



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075 • G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष/Phone : 91-11-25074100 / 25074200

No. 01/NHAI/Chmn/2021-01 (e-file no: 115109)

Date: 13.06.2022



To

M/s. Premanand Canteen Contractor

301A-VP Block, Pitampura,

New Delhi-110034

Email: premcc2000@gmail.com, pccfoods@gmail.com

Contact No.: 9990849080, 9625289896

[Kind Attention: Mr. K Mahendra Singh]

Subject: Tender for Hiring of Agency for providing Catering Services in NHAI's Corporate Office- Letter of Acceptance (LoA) Reg.

Ref:

- (i) Tender ID: 2022_NHAI_112910_1 dated 12.04.2022;
- (ii) Amendment/Corrigendum dated 28.04.2022;
- (iii) Amendment No. 3 dated 06.05.2022.

Sir,

With reference to your bid document (Technical & Financial bid) submitted in response to NHAI's tender under reference, I am directed to convey approval of the Competent Authority for awarding of contract for providing Catering Services in NHAI HQ/Corporate office for a period of three (03) years to your firm at Rs. 7,68,59,747/- (Rupees Seven Crore Sixty Eight Lakh Fifty Nine Thousand Seven Hundred and Forty Seven only), as quoted by your firm in the Financial Bid.

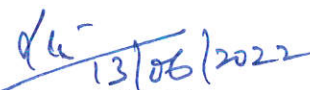
2. The term & conditions as contained in the Tender document will apply. Further, NHAI has developed a software namely, Bill Tracing System (BTS) to enable the vendors/agencies to view the status of their bills as submitted by them. A copy of NHAI circular dated 08.09.2014 on the use of BTS is enclosed as Annexure I for ready reference. All the bills are, therefore, mandatory to be submitted through BTS.

3. The performance security of Rs. 23,05,792/- (Rupees Twenty three lakh five thousand seven hundred ninety two only) i.e. equivalent to 3% of the contract price of Rs. 7,68,59,747/-, in the form of unconditional Bank Guarantee, issued from Nationalized /scheduled Bank acceptable to NHAI (as per format enclosed as Annexure-II) is to be submitted latest by 20.06.2022 and the same shall remain valid for the contract period plus 2 month, i.e. 38 Months from the date of signing of agreement. This bank guarantee is required to be transmitted through SFMS Gateway to NHAI's Bank. Complete details of NHAI's Bank are as under:

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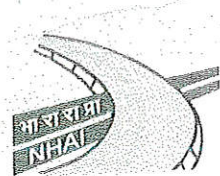
Beneficiary	National Highways Authority of India
Bank	Canara Bank
A/c. No.	8598201005819
IFSC Code	CNRB0008598

4. Besides acknowledging receipt of this letter, you are requested to confirm your acceptance to the said offer.


 (Ram Ashraya Singh)
 GM (HR/Admn)-III

Copy to:

- (i) CGM (HR/Admin)-I



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

No. 11041/217/2007-Admn

दूरभाष / Phone : 91-11-25074100/25074200

फैक्स / Fax : 91-11-25093507 / 25093514

Annexure 1

Dated: 08.09.2014

Policy Matters: Administration/Finance (143/2014)

(Decision taken on File No. NHAI/F&A/BTS-ATS/ implementation 2013-14)

Sub: Use of Bill Tracking System (BTS) and Application Tracking System (ATS) across all units of NHAI.

In the first phase BTS/ATS was implemented in NHAI HQ (Pol Circular No. Administration/ Finance 122/2013 dated 05.09.2013). In the second phase it has been decided to extend the use of this application to the field offices of NHAI (All ROs, PIUs and CMUs). This will enable all the Vendors/Suppliers/Contractors/Concessionaires dealing with NHAI to track the movement of their respective bills/applications in NHAI offices from the point of receipt till the time it is paid/approved/disposed off. Thus Vendor/Supplier/Contractor/Concessionaire, apart from viewing the processing time and disposal of their respective bill/application online, will also be able to see the amount of payment released to him.

2. In view of above, use of BTS/ATS across all units of NHAI has been made mandatory with effect from 15/09/2014. All Bills/Applications submitted to NHAI offices after 31/08/2014 must therefore have a system generated BTS/ATS tracking no. (to be generated by the Vendor/Supplier/Contractor/Concessionaire) and a system generated "acknowledgement of receipt" to be generated at the point of receipt in NHAI offices. No bill/application shall be received without fulfilling these two conditions. This applies to all field units, ROs as well as NHAI HQ. All users (Vendors/Suppliers/Contractors/Concessionaires and officers/employees of NHAI) are therefore requested to use BTS/ATS application on mandatory basis.

i) NHAI Users at ROs/PIUs/CMUs-

Submission of user detail to service provider- All offices of NHAI are required to submit the details of officers/employees in the following format to the service provider through mail so that their respective user IDs are created:-

Format for information-

Name of Unit-

Sl	Name	Designation	Department Technical/ Finance/Others	Nature of appointment Regular/Deputation/L ong term contract	Mob. No. & e-mail ID

Once user ID is created, user can login to the application through the link "Bill/Application Tracking System (BTS/ATS)" available on the NHAI website www.nhai.org (Home page). Detailed power point presentation, User's Manual and related circulars are available at this link for the benefit of users. In case any help is required user can contact Mr. Azad Katiyar - mob no 08742939932/Mr. Akshay Kumar - mob no 09818194688.

ii) Vendors/Suppliers/Contractors/Concessionaires dealing with NHAI-

All Vendors/Suppliers/Contractors /Concessionaires dealing with NHAI (HO/ ROs/PIUs/CMUs) should get their respective user IDs created free of cost using the link mentioned above. This will enable them to view online movement/progress of the bill/application submitted by them to NHAI (HO/ ROs/PIUs/CMUs) till the time it is finally disposed of through payment/approval.

To use this facility the contractors/ concessionaire/consultants/firms (Legal, Ad agency, Vehicle etc.) / vendors has to register online. On registration the user ID and password will be sent to them at the e-mail address provided by them. Post registration, the firms can submit the details of bills/applications online and can view the movement of bill/application in NHAI culminating into payment/approval. Vender/applicant are not required to upload the bills/applications online, they simply have to furnish bill/application details online, generate BTS/ATS ID, take a print out, attached the same with bill/application and submit it physically at the receipt counter of NHAI offices. A desktop computer along with network connectivity has been installed at receipt counter, NHAI Ground Floor, wherein contractors/ concessionaire/firms/ vendors can submit their bills/ invoices/ applications and obtain receipt. Similarly bills and applications pertaining to PIU and RO can be submitted at respective offices along with BTS/ATS print out by the contractors/ concessionaire/consultants/firms (Legal, Ad agency, Vehicle etc.). Detail process is given in the User's Manual for Vendor which is available at aforesaid link. On physical submission of bill/application at NHAI a system generated acknowledgment will be issued to the vender/applicant.

All the divisions of HO and ROs/PIUs/CMUs are requested to ask contractors/ concessionaire/consultants/firms (Legal, Ad agency, Vehicle etc.)/ vendors associated with them to submit their bills/ invoices/ applications for access (petrol pump, factory etc) using this online software so that they can view the progress/movement of the bill/application online.

In case of difficulty they can contact respective PIU/CMU/RO/HO.

iii) NHAI users at HQ- NHAI officials associated with the bill/application can directly login to the BTS/ATS system with the help of their respective

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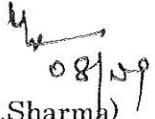
password (already generated) and view/reject/forward the bill/application along with its physical movement across the officer/divisions. Apart from User's Manual and Power point presentation circulars issued so far on the matter are available at the website of NHAI, which can be viewed/downloaded for reference. Existing users at HQ must note the following-

- a. Vendors should invariably be asked to generate a BTS/ATS ID using their own user ID and submit their bills/application at the front desk of NHAI and get a printed acknowledgement of receipt. Submission of bill at any place other than the front desk must be avoided.
- b. Users should also note that while sending bill from one officer/employee to other electronic movement of the same must also be ensured.
- c. HO user should check their profile in the system and update it.
- d. At the point of payment multiple bills of similar nature of same vendors can be clubbed for payment.
- e. BTS/ATS can also be linked to FTS (File Tracking System). Once it is linked with FTS, forwarding of either BTS or FTS will ensure forwarding of the document in both the modes.

3. All users should change their password on first login and keep on reviewing and updating their profile. In case of any doubt/query the service provider can be contacted through phone or mail at Mr. Azad Katiyar - phone no 08742939932/Mr. Akshay Kumar - phone no 09818194688 or mail ID- btsadmin@nhai.org through mail.

4. All users to note that use of this facility w e f 15.09.2014 is mandatory in respect of all the bills and applications processed by any of the officers (PIUs/CMUs/ROs/HO) of NHAI. Non-use of this facility will be viewed seriously and appropriate action will be taken against defaulting officer/employee.

5. This issues with the approval of Chairman.


(V.K.Sharma)
Chief General Manager (LA & Coord.)

To:

All officers and employees of HQ/ROs/PIUs/CMUs/Site Offices

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Ref.:

Bank Guarantee: _____

Date: _____

To

The Chairperson,
National Highways Authority of India
Plot No.: 5 & 6, Sector-10,
Dwarka, New Delhi – 110 075

Dear Sir,

In consideration of "National Highways Authority of India (NHAI)" (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns" having awarded to M/s. _____ (hereinafter referred to as the contractor, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____, and the same having been unequivocally accepted by the Contractor, resulting in a contract valued at _____ for (name of the project) _____ (hereinafter called the "Contract") and the Contractor having agreed to furnish a Bank Guarantee to the client as Performance Security as stipulated by the client in the said contract for performance of the above Contract amounting to _____ (in words & figures).

We _____ (name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Contractor to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and / or without any reference to the contractor. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other RO-XXX. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Contractor. The client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the contract between the client and the contractor any other course or remedy or security available to the Client.

The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the client at its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the client may have in relation to the contractor's liabilities.

The guarantor/bank hereby confirms that it is no SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHAI, details as follow:

Name of Beneficiary	:	National Highways Authority of India
Name of Bank	:	Canara Bank
Address of Bank Branch	:	Dwarka Sector-10, New Delhi-110075
Account No	:	8598201005819
IFSC Code	:	CNRB0008598

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ @ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____, day of _____ 2022 at _____.

Witness:

(Signature)

(Name)

(Official Address)

(Designation, with Bank seal)

Attorney as per Power of Attorney

No.: _____

Dated _____

Strike out, whichever is not applicable.

Note:

- (i) The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".
- (ii) The Bank Guarantee will be accepted which is issued by State Bank of India, or its subsidiaries or any Indian Nationalized Bank. If the Bank Guarantee is drawn on a foreign bank it will be accepted by NHAI only if such Guarantee is also accepted either by State Bank of India, or any of its subsidiaries or any Indian Nationalized Bank.