

**TENDER DOCUMENT
FOR
DEMOLITION OF CANARA BANK G+2 BUILDING
ON AS IS WHERE IS CONDITION AND BUYBACK FOR
SERVICEABLE MATERIALS**

**AT
CHEROOTY ROAD, BIG BAZZAR
KOZHIKODE, KERALA -673001**

**NOTICE TYPE : SHORT NOTICE DOMESTIC TENDER
AUTHORITY TYPE : PUBLIC SECTOR BANK**

ISSUED BY

**PREMISES & ESTATE SECTION, CIRCLE OFFICE
TC NO. 26/173 (1), PB NO 159, M G ROAD
THIRUVANANTHAPURAM - 695 001
TEL: 0471-2331340
E-mail: pecotvm@canarabank.com**

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NOTICE INVITING THE TENDER

Canara Bank, Premises & Estate Section, Circle Office, Thiruvananthapuram (Employer/Bank) invites sealed tenders from eligible & experienced Firms / Companies in “**TWO BID CONCEPT**” for the “**Demolition of Canara Bank’s old G+2 building at Cherooty Road, Big Bazaar, Kozhikode, Kerala -673001**”.

1. TENDER DETAILS

Name of the Work	Demolition of old Canara Bank G+2 building at Cherooty Road, Big Bazaar, Kozhikode, Kerala -673001
Location of Work	Cherooty Road, Big Bazaar, Kozhikode, Kerala - 673001
Earnest Money deposit	Rs.25,000/- (Refundable) in the form of DD / Pay Order drawn in favour of “Canara Bank”, payable at Thiruvananthapuram.
Issue of tender document	04/02/2022
Last date for submission of pre-bid queries	10/02/2022; 3:00PM
Pre-bid meeting/site inspection	11/02/2022; 3:00 PM at Canara Bank building at Cherooty Road, Big Bazaar, Kozhikode, Kerala -673001. Bank’s Contact details-0495-2303350, 08369944580
Last date of submission of Tender	18/02/2022 on or before 3.00 pm
Opening of Technical bids	18/02/2022 , 3.30 pm
Opening of Financial bids	Date & time will be informed to the qualified bidders through e-mail/ letter.
Period of completion	30 days from the date of issue of work order

Availability of Tender documents (soft copy)	Can be downloaded free of cost from Canara Bank's website, https://canarabank.com/ & Central Public Procurement (CPP) portal www.eprocure.gov.in from 04/02/2022 till last date of submission.
Place of submission of tender	The Divisional Manager, Premises & Estate Section, Canara Bank, Circle Office, M G Road ,Trivandrum, Kerala -695001
Signing of Contract Agreement	Within 10 days of issue of work order
Security Deposit	1.5 (One Point Five) Times of the Demolition Cost (within a week from day of acceptance of offer) in the form of DD/ Bank Guarantee from Nationalized/Scheduled Bank in favour of Canara Bank. The validity of which will be up to 2 months beyond the issue of Virtual completion Certificate by the Architect.
Liquidation Damages	Rs. 2000/- per day for delay beyond the completion period subject to the max of 25 % of total contract price.
Tender Validity period	90 days. Further, the validity of Offers may be extended with the mutual consent.

2. ELIGIBILITY CRITERIA :

Bidders who fulfill the requirements detailed overleaf are eligible to apply.

Sl.	Eligibility Criteria	Documents Required
i	The Bidder should have minimum of 05 (Five) years experience in the relevant field as on 31.01.2022.	Copy of Registration of the Firm or Copy of incorporation. and Work order copy of similar works executed

ii	Minimum criteria for participation in Tender	List of self-owned demolishing, handling, dismantling, transporting equipment's. Details of labours having experience in demolition and dismantling and supervisory staff.
iii	The Bidder Should have completed at least two similar works in last three years.	Copies of Completion Certificates/ orders to such effect shall be enclosed.
iv	Bidder should have a minimum of Rs.10.00 Lakhs average annual turnover during last three financial years. i.e., 2018-19, 2019-20, 2020-21. If, Audited balance sheet is not available for 2020-2021, Last three financial years may be taken as 2017-18, 2018-19, 2019-2020.	Audited balance sheet and P & L account for the years mentioned and certificate from the Chartered Accountant.
v	The Bidder must have valid GST registration, PAN number.	Copy of the GST registration Certificate and copy of PAN card.
vi	The bidder must have a registered local office in Kerala	Copy of local address along with document proof i.e., lease agreement of the firm entered with landlord.

GENERAL RULES & INSTRUCTIONS TO TENDERERS

- 1) Definition: A “Tenderer/Contractor/offeror / Bidder” is the Individual / Proprietor / Partnership Firm / Company who submits its tender for the subject works.

2) **BRIEF DETAILS OF THE WORK :**

Sealed Tenders are invited for the Demolition of the Canara Bank's old G+2 building at Cherooty Road, Big Bazaar, Kozhikode, Kerala -673001 for disposing of unserviceable material and giving credit to serviceable materials of the building.

The existing building is about 50 years old and consists of ground + 2 floors admeasuring approx 5500 sq. ft. The area and materials mentioned are approximate and only indicative. The interested Applicants / Bidders can inspect the building for gathering necessary information before submission of the bids.

The bidder shall demolish the complete building including the foundation, plinth protection, flooring in and around the building and all other structures including RCC slabs, beams, columns, masonry walls, doors, windows, ventilators, plumbing and sanitary fixtures, electrical fittings and all other items excluding the outer compound wall as per the instruction of the Bank's engineer.

The bidder needs to dispose the debris & other unserviceable material on dumping yard approved by local authorities and as per the norms/ rules and regulations of National Green Tribunal (NGT), at their own cost. Any hazardous materials, toxic chemicals, wastewater, flammable or explosive and radioactive materials should be disposed as per the rules only.

The Contractor shall conform to the provisions of all local Bye-laws and acts relating to the demolition work and to the regulations etc. of the government and Local authorities, Kozhikode Municipal Corporation, Utility Service Providers, like KSEB, BSNL etc, including cordoning off the property from neighboring properties with proper arrangement like zinc sheet barricading to avoid dust, noise to the occupants of the neighboring buildings etc. The amount should be quoted after taking into account the cost and liabilities for license fees etc, if any, in complying with the regulations of local authorities. Before actually taking up the demolition of the building, the Contractor shall ensure proper disconnection of Electrical power to the building

and disconnection of water supply and sanitary connection to the building. The Contractor shall ensure that the safety requirements laid down by the local authority and/or National Building Code.

The Contractor shall be responsible and should indemnify the Bank for all injury/damages/death to the workmen, to persons, animals, things, or any other damage to the surrounding properties which may arise from the operations, carelessness, and accident or neglect of himself or of any of his workmen/representatives. The Contractor should indemnify the Bank from any claims, damages, losses on account of any accident, death, injuries suffered by his employees, agents, labourers, assignees or any other outside third parties. In the event of any such claims, it should be at sole responsibility of the Contractor. The indemnity bond format is enclosed to this document. The Contractor shall comply with the provisions of all labour legislations and shall keep the employer/Bank saved harmless and indemnified against any claims.

During demolition process, if any excavations made in the site leads to discovery of any archaeological artefacts/ items of archaeological interest, the same need to be reported to the Department of Archaeology of the Government of India and Bank officials and further proceedings should be as per the direction and prevailing rules of Archeology Department.

The Bidders shall quote the maximum amount in tender that can be offered to the Bank for the serviceable materials after estimating/ accounting the cost of demolition, disposal of debris & unserviceable materials as above.

The intending applicant/ bidder's shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities for transport, nature of labour required, access and storage for materials and removal of wastes. The Bidders should quote taking into account all the site conditions including traffic restriction for transport etc., for proper execution of the work. The successful Bidders will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition.

- 3) Canara Bank is not responsible for any loss or devaluation or the quality of the materials found while dismantling and it will be at the total responsibility of the Contractor. The Contractor should carry out the job within the given time limit at his

risk and cost and with all safety provisions required for the job. The Contractor will be responsible for any type of accident and compensation / claims which may arise as per laws of Contract and other applicable labour laws as amended.

- 4) It will be the sole responsibility of the bidder to take permissions from all govt./ local authorities for the demolition of building and disposal of the materials. The rates quoted shall be inclusive of cost and fees for taking various permissions from the govt. and local bodies for the demolition work.
- 5) The time period of completion is the essence of the contract and shall be strictly observed by the Contractor.
- 6) The contract will be governed by the Indian Contract Act, Indian Sales of Goods Act and all other relevant laws.
- 7) Any type of failure in carrying out the jobs will result into Arbitration Proceedings as mentioned in Arbitration Clause and any such failure will also attract forfeiture clause of EMD / Security Deposit.
- 8) The Contractor shall not be allowed to lift the materials unless full amount of bid is paid by him and complete the demolition work and removal of unserviceable materials from the site. The bidder shall complete the dismantling of the building and clean the site as instructed by the BANK.
- 9) **TWO BID CONCEPT** -The Bidders shall submit Technical Bid and Financial bid in two separate sealed envelopes and put both the envelopes in a separate big sealed envelope super scribing "Tender for Demolition of Old Canara Bank building at Cherooty Road, Kozhikode". The Sealed envelope (containing Envelope 1 & 2 as given below) addressed to

The Divisional Manager,
Premises & Estate Section,
Canara Bank, Circle Office,
M G Road, Trivandrum, Kerala -695001

Envelope 1 - Technical Bid

- Technical Bid duly filled up, signed and stamped on each page.

- Prescribed EMD.
- Supporting documents of relevant Experience and Eligibility
- Authorization Letter in favour of Signatory, if required.
- List of self-owned demolishing, handling, dismantling, transporting equipment's.
- Details of permanent labour having experience in demolition and dismantling and supervisory staff.

Envelope 2 - Financial Bid

- Financial Bid - Duly filled up BOQ with sign and stamp on each page.

The Bidders shall submit the financial bid in Indian Currency (In figures as well as in words). When the Contractor signs the tender in an Indian language, the tendered amount should also be written in the same language.

- 10) If last day of submission of tender is declared a holiday under NI Act by the Government subsequent to issuance of tender the next working day will be deemed to be the last day for submission of the tender.
- 11) The Bank shall not be liable for any transit delays whatsoever and tenders received after the stipulated time/date are liable to be rejected summarily without assigning any reason and without any further reference to the Bidder.
- 12) Technical bids will be evaluated based on the Bank's eligibility criteria's. Wherever Bidders/agencies are submitting consolidated completion certificates, then the Bank may request for supporting documents for split-up of works certified from the client / project architects as per the eligibility criteria's. Bank's decision in this regard is final and shall be binding on all.
- 13) The Financial bid of only the technically qualified / shortlisted applicants will be opened on a pre-notified time & date, under intimation to such qualified / short-listed applicants. Lowest quoted tender (L1) will be arrived based on the evaluation of all the financial bids and after mathematical scrutiny and break rate analysis. Bank reserves right of accepting / rejecting any /all the financial bids without assigning any reasons whatsoever.

14) Pre bid queries and clarification to Tender: The Tenderer should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required. The Tenderer in all such cases seek clarification in writing in a word document (.doc) in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender. The soft copy of the pre-bid queries should be sent by E-Mail to pecotvm@canarabank.com on or before stipulated date and time.

15) Pre-Bid meeting: A pre-bid meeting of the intending Tenderer will be held as scheduled Notice Inviting offer to clarify any point /doubt raised by them in respect of this Tender document: Bidders should submit their written queries before pre bid meeting time. No separate communication will be sent for this meeting.

- If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested Tenderers shall be present during the scheduled time.
- The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part and parcel of the Tender document and it will be binding on the Tenderers.
- Non-reply to the queries raised by any of the Tenderer shall not be accepted as a valid reason for non-submission of the Tender. In addition, non-reply to any query may not be deemed the version of the Tenderer as reflected in the query has been accepted by the Bank.

16) Amendment to Tender document: At any time prior to deadline for submission of Tender, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder may modify the Tender document by amendment. Notification of amendments will be made available on the Bank's website (www.canarabank.com) and it will be binding on all Tenderers and no separate communication will be issued in this regard. In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tender, the Bank, at its discretion, may extend the deadline for a reasonable period

as decided by the Bank for the submission of tender. Any printing or typographical errors / omission in tender document shall be referred to the project engineer and their interpretations regarding correction shall be final and binding on Contractor.

- 17) Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, as to the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A Tenderer shall be deemed to have full knowledge of the site, local bylaws, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done, site details and local conditions and other factors bearing on the execution of the work.
- 18) The Tenderer shall be responsible for arranging and maintaining at his own cost all materials, labour, tools and plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Contractor shall have to provide all safety appliances i.e. safety helmet, safety belt etc. to his workers while working at height with his own cost and follow all safety rules regulation and all statutory provisions etc. in force. He shall be liable for accident, injury, losses due to any accident or negligence of his workers and he shall be liable to incur all the expenses in consequence thereof and Bank is in no way responsible for any damages arising out of this work contract.
- 19) The tender for the works shall remain open for acceptance for a period of **90 days** from the date of opening of tenders. If any Tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to cancel the tenders.
- 20) Canara Bank does not bind itself to accept the lowest or any other tender, and reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or new conditions are stipulated by the Tenderer or are incomplete in any respect are liable to be rejected.

- 21) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable to rejection.
- 22) It will be obligatory on the part of the Tenderer to tender and sign the tendered documents for all the component parts and that, after the work is awarded, he / they will have to enter into an agreement for each component with the competent authority of the Employer/Bank.
- 23) The Tenderer should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite totals given. The rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools & plant, carriage & transport, supervision, overheads & profits, taxes, cess, fees, mobilizing and other charges whatsoever including any anticipated or un-anticipated difficulties, etc. complete for proper execution of the work as per specifications and no claim whatsoever for any extra payment shall be maintainable.
- 24) The Schedule of Quantities should be filled as follows:
- a. The "Rate" Column to be legibly filled in ink in both figures and words.
 - b. 'Amount' column to be filled for each item and the total amount for each trade to be given.
 - c. All corrections/ over writings are to be initialed. Failing which the tender shall be rejected.
 - d. All the items of the schedule of quantities shall be filled, failing which the tender shall be rejected.
 - e. Tenderer's signature to be put on each page of the Schedule of quantities and in the "Abstract Sheet".
 - f. The "Amount" column for alternative items for which the quantities are mentioned should be filled up.

- g. The “Rate” column for "Rate only" items should be filled up.

Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words.

- 25) No alterations or additions are to be made by the Tenderer in the tender document. Violation of this instruction will attract rejection of the tender at the discretion of Bank.
- 26) Tender shall be quoted on prescribed Form only and quoting in any other form will be rejected. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection.

27) EMD DETAILS -

The tender shall be accompanied by earnest money as per details in Notice Inviting Tender (NIT) in the form of DD / Pay Order drawn in favour of “Canara Bank”, payable at Thiruvananthapuram. Tenders without Earnest Money shall be liable for rejection.

Bidders having valid MSME Udyam Registration Certificate are exempted from EMD.

EMD of unsuccessful bidders will be refunded without any interest.

If any bidder withdraws his tender before the acceptance period of 90 days or makes any modifications in the terms and conditions of the tender, or quoted rates then the Employer/Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.

The EMD of the bidder whose tender is accepted, shall be forfeited in full in case he does not remit the Initial Security Deposit or execute the agreement or submit the Indemnity Bond within the period stipulated period mentioned in the award letter.

- 28) The Sealed Envelopes shall be opened at the specified time as mentioned in the tender notice in the presence of the Tenderer or their authorized representatives if

they desire to attend. Bank shall open the tenders on the specified date & time even if the Tenderer or their authorized representatives are not present.

- 29) The Tenderer is required to check the numbers of the pages and should any be found missing or in duplicate, or the figure or writing indistinct, he must inform the Bank immediately (min 2 days before the submission date) and have the same rectified. Should the Tenderer be in doubt about the precise meaning of any item or any provision or if he wants any clarification, he must inform the Bank in writing at least one week before the scheduled date of opening. No claim will be allowed in respect of errors in the Tenderers tender due to any mistake in the Schedule of Quantities/Material Facts, which should have been but was not rectified in the manner described above.
- 30) Rate in words will be taken in correct over rate in figures. If the amount of an item does not tally with the rate quoted in words, the rate quoted in words shall be taken as correct.
- 31) Contractors are forewarned that no errors whatsoever arithmetical or otherwise will be permitted in their tenders. Tenders containing many errors are liable to be rejected at the discretion of Bank.
- 32) The tender documents are not eligible to be transferred. The Tenderer shall not mutilate or alter or over write or misuse in any manner and shall submit the same duly filled & signed in prescribed format only. However for Tenderers reference a photocopy can be retained. The successful Tenderer will be issued with a copy of the tender document at the time of signing of the agreement.
- 33) All the parts of this tender document shall form a part of the contract document.
- 34) The Tenderer shall agree that until a formal agreement on stamp paper is prepared and signed, this tender shall constitute a binding contract between the Tenderer and the Employer/Bank.
- 35) On acceptance of the tender, the name of the accredited representative(s) of the Tenderer who would be responsible for taking instructions from the Employer/Bank. shall be communicated to the Employer/Bank.

- 36) Tenderers are requested to note that non-compliance of the above instructions is liable to render rejection of their Tender.
- 37) No person of the bank or the Contractors, vendors and third parties shall violate the social media policy of the Bank.
- 38) The following acts on the part of personnel of the bank or Contractors, Vendors and third parties shall be construed as violation of social media policy.
- Non- adherence to the standards/guidelines in relation to social Media policy issued by the Bank from time to time.
 - Any omission or commission which exposes the bank to actual or potential monetary loss or otherwise, reputation loss on account of non - adherence of social media related systems and procedures.

Divisional Manager
Canara Bank
Premises & Estate Section
Circle Office, Thiruvananthapuram

TENDER OFFER

I/We have read and examined the Notice Inviting Tender, Schedules, Specifications Applicable, Drawings and Designs, General Rules and Instructions, General Conditions of Contract, Special conditions, Schedule (Bill) of quantities in Price Bid, and all other documents referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Employer/Bank within the time specified at the rates specified in the attached Price Bid viz., schedule of quantities and in accordance in all respects with the specifications, designs drawings and instructions in writing referred to in the General Rules and Instructions, General Conditions of Contract and in all respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for 90 days from the due date of submission thereof and not to make any modifications in its terms and conditions. A sum of Rs. is hereby forwarded as earnest money in form of Demand Draft of (Name of the issuing Schedule Bank) bearing no. and date

In the event of my/ our failure to commence the work on the specified date after award I/ We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by it towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

I/ We agree that should I/ We fail to deposit the full amount of initial security deposit and/ or fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited by the Employer/Bank and the same may at the option of the Employer/Bank be recovered without prejudice to any other right or remedy available in law, out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/ us under this contract or otherwise.

I/ We hereby declare that I/ We treat the tender documents, drawings and other records connected with the work as confidential documents and shall not communicate information/ derived there from to any persons other than a person to whom I/ We am/ are authorized to communicate the same or use the information in any manner prejudiced to the safety of the Employer/Bank.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive. Shri. _____, Partner/ Proprietor/ Authorized representative of the Company, is the person authorized to negotiate commercial, technical terms & conditions & sign on behalf of the firm any Agreement, Bills & receipts for this work.

I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

Date: ____ / ____ / 2022

Signature of the Contractor / Tenderer

Witness, Name & address:

(Full Postal Address including Pin Code No. & Telephone No.)

1)

2.)

TENDER ACCEPTANCE

The above tender (as modified by us or negotiations as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Employer/Bank for a sum of Rs. _____ (Rupees _____)

The letters referred to below shall also form part of this contract agreement:

a)

b)

c)

Dated this _____ day of the month of _____ 2022

For & on behalf of the Employer

Signature: _____

Designation: _____

FORM OF AGREEMENT

This agreement made this _____ day of the month of _____ in the year 2022 between, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head Office, at 112 J.C. Road, Bangalore - 560002 amongst others a Circle Office at Thiruvananthapuram represented by Divisional Manager, Premises and Estate Section, Circle Office Thiruvananthapuram (hereinafter referred to as the Employer/ Bank) on the ONE PART; and Shri _____ S/D/o _____ resident of _____ the sole proprietor of M/s _____ having office at the following address _____ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Contractor) on the other part

WHEREAS THE Employer/ Bank is desirous that Demolition of old Canara Bank G+2 building at Cherooty Road, Big Bazaar, Kozhikode, Kerala -673001 to be carried out (viz. , as detailed in the schedule) and has been accepted by the Employer on the terms and conditions as set out therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz -
 - a) Notice inviting Tender
 - b) General Rules and Instructions for the guidance of Tenderers.
 - c) The Tender, Letter of Acceptance, Letters from & to the Tenderer, if any, leading to and prior to acceptance letter, appendices and Bid Offer.
 - d) General Conditions of contract and clauses of contract along with Annexure thereto.
 - e) Technical Specifications, Special Conditions/ Instructions, tender drawings if any, etc.

- f) Schedule of quantities including Prices and tendered amount known as Price-Bid.
 - g) Corrigendum to tender documents if any
3. In consideration of the payments to be made by the Employer to the Tenderer, the Tenderer hereby covenants and agrees with the Employer to complete and perform the works in conformity in all respects and subject to all terms and conditions/ rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said Tenderer, _____
_____ to the Employer
_____ in the presence of:

Signature of the Contractor/Tenderer
(with seal)

Signature of Authorised representative
of the Employer / Accepting Authority.

Witness (Signature, Name & Address):

1).

INDEMNITY BOND

THIS DEED OF INDEMNITY executed at (Place) on this day of month of year two thousand and twenty two (2022) By.....(herein after called the Bidder) duly represented by proprietor/one of its partners/director Sri, aged.....years, son of Sri.....residing at.....

In favour of Canara Bank, a body corporate constituted under the Banking companies (Acquisition and Transfer of undertakings) Act, 1970, having its Head Office, at 112, J.C.Road, Bangalore - 560002 & represented by its Circle Office Thriuvanthapuram.

Whereas the Bidder had applied for the tender for **Demolition of Canara Bank's old G+2 building at Cherooty Road, Big Bazaar, Kozhikode, Kerala -673001** Whereas the tender submitted by the Bidder for the above mentioned work was accepted by Canara Bank and the work of **Demolition of Canara Bank's old G+2 building at Cherooty Road, Big Bazaar, Kozhikode, Kerala -673001** on as is where is condition and buyback for serviceable materials has been awarded in favor of the Bidder vide Ref NoAnd whereas for undertaking the work awarded as per the above noted reference, the Bidder has entered into contract with Canara Bank on

Now this Deed Witnessed that in pursuance of the aforesaid contract datedand in consideration of Canara Bank having agreed to make payment on the bills claimed by the Bidder herein based on the works completed in respect of the above referred contract as per the terms agreed vide agreement dated, the Bidder hereby indemnifies and keep harmless Canara Bank & Bank's consultant and its officials/staff from time to time and at all times against all actions, prosecutions proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, all Government or legal actions for theft or misuse of controlled materials in the custody of the Contractor ,damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Employer arising out of:

- I. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder, non-compliance of safety rules, regulations, instructions by the Bidder and mishaps occurring at the site due to faulty work executed by the Bidder.
- II. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder.

- III. Further, the Bidder indemnifies to protect and save Canara Bank & its Architect/consultant and its officials / staff from against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements or contravention of any other law in respect of the services offered/executed by the Bidder.
- IV. The bidder shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to other buildings, roads, street, footpaths, drainage system or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer aloof and indemnified in all respects from such actions, cost and expenses.
- V. The Tenderer shall indemnify the employer and hold harmless in respect of all and any expenses arising from such injury or damages to persons including third party/public or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.
- VI. All Indemnities shall survive notwithstanding expiry or termination of the contract and Bidder shall continue to be liable under the indemnities.
- VII. This indemnity shall be applicable to all the conditions/clauses in the tender document.
- VIII. The Bidder shall conform to the provisions of all local byelaws and acts relating to the work and to the regulations etc. of the Government and Local Authorities and shall note to obtain the necessary permissions in this regard. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

There is no limit to claims made by the Employer/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability of the bidder will be unlimited ”.

Signature of Bidder with Seal

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the Drawings, the work shall be carried out as per standard specifications and under the direction of the Employer/Bank.

1) DEFINITIONS/ INTERPRETATIONS

- I) The 'Contract' means the documents forming the tender and acceptance thereof and the agreement duly executed between the Employer and the Tenderer, together with the documents referred to therein including those conditions, the specifications, schedule of quantities, tender agreement, designs, drawings and instructions issued from time to time by the Engineer/ Architect. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.

- II) In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them -
 - a) The 'Tenderer' or 'Supplier' or 'Contractor' shall mean the individual Karta, or Manager of HUF, firm or Company, whether incorporated or not, undertaking the works and shall include the legal heirs/ representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorised and constituted attorneys/ agents and permitted assignees of such firm or company.
 - b)
 - c) Employer or Bank: The term "Employer" or "Bank" shall denote CANARA BANK A body corporate..... Constituted under banking Companies (Acquisition and transfer of Undertakings) Act, 1970 having its Head Office at 112, JC Road, Bangalore 560 002 having amongst others a Circle Office at Thiruvananthapuram with their Head Office at BANGALORE represented by Divisional Manager, Canara Bank, Premises & Estate Section, Circle office, Thiruvananthapuram and any of its employees or representative authorised on their behalf.

- d) The 'Engineer-in-Charge' or 'Bank Engineer' or 'Engineer' means the Senior Manager/Manager, or Officer/ Engineer and/ or Site Engineer who shall supervise and be in-charge of the work or any other authorized representative or person specifically deputed by the Employer wherever they are employed from time to time by the Employer.
- e) 'Contract Price' shall mean the final accepted rates in Price Bid hereto.
- f) 'Date of Contract' means the Calendar date on which the Employer and Contractor have signed the Agreement on the stamp Paper.
- g) "Accepting Authority" shall mean The Divisional Manager/Assistant General Manager of the Canara Bank (the Employer).
- h) 'Approval' wherever used in the specifications or schedule of Quantities shall mean, respectively, approved by or approval of the 'Accepting Authority' in writing.
- i) 'Appellate Authority' shall mean The Deputy General Manager, of the Bank (the Employer) who shall also be the authority to consider any extension of time or compensation as defined in clause hereunder.
- j) 'Notice in writing' or 'written notice' shall mean a notice in writing typed or printed characters delivered to or sent by registered post to the last known address private or business address or registered office address, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/ or delivered personally, or otherwise proved to have been received.
- k) 'Virtual completion' shall mean that the work/ installation is complete in all respects in the opinion of the Employer & for which the completion/ clearance certificate has been issued by the Engineer and the installation is fit for usage.
- l) 'Drawings' shall mean all drawings and/ or design drawings furnished by the Tenderer/ sketches duly signed by the authorized Engineer/ Architect on behalf of the Employer before commencement or during the progress of the work.

- m) 'Letter of Acceptance' shall mean an intimation by a letter issued by the Accepting Authority of the Employer to Tenderers that his tender has been accepted in accordance with the provisions in the said letter.
- n) "Defect Liability Period" shall mean a period of twelve months from the certified date of virtual completion issued by the Engineer/ Architect and accepted by the Employer. However in cases where completion gets delayed abnormally due to unavoidable reason(s) defect liability period shall be reckoned 12 months from the date of completion or 18 months from the date of start of work whichever is earlier.
- o) "Architect" or "Consultant" shall mean Architect/ Consultant appointed by the Bank for the Project.

2) SITE VISIT

Intending Tenderer shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of works, facilities of transport condition, effective labour and materials, access and storage for tools and materials and removal of rubbish. The Tenderer shall provide in his tender cost of carriage, freight and other charges as also for any special difficulties and including local authorities/police restriction for transport etc. for proper execution of work as indicated. The successful Tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer might be deemed to have reasonably been inferred to be so existing before commencement of work.

3) TENDERS

The entire set of tender paper issued to the Tenderer should be submitted fully priced and also signed on the every page of respective chapter

No modifications, writing or corrections can be made in the tender papers by the Tenderer.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works in-

volved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum contracts, the payment of such items of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by the Employer/Bank.

The Employer/bank has power to add to, omit from any work as shown in the drawings or described in the specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the Contractor without authorization from the Employer.

The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

4) SIGNING OF CONTRACT & AGREEMENT

The successful Tenderer/ Contractor, on acceptance of his tender by the Accepting Authority, shall, within 10 days from the stipulated date of start of the work sign the contract consisting of -

- a) Standard form of agreement on stamp paper, the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard Tender Form consisting of -
 - i) Notice Inviting Tender & General Rules and Instructions.
 - ii) General Conditions of contract and clauses of contract along with Annexure thereto, like specification, special conditions etc.
 - iii) Bill of Quantity and Price Bid.

The Contractor shall pay for all stamps and legal expenses, incidental there to.

5) PERMITS AND LICENSES

Permits and licenses for the works, which are under Government control, will be arranged by the Contractor. It may be clearly understood that no compensation or additional charges can be claimed by the Contractor for the permissions in due time on this account or according to his own requirements.

The Employer/Architects shall be indemnified against all Government or legal actions for theft or misuse of controlled materials in the custody of the Contractor.

The Contractor may, however, be eligible to a proportionate extension of time on this account, which in the opinion of the Employer is reasonable, and in case agreed by the Employer/Bank.

6) GOVERNMENT AND LOCAL RULES

The Contractor shall conform to the provisions of all local byelaws and acts relating to the work and to the regulations etc. of the Government and Local Authorities and shall note to obtain the necessary permissions in this regard. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

7) TAXES AND DUTIES

Applicable goods and service tax shall be paid extra as per the prevailing norms. Contractor should produce GST registration number. No other taxes will be paid by the Bank for the subject work.

8) QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are intended to cover the entire works as per the drawings/ specifications/ scope of work, and therefore the Contractor is bound to complete the works at the same quoted rates in the event of quantity exceeding the specified bill of quantity, but the Employer/Bank reserves the right to execute only a part or the whole or any excess.

9) OTHER PERSONS OR AGENCIES ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any part of the work included in this contract by other agency or persons and Contractor shall allow reasonable facilities and use of his facilities for the execution of such work. The Contractor shall extend all co-operations in this regard.

Wherever the work is proposed in co-ordination with other agencies, the Contractor shall co-operate with the schedule of works in such a manner as worked out by the Bank Engineer.

10) EARNEST MONEY, INITIAL SECURITY DEPOSIT, RETENTION MONEY & TOTAL SECURITY DEPOSIT

- **Earnest Money Deposit:** The Tenderer will have to deposit the specified amount of earnest money as detailed in the notice inviting tender at the time of submission of tender. No interest will be paid on the earnest money. The earnest money of unsuccessful Tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

- **Security Deposit:** The successful Tenderer whose tender is accepted shall be required to furnish by way of security a sum which shall be equal to 1.5 (One Point Five) Times of the Cost of demolition (Including EMD amount) within a week from day of acceptance of offer in the form of DD/ Bank Guarantee from Nationalized/Scheduled Bank in favour of Canara Bank. The validity of which shall be up to 2 months beyond the issue of Virtual completion Certificate by the Consultant/Bank's engineer.

- **Repayment of Security Deposit :**

The security deposit shall be refunded during final bill settlement after full completion Certificate by the Consultant/Bank's engineer provided the Contractor has satisfactorily carried out all the works and attended to all the terms in accordance with conditions of the contract. No interest is allowed on security deposit.

11) FACILITIES TO BE PROVIDED BY THE CONTRACTOR

- i) The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the design parameters, technical specifications, drawings and schedule of quantities. Based on the details furnished in the Notice Inviting Tender, the Contractors should undertake their own assessment and design the plant and system required. If the Contractor finds any discrepancies, it should immediately be brought to the notice of the Employer.
- ii) The Tenderer shall take full responsibility for adequacy, suitability and safety of all the design, works and methods of design/ installation.
- iii) The employer/Bank shall on no account be responsible for the expenses incurred by the Contractor during the progress of work at site, towards any incidental expenditure like medical amenities to the workers at site, security arrangement etc. The employer shall not be responsible for the safety of the workers at site either on account of the works executed by the Contractor or on account of the works executed by any other agency involved at that time.
- iv) The Employer/bank on no account shall be responsible for storage of materials or loss or pilferage or theft either in respect of the material stored or material already built and paid for by the Employer/Bank.
- v) The Contractor shall at all times give access to workers employed by the Employer/Bank.
- vi) All tools, equipments and other required facilities for execution of work shall be provided by the Contractor.
- vii) Any facilities available at site shall be utilized only with prior permission of the Employer /Bank or Building society or the in-charge of the site/ building owner and cannot be taken as granted and for such services and utilities, the Employer/Bank is entitled to charge at its discretion.
- viii) Electricity required for the works can be tapped from one common point with concurrence of Bank's engineer.

- ix) No extra charges shall be paid over and above what has been quoted for any of the above or for similar such services.

12) TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

i) Time of Completion

The entire work is to be completed in all respects within the stipulated period as mentioned in the Notice Inviting tender. The work shall be deemed to commence immediately from the date of acceptance letter or date of handing over site whichever is earlier. Time is the essence of the contract and shall be strictly observed by the Contractor.

The work shall not be considered as complete until the Employer/Bank certifies in writing that the work has been virtually completed and defect liability period shall commence from the date of such certificate.

ii) Extension of Time

(a) The time allowed for execution of the Works by the Contractor as specified or the extended time in accordance with these conditions shall be the essence of the Contract. If the Contractor commits default in the execution of the work as aforesaid, the Employer/Bank shall without prejudice to any other right or remedy available in law be at liberty to forfeit the earnest money absolutely.

(b) Request for extension of time, to be eligible for consideration, shall be made by the Contractor to the accepting authority in writing within Ten days of the happening of the event causing delay. The Contractor shall also, if practicable, indicate in such a request the total period for which extension is desired, overlapping period, if any, with earlier events causing delays.

(c) The decision of the Employer for an extension of time for completion hereunder (which decision shall be final and binding on the Contractor) shall be promulgated on completion of the work or at the conclusion of such events based on which the extension of time was sought by the Contractor, and the Employer/Bank shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause with respect to payment

of Liquidated Damages shall, in such case, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

iii) Progress of Work

During the period of work, the Contractor shall maintain proportionate progress on the basis of a programme chart submitted by the Contractor and approved by the Employer. Contractor shall plan for procurement/arrangement of materials, equipments well in advance and reflect the same in a progress chart so that there is no delay on the part of the Contractor in completion of the project. Maintenance and production of such records as and when required shall be the responsibilities of the Contractor.

13) LIQUIDATED DAMAGES

Time is the essence of the contract. The completion of the **works** is essential to comply with various requirements of the bank. Thus the Contractor shall be aware and take note that non-completion of the works will affect the Banks committed programs and thus the loss by way delayed completion of related works etc, are invaluable and cannot be easily assessed. Therefore, it is part of the agreed terms that in the event of any delay in completion of the work, the Bank is liable to charge the Contractor without the necessity of providing for any details of such losses suffered by the Bank.

Thus if the Contractor fails to complete the works within the time for completion stated in the Notice Inviting the Tender or within any extended time hereof, the Contractor shall pay the Employer the sum at the rate of Rs. 2000/- per day for delay beyond the completion period subject to the max of 25 % of total contract price as "Liquidated damages" or the Employer may deduct aforesaid sum towards such damages from any monies due to the Contractor.

For this purpose the term 'Contract Value' shall be value at the contract rates of the work as ordered / accepted.

The Employer/Bank shall have the right to adjust, / set-off against any sum payable to the Contractor under this or any other contract with the Employer anywhere in India/outside India.

14) FORCE MAJEURE:

The Parties (both the BANK and the Contractor) shall not be liable for any failure to perform, any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, lockdown imposed due to Epidemic Diseases control Acts, flood, earthquake, explosion, acts of God, civil commotion, riots, insurrection, war or acts of government.

15) TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS

- The Contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any hoarding, gantry, building structure other than those approved by the Employer. No fixtures or materials to be placed in such a manner that can be considered dangerous to the installation and to the persons working or passing by or visiting the site or occupants.
- Storage of materials: The Contractors shall make use of existing facilities with due permission of the Employer for storage of materials at site, but watch & ward arrangements for the safety of materials shall be the responsibility of the Contractor.
- All the protection/Safety measures as detailed in the tender should be strictly followed.
- The Contractor has to use specialized tools and equipments which are required for safe demolition of building and the safe custody of the same is the responsibility of Contractor.

16) NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

- The Contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the regulations and bye-laws of any authorities, and or other Companies (Indian or International), and/ or Statutory Authorities, with whose

system and design or technical know how are/were proposed to have connection with this work. So also the Contractor shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation shall give a decision within a time period of 7 days.

- The Contractor shall arrange to give all notices required for by the said Acts, regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.
- The Contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer aloof and indemnified in all respects from such actions, cost and expenses.

17) DISPOSAL OF DANGEROUS/ WASTE MATERIALS

All waste materials and other matters of any offensive nature shall be taken out once the works are completed. The Contractor shall keep the works free from dangerous materials like industrial gases, welding machines and any such devices or material of toxic and poisonous nature which are essentially required in course of work shall be undertaken provided such materials are permissible under Law and/ or with permission of respective authority if any.

18) ACCESS

Any authorized representatives of the Employer/Bank shall at all reasonable times have free access to the works and/ or to the workshops, factories or other places where materials or equipments are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the Contractor shall extend necessary facilities to the Employer or their representatives for inspection, examination & testing of the quality & workmanship of the materials.

19) MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

- All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer/Bank during the execution of the work, and to Bank's entire satisfaction.
- If required by the Employer the Contractor shall have to carry out tests on materials and workmanship in approved material testing laboratories or as prescribed by the Employer at his own cost to prove that the materials etc. under test conform to relevant Bureau of Indian Standards and/ or as specified in the specifications. The necessary charges for sample material, transporting, testing etc. shall have to be borne by the Contractor.
- All material must be the best of their kind available and the Contractors must be entirely responsible for the proper and efficient carrying out of the work. Samples of all the materials to be used must be submitted to the Employer when so directed by the Employer.
- Should the work be suspended by any reason, the Contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damages arising from any of these causes.

20) REMOVAL OF IMPROPER WORK

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/Bank are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with drawings and specifications or instructions.

In case the Contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental hereto as certified by the Employer shall be borne by the Contractor or may be deducted from any money due to or that may become due to the Contractor. No certificate that may be given by the employer, shall relieve the Contractor from his liability in respect of unsound work or bad materials or design.

21) CONTRACTOR'S EMPLOYEES

The Contractor shall employ technically qualified staff and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/Architects. The Contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently.

- **No Child Labour**

No labour below the age of eighteen years shall be employed on the work.

Any labourer supplied by the Contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the Contractor.

- **Labour legislation**

The Contractor shall comply with the provisions of all labour legislation including the requirements of

- a) The Payment of Wages Act 1936
- b) Minimum wages Act, 1948
- c) Employer's Liability Act, 1938
- d) Workmen's Compensation Act, 1923
- e) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971
- f) Apprentices Act 1981
- g) Industrial Disputes Act, 1947
- h) Maternity Benefits Act, 1961
- i) Any other Act or enactment relating thereto and rules framed there under from time to time.

j) Indian Electricity Act (IE Act) and follow the rules.

- The Contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.
- The Tenderer shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-Contractors in connection with the said work, as if the labour had been immediately employed by him.
- The Contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the Contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The Contractor shall provide, maintain and keep in good sanitary accommodation and provide facilities for pure drinking water at all times of the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the Contractor to prevent nuisance of any kind on the works or the lands adjoining the same.
- The Contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Employer and also to the competent authority where such report is required by law.
- The Contractor shall pay rates of Wages and observe hours of work and conditions or employment according to existing rules under Minimum Wages Act. Further, it shall be Contractor's responsibility to ensure that he pays his workmen wages which are not lower than the minimum prescribed by the Union Government and State Government in which area this contract is being operated.

22) COMPLIANCE OF LABOUR REGULATIONS

The Tenderer shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the Tenderer or his sub-Contractors.

The Tenderer shall be fully responsible for compliance at his own expense all the labour regulations and rules to be observed by him and his sub-Contractors and by the Employer as Principal Employer of workers. The Tenderer shall fully indemnify the Employer against any action by the state and/ or Central Government for any default or alleged default by the Tenderer, Sub-Contractor or Employer of any of such rules and regulations. If, due to any default of the Tenderer or his sub-Contractors, the Employer has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, the Employer shall be entitled to recover from the Tenderer all such expenditure in full from any payment due to the Tenderer.

23) DISMISSAL OF WORKMEN

The Contractor shall on request of the Employer immediately dismiss or take off from the works, any person employed thereon by him, who may in the opinion of the employer, be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation or damages against the Employer/Bank or any of their officers or employee.

24) ASSIGNMENT

The whole of the works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, change in constitution and no subletting shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

25) DAMAGE TO PERSONS, WORKMEN AND PROPERTY

- Damages to persons: The Tenderer shall be responsible for all injury/ damage caused to the work or workmen or to any persons, animals or things and for all damages to the structural and/ or decorative part of property which may arise from the

operations or neglect of himself or of any sub-Contractor or of any of his or sub-Contractors employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

- The clause shall be held to include inter-alia, any damages to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather.
- The Tenderer shall indemnify the employer and hold harmless in respect of all and any expenses arising from such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.
- Damages to property: The Tenderer shall reinstate all damage on every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties'.
- The Contractor shall submit an indemnity bond in Bank's approved proforma in a stamp paper. Indemnify the Bank / Architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the Contractor shall be solely responsible.
- The Tenderer shall effect the insurance necessary and indemnify the employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the employer and must be effected jointly in the name of the Contractor and the employer and the policy lodged with the latter. The scope of insurance is to include loss or damage to the work and workmen due to carelessness, accident including fire, earthquake, floods, etc., damage or loss to the contract itself till this is made over a complete state. Insurance is compulsory and must be effected from the very initial stage. The Contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective in carrying out of this contract.

- The employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim or damages from any sums due or to become due to the Contractor.
- If the Tenderer or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electrical cables or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work or any part is being executed, or to any property of the residents if any damage shall happen to the work or property while in progress, from any cause whatever or if any defect, or other faults appear in the work within twelve months after a certificate final or otherwise or its virtual completion shall have been given by the Employer as aforesaid arising out of defect or improper materials or workmanship the Tenderer shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Employer/ Engineer/ Architect cause the same to be made good by other workmen and deduct the expense from any sums that may be then or at any time thereafter may become due to the Tenderer, or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof.

26) INSURANCE:

The Contractor shall, at his own expense insure the works, effect and maintain till the completion of the contract a **Contractors All Risks Policy (CAR)** for Insurance, with an insurance company approved by the Employer, for the full amount of the contract. The scope of the cover shall include fire, lightning, explosion, crashing, aircraft, extinguishing water or other fighting measures, flood, inundation, rain, windstorm of any kind, earthquake, subsidence, landslide, rockslide, bad workmanship, lack of skill, negligence, malicious acts or human error, additional cover for third party liability and surrounding properties. The CAR shall be held in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy.) with Employer as beneficiary against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer with **7 (seven)** days from the date of receipt of the letter of acceptance of tender.

The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or of sub-Contractor and shall be at his own expense obtain, effect and maintain until the completion of the Contract a policy of Insurance against such risk in respect of employees of Contractor or sub-Contractor with an Insurance Company approved by the Employer, a comprehensive policy of Insurance and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the Contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the Contractor.

The Contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Architect may deem fit, but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount paid by the insurer in settlement of any claim arising as set out herein.

27) ACCOUNTS RECEIPTS & VOUCHERS

The Contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the Contractor shall use materials less than what is required under the contract, the value of the difference in the quantity of the materials that was required to use and that actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the Contractor as to the amount of materials the Contractor is required to use for any work under this contract.

28) PAYMENT TERMS, ADVANCE PAYMENT & ITS RECOVERY

- **PAYMENT TERMS**

- All bills shall be prepared by the Contractor in the form agreed or furnished by the Employer. Normally "No payment" shall be made for a work, estimated to cost Rs. 5.00 lakhs or less but for the final bill after the whole of the work has been completed and after certificate of completion is recorded.
- The Contractor shall submit interim bills only after taking actual measurements jointly recorded with the Engineer-In-Charge/ Employer/ Architect at site in Measurement Books. The bills shall be submitted in the following proforma.

<i>As per Tender</i>						Previous Bill		Current Bill		Up to Date Bill	
Tender item	Item Description	De-	Qty	Rate	Amount	Qty	Amount	Qty	Amount	Qty	Amount

- All such interim payments accepted by the Contractor shall be regarded as payments by way of advances against final payment only. These shall not preclude bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected.
- Any certificate given by the Engineer-in-charge/ Architect relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications.
- Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the engineer-in-charge/ employer under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.
- Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

- All the payments, interim or otherwise, are subject to statutory deductions of Income Tax & GST TDS, any other deductions as notified by respective Local/ State Government/Authority and any such instructions conveyed from time to time. From the interim bills, the retention money as detailed elsewhere in this tender shall also be deducted.
- The final bill shall be submitted by the Contractor within 1 (one) month from the date of completion of work or from the date of certification of virtual completion certified by the Engineer-in-charge/ Architect.

29) FINAL PAYMENT

The Tenderer shall submit the final bill in the same manner as specified in interim bills within one month of physical completion of the work or within 15 days of the date of the final certificate of completion furnished by the engineer-in-charge whichever is earlier. No further claims shall be made by the Tenderer after submission of the final bill or on acceptance of the final payment and these shall be deemed to have been waived and extinguished.

All the payments, interim or final, are subject to statutory deductions of Income Tax & GST TDS, any other deductions as notified by respective Local/ State Government/Authority and any such instructions conveyed from time to time. From the interim bills, the retention money as detailed elsewhere in this tender shall also be deducted.

30) VARIATION/ DEVIATION

The Engineer-in-Charge with the specific approval of the Employer shall have power to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Tenderer shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge. Such alterations, omissions, additions or substitution shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the Tenderer may be directed to do in the manner specified above as part of the works, shall be carried out by the Tenderer on the same conditions in all

respects including price on which he agreed to do the main work except as hereafter provided -

- (a) No work which radically changes the original nature of the contract shall be ordered by the Engineer-in-Charge as a deviation.
- (b) In the event of any deviation being ordered which in the opinion of the Tenderer changes the original nature of the Contract, he shall within fifteen days of having been so ordered bring this to the notice of the Employer with the reasons but nevertheless carry it out and the disagreement as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Clause under caption "SETTLEMENT OF DISPUTES AND ARBITRATION".
- (c). The tendered rates, shall hold good for any increase or decrease in the tendered quantities upto variation of 25% and as stipulated else here for legitimate completion of works as per original design or scope of work and on account of any modification or alteration suggested and where the variation is for the respective item is beyond 25%, the rate for the respective item may be reviewed on mutually agreed terms in writing.

31) PREPARATORY WORK FOR UTILISATION OF THE FACILITY AFTER COMPLETION

The whole of the work will be thoroughly inspected by the Contractor and deficiencies and defects set right. On completion of such inspection, the Contractor shall inform the Employer that they have completed the work and it is ready for inspection.

On completion, the Contractor shall clean all the area and its surroundings, equipments etc. and will leave the entire area clean and ready for immediate usage to the satisfaction of the Employer.

32) CLEARING SITE ON COMPLETION

On completion of the works the Contractor shall clear away and remove from the site all debris, unserviceable materials, plant & equipments, tools, surplus materials, scraps, rubbish and temporary works of every kind and leave the whole of the site

and the works clean and in a workmanlike condition to the satisfaction of the Employer.

In the event of failure to clear the site as required the Employer have the right to undertake the same engaging other agency and the same shall be at the cost of the Contractor and liable for deductions in the payments due to the Contractor and the Contractor shall not dispute such payments.

33) ESCALATION

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any granted) and till the completion of work and will not be subject to any fluctuation due to increase in cost of materials, labour, tax, octroi etc. unless specifically provided in these documents.

34) IDLE LABOUR

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

35) SUSPENSION OF WORKS

Subject to other provisions contained, the Employer may without prejudice to his any other rights or remedy against the Tenderer in respect of any delay in commencing, completing or during the progress of work or inferior workmanship, may serve notice in writing to suspend or absolutely determine and cancel the contract in any of the following cases -

- If the Contractor having been given by the Employer, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner, the Contractor fails comply with the requirement of such notice within a reasonable time as decided by the employer.

- If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- If the Contractor has without reasonable cause failed to commence the work or has suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Employer/Bank (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from Employer.
- If the Contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.
- If the Contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer.
- If the Contractor commits any acts mentioned in terms of tender hereof and when the Contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have powers:
 - a) To determine or rescind the contract of which termination or rescission notice in writing to the Contractor under the hand of the Employer shall be conclusive evidence. Upon such determination or rescission, the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of Employer.
 - b) In any such event the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in

case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified; Provided further that any of the recoveries to be made when the excess cost incurred by the Employer is more than the Security Deposit to be forfeited, such recoveries shall be limited to the amount by which the excess cost incurred exceeds the Security deposit so forfeited.

In any case in which any of the powers conferred upon the Employer hereof, shall have become exercisable & the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.

36) TERMINATION OF CONTRACT BY EMPLOYER

Subject to other provisions contained, the Employer may without prejudice to his any other rights or remedy against the Tenderer may serve notice in writing absolutely determine and cancel the contract in any of the following cases -

If the Contractor

(a) at any time makes default in proceeding with the works or any part of the work with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge;

or

(b) commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge;

or

(c) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice in writing is given to him in that behalf by the Engineer-in-Charge;

or

d) shall offer or give or agree to give to any person in Bank service or to any other person on his behalf any gift or consideration as an inducement or reward for favoring him in relation to the obtaining or execution of this or any other Contract for the Employer

or

e) shall enter into a Contract with the Bank in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such omission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/ Engineer-in-Charge;

or

f) shall obtain a Contract with the Employer as a result of wrong tendering or other unethical methods of competitive tendering;

or

g) being an individual, or in a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors;

or

h) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company or a receiver or manager on behalf of the debenture holders or others shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager;

or

i) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days;

or

j) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority;

- The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Employer, by a notice in writing cancel the contract as a whole or only such of items in default from the Tenderer.
- The Engineer-in-Charge shall on such cancellation by the accepting authority have powers to, for which the Contractor shall hereby unconditionally agree -
 - to take possession of the Site and any materials, constructional plant, implements, stores, etc., thereon; and/ or
 - to carry out the incomplete work by any means at the risk and cost of the Tenderer.
- On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the Works or in case the Works or part of the Works is not to be completed, the loss or damage suffered by the Employer/Bank. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work.
- Any excess expenditure incurred or to be incurred by the Employer in completing the Works or part of the Work or the excess, loss or damages suffered or may be suffered by the Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law be recovered from any money due to the Tenderer on any account, and if such moneys are not sufficient the Tenderer shall be called upon in writing and shall be liable to pay the same within 30 days.
- If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge with the approval of the Employer shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

- Any sums in excess of the amounts due to the Employer and unsold materials, constructional plant, etc., shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Employer of the Works or part of the Works is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Contractor.

37) SETTLEMENT OF DISPUTES AND ARBITRATION

- It shall be an inseparable part of the contract that in matters regarding quality of materials, workmanship, removal or rejection of improper work, interpretation of the drawings and specifications, measurements of materials and/ or items of work, mode of procedure and carrying out of the work, the decision of the Engineer-in-Charge which shall be given in writing, shall be final, conclusive and binding on the Tenderer.
- If the Tenderer considers any work demanded of him to be outside the requirements of the contract, or considers any drawings record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of work, to be unacceptable, he shall promptly within 15 days request the Employer in writing written instruction or decision. Thereon, the Employer shall give his written instructions or decision within a period of 2 weeks from the receipt of the Tenderer's letter.
- Upon receipt of such written instructions or decision the Tenderer shall promptly proceed without delay to comply with such instructions or decisions. If the Employer fails to give his instructions or decision in writing within a period of two months after being requested or if the Tenderer is dissatisfied with the instructions or decision of the Employer, the Contractor may within 30 days appeal to the designated Appellant Authority of the Employer who shall afford an opportunity to the Tenderer to be heard and to offer evidence in support of his appeal. If he is dissatisfied with this decision, the Tenderer, shall within a period of thirty days from receipt of the Appellant Authority of the decision, indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive and not referable to adjudication by the Arbitrator.

- All disputes or differences in respect of which decisions have not been final, binding and conclusive as above shall be referred for adjudication by the arbitration by a Sole Arbitrator appointed as follows -
 - a) Within one month of receipt of notice from any party to the contract for appointment of the Arbitrator the Appellant Authority, in charge of the work at the time of such appointment shall send to the Tenderer a panel of three names of persons who shall not presently be connected with the work. The Tenderer shall within fifteen days of receipt of this list select and communicate to the Appellant Authority the name of one person from the list who shall then be appointed as the sole arbitrator by the Appellant Authority.
 - b) If Tenderer fails to communicate his selection of name, within the stipulated period, the Appellant Authority shall without delay select one person from the list and appoint him as Sole Arbitrator. If the Appellant Authority fails to send such a list within one month as stipulated, the Tenderer shall send a similar list to the Appellant Authority within 15 days. The Appellant Authority shall then select one person from the list and appoint him as the Sole Arbitrator within 30 days of the receipt of the list. If the Appellant Authority fails to do so, the Tenderer shall communicate to the Appellant Authority the name of one officer from the list, who shall then be the Sole Arbitrator.
 - c) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
 - d) It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Appellant Authority of the appeal and a copy of his notice(s) of intention to refer the dispute to arbitration of such disputes as mentioned in Point 37 above failing which the notice for appointment of the Arbitrator shall not be treated as notice for appointing the arbitrator.

- e) It is also a term of this contract that no person other than a person appointed by Appellant Authority, in charge of the work as aforesaid should act as arbitrator.
- f) It is also a term of the contract that if the Tenderer does not make any demand for appointment of arbitration in respect of any claims in writing as aforesaid within 60 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.
- g) The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- h) The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.
- i) It is also a term of the contract that any fees, TA, DA and other charges are payable to the Arbitrator shall be paid by both the parties equally.

The award of the Arbitrator shall be final and binding on both the parties subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made hereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.

38) RIGHT TO AUDIT/ TECHNICAL EXAMINATION

The Employer shall have the right to cause an audit and technical examination of the works and the final bills of the Contractor including all supporting vouchers, abstract, etc., to be made even after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Tenderer under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the Tenderer shall be liable to refund the amount of over-payment and it shall be lawful for the Employer to recover the same from him or in any other manner legally permissible and if it is found that the Tenderer was paid less than what was due to him under the contract in re-

spect of any work executed by him under it, the amount of such under payment shall be duly paid by the Employer to the Tenderer, without any interest thereon;

Provided that the Tenderer shall not be entitled to payment of any sum paid short where such payment has been agreed upon between the Employer on the one hand and the Tenderer on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

39) CONSTRUCTION SITE DEMARCATION HOARDINGS

Before starting the demolition activity at site, the Contractor shall erect 1.80m high (from the road level) hoarding all around the plot leaving one entrance and exit with gates. The hoarding shall be of either plywood or metal panels with proper supporting structures as approved by the Engineer. The outer face shall be neatly painted and kept letter free. Contractor shall not exhibit any advertisements on the hoardings except that of the project. The cost for the erection of hoarding and its maintenance until completion of the project shall be in scope of Bidder.

40) FORECLOSURE OF CONTRACT IN FULL OR IN PART

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works.

The Contractor shall be paid at the contract rates for works executed at site.

41) CLOSE RELATIVES

The Contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him or himself and who are near relative to any Employee of the Canara bank. Any breach of these conditions by the Company or Firm or any other person/ Contractor, the tender/work is liable to be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage, whenever it is so noticed. The Bank will not pay any damages to the company or Firm or the concerned

person. The Company or Firm or the person is also liable to be debarred for further participation in the tenders in the concerned circle of the Bank..

42) RETIRED EMPLOYEES

No Employee of the employer or employed in any department of the Government of India, PSU, Nationalized/ state bank shall work as a Contractor or employee of a Contractor for a period of two years after his retirement from service without the previous permission of their employer in writing. This contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of their employer as aforesaid, before submission of the tender or engagement in the Contractor's service, as the case may be.

43) LIEN

(a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the Tenderer and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the Contractor under the same contract or any other contract with the Employer pending finalisation or adjudication of any such claim.

(b) Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Employer or any other contracting person or persons through Engineer-in-Charge against any claim of the Employer or such person or persons in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Employer or with such other person or persons.

- (c) It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator (if the contracts governed by the arbitration clause) or by the competent court, as the case may be and that the Tenderer will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Tenderer. For the purpose of this clause, where the Tenderer is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have alien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

I/We have read the tender document, its terms & conditions, aware of the scope of work, site conditions, specifications and the price-bid are quoted accordingly.

Signature of the Contractor/Tenderer (with Seal)

Place:

Date :

GENERAL SPECIFICATIONS FOR SAFETY

In respect of all labour, directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of the CPWD, Indian Standards Institution, the Electricity Act, regulations, rules and orders made there under and such other acts as applicable.

The Contractor shall provide shoring, necessary barriers, warning signals, and other safety measures while carrying out all the external work or wherever otherwise necessary to avoid accidents. He shall also provide and maintain at his cost all lighting & watching, fencing & security when and where necessary or as directed by Engineer or by the duly constituted authority for the protection of works and for the safety and convenience of public and others.

Failure to comply with Model Rules for Labour Welfare, Safety Code or the provisions relating to report on accidents shall make the Contractor liable to pay to the Employer liquidated damages as decided by the Engineer for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contractor's Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.

- 1 Demolition: Before any demolition work is commenced and also during the process of the work following must be followed by the Contractor
 - All roads and open areas adjacent to the work site shall either- be closed or suitably protected.
 - No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged.
 - All practical steps shall be taken to prevent danger to persons employed. From risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials, as to render it unsafe.
- 2 The Contractor shall follow/ obey the provisions of all local Bye-laws or safety measures /acts relating to the demolition work and to the regulations etc. of the Government and Local Authorities including cordoning off the property from neighboring properties with proper arrangement like zinc sheet barricading to avoid dust, noise to the occupants of the neighboring buildings etc., The amount should

- be quoted after taking into account the cost and liabilities for license fees etc. if any, in complying the regulations of local authorities.
- 3 Before actually taking up the demolition of the building the Contractor shall ensure proper disconnection of Electrical power to the building and disconnection of water supply and sanitary connection to the building.
 - 4 The Contractor shall ensure the safety requirements laid down by the local authority and/or National Building Code and National Green Tribunal (NGT). If, any loss, damages, legal cost is suffered by the Bank in the event of defective or inferior quality of work/ non-compliance of rules, bye-laws or loss suffered to any person or entity due to direct or indirect consequence of work executed by the Contractor, the Contractor shall indemnify up-to the extent of such loss / damages and keep harm less to The Bank, incurring all expenses and consequences of such loss / damages and legal cost.
 - 5 The Contractor should take all the safety precautions and extreme care during demolition of the building in order to ensure the safety of life of general public/their own workmen /adjacent buildings/ vehicles and other personal properties.
 - 6 The Contractor only will be liable for all the legal/financial consequences on account of the above mentioned mishaps.
 - 7 Workers should not be deployed at different levels unless adequate precautions are taken to ensure safety of them
 - 8 Demolition work should begin at the top of the structure and proceed downwards. .
 - 9 Masonry concrete and other dismantled materials should not be allowed to accumulate in quantities which may endanger the stability of any floor or structural support.
 - 10 Part of the structures, where necessary should be adequately shored, braced or otherwise supported.
 - 11 If the structure is to be demolished by explosives, all permissions/safety measures pertaining to explosives such as transport, storage, handling, loading firing etc. should be strictly adhered to. (NOT APPLICABLE IF DEMOLITION DONE THROUGH NON EXPLOSIVE MODE)
 - 12 Foundation walls serving as retaining walls to support of adjoining structures should not be demolish until the adjoining structure have been under pinned or braced or earth supported by sheet piling.
 - 13 Stairs with hand railing should be kept in place as long as practicable to provide access and egress.
 - 14 If the work of demolition is continued in night, all passageways, stairs and other parts of the structure where the workers have to pass and also to work should be

adequately lit.

- 15 Workers should wear strictly safety belts, safety helmets and hand glove.
- 16 If the demolition is carried out by machines such as power shovels, bulldozers etc. the safety measures relevant to operation and use of such machines should be adhered to.
- 17 If swinging weight such as ball is used for demolition, a safety zone having a width of at least 1.50 times the height of the building or structure should be maintained.
- 18 Scaffolds used for demolition operations should be independent of the structure to be demolished.
- 19 If ladders are used for demolition, only travelling mechanical ladders should be used.
- 20 The hoists or chutes, whenever it is practicable, should be used to lower the materials. Materials chutes should have a gate at the bottom with suitable means for regulating the flow of materials
- 21 Glass in doors and windows, loose objects and projecting parts to be removed.
- 22 Display boards to be displayed prominently warning the public of the danger.
- 23 Protection of the public to be ensured.
- 24 Methods to protect surrounding buildings from the danger of collapse.
- 25 Gas, water and steam service lines should be shut off.
- 26 The structure to be demolish should be adequately fenced and cordoned off.
- 27 There shall be maintained in a readily accessible place first aid box including adequate supply of sterilized dressings and cotton wool.
- 28 An injured person shall be taken to a hospital without loss of time whenever the situation requires. Address and telephone numbers of nearest physicians and hospital and also of police station shall be conspicuously displayed in the site office permanently.
- 29 Suitable and strong double scaffolds with adequate handrails and safety belts, helmets etc. shall be provided for all workmen, supervisors, and engineers for all works that cannot be done safely from ground. Unless permitted otherwise scaffolding shall be of steel with adequate lateral supports & bracing etc.
- 30 Scaffolding or staging more than 3.25 meters above the ground or floor, swing or suspended from an overhead support or created with stationary support, shall have guard rail and toe board properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or

staging shall be so fastened as to prevent it from swaying from the building or structure.

- 31 Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally and if height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced.
- 32 Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
- 33 No portable single ladder shall be of more than 8 m length. The width between the side rails shall not be less than 30 cm and distance between two adjacent rungs shall not be more than 30 cm. Whenever a ladder is used, an extra labour shall be engaged in holding the ladder.
- 34 Those engaged in welding works shall be provided with Welder's protective eye shields and gloves.
- 35 Hoisting machines and tackle used in the works including their attachments, anchorage and supports shall be in perfect condition and they shall be checked/ serviced periodically and also before any major use.
- 36 The ropes used in hoisting or lowering material, as the means of suspension shall be of durable quality and adequate strength and free from any defects.
- 37 List of all the safety equipment with quantities shall be prominently displayed in the site office and updated regularly.
- 38 All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned. All personnel within the site shall wear safety shoes, tight dress and safety helmet apart from following specific requirements. Corona protocol as amended time to time shall be strictly adhered by the Contractor.

Charge shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned. All personnel within the site shall wear safety shoes, tight dress and safety helmet apart from following specific requirements. Corona protocol as amended time to time shall be strictly adhered by the Contractor.

- Workers employed on mixing asphaltic materials cement and lime mortars/concrete shall be provided with protective footwear and protective goggles.
- Those engaged in handling any materials which is injurious to eyes shall be provided with protective goggles.
- Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- The Contractor shall not employ men below the age of 18 and women on the

work of painting with products containing lead in any form.

- 39 When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries Likely to be sustained during the course of the work.
- 40 Use of hoisting machines and tackle including their attachments, anchorage and Supports shall conform to the following-
- These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
 - Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding any winch or gives signals to operator.
 - In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or Lowering or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
 - In case of a departmental machine, safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines the Contractor shall notify safe working load of each machine to the Engineer-in-Charge whenever he brings it to the Site of work and get it verified by the Engineer-in-Charge.
- 41 Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, working apparel

such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductor of electricity.

I/We have read the tender document, its terms & conditions, aware of the scope of work, site conditions, specifications and the price-bid are quoted accordingly.

Signature of the Contractor/Tenderer (with Seal)

Place:

Date :

TECHNICAL DETAILS

DEMOLITION OF BUILDING

FACTORS TO BE LOOKED INTO: -

I. BUILDING SURVEYING

Layout plan showing adjoining properties, pedestrian walkway, roads and street, etc.

Survey Items

1. The construction materials,
2. Salvage value,
3. The presence of wastewater, hazardous materials, toxic chemicals, flammable or explosive and radioactive materials etc., which can contribute to air pollution and soil contamination,
4. Potential dangerous areas, e.g., abnormal layouts, presence of enclosed voids, non-ventilated light wells etc.
5. Adjoining properties and site conditions, such as the existence of slope and retaining walls, wall supporting ground, bridges, underground railway and its above ground structures, substations, plant rooms, overhead railway structures, overhead cables or guy wires, and other utility Service connections;
6. Drainage conditions and possible problems on water pollution,
7. Shared facilities with adjoining building, including common staircases, walls etc and possible effects on the same,
8. Hoarding and covered walkways,
9. Adjoining pedestrian and vehicular traffic conditions,
10. The sensitivity of neighbourhood with respect to noise, dust, vibration and traffic impact,
11. Available site area to allow on-site sorting of building debris; and
12. Utilities such as Fire hydrant, parking space/meters, street light, street sign and hawkers' stalls which could be affected by the demolition project.
13. Hazardous Materials

II. STRUCTURAL SURVEYING

The existing record layout, structural framing plans and structural details shall be studied. The Registered Structural Engineer shall check the presence of unusual detailing that may cause abnormal structural behaviour during demolition.

Following aspects shall be covered:

1. The structural materials used,
2. The original structural system employed in the design,
3. The method of construction.
4. Any dilapidation and degree of deterioration on any structural elements,
5. The structural conditions of adjoining structures and its shoring which may be affected by the proposed demolition work,
6. The presence of continuous structures that may be affected by the demolition,
7. The structural system and structural conditions of basements, underground tanks or underground vaults,
8. Cantilevered structures such as canopies, balconies, or other forms of Engineered features; and
9. Any fixtures to the building such as signboard, sun-shading devices.

III. PREPARATION OF PLAN

Demolition Plan shall include the following:

- a) The location of the building to be demolished;
- b) Master Layout plan;
- c) The distances from the building to be demolished to its adjacent buildings, streets, structures and significant street furniture, which could be a part of master layout.
- d) A plan showing the procedure for the demolition of the building; detailed sequence of demolishing particular structural members; and the method of demolition to be adopted including the restrictions on the use of any particular type of equipment;

IV. PROJECT EXECUTION

Shall cover the following: -

- a) The occupancy / usage of the floors;
- b) The structural support systems;
- c) Principal materials of construction;
- d) The condition of the building e.g. the degree of deterioration; and

- e) The relationship of the building to be demolished with neighbouring properties affected by the demolition, which include all adjoining buildings and unauthorized structures, shared staircases, party walls, truncating continuous frames, slopes, retaining wall, overhead cables, guy wires and underground utility services.
- f) A plan or descriptive notes on the proposed methods for handling and disposal of debris including
- g) The permissible temporary accumulation of building debris at upper floors and at ground floor;
- h) Salvaging / Method of handling demolished building debris;
- i) Means of transportation of debris off the site;

V. SAFETY MEASURES

All applicable safety measures as mentioned in general specifications for safety to be followed.

METHODS OF DEMOLITION TO BE USED

1. Non explosive demolition

NON EXPLOSIVE DEMOLITION

a. Sledge hammer



Figure 1: SLEDGE HAMMER

b. Excavators and Bulldozers



Figure 2: EXCAVATOR

Hydraulic excavators may be used to topple one-or two-story buildings by an under-mining process.



Figure 3: BULLDOZER

c. High Reach Excavators



Figure 4: HIGH REACH EXCAVATORS

High reach demolition excavators are more often used for tall buildings where explosive demolition is not appropriate or not possible. These excavators are used to demolish up to a height of 300 feet.

IMAGE OF THE BUILDING TO BE DEMOLISHED



TENDER FOR DEMOLITION OF CANARA BANK BUILDING AT CHEROOTY ROAD KOZHIKODE



FINANCIAL BID

DEMOLITION OF CANARA BANK G+2 BUILDING ON AS IS WHERE IS CONDITION AND BUYBACK FOR SERVICEABLE MATERIALS

CHEROOTY ROAD, BIG BAZZAR
KOZHIKODE, KERALA -673001

TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE

ISSUED BY

PREMISES & ESTATE SECTION, CIRCLE OFFICE
TC NO. 26/173 (1), PB NO 159, M G ROAD
THIRUVANANTHAPURAM - 695 001
TEL: 0471-2331340
email: pecotvm@canarabank.com

PRICE/FINANCIAL BID**To,**

The Divisional Manager,
 Premises & Estate Section,
 Canara Bank, Circle Office,
 M G Road, Trivandrum, Kerala -695001

Sir,

SUB: DEMOLITION OF CANARA BANK G+2 BUILDING AT CHEROOTY ROAD, BIG BAZZAR KOZHIKODE, KERALA -673001.

1. I/We have read the notice inviting tender, general rules, Terms & Conditions of Contract, I/We are fully qualified of the works to execute the subject work and have understood the scope of work, terms and conditions.
2. I/we are offering most competitive offer as below for the subject work based on the comprehensive site inspection and after understanding the site conditions;

A. OFFER FOR DEMOLITION WORKS

SNO	DESCRIPTION	QTY	RATE	AMOUNT
1	Demolishing of complete G +2 building including the foundation, plinth protection, flooring in and around the building and all other structures including RCC slabs, beams, columns, masonry walls, doors, windows, ventilators, plumbing, sanitary, electrical installations and all other items excluding the outer compound wall without any damages and hindrances to functioning of adjacent buildings/amenities or properties. The serviceable materials are to be removed	Lump sum		

	by the Contractor and unserviceable materials are to be dumped in Contractors own dumping yard or approved dump yard of local authority. The site is to be cleaned and levelled. The cost is inclusive of clearing the site in all respect.			
2	APPLICABLE GST TO BE PAID FOR DEMOLITION			
3	TOTAL COST OF DEMOLITION INCLUDING GST (1+2)			

B. OFFER FOR REMOVED SERVICEABLE MATERIALS

SNO	DESCRIPTION	QTY	RATE	AMOUNT
1	The salvage value offered to Bank for taking the serviceable materials such as old strong room door, ventilators, bricks, wooden window/doors including frames, iron grills, old steel rod removed from RCC slabs, columns, removed bricks and any other material not required for Bank from the building.	Lump sum		
2	APPLICABLE GST FOR SERVICEABLE MATERIALS			
3	TOTAL COST OF SERVICEABLE MATERIALS INCLUDING GST (1+2)			

NOTE- Bank will be issuing GST invoice to the successful bidder for the serviceable materials sold.

FINAL OFFER

SNO	DESCRIPTION	QTY	AMOUNT
(A)	Total cost of demolition of the building to be paid by the Bank including applicable GST.	Lump sum	
(B)	Total cost of salvage value offered to Bank for taking the serviceable materials removed from the building including applicable GST.	Lump sum	
(C)	NET TENDER COST (COST OF DEMOLITION - OFFER FOR SERVICEABLE MATERIALS)	(A)-(B) or (B)-(A)	

1. I/We also agree that I/we will be depositing an amount equal to 1.5 times the above quoted amount (inclusive of EMD), within one week from the date of acceptance of my/our offer failing which the EMD deposited with this tender can be forfeited.
2. I/ We also agree to the condition that in case of not completing the demolition work to the satisfaction to the Bank within the stipulated time, the security amount be forfeited by the Bank and Bank can get the remaining work done at my/our risk and responsibility.
3. I/We fully understand that the bank has the right to reject any or all the tenders without assigning any reasons whatsoever.
4. I / We know that the payment for demolition will be released only after satisfactory completion work after Deduction of IT TDS, GST TDS will be as per rules.

I have read and understood the above conditions and quote my rates as above.

Date:

Name:

Place: