



**Tender No.RL.HQ.TPT.VTS.2015**

**NOTICE INVITING TENDER**

For Supply, Installation, Testing, Commissioning, Operation and Maintenance of  
GPS based Vehicle Tracking System For Tank Lorry Fleet Of  
Bharat Petroleum Corporation Limited

**DUE DATE & TIME OF BIDS SUBMISSION : 15-09-2015 at 14:00 hours**

by

Retail Business Unit  
Logistics Department  
Bharat Petroleum Corporation Ltd.  
12<sup>th</sup> floor, 'E' Wing, Maker Towers  
Cuffe Parade,  
Mumbai – 400 005 (India)

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**NOTICE INVITING e-TENDER**  
**(On-line Electronic Bids)**  
**FOR VEHICLE TRACKING SYSTEM (VTS) ON TANK LORRIES**  
(Published on : 25-08-2015)

E-bids are invited from eligible Tenderers/Bidders for providing end-to-end solution/services for Vehicle Tracking System (VTS) on MS/HSD tank lorry fleet of BPCL, Transporters and Retail Outlet Dealers.

1. Bharat Petroleum Corporation Ltd. (BPCL), a Govt. of India Public Sector Enterprise, is engaged in the business of refining of crude oil and marketing of petroleum products. The Company has refineries at Mumbai and Kochi. The Company operates through two segments- Downstream petroleum i.e. refining and marketing of petroleum products, and Upstream i.e. exploration and production of hydrocarbons (E&P) segment. The Company's marketing infrastructure includes a network of installations, depots, retail outlets, aviation service stations and LPG bottling plants. The Organization design structure is comprised of various Strategic Business Units & Entities and Corporate Centre supporting the business. For more information, please visit our website <http://www.bharatpetroleum.in>

BPCL's Retail Business Unit, is engaged in the retailing of Petrol, Diesel and Kerosene, besides various non-fuel Products and value added services through its robust network of over 12,000 Retail Outlets spread across the length and breadth of the country. BPCL is consciously working towards providing added value to customers, both in fuel and non-fuel areas at the Retail Outlets. The enhanced fuel proposition called the 'Pure for Sure' program has been implemented in order to guarantee pure quality and correct quantity of the product delivered. On non-fuel front, BPCL has introduced the errand mall concept successfully at select markets called the 'In and Out' stores, where the customer is offered a host of facilities like ATMs, Cyber care, Music, Fast Food, Greeting Cards, Courier Services, Bill Payments, servicing of vehicles. BPCL also introduced the 'Petro Card' for individual customers and the 'Smart Fleet Card' for fleet owners that enable the customers to preload their cards thus making the payment mechanism easy and convenient. To cater to the changing needs of the customers, we have recently launched a customer friendly mobile application 'SmartDrive' to provide them with services through which customers can search outlets nearest to them, services they want, on their route, give regular reminders for their PUC, Insurance and servicing of the vehicle, complaints, suggestions etc.

2. BPC has already implemented VTS on more than 10,500 tank lorries transporting MS/HSD by road, operating under their Transportation Contracts all over India which has been performing as one of the best VTS systems in India. The existing contract for VTS services is expiring shortly and BPCL intends to invite eligible tenderers/bidders for providing VTS services.
3. VTS is to be installed on existing about **10,500 tank lorries plus around 3,500 tank lorries** to be inducted during next five years. BPCL does not commit any minimum guaranteed quantity. These quantities are only indicative and may vary +/- 20%. BPC also may extend the VTS services to cover tank lorries carrying other products such as SKO/ATF/Black Oil etc.
4. Eligible Tenderers/Bidders are invited to submit their offer, in a two-part bids, on-line (electronically) for the subject tender.
5. Please visit our BPC website <https://bpcleproc.in> for participating and submitting bids on-line. For viewing/downloading the tender document (non transferable) and detailed terms and

conditions, please visit our website <http://www.bharatpetroleum.in/tender/view-tenders.aspx> or <http://www.bharatpetroleum.com/EnergizingBusiness/Tenderlist.aspx> or [www.bharatpetroleum.in](http://www.bharatpetroleum.in). Tender document with detailed terms and conditions is also available at <http://eprocure.gov.in/cppp/>. Tender document will not be available for purchase from any of our offices.

6. Tender Document Downloading Fee of ` 5,700/- (inclusive of Service Tax @ 14%) is payable to BPC.
7. The submission of tender is allowed only through the e-procurement system on our website <https://bpcleproc.in>.
8. Earnest Money Deposit (EMD) of ` 10.00 lakhs (Ten Lakhs) shall be payable against this tender, in the form of DD/Pay Order. EMD shall be refunded to the unsuccessful tenderers/bidders after placement of work order/LOI and its acceptance by successful tenderer/bidder.
9. The DD/Pay Order towards EMD/Tender Document Downloading Fee, should be in favour of 'Bharat Petroleum Corporation Ltd.' and payable at Mumbai, drawn on any of the scheduled/Nationalized Bank.
10. As per order issued by the Ministry of Micro, Small and Medium Enterprises, Govt. of India vide 'Public Procurement Policy for Micro, Small and Medium Enterprises (MSEs) Order 2012', those who are registered with Director of Industries Centers or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from paying tender document fee and EMD. Such Tenderers/Bidders must produce a Notarized copy of MSE registration issued by any one of the authorities mentioned above, if they wish to avail exemption.
11. **Both the bids i.e. Technical & Price, shall have to be submitted on-line** before the due date through e-procurement system on our website <https://bpcleproc.in>.
12. It is mandatory for the tenderers/bidders to submit original bank instrument of DD/Pay Order towards tender document fee and EMD, in physical form, in a sealed envelope, super scribing tender no., due date/time of submission and name of the tenderer/bidder, and envelope to be dropped in the Tender Box kept at the following address, before due date and time of submission of Bids :  
  
Chief Manager Transport Logistics, Retail HQ  
Logistics Department  
Bharat Petroleum Corporation Ltd.  
12<sup>th</sup> floor, 'E' Maker Tower  
Cuffe Parade,  
Mumbai – 400 005  
India
13. Non-submission of EMD amount and tender document downloading fee by the tenderer/bidder, before the closing due date and time for submission of bids, shall render tenderer disqualified, unless exempted for the parties as per tender condition.
14. The submission of on-line bids (both Technical & Price) as well as submission of original DD/Pay Order, physically, shall be upto **14:00 hours on 15-09-2015**.

15. The Bids submitted after the due date and time of closing of tender (i.e. after 14:00 hours on 15-09-2015) shall be rejected. BPC does not take any responsibility for any delay in submission of on-line bids due to connectivity problem or non-availability of site and/or documents to be submitted in physical form. No claim on this account shall be entertained.
16. The schedule of opening of Price Bid shall be communicated to all the technically qualified tenderers/bidders.
17. As a pre-requisite for participation in this tender, tenderers/bidders are required to obtain a valid Digital Signature Certificate (signing and encryption) of Class II B and above as per Indian IT Act from the licensed Certifying Authorities operated under the Root Certifying Authority of India (RCAI) Controller of Certifying Authorities (CCA). The cost of obtaining such Digital Signature Certificate shall be borne by the Tenderer/Bidder. In case, any Tenderer/Bidder so desires, he/she may contact for assistance our e-procurement service provider M/s E-Procurement Technologies Ltd, at their contact no. +91 079 40016868 or on e-mail 'support@bpacleproc.in' for obtaining Digital Signature Certificate.
18. The Tenderers/Bidders having valid Digital Signature and Login ID can download the tender document from the website <https://bpacleproc.in>. The downloaded tender document once read carefully, have to be uploaded by the bidder under their Login ID, duly certified with Digital Signature Certificate, as a token of acceptance of all the tender terms and conditions therein.

#### **19. Submission of E-Tender Documents / Bids**

Directions for submitting on-line bids, electronically, against e-procurement tenders directly through internet are as under :

- (i) Tenderers/Bidders are advised to log on to the website <https://bpacleproc.in> and arrange to register themselves at the earliest.
- (ii) The system time (IST) that will be displayed on e-procurement (e-bid) web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- (iii) Tenderers/Bidders 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 bids. If the bidder intends to change/revise the bid already entered, he/she 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) Tenderers/Bidders submitting/uploading the on-line tender documents through digitally signed certificates, shall be construed as their complete agreement with the tender terms and conditions and that they have fully understood the tender documents.
- (v) Bids shall not be permitted in e-procurement (e-bid) 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) Tenderer/Bidder shall submit price bid only through e-bidding before the **due date i.e. 14:00 hours on 15-09-2015** and no physical documents with respect to price bid should be submitted. In case tenderer/bidder submits such physical documents for price bid, the same shall not be considered.

- (vii) In case of any clarification pertaining to e-procurement (e-bidding) process, the tenderer/bidder may contact our e-procurement service provider M/s E- Procurement Technologies Ltd at their contact no. +91 79 40016868 or on e-mail 'support@bpclproc.in'.

## **20. Uploading of Documents on-line along with Technical Bid before due date**

The following **documents must be uploaded on-line**, before due date, along with Technical Bid –

- i. Scanned copy of Demand Draft towards tender document downloading fee of ` 5,700/-.
- ii. Scanned copy of Demand Draft towards EMD of ` 10.00 lakhs.
- iii. Scanned copy of Notarized Company registration certificate.
- iv. Scanned copy of Notarized Approval/NOC from PESO.
- v. Scanned copy of Notarized Registration certificate as 'Other Service Provider' with Deptt. Of Telecommunications, Govt. of India.
- vi. Scanned copy of PAN Card.
- vii. Scanned copies of Licensed Certificates.
- viii. Scanned copy of Notarized Power of Attorney or other proof of authority of the person who has signed the Tender documents.
- ix. Confirmation by Tenderer/Bidder on Eligibility under MSMED Act (Annexure 13) & Scanned copy of registration under MSMED Act (applicable for tenderers/Bidders applying/seeking exemptions under the said act).
- x. List of offices and details of service centers in India.
- xi. Details of Web hosting application site and availability of Disaster Recovery Site.
- xii. Scanned copy of Notarized Annual Average Financial Turn Over of minimum ` 14.31 crores (Fourteen Crores Thirty One Lakhs) – Audited Balance Sheet and Profit & Loss Account of previous 3 years and Net Worth Statement.
- xiii. Scanned copy of Notarized Experience Certificate from the user, of similar work executed/continuing with performance certificate.
- xiv. Scanned copy of Notarized Work Order from the user, of similar work showing no. of Vehicle Mounted Units (VMU)/VTS installed on vehicles with copy of invoice in executed/continuing contract.
- xv. Technical Bid Abstract (Annexure 9).
- xvi. Particulars of Tenderer/Bidder (Annexure 11).
- xvii. Tenderer/Bidder's Deviation Statement regarding BPCL Tender terms and conditions (Annexure 5).
- xviii. Tenderer/Bidder's Confirmation on BPC's Requirement & Data Sheet (Annexure 8).
- xix. Confirmations to BPC on Performance Capability & Third Party Inspection (Annexure 6).
- xx. Integrity Pact, duly signed by the Tenderer/Bidder (Annexure 7).
- xxi. Declaration from Tenderer regarding Relationship with BPCL Director(s) (Annexure 12)
- xxii. Covering/Offer letter from tenderer (Annexure 10).

**21. A Pre Bid meeting** with the prospective tenderers/bidders shall be arranged by BPC at their Mumbai office address given above which is scheduled at **14:00 hours on 02-09-2015** and tenderers/bidders may participate in the same.

## **22. Submission of Documents Off-line (Physical)**

Original DD/Pay Order towards Tender Document Downloading Fee and EMD should be submitted physically, in a sealed envelope super scribing tender no. due date of submission, tenderers name/address etc, before the due date/time of submission of bids and shall be dropped in the tender box kept the address given above.

23. The tenderers/Bidders may visit the BPC Retail Supply Locations to get familiarize himself/herself/themselves of the existing facilities, environment and shall collect all other information which he/she may require for preparing and submitting the bid and entering into contract. Claims and objections, if any, due to ignorance of existing conditions or inadequacy of information, will not be considered after submission of the bid and during implementation.
24. Tenderer/Bidder is advised to refrain from submitting any false, forged documents, the action for which shall be termination of contract and EMD/Security Deposit submitted shall be forfeited.
25. Tenderer/Bidder is also advised to go through the tender documents carefully and understand the scope, terms and conditions completely before submitting bids.
26. For clarifications, if any, with respect to the tender, please feel free to contact our Chief Manager Transport Logistics, Retail HQ on any working day (Monday to Friday) between 09:00 hours to 17:30 hours on telephone no. +91 22 22162328, Mobile No. +91 7506036918 or on e-mail 'dekaterg@bharatpetroleum.in'.
27. BPC reserves the right to amend terms and conditions. It may be noted that Corrigendum/Addendum to this tender, if any, shall be published only on our websites <http://www.bharatpetroleum.in/tender/view-tenders.aspx> or [www.bharatpetroleum.in](http://www.bharatpetroleum.in) and <https://bpacleproc.in>.
28. BPC reserves the right to withdraw or cancel this tender in full or in part at its sole discretion and without assigning any reason whatsoever at any time during the tender process.

Thanking you,

Yours faithfully,  
for Bharat Petroleum Corporation Ltd.

CHIEF MANAGER TRANSPORT LOGISTICS, RETAIL HQ



## NOTICE INVITING TENDER

Bharat Petroleum Corporation Ltd (BPCL) invite an on-line electronic bids under two-bid system (Technical and Price) from eligible tenderers/bidders for the work to be done across India as per the details given below :

1	BPC Tender Ref. No.	RL.HQ.TPT.VTS.2015
2	Name of work	<p><b>Services for providing end-to-end solution for providing new GPS/GSM Module (GPRS Mode) based Vehicle Tracking System (VTS) and shall include –</b></p> <p>De-installation of about 10,500 Vehicle Tracking devices installed on tank lorries, installation, commissioning, testing and integration of new Vehicle Mounted Unit (VMU) and Voice Box (VB) for voice announcement in two languages, on existing about <b>10,500 tank lorries plus around 3,500</b> new tank lorries to be inducted during next five years, providing hardware/software, Servers, Software application, arrangement with Mobile Network service provider with procurement of SIM card, Web hosting services, integration of system with BPC existing ERP (SAP) system and/or Depot Automation System and other Systems, real time tracking, providing customized exceptions reports, operating and maintenance of system, positioning of qualified technicians to care of 87 locations (at present) all over India for day-to-day maintenance and operations, training to staff once in two years at 87 locations, route mapping of approximately 4,000 new Retail Outlets (including geo-fencing of Depot/Installation &amp; Retail Outlets) and mapping/digitalizing important land marks, providing VTS system access through login ID and password to 14,500 existing users and 4,000 new users to be inducted during next five years, providing system generated monthly uptime reports for payments, development of Mobile Apps to be used by Transporters, Retail Outlet Dealers, BPCL staff etc. for vehicle tracking; and all allied activities/services required for management of VTS on the above mentioned number of Tank Lorry fleet based at various Retail Supply Locations situated all over India.</p>



3.	Duration of contract	<b>5 years</b> (60 months).
4.	Estimated No. of tank lorries to be installed with VTS	Existing about <b>10,500 plus around 3,500</b> to be inducted during next five years and may vary +/- 20%.
5.	Cost of e-tender document downloading fee by means of DD (non-refundable). DD To be submitted physically and copy of the same to be uploaded on-line with Technical Bid.	` <b>5,700/-</b> (Rupees Five Thousand Seven Hundred only) which includes Service Tax @ 14%.
6.	Earnest Money Deposit. DD To be submitted physically and copy of the same to be uploaded on-line along with Technical Bid.	` <b>10.00 lakhs</b> (Rupees Ten Lakhs only)
7.	Availability of tender document in BPC/Govt. web sites.	From 10:00 hours of 25-08-2015 to 13:00 hours of 15-09-15.
8.	Pre Bid Meeting	<b>02-09-2015 @ 14:00 hours</b>
9.	Due date and time for - a) Submission of Technical & Price Bid. b) Opening of Technical Bid.	<b>15-09-2015 at 14:00 hours IST</b> <b>15-09-2015 at 15:30 hours IST</b>
10.	Work completion time	<b>16 weeks</b> starting from the date of acceptance of Letter of Intent (LOI) by the successful tenderer.

## 1. INSTRUCTIONS TO TENDERERS FOR E-TENDERING

- 1.1 The bids against this tender are invited through e-tendering process i.e. on-line participation and submission of bids electronically, in two bid system, on e-tendering website <https://bpacleproc.in> , directly through internet, through BPC nominated service provider M/s E-Procurement Technologies Ltd.
- 1.2 The tenderers are requested to read the following conditions carefully in conjunction with various conditions, wherever applicable and appearing with this bid invitation for e-tendering.
- 1.3 The eligible and interested tenderers have to download the tender document from our website <http://www.bharatpetroleum.com/EnergisingBusiness/Tenderlist.aspx>. Tender document with detailed terms and conditions is also available at <http://eprocure.gov.in/cppp/> and on our website <https://bpacleproc.in>. The eligible and interested tenderers may download the same and participate in the tender as per the instructions given therein on or before the due date of the tender. The Tenderer shall have to submit their bids, on-line, through the e-procurement system website in <https://bpacleproc.in> only.
- 1.4 The submission of Technical Bid, on-line, should accompany –
- (a) A scanned copy of DD/Pay Order (Non-refundable) of ` 5,700/- (Rupees Five Thousand Seven Hundred) inclusive of Service Tax, towards Tender Document Downloading Fee, drawn on any Scheduled/Nationalized Bank, in favour of 'Bharat Petroleum Corporation Ltd.' payable at Mumbai.
  - (b) A scanned copy of DD/Pay Order (Refundable to un-successful tenderers) of ` 10.00 lakhs (Ten Lakhs) towards Earnest Money Deposit (EMD) drawn on any Scheduled/Nationalised Bank, in favour of 'Bharat Petroleum Corporation Ltd.' payable at Mumbai.
  - (c) **Only scanned copy of DD/Pay Order mentioned in (a) and (b) above, should be uploaded on-line and submitted along with Technical Bids before due date of submission of Technical Bid.**
  - (d) **The original bank instrument of DD/Pay Order towards Tender Document Down Loading Fee and EMD has to be submitted off-line (manually), in the sealed envelope super scribing tender no., name of the tenderer and due date of submission etc., to be dropped and in the tender box kept at the office address given below before the due date submission of Technical Bid :**

Chief Manager Transport Logistics, Retail HQT  
Logistics Department,  
Bharat Petroleum Corporation Ltd.,  
12<sup>th</sup> Floor, E Wing, Maker Towers,  
Cuffe Parade,  
Mumbai – 400 005.  
India.

- (e) Tender document, not submitted with DD/Pay Order as above with Technical Bids, shall be rejected.
- 1.5 As a pre-requisite for participation in this tender, Tenderer is required to obtain a legally valid Digital Certificate of Class II/III and above as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities of India (CCA). The Digital Certificate is issued by CCA in the name of the person authorized for submitting Bid/Offer on behalf of his/her Company. The Tenderer can submit his/her Bid/Offer on-line, only after digitally signing the Bid/Documents with the above allotted Digital Signatures. The cost of obtaining the Digital Certificate shall be borne by the tenderer.
- 1.6 In case, any vendor so desires of obtaining Digital Certificate, he/she may contact for assistance, our e-procurement service provider M/s. E-Procurement Technologies Ltd., Ahmedabad for obtaining the Digital Signature certificate, whose contact details are given in the following pages.
- 1.7 Corrigendum/amendment, if any, shall be notified on all the web sites mentioned above. 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. All corrigendum / amendment will be on the public dash board on website and no e-mail will be sent for the vendor who has not participated by that time. It shall be assumed that the information contained therein has been taken into account by the tenderer.
- 1.8 Tenderers are required to complete the entire bidding process on-line on or before the due date of closing of the tender.
- 1.9 Price bids of only those tenderers who will be technically qualified, shall be opened on schedule date. The schedule of opening of Price Bid shall be communicated to all the technically qualified tenderers/bidders.
- 1.10 The Technical and Price Bid has to be submitted on-line (electronically) only. Physical bids shall not be accepted.**
- 1.11 It is advised that the tenderer uploads copies of all required documents along with technical bid on the e-tendering site. BPC shall not take any responsibility in case of failure of the tenderer to upload copies of documents within specified time of submission of technical bid.
- 1.12 The Technical Bid shall consist of Instructions to Tenderers for e-tendering, Scope of work, Technical specifications, Technical/Commercial Bid Abstract, Commercial Terms and Conditions, Special Terms and conditions, General Terms and conditions, Proof of Concept (POC), Integrity Pact, Annexures and Tenderer's Confirmations/Declaration.
- 1.13 The tenderer should upload the following documents, on-line along with technical bid, before due date -**
- i. Scanned copy of Demand Draft towards tender document downloading fee of ` 5,700/-.
  - ii. Scanned copy of Demand Draft towards EMD of ` 10.00 lakhs.
  - iii. Scanned copy of Notarized Company registration certificate.
  - iv. Scanned copy of Notarized Approval/NOC from PESO.
  - v. Scanned copy of Notarized Registration certificate as 'Other Service Provider' with Deptt. Of Telecommunications, Govt. of India.
  - vi. Scanned copy of PAN Card.

- vii. Scanned copies of Licensed Certificates.
- viii. Scanned copy of Notarized Power of Attorney or other proof of authority of the person who has signed the Tender documents.
- ix. Confirmation by Tenderer/Bidder on Eligibility under MSMED Act (Annexure 13) & Scanned copy of registration under MSMED Act (applicable for tenderers/Bidders applying/seeking exemptions under the said act).
- x. List of offices and details of service centers in India.
- xi. Details of Web hosting application site and availability of Disaster Recovery Site.
- xii. Scanned copy of Notarized Annual Average Financial Turn Over of minimum ` 14.31 crores (Fourteen Crores Thirty One Lakhs) – Audited Balance Sheet and Profit & Loss Account of previous 3 years and Net Worth Statement.
- xiii. Scanned copy of Notarized Experience Certificate from the user, of similar work executed/continuing with performance certificate.
- xiv. Scanned copy of Notarized Work Order from the user, of similar work showing no. of Vehicle Mounted Units (VMU)/VTS installed on vehicles with copy of invoice in executed/continuing contract.
- xv. Technical Bid Abstract (Annexure 9).
- xvi. Particulars of Tenderer/Bidder (Annexure 11).
- xvii. Tenderer/Bidder's Deviation Statement regarding BPCL Tender terms and conditions (Annexure 5).
- xviii. Tenderer/Bidder's Confirmation on BPC's Requirement & Data Sheet (Annexure 8).
- xix. Confirmations to BPC on Performance Capability & Third Party Inspection (Annexure 6).
- xx. Integrity Pact, duly signed by the Tenderer/Bidder (Annexure 7).
- xxi. Declaration from Tenderer regarding Relationship with BPCL Director(s) (Annexure 12)
- xxii. Covering/Offer letter from tenderer (Annexure 10).

The tenderer shall be required to produce the original document against the copies submitted, for verification during the process of evaluation.

#### **1.14 Price Bid**

(a) BPC has about 10,500 existing tank lorries operating at present and around 3,500 tank lorries shall be inducted during next five years. New VMU/Voice Box (VB) are to be installed with allied activities on these tank lorries and Vehicle Tracking System to be operated and maintained during the entire contract period of 5 years. For detailed scope of work, kindly refer the Conditions of Tenders in this tender document.

(b) The tenderer shall quote **only one single and composite rate per VMU/Tank Lorry per month**, for end-to-end solution for all the services and allied services/activities required for Vehicle Tracking System as mentioned in the scope of work and terms and conditions mentioned in the tender document.

The Service Tax and cess on Service Tax, as applicable, should be indicated separately.

A specimen format of Price Bid is provided in this tender document as **Annexure 14**.

(c) The tenderer should quote firm price/rate inclusive of all Taxes, Duties, Levies, Personal Tax, Corporate Tax, Sales Tax, Toll Tax, Octroi, Cess, packing and forwarding charges, freight, transportation charges, Transit/Storage Insurance etc., **but excluding Service Tax**. The Service Tax & Cess on Service Tax (as applicable) shall be paid by BPC on production of documentary evidence. No escalation in the quoted/accepted rate shall be allowed on any account during the contract period.

- (d) Once the offer is accepted and agreement executed by the successful tenderer, the rates shall be valid till the completion of contract period in all respects and no escalation, whatsoever, will be entertained on any ground.
- (e) The quantities of job mentioned are indicative in nature and may vary +/- 20% as per business requirement. There is no firm commitment from BPC and it reserves its right to reduce or increase the quantities indicated during the contract period. The successful tenderer shall not be permitted to revise the rates quoted for such increase or decrease in the quantity. BPC shall not be liable to pay damages/compensation for such increase/decrease. BPC reserves the right to increase/decrease the work order quantity at the time of confirmation of order.
- (f) It is in the clear understanding of the Tenderer that the complete scope as defined or as may be required for the intended objective of this tender, is included in the price quoted in price bid. No extra payment, apart from the quoted price, will be made in order to achieve the intended objectives. Reasons like, Tenderer having not envisaged/considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the tender enquiry/tender but required to be carried out for achieving the intended objective, will not form basis for considering extra payment.
- (g) Any other instrument/equipment/service/activity, which is not explicitly mentioned above or in the scope of work but deemed necessary for the successful operation of the system, complete in all respects, shall be in tenderer's scope.
- (h) Any benefit arising out of set off/refund/input credit of VAT/Service Tax (ST) to BPC will not be the basis of any price adjustment in quoted rate for price comparison between the tenderers.
- (i) The position of lowest tenderer will be determined on the quoted price by the tenderer. The successful tenderer will have to submit the tax challan/invoice to BPC, for claiming refund/input credit of VAT/ST, if any, available to BPC as per the provision of VAT/ST laws of respective States of India.
- (j) No extra payments will be made for working on extended hours/Saturdays/Sundays/Holidays to meet the committed/required time schedules and services.

**1.15 The Price quoted should include the following :**

- (a) The Price to be quoted for end-to-end solution for Vehicle Tracking System (VTS) and related services/activities including mobile apps, as per scope of work given in the following pages of this tender, should be on the basis of landed cost and inclusive of cost of equipments, de-installation/installation charges including fittings (with wiring), commissioning, all transportation cost, all taxes, training, route mapping/geo-fencing of new Retail Outlets, manpower etc. Any re-installation as required due to maintenance/replacement or otherwise should be included in above. The cost of VMU/Voice arrangements includes the warranty for a period of 5 years from the date of commissioning.
- (b) All service charges i.e. GPS/mobile charges if any/call center charges/service engineer charges/maintenance charges for hardware and software, server, training, application on mobile, generation& transmission of all reports/SMS alerts / e-mail message for auto generated letters / web access charges would be paid on a consolidated basis as monthly service charges etc. per tank lorry/VMU.

Reconfiguration in case of change of ownership of tank lorries is deemed as included in above.

- (c) Route Mapping of approx. 4,000 new Retail Outlets – Route mapping shall be done physically and providing high accuracy Google maps for each route and customization with important land marks from BPC depots to Retail Outlet Dealers throughout India. The route mapping shall indicate important land marks with latitude/longitude, including depots of BPC and other key land marks en route such as temple, school, hospital, petrol pumps, octroi/toll tax points and geo-fencing etc.
  - (d) Providing access to all users (approx. existing 14,500 plus 4,000 new uses) by creating Log-in IDs.
  - (e) Providing field technicians to take care of BPC 87 supply locations (at present) and VTS training etc to users.
  - (f) Providing training to users (½ day sessions once in two and half years at each location i.e. approximately 182 sessions.
  - (g) **There would be no other charges payable other than the rate quoted.** Therefore for proper functioning of VMU, if any process or activities/services not mentioned above, but would be required, will be considered as included by the tenderer in their rate.
  - (h) For details of operating and maintenance of VTS system, the tenderer has to refer the detailed scope of services/activities, technical/software requirements, obligations of the tenderers etc. provided in this tender document.
- 1.16 Tenderers are advised to log on to the website (<https://bpcleproc.in>) and arrange to register themselves at the earliest.
- 1.17 The bids shall be submitted by the registered tenderer (registered on-line through e-tendering process of BPC) only through web site <https://bpcleproc.in>. The bids/documents submitted by the person/company other than registered tenderer, shall not be accepted and entertained.
- 1.18 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.
- 1.19 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.
- 1.20 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 submission 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.
- 1.21 No bid can be modified after the deadline for submission of bids.
- 1.22 Bids 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.
- 1.23 No manual bids/offers along with electronic bids shall be permitted.



- 1.24 No responsibility will be taken by BPC and/or the e-procurement service provider for any delay due to connectivity and availability of website. BPC and their e-procurement service provider 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.
- 1.25 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.
- 1.26 **BPCL's decision on the award shall be final and binding.**
- 1.27 The tenderer, without prior permission of BPC cannot disclose any information provided by BPC to any third party, The vendors shall not disclose the tender or any provision, specification, prototype etc, to any person who is not involved in the performance of the contract.
- 1.28 In case of any clarification pertaining to e-procurement process/system related issues, the tenderer may contact the following agencies / personnel of M/s E-Procurement Technologies Ltd. on following address, telephone nos. and e-mail IDs :

M/s E-Procurement Technologies Ltd.  
A 201/208, Wall Street-II, Opp-Orient Club,  
Nr. Gujarat College, Ellis Bridge,  
Ahmedabad - 380 006,  
Gujarat, India.

E-Mail : [support@bpcleproc.in](mailto:support@bpcleproc.in)  
Phone No. : +91 79 40016868

Escalation Level :

Mr. Satyanarayan Behera, +91 90040 14223, [satyanarayan@abcprocure.com](mailto:satyanarayan@abcprocure.com)

- 1.29 In case of any clarifications pertaining to tender related queries, the tenderer may contact the following BPCL officials :

- (a) Chief Manager Transport Logistics, Retail HQ  
Bharat Petroleum Corporation Ltd.,  
12<sup>th</sup> Floor, E wing, Maker Towers,  
Cuffe Parade, Mumbai – 400 005  
India.  
e-mail : [dekaterg@bharatpetroleum.in](mailto:dekaterg@bharatpetroleum.in)  
Phone : +91 22 22162328  
Mobile : +91 7506036918

- (a) The responsible person of this tender is General Manager (Logistics) Retail HQ, BPCL, Mumbai at contact no. +91 22 22161707 and mobile no. +91 9930681464.



## 2. COMMERCIAL TERMS & CONDITIONS

Following are the Commercial Terms and Conditions that each tenderer must abide by before submitting their bids :

### 2.1 Projected Volumes Against This Tender

A new Vehicle Tracking System (VTS) with end-to-end solutions is to be installed on existing about **10,500** plus around **3,500 new tank lorries** to be inducted during next five years, with route mapping of approx. 4000 new Retail Outlets to be commissioned during next five years. The VTS system is to be maintained and operated throughout the contract period of five years.

The aforesaid projections are merely indicative only, based on current estimates and BPC does not guarantee the above numbers but may vary +/- 20% as per business requirement.

### 2.2 Period of Contract

The duration of the tender contract shall be for a period of **5 (five) years** i.e. 60 months, commencing from **01-02-2016**.

### 2.3 Location of BPC Sites

The location of the BPCL sites shall be various 87 Supply Locations (at present) i.e. Depots/Installations across the country. The detailed list of locations and corresponding no. of existing tank lorries at each location for installation of VTS has been provided in this tender document as **Annexure – 1**.

The installation of VMU/VB on tank lorries has to be carried out in supervision of BPC/Transporter representative and by submitting the installation certificate duly signed by representatives of BPCL, Transporter and Tenderer.

### 2.4 Payment of Tender Document Downloading Fee

- (a) For downloading tender document from BPCL website, the tenderers are required to pay a sum of ` **5,700/-** (inclusive of Service Tax) per tender document, as Tender Document Downloading Fee, by Demand Draft/Pay Order, to be drawn in favour of "Bharat Petroleum Corporation Ltd." Payable at Mumbai.
- (b) The scanned copy of bank instrument of DD/Pay Order, should be uploaded on-line, along with Technical Bids before due date and time of submission.
- (c) The original bank instrument of DD/Pay Order, should be submitted off-line (physically) in a sealed envelope super scribing Tender No., Name of the Tenderer, Due date/time of submission etc. and to be dropped in the tender box kept at office of BPCL at the address given in this tender document, before due date and time of submission of Technical Bid.

- (d) Bids received without Tender Document Downloading Fee before the due date, shall be rejected outright.

## **2.5 Payment of Earnest Money Deposit (EMD) :**

- (a) The tenderers are required to submit along with Bids, a Bank Draft / Pay Order in favour of “Bharat Petroleum Corporation Ltd.” Payable at Mumbai for a sum of ` **10.00 lakhs** (Rupees Ten Lakhs), as Earnest Money Deposit (EMD). The EMD shall be returned to the unsuccessful tenderers within one month after the due date of opening of Price Bid.
- (b) The EMD of the successful tenderer will be retained till the commencement of the work. Thereafter the vendor may opt to adjust the EMD against the security deposit or request return of the same.
- (c) The scanned copy of bank instrument towards EMD, should be uploaded on-line, with Technical Bid before due date.
- (d) The original bank instrument of DD/Pay Order shall be submitted off-line (physically), in the tender box kept at BPCL office address, before due date/time of bids.
- (e) No interest will be payable on the EMD.
- (f) Cheques or Call Deposits shall not be accepted towards payment of EMD.
- (g) Bids received without EMD before due date of submission, shall be rejected outright.

## **2.6 Validity Period of Bid/Offer**

The bid/offer will be valid for a period of **180 days** from the due date of submission of Price-bid. In case of any unforeseen circumstances, the bid submission date/time may be extended at the sole discretion of BPC. The BPC has the right to reject any bid or reject all the bids and cancel the tender without assigning any reason.

## **2.7 The last date of submission of Bids (Technical & Price) on-line is 14:00 on 15-09-2015.**

## **2.8 Signing of Agreement**

- (a) The successful Tender shall need to execute the Agreement for the work/contract.
- (b) When the person signing the tender is not the authorized signatory, necessary power of Attorney authorizing the signatory to act on behalf of the proprietor/ firm should be produced before signing the agreement, and an authenticated copy of the Power of Attorney should be submitted for the record of BPC.
- (c) All terms & conditions stipulated in the Notice Inviting Tender, Guidelines for Tenderers, Tender Terms & Conditions, Confirmations, Agreement and other documents furnished with this Tender and related correspondence, shall form part of the contract.

## **2.9 Completion Time For Commissioning of VTS System**

**VTS should be made operational in all respects, in minimum 95% of the existing total about 10,500 tank lorries, within 16 (sixteen) weeks from the date of acceptance of Letter of Intent (LOI) by the successful tenderer.**

**If there is a delay in making VTS operational in all respects, within the above mentioned period, Liquidated Damages as mentioned in Special Terms and Conditions of Tender, shall be charged and recovered from the tenderer, LOI is liable to be cancelled and new LOI placed on an alternate tenderer at the risk and cost of the original tenderer. The decision of BPC, in this regard, will be final and binding.**

## **2.10 Pre-Qualification Criteria**

The intending tenderers/bidders for this tender, should have and mandatorily meet the pre-qualification criteria as given below :-

- (a) Indian firm/Company incorporated as per Govt. of India rules.
- (b) Approval/NOC from Petroleum Explosive Safety Organisation (PESO), Nagpur, Govt. of India for the hardware that it is intrinsically safe, to be installed on the tank lorries operating in hazardous areas.
- (c) Registered as 'Other Service Provider' with the Department of Telecommunication, Govt. of India and certificate valid on the date of publishing the Notice Inviting Tender.
- (d) An experience of having successfully completed similar contracts or continuing the contract for a minimum of **2 (two) years** continuously, in the last 3 (three) preceding years prior to the date of advertisement of the Notice Inviting Tender. The 'similar contract' means a contract involving supply, installation, route mapping, integration, testing, commissioning, implementing, maintaining, operating of GPS/GPRS base Vehicle Tracking System for cargo/goods/material transportation, in any Oil & Gas Company or any other Govt. or any other Private Sector.
- (e) Web application, database management system and related web services hosted on a reliable internet infrastructure in India and should also provide evidence/location details to confirm availability of disaster recovery site of the complete system at another geographical location in India.
- (f) Minimum average annual financial turnover of ` **14.31 crores** (Fourteen Crores Thirty One Lakhs), based on the Audited Balance Sheet and Profit & Loss Account during the immediate last 3 consecutive Financial Years ending March 2015. (2012-13, 2013-14, 2014-15). Net worth of the bidder should be positive as per the Audited Financial Statements of latest of the last available three consecutive accounting years. The Net worth is defined as Total Assets less Total Liabilities. The tenderer/bidder should not be under liquidation/court receivership or similar proceedings.
- (g) Minimum **3300 units** (VTS machines) installed, operated and maintained in the executed or continuing the contract satisfactorily (with submission of performance certificate) in a single order, during the last 3 years prior to the due date of bid submission of this tender.

(h) Minimum one service centre in India.

In support of required qualification and experience as above, the tenderer/bidder should upload copies of the above along with Bids.

## **2.11 Bids/Offers from Sole Bidder/JV/Indian Arm of Foreign Company**

(a) Bids may be submitted by -

1. Single person/entity called Sole Tenderer/Bidder.
2. A newly formed incorporated Joint Venture (JV) which has not completed 3 financial years from the date of commencement of business.
3. An Indian arm of a Foreign Company.

(b) Fulfillment of eligibility criteria and certain additional conditions in respect of each of the above 3 types of bidders is stated below, respectively :

- (1) The sole bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each eligibility criteria.
- (2) In case the bidder is a newly formed and incorporated joint venture and which has not completed 3 financial years from the date of commencement of business, then either the said JV shall fulfill each eligibility criteria or any one constituent member/ promoter of such a JV shall fulfill each eligibility criteria. If the bid is received with the proposal that one constituent member/ promoter fulfils each eligibility criteria, then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.
- (3) In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, then the foreign bidder shall have to fulfill both Financial & Technical eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating that in case of any failure of any supply or performance of the equipment, machinery, material, services or plant or completion of the work in all respects and as per the warranties/ guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the foreign company to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till completion of the work, etc.

## **2.12 Bid Evaluation Criteria**

The technical evaluation shall be carried out in the following 3 steps :

- (a) Evaluation of Pre-qualification Criteria.
- (b) Evaluation of technical bid/specifications of tenderers who meet Pre-qualification Criteria.
- (c) Proof of Concept (POC) i.e. deliverables by the tender during trials, as provided in this tender document as **Annexure 2**, through physical demonstration to BPC at Mumbai which will be evaluated by a Committee formed by BPC. The qualifying Tenderers will be required to give a demonstration with VMU/Voice Box equipment to be installed, on the tank lorries to be provided by BPC, at their own cost, and get data recorded in proposed deployed site or demo site to show their technical capabilities, violations/alerts etc, including VTS system in all respects.
- (d) Price bid of only those tenderers, who qualify in the technical bid, will be opened for further evaluation.
- (e) The final evaluation will be done based on the lowest financial outgo, including all applicable taxes and duties to BPCL for a contract period of 5 years.

### **2.13 Bid Rejection criteria**

The bids/offers will be rejected for the reasons mentioned below :

- (a) The tenderers not eligible as per the pre-qualification criteria.
- (b) Bids/Offer not received at the specified formats/sites/address on or before the due date and time of submission.
- (c) Bids/Offer not received with the Earnest Money Deposit and Tender Document Downloading Fee.
- (d) Bids/Offer received in the names other than the tenderer who was registered on-line for e-tendering.
- (e) If completion/delivery time period is not acceptable to the tenderer or time specified by tenderer is more than the required time schedule.
- (f) Bids/Offer that do not accept the clause of bank guarantee for the performance of contract and deliverables.
- (g) If the tenderer does not accept the payment terms.
- (h) If the tenderer does not accept compensation/liquidated damages towards delay for completion etc.
- (i) If the tenderer does not return the Integrity Pact, duly signed by the authorized signatory of tenderer who will sign the Bid documents.

### **2.14 Selection Criteria**

Selection of tenderer i.e. 1 No. (L1 for 100% quantity/job) will be based on the 'Lowest Financial Outgo' to BPCL over the entire period of contract; and also subject to allocation of quantity/job to Micro & Small Industries (MSE) through Purchase Preference Clause as per Govt. guidelines which is as under :

- (a) In line with 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012', 20% (twenty) of the total quantity shall be earmarked for procurement from MSEs. With a sub target of 20% (i.e. 4% out of 20%), shall be further earmarked for procurement from MSEs owned by Scheduled Caste or the Scheduled Tribe Entrepreneurs. Provided that, in the event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L-1 price, 4% sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe entrepreneurs, shall be met from other than Micro and Small Enterprises.
- (b) The above provision will be subject to MSEs quoting price within price band (L-1+15%) i.e. L-1 plus 15% and bringing down their price to L-1 in a situation where the L-1 price is from someone other than an MSEs. In case of more than one such MSEs, the order quantity shall be shared proportionately from the earmarked quantity. Accordingly, 20% of the order quantity shall be reduced from quantities of non-MSE party.
- (c) Necessary certificate issued by Authorized body under the Ministry of Micro, Small and Medium Enterprises, shall be valid as on the date of opening of the tender. All the technical specifications terms and conditions and the pre-qualification criteria are also to be fulfilled by the MSEs.
- (d) In the event of failure of such Micro and Small Enterprises to participate in the tender process or meet tender requirements and L-1 price, the total quantity shall be given to non-MSE L-1 bidder.
- (e) In case of situation (a) and (b) above, bifurcating of 20% quantity, will be allocated out of 100% of the tendered quantity. In such a situation, BPCL shall place two separate Purchase Orders (PO) (one PO, each on L-1 Non-MSE Tenderer for 80% of the tendered quantity and another PO on MSE tenderer falling in the price band of L-1+15% i.e. L-1 plus 15% and also subject to bringing down their price to L-1, for the remaining 20% of the tendered quantity).
- (f) In case of more than one MSE tenderer falling in the price band of L-1+15%, i.e. L-1 plus 15% and also subject to bringing down their price to L-1, the order quantity shall be shared proportionately from the earmarked quantity, as described in (b) above. In such a situation, additional POs shall be placed by BPC.
- (g) Further, it is also to be noted that in case of MSEs owned by Scheduled Caste or the Scheduled Tribe Entrepreneurs, BPC shall place an additional PO on MSE-SC-ST. However, qualifying terms and conditions for placement of PO and the quantity allocation shall be as described in (a) and (b) above.
- (h) It is to be noted that choice of delivery locations will not be given to MSE party who will be allocated 20% of the tendered quantity vide purchase preference clause.
- (i) The tenderer shall submit a notarised copy of MSE registration along with confirmation as provided in this tender document as **Annexure 13**.

## 2.15 Acceptance and Rejection of Bids

BPC reserves the right to :

- (a) Accept the bid/offer other than the lowest and/or award the contract to more than one party and split the work.



- (b) Reject any or all offers/bids.
- (c) The tenderer shall understand and accept that even in the event of rejection of all the offers/bids by BPC, it shall not cause BPC to be liable for any compensation whatsoever to the Tenderers.
- (f) The successful tenderer after getting BPC's Letter of Intent (LOI) shall give his/her acceptance within a period of **15 days** (maximum), failing which BPC reserves the right to forfeit the EMD.

## 2.16 Submission of Bids

### Price Bid

- (a) The price to be quoted in Indian rupee currency (INR). Bids quoted in any other currency shall be summarily rejected.
- (b) The rates shall be inclusive of all taxes, duties, packing & forwarding charges, octroi, freight, transportation charges, transit/storage insurance, installation etc. No additional payment on any other account will be entertained.
- (c) Service Tax, if applicable, shall be paid by BPC and same should be indicated separately while quoting.
- (d) Forms 'C' and 'D' (concessional tax rate forms) will not be issued by BPC.
- (e) Once the offer is accepted and agreement executed, the rates shall be valid till the completion of works during the entire contract period in all respects and no escalation whatsoever will be entertained on any grounds.
- (f) The VTS would be implemented at all the Retail Supply Locations of BPC. The rates quoted for the total scope of job, should be submitted by the Tenderer considering that all the expenses including travel, lodging, boarding, local travel and other expenses related to VTS are to tenderer's account. No extra claims on this account will be entertained.
- (g) Rates shall include cost towards documentation for the entire system including detailed drawings, if required etc. No separate payment will be made for the same.
- (h) The quantity/job mentioned above is indicative only and can vary upto +/- 20% of the total quantity. **No adjustment in the rate will be admissible for above variations.**
- (i) It is in the clear understanding of the tenderer that the complete scope as defined or as may be required for the intended objective of this tender is included in the quoted price. No extra payment apart from the quoted price will be made in order to achieve the intended objectives. Reasons like, tenderer having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the tender enquiry / tender but required to be carried out for achieving the intended objective, will not form basis for considering extra payments.
- (j) No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed / required time schedules.



- (k) After finalizations of tender, BPC reserves the right to increase / decrease the work order quantity at the time of confirmation of order.
- (l) Any other instrument / equipment / service, which is not explicitly mentioned above or in the price bid or in scope of work, but deemed necessary for the successful operation of the system complete in all respects, shall be in tenderer's scope.
- (m) Any benefit arising out of set off / refund / input credit of VAT/Service Tax (ST) to BPC, will not be the basis of any price adjustment in quoted rates for price comparison between the tenderers. The successful tenderer will have to submit the tax challan / invoice to BPC as per the provision of VAT/ST laws of respective states of India.
- (n) The position of lowest tender will be determined on the quoted price by the tenderer.
- (o) The tenderer should refer the detailed scope of works, requirement of hardware/software, Tenderer's obligations, other requirements/services etc. mentioned in this tender document, before quoting the rate in price bid.
- (p) A specimen format of Price Bid is provided in this tender document as **Annexure 14**.

## **2.17 Opening of Bids & Communication**

- (a) Technical Bids shall be opened on the due date i.e. on **15:30 hours on 15.09.2015** at BPC Office located at Maker Towers, Cuffe Parade, Mumbai – 400 005. One authorized representative, each from every tenderer, can attend the opening of technical bids.
- (b) Price Bids of only tenderes, who will technically qualified, shall be opened. The date and time of opening of price bids shall be communicated. One authorized representative, each from technically qualified tenderer, can attend the opening of price bids.
- (c) In case, there is a change in the scheduled dates/venue of opening of bids, the same shall be intimated through e-mail to the tenderers.

## **2.18 Negotiations**

- (a) BPCL reserves the right to negotiate with any or all the tenderers.
- (b) Tenderers may be required to visit BPC Mumbai for negotiations/ verification of documents, entirely at the cost of tenderers.
- (c) Only the proprietor of the firm or the legally authorized representative of the firm may personally attend such negotiations, as commitments made and/ or clarifications given during the negotiations will be binding on the tenderer/s. He/ She should carry the necessary authorization to attend such negotiations and to hand over an authenticated copy of the same to BPCL's representative participating in negotiations.

## **2.19 Payment Terms**

- (a) All payments will be made only in INR (Indian Rupee) currency only.

- (b) All payments will be made by the respective Regional offices of BPCL (presently at Mumbai/Kolkata/Delhi/Chennai) for the works carried out at supply locations of BPC and as decided by BPCL within 30 days after the receipt of bill (complete in respects) raised by the tenderer duly certified by BPCL. Bills shall be submitted in maximum lot size to optimize documentation. However, this shall be subject to BPC's discretion.
- (c) Payment to the successful tenderer through Electronic Clearing System (ECS) can be made, subject to agreement by representative banks of BPC and successful tenderer as per the existing system.
- (d) No advances will be paid to the successful tenderer by BPC.
- (e) The basis for monthly payments shall be **95% VTS uptime** of each tank lorry/VMU. The VTS uptime shall be system calculated by the VTS system – tank lorry wise and supply location wise, duly acknowledged by the respective BPC Supply Locations. The monthly payment shall commence from the subsequent month of installation/commissioning of VMU/VB after obtaining installation certificate from BPC Supply Location, duly signed by BPC Officer, representative of Transporter and tenderer.
- (f) The successful tenderer shall submit monthly bill to respective BPC Regional Offices along with copy of jointly signed installation certificate and location wise, monthly system generated VTS uptime report.
- (g) The monthly payment due to the successful tenderer shall be made within 30 days from the date of receipt of bills, complete in all respect.
- (h) The rate of monthly service charges per tank lorry/device (location wise), shall be paid to the successful tenderer, **effective 01-02-2016**, as under :
- |  |                        |
|--|------------------------|
| <b>&gt;=95 % and above VTS uptime</b>    | <b>: 100% payment</b>  |
| <b>&gt;=85 % to &lt; 95 % VTS uptime</b> | <b>: 80% payment</b>   |
| <b>&lt; 85 % VTS uptime</b>              | <b>: 'NIL' payment</b> |
- (i) The details of sample monthly calculation of VTS uptime of devices has been provided in this tender document as **Annexure 3**.

## 2.20 Taxes & Duties

The tenderers should quote the unit rate inclusive of all applicable taxes, levies, duties etc., but excluding applicable Service Tax and cess on Service Tax which should be indicated separately while quoting the rate.

Service Tax, if applicable, shall be paid by BPC.

## 2.21 Payment of Security Deposit (SD)

- (a) The successful tenderer, before commencement of the work/contract, shall have to provide to BPCL, by way of security, a Security Deposit (SD) for an amount equivalent to **10% of the total tendered value** of the work/contract, **within 21 days** from the date of acceptance of LOI, for the tenderer's obligation and/or discharge of implementation of tenderer's liability in connection with the said contract.
- (b) The successful tenderer shall have the option to adjust the EMD amount towards security deposit if he/she so desires.

- (c) The SD will be retained by BPC till 6 months, after completion of work/contract period.
- (d) In case the tenderer desires to provide the SD, in the form of Bank Guarantee (BG), the same should be provided in the standard format given in this tender document as **Annexure 4**, from any scheduled/nationalized bank in India and shall be kept valid by the tenderer, for **66 months** i.e. till 6 months after completion of the work/contract period.
- (e) BPC shall be at liberty to invoke the Bank Guarantee of the aforesaid security deposit or forfeit security deposit partly or fully for any amount recoverable from the successful tenderer or any other amount due or payable by the successful tenderer.
- (f) No interest shall be paid by BPC on the above SD.
- (g) If the time period for the completion of work is extended, the bank guarantee must be extended by the same period before the expiry of the original date.
- (h) The tenderer must rectify / replace any defect in services / materials, which may arise or lie undiscovered, at his/her own expense. If the tenderer fails to do so, BPCL has the right to rectify the said defects by invoking the bank guarantee. The tenderer shall pay to BPC any excess of expenditure incurred by BPC. The decision of BPC in this respect will be final and binding on the tenderer and is not liable to be questioned.
- (i) The tenderer shall remain responsible for any breach of any terms / conditions of the tender/contract in letter and spirit and also for its satisfactory performance. In case of breach of contract, BPC will have the right to invoke the said bank guarantee. The decision of BPC in this respect will be final and binding on the tenderer. This decision is not liable to be questioned.
- (j) BPC will have the right to cancel the LOI / contract and forfeit the EMD and or revoke Bank Gurantee, if the tenderer fails to submit the bank guarantee within 21 days from the date of acceptance of LOI.
- (k) The bank guarantee should be in the prescribed format, unconditional, without demur and can be invoked on presenting to the issuing bank.

## **2.22 Mobilization advance**

No mobilization advance will be given for the tendered work.

**However, the tenderer is expected to ensure providing 95% of the total VMUs/VBs and commissioning the VTS system complete in respects and other related activities within 16 weeks from the date of acceptance of LOI.**

## **2.23 Deviations in BPCL Tender Terms & Conditions as per Tenderer**

Generally, in tender document, deviations are not acceptable. However, in case tenderer desire to bring out the same, the details may be furnished in the draft provided in this tender document as **Annexure 5**.

## 2.24 Nature and Scope of Work

BPC has already implemented Vehicle Tracking System (VTS) on about 10,500 MS/HSD tank lorries, as on date operating under their Transportation Contracts all over India which have been performing as one of the best VTS system in India.

Now, BPCL, invites bids from technically and commercially competent and experienced tenderers for supply, installation, testing, commissioning, route mapping, operation, maintenance of new vehicle tracking system and providing customized exception reports for an end-to-end solution as per the scope of the work given below :

- (a) Providing end-to-end solution for GPS/GSM Module (GPRS Mode) based VTS on **existing about 10,500 tank lorries plus around 3,500 No. of tank lorries** to be inducted during next five years.

These tank lorries (BPC owned, Retail Outlet Dealers owned and Private Transporters owned) are based at various BPC Retail Supply Locations situated all over India and are engaged in transportation of MS (Petrol), HSD (Diesel) from various BPC Depots/Installations to BPC Retail Outlets/Direct Customers/Depots throughout India. BPC also may extend the VTS services to cover tank lorries carrying other products such as SKO/ATF/Black Oil etc.

- (b) De-installation of existing Vehicle Mounted Unit (VMU) from the above mentioned number of existing tank lorries.
- (c) Supply, installation, testing and commissioning of new Vehicle Mounted Unit (VMU) conforming to **IP-67** (Ingress Protection), which includes internal GPS Antenna, GSM Modem, Microprocessor, Back up internal battery, SIM card etc., on the number of tank lorries mentioned above.
- (d) Supply, installation, testing and commissioning on board Voice Box (VB) i.e. voice announcement (safety related alerts/messages) system in two languages and integrated with VMU on the number of tank lorries mentioned above.
- (e) Providing hardware/software, servers etc require for smooth working of VTS.
- (f) Integration of VTS with BPC existing ERP (SAP) system and/or Supply Location Automation System (TAS) / Other BPC Systems.
- (g) Providing software development, web application and web hosting for VTS.
- (h) Providing real time alerts through SMS/e-mail/letters to users.
- (i) Providing 3 axis movement detection of tank lorries e.g. harsh braking/maneuvering, continuous driving, night driving, accidents etc, and transmitting the same to the concerned users.
- (j) Providing violations of over speed, route deviation, unauthorized stoppages, power disconnection/tampering of VMU/VB etc.

- (k) Arrangement with Mobile Network service provider with procurement of SIM card.
- (l) Providing mobile application for VTS system which can be used by Transporters, Retail Outlet Dealers and BPC Staff. The tenderer shall carry out free maintenance and modifications required by BPC, if any during the contract period.
- (m) Providing web hosting at Tenderer's premises with GPS accuracy and uninterrupted services on 24x365 days basis. The tenderer can host in ISO 27001 certified minimum Tier-3 Data Centre and BPCL officials shall have right to visit this Data Centre for inspection.
- (n) Providing real time tracking of number of tank lorries mentioned above.
- (o) Providing customized exceptions report and transmitting reports/alerts through SMS/E-mail/Letters to all concerned users.
- (p) Operating and maintenance of VTS.
- (q) Providing **access of VTS to existing about 14,500 and 4000** approximately users to be added during next five years (BPC staff, Transporters and Retail Outlet Dealers)
- (r) Positioning of qualified technicians to cater to **87 (at present) BPC Supply Locations** all over India for day-to-day maintenance of VTS.
- (s) Providing VTS training of a half day duration to BPC staff/Transporters/Dealers, once in two and half years, at 87 supply locations (at present) and Regional Offices i.e. 182 nos. of half day training sessions during the entire contract period.
- (t) Providing system generated monthly VTS uptime reports for payments.
- (u) Providing physical route mapping with important land marks such as hotel, school, temple, other Oil Companies Petrol Pumps, mapping of Octroi/Toll Tax points and digitalizing the same etc. with co-ordinates, geo-fencing of Depots/Installations and Retail Outlets with geo-coordinates and digitalizing the same in Vehicle Tracking System for about 4,000 new Retail Outlets to be commissioned during next 5 years in different parts of the country.
- (v) Developing Mobile Apps to be used by Transporters, Retail Outlet Dealers, BPCL staff etc. for vehicle tracking and its maintenance and up-gradation.
- (w) Liaisoning with BPCL Depots/Installations, Regional Offices and Head Quarter Offices of Retail Business Unit.
- (x) Any other allied activities/services required for management of Vehicle Tracking System.

## 2.25 Obligations of The Tenderer

1. Providing Geo-Information System (GIS) based mapping, Global Positioning System (GPS) / GPRS (Global Packet Radio Service) based Tracking, Operating and Maintenance service of VTS for tank lorries on real time basis.
2. The tenderer shall provide service from end-to-end solutions, i.e. installation, maintenance, operation, route mapping, training of VTS system, generation of

exception /other reports/important information through e-mail/SMS for violation as decided by BPC and transmission of these reports/intimating violations/reports to Officers at Depots, Regional Offices and Head Offices of BPC and Transporters/RO Dealers.

3. The tenderer has to integrate existing details of RO route maps etc. with the new system.
4. It will also include any modification/repair/up-gradation of software/hardware/firmware, addition of reports etc.
5. The tenderer shall provide, round the clock Web Support / Help Line on 24x7 days working (without any Sunday/Holiday), a call center facility with dedicated 2 lines (Toll free number) in order to register the complaints/queries by BPC officials/Transporters/RO Dealers and monitor/track with the complaint number the status/final solution to the problem. This would include all matters for supply, installation, maintenance, change of spare parts/SIM cards, all type of reports i.e. single point contact between the tenderer and BPCL for resolution of all issues **within the period of 72 hours.**
6. The VTS will be hosted on successful Tenderer's Web/Communication/and map and data base server etc. located at suitable data centre in Indian geographic area, which will constitute a VTS Server.

The tenderer should provide evidence that the system/services offered is having disaster recovery site of the complete system at another geographical location in India.

7. The VTS System should comprise of a tamper proof Vehicle Mounted Unit (VMU), Voice Box (VB) for voice announcements, GPS antenna, GSM modem, SIM card, Battery, Back up internal battery and GSM cellular network (all inside VMU), mounted on tank lorries etc.
8. A suitable technology and hardware for VTS interfacing the same with VMU.
9. Supply and testing of new VMU & VB (Hardware) for live trials during the Proof of Concept (POC), the deliverables by the tenderer during trials, as provided in this tender document as **Annexure 2**, including report generation prior to e-price bidding shall be mandatory.
10. **Vehicle Mounted Unit (VMU), Voice Box (VB) & Power Cable Connections**
  - a. The VMU/VB to be supplied by the tenderer shall have minimum 5 years of life expectancy from the date of Installations with 5 years warranty. During the pendency of the contract, in case of any failure of the VMU/VB, the same shall be replaced by the tenderer at their cost .
  - b. The VMUs to be provided by the tenderer should be of proven design and performance and its performance has been tested under severe conditions similar to Indian environment/temperature/road conditions, should have intrinsically safe, meeting the specification of Petroleum & Explosives Safety Organisation (PESO), Govt. of India.



- c. The Voice Box (VB) to be provided by the tenderer and shall have minimum 5 years of life expectancy/warranty from the date of installation.
- d. VMU/BU shall be installed with tamper resistance cable connection, on top of dash board near Driver side, inside the tank lorry cabin.
- e. VMU should conform to IP-67 (Ingress Protection) casing for environment protection from dust, water and casing should be closed with tamperproof uncommon screws.
- f. VMU should be Resistance of Hazardous Substance (RoHS) certified.
- g. The VMU shall have an inbuilt auxiliary battery i.e. to give the power to VMU during the time of VMU connection from the main of the battery of the vehicle is cut-off due to safety reasons while the vehicle are in licensed premises (Inside BPC Depots/Installation and Retail Outlets/Direct Customer's premises). The auxiliary battery should be of chargeable automatically when the VMU is connected with main battery and should hold at a stretch of 6 (six) hours. The auxiliary battery should not generate current more than 150 milli amps.
- h. The tenderer shall supply activated SIM card for VMUs.
- i. The VMUs must be ready for use immediately upon installation on the tank lorries.
- j. VMU must be fitted with a tamperproof internal GPS/GSM antenna (no external appendages) with built-in auxiliary battery for power back up.
- k. VMU should be designed to send warning signal to the server in case of VMU failure/disconnection, to detect dis-connection/tampering, bad health of VMU and remote resolution of problem through server to device communication.
- l. The installation of VMU on Tank Lorry is to be carried out in such a way so as to secure the device & power connections (fire resistance cable). Additionally, any further stipulation advised by PESO to be incorporated.
- m. Power cables connection from/to VMU/VB to tank lorry electrical system and tank lorry body and parts, should be of the highest quality fire resistance with tamper proof installation.
- n. The VMU to be supplied and installed has to be designed as vehicle specific unit i.e. the equipment shall operate only when connected to the tank lorry assigned. Re-fixing/re-installation with any other tank lorry, if required shall be done on obtaining written advice from nominated officer of BPC.
- o. The installation of VMU/VB should be done as required for Automotive grades of highest safety standard method.
- p. VMU/VB to be fitted with tamperproof high quality screws/glue which should not be easily taken out.
- q. The VMU/VB should have power surge protection device e.g. fuses of the highest standard to take care of excess power generation.



- r. VMU/VB/Power cables should not cause any damage/fire to tank lorry, product inside the tank lorry, tank lorry crew, any third party, surroundings etc.
- s. The Voice Box (VB) should be provided for audio alerts and on board announcements. The VB should provide the following alerts/messages –
  - Safety messages
  - Over speeding of tank lorry
  - Route deviation.
  - Continuous driving.
  - Night driving.
  - Any other message/alert.

(The details for the above will be provided by BPC at the time of issue of LOI).

11. Hardware protocol and its data field to be made available to BPCL for ensuring compatibility with other suppliers if the same need to be used for contracts by any other tenderer on expiry of the contract. The protocol to be stored in an Escrow Account.
12. Use of robust servers with licensed software to be provided by tenderer for supporting VTS applications for estimated upto 14,000 nos. tank lorries (10,500+3,500) plus 20%, on Pan India basis when the scheme is implemented across the country.
13. The tenderer has option to select Pan India service provider for GPS/Mobile network or region wise/City wise. However, the network service provider should have maximum connectivity, even in the remote location/on roads/highways/hilly areas, so as to ensure that flow of data is on real time basis.
14. The tenderer shall provide mobile application for VTS system with major features like dash board, alerts, tank lorry position etc.
15. Procurement of GIS maps and conducting physical route mapping with latitude and longitudes and KMs from Depots to Retail Outlets/Direct Customers (including mapping of octroi/toll tax points, important land marks en route, geo-fencing of Depots and Retail Outlets/Direct Customers and providing mapping software for digitalizing approx. 4,000 new Retail Outlets/Direct Customers and Depots/Installation, to be commissioned during next 5 years. However, BPCL shall provide all existing master database of approved routes of approx. 13000 Retail Outlets.
16. Customization of software and providing reports as per specified formats.
17. The tenderer should provide required number of servers for Data/Communication etc. for operating and maintaining the VTS system.
18. The tenderer should provide access through user ID/password to use VTS system for existing about 14,500 plus 4,000 new users to be added during next five years.
19. The vendor should maintain spare inventory of minimum 5% of VMUs/VBs/Spares out of the total tank lorries at each BPCL Supply Location for immediate replacement of defective VMU/BU Installation on newly inducted tank lorries or replacement against defective VMUs at BPCL supply locations at tenderer's cost. The cost of maintaining spare inventory for free replacement should be taken in the unit cost built in. Any VMU/VB needs maintenance/replacement, the same should be carried out without any additional cost, within **72 hours** from the time of reporting, failing which liquidated

damages will be levied as specified in Special Terms & Conditions of this tender document.

20. The VMU/VTS system shall have approval/NOC from Petroleum Explosive Safety Organization (PESO), Govt of India, for installation of VMU/VB on petroleum tank lorry, which is licensed under Petroleum Rules 2002 and amended from time to time. Further, the permission/NOC to use in hazardous area Zone I/II while loading / unloading, should also be granted by PESO.
21. The tenderer shall provide a copy of technical literature / brochure of all components deployed / supplied of the proposed solution and warranty card with supply of each equipment to BPC supply location. The same shall also be made available on the VTS portal for download and reference.
22. The tenderer is required to provide the name, address, e-mail address and telephone nos. of the data centre, office and concerned persons/s along with Technical Bid
23. The deployed software / hardware should be of proven technology & latest with copyright or trademark registration and should be capable of taking the load continuously for 5 years. The tenderer has to submit official license certificates for all software to be used, Operating system, RDBMS or any other software/hardware from principal manufacturers at the time of submitting technical bid. The license certificate should mention end user name.
24. Tenderer should provide access for about 10,000 simultaneous connections to web site on 24x7 basis for checking and monitoring the performance of the tank lorry operations.
25. All reports shall also be generated and delivered electronically to designated users by the system.
26. At the time of installation of VM U/VB on the tank lorry, appropriate documentation has to be prepared to ensure proper transfer of responsibility of safety and security of the equipment and the documents should be jointly signed by the tenderer, transporter and BPC officials.
- 27. Commissioning of new VTS system including field work, other associated work, report generation as mentioned above, and scope of work, should be completed within 16 weeks from the date of acceptance of Letter of Intent (LOI) by the successful tenderer, failing which liquidated damages shall be charged and recovered, LOI is liable to be cancelled and new LOI placed on an alternate tenderer at the cost of the original tenderer.**
28. As no tank lorry will be allowed to enter BPC supply location, without working VMU/VTS system must be made for VMU/VB replacement no sooner a tank lorry reports at the supply location for loading with defective/non-operative VMU/VB.
29. In order to resolve issues of maintenance at field level and resolve the service related problem within **72 hours**, adequate number of Field Technicians/ Service Engineers to be positioned to cater to BPC Depot/Installation (presently 87 supply locations), which will also take care of training/replacement of spares etc.
30. The successful tenderer shall conduct minimum 1/2 day (half day) user training, once in 2 and half years (i.e. minimum 182 sessions) during the contract period, at each Depot/Regional Offices for BPC officials and Transporters/RO Dealers for which BPC shall provide space for training. User manual shall be provided to the officials of BPC

Depots & Regional Offices. The schedule of training will be given by BPC Regional Offices/ Locations at a later date as per the mutually agreed plan.

### 31. Tests & Inspection

- (a) Acceptance of all material/services shall be subject to inspection at tenderer's works by BPC. Manufacturer's test certificate shall have to be provided for all components of the system.
- (b) All the tests, either on the field or at approved test house / outside laboratories concerning the execution of the work and supply of materials by the contractor shall be carried out by the tenderer at his/her own cost, if any.
- (c) The work is subject to inspection at all times by the officials of BPC and/or by a Third Party Inspection agency nominated by BPC and inspection and acceptance of the work by BPC or Third Party Inspection Agency shall not relieve the contractor from any of his responsibilities under this tender/contract.
- (d) Providing and operating measuring and testing devices (including all consumables) shall be at tenderer's costs. No separate payment for testing shall be made which are required to ensure achievement of specified quality.

### 32. Generation and Transmission of Reports through Vehicle Tracking System

- (a) All trips for each tank lorry, irrespective of numbers in a particular day, has to be tracked and closed after completion of each trip.
- (b) If the instrument is faulty or not working due to maintenance, some indication has to be provided in reports/VTS system.
- (c) The reports/SMS alerts/letters which are to be generated/provided and auto transmitted from VTS system are given below :

#### E-mail Alerts

Type of Report	Level	To	Mode	Frequency	Action by	Contents of reports
Trip Distance	Supply Location	(1) Supply Location. (2) Transporters	E-mail	Daily	BPC Location In-charge	List of Tank Lorries with name of Dealer and Distance Covered (a) tripwise (b) daywise
Depot wise and Vehicle wise Exception	Supply Location	Supply Location	E-mail	Daily	BPC Location In-charge	List of tank lorries and name of the Transporters exceptionwise With exceptions Details.
Dealer wise distance master	Supply Location	Supply Location	E-mail	Daily/ weekly/ monthly	BPC Location In-charge.	Name of Dealer, Distance and tank lorry no. date etc.
	Supply	(1) Supply	E-mail	As and	(1) BPC	Date, time, name

Toll Tax Points	Location	Location. (2) Transporter		when occur	Location In-charge. (2) Transporter	Of toll tax point Tank Lorry No., name Of transporter, details.
Un-tracked Tank Lorries	Supply Location	(1) Supply Location. (2) Transporter	E-mail	Daily	BPC Location In-charge.	Tank Lorry no. transporter, Date, from/to duration, details.
Tracked Tank Lorries	Supply Location	Supply Location.	E-mail	Daily	BPC Location In-charge.	Tank Lorry transporter, Date, from/to duration, details.
Filled Tank Lorry	Supply Location	Supply Location.	E-mail	Daily	BPC Location In-charge.	Tank Lorry transporter, Date, from/to duration, details of product dispatch and entry/exit from depots and RO/ direct customer.
Empty Tank Lorry Availability at Depot	Supply Location	Supply Location.	E-mail	Daily	BPC Location In-charge and PDP Officer In-charge.	Tank Lorry no. transporter, Date, time, from/to Duration.
VMU Spare Inventory	Supply Location	Supply Location.	E-mail	Monthly	BPC Location In-charge.	Date, No. of Spares, used, balance, %etc.
Field Technician Attendance	Supply Location	Supply Location.	E-mail	Monthly	BPC Location In-charge.	Name, date, time, tank lorries attended With VMU/Tank lorry details, replacement, repairs etc.
Installation/ Replacement of new VMUs	Supply Location	Supply Location.	E-mail	Monthly	BPC Location In-charge.	Tank lorry no, transporter; VMU No., date of installation/ Replacement, date of removal of defective VMU etc., dt. Of digitilisation.
Repair/ Replacement defective VMUs	Supply Location	Supply Location.	E-mail	Monthly	BPC Location In-charge.	Tank lorry no, transporter; VMU No., date of removal and re-installation, delay (days) in repair.
Route mapping	Supply Location	Supply Location.	E-mail	Monthly	BPC Location	Name of RO, date of route

					In-charge.	mapping, geo-fencing, co-ordinates, land marks, KMs etc.
VTS Uptime	Supply Location	Supply Location.	E-mail	Monthly	BPC Location In-charge.	Location, Date, Name of tank Lorry no., transporter VMU No., uptime %.
Payment of Monthly Service Charges	Supply Location & Regional Offices	Supply Location.	E-mail	Monthly	BPC Location In-charge Regional Trpt Mgr	Location, Name of lorry, transporter, VMU No., uptime %, eligible amount Of payment due, Details of payment Made etc.
Violation Action Taken	Supply Location & Regional Offices	Supply Location.	E-mail	Monthly	BPC Location In-charge Regional Trpt Mgr	Location, Name of lorry, transporter, name of violations, pending since, closed etc.
Tank Performance Report	Supply Location & Transporter	Supply Location & Transporter	E-mail	Monthly	BPC Location & Transporter	Tank Lorry No., Name of the transporter Date of loading, Product, Invoice No./date, Quantity, Distance travelled, Retail Outlet, Violations, Delay In delivery of produ
Any other Report that adds value to the effective working of VTS						

### E-mail & SMS Alerts

Type of Report	Level	To	Mode	Frequency	Action by	Contents of reports
Route Violation	Supply Location	(1) Supply Location (2) Transporter	E-mail & SMS	Daily	BPC Location In-charge	List of Tank Lorries & Name of transporter with nos. of violation and duration, date, time, place
Un-authorised Stoppage	Supply Location	(1)Supply Location.	E-mail & SMS	Daily	BPC Location In-charge	List of Tank Lorries with

(more than 5 minutes)		(2) Transporters				name of transporter and duration, date, time, place
Speed violation (> 65 KMs per hour or as per respective State RTO) for more Than 1 minute Duration.	Supply Location	(1)Supply Location. (2) Transporters	E-mail & SMS	Daily	BPC Location In-charge	List of Tank Lorries with name of transporter. No. of violations, Date, time, place
Dis-connection of VMU	Supply Location	Supply Location	E-mail & SMS	As and when	BPC Location In-charge	List of Tank Lorry and Name of Transporter, date Time, place
Tank Lorry Accident related (harsh braking/ maneuvering, tilting of tank lorry, accident reporting etc.	Supply Location	(1) Supply Location. (2) Transporter	E-mail & SMS	As and when incident occur, within 1 hour.	(1) BPC Location In-charge. (2) Transporter	Date, time, place, Speed, Tank Lorry No., name Of transporter, Invoice No., Product, quantity, violation alerts Accident details (reason etc.)
Continuous Driving of >3 Hrs and rest every after 3 hours	Supply Location	(1) Supply Location. (2) Transporter	E-Mail & SMS	As and when occur	(1) BPC Location In-charge. (2) Transporter	Date, time, place, Tank Lorry No., name Of transporter, Accident details.
Night driving	Supply Location	(1) Supply Location. (2) Transporter	E-Mail & SMS	As and when occur	(1) BPC Location In-charge. (2) Transporter	Date, time, place, Tank Lorry No., name Of transporter, Duration etc.
Any other Report that adds value to the effective working of VTS						

### SMS Alerts

Type of Report	Level	To	Frequ-ency	Action by	Contents of reports
Alert on arrival of tank lorry at Loading base.	Loading Location	Transporter	Daily	Location In-charge	When Tank Lorry is about to enter within minutes to the location
Alert on arrival of tank lorry at destination.	Loading Location	Transporter & Dealer	Daily – trip Wise.	Location In-charge	When tank lorry enters geo-fence of RO Customer.

Accident to Tank Lorry	Loading Location	Loading Location & Transporter	Whenever occurs	Location In-charge	Accident details.
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### Auto Generated Letters

Type of Report	Level	To	Mode	Frequ-Ency	Action by	Contents of reports
Route Violations	Loading Location	Transporter	E-mail	Real time.	Location In-charge	
Unauthorised Stoppages	Loading Location	Transporter	E-mail	Real time.	Location In-charge	
Speed violations	Loading Location	Transporter	E-mail	Real time.	Location In-charge	

### 33. Performance Monitoring Reports of Tank Lorry on the following parameters to be provided to BPCL Officials :

- a. VTS Uptime % (Vehicle wise/location wise).
- b. VTS equipments under repair.
- c. VTS Not giving signal.
- d. Route Report.
- e. Route Violation.
- f. Un-authorized stoppages.
- g. Over Speeding.
- h. Tampering of VMU/VB.
- i. Any other report.

Apart from route report generated in a report form, the report shall have a link showing graphical representation on digital map, the standard route and actual route followed in two different colors (Green and Red).

### 34. Generation of Real Time Alerts through VTS System

The VTS system shall generate the following real time major alerts and send to users through SMS.

- (a) Start date and time of loaded tank lorry from Depot/Installation (BPC main exit gate).
- (b) Route deviations.
- (c) Over Speeding.
- (d) Un-authorized stoppages.
- (e) VMU/VB dis-connection.
- (f) Accident to tank lorry.
- (g) Harsh Breaking and maneuvering.
- (h) Arrival date and time of tank lorry at destination (RO/Direct Customer).
- (i) Continuous tank lorry driving for more than 3 hours.
- (j) Night driving from 23:00 hours to 05:00 hours.



35. The tenderer shall share the data, including latitude and longitude, important land marks, geo-fencing, routes etc. once in a month and details of new ROs, on a weekly basis to BPC.
36. The tenderer would be responsible for all licensing related issues for this tenderer and indemnify BPC for any unauthorized use of license software by them.
37. The tenderer has to peacefully hand over all BPC related data to BPC at the end of contract period in usable format.
38. Non-Disclosure Agreement (NDA). The tenderer shall sign NDA with BPC for maintaining the confidentiality of BPC data available with them and not sharing with the same with anybody.

**The tenderer has to incur costs towards all the above and no extra payment shall be made by BPCL.**

## **2.26 Obligations of BPC**

- (a) BPC shall arrange to provide the Tank Lorries at BPC Supply Locations for installing VMUs/VBs.
- (b) BPCL shall provide details of existing tank lorries (existing 10,500 plus 3,500 approx. to be inducted during next 5 years) for mapping in the VTS system.
- (c) BPCL shall provide routes of existing Retail Outlets (about 13,000) with geo-coordinates/landmarks, geo-fencing details of Depots/Retail Outlets for route mapping to the successful tenderer.
- (d) BPC shall provide, space for keeping VMU inventory at BPC Supply Locations, wherever possible.

## **2.27 Technical Specifications**

### **General :**

The VTS to be deployed by the successful tenderer, should meet the following requirements :

- (e) VMU/Device interface – The system interacts with the GPS device installed in the tank lorry that sends the location details in the form as latitude/longitude data, while the tank lorry is moving via the GPRS or GSM network. This information is received and stored in the central server.
- (f) The VTS will be hosted on a Tenderer's Web Server, Communication Server and Map & Data Base and other Servers located in Indian geographic region, which will constitute a VTS Server.
- (g) The overall system deployed for above work should be such that any query made to the system should give a response within 15 sec.(Max) at peak load of 17,000 Lorries and 18,000 users logged in to the system.
- (h) The performance of the web enabled overall system deployed for above work shall be such that when user move from one page to other page, it shall be instantaneous

changeover (i.e. this aspect of performance would be equivalent or comparable with any good Indian banking website).

- (i) For the aforesaid important factors of technical evaluation, the Tenderer should have no objection in getting it inspected/certified by Third Party Inspection Agencies, if nominated by BPC at tenderer's cost for the proposed VTS in line with the requirement of tender for the performance of proposed work in accordance with the terms and conditions. A confirmation to this effect, as per draft provided in this tender document as **Annexure 6**, is required to be submitted by the tenderer along with Technical Bid.
- (j) Any material mis-representation on this account would constitute a serious offence and the tenderer is liable for such offence and cancellation of his/her bid/contract at any stage of the tender/contract, including forfeiting of EMD/SD.

**The Vehicle Tracking System should meet the following Hardware/Software requirements :**

The proposed VTS server to be deployed by the tenderer will be hosted on a Tenderer's Web Server, Communication server and Map and Data Base Server etc. located at suitable data centre in Indian geographic location.

**Software requirements**

- (a) The tenderer should ensure high availability of Software applications and data base with automatic fall over, using clustering or equivalent options.
- (b) VTS should be a web based application for remote real time tracking.
- (c) VTS should have the flexibility to work with any digital map, if needed.
- (d) BPC's ERP (SAP) system and/or BPC Supply Location Automation System will be sending consignment details, electronically, (location/tank lorry No./Product/Consignment No./Date, Time & Quantity and other require details) on real time basis, as and when the tank lorry leaves the Supply Locations of BPC. The VTS should be capable to receive such information and integrate the tank lorry location (GPS data)/VTS system.
- (e) The software and hardware of VMU/VB and VMU/VB so designed should be capable of giving the printed data on entry/exit time, halts, speed violations, route deviations, un-authorized stoppages, toll tax points/land marks en route, time taken for the trip from the loading Supply Locations of BPCL to Retail Outlet Dealer/Direct Customer/Depot premises.
- (f) The software should be capable of generating visual display of the tank lorry on its route on real time basis and real location print out of such display should be possible.
- (g) The important land marks with KMs would be identified on each route from Depot to Retail Outlet/Direct Customer and software should generate real time basis position of the Tank Lorry. In case of route deviation, exceeding speed limit, un-authorized stoppages etc., reports/alerts should be sent through e-mail or by SMS to the officials of BPC/Transporters.
- (h) For route mapping of new Retail Outlets, the important land marks en route from Depot to Retail Outlets/Direct Customers, as mutually agreed need to be

incorporated into the electronic mapping which falls on the route of tank lorry and should have defined land marks for loading Supply locations as well as Retail Outlets/Direct Customers/Depots.

- (j) Provision for procurement of digital maps and conducting physical route surveys and geo-fencing for new Depot / new Retail Outlet Dealerships / Direct Customer.
- (j) Provision for dual route mapping from primary and alternate supply sources .This can be done on activation by the location.
- (k) Latitudes and Longitudes with important land marks of new ROs / Locations should be shared with BPC on a weekly basis.
- (l) Provision for amendment of the routes already mapped.
- (m) Creation of Log-in IDs for officials of BPCL, Transporters and Retail Outlet Dealers/Direct Customers.
- (n) Licensed software shall be as under :
  - (1) Operating System – Windows 7/8/10/ or higher version
  - (2) RDBMS – Oracle / MS latest Version of SQL

### **Hardware Requirements**

- (a) The Vehicle Mounting Units (VMU) to be provided by the tenderer should be conforming to IP-67 (Ingress Protection) category of a proven design and performance and its performance have been tested under severe conditions similar to Indian environment/temperature/road conditions and should have intrinsically safe and tamperproof meeting the specification/approval of PESO.
- (b) Hardware protocol and its data stream, with other details ROs/Routes etc. to be made available to BPC for ensuring compatibility with other suppliers if the same need to be used for contracts by any other vendors on expiry of the contract, finalized with the selected vendor.
- (c) The VMU shall have an inbuilt auxiliary battery, i.e. to give the power to VMU during the time the VMU connection from the main battery of the vehicle is cutoff due to safety reasons while the tank lorries are in licensed premises (loading Supply Location of BPC and un-loading premises of Retail Outlet Dealer/Direct Customer) i.e. such time should not be more than **3 (three) hours** at a time. The auxiliary battery should be of chargeable automatically when the VMU is connected with main battery and should hold at a stretch of **6 (six) hour**.
- (d) VMU must be fitted with an internal GPS antenna, Battery, SIM Card etc.(no external appendages).

### **Servers**

The tenderer should provide the required number of servers and different types of servers which should be suitable to operate the system and run the applications of VTS to take care of approx. 17,000 tank lorries/units.

In addition, the vendor shall implement their custom built application software for tracking of vehicles, with suitable high quality maps etc.

The application should be preferably run on above OS. The client end would be a Web Browser (client machine: Windows Vista, Windows 7, Windows 8 or Windows 10 with Internet Explorer). The application will be delivered via BPC Intranet and Internet. The software must provide for an authentication system to allow for role based system access based on the requirements and level of the user.

**Server and data base maintenance backup/restoration requires a detailed server administration in place. Smooth operations of the Server / Server maintenance and to ensure 99.9% up time of Server Infrastructure which will be calculated on monthly basis, shall be the responsibility of the tenderer. The server should be capable of taking the load for 5 years for approx. 17,000 tank lorries.**

#### **Vehicle Mounted Unit (VMU)**

- (a) The VMU should conform to IP-67, should be Resistance on Hazardous Substance (RoHS), be of a reputed make, time tested, widely used as well as, as per the specifications listed out in this tender document and to be tamper proof mounting on tank lorries.
- (b) Any technical conditions stipulated by Petroleum & Explosives Safety Organisation (PESO), Govt. of India for installation of the VMU are in the tenderer's scope.

#### **Voice Box (VB)**

The voice communication/alert device to be installed on tank lorries and to be integrated with data and intelligence of the VMU to communicate/announce the various dangers on the road to the driver/user on real time and pre-recorded messages in two Indian languages.

The following basic communication/events/messages/alerts shall be configured for on-board announcement –

- Greeting alert with safety messages at the start of the tank lorry.
- Over Speeding.
- Continuous driving for more than 3 hours.
- Harsh braking, acceleration and maneuvering.
- Night driving between 11 pm to 5 am.
- Provision for alert of entry into accident prone areas.

The Voice Box –

- (a) A unit should be of a reputed make, time tested and widely used.
- (b) It should be compatible with and seamlessly integrated to the VTS.
- (c) Announcement volume should be >90 dB.
- (d) It should be mounted with minimal wiring, least spare and at the adjacent to VMU in driver cabin for easy hearing of the announcements.
- (e) It should have the feature for acknowledging alert message receipt from the VTS.
- (f) Any technical conditions stipulated by Petroleum & Explosives Safety Organisation (PESO), Govt. of India for installation of the VB are in the tenderer's scope.

- (g) Safety messages/alerts during en route of tank lorries shall be incorporated in the system through voice box which is to be integrated with VMU/VTS system.

**The Vehicle Tracking System should provide for the following**

- (a) Minimum 120 days data log (history) on the Server and, therefore, server size be sufficient enough to handle data transferred from vehicle on GPRS network continuously.
- (b) The interval for data transmission will be every 1 minute in running conditions.
- (c) Multi level login facility to be provided with proper authentication and privileges.
- (d) Audit trail : Log of all administration actions as well as all user logins shall also be maintained.
- (e) Alarm / Alert on special message from VMU in case of accident / malfunctioning status of VMU.
- (f) User friendly log in screen.
- (g) Graphically display the vehicle position on a digitized map with different levels of zoom.
- (h) Geo-fencing of Retail Outlets / Direct Customers within a radius of 50 meters from un-loading points.
- (i) Geo-fencing of BPC Depots/Installations within a radius of 100 meters from tank lorry loading bays/area.
- (j) Geo-fencing of BPC Depot/Installation Parking Area within four corners of parking area.
- (k) Geo-fencing of routes to be done with a radius of 25 meters from the centre of the road on either side.
- (l) Animated icons in different colors to represent vehicles loaded, vehicle in motion to be shown in Green and Red color.
- (m) Display of vehicle registration no. and other details like consignee, invoice no, date, qty. of product, time left from depot, etc on click of mouse over the vehicle icon.
- (n) Graphically display of route on a digitized map
- (o) Configure databases based on user requirements. Access to designated administrator (BPCL official) to add, modify, delete vehicles and their related details.
- (p) Development of software shall be responsibility of the tenderer.

**Fleet Management Master Database containing**

- (a) Tank Lorry Registration number

- (b) Owner's name
- (c) Capacity (kl)
- (d) Vehicle Database Trip-wise Details
- (e) Backup and restoration facility of older data

**A user interface shall be provided for entering the details of tank lorries and following data :**

- (j) Tank Lorry Registration No.
- (k) Name of the Driver and driving license no. and validity.
- (l) Name of the transporter
- (m) Name of consignee
- (n) BPCL Invoice No. and date
- (o) Destination
- (p) Product
- (q) Quantity delivered
- (r) Date
- (s) Time

These above data shall be entered for each trip, stored in the database and used for reporting. Alternatively, the above details can be provided by BPC's ERP System and/or BPC's Automation System (TAS)/Other BPC Systems and the same shall be incorporated into the VTS application for reporting and display purpose.

### **Digital Maps & Route Mapping**

Digital Map Calibration to be undertaken for achieving the accuracy in results. Only Google map to be provided by the vendor for route mapping.

### **Route Mapping**

- (a) All the routes to be taken by the tank lorries from supply locations to Retail Outlet /Direct Customers shall be surveyed properly by the tenderer. The routes shall match with the roads shown in the digitized map and prominent landmarks must be plotted on the map. Location of supply points and Retail Outlet must be shown with prominent color icons. The survey should be done with the help of an automatic GIS data logger (Integrated Google maps). Accuracy of latitude/longitude, correlating the same with ground features and geo-fencing of the routes is of paramount importance.
- (b) Map of delivery routes of existing BPC Retail Outlets (ROs) with roads, geo coordinates important landmarks, other features, with names shall be provided by BPC. Standard routes from supply locations to new ROs/Direct customers shall be mapped, with latitudes, longitudes ascertained and place names associated with the coordinates for all important landmarks along the route.
- (c) Map customization as required i.e. the map of each location area will show :
  1. Retail Outlets/Direct Customers of BPCL.
  2. Assigned routes of tank lorries.
  3. Supply locations of BPCL.
  4. Other important landmarks e.g. Post Office, Hospital, Temple, Bridge, Railway crossings, toll tax points, other Companies Retail Outlets etc.
  5. Destination with name of Retail Outlets/Direct Customer.

- (d) Mapping software functions should include zoom (min. 3 levels), measure distances, show layers, symbols, link to database, show position of tank lorry on map etc.

### **Other Features of Vehicle Tracking System**

- (a) If the VMU is in an area where the GSM connectivity is poor or not available, the device does not transmit any data. However, it should store the required data till such time as the device senses that it has reached a GSM coverage area.

**(b) Hardware over the air configurable.**

The Vehicle Mounted Unit (VMU) should have capability to configure unit over the air depending upon the requirement.

### **Reliability and capability of the Tenderer**

- (a) Presence of services of the tenderer across the length and breadth of States/UTs on Pan India is required.
- (b) Franchise and dealers or any individuals operating on behalf of tenderer shall not be considered as offices.
- (c) The Web Support should be provided for 24 hours basis.
- (d) Tenderer shall be required to maintain Toll free number and two dedicated telephone lines /Call Centre / Help Desk/Web Based system to register the complaints from BPCL officers and reports have to be generated after attending the complaint on regular basis.
- (e) The call centre should be able to respond to queries regarding vehicle location and other related information by BPC officers/Retail Outlet Dealers/Transporter. The help line (call centre from 08:00 am to 08:00 pm every day including holiday & Sunday shall required to be kept open. This Help Line system / service will be evaluated by BPCL. Non-compliance to this at any point of time during the pendency of contract will attract Liquidated Damages as mentioned in the Special Terms & Conditions of Tender. BPC's decision will be final in this regard.

## **2.28 Termination and other applicable clauses**

**(a) Title, Property, Damages, Losses**

At all times, all the VMU/Devices shall remain the property of the tenderer and no right, lien or encumbrance shall accrue to the benefit of Transporter or BPC, from the tenderer making available the VMU/Devices to the Transporter. Transporter shall bear the risk of accidental loss, theft, and damage of any kind to the VMU/Devices, and to this extent, may take necessary insurance for the same. In the event, a VMU/Device is lost, destroyed or damaged beyond repair, the old monthly service charges shall be deemed cancelled from the date of such loss, destruction or damage and BPC shall be liable to pay the tenderer a VMU/Device Fee for each VMU/Device lost, destroyed, stolen or damaged beyond repair and BPCL may recover the same from Transporter The VMU/Device Fee shall be considered as 25% of the monthly services charges multiplied by the outstanding period of monthly service charges. If Transporter or BPC



require a new Device and a new monthly service charges to replace the lost/damaged/destroyed VMU/Device, then the tenderer will provide a new VMU/Device and a new monthly service charges or the full period monthly service charges, which shall commence upon installation of the replacement VMU/Device. If the monthly service charges is for a period of less than 60 months, due to transporter's late induction, then these devices shall become property of BPC/Transporter by paying Device fee (25 % of monthly service charges multiplied by outstanding period of monthly service charges)

## **(b) Termination**

This Tender/Contract shall come into force on the date mentioned hereinabove and unless earlier terminated shall remain in force for a period of 5 years. The period of monthly service charges for any VMU/Device shall be a maximum of 5 years, i.e. from the date of its installation on tank lorries up to the end of the contact period of 5 years. In most cases, the period of monthly service charges is envisaged to be a few days short of 5 years (i.e. 5 years minus the time taken for installation of the VMU/device in the tank lorries). If any tank lorry is inducted later on, then the period of monthly service charges for these tank lorries will be lesser than 5 years.

Each party may terminate this Tender/Contract -

In the event, the other party materially breaches its obligations under this Tender/Contract. If such breach is curable, the termination shall become effective. If breaching party fails to cure such breach within thirty (30) days from the date, the breaching party receives written notice of its breach from the non-breaching party; and if such breach is not curable, with immediate effect upon written notice. It is understood that it is considered a material breach of the Tender/Contract/Agreement entitling the tenderer to terminate this tender/contract subject to the preceding sentence and with the consequences if BPC fails to make payments (except to the extent disputed) and the amount in arrears exceeds three months aggregate monthly service charges for all of BPC's monthly service charges.

Immediately upon written notice by a party, in the event that any order of bankruptcy or like order is passed against the other party under any applicable bankruptcy or insolvency laws, or in the event that other party makes an assignment for the benefit of creditors, or in the event that a trustee or receiver is appointed to administer the business or assets of said other party; and

If BPCL terminates the tender/contract as regards any one or more tank lorries without any reason (part termination simpliciter), it shall be liable to pay a Termination Fee as defined below:

In the event that the VMU/Device is not returned to the tenderer, the Termination Fee shall be 50% of the monthly service charges payable (to be recovered from Transporters) for such monthly services charges, multiplied by the number of months remaining in the period of monthly service charges.

If the VMU/Device is returned to the Tenderer, no Termination fee shall be payable.

## **(c) Device Recovery**

If the tender/contract is terminated or if an individual tank lorry / VMU/ Device monthly service charges is terminated, BPCL will return all VMU/Devices to the tenderer taking due care to not damage or destroy them. Alternatively, BPCL may make the

vehicles with VMU/Devices available to the tenderer for de-installation of the VMU/Devices. Such de-installation shall be free-of-charge in the case of termination by BPC pursuant to any Clause. The monthly service charges shall stop from the date of termination. This will not apply to cases where the VMU/devices become the property of BPC/Transporters as above.

**(d) Termination of Contract for breach of Service Levels**

**BPC, at its own discretion, may take appropriate action which will include termination of the contract forthwith and without any liability, for any reason whatsoever.**

In case of any Termination for breach of any Service Level, then BPCL shall not be liable to pay any further monthly service charges after such Termination.

### 3. SPECIAL TERMS AND CONDITIONS

#### 3.1 Completion time for commissioning of VTS system

VTS should be made operational, in all respects, on minimum 95% of the total tank lorries (at present about 10,500), within 16 (sixteen) weeks from the date of acceptance of Letter of Intent (LOI) by the successful tenderer.

#### 3.2 Compensation / Liquidated Damages for delay in completion

(a) In case, there is a delay in making VTS operational, within the above mentioned schedule completion time period, Liquidated Damages as mentioned below shall be charged and recovered from the tenderer, LOI is liable to be cancelled and placed on an alternate tenderer at the risk and cost of the original tenderer, unless such failure is due to Force Majeure as defined or due to BPC defaults. The rate of liquidated damages may vary from 0.5% to 5% of the total contract value.

(b) For non-compliance of Service Level Requirements, the following Liquidated Damages shall be levied and recovered from the successful tenderer's monthly service charges due to him/her or Security Deposit.

Sr. No.	Details of Compensation/Liquidated Damages	Rate of Liquidated Damages
1.	Compensation for delay in completion/commissioning of VTS system, in all respects on minimum 95% of the total tank lorries beyond 16 weeks from the date of acceptance of LOI.	` 1 lakh per week beyond 16 upto 20 weeks. ` 5 lakhs per week beyond 20 weeks.
2.	Non-availability of help line system/service for more than 4 (four) hours continuously at any point of time, till the time it is restored.	` 5000/- (five thousand) per hour.
3.	Non-availability of web server beyond 6 (six) hours for whatsoever reason, till the time services are restored.	` 25,000/- (twenty five thousand) per hour.
4.	Breach of safety during execution of works within the premises of BPC/Retail Outlets/Direct Customers.	`10,000/- (ten thousand) per occasion for each violation.
5.	Delay in repair of VMU/VB beyond 3 days of logging of the complaint till the day of repaired VMU/VB is re-installed.	` 500/- (five hundred) per day, per unit.
6.	Not maintaining min. 95% of VTS monthly uptime All India (applicable after 16 weeks after from the date of acceptance of LOI)	` 5 lakh (five lakh) per month.
7.	Non-installation of new VMU for additional TL and making it tracked beyond 15 days of providing indent for the same (applicable after 24 weeks from the date of acceptance date of LOI).	` 500/- (five hundred) per day per TL

8.	Non-completion of route mapping of new ROs beyond 20 days after sending written request and on mutually agreed date.	` 500/- (five hundred) per day per RO.
9.	Non-completion of VTS trainings to the staff/PCVO/Dealers etc. on request from location on mutually agreed date.	` 5000/- (five thousand) per location.
10.	Non-maintenance of minimum 5% inventory of VMU at Location (applicable after 24 weeks from the date of acceptance date of LOI)	` 1000/-(one thousand) per day per location.
11.	Erroneous system generated exception/performance reports.	` 1000/- (one thousand) per day.
12.	Non-returning of system protocol/other data to BPC after termination of contract.	5% of total contract value.
13.	The VTS Uptime falls below <85% at >5% supply locations for three (3) months in a year after completion of 6 months period of contract.	BPC, at its own discretion, may take appropriate penal action which will include termination of the contract forthwith and without any liability, if for any reason whatsoever.

- (c) In case of tenderer provide faulty/sub-standard VMU/VB/Power Cables and its improper installation leading to dangerous occurrence/incident, BPC shall take action against the tenderer as deemed fit, including cancellation of LOI and termination of contract.
- (d) All sums payable by way of compensation/liquidated damages shall be considered as reasonable compensation without reference to the actual loss or damage, which shall have been sustained.
- (e) For the purpose of liquidated damages, the certification of BPCL official shall be final and binding and at the discretion of BPCL.

### 3.3 Service Level Requirement

The successful tenderer shall provide the following to BPC for the term of this Tender/Contract :

#### (a) Service

A turnkey solution in a fully outsourced software, as a service model, to meet BPC needs, including supply and installation of VMU/Devices, hardware and software service interface, reporting, wireless data, map support and pro-active customer support for using the services during the entire contract period. The services aims to provide visibility of the vehicles in which the VTS devices are fixed and to provide carrier productivity enhancement tools to the BPC. Any software, hardware, operation, network or service component that is required for the development, implementation, operation and sustenance of the service, will be part of the scope of work. The tenderer has to provide 99.5% uptime of backend services from its data centre.

(b) **Device**

The VMU/VB device integrates a GSM/GPRS modem, a GPS receiver, internal antenna, SIM Card, battery backup and an array of peripheral interfaces, in a robust IP67 outer casing package.

(c) **Service Level**

The services are provided to BPC as well as to those transporters who have entered into a contract with BPC, to provide transportation services. BPCL and the successful tenderer shall agree that about 10,500 plus around 3,500 VMU/devices will be installed on the tank lorries of various BPCL transporters and BPCL Company owned. The service levels will be determined taking into consideration all services provided under this Tender/Contract.

(d) The successful tenderer shall provide VTS 'Uptime' (as defined in the tender document) of minimum 95% of the total VMU/devices installed on tank lorries. The monthly uptime to be provided for the devices is also set out in the tender document.

(e) 'Uptime' formula (as mentioned in Annexure 3) is based on one (1) data packet from the VMU/device. The 'Uptime' calculation shall not include the following (and packets lost due to these events shall be added to the packets actually received) :

- Engine off (tank lorry idle time information will be available from the standard idle time reports).
- Tank Lorry in maintenance,
- Device re-installation/de-installation as required by BPCL,
- Decommissioning of a tank lorry.
- Message count losses due to VMU/device theft from tank lorry or accident of the tank lorry.
- Damage caused by force of nature, external causes, or act of any third party.

(f) Downtime due to VMU/device damage shall be counted against the uptime. However, if the tenderer can show that these downtime are attributed to Transporter, the adjustment in monthly services charges according to tender terms, shall be suspended until a resolution has been reached between the parties.

(g) The successful tenderer shall provide a monthly system generated report on VTS Uptime computation based on definition provided in the tender document i.e. for all VTS devices installed. Furthermore and for information purposes, the successful tenderer will provide a uptime report for all VTS devices installed for BPCL. Should a particular Transporter experience uptimes of <85% for a particular tank lorry, the successful tenderer shall deliver a detailed report within 7 business days detailing all causes. Any issues related to the performance of the VTS devices shall be rectified during the course of the month by the tenderer.

(h) The monthly uptime details will be made available electronically to BPC. BPC may audit or have audited the successful tenderer's Uptime calculation, at their cost, after submission of such reports to BPC.

(i) The tracking history and reports will be available for 120 days (online).

- (j) The successful tenderer will provide 24X7 customer support through its fully functional Call Center. The support center provides a technical help desk, staffed by skilled bi-lingual (English & Hindi) technical support representatives. The helpdesk incorporates a call management system and a “known problems/solutions” database available online. Any call made by the Transporter/BPC Officials, including reliability issues with reports and data, should be promptly resolved by the tenderer without any unreasonable delay.

**(k) Termination of Contract for breach of Service Level Requirements**

**BPC, at its own discretion, may take appropriate action which will include termination of the contract forthwith and without any liability, for any reason whatsoever, if VTS Uptime falls below <85% at >5% supply locations for three (3) months in a year after completion of 6 months period of contract.**

In case of any Termination for breach of any Service Level, then BPCL shall not be liable to pay any further monthly service charges after such Termination.

**(l) Clarifications**

Prospective tenderers are encouraged to seek clarifications before submitting bids so that there is a proper understanding of the contract, the services which are to be provided and is expected from the tenderer and in order to address any issues which are not covered adequately under the tender terms and conditions.

A pre-bid meeting is also scheduled on **02-09-2015** at Mumbai wherein the prospective tenderers may seek clarification, if any.

Failure to properly understand the scope of work, may entail substantial losses and risks to the prospective tenderers and they are advised to take particular note of the same.

**(m) Liabilities**

Neither party shall be liable to the other or to any third party for any consequential, punitive, indirect, special or exemplary damages or losses, howsoever caused and whether under the principles of strict liability, equity or any other principle of law.

**(n) Modifications**

If after placement of Purchase Order and /or during the course of tender/contract, certain issues arise which were not contemplated by the parties (for resolution) then both parties shall mutually discuss the said issues in good faith with a view to resolve the same.

## 4. GENERAL TERMS & CONDITIONS

**4.1 Notwithstanding the sub divisions of this tender document into several sections, every part of each shall be deemed to be supplementary of every other part and shall be read with an into the contract so far as it may be practicable to do so.**

4.2 Tender documents are not transferable.

4.3 The tenderers/firms having common Directors/Partners can be considered but tenderers have to submit their bids from any one of the firm. The bid offers from other firm, if submitted, will be rejected.

### **4.4 Authorized Signatory**

The bid shall be signed by legally authorized representative of the Tenderer entering into commitment on behalf of the Tenderer. The tenderer shall submit Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Tenderer.

### **4.5 No Assignment**

The tenderer shall not sublet or assign the work or any part thereof to another party without prior written consent of BPCL and no such subletting or assignment shall relieve the tenderer from the full and entire responsibility of its obligation under this tender.

### **4.6 Jurisdiction**

The tender/contract shall be deemed to have made in Mumbai and shall be construed according to the laws of India and the performance by BPCL of any part herein contained shall be considered due in Mumbai for the purpose of jurisdiction.

### **4.7 Claims**

The BPC shall be entitled to retain the amount of any claim of BPC against the tenderer whether liquidated or un-liquidated arising out of this tender contract or otherwise, however and set off the same protanto against amount payable to the Tenderer under reference or otherwise however without prejudice and in addition to the other rights of BPC to recover the amount of any claim as aforesaid.

### **4.8 Damages to BPC's & Transporter's Property/Employee/Others**

The tenderer shall remain at all time liable to the BPCL/Transporter/RO Dealer/Direct Customer for any loss or damage caused to any building, plant, machinery, or the property of BPC/Transporter due to defective/substandard equipment/materials, careless, negligent, inexperienced act or default of the Tenderer, his/her agents/representatives/employees, the BPCL shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amounts payable hereunder to the tenderer the cost of repairs, and or the amount of loss or damage.

### **4.9 Signing of Integrity Pact (IP)**

(a) The Integrity Pact (IP), provided in this tender document as **Annexure7** shall be returned by the tenderer, along with the Technical Bid, duly signed by the same



signatory who is legally authorized to sign the bid documents. All the pages of the IP shall be duly signed. Tenderer's failure to return the IP, duly signed along with the bid documents, shall result in the bid not being considered for further evaluation.

- (b) If the tenderer has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the IP, BPC shall be entitled to demand and recover from tenderer, Liquidated Damages amount by forfeiting the EMD/Bid Security as per the provisions of the IP.
- (c) If the contract has been terminated according to the provisions of the IP, or if BPC is entitled to terminate the contract according to the provisions of IP, BPC shall be entitled to demand and recover from the successful tenderer the Liquidated Damages amount by forfeiting the Security Deposit as per provisions of the IP.
- (d) The tenderer may raise disputes/complaints, if any, with the nominated Independent External Monitor (IEM). The name/address/contract numbers of IEM appointed to oversee implementation of the subject tender, is given below :

Shri Shantanu Consul  
No. 9-MCHS (IAS Officers Colony)  
16<sup>th</sup> Main, BTM 2<sup>nd</sup> Phase,  
Bangalore – 560076  
Email id : [shantanuconsul@gmail.com](mailto:shantanuconsul@gmail.com)  
Mobile : 09740069318

#### **4.10 Arbitration**

- (a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the Company against the contractor or regarding any right, liability, act, omission or 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) of the Company (BPCL) or of some Officer of the Company who may be nominated by the Director (Marketing). The licensee will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the Company 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 company, he had expressed view 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 (Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director (Marketing) 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 of office as an officer of the Company if the Director (Marketing) does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such person 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 (Marketing) of the Company or a person nominated by such Director (Marketing) 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 & 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 summery 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 Indian Arbitration & 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 proceeding, shall be entitled to prefer a cross-claim, counter claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Director (Marketing) for such counter-claim, cross claim, 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 (Marketing).
- (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 of cross claims of the parties.
- (f) The arbitrator shall be entitled to direct any one of the parties to pay the costs to 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 (if so required) in the concerned courts in the city of Mumbai only.

#### **4.11 Force Majeure**

- (a) In the event of either Party being rendered unable, wholly or in part, by Force Majeure, to carry out its obligations under this tender/contract, other than buying Party's obligations to make any payment coming due hereunder, it is agreed that upon such Party giving notice and full particulars of such Force Majeure, in writing, to the other Party as soon as reasonably possible after the occurrence of the cause relied on and in any event within forty eight hours therefrom, the obligations of such Party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall, as far as reasonably practicable, be remedied with all reasonable dispatch.
- (b) As used herein, the term "Force Majeure" means any event or circumstance or combination of events and circumstances that materially and adversely affect the performance of either Party of its obligations pursuant to the terms of this tender/contract (including by preventing, hindering, or delaying such performance), but only if and to the extent that such events and circumstances are beyond the Affected Party's control and were not foreseeable. The term "Force Majeure" may include, among others, the

following events and circumstances to the extent they satisfy the foregoing definition: acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government or people, explosions, breakdown of or accident to machinery, equipment or process units, and valid rules, regulations and orders of governments or governmental agencies.

- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing Party when such course is inadvisable in the discretion of the Party having the difficulty.
- (d) The Party giving notice of Force Majeure shall promptly give notice in the same manner as set forth above upon termination of such Force Majeure event.

#### **4.12 Representations & Warranties**

- (a) Existence and Authority : Each Party represents and warrants to the other that the execution, delivery, and performance by it of this tender/contract are within its powers, have been duly authorized by all necessary action, and do not contravene its certificate or articles of incorporation or by-laws or any law or applicable requirement of any Government Agency.
- (b) Approvals : Each Party represents and warrants to the other that no authorization or approval or other action by, and no notice to or filing with, any Government Agency is required for the due execution, delivery, and performance of this tender/contract or for the validity or enforceability thereof, except for those approvals and authorizations that have been obtained or that are required from time to time after the Effective Date and are customarily received in the ordinary course of business. Each Party further represents and warrants that it has no reason to believe that such authorizations or approvals will not be granted in the usual course prior to the date required by Applicable Law.
- (c) Binding Effect : Each Party represents and warrants to the other that it has full power and authority to execute, deliver, and perform its obligations under this tender/contract and this tender/contract constitutes the legal, valid, and binding obligation of that Party enforceable against it in accordance with its terms.

#### **4.13 Indemnification**

- (a) Tenderer : Except as expressly provided in this tender/contract, the tenderer shall forgo all claims against BPCL for and shall hold harmless and indemnify BPC against any and all liability in respect of any of the following insofar as caused by or arising in the course of performance or purported performance of this tender/contract (whether or not involving the negligent act or omission of BPCL, its directors or other officers, employees, agents, contractors, or sub-contractors) namely :
  - any death or injury of any officer, employee, agent, contractor or sub- contractor of tenderer;
  - any physical loss or damage (and any loss directly associated with or arising from such loss or damage); or
  - any death or injury of any third Party or damage to the property of any third Party

occurring on or as a result of an accident and tenderer shall hold harmless and indemnify BPCL from and against any and all costs, damages or expenses whatsoever incurred by tenderer in respect of any claims, demands, proceedings or causes of action arising from such death, injury, loss or damage.

(b) BPCL : Except as expressly provided in this tender/contract BPC shall forgo all claims against tenderer for and shall hold harmless and indemnify tenderer against any and all liability in respect of any of the following insofar as caused by or arising in the course of performance or purported performance of this tender/contract (whether or not involving the negligent act or omission of tenderer, its directors or other officers, employees, agents, contractors or sub-contractors) namely :

- any death or injury of any officer, employee, agent, contractor or sub-contractor of BPCL;
- any death or injury of any third Party or damage to the property of any third Party occurring on or as a result of an accident involving any of BPCL's facilities or any facilities of BPCL's customers or facilities involved in the receipt, handling, transportation, or storage of the Products, and BPCL shall hold harmless and indemnify tenderer from and against any and all costs, damages, or expenses whatsoever incurred by tenderer in respect of any claims, demands, proceedings or causes of action arising from such death, injury, loss or damage.

#### **4.14 Assignment**

This tender/contract shall ensure for the benefit of the Parties and their successors and permitted assigns. Neither Party may sell, transfer or assign its rights or duties under this tender/contract or its interest in this tender/contract to any other person except with the prior written approval of the other Party; provided, however, that either Party may, without the written approval of but with prior written Notice to the other Party, assign its rights under this tender/contract to, and/or create a security interest in this tender/contract in favor of, the Financing Parties and/or their nominees in connection with financing of the assigning Party's facilities, and such other Party shall provide acknowledgements of any such security, opinions of counsel, and other documents as the assigning Party may reasonably request or as may be required in connection with such security or assignment. Any assignment of this tender/contract in violation of this Article shall be void. The term "Financing Parties" shall mean Indian financial institutions, Scheduled Banks in India, international banks and financial institutions, and, in the event of a capital markets offering, the nominees, trustees, and agents appointed to act on behalf of holders of such instruments offered by such assigning Party.

#### **4.15 Confidentiality**

Each Party shall maintain in confidence in accordance with the standards of care and diligence that it utilizes in maintaining its own confidential information the terms of this tender/contract and any information supplied or obtained by a Party pursuant to the terms hereof. Notwithstanding the preceding sentence, either Party may disclose information that would otherwise be confidential to the extent required by law in the opinion of legal counsel to the disclosing Party.

#### **4.16 Severability**

The invalidity, illegality or unenforceability of any of the terms of this Tender in any respect shall not affect or impair the validity, legality or enforceability of any other provision of this Tender. The Parties shall make all reasonable endeavors to agree as far as possible that

invalid terms shall be amended or replaced by valid terms with a similar effect in order to maintain the purpose and continuity of this tender/contract and till the amendments are carried out, such invalid terms will be inoperative in relation to the rights and obligations of the Parties under this Tender.

#### **4.17 Change in Law**

The Parties undertake that, should the Government of India make any Change in Law and/or issue any directive in respect of any provision or matter included in this tender/contract and applicable to oil industry generally, at any point of time, the Parties shall implement the same and amend the present tender/contract accordingly or execute such supplementary agreements, as may be required to effect such changes from time to time.

#### **4.18 No Waiver**

No delay or omission on the part of either Party in exercising any right, power or remedy provided by law or under this tender/contract, nor any indulgence granted by any Party to any other Party, shall impair such right, power or remedy, or be constructed as a waiver thereof, nor shall the single or partial exercise of any right, power or remedy provided by law or under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

#### **4.19 Cumulative Rights**

Except as expressly provided herein, the rights, powers and remedies provided in this tender/contract are cumulative and not exclusive of any rights, powers and remedies provided by law.

#### **4.20 Entire Tender/Contract**

This tender/contract along with the documents referred to therein and other agreements, if any, entered into contemporaneously with this tender/contract constitute the entire agreement of the Parties with respect to the subject matter of this tender/contract. Each of the Parties hereby acknowledges that, in entering into this tender/contract it has not relied on any representation or warranty save as set out expressly herein or in any document referred to herein.

#### **4.21 Amendment & Waiver**

No variation of or amendment to any of the terms of this tender/contract shall be effective unless it is in writing and signed by or on behalf of each of the Parties and no waiver of any terms hereof shall be effective unless it is in writing and signed by the Party against whom such waiver is sought to be enforced.

#### **4.22 Relationship**

Nothing in this tender/contract shall constitute or be deemed to constitute the relationship of principal and agent or of a partnership between the Parties and neither of them shall have any authority to bind the other in any way or for any purposes.

#### **4.23 Counterpart**

This tender/contract may be executed in counterparts simultaneously, each of which shall be an original, but all of which shall constitute a single instrument.

#### 4.24 Interpretation

Unless the context requires otherwise, in this Tender/Contract :

- (a) the headings are for convenience only and shall be ignored in construing this tender/contract;
- (b) the singular includes the plural and vice versa;
- (c) references to Articles, and Annexures are, unless the context otherwise requires, references to Articles, and Annexures to, this tender/contract;
- (d) in carrying out its obligations and duties and exercising its rights under this Agreement, each Party shall have an implied obligation to act in good faith;
- (e) the word “including” means “including without limitation”; and
- (f) a day shall be a period of 24 hours commencing at 00:00 hrs; a week shall commence on each Monday, a month shall be a calendar month; a quarter shall be a calendar quarter; and a year shall be a calendar year.

4.25 It shall be understood that every endeavor has been made to avoid error/s 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 account thereof. No advantage is to be taken either by BPCL or the Tenderer of any clerical error or mistake may occur in this tender document.

4.26 Any other terms and conditions submitted by the tenderer along with bids will not be binding on BPCL.

4.27 The Tenderer may send their representative to witness the opening of bids, on the scheduled dates/time, if they so desire.

4.28 The tenderer should sign all the pages of the tender document as token of acceptance of tender terms and conditions of this tender.

4.29 In case of unscheduled holiday on opening day of the bids, the next working day will be treated as scheduled prescribed day for opening of bids. However, time and venue will remain the same.

4.30 The tenderer should submit a declaration regarding relationship with BPCL Directors (s) as per **Annexure 12** provided in this tender document.



## 5 VTS DEFINITIONS

VTS Uptime	It is the availability of “time, location, speed, ignition status, movement status” data of VMU/device installed on tank lorry (at given place and period of time).
Route	It is a set of latitude/longitude with defined important land marks from source to destination i.e. from BPCL depot/Installation to Retail Outlet (RO)/Direct Customers.
Route deviation	Diversion of the Tank Lorry beyond the route geo-fence will be considered as route deviation, provided duration for the same is more than three consecutive positional data (PD).
Halt/Stoppage	It is an exception generated by Tank Lorry when it stops at an unauthorized place during the trip.
Trip Start	Trip start is considered when tank lorry leaves exit gate of BPC Supply Location.
Actual Consignment End Time	It is the time when RO/Direct Customer (destination) lat/long gets detected.
Actual Trip Time	It is the time when the tank lorry reports back to Depots and after delivery of product and details lat/long of Depot gets detected.
Permissible Halt/Stoppage	Permissible time is given to those tank lorries which have reached the destination but unable to deliver the product to the selected RO/Direct Customers between 8 pm to 8 am due to closure of customer/outlet.
Authorized Halt Time	It is an allowable stoppage duration for Tank Lorry to take halt in a particular trip. Following are the authorized stoppage time durations with respect to scheduled distance for a trip :  Continuous Driving of 3 hours : 30 minutes.
Time Interval for Data Transfer	Positional Data (PD) at 30 seconds interval will be accumulated in one data packet and sent to central server by GPRS mode in 3 minute intervals.
Moving Tank Lorry	If the lat/long in consecutive receipt of positional samples is changing and speed is greater than zero, then it is treated as moving.
Stationary Tank Lorry	If 2 or more up to 9 consecutive PD received are of same lat/long (up to 3 <sup>rd</sup> place of decimal) and the speed is zero.
Halt/Stoppage	If the consecutive receipt of PD from same lat/long (up to the third place of decimal) is between 10 minutes and 72 hours and the speed of the last PD is zero.
In-active	If the PD from a tank lorry is not received for a period greater than 72 hours, then it is treated as inactive.
Geo-Fence	A Geo-fence is a geographical region that is defined and used to trigger an event when a user enters the region. Geo-fence is an imaginary electronic boundary around an area of interest so that alerts are available when a vehicle enters/leaves this area. Parking Area,



	Supply location, destination and authorized routes are inside a geo-fence.
Geo-fencing of Route	It is the virtual corridor within which the tank lorry is authorized to travel from supply location to destination (RO/Direct Customer). Presently, this is 50 meter wide (25 meter on either side of the route).
Supply Location (Depot) Geo-fence	This is the virtual circular area (400 meter dia approx. – to be configurable) around supply location. The centre of this circular area shall be the Lat/Long of the Tank lorry filling shed at location. This needs to be captured during route survey.
Destination Geo-fence	This is the virtual circular area (200 mtr dia approx. – to be configurable) around the RO/Direct Customer. The centre of this area shall be the lat/long of decantation of Tank Lorry area at the RO/Direct Customer. This needs to be captured during the route survey.
Loading Time	In case of loading locations, this is taken as 60 minutes after generation of invoice. This will be added to the scheduled trip time.
Scheduled Trip Time	Loading time + travel time (i.e. distance/avg. speed + authorized stoppage duration).
Authorized Stoppage Duration	Includes stationary time and halt time during the trip. Stationary Time will be considered as two consecutive receipts of PD with zero speed and same lat/long up to third decimal.
Stoppage Duration Exceptions	Will be generated when total stoppage duration (summation of duration of all stationary and halt time) for the trip exceeds the authorized stoppage duration allowed for the trip.
Online Tracking and Dynamic Status	Will give information at current instant place, date and time. Route and over speed exceptions once occurred will remain displayed in dynamic status report throughout the trip, till trip is closed.
Trip Closure Auto Closure	Tank Lorry reaches Geo-fence of destination (PD of Geo-fence of destination received) and stays in the Geo-fence for more than 20 minutes (meaning non-receipt of PD from anywhere outside the Geo-fence of the destination).
Force Closure	Non-occurrence of auto-closure and Tank Lorry reaches the loading location again and a new invoice is generated for the Tank Lorry. Data of such aborted trips to be moved to a suitable table for analysis.
Open Trip	Non-occurrence of auto or forced closure.
Replay of Trips	Will be only for closed trips.
Invoice Data	SAP data that is kept at a designated address for VTS of vendor to pick up. This data will be read only and is not posted, as multiple users require this data. So it is maintained at the designated address for pick up. Tenderer's servers will be authorized by BPCL for access of this data.

Online Tracking Screen Refresh Rate	1 minute.
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**LIST OF BPC SUPPLY LOCATION (DEPOTS/INSTALLATIONS) WITH NO. OF TANK LORRIES (TLs) TO BE INSTALLED WITH VTS**

Region	State	Sr. No.	Supply Location (Depot/Installation)	Total Operating Tank Lorries (As on 01-08-15)
North	Haryana	1	Panipat	161
	Haryana	2	Hissar	32
	Haryana	3	Piyala	134
	Haryana	4	Rewari	87
			<b>State Total</b>	<b>414</b>
	J&K	5	Jammu/Srinagar	345
			<b>State Total</b>	<b>345</b>
	Delhi	6	Bijwasan (Delhi)	130
			<b>State Total</b>	<b>130</b>
	Punjab	7	Jalandhar	136
	Punjab	8	Lalru	121
	Punjab	9	Bhatinda	102
	Punjab	10	Sangrur	109
			<b>State Total</b>	<b>468</b>
	Rajasthan	11	Bharatpur	62
	Rajasthan	12	Bagru/Jobner (Jaipur)	148
	Rajasthan	13	Salawas (Jodhpur)	268
	Rajasthan	14	Kota	318
	Rajasthan	15	Udaipur	120
	Rajasthan	16	Durai	21
			<b>State Total</b>	<b>937</b>
	UP	17	Aonla	67
	UP	18	Banthra (Shahjanpur)	79
	UP	19	Baitalpur	83
	UP	20	Gonda	38
	UP	21	Kanpur	137
	UP	22	Karari (Jhansi)	51
	UP	23	Mathura	156
	UP	24	Meerut	56
	UP	25	Nazibabad	120
	UP	26	Mughalsarai (Varanasi)	188
			<b>State Total</b>	<b>975</b>
	Uttarakhand	27	Kathogodam (Barriely)	87

			<b>State Total</b>	<b>87</b>
	<b>Total North</b>	<b>27</b>		<b>3356</b>
<b>East</b>	<b>Assam</b>	<b>1</b>	Numaligrah	<b>205</b>
			<b>State Total</b>	<b>205</b>
	<b>Bihar</b>	<b>2</b>	Barauni	<b>106</b>
	<b>Bihar</b>	<b>3</b>	Muzzafarpur	<b>130</b>
	<b>Bihar</b>	<b>4</b>	Patna	<b>163</b>
			<b>State Total</b>	<b>399</b>
	<b>Jharkhand</b>	<b>5</b>	Tata Nagar	<b>58</b>
	<b>Jharkhand</b>	<b>6</b>	Dhanbad	<b>96</b>
	<b>Jharkhand</b>	<b>7</b>	Ranchi	<b>108</b>
			<b>State Total</b>	<b>262</b>
	<b>Odisha</b>	<b>8</b>	Balasore	<b>167</b>
	<b>Odisha</b>	<b>9</b>	Berhampur	<b>58</b>
	<b>Odisha</b>	<b>10</b>	Paradeep	<b>210</b>
	<b>Odisha</b>	<b>11</b>	Sambalpur	<b>129</b>
			<b>State Total</b>	<b>564</b>
	<b>WB</b>	<b>12</b>	Rajbandh	<b>126</b>
	<b>WB</b>	<b>13</b>	Budge Budge (Kolkatta)	<b>154</b>
	<b>WB</b>	<b>14</b>	Haldia (Kolkatta)	<b>181</b>
	<b>WB</b>	<b>15</b>	Malda	<b>30</b>
	<b>WB</b>	<b>16</b>	NJP/Rangapani	<b>128</b>
			<b>State Total</b>	<b>619</b>
	<b>Total East</b>	<b>16</b>		<b>2049</b>
<b>West</b>	<b>MP</b>	<b>1</b>	RAIRU (Gwalior)	<b>54</b>
	<b>MP</b>	<b>2</b>	BAKANIA (Bhopal)	<b>104</b>
	<b>MP</b>	<b>3</b>	BINA	<b>70</b>
	<b>MP</b>	<b>4</b>	BHITONI (Jabalpur)	<b>169</b>
	<b>MP</b>	<b>5</b>	MANGLIA (Indore)	<b>179</b>
			<b>State Total</b>	<b>576</b>
	<b>Chhastisgrah</b>	<b>6</b>	BHILAI/RAIPUR	<b>248</b>
			<b>State Total</b>	<b>248</b>
	<b>Maharashtra</b>	<b>7</b>	BORKHEDI (Nagpur)	<b>119</b>
	<b>Maharashtra</b>	<b>8</b>	GAIGAON (Akola)	<b>107</b>
	<b>Maharashtra</b>	<b>9</b>	AKOLNER (Ahmednagar)	<b>88</b>
	<b>Maharashtra</b>	<b>10</b>	LONI (Pune)	<b>159</b>
	<b>Maharashtra</b>	<b>11</b>	MIRAJ	<b>163</b>
	<b>Maharashtra</b>	<b>12</b>	MANMAD	<b>311</b>
	<b>Maharashtra</b>	<b>13</b>	PAKNI (Solapur)	<b>101</b>
	<b>Maharashtra</b>	<b>14</b>	SEWREE (Mumbai)	<b>182</b>
			<b>State Total</b>	<b>1230</b>
	<b>Gujarat</b>	<b>15</b>	HAZIRA (Surat)	<b>90</b>
<b>5</b>	<b>Gujarat</b>	<b>16</b>	KANDLA (Gandhidham)	<b>36</b>
	<b>Gujarat</b>	<b>17</b>	KOYALI (Vadodara)	<b>76</b>

	Gujarat	18	NAVEGAON (Ahmedabad)	90
	Gujarat	19	SABARMATI (Ahmedabad)	37
	Gujarat	20	SIDHPUR	42
	Gujarat	21	VADINAR (Jamnagar)	135
			<b>State Total</b>	<b>506</b>
	Goa	22	GOA-ZIOL	60
			<b>State Total</b>	<b>60</b>
	<b>Total - West</b>	<b>22</b>		<b>2620</b>
<b>South</b>	TN	1	IRUGUR (Coimbatore)	194
	TN	2	KARUR	503
	TN	3	TIRUNELVELI	100
	TN	4	Ennore ETTPL (Chennai)	146
	TN	5	TONDIARPET (Chennai)	40
			<b>State Total</b>	<b>983</b>
	Karnataka	6	DESUR (Belgaum)	145
	Karnataka	7	DEVANGONTHI (Bangalore)	180
	Karnataka	8	GULBERGA	33
	Karnataka	9	HASSAN	128
	Karnataka	10	MANGALORE	132
	Karnataka	11	MYSORE	31
	Karnataka	12	RAICHUR	16
			<b>State Total</b>	<b>665</b>
	Kerala	13	CANNANORE	47
	Kerala	14	IRIMPANAM (Kochi)	336
			<b>State Total</b>	<b>383</b>
	AP	15	CHERLAPALLI (Hyderabad)	268
	AP	16	GUNTAKAL/GOOTY	48
	AP	17	KAKINADA	32
	AP	18	KONDAPALLI (Vijaywada)	122
	AP	19	ONGOLE	51
	AP	20	TADA	107
	AP	21	VIZAG	113
	AP	22	WARANGAL	95
			<b>State Total</b>	<b>836</b>
	<b>Total South</b>	<b>22</b>		<b>2867</b>
<b>ALL INDIA</b>		<b>87</b>		<b>10892</b>

**PROOF OF CONCEPT (POC) - Deliverables by the Tenderers during Trials**

<b>Sr. No.</b>	<b>Key Performance Indicators</b>	<b>Deliverables by Tenderers</b>
<b>GENERAL</b>		
1	Installation of VMU/Voice Box	Within 3 days from the date of advice from BPC.
2	Quality of installation	Minimum 5 units of VMU/VB to be installed. Built in GPS / GSM antenna inside. Meeting IP 67 Tamper proof casing. Sealed fire resistance wire connections etc.
3	POC Trial Period	3 days after installation
<b>HARDWARE</b>		
4	Alert for removal of devices And Auto latching of devices	One device to be removed after de-installation and to be demonstrated.  Alert to be generated in the system.
5	Storage / transmission of data in case of no GSM coverage areas	To be demonstrated by covering the device for 20 minutes and show all stored data in the device is transferred to the server.
6	Alert for power disconnection	Both for switch over from main battery to back up battery as well as dry out of back up battery
7	Smooth switch over from main battery to back up battery without rebooting and vice versa	To be demonstrated
8	Over the air programmable	To be demonstrated for change in vehicle no, data updation interval, etc.
<b>APPLICATION / SOFTWARE</b>		
9	Data updation	Every 1-5 minutes interval (configurable), Tenderer to show by remote configuring
10	Geo- fenced routes	Tenderer to integrate the routes developed by BPC thru Google Map application.

12	Fleet Management module for Transporters i.e. Over speed, Idle Halt, Distance travelled, route deviation, un-authorized stoppages etc.	To be demonstrated
13	Alerts for Route deviation	To be demonstrated - by e-mail / SMS
14	Alert on accident/harsh brake-driving or maneuvering/tilting of tank lorry	To be demonstrated - by e-mail / SMS
15	Alerts for stoppages on deviated route.	To be demonstrated – by e-mail / SMS
16	Alerts on over speeding	To be demonstrated – by e-mail / SMS
17	Alerts for simultaneous route deviation and stoppage.	To be demonstrated – by e-mail /SMS
18	Real time trip status, trip route compliance & trip closure information.	To be demonstrated and also to show reports – by e-mail / SMS
19	Health check up of VMU	Every 30 minutes during idling (to be demonstrated)
20	Response time for application	For default page max 10 seconds and subsequent pages max 5 seconds
21	Auto refreshing of pages	At pre-defined intervals
22	Query based location information	As per query (SMS based)
23	Replay tracking	For 3 days to be demonstrated.
24	Color coding of vehicles depending upon motion status.	Moving and Stationary vehicles to be identified with different colors
25	Details to be available on clicking of vehicle icon	Vehicle registration no, date & consignee, speed, place Etc
26	Deviation from Geo fenced route.	Accuracy of minimum 50 meters deviation to be Demonstrated
27	Color coding of vehicles depending upon trip status	Active trip (Loaded vehicles) & Non active trip (Empty vehicles) to be shown with different Colors (Green & Red) – to demonstrated.
28	Interactive nature of the application	Provision for keying in comments by the user



29	Zooming of display of vehicles	Minimum 10 levels zooming to be demonstrated
30	On-board Voice announcement	To be demonstrated - a) Entering pre-defined accident prone zones b) Over Speeding (> 65 kms) c) Sudden & Harsh Acceleration d) Harsh Braking & maneuvering e) Continuous driving (without break of 30 minutes after 3 hours of continuous driving) f) Night Driving (11 PM to 5 AM).
31	Mobile apps for VTS	To demonstrate

**CALCULATION OF MONTHLY VTS UPTIME OF VMU/DEVICES**

1. The definition and calculation of 'VTS Uptime' is given below :

Definition - The 'Uptime' is defined as availability of "time, location, speed, ignition status, movement status" data at a given period of time.

2. Uptime of devices shall be calculated by the formula "X/Y" give below :

(i) 'X' is the actual number of monthly prompts of the device as defined (4) below.

(ii) 'Y' is the total number of prompts of the device which should be generated throughout the month as defined in (5) below.

3. Following Data is considered for calculating the uptime :

- i. Data sampling & uptime will be done at 3 minutes interval.
- ii. Data refreshment is done automatically at 1 minute interval.
- iii. Sleep mode is activated after 'nil' movement for minimum 30 minutes.
- iv. Health check of devices done at every 30 minutes interval during sleep mode.

4. Actual number of prompts of a device is defined as total number of instances in a month when the information given in para no. 1 above is received from the device. Prompts received only during the active trip time (loaded vehicle moving from supply location to destination) will be taken into consideration.

5. The total number of prompts during a trip is calculated based on the number of prompts which should be ideally generated considering data updation at an interval of 3 minute. Since sleep mode is activated in the device after 30 minutes of idling, no prompts will be received if vehicle does not show any movement beyond that time, except health packet. System will add number of prompt receivable during sleep time automatically to the actual no of prompts received ,while calculating uptime ratio.

6. Exclusions for calculation of 'X' –

- (a) Damage of the VMU/device due to Transporter's fault (to be proved by the Tenderer as per point no 8 below) & VMU/Device missing / theft , will not be considered as Tenderer's liability and hence credit will be given to the Tenderer for the same.
- (b) Other causes like vehicles meeting with accidents, Police cases, Suspension/Blacklisting, will not be considered as vendor's liability.
- (c) Credit will be given to the Tenderer for any day the Tank Lorry is idling or not loaded, provided the system is in working condition that day.

7. Administration of finalizing the percentage visibility : Vehicle Tracking System to have online module for certifying the cause of visibility loss. If a particular Tank Lorry is not visible in spite of being loaded on any given day, the Location In-Charge of BPC Supply Location will be required to certify the following cause –

- (a) Accidents if any
- (b) Police case / seizure

BPC Supply Location In-Charge also required to certify any suspension /blacklisting of Tank Lorry & advise regarding continuing with the monthly service charges.

8. Implications of clause 6 & 7 above :

- (a) In case 7(a) is chosen, the tenderer will be given full credit for the day & further till the day tank lorry is again loaded.
- (b) For 7(b) : Tenderer will be given full credit for the day & also till such time Tank lorry is again loaded.
- (c) For cases of suspension / Blacklisting of Tank lorry, tenderer will be given full credit.
- (d) For cases of Device missing or damaged, tenderer will not be given credit unless he conclusively proves the same within 7 working days. In this case, onus will be on tenderer to prove the same.

9. In case of damage / non working of VMU/device , the same needs to be rectified / replaced within **3** working days subject to the availability of the tank lorry at BPC Supply Locations, failing which the credit for uptime of the VMU/devices shall not be passed on to the tenderer.

10. Example for calculation of VTS uptime -

Trip time - 8 hours

Data updation interval - 3 minutes.

Actual no of prompts received – 130.

Total sleep time 60 minutes(1 hr) – No. of prompts during sleep period (Health check) =2

Uptime =  $130 + (60/3) - 2 / (8) * 20 = 92.5\%$

**BPCL DRAFT FORMAT OF BANK GUARANTEE**

(To be submitted by the Successful Tenderer on receipt of LOI from BPC and to be executed on Non-Judicial Stamp of ` 200/- ( two hundred only )

**BANK GUARANTEE**

1. In consideration of Bharat Petroleum Corporation Limited having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400 001 (hereinafter called "The Company" having agreed to exempt M/S \_\_\_\_\_ (Hereinafter called "the said Tenderer") from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between the Company and the Tenderer for providing Vehicle Tracking System (hereinafter called "the said Agreement") of the Security Deposit for the due fulfillment by the said Tenderer of the terms and conditions contained in the said Agreement on production of Bank Guarantee for ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only), We \_\_\_\_\_ (name of Bank) (hereinafter referred to as "Bank") at the request of M/S \_\_\_\_\_ (Tenderer) do hereby undertake to pay to the Company an amount not exceeding ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Tenderer of any of the terms and conditions contained in the said Agreement.
2. We \_\_\_\_\_ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reasons of breach by the said Tenderer of any of the terms and conditions contained in the said agreement or by reason of the Carrier's failure to perform the said Agreement. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Tenderer in any suit or proceeding pending before any Court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability under this guarantee for payment there under and the Tenderer shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Company under of by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Tenderer and accordingly discharge this guarantee. Unless a demand or claim under

this guarantee is made on us in writing on or before \_\_\_\_\_ we shall be discharged from all liabilities under this guarantee thereafter.

5. We \_\_\_\_\_ (name of Bank) further agree with the \_\_\_\_\_ Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the tenderer.
7. We \_\_\_\_\_ (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20.

For \_\_\_\_\_  
(Indicate name of the Bank and affix seal)

**DEVIATION STATEMENT FROM TENDERER  
REGARDING BPC TENDER TERMS & CONDITIONS**

<b>Sr. No.</b>	<b>Tender Clause No.</b>	<b>Tender Document Page No.</b>	<b>Description of Deviation</b>

Date : :

Place :

Signature :

Name of Person Signing :

Tenderer's Name and Address with Seal :

**TENDERER'S CONFIRMATION ON  
PERFORMANCE CAPABILITY & THIRD PARTY INSPECTION**

(To be written on Tenderer's Letter Head, signed by the tenderer and submit along  
with Technical Bid)

Date :

To

Chief Manager Transport Logistics, Retail HQ  
BHARAT PETROLEUM CORPORATION LTD.  
Retail Head Quarters  
12<sup>th</sup> floor, E Wing, Maker Towers,  
Cuffe Parade,  
Mumbai – 400 005  
India

**Subject : Tender No. RL.HQ.TPT.VTS.2015 for Providing Vehicle Tracking System -  
Tenderer's Performance Capability & Third Party Inspection**

Dear Sirs,

Having examined the Tender Documents consisting of the NIT, Instructions to Tenderers, Submission of Bids, Scope of work, Commercial Terms & Conditions, General Terms and conditions, list of locations, material / equipment/Services specifications, Time Schedule, Obligations of Tenderers, Annexures etc. and having understood the provisions of the said Tender Documents and having thoroughly studied the requirements of BPC related to the work tendered for providing GPS based vehicle tracking system for tank lorries and having conducted a thorough study of the job site(s) involved, for the performance of work.

We confirm that BPC requirement of Vehicle Tracking System (VTS) is dependent on the systems deployed by the Tenderer and therefore, it is important to stress upon the need of performance requirement of the system.

We confirm that Performance of the overall system design shall be such that any query made to the system shall give a response within 8 sec (max) at peak load of 17,000 tank lorries and 18,000 users logged into the VTS system.

We also confirm that performance of the web enabled overall system deployed for above work of BPC shall be such that when user moved from one page to other page, it will be instantaneous (i.e. this aspect of performance would be equivalent or comparable with any good Indian banking website).

We also undertake that if required, BPC at its discretion may appoint third party agency for Inspection and verification of the system to demonstrate the performance of the system, if required with simulators.

We also undertake that this being the important factor of technical evaluation, we have no objection in getting it inspected / certified by third party agencies nominated by BPC at our



cost for the proposed Vehicle Tracking System in line with the requirement of tender for the performance of proposed work in accordance with the terms and conditions of the tender.

Thanking you,

Yours faithfully,

Tenderer's Signature & Seal

Date :

Place :

Name & Designation of authorized person signing the Tender on behalf of the Tenderer

Full Name and address of the Tenderer :

Witness Name :

Signature :

Occupation :

**INTEGRITY PACT**

(to be returned, duly signed by the tenderer along with Technical Bid)

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 providing **Supply, installation, testing, commissioning, operation and maintenance etc. for GPS based Vehicle Tracking system (VTS) for tank lorry fleet of BPCL.** 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 Organization "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 prejudice 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 cartelization 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 25/8/15

.....  
For the Bidder/Contractor/Supplier

Place : Mumbai

Witness 1 : .....

(Signature/Name/Address)

Date : 25/08/2015

Witness 2 : .....

(Signature/Name/Address)

**TENDERER’S CONFIRMATION ON  
BPCL’S REQUIREMENTS FOR VTS SYSTEM & DATA SHEET**

(To be filled up, signed by the tenderer and to be submitted along with Technical Bid)

<b>Sr. No.</b>	<b>BPC Requirement</b>	<b>Tenderer’s Confirmation</b>
<b>I</b>	<b>Operating Conditions</b>	
1	Temperature : (-)5 to (+) 65 Deg C.	
2	Humidity : 95% (non-condensing)	
3	Altitude : Max 18500 feet above MSL	
4	Approvals : PESO approval for use of equipments / system on Petroleum Tank Lorries	
<b>II</b>	<b>GSM Module (GPRS MODE)</b>	
1	Make & Model No: Vendor to specify	
2	Housing: Weather proof to min IP 67	
3	Mode : GPRS / GSM	
4	Data Rate: 9600 bps	
5	Frequency: 900 / 1800 MHz (Dual band)	
<b>III</b>	<b>GPS RECEIVER</b>	
1	Make and Model No.	
2	Antenna Type: Active Antenna	
3	Protection: Antenna short circuit protection required	
4	Mounting: Fixing should be done with anti-vibration screws and tamperproof	
5	Antenna: Wiring should be in PVC conduit pipes	
6	Enclosure: Weather proof enclosures and detachable for easy maintenance	
7	Channels – 12 or more	
8	L1 frequency: 1575.42 MHz	
9	Cold Start: 2 minutes or better	

<b>Sr. No.</b>	<b>BPC Requirement</b>	<b>Tenderer’s Confirmation</b>
10	Warm Start : 40 Seconds or better	
11	Positional accuracy: (+) / (-) 25 meters	
12	Amplifier: Low Noise Amplifier	
13	Auxiliary contacts – 4 Digital I/O, 1 Analog Input (8 bit)	
<b>IV</b>	<b>Vehicle Tracking Module</b>	
1	Size L x B x H mm (vendor to specify)	
2	Make & Model No. Vendor to specify	



3	Mounting / Fixing: Inside truck cabin with anti-vibration screws	
4	Cabling: To be done through stainless steel flexible conduits	
5	Rating : Voltage: 9 – 48 V DC	
6	Peak current during GSM transmission: Vendor to specify	
7	Type of tracking: Real time	
8	Voice communication (Voice Box) - Details	
9	Multiple versatile interfaces: transmit data wirelessly over GPRS preferably by exception in GSM	
10	Serial interface connection: GPRS auto fail over to GSM connection	
11	Hardware configuration: Should be over the air configurable	
12	Diagnostic LED's – Check Power, GPS, GSM status	

Sr. No.	BPC Requirement	Tenderer's Confirmation
<b>V</b>	<b>GPRS SYSTEM</b>	
1	Packet size: Min.upto 200 locations in one packet	
2	Zero error transmission: Provision to store positional data in GSM dark zone for future transmission once the vehicle enters the GSM coverage area	
<b>VI</b>	<b>Central Monitoring System</b>	
1	Server:	
2	Web server: Approved by BPC (Apache/Tomcat/IIS/Oracle AS)	
3	Operating system: Approved by BPC (Windows Vista 7/8/10 or higher server/Redhat Linux)	
4.	Data storage: Minimum 120 days data log on the service provider's server for entire fleet	
<b>VII</b>	<b>Software Management</b>	
1	RDBMS-Oracle 9i /10g / MS SQL Server / MySQL / Postgress SQL	
2	Future connectivity: to SAP/Other Systems	
3	Browser: Windows XP Log of all administration actions as well as all user logins shall also be maintained	
4	Graphics:	
5	User Friendly GUI	
6	Position on the digitized map	
7	Geo-fencing – Required	
8	Animated Icons in different colors to represent Vehicles	

9	Display Vehicle Regn. No. and other details on mouse over The vehicle icon	
10	Zoom: Minimum three level of zoom	
11	Reports: Acceptance of BPC specifications	
NOTE	Only minimum requirements are given above	

<b>STORAGE</b>		
<b>SR.NO.</b>	<b>PARAMETERS</b>	<b>TENDERER TO SPECIFY</b>
<b>1</b>	<b>SAN SWITCH</b>	
	Make Offered	
	Model Offered	
	SAN Switches	
	FC Cables	
	Form Factor	
<b>2</b>	<b>STORAGE SYSTEM</b>	
	Make Offered	
	Storage Controllers	
	FC HDDs	
	RAID Support	
	Interface	
	Power Supply	
	Partitioning	
	Storage Management	
	Certification	Proposed hardware should be certified for Windows 7/8/10 or Advanced and Data Center editions. And should support MS SQL Database in Microsoft Cluster Management
<b>3</b>	<b>TAPE DRIVE</b>	
	Make Offered	
	Type	
	Tapes	
	Compatibility	Proposed hardware should be certified for Windows 7/8/10 or Advanced and Data Center editions. And should support MS SQL Database in Microsoft Cluster Management

**TECHNICAL BID ABSTRACT**

(To be filled by the tenderer and submitted along with Technical Bid)

<b>Sr. No.</b>	<b>Details</b>	<b>Requirement</b>	<b>Details to be furnished by TENDERER</b>
1.	Tender Document Downloading Fee	` 5,700/- through DD/Pay Order.r	
2.	Earnest Money Deposit (EMD)	` 10.00 lakhs (Ten lakhs)	
	Mode of above payments	DD/Pay Order	
	Details of bank instrument	DD/Pay Order No., Date, Bank Amount	
	Copy of bank instrument is uploaded on-line along with Technical Bid and original bank instrument submitted at the address given below before due date.	To confirm	Yes / No
3.	PAN No.	Copy of the PAN Card.	Yes / No
4.	Validity of offer/bids	180 days from the last date of submission of Tender.	
5.	Completion time for 95% installation/operation of VTS of total tank lorries.	16 weeks from date of acceptance of LOI	
6.	Tender documents have been signed by authorized person on all pages with seal & submitted	To confirm.	Yes / No
7.	Confirm that there are no deviations/amendments. from tender conditions	To confirm.	Yes / No
8.	Copy of Power of Attorney/proof of authorization of person who has signed the tender.	To confirm.	Yes / No
9.	Acceptance of Payment through NEFT/RTGS MODE.	To confirm.	Yes / No
10.	Confirm that Vendor is having a complete and robust operational VTS in place.	To confirm.	Yes / No
11.	Confirm details of offices and Disaster Recovery Site.	To provide details.	Yes / No
12.	Confirm that Vendor is in possession of Service level Agreement (SLA) for 99.9% up time of Servers.	To confirm.	Yes / No
13.	Confirm submission of copy of official Licensed Certificate (to be used for VTS against this tender)		Yes / No

	for:		
	1) All Software		Yes / No
	2) All operating systems		Yes / No
	3) All Application Software		Yes / No
	4) RDBMS (Rational Data Base Management System)		Yes / No
14.	Confirm submission of the List of State wise offices and their addresses	To provide	Yes / No
15.	Submission copy of Approval/NOC from PESO for the VTS units	To provide	Yes / No
16.	Submission copy of Registration with DOT as Other Service Provider (OSP)	To provide	Yes / No
17.	Submission copy of Documentary evidence in support of having installed VMUs and system in operation for 3300 VTS units in a single order.	To provide.	Yes / No
18.	Submission copy of experience certificate for similar type of work.	To provide.	Yes / No

**DRAFT COVERING/OFFER LETTER FROM TENDERER**

(To be written on Tenderer's Letter Head, signed by the tenderer and submit along with Technical Bid)

To

Chief Manager Transport Logistics, Retail HQ  
BHARAT PETROLEUM CORPORATION LTD.  
Retail Head Quarters  
12<sup>th</sup> floor, E Wing, Maker Towers,  
Cuffe Parade,  
Mumbai – 400 005  
India

Date :

**Subject : Offer Against BPC Tender No. RL.HQ.TPT.VTS.2015 for Vehicle Tracking System**

Dear Sirs,

Having examined the Tender Documents consisting of the NIT, Instructions to Tenderers, Introduction, Submission of bids, Scope of work, Commercial Terms and Conditions, General Terms and Conditions, Special Terms and Conditions, list of locations, Material/Equipment Specifications, Time Schedule, Obligations of Tender, Requirements of VTS etc. and having understood the provisions of the said Tender Documents with Annexures and having thoroughly studied the requirements of BPC related to the work tendered for in connection with the Vehicle Tracking System (VTS) for tank lorries and having conducted a thorough study, I/we hereby submit my/our tender offer for the performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents.

I/We further undertake to keep my/our offer open for a period of not less than 180 days from the scheduled date of opening of Tender as specified in the general Instructions to Tenderers forming part of the Tender Documents.

I/We hereby further state that I/We/None of us (in the case of Partnership firm) and none of our Directors (in the case of a Company) was/were employed as Directors of BPC during the period of 2 (two) years immediately preceding the date hereof OR I/We hereby declare that I/Shri \_\_\_\_\_ one of our partners (in the case of partnership firm/Directors in the case of a Company) was employed as a Director in BPC during the period of 2 (two) years.

I/We have uploaded on-line with Technical Bid the following copies of documents :

- i. Scanned copy of Demand Draft towards tender document downloading fee of ` 5,700/-.
- ii. Scanned copy of Demand Draft towards EMD of ` 10.00 lakhs.
- iii. Scanned copy of Notarized Company registration certificate.
- iv. Scanned copy of Notarized Approval/NOC from PESO.

- v. Scanned copy of Notarized Registration certificate as 'Other Service Provider' with Deptt. Of Telecommunications, Govt. of India.
- vi. Scanned copy of PAN Card.
- vii. Scanned copies of Licensed Certificates.
- viii. Scanned copy of Notarized Power of Attorney or other proof of authority of the person who has signed the Tender documents.
- ix. Confirmation by Tenderer/Bidder on Eligibility under MSMED Act (Annexure 13) & Scanned copy of registration under MSMED Act (applicable for tenderers/Bidders applying/seeking exemptions under the said act).
- x. List of offices and details of service centers in India.
- xi. Details of Web hosting application site and availability of Disaster Recovery Site.
- xii. Scanned copy of Notarized Annual Average Financial Turn Over of minimum ` 14.31 crores (Fourteen Crores Thirty One Lakhs) – Audited Balance Sheet and Profit & Loss Account of previous 3 years and Net Worth Statement.
- xiii. Scanned copy of Notarized Experience Certificate from the user, of similar work executed/continuing with performance certificate.
- xiv. Scanned copy of Notarized Work Order from the user, of similar work showing no. of Vehicle Mounted Units (VMU)/VTS installed on vehicles with copy of invoice in executed/continuing contract.
- xv. Technical Bid Abstract (Annexure 9).
- xvi. Particulars of Tenderer/Bidder (Annexure 11).
- xvii. Tenderer/Bidder's Deviation Statement regarding BPCL Tender terms and conditions (Annexure 5).
- xviii. Tenderer/Bidder's Confirmation on BPC's Requirement & Data Sheet (Annexure 8).
- xix. Confirmations to BPC on Performance Capability & Third Party Inspection (Annexure 6).
- xx. Integrity Pact, duly signed by the Tenderer/Bidder (Annexure 7).
- xxi. Declaration from Tenderer regarding Relationship with BPCL Director(s) (Annexure 12)

I/We hereby undertake that the information given and now referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any form , the same may be construed to be a misrepresentation.

I/We further undertake as and when called upon by BPC to produce, for its inspection/verification, original(s) of the document(s) of which copies have been annexed hereto.

Thanking you,

Yours faithfully,

Signature(s) of the Tenderer & Seal

Place :

Date :

Name & Designation of authorised person signing the Tender on behalf of the Tenderer

Full Name and address of the Tenderer :

Witness Name :

Signature :

Occupation :





**DECLARATION FROM TENDERER REGARDING RELATIONSHIP WITH  
BPCL DIRECTOR (S)**

(To be submitted on Tenderer's Letter Head, signed by the tenderer and submit  
along with Technical Bid)

<b>Sr. No.</b>	<b>Details</b>	<b>Details to be provided by the Tenderer</b>
1.	Name of the Tenderer	
2.	Address	
3.	Contact Telephone Nos /E-mail	
3.	Type of Tenderer	
	<b>1. If Sole Proprietor -</b>	
	State whether tenderer is related to any Director (s) of BPCL.	Yes / No
	If answer is 'Yes', state the name of the BPCL's Director and Tenderer relationship with him/her	
	<b>2. If Partnership -</b>	
	State whether any of the partners is a Director to BPCL.	Yes / No
	If answer is 'Yes', state the name (s) of BPC Directors and the concerned partner's relationship with him/her.	
	<b>3. If Public/Private Ltd Co. -</b>	
	State names of Directors of the Company.	
	State whether any of the Directors of the Tenderer's Company is a Director of BPCL.	Yes / No
	If answer is 'Yes', state the name (s) of BPCL Directors.	
	State whether any of the Director of the Tenderer's Company is related to any of the Director(s) of BPCL.	Yes / No
	If answer is 'Yes', state the name(s) of BPC Director's (of the Tenderer Company) relationship with him/her.	

Tenderer is required to state whether they have employed any retired Director and above rank officer of BPCL in their firm. If so, details hereunder to be submitted.

3. Name of the Person :
4. Post last held in BPCL :
5. Date of Retirement :
6. Date of employment of the firm :

Date :

Place :

**Signature of Tenderer with Seal**

- Note :**
1. Fill up the details, as applicable on the Page 1.
  2. A separate sheet may be attached, if the above space is not sufficient.
  3. Strike out whichever is not applicable.
  4. If the Tenderer employs any person subsequent to signing the above declaration and the employee/s so appointed happen to be the near relatives of the Officer / Director of BPC, the Tenderer should submit another declaration furnishing the name/s of such employee/s who is /are related to the officer / s of BPC.

**CONFIRMATION BY THE TENDERER ON  
APPLICABILITY OF “MICRO, SMALL AND MEDIUM ENTERPRISES  
DEVELOPMENT ACT, 2006 “(MSMED ACT 2006)  
(Applicable for MSME Tenderers only)**

(If Tenderer is applying under MSMED category, then only, to be written on Tenderer’s Letter Head, signed by the tenderer and submit along with Technical Bid)

1. We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” (MSMED) are applicable to us and our organization falls under the definition of :
  - a. Micro Enterprise - ( )
  - b. Small Enterprise - ( )
  - c. Medium Enterprise - ( )(Please put a tick in the appropriate box)
  
2. Copy of proof of valid document / certificate (indicating registration no.) of being a Micro / Small / Medium Enterprises are enclosed.

Place :	Signature of Authorized Signatory
Date :	Name :
	Designation :
	Seal :

**Note** : In case above Format along with proof of valid document / certificate (indicating registration no.) is not submitted in offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.

**SPECIMEN OF PRICE BID**

**(Rate to be quoted on-line and not to be quoted by the tenderer in this specimen)**

BPC TENDER NO : RL.HQ.TPT.VTS.2015

Quantity ( No. of Tank Lorries/VMU)	No. of months	Rate ` per Unit (VMU/tank lorry) per month	Total Cash Out Flow
13250	60	<b>RATE TO BE QUOTED ON-LINE (NOT TO BE QUOTED HERE)</b>	<b>RATE TO BE QUOTED ON-LINE (NOT TO BE QUOTED HERE)</b>
Service Tax @ 14%		<b>RATE TO BE QUOTED ON-LINE (NOT TO BE QUOTED HERE)</b>	<b>RATE TO BE QUOTED ON-LINE (NOT TO BE QUOTED HERE)</b>
Total		<b>RATE TO BE QUOTED ON-LINE (NOT TO BE QUOTED HERE)</b>	<b>RATE TO BE QUOTED ON-LINE (NOT TO BE QUOTED HERE)</b>