for approval.
- 10.4 The Consultant shall meticulously plan each task and regularly inform PIC on the progress of each task. There shall be weekly review meetings between the Consultant and BPCL wherein Consultant shall make detail presentation on the status of each task and item. Suggestions of BPCL shall be followed, implemented and incorporated by the Consultant in progress of the actual work.
- 10.5 Venue of the meetings shall be BPCL's office at Delhi or the office of the Consultant, as decided by PIC. Apart from these regular review meetings, the Consultant shall depute its SPC/ project in charge/ project team to meet PIC at least six times during the contract period or as often as required in Delhi office of BPCL as required by PIC. As regards any time, data or period approved by PIC, time shall be of essence for strict adherence by the Consultant. To the extent possible, all works under the scope of work shall be carried out concurrently by the Consultant. Consultant shall be ready to undertake all assigned tasks on round the clock basis

11.0 PAYMENT:

Payment against the invoice shall be released to the consultant in the manner prescribed below:

- 11.1 On submission of draft report, financial model & substantive deliverables to PIC for approval: 50% of the total value of contract.
- 11.2 On completing the entire contract as stipulated and submission of final documentation including the financial model approved by PIC: 50% of the total contract value.

All taxes and duties (except service tax mentioned in contract), stamp duties, octroi, levies etc., applicable on the contract shall be borne by the Consultant. Income tax at applicable rates shall be deducted at source from each payment made to the Consultant by BPCL.

All decisions of PIC on all matters of technical, commercial and financial nature would be final.

12.0 PERFORMANCE BANK GUARANTEE:-

The Consultant within 7 working days of issue of LOI, shall submit to BPCL a Performance Bank Guarantee (PBG) of 10% of the total value of contract drawn on any nationalized bank payable at New Delhi with validity of 6 (six) calendar months from the date of scheduled completion of the contract.

If PBG is not submitted within the stipulated period, the contract may be terminated and Bid Bond invoked by BPCL without assigning any further reason. In such cases, BPCL shall be free to award the contract to some other party without notice to the bidder.

On successful completion of the work assignment, the Performance Bank Guarantee shall be returned.

13.0 LIQUIDITY DAMAGES:-

Time is the essence of the Contract. In case the bidder fails to complete the work within the scheduled time period, the bidder shall pay BPCL by way of compensation for delay and not as penalty a sum @ 0.5% of the value of the contract per complete week of delay subject to maximum of 5% of the total contract value. The bidders agree that this is a genuine pre-estimate of the loss / damage which will be suffered by BPCL on account of delay/ breach on the part of the bidder and the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay/ breach. The decision of BPCL in regard to the actual delay shall be final and binding on the bidder.

14.0 OTHER TERMS & CONDITIONS:-**14.1 CONFIDENTIALITY:-**

- a) All information and other material supplied to or received by the Consultant from BPCL this contract or those transacted between BPCL & the Consultant in connection with making this contract, even prior to the date of award of this contract and any information concerning the business transactions covered in this contract, shall be kept confidential by the Consultant unless or required to be disclosed under any law for the time being in force in India of prior permission in writing is obtained from BPCL.
- b) The Consultant shall indemnify and keep indemnified safe, harmless, and defended BPCL from and against and any loss or damage that may be suffered or incurred by BPCL as a result of any disclosure of any confidential

information unless compelled under the aforementioned circumstances, by the Consultant its employees or its dealers/ agents.

- c) The confidentiality obligations contained in this Clause shall survive 5 (five) years after the termination of this contract.

(To be submitted online only by e-bidding)**ANNEXURE I****SCHEDULE OF RATES****NAME OF THE WORK: PREPARATION OF DETAILED FEASIBILITY REPORT & BUSINESS PLAN**

S. No.	Description	Lump sum (Rs.)	
		Figures	Words
1	Lump sum Price exclusive of service tax for preparation of Detailed feasibility Report And Business Plan for Bhopal District		
2	*Service tax @ 14%		
3	**Swachh bharat cess @ 0.5%		
4	Total Price Quoted for GA of Bhopal District inclusive of all taxes		

DATE:

SIGNATURE OF BIDDER:

PLACE:

NAME OF THE BIDDER:
ADDRESS:

- a) (*) Taxes would be applied at the rate applicable at the time of making payments.
- b) Evaluation will be carried out after loading applicable Service tax on the Lump-sum price quoted above.

Annexure II**1. Qualifying Criteria for appointment:-**

Applicants have to fulfill criteria given below (criterion 1.1, 1.2 & 1.3 individually under this Annexure II) and are required to submit the documents against each qualifying criteria:-

1.1 Number of completed assignments during last 3 financial years (FY 2013-2014, 2014- 2015, 2015-2016) should be at least 3. Completed assignment should be in the following areas:-

- i) City Gas Distribution Network, and/ or
- ii) Natural gas or petroleum product pipeline

The assignments should include the following three activities on a combined basis:-

- I. Demand estimation
- II. Field engineering survey, design & cost estimation
- III. Detailed Feasibility Report including Financial Analysis

Notes:-

- a. Completion of an assignment means that the consultant has assumed overall responsibility of completion of the all the above three activities of the assignment.
- b. Activities i) & ii) mentioned above could have been outsourced by the applicant but the activity iii) should have necessarily been undertaken by the applicant in-house. In case activity iii) has been outsourced by the applicant, the assignment will not be considered for evaluation.
- c. In case of outsourcing of activity i) and/ or ii), only those assignments for which consultant had taken the overall responsibility of completion of the assignment would be considered for evaluation.
- d. If an applicant has taken an assignment prior to FY 2013-2014, that is prior to 1st April, 2013 but has completed the assignment between 1st April 2013 and 31st March, 2016 (both dates inclusive) which is to be established by the relevant proof, then this assignment(s) would be considered for evaluation.

1.2 Value of completed assignments (which has the same meaning as explained in Criterion 1) during last 3 years on a cumulative basis (FY 2013-2014, 2014-2015, 2015-2016) should be at least Rs. 42.25 lakhs.

With regards to criterion 1.1 & 1.2 above, the bidder shall submit a copy of Work Order and Completion Certificate and also a Chartered Accountant certificate in the format given in Annexure III.

1.3 Applicant should be a company registered under Company's Act 2013. Registration certificate of the company has to be provided in this regard.

1.4 Applicant should not be an entity, including its associate, which is

- a) Laying, Building or Operating any city gas distribution network; or
- b) Had participated in any of the bid rounds for CGD Network conducted by the PNGRB; or
- c) Had applied to the PNGRB for grant of an authorization for laying, building, operating of a CGD Network directly or through its Associates.

This needs to be certified by the authorized signatory of the Company in an Affidavit on the Company's letter head. This declaration shall be verifiable from the records & database of the PNGRB and any false statement would lead to rejection of the applicant for award of the tender as well as from the empanelment.

“Associate” means a company as defined under the Companies Act 2013

2. Other Terms & Conditions

- i. Consultant shall allow BPCL to check with its clients to assess the veracity of claim of experience and also to inspect the tools proposed to be used by the consultant. The consultants should furnish further details on fulfilling qualifying criteria should BPCL ask for the same any time during pendency of this empanelment.
- ii. Consultants whose Un Priced bids document are found to fulfill all the criteria mentioned would also get empanelled for such assignments in future. If any time during the validity of this empanelment, it is found that the consultant has misrepresented or hidden facts on qualifying criteria, or if there is any change in the status of the consultant, thereby, not fulfilling the qualifying criteria anymore, consultant's empanelment would be terminated.
- iii. Empanelment of the consultants does not guarantee any award of assignment / contract.

Annexure III

(The applicant shall provide certificate from their Chartered Accountant on letter head of the CA firm for the number and value of assignments, duly signed and sealed as per the format provided herein.)

CHARTERED ACCOUNTANTS CERTIFICATE FOR NUMBER AND VALUE OF ASSIGNMENT

This is to certify that M/s. _____ has done _____ number of assignments in the financial years 2013-14, 2014-15, 2015-16 (till 31st March 2016) cumulatively and the value of these assignments cumulatively is Rs _____ Lakh. It is further certified that these assignments are from the areas of City Gas Distribution Network and/ or natural gas or petroleum product pipeline and they include activities of :-

- i) Demand estimation
- ii) Field engineering survey, design & cost estimation
- iii) Detailed Feasibility Report including Financial Analysis

In these assignments M/s _____ has assumed overall responsibility of completion of the all the activities of the assignment. In respect of each of these assignments, activity iii), i.e., Detailed Feasibility Report including Financial Analysis, was NOT outsourced to any other sub-contractor/ entity and in case the activities i) and ii) were outsourced, the entire responsibility of completion of all the three activities of the assignment was taken up by M/s _____.

Enclosures:

1. copy of work order
2. completion certificate in support of above criteria.

Date:

For (Name of Accounting Firm)

Place:

Name of Partner

Seal of the Firm:

Chartered Accountant

Membership Number

NO DEVIATION CONFIRMATION

To,

General Manager, Gas
Bharat Petroleum Corp. Ltd.
1st Floor, ECE House,
28-A, KG Marg
New Delhi- 110001

Dear Sir,

We understand that any deviation/ exception in any form may result in rejection of bid submitted by us to BPCL against tender enquiry No. Tender No.dtd.....

In view of the above, we certify that we have not taken any deviation/ exception anywhere in the bid submitted by us and we agree that if any deviation/ exception is considered or noticed afterward our bid may be rejected summarily without given any reason.

Name and signature of bidder's authorized signatory

Date

Place

Office Seal

Attachment: 2

DETAILS OF RELATIONSHIP WITH BPCL DIRECTORS

1. Name of the Company responding to the tender:
2. Address of: (a) Registered Office: (b) Principal office:
3. State whether the Company is a Pvt. Ltd. Co. or Public Co. or Co-operative Society.
4. Names of Directors of the Company/Co-operative Society
5. State whether any of the Director of the Tenderer/Company is a Director of BPCL: Yes/No
6. If answer is 'Yes' to Sr. No.5, state the name(s) of the BPCL's Director.
7. State whether any of the Director of the Tenderer Company is related to any of the Directors of BPCL: Yes/No
8. If 'Yes' to (7) state the name(s) of BPCL's Director & the concerned Director's (of the tenderer Co.) relationship with him/her.

*Strike out whichever is not applicable.

**DATE / PLACE
TENDERER:**

SIGNATURE OF

Declaration by Tenderer

DECLARATION 'A'

We declare that we have complied with and have not violated any clause of the standard Agreement

Place: Signature & Seal

Date:

DECLARATION 'B'

We declare that we do not have any employee who is related to any officer of the Corporation / Central / State Government

OR

We have the following employees working with us who are near relatives of the officers of the Corporation / Central / State Government.

Name of the employee; Name & designation of the officer of the Corporation /Central / State Government:

1. _____
2. _____
3. _____
4. _____

Place: Signature & Seal

Date:

Strike off whichever is not applicable

.

DECLARATION 'C'

The Tenderer is required to state whether he is a relative of any Director of our Corporation or the tenderer is a firm in which Director of our Corporation or his relative is a partner or is any other partner of such a firm or alternatively the Tenderer is a private company in which Director of our Corporation is member or Director, (the list of relative(s) for this purpose is given overleaf)

Place: Signature & Seal

Date:

N.B: Strike off whichever is not applicable. If the Contractor employs any person subsequent to signing the above declaration and the employee so appointed happen to be near relatives of the Officer of the Corporation/Central/State Government, the Contractor should submit another declaration furnishing the names of such employees who is/are related to the Officer/s of the Corporation/Central/State Government.
(Pl refer to the enclosed list of relatives)

LIST OF RELATIVES

A person shall be deemed to be a relative of another, if any and only if, i) He / She / They are members of Hindu Undivided family or ii) He / She / They are Husband & Wife or iii) The one is related to the other in the manner indicated below.

1. Father
2. Mother (including Step Mother)
3. Son (including Step Son)
4. Son's Wife
5. Daughter (including Step Daughter)
6. Father's Father
7. Father's Mother
8. Mother's Mother
9. Mother's Father
10. Son's Son
11. Son Son's Wife
12. Son's Daughter
13. Son's Daughter's Husband
14. Daughter's Husband
15. Daughter's Son
16. Daughter's Son's Wife
17. Daughter's Daughter
18. Daughter's Daughter's Husband
19. Brother (including Step Brother)
20. Brother's Wife.
21. Sister (including Step Sister)
22. Sister's Husband