

CENTRAL PROCUREMENT ORGANISATION (MKTG)
BHARAT PETROLEUM CORPORATION LIMITED
‘A’ INSTALLATION, SEWREE FORT ROAD
SEWREE (E), MUMBAI - 400 015



GLOBAL TENDER

SUPPLY ,INSTALLATION AND COMMISSIONING OF
INTEGRATED VIDEO SURVEILLANCE SYSTEM AT
POL DEPOTS AND INSTALLATIONS

Tender No. : CRFQ -1000178314

(E-tender System No.10632)

Due Date : 18.02.2012 at 15.00 Hours IST

Tender for Supply, Installation and Commissioning of Integrated Video Surveillance System for the period of 3 months from the date of issue of LOI/Contract –Invitation of Techno-Commercial Bid and Price Bid

1. **Bharat Petroleum Corporation Limited (BPCL)** is a Fortune Global 500 (rank of 225 in 2011-12) oil refining, exploration and marketing Public Sector Undertaking Company with Navratna status.

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

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

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

BPCL intends to provide state of art video surveillance system at all the supply depots and installations to improve safety & security of our locations as well as to improve monitoring of these supply points. Through this tender, BPCL wishes to receive bids for video surveillance system for 60 Number of terminals & Depots on all India basis.

2. BPCL intends to provide Integrated Video surveillance system in 60 Nos. of POL Depots and Installations on Supply, Installation, Commissioning and AMC basis and pleased to invite your bids in two parts viz. Techno-Commercial Bid (Part A) and Price Bid (Part B) for the period of 3 months from the date of issue of LOI/Contract.
3. This is an e-tender. Please visit the website <https://bpcl.eproc.in> for participating in this tender process and submitting your Techno-commercial and Price bids online.
4. **Estimated Requirement:** Region-wise Locations where Integrated Video surveillance system is proposed to be provided on all India basis is as under.

Lot	Region	Number Of Locations
Lot-1	Northern	21
	Eastern	5
Lot- 2	Western	20
	Southern	14
	Total	60

5. The attached tender document consists of the following

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

- a) Bid-qualification Criteria (**Annexure I**)
- b) General Purchase Conditions (**Annexure II**)
- c) Special Purchase Conditions (**Annexure III**)
- d) Technical Specifications (**Annexure IV**)
- e) General Instructions to bidders for E-Tendering (**Annexure V**)
- f) Proforma of Integrity Pact (**Annexure VI**)

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

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

BPCL, at its discretion reserves the right to verify information submitted and inspect the manufacturer facilities to confirm their capabilities.

Part B: Price Bid

Vendors have to submit Price Bids online. This tender comprises two lots i.e. Lot-1 comprises of Depots and Installations in Northern and Eastern Region and Lot-2 comprises of Depots and Installations in Western and Southern region. The two formats of Price Bids have been provided - For Indian bidders and Foreign Bidders. Bidders can select the price bids for the items accordingly.

Bidders can bid for either Lot-1 or Lot-2 or both the lots. Vendors have to quote for all the required items either foreign or Indian in respective lots and shall offer 100% quantity against the required quantity of items in respective lots otherwise their bids will not be considered.

6. Tenderers shall also have to essentially sign an **Integrity Pact (IP)** for participating in this tender, as per the proforma mentioned in point (5 f) above.
7. All the tender documents and Annexures, Techno-commercial details & Other Details, and Price Bids shall be required to be digitally signed with a class IIB or above digital signature by the authorized signatory. The authorized signatory shall be:
- a) Proprietor in case of proprietary concern.
 - b) Authorised partner in case of partnership firm.
 - c) Director, in case of a limited Company, duly authorized by its board of directors to sign.

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

should be uploaded with the tender.

8. Online submission of the tender under the digital signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions

9. **Earnest Money Deposit (EMD):**

Indian Bidders: EMD of Rs.10,00,000/- (Rs. 10 Lacs only) is required to be submitted if applicable in physical form (by the way of crossed A/c Payee demand draft drawn on any Nationalised or scheduled bank in favour of M/s Bharat Petroleum Corporation Ltd. and payable at Mumbai) at our office in a sealed cover addressed to Procurement Leader (Group 4), with following boldly super-scribed on the outer cover

- CRFQ number
- Item
- Closing date/Time
- Name of the tenderer

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

**Procurement Leader, Group 4
Central Procurement Organization (CPO),
'A' Installation, Sewree Fort Road,
Sewree, Mumbai-400015**

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

Bid received without the EMD if applicable is liable to be rejected.

Foreign Bidders:

The foreign bidders should submit the equivalent amount of Rs.10, 00,000/- (Rs. 10 Lacs only) considering Exchange Rates published by Reserve Bank of India on the date of floating/release of tender in the press i.e. 15.01.2013.

The amount should reach BPCL at the following bank details:

Beneficiary : Bharat Petroleum Corporation Ltd.

A/C No. : 22205032520 with

Banker : STANDARD CHARTERED BANK, MUMBAI BRANCH

SWIFT CODE: SCBLINBBXXX

A/c No. : 3582088635001 with STANDARD CHARTERED BANK

NEW YORK SWIFT CODE: SCBLUS33

Foreign bidders are supposed to upload the swift details endorsed by their bank at the upload section in the Bid Item section and send the scanned copy of confirmation to shahbm@bharatpetroleum.in on or before tender due date.

EXEMPTION FROM EARNEST MONEY DEPOSIT:

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

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

10. Pre-bid meeting for the tender will be held on 29.01.2013 commencing at 11.00 Hrs. IST at the following address.

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

Vendors can start bidding after pre-bid meeting.

11. Your bid should be submitted online on or before the due date **i.e. 18 February, 2013, 15.00 Hrs. IST.**
12. The Vendors who are already enlisted with BPCL should also apply.
13. The vendors who are currently on BPCL's Holiday List will not be considered.
14. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. BPCL is also not bound to accept the lowest Bid.
15. If BPCL is unable to evaluate any offer for want of information, such offer will not be considered.
16. BPCL reserves the right to change the quantity (increase/decrease) tendered.
17. BPCL's decision on any matter regarding short listing of Vendors shall be final and any applicant shall not enter into any correspondence with BPCL unless asked for.
18. BPCL reserves the right to accept/ reject any or all the Bids at their sole discretion without assigning any reason whatsoever.
19. Forming Cartel and quoting rates in groups would disqualify the supplier.
20. Bids submitted after the due date and time as mentioned above, or not in the prescribed format is liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/or other documents to be uploaded online. No claims on this account shall be entertained.
21. Based on the information and documents submitted, the parties who are found to be techno-commercially eligible shall qualify for the next round of the tender viz. price bid. They would also become registered vendors for all limited tenders for supply, commissioning and Installation of

Integrated Video surveillance system. The results of this qualification round shall be intimated to the tenderer by email.

22. For clarifications, if any, please feel free to contact the undersigned on any working day between 10:00 am to 4:00 pm.

Thanking you,

Yours faithfully,
For Bharat Petroleum Corporation Ltd.,

Bipinkumar Shah
Procurement Leader

Part A: Techno-commercial Bid

Annexure I

Bid-qualification Criteria:

- A. **Vendor:** The bidder shall be either IP-PTZ camera manufacturer (or) the authorized channel partner of IP-PTZ camera manufacturer (or) the System Integrator, for the period of at least 2 years prior to the due date of bid submission.

IP-PTZ camera manufacturer (or) the authorized channel partner of IP-PTZ camera manufacturer (or) the System Integrator should have carried out the job of "Integrated Video Surveillance system".

If IP-PTZ camera manufacturer (or) the authorized channel partner of IP-PTZ camera manufacturer have not carried out the job of "Integrated Video Surveillance system", then they shall be allowed to quote provided they should have valid agreement with the System Integrator who has carried out the job of "Integrated Video Surveillance system". Agreement should be valid as on the due date of bid-submission. Needless to mention, the authorized channel partner of IP-PTZ camera manufacturer shall be considered as the System Integrator if he has carried out such job.

The authorized channel partner of IP-PTZ camera manufacturer (or) the System Integrator shall be allowed to quote for only one IP-PTZ camera manufacturer.

Documents required:

A.1. If IP-PTZ camera manufacturer is quoting directly:

A.1.1. Excise Registration/ License (or) Factories License, EN or UL or FCC certification (or) certificate from local chamber of commerce (or) any other document to prove the above criteria needs to be submitted.

A.1.2. Copy of sales invoices, delivery notes or certificate from local chamber of commerce indicating the quantity/date of supply needs to be submitted for confirming that supplies have been made in the past 2 years.

A.1.3. Valid agreement with the System Integrator if applicable (Pl. refer Sr. No. A above).

The certificate from approved TPIA (LRIS / IRS / DNV / EIL / UL / GLISPL / SGS / Tata Projects / PDIL / Intertek / RITES / MECON) verifying and confirming the documents mentioned in Sr. Nos. A.1.1, A.1.2 and A.1.3 above.

A.2. If authorized channel partner (i.e dealer / distributor / stockiest) of IP-PTZ camera manufacturer is quoting directly:

A.2.1. The authorized channel partner should be in existence as a channel partner of the manufacturer for a minimum period of 1 year prior to the due date of bid submission. A letter from the manufacturer to this effect should be furnished.

A.2.2. IP-PTZ camera manufacturer of the channel partner should have supplied IP- PTZ cameras for at least 2 years prior to the due date of bid submission. Bidders should submit documents mentioned in Sr. Nos. A.1.1 and A.1.2 above pertaining to the manufacturer in support.

A.2.3. The authorized channel partner is required to submit a letter from the manufacturer giving declaration that the said authorized channel partner is authorized to participate in this tender. In nut a shell, the bid shall be submitted, either from the camera manufacturer directly (or) their authorized channel partner (or) System integrator.

A.2.4. Back to Back guarantee shall be provided by the camera manufacturer stating that in case of failure of any supply (or) performance of the equipment in all respects or as per the warranties /guarantees that may have been given, then the manufacturer shall assume all obligations under the contract pertaining to the items in their purview.

A.2.5. Valid agreement with the System Integrator if applicable (Pl. refer Sr. No. A above)

The certificate from approved TPIA (LRIS / IRS / DNV / EIL / / UL / GLISPL / SGS / Tata Projects / PDIL / Intertek / RITES / MECON) verifying and confirming the documents mentioned in Sr. Nos. A.2.1, A.2.2, A.2.3, A.2.4 and A.2.5 above.

A.3. If system integrator (SI) is quoting directly:

A.3.1. The System integrator should be in existence as a System integrator of the manufacturer/ the authorized channel partner for a minimum period of 1 year prior to the due date of bid submission. A letter from the manufacturer or the authorized channel partner to this effect should be furnished.

A.3.2. IP-PTZ camera manufacturer of the System integrator should have supplied IP- PTZ cameras for at least 2 years prior to the due date of bid submission. Bidders should submit documents mentioned in Sr. Nos. A.1.1 and A.1.2 above pertaining to the manufacturer in support.

A.3.3 The system integrator is required to submit a letter from the manufacturer giving declaration that the said system integrator is authorized to participate in this tender. In a nut shell, the bid shall be submitted, either from the camera manufacturer directly (or) their authorized channel partner (or) System integrator.

A.3.4. Back to Back guarantee shall be provided by the camera manufacturer stating that in case of failure of any supply (or) performance of the equipment in all respects or as per the warranties /guarantees that may have been given, then the manufacturer shall assume all obligations under the contract pertaining to the items in their purview.

The certificate from approved TPIA (LRIS / IRS / DNV / EIL / / UL / GLISPL / SGS / Tata Projects / PDIL / Intertek / RITES / MECON) verifying and confirming the documents mentioned in Sr. Nos. A.3.1, A.3.2, A.3.3 and A.3.4 above.

B. Financial Turnover of the vendor:

Average annual financial turnover of the vendor during the last three accounting years should be Rs. 4.5. Crores (or 0.80 Million USD or its equivalent in any other currency.)

Documents required:

Audited Balance sheet and Profit and Loss account for the last 3 years i.e. 2009-10, 2010-11 and 2011-12 (In English language only)

C. Financial Net worth of the vendor :

Net worth is defined as TOTAL ASSETS MINUS TOTAL LIABILITIES. Net worth of the vendor should be positive in the last financial year i.e. 2011-12.

Documents required:

Audited Balance sheet and Profit and Loss account for the last 3 years i.e. 2009-10, 2010-11 and 2011-12 (In English language only).

D. Manufacturer listed in any stock exchange as on due date of bid submission.

Regardless of whether the vendor is a manufacturer or a channel partner of the said manufacturer or system integrator, the documentary proof that the manufacturer of the camera is a listed company (listed in any stock exchange) needs to be submitted. If the manufacturer is a 100% subsidiary company of another company (parent company), then the parent company should be listed in any stock exchange. The necessary proof of being a subsidiary company in such a case also needs to be submitted.

Documents required:

The certificate from approved TPIA (LRIS / IRS / DNV / EIL / UL / GLISPL / SGS / Tata Projects / PDIL / Intertek / RITES / MECON) verifying the documents confirming the Sr. No. D above.

E. Proven product and manufacturing capacity :

If IP-PTZ camera manufacturer (or) the authorized channel partner of IP-PTZ camera manufacturer (or) the System Integrator is bidding, IP-PTZ camera manufacturer should have supplied minimum 500 Nos. of IP PTZ cameras for Integrated Video Surveillance system globally during any one of the last three financial years. Regardless of whether vendor is manufacturer (or) channel partner (or) system integrator, the documentary proof of supply needs to be submitted.

For the above cameras, the bidder also has to submit necessary performance certificates from the end users from at least 3 locations where minimum of 10 cameras (Fixed IP and PTZ IP) per location have been installed in any one of the last 3 years. The performance certificates should mention that the cameras have completed at least one year of installation and operation.

Documents required:

E.1. Necessary documents to this effect like copies of sales invoice with corresponding purchase orders, delivery notes or certificate from local chamber of commerce indicating the quantity of supply needs to be submitted. Wherever manufacturer desires, the price part can be blanked out.

E.2. Performance certificates from the end users from at least 3 locations where minimum of 10 cameras (Fixed IP and PTZ IP) per location have been installed in any one of the last 3 years. The performance certificate should mention that the cameras have completed at least one year of installation and operation.

The certificate from approved TPIA (LRIS / IRS / DNV / EIL / / UL / GLISPL / SGS / Tata Projects / PDIL / Intertek / RITES / MECON) verifying the documents mentioned in Sr. Nos. E.1 and E.2 above

F. Service support in India :

The vendor should have an established and adequate service set up in India (own or any appointed service provider) as on due date of bid submission and thus be in a position to handle integration & commissioning and provide on –site warranty support to the supplied equipments across India .Necessary declaration and details to the above effect needs to be submitted.

Annexure II

Bharat Petroleum Corporation Limited

General Purchase Conditions

The following conditions shall be applicable for all procurement unless specifically mentioned in the Special Purchase Conditions.

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Bharat Petroleum Corporation Limited

General Purchase Conditions

1. DEFINITIONS:

The following expressions used in these terms and conditions and in the purchase order shall have the meaning indicated against each of these:

- 1.1. **OWNER:** Owner means Bharat Petroleum Corporation Limited (a Government of India enterprise), a Company incorporated in India having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400038 and shall include its successors and assigns (hereafter called BPCL as a short form).
- 1.2. **VENDOR:** Vendor means the person, firm or the Company / Corporation to whom this Request for quotation (RFQ)/purchase order is issued and shall include its successors and assigns.
- 1.3. **INSPECTOR:** Person/agency deputed by BPCL for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the purchase order specifications..
- 1.4. **GOODS / MATERIALS:** means any of the articles, materials, machinery, equipments, supplies, drawing, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.
- 1.5. **SITE / LOCATION:** means any Site where BHARAT PETROLEUM CORPORATION LTD. desires to receive materials any where in India as mentioned in RFQ.
- 1.6. **"RATE CONTRACT"** means the agreement for supply of goods/ materials between Owner and Vendor, for a fixed period of time (i.e till validity of Rate Contract, with no commitment of contractual quantity) on mutually agreed terms and conditions. The actual supply of goods/ materials shall take place only on issue of separate purchase orders for required quantity as and when required by Owner.
- 1.7. **"FIRM PROCUREMENT"** means the agreement between the parties for mutually agreed terms and conditions with commitment of Quantity Ordered.

2. REFERENCE FOR DOCUMENTATION :

- 2.1. The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Rate Contract / Purchase Order.
- 2.2. After finalization of Contract / Purchase Order: The number and date of Rate Contract / Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.
- 2.3. In the case of imports, the relevant particulars of the import Licence shall be duly indicated in the invoice and shipping documents as well as on the packages or consignments.

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER :

The right to accept the tender will rest with the Owner.

4. LANGUAGE:

The Bid and all supporting documentation and all correspondence whatsoever exchanged by Vendor and Owner, shall be in English language only.

5. Price :

Unless otherwise agreed to the terms of the RFQ, price shall be :

Firm and no escalation will be entertained on any ground, except on the ground of statutory levies applicable on the tendered items.

6. TAXES AND DUTIES :

All vendors shall have VAT / CST/GST/Service tax registration in the concerned State and vendor shall quote their TIN number in the quotation.

6.1. EXCISE DUTY :

6.1.1. Excise duty extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of excise duty applicable at present. Any upward variation in excise duty rates, beyond the contractual delivery period, shall be to vendor's account.

6.1.2. In case Excise Duty is not applicable at present : Excise duty due to change in turn over is not payable. If applicable in future, the same will be borne by vendor.

6.1.3. Owner shall take CENVAT Credit on the material supplied for both excise duty and cess component and accordingly Excise duty / Cess should be quoted separately wherever applicable.

Vendor shall ask the transporter of the goods to hand over the copy of excise invoice (transporter's copy) at the time of delivery of goods at owner's site.

6.2. SALES TAX / VAT/GST :

6.2.1. Sales Tax as applicable at the time of delivery within scheduled delivery period will be payable by BPCL. Vendor shall give details of local sales tax and/or central sales tax currently applicable in their offer. The rates applicable for "CST without form C", "CST with form C" and "VAT" shall be clearly indicated.

6.2.2. Input VAT Credit may be claimed by BPCL, wherever applicable. Vendor shall submit the TAX invoice.

6.3 Service tax :

All vendors shall have service tax registration wherever applicable. BPCL may also claim CENVAT Credit on service tax. The vendor should quote service tax separately, if applicable. Vendor shall submit the TAX invoice. Vendor is required to furnish serially numbered and signed invoice / bill / challan containing the following details:

- a) Name, address and registration number of the service provider
- b) Name and address of person receiving taxable service

- c) Description, classification and value of taxable service provided
- d) Service Tax Payable

6.4 FREIGHT AND OCTROI :

- 6.4.1 Freight: Firm freight charges to be quoted as indicated in the Tender documents. Freight shall be payable after receipt of the Material(s) at the site, unless otherwise specified.
- 6.4.2. Octroi and entry taxes, if any, shall be invoiced separately and shall be re-imbursed by BPCL at actuals after receipt of the Material(s) at the Site against the submission of original documentary evidence for proof of payment of the related octroi and entry taxes, as the case may be.

6.5. NEW STATUTORY LEVIES:

All new statutory levies leviable on sale of finished goods to owner, if applicable are payable extra by BPCL against documentary proof, within the contractual delivery period.

6.6 Variation in Taxes/Duties

Any increase/decrease in all the above mentioned statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BPCL's account. Any upward variation in statutory levies after contractual delivery date shall be to vendor's account.

7. INSPECTION:

- 7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.
- 7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS/GLISPL/IRS/DNV/LRIS/EIL/TATA Projects/PDIL/ULIPL/RITES LTD/ITSIPL as amended time to time unless otherwise specified in the Special Purchase Conditions.
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant Standards/scope of inspection provided alongwith the Tender Enquiry/Purchase Order.
- 7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/inspections. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor's responsibility shall also not be anywise reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have

witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

- 7.6. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

8. SHIPPING :

8.1 SEA SHIPMENT :

All shipment of materials shall be made by first class direct vessels, through the chartering wing, Ministry of Surface Transport as per procedure detailed hereunder. The Foreign Supplier shall arrange with Vessels Owners or Forwarding Agents for proper storage of the entire Cargo intended for the project in a specific manner so as to facilitate and to avoid any over carriage at the port of discharge. All shipment shall be under deck unless carriage on deck is unavoidable.

The bills of lading should be made out in favour of 'Bharat Petroleum Corporation Ltd.. or order'.

All columns in the body of the Bill of Lading namely marks and nos., material description, weight particulars etc., should be uniform and accurate and such statements should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount etc. clearly and separately. The net total freight payable shall be shown at the bottom.

SHIPPING DOCUMENTS:

All documents viz. Bill of Lading, invoices, packing list, freight memos, country of origin certificates, test certificate, drawings and catalogues should be in English language.

In addition of the bill of lading which should be obtained in three stamped original plus as many copies as required, invoices, packing list, freight memos, (if the freight particulars are not shown in the bills of lading), country of origin certificate, test / composition certificate, shall be made out against each shipment in as many number of copies as shown below.

The bill of lading, invoice and packing list specifically shall show uniformly the mark and numbers, contents case wise, country of origin, consignees name, port of destination and all other particulars as indicated under clause 2. The invoice shall show the unit rates and net total F.O.B. prices. Items packed separately should also be invoiced and the value shown accordingly. Packing list must show apart from other particulars actual contents in each case, net and gross weights and dimensions, and the total number of packages. All documents should be duly signed by the Vendor's authorised representatives.

In the case of FOB orders, Shipping arrangements shall be made by the Chartering Wing

Of the Ministry of Surface Transport, New Delhi through their respective forwarding agents. The names and addresses of forwarding agents shall be as per Special Purchase Conditions. Supplier shall furnish to the respective agents the full details of consignments such as outside dimension, weights (both gross and net) No of packages, technical description and drawings,

name of supplier, ports of loading, etc. 6 weeks notice shall be given by the supplier to enable the concerned agency to arrange shipping space.

The bill of lading shall indicate the following :

Shipper : Government of India

Consignee : Bharat Petroleum Corporation Ltd.

In case of supplies from USA, Export Licences, if any required from the American Authorities shall be Obtained by the U.S. Suppliers. If need be assistance for obtaining such export licences would be available from India Supply Mission at Washington.

8.2 AIRSHIPMENT :

In case of Airshipment, the materials shall be shipped through freight consolidator (approved by us). The airway bill shall be made out in favour of BHARAT PETROLEUM CORPORATION LTD.

TRANSMISSION OF SHIPPING DOCUMENTS :

Foreign Supplier shall obtain the shipping documents in seven complete sets including three original stamped copies of the Bill of Lading as quickly as possible after the shipment is made, and airmail as shown below so that they are received at least three weeks before the Vessels arrival. Foreign Supplier shall be fully responsible or any delay and / or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.

If in terms of letter or otherwise, the complete original set of documents are required to be sent to BPCL through Bank the distribution indicated below will confine to copies of documents only minus originals.

Documents	BPCL (Mumbai)
Bill of Lading	4 (including 1 original)
Invoice	4
Packing List	4
Freight Memo	4
Country of Origin Certificate	4
Third party inspection certificate	4
Drawing	4
Catalogue	4
Invoice of Third Party	4

for inspection charges whenever applicable.

9. INDIAN AGENT COMMISSION :

Any offer through Indian agents will be considered only after authorization mentioning them as Indian agents, is received from Vendor. Indian agents commission if applicable will be payable only in Indian currency. Indian agents should be registered with Directorate General of Supplies and Disposals, Government of India and agency commission will be payable only after registration with DGS&D, New Delhi.

10. ORDER AWARD / EVALUATION CRITERIA:

Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, Excise Duty, Sales Tax, Freight, Inspection, Octroi, Supervision of Installation & Commissioning and other taxes & levies, loading etc, if any, reduced by cenvat/vat credit as applicable.

11. CONFIRMATION OF ORDER :

The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to BPCL.

12. PAYMENT TERMS :

12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.

12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through irrevocable Letter of Credit.

12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies)) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for despatches will be made by the originator of Purchase Order :

- a) Invoice
- b) Excise invoice
- c) The Lorry Receipt of the consignment
- d) Packing list for the consignment
- e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
- f) Manufacturers Test/Composition Certificate, wherever applicable
- g) Drawing(s)/Catalogue(s) covering the Material(s) , wherever applicable
- h) Guarantee/Warranty Certificate(s), wherever applicable.
- i) Original Receipt for Octroi/other statutory levies as applicable.
- j) Performance Bank Guarantee as applicable.

13. GUARANTEE/WARRANTY:

- 13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.
- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL's concerned location at vendor's risk and cost on due notice.
- 13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.
- 13.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

14. PERFORMANCE BANK GUARANTEE:

- 14.1. Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). PBG format is as per Annexure A.

In case, PBG is not provided by the Vendor, 10% of the basic value shall be retained in lieu of PBG, till the expiry of guarantee and claim period.

In the case of imports, the Supplier shall furnish the Performance Bank Guarantee (as per Annexure I) through the following:

- a) Branches of Indian scheduled banks operating in their Country.
- b) Foreign bank operating in their Country which is counter guaranteed by branches of Indian scheduled banks operating in their Country/India.
- c) Indian branches of foreign banks.
- d) Foreign bank operating in their Country counter guaranteed by their Indian branch

However, in respect of c) and d) above, the Indian branch of foreign banks should be recognized as scheduled bank by Reserve Bank of India.

- 14.2. If Vendor wants to submit the PBG at Contract level to avoid multiple number of PBG (i.e. PBG issued against every purchase/call off order) then the validity of PBG will be calculated as mentioned below:

- 14.2.1. Validity of PBG = Rate Contract Issue Date (Start Date of Rate Contract) + Rate Contract Period (validity of Rate Contract) + Contractual Delivery Period of material + Contractual Guarantee period + 6 month (for invocation / Claim).

15. PACKING & MARKING:

15.1 PACKING:

- 15.1.1 Packing shall withstand the hazards normally encountered with the means of transport for the goods of this purchase order including loading and unloading operation both by crane and by pushing off.

In the case of imports, all equipments / materials shall be suitably packed in weather proof, seaworthy packing for ocean transport under tropical conditions and for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe preservice up to the final point of destination.

Raw/Solid wood packaging material of imported items has to be appropriately treated & marked as per International Standard of Phytosanitary Measures (ISPM-15") for material originating from the contracting countries to the International Plant Protection Convention or the members of Food & Agriculture Organization. Material from non-contracting parties would have to be accompanied by a phytosanitary certificate of the treatment endorsed. The Custom Officer at Indian Port shall not release the material without appropriate compliance of the above provisions w.e.f. 01.11.2004.

- 15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.
- 15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.
- 15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.
- 15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 15.1.6 All package requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.
- 15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.

- 15.1.8 All delicate surface on equipment/materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.
- 15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.
- 15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.
- In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.
- 15.1.12 Wherever required, equipment/materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.
- 15.1.13 Pipes shall be packed as under:
- a. Upto 50mm NB in wooden cases/crates.
 - b. Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
 - c. Above 100mm NB in loose.
- 15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.
- 15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing.
- In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.
- 15.1.16 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 15.1.17 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 15.1.18 Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.

All packages which require special handling and transport should have their Centres of Gravity and the points at which they may be slung or gripped clearly indicated and marked "ATTENTION SPECIAL LOAD HANDLE WITH CARE" both in English/Hindi Languages.

In the case of imports, a distinct colour splash in say red black around each package crate / bundle shall be given for identification.

15.1.19 Along with the packed material, supplier should attach material list, manuals/instructions and also the Inspection certificate/release note, wherever applicable.

15.2. MARKING :

The following details to be written on the side face of packing:

- a) Purchase Order Number
- b) Vendor Name
- c) Batch no with Manufacturing date
- d) Procedure (in brief) for handling
- e) Date of dispatch etc.

15.3 Imported items :

On three sides of the packages, the following marks shall appear, clearly visible, with indelible paint and on Vendor's care and expenses.

BHARAT PETROLEUM CORPORATION LIMITED

(With detailed address as given in Special Purchase Conditions)

From :

To : Bharat Petroleum Corpn.Ltd.

(With detailed address as given in Special Purchase Conditions)

Order no.

Rev. no.

Item :

Equipment Nomenclature:

Net weight : Kgs.

Gross weight : Kgs.

Case No. of Total cases :

Dimensions :

Import Licence No.

NOTE :

Marking shall be bold - minimum letter height 5 cm. For every order and every shipment, packages must be marked with serial progressive numbering.

Top heavy containers shall be so marked either Top Heavy or Heavy Ends.

When packing material is clean and light coloured, a dark black stencil paint shall be acceptable. However, where packaging material is soiled or dark, a coat of flat zinc white paint shall be applied and allowed to dry before applying the specific markings.

In case of large equipments like vessels, heat exchangers, etc. the envelope containing the documents shall be fastened inside a shell connection, with an identifying arrow sign "documents" using indelible paint.

16. DELIVERY :

- 16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.
- 16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.
- 16.3. The contractual delivery period is inclusive of all the lead time for engineering /procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for effecting the delivery at the required delivery point.
- 16.4. Unless otherwise specified, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 16.5. BPCL shall have the right to advise any change in despatch point or destination in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.

17. UNLOADING AND STACKING :

Unloading and stacking will be arranged by BPCL. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action.

18. TRANSIT INSURANCE :

Unless otherwise mentioned,

- 18.1. Transit Insurance shall be covered by BPCL against its Mega Package Policy.
- 18.2. In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.
- 18.2. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.
- 18.3. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of Telex message to Bharat Petroleum Corporation Ltd., (with detailed address as given in Special Purchase Conditions) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

19 VALIDITY OF OFFER:

The rates quoted against this tender shall be valid for a period of 90 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.

20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:

- 20.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).
- 20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.
- 20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to :
- 20.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owners premises shall be considered for calculation of price reduction for F.O.R destination contract.

In the case of imports, the contractual delivery date shall be considered from the date of Letter of Credit (L/C) or the date of L/C amendment because of Buyer's fault plus one week (to take care of transit time for receipt of L/c) plus the delivery schedule as indicated by the vendors.

In case of the shipment taking place on "Cash against documents", the contractual delivery shall be taken from the date of purchase order plus one week (to take care of transit time for receipt of order) plus delivery period.

Further the date of B/L or House airway bill shall be considered to find out the delay with respect to contractual delivery date. In case of FOB shipments if the vessel is not available then the intimation by vendors regarding readiness of the goods for the shipment shall be considered for calculating the delay if any. So vendor shall inform the readiness of material for shipment on FOB (Free on Board) basis / FCA (Free on Carrier) basis.

- 20.3.2. Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk and cost of the vendor, without prejudice to its right under 20.3.1 above in respect of goods delivered.

21. RISK PURCHASE CLAUSE:

BPCL reserves the right to curtail or cancel the order either in full or part thereof if the vendor fails to comply with the delivery schedule and other terms & conditions of the order. BPCL also reserves the right to procure the same or similar materials/equipment through other sources at vendor's entire risk, cost and consequences. Further, the vendor agrees that in case of procurement by the owner from other sources the differential amount paid by the owner shall be on account of the vendor together with any interest and other costs accrued thereon for such procurement.

22. FORCE MAJEURE CLAUSE:

(A) Definition: The term "**Force Majeure**" means any event or circumstance or combination of events or circumstances that affects the performance by the vendor 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 not within the vendor's reasonable control and were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. **Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause:**

- (i) the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;
- (ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;
- (iii) epidemic, plague or quarantine;
- (iv) air crash, shipwreck, or train wreck;
- (v) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
- (vi) radioactive contamination or ionizing radiation;

(B) Notice and Reporting:

- (i) The Vendor shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (7) days after such commencement date, notify the BPCL in writing of such event of Force Majeure and provide the following information:
 - (a) reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
 - (b) such date of commencement and an estimate of the period of time required to enable the vendor to resume full performance of its obligations; and
 - (c) all relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.
- (ii) The Vendor shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and access.

(C) Mitigation Responsibility:

- (i) The Vendor shall use all reasonable endeavours, acting as a Reasonable and Prudent Person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Vendor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.
- (ii) The Vendor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.
- (iii) The Vendor shall notify BPCL when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.

(D) Consequences of Force Majeure. Provided that the Vendor has complied and continues to comply with the obligations of this Clause and subject to the further provisions:

- (i) the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for

the duration of the period of Force Majeure; and

- (ii) the time period(s) for the performance of the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.

(E) Force Majeure Events Exceeding 60 Days

- (i) If an event or series of events (alone or in combination) of Force Majeure occur, and continue for a period in excess of 60 consecutive days, then BPCL shall have the right to terminate this agreement, whereupon the Parties shall meet to mitigate the impediments caused by the Force Majeure event.

23. ARBITRATION CLAUSE :

- 23.1 Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL/Vendor against omission or on account of any of the parties hereto arising out of or in relation to this Contract shall be referred to the Sole Arbitration of Director(Marketing) / Director (HR) / Director (R) of BPCL as the case may be or to some officer of BPCL who may be nominated by them.
- 23.2. In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the said Directors of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- 23.3. 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.
- 23.4. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.
- 23.5. The language of the proceedings will be in English and the place of proceedings will be Mumbai.
- 23.6. The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Mumbai alone. (legal)

24. INTEGRITY PACT (IP) :

Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.

25. RECOVERY OF SUMS DUE:

Whenever, any claim against vendor for payment of a sum of money arises out of or under the contract, the owner shall be entitled to recover such sums from any sum then due or when at any

time thereafter may become due from the vendor under this or any other contract with the owner and should this sum be not sufficient to cover the recoverable amount of claim(s), the vendor shall pay to BPCL on demand the balance remaining due.

26. CONFIDENTIALITY OF TECHNICAL INFORMATION:

Drawing, specifications and details shall be the property of the BPCL and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of BPCL. The Vendor shall not disclose the technical information furnished to or organized by the Vendor under or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the vendor by BPCL shall at all time remain the absolute property of BPCL. Imparting of any confidential information by the Vendor will be breach of contract.

27. PATENTS & ROYALTIES:

The vendor shall fully indemnify BPCL and users of materials specified herein/supplied at all times, against any action, claim or demand, costs and expenses, arising from or incurred by reasons of any infringement or alleged infringement of any patent, registered design, trademark or name, copy right or any other protected rights in respect of any materials supplied or any arrangement, system or method of using, fixing or working used by the vendor. In the event of any claim or demand being made or action sought against BPCL in respect of any of the aforesaid matter, the vendor shall be notified thereof immediately and the vendor shall at his/its own expense with (if necessary) the assistance of BPCL (whose all expense shall be reimbursed by the vendor) conduct all negotiations for the settlement of the same and/or litigation which may arise thereof.

28. LIABILITY CLAUSE:

In case where it is necessary for employees or representatives of the Vendor to go upon the premises of owner, vendor agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen's Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires vendor to furnish labour at site, such vendor's workmen or employees shall under no circumstances be deemed to be in owner's employment and vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at owner's premises or elsewhere and agrees to indemnify the owner against any such claims, if made against the owner and all costs of proceedings, suit or actions which owner may incur or sustain in respect of the same.

29. COMPLIANCE OF REGULATIONS:

Vendor warrants that all goods/Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall

indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.

30. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

In case the testing and inspection at any stage by inspectors reveal that the equipment, materials and workmanship do not comply with specification and requirements, the same shall be removed by the vendor at his/its own expense and risk, within the time allowed by the owner. The owner shall be at liberty to dispose off such rejected goods in such manner as he may think appropriate. In the event the vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the owner for such disposal shall be to the account of the vendor. The freight paid by the owner, if any, on the inward journey of the rejected materials shall be reimbursed by the vendor to the owner before the rejected materials are removed by the vendor. The vendor will have to proceed with the replacement of the equipment or part of equipment without claiming any extra payment if so required by the owner. The time taken for replacement in such event will not be added to the contractual delivery period.

31. NON-WAIVER :

Failure of the Owner to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify Vendor in the event of breach, or the acceptance of or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such goods regardless of when such goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by BPCL act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of this agreement by BPCL shall not be considered as a continuous waiver or waiver for other condition by BPCL.

32. NEW & UNUSED MATERIAL :

All the material supplied by the vendor shall be branded new, unused and of recent manufacture.

33. PURCHASE PREFERENCE CLAUSE:

Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Vendor at the time of evaluation of the price bid.

Owner reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

34. CANCELLATION:

- 34.1. BPCL reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the vendor if.

- 34.1.1. The vendor fails to comply with the terms of this purchase order/contract.
- 34.1.2. The vendor becomes bankrupt or goes into liquidation.
- 34.1.3. The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.
- 34.1.4. The vendor makes a general assignment for the benefit of creditors.
- 34.1.5. A receiver is appointed for any of the property owned by the vendor.
- 34.2. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. BPCL in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor's agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are required by BPCL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the BPCL. In this-event of BPCL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to BPCL, fair compensation to be agreed upon between BPCL and the vendor. The provision of this clause shall not prejudice the right of BPCL from invoking the provisions of price reduction clause mentioned in 20.3.1 as aforesaid.

35. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION:

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti- competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

36. ASSIGNMENT

The Vendor can / does not have any right to assign his rights and obligations under these general purchase conditions without the prior written approval of BPCL.

37. GOVERNING LAW

These General Purchase Conditions shall be governed by the Laws of India.

38. AMENDMENT

Any amendment to these General Purchase Conditions can be made only in writing and with the mutual consent of the parties to these conditions.

39. SPECIAL PURCHASE CONDITIONS

In case of a conflict between the clauses, terms and conditions of General Purchase Conditions and Special Purchase condition, the clauses, terms and conditions of Special Purchase Condition will have an overriding effect over General Purchase Conditions and the same shall be applicable.

40. NOTICES

Any notices to be given hereunder by a Party to the other shall be in English and delivered by hand or sent by courier or facsimile to the other Party at the address or facsimile number stated below or such other address or number as may be notified by the relevant Party from time to time:

BPCL

Vendor

Please sign & return all the pages of GPC as a token of your acceptance of all the terms & conditions as mentioned above.

PERFORMANCE BANK GUARANTEE

(On Non-judicial paper for appropriate value)

To,

Bharat Petroleum Corporation Limited

Dear Sir,

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

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

AND the Bank hereby agrees with the Company that

- i. This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising upto and until midnight of
This date shall be 6 months from the last date of guarantee period.
- ii This Guarantee / Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor's obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or

requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.

- i. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and / or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and / or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.
- ii. This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- iii. The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee / Undertaking and the obligations of the Bank in terms hereof shall not be anywhere affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- iv. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages or costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

Annexure III

Special Purchase Conditions

- I. **VALIDITY OF THE OFFER:** Offer should remain valid for at least 120 days from the due date.
- II. **PERIOD OF CONTRACT AND QUANTITY:** Estimated requirement is for 3 months from the date of LOI/Contract.

Locations where Integrated Video surveillance system is proposed to be provided is as under on all India basis

Lot	Region	Number Of Locations
Lot-1	Northern	21
	Eastern	5
Lot- 2	Western	20
	Southern	14
	Total	60

Estimated Lot-wise Bill of quantities for above requirement and details of the locations is as given below:

Lot-1:

S.NO.	DESCRIPTION OF ITEM	TOTAL QTY.	UNIT OF MEASURE (UOM)
A	Supply of PTZ Cameras as per tender specifications.	226	Nos.
B	Supply of Managed, Industrial Layer-2 switches as per tender specifications.	73	Nos.
C	Supply of Managed Layer-2/Layer-3 switches (in door application) as per tender specification.	26	Nos.
D	Supply of NVR & software (Video management) required for integrating the CCTV Cameras with the network switches as per tender specifications	26	Nos.
E	Supply of Client Workstation with Licensed Operating System, Anti Virus, 1 TB Hard Disk with 32" Flat Screen LED Display as per the detailed specifications and with Work Rack as per the detailed technical specifications.	26	Nos.
F	Supply of Client Workstation with Licensed Operating System, Anti Virus, 1 TB Hard Disk with 22" Flat Screen LED Display as per the detailed specifications and with Work Rack as per the technical specifications.	52	Nos.
G	Supply of Media convertor pairs as per tender specifications.	94	Nos.
H	Supply of Poles of 3 m height per tender specifications.	172	Nos.
I	Supply of Poles of 6 m height per tender specifications.	151	Nos.
J	Supply of CABLES (power / OFC & CAT-6), HDPE conduits & G.I. Cable trays required for integrating the CCTV Cameras with the network switches & NVR's incl. cable joints etc.complete in all respects) as per tender specifications . Excavation for trenches shall be in the scope of BPCL.		
i	OFC 12 Fiber	47185	Meters.

ii	STP Cat-6 Cable	14945	Meters.
iii	Power Cable-3 C x 1.5 Sqmm	34875	Meters.
iv	Power Cable-3 C x 2.5 Sqmm	23470	Meters.
v	HDPE Pipe50 mm, as per specifications	47185	Meters.
vi	PVC Pipe 40mm, as per specifications	14945	Meters.
K	Erection, testing & commssioning of Fixed IP Box Cameras (Free issue) as per tender specifications.	185	Nos.
L	Erection, testing & commssioning of PTZ Cameras as per tender specifications .	226	Nos.
M	Erection, testing & commissioning of Layer-2 switches as per tender specifications .	73	Nos.
N	Erection, testing & commissioning of Layer-2/Layer-3 switches as per tender specifications.	26	Nos.
O	Erection, testing and commissioning of NVR, Work stations / monitors & associated software, required for integrating the CCTV Cameras with the network switches as per tender specifications .	26	Nos.
P	Erection, testing & commissioning of Pairs of Media convertors as per tender specifications.	94	Nos.
Q	Erection, testing & commissioning of Poles of 3 m height per tender specifications.	172	Nos.
R	Erection, testing & commissioning of Poles of 6 m height per tender specifications .	151	Nos.
S	Laying, Supervision of back filling the trench , testing & commissioning of CABLES (power / OFC & CAT-6) , HDPE conduits & G.I. Cable trays required for integrating the CCTV Cameras with the network switches & NVR's incl. cable joints etc.complete in all respects) as per tender specifications . Excavation for trenches shall be in the scope of BPCL.		
i	OFC 24 Fiber	47185	Meters.
ii	STP Cat-6 Cable	14945	Meters.
iii	Power Cable-3 C x 1.5 Sqmm	34875	Meters.
iv	Power Cable-3 C x 2.5 Sqmm	23470	Meters.
v	HDPE Pipe50 mm, as per specifications	47185	Meters.
vi	PVC Pipe 40mm, as per specifications	14945	Meters.
U	FINAL INTEGRATION, TESTING & COMMISSIONINGOF THE ENTIRE CCTV system AS ABOVE Complete in all respects , including site training & Complete as-built documentation as per tender specifications .	26	Nos.
V	COMPREHENSIVE AMC Charges for THE ENTIRE CCTV SYSTEM AS ABOVE Complete in all respects , including site training & Complete as-built documentation as per tender specifications at following locations for three years (post warranty).	26	Nos.

Details of Locations of Lot-1:

Sr. No.	Location Name	State	Max .No. of Cameras
Northern Region (NR)			
1	Piyala	Haryana	64
2	Mathura	Uttar Pradesh	64
3	Bijwasan	Delhi	64
4	Lalru	Punjab	32
5	Rewari	Haryana	32
6	Jalandhar	Punjab	64
7	Panipat	Haryana	32
8	Salawas	Rajasthan	64
9	Bhatinda	Punjab	64
10	Kanpur	UP	64
11	Gonda	UP	32
12	Shahjehanpur	UP	32
13	Bharatpur	Rajasthan	32
14	Aonla	UP	64
15	Srinagar	J&K	32
16	Mughalsarai	UP	64
17	Durai	Rajasthan	32
18	Sangrur	Punjab	32
19	Karari	UP	64
20	Kota TOP	Rajasthan	32
21	Baitalpur	Rajasthan	64
Eastern Region (ER)			
1	Barauni	Bihar	64
2	Malda	West Bengal	32
3	Muzaffarpur	Bihar	32
4	Haldia	West Bengal	64
5	Budge-budge	West Bengal	64

Locations are divided into two types i.e. max. 32 cameras and max. 64 cameras based on integration job.

Lot-2 :

S.NO.	DESCRIPTION OF ITEM	TOTAL QTY.	Maharashtra Quantity	Mumbai Qty.	UNIT OF MEASURE (UOM)
A	Supply of PTZ Cameras as per tender specifications.	246	67	21	Nos.
B	Supply of Managed, Industrial Layer-2 switches as per tender specifications.	76	21	7	Nos.
C	Supply of Managed Layer-2/Layer-3 switches (in door application) as per tender specification.	34	9	3	Nos.

D	Supply of NVR & software (Video management) required for integrating the CCTV Cameras with the network switches as per tender specifications	34	9	3	Nos.
E	Supply of Client Workstation with Licensed Operating System, Anti Virus, 1 TB Hard Disk with 32" Flat Screen LED Display as per the detailed specifications and with Work Rack as per the detailed technical specifications.	34	9	3	Nos.
F	Supply of Client Workstation with Licensed Operating System, Anti Virus, 1 TB Hard Disk with 22" Flat Screen LED Display as per the detailed specifications and with Work Rack as per the technical specifications.	68	18	6	Nos.
G	Supply of Media convertor pairs as per tender specifications.	140	41	10	Nos.
H	Supply of Poles of 3 m height per tender specifications.	122	43	10	Nos.
I	Supply of Poles of 6 m height per tender specifications.	316	89	26	Nos.
J	Supply of CABLES (power / OFC & CAT-6) , HDPE conduits & G.I. Cable trays required for integrating the CCTV Cameras with the network switches & NVR's incl. cable joints etc.complete in all respects) as per tender specifications . Excavation for trenches shall be in the scope of BPCL.				
i	OFC 12 Fiber	54360	16679	4061	Meters.
ii	STP Cat-6 Cable	11178	3075	1041	Meters.
iii	Power Cable-3 C x 1.5 Sqmm	42168	12799	2274	Meters.
iv	Power Cable-3 C x 2.5 Sqmm	20632	5857	2435	Meters.
v	HDPE Pipe50 mm, as per specifications	54360	16679	4061	Meters.
vi	PVC Pipe 40mm, as per specifications	11178	3075	1041	Meters.
K	Erection, testing & commssioning of Fixed IP Box Cameras (Free issue) as per tender specifications.	202	56	13	Nos.
L	Erection, testing & commssioning of PTZ Cameras as per tender specifications.	246	67	21	Nos.
M	Erection, testing & commissioning of Layer-2 switches as per tender specifications .	76	21	7	Nos.
N	Erection, testing & commissioning of Layer-2/Layer-3 switches as per tender specifications.	34	9	3	Nos.

0	Erection, testing and commissioning of NVR, Work stations / monitors & associated software, required for integrating the CCTV Cameras with the network switches as per tender specifications.	34	9	3	Nos.
P	Erection, testing & commissioning of Pairs of Media convertors as per tender specifications.	140	41	10	Nos.
Q	Erection, testing & commissioning of Poles of 3 m height per tender specifications.	122	43	10	Nos.
R	Erection, testing & commissioning of Poles of 6 m height per tender specifications .	316	89	26	Nos.
S	Laying, Supervision of back filling the trench , testing & commissioning of CABLES (power / OFC & CAT-6) , HDPE conduits & G.I. Cable trays required for integrating the CCTV Cameras with the network switches & NVR's incl. cable joints etc.complete in all respects) as per tender specifications . Excavation for trenches shall be in the scope of BPCL				
i	OFC 24 Fiber	54360	16679	4061	Meters.
ii	STP Cat-6 Cable	11178	3075	1041	Meters.
iii	Power Cable-3 C x 1.5 Sqmm	42168	12799	2274	Meters.
iv	Power Cable-3 C x 2.5 Sqmm	20632	5857	2435	Meters.
v	HDPE Pipe50 mm, as per specifications	54360	16679	4061	Meters.
vi	PVC Pipe 40mm, as per specifications	11178	3075	1041	Meters.
U	FINAL INTEGRATION, TESTING & COMMISSIONING OF THE ENTIRE CCTV system AS ABOVE Complete in all respects , including site training & Complete as-built documentation as per tender specifications .	34	9	3	Nos.
V	COMPREHENSIVE AMC Charges for THE ENTIRE CCTV SYSTEM AS ABOVE Complete in all respects , including site training & Complete as-built documentation as per tender specifications at following locations for three years (post warranty) .	34	9	3	Nos.

Details of Locations of Lot-2:

Sr. No.	Location Name	State	Max .No. of Cameras
Western Region (WR)			
1	Akolner	Maharashtra	32
2	Bakania	Madhya Pradesh	32
3	Bhilai	Chhattisgarh	32
4	Bhitoni	Madhya Pradesh	64

5	Borkhedi	Maharashtra	64
6	Gaigaon	Maharashtra	32
7	Hazira	Gujarat	64
8	Kandla	Gujarat	64
9	Koyali	Gujarat	32
10	Manglia Depot	Madhya Pradesh	32
11	Manmad	Maharashtra	64
12	Miraj	Maharashtra	32
13	MRT	Madhya Pradesh	64
14	Navagam	Gujarat	32
15	Pakni	Maharashtra	32
16	Rairu	Madhya Pradesh	32
17	Sewree BZ,BO,KC (3 Location)	Maharashtra	64
18	Sidhpur	Gujarat	32
Southern Region (SR)			
1	Vizag	Andhra Pradesh	64
2	Kondapalli	Andhra Pradesh	32
3	Mangalore	Karnataka	64
4	Desur (Belgam)	Karnataka	32
5	Irimpanam	Kerala	64
6	Karur	Tamil Nadu	64
7	Irugur	Tamil Nadu	64
8	Cherlapalli	Andhra Pradesh	64
9	Devangonthi	Karnataka	64
10	Ongole	Andhra Pradesh	32
11	Mysore	Karnataka	32
12	Tirunelveli	Tamil Nadu	32
13	Kakinada	Andhra Pradesh	32
14	Tondiarpet	Tamil Nadu	64

Locations are divided into two types i.e. max. 32 cameras and max. 64 cameras based on integration job.

Since requirements are estimates and not actual demand, BPCL reserves the right to procure 20% additional quantity over and above the estimated quantity under the same terms and conditions, either during the contract validity period or by extending contract validity period further up to three months.

For procurement beyond 20 % additional quantity under the same terms and conditions within the contract validity period or by extending contract validity period, mutual consent of BPCL and concerned vendor will be necessary.

Please note that quantity depicted in the table above is only likely indication of our requirement. Region-wise procurement might vary depending upon actual demand during the tender period and shall be re-allocated between various regions and locations for the same vendor based on actual requirement.

- III.** Prices will remain firm till the entire execution of Order and Annual Maintenance Contract on overall lot-wise lowest quote basis.

IV. Expectations from the proposed system:

Through this tender BPCL wishes to receive bids for installing CCTV surveillance system at its locations as mentioned in the tender. The proposed Video Surveillance system is intended to perform activities as mentioned below but not limited to the following activities:

- To ensure effectively monitoring & surveillance of various areas of the supply plant covering critical operating areas, security gates, perimeter and other critical areas from safety and security point of view by providing an on line display of the video images of the plant at defined places (viz-Control Room, Location In-charge's Room and Security Room).
- To monitor entry and exit of all vehicle and human beings through the main gate.
- To create a tamper proof record of the events being covered by each camera for post event analysis, vendor to confirm that all the recordings will be admissible as evidence in any court of law.
- The system should have SCALABILITY to upload advanced video analytics on the NVR server at later stage. Also the server should be able to support video analytic features available on the fixed IP cameras being supplied by BPCL as free-issue.
- The system should be remotely available over internet to any authorized BPCL user.
- User should be able to easily control every camera through a user friendly interface. Viewing live and recorded videos, export movie evidence should be at ease.
- Easy, future-proof scalability / integration: The system supplied should be scalable for future additions of cameras of any reputed make ON/VIF complaint & network switches & storage capacity & Video analytic software based on open standards.
- The system should have adequate inbuilt tamperproof measures and should generate alarms/alerts.

V. Scope of work for the vendor :

The scope of work includes but is not limited to supply, installation, testing, commissioning, training providing user manual, providing 24 months **warranty** and 3 year **post warranty comprehensive AMC** for the complete solution including all hardware, software, materials, service and support etc at all the **supply points** of BPCL being covered in this tender. The scope of work also includes all necessary cabling / wiring and providing & fixing sockets, allied fittings conforming to respective quality and standard norms for commissioning the proposed system.

The video surveillance system is to be provided at locations given in **Clause-II**

- The proposed surveillance system shall be a hybrid System with distributed architecture.
- The proposed CCTV system's architecture comprise of Box type, IP, Fixed HD cameras, PTZ IP HD cameras, industrial grade 8-port layer -2 managed network switches, media convertors, Non-industrial Managed Layer-2/3 switch to be installed in control room , to be connected with CAT 6 and OFC cables for transmission of signal from fixed and PTZ cameras to the control room having NVR server and workstations for live viewing, recording of the videos. The components shall be powered by UPS supply & connected with power cables.
- Fixed day and Night IP Box Cameras (shall be free issue from BPCL) shall be used at the entry/exit, pump houses & TLF Gantry as specified in the tender. PTZ Cameras shall be placed in the plant area for general surveillance of the operating area / perimeter / external adjoining areas.

- The proposed system shall have control stations at the control room / location in-charge's cabin and viewing stations placed at control room, I/C 's cabin & Security Cabin.
- Network video recorder server (with video management software) for video storage shall be housed in the control room / I/C cabin as applicable in addition to a monitor, a work station, a UPS, a Layer-2/3 switch and a joy stick/PTZ controller.
- The Security Cabin and location In-Charge cabin shall have a monitor with local CPU and a Joystick/PTZ controller for monitoring the video.
- The cameras and other equipments shall be powered through the UPS installed in the control room.
- The proposed system should capture, store and analyze video images.
- The proposed system should allow authorized BPCL users to monitor locally and remotely on a portable/fixed personal computer monitor using IP based Cameras in a bandwidth efficient manner. There should be provision to send SMS on alarms.
- The vendor will commission the network as per the recommended architecture to achieve the system expectations. However, wherever the site conditions mandate a modification in the recommended system, the vendor should seek prior approval from BPCL before executing the job. Optimum speed, data transfer capabilities and video frame rate should be ensured by the vendor while implementing the system. After the system is commissioned, the same shall be demonstrated for all its capabilities to the relevant user department to make them familiar with the system on mutually agreed dates.
- Company reserve the right to vary the items/quantity without assigning the reason thereof.

VI. System Architecture:

The proposed surveillance system shall consist of the following components but not limited to the following:

1. Fixed Day/Night Box type IP cameras (outdoor application)-Free issue
2. High Speed day/Night PTZ IP Cameras (outdoor application)
3. Network Video recorder server (Specifications based on the number of Cameras to be installed at a location)
4. Video Monitoring workstations
5. Video Management software
6. 8-Port, Industrial grade Layer 2 network switches (outdoor application)
7. 24-Port , Layer 2/3 network switch (indoor application)
8. Media Convertors
9. 32" LCD Monitors
10. 22" LCD Monitors
11. 3 KVA UPS for server and field devices
12. Armoured Optical fiber Cable
13. STP CAT-6 Cable
14. Power Cable 3C x 2.5 Sqmm & 3C x 1.5 Sqmm
15. HDPE Pipe for cable laying

- 16. 3M/6M Poles
- 17. Allied accessories

The detailed specifications of the above components are mentioned in the enclosed in Technical Specifications.

VII. SAFETY, SECURITY & RISKS:

Safety ,Security and Risks:

- a. The successful tenderer and his man/men shall abide by all security/safety rules regulations in force at location and the laws, bye-laws and statutes of Government, semi-Government and other local authorities such as requirements/liability under enactments like the Workmen's Compensation Act, Contract Labour Act etc. and the Company shall stand indemnified against any claims on these scores. The successful tenderer and his men shall strictly abide by "no smoking" and other petroleum regulations on the premises.
- b. The successful tenderer should ensure the safety of adjoining property and shall make good any loss to product/property resulting from his negligence.
- c. Hot work is 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 Engineer.

WORKING HOURS:

- a. The work in the existing Company's premises should be carried out during the Company's normal working hours and without obstructing 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.

OTHER CONDITIONS:

- a. The work is required to be carried out in a working Depot, the progress of work is likely to be interrupted on account of operations in such units. Stowage of work under such circumstances shall not entitle the successful tenderer to claim any compensation for idling, machinery etc. during such interruptions.
- b. The successful tenderer shall arrange for at least one competent supervisor to be present at site at all times during the progress of the work, which shall be duly authorized to take instructions and execute them on his behalf.

LOCAL CONDITIONS:

- a. Bidders are expected to be fully informed about all local conditions and factors, related acts and laws prevalent in India.
- b. No claim for financial adjustment to the Contract/Purchase Order awarded under these specifications and documents will be entertained by BPCL.

- c. The successful tenderer shall not subject or assign any part of the work to another party, without the prior written consent of the Company. In any event the successful tenderer will be solely responsible for the work so sublet or assigned.
- d. The bidders shall undertake to ensure due and complete compliance with all laws regulations, rules etc. whether of the Central Government or the State Government or any other competent authority applicable to the workmen employed or whose services are otherwise availed of by the Contractor, whether in connection with the construction work at the site or otherwise. The Employer shall have the right to inspect the records maintained by the Contractor concerning such workman from time to time and the Contractor to produce of the Employer's inspection in order to ascertain whether or not the requirements of all such laws regulations, rules etc. have been complied by the Contractor. In the event of the any contravention of such laws, regulations rules etc. coming to light whether as a result of such inspection or otherwise, the Employer shall have the right to require the Contractor to effect such compliance within such time as the Employer may prescribe in that behalf and in the event of the Contractor failing to effect such compliance within the time prescribed by the Employer then the Employer shall without prejudice to his rights be entitled to withhold from the amount payable to the Contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The Employer shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to the Employer under the contract as result of termination.

VIII. PENALTY CLAUSE:

- i) If the successful tenderer does not complete the work in the stipulated time, the Company reserves the right to recover liquidated damages at 1 % of the total contract value for every week of delay or part there of subject to a maximum of 10 % of the total contract value until the work is satisfactorily completed and handed over. Such damages may be deducted by the Company from any money due to the tenderer and any further amount due from the tenderer shall be paid by the tenderer to the company forthwith.
- ii) 2 % of the comprehensive Annual Maintenance Charges shall be deducted for per week of non-performance of the CCTV system during 3 years of AMC period.AMC period shall start after completion of warranty period of two years. Warranty period of two years shall commence from date of successful commissioning of the CCTV system. **The system shall be considered to be non-performing, if the system uptime, as detailed in clause- down time calculation under clause XXVII, is less than 90%.**
- iii) **In case of non-performance of system, BPCL reserves the right to invoke the Performance Bank Guarantee.**

IX. SITE PARTICULARS:

- a. The intending to be tendered shall be deemed to have visited the site and familiarized him- self thoroughly with the site conditions before submitting the tender. Non- familiarity with the site conditions will not be considered & reasons other for extra claims or for not carrying out the work in strict conformity with the drawings and specifications.
- b. Non-availability of access roads or railway siding or permits for entry of vehicles and equipment to any specific area shall in no case be the cause to condone any delay in the execution of the works or be the cause for any claims or extra compensations.

X. MATERIAL WORKMANSHIP AND SAMPLES:

Materials shall be of approved quality and the best of their kind available and shall generally confirm to IS specification. The contractor shall order all materials required for the execution of work as early as necessary and ensure that such materials are on site well ahead of requirement for use in the work. The work-involved calls for high standard of workmanship combined with speed and to the entire satisfaction of the site engineer.

XI. TOOLS & TACKLES:

Contractor shall provide at his cost all types of construction equipment, crane, tools, tackles and all such materials required for timely completion of job in all respects to the entire satisfaction of engineer in charge.

XII. BOUGHT OUT ITEMS:

Regarding bought out items, tenderer to specify the brand name, Model no., Technical literature along with technical bid. Further the tenderer to specify the makes of sub-components required for the system in technical bid. Tenderer will be responsible for the guarantee of the supplied material and will be responsible for any correction during the guarantee period. Guarantee given by the manufacturer will not be sufficient. All test certificates for bought out items to be produced and submitted to BPCL.

XIII. COMPLETION DOCUMENTS:

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

- a. The technical documents according to which work was carried out.
- b. Test/Calibration reports, Inspection release notes, certifying the details of test / calibration carried out on equipment/materials.
- c. Operations & maintenance manuals of the components of the system
- d. Three sets of as built drawings include Single line diagrams, Cabling layout, earth layout, lighting layout, internal wiring for all the panels, equipment manuals duly approved by engineer in charge
- e. FAT & SAT compliance documents
- f. Commissioning / trail run related documents
- g. Any other documents as stated elsewhere and as per instruction of ENGINEER.

XIV. FAT (Factory Acceptance test), SAT (Site acceptance test), COMMISSIONING / TRAIL RUNS & FINAL COMPLETION CERTIFICATE :

a) **FAT:** The successful vendor shall demonstrate capabilities of the various components of CCTV system to the representatives of owner at the works of vendor before dispatch of system to site

b) **SAT:** After completion of supply & installation of CCTV system at site, a detailed SAT shall be

carried out in line with the technical specifications of the tender on completion of SAT successfully, trial runs shall begun.

c) **COMMISSIONING / TRIAL RUNS** : The system shall be deemed to be commissioned after successful demonstration of trial run of the system for a period of one month from completion of SAT.

XV. SITE CLEANING:

The contractor shall take care for cleaning the site from time to time for easy access to work site and also from safety point of view. Working site should be always kept cleaned up to the entire satisfaction of the engineer in charge. Before handing over any work to owner, the contractor in addition to other formalities to be observed as detailed in the document shall clear the site to entire satisfaction of engineer in charge.

XVI. QUALITY ASSURANCE / QUALITY CONTROL :

Tenderness shall include in his offer the quality assurance program containing the overall quality management and procedure, which is required to be adhered to during the execution of contract. After the award of the contract detailed quality assurance program to be followed for the execution of contract under various divisions of words will be mutually discussed and agree to. The contractor shall establish document and maintain an effective quality assurance system as quoted in recognized codes.

Quality Assurance system plans/ procedures of the contractor shall be furnished in the form of QA manual. This document should cover details of the personnel responsible for Quality Assurance, Plans or procedures responsible for quality control in respect design. Engineer procurement, supply, installation, testing and commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities at all stages of work at site as well as at manufacturer's works and dispatch of materials. The owner or their representative shall reserve the right to inspect/witness review any or all stages of work at shop/site as deemed necessary for quality assurance.

XVII. FINAL INSPECTION:

After completion of all tests as per specification, the work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work are attributable to contractor the contractor at his own cost as and when the owner brings them to his notice shall attend these. The owner shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

XVIII. Bidders OFFICE AT SITE:

The successful bidder shall be provided space at site for storing his materials at his own risk. After the job is over, vendor should remove all the structure, material and hand over the clean site to owner.

XIX. WATER AND POWER

The owner will provide water and power free of cost required for execution of job.

XX. TIME SCHEDULE:

The contractual period of commissioning of the entire CCTV system is **3 months from date of LOI**. The system shall be considered to be commissioned after completion of successful trial runs for one month after completion of SAT. Further the successful bidder is expected to maintain satisfactory operations of the system for 5 years from date of commissioning of the system.

The works shall be executed strictly as per the time schedule. Monthly / weekly construction programs will be drawn up by the engineer in-charge jointly with the contractor based on availability of materials. Work fronts etc. The contractor shall scrupulously adhere to the targets / programs by deploying adequate personnel, construction equipment, tools and tackles and also timely supply of required materials coming within his scope of supply as per contract. In all matters concerning the extent of targets set out in the monthly weekly program and the degree of achievements. The decision of engineer in-charge will be final and binding on the contractor.

XXI. Bidders SCOPE OF SUPPLY:

The items to be supplied by the vendors are following.

- **PROCUREMENT OF COMPONENTS OF CCTV SYSTEM:** All the components as detailed in technical specifications & the spares required during 5 years of operations of the system post commissioning including warranty period.
- **SERVICES:** All the services, manpower required executing the contract up to commissioning, 2 years warranty post commissioning & for comprehensive maintenance of CCTV system for 3 years post warranty period.
- Vendor is expected to depute his personnel at site after award of job & prepare detailed site execution drawings indicating camera/ switches locations & cable routes. Cable sizes & network shall be designed by the vendor based on start or loop network as found optimum by the vendor. The same shall be approved by the location I/C before commencing the work.
- Excavation & backfilling required for trenching & laying of cables only shall be carried out by BPCL. However, cable route shall be marked by the vendor in consultation with Owner and shall depute his supervisor during back-filling activity.
- Location of cameras & cable routes have been marked on the location drawings being made available with this tender. Exact location of cameras shall be finalized at site in consultation with location I/C . Any variations at site within 10 % of distances (cameras / cable route) indicated on the drawing shall be deemed to be included in the rates quoted by the vendor.
- **FREE ISSUE MATERIALS:** Water & power at one source point. Contractor to make suitable arrangements for further distribution. IP fixed cameras shall be provided by BPCL at each of the locations.

XXII. INSURANCE:

Contractor shall at his own expenses carry out and maintain Insurance with reputable Insurance companies to the satisfaction of the Owner till the system is commissioned & handed over .

XXIII. COMPLIANCE TO STATUTORY ACTS & REGULATIONS:

The contractor hereby accepts all liabilities for the due compliance with the provisions of all such applicable acts. The contractor further agrees to defend, indemnify and hold the Owner harmless against any claim, action, suit or proceedings brought against the Owner by the Central and State Authorities and or any person under the said acts

XXIV. SAFETY / SECURITY OF EQUIPMENT / PROPERTY:

The responsibility for the safety, security of the components, materials, equipments brought or installed by the contractor or handed over to him by the owner for the completion of the work will remain with him till acceptance of the work by the owner. Any damage caused to the materials / equipment during the execution of the work will be made good by the contractor at his cost. The owner may require the contractor to have a guarantee / indemnity bond executed for the value of the material supplied to him free of cost as per the terms of agreement.

The contractor should ensure that safety of adjoining property and should make good any loss to product property resulting from his negligence.

XXV. PAYMENT TERMS:

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 in the manner mentioned below.

The payments shall be handled by respective supply points. It shall be the complete responsibility of the vendor to submit the bills timely to the concerned Supply Point Engineer.

a) Supply items:

70 % Payment: After supply at site.

30 % Payment: On successful commissioning of system to the satisfaction of Engineer-In-Charge & **submission of PBG equivalent to 10 % of contract value (excluding AMC charges) valid for 2 years from date of successful commissioning of the system which would be extended till completion of comprehensive AMC period of 3 years post warranty period**

b) Site erection & commissioning activities:

70 % Payment: After completion of erection / site related jobs.

30 % Payment: On successful commissioning of system to the satisfaction of Engineer-In-Charge

c) Comprehensive AMC:

Payment shall be made every quarter on prorated basis by location I/C,

XXVI. Submission of Invoices:

All the Invoices should be addressed in the name of - Respective Supply Plants.

Invoices submitted must at least have following Basic Entries.

- a) Invoice should be addressed as mentioned above
- b) It should have a Serial number and date
- c) Name, address, and registration number of the 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 break-up of the same.

WCT and TDS as applicable shall be deducted as applicable

XXVII. MAINTAINING THE SYSTEM FOR 3 YEARS IN LINE WITH THE PERFORMANCE CRITERIA AS MENTIONED BELOW:

- a. The warranty period shall be of two years and the same will start after successful commissioning of the system. The successful commissioning date shall be certified by the Location engineer.
- b. Vendor shall ensure performance of the system through comprehensive AMC for 3 years after completion of Warranty period of two years.
- c. **All spares/manpower etc including consumables during warranty period of 2 years shall be supplied free of cost by the successful bidder.** For the warranty period and AMC period supply of all equipment shall be from the original manufacturers as per approved vendor list.
- d. The AMC period may be extended further on mutually agreed terms and condition.
- e. During warranty & comprehensive maintenance period, Vendor shall arrange to make 4 Nos. **preventive maintenance** visits in a year (once in 3 months) and **break-down** visits as & when required. The vendor's service engineer will check and service each & every equipment and its accessories and maintain them in good working condition. Any consumables required for servicing the equipments shall be arranged by the Vendor at no extra cost to BPCL.
- f. Vendor is required to submit their detailed plan for maintaining the system after completion of the work, mentioning regular service visits and emergency visits.
- g. The vendor shall develop equipment wise preventive maintenance schedule and submit the same to BPCL for approval. BPCL reserves the right to amend the schedule as per their discretion over which the bidder shall not have any claim.
- h. Vendor shall depute his service engineer within 72 **hours**, whenever a malfunctioning of the system is reported during contract period.
- i. In case of any non-performance based on criteria mentioned, a penalty of 2.0 % per week of the yearly AMC charges shall be deducted from R.A. bills raised by vendor. Vendor shall ensure minimum uptime of 90 %. Process mentioned below.
- j. Web based complaint log-in system to be provided by the contractor for smooth service during contract period.

- k. In case any existing equipment being installed at location becomes obsolete (there is no OEM support to vendor), vendor shall be under obligation to replace the same along with complete accessories during the contract period at no extra cost to BPCL.

DOWNTIME CALCULATION

1. Software to have a feature of uptime calculation. The same should be available in weekly, Monthly, Quarterly & Yearly basis.

One particular Camera shall be considered working only if overall software functions of viewing, recording, alarms, controls etc are working. Otherwise it will be applicable for downtime.

- a. Calculation of Downtime will be as follows:

i. $X = \text{No. of cameras down}$

ii. $Y = \text{Total No. of cameras}$

iii. $\text{Downtime} = X \times 100 / Y$

iv. $\text{Uptime} = 100 - \text{downtime}$

- b. Once Uptime comes below 90%, applicable penalty @ 2% per week of annual comprehensive maintenance charges for the location shall be deducted from quarterly bills.

Example:

If 2 out of 12 Cameras are down continuously for 2 weeks, then:

System Downtime = $2 \times 100 / 12 = 16.6\%$

System Uptime = 83.4 %

View above; since system uptime is less than 90 % for two weeks penalty @ 2 * 2 % (4 % of annual CAMC shall be deducted)

Similarly

If 1 out of 12 Cameras are down for 1 week, then:

Downtime = $1 \times 100 / 12 = 8.3\%$

Uptime = 91.7 %

No penalty shall be charged

XXVIII. EVALUATION/ORDER AWARD CRITERIA:

- a) This tender comprises two lots. Bidders can bid for either Lot-1 or Lot-2 or both the lots. BPCL will award the order to the Bidder whose bid has been determined to be the overall Lowest Evaluated bid Lot-wise. Details of the Lots and Bill of Quantities are as per **clause II** above.

However, Micro and Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small

Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, quoting price within price band of L1+15 percent shall be allowed to supply 20% portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply 20 percent of total tender value.

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

Above clause is in continuation with our Annexure II – General Purchase Conditions – Clause 33.

b) All the requirements as mentioned in **Clause II** above are required to be delivered on Door Delivery Freight paid basis at the BPCL Depots and Installations.

c) The Lowest Evaluated bid will be determined /established after considering total cash outflow to BPCL taking into account Delivery of Cameras and Other accessories by vendors to BPCL Depots and Installations, besides other charges i.e. AMC Charges (3 yrs) post warrantee of 2 years and Installation ,Testing ,Commissioning and Integration, applicable Taxes etc.

c. 1. The Determination /establishment of Lowest Evaluated Bid –In case of involvement of only Indian offer/s:

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

- i) Basic Price (including Packing & Forwarding charges) per UOM (i.e. per No. PTZ Camera, Switches, NVR, Workstations, Media Converters, Poles. Etc. and per Meter for Cables) in Indian Rupee – As quoted by the vendor
- ii) Taxes and Duties – As quoted by the vendor.
- iii) Average Freight Charges- As quoted by the vendor per UOM (i.e. per No. PTZ Camera, Switches, NVR, Workstations, Media Converters, Poles. Etc. and per Meter for Cables) in Indian Rupee for Supply on Door Delivery Freight Paid basis (i.e. Door Delivery at respective BPCL Depots and Installations) including loading, unloading and stacking at locations.
- iv) Octroi Charges- @ 5.5% for quantity required at Mumbai as mentioned in clause II above.

For evaluation purpose, Octroi charges will be considered only for Mumbai requirement. However, Octroi charges if applicable will be re-imbursed against the submission of original documentary evidence for proof of payment of the related octroi.

v) Installation and Commissioning Charges –As quoted by vendor for Installation and Commissioning per UOM (i.e. per No. PTZ Camera, Switches, NVR, Workstations, Media Converters, Poles. Etc. and per Meter for Cables) in Indian Rupee as per Scope of work i.e. Installation, Testing, commissioning, cable laying etc.

vi) Installation and Commissioning Charges for Fixed IP Camera – As quoted by vendor in INR for Installation and Commissioning per Fixed IP Camera (Free issue by BPCL).

vii) Integration Charges – Integration Charges in INR per Location.

viii) Annual Maintenance Contract (AMC) charges –As quoted by vendor for 3 years post warranty of 2 years.AMC charges should be minimum 5 % of the Basic Price, otherwise bids will not be considered for evaluation.

ix) All other terms will be as per Annexure –II (General Purchase Conditions).

x) **Tax set-off benefit:** Cenvat Set-off, VAT Set-off and Service Tax-set off rates will be considered as on tender due date. However, if vendor is a manufacturer in Maharashtra and supplying in Maharashtra, they are entitled for 100% VAT set-off as per Maharashtra Sales Tax rules. For evaluation purpose, set-off on Excise duty and Service Tax will not be considered for evaluation.

Vendors have to quote service tax separately if applicable and they have to show service tax separately in the tax invoice otherwise it will not be payable to vendor. The amount reimbursable towards Service tax to vendors is subject to Reverse Charge Mechanism as per Service Tax Act.

The relevant WCT /TDS as applicable will be deducted from the charges quoted by the successful bidder .Bidder's quoted prices shall be inclusive of Works Contract (WCT) as applicable, till complete execution of the Order/Contract and Owner shall not have any liability, whatsoever on this account.

It is for the Bidder to assess and ascertain the rate of excise duty, education Cess and sales tax/VAT applicable on quoted items. It is clearly understood that Owner will not have any additional liability towards payment of Excise Duty, Education Cess and Sales Tax/VAT which is based on Bidder s wrong assessment / interpretation of applicability of such Excise Duty and/or education cess and / or Sales Tax/VAT.

Conditions for a valid Tax Invoice for claiming Vat Set off are given below:

- a. The words Tax Invoice in bold letters either at the top or at a prominent place
- b. A serial number
- c. The date of the transaction/sale/issue
- d. Description of the goods
- e. The quantity or number of goods involved in the transaction
- f. The price of the goods
- g. The amount of VAT charged on the goods (this must be shown separately)
- h. A declaration certificate.

In case the supplies are made from India, the location from where the supplies shall be made (City and state) may be specified, to determine the applicability of tax structure.

Quantities for Mumbai and Maharashtra are as given above in **clause II**. Quantities of Maharashtra will be considered for VAT Set-off as explained above i.e. if vendor is a manufacturer in Maharashtra and supplying in Maharashtra, they are entitled for 100% VAT set-off as per Maharashtra Sales Tax rules. Quantities for Mumbai will be considered for Octroi loading.

c.2. The Determination /establishment of Lowest Evaluated Bid -In case of involvement of only Foreign offers:

The Lowest Evaluated Bid will be determined /established after considering Total cash outflow to BPCL taking into account the following elements:

- i) FOB price in USD per UOM (i.e. per No. PTZ Camera, Switches, NVR, Workstations, Media Converters, Poles. Etc. and per Meter for Cables) – As quoted by the vendor.
- ii) Average Air Freight charges in USD for supply to Indian Port per UOM (i.e. per No. PTZ Camera, Switches, NVR, Workstations, Media Converters, Poles. Etc. and per Meter for Cables) – As quoted by the vendor
- iii) Marine insurance – By Vendor or his Indian representative @0.1% of CFR. BPCL will reimburse max. @ 0.1% to Indian representative of Foreign Vendor.
- iv) Custom Duties - By Vendor or his Indian representative. BPCL will reimburse to Indian representative of Foreign Vendor.
- v) Port / Handling charges - To be incurred by Vendor or his Indian representative @1% of CIF. BPCL will reimburse max @ 1% to Indian representative of Foreign Vendor.
- vi) Bank charges shall be considered as 0.5% for LC Payment/0.25% for CAD payment or TT payment. Vendor needs to specify their preference for payment mode in Techno-commercial Bid.
- vii) Custom Clearance Charges will be considered as 1% of CIF. To be incurred by Vendor or his Indian representative. BPCL will reimburse max.@1% of CIF to Indian representative of Foreign Vendor.
- viii) Local Average Freight Charges- As quoted by the vendor per UOM (i.e. per No. PTZ Camera, Switches, NVR, Workstations, Media Converters, Poles. Etc. and per Meter for Cables) in INR for Supply from ports on Door Delivery Freight Paid basis (i.e. Door Delivery at respective BPCL Depots and Installations) and includes loading, unloading and stacking at locations.
- viii) Octroi as applicable (presently @ 5.5%) only for required at to Mumbai as indicated above in clause II.
- ix) The foreign vendor s prices shall be arrived at Indian Rupees considering the Exchange rate published by Reserve Bank of India on tender due date.
- x) Installation and Commissioning Charges –As quoted by vendor for Installation and Commissioning per UOM (i.e. per No. PTZ Camera, Switches, NVR, Workstations, Media Converters, Poles. Etc. and per Meter for Cables) in INR as per Scope of work i.e. Installation, Testing, commissioning, cable laying etc.
- xi) Installation and Commissioning Charges for Fixed IP Camera – As quoted by vendor in INR for Installation and Commissioning per Fixed IP Camera (Free issue by BPCL).
- xii) Integration Charges – Integration Charges in INR per Location.
- xiii) Annual Maintenance Contract (AMC) charges –As quoted by vendor for 3 years post warranty of 2 years. AMC charges should be minimum 5 % of the FOB Price, otherwise bids will not be considered for evaluation.
- xiv) All other terms will be as per Annexure –II (General Purchase Conditions)

However BPCL Reserves the right to Place order on FOB or CFR basis.

Any delay or demurrage on account of delay in clearing the consignment will be on vendor's account.

For all items other than supply items, foreign bidders have to quote in INR. Payment for this will be made to the local representative authorized by the foreign bidder.

Vendors have to quote service tax separately if applicable and they have to show service tax separately in the tax invoice otherwise it will not be payable to vendor. The amount reimbursable towards Service tax to vendors is subject to Reverse Charge Mechanism as per Service Tax Act.

The relevant WCT /TDS as applicable will be deducted from the charges quoted by the successful bidder and bidder s quoted prices shall be inclusive of Works Contract (WCT) as applicable, till complete execution of the Order/Contract and Owner shall not have any liability, whatsoever on this account.

It is for the Bidder to assess and ascertain the rate of excise duty, education Cess and sales tax/VAT applicable on quoted items. It is clearly understood that Owner will not have any additional liability towards payment of Excise Duty, Education Cess and Sales Tax/VAT which is based on Bidder s wrong assessment / interpretation of applicability of such Excise Duty and/or education cess and / or Sales Tax/VAT.

Foreign vendors can select for the items they would like to supply from their country in Foreign Price Bids and select for the items they would like to supply from India in Indian Price Bids. However, a vendor cannot quote for the same item in both Foreign and Indian Price Bids.

Foreign Vendors have to mention the items they will be supplying from their country in techno-commercial bid. If vendor quotes in Foreign and Indian price bid for the same item, evaluation will be done on vendor's declaration in techno-commercial bid.

If there is a difference in declaration given by the foreign vendor for the item in the techno-commercial bid and price bid, price bid and its prices will be considered final for evaluation.

- XXIX.** Vendor to quote separately for Installation and Commissioning as per scope of work as indicated above in clause XXVIII. Vendor to confirm whether these jobs would be carried out by vendor themselves or through a service provider in India in the techno-commercial bid. These charges would be part of the evaluated prices.
- XXX.** Vendor to quote Annual Maintenance Charge for 3 years post Warranty separately. Vendor to confirm whether these jobs would be carried out by vendor themselves or through a service provider in India. Annual Maintenance charges would be part of the evaluated prices and shall be minimum 5 % Basic Price or FOB price. Retail HQ will enter a separate contract for AMC with the bidder.
- XXXI.** Vendor can quote either in India Rupees, Foreign currency or on High Sea sales basis. In case of High Sea sales equivalent Indian Rupees will be payable to Indian Vendor as per the payment terms mentioned above. In case of high sea sales vendor has to assist BPCL (Which includes, Preparation of agreement, providing all the relevant documents and endorsing the bill of lading / Airway Bill) in clearing the consignment.

Some basic info on High sea sales for information.

- High Sea sales (HSS) is a sale carried out by the carrier document consignee to another buyer while the goods are yet on high seas or after their dispatch from the airport of origin and before their arrival at the airport of destination.
- HSS is accepted under the import trade control regulation under export import policy.
- HSS contract/ agreement should be signed after dispatch of goods from origin & prior to their arrival at destination. The agreement should be on stamp paper.
- In respect of air shipment, HSS seller should write to the airline / consol agent informing that a HSS agreement has been established with the HSS buyer and that the carrier document should

therefore be considered as endorsed in favour of the HSS buyer i.e. BPCL and further the Import General Manifesto. (should be filed by the carrier in the name of the HSS buyer.

- If the EDI system allows name of HSS buyer to be entered in the system, then there may not be any need to amend the IGM. In this case the B/E is filed in the name of the original importer as the IGM is in this importer name. However , the B/E shows the name of HSS buyer under a separate head in the B/E format. If the system has no provision for showing the name of HSS buyer on the B/E ,then the IGM should be got amended and B/E filed in the name of the HSS buyer.

- In the case of HSS , the CIF value for calculation of duty is taken to be the HSS value.

- HSS is considered as a sale carried out outside the territorial jurisdiction of India. Accordingly, no sales tax is levied in respect of HSS. The customs documents (B/E) is either filed in the name of HSS buyer or such B/E has an endorsement indicating HSS buyer s name.

- The title of goods transfers to HSS buyer prior to entry of goods in territorial jurisdiction of India. The delivery from customs is therefore on account of HSS buyer. The CENVAT credit in respect of CVD paid on import is entitled to HSS buyer.

- HSS goods are entitled to classification, rates of duty and all notification benefits as would be applicable to similar import goods on normal sale.

- HSS is also applicable to goods imported by air. Sea appearing in HSS should not be constructed by its grammatical meaning. As long as the sale is formalized after dispatch from airport / port of origin and before arrival at the first port of discharge / airport at destination, such sale is considered as HSS.

- The stamp paper on which the HSS agreement is executed must not bear the stamp paper purchase date as being post cargo arrival date.

- If the HSS does not mind disclosing original import values to HSS buyer, in such case it is better from custom clearance point of view for the seller to endorse the B/L, invoice , packing list in favour of the HSS buyer. The endorsement should read Transferred on High Sea Sales basis to M/S ----- for a sales consideration of Rupees ----- . Such endorsement should be stamped and signed by the HSS seller.

XXXII. In case of duplication of any clause given in this Special Purchase Conditions and General Purchase Conditions, clauses given in this Annexure of Special Purchase are treated to be valid.

XXXIII. Integrity pact (IP):

Integrity pact (IP) is a pact between BPCL (as a purchaser) on one hand and the prospective bidder on the other hand stating that the two parties shall make certain commitments to each other in regard to ensuring transparency and fair dealings in the purchasing activities of the corporation.

It is mandatory to sign and return our **pre-signed IP document** (with two numbers of witnesses, place & date). This document is essential for binding.

A. Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages

of the Integrity Pact shall be duly signed. Bidder's failure to return the **IP** duly signed along-with the bid documents shall result in the bid not being considered for further evaluation and liable to be rejected.

- B. If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from bidder liquidated damages amount by forfeiting the EMD/ Bid Security as per provisions of the integrity pact.
- C. If the contract has been terminated according to the provisions of the Integrity Pact or if BPCL is entitled to terminate the contract according to the provisions of the integrity pact, BPCL shall be entitled to demand and recover from contractor liquidated damages amount by forfeiting the Security Deposit/ Performance Bank Guarantee as per provisions of the integrity pact.
- D. Bidders may raise disputes/ complaints, if any, with the nominated independent external monitor (IEM) as under:

Name of IEM : Shri Janki Ballabh
Address : Flat no. 605, Vinayak Co-op. Hsg. Scy;
Plot no.8; near Versova telephone exchange,
Versova, Andheri (West), Mumbai – 400 053.
Telephone no. - 022 2635 3456
Mobile no. - 98333 63066

For details, please refer enclosed **IP** pact document.

XXXIV. All the tender documents and Annexures, Techno-commercial and Other Details, Price Bid and declaration forms as well as all uploaded documents (as per clause XXXV below) shall form the part of the tender. Techno-commercial and Other details, declaration forms and Price Bid will be online only. The details of the e-tender process are enclosed as **Annexure V**

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

XXXV. Vendors have to upload a scanned copy (in pdf or jpg format) of the following documents:

- a) Third Party Agency inspection Certificate for Annexure I- Bid qualification Criteria.
- b) Excise Registration/ License (or) Factories License, EN or UL or FCC certification (or) certificate from local chamber of commerce (or) any other related document as mentioned in Annexure I- Bid qualification Criteria.
- c) Manufacturer's Copy of sales invoices, delivery notes or certificate from local chamber of commerce indicating the quantity/date of supply needs to be submitted for confirming that

supplies have been made in the past 2 years as mentioned in Annexure I- Bid qualification Criteria.

- d) Valid agreement with the Authorized Channel Partner or System Integrator if applicable as mentioned in Annexure I- Bid qualification Criteria.
- e) Letters from Manufacturer to Authorized Channel Partner or System Integrator (For association of more than 1 year and participation in the tender) as mentioned in Annexure I- Bid qualification Criteria if applicable.
- f) Back to Back guarantee shall be provided by the camera manufacturer to Authorized Channel Partner or System Integrator as mentioned in Annexure I- Bid qualification Criteria if applicable.
- g) Audited Balance sheet and Profit and Loss account for the last 3 years i.e. 2009-10, 2010-11 and 2011-12 (In English language only).
- h) Copies of sales invoice with corresponding purchase orders, delivery notes or certificate from local chamber of commerce indicating the quantity of supply of 500 PTZ cameras in any one of the last three financial years as mentioned in Annexure I- Bid qualification Criteria.
- i) Performance certificates from the end users from at least 3 locations where minimum of 10 cameras (Fixed IP and PTZ IP) per location have been installed in any one of the last 3 years. The performance certificate should mention that the cameras have completed at least one year of installation and operation.
- j) Details of the Service support in India as mentioned in Annexure I- Bid qualification Criteria.
- k) If Service support is from service provider other than Vendor, a copy of agreement with the Service Provider.
- l) Copy of PAN Card
- m) MSME Registration Certificate (Micro and Small) [if applicable]
- n) Details and documents mentioned in Annexure IV – Technical Specifications.
- o) Vendor's Quality Assurance plan.
- p) Any other document to be uploaded

In addition, vendors have to download the Technical Specifications (**Annexure IV**) and pre-signed copy of Integrity Pact (**Annexure VI**) and upload a scanned copy (in pdf or jpg format) as a token of acceptance of

a. Technical Specifications

b. Integrity Pact (pre-signed) duly signed and witnessed.

Vendors can submit deviation if any in the deviation section provided in the tender with proper justification.

XXXVI. EMD FOREFEITURE AND RETURN OF EMD: EARNEST MONEY DEPOSIT WILL BE FORFEITED IN THE EVENT OF

- i) Withdrawal of offer while the offer is under consideration during the offer validity period.
- ii) Tenderer not accepting our Purchase Order, if placed without prejudice to our rights to recover damages on account of breach of contract.
- iii) Non-confirmation of acceptance of order within the stipulated time after placement without prejudice to our rights to recover damages on account of breach of contract.
- iv) Any unilateral revision made by the tenderer during the validity period of the offer.

EMD of Rs. 10, 00,000/- shall be returned on finalization of the order. No interest on this EMD is payable. EMD amount for foreign vendors shall be refunded based on Exchange rate published by Reserve Bank of India on the date of floating/release of tender in the press.

XXXVII. Call-offs / Purchase Orders – Call offs/Purchase Orders will be placed by Regional Retail Logistics.

Annexure IV

Technical Specifications

Technical Specifications for Integrated Video Surveillance system are attached in the e-tender. Bidders have to download the Technical Specifications and upload the same in the tender digitally signed with a class IIB or above digital signature by the authorized signatory and accept the same as a token of acceptance.

Vendors can submit deviation if any in the technical specifications in the deviation section provided in the tender with proper justification and also upload the required documents in the tender as mentioned in the technical specifications.

Annexure VI

General Instructions to bidders for E-Tendering

1. Interested parties may download the tender from BPCL website www.bharatpetroleum.in (or) <http://eprocure.gov.in> (or) from the e-tendering website <https://bpcl.eproc.in> and participate in the tender as per the instructions given herein, on or before the due date and time of the tender. The tender available on the BPCL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender on-line on the e-tender system available on <https://bpcl.eproc.in>.
2. For registration on the e-tender site <https://bpcl.eporc.in>, you need to download the User Instruction Manual from the site and read it. They shall have to select "Enrollment" and complete the "Supplier Registration Form" by filling in all the information correctly. Kindly remember the login id, password entered therein. After you complete this process, system will generate an e-mail wherein a system generated "Challenge Phrase" will be mailed to you to complete balance registration process.
3. As a **pre-requisite for participation in the tender**, tenderers are required to obtain a valid Digital Certificate of **Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the tenderer.**

In case any tenderer so desires, he may contact our e-procurement service provider M/s. C1 India Pvt. Ltd., Mumbai (Contact no. 91-22-66865600) for obtaining the digital signature certificate. Please note that generally, it takes 5 working days for obtaining a digital certificate after the submission of all required documents / fees.

4. Corrigendum/amendment, if any, shall be notified on the site <https://bpcl.eproc.in> and <http://eprocure.gov.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such tenderers, who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the tenderer. They have the choice of making changes in their bid before the due date and time.
5. Tenderers are required to submit their bid on-line on or before the due date and time of closing of the tender. The general **process for submitting the bid** is as follows:
 - i. Accept the contents of all the following Annexures in toto by clicking on the button provided on the screen below them:

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

- a) Bid-qualification Criteria (**Annexure I**)
- b) General Purchase Conditions (**Annexure II**)
- c) Special Purchase Conditions (**Annexure III**)
- d) Technical Specifications (**Annexure IV**)
- e) General Instructions to bidders for E-Tendering (**Annexure V**)

- ii. In addition, vendors have to download the Technical Specifications (**Annexure IV**), and pre-signed copy of Integrity Pact (**Annexure VI**) and upload a scanned copy (in pdf or jpg format) as a token of acceptance of
 - a. Technical Specifications
 - b. Integrity Pact (pre-signed) duly signed and witnessed.
- iii. Upload a scanned copy (in pdf or jpg format) of
 - a) Third Party Agency inspection Certificate for Annexure I- Bid qualification Criteria.
 - b) Excise Registration/ License (or) Factories License, EN or UL or FCC certification (or) certificate from local chamber of commerce (or) any other related document as mentioned in Annexure I- Bid qualification Criteria.
 - c) Manufacturer's Copy of sales invoices, delivery notes or certificate from local chamber of commerce indicating the quantity/date of supply needs to be submitted for confirming that supplies have been made in the past 2 years as mentioned in Annexure I- Bid qualification Criteria.
 - d) Valid agreement with the Authorized Channel Partner or System Integrator if applicable as mentioned in Annexure I- Bid qualification Criteria.
 - e) Letters from Manufacturer to Authorized Channel Partner or System Integrator (For association of more than 1 year and participation in the tender) as mentioned in Annexure I- Bid qualification Criteria if applicable.
 - f) Back to Back guarantee shall be provided by the camera manufacturer to Authorized Channel Partner or System Integrator as mentioned in Annexure I- Bid qualification Criteria if applicable.
 - g) Audited Balance sheet and Profit and Loss account for the last 3 years i.e. 2009-10, 2010-11 and 2011-12 (In English language only).
 - h) Copies of sales invoice with corresponding purchase orders, delivery notes or certificate from local chamber of commerce indicating the quantity of supply of 500 PTZ cameras in any one of the last three financial years as mentioned in Annexure I- Bid qualification Criteria.
 - i) Performance certificates from the end users from at least 3 locations where minimum of 10 cameras (Fixed IP and PTZ IP) per location have been installed in any one of the last 3 years. The performance certificate should mention that the cameras have completed at least one year of installation and operation.
 - j) Details of the Service support in India as mentioned in Annexure I- Bid qualification Criteria.
 - k) If Service support is from service provider other than Vendor, a copy of agreement with the Service Provider.
 - l) Copy of PAN Card

- m) MSME Registration Certificate (Micro and Small) [if applicable]
- n) Details and documents mentioned in Annexure IV – Technical Specifications.
- o) Vendor's Quality Assurance plan.
- p) Any other document to be uploaded

Vendors can submit deviation if any in the deviation section provided in the tender with proper justification.

In case no. of pages to be uploaded are more, then the same can also be zipped and uploaded. The supporting documents should be serially numbered and total number of pages uploaded, should be indicated.

- iv. Techno-commercial and Other Details, Declaration Forms and Price Bids will have to be filled online.
6. Directions for submitting on-line offers, electronically, against e-procurement tenders directly through internet:
- (i) Tenderers shall have to log on to the website (<https://bpcl.eproc.in>) for submitting their bid.
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (iii) Tenderers are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the tenderer intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - (iv) Once the entire process of submission of on-line bid is complete, the tenderers are required to go to option 'own bid view' through dashboard and take the print of the envelope receipt as a proof of submitted bid.
 - (v) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - (vi) No manual bids/offers along with electronic bids/offers shall be permitted.
 - (vii) It shall be understood that every endeavour has been made to avoid error which can materially affect the basis of Tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on its account thereof. (this should be part of covering letter)
 - (viii) Once the BQ (or) techno-commercial (or) un-priced commercial bids are opened, tenderers can see the list of tenderers who have participated in the bid by logging on to the portal under their user ID and password and clicking on "Other Bids" view.
 - (ix) Subsequently, once the price bids are opened, tenderers can see the rates quoted by all the participating bidders using the same option.

7. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause. It is advisable that tenderers who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
8. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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

1. For system related issues :

- a. M/s.C1 India at contact no. 022-24176419 followed with an e-mail to sachin.torskar@c1india.com.
- b. Procurement Manager of M/s. BPCL at contact no 022-24176209 followed with an e-mail to pravink@bharatpetroleum.in

2. For tender related queries

- a. Procurement Manager of M/s. BPCL at contact no 022-24176209 followed with an e-mail to pravink@bharatpetroleum.in
- b. Procurement Leader of BPCL at contact no 022-24176404 followed with an email to shahbm@bharatpetroleum.in

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

Annexure VI

Proforma Of Integrity Pact

Pre-signed Proforma of Integrity Pact is attached in the e-tender. Bidders have to download the Pre-signed Proforma Integrity Pact and upload the same in the e-tender duly signed and witnessed (2 witnesses sign, Name and Address) as a token of acceptance.

Following Details have to be filled online:

1. Techno-commercial and Other Details:

1	Name of the Tenderer (Company Name) , Office & Factory Address, Tel No & Fax No - Office & Factory, Contact Persons Name, Email ID, Designation & Cell No.	
2	Vendor is a part of Group company (Yes/No) If yes, vendor has to provide details of the parent and subsidiaries (direct or indirect) companies or upload in the tender.	
3	Constitution of the Firm :Sole Proprietor / Partnership – Registered before Registrar of Firms / Partnership – Unregistered / Pvt. Ltd. Co. / Public Ltd. Co. / PSU / Govt.	
4	Year of Establishment or Incorporation/ Registration & Date, Registration No, Registration under which Act	
5	Representative in India and their Contact details if vendor is a Foreign Company.	
6	PAN Card No. , Excise, Sales Tax and Service Tax Registration No. as applicable	
7	MSME (Micro and Small) Registration No. if applicable.	
8	Vendors shall be able to supply at least 100 % of the tender requirements of either Lot-1 or Lot-2 or both the Lots where they are willing to quote. (. Yes/No)	
9	Foreign Vendors to kindly mention the list of items to be supplied from their country as per Bill of Quantities in Annexure III- Clause II.	
10	Foreign Vendors to kindly mention BTN (Brussels Tariff Number) / Custom Classification number of the items to be supplied from their country.	
11	Foreign Vendors to kindly mention Country of Origin.	
12	Please mention "Port of Loading". (Preferably load port should be main airport in your country viz JFK for USA, LHR for UK, Tokyo for Japan, Amsterdam for Netherlands, Zurich for Switzerland, Milano for Italy, Frankfurt for Germany etc.)	
13	Payment Method :Letter of Credit (LC)/ Cash Against Documents /Telegraphic Transfer In case of Letter of Credit (LC), kindly mention the credit period.	
14	Vendor to confirm whether Installation, Testing, Commissioning and Integration as per tender scope of work would be carried out by vendor themselves in India or through another service provider in India. Note: If Installation, Testing, Commissioning and Integration would be carried out by another service provider in India, a copy of agreement with the Service Provider to be uploaded in the tender and detail of the service provider e.g. name, address, e-mail ID and contact numbers to be provided.	
15	Vendor to confirm whether Annual Maintenance contract post Warranty for Integrated Video Surveillance system for 3 years would be carried out by vendor themselves in India or through another service provider in India. Note: If Annual Maintenance contract post Warranty for Integrated Video Surveillance system would be carried out by a service provider in India, a copy of agreement with the Service Provider to be uploaded in the tender and details of the service provider e.g. name, address, e-mail ID and contact numbers to be provided.	
16	Kindly confirm a) If VAT is applicable in the state where your factory is located / supply plant, for the	

	supplied to be made within the same state (Yes/No) b) In case VAT is applicable for the supplies within the state, whether freight charges becomes part of assessable value for working out VAT (VAT is applicable on freight charges also). (Yes/No)	
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Note: In case of any Deviation kindly mention in the Deviation Sheet with proper Justification.

2. Declaration Forms:

DETAILS OF RELATIONSHIP WITH BPC DIRECTORS

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

Part B: Price Bids

Vendors have to fill Price Bids online in the e-tender.