

NATIONAL HIGHWAYS AUTHORITY OF INDIA
(Ministry of Road Transport & Highways)
Govt. of India



NATIONAL COMPETITIVE BIDDING
(THROUGH E-TENDERING MODE)

BID DOCUMENTS

Name of Work: Valuation of affected structures, and any other value addition to the land, Building etc. within the Proposed ROW of the work of Six Lining of Etawah-Chakeri (Kanpur) Section of NH-2 from Km 323+475 to Km 483+687 in the State of Uttar Pradesh under NHDP Phave-V on Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis.

VOLUME-I

-: Address :-

Project Director Office-Kanpur
National highways Authority of India,
Project Implement Unit-Kanpur
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Pincode-208013
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**(SECTION - I) NOTICE INVITING E-TENDER
(E-TENDERING MODE ONLY)**



National Highways Authority of India

(Ministry of Road Transport and Highway, Govt. of India)

Notice Inviting e-Tender

(National Competitive Bidding through e-Tendering mode only)

NIT No. NHAI/PIU-KNP/17012/2024-25/

National Highways Authority of India (hereinafter called “the Employer”) hereby invites bids on only percentage (%) basis (above/below) of estimated cost through e-tendering mode for the following work from experienced Firms/Organizations/Individuals, registered with the Government for following work excluding those firms who have been declared as non-performing by NHAI or the firms those are blacklisted/debarred for specified period by NHAI and against whom such action is under process by NHAI;

Sl. No.	Name of work	Estimated Cost	EMD/Bid Security	Cost of the Tender Document (in Rs.)	Completion period
1.	Valuation of affected structures, and any other value addition to the land, Building etc. within the Proposed ROW of the work of Six Laning of Etawah-Chakeri (Kanpur) Section of NH-2 from Km 323+475 to Km 483+687 in the State of Uttar Pradesh under NHDP Phave-V on Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis.	17.28 Lacs	0.35 Lacs	2,000/- (Non-refundable)	45 days

1. The scope of work is mainly Valuation of affected structures with Revenue Staff & land owners/Sub-Holders, submission after vetting from PWD/Concerned Department to Competent Authority under NH Act, 1956 as per direction of Project Director/PIU-Kanpur, within ROW of Etawah-Chakeri Section from Km. Km 323+475 to Km 483+687 in District Kanpur Nagar, Kanpur Dehat, Auraiya and Etawah of Etawah - Chakeri Section of NH-19 in the State of Uttar Pradesh. The detailed information regarding the work may be seen in the Bid Document.

2. (a) To participate in the E-Bid submission, it is mandatory for the bidders to have class-III Digital Signature Certificate (DSC) with both Signing and Encryption Certificate (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or organization) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of the Authority/NHAI.

(b) The Authorized Signatory holding Power of Attorney shall only be the Digital Signatory. In case Authorized Signatory holding Power of Attorney and Digital Signatory are not the same, the BID shall be considered non-responsive. DSC should be in the name of the authorized signatory.

(c) To participate in the E-Bid submission of the Bid, it is mandatory for the Bidders to get registered their firm/ entity with the e-tendering portal of the Authority

http://etenders.gov.in to have user identification number & password (collectively referred to as the “ID and Password”) which has to be obtained in Bidder’s own name.

(d) The Complete Bid Documents can be viewed /downloaded from official portal of NHAI (http://www.nhai.org) or e-procurement portal of NHAI (http://etenders.gov.in) from **19th March,2025 to 8th April, 2025 upto 16.30 Hrs.** Bid must be submitted online only at (http://etenders.gov.in).

3. The preliminary requirements (detailed requirements are given in the Bid Document) of bidding firm / contractor for above works are mentioned as under: -

Average Turn-over during last 3 years (Rs.)	Work of similar nature during last 7 years	Period of Contract
5,19,000/- (30% Bid Price)	Single work of Rs. 13,82,400/- (80% of Bid Price) OR Two works of Rs. 8,64,000/- (50% of Bid Price) OR Three works of Rs.6,91,200/- (40% of bid price)	02 Months (completion period)

For the bidders participating in NHAI’s tenders in e-Tendering Portal:

- Registration is free of cost.
- No tender processing fee.
- Bidders have to use CLASS III DSC WITH Signature and encryption Component.
- Bid security/EMD is offline
- New e-procurement Portal is accessible from Central Public Procurement Portal (CPPP) i.e. <https://etenders.gov.in/>. The user can get 24X7 Helpdesk support on 0120-4200462, 0120-4001002 and email : support-eproc@nic.in.
- Cost of Bid documents (Non-Refundable): Rs. 2,000/- through RTGS/NEFT into bank account with details as under: -

Name of Beneficiary	NATIONAL HIGHWAYS AUTHORITY OF INDIA
Bank Name	Canara Bank, KANPUR MALL ROAD MAIN 208001
Account No.	1195201002428
IFSC Code	CNRB0001195

The Bidder must upload Copy of Receipt (UTR/ Reference No. /Transaction ID) towards payment of cost of Bid document.

- The Amendments/clarifications to the bid document if any will be hosted on the above website only.
- The bid should be submitted online in the prescribed format given in the website. No other mode of submission is acceptable.
- The Bids would be opened **on 9th April, 2025 at 17:00 Hrs** online at PIU-Kanpur, National Highways Authority of India, 337-D, Shyam Nagar, Kanpur. Representatives of

- the bidders (maximum of two) who choose to attend may attend the online opening of the bids at PIU-Kanpur, National Highways Authority of India, 337-D, Shyam Nagar, Kanpur on the date & time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only.
7. Conditional bids would be rejected.
 8. NHAI reserves the right to accept/reject any or all the bids without assigning any reasons thereof.
 9. For any clarification, the following office may be contacted:

Project Director,
Project Implementation Unit,
National Highways Authority of India,
House no.-337 D, Shyam Nagar,
Kanpur. 208013 (U.P.)
Phone: 0512-2630154
E-mail id: knpnhai@gmail.com

(SECTION - II)
INSTRUCTION TO BIDDERS
& APPENDIX TO BID

Section II: Instructions to Bidders
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SECTION II:
INSTRUCTIONS TO BIDDERS (ITB)

A. General

1 Scope of work

The National Highways Authority of India (NHAI) hereinafter referred as “**The Employer**” invites bids from eligible bidders for the work of Valuation of affected structures with Revenue Staff & land owners/Sub-Holders, submission after vetting from PWD/Concerned Department to Competent Authority under NH Act, 1956 as per direction of Project Director/PIU-Kanpur from Km. Km 323+475 to Km 483+687 in District Kanpur Nagar, Kanpur Dehat, Auraiya and Etawah in the project of Etawah - Chakeri Section of NH-19 in the State of Uttar Pradesh hereinafter referred as “**The work**”

And also include:-

(A)

- (i) Measurement of the existing structures including CPR (if any) with respect to existing/proposed ROW.
- (ii) Submission of details of other items e.g. hand pump, tubewell etc, and their valuation duly verified from concerning state govt. departments has also been included in the scope of work.
- (iii) Wherever buildings are situated in the acquired land/plot, they are to be marked by enamel paint showing the extent of acquisition.
- (iv) The bidder will co-ordinate with concerned State officials for the above work. Obtaining requisite revenue record and checking its authenticity shall be the responsibility of the bidder.
- (v) For avoidance of doubt, it is clarified that the survey and alignment of PIU-Kanpur has already been done.
- (vi) Details of existing fruit bearing trees and non fruit bearing trees, including species, girth and age, condition etc., with their valuations duly verified from concerning State Govt. Department (DFO, DHO etc.) is to be furnished by the firm.
- (vii) Submission of reports, duly verified by the concerned State Govt. Authority has to be furnished in three copies (Original + 2 photocopies) to PIU - Kanpur.

(B)

- (i) Each and every structure is unique and hence, detailed measurement of each any every structure with focus on each individual element should be done.
- (ii) Based on the measurements, the detailed drawings of each and every structure would be required depending upon the structure using Auto Cad programme. .
- (iii) Based on the drawing & specifications, the quantification of the elements would be done, to which the rates as per applicable PWD/PHED SOR prevailing at the time of 3A Notification would be applied to reach the final cost of structure.
- (iv) The valuation report shall be signed along with seal by approved valuer along with the Vetting of valuation from UP PWD / concerned department of State government
- (v) Photographs (size 5”x7”) of each structure from all necessary vantage points so that all its components are covered are to be provided with the valuation report.
- (vi) Valuation report should be in 3 no. hard copy + a soft copy is required.

- (vii) Valuer will have to work till the satisfaction of Competent Authority. Alteration and revisions of submission/work done by the bidder is included in this bid.
 - (viii) If any discrepancy is found at any stage, the same would have to be re-valued and have to be submitted afresh for which no-extra payment would be made.
 - (ix) National Highway Authority of India reserves the right to extend, terminate and foreclosed the said work at any state without assigning any reason.
 - (x) Demarcation at ground, field measurements and reconciliation with land acquisition done including co-ordination with revenue and other concerned Authorities at District and State Level for ensuring time bound completion of the said work.
 - (xi) Contractor shall provide complete technical assistance by way of manpower, Survey equipment's, transport arrangements etc. for the verification of this item in a time bound manner along with clearly marking the boundary line/offset locations on the structures so as to clearly demarcate the land boundary.
 - (xii) Any other services complementary to accomplishment of task to the satisfaction of NHAI.
- 1.2 The successful Bidder will complete the contract works in 45 days commencing within 7 days from the date of issue of notice to proceed with the work.
- 1.3 The quantity/number of structures mentioned in the financial proposal is tentative only and may vary as per the actual site condition. Accordingly, the firm/agency will not be entitled to the amount calculated from the quantities mentioned in the bid document. Payment will be based on quantities verified as per the actual site condition. The Contractor while submitting the report/ bills shall ensure that bifurcation of a single structure in multiple parts is not done.
- 2 Source of Funds**
- 2.1 The expenditure on this project will be met by National Highways Authority of India (NHAI).
- 3 Eligible Bidders**
- 3.1 This Invitation for Bids is open to all bidders meeting the qualification requirements prescribed in this document.
- 3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.
- 4 Qualification of the Bidder**
- 4.1 Deleted
- 4.2 All bidders shall furnish the following information and documents with their bids in Section-III, Qualification Information
- (a) Scanned copies of original documents defining the constitution or legal status, place of registration, and principal place of business; scanned copy of written power of attorney of the signatory of the Bid to commit the Bidder; & **original copy of Written Power of Attorney to be submitted in the envelop in physical form.** (Pl. refer clause 12.2 of ITB).
 - (b) Scanned copy of total monetary value of subject works performed for each of the last three years; (2021-22, 2022-23 & 2023-24)
 - (c) Scanned copy of reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the last three years;

- (d) Scanned copy of information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the present status;

4.3 Bids from joint ventures, consortiums, combination or any sort of arrangement between two or more than two entities are not allowed.

A To qualify for award of the contract, each bidder in its name should have the following: -

- (a) achieved an average annual financial turnover (in all classes of civil engineering construction works only) equal to the amount indicated in NIT during last three years ending 31st March of the previous financial year duly certified by Chartered Accountant. (Not withstanding anything to the contrary contained herein, in the event that the bid due date falls within three months of the closing of the latest financial years, it shall ignore such financial year for the purpose of the bid and furnish annual financial turnover w.r.t. 3 years preceding in last financial year).
- (b) satisfactorily completed (not less than 90% of contract value), as a prime contractor (or as a nominated/approved subcontractor, provided further that all other qualification criteria are satisfied) similar works during last Seven years ending last day of month previous to the one in which bids are invited, either of the following :-
 - i. three similar completed works costing not less than amount equal to 40% each of estimated cost.
 - ii. two similar completed works costing not less than amount equal to 50% each of estimated cost.
 - iii. one similar completed work costing not less than amount equals to 80% each of estimated cost.

The similar work constitutes experience in valuation of structures in Infrastructure Projects.

(Escalation factor as under shall be used to bring the value of such completed works to the level of current financial year i.e., 2023-24) Escalation factor (for the cost of works completed during the last 7 years & financial figures required for the calculation of bid capacity) may be taken as follows:

Year before	Multiplying Factor
One	1.00
Two	1.05
Three	1.10
Four	1.15
Five	1.20
Six	1.25
Seven	1.30

- (c) Deleted
- (d) Deleted
- (e) Deleted

4.4

B (a) Each bidder must upload the scanned copies of following documents along with the submission of online bidding:

- (i) An affidavit on a Stamp Paper duly attested from Notary public, that the information furnished with the bid documents is correct in all respects; and
- (ii) Such other certificates as defined in Section- III.
- (iii) Failure to submit the certificates/documents as specified above shall make the bid non-responsive.

4.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debaring from NHAI work etc.
- (iii) Tampered the bid document in any manner.

5 One Bid per Bidder

5.1 Each Bidder shall submit only one Bid for the work. A Bidder who submits more than one Bid will cause such bidders to be disqualified.

6 Cost of Bidding

6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

7 Site Visit

7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for subject Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the Project Director of concerned PIU of NHAI in this regard.

B. Bidding Documents (on line)

8 Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed below and addenda (if any) issued in accordance with Clause 10:

Volume- I:-

1. Notice Inviting e-Tender
2. Instructions to Bidders & Appendix to Bid
3. Qualification Information
4. Forms Bank Guarantee, Agreement & LOA
5. Conditions of Contract & Contract Data
6. Technical Specifications
7. Additional Conditions

Volume - II:-

8. Form of Bid

9. Bill of Quantities (Should be filled in the prescribed format given in the bid document)

8.2 DELETED

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, specifications, bill of quantities, etc. in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9 Clarifications on Bid Documents

9.1 A prospective Bidder requiring any clarification on the bid documents may notify the Employer in writing or by cable ("cable" includes facsimile) or through e-tender portal at the Employer's address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be hosted on website or which are required in the opinion of the Employer including a description of the enquiry, but without identifying its source.

9.2 A pre-bid meeting will be held at PIU-Kanpur, NHAI on **NA**.

9.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10 Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the Bidding Documents and shall be hosted on NHAI e-tendering portal. Bidders are advised to keep them self updated of all the addendums issued on e-tendering portal by daily checking the e-tendering portal and, NHAI does not assume any responsibility in case the bidder fails to do so and does not take any action, if required, with respect any relevant addendum.

10.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Employer shall extend, if necessary, the deadline for submission of bids, in accordance with Clause 20.2.

C. Preparation of Bids

11 Language of Bid

11.1 All documents relating to the Bid shall be in English.

12 Documents Comprising the Bid

12.1 The e-bid submitted by the bidder shall be in two separate parts.

Part-I - This shall be named **Technical Bid** and shall comprise of information submitted in section-III.

Part-II - It shall be named **Financial Bid** and shall comprise of Priced bill of quantities.

12.2 Submission of Bids in Physical form has been dispensed within the Bidding Process. The scanned copies of following documents is required to be uploaded during submission of e-bid on the e-tendering portal of NHAI, As per clause 12.1 above: However, Bidders shall be required to submit original of all the documents after declaration of bid evaluation result by Authority. Technical & Financial evaluation of Bid & 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 Bid Document. Bidders failing to

physically submit the original documents listed in Clause 12.2 of ITB shall be unconditionally debarred from bidding in NHAI projects for a period of 5 years from the date of issue of debarment notice. In case L-1 Bidder fails to submit the original documents listed in Clause 12.2 of ITB, the bidding process shall be annulled and tenders shall be re-invited.

- a) Copy of Acknowledgement for Tender Submission
- b) EMD
- c) Bid Document Fee
- d) Written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid in original.
- e) Affidavit duly Notarised (as per the format provided in Section III)
- f) Original experience certificate or Notarised copy of certificate duly signed by authorized signatory.
- g) Undertakings mentioned in Section III (Qualification Information) of this document (Duly Notarised).

12.3 The following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars
1.	Notice Inviting Tender
2.	Instruction to the Bidder
3.	Conditions of Contract
4.	Contract Data
5.	Scope of work
6.	Technical Specification

13 Bid Prices

- 13.1** The Contract shall be for the whole Works, as described in Clause 1.1 based on the total Bid price submitted by the Bidder based on the Bill of Quantities of the work.
- 13.2** The bidder shall quote bid prices on appropriate format enclosed as part of tender document on e-tender portal of NHAI.
- 13.3** All duties, taxes (except GST) payable by the Contractor under the Contract, or for any other cause, shall be included in the percentage (above / below) and total Bid price submitted by the Bidder. The GST shall be payable (if applicable) as per guidelines of NHAI (time to time).
- 13.4** The percentage (above / below) and total Bid price quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment. No extra cost towards escalation shall be payable on the contract package.

14 Currencies of Bid and Payment

- 14.1** The bid price shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees

15 Bid Validity

- 15.1** Bids shall remain valid for a period of 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

16 Bid Security

16.1 The Bidder shall furnish, as part of the Bid, Bid Security, for the amount as specified in the Appendix to ITB. The Bid Security shall be in favour of National Highways Authority of India and may be in one of the forms as indicated in Appendix to ITB. The format of Bank Guarantee shall be in accordance with the sample form of Bid Security included in the bid document (Section IV).

16.2 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.

16.3 Any bid not accompanied by an acceptable bid security and not Secured as indicated in Sub Clause 16.1 and 16.2 above shall be rejected by the Employer as non - responsive.

16.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 15.1 or award of contract package, whichever is earlier.

16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Bid Security will be forfeited:

- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) Sign the Agreement; and/or
 - (ii) Furnish the required Performance Security.
 - (iii) Commence the work after signing the Agreement within 10 days.

Alternative Proposals by Bidders

16.7 Bidder shall submit offers that fully comply with the requirement of the Bidding Documents. Conditional offer or alternate offer will not be considered and the bid will be declared non-responsive.

17 Format and Signing of Bid

17.1 The Bidder shall submit e-bid comprising of the documents as described in Clause 12 of the ITB.

17.2 DELETED.

17.3 DELETED.

D. Submission of Bids

18 Marking of Bids

18.1 The Bidders are advised to submit their Technical Bids well before the Bid Due Date. The Authority shall not be responsible for any delay in submission of Bids for any reason including server and technical problems. NHA reserves the right to accept or reject any or all Bids without assigning any reason thereof. In case of any problem with the submission of the Bid, the Bidder may have the assistance of help desk or use the help manual given on the said website.

18.2 DELETED.

18.3 DELETED.

18.4 DELETED.

18.5 DELETED.

19 Deadline for Submission of Bids

19.1 The Bidder shall ensure that the complete e-Bid is uploaded on NHA e-tender portal on or before the Bid Due Date before the time specified in NIT/e-portal. Complete e-Bid to be uploaded on NHA e-tender portal before due date and time.

19.2 NHA assumes no responsibility for inability of a bidder to submit bids through NHA's e-tendering portal on account of delay in submission at bidder's end. Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission". NHA shall not be responsible if bidder is not able to submit the bid on account of failure in network/internet connection or any other technical reason.

19.3 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

20 Deleted

20.1 Deleted

21 Modification and Withdrawal of Bids

21.1 Bidders may modify or withdraw their e-bids as directed on the e-tendering portal, before the Bid due date & time as prescribed in Clause 20.

21.2 Deleted

21.3 No bid may be modified after the deadline for online submission of bids.

21.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 shall result in the forfeiture of the Bid security pursuant to Clause 16.

21.5 Bidders may modify the prices of their bids before deadline of online submission of bid.

21.6 No Late and delayed bids after Bid Due date/time shall be permitted in e tendering portal System. Time being displayed on our e-Tendering Portal shall be final and binding on bidder and bids have to be submitted by bidders considering this time only and not the time as per their location/country.

E. Bid Opening and Evaluation

22 Bid Opening

Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the received bids (except those received late) shall be opened on the date and time mentioned in NIT (Notice Inviting Tender). 'Financial Bid' of those bidders whose technical bid has been determined to be substantially responsible shall be opened on a subsequent date through online process of e-tendering, which will be notified to such bidders.

22.1 The Employer will open the "Technical Bid" of all the bids received (except those received late), in the presence of the bidders/bidders" representatives who choose to attend at the time, date and place specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at decided by NHA.

- 22.2 In all cases, the amount of Bid Security, forms and validity shall be announced. Thereafter, the Employer at the opening as the Employer may consider appropriate, will announce the bidders' names and such other details.
- 22.3 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 23.1.
- 22.4 (i) The bids accompanied with valid bid security, bid document fee will be taken up for evaluation with respect to the information furnished in Part I of the Qualification Information and other bid.
- (ii) As soon as possible, the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration. However, to assist in the examination, evaluation of technical bids, the Employer may at his discretion, ask any bidder for clarification of his bid, however, no additional documents in support of clarification will be entertained.
- 22.5 The Employer shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids.
- 22.6 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 23.5 will be announced. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, pursuant to clause 22 and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.
- 22.7 The Employer shall prepare the minutes of the opening of the Financial Bids.

23 Process to be Confidential

- 23.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

24 Clarification of Bids and Contacting the Employer

- 24.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 24.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 24.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

25 Examination of Bids and Determination of Responsiveness

- 25.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid
- (a) meets the eligibility criteria defined in Clauses 3 and 4 of ITB;
- (b) the required documents in physical form submitted by the bidder as well as the documents uploaded by the bidder are in order; and

- (c) is substantially responsive to the requirements of the Bidding Documents. During the detailed evaluation of the “Financial Bids”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings etc.

25.2 DELETED.

25.3 DELETED.

26 DELETED.

27 Evaluation and Comparison of Financial Bids

27.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.

27.2 DELETED

27.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer’s/ Employer’s estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 33 be increased and an additional performance security of 05 (five) percent may be obtained at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

27.4 A bid, which is unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

28 Price Preference

28.1 There will be no price preference to any bidder.

F. Award of Contract

29 Award Criteria

29.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be:

(a) Eligible in accordance with the provisions of Clause 3, and

(b) Qualified in accordance with the provisions of Clause 4

30 Employer’s Right to Accept any Bid and to Reject any or all Bids

30.1 Notwithstanding Clause 30, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the 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 Employer’s action.

31 Notification of Award and Signing of Agreement.

- 31.1 The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I **General Conditions of Contract** called the “Letter of Acceptance”) will state the sum that the Employer will pay to the Contractor in consideration of the execution, and completion of the Works, by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).
- 31.2 The notification of award (LOA) will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 33.
- 31.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.
- 31.4 Upon furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

32 Performance Security

- 32.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of 10 (Ten) percent of the Contract Price, valid for the period of 14 months i.e, upto two months beyond the expiry of completion period of the contract plus additional security for unbalanced Bids in accordance with Clause 28.3 of ITB and sign the contract
- 32.2 The performance security shall be in the form of a Bank Guarantee in the name of the Employer, from a Bank as applicable in case of bid security defined in Appendix to ITB.
- 32.3 Failure of the successful bidder to comply with the requirement of sub-clause 33.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.
- 32.4 The successful bidder to whom ‘LOA’ has been issued is required to sign the agreement at Employer’s Office within 15 days of issue of LOA.

33 DELETED

34 Corrupt or Fraudulent Practices

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India / State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution.

The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption enforced in India, namely, Prevention of Corruption Act, 1988.

(SECTION - III)
QUALIFICATION INFORMATION
(To be filled by Bidder)

SECTION III
QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

Qualification Information

1. For Individual Bidders

1.1 (a) Year of Constitution

(b) Legal status of Bidder (Proprietorship/Partnership or Pvt. Ltd. firm)
[Upload scanned copy of original]

(c) Place of registration:

(d) Principal place of business:

1.2 Power of attorney of signatory of Bid *[Upload scanned copy & also supply Original copy in envelop of physical form]*

1.3 Total value of Valuation work performed in the last three years (in Rs. ___ Lakhs) refer ITB Clause 4.4 A (a)
(Upload scanned copies of certificate from Chartered Accountant & also supply original certificate from Chartered Accountant *or duly notarized copy*)

2021-2022 -----

2022-2023 -----

2023-2024-----

Total-----

Average per year

1.4. Work of a similar nature, performed as prime contractor during the last three years as per ITB Clause 4.4A (b).

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs. Lacs)	Date of issue of work order	Stipulated period completion	Actual date of completion	Remarks Explaining reasons for delay & work completion

- *Upload certificate(s) from the Employer (to be given by an officer at the rank of Executive Engineer or equivalent & also supply original or certified/notarized copy in scanned form in E-tender Portal and in Physical pursuant to provisions of the RFP)*

1.5 Information on litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

2. Bidders should upload the scanned copy of the following affidavits/ undertakings as per formats enclosed hereinafter & also send original copy of Affidavit/Undertakings:

- (i) Affidavit (it should be on stamp paper attested by Notary public)
- (ii) Undertaking that the Bids shall remain valid for the period specified in Clause 15.1 (it should be on stamp paper attested by Notary public).

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the enclosed 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 authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by NHAI to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the NHAI and within the prescribed time.

(Signed by an Authorised Representative of the Firm)

Name of the Representative

Name of Firm

DATE

(To be Notarised by Notary)

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period of _____ days after the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorised Representative of the Firm)

Name of the Representative

Name of Firm

DATE

(To be Notarised by Notary)

(SECTION - IV)
**FORMS OF BANK GUARANTEE, BANK CERTIFICATE,
LOA & AGREEMENT**

The Appendix forms part of Bid. Bidders are required to fill up all the blanks in the form of Bid and Appendix thereto)

To

**The Project Director,
Project Implement Unit,
National Highways Authority of India,
House no. 337-D, Shyam Nagar, Kanpur-208013**

DESCRIPTION OF WORKS: Valuation of affected structures, and any other value addition to the land, Building etc. within the Proposed ROW of the work of Six Laning of Etawah-Chakeri (Kanpur) Section of NH-2 from Km 323+475 to Km 483+687 in the State of Uttar Pradesh under NHDP Phave-V on Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis..

Reference letter No.

Dear Sir,

Having examined the Bid Documents, Instructions to Bidders, Scope of works, General Conditions of Contract, Special Conditions of Contract, Maintenance Standards and Technical Specifications, Bill of Quantities, schedules for the execution of the above named works, we, the undersigned offer to execute and complete such works and remedy and defects therein in conformity with the said bid documents for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Bid documents.

2. We undertake, if our Bid is accepted, to commence the work within ten (10) days of receipt of the order to commence, and to completed and deliver the sections and whole of the works comprised in the Contract within the period stated in the bid hereto.
3. If our Bid is accepted, we will furnish Performance Security (ies) in the form of a Bank Guarantee to be jointly and severally bound on us, in accordance with the Conditions of Contract.
4. We agree to abide by this Bid for the period of Sixty day (60 days) from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

We confirm our agreement to treat the Bid documents and other records connected with the works as secret and confidential documents and shall not communicate information contained therein to any other person other than the person authorised by the Employer or use such information in any manner prejudicial to the safety and integrity of the works.

Unless and until an agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance without assigning any reasons thereof.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2025

Signature _____ in the capacity of _____ duly authorised **

To sign Bid for an on behalf of _____

(In block capital letters)

Address : _____

Signature of Witness _____

Name of witness _____

Address of witness _____

** Certified copy of Power of Attorney/authorization for signature shall be furnished by the bidder.

FORM OF BANK GUARANTEE FOR BID SECURITY

(Contract Package no. _____)

WHEREAS _____ (Name of Tenderer) (hereinafter called the Tenderer) wishes to submit his tender for **“Valuation of affected structures, and any other value addition to the land, Building etc. within the Proposed ROW of the work of Six Laning of Etawah-Chakeri (Kanpur) Section of NH-2 from Km 323+475 to Km 483+687 in the State of Uttar Pradesh under NHDP Phave-V on Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis.”** herein called **“the Tender”** KNOW ALL MEN by these present that we _____ (Name of Bank) of _____ (Name of country) having our registered office at (_____) (hereinafter called the ‘Bank’) are bound unto the National Highways Authority of India (hereinafter called **“the Employer”**) in the sum of the Rs. _____ (Rupees _____) *for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day _____ of 2017 and undertake to pay the amount of _____ Rs. _____ to the employer upon receipt of his written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.

Or

If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity.

(a) fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required;

or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay Employer upto the above amount upon receipt of his first written demand, without the employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to his owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee shall also be operatable at our _____, Kanpur Branch (UP), from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

This guarantee will remain in force upto and including 45 days beyond the validity of the bid stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank

is hereby waived. Any demand in respect of this guarantee should be made on the Bank on or before the date of expiry of this guarantee.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____ in words) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this guarantee shall cease.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

NAME, DESIGNATION, Seal and address with Phone/Fax no. of the Bank

Signature of Witness _____

Name of Witness _____

Address of the Witness _____

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

National Highways Authority of India
PIU- Kanpur

WHEREAS..... (name and address of contractor) hereinafter called “the contractor” has undertaken, in pursuance of LOA No. Dated to execute..... (Name of Contract and brief description of Works) (hereinafter 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 Nationalised/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 being 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 also be operatable at our, Kanpur (UP) Branch, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The liability of Bank under this Guarantee shall not be affected by any change in the constitution of the contractor or of the Bank.

This guarantee shall be valid upto two months beyond the expiry of completion period of the contract.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____ in words) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this guarantee shall cease.

Signature and Seal of the Guarantor with Name, Designation, Employee Code Number
.....

Name of the Issuing Bank/Branch.....

Address, Phone/Fax no.Date

Name of Controlling Bank/Branch, Full Address & Telephone/Fax No. on the presence of (if this is to be witnessed as per bank's Policy) _____

1. _____ (Name, Address, Occupation)

2. _____ (Name, Address, 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 OF LETTER OF ACCEPTANCE

No.

Dated

To

M/s.....

Sub.: Valuation of affected structures, and any other value addition to the land, Building etc. within the Proposed ROW of the work of Six Laning of Etawah-Chakeri (Kanpur) Section of NH-2 from Km 323+475 to Km 483+687 in the State of Uttar Pradesh under NHDP Phave-V on Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis.

Sir,

Based on your bid submitted on in compliance of bidding document of NHAI for execution of the work of , it is hereby notified that your bid for a contract price of **Rs..... (Rupees in words.....)** has been accepted for and on behalf of NHAI.

You are hereby requested to furnish Performance Security plus additional security in the form detailed in para. 33.2 of ITB for an amount equivalent to **Rs..... (Rupees in words.....)** within 10 days as per provisions of clause 33.1 of ITB of the bid document and sign the contract agreement failing which the actions as stipulated in clause-33.3 of ITB shall be taken.

Thanking you,

Yours faithfully,

(.....)
Project Director,
PIU-Kanpur

FORM OF AGREEMENT

AGREEMENT

This agreement made the _____ day of _____ 2017 between the National Highways Authority of India, New Delhi (hereinafter 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. **“Valuation of affected structures, and any other value addition to the land, Building etc. within the Proposed ROW of the work of Six Laning of Etawah-Chakeri (Kanpur) Section of NH-2 from Km 323+475 to Km 483+687 in the State of Uttar Pradesh under NHDP Phave-V on Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis.”** AND WHEREAS pursuant to the bid submitted by the Contractor, vide _____ (here in after referred to as the “BID” or “OFFER”) 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 clause 33.1 of the instructions to bidders (Section-II).

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 construed as part of this agreement viz.
 - a) The Contract Agreement,
 - b) Letter of Acceptance,
 - c) Contractor's Bid,
 - d) Contract Data,
 - e) Conditions of Contract including Special and Other Conditions of Contract
 - f) Bill of Quantities
 - g) Any other document listed in the Contract Data.

3. The foregoing documents shall be construed 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.

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 _____

For and on behalf of National Highways Authority of India, New Delhi - 110 075

Binding Signature of Contractor _____

In the presence of

1. Name:
Address:

2. Name:
Address:

In the Presence of

1. Name:
Address:

2. Name:
Address:

(SECTION - V)
CONDITION OF CONTRACT

Table Cause

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Section V

CONDITIONS OF CONTRACT

Part I General Conditions of Contract (GCC) and Contract Data

A. General

1. Definitions

- 1.1** Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

The Completion Date is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 37.1.

The Contract is the Contract between the Employer and the Contractor to execute, remedy any defects and complete the Works. It consists of the documents listed in Clause 2.2

The Contract Data defines the documents and other information, which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed upon the online submission of the Bid and subsequent submission of documents to be submitted in the physical form as required under the ITB.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The Employer is the party as defined in the Contract Data, who employs the Contractor to carry out the Works. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the authorized representative of Employer by issuing an extension of time after approval of Competent Authority.

The **Site** is the area defined as such in the Contract Data.

The **Start Date** is the date within 07 (seven) days after the date of issue of Notice to Proceed with the work.

A **Variation** is an instruction given by the representative of the Employer after the approval from NHAI, which varies the Works.

The **Works** are what the Contract requires the Contractor to carry out the work as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The authorized representative of the Employer will provide instructions clarifying queries about these Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement,
- (b) Letter of Acceptance, Notice to Proceed with the Work,
- (c) Contractor's Bid,
- (d) Contract Data,
- (e) Conditions of Contract including Special Conditions of Contract
- (f) Bill of Quantities, and
- (g) Any other document listed in the contract data as forming part of the contract

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Employer's Decisions

4.1 Except where otherwise specifically stated, the authorized representative of the Employer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 The authorized representative of the Employer, duly informing the Employer, may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Personnel

7.1 If the authorized representative of the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

8. **Employer's and Contractor's Risks:** The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
9. **Employer's Risks**
 - 9.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.
10. **Contractor's Risks**
 - 10.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.
11. **DELETED.**
12. **Queries about the Contract Data**
 - 12.1 NHAJ, PIU-Kanpur will clarify queries on the Contract Data.
13. **The Works to Be Completed by the Intended Completion Date**
 - 13.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the authorized representative of the Employer and complete them by the Intended Completion Date.
14. **DELETED**
15. **Safety**
 - 15.1 The Contractor shall be responsible for the safety of all activities on the Site.
16. **DELETED**
17. **DELETED**
18. **Instructions**
 - 18.1 The Contractor shall carry out all instructions of the authorized representative of the Employer, which comply with the applicable laws where the Site is located.
19. **Disputes**
 - 19.1 Any dispute between the parties as to matters arising pursuant to this contract which cannot be settled amicably within 30 days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party for settlement in accordance with provisions specified in the SC.
20. **DELETED**
21. **DELETED**

22. DELETED

23. Extension of Completion Date

23.1 NHAI shall extend the Completion Date in case full justification exists, if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost. No price variation will be payable during the extended period.

24. DELETED

25. DELETED

26. DELETED

27. Uncorrected Defects

27.1 If the Contractor has not corrected a Defect, to the satisfaction of the Employer, within the time specified, NHAI, PIU-Kanpur will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

28. Quantity Variations

28.1 Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (+/-) 25% for each item. In case of variation in quantities beyond +25%, the rates for the additional quantities beyond +25% variations shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

29. DELETED

30. Payment Certificates

30.1 The contractor shall submit bill on periodic basis and payment will be released as per actual quantity executed as:

- (i) 50% payment shall be released after submission of valuation for the structure report to PWD/ concerned department for vetting.
- (ii) 25% payment shall be released after vetting of valuation reports etc. from PWD/ concerned department.
- (iii) 25% payment shall be released after the acceptance of work by the CALA/Authority.

31. DELETED

32. Tax

32.1 The price / rate quoted by the Contractor shall be deemed to be inclusive of the levies and taxes (except GST) of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract.

The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

33. DELETED

34. Penalty for delay in Completion of the work.

34.1 Any delay on account of Contractor in completing the work, shall attract a penalty of 5% per month or part thereof, of the contract value with maximum limit of 10%.

34.2 Default of Contractor in Compliance - In case of default on the part of the Contractor in carrying out such instructions within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto, and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any money due or to become due to the Contractor and the Employer shall notify the Contractor accordingly.

35. DELETED

36. Securities

36.1 The Performance Security equal to ten percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Appendix to ITB (Clause 33.2) by a scheduled commercial bank. The Performance Security shall be valid for the period of 28 days after the expiry of defect liability period of 6 months plus additional security for unbalanced Bids in accordance with Clause 28.3 of ITB and sign the contract.

37. Completion

37.1 The valuation of asset to be acquired shall be based on current Schedule of Rates applicable on the date of publication of 3A notification, issued by State PWD/Forest/Irrigation/Agriculture department. The valuation so carried out shall be required to be got vetted from these departments for their authentication. Any correction/modifications desired by these agencies shall be required to be carried out to their satisfactions. Necessary vetting charges if required to be paid to any of the concerning Govt. departments will be borne by NHA.

37.2 Work/Contract will be considered as completed when the valuation estimate for the entire stretch/work has been received by NHA from Competent Authority, Land Acquisition under NH Act-1956 in the form of 3(G) estimate.

38. DELETED

39. DELETED

40. Termination

40.1 Termination on expiry of the CONTRACT: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless NHA has exercised its option to extend the Contract.

40.2 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.

- 40.3 Termination on BREACH OF CONTRACT: Contract will be terminated by Employer in case of breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Employer's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Employer
- 40.4 Termination for DELAY: Successful Bidder shall be required to perform all activities/services. If the Successful Bidder fails to do so, the Contract may be terminated by NHAI by giving 30 days written notice unless NHAI has extended the period.
- 40.5 NHAI may at any time terminate the Contract by giving 30 days notice without assigning any reason.

41. DELETED

42. DELETED

Special Conditions of Contract

43. **Labour**

- 43.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 43.2 The Contractor shall, if required by the NHAI, deliver to the NHAI a return in detail, in such form and at such intervals as the NHAI may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the NHAI may require.

44. **Compliance with Labour regulation**

- 44.1 During continuance of the Contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

45. DELETED

46. DELETED

47. Arbitration (GCC Clause 19)

47.1 Any dispute in respect of which an amicable settlement has not been arrived at shall be finally settled by arbitration as set forth below. The arbitral tribunal shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer related to the dispute.

- (i) 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 shall be finally settled by arbitration in accordance with the Arbitration & Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 (three) 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 upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the Appointing Authority as specified in the contract data to GCC.
- (ii) Neither party shall be limited in the proceedings before such tribunal to the evidence or arguments before the other party /Independent Consultant.
- (iii) Arbitration may be commenced during or after the Contract period, provided that the obligations of the Employer and the Contractor shall not be altered by reason of the arbitration being conducted during the Contract Period.
- (iv) If one of the parties fails to appoint its arbitrator in pursuance of Sub-clause (i) above, within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Chairman of the Executive Committee of the Indian Road Congress, shall appoint the Arbitrator. A certified copy of the order of the Chairman of the Executive Committee of the Indian Road Congress making such an appointment shall be furnished to each of the parties.
- (v) Arbitration proceedings shall be held at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (vi) The expenses incurred by each party in connection with the preparation, presentation etc of its proceedings shall be borne by each party itself.
- (vii) The fees and expenses payable to the Arbitrators shall be as per the schedule of remuneration and expenses for Arbitrators notified by NHAI vide letter 11041/11/2016-HR-I dated 01.06.2017 reproduced herein below, or any amendment thereof:

Schedule of Expenses and Fee payable to the Arbitrators

Sr. No.	Particulars of fees and expenses	Amount payable per Arbitrator per Case where total sum of all claims or counter-claims in the case before AT is up to Rs. 100 Crore	Amount payable per Arbitrator per Case where total sum of all claims or counter-claims in the case before AT is above Rs. 100 Crore and up to Rs. 500 Crore	Amount payable per Arbitrator per Case where total sum of all claims or counter-claims in the case before AT is above Rs. 500 Crore
1.	Fee	(i) Rs. 25,000/- per day;	(i) Rs. 40,000/- per day.	(i) Rs. 50,000/- per day;
		(ii) 25% extra on fee at (i) above in case of fast-track procedure as per Section-29(B) of A&C Act; or 10% extra on fee at (i) above if award is published within 6 months from date of entering the reference by AT;	(ii) 10% extra on fee at (i) above if award is published within 6 months from date of entering the reference by AT;	(ii) 10% extra on fee at (i) above if award is published within 6 months from date of entering the reference by AT;
		Alternatively, the Arbitrator may opt for a lump-sum fee of Rs. 5.00 lakh per case including counter-claims.	Alternatively, the Arbitrator may opt for a lump-sum fee of Rs. 8.00 lakh per case including counter-claims.	Alternatively, the Arbitrator may opt for a lump-sum fee of Rs. 10.00 lakh per case including counter-claims.
2.	Reading Charges – One Time	Rs. 25,000/- per arbitrator per case including counter claims.	Rs. 40,000/- per Arbitrator per case including counter claims.	Rs. 50,000 per Arbitrator per case including counter claims
3.	One-time charges for Secretarial Assistance and Incidental Charges (telephone, fax, postage etc.)	Rs. 25,000/- per arbitrator per case	Rs. 25,000/- one-time per arbitrator per case	Rs. 25,000/- one-time per arbitrator per case
4.	One-time Charges for publishing / declaration of the Award	Rs. 40,000/- per arbitrator	Rs. 50,000/- per arbitrator	Rs. 60,000/- per arbitrator
5.	Other Expenses (as per actuals against bills subject to ceiling given below)			
(i)	Traveling Expenses	Economy Class (by air), First Class AC (by train) and AC Car (by road)		
(ii)	Lodging and Boarding	Rs. 15,000/- per day (Metro Cities); or Rs. 8,000/- per day (in other cities); or Rs. 5,000/- per day, if any Arbitrator makes own arrangement		
6.	Local Travel	Rs. 2,000/- per day		
7.	Extra Charges for days other than meeting days (maximum for 2x½ days)	Rs. 5,000/- per ½ day for outstation Arbitrator		

Note	1. Lodging, boarding and travelling expenses shall be allowed only for the arbitrator who is residing 100 kms. away from the venue of the meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bengaluru and Hyderabad shall be considered as Metro Cities.
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Additional Notes:

- (i) In case of arbitrations under SAROD Rules of Arbitration, SAROD may consider to revise its order dated 08.01.2016 as per the above schedule. Thereafter only, the above schedule shall be applicable subject to modifications made by SAROD, if any.
- (ii) The above schedule of fees and expenses shall be applicable to all meetings of ATs being held on or after the date of issue of this Circular where the fee structure of NHAI has been followed by the Arbitral Tribunals on its own or in pursuance of the provision in original agreement or Supplementary Agreement between the parties.
- (iii) In case of future bidding/ contracts, the fee structure as may be determined by the NHAI from time to time, may be included as part of the Bidding/ Contract Documents and the acceptance of the above fee structure by the Contractors/ Concessionaires/ Consultants may be kept as a pre-condition for signing the contract.

OTHER CONDITIONS

1. Applicant Valuer should be a Govt. Approved Valuer (Lands and Buildings).
2. Color Photographs (Size 5 inch x 7 inch) of each structure showing complete structure should be enclosed along with the valuation of structures.
3. Preference will be given to a valuer having more experience of valuation in Land Acquisition process.
4. Valuation Report should be submitted in 3 sets Hard Copy with photographs and 2 sets in Soft Copy form such as DVD, Pen drive or External Hard Disc form.
5. The Employer will not provide any Mobilisation Advance for this work.
6. Entire work will be carried out as per guidelines and requirement of Project Director, NHAI, PIU-Kanpur.
7. Survey & affected structures along with parameter drawings on AutoCAD with oil paint marking & numbering on structure to be valued with written consent of owner. This will also cover details of other structures.
8. The valuer shall submit detailed AutoCAD drawings comprising dimensional plans to the scale along with sectional elevation etc. giving specification details of the assets to be acquired duly consented by the owner.
9. The contractor must study the specifications and conditions carefully before tendering.

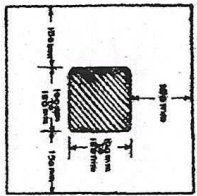
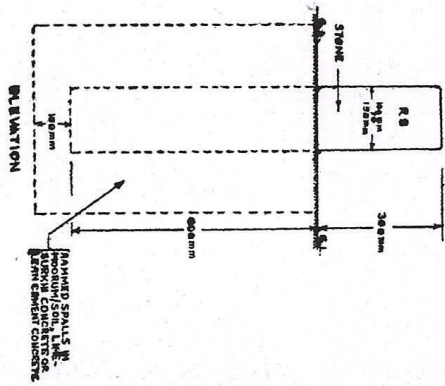
CONTRACT DATA

		Clause Reference
Items marked "N/A" do not apply in this Contract		
1.	The Employer is	[Cl.1.1]
	Name : Chairman, National Highways Authority of India	
	Address : G-5&6, Sector 10, Dwarka, New Delhi 110 075	
	Name of authorized Representative : Project Director, NHAI, PIU-Kanpur	
2.	The Engineer is : Project Director, PIU- Kanpur	
3.	The Intended Completion Date for the whole of the Works is 45 days after start of work	[Cl.1.1, 13.1]
5.	The Start Date shall be within 7 days after the date of issue of notice to proceed with the work	[Cl.1.1]
6.	The location of Site is given in the bid notice (Section I)	[Cl.1.1]
7.	The name and identification number of the Contract given in the table given in the bid notice (Section I)	[Cl. 1.1]
8.	The law which applies to the Contract is the law of Union of India	[Cl. 3.1]
9.	The language of the Contract document is English	[Cl. 3.1]
10.	The following documents also form part of the contract: Addendum /corrigendum/ any clarification to the bid documents	[Cl. 2.2]

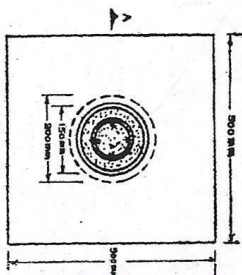
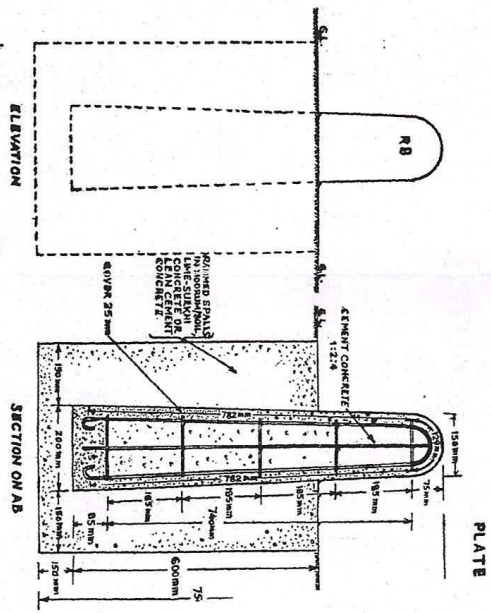
(SECTION - VI)

TECHNICAL SPECIFICATIONS & DRAWINGS

All round. But these have to be
 rich concrete, or lean cement
 is the road land and boundary
 displaced during agricultural
 s are intended to serve as



PLAN
 TYPE DESIGN WITH STONE AS MATERIAL



PLAN
 TYPE DESIGN WITH R.C.C. AS MATERIAL

BAR BENDING SCHEDULE			
Sl. No.	TYPE OF BAR	NO. OF BARS	LENGTH IN METRE
1	MAIN BARS	2	1.84 m
2	TOP/HOIST STRIP	1	370 mm
3	STRIP (FIRST TOP)	1	405 mm
4	STRIP (SECOND TOP)	1	440 mm
5	STRIP (THIRD FROM TOP)	1	472 mm
6	(BOTTOM) STRIP	1	910 mm