

1. NOTICE INVITING TENDER

BPCL is inviting bids to install Vehicle Tracking System in LPG Bulk Lorry fleet of Transporters. The award of contract is for Vehicle Tracking system with end to end solution provided by the vendor such as provisioning of equipments, VTS software licences, operating and maintenance of VTS service for vehicle Management system.

The entire scope of the job shall consist of the following end to end arrangement:

- a. Installation /Commission of Vehicle Tracking Unit along with de installation of existing device (approx.300 units.)
- b. Web Hosting at Vendor premises. Vendor to provide all Hardware / Software & will be responsible for maintaining the system.
- c. Arrangement with the Network Service Provider .
- d. Procurement and management of SIMs .
- e. Integration of Geo Fenced routes which will be provided by BPCL, in the system.
Creation of geo fenced routes / addition of waypoints in the system if required.
- f. Deployment of qualified technicians to carry out maintenance of the system at the locations whenever required.
- g. Liaising with the location in-charges for management of data and exception reports.
- h. Auto generation of monthly uptime SLA for payment.

The product loading centers / controlling offices spread all over India should be able to access the system so as to monitor the movement of the fleet of trucks from a particular loading point to the outlet / customer and back on real time basis.

The detailed specifications are mentioned in subsequent pages.

Tender documents:

Downloading Of Documents:

Tender documents can be downloaded from BPCL web Site <http://www.bharatpetroleum.in> at the following link Energising Business → Tenders → Search Tenders by categories → LPG Logistics by the interested parties. Details of the tender can also be viewed at <http://bpcl.eproc.in> and <http://eprocure.gov.in> Corrigendum, if any, shall be given at above mentioned websites.

Pre bid meeting: 08/10/2014 AT 11.00 HRS at BPCL, Ballard Estate Office. One representative (authorized) having sound knowledge of the system / bid, carrying authority letter on letter head duly signed by the authorized signatory is allowed to participate in the per-bid meeting.

Submission:

Vendors are required to submit bid only online mode on or before the due date of closing of the tender. No manual bids/offers along with electronic bids/offers shall be permitted.

The DDs for EMD, Tender Fee, proof for exemption (if applicable) with covering letter on the original letterhead of the vendor, signed, and stamped by authorized person to be put in a sealed envelope marked "Tender for VTS" and should be dropped only in the Tender BOX available at the following office of BPCL (these documents shall not be accepted by courier / post / or in person.).

BHARAT PETROLEUM CORPORATION LTD,
BHARAT BHAVAN – II,
LPG DEPARTMENT
5TH FLOOR,
BALLARD ESTATE,
MUMBAI - 400 001

For any clarification kindly contact the person mentioned below:
Chief Manager Logistics LPG HQ
BHARAT PETROLEUM CORPORATION LTD,
BHARAT BHAVAN – II,
LPG DEPARTMENT
5TH FLOOR,
BALLARD ESTATE,
MUMBAI - 400 001
022-22714519

2. GENERAL INSTRUCTIONS TO VENDORS FOR E-TENDERING

1. Tender document with detailed terms and conditions is available on our website <https://bpcl.eproc.in>. Interested parties may download the same and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender shall have to be submitted online through the e-procurement system on <https://bpcl.eproc.in>.
2. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**

In case any vendor so desires, he may contact our e-procurement service provider M/s. C1 India Pvt. Ltd., Mumbai (Contact no. +91-22-66865600/03/08/11/32) for obtaining the digital signature certificate.

3. Corrigendum/amendment, if any, shall be notified on the site <https://bpcl.eproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
4. Vendors are required to complete the following process online on or before the due date of closing of the tender:
 - i Tender documents to be down loaded in full and the same has to be uploaded in bid common form while submitting the tender online. (Do not send any hard copy of the tender document)
 - ii Notify the deviations if any, the specifications/purchase conditions in the forms provided for this purpose.
5. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:

- (i) Vendors are advised to log on to the website (<https://bpcl.eproc.in>) and arrange to register themselves at the earliest.
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid. If the vendor intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - (iv) Once the entire process of submission of online bid is complete, the vendors are required to go to option own bid view through dashboard and take the print of the envelope receipt as a proof of submitted bid.
 - (v) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - (vi) No manual bids/offers along with electronic bids/offers shall be permitted.
7. Once the price bids are opened, vendors can see the rates quoted by all the participating bidders by logging on to the portal under their user ID and password and clicking on Other Bids view.
 8. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.

BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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

- For system related issues :
Help Desk of M/s.C1 India at +91-22-66865600/ 65281885/ 65281886 (Help Desk is available between 10.00 to 18.30 Hrs; Monday to Friday) followed with a e-mail to id bpclsupport@c1india.com & nitin.salvi@c1india.com
- For tender related issues :
Chief Manager Logistics LPG HQ of M/s. BPCL at contact no. +91-22-22714519 / 7506100135 (between 10.00 to 17.30 Hrs; Monday to Friday) followed with a e-mail to ID padhis@bharatpetroleum.in With Standard Subject Tag as "Tender for VTS".

2.A. Information / Documents required along with Application :

- 1) Title, Style & Postal address of the firm
- 2) Communication particulars including telephone numbers, fax & e-mail address.
- 3) Following documents to be submitted as proof of meeting pre qualification criteria {Clause no A.(1.0) (Financial)}.
 - a) Notarized copies of audited Annual Reports / Balance sheet & Profit & Loss Account for the last 3 financial years ending with March 2014.
- 4) Following documents are required to be submitted as proof of meeting pre qualification criteria (Clause nos A.(2.0) (Technical)
 - a) Notarized copy of original Purchase / Work Order/Award Letter along with their completion certificate /proof of delivery. The purchase / work order and completion certificate /proof of delivery should mention the details of supplies carried out by the applicant so as to enable us to identify whether the applicant meets the technical criteria stipulated above or not.
 - b) A letter by the owner/client (for whom the job has been executed) specifically stating that the system is working satisfactorily for at least one year.
- 5) Following documents are required to be submitted as proof of meeting pre-qualification criteria (Clause nos A.(3.0) (Others)
 - a) Notarized copy of OSP Licence
 - b) Details of Service Centre
 - c) Notarized copy of Purchase /Work Order/ Award Letter & successful completion certificate of the job.

The applicant shall be in a position to produce the original documents towards copies submitted in respect of Clause nosA(1.0) Financial & Clause nos A(2.0) Technical, as & when required and asked to produce during the process of evaluation.

Pl note that as a part of pre qualification requirement all the documents as mentioned above vide 3(a) , 4(a) , 4 (b) , 5(a) , 5 (b) & 5 (c) needs to be submitted . Tender submitted without any of these documents, will be liable for rejection.

2.B. OTHER INFORMATION / DOCUMENTS REQUIRED ALONG WITH APPLICATION

1. Parties who are affiliates of one another can decide which Affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However upto 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to a consortium shall apply to them. "Affiliate" of a Party shall mean any company or legal entity which:
 - a) controls either directly or indirectly a Party, or
 - b) which is controlled directly or indirectly by a Party; or
 - c) is directly or indirectly controlled by a company, legal entity or
 - d) Partnership which directly or indirectly controls a Party.
- "Control" means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.
2. Bids may be submitted by:
 - a) a single person/ entity (called sole bidder);
 - b) a newly formed incorporated joint venture (JV) which has not completed 3 financial years

- from the date of commencement of business;
- c) an Indian arm of a foreign company.

3. Fulfilment of Eligibility criteria and certain additional conditions in respect of each of the above 3 types of bidders is stated below, respectively:

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

3. PRE QUALIFICATION CRITERIA (POC) FOR SUPPLY AND INSTALLATION OF GPS BASED VEHICLE TRACKING SYSTEM (VTS)

Bidders shall meet all the Criteria given hereunder in Clauses 1.0 , 2.0 &3.0

1.0 Financial :

Average Annual Financial Turnover, as per audited Balance sheet and Profit & Loss accounts, in the last 3 financial years ending March 31st, 2014, should be at least **Rs 5.00 crores**. For the vendors following financial year closing at the end of June or September or December, the last three financial years ending with the respective quarters of 2013 calendar year will be considered. Net worth should be positive as on 31st March 2014 or as on last date of latest audited balance sheet.

2.0 Technical :

Applicants shall have experience of having successfully carried out and completed Supply and operation of GPS/GPRS based Vehicle tracking system for commercial goods transportation in India for minimum period of 2(two) years continuously in the last 5 years ending last day of the month, i.e 31/03/2014, should have all the followings:

- a) Bidder should have experience of having successfully operated similar contracts* for minimum of 2 (two) years continuously in the last 5 (five) years prior to the date of release of this NIT.
- b) Bidder should have at least 1000 units installed successfully in the executed contract from one corporate in India during last 5 yrs ending March 2014.
- c) Bidder should have the web application, database management system and related web services hosted on a reliable Internet Infrastructure in India. Bidder should also provide evidence /Location details, to confirm availability of disaster recovery site of the complete system at another geographical location in India.

*Similar contract- means a contract involving supply, installation, route mapping, integration, testing and commissioning of GPS/GPRS vehicle tracking solution in any Oil and Gas Company or any other sector in India for goods transportation operating and having Pan India presence .

3.0 Other Eligibility Criteria :

- a) Bidders should be registered as "Other Service Provider" with Department of Telecommunications (DoT), Government of India.
- b) Vendor should have at least one Service Centre in India.

4. Features of the Vehicle Tracking System (VTS)

The scope of the job is to provide end to end Vehicle Tracking solution for our LPG Bulk trucks carrying LPG from various source locations to Bottling Plants.

Job includes the supply / installation / maintenance of VTS devices, integration of Google maps with VTS application, procurement & management of SIMs, arrangement with cellular network service provider to display the position of the truck, management of exception reports, liaisoning with the location incharges, web hosting, supply / maintenance of required software, etc. VTS vendor will have to provide Google maps as part of the solution. BPCL will only provide addresses of Supply location, destination locations .BPCL will ensure all approved routes to destination locations are kept up to date in its application including route changes due to changes to road network,

Vendor to provide undertaking that "the vendor has all necessary permission in the map licence to use it for BPCL as per subject Tender document & BPCL shall not be held responsible for any legal disputes in future for use of the map.

4.A. The Vehicle Tracking System (VTS) should meet the following requirements :

1. The system comprising of Vehicle Mounted Unit (VMU) which includes GPS Antenna, GSM Modem, Microprocessor, Back up internal battery.
2. On-board Voice announcement in minimum 2 languages (English and Hindi) for the following safety alerts:
 - a) Entering pre-defined accident prone zones
 - b) Over Speeding (> 50 kms.)
 - c) Sudden & Harsh Acceleration
 - d) Harsh Braking
 - e) Harsh maneuvering
 - f) Continuous driving (without break of 40 mts.after 4 hours of continuous driving)
 - g) Night Driving (Black out period : 11 PM to 5 AM)
3. Supply and maintenance of licenced software (provided by the Vendor) and Web hosting at Vendor premises for supporting VTS application for approx. 3000 trucks. Minimum 90 days data log on the server to be maintained for query & reporting.
4. Tracking and tracing of a vehicle (truck) on Real Time basis.
5. The location information of the vehicle to be obtained using Global Positioning System (GPS) with high accuracy.
6. The system should be able to work on a GPRS network, with option to fall back upon SMS messages wherever GPRS is not available. Configurable option for selecting SMS or GPRS should be available on the VMU or software.
7. Location of a vehicle to be displayed on a Digitized GIS Map of Google's licenses for 3000 vehicles of BPCL.
8. Animated icons in different colours to represent vehicles. Loaded vehicles in motion to be shown in „Green“ and all the others in „Red“.
9. Display vehicle registration no. and other details like consignee, invoice no.,date, qty, speed etc on click of mouse over the vehicle icon.
10. The system should facilitate sending and receiving messages to the Vehicle Mounted Unit for Health check of the devices.
11. SIMs procured for the above VTS Project by the vendor should be capable of performing in typical operating conditions including temperature variations and should be voice barred.
12. Vendor has the option to select Pan India service provider for GPS/GSM network region/city wise.
13. Adequate security measures should be built into the database / application to prevent unauthorized access and data tampering.
14. User should have the facility to retrieve vehicle location data by sending query on GPRS/SMS and receiving the location information in response within 60 sec (max) at peak load of 3000 Trucks and 300 users logged into the system i.e. Query based location information. Mobile application to query with appropriate security should be provided as part of the solution. Vendor to bear cost for SMS sent from device in case of no GPRS connectivity.
15. The GIS layer of the application shall have Digitized Road maps covering the entire delivery area pertaining to each Plant of BPCL and other prominent landmarks plotted. Google maps shall be provided by Vendor. Plotting of landmarks / modifications if required, to be carried out by the vendor.
16. The application should have provision to generate exception reports / alert in the following logical events
 - Truck deviation beyond 50 meters from the geo fenced route
 - Stoppage beyond a stipulated time period
 - In the event of simultaneous occurrence of both (a) and (b) above
 - Trip time exceeding standard Trip Time which will be given by BPCL
 - Over speeding
17. Application should geo-fence dispatch and receiving locations and should log events of truck entry and exit to these locations.
18. Geo fencing of Plants to be done within a radius of 50 metres. For supply locations the same will be advised by the location incharges.
19. Geo fencing of the routes to be done with a radius of 50 metres from the centre of the road on either side.
20. BPCL will provide address of Origin and destination points. Vendor to plot shortest feasible routes in Google map and get it certified by respective Regional Managers during device installation phase. Post installation of GPS devices (within 3 months from start of installation) vendor shall present their

findings on actual routes taken by majority of Bulk Lorries against the route plotted in Google and respective Regional Manager will give final approved route for monitoring route deviation and other RTKM related reports for the rest period of contract.

21. Vendor shall provide available vehicle report screen (Bulk Lorries available for loading within 5 KM of loading location) based on current GPS location of all vehicles excluding lorries already allotted with trips. This report should be downloadable in excel / pdf by respective loading location users.
22. The Geo fenced route is to be shown in „Green“ trace. The movement of the vehicle from supply locations to Plants is to be shown in „Red“ trace while the movement of the vehicle returning empty from Plants back to the supply locations is to be shown in „Blue“ trace.
23. The Vehicle Tracking system should be capable of interfacing to BPCL’s ERP and any other application in future for the following data.
 - a) Transfer of vehicle master data and license data both on creation and on change from BPCL .
The data exchanged include:
Vehicle details: Veh no./ Engine ID/ chassis ID/Base Plant/Vendor code/Veh status/ vehicle capacity
License Details: Veh no./ License Type/ License no./ Valid from / Valid to
Vendor Details : Vendor code/vendor Name
 - b) Transfer of invoice details on creation of invoice (Veh no./ Inv. No./ Plant/ Ship to party/Material/Quantity)

In both the above cases the transfer is done through Web Service in XML files to be provided by the vendor.

24. The system shall be able to provide web access to the owners / authorized representatives of transporter / Distributors trucks to monitor the relevant truck and trip data and generate reports.
25. The system shall provide log of administrative actions (user creation / modification / deletion) and log of user logins / duration etc.
26. The software / database design shall be scalable and will support existing and newly added vehicles as and when required.
27. User (administrator) interface to add, modify, delete vehicles and locations and their details in the database. Application should be able to provide role based menu for different users.
28. System generated Exception Reports for deviation in Route & any other events as mentioned in point no 16) to be sent to the Regional in-charges on a daily basis thru“ e-mail. System should be able to provide MIS on trip times to each destination like minimum, maximum and average trip times.
29. System to generate a report of lorries with activated VMU at the loading location to cross check with the list before planning of loads for the particular day by the respective location in charge.
30. Vendor should have disaster recovery site of the complete system at another geographical location.
31. The bidders should have ARAI (Automobile Research Association of India) certification / any other Govt Lab for the hardware for Electro Magnetic Interference (EMI) / Electro Magnetic Compliance (EMC) .Proof to be submitted.
32. The Bidders should have approval/no objection from PESO for the hardware that it is to be installed on the Trucks plying in the hazardous areas. Copy to be attached.
33. System should auto generate monthly uptime percentage of devices as per our requirement(as per SLA for uptime given in the annexure). It should be inter active to facilitate necessary comments by the Location incharge / Officer on daily basis. The same needs to be integrated with the our ERP system for auto generation of monthly deductions from the transporter bills by providing vehicle wise monthly payment data as per the uptime percentage in the required format.
34. The Vehicle Tracking System shall provide the following :
 - a. Alarm / Alert on based on pre-defined conditions
 - b. Health check functions of the VMU
 - c. Velocity and direction monitoring
 - d. Graphically display the vehicle position on a digitized map with different levels of zoom.
 - e. Fleet Management Master Database shall contain the following fields :
 - Vehicle Reg.No.
 - Engine ID
 - chassis ID
 - Vendor code
 - Capacity (MT)
 - Base Plant
 - Vehicle Status

Note : Final list of fields to be maintained in database will be finalized with the successful vendor

- f. Performance Monitoring Reports of trucks on the following parameters(available for past three months)
 - 1 No. of Trips
 - Distance Covered (KM)
 - No. of Work days etc.
 - Average distance (KM) per trip
 - Average Trip Time
 - Total Distance Travelled
 - Total No. of Trips
 - Route Report
 - Speed Violation
 - Route Violation
 - Provision for Selection of truck without going thru lot.
 - Uptime of the devices – daywise/monthwise/locationwise
- f. SMS Alerts for Route Deviation / Unauthorized stoppage/night driving during black out period/tampering of machine/wire cut for Voice box/Disabling of Voice Box.
- g. Auto generated letters for exception alerts
- h. Following data will be picked up from BPCL ERP system & incorporated in the VTS application
 - Destination
 - Quantity
 - Date
 - Time
 - Invoice No

4.B. Vehicle Mounted Unit (VMU):

1. Suitable to be fitted into the driver's cabin particularly dashboard of the vehicle.
 - a. Must be a rugged enclosure suitable to Indian conditions. The VMU box shall be enclosed in a tamper proof like cover, water and dust resistant, conforming to IP67 or better. Tamper proof uncommon screws to be provided on the outer casing of the devices..
2. Should operate from the 12V / 24V battery of the Vehicle. Additional internal battery back -up is required using rechargeable batteries and capable of providing back up of minimum 24 hrs. Change over from vehicle battery to internal battery in case of disconnection from main battery and vice versa should be smooth without re-booting of VMU.
3. Should facilitate GPRS data communication (e.g. every 3 minutes configurable) between VMU and web server. In case of non availability of GPRS connectivity, data transfer will be through SMS every 10 minutes (configurable).
4. The GPS and GSM / GPRS antenna modules should be inbuilt, tamper proof & protected in weather proof enclosures.
5. Over the Air Programmable Positional Data Acquisition and transfer rates shall be possible. Firmware upgrade will be done over Air.
6. Should be connected & integrated with On-board Voice Announcement Box for safety alert messages announcements.
7. Periodic health packets transmission from the devices.
8. Configurable Vehicle ID.
9. Automotive grade device installation for electrical wiring (fuses, right method of wire connections, gluing joint installations, etc)
10. Provision to store positional data in GSM Dark zones for future transmission once the vehicle enters a GSM coverage Area. (Min. storage for 3 days).
11. On the VMU, one switch shall be provided for sending a predefined SMS to predefined numbers for parameters or events on the Vehicle.
12. Message on Halt for Configurable Halt duration.
13. Start message on start of the vehicle.
14. Controller to be in power saving mode in Vehicle idling position(configurable time).
15. Alert to be given if the device is moved from its installed position in the Truck. Vendor may use any appropriate technology for the same.
16. On-board Voice announcements in the drive cabin, of pre-defined safety and other messages related to real time driving behavior, geo-fenced areas, etc.

4..C. Software Functional Requirement

1. Setting up the system

The following masters would be created

The following masters are defined in the system before using it:

- a) Master Details (HQ/Region/Supply locations/Plants/Transporters)
- b) Vehicle Details along with Insurance/Explosive licence details
- c) Device assignment to the vehicle
- d) Device configuration (IP/Port/Data Upload Time)
- e) List of Users
- f) List of Roles
- g) Rights for the Roles
- h) Users assigned to the Roles
- i) SMS Configuration
- j) Products details

2. Validating & Maintaining a Route

The system should be interfaced with our application for integrating the geo fenced routes. The system would have a report in which the user can view each of the routes created and stored in the system. This would be shown on the corresponding map. Waypoints can be added/deleted only by the authorized user. System should have provisions for adding / deletion of way points. The actual route taken by the TT would be stored in the application which can be used for determining the geo fenced route in case if the same is already not available.

3. Start of a trip

The Start of the Trip is considered when the vehicle leaves the Supply Location after trip is defined. The Trip start shall be considered as the Time when the Vehicle leaves the location Geo Code with product loaded. There will be two geo codes of the location. One with 50 mtr radius of entry/exit gate, other covering the parking lot.

4. End of a trip

The Trip is considered to end when the vehicle enters the Destination Plant Geo code .

5. Geo fencing

If the vehicle on a predefined trip along a route as defined above violates the route at any point by more than 50 meters, an SMS alert would be sent by the system. When the vehicle returns back to the authorized route, the system would again send an SMS that it is back on the route.

6. Monitoring a Trip

During monitoring a trip, following would be available

- Live Tracking on a map
- List of instant SMS given below
- List of alerts generated and available as a report

List of indicative Alert

Event	Recipients Type	Maximum no of recipient
Route deviation and Return to route	1) Transporter/ Manager	3 Per event
	2) BPCL official	
Unauthorised Stoppage	1) Transporter/ Manager	3 Per event
	2) BPCL official	
Night Driving	1) Transporter/Manager	2 Per event
SOS (Predefined message) alert from VMU	1) Transporter/Manager	3 Per event
	2) BPCL official	
Trip Start & End	1) Transporter/Manager	4 per event
	2) BPCL official at loading	

location and Bottling plant

Application should be capable of giving instant SMS upon following events.

- SMS is received when vehicle deviates from its predefined route.
- SMS is received when the driver presses the panic button
- Software should be capable of specifying a different set of mobile numbers for each type of alerts & sending alert to different mobile numbers based on type of alerts.

The above alerts can also be viewed in reports

List of alerts generated and saved as a report

- Alert when Main supply is disconnect
- Alert when Driver presses panic button
- Vehicle Over speeding

7. Reports

Reports are of two types:

- a) General (Listings/Print-Outs of the Masters in the system)
- b) Advanced

These reports are used in the VMS system for tracking. They are as follows:

Vehicle Tracking

- Live Tracking on map
- This report should display all the vehicles with their current movement status. The vehicle i.e. currently in transit can be tracked on the map..
- The zoom feature should be available up to 10 levels. The original path along with its geo-fence and actual path to be displayed.

Replay Tracking

- Any old trip upto a maxm of 30 days ,to be replayed in this report. Options to be available like Full Trace, fast, medium, slow, very slow etc. The original path along with its geo-fence and actual path taken by the vehicle will be displayed. Replay tracking window to also display Start time, End time, Max. Speed, Avg.Speed, Distance travelled, Total time.

Vehicle Movement

- Vehicle Current performance
- This report to display average speed, maximum speed, distance covered by the vehicle for a date range.
- Transit and Stop report
- This report to display the start time, stop time, status e.g. stopped or moving and location for the journey.
- Trip Summary
- This report gives the summary of the trips made by the vehicle in a date range displaying the start and end time, distance and the total time of the trip.
- Vehicle Trip Report
- This report gives the location of the vehicle on the map at the specified time given by the user. Can be used to locate the vehicle during any particular date/time
- No.of Trips
- This gives the total number of trips taken by the vehicle in the specified time
- Date wise vehicle Deviation reports
- Vehicle wise Deviation reports
- Event wise vehicle Deviation report

Vehicle

- Vehicle Details
- This is a listing of all the details entered in Vehicle Master in the system.
- Registration Details
- This is a listing of the Registration/Explosion clearance/Calibration details of the vehicle in the system.

Upon implementation BPCL may ask for additional reports over & above available in the software & listed here as part of requirements , if required vendor to develop additional reports to the satisfaction of BPCL without any extra costs. Number of additional

reports to be developed will be limited to maximum 10 reports.

8. System Interfaces

8.1 Device Interface

The system interacts with the GPS device installed in the vehicle that sends the location details in the form as latitude/longitude data, while the vehicle is moving via the GPRS or GSM network. This information is received and stored in the central server within the organization.

9. User Interfaces

9.1 Login

The software gives a GUI (Graphical User Interface) to ease the complexity of the software and thus allow easy understandable access to the user. This allows the user to enter the VMS website and get access to all the resources provided by the software. Here the BPCL authorised user enters the user name and password and on authentication based on his Login Type, the system allows the user to enter the software system.

9.2 Hierarchy of the System

- Administrator of Reg.Office can create logins for Supply location/Plant.
- Will be responsible for adding/updating/deleting master data related to Supply location/Plant
- Region administrator can also play role of administrator for above mentioned logins.

Supply Location/Plant

- User created by Region Admin will be administrator for Supply location/Plant logins for particular depot/terminals
- Can create/modify Users for the Supply location/Plant
- Can decide roles to the user created by him
- Can create logins for Customers/Transporter
- Will add vehicle data
- Will monitor trip under his roles

Transporter

- Will able to view Vehicle details registered under his name
- Can create/modify Users for the Transporter
- Can decide roles to the user created by him
- Will be able to track vehicle during journey
- Will be able to view reports
- Will be able to respond for queries regarding the position of Trucks on live basis over a mobile application

9.3 Rights Module

Rights

- All forms will be having different rights defined to them for Add/Update/Delete/View

Roles

- The administrator will define roles
- Roles will defined based on the rights
- Eg. Role1 will be having Add/Update rights and Role2 will be having Add/Delete rights
- One right can be defined in two different roles
- Eg. Role1 –Vehicle Add/update And Role2 –Vehicle Add/Delete.Add is in both roles

User

- The administrator of Region will create users for Supply location/Plant, who in turn will act as admin for Supply location/Plant and also for the same Region.
-
- The administrator of Supply location/Plant will create users for Transporter and also for that particular Supply location/Plant

User Roles

- Once the roles are defined and users are created, the users will be assigned the roles
- Whenever user logs in he will able to perform as per his roles definition

10. Menu

The user gets access to a simple menu, which gives him/her, an access to various modules and programs, provided by the software.

11. Report layouts

The user can generate reports various reports as well export them in Excel, Word or HTML format. These reports are parameterized.

12. Tracking

This gives the user the live movement of the vehicle on maps. These maps show the exact location of the vehicle during its journey thus showing the route of the vehicle on the map.

13. SMS Alerts

These alerts are generated during the live vehicle movement. These alerts give the information about the vehicle movement and the change in state of the vehicle thus keeping the user updated.

14. Operations

The software provides a facility for the user login and the access permission so that the user can be restricted to the limited resources or the master entry. The user can access only those details, which have been permitted by the administrator. He can Add, Update, Delete records from the table accordingly and can also view the vehicle movements through the system and get the current position of the vehicle or the status details etc

Live tracking of the movement of the vehicle would be displayed on a map along with a pre-defined route and Geo-fence around it. This works on the basis of GPS data being transmitted to the main server every 3 minutes Via GPRS. If both GPRS and GSM are not available then the GPS data is stored within the device and then transmitted when GPRS connection becomes available.

The user can set the uploading frequency via GSM in the range of 3 mins to 1 hour ie data would be sent at this frequency via SMS The sampling frequency will be 1/3 of uploading frequency.

15. Specific Requirements

15.1 Security :

Password-protected access roles such as database administrator, operator, engineer, manager etc would be provided. Each user role will have a different level of accessibility to the forms/reports of the software.

15.2 Reliability, Availability, maintainability:

The system should work 24 X 7 without any malfunctioning with 99.5% uptime.

16.3 Other Requirements:

Administration:

Privileges and access rights to other user is provided by the administrator. Role based menu to be provided for different users.

Required reports needs to be generated by Transporters & dealers also.

User Documentation:

The online user help file will be provided to the user. This help file will provide details about how to use the system, including the registration details.

17. Default Page :

The following information should be available on the default page

- Total no of Trucks fitted with VTS
- Total no of Trucks visible on a project level / Regional level on any given day
- Total no of Trucks available during past 1-10 minutes (configurable)
- Total no of Trucks loaded on any given day

17. Calculation of SLA :

- The uptime based calculation as mentioned in the tender should be auto generated by the system
- The application should have interactive mode for enabling the locations to select the reasons for non visibility of Trucks on any given day.
- The system should provide the inputs to ERP for monthly deduction based on the uptime and accordingly generate the monthly payments voucher to the vendor. The reports will be certified by BPCL's Regional Logistics Manager before input is processed by ERP

5. GENERAL TERMS AND CONDITIONS :

- I. Notwithstanding the sub divisions of the tender document into several sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- II. Payment to the contractor through Electronic Clearing System (ECS) can be made, subject to agreement by representative banks of BPCL and Contractor as per the existing system.
- III. Tender documents are not transferable.
- IV. It is mandatory for every Vendor to fill all the documents as set out in the tender document irrespective of their earlier association with BPCL.
- V. The Vendor should quote his rates only in the prescribed form supplied by the Corporation.
Rate given in the tender schedule should be expressed both in figures and words, and where there is difference between the two, the rate given in words will be taken as authentic. Should there be any discrepancy between unit rate and amount the unit rates will be considered as the correct ones.
- VI. The Vendors / Firms having common Director / Partners can be considered but vendors have to submit their quotation from any one of the Firm. The quotation of other firm, if submitted will be rejected.
- VII. When person signing the Tender/Agreement is not the sole proprietor or authorized representative of the Company the original Power of Attorney or a notary certified copy thereof authorizing such person to act and sign on behalf of the Company must be produced before signing the documents.
- VIII. It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of Tender and the successful Vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. No advantage is to be taken either by the Corporation or the Vendor of any clerical error or mistake may occur in the general specification, schedules, and plans.
- IX. Any terms and conditions attached printed / enclosed along with vendors offer will not be binding on BPC.
- X. BPCL reserve the rights to negotiate with the Vendor. The Vendor shall confirm the negotiations within stipulated time. If the Vendor fails to comply, BPCL reserve the right to reject the tender at their discretion.
- XI. Vendor is advised not to enclose unwanted and unasked documents with the tender. Any such documents if received shall not be considered.
- XII. Your tender may not be considered, if we are unable to evaluate your offer for want of any information.
- XIII. Your quotation should be for contract services strictly in accordance with specifications mentioned in the tender.
- XIV. In case of unscheduled holiday on opening day of tender, the next working day will be treated as scheduled prescribed day of opening of tender. Time and venue will remain same.

Earnest money deposit (EMD) & Tender Fee

- The Tenderer's are required to submit along with his quotation a Bank Draft in favour of "Bharat Petroleum Corporation Ltd." for a sum of Rs. 5000. as Tender fee.
- The Tenderer's are required to submit along with his quotation a Bank Draft in favour of Bharat Petroleum Corporation Ltd. for a sum of Rs. 5 L.ac. 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 opt to adjust the EMD against the security deposit or request return of the EMD. No interest will be payable on the EMD.
- Cheques or Call Deposits shall not be accepted towards payment of EMD & Tender Fee.
- SSI Units registered with NSIC are exempted from making EMD & Tender fee payment.

Security Deposit

- The successful tenderer, within 15 days from the issue of LOI, shall have to provide to the company by way of security, Bank Guarantee in the standard format provided by the company, for an amount equivalent to 5% of the total tendered value of the work. The successful tenderer shall have the option to adjust the EMD towards security deposit if he so desires. The validity of the bank guarantee must be for a period of 36 months from the date of LOI.
- The SD will be retained till the successful completion of the work. In the case of SD in the form of Bank Guarantee, the same shall be kept valid by the tenderer at his cost till the completion of the work under contract and shall be extended from time to time. No interest will be payable on SD.
- In case of any loss or damage, costs, charges and expenses suffered by BPCL, by reason such as non performance of the vendor or any breach of any terms and conditions of the contract by the vendor, BPCL will have right to invoke the said bank guarantee. The 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 the vendor. This decision is not liable to be questioned. It intentionally includes:
 - Defect liability that may arise during the defect liability period / warranty as mentioned in the contract.
 - Vendor's performance on the contract.
- If the time period for the completion of work is extended, the bank guarantee must be extended by the same period before the expiry of the original date.
- The vendor must rectify / replace any defect in services / materials, which may arise or lie undiscovered, at his own expense. If the vendor fails to do so, BPCL has the right to rectify the said defects by invoking the bank guarantee. The 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 the vendor. This decision is not liable to be questioned.
- All bank guarantees should be unconditional, without demur and can be invoked on presenting to the issuing bank.
- 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.

Completion Time and effective date of start of contract for payment

Entire work should be completed within a period of 12 weeks from start date. Start date will be reckoned from the date of Letter of Intent (LOI). Entire VMS system should be stabilized within this 12 weeks time period. The contract period for the payment purpose would commence after satisfactory stabilization of the VMS system for a particular lorry and thereafter monthly payments due to the contractor will commence for a period of 3 years as per uptime percentage mentioned in Annexure 1.

Price Bid:

The bid shall be submitted in Indian Rupees (INR) as per the format given in Annexure VIII. Bids submitted in any other currency shall be summarily rejected.

Vendor should quote basic rate plus applicable Tax (if any). The details of taxes should be shown separately in the quote and the invoice will be raised providing details of taxes (If any) separately.

Mobilization advance:

No Mobilisation advance will be given for the tendered work.

Penalty Clause

Compensation for delay in installation of VMUs or failure of the Unit to work satisfactorily (90 % of the total lorries in both the cases) within 16 weeks from the date of LOI due to any issues other than non placement of lorries at the supply locations : 0.5 % (half percent) per week up to maximum of 5 % of the total order value. BPCL reserves the right to cancel the LOI in case of delay in that case the Bank guarantee shall be revoked by BPCL towards liquidated damages .

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, specification, prototype etc, to any person who is not involved in the performance of the contract.

Termination

Upon the occurrence of any of the following events ("Event of Default"), both the Parties shall have the rights as set forth in this Article:

- a. The occurrence of any of the following events : (A) the passing of a resolution by the shareholders of a Party for the winding up of Party; (B) the voluntary filing by any Party of a petition of bankruptcy, moratorium, or other similar relief; (C) the appointment of a provisional liquidator or administrator in a proceeding for the winding up of any Party after notice to Party and due hearing, which appointment has not been set aside or stayed within 90 days of such appointment; or (D) the making by a court with jurisdiction over any Party of an order winding up any Party that is not stayed or reversed by a court of competent authority within 60 days;
 - b. Any material statement, representation, or warranty by any Party in this Agreement proving to have been incorrect, when made and such incorrect statement, representation, or warranty having a material adverse effect on Party's ability to perform its obligations under this Agreement;
 - c. The dissolution or liquidation of a Party except for the purpose of a merger, consolidation or other solvent restructuring that does not affect the ability of the resulting entity to perform its obligations under this Agreement and such resulting entity expressly and effectively assumes the obligations of the Party under this Agreement to the reasonable satisfaction of the other Party.
 - d. Repudiation of this Agreement by a Party;
 - e. Failure to make any payment or payments required to be made to the other Party under this Agreement within fifteen days after the due date for such payment, which shall constitute a material breach;
 - f. Any material breach by a Party which is not remedied within 15 days of receiving written notice from other Party specifying the breach.
- Upon the occurrence of the events described above, unless such Event of Default has been remedied, either Party shall be entitled to terminate this Agreement by giving a notice of 30 days.
 - Substituted Performance. In the event that BPC issues a notice of termination based upon a default in performance or payment by Vendor, BPC shall have no objection to any Financing Party stepping in and discharging Vendor's outstanding obligations by payment or performance to cure such default.
 - Either Party may terminate this agreement by giving at least three months written

- notice to that effect without any reason.
- Effect of Termination. Any termination of this Agreement under this Article shall be without prejudice to any rights and remedies of the non-defaulting Party arising hereunder with respect to a breach of this Agreement, including the right of the non-defaulting Party to be put in as good a position as it would have been had the Agreement not been breached and terminated.

Force Majeure

In the event of either Party being rendered unable, wholly or in part, by Force Majeure, to carry out its obligations under this Agreement, other than buying Party's obligations to make any payment coming due hereunder, it is agreed that upon such Party giving notice and full particulars of such Force Majeure, in writing, to the other Party as soon as reasonably possible after the occurrence of the cause relied on and in any event within forty eight hours therefrom, the obligations of such Party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall, as far as reasonably practicable, be remedied with all reasonable dispatch.

As used herein, the term "Force Majeure" means any event or circumstance or combination of events and circumstances that materially and adversely affect the performance of either Party of its obligations pursuant to the terms of this Agreement (including by preventing, hindering, or delaying such performance), but only if and to the extent that such events and circumstances are beyond the Affected Party's control and were not foreseeable. The term "Force Majeure" may include, among others, the following events and circumstances to the extent they satisfy the foregoing definition: acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government or people, explosions, breakdown of or accident to machinery, equipment or process units, and valid rules, regulations and orders of governments or governmental agencies.

It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing Party when such course is inadvisable in the discretion of the Party having the difficulty.

The Party giving notice of Force Majeure shall promptly give notice in the same manner as set forth above upon termination of such Force Majeure event.

Representations & Warranties

Existence and Authority. Each Party represents and warrants to the other that the execution, delivery, and performance by it of this Agreement are within its powers, have been duly authorized by all necessary action, and do not contravene its certificate or articles of incorporation or by-laws or any law or applicable requirement of any Government Agency.

Approvals: Each Party represents and warrants to the other that no authorization or approval or other action by, and no notice to or filing with, any Government Agency is required for the due execution, delivery, and performance of this Agreement or for the validity or enforceability thereof, except for those approvals and authorizations that have been obtained or that are required from time to time after the Effective Date and are customarily received in the ordinary course of business. Each Party further represents and warrants that it has no reason to believe that such authorizations or approvals will not be granted in the usual course prior to the date required by Applicable Law.

Binding Effect: Each Party represents and warrants to the other that it has full power and authority to execute, deliver, and perform its obligations under this Agreement and this Agreement constitutes the legal, valid, and binding obligation of that Party enforceable against it in accordance with its terms.

Indemnification

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

- loss or damage); or
 - any death or injury of any third Party or damage to the property of any third Party occurring on or as a result of an accident and CONTRACTOR shall hold harmless and indemnify BPC from and against any and all costs, damages or expenses whatsoever incurred by CONTRACTOR in respect of any claims, demands, proceedings or causes of action arising from such death, injury, loss or damage.
- (b) BPC. Except as expressly provided in this Agreement BPC shall forgo all claims against CONTRACTOR for and shall hold harmless and indemnify CONTRACTOR against any and all liability in respect of any of the following insofar as caused by or arising in the course of performance or purported performance of this Agreement (whether or not involving the negligent act or omission of CONTRACTOR, its directors or other officers, employees, agents, contractors or sub-contractors) namely:
- any death or injury of any officer, employee, agent, contractor or sub-contractor of BPC;
 - any death or injury of any third Party or damage to the property of any third Party occurring on or as a result of an accident involving any of BPC's facilities or any facilities of BPC's customers or facilities involved in the receipt, handling, transportation, or storage of the Products, and BPC shall hold harmless and indemnify CONTRACTOR from and against any and all costs, damages, or expenses whatsoever incurred by CONTRACTOR in respect of any claims, demands, proceedings or causes of action arising from such death, injury, loss or damage.

Assignment

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

Confidentiality:

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

Severability:

The invalidity, illegality or unenforceability of any of the terms of this Agreement in any respect shall not affect or impair the validity, legality or enforceability of any other provision of this Agreement. The Parties shall make all reasonable endeavors to agree as far as possible that invalid terms shall be amended or replaced by valid terms with a similar effect in order to maintain the purpose and continuity of this Agreement and till the amendments are carried out, such invalid terms will be inoperative in relation to the rights and obligations of the Parties under this Agreement.

Change in Law:

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

No Waiver:

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

Cumulative Rights:

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

Entire Agreement:

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

Amendment; Waiver:

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

Relationship:

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

Counterparts:

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

Interpretation:

Unless the context requires otherwise, in this Agreement:

- (a) the headings are for convenience only and shall be ignored in construing this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) references to Articles, and Annexures are, unless the context otherwise requires, references to Articles, and Annexures to, this Agreement;

- (d) in carrying out its obligations and duties and exercising its rights under this Agreement, each Party shall have an implied obligation to act in good faith;
- (e) the word "including" means "including without limitation"; and
- (f) a day shall be a period of 24 hours commencing at 0400 hrs.; a week shall commence on each Sunday, a month shall be a calendar month; a quarter shall be a calendar quarter; and a year shall be a calendar year.

Arbitration Clause

All questions, disputes and differences arising under or in relation to this Agreement shall be referred to the sole arbitration of the Director (Marketing) of the Corporation. If such Director (Marketing) is unable or unwilling to act as the sole arbitrator, the matter shall be referred to the sole arbitration of some other officer of the Corporation by such Director (Marketing) in his place, who is willing to act as such sole arbitrator. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share Holder of the Corporation. The arbitrator to whom the matter is originally referred, whether the Director (Marketing) or officer, as the case may be, on his being transferred or vacating his office or being unable to act, for any reason, the Director (Marketing) shall designate any other person to act as arbitrator in accordance with the terms of the Agreement and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also the term of this Agreement that no person other than the Director (Marketing) or the person designated by the Director (Marketing) as aforesaid shall act as arbitrator. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the Agreement and provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

The parties hereby agree that the court in city of Mumbai alone shall have jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of any thing arising under this Agreement.

6. SPECIAL TERMS AND CONDITIONS:

Vendor to note that clauses mentioned in this Section shall prevail over similar clauses if any mentioned elsewhere in the tender documents.

1. Vendor has to provide end to end solution for our VTS application where Vendor will be responsible for maintaining uptime of the devices at the required level basis which the payments shall be released.
2. The responsibility of the Vendor shall include
 - Supply & installation of the devices on all the Trucks plying at various locations
 - Maintenance of the devices on regular basis. Repair/replacement of the same whenever required
 - Procurement and management of SIMs
 - Geo fencing of routes and marking of additional way points wherever required
 - Providing application software, customization and maintenance of the same
 - Web hosting at Vendor premises including Disaster Recovery (DR) site .Payment will effect only after submission of proof of Primary and Disaster site.
 - Data Management and Liaising with the location in charges for effective management of

Exception reports

- Providing technical literature / brochure of all the components of the proposed solution along with the Unpriced Bid
 - Training at locations / offices as required & as mentioned in the tender
3. Whenever power and space are available in BPCLs premises, the same shall be provided, otherwise, the vendor shall make his own arrangements for generator and space for working outside the Supply point/Plant.
 4. Whenever space is available, BPCL may permit the vendor to store their material.
 5. Vendor may procure SIMs from different network service providers for different locations at their own discretion. However SIMs are to be procured in the name of the vendor.
 6. The successful vendor shall conduct a System Requirement Study (SRS) and submit the SRS document to BPCL. Software development / customization work and installation shall start only after approval of the SRS document by BPCL. The vendor shall also provide hardware design details in the SRS document.
 8. During the service contract period, vendor is required to take care of all the data management for monitoring the performance of the system. All reports shall also be generated and delivered electronically to designated persons by the vendor during the above period. Vendor shall provide 24*7 web support to users with a provision of web / email complaint logging and response as well as Toll free number for customer service complaints.
 9. At the end of contract, VTS vendor will have to carry out a smooth take over of VMU from the lorries of the Transporters.
 10. There would be no other charges payable. Therefore for proper functioning of VMU if any process or activities not mentioned above but would be required, will be considered as included by the vendor.
 11. Creation of Log in IDs for all stake holders.
 12. Duration of The Contract

The above contract shall be valid for a period of 3 years (36 months) from the date of installation of the VTS on tank trucks.

13. Special Payment Terms

Supply, installation, testing, commissioning and training of crew and location officers on the VTS installed on the Trucks with live tracking of Trucks on real time basis.

No upfront payments shall be made to the vendor.

The total cost of the end to end (composite) arrangement shall be apportioned over a period of 3 years (36 months) .

Basis for full monthly payments shall be 90% uptime of the devices. System should be in a position to generate daily report on the uptime of the devices location wise. Monthly instalment will start from the subsequent month of installation after obtaining acknowledgement from Location in charge & Transporter for successful commissioning. Part payment corresponding to the visibility status is as per uptime calculation.

In case of replacement of Trucks by any Transporter , same device may be refitted in new Truck without terminating old contract , In such case original subscription will be deemed to be continuing

Calculation for determining uptime of the devices is as per Annexure-I.

14. Administration of Payments

All SLA based payments to the VTS vendor and debit to transporters can be done automatically by interfacing VTS application to ERP System of BPCL.

The monthly payments shall be recovered from the transporters payments and reimbursed to the vendor by BPCL within 30 days from the date of receipt of bills depending on the SLA based system generated uptime of the devices duly certified by Regional offices.

Vendors shall submit the bills to the concerned Regions for all the locations falling under the respective Regions based on the number of Trucks on which VTS had been installed and depending upon the uptime of the devices.

Vendor should quote basic rate plus a applicable Tax (if any) .The details of taxes should be shown separately in the quote and the invoice will be raised providing details of taxes (If any) separately.

15. Termination and Other Applicable Clauses : **Refer Annexure-II**

16. Manpower : The vendor should have at least 20 nos of qualified technicians on their payroll / on contract basis at the time of bidding . Vendor to do installation job simultaneously at least in 20 locations. Vendor need to scale up the same if required.

17. Vendor should have at least one Service Centre in India .

18. Training :The successful vendor shall conduct minimum one day user training at each location after installation and commissioning. Administrator training at HQ / Regional Office shall also be conducted as per requirement. User manual shall be provided for each location. The vendor will have to get acknowledgement from concerned location for having completed the training along with installation.

19. Terms & Conditions related to Software / Hardware

a) Interfaces :

VTS application will have to interface other business applications at BPCL for sending / receiving data to / from other applications.

b) VTS vendor must customise VTS application or develop a middleware to exchange data between VTS and other BPCL applications.

c) VTS will have to interface with ERP, Location information system, IMS, OLA, e-mail gateway, SMS gateway etc. currently and many applications in future as may be required. VTS will receive various master data, geo-fence data, invoice data from BPCL systems and will provide Tank-truck location data, SLA data for billing, E-mail / SMS alerts, other exception alerts etc to BPCL systems. Above details are indicative and VTS application will have to be customized and interfaced to other applications based on business need.

d) Device flexibility – Data Formats / command sets

e) BPCL is looking for a device agnostic solution for collecting device data, remote management of devices and managing security / access of the devices.

20. Evaluation Procedure :

- a) Technical Evaluation will be done only for bidders meeting PQC .
- b) POC will be a part of technical evaluation & will be evaluated by a committee formed by BPCL
- c) Price bid will be opened only for the Bidders who are meeting Technical Evaluation Criteria as per our BPCL's financial and technical evaluation parameters.

LIST OF DOCUMENTS TO BE ATTACHED

1. Successful completion/operation of similar contract for a continuous period of 2 years in last 5 years and client certificate .
2. Audited Balance Sheets & P&L for the last 3 years ending with March 2014 along with details of Directors/Partners of the Company or Firm.
3. Satisfactory performance letter from client.
4. Copies of the PO.s with Completion Certificate
5. Copy of the registration as "Other Service Provider" with Department of Telecommunications (DOT), Government of India
6. Details of Service Centre in India
7. Details of 20 nos technicians in the payroll of the vendor.
8. The bidders should have ARAI (Automobile Research Association of India) certification for the hardware for Electro Magnetic Interference (EMI) / Electro Magnetic Compliance (EMC). Proof to be submitted.
9. The Bidders should provide approval/ no objection from PESO for the hardware to be installed on the Trucks plying in the hazardous areas. Copy to be attached.
10. Certificate for IP 67 compliant enclosure from NABL or any Government approved laboratory for the VMU.
11. Addresses of different offices in India.
12. Integrity Pact duly signed ,stamped and witnessed.

