# Part 2 of 2

# **TENDER DOCUMENT**

**FOR** 

# DISMANTLING / DEMOLITION OF EXISTING "C" BLOCK BUILDING OF SALWAN PUBLIC SCHOOL, RAJENDRA NAGAR, NEW DELHI - 60

Salwan Public School, Old Rajendra Nagar, New Delhi – 110 060

Part 2 of 2

Pages: (13 - 35) in respect of Part 2 of 2

Signature of representative of SPS RN with date

# 1(REVISED)

#### **INDEX**

| Ser<br>No. |              | Description  | Page No |
|------------|--------------|--|---------|
| 1.         |              | Index and Disclaimer   | 1       |
| 2.         | Section–I    | Notice Inviting Tender   | 2       |
| 3.         | Section-II   | Salient Features   | 3       |
| 4.         | Section-III  | Instruction to Bidders   | 4-12    |
| 5.         | Section–IV   | General Conditions of Contract   | 13-22   |
| 6.         | Section-V    | Schedule & Items of Work : Financial Bid Page                                      | 23-24   |
| 7.         | Section-VI   | Draft of : Article of Agreement / Contract   | 25-34   |
| 8.         | Section- VII | List of construction materials expected to be obtained on dismantling / demolition | 35      |

#### **DISCLAIMER**

The information contained in this Tender Document or subsequently provided to Bidder (s) or applicants whether verbally or in documentary form by or on behalf of Salwan Public School, Rajendra Nagar (hereinafter referred to as "SPS RN") or by any of its employees or advisors, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided. The purpose of this Tender document is to provide the Bidder (s) with information to assist the formulation of their proposals. This Tender Document does not purport to contain all the information each bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the SPS RN, its authorised employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this Tender document. Each bidder to conduct its own site visit, investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and where necessary obtain independent advice from appropriate sources. Bidders will be shown the site, the existing "C" Block building of Salwan Public School, Rajendra Nagar, "AS ON WHEREON BASIS" so that they can appreciate the quantum of work. SPS RN or its authorised employees and advisors make no representation or warranty and shall incur no liability under any law, statue, rules or regulations as to the accuracy, reliability or completeness of the Tender document.



#### SECTION: IV

# **GENERAL CONDITIONS OF CONTRACT**

- 1. Salwan Public School, Rajendra Nagar (SPS RN) as part of its constant endeavour for improvement, for safety of its students as well as its staff and to develop its campus is undertaking dismantling and demolition of the old existing school buildings. One of the school building i.e. "C" block constructed on North Eastern side of the school on a plinth of approximately 435.84 square meters (4691.35 sq ft) is now taken up for dismantling and demolishing.
- 2. The existing "C" Block building of Salwan Public School, Rajendra Nagar, New Delhi -60, is a combination of RCC columns (old & new), load bearing brick masonry columns (old and new), load bearing brick masonry walls, RCC Beams, RBC / RCC slabs constructed as fully or partly load bearing structure, as class rooms and related educational facilities, consists of the following:-
- 2.1 Building in the configuration of ground + first + second floor and terrace constructed on plinth area of approximately 435.84 sq meters. Constructed educational facilities on each floor consists of classrooms, toilets, corridor / front balcony, staircase, class rooms with flush doors with iron door frames (chowkhats), aluminium / steel windows, mild steel iron railing, CI pipe for drainage, GI pipe for plumbing, PVC water storage tank and other construction material.
- 2.2 Built up area on each floor measuring around 4691.35 sq ft.
- 2.2 Building is offered for demolition / demolition on "AS ON WHEREON BASIS".
- 3. **SCOPE OF WORK.** The contractor shall dismantle, demolish the complete building including the footings / foundations for columns & load bearing walls, plinth protection, flooring in and around the building including RCC / RBC slabs, beams, columns, brick masonry walls, doors, windows, ventilators and all other items excluding the outer compound wall on Northern and Eastern side upto height of 2.5 meters, and a portion of staircase and pillars (Columns) as required for safety of adjoining Block "B", as per the directions of the SPS RN, dispose the malba / debris & other dismantled / demolished material on dumping yard / sites approved by local Govt authorities and as per the norms / rules and regulations of Govt of NCT, Delhi / National Green Tribunal (NGT), at his own cost and give credit to Salwan Public School, Rajendra Nagar for the useful material recovered from the building.
- 3.1 Broadly the scope of work encompasses the following:-
- 3.1.1 To dismantle, demolish the complete building including the footings / foundations for all types of columns & load bearing walls, plinth protection, flooring in and around the building.
- 3.1.2 To demolish all structural and other elements in this building which includes RCC / brick masonry columns, masonry walls, parapet, load bearing masonry walls, RCC / RBC slabs, RCC / RBC beams, staircase, doors, windows, ventilators and all other items.
- 3.1.3 To dismantle, demolish and remove any and all type of railing of staircases.

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- 3.1.4 To dismantle, demolish and remove any and all type of existing barricading including its supporting structure / posts, Galvalume Sheets which are currently being used as barricading by School Authorities (each sheet length 6 m; width 1.03 m, approximately 51 in numbers. The blue galvulume sheets (metro sheets) of length 6 meters installed by school authorities, as barricading of "C" block on Southern side, are recommended to be dismantled and removed as the last phase of the work.
- 3.1.5 To dismantle and remove some construction material lying at site consisting of the following items, forming part of the bidding (scope):-

| Ser<br>No | ltem  | Accounting unit | Quantity |
|-----------|---|-----------------|----------|
| (i)       | Reinfocement Steel size dia 25 mm (each bar length 12 m = 14 Nos) | Kgs             | 646.0    |
| (ii)      | Reinfocement Steel size dia 20 mm (each bar length 12 m = 15 Nos) | Kgs             | 444.0    |
| (iii)     | Reinfocement Steel size dia 16 mm (each bar 12 m long = 41 Nos)   | Kgs             | 777.0    |
|           | Total reinforcement lying at site (unused)                        | Kgs             | 1867.00  |

#### \*Note:-

- (aa) The above mentioned quantities of items are mere indicative / approximate.
- (ab) Bidder shall make his own assessment / judgment of quantities, condition of the material for quoting purposes in the bid document and to undertake the work.
- 3.1.6 To undertake all steps and measures necessary for safety of the students, staff, passerby and nearby / adjacent buildings.
- 3.1.7 To undertake the demolition and the dismantling process by adhering to Govt guidelines for pollution, safety and for safe disposal of malba / construction & demolition waste at Govt approved disposal sites.
- 3.2 The scope of work **excludes** the following construction material / formwork / shuttering material lying at site / used at site, **does not** (does not) form part of the bidding (scope) and shall be returned by the contractor to the school authorities duly counted & stacked:-

| Ser<br>No | Item                    | Accounting unit | Quantity |
|-----------|-------------------------|-----------------|----------|
| (i)       | Scaffolding Post – Prop | Nos             | 712      |
| (ii)      | Channels – Formwork     | Nos             | 14       |

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| (iii) | Steel plates size 2 ft x 2 ft for casting of RCC slab            | Nos | 61      |
|-------|--|-----|---------|
| (iv)  | Reinfocement Steel size dia 10 mm (each bar 12 m long = 144 Nos) | Kgs | 1066.18 |
| (v)   | Reinfocement Steel size dia 16 mm (each bar 12 m long = 04 Nos)  | Kgs | 75.84   |

#### Note:

- (aa) The quantities enumerated above are approximate and may increase during the dismantling process.
- (ab) Any shuttering material of iron does not form part of the scope and the bidding process and shall not (NOT) be allowed to be taken out from the school premises.
- (ac) Form work of any kind, shuttering plates, props, which are used in the building as formwork for construction purposes, do not form part of this tender and these items shall be handed over to the school authorities by the successful bidder, properly stacked and counted.
- (ad) The dismantling / demolition / removal of installed water pumps, main electric lines, PNG pipe line and any related infrastructure is not part of the work.
- 3.2.1 The outer building wall including RCC or Brick columns upto 2.5 meter height on Northern and Eastern side of the building, its footing and foundations, are excluded from the scope of the work. This wall upto 2.5 meter height, shall be left on ground as such, un-damaged, so as to serve as boundary wall of the plot.
- 3.2.2 The contractor must ensure that the property / buildings in the neighbouring blocks i.e. "B" and "D" blocks do not get damaged during dismantling / demolition. In order to ensure safety of the neighbouring block, at least ten (10) feet of wall upto top most point meeting the neighbouring blocks in both directions (horizontal as well perpendicular) must be left as such.
- 3.3 The building and the materials mentioned above in paragraph 3.1 and 3.2 above are approximate and mere indicative. The "C" block building and the materials offered are on "AS ON WHEREON BASIS". The interested applicants / bidders can inspect the building and materials for gathering necessary information before submission of the bids.
- 4. The successful Bidder / Tenderer, before entering into contract, shall deposit, Rs 7.5 lakh, as Security Deposit in the form of RTGS / NEFT / Demand Draft of any scheduled bank for the due fulfilment of his contract and signing an agreement for execution of the aforesaid works. Successful bidder shall also pay for all stamps and legal expenses, incidental thereto. The Security Deposit shall be refunded, without interest, if due, within 45 days after completion of work. If the work is not progressed with due diligence and progress is not shown by the contractor, SPS RN shall forfeit the Security Deposit and terminate the contract.

5. The work shall commence within a week from the date of signing of Agreement or handing over of site whichever is later.

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- 6. The work shall be completed in all respect **within 90 days** from the date of handing over the site. The time is the essence of the contract and shall be strictly observed by the Contractor.
- 7. The Contractor shall 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 shall be responsible for all types of accident, compensation / claims and taxes / charges / challans which may arise in respect of this contract.
- 8. 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 / Penalty, Indemnity and such other applicable terms of this tender.
- 9. The bidder shall complete the dismantling of the building and clean the site as instructed by the SPS RN. The Security deposit will be refunded to the Contractor after adjusting the amount quoted for the serviceable material only after all the demolition work is completed in all respect and all the debris / demolition waste / malba of building above ground and footings / foundations is cleared from the site to the satisfaction of the SPS RN within the stipulated period.
- 10. All types of taxes including G.S.T. or any other tax like work contract tax, turn-over-tax, challans, toll etc in respect of this contract shall be payable by the bidder / contractor. SPS RN will not entertain any claim whatsoever in this respect.
- 11. **PAYMENT TERMS.** After successful completion of the demolition of entire building and fully clearing off the debris from site including removing of the foundation-RCC column footings etc., the SPS RN agrees to refund to the successful Contractor the security deposit in excess of the quoted amount without any interest. The completion certificate shall be certified by the authorised representative of SPS RN. The decision of the SPS RN shall be final in this regard.
- 12. <u>LIQUIDATED DAMAGES</u>. If the Contractor fails to complete the work within the completion period as stipulated in the bid documents, the penalty @ of Rs. 20,000/- per day shall be paid by the Contractor upto the maximum limit of 50% of the Security Deposit, as a Liquidated damages without prejudice to any other rights of the Salwan Public School, RN. Any expenditure incurred by SPS RN in undertaking completion of the incomplete works shall be borne by the Contractor.
- 13. **COMPENSATION.** Without prejudice to the foregoing, the Contractor shall be accountable and responsible to compensate and pay damages to SPS RN for any loss / damage / claim/ liability, whatsoever, caused either directly or indirectly by the Contractor, its staff or agents which may arise either out of negligence, fraud, misrepresentation, misconduct or material breach of this contract / tender.
- 14. <u>SAFETY REGULATIONS</u>. 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 Delhi Govt Act / Rules on the subject of safety, MCD, Labour Safety Regulations, rules, Labours Act, CPWD, Indian Standards Institution, the Electricity Act, and orders made there under and such other acts as applicable.

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- 14.1 <u>Safety Code</u>. The Contractor shall at his own expense arrange for the safety provisions as mandated by law / Delhi Govt guidelines / Central Govt guidelines / The Occupational Safety, Health and Working Conditions Code, 2020 in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith.
- 14.2 The Contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State laws or any regulation or byelaws of any local authority relating to the Works. He shall before making any variation from the contract, necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instructions thereon.

# 14.3 Mandatory Safety Practices.

- 14.3.1 Suitable scaffolds shall be provided for-workmen for all work that cannot safely be done from the ground or from solid construction. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder) and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
- 14.3.2 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.
- 14.3.3 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, as described in (ii) above.
- 14.3.4 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.
- 14.3.5 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 3.0 meters in length, width between side rails in a rung ladder shall not be less than 30 cm for ladders up to and including 3 meters in length. Uniform step spacing shall not exceed 30 cm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on the site shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
- 14.3.6 <u>Excavation and Trenching</u>. All trenches, 1.5 meters or more in depth, shall at any times be supplied with at least one ladder for each 20 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground. Sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed

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within 1.5 meters of edge of trench or half of depth of trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

- 14.3.7 <u>Demolition</u>. Before any demolition work is commenced and also during the process of the work following must be followed by the Contractor:-
- 14.3.7.1 Demolition using explosives is not permitted.
- 14.3.7.2 Safe, sturdy and suitable barricading of site as per law, Delhi Govt. Guidelines, Rules/Regulations, MCD Guidelines, Police restrictions, Pollution and Control Board's regulations and as applicable for safety / protections will be ensured by the Contractor.
- 14.3.7.3 All roads and open areas adjacent to the work site shall be suitably protected from fall of debris etc and any risk. The Contractor shall provide all necessary barricading / fencing, guards/staff, safety and warning signs and lights to protect public from accidents due to this disamantling and demolishing activity.
- 14.3.7.4 All practical steps shall be taken to prevent danger to persons employed from any risk like fire, falling debris. No floor, roof, or other part of a building shall be so overloaded with debris or materials, as to render it unsafe.
- 14.3.7.5 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.
- 14.3.7.6 Contractor shall be responsible for safety, security of site and for the stacked/retrieved material.
- All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be made available by the contractor for use of persons employed on the Site and maintained in a condition suitable for immediate use and the Constructor 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. Those engaged in handling any materials which is injurious to eyes shall be provided with protective goggles. Those engaged in welding works shall be provided with welder's protective eye-shields. Stone / RCC breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals. When workers are employed in sewers and manholes, which are in use, Contractor shall ensure that manhole covers are pane and manholes and ventilated at least for three hours before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable raining and provided with warning signals or boards to prevent accident to public. The Contractor shall not employ men below the age of 18 and women on any type of work.
- 14.3.7.8 Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:-
  - (a) 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.

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- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- 14.3.7.9 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 energised, 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.
- 14.3.7.10 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.
- 14.3.7.11 These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
- 14.3.7.12 To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open to inspection by the Engineer-in-Charge or his representative and the Inspecting Officers as defined in the Labour Laws / Regulations.
- 14.3.7.13 Notwithstanding the above conditions (i) to (xiii) above, the contractor is not exempted from the operation of any other Act or Rule in force.
- 14.3.7.14 <u>Labour Welfare</u>. The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare rules framed by Government from time to time for the protection of health and for making sanitary arrangement for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the "Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

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- 14.3.7.15 The Contractor shall follow / observe / obey the provisions of all local Bye-laws or safety measures / acts, Govt guidelines relating to the demolition work and to the regulations etc. of the Government and Local Authorities, MCD, police including cordoning off the property from neighbouring properties with proper arrangement like sheet barricading for safety and to avoid dust, noise to the occupants of the neighbouring buildings etc.
- 14.3.7.16 The contractor must ensure that the property / buildings in the neighbourhood do not get damaged during dismantling / demolition. In order to ensure safety of the neighbouring blocks i.e. "B" and "D" blocks, on both sides of the building proposed to be demolished, at least ten feet of wall upto top most point meeting the neighbouring blocks in both directions (horizontal as well perpendicular) must be left as such.
- 14.3.7.17 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.
- 14.3.7.18 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 SPS RN 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 SPS Rajendra Nagar incurring all expenses and consequences of such loss / damages and legal cost.
- 14.3.7.19 The Contractor shall provide all necessary barricading / fencing, guards/staff, safety and warning signs and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

# 15. COMPLIANCE TO BUILDING BYE-LAWS.

- 15.1 The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and payment of all fees and other charges, giving and receiving of all necessary notices and keeping the Engineer-in-Charge informed of the said compliance with the bye-laws, payments made, notices issued and received. The Contractor shall indemnify SPS Rajendra Nagar against all claims in respect of royalties, patent rights, design trademarks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.
- 15.2 The work of water supply, internal sanitary installations and drainage work etc., shall be carried out as per local Municipal Corporation or such local body Bye Laws.

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- 15.3 The Contractor shall comply with proper and legal orders, directions of the local or public authority or MCD or Police authorities and abide by their rules/regulations/traffic regulations and pay all fees and charges which he may be liable.
- 15.4 The contractor should liaise with local authorities to ascertain the underground cables, pipes, ducts etc., if any, in the areas of construction site and furnish to the Engineer-in-Charge the information and precautions that are being taken to avoid damages.
- 15.5 The work shall be carried out without infringing on any of the local Municipal / Corporation Bye –Laws or causing any traffic violations / inconveniences.

#### 16. **CONSTRUCTION SITE SEGREGATION / DEMARCATION.**

- 16.1 Before starting the dismantling / demolition / construction activity at site, the Contractor shall erect enclosure / barricade upto complete height of the building (from the road level) all around the plot leaving one entrance and exit with gates. The barricading should be cover the height of the building as prevention measure to stop dust, smoke and debris etc. The barricading shall 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 enclosure / barricading except that of the project. The cost for the erection of barricading / enclosure and its maintenance until completion of the project shall be in the scope of Bidder. The barricading so erected will also be dismantled, removed by the contractor and site cleared after demolition / dismantling.
- 16.2 The Contractor shall provide all necessary barricading / fencing, guards/staff, safety and warning signs and lights to protect public from accidents.

# 17. **CONFLICT RESOLUTION.**

- 17.1 <u>Arbitration</u>. In case of any dispute or difference arising in relation to meaning or interpretation of the agreement, the authorised official of the SPS RN and the Contractor will address the disputes / differences for mutual resolution and failing which the matter shall be referred to the Sole Arbitrator appointed mutually by both the Parties. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The decision / award of the arbitrator shall be final and binding.
- 17.2 <u>Jurisdiction</u>. All disputes arising out of this agreement are subject to the jurisdiction of Courts in Delhi/New Delhi.
- 18. **FORCE MAJEURE.** Time shall be the essence of the contract in this regard subject however to 'Force Majeure' For purpose of this clause, 'Force Majeure' means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to major changes in the present building rules, act of God, earthquakes, tempest and flood, pandemic, epidemic If a Force Majeure situation arises, the Contractor shall promptly notify the SPS RN in writing of such conditions and the cause thereof. Unless otherwise directed by the SPS RN in writing, the Contractor shall continue to perform its obligations

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under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

- 19. The tender document consists of Disclaimer, Notice Inviting Tender, Salient Features, Instruction to Bidders, General Conditions of Contract, Schedule & Items of Work Financial Bid page, Article of Agreement and tender offer. All these components form part of the tender. It is obligatory on the part of the Bidder to sign all the component parts / pages.
- 20. For any clarification on technical issue, the School Engineer of SPS RN (9491534140) may be contacted during school hours.

Director

Salwan Public School Rajendra Nagar, New Delhi – 110 060

File No: SPSRN / 517 / 2025

18 August 2025

Name & Address of the firm with stamp

Signature of the Owner/Proprietor/Authorised Signatory with date

Roperforder

Signature of representative of SPS RN with date

# **SECTION V: SCHEDULE & ITEM OF WORK**

LUMP SUM AMOUNT TO BE QUOTED BY BIDDER FOR DISMANTLING / DEMOLITION OF "C" BLOCK
BUILDING OF SALWAN PUBLIC SCHOOL, RAJENDRA NAGAR, DELHI 110 060, CONSISTING OF
GROUND, FIRST AND SECOND FLOORS INCLUDING CLEARANCE OF SITE AND GIVING CREDIT OF
DISMANTLED MATERIAL TO SALWAN PUBLIC SCHOOL

| Ser.<br>No. | Description of Job / Brief Specifications  | A/U | Quan<br>tity | Amount (Rs) offered to<br>SPS RN as credit of<br>dismantled /<br>demolished material |
|-------------|--|-----|--------------|--|
| 1.          | Dismantling / demolition of existing "C" Block Building of Salwan Public School, Rajendra Nagar, New Delhi — 60, including footings / foundations, constructed within campus on North Eastern side of the school, on plinth of size 435.84 sqm, in configuration of Ground, First and Second Floor, area of constructed building on each floor approximately 4692 sqft, constructed in Reinforced Cement Concrete (RCC) columns, brick columns, RCC Beams, RCC / RBC slab and load bearing brick walls, each floor consisting of class rooms, toilets, corridor / balcony, staircase, chowkhats, flush doors, windows, railing, CI pipe for drainage, GI pipe for plumbing, water storage tank, cub boards, dismantling of old used barricading of metro sheets, 100 mm square MS pipe, and also dismantling / removal / sale of old existing reinforcement steel as specified, lying in the premises of the "C" block, levelling of ground, removal / disposal of demolition waste / malba to Govt approved sites and giving credit of dismantled / demolished specified material to Salwan Public School, Rajendra Nagar with precondition that Building and all material / site offered on "AS ON WHEREON BASIS"  Total quoted amount in Words (Rupees) | Job | 01           |  |
|             |  |     |              |  |

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| GST (18%) (Rs)<br>(To be paid by Contractor)   |  |
|--|--|
| Total amount (credit) offered to Salwan Public School, Rajendra Nagar in Figures (Rs) and in words (Rs) including GST. |  |

#### Notes to Schedule:-

- 1. Building and construction material offered is on "AS ON WHEREON BASIS".
- 2. The quantities of construction material items i.e. reinforcement steel as enumerated in paragraph 3.1 of the Conditions of Contract of Section IV are mere indicative / approximate. Bidder shall make his own assessment / judgment of quantities, condition of the material for quoting purposes in the bid document and to undertake the work.
- 3. The construction material / formwork / shuttering material lying at site / used at site, as enumerated in paragraph 3.2 of the Conditions of Contract of Section IV, **does not** (does not) form part of the bidding (scope) and shall be returned by the contractor to the school authorities duly counted and stacked.
- 4. Any shuttering material of iron will not (NOT) be allowed to be taken out from the school premises and does not form part of the scope and the bidding process. Form work of any kind, shuttering plates, props, which are used in the building for construction purposes are not part of this tender and these items shall be handed over to the school authorities by the successful bidder, properly stacked and counted.
- 5. The dismantling / demolition / removal of installed water pumps, main electric line, PNG pipe line and any related infrastructure does not form part of the Scope of Work.
- 6. Incase, the bidder estimate that the bidder can not offer any credit amount to Salwan Public School, Rajendra Nagar for the useful material recovered after dismantling the site and accounting for the amount of useful material retrieved, and instead the bidder intends to charge Salwan Public School, Rajendra Nagar for the services rendered for demolishing, after accounting for the amount of useful material, in that case, bidder should endorse negative sign and write negative (-) before the quoted amount and also (-) before the GST amount. This will tantamount to that SPS RN will offer the amount to the bidder and SPS RN shall pay GST to the bidder for the services rendered. In any case, the tender will be decided on the basis of most favourable offer to the Salwan Public School, Rajendra Nagar.

Signature of representative of SPS RN with date

# SECTION- VI ARTICLE OF AGREEMENT

(Demolition of existing "C" Block building of Salwan Public School, at Rajendra Nagar, New Delhi – 110 060)

THIS AGREEMENT is made at New Delhi on \_\_\_\_\_ August 2025

# **BETWEEN**

A. Salwan Public School, Rajendra Nagar, New Delhi – 110 060 acting through its authorised signatory The Director (hereinafter referred to as the "Owner" or "SPS RN", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the "FIRST PART"

#### AND

**B.** M/s XXXXXX XXXXXXXXXXX, H.No. XX, XXXXX, XXXXX, XXXX, Office XXXXX, XXXXXX Village, New Delhi-XX, GSTIN No XXXXXXXXXXXXXX, having its registered office at XXXXXXXXX Village, Office XXXX, XXXXXXXX Village, New Delhi-XX through its Authorized signatory Mr XXXXXXXX XXXXXXX (hereinafter referred to as "Contractor" which expression shall, unless repugnant to the context or meaning thereof, include its successors and administrators) of the "SECOND PART".

WHEREAS, SPS RN is desirous of dismantling and demolition of the existing "C" Block building of Salwan Public School, at Rajendra Nagar, New Delhi – 110 060. The existing "C" Block building has been constructed on a plinth of 435.84 sq m approximately and in form of three storeys comprising of ground, first and second floor with terrace, each floor having area of 4692 sq ft. The building is located in the premises (North Eastern side) of Salwan Public School, Rajendra Nagar, New Delhi – 110 060. SPS RN in this process would get the "C" block building of Salwan Public School dismantled, disposing of the unserviceable material, get a clear levelled site with 2.5 meter boundary wall through the selected contractor and get credit for the useful / serviceable material retrieved / recovered from the buildings demolished and material retained by Contractor.

AND WHEREAS, the Tender was advertised through newspapers on 14 August 2025 and was made available to desirous bidders on 18 August 2025 for dismantling, demolition & removal of demolition waste / malba, as a result of the

Signature of representative of SPS RN with date

demolishing of the superstructure and sub structure like footings / foundations in respect of "C" block building.

AND WHEAREAS, M/s XXXXX Contractor carried out a survey / assessment of the "C" Block building on XX August 2025, for ascertaining the condition of the building, scope / extent of the work and consequent thereto, submitted his bid.

AND WHEREAS, the bids of all bidders were opened on XX September 2025.

AND WHEREAS, the bid of M/s XXXXX Contractor of Rs XX,XX,XXX/- (Rs XX,XX,0XX.00 plus Rs XX,XXX.00 (GST)) was the highest / lowest and most beneficial to the SPS RN. Consequent thereto, the bid documents were placed before a committee duly constituted by the School authorities for making recommendation on the merits of the bids submitted.

AND WHEREAS, the committee after perusal of the bid documents, recommended the award of the contract to M/s XXXXX Contractor, whose bid is the highest / lowest and who has means to carry out the assignment. Pursuant to recommendations, a Letter of Intent dated XX September 2025 was issued to M/s XXXXX Contractor, who accepted the same unequivocally and agreed to perform the work as set out in the tender and terms & conditions set forth here-in-after:-

# NOW THIS AGREEMENT WITNESSES as follows:

- 1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
- 2. The following documents shall be deemed to form and be read and construed as part and parcel of this agreement viz.,
  - (a) The Tender Document comprising Tender Notice, instruction to Bidders, General Conditions of the Contract, Schedule of Items of Work, Appendices, bid offer and Amendment No 00 dated 00 August 2025 to the tender document.
  - (b) Letter No NIL from the Contractor dated 00 August 2025, in response to the Tender Enquiry.
  - (c) Letter of Intent (LOI) and its acceptance thereof.

# 3. SCOPE OF WORK

Signature of representative of SPS RN with date

- The scope of the work shall be to dismantle / demolition of the (a) existing "C" block building of Salwan Public School, Rajendra Nagar, New Delhi - 110 060, constructed on North Eastern side of plot of SPS Rajendra Nagar, plinth area admeasuring 435.84 sq meters approximately and having a super structure comprising of Ground, First & Second floor with terrace, including demolition / excavation of footings, foundations and any sub structure, excluding portions of building from dismantling / demolition as specified, dismantling / removal / sale of old existing reinforcement steel as specified, lying in the premises of the "C" block, dismantling / removal of existing barricading after demolition of building, disposal of construction / demolition waste / malba to the Govt approved disposal sites and giving due financial credit to SPS RN for useful serviceable materials recovered /retrieved from the "C" block building. The Contractor shall carry out and complete the work under the Contract in every respect, offer a clean site to the Owner. The work shall include the supply of all labour, equipment, machinery, tools, transportation, scaffolding, safety equipment, provision of water and electricity for dismantling / demolition etc. and everything else necessary and required by law or local authorities, including any directions / orders of NGT or Pollution Control Board, Municipal Corporation of Delhi (MCD) / Law enforcement agencies for the proper execution and successful completion of the work in accordance with the Contract Documents and to the satisfaction of the SPS RN. The Contractor shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result consequence of his carrying out or omitting to carry out any part of the Work. Where any parts of the work is executed by Sub Contractors, the responsibly and liability of the Contractor shall cover and extend to the work of all such Sub Contractors.
- (b) The Contractor shall demolish the complete building including the foundation, plinth protection, flooring in and around the building and all other structures including RCC / RBC slabs, beams, RCC / brick masonry columns, masonary walls, doors, windows, ventilators, all other items and all other construction or structure on the plot, dismantle the existing barricading erected on Southern side of the "C" block building, as specified and as per the instruction of the SPS RN authorised representative, excluding the outer compound / boundary wall upto height of 2.5 meters as well as the gates / doors on the East & West side of the building and dispose the debris & other construction / demolition waste material on dumping areas / sites / locations approved by local authorities and /or GNCT of Delhi as per the norms/ rules and regulations of National Green Tribunal (NGT), at its own cost.

Signature of representative of SPS RN with date

- (c) The contract shall include all labour, materials, tools, plant, safety equipment and transport which may be required for the full and entire execution and completion of the works and shall unless otherwise stated, include wastage and materials, carriage and cartage, carrying of empties, hoisting, setting, fitting and fixing in position of aforesaid work in accordance with good Engineering practice and recognized principles.
- (d) The contractor shall return the formwork / scaffolding and the construction material as specified in paragraph 3.2 of the Section IV, Conditions of the Contract.
- (e) The contractor shall handover a levelled, clean site at the completion of work stage.
- 4. The Contractor has satisfied himself as to the nature of the site, inspected / visited the site / building and other construction material like reinforcement etc offered on "AS ON WHERE ON BASIS", assessed the local facilities as well as access to site / building and all matters affecting the entire execution and completion of the demolition work, before tendering & quoting of rates. No extra charges consequent on misunderstanding or otherwise shall be allowed.

# 5. **PAYMENT, SECURITY AND PAYMENT TERMS**

- (a) The contractor agrees to pay Rs XX,XX,000/- (Rs XXXXX lakhs XXXXXXXXXXXXX thousand only, GST extra) to the SPS RN for carrying out complete demolition of the buildings, disposing of construction and demolition waste / malba material and giving credit to the SPS RN for the useful / serviceable material retrieved. If there is any other component of GST or other tax leviable or levied, the contractor shall be responsible for the same, at its cost.
- (b) **Security Deposit.** The Contractor, after issuance of letter of Intent and before entering into contract, shall deposit, an amount Rs Seven Lakhs Fifty Thousand only (Rs 7.50 lakhs), as Security Deposit, by RTGS / NEFT / Demand Draft, drawn in favour of Salwan Public School, Rajendra Nagar, New Delhi, for the due fulfilment of his contract and signing an agreement for execution of the aforesaid works and shall also pay for all stamps duty and legal expenses, incidental thereto.
- (c) After successful completion of the demolition of entire building and fully clearing off the debris from site including removing of the foundation-

Signature of representative of SPS RN with date

RCC column footings etc., the SPS RN agrees to refund to the Contractor the Security Deposit in excess of the quoted amount, without any interest. The completion shall be certified by the Director, Salwan Public School, Rajendra Nagar. The decision of the SPS RN shall be final in this regard.

(d) In case the Contractor fails to complete the demolition works and clear the debris in time, in such an event, SPS RN shall forfeit the Security Deposit and shall get the uncompleted work done through some other agency at the risk and cost of the Contractor. Any expenditure incurred by the SPS RN in undertaking the incomplete works shall be borne by the Contractor.

# 6. **COMPLETION OF WORK / TIME LINE**

The time allowed, 90 days, for completing the work under this Contract shall be the essence of the Contract and shall to be strictly observed by the Contractor. The SPS RN would extend all required support and inputs to help the Contractor to meet the project timelines. For delays which are directly attributable to the sole actions and / or scope of work of the Contractor, the Contractor shall be liable to pay penalty and/or liquidated damages as per the provisions of this Contract. The contract work to demolish/ dismantle and to dispose off the demolition waste and to hand over clean site after demolition shall be completed within 90 days from the date of handing over the site to the Contractor.

#### 7. FORFEITURE OF SECURITY DEPOSIT

- (a) The SPS RN shall have the right to forfeit the Security Deposit if Contractor contravene or breach any of the terms and conditions of this Contract or if the Contractor withdraws or amends, impairs or derogates from Tender terms / Contract or fails to deliver the satisfactory performance during the Term of the Contract.
- (b) SPS RN shall have the right to forfeit the security deposit and to adjust the damage or loss caused / suffered by SPS RN due to negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Contractor or his employees, agents, representatives and fails to make good the loss actually incurred by SPS RN. This is without prejudice to any other right, claim or action, SPS RN may have available to it under law.
- (c) Whenever under the contract any sum of money is recoverable from and payable by the Contractor, SPS RN shall have right to recover such sum

Signature of representative of SPS RN with date

by appropriating in part or in whole from the security deposit of the Contractor. In the event of the security deposit being insufficient, to cover the full amount recoverable, the Contractor shall pay to SPS RN on demand the remaining amount, failing which the SPS RN reserves its right to proceed under law to recover the remaining amount.

- (d) That it is specifically and distinctly understood and agreed between the SPS RN and the Contractor that the Contractor shall have no right, title or interest in the site made available by the SPS RN for execution of the works and the Contractor shall not have or deemed to have any lien whatsoever or charge for unpaid bills and shall not be entitled to assume or retain possession or control of the site or structures and that SPS RN shall have an absolute and unfettered right to take full possession of site and to remove the Contractor, their servants, agents and materials belonging to the Contractor and lying on the site.
- (e) That it is further specifically and distinctly understood and agreed between the SPS RN and the Contractor that in any event, the SPS RN shall owe no responsibility or liability of any kind towards any person or persons engaged by the Contractor for carrying the contract work(s) and the Contractor alone shall be responsible and liable to any such person or persons so engaged.

#### 8. LABOUR AND EMPLOYMENT LAWS

- (a) No labour below the age of eighteen (18) years or labour not qualified / experienced to carry out the demolition shall be employed on the Project by the Contractor.
- (b) <u>First Aid</u>. The Contractor shall provide and maintain at the Project site, in an easily accessible place, first aid supplies including an adequate supply of sterilized dressings etc. These supplies shall be kept in good order with a member of the Contractor's staff trained to carry out the same.
- (c) The Contractor shall have to bear all statutory liabilities (including safety of its workers / personnel) as applicable to workers/personnel engaged for the job. Nothing will be paid extra in this regard.
- (d) The Contractor shall submit every fortnight to the SPS RN an Accident Status Report. This shall show the accidents if any, that occurred on site or related to the contract, during the tenure of the contract; the circumstances

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Signature of representative of SPS RN with date

under which they occurred; and the extent of damage caused and compensation extended by the Contractor.

- (e) The Contractor shall only be responsible to arrange insurance cover for the workers/personnel engaged for the project.
- (f) The Contractor shall be responsible for all the dues of the workers / personnel engaged including the liabilities due to accidents including serious injuries and or fatal accidents, if any, under applicable laws. In case of any litigation, the contractor shall be solely responsible to contest the matter and defend the interest of SPS RN. If SPS RN feels that it has to defend itself, all cost towards the litigation, till finally decided shall be borne by the Contractor.
- (g) The Contractor shall also comply with all the provisions of the following statutory Acts / Laws / Labour Code or any modifications thereto and the rules made there under from time to time, as and when notified during the tenure of the contract, at its own cost and all liabilities in respect thereof will devolve upon the contractor:-
  - (i) The Code on Wages, 2019;
  - (ii) The Code on Social Security, 2020;
  - (iii) The Occupational Safety, Health and Working Conditions Code, 2020;
  - (iv) The Industrial Relations Code, 2020;

# 9. **LIQUIDATED DAMAGES**

If the Contractor fails to complete the work within the completion period as stipulated in the bid documents, the penalty at the rate of Rs twenty thousand per day (Rs 20,000/- per day) shall be paid by the Contractor upto the maximum limit of 50% of the Security Deposit, as a Liquidated damages without prejudice to any other rights of the Salwan Public School, Rajendra Nagar, New Delhi –  $110\,060$ .

# 10. COMPENSATION

Without prejudice to the foregoing, the Contractor shall be accountable and responsible to compensate and pay damages to SPS RN for any loss / damage / claim / liability, whatsoever, caused either directly or indirectly by the Contractor, its staff or agents which may arise either out of negligence, fraud, misrepresentation, misconduct or material breach of this contract/ tender.

Signature of representative of SPS RN with date

# 11. **INDEMNITY**

- (a) The Contractor shall at all times during the agreement and thereafter, indemnify and keep indemnified SPS RN, its officers, employees and representatives, from all or any claims, losses, demands, damages, etc., which the Owner, its officers, employees and representatives may or are likely to suffer by reason of acts, defaults, deeds, things, omissions and commissions committed by the Contractor or by its staff, employee, agent, permitted sub-contractor or representative while performing the terms, conditions and obligations under this agreement.
- (b) In case any permission is required to be taken or process for demolition to be followed and there is a breach by the contractor, SPS RN shall stand indemnified against all claims, charges, liability etc. as the responsibility and liability in respect thereof devolves / rests upon the contractor.

#### 12. **BLACKLISTING**

SPS RN, without prejudice to any other remedy and rights, reserves the right to blacklist the Contractor for a period, whatever it deems appropriate in case the Contractor fails to honour its bid / Contract or is found guilty for breach / violation / contravention of terms(s) and condition(s) of the Tender or negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by the Contractor or by its staff, agent, employee or officer etc. or by any other person directly or indirectly employed by it.

#### 13. TERMINATION

If at any time after the commencement of the work, SPS RN for any reason whatsoever does not require the whole or any part of the work as specified in the tender to be carried out, SPS RN shall have the right to terminate this Agreement and SPS RN shall communicate the termination by giving a notice in writing to the Contractor. SPS RN without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part in case the Contractor fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by the Contractor or by its staff or agent.

# 14. FORCE MAJEURE

Signature of representative of SPS RN with date

Time shall be the essence of the contract in this regard subject however to 'Force Majeure' For purpose of this clause, 'Force Majeure' means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to major changes in the present building rules, act of God, earthquakes, tempest and flood, pandemic, epidemic If a Force Majeure situation arises, the Contractor shall promptly notify the SPS RN in writing of such conditions and the cause thereof. Unless otherwise directed by the SPS RN in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 15. ARBITRATION

- (a) In case of any dispute or difference arising during the progress of or abandonment of the work or after demolition in relation to meaning or interpretation of the agreement, the authorised official of the SPS RN and the Contractor will address the disputes / differences for mutual resolution and failing which the matter shall be referred to the Sole Arbitrator appointed mutually by both the Parties. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The venue of the arbitration shall be at Delhi/New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The decision / award of the arbitrator shall be final and binding.
- (b) **Jurisdiction.** All disputes arising out of this work order are subject to the jurisdiction of Courts in New Delhi.

The Contractor hereby covenants, and agrees with Salwan Public School, Rajendra Nagar, New Delhi – 110 060 to dismantle, demolish the existing "C" block building of Salwan Public School, Rajendra Nagar, New Delhi – 60, including its foundations, footings below ground level, handover a clean levelled site complete and perform the works in conformity in all respects and subject to all terms and conditions / rules as mentioned in the tender documents, which includes Notice Inviting Tender, Instructions to Bidders, General Conditions of the Contract, Financial Proposal, any addendums / errata, proceedings of pre bid meeting and any communication between parties, forming part and parcel of this agreement.

In witness whereof, Salwan Public School, Rajendra Nagar and the Contractor hereunto have respectively signed on the day and year first above written.

Signature of representative of SPS RN with date

| For & on behalf of            | For & on behalf of the                                     |
|-------------------------------|--|
| Contractor with seal and date | Salwan Public School, Rajendra Nagar<br>With Seal and date |
| Witnesses<br>1.               |  |
| 2.                            |  |

Signature of representative of SPS RN with date

# Section- VII

# List of Construction Material expected to be obtained on dismantling / demolition (For information only)

| Ser. | Description of Items                           |  |
|------|--|--|
| No.  |  |  |
| 1.   | Bricks from dismantled building                |  |
| 2.   | Iron in form of Reinforcement Bars             |  |
| 3.   | Reinforcement bars in stack, at lying at site. |  |
| 4.   | GI Pipe  |  |
| 5.   | CI pipes                                       |  |
| 6.   | MS Pipes of various sizes                      |  |
| 7.   | PVC Water tank                                 |  |
| 8.   | Flush Door with shutter and Chowkhat           |  |
| 7    | Aluminium and Steel Window.                    |  |
| 8.   | Electrical Wires, Fittings and Accessories     |  |
| 9.   | Steel railings as in balconies                 |  |
| 10.  | Cupboards                                      |  |
| 11.  | Glass panes                                    |  |
| 12.  | Blue coloured galvalume metro sheets           |  |

Building and material offered for demolition / dismantling is "AS ON WHEREON BASIS".

Signature of representative of SPS RN with date