



CCTV (VIDEO SURVEILLANCE) EQUIPMENTS AT SELECT BPCL ROs

**TENDER NO: CRFQ NO – 1000147068 DT. 23.08.11
LAST DATE FOR SUBMISSION OF TENDER: 26.08.11
TIME: 1500 HRS IST**



**CCTV (Video Surveillance) Equipments at BPCL ROs
Tender Enquiry Document
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**BRIEF OVERVIEW AND VENDOR'S
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1. INTRODUCTION

Bharat Petroleum is one of the leading Oil Refining and Marketing companies in India. Bharat Petroleum produces a diverse range of products, from petrochemicals and solvents to aircraft fuel and specialty lubricants and markets them through its wide network of Petrol Stations, LPG Distributors and Lube Shoppe. BPCL also supplies fuel directly to hundreds of industries and several international and domestic airlines.

Over the last couple of years, Petroleum Retail marketing in India has seen many changes in the forecourt area, ranging from high end MPDs to Oil Companies' own loyalty program supported by best technology in vogue. Simultaneously, the façade of the ROs is also being given special thrust particularly in terms of appearance and upkeep. The latest change is foreseen in the field of RO automation in order to enhance the speed and quality of service at the Retail Outlets. As a next step in leveraging technology, BPCL intends to provide Video Surveillance equipments at select BPCL Retail Outlets.

2. PROPOSED CCTV SURVEILLANCE SYSTEM:

The broad needs to be addressed through Proposed Video Surveillance can be articulated as under:

Flexibility: The system should be work with every kind of network, (cabled Ethernet, fiber, ADSL, CDMA, GPRS, etc) depending on the speed of the transmission channel. The system should be flexible in configuring frames/sec, resolution, Cameras to be used, etc for both recording and live capturing of videos as per the user both on site and remotely. The equipments like Cameras & NVR should be ONVIF/PSIA compliant.

Ease: Through the use of a single user friendly interface, a user can easily control every camera, or NVR from site and from Central office through the network. Viewing live and recorded videos, export movies evidence in standard file format and control cameras should be with ease.

Highly scalable: The system should be scalable for future expansion, by adding any number of cameras, NVR and clients as required in future.

Reliability: All the manufactured products used should have quality system compliance like CE/EN and FCC/UL. This system should guarantee the fail safe arrangement to both live and recorded videos, even if a NVR should fail, at no point of time the data should be lost. The system should have adequate inbuilt tamperproof measures and should generate alarms/alerts.

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Security: User access rights to be strictly managed, so that only authorized staffs have access to system functions and sensitive stored data. The cameras & NVR data (stored files) should be tamper proof and capable of generating alarm and storing events if any kind of damage is attempted.

2.1 VENDOR'S SCOPE OF WORK

The scope of work comprises for providing CCTV (Video Surveillance) system is as following:

- a) Providing ONVIF/PSIA compliant CCTV system including supply, installation and commissioning equipments such as Cameras, NVR, etc. All civil work including cabling, fixing of cameras on the poles, iron clamps, weather proof enclosures (IP66), supply and installation of CCTV equipment rack, positioning of NVR, POE connections, electrical connections, etc shall be in vendor's scope.
- b) Vendor has to install cameras with its mounting accessories with proper positioning as directed by BPCL Site In-charge.
- c) Vendor has to install NVR, POE switch, etc in the CCTV equipment rack such that the CCTV system would have ease of operation and other equipments in the sales building are not disturbed.
- d) Vendor has to take all necessary permits/ clearance as per the job requirement at site place.
- e) Vendor has to carry out installation and configuration of Video Surveillance software module.
- f) Integration with Retail Automation shall be limited to integration with Auto Tank Gauging System provided the ATG system supports this integration and functionality. The camera covering decantation should capture the decantation video and store separately. All the related protocol documents will be provided by BPCL however integration would be done by successful bidder/bidders within Warranty and comprehensive AMC period with no additional cost to BPCL.
- g) Providing and implementing a complete Central system CCTV client for remote monitoring of sites at BPCL Provided Head Office Server.
- h) Vendor's scope of work includes termination, commissioning of power cables and communication cables- POE Switch, which includes crimping/soldering as required including of supply of RJ terminals.

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- i) Supplying of NVR including RS 232 to RS 485 converters, connecting to network (Ethernet-V SAT, ADSL, Fibre, GPRS or CDMA connectivity as the case may be shall be provided by BPCL or his representative), other equipments, cables, switches etc. to be used to complete all activities described. The Head Office Remote application is expected to work even in dynamic IP network connection at site. Vendor to take adequate measures to make the CCTV system remote monitoring available with the dynamic IP.
- j) Provision of user friendly CCTV client application for managing all CCTV functionalities that includes viewing split screen of all the connected cameras, controlling cameras, controlling video capture (resolution & frames/sec) , compression ratio, supporting all the required analytics, controlling camera streaming etc. There should be provision of Tamperproof alarm which includes spray on camera, blocking, camera shift, etc. These alarms should form a report in the Remote Head Office Module.
- k) Vendor to provide provision for data storage of 15 days in NVR and for downloading of all data on external storage devices like USB drive & USB hard disk. The part or full data backup activity should be password protected for security purpose.

I) TECHNICAL AND FUNCTIONAL SPECIFICATIONS :

A. IP CAMERAS

	Minimum Specifications
<i>Approved Makes : Axis, Honeywell, Panasonic, Cisco and Vivotek</i>	
1	The system shall provide high-resolution, <u>real-time video images</u> , encapsulated in Internet Protocol (IP) packets and presented through a 10/100BASE-T RJ-45 Ethernet network connections.
2	Latest Imager 1/3 or 1/4" Progressive Scan CCD Or High Density CMOS, MegaPixels (1280 X 720) resolution– Minimum Standard
3	<u>Frame Rate</u> - 30 frames per sec Max
4	Camera should able do highest degree of compression of feed , to optimize the storage and bandwidth requirements – H.264. Should support multiple streaming.
5	The camera shall have smart <u>BLC</u> to compensate the image without compromising the dynamic range.
6	The camera shall have <u>IR filter</u> which shall switch from color to monochrome automatically by either sensing the illumination level or via the alarm input.
7	<u>Wide Dynamic Range</u> - In harsh lighting, the camera shall generates two images; one long exposure to resolve details in the scene's darkest areas, and one short exposure to resolve details in the scene's brightest areas to get a clear picture
8	<u>Auto Iris</u> - Camera should work seamlessly in all varying light conditions.
9	<u>ONVIF</u> (Open Network video Interface Forum)/ <u>PSIA</u> (Physical Security Interoperability Alliance) compliancy should ensure integration with third party management systems & video network

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	devices.
10	The camera should be capable of capturing both color and B &W(Black & White) video with minimum Color Illumination of 0.3 lux for Color and upto 0.05 Lux for B & W for deliverance of video captured in very low luminous environment/conditions.
11	Network Connectivity 10/100 Base-T, auto-sensing, half/full duplex,RJ45, PoE IEEE 802.3af compliant
12	If the controlling Server equipped with the remote monitoring software fails, then the camera Encoder's built in web server should enable any PC on the network to monitor camera for mission critical application.
13	Alarm Input/ Output 2/1. Event based alarm generation (http based) : Tamperproof alarm which includes spray on camera, out of focus, blocking, camera shift, etc
14	Camera Lens: Megapixel Verifocal lens- minimum 3.1 MM to 8 MM.
15	<u>Housing Outdoor</u> to be confirming to (IP 66). Camera can also be with inbuilt IP66 casing with standard mounting bracket.
16	<u>Certification</u> : CE/EN and FCC/UL
17	Operating Temperature -0°C to +50°C
18	<u>Humidity</u> - 85% RH
19	Image Setting: Adjustable image size, quality and bit rate . Should support digital zooming. Time Stamp & text caption overlay Configurable brightness, contrast, saturation, sharpness and white balance AGC,AWB,AES Automatic, manual or scheduled day/night mode Support Privacy masks
20	Electrical: Power Requirements 220V – 240V AC 50Hz / 12 - 24V DC
21	Shall have Embedded real-time clock and shall have built in support for Network Time Protocol (NTP)
22	<u>Configuration</u> : The configuration of the IP Camera shall be accomplished in accordance with the overall network plan with regard to the following: Network addressing Effect of resolution and frame rate settings on bandwidth utilization User access Network security

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B. Standalone NVR

Minimum Specifications	
<i>Preferable Makes</i> : Honeywell, CISCO, NUUO, Koukaam or equivalent ONVIF/PSIA compliant duly approved by BPCL	
1	NVR with min ports:
1.1	RJ45- adequate nos,
1.2	VGA/HDMI port (to support given video display) is optional In case the VGA or HDMI port is not available on NVR, PC integrated LCD monitor should be provided in stead of LCD monitors. Vendor to quote appropriately against the item.
1.3	USB ports – Wireless Mouse connections (wireless mouse also included in the scope) & external storage drive
2	Hardware based with embedded OS
3	Video recording should be motion based at highest resolution (1280 X 720) & configurable FPS (5-30) and should have minimum storage of 4 TB (2 TB in RAID 1). At site the storage days should be minimum 15 days which can be further increased depending upon the storage space available. There should a provision of adding minimum two more hard disks (2 TB in RAID 1 Total 4 TB) in future.
4	Open solution – should be ONVIF/PSIA compliant and should support various ONVIF/PSIA compliant IP cameras from different manufacturers.
5	Should support web browser based access (live view/Video and Camera Management) supporting Microsoft Windows, Linux and Apple Mac OS (Internet Explorer, Mozilla Firefox etc.) for live viewing/record viewing and independent of NVR OS.
6	Should support remote access from the Internet/WAN.
7	Should be compact in size and quiet operation with low power consumption
8	Should have adequate memory and CPU capacity for satisfactory performance of entire CCTV system. The system/CCTV application should not hang while live viewing/record viewing.
9	Should support user management with access rights for different operations like Camera and Recording Management and Live View.
10	Should support easy setup of NVR and camera, recording and live viewing management
11	Should have adequate heat dissipation arrangement and should work satisfactory in the operating temperature range of 0-40 degree.
12	Should support easy recording search, playback and export in standard video formats.
13	Should support DHCP/static network configuration.
14	Should have multicasting capability for remote monitoring. No additional license should be required for viewing the site from different remote locations.
15	Should have safety circuits for electrical power supply spikes/irregularities.
16	Automatic recovery after power outage without manual intervention.
17	<u>Certification</u> : CE/EN and FCC/UL
21	Should support all connectivity options for WAN (ADSL/BB/V-SAT/CDMA/GPRS)

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C. LCD Monitor (wherever required) *

Minimum Specifications	
<i>Preferable Make: Sony, Samsung, Panasonic, Dell, Acer , or as approved by BPCL</i>	
1	17" full HD flat LCD Monitor
2	Should support the high video output of cameras.
3	In case the VGA port is not available on NVR, PC integrated LCD monitor should be provided.
4	Should have flexibility of both wall mounted or kept on desk supported by base.

**Note: Actual nos will vary as already available monitors at sites may be used for CCTV viewing.*

D. Network POE Switch

Minimum Specifications	
1	8 port or greater with minimum 8 port PoE (802.3af)
2	10/100 Mbps or better RJ-45 ports
3	Status LEDs System: Power, PoE Maximum Power Per Port: Link, Activity, Speed, PoE Active, PoE Fault
4	Operating temperature: - 0° to 40° C
5	Operating humidity: 90% maximum relative humidity, non-condensing
6	Certification: CE/EN & FCC/ UL

E. CCTV Equipment Rack:

Minimum Specifications	
1	Height: 9U
2	Front section with toughened tinted glass door with lock and key
3	Maximum load rating up to 50Kgs.
4	19" Horizontal power distribution box.
5	19" horizontal cable manager of 1U height.
6	19" cantilever shelves of 2U height
7	Vented top plate and louvered sides for optimal air flow and heat dissipation
8	Durable Powder Coated
9	Top mounted FAN

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F. CCTV software:

- a) The software should offer a complete Video Surveillance solution that shall be scalable. It shall allow for seamless integration with third party software.
- b) License :The cost of NVR cost should include the cost of licences for min 8 cameras.
- c) OEM of the proposed system should have minimum three years experience of video surveillance in industrial installations. A letter stating the same should be submitted by the manufacturer.
- d) System integrator should have experience in installation & commissioning of IP based video surveillance system (at least 3) in Manufacturing Plant/Industrial Unit/ Airport preferably Retail/Petroleum/ Petrochemical industries.
- e) The system should be flexible enough to incorporate advanced video analytics in future.
- f) The software should allow the user to view live video at High resolution (min 1280 X 720) @30/25FPS while recording at given resolution @ configurable (5-30)FPS for more efficient video storage. System should allow simultaneous recording and live video for all cameras.
- g) Video management software should have capability of minimum 16 camera views, record any number of cameras simultaneously.
- h) The system should support multicasting of feed to the remote users, meaning the CCTV system can be viewed by the multiple users simultaneously Camera and video management solution should have facility of accepting and relaying multifeed to and fro. It should have inbuilt intelligence to understand camera feed management , no duplication of feed to different viewers , should able to use bandwidth in optimized way.
- i) The system should have intelligence in switching the frame rates, resolution of video feed, etc as per the bandwidth available for remote monitoring.
- j) Video management system should have following functionalities:
 - i. Manage cameras for all the functionalities
 - ii. Live feeds
 - iii. Recordings
 - iv. Video Snapshots, Export Video, and Incident Packages.
 - v. Keep log of events (tamper/intrusion/camera related events) and relay to central console/portal
 - vi. Manage users
 - vii. Browser based independent of OS for ease of monitoring by typing only the IP in any network connected PC. In this case all the functionalities like resolution ,frames, etc should be available to the user.

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- k) The system should provide a tamper-proof video recording. It should not be possible for any operator or even the administrator to delete specific portions of the video archive or tamper it.
- l) The system should allow operation with/without a PC keyboard or monitors.
- m) The software should provide the following:
 - i. Automatic search and registration of components of proposed system on the network. They can be Cameras, Alarm panels, NVRs.
 - ii. The system shall allow for live view, playback and system configuration of the surveillance system.
 - iii. The system shall allow for creation of multiple users and user groups and assign tasks to each. The Active Directory authentication is preferable. The system should provide role based authentication with user friendly and easy administration.
 - iv. The live view shall be capable of highlighting motion in specified area and generating alarm notifications on the live video feed.
 - v. For each camera set up bit rate, frame rate, and resolution shall be set independent of other cameras in the system. Altering the setting of one shall not affect the settings of other cameras.
- n) The software should be capable of monitoring the status of camera in the network and shall indicate when a device goes offline by suitable red cross across the camera. Also notification alarm should generate in case tampering/breakdown of camera.
- o) The system should be able to carry out a motion search on recorded video and highlight motion in the playback bar and also as motion event based thumbnails to navigate straight to that event in recording.
- p) The software should maintain the statistics about the no. of failures for each camera.
- q) The software should be capable to do Incident reporting and escalations.
- r) Integration with Retail Automation shall be limited to integration with Auto Tank Gauging System provided the ATG system supports this integration and functionality. The camera covering decantation should capture the decantation video and store separately. All the related protocol documents will be provided by BPCL however integration would be done by successful bidder/bidders within Warranty & comprehensive AMC period with no additional cost to BPCL

G. Central Management Portal :

Minimum Specifications	
1	Web based portal shall provide a common interface for the retail outlets and central monitoring station.
2	The portal should be based on Open Interfaces and open source software such as java, Servlets, MySQL Oracle, etc
3	The portal shall allow creation of

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	• Sites for each Retail Outlets • Areas containing Multiple Sites • Regions which contain Multiple Areas
4	Portal shall allow simultaneous access of any site to multiple users through the application remotely.
5	The portal shall allow user access right management for individual sites, Territories, States and Regions

Apart from the above requirements it is envisaged that the portal will be modified on an ongoing basis based on the inputs received from the retail outlets and business requirements. The modification is envisioned for the following broad requirements

- Generation of various types of custom report from the video surveillance systems. Common reports being various alerts at sites, site logging details, site down alert, connectivity issues, camera specific alerts, report on users logged on the portal, etc.
- It should be possible to adjust frame rate, resolution, etc remotely to allow user to make optimum use of available bandwidth.
- Adequate manpower should be there at the console to handle administrative activities. BPCL shall provide access to the vendor on the console so that vendor can handle console related issues even remotely. There is no need of dedicated resource at BPCL HOS. However there should be remote support structure with helpline nos - 8 hr/day and 6 days a week.

H. . DynamicDNS Service (if required)

1	Dynamic DNS service shall support a minimum of 175 sites
2	The service shall support at least 500 queries per month per site

All the equipment used for CCTV system must meet the necessary requirements of statutory agencies. Vendor shall obtain all necessary permission/licenses to implement the hardware/software at the sites in India. BPCL may decide to carry a FAT (Factory acceptance Testing) of all equipments before deployment at sites.

- NO DEVIATIONS ARE ALLOWED AGAINST TECHNICAL AND FUNCTIONAL SPECIFICATIONS AND BIDDER'S QUOTE WITH ANY TECHNICAL DEVIATIONS SHALL BE LIABLE FOR REJECTION.**
- ONE BIDDER IS ALLOWED TO SUBMIT TECHNICAL BID WITH ONLY ONE MAKE (AS SPECIFIED) AND MODEL W.R.T. ALL EQUIPMENTS FOR TECHNICAL QUALIFICATION. PRODUCT DATASHEETS, OEM CERTIFICATIONS, ETC AS REQUIRED TO BE SUBMITTED ALONG WITH THE TECHNICAL BID ONLY.**

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4. AFTER SALES SUPPORT- WARRANTY AND AMC

- A. Vendor 's scope of work also includes the *User / Site Acceptance Test*, one year warranty and four year comprehensive AMC (post Warranty) for the complete solution including the hardware, software, materials, and services for all the automated sites. However, BPCL will hold the right to continue the post warranty AMC for 2 more years under similar terms and conditions.
- B. Maintenance of the system during the one year warranty period and the four year post warranty comprehensive AMC period is within vendor's scope of work. All materials/ parts etc required for the maintenance of the CCTV System provided during the said period is also included in Vendor's scope of work and the expenses will not be borne by BPCL.
- C. Vendor shall fix all problems arising of / related to CCTV system and for this purpose would require providing necessary service support infrastructure. Vendor shall appoint adequate manpower at RO for adequate period which includes implementation and proper training to BPCL Officers, Dealers etc. to ensure efficient working of the CCTV System. The experienced person stationed at the Retail Outlet should have the essential knowledge and capability for resolving/ fixing all issues/ problems/ faults associated with the CCTV system provided. He shall hold the complete responsibility for maintaining the system and for fixing up all problems by referring the problems to Vendor's help desk support team.
- D. Vendor to also depute adequate manpower on BPCL HQ server for backend management for the remote monitoring through the period of Warranty and post warranty comprehensive AMC.
- E. Vendor will have to visit every RO once in 3 months (every quarter) to carryout preventive maintenance as per the standard format.
- F. All complaints will be logged through BROMA only as vendor is under obligation to close all complaints in BROMA. Downtime calculation by BROMA i.e. time taken between complaint resolution and complaint logging will be calculated by BROMA.
- G. Vendor to ensure that the uptime for the RO CCTV system is at least 99%
- H. A Service Level Agreement (SLA) draft is appended herewith as **Annexure V**.

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- I. At present the clause is SLA for 99% uptime and 250 Rs. / day / Retail outlet will be charged from vendor incase of more than 1% downtime.
- J. All the complaints relating to CCTV equipments like Cameras, NVR, Network Switch/Router, Cables, POE switch, CCTV software client at RO, CCTV remote view client, etc (full or part thereof) shall be considered for downtime.
- K. A penalty shall be recovered from Vendor in case the total downtime between call logging and complaint closure exceeds 1% of the total time on a quarterly basis. (Refer Commercial Terms and Conditions).

4.1 TRAINING

- A. VENDOR shall impart necessary training to the forecourt personnel and the site managers so as to familiarize them with the new technology and also to make them capable of operating the system smoothly and trouble shoot whenever needed within warranty and post warranty comprehensive AMC period.
- B. Successful Vendor has to submit the training document including troubleshooting measures before the execution. Adequate detailed training session (hands on training) has to be carried out by VENDOR at each RO to the site managers which will include the overview of CCTV system, operational aspects, the design and engineering aspects, familiarization with the application software, generation of reports, relevant database management system, trouble shooting etc. VENDOR is also expected to furnish adequate training aids like operating manuals to the staff for clear understanding of working of the system. Log records of such trainings to be signed jointly by BPCL site in-charge & vendor.
- C. A comprehensive training program shall be organized at the Regional Offices to enable effective site monitoring and control from the Head Office. Vendor shall be expected to conduct training sessions in the office Or at the site as directed by BPCL officer In- Charge.

4.2 BPCL SCOPE OF WORK

BPCL's scope of work includes the provision of the following:

- A. Cabling and conduiting shall be in BPCL's scope of work.

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- B. In case of Integration with Automatic Tank Gauging(ATG), the protocol documents shall be made available by BPCL for integration.
- C. BPCL will provide earthing pits and earthing point for all electronic hardware pertaining to CCTV Equipments. Vendor to connect earthing to the equipments and confirm its working.
- D. Network connectivity router and connections will be in BPCL's scope of work. However vendor to ensure the seamless integration with site CCTV client and Central portal over the connectivity.
- E. Providing regulated power supply for RO CCTV System shall be in BPCL's scope of work. Vendor to terminate and commission the same.
- F. All hardware and software requirements for running Head Office System for Remote Monitoring will be provided by BPCL.
- G. Apart from the details listed above, providing all other items, hardware/software and rendering all other kinds of work required for the successful completion of this project shall be in Vendor's scope.

Vendor's Name:

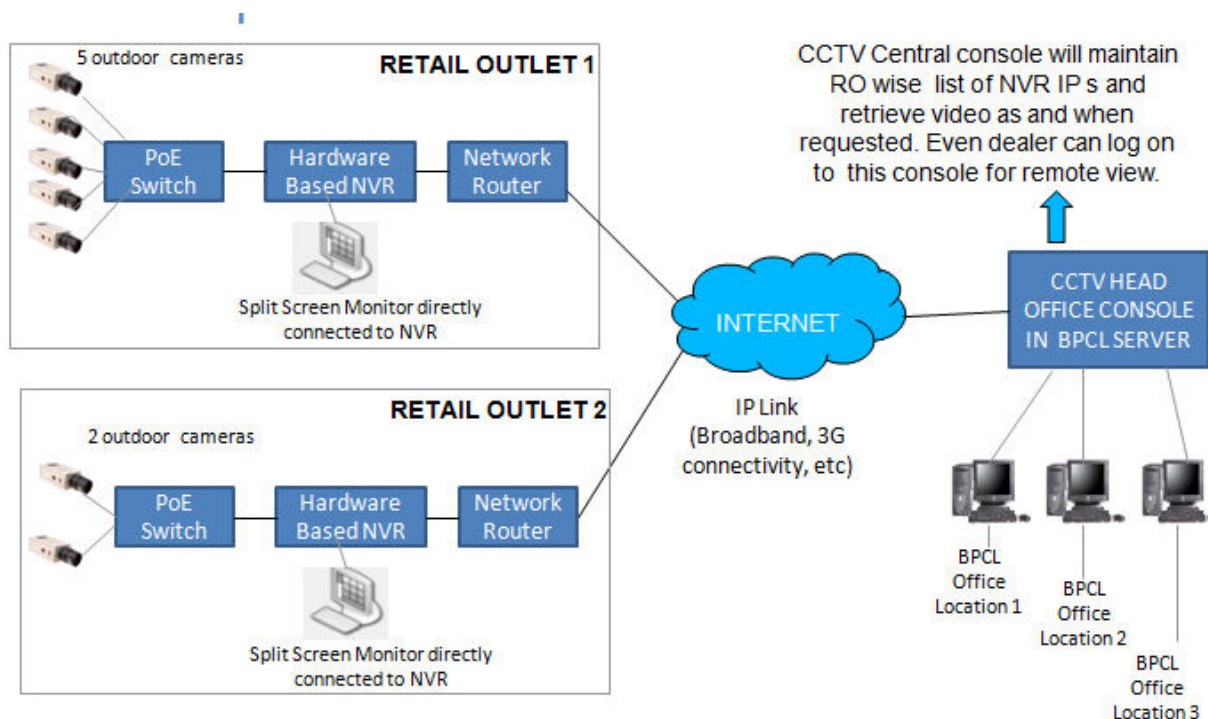
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5. ARCHITECTURE



Note:

- A. The equipments shown above are only for architecture depiction purpose and not for suggesting makes. All the ROs shall be connected to HOS as shown with two sample ROs in the Architecture.
- B. The no of outdoor cameras per Retail Outlet shall vary from outlet to outlet.

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1. SUBMISSION OF BID

1.1 Instructions to Vendors

- A. The vendors are expected to completely examine and study all the terms and conditions, instructions, specifications etc. in this tender document before preparing the offer/ quotation. The offer/ quotation should be in full compliance with the tender document. If the offer/ quotation does not contain all the information asked for in the tender document or the submission of bid is not substantially responsive in every respect, the offer/ quotation is liable for rejection.
- B. For any clarification or further information the vendors are requested to notify BPCL in writing, by e-mail at the address mentioned.
- C. This tender is issued as two part bids for providing CCTV system at 155 BPCL Retail Outlets as per terms, conditions and specifications mentioned in the tender document. Please be advised that rates, terms and conditions finalized in this tender shall be binding.
- D. The bidder shall have a single point responsibility for the complete solution including supply, installation, testing and commissioning.
- E. The tender is non-transferable.
- F. Timely implementation is essence of the project. Hence only those bidders having requisite capacity and capabilities and genuinely interested to meet our timelines are requested to participate in the tender.
- G. The vendors are to submit the offer/ quotation on or before 23rd August 2011, before 1500 hours. The offer/ quotation must be duly signed and stamped on all the pages by the authorized persons. Similarly, all the pages of BPCL's tender document must be signed and stamped as a token of acceptance and returned with the offer/ quotation.

H. 1.2 Criteria for Qualification

- I. Sole vendor or any of the partners in the consortium should have previous experience of installation & commissioning of IP based video surveillance system (at least 3) in Manufacturing Plant / Industrial Unit/ Airport preferably Retail/Petroleum/ Petrochemical industries in last three years. Vendor to provide proof of the same.

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- J. Sole vendor/ lead vendor in the consortium should have a minimum average turn over of Rs. 2.5 Cr (or equivalent foreign currency) in the last three years. Vendor to provide proof of the same.
- K. In case of consortium, all the consortium partners should have minimum average annual turnover of Rs. 2.5 Cr. (or equivalent foreign currency) in the last three years. Vendor to provide proof of the same.
- L. The vendor should be able to provide effective maintenance services after the implementation of the CCTV system at sites. Vendor to submit proof of the same.

NOTE: *Any vendor unable to fulfill above criteria will be considered disqualified and their commercial bid will not be opened. BPCL decision regarding this will be final and binding.*

2. TECHNICAL AND COMMERCIAL BID

- A. The bids must be submitted directly by the vendors in their own name. It should contain the name of the Company/ firm/ organization to which the tender document is addressed. The tender document is not transferable. Bids received from the vendors, which do not have all the details mentioned in this document will not be considered. The change in the Company's name will not disqualify the vendor from quoting but they have to submit the necessary supporting document for the same in the technical bid. If there is change in constitution or ownership of the vendor's company/ firm/ organization then it is vendor's responsibility to immediately inform BPCL. BPCL in this case reserves the right to reject the bid at its sole discretion.
- B. The offer/ quotation should contain all the documents relevant for the submission of bid. After the due date and time, documents of pure technical nature and having no financial bearing or major changes in the technical specifications, will be accepted. These documents will be considered for tender evaluation. Any vendor shall not have the right to claim for the contract/ purchase order after BPCL has issued them the tender or evaluated the offer/ quotations submitted by them.
- C. The bid is to be submitted in **two-bid** system:

1) **Sealed Envelope No. 1: 'Technical Bid'** containing

Tender Document A, B and C as outlined in the Index. They should be both duly stamped and signed. All supporting documents as mentioned briefly in this document. The envelop shall be sealed with the offer/ quotation number, the due

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date, and the vendor's complete Name and Address. The envelopes/ cartons should be super-scribed as 'Technical bid.

2) Sealed Envelope No. 2: 'Commercial Bid' containing Tender Document D (Price Bid). **This envelop should not be stamped or carry any bidder specific marking and should be put in the envelop provided by BPCL for submitting price bid.**

- D. Both these sealed envelopes/ cartons should be placed in a third envelope/ carton sealed with the offer/ quotation number, the due date, and the vendor's complete Name and Address. This 3rd envelope should also contain the Earnest Money Deposit (EMD) along with the covering letter. The covering letter should be on the original letterhead of the vendor, signed, and stamped by authorized persons.
- E. 1.5.1. Earnest Money Deposit (EMD): The vendor shall be required to submit along with his quotation a Bank Draft in favour of Bharat Petroleum Corporation Ltd. for a sum of Rs.1, 00,000/- as earnest money deposit. The EMD shall be returned to the unsuccessful vendors within one month after the due date of opening of the tender. The EMD of the successful vendor will be retained till the commencement of the work. Thereafter the vendor may request to adjust the EMD against the security deposit or request return of the EMD. No interest will be payable on the EMD.
- F. The Bid (3rd envelope containing 1st and 2nd envelope as mentioned) should reach the address mentioned below on or before the date of submission of bid.

DGM (RNP & RE), RHQ
Bharat Petroleum Corporation Ltd.,
12th Floor, E Wing, Maker Towers,
Cuffe Parade, Mumbai- 400005.
India.

- G. Bids received after the due date of submission will not be considered valid. BPCL is not responsible for any courier or postal delays or loss of documents. Bids received in the form of e-mails, fax or any other electronic media will not be acceptable.
- H. The offer/ quotation bid will be valid for a period of 180 Days from the due date of submission of bid. If any extension in due date of submission is made by BPCL then the 180 days will be counted from that extended date.
- I. BPCL has the right to reject any bid or reject all the bids and cancel the tender without assigning any reason whatsoever and/or place order on one or more bidders in the

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manner considered appropriate by the corporation. BPCL also reserves the right to reject any unworkable offer.

2.1. THE TECHNICAL BID:

The technical offer should provide following details:

- A. All the documents should be signed and stamped by the authorized signatory as the token of having read, understood and accepted all the terms and conditions of this tender.
- B. All the documents proving the proof for all the qualification criteria as outlined under point no.1.2 of this document.
- C. The vendor's profile, company details and Power of Attorney for the authorized signatories. If the vendor has a local service partner, the company details of the service partner should be provided.
- D. The complete description of the solution offered and confirmation on the solution meeting the technical requirements as specified in the offer/ quotation.
- E. Installation drawings and architecture diagram for the CCTV equipments clearly marking each component and brief functionality therein along with all datasheets of products and components to be attached. Product specifications to be available in soft copies in CD/DVDs.
- F. All necessary documents supporting the claim that the Solution provided has been installed and is in perfect working conditions in the required numbers as mentioned in the document.
- G. Service Level Agreement (SLA) for 99 % uptime.
- H. Video Management and Analytics Software Quality Assurance: The software desired under the scope of this tender shall be designed to optimize the performance of Video Surveillance System. Bidders shall provide details on the following:
 - i. Security features incorporated within the software.
 - ii. Ability to develop, test and set-up.
 - iii. Scalability of the system
 - iv. Supporting proof for data storage as defined in the tender.
 - v. Video clips of various cameras installed and commissioned by the bidder may be attached.

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- I. MTBF and MTTR for all the equipments offered.
- J. High level risk and mitigation strategy
- K. Project organization structure
- L. Data back up and recovery mechanism and time.
- M. Recognition and compliance with legal requirements. Declaration that they have not been banned/delisted for similar jobs.
- N. Details of vendor's infrastructure and local support in India. Service response time incase of a failure. If the vendor opts to provide maintenance support and service through a local service provider, then the details of support infrastructure of the service provider must be provided.
- O. Vendor's project plan to meet the timelines.
- P. The commercial bid with prices blanked out is to be submitted along with technical bid as per the format in **Annexure 3**.
- Q. BPCL reserves the right to reject any technical offer not meeting its technical , functional or commercial requirements. The decision of BPCL in this case shall be binding on the bidders.

2.2 THE COMMERCIAL BID

The commercial bid has to be submitted in the format given as in **Tender Document D - Format for submitting Price Bid**. Prices quoted in the format will only be considered for evaluation, and this will be the final amount for the bid. These prices shall not be subject to any alterations and escalation for any reason whatsoever.

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2.3 CONTRACT DOCUMENT

The vendor, without prior permission of BPCL cannot disclose any information provided by BPCL to any third party. The vendors shall not disclose the tender or any provision, specifications, prototype etc. to any person who is not involved in the performance of the contract.

For any clarification, kindly contact the persons mentioned below:

**Mr. Abhijeet Chavan
Dy. Mgr. Engg (Retail Engg), RHQ
abhijeetchavan@bharatpetroleum.in
Ph: 022-22175000 Ext- 5064**

**Mr. Rahul Deo
Dy. Mgr. (ARB, Technological Support), RHQ
rahuldeo@bharatpetroleum.in
Ph: 022-22175000 Ext-5121**

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3. COMMERCIAL TERMS & CONDITIONS:

- A. Bids submitted after the due date and time and not in the form or in the conformity with the prescribed terms and conditions or specifications shall be summarily rejected and would be at the sole discretion of BPCL. Unless specified by BPCL, no further correspondence/enquiring shall be entertained in this regard.
- B. The vendors to quote in Indian Rupees Only. No other currency to be used for quoting. Evaluation of bids will be done in INR. The vendor must quote for the bid as per the format given in the attachment.
- C. The cost of all equipment/tools/templates etc. used for implementation has been included in the quote. The quote also includes the rates of lodging, boarding, travel, local travel and all other expenses related to the project. No extra payment will be made on account of any of these at a later date.
- D. No extra payment will be made other than the final quoted amount on any account.
- E. The payment of all the taxes and other statutory payments payable under any or all statues/ laws/ acts etc. now or hereafter imposed are fully and exclusively liable for payment by VENDOR.
- F. Vendor to provide details of taxes like Excise Duty, Service Tax, VAT and CST considered for arriving at unit price for each item. All the other taxes, cess, levies, octroi etc. has been included in the total amount. No increment in the final amount will be tolerated by BPCL in this regard.
- G. Income tax will be deducted at source by BPCL, as per the law prevailing at the time of payment. BPCL hereby allows escalation/ de escalation of service tax and work contract tax only, as may be applicable at the time of billing in different stages during 5 year contract period provided final decision on escalation/ de escalation will be based on documentary evidences, BPCL's decision in this case shall be final and binding on the vendor. All other terms and conditions will remain unchanged.
- H. As the work will be done at the existing Retail Outlets, VENDOR should ensure that the operations at the Retail Outlets are not hampered.
- I. The complete scope of work as defined or as may be required for the intended objective of the tender has been included in the quoted price. No extra payment will be made in order to achieve the intended objective. Reasons like, bidders not envisaged/ considered a particular activity or element of cost required for achieving the intended objective or some

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activity not specifically mentioned in the tender document but required for achieving the intended objective, will not form basis for considering extra payments.

- J. For working on extended hours/ Saturdays/ Sundays/ Holidays to meet the committed/ required time schedules, no extra payment will be made.
- K. No advances will be paid to VENDOR by BPCL.
- L. BPCL reserves the right to take action as deemed fit which is inclusive of putting the bidder under suspension/ holiday for a period as decided by the corporation, in case of withdrawal of offer at any stage, non-acceptance or execution of LOI/PO as per tender/contract or any other breach of tender terms and conditions.

3.1 Award of Job:

- a) The 155 sites would be located in 19 cities: Kolkata-14, Delhi/NCR- 20, Bangalore - 16, Chennai- 18, Ahmadabad-5, Hyderabad-7, Mumbai – 7, Pune-4, Jaipur -8, Chandigarh/Jalandhar -6, Coimbatore-8, Trivandrum – 6, Cochin -6, Goa – 5, Indore - 5, Nagpur – 8, Surat – 6, Bhubaneshwar – 3, Patna - 3. The actual city wise nos shall be shared with the successful bidder/bidders. BPCL reserves the right to add/delete upto 2 ROs in each city.
- b) The award of the job shall be in the ratio of – **L1:80%** and **L2:20%** . BPCL shall hold the right to allocate the city wise sites to both these bidders. It would be binding on the L2 vendor to take up the job else BPCL may decide to initiate appropriate action as deemed fit against the bidder (L2).
- c) **L2 bidder** shall be required to match the rates in line with **L1 rates** otherwise the total quantity shall be allotted to L1 bidder. BPCL's decision shall be final and binding on the bidders in this regard.

3.2 Payment Terms:

The payments for the completed works shall be made by BPCL in the following terms:

- 1) The solution acceptance of the solution (software/ hardware) that includes Lab demo and work acceptance & implementation at sites in all aspects including Remote Monitoring shall be carried out at Minimum 4 sites for L1 bidder and 2 site for L2 bidder, and if the solution is found satisfactory, the roll out at other sites shall be approved. An acceptance certificate in this regard should be obtained from BPCL by VENDOR. However the vendor can plan the material placement at other sites simultaneously so that the project timelines are met.

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- 2) BPCL shall hold 5 % of the value of contract (excluding the cost of Warranty Support) for commissioning Central Management Portal and its seamless integration with site CCTV client as per tender specifications within 60 days from the date of LOI.
- 3) Balance payment of the value of contract (excluding the cost of Warranty Support) will be made after successful installation and commissioning, training completion of all sites in this Lot in all respect, region wise or Purchase order wise. VENDOR should obtain an acceptance & project closure signoff from BPCL. It is to be noted that final payment shall depend on the Solution Acceptance.
- 4) 50% of the total Warranty and AMC Support amount for ONE YEAR will be paid after completion of every 6 months of each year of Warranty & comprehensive AMC Support period by the Territories.
- 5) The payment will be made within 30 days after the receipt of all bills/ invoices duly certified by BPCL, along with requisite user acceptance certificates.
- 6) On completion of the work to the satisfaction of BPCL's authorized representatives and after clearing and cleaning the site and obtaining necessary certificates as required from the local authorities, The final bill of the work done should be raised, unless otherwise agreed by BPCL in writing, within one month from the due date of completion of the total work as per the contract. Whether the work has been completed or not will be decided at the sole discretion of BPCL.
- 7) BPCL will have the right to suitably replace/ alter the RO site, in case the RO is not found suitable for the purpose of CCTV installations - Site changes can happen pertaining to site issues. There are three scenarios to address :
 - a) Prior to material delivery-- BPCL may change sites. vendor to commission at the new site at no extra cost.
 - b) After Material Delivery at a particular site and before commissioning--BPCL will arrange for internal transfer to a new site , vendor to commission at the new site at no extra cost.
 - c) After Site commissioning if BPCL wishes to change RO, then BPCL will arrange for internal transfer of the material to new site. Vendor will charge for commissioning and integration charges at the new site as specified in the price bid.
- 8) The payments shall be handled by respective territory under all four regions It shall be the complete responsibility of the vendor to submit the bills timely to concerned Region/Territory Engineer.

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9) Submission Of Invoices :--

9.1) For payments of Commissioning Activities as per point 2 as above, VENDOR to submit separate invoices for ITEMS of pure Supply part and that of Service Part, as mentioned in PRICE BID under Category I "SUPPLY, INSTALLATION AND COMMISSIONING"; i.e. -

Item No. A.1 to A.7 will fall under SUPPLY part .

Item No. A.8 under SERVICES part.

9.2) For payments of Warranty Support (S.NO. B.1-B.5 in PRICE BID) as per point 5 above mentioned above, VENDOR to submit invoices for Warranty and AMC Support with a complete Breakup of Service Tax applicable at the time of Billing.

9.3) All the Invoices should be Addressed in the name of :-

Respective Territory offices.

VENDOR to also mention the name of the Concerned Territory. At the time of invoicing vendor should specify actual tax applicable to Supply portion or Service portion. The actual tax structure for the invoice amount. The final amount however shall be confirming to the amount filled in the tender.

9.4) Invoices Pertaining to Warranty Support Mentioned Above must at least have following Basic Entries.

- a) Invoice should be addressed as mentioned in point 9.3 above
- b) It should have a Serial number and date
- c) Name, address, and registration number of the service provider
- d) Name and address of the recipient of service (BPCL)
- e) Description, Classification and Value of taxable service being rendered
- f) The amount of service tax payable should be mentioned separately along with rate of service tax and breakup of the same.

10) WCT and TDS as applicable shall be deducted.

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11) Earnest Money Deposit (EMD) :

While submitting the bid, vendor is required to submit EMD of Rs. ONE Lac (Rs. 1,00,000/-) through a Demand Draft in favour of “Bharat Petroleum Corporation Limited” payable at *Mumbai*. No interest will be payable on EMD. The EMD shall be returned to the unsuccessful vendors within one month after the due date of opening of the tender. The EMD of the successful vendor will be retained till the commencement of the work. Thereafter the vendor may request to adjust the EMD against the security deposit or request return of the EMD. No interest will be payable on the EMD. EMD MUST BE SUBMITTED BY ALL VENDORS. NON SUBMISSION OF EMD SHALL LEAD TO DISQUALIFICATION OF THE VENDOR

12) Security Deposit:

- i) The VENDOR Must submit the Bank guarantee within three weeks from the date of LOI/signing of Agreement whichever is earlier. The successful VENDOR must submit a Composite Bank Guarantees , equal to 10% (TEN percent) of the Total Contract Value(Supply & Commissioning and Warranty Support, i.e. Part I and II of the PRICE BID) to BPCL as security for VENDOR’s obligation and/or discharge of implementation of VENDOR’s liability in connection with the said contract. The bank guarantee must be from any scheduled bank. (other than the co-operative banks) in India, acceptable by BPCL. The Bank Guarantee to be Valid for 65 Months (1 year Warranty period, one year of Comprehensive Support (*out of FIVE YEARS*) plus 3 month claim period.) (*Bank Guarantee FORMAT ANNEX-4*)
- ii) In case of any loss or damage, costs, charges and expenses suffered by BPCL, by reasons such as non performance of VENDOR or any breach of any terms and conditions of the contract by VENDOR, BPCL will have the right to invoke the said bank guarantee. VENDOR shall pay to BPCL, any excess of expenditure incurred by BPCL. The decision of BPCL in this respect will be final and binding on VENDOR. This decision is not liable to be questioned. It intentionally includes:
 - 1) Defect liability that may arise during the defect liability period as mentioned in the contract.
 - 2) VENDOR’s performance on the contract.
- iii) The vendor must submit the Bank guarantee within three weeks from the date of LOI/Agreement.
- iv) If the time period for the completion of work is extended, the bank guarantee will be extended by the same period before the expiry of the same.

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- v) VENDOR must rectify/ replace any defect in services/ materials, which may arise or lie undiscovered, at their own expense. If VENDOR fails to do so, BPCL has the right to rectify the said defects by invoking the bank guarantee. VENDOR shall pay to BPCL, any excess of expenditure incurred by BPCL. The decision of BPCL in this respect will be final and binding on VENDOR. This decision is not liable to be questioned.
- vi) Any defects that may occur/ appear in the work carried out under the defect liability period/Warranty & AMC support of five years, from the date of successful completion of work or issue of completion certificate whichever is later, VENDOR is responsible or liable to rectify these defects at VENDOR's own expense. If VENDOR fails to do so, BPCL has the right to rectify the said defects by invoking the bank guarantee. The decision of BPCL in this respect will be final and binding on VENDOR. This decision is not liable to be questioned.
- vii) VENDOR shall remain responsible for breach of any terms and conditions of the contract in letter and spirit and also for its satisfactory performance. In case of breach of contract, BPCL will have the right to invoke the said bank guarantee. The decision of BPCL in this respect will be final and binding on VENDOR. This decision is not liable to be questioned.
- viii) BPCL will have the right to annul the LOI/contract and forfeit the EMD, if the vendor fails to submit the composite bank guarantee within 3 weeks from the date of issue of LOI/Agreement.
- ix) For submitting the bank guarantee, the following instructions should be followed :
- a) All bank guarantees should be unconditional, without demur and can be invoked on presenting to the issuing bank.
 - b) All bank guarantees should be submitted in the prescribed format, with necessary claim period to provide sufficient time to lodge a claim after the expiry of the bank guarantee.

13) Compensation Of Delay:

Time is the essence of the Contract.

The total work as defined in the scope of work and necessary for the CCTV equipments is to be completed within 1 Month (30 days) from the date of LOI. The call off for CCTV systems at 155 ROs may be split in maximum multiple phases during the validity period of 6 months and the completion time for each call-off will be 1 month from the date of call off.

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However if a single call off will be given then the completion time will be for 1 month from the date of LOI.

The central portal should be commissioned with all the functionalities as per tender specifications within 60 days of date of LOI.

The total supply, installation and commissioning work as defined in the scope of work and necessary for the CCTV equipments is to be completed within 1 month from the date of Call off for individual ROs.

The Timelines are :--

i) Solution Development and Acceptance:

The development time for CCTV Solution closure is limited to 1 months from date of LOI/AGREEMENT. If successful vendor fails to deliver acceptable solution within months from the date of LOI, the compensation of delay in solution acceptance portion (excluding central portal), will be 1% per week on the total contract value for supply, installation and commissioning (excluding the value towards warranty support), for a maximum permissible delay of 3 weeks. Solution Closure shall be carried out at min 4 ROs for L1 bidder and 2 Retail Outlet for L2 bidder.

The central portal should be commissioned with all the functionalities as per tender specifications within 60 days of date of LOI.

ii) Site Work Completion:

In case VENDOR fails to complete the work within the scheduled time period for a particular RO(Retail Outlet) , then, unless such failure is due to Force Majeure as defined & agreed or due to BPCL's defaults, VENDOR shall pay BPCL by way of compensation for delay and not as penalty, a sum @ 0.5 % of the contract value of the SUPPLY INSTALLATION & COMMISSIONING of that particular RO (excluding cost of the Warranty & Comprehensive AMC Support), per complete week of delay subject to maximum of 5% of the contract value of the SUPPLY INSTALLATION & COMMISSIONING (excluding cost of the Warranty Comprehensive AMC Support) per complete week of delay. The parties agree that this is a genuine pre-estimate of the loss/ damage which will be suffered on account of delay/ breach on the part of VENDOR and the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay/ breach. The decision of BCPL in regard to the actual delay shall be final and binding on VENDOR.

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

VENDOR must properly maintain the CCTV system and ensure that it is up and running. For the downtime beyond the permissible limit as outlined in the technical document, the penalty is referred in *SLA (ANNEX-5)*

14. Evaluation Criteria:

- i. The technical bid shall be first opened after the date of submission. After evaluating the technical bid, Technical bid evaluation shall also include Proof Of concept (POC) at one of the Retail Outlets. Bidder may have to install one outdoor camera (as quoted on the tender) at the location along with the NVR during the POC.
- ii. Commercial bid of only those vendors who qualify in the technical bid will be opened for further evaluation.
- iii. The evaluation will be done based on the total price quoted by the vendor including the 5 years Warranty & comprehensive AMC Support as per the format in the attachment.
- iv. The offer/quotation with lowest price bid will be accepted and shall be considered for award of the job.

15. Rejection Criteria:

The offers/quotations will be rejected for a few the reasons as mentioned below:

- i. Offers/quotations not received at the specified address on or before the due date of submission.
- ii. Offers/quotations not received in the required format.
- iii. Offers/quotations not received in two separate envelopes; one having technical bid along with un-priced commercial bid and another having the priced commercial bid.
- iv. Offers/quotations not received with the Earnest Money Deposit.
- v. Offers/quotations not received with the duly signed & filled Integrity pact of BPCL.
- vi. Offers/quotations received in the names other than the vendor to whom the tender was addressed.
- vii. If delivery time specified is more than the required time schedule.
- viii. Offers/quotations that do not accept the clause of composite bank guarantee for the performance of contract and deliverables.
- ix. The prices are not quoted in the format specified in the attachment and not quoting firm prices.
- x. If any item of the scope and the deliverables is excluded in the offers/quotations.

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- xi. If there are any deviations in the technical bid, the vendor will be asked to confirm the same without any change in the commercial bid. However, BPCL's decision on any deviation would be final and binding on the vendor.
- xii. If the vendor doesn't accept the payment terms and the compensation for the delay in completion clause, the bid will be rejected.

4. GENERAL TERMS AND CONDITIONS

Definitions

- A. The definition of some terms used in the document is as mentioned below. In this document unless or until it is mentioned, the following terms will be used as defined.
- B. The Contract between **BPCL** and **VENDOR** will include all the documents: offer/quotations and supporting claims submitted by **VENDOR** purchase orders and the entire documents related to the signing of contract between **BPCL** and **VENDOR**. Instructions and directions issued by BPCL including change orders, specifications etc. for execution, completion and commissioning of the work within the time schedule mentioned in the contract are also included. The documents given by BPCL related to extension of time period at the request of **VENDOR** for the completion of the work are also included.
- C. The Specifications will mean all the technical and other specifications mentioned in the technical document by **BPCL** and shall include the latest editions and all the international standards.
- D. The Tender means the document given by **BPCL** to **VENDOR** to submit their quote..
- E. The **Project-in-charge** means the **Retail Engineering In-charge** of BPCL located at BPCL HQ. While the Officer-in-charge means the **Regional In-charge** located at the Regional centers and **Site-in-charge** means the **BPCL Engineer** entrusted with the responsibility of supervising the Site work.
- F. **CCTV** means **Closed -Circuit TeleVision**.
- G. **NVR** means **Network Video Recorder**.
- H. **Annexure** means **annexure** attached in this document and forming a integral part of this tender document
- I. **AMC** means **Annual Maintenance Contract**.

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J. **LOI** means **Letter Of Intent**.

K. Vendor to seek necessary clarification on any other abbreviations that may have been used in this Tender Document.

L. All correspondence and dealings shall be between **BPCL** and **VENDOR** alone. **VENDOR** shall hold the total responsibility of discharging all the obligations, as per terms and conditions of the contract, even in case of a break up in the consortium.

M. In the case of break up in the consortium, BPCL reserves the right to terminate the contract and get the balance work done from any other vendor at the risk and cost of **VENDOR**.

4.1. GENERAL CONDITIONS OF TENDER

Filling and Submitting Tenders:

- A. The vendor should study all the tender documents carefully and understand the locations, site conditions, drawings, technical and functional specifications, etc. before quoting. If there are any doubts, he should obtain clarifications, but this shall not be justification for the late submission or extension of opening date/time of the tenders.
- B. The rate should be quoted in the same units as mentioned in the tender schedule.
- C. All entries in the tender document should be in ink/typed. Corrections, if any, should be attested by full signature of the vendor.
- D. The vendor or his authorized representative shall sign every page of the tender document.
- E. Vendor should sign the Integrity pact in the format attached separately.

4.2 RATES:

- A. Please quote your lowest prices for the supply of materials as per details given in Price Bid Tender Document D. The quotation shall show separately and clearly (without any corrections) the basic price, discount (%), packing & forwarding (%), excise duty (with relevant excise tariff no./chapter id), sales tax, freight(%), other charges, etc against each item. Rates/charges quoted in the quotation shall be final and no additional charges/corrections will be accepted after the receipt of quotation unless the same is necessitated by BPCL in writing. The rates quoted should be inclusive of all the other taxes and levies like octroi, material, labour, water, electricity, power, tools, tackles, centering, lifts, leads, scaffolding, visit charges, etc

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- B. Service tax, VAT/CST shall be paid as applicable on the date of billing for ITEM NO. A.8 and "B.1 to B.5" mentioned in the PRICE BID. BPCL hereby allows escalation/de-escalation of service tax and work contract tax as may be applicable at the time of billing in different stages during the project period provided final decision on escalation/de-escalation will be based on documentary evidences), etc. levied by state or central authorities. All materials are to be supplied by the vendor unless otherwise stated. BPCL won't pay for any change in the above mentioned conditions. VENDORS to foresee the change in rates for the above mentioned items for the entire project period. *PLEASE REFER PRICE BID FORMAT (DOCUMENT D)*
- C. All the taxes should be considered for arriving at **unit price** for that particular item. L1 shall be determined by the total value of quote i.e, sum of *Quantity X unit price* for all the items in the price bid.
- D. Once the quotation is accepted, the rates quoted shall be firm till the entire work is completed in all respect. The rates of Warranty & AMC shall also remain constant for the entire project period.
- E. Since there are changes in the tax structure in the different states/ cities, at the time of billing, for all the items where the tax is less than the originally quoted, *the basic price shall remain constant* and on the items where tax is more than the originally quoted, *the basic price can be reduced to keep the unit price firm*.
- F. C-forms and road permits shall not be issued by BPCL.
- G. Incomplete/conditional tender quotations or those received late and/or not conforming to the terms and conditions, the tender document will be rejected.
- H. BPCL reserves the right to reject any or every tender without assigning any reason whatsoever and / or negotiate with the vendors in the manner BPCL considers suitable.
- I. Any new tax levy announced by authorities or differential increase/decrease after bid submission date, will be reimbursed adjusted accordingly.

4.3 EXECUTION OF AGREEMENT:

The successful vendor shall within 7 days of BPCL communication to him of the acceptance of his offer/quotation by executing a formal agreement with BPCL on BPCL's format.

4.4 EXECUTION OF WORK :

- i) VENDOR should visit the site and acquaint themselves with location, site conditions, availability of water, electricity, approach roads, construction materials as per specifications, shelter for their staff etc. since these are to be provided/ arranged by VENDOR at their cost.
- ii) VENDOR should submit detailed construction program adhering to the time schedule as mentioned in this document. The program will form a part of the contract. However, BPCL

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reserves the right to alter the program, if necessary, from time to time and no claim of VENDOR on account of such alterations will be entertained.

iii) All materials required for the execution of work should conform to the standard specification and approved by the Site-in-charge before actually put to use. Commencement of work without prior approval shall be entirely at the risk and cost of VENDOR. No delay due to non-availability of materials, tools, equipment etc. will be entertained by BPCL. In case of certain machinery/ equipment, BPCL's Site-in-charge may inspect the item approval before they are brought into site.

iv) The responsibility for safety, security and accounting of the materials and equipment brought or installed at site by VENDOR or handed over to VENDOR by BPCL for completion of the work will remain with VENDOR till the acceptance of work by BPCL. Any damage caused to the material / equipment during the execution of work will be made good by VENDOR at their cost. BPCL may require VENDOR to have Guarantee and indemnity bond executed for the value of the materials supplied to them free of cost, as per terms of the Agreement.

v) Quantities shown in the Tender schedule are approximate and payment shall be made as per actual measurements. The city wise locations are also tentative and may vary +/- 2 ROs per city as per feasibility of the site. VENDOR is not entitled to any sort of compensation towards materials procured/ stored in excess of the measured quantities.

vi) BPCL reserves the right to increase or decrease the tendered quantity or revise specifications, drawings, designs of any or every item or delete them at any stage of work. VENDOR's claim for compensation or damages on account of these shall not be entertained. Such deviations will be adjusted at the rates contained in the agreement or at prevailing market rates, if the rates are not available in the Agreement, by issuing variation order(s). In case it becomes necessary for BPCL to temporarily suspend or postpone the work, partly, or fully due to unforeseen circumstances, BPCL shall not be liable for any compensation on account of resultant delays.

vii) The entire work will be carried out under the supervision of the authorized representative of BPCL, but this will not detract VENDOR's responsibility for quality/ period of execution of work.

viii) Detailed measurements of works carried out shall be taken jointly by VENDOR and BPCL's site-in-charge at every stage of work, before proceeding to the next stage. All works shall be measured as per the procedure laid down. Payments shall be made as per the measured quantities and not as per the Tender Schedule quantities.

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ix) VENDOR shall submit to the office, which has awarded the contract, periodic progress reports of their work as stipulated by our Site-incharge.

x) VENDOR shall not undertake on their own any change in specifications mentioned in the technical document. In case of doubts VENDOR will refer the matter in writing to BPCL and act as per the clarifications given by BPCL. Any changes in the work involving changes in original specifications, quantities/ additional items of work, should be covered by obtaining suitable variation order(s) from BPCL immediately.

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

xii) VENDOR should ensure the safety of adjoining property and shall make good any loss to product/ property resulting from their negligence.

xiii) Hot work if any, is to be carried out only in the areas earmarked for the purpose, after required safety precautions have been taken and only after obtaining written permission from the Site-in-charge. Any provision required to be made e.g. wind screens of G.C.I. Sheets etc. to make the area safe for hot-work, will be made by VENDOR at their own cost.

xiv) The work in BPCL's premises should be carried out during the normal working hours and without obstructing any day-to-day work in the establishment. If any work is required to be carried out beyond normal working hours, prior permission should be obtained before undertaking such work.

xv) In the event of VENDOR failing to complete the work within the stipulated time, BPCL shall have the right to employ any other agency to complete the remaining work at the risk and cost of VENDOR.

xvi) It will be VENDOR's responsibility to get the works approved and obtain all certificates for plumbing, electrical, civil works from local, municipal, Governmental or other required authorities.

xvii) VENDOR is expected to co-operate/ co-ordinate with the other vendors carrying out the allocated work to them so as to avoid breaking of work already done by them or cause any hindrance in the progress of their work. In case there is any difficulty/ dispute, the same should be immediately brought to the notice of the Site-in-charge.

xviii) The work is being carried out at the Retail Outlets. The progress of work is likely to be interrupted on account of operations in such units. Stoppage of work under such

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circumstances shall not entitle VENDOR to claim any compensation for idling, machinery etc. during such interruptions.

xix) VENDOR and their workers shall abide by all security/ safety rules regulations in force at the location and the laws, bye-laws and statutes of Government, semi-Government and other local authorities such as requirements/ liability under enactment like the Workmen's Compensation Act, Contract Labor Act, etc. and BPCL shall stand indemnified against any claims on these scores. VENDOR and their workers shall strictly abide by "no smoking" and other petroleum regulations on the premises.

xx) VENDOR shall not subject or assign any part of the work to another party, without the prior written permission of BPCL. In any event VENDOR will solely be responsible for the work so sublet or assigned.

xxi) VENDOR undertakes to ensure due and complete compliance with all laws regulations, rules etc. whether of Central Government or the State Government or any other competent authority applicable to the workmen employed or whose services are otherwise availed of by VENDOR, whether in connection with the work at site or otherwise. BPCL shall have the right to inspect the records maintained by VENDOR concerning such workman from time to time and VENDOR to produce for BPCL's inspection in order to ascertain whether or not the requirements of all such regulations, rules etc. have been complied by VENDOR. In the event of any contravention of such laws, regulations, rules etc. coming to light whether as a result of such inspection or otherwise, BPCL shall have the right to require VENDOR to effect such compliance within such time as BPCL may prescribe in that behalf and in the event of VENDOR failing to effect such compliance within the time prescribed by BPCL then BPCL without prejudice to rights be entitled to withhold from the amount payable to VENDOR any amount payable to the workmen under such laws, regulations. Rules etc. and to make payment to the workmen. BPCL shall also have, in that event to terminate the contract with immediate effect and to exercise the powers reserved to BPCL under the contract as a result of termination

xxii) VENDOR shall arrange for at least one supervisor to be present at site at all times during the progress of work, who shall be duly authorized to take instructions and execute them on VENDOR's behalf.

4.5 TIME SCHEDULE (to be mentioned in ANNEX-6)

i) The break-up of all expected timelines is to be provided by VENDOR for BPCL's information and understanding of the vendor's approach to the project.

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4.6. EXTENTION OF TIME PERIOD

- i) VENDOR should apply in writing to BPCL for extension of time period, well in advance, if VENDOR is not able to complete the work in contractual period. The application should state in details, all the reasons on basis of which VENDOR desires to extend the time period.
- ii) The application should be submitted in advance before the expiry date of the contract. The decision of BPCL in this regard will be final and binding. If the reasons for extension of due date of completion are not attributable to BPCL, the Compensation Clause shall be applicable.
- iii) If the reasons for extension of due date are directly attributable to BPCL, then BPCL will consider the request if the delays have directly resulted in the overall delay of the project. All efforts are to be made by VENDOR to compensate for such delays.
- iv) No extra charges or payments will be made to VENDOR by BPCL in case of extension of time period.
- v) No idle time charges will be paid by BPCL, in any case.

4.7 FORCE MAJEURE:

- i) The parties to this Contract cannot be responsible for any failure or performance or delay in the performance of their obligations hereunder if such failure or delay shall be the result of any Government Directive, relevant to this tender or due to war, hostilities, act of public enemy, riots of civil commotion, strikes, lockouts, fire, floods, epidemics, or acts of God, arrested as restrain of rules and people, political or administrative acts of the recognized or defacto Government, Import or Export restrictions, complaints with any Government or local authority or any other cause beyond control of the parties hereto.

4.8. TERMINATION OF CONTRACT:

- i) BPCL reserves the right to terminate the contract at any stage. The reasons for such an action are to be recorded in the letter of termination.
- ii) The reasons for the termination of contract can be any or all of the following:
 - a) VENDOR has abandoned the work or contract.
 - b) VENDOR has failed to start the work or has suspended the work for 15 consecutive days without any lawful excuse.

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- c) In case, the works, materials and instruments etc are not found acceptable by BPCL as per technical and functional specifications.
 - d) Replacement of faulty works/ materials/ instruments etc is not done within 15 days from the receipt of written notice from BPCL.
 - e) If there is any breach in the terms and conditions of the contract by VENDOR.
 - f) VENDOR in any manner has acted in detrimental interest, against the reputation, dignity and prestige of BPCL. If VENDOR has stopped attending the work without prior notice to BPCL. Also if VENDOR becomes untraceable.
 - g) VENDOR has been declared bankrupt/ insolvent.
 - h) In event of unexpected change in constitution of ownership and winding up or closure of business of VENDOR.
 - i) For any reasons as may be decided by BPCL under the scope of this contract.
- iii) BPCL on termination of such contract shall have the right to appropriate the bills due but not paid, security deposit and invoke the bank guarantees furnished by VENDOR and to appropriate the same towards the amounts due and payable by VENDOR as per the conditions of the contract and return to VENDOR the excess money, if any, leftover, whether under this contract or from any other contract with VENDOR.
- iv) BPCL shall have the right to carry out the unexecuted portion of work either by themselves or by VENDOR or through any other agency at the cost of VENDOR.
- v) VENDOR within or at the time fixed by BPCL shall depute their authorized representatives for taking stock of the deliverables completed thus far and submit the final bill/invoice for the work as per agreed measurement of work within 15 days of the joint assessment of work completed. If VENDOR fails to depute their representative for joint assessment, BPCL shall make the assessment with their Project-In-Charge or any other outside representatives. VENDOR shall not question such an assessment and VENDOR for the purpose of Arbitration can raise no dispute.
- vi) BPCL may take possession of the works and all deliverables of VENDOR and use or employ the same for completion of the work or employ any other vendor or other person or persons to complete the works. VENDOR shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other vendor or other persons employed for completing and finishing or using such deliverables.
- vii) When the contract is terminated by BPCL for all or any of the reasons mentioned above, VENDOR shall not have any right to claim compensation on account of such termination.
- viii) If VENDOR fails to complete the work and order is canceled, the amount due to them on account of work executed by them, if payable, shall be paid to VENDOR only after recoveries

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as per the provisions of the contract, and after alternative arrangement to complete the work have been made.

4.9 ARBITRATION:

- a) Any dispute or differences of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL against VENDOR or regarding any right, liability, act, omission or on account of any of the parties hereto arising out of or in relation to this shall be referred to the Sole Arbitration of the Director (Marketing) of BPCL or some officer of BPCL who may be nominated by the Director (Marketing).
- b) VENDOR will not be entitled to raise any objection to any such Arbitrator on the grounds that the Arbitrator is an Officer of BPCL or he has dealt with the matters to which the contract related or in the course of his duties as an officer in BPCL he had expressed his views on all or any matters in dispute or difference. In event of the Arbitrator to whom the matter is originally referred, is being transferred or is vacating his office or being unable to act for any reason whatsoever, the Director (Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in discretion of the Director (Marketing) designate another person to act as Arbitrator in accordance with the terms of the tender document 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 BPCL, if the Director (Marketing) does not designate another person to act as the Arbitrator on such transfer, vacation of office or inability of original Arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director (Marketing) or a person nominated by Director (Marketing) of BPCL as aforesaid shall act as Arbitrator hereunder. The award of the Arbitrator so appointed shall be final conclusive and binding on all parties to tender subject to the provisions of the Arbitration 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 proceeding under this clause.
- c) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as the Sole Arbitrator shall by writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to here in above

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and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.

- d) The Arbitrator shall have the power to order either of the parties to abide by observe and perform all such directions as Arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The Arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the Arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the arbitration Act 1996 including admission of any affidavit as concerning the matter in difference i.e. dispute before him.
- e) The parties against whom the Arbitration proceedings have been initiated that is to say, the Respondents in the proceedings, shall be entitled to prefer a cross-claim or set off before the Arbitrator in respect of any matter as issue arising out of or in relation to the contract without seeking a formal reference of Arbitration to 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).
- f) 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 opinion so taken.
- g) The Arbitrator shall have to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- h) The Arbitrator shall be entitled to direct anyone of the parties to pay the cost of the other party in such manner and to such extent as the Arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrator's expenses whenever called upon to do so.
- i) 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 contract and any award or awards made by the Sole Arbitrator here under shall be failed in the concerned courts in the city of *Mumbai* only.

4.10. SOLE RIGHTS TO DOCUMENTS:

Any intellectual Property created by the vendor during the course of this project will be owned by the vendor or its partners as the case may be. Vendor will grant access to the

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software and deliverables as delivered to BPCL at no additional cost. However vendor has to maintain confidentiality of all the templates, documents, processes, models that may be related to this project. Vendor shall have no right to use these without explicit prior permissions in writing from BPCL. If there is any breach of on this account the work contract is liable to be terminated by BPCL.

4.11 CONFIDENTIALITY :

- i) The Successful VENDOR should maintain utmost confidentiality. The bidder shall not copy any document/ information and shall not divulge any knowledge of systems or procedures of BPCL, which come to VENDOR's knowledge during the work completion process. If there is any breach of on this account the work contract is liable to be terminated by BPCL.
- ii) BPCL will have the right to take appropriate legal action against VENDOR for breach of any copyright or infringement of intellectual property of BPCL disclosed to VENDOR during the work completion process.
- iii) Whatever customization is done for this tender of BPCL, BPCL may decide to enter into a Bi-Partite/ Tri-Partite agreement between with Lead Partner and the RO CCTV system Supplier.

4.12. VENDOR's RESPONSIBILITY & COPYRIGHT PROTECTION:

- i) VENDOR will have all the responsibility of the works/ services carried out by them. The work has to be done correctly as per the work requirements and as per the international practices. VENDOR will be liable to make all suitable corrections and amendments at no extra cost to BPCL. Signing off of any particular stage in CCTV System will not absolve VENDOR from the responsibilities.
- ii) VENDOR will defend BPCL against the claim of breach of a patent or copyright by any third party for the product/ services supplied by VENDOR. VENDOR shall make payment of all the costs, damages attorney's fees etc. as ordered by the court

4.13 COMPLIANCE TO TENDER DOCUMENT.

- i) The vendors are to submit the offer/quotations in exact compliance with the tender conditions. All annexure are to be duly filled and submitted along with the necessary documentation to support the vendor's claim at the first instance itself. All the documents submitted should necessarily be in English.

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- ii) The vendors have to comply with the tender conditions. Any deviations to be specifically mentioned in the format attached in Annexure Even if there are no deviations, a NIL deviation form is to be submitted.
- iii) The bid will be considered non-responsive if the vendor tries to conceal any deviations. All the deviations or their clear references in the tender documents should be mentioned in the format attached as **ANNEXURE 2**.

C: TENDER DOCUMENT: ANNEXURES

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ANNEXURE-1 : To be Submitted along with technical bid.

FORMAT FOR ACKNOWLEDGEMENT OF TENDER ENQUIRY DOCUMENT

To,

Subject: BPCL Tender Enquiry No: **1000147068 DT. 23.08.2011** for CCTV Systems at BPCL ROs,

We _____ (name of organization) acknowledge the receipt of your tender enquiry. We received the document on _____ (date). We agree that these documents are the property of Bharat Petroleum Corporation Limited. The due date for the tender is _____ at the above-mentioned address.

The following person(s) are authorized by _____ (name of organization) to handle all the proceedings and for clarifications by BPCL. The signatures of authorized persons are attested below:

Sr. Num.	Name	Designation	Tel. Num./ Fax Num.	E-mail	Signature
1					
2					
3					
4					

Details of authorizing person:

Signature

Name

Bidding Organization

Seal of the organization

Date

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ANNEXURE-2 : To be Submitted along with technical bid.

FORMAT FOR COMPLIANCE TO THE TENDER ENQUIRY TERMS AND CONDITIONS AND LISTING OF DEVIATIONS

Subject: BPCL Tender Enquiry No: **1000147068 DT. 23.08.2011** for CCTV System at BPCL ROs.

1. NO DEVIATIONS

We, _____ (name of the organization) have read and understood the tender enquiry document. We hereby confirm that the tender submitted by us has no deviations whatsoever from the tender enquiry and is in complete compliance with it.

2. DEVIATIONS

We, _____ (name of the organization) have read and understood the tender enquiry document. We hereby confirm that the tender submitted by us is in complete compliance with the tender enquiry except for the deviations mentioned below:

Sr. No.	Sec. No./ Para No./ Sub Para NO. and relevant portion from BPCL tender enquiry document pertaining to the Deviation proposed by vendor	Exact Deviation	Reason for Deviation.
1			
2			
3			
:			
:			

Signature _____

Name _____

Bidding Organization _____

Address _____

Seal of the organization _____

Date _____

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ANNEXURE-3 : To be Submitted along with technical bid.

FORMAT FOR SUBMITTING UN-PRICED COMMERCIAL BID- DOCUMENT D

Subject: BPCL Tender Enquiry : **1000147068 DT. 23.08.2011** for CCTV system at BPCL ROs.

We _____ (VENDOR's Name) have read and understood the Tender Documents for the above job and quote in the Technical bid as per the rates mentioned below. The rates quoted should be inclusive of all material , labour ,water, electricity, power, tools, tackles, centering, shoring, lifts, leads, scaffolding, excise, customs, octroi, transport charges, duties, sales tax, work contract tax, CST etc. The Rates Quoted should remain Firm for the Entire Contract Period (including Commissioning & Warranty Support Period).

I SUPPLY, INSTALLATION AND COMMISSIONING AT SITES						
Item. No.	COMPONENT	Qua ntity (A)	RATE (B) (INR)		PRICE(INR) (C=AXB)	
			In Figs.	In Words	In Figs.	In Words
A	CCTV Solution solution including Cameras, NVR. Site client software, remote client, etc (As defined in scope in work per RO)					
A.1	SUPPLY OF OUTDOOR IP CAMERA (<i>Bidder to mention Basic price, Excise duty, VAT, CST, etc considered for arriving at unit price)</i>	825 Nos				
A.2	SUPPLY OF IP 66 HOUSING FOR OUTDOOR IP CAMERA (<i>Bidder to mention Basic price, Excise duty, VAT, CST, etc considered for arriving at unit price)</i>	825 Nos				
A.3	SUPPLY OF NETWORK VIDEO RECORDER- NVR (<i>Bidder to mention Basic price, Excise duty, VAT, CST, etc considered for arriving at unit price)</i>	155 Nos				
A.4	SUPPLY OF 17" SPLIT SCREEN LCD MONITOR - AS REQUIRED AT SITES (<i>Bidder to mention Basic price, Excise duty, VAT, CST, etc considered for arriving at unit price)</i>	155 Nos				
A.5	SUPPLY OF NETWORK POE SWITCH (<i>Bidder to mention Basic price, Excise duty, VAT, CST, etc considered for arriving at unit price)</i>	155 Nos				

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A.6	SUPPLY OF CCTV EQUIPMENT RACK (<i>Bidder to mention Basic price, Excise duty, VAT, CST, etc considered for arriving at unit price)</i>)	155 Nos				
A.7	SUPPLY OF VIDEO MANAGEMENT (<i>SITE & REMOTE</i>) SOFTWARE (<i>Bidder to mention Basic price, Excise duty, VAT, CST, etc considered for arriving at unit price)</i>)	155 Nos				
A.8	INTEGRATION AND COMMISSIONINGS (<i>Bidder to mention Basic price, Service Tax, VAT & CST, considered for arriving at unit price)</i>)	155 Nos				
SUB TOTAL (A.1 to A.8) = A						
II. POST COMMISSIONING ACTIVITIES						
B	WARRANTY ANCD COMPREHENSIVE AMC FOR FIVE YEARS					
B.1	1 ST YEAR WARRANTY SUPPORT (<i>Bidder to mention Basic price, Service Tax, VAT & CST, considered for arriving at unit price)</i>)	155 Nos				
B.2	1 ST YEAR POST WARRANTY COMPREHENSIVE AMC SUPPORT (<i>Bidder to mention Basic price, Service Tax, VAT & CST, considered for arriving at unit price)</i>)	155 Nos				
B.3	2 ND YEAR POST WARRANTY COMPREHENSIVE AMC SUPPORT (<i>Bidder to mention Basic price, Service Tax, VAT & CST, considered for arriving at unit price)</i>)	155 Nos				
B.4	3 RD YEAR POST WARRANTY COMPREHENSIVE AMC SUPPORT (<i>Bidder to mention Basic price, Service Tax, VAT & CST, considered for arriving at unit price)</i>)	155 Nos				
B.5	4 TH YEAR POST WARRANTY COMPREHENSIVE AMC SUPPORT (<i>Bidder to mention Basic price, Service Tax, VAT & CST, considered for arriving at unit price)</i>)	155 Nos				
SUB TOTAL (B.1 to B.5) =B						
III. CUMULATIVE BID VALUE						
Item. No	COMPONENT	TOTAL PRICE (INR)				
		Fig		Words		
1	SUPPLY , INSTALLATION & COMMISSIONING AT SITES					
2	POST COMMISSIONING ACTIVITIES					
	TOTAL BID VALUE					

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NOTE:

- i) All Rates & Price to be mentioned both in WORDS and in Figures.
- ii) Actual nos of LCD Monitors Item A.4 will vary as already available monitors at sites may be used for CCTV viewing.
- iii) Service Tax, VAT, CST shall be paid extra as applicable on the date of billing for item no A.8, B.1 To B.5
- iv) In order to curb tendency to collect Warranty Support charges in advance and hence to provide good site support during post-commissioning period, the rates of Warranty & Comprehensive AMC (Item B.1 to B.5) Price **CANNOT** be quoted less than 5% of combined value of Item Nos- A.1, A.3 and A.7. (excluding taxes) covered under category **I i.e. Supply, installation and commissioning at sites.**
- v) Any vendor quoting below this as warranty or AMC cost in any year will be automatically disqualified.

(VENDOR TO FILL PRICE BID PROVIDED IN TENDER DOCUMENT -D)

Vendor's Name:

Signature and Stamp

Confidential

Date:



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ANNEXURE-4 (for Successful Vendor Only. To Be submitted within 15 days of Agreement/LOI)

FORMAT FOR COMPOSITE BANK GUARANTEE

(On Non-Judicial Stamp paper of Rs.100)

To:

THIS INDENTURE made this _____ day of 2011 between _____*_____ of the first Part and _____ Bank Ltd. hereafter called “ The Bank” which expression shall include its successors and assign of the second part and the _____@_____/_____@_____ hereinafter called “ the Corporation” which expression shall include his successors and assigns of the third party.

WHEREAS the VENDOR has to pay from time to time to the Corporation the Earnest Money/ security deposit in respect of works tendered to be performed or in respect of tenders to be submitted by him according to the terms and conditions for submission of tenders or of Contracts as the case may be.

AND WHEREAS the full value of the Earnest money/ security deposit is liable to be forfeited to the Corporation on happening of the contingencies mentioned in the tender document or in the contracts;

AND WHEREAS the VENDOR desires to secure exemption from payment of Earnest money/ Security Deposit with each individual tender and has offered to furnish a guarantee of the Bank for the sum of Rs._____ to the Corporation for the purpose of securing such exemption;

AND WHEREAS the Corporation has agreed to accept the guarantee of the Bank as herein provided in lieu of the vendor depositing Earnest money/ Security deposit with each individual tender or contract.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

If the VENDOR commits any breach of the terms and conditions of any tender or contract in respect of which the vendor has been exempted from depositing the Earnest Money/ Security deposit because of this guarantee furnished by the Bank to the Corporation and the Corporation has become entitled to forfeit the earnest money/ security deposit or any part thereof the Bank hereby unconditionally and irrevocably agrees and undertakes to pay to the Corporation demand and without demur the amount of the Security Deposit required to be

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furnished by the contractor under the conditions of the tender or of the Contract in respect of which the breach is committed to the extent of Rs. _____

We, _____ Bank Ltd, further agree that the Corporation shall be the sole judge of and as to whether the said vendor has committed any breach or breaches of any of the terms and conditions of the tender/ contract and the extent of loss, damage, or that may be caused to or suffered by the Corporation on account thereof to the extent of the earnest money/ security deposit required to be deposited by the vendor in respect of the said tender or the contract and the decision of the Corporation that the said vendor has committed such breach or breaches and as to the amount or amounts or loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time shall be final and binding on us.

We, the said bank for further agree that the Guarantee herein contain shall remain in full force and effect during the period that would be taken for the performance of all the contract in respect of which the VENDOR has been exempted from making a deposit of the Earnest money/ security deposit by virtue of this Guarantee and till all the due of the Corporation under the said contract or by virtue of any of the terms and conditions governing the said contracts has been fully and properly carried out by the said VENDOR and accordingly discharges this Guarantee subject, however that the Corporation shall have no claim under this Guarantee from the date of expiry of the Warranty Support Period of the last call-off placed, unless a notice of the claim under the Guarantee has been served on the bank before the expiry of the said period in which case the same shall be enforceable against the bank notwithstanding the fact, that the same is unforced after the expiry of the said period. Provided, however, if the Corporation thinks that after the date of expiry of the Warranty Support period of the last call-off, as provided in the Contract which expires last shall expire after the expiry of the period of _____ years from _____ day of _____ the Bank hereby agrees and undertakes on being called upon by the Corporation to extend the date of validity of this Guarantee for a further period of _____ years from the said _____ day of _____ at least two months before the expiry of the said period of _____ years from _____ day of _____ and if the Bank fails to do so the Bank shall forthwith pay to the Corporation the said sum of Rs. _____

The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity, from time to time to vary any of the terms and conditions of the said contracts or to extend time of performance by the said vendor or to postpone for any time and from time to time any of the powers exercisable by him against the said vendor and to either enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to the Corporation and the said Bank shall not be released from its liability under these presents by any exercise of the Corporation of the

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liberty with reference to the matters aforesaid or by reason of time being given to the said vendor or any other forbearance, act or omission on part of the Corporation or any indulgence by the Corporation to the said vendor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

It shall not be necessary agrees the undertakes that if the Corporation to proceed against the VENDOR before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Corporation may have obtained to obtain from the VENDOR shall at the time when proceeding are taken against the Bank hereunder be outstanding or unrealized.

The VENDOR hereby agrees and undertakes that if the Corporation has become entitled to forfeit the amount of Earnest money/ security deposit or any part thereof in respect of the contract for which he has been exempted from payment of earnest money/ security deposit by virtue of this Guarantee and if the Corporation has recovered the said amount of earnest money/security deposit or any part thereof from the Bank under this Guarantee, the Contractor shall forthwith on the happening of any such event arrange to have the amount of the Guarantee increased to the said sum of Rs. _____ as aforesaid and till such time as he/she furnishes a fresh or further Bank Guarantee bringing the amount of the Bank Guarantee to the said sum of Rs. _____ the vendor shall not be entitled to any exemption in respect of any earnest money/ security deposit in respect of any of the tenders submitted by him after the date of forfeiture of any amount of earnest money/ security deposit by the Corporation under any of the said contracts and such amount having been recovered from the Bank under this Guarantee.

We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the Constitution of the said VENDOR or the said Bank shall not discharge our liability here under.

IN WITNESS WHEREOF the parties herein have executed these presents the day and year first over above written.

Signed and delivered by the

Within _____ named
(VENDOR)

Vendor's Name:

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1)

2)

Signed and delivered by the

Shri.....within named..... and (Name and Designation) on behalf of the@/ Bank in, the presence of in the presence of

1)

2)

* For propriety concerns

Shri..... son ofresident ofcarrying on business under the name and style of.....(herein after called the said "VENDOR" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

* For Partnership Concerns

Shri..... son of resident of.....

Shri..... son of resident of carrying on business in co-partnership under the name and style of at(hereinafter collectively called the said "VENDOR" which expression shall unless the context requires otherwise include each of them and their respective heirs, executors, administrators and legal representatives).

* For Companies

Shri..... a company under the Companies Act 1956 are having its registered office at.....in the State of(hereinafter called the said "VENDOR" which expression shall unless the context requires otherwise include its successors and assigns).

Note: _____here, insert the Name of the Undertaking.

_____here, insert the name of the Unit/ Project.

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Signature and Stamp

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Date:



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ANNEXURE-5 *To be Submitted along with Technical BID*

**FORMAT FOR SERVICE LEVEL AGREEMENT FOR WARRANTY AND
COMPREHENSIVE AMC PERIOD OF TOTAL 5 YEARS**

Subject: BPCL Tender Enquiry No: **CRFQ NO 1000147068 DT. 23.08.2011** for CCTV Systems at BPCL ROs

INTRODUCTION:

This document stipulates the nature and level of service standards and support expected from the VENDOR/ Authorized Service Provider i.e. M/s _____ during the Warranty Support Period for the maintenance of the CCTV Systems installed at 155 Ros as a part of Tender No. _____. This document also specifies the required uptime for the equipment supplied the level of training and other conditions like penalty provisions for the services not provided by M/s _____ during the Warranty Support Period

SCOPE OF THE SERVICE LEVEL AGREEMENT:

- A. Warranty & Comprehensive AMC support period shall be based on POs issued by the regions. Warranty start date for ROs under that PO will be mutually decided by respective BPCL Regions & Vendor on completion of project PO wise. The Warranty and comprehensive AMS support period shall be Five Years.
- B. Warranty and Comprehensive AMC Support period of an RO shall be mutually decided by resp. The Warranty and post Warranty Comprehensive AMC Support shall be for a period of FIVE years. Warranty & Comprehensive AMC Support means all hardware components to be replaced by vendor and spares including software (software updates/patches) to be provided within time to avoid downtime beyond permissible downtime. Warranty Support shall include site visits for attending BROMA complaints for Breakdown maintenance. All this shall be covered for FIVE years under Warranty and Comprehensive AMC Support payment by BPCL and NO EXTRA PAYMENT other than this shall be done to the vendor.
- C. It is mandatory for VENDOR to main maintain sufficient Spares at it's respective State Level Head Office (in proximity to BPCL state/AMM office)
- D. Any parts & components changed during Warranty Support period will carry an additional warranty (for those particular parts/component) for another three months from date of replacement or residual warranty period of the CCTV System whichever is later.

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Signature and Stamp

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Date:



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- E. The Service Provider will carry out breakdown maintenance as and when required/ informed by the Company/ Dealer representative/concerned Territory Office through BROMA and arrange for spare parts required, if any, immediately.
- F. Service Requests will be done anytime during the day by BROMA only.
- G. Vendor is expected to carry out preventive maintenance of CCTV system at any RO quarterly (once in three months)

LIQUIDATION DAMAGES FOR RO DOWNTIME

- A. VENDOR to ensure that the uptime for the RO CCTV system is at least 99%. . Rs.250 per day per Retail Outlet beyond 1% permitted downtime beyond 24 hrs (complaint resolution time) for failures including partial failures calculated over 6 months (180 days). The same will be calculated as recorded in BPCL's own system of maintenance of each Retail outlet i.e. through BPCL online system BROMA.

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

A. Period of calculation: Half Yearly (180 Days)

B. Unit of measurement : Each RO

C. RO's downtime: CCTV System at RO, partially or fully has remained nonfunctional for number of days beyond resolution time in six months.

D. Permissible downtime in RO days for each RO = 1% of a half year ,i.e. 0.01*180days

E. Penalty calculation for a Half year (180 Days)= (C-D)* Rs. 250/- in case (C) > (D)

- B. The Service Provider shall procure and maintain sufficient spare inventory on their own and stock the same at their service offices. This will prevent any unnecessary delay in responding to the calls logged.
- C. 'Breakdown Rectification Report' shall be sent to the respective BPCL Territory Engineer on the Maintenance work carried out. The report shall include the following details:
 1. Details of repair work carried out
 2. Reasons for the failure/ fault and methods suggested for preventing the same.
 3. Details of parts replaced if any
 4. Date and Time of call logging/Service Request.
 5. Date and Time of response by the Service Provider
 6. Date and Time when rectification was completed by the Service Provider

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7. Signature of the personnel attending the call
8. Counter signature of the Dealer/ BPCL representative

D. A copy of the same shall also be kept at the RO for records

DURATION OF THE AGREEMENT:

The Warranty & AMC Support Period for the complete CCTV System supplied by M/s _____ shall be FIVE YEARS from the date mutually decided by Reggions/Territory for that PO/Call Off.

GENERAL TERMS AND CONDITIONS

3.1 Electricity, water and compressed air if required for carrying out maintenance at the R.O. will be provided by Bharat Petroleum Corporation, free of cost.

3.2 M/s. _____ will ensure that their service representatives while working at BPCL outlets will observe all safety rules and regulations and statutory acts of Central/State Governments/Municipal Corporations or any other Government bodies. M/s _____ shall furnish all labour, material, equipment, tools and tackles required for the rectification / maintenance job.

RESPONSIBILITY:

The vendor shall be solely responsible for any omission/ delay on the part of his Service Provider during the Warranty Support period and will be liable to pay Compensation charges as stipulated earlier.

Vendor's Name:

Signature and Stamp

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Date:



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ANNEXURE-6 *To be Submitted along with Technical BID*

FORMAT FOR TIME SCHEDULE

To,

Sub: BPCL Tender Enquiry No-CRFQ NO **1000147068 DT. 23.08.2011** for CCTV Systems at BPCL ROs

We, _____ (name of the organization) hereby agree to follow the time schedule as mentioned below. The time schedule shall not exceed 1 month for the completion of work. We also agree that in case there is delay in completion of work, then the Compensation for delay in Completion of work clause shall be applicable.

Sr. No	Work	Time to complete the work	Remarks
1	Site- audit/visit to access the requirements of equipments in terms of cameras,communication cables,power requirements, positioning of equipments,etc		
2	Solution Acceptance test at requisite Ros.		
3	Supply of equipments and testing with final solution.		
4	Completion of CCTV installations at all the Ros		
5	Commissioning of all the sites in Head Office console		
6	Training for operators and site hand over.		

Details of authorizing person:

Signature _____
 Name _____
 Bidding Organization _____
 Address _____

Seal of the organization _____
 Date _____

Vendor's Name:

Signature and Stamp

Confidential

Date: