

TENDER DOCUMENT

M/S

Receipt No.

Date: -

**FOR
SUPPLY AND INSTALLATION OF
WEIGH IN MOTION(WIM) AT BANGH BETWEEN
MANALI& GULABA, TO
TRANSPORT DEPARTMENT, HIMACHAL PRADESH**

DUE ON 30.01.2016

**LAST DATE
FOR RECEIPT OF BID
UPTO 1 PM ON 30.01.2016**

**BID OPENING ON
30.01.2016 AT 3:00 PM**

**IN THE OFFICE OF STA CUM ADDITIONAL COMMISSIONER
TRANSPORT, PARIVHAN BHAWAN HIMACHAL PRADESH
SHIMLA-4**

TEL No. 0177- 2811335, 2654883

COST OF TENDER DOCUMENT

RS. 1000/-

**DEPARTMENT OF TRANSPORT,
HIMACHAL PRADESH, SHIMLA-171004
No.C T-9/Tender/ Weigh Bridge/2013**

Dated:

Tender Notice

Sealed Tenders are invited for Installation of one Weigh in Motion (WIM) System at Bahang between Manali and Gulaba, by the Department of Transport, Himachal Pradesh from the reputed firms having sufficient experience.

Tender No. & Date	02 /20 1 5 & 30.12.2015
Description of equipment/ material	Installation of Weigh in Motion System between Manali and Gulaba, Himachal Pradesh.
Date of Publishing of tender notice	02.01.201 6
Date and Time f or submission to queries	The queries shall be submitted in the format as provided in the tender document to the Director Transport, H. P Shimla-4 on or before 11.01.2016 on email-devenderchauhan014@gmail.com
Publication o corrigendum (if required)	15.01.2016
Last date of submission or RFP	30.01.2016 up to 1.00 PM
Date or opening of Technical bid	
Submission and Opening venue of Tender	Office of Additional Commissioner, Parivahan Bhawan, Shimla-4
Contact Persons	Devender Pal, Assistant Controller (F&A). Naresh Sharma. Supdt. Directorate of Tpt. H.P, Shimla-171004.

Tender form containing specifications, terms & conditions can be purchased from the office of the undersigned on any working day between 10.00 AM to 5.00 PM upto 29-01-20 16 at the cost of Rs. 1000/-- on counter. The tender's sent by post or courier shall be entertained only if these are actually received by the specific date and time. The tender document can also be downloaded from the website [http:// himachal.gov.in/transport](http://himachal.gov.in/transport). However, such bidder shall be required to pay the cost of the tender document in the form of DD in favour of the Director Transport, Shimla along with their Technical bid.

The tender must be accompanied with an earnest money of Rs. 50,000/- (Rupees Fifty Thousand) only in the shape of FDR duly pledged in the name of Director Transport, Himachal Pradesh. The tenders without earnest money or short or not in form specified above will be rejected straightway.

**Director Transport
Himachal Pradesh**

Endst. No As above

Dated.....2015

Copy forwarded to the following for information and necessary action:-

1. The Director, Information & Public Relation Department , Himachal Pradesh, Shimla-2 along with six spare copies for wide publicity in two leading newspapers i.e one in English, Times of India (Delhi edition) and one in Amar Ujala (Hindi) (all over).
2. The Programmer, Directorate of Transport to upload the advertisement in the website of the department.

**Director Transport
Himachal Pradesh**

Instruction to Bidders

- 1.1 Bids are invited, for and on behalf of Director Transport, Himachal Pradesh, Shimla from established, reputed and experienced manufacturers or their authorized dealers/representatives for the supply and installation of one Weigh-in-Motion at Bangh between Manali & Gulaba as per the enclosed Technical Specifications at **Annexure-A**.
 - 1.2 All offers should be submitted on or before 30.01.2016 upto 1.00 PM and shall be opened on the same day at 3.00 PM in the presence of intending bidders or their authorized representative who may like to be present at the time, date and venue fixed for the receipt of the offers. Bids received after the stipulated time and date shall be summarily rejected.
 - 1.3 All the bidders are advised to study the bid documents thoroughly. Submission of a bid shall be deemed to have been done after examination of the documents with full understanding of the implications thereof. These conditions and specifications shall be deemed to have been accepted.
 - 1.4 Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) The department is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the bidders.
 - 1.5 The rates quoted by the bidder against various items contained in Bill of Quantities of this bid document, shall be inclusive of all central/state/local taxes/duties (sales/octroi/etc.) as also of costs relating to the loading, unloading, lifting, stacking and re-handling charges including transportation to the worksite of all materials. The various items of installation, testing, commissioning and maintenance shall be inclusive of all costs such as assembly, fabrication including works, tax/other statutory taxes/duties/levies as applicable in the state. In case of any technical/commercial non-compliance as separate sheet elaborating the parameter with relevant reason shall be attached without which it will be understood that all parameters elaborated in the tender are complied with however the same will be crossed checked.
 - 1.6 It will be imperative on each bidder to fully acquaint himself with all
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the local conditions and factors which would have any effect on the performance of the System. No request for the change of price, or time, schedule of delivery of stores/equipment shall be entertained after the purchase on account of any local condition or factor.

- 1.7 The bidders may have a survey including a site visit before furnishing the quotations. They have to apply for permission in this regard to the Director Transport, HP. The Director Transport, HP Shimla will give such permission in writing, but the expenses, in connection with the visit and surveys etc. shall be borne by the bidders themselves.
- 1.8 The bidders will not form a part of the cartel and put in supporting quotations for some other company. This will debar the company for participating in other tenders floated or to be floated in by the purchaser. The authorities can compare the prices of other Bidders L2, L3 etc. also with the prices quoted in other tenders for same products and in case of discrepancy suitable action will be initiated.
- 1.9 No Gratification Clause: The bidders will give an undertaking that they will not try to gratify any person or use any other unfair means involved in the purchase of the quoted equipment. This will also debar the company for participating in other tenders floated or to be floated in by the purchaser and suitable action will be initiated against such defaulters.
- 1.10 All the correspondences shall be addressed to the Director Transport, Himachal Pradesh Shimla-4.
- 1.11 The Bid Documents are not transferable and the cost of the documents is not refundable under any circumstances.
- 1.12 TDS as applicable shall be deducted.

2. Bid Security/Earnest Money

- 2.1 Bid Security/EMD amounting to Rs.50,000/- should be enclosed along with the technical bid i.e. in envelop-I in the shape of FDR duly pledged in the name of "Director Transport, Himachal Pradesh Shimla-4", failing which the tenders will be out rightly rejected. The NSIC certificate issued for the particular product shall also be accepted towards the exemption of submission of EMD.
 - 2.2 The "Bid Security/Earnest Money ", in case of unsuccessful Bidders, shall be retained by the Purchaser, up-to a maximum period of six months from the date of opening of the Bids or till the finalization of the tender, whichever is earlier. The Bid security shall be refunded to the
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unsuccessful tenderers on their written request. No interest will be payable by the Purchaser on the Bid Security/EMD.

- 2.3 The Bid Security/Earnest Money shall be forfeited;
- a) If a Bidder withdraws his bid during the period of bid validity specified by the Bidder in the Bid; or
 - b) In the case of the finally selected Bidder, if the Bidder fails;
 - i) to sign the Contract in accordance with Clause 24; or
 - ii) to furnish Performance Guarantee in accordance with Clause 15or
 - iii) if, at any stage, any of the information/declaration is found false.
- 2.4 Bid security/Earnest Money in respect of the finally selected Bidder(s) will be discharged upon the Bidder(s) executing the Contract, and furnishing the Performance Guarantee, pursuant to Clause-15

3. Eligibility Criteria

- 3.1 The "Bidder" as used in the tender document shall mean one who has signed the Bid Form. The Bidder may be either the manufacturer of the equipment/machinery/ for which prices are quoted on the Price Schedule or his duly authorized representative/dealer, in which case, he shall submit a certificate of authority as per **Annexure- B.** All necessary certificates and documents shall be furnished by the manufacturer/ representative of the firm. Manufactures/companies should authorize only one distributor for the State/for this particular tender and such specific authorization to this effect should be accompanied with tender document. Only one bid from a manufacturer firm shall be accepted and in case the manufacturer firm itself apply in the tender process, the bid of the authorized representative shall not be considered.
- 3.2 The bidder shall be a registered firm in India under the company's act and should have been in the business for a period more than three years. Photocopy of Memorandum / Articles of Associations/Certificate of incorporation should be submitted.
- 3.3 The bidder should have a registered office and operations in India. Valid proof should be submitted along with the bid.
- 3.4 The Bidder should have been operating in India for the last three financial years Documentary evidence to be submitted.
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- 3.5 The bidder should have valid VAT Registration Certificate, Service Tax Registration Certificate, PAN card & Trade License. Bidder shall have to submit photocopy of the documents.
- 3.6 The Net Worth of the Bidder must be positive as per the last audited Balance Sheet. The bidder should have an annual turnover of not less than Rs.3.00 Crores from the concerned business each in the last three financial years (Bidder shall have to submit photocopy of Audited Annual Account. Chartered Accountant Certificate for Net Worth/annual turnover should be submitted.
- 3.7 The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal. Declaration on bidder's letter head to be submitted.

4. Preparation of Proposals

Bidders are requested to submit the proposal in Two Parts in 2 separate sealed envelopes/ packages and put together in one single sealed outer envelope/package. The two parts shall be:

1. Part 1: Technical Proposal-Firms Credentials-certificates evidence/ executed references working methodology, technology, component description
3. Part 2: Financial Proposal-firm proposal for total costs of equipment, services and maintenance

All Proposals need to be submitted in hardbound copies serially numbered; loose sheets /papers will not be considered.

Bidders are required to examine all terms and conditions included in the documents. Failure to provide all requested information will be at bidders own risk and result in rejection of the proposal. Any submission without EMD would be liable to rejection. Bids will be valid for a period of one year from submission.

5. Proposal Evaluation

- A two stage step wise procedure shall be adopted in evaluating the proposals:
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- (i) Technical Evaluation, firms declared qualified will be eligible for Financial evaluation.
- The bidders who qualifies at stage (i) will only be considered for stage (ii). The disqualified bids would be returned as it is to the Bidder.
- The date of opening of financial bids will be communicated separately to the bidder who qualify the stage-I.

5.1 Scrutiny of Bids

- The Transport Department will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- The Department may waive any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and financial evaluation.
- Prior to the detailed evaluation, the Department will determine whether each Bid is acceptable qualitatively, is generally complete and is substantially responsive to the Bid Documents. For the purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bid Documents without material deviations, objections, conditional ties or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality of performance of the Contract; (ii) that limits in any substantial way and /or is inconsistent with the Bid Documents or the department rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Bids.
- Arithmetical errors, if any, will be rectified on the following basis: If there is a discrepancy between the unit price and the total unit price as declared in the Price Schedule the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of the error, his bid will be rejected.

5.2 Technical Bid

Technical SCOPE - This part should indicate the following;-

- a) Tenders should contain complete scope of supply with all technical details, specifications, working and methodology.
- b) Point wise confirmation for the Technical Specification enclosed is to be provided. If there are any deviations, the same should be clearly specified. Tenders received without confirmation to the specification will be rejected.
- c) List of customers to whom same or similar equipment have been supplied along with performance certificates and duration are to be enclosed.
- d) Relevant technical datasheet with product write up and all its component specifications to be attached.
- e) Manuals
 - Operational Manual
 - Maintenance Manual
 - Factory Quality Assurance Plan manual
 - Approvals and certifications
 - Weigh in Motion general drawings certified
- f). A typical CPM / PERT on execution of Project method Working Methodology of weight enforcement system Evidence to show systems for onsite visit.
- g). Mandatory >

The Bidder should be an manufacturer or his authorised representative/supplier and shall have the following:-

- Manufacturing license certificate stating manufacturing capacity of bidder W&M Repairers license.
 - Model approval from Weights and Measures department (India) should confirm to the BIS 9281/**ISO** Specifications.
 - Should have executed 3 numbers Weigh in motion towards weight enforcement (rail/road) documentary evidence of systems in operation with testimonials.
 - Successful operations with performance certificate from the Clients need to be submitted.
 - Years of experience and number of deployment of WIM the last 3 years. Approval/Satisfactory Report Of Equipment
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from CRRI / IIT / NPL institutions on confirming accuracy / test reports.

- Stamping certificates from Weights and measures to be submitted for at least 3 sites as a execution proof.
- All certificates/documents required under eligibility criteria.
- Factory acceptance document manual.
- Site Acceptance Test document manual.
- Documentation to supplement the manufacturing capability / infrastructure,
- Department reserves the right to verify the above information provided by vendor. In case the information provided is found to be false/ incorrect, the offer shall be rejected.

5.3 Financial Bid

A) The prices may be quoted in **INR** only. All prices mentioned should be FOR destination at installation site at Bangh between Manali & Gulaba. The bidders are required to quote the following prices:

- a) Cost of core equipment including accessories as detailed in the specification with 2 years warranty; the cost of training to the staff for one month also to be included in this component.
- b) Cost of CMC per annum for post warranty period for five years.
- c) Cost of turnkey job.

The price comparison shall be made on the basis of cost of main equipment alongwith its accessories, post warranty CMC, Training to the staff and Turnkey Project.

B) The bidder shall indicate the prices on prescribed PRICE BID PROFORMA at **Annexure-C** of the tender document. The Proforma should be duly signed & sealed by their authorized signatory/ies. Financial Bids not given in Proforma will be rejected out rightly.

- C) The prices of equipment quoted by the Bidder and accepted by the Transport Department shall hold good till the completion of the works or satisfactory installation of equipment and no additional claims will be admissible on account of any price variation or fluctuation in market rates.
- D) Payments made consequent to any notified change in sales tax and other statutory levies (both increase and decrease) shall be to the Purchaser's account. For such claims of variation, the Bidder shall produce the Government notification as documentary evidence. Price variation due to any other cause shall be on Bidder's account.
- E) The firm has to provide the break-up of expenditure of different quoted items as well as total expenditure clearly for the whole items.
- F) The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected.

6. Objective

The Service Provider shall be required to study the existing systems and has responsibilities for installation, testing, commissioning, configuration and Weigh in Motion system integration of all required hardware/Software/Equipment/Sub- system in a time bound manner and provide round the clock maintenance for the same during entire period of operations such that the required services are available at the weigh bridge point as per service level requirements.

7. Requirements of Weigh in Motion System at Bangh between Manali to Gulaba, HP

Transport Department, GoHP has proposed to install one weigh in motion system to prevent overloading of heavy vehicles, to check pollution and control the movement of overloaded heavy vehicles beyond Manali, Himachal Pradesh. Vehicular traffic, especially heavy, has a damaging effect on bridge and road constructions. Road condition and durability is directly dependent on the number of passing vehicles, number of axles, loads of axles, gross vehicle weights. Increasing axles load rapidly deteriorates pavement – causes cracks, holes, ruts and accelerates the erosion of roads.

Overloaded vehicles are more difficult to control because of limited vehicle maneuverability and stability. This increases the likelihood of accidents and makes them more complicated.

Heavy vehicle traffic in hilly areas always offer natural calamities like landslide which deteriorate the condition of Roads. Due to movement of heavy vehicle at hilly areas it also fragile the base of hills and offer more and more landslides. Overloaded vehicles also result in emission of more pollution which causes damage to the environment and nature of hilly state.

As per the Policy Circular –Technical (154/2014); Subject: Prevention of Overloading – Amendment to fee rules dated 16/12/2013 issued by NHAI has mentioned that any mechanical vehicle which is loaded in excess of permissible load for its category shall not be permitted to use Highways or cross the weigh bridge point until the excess load has been removed from such vehicle and the driver or owner or a person incharge of such vehicle shall be liable to pay fee, for entering the overloaded vehicle on Highways to the collecting agency, equal to 10 times the fee applicable to such category of mechanized vehicle.

8. Detailed Scope of Work

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

- a) For effective implementation and enforcement of the above provision of Fee Rules mentioned in para number 07, the Service Provider shall provide a WIM system, along with all accessories/ software.
 - b) Service provider has to install Weigh in Motion system at location as designated by Department of Transport, GoHP.
 - c) After Installation & Commissioning, Service Provider shall have to provide the Comprehensive Maintenance Service for 5 years after warranty period.
 - d) WIM shall be able to work as a standalone system and store the Axle and Gross Weight data for each vehicle, in standalone Controller/ Lane PC, for further auditing and analysis.
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- e) The WIM system shall be able to send the WIM data for all vehicles simultaneously to the designated locations of Transport Department.
- f) The WIM system shall have web-based system for access by Transport Department officials.
- g) The service provider shall have to train the staff of Transport Department for one month.
- h) The cabin/control room of dimension 3x4 m (RCC structure) for operation of WIM shall be in the scope of the bidder.
- i) The approach aprons 8m on each side of the weigh in motion to be provided shall not be in the scope of the bidders.

To undertake & complete all required civil & electrical work:

The service provider is supposed to undertake all civil/electrical works, at his own cost, required for provision of the said services

To do soil check, arrange the materials i.e. cement, concrete, coarse-sand and steel takeoff as per civil drawings on site or create civil foundation. Arrange mason, manual labour & excavation, lifting & rolling tackles for construction of earth pit on site. The construction of the weigh bridge typically consists of a load receptor that is support on load cells installed in specially prepared civil foundations. For single axle weighing both statically and in motion, the civil foundations are vital to ensure accurate performance from the equipment. The civil work consists of a pit with approach aprons at both ends. The WIM must be correctly aligned with the surrounding roadway. The load receptor or WIM deck sits on the top of the load cells so that it forms an isolated structure that is free to move, but constrained to minimize the effect of side forces created by the moving vehicle. The approach aprons, which may extend for a vehicle's length on both sides of load receptor, are an integral part of the civil foundations. Their function is to ensure that the vehicle is vertically aligned and dynamically stable at the time of weighing; the construction may also incorporate guides to help ensure that the vehicle wheels pass correctly over the receptor. The construction of the WIM and foundations is designed to ensure that the surface are level and smooth.

Proper earthing individual type for each WIM shall be constructed as per drawings of the supplier. Lighting fixtures and accessories cabling accessories, cable trays etc. Supply of cables, cabling and terminations at

various electrical panels/ equipments of the facility for power supply distribution to the system.

Weigh in Motion Deployment

Slow speed weigh-in-motion (SSWIM) system, which should be capable of determining the axle weights either statically or dynamically upto a speed of 10KMPH. WIM system should consist of a Platform Structure permanently installed into pavement of concrete lane approaching weigh bridge point. The SSWIM should have axle and tyre detection sensors, IR Vehicle separator & inductive loops along with accurate automatic vehicle separation, differentiation & weight load classification. The WIM system should have signal control, configurable alarm outputs and user friendly operator control unit. The equipment proposed shall mandatorily have Model Approval necessary to operate Weighing equipments in India from Weights & Measures department, Government of India. The Indicator would be sealed by the W&M department after calibration which shall be the overall responsibility of the equipment supplier to calibrate all the WIM equipments at a maximum duration of every 12 months along with certificate renewal from the concerned authority as & when required copies of same dully submitted to Transport Department for records.

The WIM system shall have compatible software and be connected to a industrial grade PC for data management and Site storage. It should be capable of weighing in both modes of operation Static & Dynamic & generate printing and information display for local use. There should be facilities for data back-up, and archive functions to facilitate saving daily operations on Department Server duly connected. The SS WIM Scales shall be located at the approach of the Booth to comfortably accommodate the longest trailer. The equipment supplier shall ensure that a image & Video clip for each overweight vehicle shall be archived post transaction. The location of camera and type of camera should be such that the characteristics of the vehicle are clearly captured. This video imagery shall be required to be linked to the Transaction in the event of the vehicle being overloaded. Following are the parameters which shall be stored with each overload vehicle transaction:

Date and Time, Lane Id, Vehicle Count

- Type of Vehicle
 - Number of Axles passing over the scale
 - per axle Weight
 - Gross Vehicle Weight
 - Vehicle Speed
 - Vehicle Length
 - Vehicle height
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System Operations

This includes the set of sensors and indicator that facilitate the Controller to generate the complete information of the vehicle with the transaction. This is done with vehicle guidance signals. The Operation starts from the Over Head Lane Sign and ends at the Boom barrier opens at exit with vehicle guidance using traffic lights. The Weigh in Motion shall gather and accumulate the entire vehicle on Passover i.e. the tyre counting, Axle Loads, Gross Load , Speed displacement , height , length and image capture to process meaningful Report of every passing vehicle which would be the basis of Violation for weight and dimension enforcement.

Factory Acceptance Test

The FAT tests will be done at least 10 days before the equipment is ready for dispatch to the site. The factory acceptance tests shall be conducted by representatives of the Buyer. The equipment supplier shall provide a comprehensive FAT document along with the Tender submission for evaluation Document review shall be part of the technical evaluation which would include machinery, manufacturing facility and in-house live tests duly documented. The equipment supplier shall configure the entire system at the factory with the necessary demonstration which is as per the documentation submitted with the tender.

Site Acceptance Test

The SAT tests will be done at least 15 days before operation of the systems for Public enforcement /usage. The Site tests shall be conducted by representatives of the Buyer on site after installation The Equipment supplier shall provide a comprehensive test documentation alongwith tender submission for evaluation Document review shall be part of the technical evaluation criteria the all equipment. The equipment working functionality should be as per the documentation overview submitted for technical evaluation.

Components of the Integrated Weigh In Motion System

Following Components should be required for Installation of Weigh In Motion System:-

- Platform
 - Load cell
 - Loop sensors
 - Tyre counters
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- Vehicle separators cum differentiators
- Height and length sensors to detect the vehicle height and length .in stainless steel housing
- Surge protection device cum junction box
- Wim terminal / indicator
- Software specification for wim indicator
- User fare display
- Incident capture camera
- Lane exit automatic boom barrier
- Lane receipt printer
- Traffic light
- Ups-online uninterrupted power supply system(ups)with maintenance free batteries
- Integrated weigh in motion vehicle information software requirement
- Reports generation
- PC and Printer

9. Delivery, Installation and Commissioning

- 9.1 Installation of the equipment at the destination shall be completed by the Supplier within 08 weeks from the handing over of site from all encumbrances .
- 9.2 The testing and commissioning of the proposed system shall be completed within 10 weeks from the handing over of site from all encumbrances ;
- 9.3 The successful roll out the system within 12 weeks from the handing over of site from all encumbrances failing which bidder shall be liable for penalties on the contract value as under;-

S.No.	Payment Head	Penalties
1.	Installation of Equipments	Penalty of 1% of the contract value on every week delay
2.	Successful Commissioning of Equipments	Penalty of 1% of the contract value on every week delay
3.	Successful Roll out of the system	Penalty of 2% of contract value on every week delay

10. Payment Terms

i) **For turnkey:-**

Sr. No	Payment head	Payment
1.	25% of the turnkey job value	With supply order

2.	25% of turnkey job value	on completion of half of turnkey job
3.	Remaining 50% of turnkey job value	on completion of turnkey job

ii) **For equipment**

Sr.No.	Payment head	Payment
1.	On installation of equipments	60% of the equipment's value
2.	on successful running of the equipment	25% of equipment's value
3.	After three months of successful roll out of	Remaining 15%

iii). **For Comprehensive Maintenance Contract:-**

- a) 50% of the CMC value – In advance in the beginning of respective year.
- b) Remaining 50% after completion of particular year for which CMC has been done.

11. **Warranty/CMC (AFTER SALES SERVICES)**

- 11.1 The equipment shall be under warranty or 24 months from the Successful Roll out of the system. The Supplier shall provide a comprehensive maintenance manual at the time of submission of the tender documents, the manual should be complete and in line with the equipment being provided. Equipment supplier should provide with 2 Years comprehensive warranty on all the components and system as a whole. Weekly preventive maintenance shall be done in due consultation with the User.
 - 11.2 The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. CMC shall be applicable to the post warranty period for five years and shall be quoted on yearly basis.
 - 11.3 Incremental Cost (if any) for up-gradation, if required, should form part of the contract for the Warranty and Post Warranty period.
 - 11.4 The Supplier (manufacturer) shall set-up a maintenance base to provide maintenance service, of the entire system being offered, at short notice during the warranty and post warranty period. The technical
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maintenance personnel of the supplier, responsible for supervision and maintenance, shall be available to reach the site(s) within 48 hours' notice.

- 11.5 If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.
- 11.6 If it is found that to meet the performance criteria, any extra equipment is required the same will be provided free of cost by the supplier.
- 11.7 Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the supplier free of cost.
- 11.8 The bidder shall attach an undertaking from the original manufacturer that the AMC/CMC INDICATING THE CMC CHARGES after warranty period shall be provided by the manufacturer OR HIS SOLE All India distributor directly on the rates and terms finalized with the bidder. The manufacturer shall be liable for the aforesaid service in case the dealership is changed/back out.

12. Risk Purchaser

If the supplier fails to deliver the goods within 2 month the delivery specified timeline Buyer will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the good so any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the tender Buyer reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms

13. Up time guarantee:

The firm should provide uptime guarantee of 95%.

14 Downtime penalty Clause

- 14.1 If the service provider fails to provide up time guarantee of 95% of 365 days (24 hrs basis), the penalty of Rs.1,000/- per day shall be imposed in case the machine is found not to be working for reasons other than force majeure conditions, no discount will be given on account of public holidays/ Sundays. The bidder to cover the losses, if any, due to force majeure conditions, should do the insurance.
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- 14.2 If a particular system/subsystem (including third party items) is not working for more than 3 consecutive days and due to which work suffers, the firm will be asked to pay penalty of Rs.3,000/- (Three thousand rupees) beyond 3 days for each day that it is not working
- 14.3 During the warranty and comprehensive maintenance period, the equipment shall be repaired/made operational within 48 hours of the complaint lodged failing which penalty of Rs.2000/- per day shall be charged. No discount will be given on account of public holidays / Sundays.

If accessories/other attachment of the system are procured from the third party, in such case the responsibility to keep the items / equipment's in working condition shall be the sole responsibility of the vendor and the bidder itself will have to sign the CMC with the department if required.

15. Performance Guarantee

The finally selected Bidder(s) will be required to furnish the Performance Security equal to 10% of the Contract Price, on award of Contract, in the shape of Bank Guarantee from any scheduled Indian Bank or FDR duly pledged in favour of the Director, Transport, Himachal Pradesh, Shimla-4 which shall be valid till warranty period. Failure to furnish security for the performance of contract, in time, would also entail forfeiture of EMD.

16. Spare Parts

- 16.1 The Bidder will undertake that supplies of necessary maintenance equipment and spare parts will be made available for all items/equipments and for the complete system for at least ten years on a continuing basis. An undertaking in this regard should be made available from the original manufacturer.
- 16.2 However, this does not relieve the supplier of any warranty obligations under the Contract. The Bidder shall include in his tender, the details of essential spares, and their quantity and unit prices as per schedule of requirements.

17. Previous Installations

- 17.1 The names and address of the organisations where the supplier has already installed/supplied the equipment indicating the dates of installations may be given (in India and abroad). He should also attach performance certificates to indicate his prompt after sales service.
- 17.2 On site functional assessment of the similar installation and equipment of

the short listed Bidders will be undertaken, if necessary, by the Committee duly constituted by the Transport Department.

18. Incidental Services

- 18.1 The supplier is required to provide at free of cost to Purchaser all Hardware and Software up gradation from time to time, during warranty and CMC period.
- 18.2 Further, any bugs/shortcomings detected by the purchaser/user as well as the supplier himself shall be rectified at free of cost to purchaser even beyond warranty period

19. Force Majeure clause

If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence there of then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.

20. Agency agreement from foreign suppliers for their Indian agents

Based on Ministry of Finance vide circular dated 31/01/1989the following are compulsory:

- Local Registration of Indian agents of origin supplier.
 - Precise relationship between foreign suppliers and their Indian agents and their mutual interest in the business, should be clearly spelt out.
 - Any payment, which the agent receives in India or abroad, from the foreign
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supplier, whether as a commission or as a general retainer fee, also needs to be brought on record and made explicit so as to ensure compliance to tax laws and to prevent leakage of foreign exchange.

- All services to be rendered by the agent, whether of general nature or in relation other particular contract, must be clearly stated by the foreign supplier and the Indian agent.
- The amount of agency commission agreed to between the foreign principal and the Indian agent should be specifically disclosed and the agency commission will be paid in Indian Rupees only.
Further documentary business / projects executed in India by the Agent in last 2 year.

21. Period of Validity of Bids

Bids shall remain valid for One year from its submission unless otherwise prescribed in other terms and conditions of this tender document. The Purchaser may reject a bid valid for a shorter period.

22. Purchaser's Right to accept any Bid and to reject any or all bids.

The Purchaser reserves the right to accept any bid and to annul the tender process and reject all bids at any time, without assigning any reason, prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

23. Purchaser's Right to Vary Quantities at the time of Award.

The Purchaser reserves the right to vary the quantities and/or services.

24. Signing of Contract

- 24.1 At the same time as the Purchaser notifies the finally selected Bidder(s) that its bid has been accepted, the finally selected Bidder(s) shall collect the supply order, agreement/ Contract proforma from the office of the Director, Transport, Himachal Pradesh. Shimla-4.
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24.2 Without prejudice to any legal remedy, failure of the finally selected Bidder(s) to comply with the requirement of Clause 2.3 (a) or Clause 2.3 (b) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for fresh bids.

25. Other Terms and Conditions of Tendering Firms

25.1 Printed terms and conditions to the Bidder will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this invitation of tender are not acceptable to any Bidder, he should clearly specify deviation in his Bid.

26. Property Rights

The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license of industrial design rights, software piracy arising from use of the store/goods or any part thereof in the Purchaser's country.

27. Arbitration

Disputes, if any, shall be subjected to the sole arbitration of Additional Chief Secretary (Transport) to the Government of Himachal Pradesh, whose decision shall be final and binding on the parties.

28. Jurisdiction

The courts at Shimla will have the jurisdiction for trial of any matter, dispute or reference between the parties arising out of the contract. It is specifically provided that no court outside and other than Courts at Shimla shall have jurisdiction in the matter.

29. Termination for default

The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part.

- i) If the supplier fails to deliver or install system within the time period(s) specified in the contract, OR
 - ii) If the supplier fails to perform any other obligation(s) under the contract.
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30. Termination for Insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to the suppliers, if the supplier becomes bankrupts or otherwise insolvent (which shall be a breach of the contract on the part of the supplier), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

31. Termination for Convenience

The purchaser may by written notice sent to the supplier terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience.

32. PRICE FALL CLAUSE

The offer of rates by the tenderer will be subject to the price fall clause i.e. if any item is offered at a lower rate by the tenderer in any other State/Place in India to any other person/Org./Institution, he shall forthwith notify such reduction or sale to the Director, Transport, Shimla and the price payable for the equipment/service/Stores supplied to the Director, Transport after the date of coming into force the such reduction or sale, shall stand correspondingly reduced even to Transport Department, Himachal Pradesh.

The supplier shall furnish the following certificate alongwith each bill for payment for supplies made against in Rate Contract Tender.

"I/We certify that the Stores of description identical to the Stores supplied to the Government under the contract against Tender herein have not been offered/sold by me/us to any other person/organization/Institution upto date of bill/the date of completion of supplies against all supply orders placed during the currency of the tender/rate contract at the price lower than that of prices offered to the any other department/organisation UNDER THIS CONTRACT/AGAINST TENDER".

The bidders must attach copies of their existing rate contracts, if any, with DGS&D or any other State Government/Institution.

NOTE :- BIDDER must go through these terms and conditions very carefully and put his signature alongwith stamp in token of acceptance of these terms and conditions.

**Director Transport,
Himachal Pradesh.**

Annexures

FORM – 1

FORMAT FOR BIDDER'S DETAILS

1	Name of the Firm	
2	Registered Office Address	
	Contact Number	
	Fax Number	
	E-mail	
3	Correspondence/Contact address	
	Name & Designation of Contact person	
	Address	
	Contact Number	
	Fax Number	
	E-mail	
4	Is the firm <ul style="list-style-type: none">• A registered company• A Government/ Public Sector Undertaking• A propriety firm• A partnership firm (if yes, give partnership deed)• A limited company or limited corporation; If yes, submit documentary proof	
5	Is the firm registered with Sales Tax department? If yes, submit valid VAT Registration certificate.	
6	Is the firm registered for Service Tax with Central Excise Department (Service Tax Cell)? If yes, submit valid Service Tax registration certificate.	
7	How many years has your organization been in business under your present name?	
8	List the major clients with whom your organization has been/ is currently associated.	
9	Have you in any capacity failed any work awarded to you? (If so, give the name of project and reason for not completing the work)	

Form – 2

Format for Eligibility and Technical capability of bidder

#	Criteria	Documents to be submitted	Document Sub	Reference Page No.
1	The bidder shall be a registered firm in India under the company's act and should have been in the business for a period more than three years. Photocopy of Memorandum/ Articles of Associations/ Certificate of incorporation should be submitted.	Memorandum/ Articles of Associations/ Certificate of incorporation		
2	The bidder should have a registered office and operations in India. Valid proof should be submitted along with the bid.	Documentary Proof		
3	The Bidder should have been operating in India for the last three financial. Documentary evidence to be submitted.	Photo-copy of Work order copy		
4	The bidder should have valid VAT Registration Certificate, Service Tax Registration Certificate, PAN card & Trade License. Bidder shall have to submit photocopy of the	Photocopy of documents		

5	The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as	Declaration on Letter Head		
6	Experience in Weigh In Motion (Number of implementation in India)	Citations showcasing experience as bidder for WIM in other states in India. The citations should be given Project Location(State) Project Name Start Date End Date/Status Brief description of project & scope of work (implementation, operation & maintenance) Approx value of the project Contact details of the Customer		
7	Experience in Weigh In Motion (Value of Projects executed)	Citations showing experience as bidder for WIM with project value in lacs(INR)for each state.		
8	The detail of Net Worth of the Bidder and annual turnover each in the last three financial years	Submitted photocopy of Audited balance sheet . Chartered Accountant Certificate for Net Worth & annual turnover should be submitted.		

Authorized Signatory (Signature In full):

Name and title of Signatory:

Company Rubber Stamp:

FORM – 3

FINANCIAL INFORMATION

Name of the Bidder :

Sl.#	Description	Annual Turnover(Rs./ Crores)		
		2012-13	2013-14	2014-15
1	Turnover			
2	Net Worth			

Authorized Signatory (Signature In full):

Name and title of Signatory:

Company Rubber Stamp:

FORM – 4

LIST OF DOCUMENTS SUBMITTED

Sl.#	Name of Documents	Enclosed (Y/N)	Page No.
1.	Bidder's Details (Form1)		
2.	Eligibility Criteria(Form2) alongwith all relevant documents		
3.	Technical Capability of bidder(Form3)		
4.	Financial Capability of Bidder(Form4)		
5.	ProposedSolution(Form5)		

#Note: The bidders are expected to respond to the RFP using the forms given in this section.

Authorized Signatory (Signature In full):

Name and title of Signatory:

Company Rubber Stamp:

FORM -5

FORMAT FOR QUERY

Name of the Bidder:

Queries

SI.No	Section No.	Clause No.	Page No.	Queries

Note:- The filled form to be submitted in the same Format. There is a cut-off date for receiving of queries is 11-01-2016. Queries received after the cut off period will not be accepted.

Authorized Signatory (Signature In full):

Name and title of Signatory:

Company Rubber Stamp:

Technical Specifications for Slow Speed Weigh in Motion (WIM)

Minimum Technical Specification to be adhered by the Service Provider for Slow Speed WIM shall be as under:

Platform size dimension Normal Lane: 3000mm x700mm

Capacity of the Platform 20Ton/Axle

Structure Plate- MS

I-Beam; Duly certified for Structural Analysis And Design
(STAAD)-III complying BIS 2062

Number of Load cells -4

Stationary Accuracy $\pm 0.05\%$ FSR

In Motion Accuracy $\pm 2\%$ FSR upto speed 15 Km/h; and

$\pm 3\%$ FSR above speed 20Km/h

Maximum passing speed Cash/ Mixed Lane: 20 Km/ h

Overload capacity of the platform

150% of rated capacity

Protection Class for the Load

IP68

Cell and Controller/ Indicator

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 440mm x1500mm

Range of IR Sensors 7meter

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.

Approval/Certification Type/Model/Third party approval for accuracy level by Government approved Test Laboratory / Model approval / IIT / NPL / CRRRI	
Re-calibration / stamping & verification	Every 6 (six) months
Downtime allowed for period maintenance	Maximum 8 (Eight) hour / Quarter

Technical Specifications of WIM-Indicator:

- LED display housed in IP55 or better rated enclosure.
 - Front Panel calibration
 - 6 digit > decimal point
-

- W&M approved model, duly sealed on site
 - Least count verification 20Kgs +/- on Full Scale Output - 120 Tonnes
 - Self diagnostic load cell check function
 - Should be able to count single transaction upto 10 axle vehicle
-

To be enclosed with Technical Bid

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No.....
Dated.....

To,

Dear Sir,

Sub: Tender No.....

We..... an established and reputed manufacturers of
..... having factories at.....and office at
M/s.....

(Name and Address of the Authorized representative) hereby authorise to represent us, to tender, negotiate and conclude the contract on our behalf with you against Tender no.....

No company/firm or individual other than M/s..... is authorized to represent us in regard to this business against this specific tender.

Yours faithfully,

Signature and seal
Name.....
For & on behalf of M/s
.....
(Name of Manufacturers)

Note: This letter of authority should be on the letter head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturers.

ANNEXURE-C

PRICE BID PROFORMA

Sr. No.	Name of the equipment	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
1.	Supply, testing, installation, calibration, verification stamping for integrated weigh in Motion system alongwith two year warranty and training for two persons.			
2.	Cost of Turn Key Job			
3.	Taxes/Duties :-			
	Custom/Excise Duties			
	CST/VAT			
	Service Tax			
	Entry Tax			
	Others(Pl. specify)			
4.	CMC (after 2 years warranty) 1 st year 2 nd year 3 rd year 4 th year 5 th year			
	Taxes/Service on CMC(if any)			
5.	Net Price			

It is certified that the cost of equipment, turnkey job and CMC shown above, has included all taxes/duties etc. and nothing above shall be charged over and above this cost.

Authorized Signatory:

Name of the firm/bidder:
