

BHARAT PETROLEUM CORPORATION LIMITED

'12th FLOOR, E-WING, MAKER TOWERS

CUFFE PARADE, MUMBAI - 400 005



TENDER

**SUPPLY ,INSTALLATION, INTEGRATION,COMMISSIONING AND COMPREHENSIVE
AMC FOR VARIOUS EQUIPMENTS TO BE USED FOR RFID BASED CUSTOMER
IDENTIFICATION AT 30 ROS IN DELHI**

Tender No. : CRFQ -E Tender 18553

(E-tender System No. 18553)

Due Date : 17.12.2014 at 15:00 Hours IST

INDEX

SR.NO.	DESCRIPTION	Page No
1.	Introduction & Background	
a	About BPCL	3
d	Project Overview	4
2.	Tender Document	
a	Notice Inviting Tender	4-7
b	Instructions to bidders for participation in E-Tendering	8-11
3	Techno-Commercial bid	
a	Bid Qualification	12-13
b	Techno-commercial Terms	14
c	Scope of work	15
d	Technical & Functional Requirements	16-18
e	Holiday listing/black listing	19
f	PBG Format	20-21
g	Check list for tender document submission	22
h	Architecture Diagram	Annexure I
i	Special Purchase Conditions (SPC)	Annexure II
J	General Purchase Conditions (GPC)	Annexure III
k	Integrity Pact	Annexure IV

1. INTRODUCTION & BACKGROUND:

a. ABOUT BPCL:

Bharat Petroleum Corporation Limited (BPCL) is a Fortune Global 500 oil refining, exploration and marketing Public Sector Undertaking Company with Navratna status.

Bharat Petroleum is considered to be a pioneer in Indian petroleum industry with various path-breaking initiatives such as Pure for Sure campaign, Petro card, Fleet card etc. BPCL was also one of the foremost organizations to implement ERP successfully across its business domain. It helped to centralize data and subsequent analysis to meet the challenging market scenario and is still termed as a landmark in the sector. BPCL is a member of the elite group, which SAP consults for further improvements in its Oil & Gas related products.

BPCL's growth post-nationalization (in 1976) has been phenomenal. BPCL is **one of the Indian representatives in the Fortune 500 & Forbes 2000 listings**. It is considered a pioneer in marketing initiatives, and employs "Best in Class" practices.

BPCL has a vast marketing network consisting of territory offices in major cities and regional offices in the four regions facilitated by Supply and distribution infrastructure comprising Supply Depots, Aviation Service Stations, LPG Bottling Plants, Lubes distributorships, LPG distributorships and Retail Outlet Dealership network in the four Regions.

b. RETAIL NETWORK:

Bharat Petroleum Corporation Limited (BPCL) has over 12500 strategically located petroleum retail outlets. All these outlets are either company owned dealer operated (CODO), company leased dealer operated (CLDO) or dealer owned dealer operated (DODO) or company owned company operated (COCO) or its variants.

BPCL has branded its select retail outlets as Pure for Sure (PFS) on the brand promise of Quality and Quantity. For more information please visit our website at www.bharatpetroleum.com.

BPCL has embarked upon the process of setting up Retail automation system at select outlets in a phased manner and as a scalable system. Retail automation has already been completed at 4500+ outlets of BPCL. Further to Automation, it is intended to carry out RFID based customer Identification at select 30 ROs in Delhi City on a pilot basis

Over the last few years, Petroleum Retail marketing in India has seen many changes in the forecourt area, ranging from high end MPDs to Oil Companies own loyalty program supported by best technology in vogue. Simultaneously, the façade of the ROs is also being given special thrust particularly in terms of appearance and upkeep. The latest change is foreseen in the field of RO automation and associated offerings in order to enhance the speed, quality & efficiency of customer service at the Retail Outlets.

c. PROJECT OVERVIEW:

BPCL intends to provide RFID based RO Automation System at 30 select Retail Outlets in Delhi city.

This tender aims at establishing an Annual Rate Contract for equipments to be used for RFID based customer identification at 30 ROs in Delhi City. This Annual Rate Contract shall be valid for one year from the date of LOI/Agreement whichever is earlier. The Names of the Retail outlets shall be provided to the successful bidder. Award of all of these 30 ROs Automation implementation work will be given to the lowest Bidder for the Total job.

Bidder shall offer a the equipments that meets Complete RFID based customer identification solution requirements at Retail Outlets/ Petrol Stations, as defined in the technical specifications & the equipment list includes LED TV screens with media controller and RFID readers & RFID Antenna. The bidder shall also facilitate installation, integration with Automation solution with RFID solution, commissioning of all the equipments mentioned in the tender, and two years post warranty comprehensive AMC.

2. TENDER DOCUMENT:

- a. **NOTICE INVITING TENDER** for Supply, Installation, Integration, Commissioning and comprehensive AMC of equipments to be used for RFID based customer identification system in select 30 Ros in Delhi city.

BPCL intends to provide equipment for RFID based customer Identification at 30 select ROs in Delhi City over a period of three months from the date of issue of LOI/Contract. The scope includes Supply, Installation, Integration, Commissioning and post warranty comprehensive AMC for two years basis and pleased to invite your bids in two parts viz. Bid qualification, Technical & Functional specifications and Techno-Commercial Bid (Part I) and Price Bid (Part II).

This is an e-tender. Please visit the website <https://bpcl.eproc.in> for participating in this tender process and submitting your Techno-commercial and Price bids online.

Sr. No.	Item	Quantity
1	RFID Readers with writer including all RFID related software license.- 4 port	40 Nos
2	RFID Readers with writer including all RFID related software license.- 2 port	20 Nos
3	RFID Antenna compatible with the supplied Reader for reading tender specified tags.	150 Nos
4	Providing Forecourt Display Screens with inbuilt Windows based embedded computer with windows licensed OS.	150 Nos
5	Installation, integration and commissioning of the equipments	30 Ros
6	Post Warranty Comprehensive AMC charges for first year.	30 ROs
7	Post Warranty Comprehensive AMC charges for second year.	30 ROs

Information pertaining to Techno-commercial & other details, and Relationship with Directors shall have to be submitted online. For list of our Directors, kindly visit our website www.bharatpetroleum.in

The Vendors shall also be in a position to produce further information as and when required by BPCL.BPCL, at its discretion reserves the right to verify information submitted to confirm their capabilities.

Vendors have to submit Price Bids online. This tender comprises of a single lot of 30 Retail outlets in Delhi city. Six formats of Price Bids/ forms have been provided.Vendors have to quote for all the required items and shall offer 100% quantity against the required quantity of items/ services, otherwise their bids will not be considered.

Vendors/ bidders shall also have to essentially sign an **Integrity Pact (IP)** for participating in this tender, as per the proforma attached herewith the tender document.

All the tender documents and Annexures, Techno-commercial details & Other Details, and 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) Authorised 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.

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.

Earnest Money Deposit (EMD): Please refer EMD clause given in the Special Purchase conditions of the tender.

Important dates:

- Pre- Bid meeting: 04.12.2014
- Tender due date and time: 17.12.2014 at 15.00 hrs

Pre-Bid Meeting:

Vendors/ bidders are required to go through the entire tender document and note down their queries if any. They should send the queries to the concerned BPCL officer in advance so that all queries can be covered during the pre-bid meeting. No claim shall be entertained on account of non attendance by bidder for the pre-bid meeting. Vendor/ bidder can start the bidding process only after the pre-bid meeting.

Pre-bid meeting for the tender will be held on 04.12.2014 commencing at 11.00 Hrs. IST at following address:

**BPCL, E-Wing,
12th Floor, Maker Towers
Cuffe Parade, Mumbai-400005**

Vendors can start bidding only after pre-bid meeting.

Your bid should be submitted online on or before the due date i.e.17.12.2014, 15.00 Hrs. IST.

1. The Vendors who are already enlisted with BPCL should also apply.
2. Vendor shall quote the rates in INR only.
3. The vendors who are currently on Holiday List/ black listed by any of the Govt./ quasi govt./ oil PSUs will not be considered. If any of the vendor/ bidder is put on Holiday

list/ Black list till the price bid opening date of the tender, by any of the Govt./ quasi govt./ oil PSUs, their offer shall not be considered for further evaluation.

4. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. BPCL is also not bound to accept the lowest Bid.
5. If BPCL is unable to evaluate any offer for want of information, such offer will not be considered.
6. BPCL reserves the right to change the quantity (increase/decrease) tendered.
7. BPCL's decision on any matter regarding short listing of Vendors shall be full and final and any bidder shall not enter into any correspondence with BPCL unless asked for.
8. BPCL reserves the right to accept/ reject any or all the Bids at their sole discretion without assigning any reason whatsoever.
9. Forming Cartel and quoting rates in groups would disqualify the vendor/bidder.
10. 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.
11. Based on the information and documents submitted, the vendors who are found to qualify BQC, Technical and Functional requirement/specifications and be techno-commercially eligible shall only qualify for the next round of the tender viz. price bid.. The results of this qualification round shall be intimated to the vendor/bidder by email.
12. For clarifications, if any, please feel free to contact Mr. Abhijeet Chavan (Manager-Engg, RHQ)(022-22175134) or the undersigned on any working day between 10:00 am to 4:00 pm.

Thanking you,

Yours faithfully,
For Bharat Petroleum Corporation Ltd.,

Amit Kumar

Sr. Manager (Retail Automation), RHQ

b. Instructions to Bidders for participation in E-procurement

1. Interested parties may download the tender from e-tendering website <https://bpcl.eproc.in> and participate in the tender as per the instructions given herein, on or before the due date and time of the tender. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpcl.eproc.in>.
2. As a pre-requisite for participation in the tender, tenderers are required to obtain a valid Digital Certificate of Class IIB and above 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 tenderer.
3. In case any tenderer so desires, he may contact our e-procurement service provider M/s. C1 India Pvt. Ltd., Mumbai (Contact no. 022-32444300/ 65281885/ 65281886) for obtaining the digital signature certificate. Please note that generally, it takes 5 working days for obtaining a digital certificate after the submission of all required documents / fees.
4. Corrigendum/amendment, if any, shall be notified on the site <https://bpcl.eproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such tenderers 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 tenderer. They have the choice of making changes in their bid before the due date and time.
5. Tenderers are required to submit their bid online on or before the due date and time of closing of the tender.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (i) Tenderers shall have to log on to the website (<https://bpcl.eproc.in>) for submitting their bid.
 - (ii) 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.
 - (iii) Tenderers are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the tenderer intends to change/revise the bid already entered, he 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.
 - (iv) Once the entire process of submission of online bid is complete, the tenderers are required to go to option → Own bid view → Through dashboard and take the print of the envelope receipt as a proof of submitted bid.

- (v) 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.
 - (vi) No manual bids/offers along with electronic bids/offers shall be permitted.
 - (vii) It shall be understood that every endeavour has been made to avoid error which can materially affect the basis of Tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on its account thereof. (this should be part of covering letter)
 - (viii) Once the PQ (or) technical (or) un-priced commercial bids are opened, tenderers can see the list of tenderers who have participated in the bid by logging on to the portal under their user ID and password and clicking on Other Bids view.
 - (ix) Subsequently, once the price bids are opened , tenderers can see the rates quoted by all the participating bidders using the same option.
7. 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 tenderers for any interruption or delay in access to the site irrespective of the cause. It is advisable that tenderers 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.
8. 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.
9. Bidders are requested to read following conditions in conjunction with various conditions, wherever applicable appearing with this bid invitation for e-Tendering. The conditions mentioned here in under shall supersede and shall prevail over the conditions
10. How to submit On-line Bids / Offers electronically against E-Procurement tenders:
- (i) Vendors / Bidders are advised to read the following instructions for participating in the electronic tenders directly through internet.
 - (ii) Late and delayed Bids / Offers after due date / time shall not be permitted in E-procurement system. No bid can be submitted after the last date and time of submission has reached. (However if bidder intends to change the bid

already entered may change / revise the same on or before the last date and time of submission deadline). The system time (IST) that will be displayed on e-Procurement web page shall be the time considered and no other time shall be taken into cognizance.

- (iii) Bidders are advised in their own interest to ensure that bids are uploaded in e-Procurement system well before the closing date and time of bid.
 - (iv) No bid can be modified after the dead line for submission of bids.
 - (v) No Manual Bids / Offers along with electronic Bids / Offers shall be permitted.
11. What is a Digital Signature? This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain trusted Certifying Authorities (CA) who in turn allot on a regular basis Digital Certificates, Documents which are signed digitally are legally valid documents as per the Indian IT Act (2000).
12. Why is a Digital Signature required? In order to bid for Bharat Corporation e-tenders all the vendors are required to obtain a legally valid Digital Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The Digital Certificate is issued by CA in the name of a person authorized for filing Bids / Offers on behalf of his Company. A Vendor / Bidder can submit their Bids / Offers on-line only after digitally signing the bid / documents with the above allotted Digital Signatures.
13. Steps for obtaining Digital Certificate: Digital Certificate can be obtained by the following steps:
- (i) Visit the site of the licensed CA, <http://www.ncodesolutions.com> using internet browser.
 - (ii) Apply online for a class 2 / 3 Digital Certificate for the designated individual with the name of Organization. Ensure the Digital Certificate is legally valid in India.
 - (iii) For making payment and submission of documents required for issue of the Digital Certificate, follow the instructions on the CAs website.
 - (iv) Use the class 2 / 3 Digital Certificate thus obtained for online bidding on BPCL e-Procurement site.
14. Pre-Bid Conference: BPCL may arrange and notified Pre-Bid Conference in the tender and any clarification with regard to tender shall be sorted out during the pre-bid conference. Bharat Petroleum may also arrange demonstration of the e-Procurement system to the vendors who will be present during the pre-bid conference.
15. Submission of Documents:
- (i) Vendor is required to save / store their bid documents for each item into their computers before submitting their bid into e-tender box.

- (ii) Bidders shall make their own arrangement for e-bidding. The Price Bid and Unpriced Technical Bids have to be submitted online only. However, documents which necessarily have to be submitted in originals like EMD and any other documents mentioned in the tender documents have to be submitted offline. Prices should not be submitted in a sealed envelope. BPCL shall not be responsible in any way for failure on the part of the bidder to follow the instructions. Further BPCL in any case will not be responsible for inability of the bidder in participating in the event due to ignorance, failure in Internet connectivity or any other reason.
- (iii) It is advised that the bidder uploads small sized documents preferably (up to 5 MB) at a time to facilitate in easy uploading into e-Procurement site. BPCL does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission.

16. Submission and Opening of Bids :

- (i) Bid along with all the copies of documents should be submitted in e-form only through BPCL e-Procurement system.
- (ii) Before the bid is uploaded, the bid comprising of all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document after attaching digital signatures, the digital signature shall again be attached to the modified documents before uploading the same.
- (iii) The authenticity of above digital signatures shall be verified through authorized CA after bid opening and in case the digital signature is not authorized / valid, the bid will be rejected. Bidder shall be responsible for ensuring the validity of digital signatures and proper usage of the same by responsible persons who can bid for the bidder. Power of attorney of the signatory, issued by the bidding company should be submitted along with other documents as per tender conditions in physical form.

17. Last Date for Submission of Bids:

- (i) Bidders are advised in their own interest to ensure that bids are uploaded in E-Procurement system well before the closing date and time of bid.
- (ii) Vendors / Bidders must use any computer having Windows 2000 or Windows XP versions or higher of Window operating system and an internet web browser version internet explorer V 6.0 or higher recommended.

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

19. M/s.C1 India at contact no +912266865600/ 01/08/10/33 followed with an e-mail to Id bpclsupport@c1india.com.

3. **TECHNO-COMMERCIAL BID:**

a. **BID QUALIFICATION CRITERIA:**

Vendor should qualify (Pass) each of the following Bid Qualification Criteria.

In case, Vendor is a Group Company then credential of parent/Group companies shall be considered to establish the above mentioned Capability and Capacity.

Group companies are defined as under:

- i) **Group Company - Parent Company and Direct Subsidiaries**
If the Parent Company directly holds 51% or more of the equity share capital in their subsidiary companies, then such subsidiary companies are called direct subsidiaries and shall be considered as part of group companies.
- ii) **Group Company - Parent Company and Indirect Subsidiaries**
If a direct subsidiary of the Parent Company holds 100 % of the equity share capital in their subsidiary companies (including 100 % subsidiary companies of subsidiary companies), then such subsidiary companies are called indirect subsidiaries and shall be considered as part of group companies.

Documents required in evidence of group company:

- a. Company profile
- b. Annual report
- c. Letter from the Parent /Subsidiary Company giving details of holding.

Criteria 1: Capability and Capacity for the job:

Vendor or their group companies should have Installed and Commissioned any of the following forecourt equipments at Retail Outlets of Petroleum / Oil Marketing Company (OMC) viz:

- a. Retail Automation Systems
- b. Automatic tank gauging system (ATG)
- c. Multiple Product Dispenser(MPD) Units
- d. CCTV systems.
- e. Electronic Data Capturing (EDC) machines
- f. Point Of Sales (POS) Machines.

At minimum Twelve (12 nos) Retail Outlets / Petrol Stations in the last 7 (Seven) years (ending on due date of this tender) aggregating various orders.

Documents Required from Vendors towards evidence for criterion no 1 above:

- a) Copies of work order(s) / contract(s) / agreement(s).
- b) Copies of work completion certificates from customer
- c) Final bills / invoices
- d) Certificates from approved TPIA (LRIS/ DNV/ IRS/ EIL/ UL/ TUV) verifying and confirming points a,b,and c above. All charges towards the same are to be borne by the vendor/ bidder.

Criterion 2: Service Network and Maintenance of Petroleum Retail Outlet Forecourt Equipments:

The vendor or their group companies should have maintained following forecourt equipments at Retail Outlets of Petroleum / Oil Marketing Company (OMC) viz:

- a. Retail Automation Systems
- b. Automatic tank gauging system (ATG)
- c. Multiple Product Dispenser(MPD) Units
- d. CCTV systems
- e. Electronic Data Capturing (EDC) machines
- f. Point Of Sales (POS) Machines.

At minimum Twelve (12 Nos) Retail outlets in the last seven years (ending on due date of this tender) aggregating various orders.

- i. For the criterion 2, the vendor should have support network in Delhi city adequately qualified & skilled manpower for supporting the equipments to be used in RFID based customer identification.

Documents Required from Vendors towards evidence for criterion 2 above:

- a) Copies of work order(s) / contract(s) / agreement(s).
- b) Final bills / invoices
- c) Certificates from approved TPIA (LRIS/ DNV/ IRS/ EIL/ UL/ TUV) verifying and confirming point a & b above. All charges towards the same are to be borne by the vendor/ bidder.
- d) Vendor should provide details of its service / support network along with details of personnel - contact person name, contact number(s) & addresses in Delhi City.

Criterion 3: Financial Capability:

- i. **Turn over:**

The vendor or its Holding Company should have achieved a minimum average Annual financial turnover of Rs.79.00 Lakh during the last three financial years (2011-12, 2012-13 & 2013-14.

ii. Financial Net worth:

Net worth is defined as TOTAL ASSETS MINUS TOTAL LIABILITIES. Net worth of the vendor or its holding company should be positive in the last accounting year.

Net worth is an indicator of the current financial health of the bidder.

Holding company is defined as the company which holds 100% of the equity share capital of the vendor directly or indirectly.

Documents Required from Vendors towards evidence for i , ii above:

Copies of audited balance sheets and Profit & Loss Accounts for the Financial years 2011-12, 2012-13 and 2013-14 .

Vendors/Bidders not satisfying all or any of the above mentioned criteria shall be summarily rejected.

Price bids of techno-commercially (Bid qualification/ Technical qualification/ qualification) qualifying bidders only will be opened.

b. TECHNO-COMMERCIAL TERMS :

All the tender documents and Annexures, Bid Qualification, Technical & Functional Requirement, Techno-commercial and Other Details, Price Bid and declaration forms as well as all uploaded documents shall form the part of the tender.

Offers should strictly be in accordance with the tender terms & conditions and our specifications.

Tenderers are requested to carefully study all the documents/annexures and understand the conditions, specifications etc, before submitting the tender and quoting rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.

Following details/ Loading factors for price forms shall be entered by the bidder in the techno-commercial terms and conditions. These will be then loaded at the time of price bid opening shown under 'Loading' in the respective price forms for evaluation.

Price Form I :For component supply:

A	S.T./ (CST/VAT) in %	Vendor to confirm the % while submission of tender
---	----------------------	--

Price Form II : For Installation, Integration and commissioning

A	Service Tax (inclusive of cess) on Installation, integration & commissioning charges in %	Vendor to confirm the % while submission of tender
----------	--	--

Price form III : For CAMC Charges

A	% of CAMC charges on which Service Tax is applicable	Vendor to confirm the % while submission of tender
B	% of CAMC Charges on which VAT/S.T. is applicable	Vendor to confirm the % while submission of tender
C	Service Tax (inclusive of cess) on CAMC in %	Vendor to confirm the % while submission of tender
D	ST/VAT on CAMC in %	Vendor to confirm the % while submission of tender

Vendor to upload a confirmatory letter covering all the above mentioned the loading factors.

c. SCOPE OF WORK:

1.OBJECTIVE:

The objective of the tender is to establish an Rate Contract for Supply, Installation, Integration, Commissioning and post warranty comprehensive AMC for two years for equipments to be used for RFID based customer Identification system at 30 Retail Outlets in Delhi City. This Annual Rate Contract shall be valid for one year from the date of LOI/Agreement whichever is earlier.

2.SCOPE:

Scope of this tender includes the supply, installation, integration, testing & commissioning of equipments viz, LED screens with media controller, RFID UHF Antenna and readers and liaise with Automation vendor to integrate these equipments with Automation integrated RFID solution, training and post warranty comprehensive AMC support of the solution of two years of the select 30 Retail outlets in Delhi city. Bidder/Vendor shall offer the equipments, as defined in the technical specifications (Technical and Functional Requirement) of the tender document. RFID tags would be supplied by BPCL/BPCL Dealers through Automation Vendor. All the equipment associated cabling, mounting bracket, etc as required shall be included in the scope of the vendor.

d. TECHNICAL & FUNCTIONAL REQUIREMENTS

1. RFID Reader:

Technical Requirements	Values
Air Interface Protocol	EPCglobal UHF Class 1 Gen 2 / ISO 18000-6C
Frequency (UHF Band)	865~867 MHz as per India region
Operating System	Please Specify
Performance	All possible performance configurations
Antennas	2 and 4 high performance, monostatic antenna ports
Transmit Power	+10.0 to +31.5 dBm (PoE) +10.0 to +32.5 dBm (external universal power supply)
Max Receive Sensitivity	Maximum -82 dBm
Read Range	upto 6 meters with suitable antenna
Min Return Loss	10 dB
Application Host Interface	EPCglobal LLRP, Octon SDK
Network Connectivity	10/100 BaseT Ethernet (RJ45)
IP Address Configuration	DHCP, Static,
Time Synchronization	Network Time Protocol (NTP)
Management Interfaces	<ul style="list-style-type: none"> • Web Management UI • EPCglobal Reader Management v1.0.1
Firmware Upgrade	<ul style="list-style-type: none"> • Dual image partitions enable smooth transition to new firmware while the reader is still operating • Scalable upgrade mechanism enables simultaneous scheduled upgrades of multiple readers • USB Flash Drive • Web Management UI
USB	<ul style="list-style-type: none"> • USB 1.1 Device (Type B) and Host (Type A) ports • USB Virtual COM Serial Port and USB drive support for embedded applications
GPIO Port	Pl Specify
Power Sources	<ul style="list-style-type: none"> • Power over Ethernet (PoE) IEEE 802.3af • +24 VDC @ 800mA via external universal power supply with locking connector
Environmental Rating	IP 52
Shock and Vibration	Mil-Std-810G Certified
Operating Temperature	-20 °C to +50 °C
Humidity	5% to 95%, non-condensing

2. RFID Antenna:

Technical Specifications	Values
Frequency Range	865-870 MHz
Gain	8.5 dBic
Maximum VSWR	1.5:1
3 dB Beamwidth - Azimuth	70°
Front to Back Ratio	18 dB
Polarization	Circular
Max input Power	10 W
Max Output Power	6 W
Input Impedance	50 Ohms
Axial Ratio	1dB Typical
Read Range	upto 6 meters
Operating Temp	-25° C to 55° C

Functional Requirements:

- Antennas and readers would be mounted on the false ceiling of the Canopy. The location would be decided as per the range and position of tags on the vehicle.
- BPCL shall provide the cabling and necessary assistance for installation. Vendor to coordinate with BPCL vendor for mounting the equipments on the false ceiling.
- RFID tags to be supplied by BPCL/ BPCL dealer through Automation vendor:
 - Operating frequencies: EU: 865 – 868 MHz, US: 902 – 928 MHz
 - Tamper proof: A tamper-evident option with strategically placed slits in the label
 - Reading range:- Up to 12 meters (reader dependent)
 - Writing range:- Up to 4 meters (reader dependent)
 - Dimensions: 4.2 x 1.1 in
 - Thickness 0.022 in
 - Weight: 2.2 grams (0.078 oz)
 - Adhesive: Low surface energy, pressure-sensitive adhesive(3M)
 - Encapsulation material: 0.002" thick white polyester
 - Programmable data field: According to EPC Gen 2, ISO 18000-6C, 96 bits
 - Usable Memory- 512 bits
 - Color: White with print
 - Numbering Options: Serialized/ Unserialized numbers and barcode (Optional)
- Environment: -25 °C (-13 °F) to +80 °C (+175 °F) Resists moderate solvents and caustics/acids
- The equipments should be intrinsically safe and suitable for installations in Petroleum forecourt environment. Vendor may be required to take necessary statutory approvals as required for the purpose without any additional cost to BPCL.

3. LED screens with media controller:

Technical Specifications		Min Values
Display	Screen Size	32 "
	Module	Direct-LED
	Resolution	FHD (1920 X 1080)
	Aspect ratio	16:09
	Brightness	300 nit (min)
	Contrast Ratio	5000:1
	Orientation	Landscape and Portrait
Power	Power Consumption (Max)	65 W
	Power Supply	AC 100 - 240 V~ (+/- 10 %), 50/60 Hz
Processor and Media controller	Split screen signage	yes
	Files supported	videos (all formats like AVI, MP4,etc) and pictures
	Processor and Media Controller	To support embedded windows OS, Quad Core processor, 1 GB RAM, high performance video processor
	Internal Storage	4 GB
	Software	Temperature Sensor, Pivot Display, Clock Battery(80hrs Clock Keeping), Built in Speaker, Wi-Fi Module Embedded, All Share Screen Mirroring, SD Card Slot
	Hardware	, Auto Source Switching & Recovery, RS232C/RJ45 , Plug and Play (DDC2B), PIP/PBP, Image Rotation, Button Lock, DP 1.2 Digital Daisy Chain (Supporting 2x2 UHD Resolution, HDCP Support), Smart Scheduling, Smart F/W update, embedded media player, Firmware Update by Network, Template for Vertical Usage, Multi Channel, Mobile Control, Event Schedule, Backup Player,
Features	VESA Standard Wall Mount Interface	200mm X 200mm
Connectivity	Digital	HDMI(1)
	Analog	RGB(1)
	Audio	RGB(1)
	External Control	RS232C(1), RJ45(1), IR(1)
	USB	Yes(1)
	Audio	Speaker L/R
	External Control	RS232C(1)

	File Play with USB	Yes
Enviornmental Conditions	Operation Temperature	0 to 40 degrees
	Operation Humidity	10% to 80%
	Equipment placement	Suitable for outdoor operations
Standard (Certifications)	Emission Standard	EMC-FCC Class "A" / CE / KCC
	Energy rating	Energy Star 6.0
	Safety	UL or equivalent

Functional Requirements:

- Vendor shall be required to mount the screens at the forecourt as directed by BPCL.
- Vendor should liaise up and work closely with Automation vendor to integrate the equipments like Antennas, readers and screens for achieving final integrated stage of RFID based customer identification.
- Vendor to arrange for SDKs and API documents for all the supplied devices to enable hassle free integration of these equipments with automation integrated customer identification software.
- Vendor shall be required to obtain CCOE approval for the entire architecture as and when required. Vendor shall be required to furnish all the necessary documents, certifications, etc as desired by the CCOE department. The approval may also include seeking compliance certification from CCOE approved testing lab for the integration of various equipments which would also be in vendor s scope without any additional cost.

e. HOLIDAY/BLACK LISTING

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

I/ We hereby declare that I/we, M/s. _____ , has or have not been placed on blacklist or holiday list declared by any Government, semi-Government & Public Sector undertakings including the Oil companies or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below

(Here give particulars of blacklisting or holiday listing and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, BPCL or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place : _____ Signature of Bidder: _____ Date : _____ Name of Signatory: _____

This declaration should be submitted along with Bid/offer.

f. PERFORMANCE BANK GUARANTEE FORMAT:

(On Non-judicial paper for appropriate value)

To,

Bharat Petroleum Corporation Limited

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 of 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)

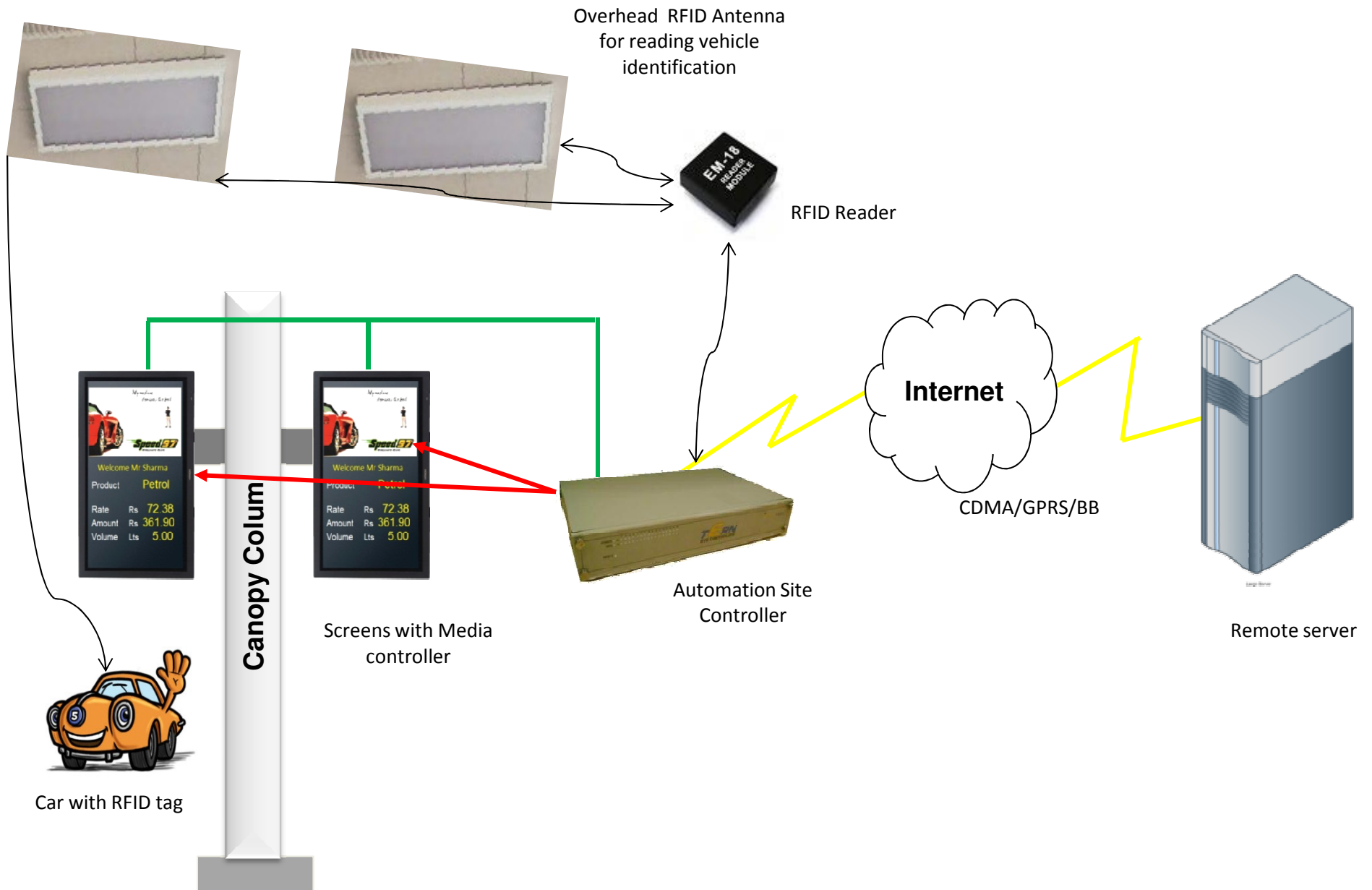
NAME & DESIGNATION

NAME OF THE BANK

g. CHECK LIST FOR TENDER DOCUMENT SUBMISSION:

Document	Attached/ Submitted/ Uploaded	Remark
EMD		
While filling up CAMC charges, enter total delivered cost of supply items and Installation and commissioning charges including taxes before entering the final % as CAMC charges.		
Documents in evidence for BQ criteria		
All the tender documents upload.		
Upload the loading factors.		
Integrity pact uploaded dully filled		
Declaration for Holiday listing/ black listing		
Copy of PAN Card		
MSME Registration Certificate (Micro and Small) [if applicable]		
Certified copies of Partnership Deed/ Memorandum & Articles of Association & Certificate of registration with the Registrar of Companies (if applicable).		

ANNEXURE I - Architecture



1. In case of duplication of any clause given in the tender document including the General Purchase Conditions, clauses given in this document shall supersede the clauses mentioned elsewhere.
2. The tendered items would be treated as 'Single LOT' for award of Rate Contract (i.e. Price bid evaluation would be carried out for all the tendered Items as a 'Single LOT'). Hence vendor shall have to quote for all the tendered items and part quantities will not be entertained.

BPCL RETAIL ENGG will award the Rate Contract to the successful Vendor as per Order Award /Evaluation Criteria as given in this document below) .Call-Offs/Purchase orders will be placed against this Rate Contract by BPC DELHI and related payment will also be processed and released by them towards order fulfilment

The above Regionwise Nos are indicative and may vary as per actual requirement.The total requirement of different equipments at 30 Retail Outlets is also indicative and BPCL reserves the right to execute the contract in totality or reduce the quantity as per actual requirement.

3. Bidders can bid , provided they meet all the respective Bid Qualification Criteria & technical requirements. Bidder to bid and qualify techno-commercially for all the tendered items as a 'Single LOT'.

The Bid Qualification Criteria and Technical Cum Commercial bids would be opened Online on the given due date and time. Vendors/Bidders not satisfying all or any of the Bid Qualification criteria shall be summarily rejected. The price bid of techno-commercially qualified bidders only shall be opened and commercially evaluated as per the order award/evaluation criteria.

4. Your prices will remain firm till the entire execution of call-offs/Purchase orders against the Rate Contract and during Comprehensive Annual Maintenance Contract.
5. Materials are required to be arranged only against call-off/purchase order.BPCL would not be responsible for arrangement of materials by vendor in anticipation Of call-off /purchase order in advance.

6. EARNEST MONEY DEPOSIT (EMD):

Indian Bidders: EMD of Rs.1,00,000/- (**Rs. 1 Lacs 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 **CH MGR (RE), RHQ** 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:

**CH MGR (Retail Engineering)
BPCL, Retail Head Quarters,
12th Floor, E- Wing
Maker Towers, Cuffe Parade,
Mumbai-400005**

BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc.

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

Such vendors must upload a photocopy of valid NSIC Registration Certificate/ Review certificate duly attested by a gazetted officer/notarized, (photocopy of application for registration as NSIC or for renewal will not be acceptable) failing which such bid will be treated as bid received without EMD and liable to be rejected.

- a) EMD of all the other unsuccessful vendors shall be released after tender finalization. The EMD of the successful vendor will be retained till the submission of performance bank guarantee for 10 % of the contract value by the vendor. No interest will be payable on the EMD.
- b) Bid received without the EMD if applicable, is liable to be rejected.
- c) Cheques, cash, Money Orders, Fixed deposit Receipts, Bank guarantees etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD.

d) EMD is liable to be forfeited in the event of :

- i. Vendors withdraw or alter their bid during the bid validity period
- ii. Non-acceptance of LOI/order, if and when placed.
- iii. Non-payment of Performance Bank Guarantee amount against LOI within the stipulated period of 30 days from date of receipt of Rate Contract.

7. Post commissioning, vendor shall extend one year of the warranty for all the equipments. Vendor to ensure that the equipments are up and running during this one year period. The complaints shall be monitored through BROMA.

8. Post Warranty Comprehensive Annual Maintenance Charges (AMC):

BPCL would like to enter into post warranty Comprehensive AMC contract for a period of total two Years for TV screens and RFID Antennas and Readers at Retail outlets .

**Post Warranty Comprehensive Annual Maintenance Charges (CAMC):
Threshold limit for Vendor will be as given below.**

**“Post Warranty Comprehensive Annual Maintenance Charges (CAMC) of equipments at Retail Outlet (RO) shall not be less than 5% of total delivered cost of supply of equipments including packing and forwarding and Total delivered cost of Installation, Integration and commissioning per RO per Year in INR .
The Comprehensive Annual Maintenance Charges (AMC) applicable post warranty of system would be derived based on the price bids of the tender.”**

Vendor should note that post warranty CAMC charges of Retail Outlet can not be less than 5 %; however vendor is free to quote 5% or any higher rate.

For example,

Assume

- (i) Total delivered cost of supply of equipments including packing and forwarding and Total delivered cost of Installation, Integration and commissioning per RO per Year in is Rs. A .
- (ii) Total no. Of ROs is 30
- (iii) If the vendor has quoted 8% as Comprehensive AMC rate (i.e.>5% threshold limit)
- iii) The Comprehensive AMC charges per year per RO would be $(A*0.08)/ 30$
- iv) Total CAMC charges per RO for two years is $2 X [(A*0.08)/ 30$

- v) Total CAMC charges for 2 years is $2 \times (A \times 0.08)$

Vendor should refer the price bid for **Comprehensive Annual Maintenance Charges (AMC) post warranty of Retail Outlet (RO)** and fill up the total of the following values (i) and percent of Comprehensive AMC (not less than 5%).

On opening the Price bid, the e-tendering system would calculate the Comprehensive AMC amount in INR. **For evaluation purpose the actual total from the respective price form for i) and ii) shall be added and considered in case a difference in these values is observed as entered by the bidder/vendor.**

Any vendor quoting AMC charges below the above mentioned threshold limit will be disqualified.

BPCL (Retail Engg.-Regional Office/ Retail Engg. HQ) would enter into a separate rate contract for CAMC valid for two years. These services would be availed by BPCL Retail territories/Retail Engg (Regional/HQ) office and the payment for the same would be released by BPCL Retail after completion of the jobs on quarterly basis.

9) EVALUATION/ ORDER AWARD CRITERIA :

BPCL will award the Rate Contract against this tender to the qualified Single vendor/Bidder with Lowest Evaluated bid. The evaluation will be done based on the total cost to BPCL. 100% tendered quantity shall be awarded to the lowest quoted vendor/bidder. BPCL would determine /establish the Lowest Bid on Single LOT basis. Details of the "Single Lot" and Bill of Quantities are mentioned in the tender.

However, Micro and Small Enterprise 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, quoting price within price band of L1+15 percent shall be allowed to supply 20% portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply 20 percent of total tender value.

In case more than one such Micro and Small Enterprise, the 20% supply shall be shared proportionately (to the tender quantity) based on the least cost principle to BPCL.

The Lowest Evaluated bid will be determined /established after considering the Overall Net Cash Outflow to BPCL i.e Total Delivered Cost at RO sites for Supply of tendered Items + Total Installation, Integration & Commissioning Charges + Total post warranty Comprehensive AMC for 2 yrs ,in INR, for 30 Retail Outlets as per the Price bid .

10) DELIVERY:

Unless otherwise mentioned, Vendor is requested to submit their best delivery schedule from the date of receipt of Purchase order to meet the delivery timelines.

Time of delivery mentioned in the purchase order shall be essence of the agreement/contract. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.

The contractual delivery period is inclusive of all the lead time for engineering /procurement of raw material, the manufacturing, inspection/ testing, packing, transportation or any other activity whatsoever required to be accomplished for effecting the delivery at the required delivery point.

All the above tendered Items are required to be delivered on 'Door Delivery Freight paid' basis at BPCL Retail Outlet locations as given in the call-off/purchase order against the Rate Contract .

Tendered Items are to be delivered at Retail outlets all over India. The responsibility of Insurance of tendered Items during Transit and during storage in Retail outlet up to Installation & commissioning would rest with the vendor.

Price form:

The Determination/establishment of Lowest Evaluated Bid - In case of involvement of only Indian offer/s:

The Lowest Evaluated Bid will be determined /established after considering total cash out flow to BPCL taking into account the following elements .

- i. Basic Price inclusive of Packing & Forwarding charges - As quoted by the vendor,
- ii. Taxes and Duties - As quoted by the vendor (**C Form will not be issued by BPCL**)
- iii. Average Firm Freight Charges- As quoted by the vendor by Road on 'Door Delivery Freight Paid basis' (i.e. Door Delivery at respective location).
- iv. Insurance -vendor will be responsible to Insure the tendered Items during Transit and also during storage at Retail Outlet up to the stage of Installation & Commissioning.
- v. Installation, Integration, Testing & Commissioning charges -As quoted for by vendor .
- vi. Post Warranty Comprehensive Annual Maintenance Contract (AMC) charges and Taxes -As quoted by vendor for 2 years post warranty of Retail Outlets .
- vii. All other terms will be as per Tender General Purchase Conditions and Special purchase conditions as applicable.

Vendor to quote CAMC charges in % (Percent -not less than 5%)and taxes applicable for the same. Income Tax (TDS) Or any other Tax as applicable , would be deducted while releasing the payments.

11. PRICE:

- a) All the prices to be quoted in INR only.
- b) Firm and no escalation will be entertained on any ground, except on the ground of statutory levies applicable on the tendered items as per the General Purchase Conditions.
- c) The cost of all equipment/tools/templates etc. used for implementation shall be included in the quote. The quote also shall include the rates of lodging, boarding, travel, local travel and all other expenses related to the project. No extra payment will be made on account of any of these at a later date.
- d) Vendor/ bidder shall ensure that the complete scope of work as defined or as may be required for the intended objective of the tender has been included in the quoted price. No extra payment will be made in order to achieve the intended objective. Reasons like, bidder did not envisage/ consider a particular activity or element of cost required for achieving the intended objective or some activity not explicitly mentioned in the tender document but required for achieving the intended objective, shall not form basis for considering extra payments.
- e) For working on extended hours/ Saturdays/ Sundays/ Holidays to meet the committed/ required time schedules, no extra payment will be made.
- f) No advances will be paid to VENDOR by BPCL

12. CONFIRMATION OF ORDER:

The vendor shall acknowledge the receipt of the LOI immediately and the rate contract within 3 days of receipt of the same respectively. The vendor shall sign, stamp the acknowledgement copy of the LOI/ purchase order and return the same to BPCL.

The timelines for Site completion work are as follows:

VENDOR shall be required to complete the site completion work (supply, installation, integration, testing & commissioning) within the scheduled time period of 3 months (12 weeks) from the date of LOI or call off whichever is earlier. In case the vendor fails to complete the job within the stipulated timelines, then unless such failure is due to Force Majeure as defined & agreed or due to reasons attributable to BPCL, VENDOR shall pay BPCL by way of compensation for delay and not as penalty, a sum @ 0.5 % per week or part thereof (subject to maximum of 15%) on the Supply

component (i.e, excluding the cost of installation, integration,testing and Commissioning & post warranty CAMC Support) per site.

a) PAYMENT TERMS:

Readiness of Retail outlet for Receipt of Supply items and their Installation & Commissioning will be informed to vendor by Retail Territory(Originator of system Purchase order).

- a. After receipt of material at site in good condition along with documents viz,architecture diagram, data sheets, operation manuals; 55% of the Supply component (i.e, excluding the cost of Installation,integration,testing & Commissioning and CAMC Support) shall be paid per site.
- b. The payment of 45% of the value of the Supply component (i.e, excluding the cost of Installation, integration,testing & Commissioning and CAMC Support) will be made after successful installation,testing & commissioning & integration with the Automation & RFID based customer Identification application as per contract, training & site handover of the RO. VENDOR should obtain site sign-off from BPCL/authorized representative . The payment for installation,integration,testing & commissioning shall be made RO wise only after successful site sign-off.
- c. Total Warranty period shall be for one year. No payment shall be made during this period. Warranty of all 30 sites shall start after the successful commissioning and sign off of first 15 sites. If the date of commissioning and sign off is within 1st to 14th of the month, the warranty will start from 1st of the month and if the date is within 15th to 30th/31st of the month then the warranty will start from 1st of the successive month.
- d. Post warranty CAMC periods shall be for two years. 25% of the total post warranty CAMC Support amount for ONE YEAR will be paid after completion of every QUARTER (3 Months) of each year of CAMC Support period by the Territories.

The payment will be made within 30 days after the receipt of all bills/ invoices duly certified by BPCL(Concerned Retail Territories), along with requisite required documents.

On completion of the work to the satisfaction of BPCL's authorized representatives & successful site sign-off, VENDOR shall submit the final bill based on the jointly recorded measurements of the actual work done.

BPCL will have the right to suitably replace/ alter the RO site, in case the RO is not found suitable for the purpose - Site changes can happen pertaining to site issues. There are three scenarios to address-- 1) prior to material delivery-- BPCL may change sites. 2) After

Material Delivery at site and before commissioning -- BPCL will arrange for internal transfer to a new site, vendor to commission at the new site. 3) After Site commissioning if BPCL wishes to change RO, then BPCL will arrange for internal transfer of the material to new site. Vendor will charge for commissioning and integration charges at the new site as specified in the price bid.

b) PERFORMANCE BANK GUARANTEE:

Successful bidder must submit the performance Bank guarantee within thirty (30) days from the date of receipt of Rate Contract. **The successful VENDOR** must submit a Composite Bank Guarantees , equal to 10% (Ten percent) of the total Contract Value (Supply, Installation, integration, testing & Commissioning and CAMC), to BPCL as security for VENDOR's obligation and/or discharge of implementation of VENDOR's liability in connection with the performance/execution of the said contract.

The bank guarantee must be from any scheduled bank. (Other than the co-operative banks) in India, acceptable by BPCL. Supplier shall furnish the Performance Bank Guarantee as per BPCL format (Format enclosed for ref.) through the branches of Indian Public Sector Banks operating in their country or these are counter guaranteed by Indian Bank branches in their country.

Performance Bank Guarantee from Indian branches of foreign (vendors) banks will be accepted only if the Indian Branch of the bank is recognized as scheduled bank by Reserve Bank of India. However, Bank Guarantee from foreign branch bank will be accepted only if the same is counter signed by their Indian Branch or any Scheduled Indian Bank.

The Bank Guarantee to be Valid for 45 Months (3 months contract period plus one year Warranty plus Two years post warranty CAMC period plus 6 month claim period) Further ,It would be responsibility of the successful vendor to extend the validity of PBG such that the last commissioned Retail Outlet shall also be covered for 42 months (One year Warranty plus Two years post warranty CAMC period plus 6 month claim period)

In case of any loss or damage, costs, charges and expenses suffered by BPCL, by reasons such as non performance of VENDOR or any breach of any terms and conditions of the contract by VENDOR, BPCL will have the right to invoke the said bank guarantee. VENDOR shall pay to BPCL, any excess of expenditure incurred by BPCL. The decision of BPCL in this respect will be final and binding on VENDOR. It intentionally includes:

- i. Defect liability that may arise during the defect liability period (Observation period as mentioned in ' Methodology of Execution' above)

- ii. VENDOR's non-performance as per the contract.
- iii. If the time period for the completion of work is extended, the bank guarantee will have to be extended by the same period before the expiry of the same.
- iv. VENDOR must rectify/ replace any defect in services/ materials, which may arise or lie undiscovered, at their own expense. If VENDOR fails to do so, BPCL has the right to rectify the said defects by invoking the bank guarantee. VENDOR shall pay to BPCL, any excess of expenditure incurred by BPCL. The decision of BPCL in this respect will be final and binding on VENDOR.
- v. VENDOR shall remain responsible for breach of any terms and conditions of the contract in letter and spirit and also for its satisfactory performance. In case of breach of contract, BPCL will have the right to invoke the said bank guarantee. The decision of BPCL in this respect will be final and binding on VENDOR.

For submitting the bank guarantee, the following instructions should be followed:

- i. All bank guarantees should be unconditional, without demur and can be invoked on presenting to the issuing bank.
- ii. All bank guarantees should be submitted in the prescribed format, with necessary claim period to provide sufficient time to lodge a claim after the expiry of the bank guarantee.

In case PBG is not provided by the Vendor, 10% of the contract value shall be retained in lieu of PBG and shall be released 6 (six) months after the expiry of last CAMC period.

13. VALIDITY OF OFFER:

The rates quoted against this tender shall be valid for a period of 180 Days from the date of opening of the tender.

14. RECOVERY FOR DOWNTIME DURING WARRANTY AND POST WARRANTY COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:

VENDOR to ensure that the uptime of all the equipments is at least 98% at every RO. Rs.500 (Five Hundred) per day per Retail Outlet beyond 2% permitted downtime for failures including partial failures calculated over 3 months (90 days) shall be deducted. The same will be calculated as recorded in BPCL's own system of maintenance of each Retail outlet i.e. BPCL online maintenance system- BROMA⁺.

For Warranty & CAMC Support period, down time calculation will be as under:-

- A. Period of calculation: **Quarterly (90 Days)**
- B. Unit of measurement : **Each RO**
- C. RO's downtime: **Equipments, partially or fully has remained non-functional for number of days in a Quarter i.e.three months (90days).**
- D. Permissible downtime in RO days for each RO = **2% of a Quarter ,i.e. 0.02*90 days**
- E. Penalty calculation for a Quarter (90 Days)= **(C-D)* Rs. 500/- in case (C) > (D)**

15. CONFIDENTIALITY OF TECHNICAL INFORMATION:

Architectures, Drawings, Technical and functional specifications, customization and other relevant details shall be the property of BPCL and shall be returned by the Vendor on demand. The Vendor shall not make use of these details for any other purpose at any time save and except for the purpose of BPCL. The Vendor shall not disclose the technical information furnished to or organized by the Vendor under or by virtue of or as a result of the implementation of the Purchase Orders to any person, firm or body or corporate authority and shall make all endeavours to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the vendor by BPCL shall at all time remain the absolute property of BPCL. Imparting of any Confidential Information by the Vendor will be breach of contract.

The Successful VENDOR shall maintain utmost confidentiality. The vendor shall not copy any document/ information and shall not divulge any knowledge of systems or procedures of BPCL, which come to VENDOR's knowledge during the bidding or contract execution process. If there is any breach of on this account the work contract is liable to be terminated by BPCL

BPCL will have the right to take appropriate legal action against VENDOR for breach of any copyright or infringement of intellectual property of BPCL disclosed to VENDOR during the bidding or contract execution process.

16. SUBMISSION OF INVOICES:

All the Invoices should be addressed in the name of - Respective Retail Territories.

All invoices must be Tax invoices and must at least have following Basic Entries.

- a) Invoice should be addressed as mentioned above
- b) It should have a Serial number and date
- c) Name, address, and registration number of the vendor/service provider.
- d) Name and address of the recipient of service (BPCL)
- e) Description, Classification and Value of taxable goods and service being rendered
- f) The amount of service tax payable should be mentioned separately along with rate of service tax and break-up of the same.

g) Break up of applicable taxes as paid by the vendor such as Excise, Sales tax (VAT/CST),etc

The call off letters shall specify the billing address as well as shipping address. Vendor to mention the same in his invoice clearly.

The responsibility for the safety, security and accounting of the materials and equipment brought or installed by the successful vendor or handed over to him by BPCL for completion of the RFID based customer Identification will remain with vendor till the successful site sign-off is completed. Any damage caused to the material/ equipment during the execution of RFID based customer Identification will be made good by the successful vendor at his cost.

The successful vendor shall not undertake himself any change in specifications mentioned in the tender documents. In case of doubts vendor shall refer the matter in writing to BPCL and act as per clarifications given by BPCL.

If the performance of the successful vendor is found to be unsatisfactory, BPCL reserves the right to cancel in part or the whole of the contract and get the job executed through alternative means at the entire risk and cost of the successful vendor.

17. WORKING HOURS

The job in the existing Company's premises should be carried out during the Retail Outlet working hours and without obstructing day-to-day operations in the establishment. If any job related activity is required to be carried out beyond normal Retail outlet working hours, prior permission should be obtained before undertaking such activities.

18. OTHER CONDITIONS

The progress of the job is likely to be interrupted on account of routine operations at the Retail Outlet. Stowage of supply of equipments under such circumstances shall not entitle the successful vendor to claim any compensation for idling, machinery etc. during such interruptions.

The successful vendor shall arrange for the competent supervisor to be present at site at all times during the execution of job, who shall be duly authorized to take instructions from BPCL and execute them.

The successful vendor and his team shall abide by all security / Safety rules / regulations in force at locations and the laws, bye laws, and statues of Government, semi-Government and other local authorities such as requirements / liability under enactment like Contract Labour Act, etc. as required for successful implementation of the project. BPCL shall stand indemnified against any claims on these aspects. The successful vendor and his team shall strictly abide by "No Smoking" and other applicable petroleum regulations on the premises.

19. FIELD MANAGEMENT

Vendor shall co-ordinate with the various agencies deputed by BPCL for carrying out associated jobs like cabling, conduiting, placing of equipments,etc. to ensure timely completion of the job. It shall be responsibility of the vendor to plan and execute strictly in accordance with the instructions of BPCL's site in-charge.

20. SITE PARTICULARS:

Non- familiarity with the site conditions will not be considered as reasons for extra claims or for not carrying out the job in strict conformity with the approved drawings and technical and functional specifications.

21. COMPLETION DOCUMENTS:

As a part of completion documents, the Vendor shall submit in triplicate the following documents.

- a. The technical documents according to which the job was carried out.
- b. Details of equipments and Test/Configuration reports.
- c. Operations & maintenance manuals of RFID readers, antenna and reader equipments.
- d. Site sign-off document
- e. Training confirmation from BPCL Engineering in-charge/authorized dealer.
- f. Any other documents as stated elsewhere in the tender/contract.

g. Vendor has to provide following Manuals (in e-Form) for components of the system and for the whole system.

- i) Technical Document
- ii) Operation Manual
- iii) Maintenance manual

Vendor has to provide hard copies of the above mentioned manuals in the following manner:

- i) One set in Delhi Territory Office
- ii) One set for North Regional Office.
- iii) One set for BPCL RHQ.

ANNEXURE IV

(To be executed on plain paper and applicable for all tenders of value above Rs. 1 crore)

INTEGRITY PACT

Between

Bharat Petroleum Corporation Limited (BPCL) hereinafter referred to as "The Principal",

And

.....hereinafter referred to as "The Bidder/Contractor/Supplier"

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for Annual Rate Contract for RVI jobs at Retail Outlets in the Uttar Pradesh (West) and Uttarakhand. CRFQ Reference 1000128955. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution

c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Contractor/Supplier

(1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the

contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders / Contractors /Suppliers/ Subcontractors

(1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Punitive Action against violating Bidders / Contractors / Suppliers/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitors

(1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon

his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Supplier/ Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

Place

Date

For the Bidder/Contractor/ Supplier

Witness 1 :

.....
(Signature/Name/Address)

Witness 2 :

.....
(Signature/Name/Address)