



**NATIONAL HIGHWAYS AUTHORITY OF INDIA
(MINISTRY OF ROAD TRANSPORT & HIGHWAYS, GOVT OF INDIA)**

**SURVEY AND VALUATION OF AFFECTED STRUCTURES AND ANY OTHER VALUE
ADDITION TO THE LAND (MULTI STOREIED BUILDINGS, ETC.) WITHIN PROW OF
6-LANING OF HUBLI DHARWAD SECTION OF NH-48 (OLD NH-4) IN THE STATE OF
KARNATAKA.**

REQUEST FOR PROPOSAL

Project Director
Project Implementation Unit, Dharwad,
National Highways Authority of India
Shiva Krupa Nivas, Vivekananda Nagar 2nd Cross
Near Excellent NEET Academy, Vidyagiri
Dharwad-580004
Email: dha@nhai.org and piudharwad@gmail.com
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National Highways Authority of India
Project Implementation Unit, Karnataka
Nagasandra -

Short Term Inviting Quotation (NIQ)

1. The National Highways Authority of India (NHAI) hereby invite bids for the work "Survey and Valuation of affected structures, and any other value addition to the land, Multi storied Building etc. within the PROW of **6-laning of Hubli-Dharwad Section of NH-48 (Old NH-4) in the State of Karnataka**, hereinafter called "the work".
2. Bids are invited from Registered firms/Organizations/ Individuals who has registered for Valuation of structures with the Government, for "the work", details of which are given below

Sl. No.	Name of work	Tender Document Cost (Rs.)	EMD	Time Period
1	Survey and Valuation of affected structures, and any other value addition to the land, Multi storied building etc., within the PROW of 6-laning of Hubli-Dharwad Section of NH-48 (Old NH-4) in the State of Karnataka	Rs.5,000	25,000/-	3 Months

3. "The work" is Valuation of affected structures, and any other value addition to the land (multi storied buildings, etc.) Including Joint Measurement with revenue Staff & land owners / Sub-Holders, and submission of valuation reports duly vetted by concerned Govt. Departments to the Competent Authority, Land Acquisition as per direction of Project Director. incl. providing videography through suitable equipment Survey equipment, manpower, Area calculation, JM sheets etc. all in complete respect, including stationary/printing/consumables and submission to CALA, up to his satisfaction, within the PROW of **6-laning of Hubli-Dharwad Section of NH-48 (Old NH-4) in the State of Karnataka**.
4. "The work" should be completed within 90 days from the date of work order.
5. The Bid Documents are available on our website www.nhai.gov.in and can be downloaded free of cost. However, to participate for bidding, bidders have to pay Rs. 5000/- (non-refundable) towards the fee of bidding document in favour of Regional Officer, NHAI, RO-Karnataka through DEMAND DRAFT. Tender fee submitted for previous calls if any, of the tender shall not be applicable and fresh tender fee is to be submitted.
6. The quotation shall be submitted physically in hard bound cover as per the prescribed format given in the tender documents. The last date for submission of quotation is **23.01.2023 Up to 03.00PM**. The Technical bid would be opened on the **23.01.2023 at 04.00PM** in the presence of intending bidders or the representatives who chose to attend. Any quotation received late will not be entertained.
7. Address for Communication: -
Project Director,
National Highways Authority of India

Shiva Krupa Nivas, Vivekananda Nagar
2nd Cross, Vidyagiri, Dharwad - 580004
Ph: 0836-2461244/2461442
Email: dha@nhai.org and piudharwad@gmail.com

8. The completed bids received up to the time and date specified above shall be opened at 04.00PM on 23.01.2023 by the Evaluation Committee constituted for the purpose of opening & evaluation of bids in presence of those bidders authorized representative who choose to be present.
9. NHAI reserves the right to accept or reject all/ any bids without assigning any reason.
10. For any clarification, the office of the undersigned may be contacted.

The Project Director,
National Highways Authority of India
Project Implementation Unit, Dharwad.

INSTRUCTIONS TO BIDDERS (ITB)

Name of the work - Survey and Valuation of affected structures, and any other value addition to the land, Multi storied Buildings etc. Within the PROW of **6-laning of Hubli-Dharwad Section of NH-48 (Old NH-4) in the State of Karnataka.**

Clause No.	Item Description	Sub clause no.	Details
1	Scope of work	1.1	<p>The National Highways Authority of India hereinafter referred as "The Employer" wishes to receive bids from eligible bidders" for the work of Survey and Valuation of affected structures, and any other value addition to the land (multi storied buildings etc.) including Joint Measurement using their own survey equipment including videography through suitable equipment with revenue Staff & land owners / Sub-Holders, and submission of valuation reports duly vetted by concerned Govt. Departments to Competent Authority, Land Acquisition as per the direction of Project director within the PROW of 6-laning of Hubli-Dharwad Section of NH-48 (Old NH-4) in the State of Karnataka" herein after referred as "The work".</p> <p>And also include;-</p> <p>(i) Valuation of assets in the Acquired land within PROW. The details are as follows:</p> <ol style="list-style-type: none"> a. Valuation of affected structures, boundary walls, bunds, water tank, borewell and isolated toilet blocks up to 10 Sqm area, etc. or any other value addition to the land building. b. Verification of Measurement with Revenue Staff & Land Owner c. Due consideration for depreciation and Salvage value shall have to be accounted to arrive at the Valuation of the property d. Plinth Area Rates shall be adopted for the valuation of the structures. e. Preparation of Joint measurement report along with three Photographs from different angle (Front, Side and inside) to the satisfaction of NHA as mentioned in clause 7.2. f. Vetting of valuation from concerned department of State government viz WD/ PHED/ Horticulture/ Forest/ Agriculture/ Irrigation etc. <p>(ii) Co-ordination with revenue viz and</p>

			<p>other concerned Authorities at District and State Level for ensuring time bound acquisition as per the Act.</p> <p>(iii) Any other services complementary to accomplishment of task to the satisfaction of NHAI & Competent Authority for Land Acquisition</p>
2	Submission and evaluation of the bids, issue of LOA	2.1	<p>The bid should be submitted in hard bound manner, in original, along with Bid Security specified in the bid notice by way of Bank Guarantee in favour of NHAI RO Bangalore, duly sealed in the envelope and submitted either by registered post or in person so as to reach: Project Implementing Unit - Not later than 03.00 PM on 23.01.2023, clearly marking on the envelope "Bid for Valuation of affected structures, and any other value addition to the land, building etc. within the Proposed ROW of NH-105 and "DO NOT OPEN BEFORE 04:00 PM on 23.01.2023.</p> <p>Any bid received after deadline prescribed above will be returned unopened to the bidder.</p> <p>The Employer reserves the right to accept or reject all/ any bids without assigning any reason. The bid submitted by the Bidder shall be in two separate parts:</p> <p>Part I. This shall be named as "Technical bid" and shall comprise of documents detailed under clause 7 in the proceeding paras and shall be submitted in hard bound manner. The bids submitted in loose/spiral form shall be rejected.</p> <p>Part II. It shall be named as "Financial Bid" and shall comprise of the following and shall be submitted in bound form: (1) Financial Bid form (as per Appendix- I) (ii) Priced Bill of Quantities (as per Appendix-II).</p> <p>The bidder shall first seal the Part-I and Part-II in separate envelopes and then place both the envelopes in the outer envelope. The outer envelope shall also be sealed properly.</p>

		2.2	<p>The documents submitted by the bidder should be properly indexed. All pages should be numbered and duly signed by the bidder or persons duly authorized to sign on behalf of the Bidder (Power of Attorney in the case of limited firm and affidavit for being partner/ the case of partnership/proprietorship firm/individual consultant shall be submitted with the bid).</p> <p>The bidder should quote their bid price in the financial bid in prescribed format enclosed as Appendix-I (Form of submission of bid) and Appendix-II (Bill of Quantities) and both of it should be submitted in a separate sealed envelope marked as "Financial Bid". The rate should be quoted as fixed rate only and not as a percentage of the values determined for the assets.</p> <p>"Financial Bid" and other documents as mentioned in Cl. 7 of ITB should be submitted in bound manner within the outer envelope as mentioned in Cl. 2.1 of ITB.</p> <p>The bidder shall submit the Annual Average Turnover (India/global income) of at least INR 6 lakhs (Rupees Six Lakhs only) or equivalent for last 3 (three) Financial Years 2019-2020, 2020-2021 and 2021-2022 certified by CA as per Appendix-VI.</p>
		2.3	<p>The rate should be quoted as fixed rate only and not as a percentage of the values determined for the assets. Any correction shall be made by initialing, dating & rewriting. The rates quoted by the bidder shall be fixed for the duration of the Contract. No extra cost towards escalation</p>
		2.4	<p>All duties, taxes (excluding GST) and other levies. payable by the Consultant under the Contract, or for any other cause shall be deemed included in the rates and prices in the total bid price submitted by the bidder. GST shall be reimbursed on submission of proof of deposit, with certification executed by a practicing Chartered Accountant.</p>
		2.5	<p>The name and the complete mailing address of the bidder should be clearly written on the envelope.</p>
		2.6	<p>All the information/ clarification/ details regarding the work shall be answered only</p>

			in English Language.
		2.7	Failure to provide information which is essential to evaluate the bidder's qualifications, or to provide timely clarification or substantiation of the information supplied, may result in disqualification of the bid.
		2.8	Deleted
		2.9	The Employer may, at his discretion, extend the deadline for submission of bids by issuing an addendum, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
		2.10	Deleted
		2.11	The Employer will open all the bids received offline, in the presence of the Bidders or their representatives who wish to attend at scheduled time, date and the place specified in Bid Documents. In the event of the scheduled date of bid opening being declared a holiday, the bids will be opened at the same time and location on the next working day. The employer will evaluate and compare only the responsive in accordance with C1.3.1 of ITB
		2.12	Technical& Financial evaluation of bid and declaration of result shall be done based on the documents received offline after confirmation of Bid Security BG from the issuing Bank and payment for cost of tender in Authority's Account. After evaluation of the bid by the evaluation committee as per bid conditions and on approval of the competent Authority, the Employer shall notify the successful bidder that its bid has been accepted, the Employer will send the bidder the Form of Agreement provided in the Bidding Documents incorporating all the agreements between the parties. Within 7 (seven) days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer. After signing of the Agreement, Letter Proceed for the work will be issued. immediately to the successful bidder.
		2.13	The work will have to be started immediately after issue of Letter to Proceed, however not later than 05 (five) days from the date of issue of Letter to Proceed. Failure on the part of successful

			bidder to start the work within the scheduled time will result in cancellation of award of contract as well as blacklisting of the firm and forfeiture of Earnest Money/Bid Security.
		2.14	Deleted
3	Qualification of the Bidder	3.1	<p>To be qualified for award of Contract:</p> <p>i) Bidders must be registered for Valuation of Structures (Land, Building and other related structure] with the Government and/or registered with institution of Valuers.</p> <p>ii) Bidder shall engage following personal for valuation works & submit their curriculum vitae with copy of qualification and experience certificates along with the Bids</p> <p>a) Architect 1 no. having qualification B. Arch. with minimum experience of 10 years.</p> <p>b) Engineers (Civil) 2 no. having qualification Diploma in Civil Engineering</p> <p>c) Draftsman/ CADD operator - 1 no.</p> <p>Experience of firm:-</p> <p>iii. Must have carried evaluation of more than 500 Structures and other assets in any one project executed by NHAI/World Bank funded/ADB funded project/ Any other Government Organisation's Project/Valuation of structures for Income Tax Department/ Banks during the last 3 years ending last day of month previous to the one in which bids are invited. Certificate from the Employer that the work is carried out to the satisfaction of Employer clearly mentioning the name of work, date of start/completion of the work shall be submitted with the Bids.</p> <p>iv. Bidder should not have been blacklisted/debarred in last five years from date of submission of bid by any Central/State Government/Public Sector undertaking in India.</p> <p>v. Bidder should not have been convicted by any court of law for any criminal or civil offences either in past or in present.</p> <p>vi. Bidder should not have been declared</p>

			bankrupt in the past. In case of a JV/Consortium each member must satisfy this criteria.
4	Site visit	4.1	The bidders are advised to visit and examine the Site of Works and its surroundings for obtaining relevant information, which they feel necessary prior to preparing the bid and entering into a contract for the Works, at their own cost and responsibility. Further the Quantity mentioned in the BOQ provided in Appendix-II is for Tender Purpose. The Bidder shall carry out field checking to ascertain the exact number of structures
5	Bid validity	5.1	Bid shall remain valid for a period of 60 days from the date of bid opening.
6	Bid security	6.1	The bidder is essentially required to furnish Bid Security for the amount mentioned in the Notice Inviting Tender.
		6.2	The Bid Security shall be in the form of a Bank Guarantee, drawn in favour of National Highways Authority of India, RO Bangalore by any Schedule Nationalized bank.
		6.3	The bids submitted without Bid Security shall be treated as non-responsive and shall be rejected by the Employer
		6.4	Bid Security of unsuccessful bidders shall be returned, after the expiration of the period of bid validity or award of package whichever is earlier and the Bid security of the successful bidder will be released on submission of performance security as per the Cl. 17 of ITB.
		6.5	The Bid Security Money shall be forfeited, if the bidder withdraws his bid during the period of bid validity or in the case of a successful bidder, if he fails within the specified time limit to Sign the Agreement
7	Documents to be enclosed with the bid	7.1	The following documents should be enclosed with the technical bid :- 1- Bank Guarantee towards bid security (Earnest Money) as per clause 6 of ITB 2- Proof on Online Payment towards bid document fee as per NIT. 3- Documents of Experience as per clause 3 of ITB- Proof of having carried out valuation of number of structures as specified in Clause 3 of ITB& other certificates of having experienced personals as specified in Clause 3 of ITB. 4- Certified Copy of Registration as

			<p>Government approved valuer and/ or registered with Institution of valuers.</p> <p>5- PAN card Attested copy.</p> <p>6- Deleted</p> <p>7- Power of Attorney in favor of the signatory as per Cl. 2.2 of ITB to sign the bid.</p> <p>8- GST Tax Registration Copy.</p> <p>9- An affidavit duly notarized affirming that information furnished in the bid is correct to the best of knowledge and belief.</p> <p>(a) Notice Inviting Tender and its corrigendum, if any.</p> <p>(b) Instruction to bidder (ITB)</p> <p>(c) General Conditions</p> <p>10- Submission of Chartered Accountant certificate regarding annual turnover of the firm for last three years in original and as per Appendix-V.</p> <p>11- Curriculum vitae with copy of qualification and experience certificates of the professionals to be engaged as mentioned in Cl.3.1 of ITB.</p>
8	Retention money	8.1	The Retention Money@10% of the Bill Amount shall be deducted on the payment mentioned in Clause 10.1.b of the ITB and shall be released to the bidder after the successful completion of the entire scope of the work.
9	General terms and condition	9.1	The law governing for the contract will be the Indian Law and its jurisdiction in Karnataka. The language in which the contract will be executed and operated will be English.
		9.2	Each bidder shall submit only one bid for the work. A bidder who submits more than one bid will cause the proposals with the Bidder's participation be disqualified. The Bidder shall bear all costs associated with the preparation and submission of his bid. The bid from joint venture, consortiums, combination or any sort of arrangement between two or more than two entities is not allowed.
		9.3	Bidders should not have indulged in corrupt/fraudulent practice and debarred from participation in any bid.
		9.4	Bidders shall not have any legal/dispute pending with NHAI in the court jurisdiction in India. The applications of the firm, which are black listed or debarred by NHAI

			and have initiated any sort of litigation, shall not be considered and shall be rejected for award of work, irrespective of their position financial bid.
		9.5	The work shall be carried out to the satisfaction of the Employer or its representative.
		9.6	The Employer reserves the right to :
		a)	Amend the scope of the work and value of the bid
		b)	Reject or accept any bid and
		c)	Cancel the bidding process and reject all bids.
		9.7	Deleted.
		9.8	Bids found substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows: a) If there is a discrepancy between the rates in figures and in words, the rate in words will govern; and b) If there is a discrepancy between multiplication of unit rate and the quantity of item, same will be corrected. c) If there is discrepancy in summation same will be corrected. d) Any correction leads to change to change of quoted amount in financial bid not be entertained and shall be rejected. The amount stated in the Bid shall be corrected as stated above and such corrections shall be binding on the Bidder. In case the Bidder does not accept the corrected amount, the bid will be rejected, and the Bid Security shall be forfeited.
10	Payment terms	10.1	The Valuation Report shall be prepared by valuer and be submitted to the concerned Competent Authority (Land Acquisition Officer) & PIU-Dharwad. All the payment shall be made by PIU on the following conditions: a) 75% on submission of verified reports from PWD to Concerned Competent Authority (Land Acquisition Officer). b) 25% on declaration of award by concerned Competent Authority (Land Acquisition Officer) and on recommendation of concerned Competent Authority (Land Acquisition Officer).
		10.2	Income Tax and other taxes as applicable shall be deducted at source. However, if

			any tax deduction remains un-noticed, it shall be the sole liability of the successful bidder for its payment. Bidder will also be responsible for the penalty, if any, imposed by the concerned department/ authority.
		10.3	Bidders shall have to furnish their Account details for transaction.
11	Levy of compensation/damages for delay in completion of the work	11.1	Compensation/ damages of 2% of the contract value per week or part thereof shall be imposed on account of delay in completing the work on the Consultant subjected to maximum limit of 10% of contract value. Any period within which a party shall, pursuant to this contract complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force majeure.
12	Default of consultant/valuator in compliance	12.1	The incomplete work, disproportionate progress or delay in completion of the work without any reasonable reason shall be treated as default of bidder. In such case of default Employer shall be entitled to deploy the firm/person from the eligible bidder or any other suitable firm/person on agreed rates and pay the firm/person to carry out the work accordingly, on contractors risk and cost. All such expenses necessary in completion of the work 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.
13	Rates	13.1	The Rates will be restricted to 01% of cost of valuation of each Structure. In case the quoted rate works out to be more than 01% of cost of Structure, the Payment shall be restricted to 01% of cost of such structure.
14	Time schedule	14.1	Total time allowed for the work is 3 (Three) months including mobilization of Man power at site to be reckoned from the date after 05 days of issue of letter to proceed by NHAI.
15	Estimated cost	15.1	The bidder shall carefully study the scope of work and may visit the site of work before quoting the rates. The employer will not pay any extra or rate difference for any reason in case the consultant

			claims after acceptance of the contract to have misjudged the work.
16	Conflict of interest	16.1	The bidder (including its personnel or sub-consultants) at all times shall hold Client's interest paramount without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interest and shall not has a business or family relationship with a member of the client's staff who is directly or indirectly involved with the bidding process or supervision of contract.
17	Performance security	17.1	The Performance Security in the form of Bank Guarantee(as attached as Appendix VI) of Ten percent (10%) of the contract price, issued by any Schedule Nationalized bank in the name of the Employer, which shall be valid for 3 months beyond the time of completion of work.

GENERAL CONDITIONS

1. INTRODUCTION

National Highways Authority of India (NHAI), through Project Implementation. Unit Dharwad (Karnataka), is engaged in the work **6-laning of Hubli-Dharwad Section of NH-48 (Old NH-4) in the State of Karnataka.**

In order to construct this corridor, private and Government land is being acquired by District in the state NHAI. The affected land falls under different Talukas of Dharwad District in the State of Karnataka.

The area to be acquired is in the form of a narrow strip varying 1 m to 45 Meters on one or both sides along the existing NH-66 as well as in various detours away from the existing highway such as Realignment, Bypasses.

The land acquisition is being carried out under NH Act 1956, wherein Taluka wise nominated Sub Divisional Officer (Revenue) from the concerned district of the State: Government have been notified as "Competent Authority for Land Acquisition" (CALA) in the district, who shall exercise various powers conferred under the Act for acquisition of land. The consultancy services now being sought through this tender are to assist the CALAS in implementing various provisions of act in a time bound manner.

The Employer is:-

**National Highways Authority of India acting through
Project Director , Dharwad**

2. JOINT MEASUREMENT (JM):-

The Valuer shall provide complete technical assistance by way of manpower, Survey equipments including videography through proper equipment, transport arrangements etc. for the verification of this item in a time bound manner along with complete follow up with the Revenue Authorities and the affected land owners. The item includes if any. repeat Joint Measurement (JM) necessitated on account of non turning up of any of the parties resulting into such eventuality. The Valuer shall also clearly mark the boundary line/offset locations on the structures so as to clearly demarcate the land boundary.

In order to complete the verification of Joint Measurement (JM) in time, the Valuer shall be required to have multiple units to be detailed in different Blocks simultaneously; this logistic aspect must be kept in mind while bidding.

3. CO-ORDINATION WITH REVENUE DEPARTMENT:-

In order to complete the valuation of the assets in the Land Acquired within the time frames, the Valuer shall be required to have close co-ordination with the Revenue Authorities in the district as well as at the State Govt. level. To accomplish this, sufficient number of manpower shall be provided by the Valuer for necessary monitoring and chasing.

4. SCHEDULE OF ITEM IN DETAILS:-

This item includes carrying out survey of various assets like Pucca structures i.e. commercial & residential building (with RCC Slab on Framed structure/Load Bearing

Walls) etc, Semi Pucca structures i.e. Brick wall with Tin/Asbestos/Country tile/thatched roof etc., Kachhastructuresn i.e.Drum/Bamboo Mat/Mud Wall with Thatched/Darma/Bamboo/Country tile Mat roof and other value additions to structure like bore well, open wells, electrical pumps, hand pump, boundary wall, bunds, Water tank, isolated toilet blocks up to 10 Sqm area approaches, trees etc. falling within the land being acquired for project requirement and working out their valuation on State government schedule rates by deploying Govt., approved valuer or as directed.

Two or more Structures on same Survey number will only be considered as separate structure if they do not have a common wall. Value addition affected on the land to be acquired, boundary wall, pipe lines, trees, water tank, toilet blocks up to 10 Sqm area etc. shall be part of the Valuation of structure, irrespective of their size, length and numbers. No additional fee will be paid for the same but valuation has to be done along with structure.

5. TIME SCHEDULE:-

The total time allowed for the work is 3 (Three) months including mobilization of Man Power at site, to be reckoned from the date after 05 days of issue of letter to proceed by NHAI. Any delay on account of Consultant shall attract a penalty of 2% per week or part thereof, of the contract value with maximum limit of 10% (see Cl 11 of ITB).

This penalty shall be over and above any other penalty specific in the General Conditions of Contract. The decision of the Project Director, PIU Dharwad or Representative of NHAI shall be final and binding in this regard. Any extension, to be granted beyond the scheduled completion period, on account of reasons related to the observance of official procedures and not attributable to the Consultant, shall be granted by-NHAI at the same rates & conditions, without any escalation.

6. (a) ADDITIONAL WORK:-

In case of any unforeseen development as per site requirement, if any additional item is required to be executed, then the same also will have to be carried out by the bidder. The rate for the same shall be worked out on the basis of PWD, Govt. of Karnataka rate.

Project Director, PIU-Dharwad shall have the power to make any alteration, deletion, addition or substitution in the original scope and specification of work and no claim what so ever on account of the above shall be entertained except for the payment for the actual work done on agreed rates for original items of the contract and negotiated and approved rates for new item.

(b) RATE RESTRICTION:-

The Rates will be restricted to 01% of cost of each Structure valuation. In case the rate is found more than 01% of cost of Structure, the Payment shall be restricted to 01% of cost of such Structure.

(c) QUANTITY VARIATION

The Quantity mentioned in the BOQ provided in Appendix-II is for Tender Purpose. The valuer has to ascertain the actual quantity from the field. Rates quoted in the schedule of items shall be valid for a variation of the quantity upto (+/-) 15% of the each item .Any variation in the quantity of structures from the BOQ beyond 15% has to be intimated to the Authority and prior approval should be obtained from the Regional Officer, Karnataka. The Rates will be restricted to 01% of cost of each Structure valuation. In case the quoted rate at the time of bid, is found more than 01% of cost of Structure, the Payment shall be restricted to 01% of cost of such Structure.

7. OTHER CONDITIONS:-

- 7.1 Applicant Valuer should be a Govt. Approved Valuer (Lands and Buildings) or registered with Institution of valuers.
- 7.2 Color Photographs (Size 5 inch x 7 inch) of each structure showing complete structure shall have to be furnished along with the valuation of structures. A copy of videography through proper equipment shall also be enclosed
- 7.3 Preference will be given to a valuer having more experience of valuation in Land Acquisition process.
- 7.4 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.
- 7.5 Any dispute will be subject to Concerned District Jurisdiction.
- 7.6 The Employer will not provide any Mobilization Advance for this work.
- 7.7 Entire work will be carried out as per guidelines and requirement of Project Director, Dharwad (NHAI).
- 7.8 Survey & affected structures along with sketch on Auto CAD with synthetic enamel paint marking & numbering on structure to be valued with written consent of owner. This will also cover details of other structures.
- 7.9 The valuer shall submit detailed AutoCAD drawings, showing Existing ROW, Proposed ROW, with reference to center line of existing Road, comprising dimensional plans to the scale along with specification and details of the assets to be acquired duly consented by the owner.
- 7.10 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/PHED/Forest/ Irrigation/ Agriculture/Horticulture department. The valuation so carried out shall have to be got vetted from the Competent officer of concerned departments (PWD/ PHED/ Forest/ Irrigation/ Agriculture/ Horticulture etc.) for their authentication. Any correction/modifications desired by these agencies shall be required to be carried out to their satisfactions. Necessary vetting charges if any paid to any of the concerned Govt. departments will be reimbursed by NHAI on production of receipt from the department.
- 7.11 In case structure is very long, its no. will be calculated on the basis of expansion joint. The decision of PD will be final in such case and shall not be challengeable.
- 7.12 The fee Quoted for Various type of structures, by the bidders is deemed to be inclusive of the valuation for any other value additions like bore well, open wells, electrical pumps, hand pump, boundary wall, fence, bunds, Water tank, toilet blocks up to 10 sqm area approaches, trees etc. falling within the land being acquired for project.
- 7.13 Deleted.
- 7.14 Deleted.
- 7.15 Valuation of the structure shall generally be made for the area of structure affected by Proposed ROW and only up to the immediate next supporting member as per standard Engineering practice. However, in case the safety of entire structure as per the certification of valuer gets jeopardize due to partial demolition of structure, in this case valuation shall be made for entire affected structure subject to the condition that the owner shall furnish the undertaking that he will demolish the entire structure.
- 7.16 Depreciation and salvage value of the structure (if any applicable as per NHAI/PWD Norms) shall be deducted from the value of structure.

- 7.17 The valuer shall submit the hardcopy of CADD drawings in A3 size paper & soft copy in dwg. Format.
- 7.18 The valuer/valuer firm shall submit the valuation report of the structures comprising:
- (i) Checklist in the format as per Appendix-III.
 - (ii) Face sheet in the format as per Appendix-IV.
 - (iii) Details of measurement/area calculations.
 - (iv) AUTO CADD drawing for location plan (clause 7.8 & 7.9 of other conditions). Drawings of structures (Dimension plans to the scale along with specifications) as per clause 7.9 of other conditions.
 - (v) Necessary documents in support of particulars provided as per face sheet Appendix-IV.

Appendix-I

FORM OF SUBMISSION OF BID

Description of work:

Survey and Valuation of affected structures, and any other value addition to the land, Buildings etc. within the Proposed ROW of the work of **6-laning of Hubli-Dharwad Section of NH-48 (Old NH-4) in the State of Karnataka.**

To

**The Project Director,
Project Implementation Unit
Dharwad**

Address: NHAI, Shiva Krupa Nivas, Vivekananda Nagar, 2nd Cross, Vidyagiri, Dharwad-580004.

We offer to execute the works described above in conformity with the conditions of Contract, specifications, Bill of Quantities and Addenda for the sum(s) of _____

1. We undertake, if our Bid is accepted, we shall commence the work within start date as specified in Bid document. In case of any default in this regard, we understand that this shall be considered as our event of default and therefore NHAI may forfeit Retention Money. The whole work shall be completed within the period stated in the Bid document.
2. We agree to abide by this Bid for the period of 60 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
3. Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2023

Signature _____ in the capacity of _____ duly authorized to sign bids for and on behalf of _____ (In block capital letters)

Address: _____

**BILL OF QUANTITIES
NAME OF THE WORK:**

Valuation of affected all type of structures (including all heights), and any other value. addition to the land, Building etc. within the Proposed ROW of the work of **6-laning of Hubli-Dharwad Section of NH-48 (Old NH-4) in the State of Karnataka**, including Joint Measurement with Revenue Staff & Land Owners/Sub-holders, and submission of the same to the Competent Authority Land acquisition after getting the Valuation vetted from the officer of the rank not below Divisional head/Competent officer concerned departments PWD/PHED/Forest/Irrigation/Agriculture/Horticulture department or concerned State Govt. dept. as per direction of Project Director, NHAI.

1. The Financial Bid shall be read in conjunction with the Instruction to Bidders (ITB), General Conditions of Contract, Special Conditions & Other Conditions.

Note:-

1. As per NHAI rules total payment of remuneration (including all taxes except GST) will not exceed 1% of assets valuation (Structures).
2. Structures valued and subsequently vetted by the PWD/ Forest Department will be accepted as per policy of NHAI.

Sl. No.	Name of the items for which valuation will be done	Quantity (nos)	Rate Quoted by the bidder (Rs.)	Amount (Rs.)
1	Single Story Structures (pucca and semi pucca structures)	161		
2	Double story i.e., (G+1) structures (pucca structures)	2		
3	Multi-storied structures	1		
4	Religious structures	4		
5	Others	346		
	Total	514		

Note: 1. The above Quantities are for tender purpose. Bidder may ascertain actual quantities from the field before bidding.

Seal & Signature of Bidder

CHECKLIST

Name of Client:- National Highways Authority of India

Name of work:- in the state of Karnataka.

Name of Valuer/Agency:-

Name of Structure Owner:-

Sl. No.	Particulars	Yes	No
1	Face sheet attached		
2	Valuation details/measurement sheet attached		
3			
4	Location plan		
5	Drawing of structure		
6	Whether the boundary line/offset locations marked on the structures so as to clearly demarcate the land boundary on the structure.		
7	Color photograph with property owner (size 5inch X 7 inch)		
8	A copy of videography showing full details of valuation carried out		
9	Valuation report submitted in 3 sets of hardcopies		
10	Valuation report submitted in 2 sets of hardcopies		

Attested By
PWD/Concerned Dept.

Valuer

FACE SHEET

Name of Client:- National Highways Authority of India

Name of work:- **6-laning of Hubli-Dharwad Section of NH-48 (Old NH-4)
in the State of Karnataka.**

Name of Valuer/Agency:-

Sl. No.	Particular	Detail
1	Name of owner	
2	Name of tenant (if any)	
3	Date of valuation	
4	Type of structure	
5	Year of construction	
6	Village	
7	Structure number as marked at site with synthetic enamel paint	
8	Block No.	
9	Date of 3A notification and number	
10	Chainage	
	Old (LHS/RHS)	
	Proposed (LHS/RHS)	
11	Rated adopted	

Valuer

FORM FOR ANNUAL TURNOVER

Sl. No.	Financial Year	Annual Turnover of the applicant (INR)
1	2019-20	
2	2020-21	
3	2021-22	

Average Annual Turnover: (INR). _____

[indicate sum of the above figures divided by 3]

CERTIFICATE FROM THE STATUTORY AUDITOR

This is to certify that _____ [Name of the Firm] [Registered Address] has received the payments shown above against the respective years.

Name of Authorized Signatory:

Registration no.

Designation:

Name of firm:

(Signature of the Statutory Auditor Seal of the Firm)

Note: In case the applicant does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To
National Highways Authority of India
Regional Office
 Beside Nagasandra Metro Station
 Bangalore.

WHEREAS _____ (name and address of contractor) hereinafter called "the contractor" has undertaken, in pursuance of Letter of Acceptance No. _____ Datedto execute valuation of structures on **6-laning of Hubli-Dharwad Section of NH-48 (Old NH-4) in the State of Karnataka** (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 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), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period. The validity shall account for additional of 45 days time to account for BG verification. signing of contract and start date.

This guarantee shall also be operatable at ourbranch at _____ 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 amount so demanded under the said invocation.

The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging system) platform & shall invariably send an advice of this bank guarantee to the designated bank of NHAI after obtaining details thereof from NHAI.

The bank guarantee has to be sent to Authority's Bank through SFMS as per the details given below

Sl. No.	Particular	Details
1	Name of beneficiary	National Highways Authority of India, Regional Office, Karnataka.

2	Beneficiary Bank Account No.	
3	Beneficiary Bank	
4	IFSC COde	

The bank guarantee shall cover all the liabilities arising out of the contract from the date of commencement of the contract

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. In words) and all

Demand in writing is served upon us on or before _____ our liability

This guarantee shall cease.

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number _____

Name of the Issuing Bank/ Branch _____ Name of the Controlling Branch/Bank _____ Address & Telephone Number.....

Date.....

In 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 BANK GUARANTEE FOR BID SECURITY

WHEREAS _____(Name of Tenderes) (hereinafter called the Tenders) wishes to submit his tender for maintenance work of NH- _____(from Km. to km. in the state/s of _____herein after 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 present with the common seal of the Bank this day ____of____and undertake to pay the amount of _____Rs. _____to the employer upon receipt of his first written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

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

Or

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

We undertake to pay to the 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 him owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including the date 45 days beyond the validity of the bid as 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,
branch at

This guarantee shall also be operatable at our
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 Guarantee/bank hereby confirms that it is on the SFMS (Structural Finance Messaging Systems) platform & shall invariably send an advice of this bank guarantee to the designated bank of NHAI after obtaining details thereof from NHAI

Sl. No.	Particulars	Details
1	Name of beneficiary	National Highways Authority of India, Regional Office, Karnataka.
2	Beneficiary Bank Account No.	40171010000942
3	Beneficiary Bank	Syndicate Bank, Killipalam Branch, _____
1	IFSC CODE	SYNB0004017

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 AND DESIGNATION _____ EMPLOYEE CODE NUMBER

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS (IF THIS IS TO BE WITNESSED AS PER BANK'S POLICY)

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

FORM OF AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2023 between the National Highways Authority of India, acting through Project Director, NHAI, PIU-Dharwad, Shiva Krupa Nivas, Vivekananda Nagar, 2nd Cross Vidyagiri , Dharwad - 580004 Karnataka, (hereinafter called "the Employer") on one part and _____ of _____ (Name and Address of Contractor) (hereinafter called "the Contractor") on the other part.

WHERE AS the Employer is desirous that certain Valuation of affected structures, and any other value addition to the land, Building etc. within the Proposed ROW of the work of **6-laning of Hubli-Dharwad Section of NH-48 (Old NH-4) in the State of Karnataka** should be executed by the Contractor and has accepted the Bid submitted by the Contractor for the execution and completion of such Works and the remedying any defects therein, at a Contract Price of Rs. _____ (figure in words).

AND WHEREAS the Contractor has accepted and agreed to undertake such Works.

NOW THIS AGREEMENT WITNESSETH as follows:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:-

The Letter of Acceptance.
Letter to Proceed
Form of Bid
Notice Inviting tender
Instructions to Bidders
General Conditions of Contract
Other condition of contract
The Percentage quoted Bill of Quantities
Any other documents for any part of the Contract

The aforesaid documents shall be construed as complementary and mutually explanatory of one another.

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 respects with the provisions of the Contract.

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 at _____.

SIGNED BY THE SAID ON BEHALF OF THE EMPLOYER:

Signed by

Name: _____

Designation: _____

In the presence of:-

1. _____

(Name, Designation, Signature]

2. _____

(Name, Designation, Signature]

SIGNED BY THE AFORESAID CONSULTANT UNDER THE COMMON SEAL OF (NAME OF CONSULTANT) or POWER OF ATTORNEY IN FAVOUR OF (Name and Designation of Authorized Representative)

Signed by

Name : _____

Designation : _____

Signature : _____

In the presence of:-

1. _____

(Name, Designation, Signature)

2. _____

(Name, Designation, Signature)