

**CENTRAL PROCUREMENT ORGANISATION  
(MKTG.)  
BHARAT PETROLEUM CORPORATION LIMITED**

**‘A’ INSTALLATION, SEWREE FORT ROAD  
SEWREE (E), MUMBAI - 400 015**



**Open tender for**

**Appointment of an agency for carrying out**

**“All India Study on Sectoral Demand of Petrol and Diesel  
being sold from retail outlets of IOCL, BPCL and HPCL”**

**CRFQ NO.:1000270615**

**(E-tender System No:19463)**

**Due Date: 09.02.2017 at 15:00 Hours**

**Bharat Petroleum Corporation Limited  
on behalf of IOCL, HPCL, BPCL and PPAC**

**TENDER FOR APPOINTMENT OF AN AGENCY FOR CARRYING OUT “ALL INDIA STUDY  
ON SECTORAL DEMAND OF PETROL AND DIESEL BEING SOLD FROM RETAIL  
OUTLETS OF IOCL, BPCL AND HPCL”**

**Invitation of Techno-Commercial Bid and Price Bid**

1. More than 80% of the diesel and nearly the entire quantity of petrol are sold through the retail outlets of the oil marketing companies (OMCs). The exact information on sector-wise segment-wise sales of petrol and diesel is not maintained by the dealers operating these retail outlets.
2. In order to estimate the sector-wise/ segment-wise sales of petrol and diesel sold through the retail outlets, Bharat Petroleum Corporation Ltd (BPCL) on behalf of Indian Oil Corporation Ltd (IOCL), Hindustan Petroleum Corporation Ltd (HPCL) and Petroleum Planning & Analysis Cell (PPAC), an attached office of the Ministry of Petroleum & Natural Gas proposes to commission an ALL INDIA STUDY ON SECTORAL DEMAND OF PETROL AND DIESEL BEING SOLD FROM RETAIL OUTLETS OF IOCL, HPCL, AND BPCL.
3. BPCL invites you to submit your offer in a two-part bid for **Appointment of an agency for carrying out “All India Study on Sectoral Demand of Petrol and Diesel being sold from retail outlets of IOCL, BPCL and HPCL** on the terms and conditions contained in this tender document.
4. This is an e-tender. Please visit the website <https://bpcleproc.in> for participating in this tender process and submitting your Techno-commercial and Price bids online.
5. The attached tender document consists of the following

**Part A: Techno-Commercial Bid (other than Price Bid).**

- |  |                  |
|--|------------------|
| a) Terms of reference                              | (Annexure-I)     |
| b) Bid Qualification Criteria                      | (Annexure-II)    |
| c) Technical Data Sheet and forms                  | (Annexure-III)   |
| d) Terms and Conditions of Contract                | (Annexure-IV)    |
| e) General Instructions to bidders for E-Tendering | (Annexure-V)     |
| f) Performa of Integrity Pact                      | (Annexure-VI)    |
| g) Proforma of Performance bank Guarantee          | (Annexure -VII)  |
| h) Techno-commercial terms and other information   | (Annexure -VIII) |
| i) Declaration                                     | (Annexure -IX)   |
| j) Draft Survey Questionnaire                      | (Annexure -X)    |

Information pertaining to Techno-commercial details and other Information & Relationship with Directors shall have to be submitted online.

The bidders shall also be in a position to produce further information as and when required by BPCL.

**Part B: Price Bid**

Bidders have to submit Price Bids online as per the proforma given in tender document.

Bidders shall also have to essentially sign an **Integrity Pact (IP)** for participating in this tender, as per the proforma mentioned in point (5 f) above. The salient points to be noted in regard to IP are:

Proforma of Integrity Pact shall be uploaded by the Tenderer along with the bid documents duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed.

6. All the tender documents and Annexures, Techno-commercial details and Other Information & Price Bids shall be required to be digitally signed with a class IIB or above digital signature by the authorized signatory. The authorized signatory shall be:
  - a) Proprietor in case of proprietary concern.
  - b) Authorized partner in case of partnership firm.
  - c) Director, in case of a limited Company, duly authorized by its board of directors to sign.

If for any reason, the proprietor or the authorized partner or director as the case may be, are unable to digitally sign the document, the said document should be digitally signed by the constituted attorney having full authority to sign the tender document and a scanned copy of such authority letter as also the power of attorney (duly signed in the presence of a Notary public) should be uploaded with the tender.

7. Online submission of the tender under the digital signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions
8. **EMD: EMD of Rs.1,00,000/- (Rs. One Lakh only)** is required to be submitted if applicable in physical form (by the way of crossed A/c Payee demand draft drawn on any Nationalised or scheduled bank in favour of M/s Bharat Petroleum Corporation Ltd. and payable at Mumbai) at our office in a sealed cover addressed to Procurement Leader (Group 4), with following boldly super-scribed on the outer cover
  - CRFQ number
  - Item
  - Closing date/Time
  - Name of the tenderer

It should be dropped in the tender box or sent by Registered Post/Courier to the following address so as to reach on or before the due date & time of the tender:

**Central Procurement Organization (CPO),  
'A' Installation, Sewree Fort Road,  
Sewree, Mumbai-400015**

BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc. Bid received without the physical copy of EMD on or before the due date if applicable is liable to be rejected.

**EXEMPTION FROM EARNEST MONEY DEPOSIT:**

Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises

Vendor has to upload the necessary documents as mentioned above to claim exemption for Earnest Money Deposit.

9. **Pre-bid meeting for the tender will be held on 24.01.2017, commencing at 15.00 Hrs. IST at the following address.**

**Central Procurement Organization (CPO),  
A-Installation, Sewree Fort Road,  
Sewree, Mumbai-400015**

**Vendors can start bidding after pre-bid meeting.**

10. Your bid should be submitted online on or before the due date i.e. **09.02.2017, 15.00 Hrs.**
11. The bidders who are currently on Holiday List of BPCL, IOCL, HPCL will not be considered.
12. Information provided in this tender document to the Bidders is on a wide range of matters, some of which depends upon the interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion in the law expressed herein.
13. BPCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this tender document. BPCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender document.
14. The issue of the tender document does not imply that BPCL is bound to select any Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and BPCL reserves the right to reject all or any of the proposals without assigning any reasons whatsoever. BPCL is also not bound to accept the lowest Bid.
15. If BPCL is unable to evaluate any offer for want of information, such offer will not be considered.
16. BPCL's decision on any matter regarding short listing of bidders shall be final and any applicant shall not enter into any correspondence with BPCL unless asked for.
17. Forming Cartel and quoting rates in groups would disqualify the supplier.
18. Bids submitted after the due date and time as mentioned above, or not in the prescribed format is liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/or other documents to be uploaded online. No claims on this account shall be entertained.
19. Based on the information and documents submitted, the parties who are found to be techno-commercially eligible shall qualify for the next round of the tender viz. price bid.

20. It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
21. For clarifications, if any, please feel free to contact the undersigned on any working day between 10:00 am to 4:00 pm.

Thanking you,

Yours faithfully,

for **BHARAT PETROLEUM CORPORATION LIMITED**

**Anil Ahir**  
**Procurement Leader (Group-IV)**

**ANNEXURE 1- TERMS OF REFERENCE**

**1. Project Background**

Bharat Petroleum Corporation Ltd wishes to engage services of an agency/consultant for carrying out All India Study on Sectoral Demand of Petrol and Diesel being sold from retail outlets of IOCL, BPCL and HPCL.

The agency is expected to carry out a detailed survey based study in about 3,000 retail outlets spread across 20 States and Union Territories (UTs) covering nearly 200 districts to estimate the percentage share of sectors/ segments in petrol and diesel sold through retail outlets on a state-wise and all India basis. The agency is broadly expected to:

Carryout field investigation in the 3,000 identified retail outlets to estimate the percentage share of sectors/ segments in petrol and diesel sold through retail outlets on a state-wise and all India basis on the end-use basis of the fuel such as:

**DIESEL:**

- a. Transport with sub-categories such as Buses, HCVs, LCVs, Taxies & SUVs/ Cars (Personal Vehicles)
- b. Agriculture with sub-categories such as Tractors, Pump Sets, Tillers/ Harvesters/ Thrashers
- c. Power Generation (Gensets) – Residential/ Commercial/ Industrial/ Mobile towers
- d. Industrial Applications other than for power generation
- e. ‘Others’ for what is not included in any of the above categories. The ‘others’ category would have to be defined clearly and subcategorized unambiguously in order to eliminate any confusion and wrong categorization of sectors.

**PETROL:**

- a. Cars
- b. 2-wheelers
- c. 3-wheelers
- d. SUVs
- e. Others

**2. Methodology and Time Frame**

The methodology and work activities of the consultancy consist of three principal activities:

1. Initial consultation, identification of states, districts and retail outlets where the primary survey would be carried out.
2. The study would primarily be conducted at the retail outlets of oil marketing companies (OMCs namely IOCL, BPCL and HPCL). For this purpose, party would properly brief and train the field investigators for collecting the primary data on a questionnaire duly approved by OMCs / PPAC.
3. The above observation study for collecting primary data shall be done for a minimum of seven continuous days for minimum of 12 hours at each retail outlet selected for collecting data. The 12 hours period would include main peak working hours of the concerned outlet and would be decided in consultation with OMCs / PPAC. However, in case of highway outlets, the observation study shall be done on 24 hours basis. The spread of seven days in a given quarter shall also be decided in consultation with OMCs / PPAC.
4. The geographic spread of the study would include all regions and the following 20 states

namely Punjab, Haryana, Rajasthan, Delhi, Himachal Pradesh and Uttar Pradesh in North, West Bengal, Bihar, Jharkhand, Assam and Odisha in East, Maharashtra, Gujarat, Chhattisgarh and Madhya Pradesh in West, and Tamil Nadu, Karnataka, Andhra Pradesh, Telangana and Kerala in South, as these states account for about 91% of all India HSD sales as per 2015-16 provisional sales figures.

5. The study would cover minimum of 200 districts from among the above 20 states to be decided scientifically using sampling technique in consultation with OMCs/PPAC.
6. The study would cover a minimum sample of 3,000 retail outlets chosen scientifically from among above 20 states and 200 districts so as that all categories of markets are adequately represented in the survey such as highway (NH/SH) markets, metros, other urban locations, agriculture belts and rural areas etc. Oil industry categorizes all outlets in terms of market classification such as A, B, C, D & E class of markets. While choosing the retail outlets for observation study party may select the outlets as per this classification in consultation with OMCs / PPAC to ensure coverage of all categories of markets. Full record, including name, addresses, etc. of the retail outlets visited, would be maintained by the party and provided to OMCs /PPAC for verification and audit.
7. The field investigator shall carry out observations on each day of his visit to the retail outlet and match the quantity in his observation sheet with the sales of retail outlet from stock figures during his stay at the outlet.
8. To collect the information of those customers observed at retail outlets taking the fuel in barrels/cans instead of in tanks of their vehicles.
9. The study results of shall be collated and presented to OMCs/PPAC in the form of a hardbound (50 copies) and soft copy report, followed by a presentation. The party shall submit final consolidated results indicating the estimated share of consumption of each sector/category as given under item (1) on Scope of Work. The party shall certify 95% accuracy of the study results. The entire process of field survey, collation of data, preparation / submission of report and presentation to OMCs /PPAC shall be completed within 35 days of the close of the quarter. Party shall also submit monthly progress report of the study.
10. The successful bidder would start the study work within 15 days from the acceptance of work order and complete the entire study with in a period of 14 weeks in all respects including submission of final report.
11. To ensure that the party covers the minimum sample prescribed above, OMCs/PPAC shall put in place a mechanism of verification of actual visit of the enumerator to the retail outlet including signature of the visited dealer among other things.
12. Party is required to conduct study in accordance with methodology prescribed in this document.

The proposed time frame for the submission of draft report is Fourteen Weeks. The work schedule will be as in table below:

## WORK SCHEDULE

Name of Activity	Activity Weeks													
	W 1	W 2	W3	W 4	W 5	W 6	W 7	W8	W9	W1 0	W1 1	W1 2	W1 3	W1 4
<b>Initial consultation</b>														
<b>Identification of retail outlets</b>														
<b>Finalization of survey questionnaire</b>														
<b>Training of enumerators</b>														
<b>Actual field survey</b>														
<b>Collation of data</b>														
<b>Analysis of data</b>														
<b>Submission of draft report</b>														

### 3. Deliverables

Sl. No.	Work	Deliverable Timelines
1.	Submission of draft report (15 hard copies and one soft copy in Word/ PDF)	within 14 weeks
2.	Submission of final report (50 hard copies and one soft copy in Word/ PDF)	within <b>ten days</b> of receiving comments from OMCs/ PPAC in respect of draft report

### 4. Offer Validity

Bidders' proposals must remain valid for 180 days from the due date of submission. During this period, Bidders shall remain maintain the availability of professional staff nominated in the proposal and also the financial proposal unchanged. Should the need arise; however, BPCL may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal; Bidders could submit new staff replacement, which would be considered in the final evaluation for award of the contract.



Bidders who do not agree have the right to refuse to extend the validity of their Proposals. Under such circumstance, BPCL shall not consider such Proposal for evaluation.

## **5. Preparation of Proposal**

- 5.1 In preparing their Proposal, the Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 5.2 Any Technical or Financial Bid submitted cannot be withdrawn/ modified after the closing date and time for submission of the bid offers unless specifically permitted by BPCL. However, the Consultant may modify or withdraw its offer before due date of offer submission.
- 5.3 The Bidder represents and acknowledges to BPCL that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to BPCL. The Bidder also acknowledges that BPCL relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, BPCL expects the Bidder to fulfill all the terms and conditions of this RFP

### **5.4 While preparing the Technical Proposal, Bidders must give particular attention to the following:**

- a) Brief profile of the organization/ firm. The Bidder shall also indicate his/their Permanent account Number (PAN) and Sales Tax/ VAT/ Service Tax Registration number in the price bid format also. In the absence of the same, the tender may be liable to be rejected.
- b) The estimated number of Professional staff months for the Assignment/ job as shown in the Technical Data Sheet. However, the Proposal shall be based on number of Professional staff months or budget estimated by the Bidders. While making the Proposal, the Bidder must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the Proposal shall be considered as non-responsive.

Relevant experience of providing similar survey related assignments including:

- The party should have presence in at least two of the four regions (N/E/W/S);
- Expertise and experience in carrying out all India primary survey involving commercial establishments/ households and at least one should be in the oil and gas industry on a national level;
- Should have experience of preparing analytical reports based on primary survey data

It is expected that Bidders would integrate their team deployment plan along with the overall approach and work plan and propose suitable number of resources required to successfully deliver the project over a period defined in the RFP.

- c) Brief CVs of the Key Personnel who will be engaged for the investment facilitation support: Each Bidder is required to provide CVs of proposed team. The key personnel whose CVs are

provided shall be permanent employees of the bidder and on their payroll and will continue to be engaged and available for the project throughout the duration of the project. Substitution, will, however be permitted with prior written approval of BPCL if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of BPCL.

- d) The following conditions would be applicable with respect to the Key Personnel indicated by the Bidder.
- The Bidder should provide the details of the Key Personnel as prescribed in this RFP. It is mandatory that the Key Personnel proposed be permanent employees on the payroll of the bidding firm and not a sub-consultant.
  - The composition of the proposed team and Task Assignment to individual personnel shall be clearly stated.
  - No such Key Personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR
  - No alternative proposal to any key personnel shall be made and only one CV for each position shall be furnished. However, additional personnel can be proposed to assist the key personnel.
  - Each CV needs to have been recently signed by the Key Personnel and signed by the authorized official of the Firm.
  - The client reserves the right to ask for proof of age and qualification at any stage of the project.
  - No Key Personnel involved should have attained the age of 60 years at the time of submitting the proposal.

e) **Team Composition:**

**Team Leader/ Project Manager/ Project Director (Head of Team)**

To have at-least 10 years of project management experience and expertise in handling primary survey projects. The candidate must have satisfactorily completed all India survey projects.

**Team Members**

**Primary survey expert**

To have at-least 7 years of project management experience in handling primary survey projects with expertise in managing survey teams and completing primary survey.

**Data collation and analysis**

Post graduate in Statistics and having at-least 7 years of data management experience with experience in collation and analysis of primary survey data.

Consultant cannot change the Key Experts as submitted in response to this bid for the entire period of the project, unless there is prior written approval of the Client. For any change request of Key Expert, the substitute has to be an individual with similar/ better experience and qualifications.

- f) A brief description of the Bidder's organization will be provided in Form TECH-1. In the same form, the Bidder will provide details of experience of assignments which are similar to the proposal assignment/ job as per the TOR. For assignment/ job, the outline should indicate the names of Professional staff who participated, nature and duration of the assignment/ job, contract amount, and consultant's involvement. Information should be provided only for those assignment/ jobs for which the Bidder was legally contracted by an Employer as a corporation or as one of the major firm/ entity within a joint venture. Assignment/ jobs completed by individual professional staff working privately or through other consulting consultancy cannot be claimed as the experience of the Bidder, or that if the Bidder's associates, but can be claimed by the

Professional staff themselves in their CVs. Bidders should substantiate the claimed experience along with the proposal along with letter of award/ copy of contract for all the assignments mentioned in the proposal. BPCL reserves the right to seek proof and clarification regarding the assignments submitted.

- g) A detailed description of the approach, methodology and work plan for performing the assignment/ job covering the following: technical approach and methodology, work plan, project organization and availability of experts including outline of the final report that is to be submitted after completion of the project. The format is provided in Form TECH -2. The work plan should be consistent with the Work Schedule which will be shown in the form of a Gantt Chart giving the timing for each activity.
- h) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks to be provided in Form TECH -3.
- i) CVs of the Professional staff as mentioned in para (f) above signed by the staff themselves or by the authorized representative of the Professional Staff . Format ios given in Form TECH -4.
- j) Estimates of work schedule should be given in Form TECH -5.

The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non- responsive.

### **5.5 Financial /Price Bid as per Part B:**

In preparing the financial Bid as per part B, Consultants are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Bid should be the lump-sum quote for the entire Project inclusive of all the costs including taxes and applicable service tax associated with the Project. While submitting the financial bid, the Consultant shall ensure the following:

- The Financial Bid shall contain the financial quote covering the total fees/ cost for the entire project.
- The amount quoted should include all costs such as professional fees, consultancy fees, travel expenses, lodging, boarding, administrative charges and all taxes/duties etc. BPCL will not reimburse any other expenses other than what is quoted in the Financial Bid.
- The total amount indicated in the financial proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.
- The proposal should be submitted as per the standard Financial Bid submission form.
- Bidders must do their due diligence about the tax implications and the Client will not be liable for any tax incident other than the changes in applicable service tax.
- The proposals must remain valid for a period as specified in the terms of reference. During this period, the consultant is expected to keep available the professional staff proposed for the Project. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.
- Taxes – The Bidder shall fully familiarize themselves about the applicable domestic duties and taxes on amounts payable by the Employer under the Contract. All such duties and taxes must be included by the consultant in the financial proposal. The client will only be responsible for reimbursing the fees quoted in the financial proposal which would be inclusive of service tax, as applicable.

### **5.6 Proposal Evaluation**

From the time the proposals are opened to the time the contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/ or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of

Proposals, and recommendation for award of contract may result in the rejection of the Bidders' proposal. The Employer has constituted an **Evaluation Committee (EC)**.

Evaluation of Technical Proposals: The EC shall evaluate the Technical Proposals on the basis of their responsiveness to the proposal. In the first stage of evaluation, a proposal shall be rejected if it is found deficient as per the requirement indicated for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the Technical Proposal will start first and at that stage the Financial Bid (Proposal) will, remain unopened. The qualification of the Bidder and the evaluation criteria for the Technical Proposal shall be as defined below.

#### **5.7 Criteria for Evaluation of Price Bids:**

Financial Proposals / price bids of only those consultants which are declared technically qualified shall be opened.

#### **5.8 Method of Selection:**

The lowest bidder in the Financial Proposal shall be declared eligible for award of the contract.

#### **5.9 Payment Terms**

The terms of payment would be linked to the deliverables of the project as below

<b>Sl. No.</b>	<b>Work</b>	<b>Terms of payment</b>
<b>1.</b>	Submission of draft report (15 hard copies and one soft copy in Word/ PDF)	65 %
<b>2.</b>	Submission of final report (50 hard copies and one soft copy in Word/ PDF)	35 %

#### **5.10 Completion Schedule**

The consultant shall submit the draft report within fourteen (14) weeks from the date of signing of contract. For finalizing the draft report, the consultant may be asked to make presentation to the Steering Committee. On acceptance of the draft report by BPCL, the consultant shall submit the final report within 10 days. The Consultant shall provide any clarifications required in respect of the report for a period of two (02) months after acceptance of the final report without any extra charges.

**ANNEXURE-II: BID QUALIFICATION CRITERIA**

Bidder/Vendor should qualify in each of the following Bid Qualification Criteria.

**I. Credential eligibility:**

a) Bidder should have an experience of rendering primary survey consultancy services to Central Government/ State Governments/ PSUs/Private companies **in India** for gathering market information in the last 7 years for following value and number of similar completed work.

- One similar completed works for a value of at least 140 lakhs.  
OR
- Two similar completed works each for a value of at least 88 lakhs.  
OR
- Three similar completed works each for a value of at least 70 lakhs.

**Definition of similar work** :Similar completed work shall be considered as rendering of primary survey consultancy services for gathering market information.

b) At least one experience of rendering primary survey consultancy services to Central Government/ State Governments/ PSUs/ companies **in India** for gathering market information in the field of **oil and gas sector of atleast 70 Lakhs.**

**Documents required:**

- i. Copy of work Order or contract agreement certifying that the bidder has experience as per I--a.
- ii. Copy of work Order or contract agreement certifying that the bidder has experience as per I--b.
- iii. A certificate from a practicing Chartered Accountant verifying and confirming the documents mentioned in points a) to b) above.

**II. Financial Capacity:**

- a) The bidder should have achieved a minimum average annual financial turnover of **Rs. 87.50 Lakhs** as per Audited Balance Sheet and Profit & Loss account, in the last available three accounting years prior to due date of bid submission.
- b) Net worth of the bidder should be positive in the last accounting year. The Net worth is defined as **TOTAL ASSETS MINUS TOTAL LIABILITIES.**

The bids may be submitted by the Indian vendor ( which has completed 3 financial years after the date of commencement of business) only. **JV/ Consortium bids will not be accepted.**

**Documents required:** The afore-mentioned information shall be verified based on Audited Balance Sheet and Profit & Loss Account statements submitted by the bidder pertaining to the last available three (3) consecutive accounting years prior to the due date of bid submission.

**III: Past Performance :** Bidders should submit a declaration to the effect that they are not serving any holiday listing orders issued by BPCL or MOP&NG debaring them from carrying on business dealings with the BPCL/ MOP&NG or serving any banning order by other Oil sector PSUs. If this declaration is found to be false, BPCL shall have the right to reject bidder's offer, and if the bid has resulted in a contract, the contract is liable to be terminated.

**Documents Required:**

A declaration by bidder indicating that they are not on holiday list by BPCL / MOP&NG or any other oil sector PSUs as on due date of bid submission anywhere in the country.

**TECHNICAL DATA SHEET (PROJECT SPECIFIC INFORMATION)**

Criteria & Sub Criteria
<b>A. Presence in Regions</b>
Presence of the bidder in at least two of the four regions (North/ East/ West/ South)
<b>B. Quality of Personnel</b>
Past performance/experience and skills as <b>Project Manager/ Project Director/ Team Leader (Head of team)</b> : <ul style="list-style-type: none"> <li>• Min 10 Years of project management experience in conducting primary survey</li> <li>• Min 5 projects experience as head of team</li> <li>• Min 2 projects experience in conducting primary survey</li> </ul>
Past performance/ experience and skills of <b>Primary Survey Expert</b> : <ul style="list-style-type: none"> <li>• Min 7 Years of work experience in primary survey</li> <li>• Min 2 projects experience in conducting primary survey</li> </ul>
Past performance/ qualification/ experience and skills of <b>Data Collection and Analysis Expert</b> : <ul style="list-style-type: none"> <li>• Qualification as Statistician should be post graduate.</li> <li>• Min. 7 Years of project management experience in primary survey.</li> <li>• Min 2 projects experience in the area of data collection and analysis of primary survey projects.</li> </ul>
<b>C. Understanding of the project and proposed methodology</b>
<ul style="list-style-type: none"> <li>• Understanding of the project and response to the RFP on specific points of the technical evaluation criteria and sub-criteria (<i>including submission of supporting relevant documents</i>)</li> <li>• Methodology including technical approach, work plan and project organization including staffing schedule</li> </ul>

(ALL SUPPORTING REQUIRED AS PER TECHNICAL DATA SHEET)

	<b>Eligibility Criteria</b>	<b>Documentary Evidence</b>	<b>Compliance (Yes or No)</b>	<b>Evidence attached at Page No(s).</b>
<b>1.</b>	Presence of the bidder in at least two of the four regions (North/ East/ West/ South). The bidder should have permanent office in the region.	Documentary evidence of the regional offices to be provided.		<i>(Also specify the number of offices submitted)</i>
<b>2.</b>	Past performance/ experience and skills as <b>Project Manager/ Project Director/ Team Leader (Head of team):</b>	CV indicating the information for the Assignment/ jobs in which the staff was involved that best illustrates the staff's capability to handle the assigned task		<i>(Also specify the years of experience and number of projects submitted)</i>
<b>3.</b>	Past performance/ experience and skills of <b>Primary Survey Expert:</b>	CV indicating the information for the Assignment/ jobs in which the staff was involved that best illustrates the staff's capability to handle the assigned task		<i>(Also specify the years of experience and number of projects submitted)</i>
<b>4.</b>	Past performance/ qualification/ experience and skills of <b>Data Collection and Analysis Expert:</b>	CV indicating the educational qualifications and information for the Assignment/ jobs in which the staff was involved that best illustrates the staff's capability to handle the assigned task		
<b>5.</b>	Methodology including technical approach, work plan and project organization including staffing schedule	Detailed write-up to be submitted		

The formats of the Technical Proposals to be submitted are:

Form Tech 1: Consultants organization and experience

Form Tech 2: Approach, methodology and Work Plan

Form Tech 3 : Team Composition

Form Tech 4: Curriculum Vitae

Form Tech 5: Work Schedule

**CONSULTANT'S ORGANISATION AND EXPERIENCE**

A- Consultant's Organization

(Provide here a brief description of the background and organization of your firm/entity/entity and each associate for this assignment/job. The brief description should include ownership details, date and place of incorporation of the consultancy (attach certificates), objectives of the consultancy etc. Also if the consultant has formed an Association, details of each member of the Association, name of lead members etc. shall be provided).

1. General Information

General Information Form

1. Name of the Company/ Firm: .....
2. *(Attach an attested photocopy of Certificate of Registration.)*
3. Legal Status of the Firm:
4. Registered Address, telephone, Tele-fax.  
.....
5. Contact Person, Designation and Address including email ID  
.....
6. Length of experience in the field of conducting Investment Facilitation
7. Names and Addresses of Associated Companies to be involved in the Project and whether Parent/Subsidiary/others. *(The relationship to be indicated)*
8.  
In case the company is a subsidiary, the involvement, if any, of the Parent Company in the project
9. State whether the in-house expertise is available for all services/sub-systems. If not, details of sub-consultants to be involved in the project.
10. Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black listed in India for competing in any organization at any time? If so, give details



11. Financial Strength (*as per the audited statements*):

Financial Year	2013-14	2014-15	2015-16
Total Turnover (Rs. crore)			

12. Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by any court in India?
13. Bids shall remain valid for 180 days after the last date of Bid submission prescribed by the Authority.

Signature of the Bidder/Authorized representative

**B- Consultant's Experience**

- 2.1 Experience of rendering primary survey consultancy services to Central Government/ State Governments/ PSUs/ Private companies in India for gathering market information in the last 7 years for following value and number of similar completed work.
- a. One similar completed works for a value of at least 140 lakhs.  
OR
  - b. Two similar completed works each for a value of at least 88 lakhs.  
OR
  - c. Three similar completed works each for a value of at least 70 lakhs.

(Using the format below provide information along with documentary proof on each assignment for which your agency has provided consultancy as required under this assignment. In case, the information or supporting documents required by BPCL is not provided by the Bidder, BPCL shall proceed with evaluation based on information provided and shall not request the consultant for further information. Hence, the responsibility for providing information and supporting documents as required in this form lies solely with the consultant.)

Please provide details for each relevant project separately. (*List only those assignments which are relevant to this experience*)

Assignment Name:	
Approx. value of the contract ( <i>In Indian Rupees</i> ):	(Mention contract value in INR)
Location within India:	
Name of the Employer:	
Address of employer:	
Start Date ( <i>month/year</i> )	
Completion date ( <i>month/year</i> ):	
Duration of assignment ( <i>months</i> ):	
Total no. of staff-months of the assignment:	
Name of associated Consultants, if any:	
Number of primary survey respondents:	
Name of senior professional staff of your consultancy involved and functions performed:	
Narrative description of Project ( <i>giving reference as to how this project is relevant to the desired experience</i> ):	
Description of actual services provided by your staff within the assignment:	

2.2 Experience of rendering primary survey consultancy services to Central Government/ State Governments/ PSUs/ companies in India for gathering market information in the field of oil and gas sector of at least Rs. 70 lakhs (minimum 1 project).

(Using the format below provide information along with documentary proof on each assignment for which your agency has provided consultancy as required under this assignment. In case, the information or supporting documents required by BPCL is not provided by the Bidder, BPCL shall proceed with evaluation based on information provided and shall not request the consultant for further information. Hence, the responsibility for providing information and supporting documents as required in this form lies solely with the consultant.)

Please provide details for each relevant project separately. (*List only those assignments which are relevant to this experience*)

Assignment Name:	
Approx. value of the contract ( <i>In Indian Rupees</i> ):	(Mention contract value in INR)
Location ( <i>Country &amp; City</i> ):	
Name of the Employer:	
Address of employer:	
Start Date ( <i>month/year</i> )	
Completion date ( <i>month/year</i> ):	
Duration of assignment ( <i>months</i> ):	
Total no. of staff-months of the assignment:	
Name of associated Consultants, if any:	
Number of primary survey respondents:	
Name of senior professional staff of your consultancy involved and functions performed:	
Narrative description of Project ( <i>giving reference as to how this project is relevant to the desired experience</i> ):	
Description of actual services provided by your staff within the assignment:	

DESCRIPTION OF APPROACH, METHODOLOGY, WORK PLAN, PROJECT ORGNANIZATION  
FOR PERFORMING THE ASSIGNMENT/JOB

Technical approach, methodology, work plan, project organization are key components of the Technical Proposal. The Consultant must present his/ her Technical Proposal divided into the following three components:

- a) Technical Approach and detailed Methodology
- b) Detailed Work Plan, and
- c) Project organization and availability of experts

- a) **Technical Approach and Methodology:** In this section, the consultants should explain their understanding of the objectives of the assignment/ job, approach to the assignment/ job, detailed methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The consultants should highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. The consultants should also provide an overview of tools and methodologies that they propose to adopt for evaluation.
- b) **Work Plan:** The consultant should propose and justify the main activities of the assignment/ job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and key performance indicators. The proposed work plan should be consistent with the technical approach and methodology, showing clear understanding of the TOR and ability to translate them into a feasible working plan. A list of the deliverable outcomes should be included here. More specifically the consultant should:
  - ❖ Highlight how he/ she would proceed to meet the project requirements,
  - ❖ Highlight number of hours he/ she estimates are required to complete the work,
  - ❖ Propose number of resources for providing these services,
  - ❖ Highlight tools and methodologies to be used for this effort,
  - ❖ State how they would manage the complexity of the project, and
  - ❖ Provide the outline of the final report that would be submitted after completion of the project
- c) **Project organization and availability of experts:** The consultant should propose and justify the structure and composition of his/ her team. He/ she should list out the main disciplines of the assignment/ job, the key expert responsible, and proposed technical and support staff. More specifically, an overview on senior leadership coverage and commitment may be provided and expertise in investment and domestic manufacturing related works highlighted.

**TEAM COMPOSITION AND TASK ASSIGNMENT/ JOBS****Professional Staff**

S. No.	Name of Staff	Area of Expertise	Post/ Task Assigned for this job*

\* Please mention either the staff is Head of Team or Primary Survey Expert or Data Collection and Analysis Expert.

**CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

1. Proposed Position:

*[For each position of key professional, separate form Tech-4 will be prepared]*

2. Name of Firm/entity:

*(Insert name of consultancy proposing the staff):*

3. Name of Staff:

*(Insert full name):*

4. Date of Birth:

5. Nationality:

6. Education:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

10. Languages Known:

11. Employment Record:

*[Starting with present position, list in reverse order every employment held by staff member since first employment, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:*

From [Year]	To [Year]	Employer	Positions held

**12. Detailed Tasks Assigned:**

*[List all tasks to be performed under this Assignment/job only]*

13. Work Undertaken that best illustrates capability to handle the Tasks assigned:

*[Among the Assignment/ jobs in which the staff has been involved, indicate the following information for only those Assignment/ jobs that best illustrate staff capability to handle the tasks listed under point 12]*

Name of Assignment/ job or project:

Year:

Location:

Main project features:

\* Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: Place:

*[Signature of staff member or authorized representative of the staff]*

*[Full name of authorized representative]:*

\* **Note:** The key personnel named, “Project Manager/ Team Leader/Project Director (Head of Team)” means that he/she has managed a consultancy project team as its head. Documentary evidence should be submitted for each project/ assignment where he/ she were the team leader.

**WORK SCHEDULE**

Sl. No.	Name of Activity	Activity Weeks													
		W 1	W 2	W3	W 4	W 5	W 6	W 7	W8	W9	W1 0	W1 1	W1 2	W1 3	W1 4
1.															
2.															
3.															
4.															
5.															
6.															
7.															

1. Indicate all main activities of the assignment/ job including delivery of reports (e.g., inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased assignment/ jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities should be indicated in the form of a Bar Chart



**ANNEXURE IV: TERMS AND CONDITIONS OF CONTRACT**

**1 DEFINITIONS:**

- (a) Employer or BPCL means the Bharat Petroleum Corporation Ltd who has invited bids for consultancy services with whom the selected Consultant signs the Contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and Terms of Reference (TOR) of the contract.
- (b) “Bidder” means any entity or person or associations of person who is interested to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties for this assignment
- (d) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of India
- (g) “Instructions to Bidders” means the document which provides interested Consultants with all information needed to prepare their proposals.
- (h) LOI means the Letter of Invitation being sent by Employer to the short- listed Consultant.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.
- (l) “Assignment/ job” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “Terms of Reference” (TOR) means the document included in the tender document as Annexure 1 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment/ job.

## **2 LIQUIDATED DAMAGE**

Time is the essence of the contract. In case the consultant fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages of 0.5% of the value of contract per week and or part thereof of the delay subject to a maximum of 5% of the value of the contract. Further, Service Tax shall be is applicable on LD amount, and that service tax shall be collected in addition to LD amount. The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the owner on account of delay on the part of the consultant and the said amount will be payable on demand without there being any proof of the actual loss or damages having been caused by such delay/breach. The owner shall be at liberty to adjust or deduct the said amount of liquidated damages from any amount due to the consultant including Security Deposit.

The owner shall be at liberty to deduct or retain from any amount payable to the consultant periodically, the proportionate or full amount of liquidated damages as the case may be for the delay periodically caused by the contractor.

## **3 SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS**

All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage, which shall have been sustained by the Owner.

## **4 SCHEDULE OF RATES AND PAYMENTS**

### **a) Consultant's Remuneration**

The price to be paid by the Owner to consultant for the whole of the work to be done and the performance of all the obligations undertaken by the consultant under the contract documents shall be ascertained by the application of the respective item rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the work actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the consultant under the contract and no further payment whatsoever shall be or become due or payable to the consultant under the contract.

### **b) Schedule of rates to be inclusive:**

The prices/rates quoted by the consultant shall remain firm till the issue of final completion certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expense and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the Owner by the Contractor. The Consultant shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required, though the contract document may not fully and precisely furnish them. He shall make such provision in the item rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the works. The opinion of the Engineer-in- Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown on or described specially in contract documents. Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the consultant shall services at his own cost or without addition of payment or without extra charges or words to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

c) Schedule of Rates to cover Risk of Delay:

The schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractors conduct of work which occur from any cause including orders of owner in the exercises of his powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay.

d) Schedule of Rates cannot be altered:

For work under unit rate basis, no alteration will be allowed in the schedule of Rates by reason of work or any part of them being modified, altered, extended, diminished or omitted. The schedule of Rates are fully Inclusive rates which have been fixed by the consultant and agreed to the Owner and cannot be altered. For lumpsum contract, the payment will be made according to the work actually carried out for which purpose an item wise or workwise, Schedule of rates shall be furnished, suitable for evaluating the value of work done and preparing running account bills

## **5 PERFORMANCE SECURITY DEPOSIT/RETENTION MONEY:**

- a) To ensure performance of the contract and due discharge of the contractual obligations, the successful consultant will have to provide security deposit of 10% of the contract value. This Security deposit may be furnished in the form of an Account payee Demand Draft payable to BPCL or Bank Guarantee in the prescribed format. The consultant shall have the option to adjust any Earnest Money Deposit- (EMD) if paid by demand draft towards security deposit if he so desires or otherwise if submitted by way of bank guarantee the validity of the same to be extended suitably as advised by BPCL. In the case of security deposit submitted in the form of Bank guarantee, the Bank Guarantee shall be valid and remain in force till the contractual completion period and with a claim period of six months thereafter. The Bank Guarantee shall be in the form prescribed. In case the successful consultant is not furnishing the performance security deposit as referred above on award of the job, the same shall be deducted from each running account bills at the rate of 10% of bill value till overall security deposit of 10% as mentioned above is collected. The security deposit will be retained till the successful completion of the work and thereafter till the expiry of the defect liability period, if applicable. This retention money/Bank guarantee held shall be released after the expiry of the defect liability period provided that any defects appearing during that period are corrected by the consultant and subject to Clause 7 (b) below. In the case of value/rate/quantity contracts, the security deposit shall be based on individual release orders issued.
- b) If the consultant or their employees shall break, deface or destroy any property belonging to the Owner or other agency during the execution of the contract, the same shall be made good by the Consultant at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the consultant (for which the certificate of the Engineer-in-Charge shall be final). These expenses can be recovered from the security deposit/retention money if recovery from other sources is not possible.
- c) All compensation or other sums of money payable by the consultant to the Owner under terms of this contract may be deducted from his security deposit/retention money or from any sums which may be or may become due to the consultant by the Owner on any account whatsoever and in the event of his security deposit/retention money being reduced by reasons of any such deductions. The consultant shall within ten days thereafter make good any sum or sums, which may have been deducted from his security Deposit/retention money. No interest shall be payable by the Owner from sum deposited as security deposit/retention money.

- d) The security deposit shall be held by the Owner, as security for the due performance of the Consultant's obligations under the contract, provided that nothing herein stated shall make it incumbent upon the Owner to utilize the security deposit/retention money in preference to any other remedy which the Owner may have, nor shall be construed as confining the claims of the Owner against the consultant to the quantum of the Security Deposit/retention money.
- e) The Bank guarantee if submitted shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank. The security deposit/retention money shall be in Indian Rupee in the case of domestic bidders and in US Dollars in the case of foreign bidders.

#### **6 FORFEITURE OF SECURITY DEPOSIT:**

Whenever any claim against the Consultant for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sum by appropriating in part or whole, security deposit of the contractor, forming whole or part of such security being insufficient or if no security has been taken from the Consultant then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the consultant. The consultant shall pay to the owner on demand any balance remaining due.

#### **7 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED**

In any case in which, under any clause or clauses of this contract, the consultant shall have forfeited the whole of his security deposit (whether paid in one sum or deducted by installment) or have committed a breach of any of the terms contained in this contract the owner shall have power to adopt any of the following courses as he may deem best suited to his interest.

- a. To rescind the contract (of which rescission notice in writing to the consultant under the hand of the owner shall be conclusive evidence) in which case the security deposit of the consultant shall stand forfeited and be absolutely at the disposal of the Owner.
- b. To employ labour paid by the owner and to supply materials to carry out the work any part of the work, debiting consultant with the labour cost of tools and plants and equipment charges, the cost of the materials for which a certificate of the Engineer-in-Charge shall be final and conclusive against the Consultant and 10% of costs as above to cover all departmental charges and crediting him with the value of the work done in all respects in the manner and at the same rates as if it had been carried out by the Consultant under the term of his contract. The certificate of Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.
- c. To measure up the work of the consultant and to take such part thereof as shall be unexecuted out of his hand to give it to another consultant to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original consultant and may be deducted from any money due to him by the Owner under the contract or otherwise or from his security deposit or from the proceeds of sale thereof, of a sufficient part thereof.

- d. In the event of any of the above course being adopted by the Owner, the consultants shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to the execution of the work of the performance of the contract. In case the Consultant shall not be entitled to recover or be paid any sum for any work actually performed under this contract unless the Engineer-in- Charge will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

## **8 Progress Monitoring**

- a. The Consultant shall submit program of execution both in the form of activities in 'Project' as well as quantitative program in terms of month wise physical targets for various disciplines of work. These shall be periodically updated considering the progress of the Project.
- b. On the first day of each calendar month following effectiveness of the Contract, two copies of a monthly progress report with exception report showing current status of various activities shall be submitted by the Consultant to the BPCL.
- c. The monthly progress report to be submitted by the Consultant shall indicate progress of activities against targeted dates and targeted quantities in Performa as per the requirement of the Contract for maintaining consistency of reporting and for maintaining database by, the BPCL. Reasons for shortfalls, if any, shall be clearly brought out and proposed remedial measures to arrest the delays shall be indicated by the Consultant in the progress report, wherever applicable.
- d. The progress report shall also highlight inspection status. The Consultant shall submit one copy of the inspection certificate duly signed by representatives/ authorized agencies after inspection along with each progress report.

## **9 FORCE MAJEURE:**

Any delays in or failure of the performance of either part hereto shall not constitute default here under or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Govt./authorities, compliances with any order or request of any Government authorities, acts of war, rebellion or sabotage or fires, floods, explosions, riots or strikes. The consultant shall keep records of the circumstances referred to above and bring these to the notice of Engineer-in-Charge in writing immediately on such occurrences.

## **10 TERMINATION/OFFLOADING:**

The consultant fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company/owner. In view of this, the consultant unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the

work within the stipulated time.

In case a situation is brought about by the consultant warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company/owner shall have the liberty and right to entrust/engage/award the work so terminated/off loaded at the risk and cost of the consultant to any other agency/consultant by adopting any mode of inviting tenders, i.e. open/limited/single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

#### **11 RIGHT OF OWNER TO DETERMINE / TERMINATE CONTRACT**

- a. Owner shall, at any time be entitled to determine and terminate the contract, if in the opinion of the Owner the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case, the cost of approved materials at the site at current market rates as verified and approved by Engineer-in-Charge and of the value of the work done to date by the consultant shall be paid for in full at the rates specified in the contract. A notice in writing from the Owner to the consultant of such determination and termination and the reason thereof, shall be the conclusive proof of the fact that the contract has been so determined and terminated by the Owner.
- b. Should the contract be determined under sub-clause (a) of this clause and the consultant claims payments to compensate expenditure incurred by him in the expectation of completing the whole of the work, the Owner shall consider and admit such claim as are deemed fair and reasonable and are supported by vouchers to the satisfaction of the Engineer-in-Charge. The Owner's decision on the necessity and propriety of any such expenditure shall be final and conclusive and binding on the contractor.

#### **12 FORECLOSURE**

The Corporation reserves the right to foreclose the contract in the event of change of market conditions, GOI guidelines / directives, environment statutes forcing revision in type of Certifications / Audits etc.

#### **13 ARBITRATION:**

- a. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL against the Consultant or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole Arbitration of the Director (Marketing) (herein after named as Director) of the BPCL or of some officer of the BPCL who may be nominated by the Director (Marketing). The Consultant will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the BPCL or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the BPCL he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director as aforesaid at the time of such transfer, vacation of office Or inability to act may in the discretion of the Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an Officer of the BPCL if the Director does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such

persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director or a person nominated by such Director of the BPCL as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.

- b. The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/ or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act, 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- c. The parties against whom the arbitration proceedings have been initiated, that is to say the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement, without seeking a formal reference of arbitration to the Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally, and deemed to form part of the reference made by the Director.
- d. The arbitrator shall be at liberty to appoint, if necessary, any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
- e. The arbitrator shall have power to make one or more awards whether interim or otherwise, in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- f. The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators' expenses whenever called upon to do so.
- g. The parties hereby agree that the courts in the city of Mumbai, alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Mumbai only.

#### **14 JURISDICTION**

The consultant shall be governed by the Laws in force in INDIA. The consultant hereby submits to the jurisdiction of the Courts situated at Mumbai, for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai, only will have jurisdiction to hear and decide such actions and proceedings.

## **15 GOVERNING LAW**

The Parties hereto agree that their respective rights, privileges, duties and obligations under this contract to be executed shall be determined and be governed by the Laws of India.

## **16 INTERPRETATION OF CONTRACT DOCUMENT**

- a. Except if and to the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to Engineer-in-Charge, who shall give his decisions and issue to the Consultant instructions directing in what manner the work is to be carried out. The decision of the Engineer-in-Charge shall be final and conclusive and the consultant shall carry out work in accordance with this decision.
- b. Works shown upon the drawing but not mentioned in the specifications or described in the specification without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.
- c. Headings and marginal notes to the clauses of these General Conditions of Contract or to specifications or to any other tender document are solely for the purpose of giving a concise indication and not a summary of the content thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof of the Contract.

## **17 TIME OF PERFORMANCE**

- a. The work covered by this contract shall be commenced as detailed in the purchase order or as per the instructions of the BPCL and be completed in stages on or before the dates as mentioned in the time schedule of completion of work. The consultants should bear in mind that time is the essence of this agreement unless such time be extended pursuant to the provision of clause No. 21. Request for revision of Completion time after tenders are opened will not receive consideration.
- b. Time Schedule of Completion: The general time schedule of completion is given in the tender document. Consultant should prepare a detailed monthly and weekly execution program, jointly with the Engineer-in-Charge within two weeks of receipt of Letter of Intent or acceptance of tender. The work shall be executed strictly as per the time schedule given in this document. The period of completion given includes the time required for testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the BPCL Engineer-in-Charge.

## **18 EXTENSION OF TIME:**

If the consultant shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Engineer-in-Charge within two weeks of the date of hindrance on account of which he desires such extension as aforesaid, and the Engineer-in-Charge shall if in his opinion (which shall be final), reasonable grounds have been shown thereof, authorize such extension of time as may in his opinion be necessary or proper. In the event of extension of Time of the contract, if granted, the consultant shall be required to suitably extend the period of Bank Guarantee if submitted, towards security Deposit/retention money suitably



## **19 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:**

If at any time from the commencement of the work the owner shall for any reasons whatsoever, not require the whole or part thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

## **20 SUB-LETTING OF WORK**

The whole of the work included in the Contract shall be executed by the Consultant and the Consultant shall not directly or indirectly transfer , assign or sublet the Contract or any part or share / thereof / interest therein without the written consent of the BPCL Engineer-in-charge . No undertaking shall relieve the Consultant from the full and entire responsibility.

## **21 NOTICES**

Any notice hereunder may be served on the consultant or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the Contractor. Proof of issue of any such notice could be conclusive of the consultant having been duly informed of all contents therein.

## **22 VALIDITY OF THE CONTRACT**

The consultant Contract shall be effective from the date of receipt of the Letter of Award (LOA) and shall remain in force till the completion of project . It will be the responsibility of consultant to complete the work in stipulated time.

## **23 POLICY ON HOLIDAY LISTING:**

The guidelines and procedures for Holiday Listing are available separately in BPCL website and shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders. It can be accessed using the following link:  
<http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf> .

**ANNEXURE V:GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpacleproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpacleproc.in>.
2. For registration on the e-tender site <https://bpacleproc.in>, you can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform us by mail to the vendor administrator [vendoradmin@bpacleproc.in](mailto:vendoradmin@bpacleproc.in) with a copy to [support@bpacleproc.in](mailto:support@bpacleproc.in) for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Limited, Ahmadabad (Contact no. Tel: +91 79 4001 6816 | 6848 | 6844 | 6868 & Tel: +91 22 65354113 | 65595111) for obtaining the digital signature certificate.

4. Corrigendum/ amendment, if any, shall be notified on the site <https://bpacleproc.in>. In case any corrigendum/ amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
  - (a) Vendors are advised to log on to the website (<https://bpacleproc.in>) and arrange to register themselves at the earliest, if not done earlier.
  - (b) The system time (IST) that will be displayed on e-Procurement 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.
  - (c) Vendors 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 vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. **In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been**

**received from the vendor against the tender and consequently the vendor will be out of contention.** The process of change / revise 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.

- (d) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
  - (e) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
  - (f) No manual bids/offers along with electronic bids/offers shall be permitted.
7. For tenders whose estimated procurement value is more than Rs. 10-Lacs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.
8. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
9. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:

**FOR SYSTEM RELATED ISSUES:**

M/s. E-Procurement Technologies Limited:  
Contact Numbers: +91 79 4001 6868  
E-mail id: [support@bpcleproc.in](mailto:support@bpcleproc.in).

**FOR TENDER RELATED QUERIES:**

- (1) Payal Agarwal, Deputy.Manager, CPO (M)  
Phone: 022-24176395, E-mail: [payalagarwal@bharatpetroleum.in](mailto:payalagarwal@bharatpetroleum.in)
- (2) Anil Ahir, Group Leader-IV, CPO (M)  
Phone: 022-24176404, E-Mail: [ahira@bharatpetroleum.in](mailto:ahira@bharatpetroleum.in)

**The responsible person of the tender is Procurement Leader of BPCL at contact no 022-24176404/ 6395**

**ANNEXURE-VI**

**Proforma Of Integrity Pact**

Pre-signed Proforma of Integrity Pact is attached in the e-tender. Bidders have to download the pre-signed Proforma Integrity Pact and upload the same in the e-tender duly signed and witnessed as a token of acceptance.

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**ANNEXURE VII**

**PERFORMANCE BANK GUARANTEE  
(On Non-judicial paper for appropriate value)**

To,  
Bharat Petroleum Corporation Limited  
-----  
-----  
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Dear Sir,

In consideration of the Bharat Petroleum Corporation Limited, (hereinafter called ‘the Company’ which expression shall include its successors and assigns) having awarded to M/s. (Name) ..... (Constitution)..... (address) ..... (hereinafter referred to as “The vendor” which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms interalia, of the Company’s Purchase order No..... dated ..... and the General and Special Purchase Conditions of the Company and upon the condition of vendor’s furnishing security for the performance of the vendor’s obligations and/or discharge of the vendor’s liability under and / or in connection with the said supply contract upto a sum of Rs. (in figures).....Rs (in words).....only amounting to 10% (ten percent) of the total contract value.

We, (Name).....(constitution) .....(hereinafter called “the Bank” which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to the Company in -----(Currency) forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company under in respect of or in connection with the said supply contract inclusive of all the Company’s losses and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee upto an aggregate limit of Rs(in figures).....Rs(in words).....only.

AND the Bank hereby agrees with the Company that

- (i) This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising upto and until midnight of .....

This date shall be 6 months from the last date of guarantee period.

- (ii) This Guarantee/ Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor’s obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.
- (iii) The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor’s obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and/ or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and/ or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the

vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

- (iv) This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee/ Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- (vi) The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages or costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

## ANNEXURE VIII

**Following Details have to be filled online:****1. Techno-commercial details and other information**

1	Name of the Tenderer (Company Name) , Office Address, Tel No & Fax No - Office , Contact Persons Name, Email ID, Designation & Cell No.	
2	Constitution of the firm :Sole Proprietor / Partnership – Registered before Registrar of Firms / Partnership – Unregistered / Pvt Ltd Co / Public Ltd Co / PSU / Govt.	
3	Year of Establishment / Registration & Date, Registration No, Registration under which Act	
4	PAN Card No. , Excise, Sales Tax and Service Tax Registration No. as applicable	
5	Major Customers	
6	Name & address of the Proprietor/ Partners/ Directors with percentage of share holding	
7	Name of Bankers & Full Address	
8	Please confirm number of branch offices in India. Vendor shall submit the complete list branch offices in India.	
9	Please confirm validity of the offer shall be <b>180 days</b> from the date of opening of the tender	
10	Please confirm submission of Integrity Pact duly signed and witnessed.	

**Note:** In case of any Deviation kindly mention in the Deviation Sheet with proper Justification.

**ANNEXURE IX:DECLARATION FORMS****DETAILS OF RELATIONSHIP WITH BPC DIRECTORS**

<b>PART- A (Applicable where Manufacturer is Sole Proprietor)</b>	
1.Name of Tenderer	
2.a.Office Address	
2.b.Residence Address	
3.Telephone	
4. State whether manufacturer is related to any of the director(s) of BPC	
5.If `Yes' to 4, state the name of the Director and manufacturer's relationship with him/her.	
<b>Put 'NA' whichever is not applicable</b>	
<b>PART- B (Applicable where the manufacturer is a partnership firm)</b>	
1. Name of the Partnership firm	
2.Address :	
3.Name of Partners	
4.State whether any of the partner is a Director to BPC	
5. If `Yes' to 4 ,state the names(s) of Directors.	
6.State whether any of the partner is related to any of the Director(s)of BPC	
7.If `Yes' to 6 state the name(s) of Director(s) and the concerned Partner's relationship with him/her.	
<b>Put 'NA' whichever is not applicable</b>	
<b>PART - C (Applicable where the Manufacturer is a Public or Private Ltd. Co.)</b>	
1. Name of the Company	
2.a.Address of Regd. Office	
2.b.Address of Principal Office	
3.State whether the company is a Pvt. Ltd. Co. or Public Ltd Co.	
4. Names of Directors of the Company	
5.State whether any of the Director of your Company is a Director of BPC .	
6.If `Yes' to (5) state the name(s) name(s) of the Director	
7.State whether any of the Director of your Company is related to any of the Director's of BPC.	
8.If `Yes' to (7) state the name(s) of Director and the concerned Director's (of the Vendor) relationship with him/her.	
<b>Put 'NA' whichever is not applicable</b>	



**Price Bid Format**

Following are the sample sheet .Vendors have to fill Price Bids online in e-tender.

<b>Price Bid / Quote (Summary of Costs)</b>				
<b>S. No.</b>	<b>Item</b>	<b>No. of retail outlets</b>	<b>Per retail outlet</b>	<b>Total/ Rs.</b>
<b>1. Survey</b>				
a)	Data Collection in Retail Outlets (RO) for a period of 7 continuous days			
(i)	Regular RO (12 hours)	1800		
(ii)	Highway ROs (24 hours)	1200		
b)	Analysis of data & Report Writing	Lump Sum		
<b>Sub Total (1)</b>				
<b>2. Taxes</b>				
a)	Service Tax @			
<b>Sub Total (2)</b>				
<b>Grand Total (1+2) - Total Study Cost</b>				
<b>Amount (In words)</b>		<b>Rupees</b>		

**(ANNEXURE X)**

# **Draft Survey Questionnaire**

## 1. QUESTIONNAIRE FOR RETAIL OUTLET

No. of Hours of Operation :

From \_\_\_\_\_ To \_\_\_\_\_

State:

District

Oil Company.: BPC/HPC/IOC

--	--	--

Name of Retail Outlet	
Address	
Contact Details	Proprietor Name
	Phone no.

### 1. Type of retail outlet

Type	Code (1/2/3/4)	Class of Market : A / B / C / D / E (Please Tick <input type="checkbox"/> )	
COCO (1) / 'A' Site RO (2) / Regular Outlet (3) / Rural Outlet (4)		No. of Dispensers – MS	
		No. of Dispensers - HSD	

2. Average monthly sales : (a)Petrol

--	--	--

kL

(b)Diesel

--	--	--	--

kL

3. Is there any seasonality in sales of HSD (Diesel) at your RO? YES

NO

4. If yes, please specify the peak, lean and average months for sale of Diesel:

S No.	Peak Months (Specify month)	Average Sales (KL)	Lean Months (Specify month)	Average Sales (KL)
1				
2				
3				

5. Is there any seasonality in sales of MS (Petrol) at your RO? YES

NO

6. If yes, please specify the peak, lean and average months for sale of MS (Petrol):

S No.	Peak Months (Specify month)	Average Sales (KL)	Lean Months (Specify month)	Average Sales (KL)
1				
2				

3				
---	--	--	--	--

7. What are the Peak Hours and Lean Hours in a day for

S No.	FUEL	Peak Hours (time)	Lean Hours (time)
1	MS		
2	HSD		

8. In HSD sales what is the ratio of Transport  % Non-Transport  %

9. In your opinion /perception what is the % share of fuel from your RO (who are the users of fuel)

DIESEL Bought For	Share (%)	PETROL Bought for	Share (%)
Tractors		Cars	
Agri-implements (like thrashers, harvesters, sprayers, etc.)		SUVs	
Agriculture Pump sets		2 wheeler	
Cars – Private Vehicles (with WHITE number plate)		3 –wheeler	
Cars- Commercial Vehicles (with YELLOW number plate)		Others (Pls. specify)	
SUVs – Private Vehicles (Like Duster, XUV, Pajero, etc.)			
SUVs – Commercial Vehicles (Like SUMO, INNOVA, XYLO, etc.)			
Comm. Vehicles- LCVs/HCVs (Mini trucks and big trucks)			
Industry – Gensets (Taken by industries for power)			
Industry – Other Purposes (for running cranes, vehicles, etc.)			
Gensets (for non-industry - commercial or household use)			
Buses			
3 wheelers – passenger/goods			
Mobile Towers (for back-up power generation)			
Others (Please Specify)			
Total	<b>100%</b>		<b>100%</b>

10. Average Number of vehicles of each type coming to your RO in one day : HSD \_\_\_\_\_ MS \_\_\_\_\_

Signature of Field Investigator: \_\_\_\_\_ Signature of RO Dealer/ Manager: \_\_\_\_\_

**2. OBSERVATION STUDY**

(RETAIL OUTLET)

NAME & address of RO : \_\_\_\_\_

OIL Company: BPC / HPC /

IOC (Please Tick✓)

State

District

Date:  \_\_\_\_\_




DAY Mon(1) / Tue(2) / Wed(3) / Thu(4) / Friday(5) / Sat(6) / Sun(7)







	Fuel Petrol 1 Diesel 2	Exclusive 2- wheeler (Y/N)	Totalizer Readings				Fuel Petrol 1 Diesel 2	Exclusive 2- wheeler (Y/N)	Totalizer Readings				
			OPEN		CLOSE				OPEN		CLOSE		
TOT-1			OPEN		CLOSE		TOT-17			OPEN		CLOSE	
TOT-2			OPEN		CLOSE		TOT-18			OPEN		CLOSE	
TOT-3			OPEN		CLOSE		TOT-19			OPEN		CLOSE	
TOT-4			OPEN		CLOSE		TOT-20			OPEN		CLOSE	
TOT-5			OPEN		CLOSE		TOT-21			OPEN		CLOSE	
TOT-6			OPEN		CLOSE		TOT-22			OPEN		CLOSE	
TOT-			OPEN		CLOSE		TOT-			OPEN		CLOSE	

7							23							
TOT-8			OPEN		CLOSE		TOT-24				OPEN		CLOSE	
TOT-9			OPEN		CLOSE		TOT-25				OPEN		CLOSE	
TOT-10			OPEN		CLOSE		TOT-26				OPEN		CLOSE	
TOT-11			OPEN		CLOSE		TOT-27				OPEN		CLOSE	
TOT-12			OPEN		CLOSE		TOT-28				OPEN		CLOSE	
TOT-13			OPEN		CLOSE		TOT-29				OPEN		CLOSE	
TOT-14			OPEN		CLOSE		TOT-30				OPEN		CLOSE	
TOT-15			OPEN		CLOSE		TOT-31				OPEN		CLOSE	
TOT-16			OPEN		CLOSE		TOT-32				OPEN		CLOSE	



Note: Totalizer Opening and Closing reading should be for the duration of the Survey done during that day and not for full working hours of the Retail Outlet










Survey Time From \_\_\_\_\_ hrs to \_\_\_\_\_ hrs

Vehicle Model	Fuel Petro l 1	Quantity (Litres)	Vehicle Model	Fuel Petro l 1	Quantity (Litres)		
	Diese l 2			Diese l 2			Private Cars (White number plate) 01
							Taxi (Yellow number plate) (Dzire, Indica, Etios, etc.) 02
							Private SUV (XUV, Pajero, Fortuner, Scorpio, Duster, Land Rover, etc.) 03

							<b>Taxi SUV</b> (Innova, Xylo, Tavera, Sumo, etc.)	04
							<b>3-wheelers</b> (Goods)	05
							<b>3-wheelers</b> (Passenger)	06
							<b>Trucks</b> (Light and Heavy)	07
							<b>Buses</b> (Mini and Big buses)	08
							<b>2-wheelers</b> (Motorcycles and Scooters)	09
							<b>CODE – Vehicle Model</b>	

**2. Sales in containers (Barrels, cans, tins, etc.)**

Purpose Code	Fuel		Quantity (Litres)	Purpose Code	Fuel		Quantity (Litres)	CODE – Purpose		
	Petrol 1	Diesel 2			Petrol 1	Diesel 2				
									<b>Tractors</b>	10
									<b>Diesel Pump Sets</b>	11

						<b>Agriculture Implements</b>	12
						<b>DG Sets – Resic (Apart houses)</b>	13
						<b>DG Sets – Commercial (Malls, Offices, etc.)</b>	14
						<b>DG Sets – Industries</b>	15
						<b>Mobile Towers</b>	16
						<b>Other Industrial use (Cranes, tractors, crushers, etc.)</b>	17
						<b>Fishing boats</b>	18
						<b>Resale</b>	19
						<b>Others (Jugad, burning, etc.)</b>	20

Name & Signature of Field Investigator \_\_\_\_\_

Name & Signature of Outlet Dealer/ Manager \_\_\_\_\_