

**NOTICE INVITING TENDER (NIT)
FOR
PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR SETTING UP
FIVE (05) NOS. EMERGENCY RESPONSE CENTRES**



BHARAT PETROLEUM CORPORATION LIMITED- **COORDINATOR
ON BEHALF OF IOCL, HPCL, BPCL, ONGC & GAIL**

Tender no: CRFQ: 1000267543

Tender Closing Date: 22/11/2016, 15:00 hrs

**Notice Inviting Tender (NIT): PROJECT MANAGEMENT CONSULTANCY (PMC)
SERVICES FOR SETTING UP FIVE (05) NOS. EMERGENCY RESPONSE CENTRES**

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1.0 INTRODUCTION

MB Lal Committee investigating the Jaipur Fire Incident has recommended to set up Emergency Response Centres (ERC) with specialized resources to handle large oil fires. The committee has recommended 22 nos. ERC stations across India to cater any disaster. In the first phase, M/s Bharat Petroleum Corporation Limited (BPCL/ Client) on behalf of Oil Marketing Companies (OMCs/ Owners/ Facility Owners) namely M/s Indian Oil Corporation Limited (IOCL), M/s Hindustan Petroleum Corporation Limited (HPCL), M/s Bharat Petroleum Corporation Limited, M/s Oil and Natural Gas Corporation (ONGC) and M/s GAIL (India) Limited (GAIL) intends to set up 5 nos. ERC at Jaipur, Vizag, Manmad, Hazira and Guna, respectively.

These locations have been selected based on existence of cluster of oil and gas installations and terminals in the nearby areas to these locations. Each ERC shall cater to facilities within the range of 300 Kms.

Facility Owner Company	ERC LOCATION	LOCATIONS TO BE COVERED
BPCL	MANMAD	MANMAD, NASIK, AHMEDNAGAR, AURANGABAD, DHULE, JALGOAN, MUMBAI ,PUNE, UNITS OF ONGC & GAIL
HPCL	VIZAG	VIZAG, RAJAMUNDHRY, KAKINADA, AND UNITS OF ONGC AND GAIL
IOCL	JAIPUR	JAIPUR, AJMER, KOTA, UDAIPUR, BHARATPUR, JODHPUR, BIKANER, CHITTORGARH, REWARI & DELHI UNITS OF ONGC AND GAIL
ONGC	HAZIRA	HAZIRA, BARODA, GANDHAR, AHMEDABAD, SABARMATI, BAREJA, HARYALA , SANAND, ANKLESHWAR, SIDHPUR, UNITS OF ONGC & GAIL
GAIL	VIJAIPUR (GUNA DIST)	GUNA, BHOPAL, INDORE, JHANSI, ITARSI, GWALIOR, BINA, JHANSI, PEETHAMPUR, JABALPUR, UJJAIN, RATLAM AND VARIOUS UNITS OF ONGC AND GAIL NEARBY

In this regard, a meeting was held between all the above 5 companies lead by BPCL, being the coordinator for oil Industry and M/s Engineers India Limited (Bidder) on 14th July, 2016. During the meeting the facilities required at ERC along with the proposed Execution Methodology were discussed. Further it was decided that the tender would be floated on the behalf of Industry by BPCL . for carrying out "Project Management Consultancy (PMC) services for setting up 5 nos. Emergency Response Centers (ERCs)" as per the following sections.

2.0 PROJECT BRIEF/ FACILITIES

The Emergency Response Centers (ERCs) shall have the following facilities:

2.1 Infrastructure Facilities

- a. Control Room
- b. Parking bays for vehicles
- c. Office rooms, Record room, Change rooms.
- d. Warehouse
- e. Overhead and Underground Tanks.
- f. Boundary Wall and fencing
- g. Sub-station
- h. Communication system with redundancy.
- i. Portable equipment and rescue stores
- j. Fire training ground facility inclusive of live fire fighting
- k. Accommodation for crew Canteen
- l. Occupation Health Centre
- m. Training hall for 50 persons
- n. Maintenance & Repair shed
- o. Any other facility required for Operation / Maintenance during project execution.

2.2 Major Equipment's/ Systems as per ERC

List of Equipment for ERC (suitable for 79 m. dia. full surface tank fire)		
S. No.	Equipment	Quantity (Nos.)
1.	Set of 2 Nos. Hydraulic Submersible pumps of 750 m ³ /hr. (@3.5 kg/cm ²) discharge capacity each with diesel engine driven hydraulic power unit (Imported) Or Hydraulic Submersible pumps of 1500 m ³ /hr. (@3.5 kg/cm ²) discharge capacity each with diesel engine driven hydraulic power unit (Imported)	3
2.	Diesel engine driven Booster pump with inlet & outlet connection couplings with discharge capacity 1500 m ³ /hr. (@ 12 kg/ cm ²) mounted on a skid (Imported)	5
3.	Hose laying and Retrieval Skid for 14 nos. of 200mtr. 12 inch hose with hose ramps (Imported) along with pickup truck chassis.	4
4.	12 inch dia. 200mtr. length Rubber / TPU lined flexible hose (12 kg / cm ² pressure rating) with storz/LHDC couplings (Imported)	56
5.	Hose laying and Retrieval Skid for 05 nos. of 100 (50 mtr X 2) 12 inch hose with hose ramps (Imported) along with	2

	pickup truck chassis.	
6.	12 inch dia. 50 mtr. length Rubber / TPU lined flexible hose (12 kg / cm ² pressure rating) with storz/LHDC couplings (Imported)	20
7.	Foam monitor of 2400 m ³ /hr. @ 7.0 kg/cm ² / 2800 m ³ /hr. @ 10.0 kg/cm ² discharge capacity along with 8 Nos. of 15 mtr. 4 inch hose with storz/LHDC coupling for foam induction.	2
8.	Connection hardware, manifold, adaptors, couplings, etc.	1 set
9.	Foam Tender fitted with 8000 GPM Foam Monitor + 12000 Ltr. Foam Tank + Proportionating system (Imported)	1
10.	Foam Pumper fitted with 6000 GPM Foam Monitor + 8000 Ltr. Foam tank + 6000 GPM water pump + Proportionating system (Imported)	1
11.	15 m. height Aerial Foam Tender fitted with 4000 GPM Foam Monitor + 4000 GPM water pump + 4000 ltrs. Foam tank + Proportionating system (Imported)	1
12.	4000 GPM 3D Monitor (water, foam, DCP) along with 1000 kg DCP Vessel, nitrogen expellant, connected piping, water inlet manifold, JRCP, 4 Nos. of 15 mtr. 100 mm hose with storz coupling mounted on skid.	2
13.	Rescue cum Communication Equipment Vehicle(List of Tools attached)	1
14.	Foam trailers of 16 KL capacity	2
15.	AR-AFF Foam 1% / 1%	70000 ltrs
16.	Monnex brand Dry Chemical Powder	3000 Kg.
17.	Hook Lift Crane for loading / unloading of suitable capacity	1
18.	LPG Rescue / Response vehicle consisting of pump, compressor, hoses, flare equipment, protective equipment etc.	1
19.	Long chassis trailer with 25 tons payload capacity for transportation of monitor, hose, pump skid, etc.	5

(The above list is only an indicative list of equipment, however Bidder to check suitability of equipment on basis of calculation of GPM & Pressure and document the basis of calculation and may add item suitably if required).

3.0 SCOPE OF SERVICES:

Bidder's Scope of services under this proposal shall be as follows subject to 'Exclusions from Bidder's Scope of Services' and "Support system by Client' as listed at Sections 5.0 & 6.0 of this proposal, respectively.

3.1 Lumpsum Basis:

The PMC services to be provided on lumpsum basis are as follows:

- a) Carry out basic engineering for the system. Battery limit of Bidder's scope shall be up to and inclusive of connection with Manifold in respective installations. Constructions of the manifold and connection with existing Fire Fighting facilities within their installations will be done by respective Industry members.
- b) Framing the specifications of equipments.
- c) Pre-project activities i.e. preparing tenders for soil investigation, contour survey and site grading (separate for each location), approach road, compound wall etc., depending on location.
- d) Preparation of Plot plan (separate for each location).
- e) Preparation of layout for plant and non-plant building (separate for each location).
- f) Electrical system design and power requirement (separate for each location).
- g) Finalization of Vendor list in consultation with Oil Industry.
- h) Project Cost Estimate(s) for obtaining necessary Management Approval(s).
- i) Preparation of combined LSTK tender for all five ERCs including operations for 10 Years along with techno-commercial BQC with separate parts.
- j) Bid Evaluation and Techno-commercial recommendation.
- k) Post-Award Engineering Services which includes Datasheets approval, QAP approval, Approval of design calculations, drawings approval for all required discipline of engineering, Design philosophy preparation and approval. Approval of execution drawings for all discipline of engineering and design calculations furnished by LSTK vendor and any other document approval required for ERC by LSTK vendor.
- l) Project Management & Monthly review meetings (scope shall include time and cost control apart from project progress). Monthly progress shall be prepared by Bidder for all the companies and shall be sent to Client's Coordinator for onward distribution to respective OMC. Monthly progress meeting shall be organized by Bidder at New Delhi/ Gurgaon or any other mutually agreed location.
- m) Inspection & expediting services within India.
- n) Construction supervision services until Mechanical Completion of the ERCs.
- o) Provide assistance during pre-commissioning, commissioning and star-up of the ERCs.
- p) Publishing / press advertisement in leading national and international newspapers. Draft clearance of press advertisement shall be done by BPCL on behalf of Industry.

3.2 Per-diem Rate Reimbursable Basis:

The services to be provided on per-diem rate reimbursable basis are as follows:

- a) All Overseas visits by Bidder company personnel including traveling, boarding inspection & expediting, etc complete.
- b) Any additional services beyond the project scope & scope of services mentioned at Section 2.0 & Section 3.1 above.

4.0 EXECUTION METHODOLOGY

The following Execution Methodology shall be followed by bidder to execute this assignment:

For each location one tender shall be prepared for soil investigation, contour survey and site grading. Bidder shall provide necessary procurement assistance until submission of award recommendation to Client for engagement of agency(s) by Client/ Owners. Further, bidder shall co-ordinate with the selected agency (s) during performance of their services and obtain reports for review & approval and also bidder shall certify their invoice(s) for releasing payments by Owners / Client to the concerned agencies.

One LSTK tender shall be prepared for all five locations and floated on ICB (International Competitive Bidding) basis for execution of all Infrastructure and procurement of all equipments at all ERCs including journey management study and operation & maintenance of these facilities for 10 years. Operation & Maintenance (O&M) details for each location will be detailed out with Client's Project Manager in presence of respective facility Owner Company.

The selected LSTK Contractor shall do the residual basic engineering, and detailed engineering, Procurement of materials, Inspection, expediting, Construction, Pre-commissioning & Commissioning and Performance guarantee test run of the project to the satisfaction of Client and subsequently selected LSTK contractor shall provide O&M services for successful operation for a period of 10 years.

Vendor List shall be included for major equipments based on bidder vendor list. Wherever bidder vendor list is not available qualification criteria shall be included.

Bidder shall submit the tendering procedure to Client for review & approval. However General Conditions of Contract (GCC) with special Conditions of Contract (SCC) shall be included in the tender applicable to all five Facility Owners which shall be prepared by us (BPCL), the coordinating company & forwarded to bidder.

Bidder will prepare Technical and commercial part of the tender and float on behalf of the Client. Bidder scope shall include preparation of the LSTK tender, float the same on behalf of OMCs / Owners, evaluate the bids, submit techno-commercial recommendation and then award of contract will be right of respective oil company. The technical evaluation shall be done by bidder and bidder shall take approval from OMC, before opening of price bid.

Award recommendation shall be given to Client for award of Contract. Separate draft DLOA and Contract document shall be prepared by bidder for each Facility Owner and submitted to Client's Project Manager.

Further, for smooth operation of the Contract, upon issuance of separate award letters to bidder by the individual OMC's for their respective facilities, Client will designate its representative (Client's Project Manager) for single point co-ordination with bidder and the person will have the full authority to discuss & decide in all aspects related to execution of this Project. Further, after award of LSTK Contract each Facility Owner Company shall appoint a Project Manager for Co-ordination with bidder & Contractor. However, Bidder shall raise invoices to Individual oil companies, for releasing its milestones and other payments. Further, bidder shall submit its proposed Head Office and Site Organization Chart during the kick-off meeting.

5.0 EXCLUSIONS FROM BIDDER'S SCOPE OF SERVICES

The following are specifically excluded from Bidder's Scope of services under this proposal:

- 5.1** Any adequacy check/ study(s) of utilities, power, water, etc. for connecting the facilities with existing plant/ facilities.
- 5.2** Feasibility check and/or any other studies including environmental studies such as EIA, RRA, EMP, QRA, ERDMP, HAZOP, etc. However, in case Client/ Owners desires these services can be provided by bidder upon specific written request and the corresponding lumpsum fees & time schedule shall be discussed & mutually agreed upon.
- 5.3** Liaisoning & obtaining of any statutory approvals required from Central/ State Govt. / Other bodies/agencies, as required. However, any technical assistance / information as required by Statutory Authorities will be provided by bidder to clients.
- 5.4** Any services beyond plant commissioning including O&M Services as bidder's scope is limited to engagement of Agency/ Contractor for O&M Services.
- 5.5** Any other services not specifically mentioned in Section 2.0 & Section 3.0 above.

6.0 SUPPORT SYSTEM BY CLIENT

In conjunction with the services to be performed by bidder, Client shall provide following, , free of cost to bidder:

- 6.1 Arrangement of Land for ERC.
- 6.2 Arranging all required statutory approvals for setting up the ERC.
- 6.3 Furnish GCC to be included in the LSTK tender & other Agency tenders.
- 6.4 Arrangement of Power and Water supply at Battery Limit of ERC.
- 6.5 Identification, feasibility check & information of perennial water source available nearest to the respective marketing installations where ERC has to be covered.
- 6.6 Permissions from Local / Municipal / State / Central Govt. Authorities for utilizing water from identified water bodies.
- 6.7 Road permits for movable equipment's.
- 6.8 Upon award, Client shall nominate an executive/officer (Client's Project Manager) for single point co-ordination with bidder related to project execution.

7.0 TIME SCHEDULE

- 7.1 The time schedule for the completion of job as per Scope of Services as mentioned at Section 2.0 & Section 3.0 of this proposal shall be Twenty Four (24) months from the Zero Date.

However, bidder should put his best efforts to reduce the completion schedule including working extended hours at HO & Site. Further, to accelerate the progress wherever possible we may consider for allowing the bidder to work on Sunday/ Holidays, without any extra cost to Client, for the agreed scope of work and terms & conditions. However the permission to work on Holidays /Sundays purely depends on the approval to work from the Location In-charge of the particular oil company.

The tentative bar chart schedule for major activities is enclosed as ***Annexure-I*** to this Proposal.

Zero Date shall be the latest of the following:

- a) Date of receipt of LOI / FOI and Letter of Award (LOA). LOA / LOI will be placed by the respective oil companies (BPCL, GAIL, HPCL, IOCL, ONGC) against this tender.
- b) Date of receipt of all data/ document/ design information/ drawings, etc. required to start bidder's Scope of Services as mentioned at Section 2.0 & Section 3.0
- c) Date of receipt of GCC to be attached along with Tender(s).

8.0 BIDDER'S REMUNERATION

Please refer the Schedule of Rates (SOR) enclosed as ***Annexure-II***

9.0 TERMS OF PAYMENT

9.1 The lumpsum fee shall be payable as per the following Payment Milestones:

- 5% of the lumpsum fee shall be payable on completion of kick-off meeting and first visit to each site.
- 10% of the lumpsum fee shall be payable on preparation of tender for soil investigation, contour survey and site grading.
- 5% of the lumpsum fee shall payable on submission of Techno-Commercial recommendation of the soil investigation and site grading tender.
- 25% of the lumpsum fee shall be payable on preparation of LSTK Tender Document.
- 10% of the lumpsum fee shall be payable on submission of Techno-Commercial recommendation of the LSTK Tender.
- 40% of the lumpsum fee shall be payable based on Percentage progress as per WBS (WORK BREAKDOWN STRUCTURE) during LSTK Tender execution at site.
- 3% of the lumpsum fee shall be payable on Mechanical Completion of Project.
- 2% of the lumpsum fee shall be payable on Commissioning of the Project. However, in case of commissioning of the plant gets delayed, beyond 6 months after mechanical completion, reasons not attributable to bidder, the milestone payment of commissioning shall be released to bidder upon submission of Bank Guarantee of equivalent amount.

9.2 Any other reimbursable payments including per-diem rates under this contract shall be payable on monthly invoicing basis, to be billed in the subsequent month in which the expenditure has been incurred and man-days has been expended.

9.3 All payments to bidder shall be made by NEFT only.

9.4 Successful bidder will submit bills after completion / acceptance of job / items as detailed above and the payment will be released within 30 days. All necessary duties / taxes, applicable which need to be deducted at source will be deducted from the bill (excluding Service Tax), before payment is released. The Consultant / bidder shall have no claim for any interest or any other compensation with respect to delay in payment of interim or final bills or in respect of any amounts, which may be with client owing to any dispute between client and bidder

9.5 Service tax and cess shall be payable extra along with the taxable amount as per the above payment terms on the basis of invoice. The invoice shall bear the Service Tax Registration No. and Rate of Service Tax.

10.0 CONDITIONS OF CONTRACT

10.1 Warranties

The bidder shall warrant that the services as specified and described under Section 2.0 & 'Section 3.0 – Scope of Services', and the technical documents to be developed shall be in accordance with sound and established engineering practices, using the applicable Standards, Codes and Regulations, for the purpose specified, free from defects and suitable for respective intended uses.

10.2 Liquidated Damages for Delay

The LD and relevant terms and conditions will be governed by item no. 22 of the GCC of the tender enclosed as **Annexure.III**

10.3 Performance security deposit/Retention money:

The *Performance bank guarantee (PBG)* is required to be submitted by the bidder to the Individual oil companies after issuance of LOI and before signing of agreement. The *Performance security deposit / Retention money* and relevant terms and conditions will be governed by item no. 18 of the GCC of the tender enclosed as **Annexure.III**.

10.4 General Terms and Conditions

General Terms and Conditions of the tender will be governed as contained in **Annexure.III** For this tender, all the places where "CONTRACTOR" is written may be read as "CONSULTANT". As a token of acceptance, kindly download GCC, take print out of acknowledgement, sign the document along with company stamp, and upload the document.

10.5 Agreement:

Successful Tenderer shall have to execute Individual /separate Agreement with OMC's in the format enclosed in GCC for the respective facilities.

10.6 Mutual Non disclosure Agreement:

Successful Tenderer shall have to execute a mutual nondisclosure Agreement with BPCL in the format enclosed herewith as **Annexure. IV**. As a token of acceptance, kindly select (I AGREE)

10.7 Integrity pact Agreement:

To be executed on plain paper between BPCL and the Bidder / contractor / consultant as applicable, in the format enclosed herewith. As a token of acceptance, kindly select (I AGREE)

10.7.1 Bidder shall also have to essentially sign an **Integrity Pact (IP)** for participating in this tender, as per the proforma contained herein. The salient points to be noted in regard to IP are:

10.7.2 Proforma of **Integrity Pact** has been uploaded as **Annexure V** of tender documents. Bidder shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory as specified below and witnessed. Thereafter, that copy should be scanned and uploaded by bidder along with other bid documents. Bidder's failure to upload the IP duly signed along with the bid document shall result in the bid not being considered for further evaluation.

10.7.3 If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Bidder, Price reduction amount by forfeiting the EMD / Performance Guarantee as per provisions of the Integrity Pact.

10.7.4 If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity pact, BPCL shall be entitled to demand and recover from contractor, Price reduction amount by forfeiting the Performance Guarantee amount as per provisions of the Integrity Pact.

10.8 Consequential Damages

Bidder shall not be responsible for any consequential, direct or indirect losses and damages such as loss of use or revenue, products or profits.

10.9 Limitation of BIDDER's Liability

The overall limit of PMC CONSULTANT's liability under this contract for all guarantees, warranties, liquidated damages of whatsoever nature, whether expressed or implied shall be limited to five percent (5%) of the lump-sum fee (for each location) effectively received by bidder, provided that no such liability shall lie beyond Defect Liability Period of this Contract.

10.10 Defect Liability Period

Defect Liability Period for services to be provided by bidder under this Contract shall be six (06) months from the date of Completion of bidder's services.

10.11 Termination

Client may at any time terminate the contract by giving 30 days notice without assigning any reasons. In case of termination of the contract for any reasons; bidder shall be compensated for the services performed upto the date of Termination.

10.12 Force Majeure

10.12.1 Any delay in or failure of performance by either party to this contract, shall not constitute default hereunder or give rise to any claims for damages/ compensation against said party if and to the extent caused by matters beyond the control of said party, including, but not limited to, acts of God, general strikes or other concerned acts of workmen, lockouts, fires, floods, explosions,

riots, war (declared or undeclared), rebellion, sabotage, extra ordinary severe weather and civil commotion.

10.12.2 Both parties shall keep a record of circumstances referred to above which are responsible for causing delays in the execution of the services and shall give notice to the other party of any such cause as soon as it occurs. An event of Force Majeure where so ever it occurs, provided it affects either party in fulfilling its obligations under this contract, will justify the affected party's claim of Force Majeure. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for one month, the parties shall consult with each other regarding the future execution of the contract and if no satisfactory solution is arrived at between the parties within a period of two months, either party shall have the right to terminate this contract.

10.13 Arbitration

10.13.1 In case of disputes between Consultant & BPCL, the matter will be referred to arbitration. The relevant terms & conditions shall be governed by item no. 91 (GCC) & 19 (memorandum of Agreement) "Arbitration", vide page 30 & 36 of GCC document enclosed as *Annexure.III*.

10.13.2 The services under this contract shall be continued during the arbitration proceedings, unless otherwise agreed in writing by parties or unless it is proved that the services cannot possibly be continued during the arbitration proceedings.

10.14 Governing Law & Jurisdiction

This contract shall be governed by and construed according to the laws in force in India. The parties hereto hereby agree to submit to the jurisdiction of the Courts situated at Mumbai for the purposes of actions and proceeding arising out of contract and the Courts at Mumbai only will have the jurisdiction to hear and decide each actions and proceedings. The Governing Law & Jurisdiction and relevant terms and conditions will be governed by item no. 92 (GCC) & **20 (memorandum of Agreement)** of **GCC document enclosed as Annexure.III**

10.15 Bidder's proposal and Client's acceptance to the same shall together constitute the binding contract between Client & bidder. In case Client wishes to include / modify any clause/ condition, the same may be communicated to bidder prior to award of work, for our review and consideration for financial implication, accordingly.

11. Documents to be uploaded / accepted, kindly select: YES /I AGREE:

- NIT (Accept)
- Time schedule (Accept)
- General Conditions of Tender (Sign, Stamp & Upload)
- Mutual Nondisclosure Agreement (Accept)
- Integrity pact Agreement (Sign, Stamp & Upload)
- Price bid (SOR) Accept (Submit the quote online)
