

## NATIONAL HOUSING BANK

Head Office: Core 5-A, 5th Floor, India Habitat Centre, Lodhi Rd. New Delhi 110 003  
Regional Office: Bombay Life Bldg. 3rd Floor, 45, Veer Nariman Road, Fort, Mumbai 400023

### TENDER DOCUMENT

FOR

### DEMOLITION OF BUILDING

**On Road No.13 (Near Bldg. No.84 - Surya-Kirti)  
TILAK NAGAR - CHEMBUR**

### TENDER NOTICE

#### RULES, TERMS/CONDITIONS OF CONTRACT AND BID OFFER

#### NOTICE INVITING TENDER FOR DEMOLITION WORK

Sealed Tenders are invited for the **Demolition** of the existing 610 Sq.Mtr-Plinth Area Stilt+2 upper floors Bank's Staff Quarters building, comprising of 8 Duplex Flats, each flat having Carpet Area: 51.20Sq.Mtr - 551.11 Sq.ft situated on **Road No.13 (Near Bldg. No.84 - Surya-Kirti) TILAK NAGAR - CHEMBUR**, disposing of debris/unserviceable material and giving 'credit' to the Bank for serviceable materials of the building.

The Contractors, with minimum 3 years' experience in this field and have undertaken at least one similar work during last 2 years, may collect the prescribed tender document in person from the Bank's aforementioned Mumbai Office address from **03/10/2016 to 07/10/2016** during office hours - **10 am to 6 pm** (Monday thru Friday). The documents can also be down loaded from Bank's website **www.nhb.org.in**

The filled in tender documents along with the **Earnest Money Deposit, certificate to prove contractor's experience and eligibility** should be submitted to the 'The Deputy General Manager, National Housing Bank - Mumbai Regional Office, Bombay Life Bldg. 3rd Floor, 45, Veer Nariman Road Fort Mumbai 400 001' before **3.00 P. M. on Monday 17/10/2016**. The tenders will be opened same day on **17/10/2016 at 3.30 P. M.**

The Bank reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and/or may re-issue the tender

**ISSUING AUTHORITY  
NATIONAL HOUSING BANK**

**GENERAL RULES, TERMS AND CONDITIONS OF CONTRACT**

1. Tenders are invited in 'sealed' covers from the experienced building Demolition contractors for the Demolition of the Bank's existing residential Staff Quarters building situated on **Road No.13 (Near Bldg. No.84 - Surya-Kirti) TILAK NAGAR - CHEMBUR**, disposing of unserviceable materials and giving 'credit' to the Bank for appropriately accounted serviceable materials of the building.

2. The existing 8-Duplex Flats building is about 22 years old and consists of **Stilt + 2 upper floors, each Duplex flat is of 51.20 Sq>Mtr area of , RCC and masonry structure**. The area mentioned above is approximate and only indicative. Copy of Blue Print of duplex flats is available in the Bank's Mumbai Office for verification. **The interested parties can inspect the building from Monday 3<sup>rd</sup> October, 2016.**

3. The successful contractor shall demolish the entire structure of the building up to and including terrace, over head water tanks, excepting the outer compound walls and underground water storage tank situated nearby and Pump House, dispose of the debris & other unserviceable material, transporting the same to the BMC provided/designated dumping ground, with due permissions from the concerned local authorities, at their own cost. After accounting for the cost of demolition, disposal of debris & unserviceable materials as above, the renderers shall quote the maximum amount that can be offered to the Bank for the serviceable materials.

4. The entire work is to be completed in all respects **within 30 days** from the date of handing over the possession of the building. The work shall be commenced within a week from the date the bid acceptance letter is issued by the Bank or the date of handing over of site whichever is later. The time is the essence of this contract and shall be strictly observed by the successful contractor.

5. The building is located in MHADA's Tilak Nagar complex. The intending tenderer shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirement of the demolition works, facilities for transport, nature of labour required, access and storage for materials and removal of wastes. The tenderer should quote taking into account all the site conditions including traffic restrictions for transport etc., for proper execution of the work. The successful Contractor will not be entitled to any claim of/and compensation for difficulties faced or losses incurred, damages suffered on account of any site conditions or otherwise.

6. The tenderer should quote in figures as well as in words the amount tendered by them. When the contractor signs the tender in an Indian language, the tendered amount should also be written in the same language. In Case of illiterate contractors, the amount tendered should be attested by a witness.

7. Earnest money **amount, which shall not carry interest, of Rs.50,000/- (Rupees Fifty Thousand only) in the form of a Demand Draft drawn in favour of NATIONAL HOUSING BANK, Mumbai,** must accompany each tender to be submitted in a sealed cover super-scribed:

**"Tender for demolition work at National Housing Bank's Staff Quarters building situated on Road No.13, Tilak Nagar, Chembur"**. The tenders not accompanied by the EMD amount will be summarily rejected.

8. The contractor whose tender offer is accepted by the Bank will be required to deposit, within a week from the date of acceptance of bid, an amount equal to **1.5 times the quoted amount, inclusive of earnest money**, as total security deposit for the due fulfillment of his contract and obligation and sign an agreement for execution of the aforesaid works and shall also pay for all stamps duty and legal expenses, incidental thereto. As an alternative to the security Deposit, as mentioned above, the successful contractor may furnish a Bank guarantee for the above amount for due performance of the contract from a Scheduled Commercial/Nationalised Bank, valid for the contract period and as per the format approved by the Bank.

9. The Earnest money amount deposited by the contractor whose tender offer is accepted shall be forfeited in full in case the Contractor does not remit the security deposit within the stipulated period and/or start the work by stipulated date mentioned in the award/acceptance letter issued by the Bank.

10. The acceptance of the bid/offer tendered will rest with the National Housing Bank which does not bind itself to accept the highest tender and reserves to itself and the authority to reject any or all the tenders without assigning any reason. The tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. Canvassing in connection with tenders is strictly prohibited. Tenders submitted by the contractors who resort to canvassing are liable for rejection.

11. 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, Bombay Municipal Corporation, Utility Services Providers, like Reliance Infrastructure, Water supply and sewerage lines, MTNL, etc, including cordoning off the property from neighboring properties with proper arrangement like zinc sheet, nylon net barricading entire structure to avoid dust, noise to the occupants of the neighboring buildings etc. The Contractor will be responsible for obtaining requisite permissions needed for execution of demolition.

12. 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.

13. Tenderers may consider, at their own discretion, demolition work either by conventional method or by 'contrived' explosion method (artificial, restricted and controlled) by obtaining due permissions from the concerned authority.

14. Before commencing actual demolition of the building, the contractor shall ensure proper dis-connection of Electrical power to the building and water supply and sanitary connection to the building.

15. The successful contractor shall take due precautions and ensure safety requirements laid down by the local authority and/or National Building Code. The contractor shall be responsible and shall indemnify the Bank for against injury/damages/loss/death to the workmen, to persons, animals, things, or any other damage to the surrounding properties which may arise from the operations, carelessness, accident or neglect of himself or for any of his workmen/representatives.

A comprehensive Insurance cover for the workers deployed by the Contractors for the job shall be obtained by the Contractor at his own cost.

16. 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/person. In the event of any such claims, it will be the sole responsibility and liability of the contractor. The indemnity bond format is enclosed to this document.

17. The contractor shall comply with the provisions of all labour legislations and shall keep the Bank saved harmless and indemnified against any claims arising on this account.

18. The interest-free Security deposit will be returned to the contractor after adjusting the credit amount quoted for the serviceable material only after all the demolition work is completed and all the debris/unserviceable materials are cleared from the site and transported to BMC designated site to the satisfaction of the Bank within the stipulated period. If the work is not completed in all respects within the time schedule mentioned, the bank will forfeit the security deposit and terminate the contract.

19. All taxes (including sales tax or any other tax ) like work contract tax, turn-over-tax, levies, etc, in respect of this contract shall be borne and payable by the tenderer and the Bank will not entertain any claim whatsoever in this respect.

20. The contractor shall give the list of his relatives working with the Bank along with their designations and address. No employee of the Bank is allowed to work as a contractor for period of two years from his retirement from Bank service without previous permission from the Bank

21. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be an employee of the Bank as aforesaid.

22.. The tender for works shall remain open for acceptance for a **period of 60 days** from the date of opening of tenders. If any tenderer withdraws his tender offer before the said period, then the Bank shall be at the liberty to forfeit Earnest Money deposited along with the tender document. Please note that no interest shall be payable on Earnest Money.

23. The tender document consists of Notice inviting tender, general rules, terms and conditions of contract and tender offer. All these components form part of the tender. It is obligatory on the part of the tenderer to tender and sign for all the component parts.

24. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender shall liable to summarily rejection.

25. After successful completion of the demolition of entire building and fully clearing off the debris from site including removing of the RCC columns, etc., the Bank shall refund to the successful contractor the security deposit in excess of the quoted amount.

26. The completion certificate shall be as issued by Bank's Officer/Representative in-charge of the Demolition Assignment. The decision of the Bank shall be final in this regard. In case the contractor fails to complete the demolition works and clear the debris in time, in such an event Bank shall forfeit the security deposit and shall get the incomplete and unfinished work done through some other agency at the cost of the contractor. Any expenditure incurred by the Bank in undertaking the incompleteness works shall be borne by the failed Contractor.

27. In the event of any dispute arising between the Bank and the contractor which cannot be settled mutually, the same shall be resolved under the Arbitration Act in force by means of appointing a sole arbitrator appointed by the Competent Authority of the Bank. The decision of the arbitrator shall be final and binding on both the parties.

28. For any clarification/site inspection, the following may be contacted:

**NATIONAL HOUSING BANK,  
Mumbai Regional Office,  
Bombay Life Building - 3rd Floor  
45, Veer Nariman Road  
Fort MUMBAI 400 001**

**Signature of the competent authority  
National Housing Bank**

**Signature of the contractor with seal**

**BID OFFER**

TO

National Housing Bank  
3<sup>rd</sup> Floor, Bombay Life Building  
45 V N Road  
Fort  
Mumbai-400 001

**SUB: OFFER FOR THE DEMOLITION OF NATIONAL HOUSING BANK'S DUPLEX  
FLATS STAFF QUARTERS BUILDING at  
TILAK NAGAR - CHEMBUR - MUMBAI**

I/We have read the notice inviting offer, general rules, Terms & Conditions of Contract.

I/We am/are fully qualified and experienced entity to execute the subject work and have understood the scope and nature of work, terms and conditions. Accordingly we are offering Rs. \_\_\_\_\_ (in figures) (Rupees \_\_\_\_\_) for the serviceable materials after accounting for the cost of demolition and disposing of the debris and other unserviceable materials at the dumping ground designated by BMC.

I/We also agree that 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. I am also agreeable to the condition that in case of my inability/not completing the demolition work to the satisfaction of 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.

I/We fully understand that the Bank has the right to reject any or all the tenders without assigning any reasons whatsoever.

PLACE ::

DATE ::

SIGNATURE OF THE TENDERER  
WITH COMPLETE ADDRESS  
AND TELEPHONE NUMBERS  
WITH S E A L

Witnesses:

**CONTRACT AGREEMENT FORMAT**

(DEMOLITION OF NATIONAL HOUSING BANK'S EXISTING DUPLEX FLATS  
**STAFF QUARTERS BUILDING at  
TILAK NAGAR - CHEMBUR - MUMBAI**

This agreement made on this \_\_\_\_\_ day of the month of \_\_\_\_ in the year( two thousand sixteen) **2016** BETWEEN, **National Housing Bank** a Bank established under 'The National Housing Bank Act 1987' , having its Head Office at Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110 003 and Regional Office at 3<sup>rd</sup> Floor, Bombay Life Building, 45 V N Road, Fort Mumbai-400 001 represented by The Deputy General Manager, Mumbai, its duly constituted attorney (hereinafter referred to as the Bank) of the ONE PART;

AND

M/s. \_\_\_\_\_ duly represented by one of its Proprietors/Partners \_\_\_\_\_, aged \_\_\_\_\_ years, S/o Sri \_\_\_\_\_, residing at \_\_\_\_\_ and \_\_\_\_\_ having their office at \_\_\_\_\_ (hereinafter called the Contractor) of the other part.

WHEREAS THE Bank is desirous of carrying out the Demolition of its existing Duplex Flats Staff Quarters building at Tilak Nagar, Chembur, Mumbai and has accepted the tender opened on \_\_\_\_\_2016 submitted by the contractor & the contractor has agreed to perform and offer service as set out and subject to the terms & conditions set forth in the said documents mentioned herein under.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement, the words and the 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) The Tender Document comprising Tender Notice, instruction to tenderers, General Conditions of the Contract, Appendices, bid offer.

- c) Corrigendum to tender document if any.
  
- d) Letter from contractor dated \_\_\_\_\_ in response to the negotiation meeting discussions held on \_\_\_\_\_
  
- e) Tender Offer Acceptance Letter of issued by the Bank to contractor - letter No. \_\_\_\_\_ Dated \_\_\_\_\_.
  
- g) Letters, if any, from and to the Contractor, leading to and prior to acceptance letter.

3. In consideration of the payments to be made by the Bank to the Contractor, the Contractor hereby covenants and agrees with the Bank to Demolish entire structure, and perform the works in conformity and in all respects and subject to all terms and conditions/ rules as mentioned in the aforesaid documents which shall form part of this agreement.

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

For & on behalf of the  
Contractor with seal

For & on behalf of the  
National Housing Bank with seal

## INDEMNITY BOND FORMAT

(DEMOLITION OF NATIONAL HOUSING BANK'S EXISTING DUPLEX FLATS  
STAFF QUARTERS BUILDING AT TILAAK NAGAR, CHEMBUR, MUMBAI

This DEED OF INDEMNITY BOND is made on this \_\_\_\_\_ day of \_\_\_\_\_ month of year two thousand sixteen (**2016**) by M/s \_\_\_\_\_ duly represented by proprietor / one of its partners Sri \_\_\_\_\_, aged \_\_\_\_\_ years, son of Sri \_\_\_\_\_, residing at \_\_\_\_\_.

Whereas I am the authorized partner of M/s \_\_\_\_\_, and whereas in response to the news paper advertisement, I had applied for the tender for the work of demolition of National Housing Bank's existing DUPLEX FLATS Staff Quarters Building at Tilak Nagar, Chembur, MUMBAI AND

Whereas my/our company has, through competitive tendering, succeeded in securing the subject work of Demolition of National Housing Bank's DUPLEX FLATS Staff Quarters Building at Tilak Nagar, Chembur, MUMBAI and consequently the work having been awarded in my/our favour by National Housing Bank, Mumbai Regional Office

And whereas for undertaking the Demolition work, my company has entered into contract agreement on \_\_\_\_\_.

Now this Deed of Indemnity Witnessed that in pursuance of the aforesaid contract agreement **dated**\_\_\_\_\_ and in consideration of National Housing Bank having agreed to make payments based on the works completed by my company in respect of **Demolition of National Housing Bank's existing Duplex Fats Staff Quarters Building at Tilak Nagar, Chembur, MUMBAI** , as referred to above, **I hereby undertake to indemnify and keep harmless and indemnified the National Housing Bank from any damages, loss, prosecution, other legal suits and claims arising out of any mishaps, negligence, occurring at the site due to faulty work, faulty demolition method and for violating rules and regulations for which I shall be solely responsible and liable.**

Signature of Contractor  
With seal