National Highways Authority of India

RFP for Installation and Maintenance of Boom Barriers, Weigh-in-Motion, Static Weigh Bridge at **Bhagan** Fee Plaza at Ch. 53.600 of NH-44 (old NH-1)

VOLUME-I

(Technical Bid)

National Highways Authority of India
PIU-Sonipat,
A3, UGF, Pushpanjali Enclave,
Pitampura, New Delhi-110034

RFP No. NHAI/PIU/SNP/NH-1/M-101/2019
NATIONAL HIGHWAYS AUTHORITY OF INDIA

November, 2019

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Section – I

NATIONAL HIGHWAYS AUTHORITY OF INDIA (NHAI)
(Ministry of Road Transport and Highways)

National Highways Authority of India, PIU-Sonipat
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No. NHAI/PIU/SNP/NH-1/M-101/2019 Dated 15.11.2019

SHORT NOTICE INVITING BIDS (E – tendering mode)

National Highways Authority of India (NHAI), PIU Sonipat , invites online bids with short notice period from experienced firms/organizations to bid for **"Installation of Boom Barriers, Weigh-in Motion, Static Weigh Bridge, etc. at NHAI Bhagan fee Plaza at ch. 53.600 of NH-44 (old NH-I) (Mukarba Chowk to Panipat Section)"** in the state of Haryana.

Estimated Value of Works	Rs. 3,60,22,096/-
Cost of Bid Documents	Rs. 1000/- (non-refundable) in the form of DD favoring National Highways Authority of India payable at New Delhi.
Bid Security	Rs. 7,20,442/-
Minimum Average Financial Turn-over during last 3 years	Rs. 1.5 cr.
Works of similar nature during last 5 years	Single work of Rs. 2.88 cr. or Two works of Rs. 1.80 cr. Each or Three works of Rs. 1.44 cr. Each
Time period of work	90 Days (installation period) + 3 years (service/maintenance period)
Availability of Bid Documents at website	**From 16.11.2019 to 02.12.2019**
Deadline for submission of online Bid	**02.11.2019 upto 1400 hrs**
Opening of Bid (Technical)	**03. 12.2019 upto 1430 hrs**
Opening of Price Bids (Financial)	The date for open of price Bids of technically qualified / successful Bidders / firms would be intimated accordingly.

Other details/ requirement can be seen in the Bid documents. The complete Bid Document & the detailed NIT and document can also be downloaded from NHAI's website http://www.nhai.org or E-tender website www.etender.gov.in. The date and timing of opening the financial bids, which will qualify for the same, shall be informed to the concerned firms. NHAI's discretion for the acceptance/ rejection of bids for awarding the work will be final & binding.

Amendments/corrigendum, if any, would be hosted on website.

NHAI will not be responsible for the delay in online submission of bids, if online Bid-documents uploading issues persists. Authority also reserves the right to accept/reject any or all bids without assigning any reason thereof.

National Highways Authority of India (NHAI) invites online bids from qualified and experienced firms / organizations to bid for the following work:

Name of the Work	EMD in Rs.	Document Fee in Rs. (non-refundable)	Estimated cost in Rs.	Period of Completion	Last date and time of submission
RFP for Installation and Maintenance of Boom Barriers, Weigh-in-Motion, Static Weigh Bridge at **Bhagan** Fee Plaza at Ch. 53.600 of NH-44 (old NH-1)	**7,20,442**	**1,000/-**	**3,60,22,096/-**	**3 months for installation + 3 years (service/maintenance period)**	**02.12.2019 Upto: 1400 hrs**

Bid Documents can be downloaded from NHAI's Website http://www.nhai.org & E-tender website www.etender.gov.in. from 1100hrs on 16.11.2019 to 1400 hrs on 02.12.2019.

The bid complete in all respects including following:

- Tender Document Fee of Rs.1000/- to be paid online to NHAI Account.
  Details of the Bank account is as under:

  Account No : 4126214000001
  Name of Account holder : NHAI, PIU-Sonipat
  Bank Name : Canara Bank
  IFSC Code : CNRB0004126
  Branch Address : Mangolipuri, New Delhi-110034.

  EMD Amount of Rs. **7,20,442**/- in form in the form of bank demand draft drawn in favor of National Highways Authority of India payable at New Delhi.

The bids should be submitted ONLY ONLINE (with all pages sequentially numbered either at the top or at the bottom right corner of each page). Applicants have to submit the online bids through E-tender website www.etender.gov.in. Amendments / Corrigendum, if any would be hosted on the above websites only. NHAI's discretion for the acceptance/ rejection of bids for awarding the work will be final & binding. It should also have an index giving page wise information of above documents. Proposals not submitted as per above mentioned criteria will SUMMARILY BE REJECTED.

Date and time of opening of the Technical bid document at the O/o NHAI, PIU-Sonipat on 03.12.2019 at 1430 Hrs. The date for opening of Financial Bids of technically qualified / successful Bidders / firms will also be intimated to the technically qualified bidders accordingly.

Bids submitted after the deadline date / time shall be summarily rejected.

National Highways Authority of India reserves the right to accept or reject any or all bids without assigning any reason and without thereby incurring any liability to the affected bidders.

Section – II

2 INSTRUCTIONs TO BIDDERS

2.1 INTRODUCTION

The National Highways Authority of India (NHAI) was constituted by an act of Parliament, the National Highways Authority of India Act, 1988. It is responsible for the development, maintenance and management of National Highways entrusted to it and for matters connected or incidental thereto.

Bids are invited by NHAI from established and reliable manufacturers / suppliers/ firms for the work of Installation and Maintenance of Boom Barriers, Weigh-in-Motion, Static Weigh Bridge with its commissioning for measuring the details of vehicles, including system integration thereof and integration with existing systems, if any, and integration with Central data centre for real time data transfer, to ensure end- to-end services on toll plaza along with providing all necessary computers, printers, UPS & any other equipment required for operation of WIM/SWB systems, at NHAI **Bhagan** fee Plaza of NH-44 at ch. 53.600" in the state of Haryana for vehicle loading, structural monitoring and safe operation etc between Mukarba Chowk to Panipat section of NH-44 (old NH-I) in the state of Delhi & Haryana under the jurisdiction of this PIU.

2.2 INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BID

Bidders are advised to study the following procedures carefully before submission of Bids:

1. The bidders are requested to go through the Bid requirements & detailed terms and conditions laid down in the Bid document. They must be fully acquainted with all the terms & conditions before quoting. Acceptance of Bid will be on the basis of the following:

    i. Only owners, who pay the cost of the bid document, can submit their offer.
    ii. Incomplete, conditional offer, offer containing vague and indefinite expression such as "subject to immediate acceptance, conditions apply, subject to condition, authorized to participate etc." will be rejected.
    iii. Bid received telegraphically or by Fax shall not be accepted in any circumstances and the same will be rejected.
    iv. Bid received after due date & time will not be considered.
    v. Not post tender correspondence by the participating owner will be entertained.

2. Bidder should **put full signature in blue ink on all the pages** of the Bid forms.

3. Over writing/white inking of any word/figure in the Bid forms, unless duly Authenticated by the Bidder, are liable to be rejected at the option of the NHAI.

4. The Bid should be submitted only online e-tender portal (http://etenders.gov.in) by the bidders himself or by the authorized representative and NOT though post, courier or ANY BROKER / AGENT.

5. **Online payment and Bid submission facility**

    To participate in the submission of the bid against the RFP, it is mandatory for the Applicants to get themselves registered with the NHAI's e-tender portal (http://etenders.gov.in) and to have user ID & password. For bidders participating in NHAI tenders:

    (a) Registration is free of cost

(b) No tender processing fee

(c) Bidders have to use CLASS III DSC with Signature and encryption component

Following may be noted-

a) Bids can be submitted only during the validity of registration with the NHAI's e-tender portal.

b) The amendments/clarifications to the RFP, if any, will be hosted on the NHAI's website as well as e-tender portal.

c) If the applicant is already registered with e-tendering portal of NHAI and validity of registration has not expired, the applicant is not required to register afresh.

i. For Help, please contact e-tendering Cell and Help Desk Support. Support staff at E-Tendering Help desk shall be available on all week days (Monday to Friday) from 09:30 AM to 6:00 PM except on Gazetted Holidays. Details may be seen on the NHAI website.

ii. Procedure under E-tendering shall be as per Appendix I

6. Website/e-Tendering portal

The detailed tender documents can be viewed and downloaded from the website http://etenders.gov.in or www.nhai.org from 1100 hrs., 16.11.2019 to 1400 hrs., 02.12.2019.

7. **The complete bid document for the package can be downloaded with effect from 1100 hrs., 16.11.2019 to 1400 hrs., 02.12.2019 from the NHAI e-Tendering portal free of cost. To participate for bidding, bidders have to pay non-refundable document fee through online mode only, favouring "National Highways Authority of India". The amendments/ clarifications to the bid document if any will be hosted on the above website only.**

2.3 DEFINITIONS

a) NHAI means National Highways Authority of India.

b) "The Employer" or "The Purchaser" means the National Highways Authority of India.

c) "The Consultant" means agency appointed by NHAI with a stipulated mandate.

d) "The Bidder" means a firm or Consortium which participates in the tender and submits its proposals.

e) "The Products / equipment" means all the equipments and related software, which the Successful Bidder is required to supply to the Purchaser as per this tender.

f) "Successful Bidder" means the Bidder, who, after the complete evaluation process, gets the Letter of Award (LOA). The Successful Bidder shall be deemed as "Contractor" appearing anywhere in the document.

g) "The Letter of Award" (LOA) means the issue of a signed letter by the Purchaser of its intension to award the work mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of signing of Agreement after issuance of Letter of Award.

h) "The Contract" means the agreement entered into between the Employer (NHAI) and the Contractor, as recorded in the Contract Form signed by the parties, including Page 5 of 28 all attachments and appendices thereto, Amendments / Corrigendum and all documents incorporated by reference therein.

i) "The Contractor" means the individual or firm supplying the Goods and Services under this

Contract.

j) "The Contract Price" means the price payable to the Successful Bidder under the Letter of Award for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as "Contract Value" appearing anywhere in the document.

k) Deleted

l) Deleted

m) "Site Acceptance Test (SAT)" is a process of testing the contracted services provided by the Bidder at the site (location) of the Purchase. SAT comprises of Product Acceptance Tests with respect to Technical Specifications and Bill of Materials as specified in this tender, checking the installation, commissioning and integration of sub-components and acceptance of the Training at the site.

n) Deleted

o) "Services" means System Integration, Training and coordinating with the original equipment manufacturer (OEM) for installation, commissioning, system integration and maintenance of proper working of supplied equipments etc.

p) "NIT" is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.

q) "OEM" – means Original Equipment Manufacturer and / or Original Software Developer.

2.4 BID DOCUMENT

The Process and procedures of bidding, the materials to be supplied and the various terms and conditions of this tender are provided in the Bid Document. The Bid Documents include:

i. Section I Short Tender Notice
ii. Section II Instructions to Bidders
iii. Section III General Conditions of the Contract
iv. Section IV Special Conditions of the Contract
v. Section V Scope of Work
vi. Section VI Technical Specifications
vii. Section VII NHAI's formats to be used for submission of proposal and NHAI's formats for Letter of Award/ Acceptance (LOA), Format for submission of Bank Guarantee, Notice to Proceed with the work and Contract Agreement form.

The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender may be rejected by the evaluation committee if any or all the information asked for in this document are not furnished along with the tender or if the tender is not respective with the Bid Document.

2.5 AMENDMENT OF BID DOCUMENTS

At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

2.6 COST OF BIDDING

The Bidder has to bear all the costs associated with the preparation and submission of the bid. Purchaser will, in no case, be responsible or liable for any of the costs, regardless of the conduct or outcome of the bidding process.

2.7 APPLICATION FEE (AF) AND EARNEST MONEY DEPOSIT (EMD)

i. Tender Document Fee of Rs.1000/- to be paid online to NHAI Account.
Details of the Bank account is as under:

Account No	**:**	**4126214000001**
Name of Account holder	**:**	**NHAI, PIU-Sonipat**
Bank Name	**:**	**Canara Bank**
IFSC Code	**:**	**CNRB0004126**
Branch Address	**:**	**Mangolipuri, New Delhi-110034**.

ii. Scanned copy of EMD Amount of Rs. **7,20,442**/- in form of bank demand draft drawn in favor of National Highways Authority of India payable at New Delhi is to be submitted online along with bid documents. The bid submitted without scanned copy of EMD of Rs. 7,20,442/- and / or the application fee will be summarily rejected. However, technically qualified bidders have to submit original DD for EMD amount of Rs. **7,20,442/-** to this office.

iii. The EMD of the successful Bidder will be returned when the successful Bidder has signed the Contract Agreement with the purchaser and has furnished the required Performance Security.

iv. The EMD will be forfeited:

(i) If a Bidder withdraws its bid during the period of bid validity, or
(ii) If the Bidder fails to accept the Purchaser's corrections of arithmetic errors in the Bidder's bid (if any), or
(iii) If the Successful Bidder fails to sign the contract agreement with the purchaser, or
(iv) If the Successful Bidder fails to furnish the Performance Security within the stipulated time.
(v) If the Successful Bidder fails to commence the work after signing the agreement as per criteria mentioned in LOA.

v. The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified.

2.8 BID PRICES

The Bidder shall give the pricing as individual and as a total composite price inclusive of all levies & taxes i.e. Sales Tax, Service Tax, packing, forwarding, freight and insurance etc.

2.9 DOCUMENTS

The Bidders are informed that discount, if any, should be included in the total price.

2.10 BID VALIDITY

The bids shall remain valid for a period of 120 days from the last date of submission.

2.11 ONLY ONE BID PER PARTY

Each bidder is permitted to submit ONLY ONE BID irrespective of whether he is the sole bidder, or the Leader or Consortium. In case it is found that any party has submitted more than one bid for the subject work(s) in any of the above capacities, all bids so submitted shall be summarily rejected and the EMPLOYER shall not entertain any request/ correspondence in this matter.

2.12 SUBMISSION OF PROPOSALS

The following documents should be submitted online:-

1. Bidders shall make online payment for cost of tender documents in the account as mentioned above.
2. While submitting the bid online, bidders shall upload copies of all below documents:
    a. Proof of payment of cost of tender documents (online payment)
    b. Scanned copy of payment of Bid Security/EMD i.e. Demand Draft etc.
    c. Original Power of Attorney for signing of the bid.
    d. Original Power of Attorney for lead member of the JV, if any
    e. Original joint bidding Agreement for JV, if any
    f. Original of Integrity Pact.
    g. Originals of experience certificates.
    h. Proof of registration of firm/company etc.
    i. PAN card Photocopies
    j. GST registration certificate.
    k. An Affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects.
    l. Undertaking: Bidders should not have indulged in corrupt / fraudulent practice and debarred from participation in any bid.
    m. Undertaking: Bidders shall not have any legal/dispute pending with NHAI in the court jurisdiction in India.
3. Technical & Financial evaluation of bid and declaration of result shall be done based on the documents received online after confirmation of Bid Security, BG from the issuing Bank and payment for cost of tender in Authority's account.
4. Bidders shall be asked to submit originals of all documents listed as per point no. 2 (b to m) above after declaration of bid evaluation result by Authority.
5. All the bidders failing to submit the original documents required as per point no. 4 above, shall be unconditionally debarred from bidding in NHAI projects for a period of 5 years.
6. In case L-1 bidder fails to submit the originals as per point no. 2 (b to m), the bidding process shall be annulled and tenders shall be re-invited.
7. The Bids and all correspondence and documents relating to the bids, shall be written in the English language.
8. The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

2.13 LOCAL CONDITIONS

Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.

The Bidder is expected to visit and examine the site location and its surroundings and obtain all information that may be necessary for preparing the bid at their own interest and at their risk & cost.

The Bidder and any of their employees / agents / subcontractors will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder and any of their employees / agents / subcontractors will be responsible for any personal injury (whether fatal or otherwise), loss of or damage to life, properly and other loss damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Award as described in the bidding documents. The Purchaser shall not entertain any request for clarification from the Bidder regarding such local conditions.

2.14 CONTACTING THE PURCHASER

Any effort by a Bidder influencing the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

2.15 ELIGIBILITY / PRE-QUALIFICAION CRITERIA

Bidders that meet ALL of the following pre-qualification criteria need only apply :

(I) The bidder has average annual turnover of Indian Rs. 1.50 Cr. per year in the last three years ending 31st March of the previous financial year. Documentary proof needs to be submitted for the above in the prescribed format duly certified by a Chartered Accountant.

(II) The bidder must have successfully implemented / completed single project worth Rs. 2.88 cr or two works each worth Rs. 1.80 cr or three works each worth Rs. 1.44 cr in the past 3 years in the field of Installation of Boom Barriers, (sensor based Weigh in Motion (WIM) & sensor based Static Weigh Bridge (SWB) devices for measuring the details of vehicles such as gross weight, axle load, types of vehicles etc.) including associated accessories at Highway Fee Plazas. (completion certificate from employer / purchaser shall be enclosed)

2.16 SCHEDULE OF EVENTS

The tentative dates for the schedule of key events of hits tender are given as under:

Sl. No.	Events	Date
01	Last date and time of proposal submission	**02.12.2019 upto 1400 Hrs.**
02	Date and time of opening of the Technical bid document at the O/o NHAI, PIU-Sonipat.	**03.12.2019 at 1430 Hrs. or on subsequent working day (in case of holiday)**

2.18 OPENING OF PROPOSAL

The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening shall be as follows:

i. Application fee and Earnest Money Deposit (EMD)
ii. Pre-Qualification & Technical Proposals
iii. Financial Proposals

2.19 EVALUATION

NHAI reserves the right to modify the Evaluation Process at any time during the Tender Process,

without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

Anytime during the process of evaluation, NHAI may seek for clarifications from any or all Bidders.

2.20 DECIDING AWARD OF CONTRACT

NHAI reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal. The Bidder has to present the required information to NHAI and its appointed representative on the date asked for, at no cost to the Purchaser. NHAI's discretion for the acceptance/ rejection of bids for awarding the work will be final & binding.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount mentioned in words will prevail.

The Purchaser/ NHAI will notify the Successful Bidder on its intention to award the work through "Letter of Award" mentioning the total Contract Value. The timeline for delivery of products and Service will start from the date of signing of Agreement after issuance of Letter of Award.

The Purchaser/ NHAI will subsequently send the Successful Bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties. As soon as practically possible, following receipt of the Form of Contract Agreement, the successful Bidder shall sing and date the Form of Contract Agreement and return it to the Purchaser/ NHAI. This is deemed as the "Contract" or "Contract Agreement" defined elsewhere in this tender document.

The contract will be awarded on least cost basis.

2.21 GENERAL INSTRUCTIONS TO THE BIDDERS

The Cost of preparing a proposal, cost involved for the technical presentation and of visits to the offices of NHAI (if any) and site etc. is not reimbursable.

The remuneration, which the Successful Bidder shall receive from the contract, will be subject to normal tax liability in India.

All cutting, overwriting in the proposal should be authenticated by the initials of the authorized signatory. In case of any calculation error the unit rates would prevail. The amount will also have to be written in words.

Successful bidder must ensure his establishment in India for post-installation services and support.

Canvassing in any form will lead to disqualification of the bid.

2.22 CONFIDENTIALITY

The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only of the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

As used herein, the term "Confidential Information" means any written information, including without intimation, information created by or for the other party, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

At all times during the performance of the Services, the Bidder shall abide by all applicable NHAI's security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.

Section – III

3 GENERAL CONDITIONS OF THE CONTRACT

3.1 SPECIFICATIONS

The Products / equipment supplied under this contract shall conform to the Technical Specifications given in this tender under Section – VI.

3.2 PERFORMANCE SECURITY

The Successful Bidder will be required to furnish performance security in the form of Bank Guarantee issued by a Nationalized / Scheduled Bank in India equivalent to 10% of the Contract Value and valid for a period of 28 days after the date of expiry of warranty period of 39 Months.

3.3 Bank Guarantee

A. The bid security shall be either in the form of a Bank Guarantee or Demand Draft receipts, in the name of the Employer, from following banks would be accepted:-

i. State Bank of India or its subsidiaries,
ii. Any Indian Nationalized Bank
iii. IDBI or ICICI/ICICI Bank
iv. A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank.
v. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.

B. The acceptance of the guarantees shall also be subject to the following conditions:-

i. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI.
ii. The bank guarantee issued by a Cooperative Bank shall not be accepted.

The Performance Security shall be as per the formats given in Section-VII.

The Performance Guarantee shall be payable to the Purchaser as a compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. The Purchaser will discharge the Performance Security after completion of the Bidder's performance obligations, including the warranty obligations, under the contract.

3.4 DELIVERY OF MATERIALS AND RELATED DOCUMENTATION

Delivery, Installation and Commissioning of the materials along with the related documents as per Scope of Work Section (Section V) and Technical Specification Section (Section VI) is the responsibility of the Bidder.

The Successful bidder shall submit all the Software Kits (CDs), License Papers, Warranty/Guarantee Papers and any other relevant documentation related to the supplied products to the Purchaser along with the supplied products / equipment.

3.5 WARRANTY

The Bidder is required to provide on-site comprehensive warranty valid for 39 months for all supplied equipments & associated accessories including software etc after completion of successful installation and commissioning of the system/ work in prescribed time period. This warranty will be for all equipments& associated accessories including software etc.

The Bidder shall warrant that all the equipment & associated accessories etc supplied under the contract is newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Bidder that may develop under normal use of the supplied equipments & associated accessories etc in the conditions prevailing across the country.

The Bidder shall quote for comprehensive on-site warranty for one year, which shall become effective after the Final Acceptance Sign-off. The cost, including visits of the engineers, etc. shall be quoted as part of the individual equipment prices. No separate charges shall be paid for visit of engineers or attending to faults and repairs or supply of spare parts.

NHAI shall promptly notify the Bidder about any claims arising under this warranty. Upon receipt of such notice, the Bidder shall repair / replace / reconfigure / re-provision the defective equipment or service. Replacement under warranty clause shall be made by the Successful Bidder free of all charges at site including freight, insurance and other incidental charges.

The Bidder shall, at the time of submitting the bid submit the Technical Proposal specifying how the Bidder proposes to carry out repair under Warranty. The Bidder shall also indicate what spares will be kept in different locations. The infrastructure planned to be created by the Bidder to fulfill his obligations under Warranty and his action plan to deal with the various situations arising out of hardware and software faults shall be clearly indicated.

If the Bidder, having been notified, fails to remedy the defect(s) within the period specified, NHAI may proceed to take such remedial action as may be necessary at the Bidder's risk and expense and without prejudice to any other rights, which NHAI may have against the Bidder under the contract.

3.6 PAYMENT TERMS

For the supply, installation, commissioning, testing, training and warrant & maintenance period of 36 Months; Payments will be made in Indian Rupees only.

Payment will be made on receipt of invoice, after successful installation, commissioning and site acceptance test. Payment during maintenance period shall be made upon receiving certification from Independent/Authority's Engineer for proper functioning & operations of the equipments installed.

3.7 PRICES

The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment.

3.8 PURCHASER'S/ NHAI'S RIGHTS

The Purchaser/ NHAI reserves the right to make changes within the scope of the Contract at any point of time.

The Purchaser/ NHAI reserves the right to accept or reject any bid, and to annul the bidding process

and reject all bids, at any time prior to award of contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's section.

3.9 TIME SCHEDULE TO COMPLETE THE CONTRACT

The Successful bidder shall complete the assignment for installation of Boom Barrier, SWB & WIM within 90 days from the date of issue of Proceed with Work.

The Successful bidder shall ensure that the delivery of Products / equipment and / or the delivery of the services are in accordance with the time schedules.

In case of any deviation from the schedule, the Purchaser reserves the right to either cancel the Contract and / or recover Liquidated Damage charges.

The Successful Bidder, if faced with problems in timely delivery of services, which have dependencies on the Purchaser, which are beyond their control at any time before the Final Acceptance Sign-off, shall immediately inform the Purchaser in writing, about the causes of the delay and tentative duration of such delay etc. The Purchaser, on receipt of such notice, shall analyze the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.

Any delay by the Successful Bidder in the delivery of Products / equipment and / or the services will make the Successful Bidder liable to any or all the following:

i. Forfeiture of Performance Bank Guarantee
ii. Imposition of Liquidated Damage Charges
iii. Termination of the contract for default.

3.10 LIQUIDATED DAMAGES

If the Bidder fails to deliver any or all of the equipment or to perform the services within the time period(s) as specified above, NHAI shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, NHAI may consider termination of the contract.

3.11 FORCE MAJEURE

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any the parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

If a Force Majeure arises, the Bidder shall promptly notify NHAI in wiring of such condition and the cause thereof. Unless otherwise directed by NHAI, the Bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

3.12 TERMINATION

Termination on expiry of the CONTRACT: The Agreement shall be deemed to have been

automatically terminated on the expiry of the Contract period unless the NHAI has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.

Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure.

Termination on account of insolvency: In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then NHAI shall, by a notice in Writing have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand terminated forthwith.

Termination on account of breach of contract: A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 07 days of receipt of the Purchaser's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.

Termination for delay: Successful Bidder shall be required to perform all activities / services within time as per LOA/letter to precede the work. If the Successful Bidder fails to do so, the Contract may be terminated by NHAI giving 07 days written notice unless NHAI has extended the period with levy of Liquidated Damages, as per clause mentioned in tender documents.

NHAI may at any time terminate the Contract by giving 07 days' notice without assigning any reason.

Consequences of termination: In all cases of termination herein set forth, the obligation of the NHAI to pay shall be limited to the period upto the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action for forbearance after such termination.

3.13 ARBITRATION

The procedure for arbitration will be as follows:

(a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist or 3 arbitrators one each to be appointed by the Employer and the Contractor, The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach appointed subsequently, the Presiding Arbitrator shall be appointed by the Council of Indian Road Congress.

(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Council of Indian Road Congress shall appoint the arbitrator. A certified copy of the order of the Council of Indian Road Congress making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be in accordance with the fee structure stated in NHAI Policy circular no. Admn./Finance (176/2016) notified by letter No. 11041/217/2007-admn dated 24th May, 2016 and the signing of the contract shall be the acceptance of the above fee structure by both the parties. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself.

(e) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

3.14 GOVERNING LAWS AND JURISDICTION

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the jurisdiction of the courts at New Delhi.

4 SPECIAL CONDITIONS OF THE CONTRACT

4.1 DEFINITION

These conditions given in this Section IV, supplement the "Instructions to the Bidders" given in Section II & "Commercial and Legal Conditions of the Contract" given in Section III and in case of any conflict, the conditions given herein shall prevail over those in Sections II and III.

4.2 EQUIPMENTS AND SUPPORTING SOFTWARE

All the equipments to be supplied shall conform to the relevant technical specifications as mentioned in Section VI of this document.

4.3 SITE ACCEPTANCE TESTS (SAT)

The Purchaser/ NHAI shall carry out all the tests detailed in the Acceptance Test Schedule to be furnished by the Contractor to confirm that the performance of the different modules, sub systems and the entire installation satisfies the specification requirements. The Purchaser reserves the right to include any other tests which in his opinion is necessary to ensure that the equipment meets the specifications.

The Purchaser reserves the right to ask for modifications / additions to the Site Acceptance Test Procedure at any point of time till the Site Acceptance sign-off of each location.

The Site Acceptance Tests shall cover the intended functioning of the equipments with proper integration with other sub components and related/ associated software.

The Contractor shall carry out the Site Acceptance Tests in the presence and supervision of the Purchaser or its designated representative or its designated agency at each site. Contractor, at its own cost, shall provide the testing equipment / instruments / software programs necessary for performing and demonstrating the Site Acceptance Tests.

The Purchaser/Purchaser's representative or its appointed testing authority shall supervise the tests at each site, as described in the Site Acceptance Test Procedure and performed by the contractor to confirm that the complete solution at each site satisfies the requirement of specifications including the service performance.

The Contractor shall rectify all deficiencies immediately, if found, in the performance of the system as per the requirement during the Site Acceptance Tests, at **no cost** to NHAI.

Any components or modules failing during the acceptance tests shall be replaced free of cost by the Contractor. These replacements shall not be made out of spares supplied by the Contractor as part of supplies under this Contract. This shall also not entitle the contractor to any extension of completion time.

The cost of all test and / or analysis shall be fully borne by the contractor. Material put up for inspection shall be those to be supplied and in quantities laid down in the Schedule of Quantities. Any variation shall require the prior approval of the Purchaser before the material is manufactured /offered for inspection.

All material brought to site shall be permitted to be erected only after inspection and acceptance by the

Purchaser.

The completed installation at all stages shall be subjected to checks and tests as decided by Purchaser. The contractor shall be liable to remedy all of such defects as discovered during these checks and test and make good all deficiencies brought out. The complete installation shall be taken over finally on successful commissioning in entirely.

4.4 CONSIGNEE AND SECURITY OF MATERIAL

Security of all material in the section where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from theft/pilferage/vandalism etc. The cost of providing such security shall be deemed included in the offer, whether or not explicitly mentioned so. In the event of any loss the contractor shall be responsible for the same. The contractor shall insure the materials. Any stores lost, prior to formally taking over by the Purchaser/ NHAI, shall be made good by the contractor at no cost to the Purchaser/ NHAI.

Section – V

5 SCOPE OF WORK

5.1 GENERAL

The National Highways Authority of India (NHAI) is responsible for the development, maintenance and management of National Highways entrusted to it and for matters connected thereto. NHAI is also responsible for management of corridors which also includes collection of toll fee from the road users on completed stretches of National Highways.

NHAI intends to install Boom Barriers, Weigh-in-Motion, Static Weigh Bridge including system integration thereof and integration with existing systems, if any, and integration with Central data centre for real time data transfer, on toll plaza along with all computers, printers, UPS & any other equipment required for operation of WIM/SWB systems, at NHAI **Bhagan** fee Plaza of NH-44 at ch. 53.600" in the state of Haryana.

5.2 SUPPLY

Supply of all equipment, material, components, accessories, mounting hardware, software, wires and cable for connection, wire ways, cable conduit and trays, equipment racks, nuts & bolts, etc.

5.3 INSTALLATION & WIRING

Installation & wiring of all equipment, components and accessories of sub-systems.

5.4 INSTALLATION PRACTICE AND METHOD OF WORK

The work shall be executed to the highest standards using best quality material. The system design shall use state-of-the art techniques/tools. The contractor shall ensure that the entire specification is complied with. It shall be the responsibility of the contractor to demonstrate compliance of technical as well as functional specifications. Meeting individual requirements shall not be deemed as meeting the overall efficient functioning of the total system

The completed installation shall be subject to checks at all stages and tests as prescribed in the bid or as deemed necessary by the Employer. The same shall be done by the Purchaser and the contractor shall be liable to rectify such defects as brought out by the Purchaser during these checks and tests and make good all deficiencies at his own cost.

5.5 COMPREHENSIVE WARRANTY

The contractor will be required to maintain the installed systems for the period of 36 Months after completion of successful installation and commissioning of the system/ work in prescribed time period. The Maintenance / Warranty period of 36 Months may also be extendable on its expiration, if required, on mutually agreed terms and conditions as to be decided later.

5.6 WARRANTY TERMS AND CONDITIONS

The Contractor shall be solely responsible for the maintenance, repair of the whole system supplied and integrated and NHAI shall not be liable to interact with any of the partners/ collaborators or subcontractors of the Contractor.

The Contractor shall have adequate Technical Support Centers to meet the criteria for fault restoration/faulty unit repair times as mentioned in the Section-V. The Contractor shall furnish the names, locations, complete postal address, Telephone numbers, FAX numbers and e-mail address of all Technical support Centers at the time of signing the Contract.

The Contractor shall also provide the name of alternate contact person or Technical Support Center with address, telephone /FAX no. and e-mail address, which may be contacted by NHAI or its authorized agency staff for support in case of no response/poor response from the designated Technical support center. This, however, shall not preclude NHAI from imposing the penalties, if any, as applicable as per the terms & conditions of this tender.

Any change in Address and e-mail address, Phone number, FAX Number etc shall have to be intimated in writing by the Contractor to the concerned In-charge of the NHAI at the earliest. If the in-charge of the NHAI is unable to report the faults to the normally assigned Technical support Center due to the change of phone number etc. the fault will be reported (as per provision of above Paras) and the Contractor shall be responsible for rendering all the maintenance support services to the affected station as per the terms and conditions of this Agreement.

6. TECHNICAL SPECIFICATIONS

6.1 System Basic Requirement

6.1.1 GENERAL

This Specification lays down the general, functional and technical requirements of Metallic Bending plate sensor based Weigh in Motion (WIM) device/ SWB/ Boom Barriers along with its accessories & associated equipments with software etc. to be used at site on "NHAI's **Bhagan** fee Plaza of NH-44 at ch. 53.600" in the state of Haryana (Site key map & work location map attached at **Appendix I & II** for reference purpose). Bidders may make prior visit of the site at their own cost and risk to get acquainted with site geography and location.

6.1.2 GENERAL REQUIREMENT

(a) The devices shall be resistant to vandalism and be weather-proof.
(b) The device should have waterproof housing and hood to protect from direct sunlight.
(c) The devices fixed at site shall have easy accessibility for maintenance purposes while being protected from unauthorized access.
(d) The contractor shall configure the system such that the authorized person of NHAI can login to the given IP address and access the data through internet.

6.2 WEIGH IN MOTION (WIM)

6.2.1 FUNCTION

To check and record the passage of vehicles by measuring the details of vehicles such as gross weight, axle load, types of vehicles passing through with time& date etc. , also to indicate & to record for those vehicles (more than 4 axles/ total 14 wheels) having load/ weight more than specified category /load/ weight etc. with data backup & report generation system

6.2.2 SYSTEM CONFIGURATION

The system shall comprise Metallic Bending plate sensor based Medium speed Weigh in Motion (MSWIM) device along with its accessories & associated equipments with software etc. for twenty four lanes (12 LHS+12 RHS) of Baghan fee plaza for vehicle loading, structural monitoring and safe operation etc. between Mukarba Chowk (Ch. 15+500) to Panipat (Ch. 86+000) section of NH-44 (old NH-I) in the state of Delhi & Haryana with its commissioning. The system shall also facilitate arrangement of flash blinker with buzzer sound indicating for those vehicles (more than 4 axles/ total 14 wheels) having load/ weight more than specified category /load/ weight (up to 4 axles/ total 14 wheels) etc. with network point to point connection from WIM device to server room having computer located at approximate distance of 250 meter & connection with 2 no flash blinkers with buzzer sound, data recorder with 2TB HDD, with report generation along with associated accessories & equipments with software etc.

6.2.3 DETAILED SCOPE OF WORK

Providing Services of Weigh-in-Motion (WIM) including the required civil and electrical work:

a) As per the amendment dated 16.12.2013 to the Fee Rules, any mechanical vehicle which is loaded in excess of permissible load for its category shall not be permitted to use National Highways or cross the Toll Plaza until the excess load has been removed from such vehicle and the driver or owner or

a person in charge of such vehicle shall be liable to pay fee, for entering the overloaded vehicle on National Highways to the toll collecting agency, equal to 10 times the fee applicable to such category of mechanized vehicle.

b) For effective implementation and enforcement of the above provision of Fee Rules, the Contractor shall provide a WIM system on specified toll plaza, fully integrated with the Toll Management System, along with all accessories / software.

c) The WIM system shall be able to provide data to the Toll system / ETC System.

d) WIM shall be able to work as a stand alone system and store the Axle and Gross Weight data for each vehicle, in standalone Controller / Lane PC, for further auditing and analysis.

e) The WIM system shall be able to send the WIM data for all vehicles simultaneously to the central data center designated by NHAI.

f) The Contractor may be asked to provide the service for WIM systems at designated BOT based Toll Projects at same quoted prices with same scope of work as mentioned is this RFP, provided such order is placed on Contractor within 6 months of issue of LOA to Contractor.

g) Technical Specifications of WIM for Medium Speed WIM in ETC Lanes

Contractor shall provide Bending Plate WIM for Medium Speed application to be used in ETC lanes with following specifications:

Platform size dimension	1750 mm x 60 mm
Capacity of the Platform	30 Ton/Axle
Structure	Plate - MS Duly certified for Structural Analysis And Design (STAAD)-III complying BIS 2062
Stationary Accuracy	±0.05% FSR
In Motion Accuracy	±5% FSR up to speed 50 Km/h; and
Maximum passing speed	50 Km/ h
Overload capacity of the platform	150% of rated capacity
Protection Class	IP 68, Operational Temp: -10 to 65 Degrees
Vehicle separator	IR Based curtain with minimum 24 sensors –housed in Stainless steel pillars with proper sealing Axle counting
Size of IR Curtain	440 mm x 1500 mm
Range of IR Sensors	7 meter
Controller Housing	Water/ weather proof with anti-rust coating; IP65 rated
Compliant	Legal Metrology Act 2009 (1 of 2010) & Rules framed there under from time to time, duly stamped & sealed by W&M Department
Approval/ Certification	Type/ Model/ Third party approval for accuracy level by Government approved Test Laboratory/ Model approval / IIT / NPL
Re-calibration/ Stamping & Verification	Every 6 (six) months
Downtime allowed for Periodic Maintenance	Maximum 8 (Eight) hour/ Quarter

h) Technical Specifications of Bending Plate WIM - Indicator:

i LED display housed in IP55 or better rated enclosure.
ii 6 digit > decimal point
iii W&M Department approved model
iv Self diagnostic load cell check function
v Should be able to count single transaction up to 10 axle vehicle

6.2.4 System Integration of WIM with Toll Management Systems (ETC/Non ETC) already provided by other Contractor:

The Contractor shall also be responsible for system integration of Weigh-in-Motion with ETC equipment / toll system software, such that:

a) The Gross Vehicle Weight of vehicles approaching the toll booth is automatically detected without the vehicle having to stop and also in Stop & Go scenarios.
b) This detected weight shall not be displayed on the computer terminal of toll collector until the Toll Collector Classifies the vehicle.
c) If the vehicle is found to be overloaded based on Toll Collector Classification, the Weight information shall be displayed as "Overweight Warning" and appropriate toll receipts with 10 times the fare, shall be generated automatically.
d) The excess fee charged against such overloaded vehicles shall also be separately printed on toll fee receipts of such vehicles.
e) In case of ETC Lanes, the Contractor has to work with ETC system provider so that the WIM shall be able to give weight information to the ETC system, in mutually agreed format.
f) The WIM controller shall be able to work and also store the data independently of the Toll Controller / Server and shall also send the WIM data for each transaction to the Central Control Room as designated by NHAI.
g) MIS reports shall be available for NHAI, on numbers of overloaded vehicles crossing any toll plaza as per prescribed format.

6.2.5 To undertake & complete all required civil & electrical work:

The Contractor is supposed to undertake all civil / electrical works, at his own cost, required for provision of the said services, except major civil works such as PQC & Canopy of Toll Lane Area.

Specification:

PQC Grade: M30
Baucheme Grade: Super Drying Agent
Existing surface on the Toll Plaza area are with a Gradient of up to 3%.

6.3 STATIC-WEIGH-BRIDGE (SWB):

In each direction of traffic, after the toll plaza, in a separate area having facility of parking of overloaded vehicles, a Static-Weigh-Bridge is required to be installed, for ensuring that an overloaded vehicle do not move further on the National Highway. As soon as a vehicle passes through the Weigh-in-Motion system in the toll lane and is detected to be overloaded, the vehicle is directed to move towards the designated area after charging appropriate fee for entry of overloaded vehicle on the NH. The vehicle is weighed again on the SWB for confirmation of the Overload weight. The overloaded vehicle is allowed to park in the designated area and unload some of the material to bring the load to the permitted level. On the declaration of the driver of such vehicle that extra load on the vehicle has been removed, the vehicle is weighed again on the SWB for confirmation of the permissible Gross Vehicle Weight before it is allowed to move further on the National Highway.

The SWB system shall be able to capture Toll Transaction Number with Date and Time, Vehicle

Registration Number, Category of Vehicle, Permissible Weight, and Gross Vehicle Weight along with date/ time of weighing, and the receipt printed by the SWB system shall contain these information. This system shall also be integrated with the toll system and generate a closure report.

6.3.1 Technical Specifications of SWB

Minimum Technical Specification to be adhered by the Contractor for SWB shall be as under:

Type	Site specific (with Pit)
Body	Modular design, Full Platform
Size	18 meter x 3 meter
Capacity	120 Tonnes
Structure	I-Beam; Duly certified for Structural Analysis And Design (STAAD) -III complying BIS 2062
Top plate thickness	10 mm or more – Steel as per BIS 2062
Number of Load cells	8
Type of Load Cells	Compression Type – Stainless Steel 17-4 Ph
Protection Class for the Load Cells	IP 68 or better, Operational Temp: -10 to 65 Degrees
Protection Class for the Weighing Indicator	IP 65 or better, Operational Temp: -10 to 65 Degrees
Overload capacity	150% of rated capacity
Accuracy Class	OIML - C-IV
Accuracy Tolerance	Up to 0.02%
Painting	Anti-rust & anti-corrosion painting
BIS Specification	IS-9281(Part-III)
Compliant	Legal Metrology Act 2009 (1 of 2010) & Rules framed thereunder from time to time - Duly sealed by the Weights & Measures
Approval/ Certification	Type/ Model/ Third party approval for accuracy level by Government approved Test Laboratory/ Centre / IIT/NPL/W&M

6.3.2 System Integration of SWB with Toll Management System:

The Contractor shall also be responsible for system integration of SWB with ETC toll system software, such that :

a) The SWB system shall be connected with Toll Plaza system and shall be able to pull out the transaction of the Overweight vehicle, based on the Transaction Number from Toll fee receipt.
b) The SWB station shall have a CCTV camera for capturing image of vehicle while weighing.
c) After the vehicle weight is checked at SWB, the SWB system supervisor shall be able to confirm or remove the Overweight comment on that vehicle.
d) If the vehicle is found to be overloaded, than the SWB system shall confirm the Overweight comment in the Toll transaction and the transaction shall be closed for Cash up with excess overweight fee.
e) In case the vehicle weight is found to be under permissible limits, the SWB system shall be able to remove overweight comment from the Toll Transaction and the transaction shall be closed for Cash up without the excess overweight fee.
f) The SWB transactions shall be linked with the Toll transactions and saved in the same Toll Plaza server for easy accessibility & audit.
g) The SWB shall be enabled with Hand held RFID Reader for confirming weight of ETC enabled vehicles.
h) In case the ETC vehicle in found underweight, the SWB system shall be able to generate charge back transaction.
i) Monthly MIS reports shall be available for NHAI, such as
    - Actual Over loaded vehicles

- Total Overweight Vehicles (WIM) vs Actual Overweight vehicles (SWB) etc.

6.4 AUTOMATIC BOOM BARRIER

The operation of boom barrier shall be linked to the lane computer and shall allow the vehicle to pass through after a successful financial transaction. The system shall consist of a fixed housing and a movable arm. The boom shall be of 3000 mm length for a normal lane and 3500 mm for extra wide lane. The boom barrier should be electrically operated barrier gate for Toll Lane application. The barriers shall have presence detectors independent to the AVC system to prevent barrier arms coming down on vehicle while passing. This shall be in the form of infrared units, dedicated embedded loops or any other sensors. The finish of its housing shall be Powder Coated Orange, RAL 2000 and that of the boom with powder Coated White RAL 9010 with reflective strips. All housing and internal parts shall have rust and corrosion free metals or alloys of high strength with suitable epoxy coating as applicable. The Housing base frame shall be of Stainless Steel so as to protect the housing from rusting from the bottom.

6.4.1 Technical Requirement

- Supply Voltage Range: 85 V - 260 V, +/-5%,
- Frequency: 50Hz with 100 percent duty cycle.
- Temperature range: -5^{0}C to 50^{0}C
- Ingress protection: IP54
- Open / Close time: 0.9 Second
- Boom Arm Length: 3000 mm
- MTBF: 5 million cycles

6.4.2 Extra Features

- Swing open on impact
- Constant speed / time under variable wind speeds
- Smooth Landing of Boom arm without swaying

6.4.3 Other Miscellaneous Works (Civil /Electrical)

The scope will also include Civil, Electrical, Networking works required to complete erection installation / commissioning of WIM, SWB & Boom Barriers and its peripherals on the plaza.

6.5 SERVICE LEVELS REQUIREMENTS

The Contractor shall be responsible to ensure 24x7 uninterrupted availability of the complete Toll Management Systems along with other all other systems, sub systems, peripherals, components that are provided under this contract.

6.5.1 Manpower

Technically well qualified and experienced manpower shall be provided, to handle any interruption in smooth operations of the supplied systems, on 24 x 7 basis.

6.5.2 Spares:

The agency shall also maintain sufficient spares at each site to address and rectify any malfunctioning / defects leading to possibility of down time.

6.5.3 System Downtime Calculations

The Contractor shall provide a central system to monitor any down time.

A Toll Lane shall be considered Down in cases where the Lane is not able to operate & process transactions in desired fashion, due to any of following conditions:

- Boom Barrier Not Working
- WIM Not working and transaction not having WIM information.
- Lane Controller Not Working
- SWB not working

Lane Downtime

- If WIM information is not available in transactions for more than 30 Minutes
- If overall WIM Accuracy is less than 95% for more than 24 Hour

Deductions = Lane Downtime in Hours * 1% of the Quarterly Service charges for that Lane

Server Downtime:
If the Lanes are working in stand alone mode due to Server or Network issues:

Deductions = Server Downtime in Hours * 1% of the Quarterly Service charges for All Lane.

SWB System Downtime:

If SWB information is not available in Overweight transactions:

Deductions = SWB Downtime in Hours * 1% of the Quarterly Service charges for each SWB.

Permissible Downtime

Each Lane of Toll System / Sub system / Component causing the downtime of the sub system shall be allowed to have a maximum downtime of 24 Hours per three months.

6.5.4 Routine Maintenance

The objective of electronic equipment maintenance shall be to ensure reliability, to enhancing its economic life and to improve its efficiency. Routine maintenance consists of a fixed set of checks, measurements, cleaning and calibration. These activities shall be based on Equipment Contractor's specifications and general maintenance practices that include but not limited to:

- Checking the condition of components, e.g. check connections for signs of deterioration.
- Certain measurements can also be performed to check the status of elements of the system, i.e. impedance and isolation tests.
- Mechanical components need routine cleaning and lubrication to ensure their effective operation.

6.5.5 Data Retention, Back-up and Restore Operations:

Data Retention:

- Data for each plaza shall be retained for entire Agreement period in the Toll Plaza Server.
- The backup devices and media as per current industry practice shall also be provided.
- The Contractor shall also be responsible to extract and provide data /information based on requirement of law Enforcement Agencies of Govt. of India/ State based on specific approvals on case-to-case basis.
- However it will be limited to the data captured in Toll Management Systems as per standard operations and the data being retained as per retention schedule.

Data Back up & Restore:

- Contractor shall also demonstrate the backup & restore procedure successfully.
- The Contractor shall prepare and implement a proper Data Backup & Restore policy with NHAI's approval, to ensure data safety and avoid data loss, in case of any untoward incidents.
- Such policy shall ensure Back up & restore of Toll Transaction data at least once in a week.

INSTALLATION LOCATION

As per enclosed proposed tentative Layout Google map of site enclosed at Appendix III

Section - VII

Form: Q-1

BIDDER'S ANNUAL TURNOVER

____(Location)
___(Date)

From (Name & Address of the Statutory Auditor) To

_____
_____
_____
_____
_____
_____

Project Director, PIU-Sonipat,
National Highways Authority of India,
UGF, A-3, Pushpanjali Enclave, Pitampura,
New Delhi-110034
Phone: 011-49048174
Email: piuepe@nhai.org, piusonipat@gmail.com

Subject: Installation and Maintenance of Boom Barriers, Weigh-in-Motion, Static Weigh Bridge with its commissioning for measuring the details of vehicles, including system integration thereof and integration with existing systems, if any, and integration with Central data centre for real time data transfer, to ensure end- to-end services on toll plaza along with providing all necessary computers, printers, UPS & any other equipment required for operation of WIM/SWB systems, at NHAI **Bhagan** fee Plaza of NH-44 at ch. 53.600" in the state of Haryana for vehicle loading, structural monitoring and safe operation etc between Mukarba Chowk to Panipat section of NH-44 (old NH-I) in the state of Delhi & Haryana.

Ref.: Tender Notice No. NHAI/PIU/SNP/NH-1/M-101/2019

Dear Sir / Madam,
We hereby certify that the average annual turnover of M/s._____(name of the bidder) is not less than Rs. 1.5 Crores per year during the last three financial years.

Sl. No.	Firm	Year – 1 (2016-2017)	Year – 2 (2017-2018)	Year-3 (2018-2019)
		Amount	Amount	Amount
1				

Yours Sincerely,

(Signature of Statutory Auditor) Name of the Statutory Auditor:
Name of the Statutory Auditor Firm:
Seal:

Important Notes:

The above data should relate only to the Bidder who has submitted the tender. Data relating to sister companies, group companies, parent company, subsidiary companies shall not be considered.

Form: Q-2

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To,
Project Director
PIU-Sonipat,
National Highways Authority of India,
UGF, A-3, Pushpanjali Enclave, Pitampura,
New Delhi-110034
Phone: 011-49048174
Email: piuepe@nhai.org, piusonipat@gmail.com

WHEREAS ……..(name and address of contractor) thereinafter called "the contractor" has undertaken, in pursuance of Contract No. ……. Dated …….. to execute …….. (name of Contract and brief description of Works) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized / Scheduled Bank of India for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs…….. (Amount of guarantee) (Rupees (in words), such sum payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of warranty period of 39 months.

Signature and seal of the Guarantor

……
Name of the Bank ……
Address ……
Date ……

In the presence of
1
……
…… (Name of Occupation)

2
……
…… (Name of Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

Form: Q-3

Format for Power of Attorney

Know all men by these presents, we, ... (Name of Company, Corporate Identity Number / Registration No. and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife of……., having Passport no. / PAN_____and presently residing at .....**,** who is presently employed with us and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the "**Authorized Signatory" or "Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Project: "**Installation and Maintenance of Boom Barriers, Weigh-in-Motion, Static Weigh Bridge at Bhagan Fee Plaza at Ch. 53.600 of NH-44 (old NH-1)**" including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2019

Signature: _____

Name:_____
Designation:_____
Name of the Company for and on whose behalf signing: _____
Address: _____
(Signature, name, PAN / Passport No. / designation and address) of the Proprietor or person authorized by Board Resolution of the Company /Partner, as applicable

Accepted
……

(Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Form: Q-4

FORM FOR AFFIDAVIT

(On a Stamp Paper, duly attested from the Notary Public)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s. _____ have abandoned any work on National Highways in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agree to furnish any such information at the request of the Department / Project implementing agency.

_____

(Signed by an Authorized Officer of the Firm)

Title of Officer _____

Name of Firm _____

Date _____

Form: Q-5

FORM FOR INTEGRITY PACT

(*To be executed on plain paper and submitted along with Technical Bid. To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the NHAI)*

This integrity Pact is made at on this _____day of _____2019.

Between

National Highways Authority of India (NHAI), a statutory body constituted under the National Highways Authority of India Act, 1988, which has been entrusted with the responsibility of development, maintenance and management of National Highways, having its office at G-5 & G-6, Sector-10, Dwarka, New Delhi, hereinafter referred to as "**The Principal**", which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

_____ and

hereinafter referred to as "**The Bidder/Contractor/Concessionaire/Consultant/Service Provider**" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures, contract/s for **"Installation and Maintenance of Boom Barriers, Weigh-in-Motion, Static Weigh Bridge at Bhagan Fee Plaza at Ch. 53.600 of NH-44 (old NH-1)".** The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/ Consultant(s)/Service Provider(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1 Commitments of the Principal

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

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

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

c. The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article – 2 Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Service Provider(s).

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) /Service Provider(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) /Service Provider(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) /Service Provider(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) /Service Provider(s) of foreign-origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) /Service Provider(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.

e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) /Service Provider(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.

f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) /Service Provider(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) /Service Provider(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article – 3 Disqualification from tender process and exclusion from future contracts.

1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) /Service Provider(s), before award or during execution has committed a transgression through a violation of any provision of Article- 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) /Service Provider(s) from the tender process.

2) If the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.

3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".

4) The Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider shall be final and binding on the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider.

6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider shall not be entitled for any compensation on this account.

7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider could be revoked by the Principal if the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4 Compensation for Damages.

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Arcticle-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.

2. In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant/Service Provider's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant/Service Provider and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5 Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article-6 Equal treatments of all Bidders/ Contractors/ Concessionaires/ Consultants /Service Provider/ Sub- contractors.

1. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) /Service Provider(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants/Service Provider and Subcontractors.

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

Article – 7 Criminal charges against violating Bidder(s)/Contractor(s)/ Concessionaire(s)/ Consultant(s) / Service Provider(s)/Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article – 8 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 39 months after signing of this contract agreement.

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

Article - 10 Other Provisions.

1. This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder/Contractor/Concessionaire/Consultant/Service Provider is a partnership or a consortium, this pact must be signed by all partners or consortium members.

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

5. Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

6. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

_____

(For & On behalf of the Principal) (For & On behalf of the Bidder/ Contractor/Concessionaire/ Consultant/Service Provider(s))

(Office Seal)

Place _____

Date _____

Witness 1 : (Name& Address): _____

Witness 2 : (Name& Address): _____

Form: Q-6

Letter of Award /Acceptance (LOA)

(On letter head paper of the Employer)

To,

……

……

……

Dear Sir,

This is to certify that your Bid dated_____for execution of the work "" as prescribed in the bidding document, for the Contract price of Rs. _____ (Rupees____) is hereby accepted by NHAI.

You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed in the RFP.

You are hereby requested to furnish Performance Security equal to 10 percent of Contract price within 5 days of the receipt of this letter of acceptance in accordance with clause 3.3 of "General Conditions of Contract" (Section-III) valid for a period covering warranty period and period upto 28 days from the date of expiry of warranty period of 39 Months and sign the contract failing which action as stated in Section-II of "Instructions to Bidders" will be taken.

Please acknowledge receipt of this letter.

Yours faithfully,

Authorized signatory

(Name & title of Signatory)

Form: Q-7

Issue of Notice to proceed with the work
(On letter head of the Engineer/Employer)

Date:

To,

_____
_____
_____

Dear Sir,

Pursuant to your furnishing the requisite performance security as stipulated in clause _____ and signing of the contract for the work of Installation and Maintenance of Boom Barriers, Weigh-in-Motion, Static Weigh Bridge with its commissioning for measuring the details of vehicles, including system integration thereof and integration with existing systems, if any, and integration with Central data centre for real time data transfer, to ensure end- to-end services on toll plaza along with providing all necessary computers, printers, UPS & any other equipment required for operation of WIM/SWB systems, at NHAI **Bhagan** fee Plaza of NH-44 at ch. 53.600" in the state of Haryana for vehicle loading, structural monitoring and safe operation etc between Mukarba Chowk to Panipat section of NH-44 (old NH-I) in the state of Delhi & Haryana for period____ at a Contract price of Rs._____, you are hereby instructed to proceed with the execution & commissioning of the said works in accordance with the contract documents.

Yours faithfully,

Authorized signatory
(Name & title of Signatory)

Form: Q-8

FORM OF AGREEMENT

AGREEMENT

This agreement made the _____day of _____ 2019__between the National Highways Authority of India (NHAI) (here in after called "the Employer" of the one part and__(here in after called "the Contractor") of the other part.

AND WHEREAS the Employer invited bids from eligible bidders of the execution of certain works, viz……

AND WHEREAS pursuant to the bid submitted by the Contractor, vide__(here in after referred to as the "BID" or "ÖFFER") for the execution of works, the Employer by his letter of acceptance dated_____accepted the offer submitted by the Contractor for the execution and completion of such works and the remedying of any defects thereon, on terms and conditions in accordance with the documents listed in para 2 below.

AND WHEREAS the Contractor by a deed of undertaking dated__has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS pursuant to the bid submitted by the Contractor vide __ (hereinafter referred to as the "the Offer"), the employer has by his letter of acceptance no. __- dated_____-- accepted the offer submitted by the Contractor for the execution and completion of such works and the remedying of any defects therein, on terms and conditions in accordance in the conditions of particular application and condition included hereinafter;

AND WHEREAS the contractor has agreed to undertake such works and has furnished a performance security pursuant to clause3.2.1 of the General Conditions of Contract (Section-III).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;
2. the following documents shall be deemed to form and be read and constructed as part of this agreement viz.

    (a) Agreement,
    (b) Letter of Acceptance, Notice to Proceed with the Work,
    (c) Contractor's Bid,
    (d) General Conditions of Contract including Special Conditions of Contract
    (f) Specifications,
    (g) Layout plan /Drawings
    (h) Bill of Quantities, and
    (i) Any other relevant document asked by the Authority.

3. The foregoing documents shall be constructed as complementary and mutually explanatory one with another. Should any ambiguities or discrepancy be noted then the order of precedence of these documents shall subject to the condition of particular applications be as listed above.

4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter

mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of the contract.

5. the employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year first before written.

The common seal of_____was hereunto affixed in the presence of: Or
Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder in the presence of:

Binding Signature of Employer _ **Binding Signature of Contractor ____**

For and on behalf of

National Highways Authority of India,

New Delhi

In the presence of
1. Name :
   Address:

2. Name :
   Address:

In the Presence of
1. Name:
Address:

2. Name:
Address:

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

_____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said __

_____

in the presence of:

Binding Signature of Employer ___

Binding Signature of Contractor ___

SECTION-VIII

CHECK LIST

Sl. No.	List of Items	Submitted (Put Tick Mark)	Not Submitted (Put Tick Mark)	Page No.
1.	Proof of registration of firm/company etc.			
2.	Attested copy of valid GST registration certificate.			
3.	Experience certificates required			
4.	List of Clients.			
5.	Customer's satisfaction proof/completion certificate.			
6.	Attested copy of PAN.			
7.	Earnest Money Deposit (₹7,20,442/-)			
8.	Tender Document Fee (₹1,000/-) Online only			
9.	Signed in all pages of " Installation and Maintenance of Boom Barriers, Weigh-in-Motion, Static Weigh Bridge at Bhagan Fee Plaza at Ch. 53.600 of NH-44 (old NH-1) " copy as a token of acceptance of terms and conditions as specified.			
10.	Annual Turn Over of the firm of last three years (2016-17, 2017-18 & 2018-19) certified by CA.			
11.	Undertaking: Bidders should not have indulged in corrupt / fraudulent practice and debarred from participation in any bid.			
12.	Undertaking: Bidders shall not have any legal/dispute pending with NHAI in the court jurisdiction in India.			
13.	Affidavit: An Affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects.			
14.	Power of Attorney (if any)			
15.	Joint bidding Agreement for JV, if any			
16.	Integrity Pact			

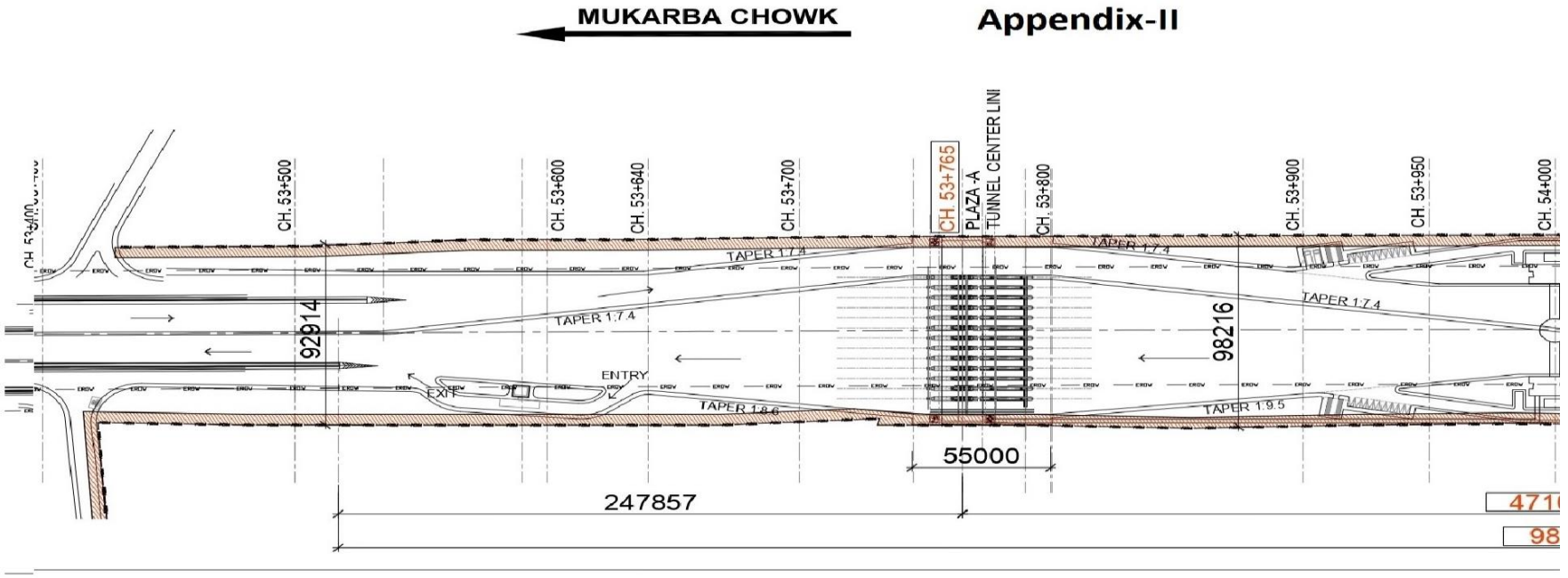
Authorized Signature with Stamp

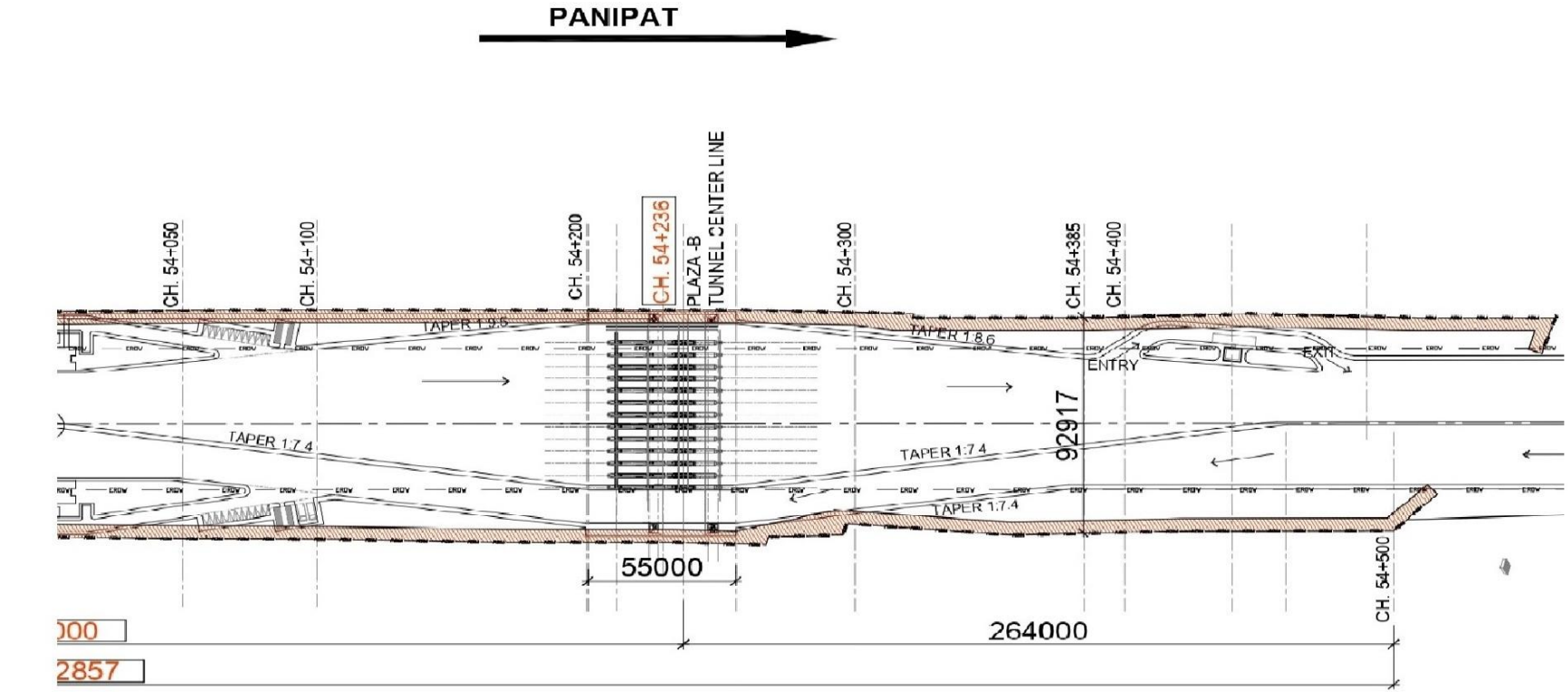
Appendix-I

Key & Location MAP



8-Laning of NH-1 from Mukarba Chowk to Panipat


MUKARBA CHOWK
CH. 53+500
CH. 53+600
CH. 53+640
CH. 53+700
CH. 53+765
PLAZA -A
TUNNEL CENTER LINI
CH. 53+800
CH. 53+900
CH. 53+950
CH. 54+000
TAPER 1:7.4
TAPER 1:7.4
TAPER 1:7.4
92914
98216
ENTRY
EXIT
TAPER 1:8.6
TAPER 1:9.5
55000
247857


PANIPAT
CH. 54+050
CH. 54+100
CH. 54+200
CH. 54+236
PLAZA -B
TUNNEL CENTER LINE
CH. 54+300
CH. 54+385
CH. 54+400
TAPER 1:9.5
TAPER 1:8.6
ENTRY
EXIT
TAPER 1:7.4
TAPER 1:7.4
TAPER 1:7.4
92917
55000
CH. 54+500
264000

Appendix-III

Layout Plan

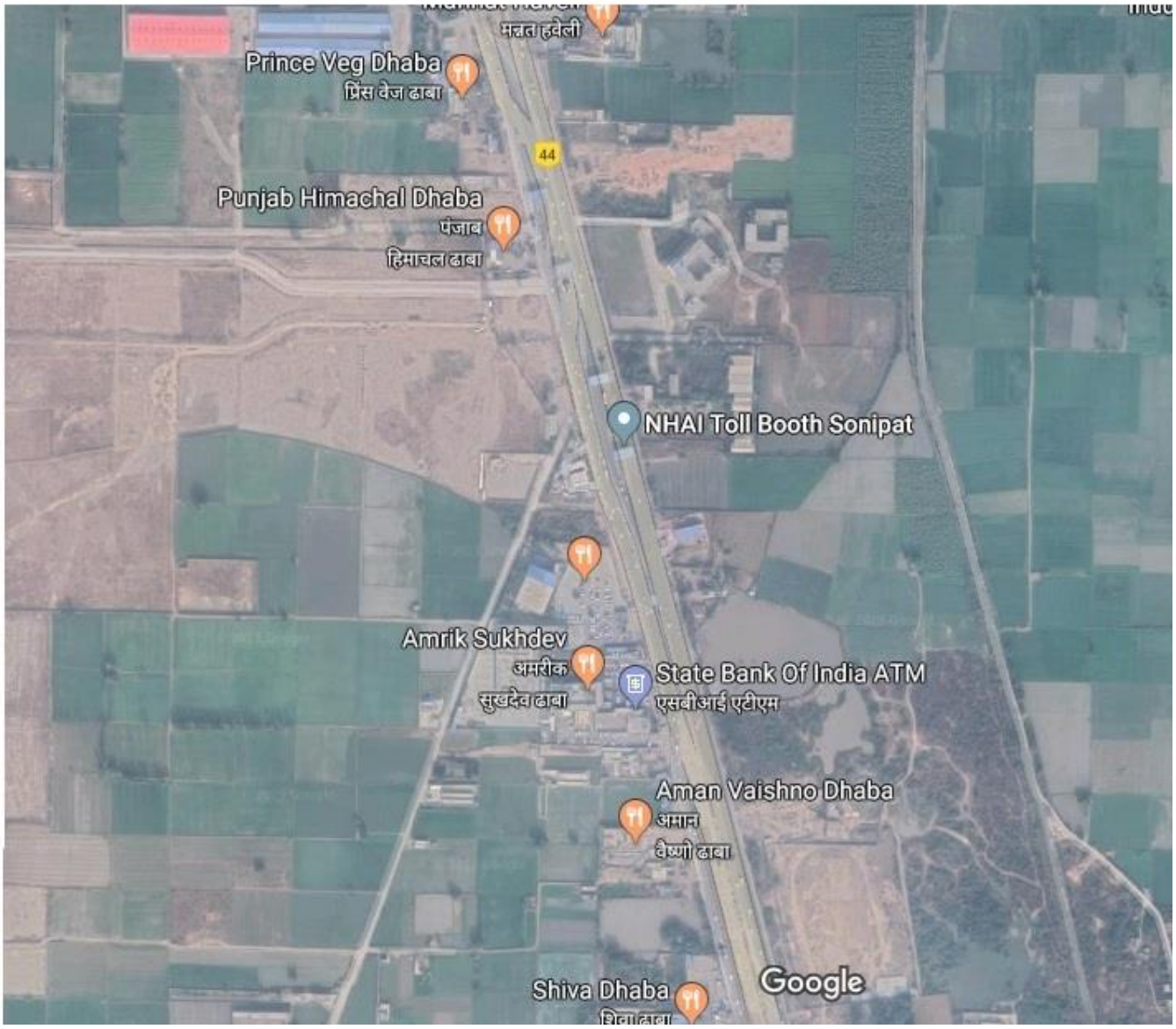


Figure 1 Tentative Location of installation of WIM