



## **DEMOLITION WORK TENDER**

### **Proposed Demolition of Area of Existing Girls Hostel Building Premises for Welingkar Institute**

FOR

**M/s Shikshan Prasarak Mandali, Pune**

AT

Plot No 226(C. S. No. 202B/10),  
Matunga (E)-400019, Mumbai, India.

**APRIL 2024**

Prepared by



**STRUCTWEL DESIGNERS & CONSULTANTS PVT. LTD.**

Plot No. 15, Sector – 24, Turbhe, Navi Mumbai – 400 705

**ISO 9001 : 2000 Certified**

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Web : <http://www.structwel.com>

## TENDER NOTICE

Sealed lump sum rate tenders are invited from Contractors of repute for “Proposed **Demolition of Area of Existing Girls Hostel Building Premises for Welingkar Institute** for M/s Shikshan Prasarak Mandali, Pune located at Plot No 226(C. S. No. 202B/10), Matunga (E)-400019, Mumbai, India.

The tender documents comprising of Appendix & Bill of Quantities along with tender drawings need to be submitted in Hard copy duly signed and sealed along with a Security Deposit of Rs. 50,000/- to the office of ‘the Employer’ M/s Shikshan Prasarak Mandali, Pune on or before 5.00 PM on 18.04.2024. The Security Deposit shall not bear any interest.

The Contractors having at least 3 years’ relevant experience in such field and having executed one similar work in last 3 years. The scope shall also include obtaining necessary permissions from BMC/ local authorities and also covering the space to avoid pollution and complaints.

The Employer “**M/s Shikshan Prasarak Mandali, Pune**”, reserves the right to reject lowest or any or all tenders without assigning any reasons thereof.

The completed sealed tender documents printed hard copies shall be submitted in the office of below

Kind Attn: **Mr. Mahesh Purandare**

Shikshan Prasarak Mandali.

Sharada Sabhagriha,

S P College Campus

Tilak Road,

Pune 411030 - Maharashtra.

**On or before 5:00 P.M. on 18 -04- 2024.**

\* \* \* \* \*

## APPENDIX

1.	Security Deposit	:	Rs. 50,000/- by Cheque / Demand Draft in favor of M/s Shikshan Prasarak Mandali Payable at Pune as total security deposit for the due fulfilment of his contract and sign an agreement for execution of the aforesaid works and shall also pay for all stamps and legal expenses, incidental thereto.
2.	Period of Commencement acceptance of tender	:	Immediately after receiving the PO or from the date of LOI.
3.	Mobilization Advance		Not Applicable
4.	Time of completion	:	15 Days 30 Days 45 Days
5.	Amount of liquidated damages	:	0.5%- per week up to a limit of 5% of contract price
6	Time within which final payment to be made to Employer.	:	Contractor shall pay 100% of agreed contract amount to the Employer (SPM) immediately after receipt of PO. [Security Deposit will be adjusted in final payment]
7	Minimum criteria for participation in Tender		A. Should have completed at least one similar work in last three years. Copies of Completion Certificates/ orders to such effect shall be enclosed. B. Shall be registered with MCGM for demolition work. C. List of self-owned demolishing, handling, dismantling, transporting equipment's. D. Details of labours having experience in demolition and dismantling and supervisory staff.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024. Signature  
 \_\_\_\_\_ in the capacity of  
 \_\_\_\_\_ duly authorized to sign tenders for and on behalf of \*

(IN BLOCK CAPITALS)

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\* N.B. : In the case of partnership firms, the full names of all partners should be given.  
Minor partners will not be recognized.

\* \* \* \* \*

## **NOTICE INVITING TENDER**

SUBJECT: **Tender For Proposed Demolition of Area of Existing Girls Hostel Building Premises at Plot No 226 (C. S. No. 202B/10), Matunga (E)-400019, Mumbai, India.**

**(TENDER DOCUMENT NO: STRUCTWEL/SPM / 01)**

Dear Sirs,

**1. INTRODUCTION:**

Shikshan Prasarak Mandali, Pune intends to award contract for Demolition of **Area of Existing Girls Hostel Building Premises at Plot No 226 (C. S. No. 202B/10), Matunga (E)-400019, Mumbai, India.** M/s. Structwel Designers & Consultants Pvt. Ltd. has been appointed as PMC & MEP Consultants for Proposed work.

M/s. Structwel on behalf of Shikshan Prasarak Mandali, Pune invites sealed bids under two bid system for the entire work covered in the bidding documents. All bids are to be completed and returned in accordance with tender requirements within the duration as mentioned below:

**2. BID SUBMISSION:**

Bids in hard copy will be submitted on or before 18.04.2024 up to 5.00 PM at the following address:

Kind Attn: **Mr. Mahesh Purandare**

Shikshan Prasarak Mandali.

Sharada Sabhagriha,

S P College Campus

Tilak Road,

Pune 411030 - Maharashtra.

Bids sent through Telex, Telegram, Fax, Computer floppy, CD, e -mail-or any other means than that specified shall not be accepted. SPM /Structwel takes no responsibility for delay, loss or non-receipt of bids sent by post or courier.

Please acknowledge receipt of this letter along with all enclosures and confirm your participation through a Letter or Fax message. In case you decide not to quote please return all the enclosures at the earliest.

Thanking you,  
Very truly yours,

(C. R. RAIKAR)  
C.M.D.

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## **SECTION 1 INSTRUCTION TO BIDDERS**

### **Introduction:**

M/s. Structwel on behalf of Shikshan Prasarak Mandali, Pune invites sealed bids under two bid system for the entire work covered in the bidding documents **for Demolition of area of Existing Girls Hostel Building Premises at Plot No 226 (C. S. No. 202B/10), Matunga (E)-400019, Mumbai, India**, under single stage two envelope system (Part 1 : Un-priced Techno commercial Bid and Part 2 : Price Bid) from competent contractors with sound technical and commercial capabilities.

The details of jobs to be executed are given in attached Scope of work and Special Conditions of Contract. Bidders to note that Attachments as indicated in the Index are also part of Tender Document and shall be read along with tender document.

### **Bidding instructions:**

Bidders shall stamp and sign each and every page of tender document as token of their acceptance of the terms and conditions mentioned therein. The bids shall be signed by bidder's authorized representative and his name and designation shall be mentioned on the bid document. Power of attorney for authorization to sign and submit bid document on behalf of the bidder shall be provided, for the bidder's authorized representative.

Your quotation shall be forwarded in described format only. Bids received in format other than the described format are liable to be rejected.

Your quotation should comprise of one copy of price bid, two copies of un-priced techno-commercial bid. All the Two items i.e. price bid and un-priced commercial bid shall be put in separate sealed envelopes and the envelopes should be super scribed with appropriate captions. i. e. tender no., due date and subject (un-priced techno-commercial bid, priced bid, etc. as the case may be). Above mentioned two envelopes shall be put in common sealed envelope marked with appropriate captions. I.e. tender no. and due date and subject (title of the tender).

The priced and un-priced bid shall be identical in all aspects except that the priced bid alone shall contain the price/s. All other terms and conditions appearing on our invitation to tender shall apply. Noncompliance shall result in rejection of offers. Please mention your quoted rates both in words and figures in the schedule of rates in the price bid. In case of discrepancy in words and figures, the rate mentioned in words shall be considered for evaluation. Your offer should reach Shikshan Prasarak Mandali, Pune on or before 5.00 PM on the due date at the following address:

Kind Attn: Mr. Mahesh Purandare

Shikshan Prasarak Mandali.  
Sharada Sabhagriha,  
S P College Campus  
Tilak Road,  
Pune 411030 - Maharashtra.  
Maharashtra 400710.

Your offer can be sent by courier / post. Tenders shall not be handed over to any other person or deposited at any other place.

**Bid Due date and Time:**

The last date and time for submission of bids for this tender is as indicated in the 'NOTICE INVITING TENDER'. Bids received after Bid due date and time shall not be considered.

**Bid Opening:**

Price Bids of only those bidders are techno-commercially acceptable shall be opened. Date and time of opening the Price bids shall be intimated to these bidders. One representative each from qualified and techno-commercially acceptable bidders can attend the opening of Price bids.

**Deviations:**

Bidder is requested to adhere to technical specifications as well as commercial terms of the entire tender documents. Bidders are requested to have all their queries clarified before bidding. However, if you still have deviations on Shikshan Prasarak Mandali, Pune / STRUCTWEL Tender Documents including attachments, please indicate deviations in your offer under a separate title 'deviations' giving reference to tender clause no. Deviations appearing under clause 'deviations' shall be considered while evaluating the offer. In case your offer does not contain a separate title "deviations", it will be considered that you are accepting all the clauses and specification in tender document.

**Validity:**

Your offer shall be valid for a period of 60 days from the due date / extended due date.

**Taxes & Duties:**

Your quoted rates of services shall be inclusive of all applicable taxes & duties. Your rates shall remain firm as stated in the tender. Kindly ensure to state name and designation of the authority signing the offer.

**RTGS / NEFT Payment:**

Payments to contractors / employer shall be made by national electronic fund transfer (NEFT) / RTGS only. Payment by cheque will be made only to those, whose bank is located in the city where NEFT payment facility is presently not available. Bids received from contractors who are not accepting the NEFT payment are likely to be rejected.



## **SECTION 2 SPECIAL CONDITIONS OF CONTRACT (SCC)**

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**APPENDIX A: Air Pollution Mitigation act per MCGM Notice no MGC/F/1102/ Dated 25-10-2023**

**1. a DEFINITIONS:**

“Consultant” shall mean Structwel Designers & Consultants Pvt. Ltd., (STRUCTWEL) having their office at Plot No. 15, Sector-24, Off Sion-Panvel Highway, Turbhe, Navi-Mumbai-400705, India.

Engineer-in Charge shall mean Resident Construction Manager (RCM) designated by Structwel.

**1. B GENERAL:**

1.1 These Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Schedule of Rates, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.

1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

1.3 (a) If any provision in the General Conditions of Contract / General Purchase Conditions is repugnant to or at variance with any provision(s) of the Special Conditions of Contract and / or the Agreed Variations or if any provision of the Special Conditions of Contract is repugnant to or at variance with any provision(s) of the Agreed Variations, and the two cannot be reconciled or otherwise co-exist, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision (s) of General Conditions of Contract and the provision (s) of the Agreed Variations shall be deemed to override the provision(s) of the Special Conditions of Contract, but only to the extent that such repugnancies in the General Conditions of Contract cannot be reconciled with the Special Conditions of Contract and / or Agreed Variations or to the extent that such repugnancies in the Special Conditions of Contract cannot be reconciled with the Agreed Variations, as the case may be.

(b) It will be the Contractor’s responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the Contract documents before starting the work (s) or making the supply with reference to which the conflict exists.

1.4 Disposal of Refuses etc: - Keep the site free from debris arising from the works during the demolition period and leave the site free from time to time and on completion of work to the satisfaction of Client / consultant.

**2.0 WATER AND ELECTRICITY**

**Water:** - Contractor shall arrange water without any extra cost. The contractor at his own cost shall arrange distribution of pipe networks, storage and such distribution network arrangement shall have the prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of other jobs.

**Electricity:** - Supply of electric power for the work shall be in scope of contractor within quoted rates. The owner will not provide source of electricity for the work. Further arrangement for power distribution shall be made by contractor depending upon the construction power requirement at his own cost as per Electricity Act and Rules framed

there under and approved by Engineer-in-Charge. The contractor will arrange DG set on his own till construction power is established.

### **3.0 OTHER FACILITIES**

The OWNER will, at his discretion and convenience and for the duration of the execution of the work, make available, land for Construction of contractor's field office; go down, workshop and fabrication yard required for the execution of the contract.

The OWNER may permit some land at site to be used for residential purposes only during demolition activity.

The Contractor shall at its own cost need to arrange hutments for residential accommodation for its staff and workers and the price of services shall be deemed to include the same.

The CONTRACTOR shall also comply with the provisions of the GCC.

### **4.0 SCOPE OF WORK**

The scope of Work covered in this contract will be as described in **Annexure –I to SCC**.

### **5.0 TIME SCHEDULE**

5.1 The Work shall be executed strictly as per time schedule given in **Annexure-II to SCC**. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, retesting, demobilization and completion in all respects to the satisfaction of the Engineer-in-Charge.

5.2 A joint program of execution of work will be prepared by the Engineer-in-Charge and CONTRACTOR. This program will take into account the time of completion mentioned in above clause.

5.3 Monthly execution program will be drawn up by the Engineer-in-Charge jointly with the CONTRACTOR based on availability of resources, work fronts and the joint program of execution as referred to above. The CONTRACTOR shall scrupulously adhere to the Targets/Programs by deploying adequate personnel, Dismantling Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of target set out in the weekly program and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the CONTRACTOR.

CONTRACTOR shall give everyday category-wise labour and equipment deployment report along with the progress of work done on previous day in the format prescribed by the Engineer-in-Charge.

### **6.0 SITE CLEANING**

The work of the contractor will not be treated as complete unless he removes all the debris of the work from the site, completes the dressing and leveling of the area nearby the buildings and handing over the site, cleaning in all respect after removal of temporary structures constructed by the contractor.

The contractor shall have to remove all debris from the site of work, dust and dirt from floors, wood work and colour splashes from floors, walls, door windows, glass panes, electrical work etc. before handing over the building to the employer.

During the course of construction the contractor has to stack the materials in a proper way as per the instructions of the Employer / Engineer and keep the site clean and neat after the day's work is over.

## **7.0 MEASUREMENT OF WORKS**

In addition to provisions of Section 6 of General Conditions of Contract, and associated provisions thereof, the provisions of **Annexure –IV to SCC** (Titled “Measurement of Work and terms of payment”) shall apply.

## **8.0 ROUNDING OFF**

All payments to and recoveries from the bill of CONTRACTOR shall be rounded off to the nearest Rupee. Wherever the amount to be paid/ recovered consists of a fraction of a Rupee (Paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a Rupee is less, then 50 (fifty) paise, the same shall be ignored.

## **9.0 TAXES AND DUTIES**

9.1 Bidders are required to quote prices as per the bill of quantities (BOQ) and rates shall be inclusive of all taxes and duties and Service tax. Bidder shall provide all statutory details related to registrations and taxes.

9.2 Any Statutory variation in Tax, within the contractual completion period, shall be on contractor's account.

9.3 Further, in case of delay in completion of work, due to reasons attributable to contractor, any new or additional taxes, duties or levies imposed after the contractual completion date shall be on contractors account.

9.4 Notwithstanding the foregoing, OWNER shall not bear any liability in respect of:

- a) Personal taxes on the personnel deployed by the Contractor, his Sub Contractor and Agent etc.
  - b) Corporate Taxes in respect of Contractor and his Sub-Contractor and other Agents.
  - c) Any other taxes / duties/ levies
- The CONTRACTOR shall also comply with the provisions of the GCC (General Conditions of Contract)

## **10.0 STATUTORY APPROVALS**

Demolition approval from authority shall be in the scope of Contractor. Approval from any other authority required [ex. Disposal, road permits], as per the provisions of the Bidding Document and as per statutory rules and regulations of Central / State Government shall be the responsibility of CONTRACTOR unless otherwise specified in the Bidding Document. The application on behalf of the OWNER for submission to relevant authorities along with copies of required certificate complete in all respects shall be prepared and submitted by the CONTRACTOR well ahead of time so that the actual Dismantling/ commissioning of the work is not delayed for want of the approval / inspection by concerned authorities. The CONTRACTOR shall arrange the inspection of the works by the authorities and necessary coordination and liaison work in this respect shall be the responsibility of the CONTRACTOR. Reimbursement by the

OWNER of the statutory fees payable by CONTRACTOR (as per advance approval of OWNER) may be provided for, subject to submission of receipt.

The CONTRACTOR shall carry out any change / addition required to meet the requirements of the statutory authorities, within the quoted rates. The inspection and acceptance of the work by statutory authorities shall, however, not absolve the CONTRACTOR from any of his responsibilities under this Contract.

#### **11.0 UNDERGROUND AND OVERHEAD STRUCTURES**

Engineers-in-charge / OWNER shall provide, to the best possible extent, details in respect of existing underground and above ground structures, overhead lines, cables, existing pipelines and utilities existing at job site to the CONTRACTOR. The CONTRACTOR shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified to the OWNER from and against any destruction thereof or damages thereto. Moreover, CONTRACTOR shall prepare drawing showing all the above stated details accurately and submit to Engineer-in-Charge. In case of any damage to SPM facilities like underground cables/pipes etc during execution, contractor shall repair the same and restore it to its original form at his own cost. The rates quoted in SOR are deemed to be inclusive of the costs towards this activity.

#### **12.0 WORKS CONTRACT**

NOT APPLICABLE

#### **13.0 RESPONSIBILITY OF CONTRACTOR**

13.1 It shall be the responsibility of the CONTRACTOR to obtain the approval for any revision and/or modifications decided by the CONTRACTOR from the OWNER/ Engineer-in-Charge before implementation. Also, such revisions and/ or modifications if accepted/ approved by the OWNER/ Engineer-in-Charge shall be carried out at no extra cost to the OWNER. Any change required during functional requirements or for efficient running of system, keeping the basic parameters unchanged and which has not been indicated by the CONTRACTOR in the data / drawings furnished along with the offer will be carried out by the CONTRACTOR at no extra cost to the OWNER.

CONTRACTOR shall not be entitled to claim any extension in the Time Schedule on this account.

13.2 All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted in SOR items and no separate payments on account of such expenses shall be entertained unless otherwise specifically mentioned in SOR / Contract document.

13.3 It shall be responsibility of the CONTRACTOR to provide, operate and maintain all necessary Dismantling equipment, steel scaffoldings and safety gadgets, cranes/ derrick and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules without any extra cost to the OWNER.

13.4 Preparing approaches and working area for the movement and operation of the cranes/ derrick, leveling the areas for assembly and erection shall also be responsibility of the

CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability facilities, such as railway siding, local labour etc., to provide suitable allowances in his quotation. The CONTRACTOR may have to build temporary access roads to aid his own work, which shall also be taken care of while quoting for the work.

- 13.5 The CONTRACTOR shall be responsible for procurement and supply in sequence and at the appropriate time of all equipments/ materials and consumables and his rates for execution of work will include supply of all these items.

The bidder shall visit the site on their cost and acquaint himself with the approach roads. No excuse as regards want of information on any particular point will be considered after the tender has been received. Claims for any change in rate or conditions after the finalisation of tender shall not be entertained.

Tenders should only be opened in the presence of Employer & STRUCTWEL DESIGNERS & CONSULTANTS PVT. LTD. & the rates quoted by the various contractors must be maintained confidential.

**At the sole discretion of the Owners, the work would be awarded to different contractors for each of the Bill of Quantity. In such case, the quoted rates in the Tenders shall remain unchanged.**

- 13.6 Rates should remain firm and binding till the satisfactory completion of the entire project. While quoting the rates the contractor should take into consideration all possible causes of escalation as no escalation in rates on any account whatsoever shall be permitted till the completion of this contract or satisfactory completion of the entire project whichever is later.
- 13.7 The rates quoted shall be taken as firm throughout the tenure of the contract including extension of time, if any, granted and will not be subject to any fluctuation due to increase in the cost of labour, materials, sales-tax, octroi and/or any other taxes etc.
- 13.8 The contractor shall be deemed to have satisfied himself before bidding as the corrections and sufficiency of his tender for the works and or the rates stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all the obligations under the contract and all matters and things necessary for the proper completion of the work. The rates quoted by the contractor shall include the entire cost including that of material, labour, tools and plants, insurance, fuel, all royalties, rents, taxes including sales-tax, octroi or subsequently imposed by the Government/local Government/Administration and his profits. No extra claims whatsoever shall be admissible at any time.
- 13.9 The bidder shall cover insurance for injury to persons belonging to self, employers, Engineers, suppliers & visitors. The bidder shall also cover insurance for his construction plant, machinery, equipment, materials etc. belonging to him. The contractor shall be responsible for the safety of all employees and / or workers employed or engaged by him on and in connection with the works and shall forthwith provide all the safety instruments like safety helmets, safety belts, shoes gloves etc. The contractor shall take prior written permission from the Employer for starting any particular work/activity at any place before undertaking the execution of the same.

The contractor shall provide and maintain at his own cost proper sheds for the storage and protection of all materials, equipments etc. including tools and materials of sub-contractors and remove them on completion of the work.

- 13.9.1 The rates quoted by the contractor shall include provision of scaffolding, hoist, tackles and other plants and equipments, shuttering material and all other materials required for the proper execution of the work. Contractor shall also provide without extra charges all labour, material and equipment required by the Engineer for testing and measuring the work and for weighing, measuring, providing or testing the effluent of any portion of the work and shall also, at his own cost, provide all planking, gangways etc. necessary for affording access to every part of the work with safety.
- 13.9.2 The rates quoted by the contractor shall cover the cost of all boxes, loading, transporting to site for all leads, heights and levels including provision of all scaffolding, hoists, tackles and other plant and apparatus generally required for the proper execution of the work, unloading, sorting and assembly or joining of several parts as necessary and incorporating or fixing materials in the work including all preparatory work as required.
- 13.9.3 The contractor from the time of taking possession of the site must arrange for watching, lighting and protecting the work site at all time until the completion of the work and handing over the same to the employer. The contractor shall also provide at his own cost necessary temporary enclosures, gates, entrances etc. for the protection of the work and materials. He shall remove the same at completion of the work.
- 13.9.4 The whole work including all extra and additional items is to be completed in the time stated in the contract and the contractor may have to work, if necessary, overtime to fulfill the time schedule. No extra claim will be allowed to the contractor on this account.
- 13.9.5 The contractor will have to put up heavy and thick polythene sheets on all sides of the existing building to prevent dust etc. entering into the working area.
- 13.9.6 If any damage occurs to the existing adjacent buildings because of negligence and carelessness of the labour, the contractor will have to rectify the same at his cost and nothing extra is payable on this account.
- 13.9.7 The contractor will have to clean the site daily and remove the debris from site as the work is to be carried out in a running factory.
- 13.9.8 The contractor shall not employ in connection with the works any person who is below eighteen years of age. The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to the satisfaction of the Consultant. The contractor shall furnish to the Consultant fortnightly returns indicating the number and description by trades of the work people employed on the work. Contractor should submit daily Progress report as well as daily labour report to engineer in charge during the construction period.

#### **14.0 QUALITY ASSURANCE SYSTEM**

- 14.1 The CONTRACTOR shall prepare quality assurance system based on the details provided in Annexure-VI to SCC. After the award of the contract, detailed quality assurance program to be followed for the execution of contract shall be submitted by CONTRACTOR, which shall be reviewed and approved by STRUCTWEL / OWNER.
- 14.2 The CONTRACTOR shall establish, document and maintain an effective quality assurance system as outlined in recognized codes.
- 14.3 Quality Assurance System plans/ procedures of the CONTRACTOR shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality



control in respect of demolition. The quality assurance system should indicate organizational approach for quality control and quality assurance of the Dismantling activities, at all stages of work at site.

- 14.4 The OWNER / Structwel or their representative reserve the right to inspect / witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.
- 14.5 The CONTRACTOR has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA / QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-charge feels that QA / QC Engineer(s) of CONTRACTOR are incompetent or insufficient, CONTRACTOR has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.
- 14.6 In case CONTRACTOR fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless and until he complies with the instructions to, the full satisfaction of Engineer-in-charge.

## **15.0 SITE ORGANISATION**

The CONTRACTOR shall without prejudice to his overall responsibility to execute and complete the Work as per specifications and time schedule, progressively deploy adequate qualified and experienced personnel together with skilled/ unskilled manpower and augment the same as decided by Engineer-in-Charge depending on the exigencies of work to suit the dismantling schedule without any additional cost to OWNER. In addition to this, CONTRACTOR shall deploy Safety Supervisors to ensure safer working conditions at site.

## **16.0 MECHANISATION OF DISMANTLING ACTIVITIES AND MOBILISATION OF DEMOLITION EQUIPMENT**

### **16.1 Mechanization of Dismantling Activities**

- 16.1.1 The CONTRACTOR shall mechanize the Dismantling activities to the maximum extent by deploying all necessary Dismantling equipment/machinery in adequate numbers and capacities.
- 16.1.2 CONTRACTOR shall also responsible for preparing approaches to working areas for the movement/operation of cranes and leveling the areas for assembly / erection to ensure effective mechanization on the works. OWNER shall provide only the Land for the storage. It shall be the responsibility of the CONTRACTOR to carry out leveling / dressing / grading with a proper approach for the movement of equipment and machinery, at his own cost. No extra payment shall be made by the OWNER for leveling / dressing / grading. The CONTRACTOR shall acquaint himself with availability of access, facilities such as railway siding, local labor etc. and the CONTRACTOR may have to build temporary access roads to aid his work and the quoted and agreed rates shall be deemed to include the same.
- 16.1.3 For speedy execution of work, CONTRACTOR shall also ensure use of computer software for at least the following:
  - a) Billing
  - b) Planning & Scheduling

- c) Progress Reporting
- d) Material Control & Warehousing
- e) Safety Records
- f) Resource Deployment
- g) Communication

16.1.4 CONTRACTOR further agrees that Contract price is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanized Dismantling techniques and that the OWNER/ Structwel in this regard shall entertain no claim whatsoever.

## **16.2 Mobilization of Dismantling Equipments**

16.2.1 The CONTRACTOR shall without prejudice to his responsibilities to execute and complete the work as per the specifications and time schedule, progressively deploy Dismantling equipment, tools and tackles and further augment the same depending on the exigencies of work and as decided by the Engineer-in-Charge so as to suit the Dismantling schedule within scheduled completion date without any additional cost to OWNER. OWNER will not release any Mobilization Advance. The bidder shall submit a list of dismantling equipments he proposes to deploy for the subject work along with deployment schedule. No Dismantling equipment shall be supplied by the OWNER.

## **16.3 Work in Monsoon Season**

16.3.1 In addition to the (Performance of Work) of General Conditions of Contract CONTRACTOR shall submit within 15 days of award of work, to the Engineer-in-Charge / OWNER his contingency plan for work during monsoon clearly stating their methodology/ strategy to progress uninterruptedly during monsoon mentioning the deployment of resources viz. numbers, capacity, category of equipment and manpower on a weekly basis for approval.

The CONTRACTOR shall adhere to the Special Conditions specified in **Annexure-VII to SCC**

The detailed procedure / precautions to be followed during Monsoon season is explained in Annexure VIII to SCC.

## **17.0 FINAL INSPECTION**

17.1 After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects are noticed in the work attributable to CONTRACTOR, these shall be attended by the CONTRACTOR at his own cost. As and when they are brought to his notice by STRUCTWEL / OWNER, STRUCTWEL / OWNER shall have the right to have these defects rectified at the risk and cost of the CONTRACTOR if he fails to attend to these defects immediately.

## **18.0 LEADS**

For the various works, in case of contradiction, leads mentioned in the Schedule of Rates shall prevail over those indicated in the Technical specifications.

## **19.0 COMPLETION DOCUMENTS**

19.1 The CONTRACTOR shall carryout various tests as called for in bidding document either on field or at outside approved Laboratories at his own cost. All test results and related documents shall be submitted in 2 (Two) copies as part of completion documents.

19.2 The following documents in-addition to documents specified in GCC shall be submitted in hard binder by the CONTRACTOR as a part of completion documents:

- f) Two Sets “No Demand Certificate” from the Administration & Personnel Department regarding vacation of Land, housing accommodation if any, recovery of rents, hire charges, return of surplus material, reconciliation statement for all the material issued etc.
- g) Two Sets “No Demand Certificate” regarding surrendering of Gate Passes etc.
- h) All other requirements as specified in the respective specifications.
- i) Any other drawing/ document/ report specified elsewhere in the Bidding Document

Note: CONTRACTOR shall be eligible to apply for issue of completion certificate only after submission of completion documents as mentioned above.

19.3 Completion document shall contain following:

- Completion Certificate by Engineer-In-Charge
- No Demand Certificate from Contractor
- No Due Certificate from Contractor
- Site clearance Certificate
- Labour Liability Certificate
- Indemnity Bond on Rs. 100 stamp paper (formats of above documents are enclosed as Attachment 1)

## **20.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT/SAFETY NORMS**

20.1 The CONTRACTOR shall adhere to the Health, Safety and Environment (HSE) Management system as per the stipulations made in the following documents:

- a. HSE Plan attached **in Annexure VI**
- b. The General Conditions of Contract
- c. The Bidding Document
- d. Any statutory provisions related to HSE/Safety Norms

20.2 The CONTRACTOR shall establish, document, and maintain an effective Health, Safety and Environment (HSE) management system.

**FINANCIAL DETERRENT FOR VIOLATIONS OF HSE NORMS BY CONTRACTORS  
(APPLICABLE TO ALL WORKS CARRIED OUT IN THE PLOT PREMISES BY**

## CONTRACTORS)

All Contractors working inside Plot premises have to strictly follow HSE norms as per SPM rules and regulations. Contractors who are violating HSE norms while executing the job will be penalized financially. Penalty amount for violations / non adherence of various HSE norms are listed in the document "Special Safety Conditions " which is included in HSE Plan attached as **Annexure VII** to SCC.

### **21.0 SAFETY / SECURITY REGULATIONS**

21.1 The works under this contract are to be carried out in areas within the plot premises. As such, the CONTRACTOR and its SUB-CONTRACTOR and their employees and agents are required to abide by safety and security regulations of the OWNER in force from time to time.

The CONTRACTOR shall strictly comply with the provisions of the GCC (General Conditions of Contract) Section -IX SAFETY / SECURITY REGULATIONS and Special Safety Conditions attached with the bid as part of annexure VII to Special Conditions of Contract.

### **22.0 ISSUE OF PLOT PREMISES ENTRY PASS**

On award of a contract and prior to commencement of work the contractor must

- (a) Fill in the Form as per Annexure-I attaching all necessary documents (viz-Bio-data as per Annexure – II, Medical certificate, etc.) of each employee as mentioned in the form. Annexure-I and Annexure –II is attached with the Special Safety Conditions of SPM attached as part of HSE plan Annexure VII to SCC.
- (b) Submit the form to the engineer-in-charge and obtain his recommendation.
- (c) Thereafter, submit the form to IR department for Form V for obtaining labour license.
- (d) Obtain labor license and complete ESIC and PF related formalities.
- (e) Submit ESIC, PF and Labour License details to IR and obtain clearance from IR officer.
- (f) Submit the form duly cleared by the Engineer-in-charge and IR officer, to the safety Officer.
- (g) Ensure completing of safety training by all supervisors and workmen, as per requirements as spelt out in Special Safety Conditions attached as Annexure VI (a) to SCC.
- (h) Obtain clearance of the Safety Officer regarding completing of safety training.

### **22.1 WORK PERMIT**

22.1.1 In order to keep the OWNER informed of the various jobs being undertaken within the plot premises and to enable the OWNER to regulate the same to ensure the observance of safety regulations relative thereto. When work is to be carried out in hazardous areas, a **Hot Work Permit** is to be obtained by the CONTRACTOR from the OWNER before start of work on jobs which are capable of generating a flame, spark or heat e.g. gas cutting, grinding, welding, use of any electrical, diesel, petrol or

battery operated prime mover, machine, tool or equipment or generator set, mixer machine, drilling machine; pump, crane, fork lift or hand truck or trailer or chipping or breaking of rocks or concrete or hacksaw cutting and drilling. Similarly the CONTRACTOR is to obtain a **Cold Work Permit** from the OWNER for jobs which do not come under the category of hot work and in respect of which there is no risk of fire e.g. transportation, backfilling of ordinary soil by manual process, pile testing, hydro-testing, shuttering, fixing of reinforcement, hand mixed concreting, plastering and brick work.

22.1.2 Depending on the nature of the work and the equipment and tools involved, the CONTRACTOR shall apply for Cold/Hot Permit in a prescribed format issued by SPM daily before the work is planned to start. **The procedure of issuing the Work Permits shall be very fast to avoid any delay in work commencement daily.**

## **22.2 OBLIGATION TO FOLLOW WORK PERMIT SYSTEM**

- (a) Do not carry out any work without a valid work permit issued by authorized persons in the plot premises, as per Work Permit System.
- (b) After obtaining a valid work permit and before the actual commencement of the work, also obtain a clearance certificate from the officer of the unit/plant where the work is to be carried out.
- (c) Register permit and clearance at plot premises as required under the Work Permit System.
- (d) Comply with all the Fire/Safety /Excavation/Radiography permit conditions specified in the permit and the clearance.
- (e) Prepare a safety action plan specific to the work before starting the work. Also ensure that all supervisors and workers involved in the work properly understand and follow the safety action plan.
- (f) Display permit / clearance at site for checking, by SPM officials whenever required.

## **23.0 COORDINATION WITH OTHER AGENCIES**

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the CONTRACTOR. Proper coordination with other agencies will be the responsibility of the CONTRACTOR. In case of any dispute, the decision of the Engineer-in-Charge shall be final and binding on the CONTRACTOR.

## **24.0 QUALIFICATION AND EXPERIENCE OF KEY SUPERVISORY PERSONNEL**

Qualification and Experience of Key Supervisory Personnel to be deployed for this work shall be as per **Annexure-VIII** to this SCC. CONTRACTOR shall submit bio-data of Key Supervisory Personnel meeting the requirement of this Annexure which will be reviewed and approved by Engineer-in-Charge.

## **25.0 LABOUR LAWS & LABOUR RELATIONS**

25.1 The CONTRACTOR shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Central Rules framed there under and produce the same to the Engineer-in-charge before start of work.

25.2 The CONTRACTOR shall not undertake or execute or permit any other agency or

SUB-CONTRACTOR to undertake or execute any work on the CONTRACTOR's behalf through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the contract labour (Regulation & Abolition) Act – 1970 or their applicable law, rule or regulation, if applicable.

- 25.3 The provision of EPF & MP Act, 1952 and the Rules / Scheme there under shall be applicable to the CONTRACTOR and the employees engaged by him for the work. The CONTRACTOR shall furnish the code number allotted by the RPFC Authority, to the Engineer-in-charge before commencing the work.
- 25.4 The CONTRACTOR shall be exclusively responsible for any delay in commencing the work on account of delay in obtaining a license above or in obtaining the code number under above and the same shall not constitute a ground for extension of time for any purpose.
- 25.5 The CONTRACTOR shall enforce the provisions of ESI Act and Scheme framed there under with regard to all his employees involved in the performance of the Contract, and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.
- 25.6 The CONTRACTOR shall also comply with the provisions of the GCC-SECTION – VIII (LABOUR LAWS & OTHER REGULATIONS).

## **26.0 LABOUR RELATIONS**

In case of labour unrest / labour dispute arising out of non-implementation of any law the responsibility shall solely lie with the CONTRACTOR and he shall remove / resolve the same satisfactorily at his cost and risk. The CONTRACTOR shall deploy only duly qualified and competent personnel for carrying out the various jobs as assigned by the Engineer-in-charge from time to time. The workmen deployed by the CONTRACTOR should also possess the necessary license etc. If required under any law, rules and regulations

## **27.0 PAYMENT OF WAGES**

- 27.1 The CONTRACTOR shall ensure payment of wages to all workmen employed by him or SUB-CONTRACTOR or by any other agency on his behalf in connection with the work before the expiry of the 7<sup>th</sup> day after the last day of wage period in respect of which the wages are paid, and shall ensure wages standards, period and provisions (including the provisions of wages, privilege and facilities) for all workmen in this behalf, prescribed under the payment of Wages Act, the Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under, the Minimum Wages Act and any other applicable law, rule or regulation in this behalf including but not limited to the following :

### **27.1.1 Weekly Off with Wages**

The labour must be given weekly off with wages as admissible, preferably on Sundays.

### **27.1.2 National Holidays & Labour day Holiday**

Three National Holidays viz. Republic Day (26<sup>th</sup> January), Independence Day (15<sup>th</sup> August) and Gandhi Jayanti (2<sup>nd</sup> October) & 1<sup>st</sup> May must be granted to all the workers

with wages.

## **28.0 INCOME TAX**

Income tax at the prevailing rate shall be deducted from the CONTRACTOR's bills as per Income Tax Act. OWNER shall issue necessary TDS Certificate to the CONTRACTOR. Bidders shall provide their PAN No., Service Tax Registration No. & GST/VAT Registration No. in their un-priced bid.

### **Escalation:**

While quoting the rates the contractor should take into consideration all possible causes of escalation as no escalation in rates on any account whatsoever shall be permitted till the completion of this contract or satisfactory completion of the entire scope of work whichever is later

**Ideal Charges** - No idle charge will be paid to the contractors in any case and what so ever reason.

## **29.0 DRAWINGS AND DOCUMENTS**

- 29.1 The drawings (if any) accompanying the bidding document are of indicative nature and issued for bidding purpose only. Purpose of these drawings is to enable the bidder to make an offer in line with the requirements of the OWNER. However, no extra claim whatsoever, shall be entertained for variation in the "Approved for Dismantling" and "Bid Drawings" regarding any changes of work. Dismantling shall be as per drawings / specifications issued / approved by the Engineer-in-charge during the course of execution of work.
- 29.2 The drawings and documents to be submitted by the Contractor to OWNER / STRUCTWEL after award of the work as per the requirements enlisted in the bidding document elsewhere shall be for OWNER / STRUCTWEL's review, information and record. The Contractor shall ensure that drawings and documents submitted to OWNER / STRUCTWEL are accompanied by relevant calculations, data as required and essential for review of the document / drawings by OWNER / STRUCTWEL.
- 29.3 All documents and drawings including those of Contractor's sub-contractor's manufacturer's etc. shall be submitted to OWNER / STRUCTWEL after having been fully vetted in detail, approved and corrected by the Contractor & shall bear Contractor's seal / certifications to this effect. All documents / drawings & submissions made to OWNER / STRUCTWEL without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.
- 29.4 The review of documents and drawings by OWNER / STRUCTWEL shall not be construed by Contractor as limiting any of his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing / documents reviewed by Owner / STRUCTWEL, Contractor shall incorporate the comments as required and ensure their compliance. The subsequent submission by the Contractor of the updated drawings / documents shall be accompanied by a compliance report etc. The submissions calling for repeated reviews by the OWNER / STRUCTWEL shall be avoided by the Contractor.

Any inaccuracies, errors and non-compliance to contractual requirements will be rectified by the Contractor. Delay occurring on this shall be to the account of the Contractor.

### **30.0 ELECTRICAL CONTRACTOR'S LICENCE**

30.1 The Contractor or its nominated Sub-Contractor(s), as the case may be, shall have a valid Electrical Contractor's license for working in the State in which the job site is located. The Contractor shall furnish a copy of the same to Engineer-in-charge before commencement of any electrical work or work pertaining to Electrical System.

No Electrical work or work pertaining to electrical system(s) shall be permitted to be executed without a valid Electrical Contractor's License being produced by the Contractor or Sub-Contractor, as the case may be, intending to execute the work.

### **31.0 CONTRACTOR'S COMPUTERISED BILLING SYSTEM**

Without prejudice to the stipulation in General Conditions of Contract, Contractor should follow the following billing system:

The bills will be prepared by the Contractor on their own PCs as per the standard formats and codification scheme proposed by SPM.

Contractor will submit these data to Owner/ STRUCTWEL in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The Contractor will ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.

Contractor if required by OWNER / STRUCTWEL shall depute their skilled personnel for entering data in SAP system of OWNER for processing the Contractor's bill without any extra cost.

OWNER / STRUCTWEL will utilize these data for processing and verification of the Contractor's bill.

### **32.0 GST/VAT**

Contractor shall submit proper tax invoices for local purchase, as per the GST/VAT Act, to enable SPM to take full input tax credit under Act, in the absence of which, payment shall not be released. T.I.N. No. shall be indicated in all local purchase orders / invoices towards procurement of materials. T.I .N no will be provided to Contractor after the job is awarded.

### **33.0 INSURANCE**

The Contractor shall comply with the provisions of the GCC (General Conditions of Contract)

### **34.0 JURISDICTION**

The Contractor shall comply with the provisions of the GCC.

### **35.0 LIQUIDATED DAMAGES**

In case of delays in completing works in the stipulated time, Owner reserves the right to recover/withhold liquidated damages at 0.5 % of the contract value for every week of delay or part there of subject to a maximum of 5 % of the total contract value until



the work is satisfactorily completed and handed over. Such damages may be deducted by the Owner from any money due to the Contractor and any further amount due from the Contractor.

### **36.0 ORDER OF PRECEDENCE**

The following order of precedence shall be followed in case of any conflict between various parts of the tender specifications:

1. Commercial and General Part Addendum / Corrigendum.
2. Special Conditions of Contract.
3. General Conditions of Contract Technical Part.
4. Drawings.
5. Bill of Quantities (BOQ).
6. Scope of Work.
7. Other Specifications and Standards referenced in the above Specification and Material requisition.
8. Indian Rules and Regulations.

Other National and International Standards. The Bidder shall bring to the notice of STRUCTWEL/SPM any such variations / conflicts between various parts of the tender and obtain approval before proceeding with such information for engineering/design.

### **37.0 PATENTS & ROYALTIES**

The contractor shall fully indemnify the Owner (Shikshan Prasarak Mandali, Pune) and users of materials specified herein/supplied against any action, claim or demand, costs & expenses arising from or incurred by reasons of any infringement or alleged infringement of any patent, registered design, trademark, or name, copyright or any other protected rights in respect of any material supplied or any arrangement, system or method of using, fixing or working used by the contractor. In the event of any claim or demand being made or action sought against owner in respect of any of the aforesaid matter, the contractor shall be notified thereof immediately and the contractor shall at his / its own expense with (if necessary) the assistance of owner (whose all expense shall be reimbursed by the contractor) conduct all negotiations for the settlement of the same and / or litigation which may arise thereof.

**SCOPE OF WORK  
(ANNEXURE – I -TO SPECIAL CONDITIONS OF CONTRACT)**

## 1.0 SCOPE OF WORK

Shikshan Prasarak Mandali is in the process of redevelopment of Welingkar Institute's Girls Hostel Building located at Matunga. In this process the following existing Structures shall be dismantled to make the plot available for construction of New Unit by Shikshan Prasarak Mandali (SPM) with a very tight schedule of completion by within 15/ 30/ 45 days from issuance of LOI. M/s Structwel Designers & Consultants Pvt. Ltd. (Structwel) has been appointed to provide Project Management Consultancy services.

1. Demolition Scope Includes demolition of following structures and disposing of unserviceable materials and for giving 'credit' to serviceable materials of the building:
  - a) Existing Girls Hostel Building (G+2 Structure)
  - b) Compound Wall.
  - c) Pump Room.
  - d) UG tank.
  - e) Septic tank and Chambers.
  - f) Road & Pavers

2. **The contractor for demolition work.**

All the statutory permissions required for Demolition work shall be arranged by the contractor, with no extra cost implication to the owner. Contractor shall arrange for all the demolition permissions including generation of Pull-Down permission, SWM Department permissions and Royalties for disposal of the debris.

The NOC from MCGM SWM department and any other department is mandatory for any sort of removal from site. The rate shall include disposal of the debris & other unserviceable material, transporting the same to the designated unloading site approved by MCGM S.W.M. department, with due permissions of the local authorities, at their own cost.

**The Owner shall pay Bank Guarantee of 5 Lakhs + 0.5% Stamp duty ( or the amount as per the challan for MCGM) in favour of SWM Department of MCGM at the time of concession approval.**

**Note: - The extent of work indicated above shall be assessed by the contractor and contractor shall visit to verify the actual area of the structure prior to bidding.**

The scope of work covers under this contract is to carry out dismantling of structures as listed above as directed by Engineer in charge etc. The contractor shall carry out all types of works listed in 'Schedule of rates' as and when required throughout the period of contract as per the direction of Engineer-in-charge.

Scope of work includes dismantling works as mentioned below but is not restricted to the following. The tenderer shall quote lumpsum Cost of complete demolition of existing Girls Hostel Building, with compound wall and gate, Underground tanks, Pump Room separately.

**Dismantling of RCC (reinforcement steel embedded in concrete) / Steel / composite Structures as listed above.**

The scope involves dismantling of reinforced concrete (reinforcement steel embedded in concrete), plain concrete, brick work, structural steel work or any such other work.

The dismantling scope includes dismantling of buildings and services as mentioned above including all fitted items like doors, windows, ventilators, pelmets, venetian blinds, sanitary fittings, walls and floors, plumbing fittings, wires and electrical fitting. The dismantling scope also includes dismantling of all underground items associated with building / structure listed above within plinth area like foundations, underground cable trenches & cables, U/g pipes etc. The rate should include cost of After accounting for the cost of demolition, disposal of materials as above, and for giving 'credit' to serviceable materials of the building. pipe trenches, chambers, drains & pipes etc.

The consultant at the directions of the Owner from time to time issue further drawings and/or written instructions, detailed directions and explanations which are hereafter collectively referred to as consultant's instructions in regard to : the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work, the removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof, the demolition, removal and/or re-execution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.

The demolition entire work is to be completed in all respects within 15 /30/ 45 days from the date of handing over the possession of the building. The work shall be commenced within a week from the date of acceptance letter issued by the Owner or the date of handing over of site whichever is later. The time is the essence of the contract and shall be strictly observed by the contractor.

The scope includes all excavation with shoring & strutting as directed & backfilling with compaction to be carried out by contractor for dismantling of foundation & underground items as stated above. All excavation shall be done mechanically/ manually as directed & after dismantling and removal of foundations / underground items as stated above, excavated area shall be backfilled with available earth at site / inside plot premises with proper compaction in layers of 150mm using vibro roller to get compaction of 95% proctor density. Excavation and transportation of earth required for backfilling shall be done by contractor at his cost. It is responsibility of the contractor to make the surface of the site levelled and flat after site clearance and to prepare the ground level upto +99.40m (With reference to the survey drawing attached with Tender) for the future construction works.

**All loose items in the building like loose furniture's, loose electrical appliances, TV, computers and its part, PA system, stationery, cupboards, racks and other loose material if any etc. shall be removed and taken over by SP Madali before handing over building for dismantling.**

Before the start of dismantling contractor shall check and ensure that no loose items as mentioned above is inside the building / shed and take clearance to start the dismantling. However, Contractor to note that if any loose items like loose furniture, loose electrical appliances, TV, computers and its part, PA system, stationery, cupboards, racks etc found in the building shall be handed over to SP Madali without any damage.

The term dismantling implies carefully removing without damage below or above ground to the adjacent property.

Cart away all the debris / unserviceable material generated from the work outside the plot premises as per SOR and dispose of it off without giving rise to any complaints from local, municipal and government authorities. Certified copy of gate passes shall be attached with the final bill.

All moveable, salvageable, serviceable material shall be dismantled carefully and transported/ stored as directed by Engineer in charge.

Plumbing fittings etc will be removed carefully by contractor and deposited with SPM as directed by Engineer in charge with no additional cost after these facilities are isolated.

The financial implication of above, if any should be taken care in the quoted rate and no separate claim shall be entertained on this account.

The final bill of the contractor shall be linked with the area cleaning in all respects including disposal of debris/scrap etc. to the entire satisfaction of Engineer in charge.

The contractor without prejudice to the responsibilities to execute and complete the work as per the specifications and time schedule, progressively deploy construction equipment, tools and tackles and further augment the same depending on the exigencies of work and as directed by the Engineer in charge so as to suit the construction schedule within scheduled completion date without any additional cost to the Owner.

**Barricading the area of work all-round as per the Guidelines for Air Pollution Mitigation act per MCGM Notice no MGC/F/1102/ Dated 25-10-2023 at his own cost and enclosure at construction site to avoid spreading fugitive dust into the atmosphere as well as avoid its deposits spreading on the streets/ footpaths/ drains etc. The contractor shall adhere to pollution control norms, dust & the noise level norms during all the activity at site. The barricading of the site shall be property of owner and will be removed after completion of the construction of proposed Girls Hostel Building.**

In general, the work shall be carried out in a manner as not to adversely affect neighbouring structures and activities should be carried out with minimum disturbance, noise, dust, vibrations, shocks etc. While working during odd hours, care has to be taken to see that occupants of neighbouring buildings are not put to any inconvenience due to noise, bright light etc. It is advisable to restrict the working hours between 9am to 6pm.

**The contractor will follow all the Guidelines for Air Pollution Mitigation act per MCGM Notice no MGC/F/1102/ Dated 25-10-2023 (Appendix- A). And make all necessary arrangement for sprinkling water at site time to time to avoid dust pollution for the entire work period.**

Contractor shall mark location for machinery including truck / dumper / pocalin / JCB / Crane / hydra / trailer etc during working/ nonworking condition on the drawing indicating work site.

Contractor at his own cost provide watchman during day and night shift for security of his material / machinery.

The contractor shall submit the list of vehicles utilized for transportation of the debris along with their RTO registration numbers and load carrying capacities to MCGM/ Owner. In the event of any changes in the dates, quantities and route, an intimation for the same will be submitted in advance. All documents mentioned above shall be available for scrutiny to MCGM SWM Dept. Officers at site during progress of the work.

Each of the vehicle deployed shall be properly covered with tarpaulin or any other suitable material firmly fixed on the vehicle to avoid any escape and falling of waste on road.

The Contractor shall maintain Debris transportation Register at site & duly record each trip stating Vehicle Registration numbers, timings of entry and exit and approximate quantities transported in each trip.

The Contractor shall submit a detailed mobilization plan, dismantling plan, removal and transport etc action plan before start of work. Contractor shall submit to SP Mandali list of all type of fittings, fixtures, door /windows fitted in the buildings which are to be dismantled & removed before start of dismantling.

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, Mumbai Municipal Corporation, Utility Service Providers, like Reliance Infrastructure, MTNL, etc, including cordoning off the property from neighbouring properties with proper arrangement like zinc sheet barricading to avoid dust, noise to the occupants of the neighbouring 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 dis-connection of Electrical power to the building and dis-connection of water supply and sanitary connection to the building. The contractor shall ensure the safety requirements laid down by the local authority and/or National Building Code.

The contractor shall be responsible and should indemnify the Owner 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 Owner 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 claim, it should be the sole responsibility of the contractor. The indemnity bond format is enclosed with this document. The contractor shall comply with the provisions of all labour legislation and shall keep the employer saved harmless and indemnified against any claims.

## **2.0 GENERAL**

The work covered in this specification is of a sophisticated nature requiring quality and precision workmanship. This specification calls for the execution of work to the required quality standards in the most expeditious manner to ensure successful and timely commercial operation of the equipment installed. It is essential that the CONTRACTOR has adequate previous experience in similar work under his direct responsibility and supervision. He must have, in his possession, adequate quantities of precision tools and Dismantling/ erection aids and must have on his direct rolls, adequately trained,

qualified and experienced engineers, supervisory staff and other manpower.

The BIDDER shall be deemed to have become thoroughly familiar with the specification requirements, to have studied the available documents / drawings and to have familiarized himself with site conditions before submitting his bid. In his own interest the BIDDER is advised to visit the site on any working day (Monday to Saturday) between 10.00 A.M. to 5.00 P.M. to familiarize himself with the site conditions and the nature of work to be carried out. Any claim on account on non-familiarity after the award of contract will not be entertained by the OWNER / CONSULTANT. The Contractor's scope of work consists of the scope mentioned in the tender, but not limited to the same. The scope of work shall also include other items/works required to complete the work in all respects as per specifications, drawings and instructions of Engineer-in-Charge whether specifically mentioned or not in the tender document.

## **TIME SCHEDULE (ANNEXURE – II TO SPECIAL CONDITION OF CONTRACT)**

### **1.0 TIME SCHEDULE**

Time is the essence of this contract. The entire work, as per scope and provisions of this tender shall be completed **within 15/ 30/ 45 days from the date of issue of Letter of Intent / Award of Contract**. No deviation in this regard shall be entertained. Bidders submitting offers not complying with the schedule requirements are liable to be summarily rejected.

The time of completion shall include the time required for mobilization, demobilization and carrying out the work as per the requirement of the contract document and directions of the Engineer-in-charge.

Though overall completion period is of 15/ 30/45 days, selected contractor is obliged to prepare his schedule for various units/ areas in consultation with STRUCTWEL/SPM after award of contract.



## **MEASUREMENT OF WORKS**

### **(ANNEXURE – III TO SPECIAL CONDITION OF CONTRACT)**

#### **1.0. MEASUREMENT OF WORKS (FOR PROGRESSIVE PAYMENTS)**

Please refer to Technical Section / Schedule of Rates of the enclosed bidding document. The mode of measurement has been given under the respective item /specification in S.O.R. In case for any Item mode of measurement if not given in tender I.S code 1200 shall be followed.

## TERMS OF PAYMENT

### (ANNEXURE – IV TO SPECIAL CONDITIONS OF CONTRACT)

The Bills, Measurements and Payment shall be as per Section-VI of the General Conditions of Contract provided along with the bid documents.

1.0 MOBILIZATION ADVANCE

Not Applicable

2.0 SECURITY DEPOSIT

Rs. 50,000.00 by Cheque / Demand Draft in favor of M/s Shikshan Prasarak Mandali Payable at Pune before commencement of work.

3.0 Liquidated Damages:

0.5%- per week up to a limit of 5% of contract price.

4.0 FINAL PAYMENT BY EMPLOYER

Contractor shall pay 100% of agreed contract amount immediately after receipt of work order. [Security Deposit will be adjusted in final payment.]

# **BIDDER'S QUALITY MANAGEMENT SYSTEM REQUIREMENTS (ANNEXURE – V TO SPECIAL CONDITION OF CONTRACT)**

## **1.0 INTRODUCTION**

This specification establishes the Quality Management System requirements to be met by BIDDER. In case of any conflict between this specification and other provisions of the tender document / MR / PR, the same shall be brought to the notice of SPM, at the stage of bidding and shall be resolved with SPM, prior to the placement of order.

## **2.0 DEFINITION**

### **2.1 BIDDER**

For the purpose of this specification, the word "BIDDER" means the person(s), firm, company or organization who is under the process of being contracted by SPM for delivery of some products (including service). The word is considered synonymous to supplier, contractor or contractor.

### **2.2 PROJECT QUALITY PLAN**

Document tailored from Standard Quality Management System Manual of BIDDER, specifying how the quality requirements of the project will be met.

### **2.3 OWNER**

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

## **3.0 REFERENCE DOCUMENTS**

Bidder shall prepare Quality assurance and Quality Control plan and get it approved from the Consultants

## **4.0 QUALITY SYSTEM REQUIREMENTS**

4.1 BIDDER shall ensure that the responsible authority for execution of the order / contract has communicated the PO / contract requirements including any identified or intended statutory and regulatory requirements to all concerned in sub-contractor's organization who are contributing to the execution of the PO / contract.

4.2 BIDDER shall establish a documented Quality Policy and Quality Objectives to achieve the specified and intended requirement of purchase order / contract.

4.3 BIDDER shall identify and communicate the responsibilities and authorities of the personnel contributing to the execution of the order / contract.

4.4 BIDDER shall deploy competent and trained personnel for various activities for fulfillment of PO / contract. BIDDER shall arrange adequate infrastructure and work environment to ensure that the specification and quality of the deliverable are maintained.

4.5 BIDDER shall do the quality planning for all activities involved in delivery of order. The

quality planning shall cover as minimum the following:

- Resources
  - Product / deliverable characteristics to be controlled.
  - Process characteristics to ensure the identified product characteristics are realized
  - Identification of any measurement requirements and acceptance criteria
  - Records to be generated
  - Need for any documented procedure
- 4.6 Requirements for sub-contracting / purchasing of services specified in contract / tender shall be adhered to. Wherever requirements are not specified, the sub-contractor shall establish and maintain a system for purchasing / sub-contracting to ensure that purchased product / service conforms to specified requirements. Criteria for selection of sub-contractor, evaluation, re-evaluation, maintenance of purchasing data and verification of purchased product (sub-contractor services), constitute important components of this requirement.
- 4.7 BIDDER shall plan and carry production and service provision under controlled conditions. Controlled conditions shall include, as applicable
- a) The availability of information that describes the characteristics of the product
  - b) The availability of work instructions
  - c) The use of suitable equipment
  - d) The availability and use of monitoring and measuring devices
  - e) The implementation of monitoring and measurement
  - f) The implementation of release, delivery and post delivery activities.
- 4.8 BIDDER shall validate any processes for production and service provision where resulting output cannot be verified by subsequent monitoring and measurement. This includes any process where deficiencies become apparent only after the product is in use or service has been delivered.
- 4.9 BIDDER shall establish a system for identification and traceability of product / deliverable throughout product realization. Product status with respect to inspection and testing requirements shall be identified.
- 4.10 BIDDER shall identify, verify, protect and safeguard Owner property (material / document) provided for use or incorporation into the product. If any Owner property is lost, damaged or otherwise found to be unsuitable for use, this shall be reported to the Owner.
- 4.11 BIDDER shall preserve the conformity of product/deliverable during internal processing and delivery to the intended destination. Requirements mentioned in the tender shall be adhered.
- 4.12 BIDDER shall establish system to ensure that inspection and testing activities are carried out in a manner that is consistent with the inspection and testing requirements. Where necessary, measuring equipments shall be calibrated at specified frequency,

against national or international measurement standards; where no such standard exists, the basis used for calibration shall be recorded. The measuring equipments shall be adjusted or re-adjusted as necessary, identified to enable the calibration status to be determined. The measuring equipments shall be protected from damage during handling, maintenance and storage.

- 4.13 BIDDER shall ensure effective monitoring, using suitable methods, of the processes involved in production and other related processes for delivery of the scope of contract.
- 4.14 BIDDER shall monitor and measure the characteristics of the product deliverable to verify that product requirement has been met. The inspection (stage as well as final) by BIDDER and Owner personnel shall be carried out strictly as per the ITPs forming part of the contract. Product release or service delivery shall not proceed until the planned arrangements have been satisfactorily completed, unless otherwise approved by relevant authority and where applicable by Owner.
- 4.15 BIDDER shall establish and maintain a documented procedure to ensure that the product which does not conform to requirements is identified and controlled to prevent its unintended use or delivery
- 4.16 All non-conformities (NCs)/ deficiencies found by the BIDDERS inspection / surveillance staff shall be duly recorded, including their disposal action shall be recorded and resolved suitably. Effective corrective and preventive action shall be implemented by the BIDDER so that similar NCs including deficiencies do not recur.
- 4.17 All deficiencies noticed and reported by Owner shall be analyzed by the BIDDER and appropriate corrective and preventive actions shall be implemented. BIDDER shall intimate Owner of all such corrective and preventive action implemented by him.
- 4.18 BIDDER shall have documented procedure for control of documents and it shall be submitted for Owner comments.

All project records shall be carefully kept, maintained and protected for any damage or loss until the project completion, then handed over to Owner as per contract requirement, or disposed as per relevant project procedure.

## **5.0 AUDITS**

BIDDER shall plan and carry out the QMS audit for the job. Quality audit program shall be for systematic audit and surveillance of detailed design, procurement, Dismantling management and commissioning, contractor and sub-contractors (as applicable).

The audit programs and audit reports shall be submitted to OWNER / STRUCTWEL as per BIDDER'S documentation requirement matrix. STRUCTWEL or OWNER'S representative reserves the right to attend, as a witness, any audit conducted during the execution of the WORKS.

## **6.0 DOCUMENTATION REQUIREMENTS**

Bidders shall submit the following documents.

Sr. No.	Document	To Be Submitted		No.of Copies
		At Bid Stage	After Award of Job	
1.	QA and Quality control Plan	✓		04
4.	Organization chart a) for complete organization b) for the project	✓ ✓	✓	04 04

# HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT (ANNEXURE – VI TO SPECIAL CONDITION OF CONTRACT)

## SAFETY REGULATIONS:

### 1 GENERAL:

Contractor shall adhere to safe Dismantling practice and guard against hazardous and unsafe working conditions and shall comply with Employer's safety rules as set forth herein.

### 2 SAFETY REGULATIONS:

In respect of all labour, directly or indirectly employed in the work for the performance of Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of Indian Standards Institution, statutory requirements of Factory Building Act and all other statutory requirements, Regulations, Rules, and orders made there under and such other acts as applicable. Special attention shall be given to the various provisions of safety codes of Factories Act, 1948 & statutory amendments or modifications enforced time to time.

The Contractor shall observe and abide by all safety, fire safety regulations adopted by the Employers. Before starting Dismantling work, Contractor shall consult Employers safety Security officer and must make good to the satisfaction of the Employer any loss or damage due to fire to any portion of the work done or to be done under this contract or to any of the Employer's existing property.

The Contractor shall organize his operations in a workmanlike manner and take all necessary precautions to provide safety and prevent accidents on the site to both person and property. The Consultant shall have the power to require the Contractor to adopt from time to time such measures as he may consider necessary to ensure the above requirement.

#### Safety Regulations:

- (i) All personnel of the Contractor working within the plot premises site shall be provided with safety helmets, safety shoes, goggles, gloves and Safety Harness for working at height. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- (ii) Adequate precautions shall be taken to prevent from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
- (iii) Contractor shall maintain first aid facilities for his employees and those of his specialized agencies.
- (iv) All critical, industrial, reportable and fatal injuries shall be reported promptly to Employers first and then to Factory Building inspector's office and police department and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Employers. A Contractor shall take all necessary action vis-à-vis the compliance of statutory requirements of said authorities. Contractors shall settle all such incidences and keep the Employer indemnified against complications arising out of the same.

**3      GENERAL RULES:**

Smoking within the Work Area, is strictly prohibited Violators of the “No Smoking” rules shall be discharged immediately

**4      CONTRACTOR’S BARRICADES:**

- i) Contractor shall erect and maintain at his own cost barricades required in connection with his operation to guard or protect the entire working area including storage, sea fronts and site offices etc.
- ii) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at night without any extra cost.
- iii) Complete dismantling site shall be barricaded by contractor without any extra cost. Temporary barricading shall be done for minimum 6.0 mt height using Color coated GI sheets with proper supporting system made of structural steel and shall have wicket gate and material gate. Security shall be provided to all gates to control the entries without any extra cost.
- iv) The contractor has to provide Sign board at site with detailed name of project, name of client and name of consultant with name of contractor at the entrance of the site and shall be clearly visible without any extra cost.
- v) The Contractor shall also comply with the provisions of Environment Protection Act with regard to air, water & noise pollution.
- vi) The contractor shall provide suitable safety net to prevent damage to man / material at site without any extra cost.
- vii) Contractor’s employees and those of his agencies shall become acquainted with Employer’s barricading practice and shall respect the provisions thereof.
- viii) Contractor to make proper arrangement for barricading and curtaining off all the existing parts of the factory using Color coated GI sheets with proper supporting system made of structural steel as directed by the engineer in charge.

**5      SCAFFOLDING: ALL SCAFFOLDS ARE STEEL DOUBLE LEG WITH HORIZONTAL MEMBERS AT EVERY THREE FEET AND PROPERLY TIED Laterally WITHOUT MAKING HOLES IN THE MASONRY. NO EXTRA PAYMENTS SHALL BE ENTERTAINED TOWARDS THIS AND CONTRACTOR’S RATES SHALL BE INCLUSIVE WITH THESE CONDITIONS.**

- i) Suitable scaffoldings shall be provided for workmen for all works that cannot safely be done from the ground or from solid Construction except such short period works as can be done safely form ladders. When a ladder is used a Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable foot-holds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical)
- ii) Scaffolding or staging more than 4 meters above the ground or floors swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one meter high above the floor or platform of such scaffolding or staging and extending



along with entire length of the outside the 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. Only steel scaffolding with 'H' frames and double support, properly braced shall be allowed to be used.

- iii) Working platform, gangways and stairways shall be so constructed that they should not sag unduly or unequally and if the height of the platform or gangway or the stairway is more than 4 meters above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.
- iv) Every opening in the floor of a building or in a working platform is provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 meter.
- v) 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 9 meters in length. The width between the side rails in run ladder shall in no case be less than 30 cm for ladder up to and including 3 meters in increased at least 15 mm for each additional meter of length. Uniform step spacing shall not exceed 30cms. Adequate precautions shall be so stacked or placed as to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the Contractor be compromise any claim by any such person.
- vi) The Contractors shall give all technical details about scaffolding systems before erecting the same and only after obtaining specific sanction from Client/consultants shall erect the same. In any case all the responsibility of safety aspect shall be borne by Contractors only.
- vii) The contractor should provide aluminum staircase for easy access to the scaffolding and other inspection areas free of cost.

## 6 **EXCAVATIONS AND TRENCHING:**

All trenches 1.2 meters or more in depth shall at all times be supplied with at least one ladder for each 5 M length or fraction thereof including shoring and strutting if required. Ladder shall be extended from bottom of the trenches to at least 1 meter above the surface of the ground. The sides of the trenches which are 1.5 meters in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

## 7 **GENERAL SAFETY:**

- i) Before any Dismantling work is commenced and also during the process of the Dismantling work,
  - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - b. No electric cable or apparatus, which is liable to be a source of danger, shall remain electrically charged.
  - c. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

All persons connected with the execution of works shall wear safety helmets, safety shoes, gloves, safety belts, shields, goggles and protective appliances, safety ladders, platforms etc. to the specific requirements of the work.
  - d. Suitable screens, curtains (plastic mesh or fabric) shall be provided. The same shall be maintained in good condition at all the times.
- ii) All necessary personal safety equipments as considered adequate by the CLIENT/CONSULTANTS shall be kept available for the use of the persons employed at the site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by persons concerned as outlined below:
  - a. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
  - b. Those engaged in white washing and mixing or stacking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles.
  - c. Those engaged in welding and cutting works shall be provided with protective face and eye-shields, hand gloves etc.
  - d. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - e. When workers are employed in sewers and manholes which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and providing with warning signals or board to prevent accident to the public.
  - f. The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
    - I. No paint containing lead or lead product shall be used except in the form of paste or ready-made paint.

- II. Suitable face masks shall be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
  - III. Overall shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them on cessation to work.
- iii) When the work is done near any place where there is a risk of drowning all necessary safety equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
  - iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standard or conditions: -
    - a. These shall be of good mechanical Construction, should materials and adequate strength and free from patent defects and shall be kept in good working order.
    - b. Every rope used in hoisting or lowering materials or as 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 should be in charge of any hoisting machine including any scaffolding winch or give signals to the 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, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
    - e. In case of departmental machine, the safe working load shall be notified by the CLIENT/ CONSULTANTS. As regards Contractor's Machine, the Contractor shall notify the safe working load of the machine to the CLIENT/ CONSULTANTS whenever he brings any machinery to site of work.
  - v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards. Hoisting appliances shall be provided with such means as to reduce to the minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum the risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulting mats, wearing appeal such as gloves sleeves and boots as may be necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
  - vi) All scaffoldings, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffoldings, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall

be provided at or near place of work. The Contractor shall indemnify the Employer against any damages whatsoever arising due to injury sustained by any person because of no provision of adequate barricades/fencing and lighting arrangements.

- vii) These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- viii) All safety measures for demolition activities shall be as per BIS, unless and otherwise as stated.
- ix) All ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be opened to inspection by the welfare officer of the company or CLIENT/CONSULTANTS or their representatives.
- x) Notwithstanding the above clauses there is nothing in these to except the Contractor from the operations of any other ACT or rules in force in the Republic of India. The works throughout, including any temporary works, shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic in any roads or footpaths at the site or in vicinity thereto or any existing works whether the property of the Employer or of a third party.

**8 CARE IN HANDLING INFLAMMABLE GAS:**

The Contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders / inflammable liquids / paints etc, as required under the laws and/or as advised by the security officer of the Employers.

**9 TEMPORARY COMBUSTIBLE STRUCTURES:**

Temporary combustible structures will not be built near or around work site.

**10 PRECAUTIONS AGAINST FIRE:**

The Contractor will have to provide adequate Fire Extinguishers / Fire Buckets and drums at work site as recommended by Client/client/consultants representative. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/inflammable liquid/paints etc. as advised by CLIENT/CONSULTANTS. Temporary combustible structures will not be built near or around the work site.

**11 EXPLOSIVES:**

Explosives shall not be stored or used on the works or on the site by the Contractor without the permission of the Client/consultants representative in writing and then only in the manner and to the extent to which such permission is give. When explosives are required for the works they shall be stored in a special magazine to the provided at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which responsibility of the Contractor shall indemnify the Employer against any loss or damage resulting directly or indirectly.

12 **PRESERVATION OF PLACE:**

The Contractor shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen and others employed on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the work. In the event of the Employer requiring the maintenance of special police force at or in the vicinity of the site during the tenure of works, the expense thereof borne by the Employer shall be recoverable from the Contractor.

13 **OUTBREAKS OF INFECTIOUS DISEASES:**

The Contractor shall remove from his camp such labor and their families as refuse protective inoculation and vaccination when called upon to do so by the Client/consultants representative. Should cholera, plague or other infectious diseases break out the Contractors shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on the sites as required by Client/consultants representative failing which within the time specified in the Consultant's requisition, the work may be done by the Employer and the cost thereof recovered from the Contractor.

14 **USE OF INTOXICANTS:**

The sale of adent spirits or other intoxicating beverages upon the work in any of the buildings encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees is forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the Contractor shall abide by the safety code provision as per Indian Standard Safety Code framed from time to time.

15 **BREACH OF SAFETY REGULATIONS:**

Breach of safety regulations will be viewed very seriously and the Contractors shall be liable for punitive action as will be recommended by the safety officer of the Employers. A minimum fine of Rs. 1000/- will be deducted from RA bill for every safety breach in that month

16 **REMOVAL OF IMPROPER WORK AND MATERIALS:**

- 1) The client/consultant shall during the progress of the Works have power to order in writing from time to time.
  - (a) The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the client/consultant are not in accordance with the Contract.
  - (b) The substitution of proper and suitable materials and
  - (c) The removal and proper re-execution (not withstanding any previous test thereof or Interim payment thereof) of any work which in respect of materials or workmanships not in the opinion of the client/consultant in accordance with the Contract.
- 2) Default of Contractor in compliance:

In case of default on the part of the Contractor in carrying out such order the Client shall be entitled to employ and pay other persons to carry out the same

and all expenses consequent thereon or incidental thereto shall be borne by the Client and shall be recoverable from him by the Client or may be deducted by the Client from any monies due or which may become due to the Contractor. Appropriate deductions may be made in the payment due to the contractor if in the opinion of the client/consultant any part of the work has not been carried out by the contractor in accordance with the contract and the specifications. Amount of such deductions will be decided by the client/consultant.

**17. WORK PERMITS:**

Note before starting any work a work permit will have to be taken from the clients representative. There will be proper check on all safety parameters before start.

**18. SPECIAL PRECAUTIONS FOR DISMANTLING ACTIVITIES.**

The work shall be carried out in a safe manner as per factory norms & work permit condition shall be scrupulously followed. The work should be planned and undertaken only under the Supervision of a competent person.

No idle time wages or compensation for temporary stoppages of work or restrictions would be paid and the rate quoted for various items of work should cover the cost of all such contingencies and eventualities. Substantial structures and utilities exist both above ground and underground, adjacent to the work site, Special care is necessary in transportation, storage, working on equipments and other construction activities to protect the existing features and prevent damage to any facility. Necessary protective structures, barricades etc. have to be erected at various places as directed by Engineer in charge. No extra payment of such protective work will be made all roads and open areas adjacent to the work site shall either be closed or suitably protected.

No electrical cables or apparatus which is liable to be source of danger shall remain electrically charged.

No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe. An initial survey should be carried out to identify any structural problems.

The dismantling shall always be planned before hand and shall be done in reverse order of the one in which the structure was constructed. A method of Dismantling should be formulated after the survey and recorded in a method statement having taken all the various considerations into account and identifying the problems and their solutions. The scheme shall be got approved from the Engineer before starting the work.

Necessary propping and/or under-pinning shall be provided for the safety of the adjoining work or property before dismantling work is taken up and the work shall be carried out in such a way that no damage is caused to the adjoining structure or property . Temporary supports, enclosures or partitions shall also be provided as deemed necessary.

Necessary precautions shall be taken to keep down the dust nuisance.

Dismantling shall be done in a systematic manner. All materials which are likely to be damaged by dropping from a height or demolishing roof sheets , masonry if any etc. shall be carefully removed first . The dismantled articles shall be passed by hand where

necessary, lowered to the ground and then properly stacked as directed by the Engineer.

The contractor shall divert and maintain disconnected services whether temporary or permanent if required as directed by the Owner /Engineer.

The contractor to note that while using such pneumatically operated tools, necessary precautionary measures to be taken so that adjacent members are not damaged/cracked.

Dismantling shall be done manually using hand operated chisel with flat face hammers. The weight of the hammer shall be generally 15 lbs where pneumatic/ electric driven tools are not permissible.

Dismantling of structural steel shall be done in a safe manner by Gas cutting/cold cutting. Contractor shall make proper booth as per SPM's safety requirement for Hot work and as per permit conditions. Running water hose and DCP bottle shall be kept during hot work. Dismantled structure should be lowered down on ground with safely using proper lifting tools/crane/hydra etc as applicable.

Contractor shall take special care while dismantling and arrange for lifting tools and tackles with proper scaffolding as per SPM's safety standards so that nothing falls down while dismantling and entire job is completed with safety.

Concrete sawing or cutting using standard concrete cutters/ or any other method shall also be permitted depending upon the type of Structure and with the approval of the Engineer.

Care should be taken not to demolish any parts which would destroy the stability of other parts.

Demolition activities should not be continued under adverse climatic conditions such as high winds which could cause the collapse of already weakened structures.

To prevent hazards parts of structures should be adequately shored braced or otherwise supported.

Structures should not be left in a condition in which they could be brought down by wind pressure or vibration. Where a deliberate controlled collapse technique is to be used expert engineering advice should be obtained.

All precautions should be taken to prevent danger from any sudden twist, spring or collapse of steel work iron work or reinforced concrete when it is cut or released.

Steel construction should be demolished tier by tier.

Structural steel parts should be lowered and not dropped from a height.

Contractor shall arrange all required safety gadgets like safety helmet, safety Belt, safety shoes, Boiler suit, Gloves, Goggles etc. for their workmen and maintained in condition suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.

Contractor shall submit detailed safety action plan & quality assurance plan before start of work within 3 days from the date of PO & get it approved from Shikshan Prasarak Mandali, Pune.



## **WORK IN MONSOON**

### **SPECIAL PRECAUTIONS & MOBILISATION REQUIREMENTS (ANNEXURE – VII TO SPECIAL CONDITION OF CONTRACT)**

Contractor must take due cognizance of the presence of rainy season / days in his scheduled completion period and accordingly, shall take all necessary actions to protect, reorganize and progress the work, uninterruptedly during the monsoon period.

Contractor to collect all meteorological data from the local authority and collect necessary information about the intensity, frequency and period of rainy season.

No extension of time due to interruption / suspension of work, water logging, reduced / slowing down of progress, non-availability of manpower etc., whatsoever may be the reason, shall be tenable on account of monsoon and further no claim for stand-by of manpower and equipment, other resources etc shall be paid for.

The successful bidder shall be required to submit within 15 days of Letter of Acceptance of offer / award of work, to the Engineer-in-Charge / SPM his contingency plan for work during monsoon clearly stating their methodology / strategy to progress uninterruptedly during monsoon mentioning the deployment of resources viz. numbers, capacity, category of equipment and manpower on a weekly basis for approval. The contingency plan shall include all provisions for constructing and maintaining temporary infrastructure like approach road, temporary drains in and around work area, dewatering whether natural or forced to keep the work area free from water logging so as to maintain the same always in a state worthy of vehicular, human and equipment movement. The work area shall be so isolated as to restrict run-of from the adjacent areas in the work area / site.

Additionally, localized (structure wise) monsoon protection shall be provided in order to facilitate work.

The contractor must indicate the structures / areas that he would like to progress (as per the project schedule and priority) particularly during the monsoon clearly indicating the sub-phases of Demolitions.

Contractor shall procure and stock sufficient quantities of materials adequate for the planned volume of the work during the monsoon, well in advance of the onset of same so that progress of work is not affected on this account. The Engineer-in-charge shall be free to inspect such storing arrangement (particularly at places outside of the pant areas), at any appropriate time as deemed fit by him.

All electrical installations, equipment shall be placed on plinths above ground under proper rain shed to avoid any inundation, short circuit and hazards of electrocution.

To maintain the standard welding quality and progress, localized welding booth in sufficient numbers as per instruction of Engineer-in charge shall be installed for protection against wind and rain.

Contractor's item rates shall include all costs and expenses including supply of materials required for monsoon protection like tarpaulins, shed, structural, GI sheet etc. for the above provisions and no separate payment shall be made on this account.

## QUALIFICATIONS AND EXPERIENCE OF KEY SUPERVISORY PERSONNEL

### (ANNEXURE – VIII TO SPECIAL CONDITION OF CONTRACT)

Bidder shall deploy people with experience relevant to the project. The following are the minimum requirements, which the Bidder shall abide by:

CATEGORY	QUALIFICATION & EXPERIENCE
SITE ENGINEER (1NOS)	Degree/ Diploma in relevant Engg. discipline with minimum 5 years experience in Construction/Dismantling
SITE SUPERVISORS (1NOS)	Minimum 3 years relevant experience in Construction/Dismantling.
SAFETY SUPERVISOR (1NOS)	min. 3 years relevant experience in Construction/ Dismantling.

#### PENALTY FOR NON MOBILIZATION OF KEY SUPERVISORY PERSONNEL:-

1. Penalty for non-mobilization per day per person after the contractual mobilization period unless agreed otherwise by the Engineer-in-Charge:
  1. Rs. 5000/- for Resident construction manager/ Resident Engineer/ Site-in-charge
  2. Rs. 3000/- for Project Engineer/ Site engineer/ Site supervisor/ Safety supervisor
2. Penalty for non-mobilization per day per person after completion of the mobilization period agreed during Kick off Meeting unless agreed otherwise by the Engineer-in-Charge:
  1. Rs. 5000/- for Resident construction manager/ Resident Engineer/ Site-in-charge
  2. Rs. 3000/- for Project Engineer/ Site engineer/ Site supervisor/ Safety supervisor

Notes: (for Penalty clauses)

All intervening off days (Sundays etc.) and holidays will be counted for levy of penalty

- a) Mobilized personnel shall not be demobilized till contractual completion or based on consent of Engineer-in-Charge else penalties as above shall be applied,
- b) Total of above penalties shall not exceed 3% of the contract value
- c) The above penalties are over & above all other contractual provisions for late mobilization of resources.

**Proposed Demolition of Area of Existing Girls Hostel Building Premises for Welingkar Institute located at Plot No 226(C. S. No. 202B/10), Matunga (E)-400019, Mumbai, India.**

**COMPLETION CERTIFICATE**

Date of commencement of work :  
Date of completion of work as per agreement :  
Actual date of completion of work :  
Extension of time granted : Yes / No / Recommended  
If yes, the letter ref. no. : Dated.  
Value of Completed work : Rs.  
Date of Taking over of the completed work :

Certified that the above work has been completed in all respects as per drawings, specifications and directions of Engineer-in-Charge on ..... and has been taken over from the contractor.

It is also certified that the contractor has cleared / cleaned the site (witnessed by the concerned Engineer from SPM on dated. ....as directed by Engineer-in-Charge.

Engineer-In-Charge \_\_\_\_\_ Name: \_\_\_\_\_

Countersigned: \_\_\_\_\_

Departmental Head: \_\_\_\_\_

Name: \_\_\_\_\_

**Proposed Demolition of Area of Existing Girls Hostel Building Premises for Welingkar Institute located at Plot No 226(C. S. No. 202B/10), Matunga (E)-400019, Mumbai, India.**

**NO DEMAND CERTIFICATE ( on contractor letter head )**

- 1 NAME OF WORK : \_\_\_\_\_
- 2 NAME OF CONTRACTOR : \_\_\_\_\_
- 3 DATE OF AWARD : \_\_\_\_\_
- 4 TIMEALLOWED FOR COMPLETION: \_\_\_\_\_
- 5 SCHEDULEDATEOF COMPLETION ASPER AGREEMENT : \_\_\_\_\_
- 6 ACTUALDATEOF COMPLETION : \_\_\_\_\_

**CERTIFICATE THAT**

1. The recoveries in respect of material issued to the contractor have been made from RA bills. Balance if any is to be recovered from final bill as per the statement enclosed.
2. Water or Electricity will not be made available by Shikshan Prasarak Mandali, Pune.
3. The contractor has made payment to the labour engaged by him and no complaint has since been received from any of the labour employed by the contractor in the performance of the above work. A certificate from sub-contractor to this effect is enclosed.
4. Work has been completed satisfactorily and is according to the specifications laid down in the contract.
5. None of the heavy equipment were given to the contractor on hire basis and nothing is recoverable on this account or recoveries in respect of hire charges of heavy equipment have been made from RA bill. Balance if any is to be recovered from Final bill as per statement enclosed.
6. Labour hutments have been/have not removed by the sub-contractor and ground rent is to be recovered as per statement enclosed.
7. The work has been completed within the schedule period.

OR

The completion of the work has been delayed by \_\_\_\_\_months/days and as such the recovery of liquidated damages to the extent of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) may be made.

Extension for \_\_\_\_\_months/days has been granted by the competent authority vide letter No. \_\_\_\_\_ dated. \_\_\_\_\_.

8. The requisite obligations as per contract have been fulfilled by the contractor.

ENGINEER-IN-CHARGE \_\_\_\_\_

RCM / CHIEF PROJECT MANAGER \_\_\_\_\_

ACCOUNTS \_\_\_\_\_ DATE \_\_\_\_\_

**Proposed Demolition of Area of Existing Girls Hostel Building Premises for Welingkar Institute located at Plot No 226(C. S. No. 202B/10), Matunga (E)-400019, Mumbai, India.**

**NO DUE CERTIFICATE**

NAME OF CONTRACTOR: M/S \_\_\_\_\_

DESCRIPTION OF WORK: \_\_\_\_\_

WORKORDER NO. &DATE: \_\_\_\_\_

ACTUALDATEOF COMPLETION OFJOB: \_\_\_\_\_

We certify that we have fully paid and satisfied all claims for the work relating to labors, materials supplied equipment and any other entitlement whatever touching or affecting the contract. We undertake to indemnify and keep indemnified the owner from and against all claims, demands, debts, lines obligations and liabilities whatever arising there from or relating thereto.

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**SIGNATURE OF CONTRACTOR**

**NAME :** \_\_\_\_\_

**ADDRESS :** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Proposed Demolition of Area of Existing Girls Hostel Building Premises for Welingkar Institute located at Plot No 226(C. S. No. 202B/10), Matunga (E)-400019, Mumbai, India.**

**SITE CLEARANCE CERTIFICATE**

NAME OF CLIENT :  
NAME OF CONSULTANT :  
NAME OF CONTRACTOR :  
P.O. NO. AND DATE :  
NAME OF WORK :  
COMPLETION TIME OF JOB:

WE HERE BY CERTIFY THAT ALL YOUR MATERIAL, EQUIPMENTS, SITE OFFICE ETC. HAS BEEN REMOVED FROM THE \_\_\_\_\_ SITE. WE HAVE CLEARED THE SITE IN ALL RESPECT AND HANDED IT OVER TO SHIKSHAN PRASARAK MANDALI, PUNE.

\_\_\_\_\_  
**SIGNATURE OF CONTRACTOR**

**NAME:**

**ADDRESS:**

**DATE:**

**Proposed Demolition of Area of Existing Girls Hostel Building Premises for Welingkar Institute located at Plot No 226(C. S. No. 202B/10), Matunga (E)-400019, Mumbai, India.**

**LABOUR LIABILITY CERTIFICATE**

NAME OF CLIENT :  
NAME OF CONSULTANT :  
NAME OF CONTRACTOR :  
P.O. NO. AND DATE :  
NAME OF WORK :  
COMPLETION DATE OF JOB:

WE HERE BY CERTIFY THAT ALL OUR LIABILITIES TOWARDS OUR DEPLOYED LABOUR HAVE BEEN CLEARED BY US AND WE KEEP SPM & CONSULTANT \_\_\_\_\_ INDEMNIFIED AGAINST ABOVE LIABILITIES.

\_\_\_\_\_  
**SIGNATURE OF CONTRACTOR**

**NAME:**

**ADDRESS:**

**DATE:**

(on Rs.100/-stamp paper )

DATE:

## INDEMNITY BOND

This Indemnity Bond made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between, SPM a company incorporated under companies Act, 1913 and having its registered office at Shikshan Prasarak Mandali, Sharada Sabhagriha, S P College Campus, Tilak Road, Pune 411030 - Maharashtra, hereafter referred to as the Company (which expression shall unless excluded by or repugnant to the context mean included its successors and assigns) of the One Part and

\_\_\_\_\_ hereinafter referred to a CONTRACTOR (which expression shall in case of proprietorship shall mean his heirs, executors, representatives/in case of partnership firm mean and include the heirs, executions and representatives of deceased partner and the surviving partners/in case of limited company shall mean and include its successors and permitted assigns) of the other part. WHEREAS by an agreement reference \_\_\_\_\_ dated. \_\_\_\_\_ day of \_\_\_\_\_ made between the parties herein the contractor was awarded a job to be performed on the terms and conditions contained therein.

AND WHEREAS in terms of the said agreement the contractor had to comply with all the provisions of the ESI Act and rules as also all the provisions of contract labour (Regulations and Abolition's) Act 1970 and rules thereof, Factories Act 1948 and rules thereof, Minimum Wages Act and rules thereof, Payment of Wages Act 1936 and rules thereof, Inter-state Migrant workers Act 1979 and rules thereof, Equal Remuneration's Act 1976 and rules thereof, Workmen's Compensation Act 1923 and rules thereof, Payment of Bonus Act 1965 and rules thereof and Payment of Gratuity Act 1972 and rules thereof, Employees Provident Fund Act and Miscellaneous Provisions Act 1952 and rules thereof and only other Acts which are applicable in respect of workmen engaged by the contractor for the aforesaid job of the company. AND WHEREAS the contractor has to regularly pay the subscriptions from the employee's wages along with company's contribution as per the provision of ESI Act, P.F. Act and / or any other applicable Act and provisions for Gratuity Act also. AND WHEREAS it has been agreed between the parties that in the event the company is liable or made liable to make any payments or suffer any loss in respect of the obligation of the contractor towards its labour under the aforesaid Acts or any other law as may be applicable at any point of time then in such case contractor will make good all such payment to the company in this regard.

AND WHEREAS it has been further agreed that the company at its sole discretion will be entitled to deduct such money as may be required for complying the aforesaid obligation of the contractor out of the bills presented by the contractor.

NOW IT IS AGREED THAT

1. The contractors hereby agreed to indemnity or keep the company indemnified against any loss, damage or claim which the company may suffer due to non-compliance or wrong compliance of any of the provisions of law as stated above or such other laws which are applicable in respect of this contract.



2. The company shall be at liberty to deduct such sum, as it may think fit, to keep them indemnified against the aforesaid possible loss or damage to be suffered by the company.

IN WITNESS WHEREOF the aforesaid contractor has signed and delivered on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

By \_\_\_\_\_

In Mumbai

In the presence of:

**SECTION 3**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

## CONDITIONS OF CONTRACT

### 1. DEFINITIONS :

1. In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.
  - a. “**Employer/** Owner / Client means “ **M/s Shikshan Prasarak Mandali, Pune**”.
  - b. “**Contractor**” means the person or persons, firm or company whose tender has been accepted by the Employer and includes the Contractor’s Representatives successors and permitted assigns.
  - c. “**Sub-Contractor**” means the person or persons firm or company named in the contract for executing any part or to whom any part thereof has been sub-let with the consent in writing of the Employer.
  - d. “**Consultants**” shall mean M/s. Structwel Designers & Consultants Pvt. Ltd., having their Registered office, who have been appointed as Architects and Engineering Consultants by the Employers for this project.
  - e. “**Consultant’s Representative**” means any Resident Engineer or assistant of the engineer or clerk of works or any other person appointed from time to time by the Consultant to perform the duties set forth in clause hereof, whose authority shall be notified in writing to the Contractor by the Consultant.
  - f. “**Contract**” means the Instruction to Tenderers, the Tender, the written acceptance thereof, the Contract agreement (when completed), Conditions of Contract, Specifications, Schedules and Annexures and Drawings.
  - g. “**Specification**” means the specification referred to in the Tender and any modifications thereto or addition thereto as may from time to time be furnished or approved in writing by the Consultant/Employer.
  - h. “**Drawings**” means the drawings referred to in the specification and any modifications of such drawings approved by the Consultant/Employer.
  - i. “**Contract Price**” means the sum named in the Tender subject to such additions or deductions there from as may be made under the provisions hereinafter contained.
  - j. “**Works**” shall mean and include the permanent works to be constructed completed and maintained in accordance with the contract.

- k. **“Plant and Equipment”** shall mean plant, machinery, equipment pipe work services and all other things to be provided, erected, installed, commissioned and maintained in accordance with the Contract.
- l. **"Temporary works"** means all temporary works of every kind required in or about the execution completion and maintenance of the works and plant.
- m. **“Constructional Plant”** means all appliances or things of whatsoever nature required in or about the construction completion and maintenance of the Works and Plant or Temporary Works but does not include materials or things intended to form or forming part of the works and plant.
- n. **“Site”** means land and other places on under in or through which the works are to be executed or carried out and the plant and equipment installed and any other lands and places provided by the Employer for the purpose of the Contract.
- o. **“Approved”** :means approved in writing including subsequent written confirmation of verbal approval and `approval' means approval in writing including as aforesaid.

1.2 Singular & Plural :

Words imparting the singular only also include the plural and vice versa where the context requires.

1.3 Marginal Headings or Notes :

The marginal headings or notes shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction of the various clauses or of the contract.

1.4 Works include Plant/Equipment :

The term `Works' shall be deemed to include `plant' and `equipment' as herein above defined wherever the context so requires but NOT vice-versa.

- 1.5 The terms "Bill of Quantities" & "Schedule of Prices" shall be treated as synonymous.

2. **THE DUTIES AND POWERS OF CONSULTANT'S REPRESENTATIVE** :

The duties of the Consultant's Representative are random / frequent supervision of the construction works with respect to the technical aspects, strengths of various structures, quality of work by deploying team of engineers and adherence of time schedule for execution of work and thereby apprising SPM of any shortcomings / delays. Consultant shall examine all Test Reports of all materials to be used and workmanship employed in connection with the works.

The consultant shall be authorized to check all RA Bills and Final Bill submitted by the contractor after completion of identified major stages of work and measurement of works done.

**ASSIGNMENTS :**

The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or there under ( no charges in favor of anyone to implicate society as Employer under contract ) without the prior written consent of the Employer

3. **SUB-LETTING:**

(a) The Contractor shall not sub-let the whole of the Works. Except where otherwise provided by the Contract the Contractor shall not sublet any part of the Works without the prior written consent of the Employer (which shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts defaults and neglects of any Sub-Contractor, his agents servants or workmen as fully as if they were the acts default or neglects of the Contractor his agents servants or workmen. Provided always that the provision of labour on a piece work basis, raw materials for the construction of the works, and items of Plant/Equipment for which makes are named in the Contract shall not be deemed to be a sub-letting under the clause.

(b) **Assignment of Sub-Contractor obligations :**

In respect of the work executed or the goods or materials supplied, in the event of a Sub-Contractor having undertaken towards the Contractor any continuing obligation extending for a period exceeding that of the Period of Maintenance under this Contract the Contractor shall at the expiration of the Period of Maintenance assign to the Employer at the Employer's request the benefit of such obligation for the unexpired duration thereof.

4. **EXTENT OF CONTRACT :**

NIL.

5. **DOCUMENTS MUTUALLY EXPLANATORY:**

The several documents forming the Contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and adjusted by the Consultant who shall thereupon issue to the Contractor instructions directing in what manner the work is to be carried out. Provided always that if in the opinion of the Consultant compliance with any such instruction shall involve the Contractor in any expense which by reason of any such ambiguity or discrepancy the Contractor did not and had reason not to anticipate the Consultant shall certify and the Employer shall pay such additional sum as may be reasonable to cover such expense.

7. **DRAWINGS:**

(a) Existing Drawings shall be issued to the successful contractors at the time of executing the contract and any further drawings or specifications that

may be required by the contractor for the execution of the work shall be requested by him well in advance.

(b) One Copy of drawings to be kept at Site :

One copy of the drawings shall be kept by the Contractor on the site and the same shall be available for inspection and use by the Consultant and by any other person authorized by the consultant in writing.

8. **FURTHER DRAWINGS AND INSTRUCTIONS :**

The Consultant shall have full power and authority to supply drawings to the Contractor from time to time during the progress of the Works such further drawings for adequate execution and maintenance of the Works and the Contractor shall carry out and be bound by the same.

9. **CONTRACT AGREEMENT:**

The Contractor shall when called upon to do so enter into and execute a contract agreement in the form annexed with such modifications as may be necessary.

10. **SECURITY FOR DUE PERFORMANCE:**

The Earnest Money shall converted as a Security deposit for the due and proper performance of the Contract. The Security deposit shall not bear any interest and shall be refunded to the Contractor in the manner detailed herein after.

11. **INSPECTION OF SITE :**

The Contractor shall inspect and examine the Site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the site and the quantities, nature of the work and materials necessary for the completion of the Works and the means of access to the Site the accommodation he may require and in general shall himself obtain all necessary information as to risks contingencies and other circumstances which may influence or affect his tender.

12. **SUFFICIENCY OF TENDER :**

The Contractor 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 stated in the priced schedule of Prices (if any) which rates and prices shall except in so far as it is otherwise provided in the Contract cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works. if however, during the execution of the works unfavorable physical conditions (other than weather conditions or ground water conditions) or artificial obstructions are encountered, the Contractor shall forthwith give written notice thereof to the Consultant's Representative and (if in either case) such conditions could not in the opinion of the Consultants have been reasonably foreseen by an experienced Contractor then the Employer shall pay the additional expense to which the Contractor shall have been put by reason of such conditions including the proper and reasonable expense

- (a) of complying with any instruction which the Consultant may issue to the Contractor in connection therewith and
- (b) of any proper reasonable measures approved by the Consultant which the Contractor may take in the absence of specific instructions from the Consultant.

13. **WORK TO BE TO THE SATISFACTION OF THE CONSULTANT :**

Save in so far as it is legally or physically possible the Contractor shall execute complete and maintain the Works in strict accordance with the Contract to the satisfaction of the Consultant and shall comply with and adhere strictly to the Consultants instructions and directions on any matter (whether mentioned in the Contract or not touching or concerning the Works. The Contractor shall take instructions and directions only from the Consultant or from the Consultants Representative.

14. **PROGRAM TO BE FORWARDED :**

As soon as practicable after the acceptance of his tender the Contractor shall if required to submit to the Consultant for his approval a program showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Consultant or Consultant's representative furnish for his information particulars in writing of the Contractor's arrangements for the carrying out of the Works and of the Constructional plant and Temporary Works which the Contractor intends to supply use or construct as the case may be. The submission to and approval of such program or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

15. The contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Consultant may consider necessary for the proper fulfilling of the Contractor's obligations under the contract. The Contractor or a competent and authorised agent or representative approved of in writing by the Consultant (which approval may at any time be withdrawn) is to be constantly on the Works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Consultant the Contractor shall as soon as is practicable having regard to the requirement of replacing him as hereinafter mentioned) after receiving written notice of such withdrawal remove the agent from the Site and shall not thereafter employ him again on the Site in any capacity and shall replace him by another agent approved by the Consultant.

Such authorised agent or representative shall receive on behalf of the contractor directions and instructions from the Consultant or the Consultant's Representative.

16. **CONTRACTOR'S EMPLOYEES :**

- i. The Contractor shall provide and employ on the Site in connection with the execution and maintenance of the Works.

Contractor shall employ full time degree/diploma holder engineers for supervision/ coordination at site & shall be able to interact in fluent English.

- (a) Only such technical assistance as are skilled and experienced in their respective callings and such sub-agents foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and
  - (b) Such skilled semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the works.
  - (c) Where required by law or regulation of local or other authority, such personnel shall be duly licensed by the Competent Authority to practice their trades professions and callings.
- ii. The Employer/Consultant shall be at liberty to object to and require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Employer/Consultant misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Employer/Consultant to be undesirable and such person shall not be again employed upon the Works without the written permission of the Employer/Consultant. Any person so removed from the Works shall be replaced without delay by a competent substitute approved by the Employer/Consultant.
  - iii. The Contractor shall if required by the Consultant deliver to the Employer/Consultant or the Employer/Consultant's Representative returns in such form and at such intervals as the Employer/Consultant may prescribe showing in detail the supervisory staff and the members of the several classes of labour from time to time employed by the Contractor on the Site.
  - iv. The Contractor shall be solely responsible for payment of salary/minimum wages and all other statutory allowances/benefits and for providing any and/or all facilities under the applicable Law (s) and the rules framed there under at its own cost and expenses for its specified services by it for execution of services during the tenure of the agreement/contract.

17. **WATCHING AND LIGHTING** :

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Employer/Consultant or Employer/Consultant's Representative or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public and others.

18. **CARE OF WORKS/PLANT/EQUIPMENT** :

From the commencement to the completion of the Works/Plant/Equipment the Contractor shall take full responsibility for the care thereof and of Temporary



Works and Constructional Plant and in case any damage loss or injury shall happen to the Works/Plant/Equipment or to any part thereof or to any Temporary Works or Constructional Plant from any cause whatsoever shall at his own cost repair and make good the same so that at completion the Works/Plant/Equipment shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Employer/Consultant's inspections. In case of jacketing propping to adjacent beams, trusses shall be done prior to exposing, no extra cost shall be paid for the same.

19. **DAMAGE TO PERSONS AND PROPERTY :**

(i) The Contractor shall (except if and so far as the Specification provides otherwise) indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever (other than surface or other damage to land being or crops being on the Site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the work and against all claims demands proceedings damages costs charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Employer against any compensation or damaged for or with respect to:-

- (a) The permanent use or occupation of land by the works or any part thereof or (save as herein after provided) surface or other damage as aforesaid.
- (b) The right of the Employer to construct the works or any part thereof on over under in or through any land.
- (c) Interference whether or temporary or permanent with any right of light air way or water or other easement or quasi-easement which is the unavoidable result of the construction of the works in accordance with the Contract.
- (d) Injuries or damage to person or property resulting from any act or neglect done or committed during the currency of the contract of the Employer his agents, servants or other Contractors (not being employed by the Contractor) or for or in respect of any claims demands, proceedings, damages costs charges and expenses, in respect thereof or in relation thereto. Provided further that for the purpose of this Clause the expression "the Site" shall be deemed to be limited to the area defined in the specification or shown on the drawings in which land and crops will be disturbed or damaged as and inevitable consequence of the carrying out of the works.

20. **PROTECTION OF CLIENT'S PROPERTY:**

Mixing mortar / concrete shall not be permitted on bare slab / waterproofing IPS / tiles and the same shall be done on steel plates / mixing tubs / G.I. Trays. Any

damage done to the flooring / IPS shall be rectified by the contractor at his own cost and which shall be in the form of replacing the total flooring. Flooring shall be protected by laying plastic over old new paper while carrying out any civil work either internally or externally.

Temporary used materials (e.g. Cable, pipe, valve etc ) should not be use for permanent work. All the brought-out items supplied by the contractor and billed to owner shall be considered as Client Property; but all responsibility will undertaking by contractor till handing over of Project. Such materials shall not be used for temporary construction work.

21. **CONTRACTOR'S ALL RISK POLICY :**

- i Before commencing the execution of the Works the Contractor (but without limiting his obligations and responsibilities under clause of 'Damage to Persons and Property' hereof ) shall insure against any damage, loss or injury which may occur to any property (including that of the Employer) or to any person (including any employee of the Employer) by or arising out of the execution of the Works or Temporary Works or in the carrying out of the Contract otherwise than due to the matters referred to in the provision to clause of 'Accident or Injury to Workmen'. The policy shall be endorsed in name of National Collateral Management Services Limited.

22. **ACCIDENT OR INJURY TO WORKMEN :**

- i. The Employer shall not be liable for or in respect of any damages or compensation payable at Law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any sub-contractor save and except an accident or injury resulting from any act or default of the Employer his agents or servants and the Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.
- ii. **Insurance against Accident etc. to Workmen :**  
The Contractor shall insure against such liability with an insurer approved by the Employer (which approval shall not be unreasonably withheld) and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall when required to produce to the Employer/Consultant or the Employer/Consultant's Representative such policy of the insurance and the receipt for payment of the current premium. Provided always that in respect of any persons employed by any sub-contractor the Contractor's obligation to insure as aforesaid under this sub- clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy but the Contractor shall require such sub-contractor to produce to the Employer/Consultant or the Employer/Consultant's Representative when required such policy of insurance and the receipt for payment of the current premium.

23. **REMEDY ON CONTRACTOR'S FAILURE TO INSURE :**

If the Contractor shall fail to effect and keep in force the insurances or any other insurance which he may be required to effect under the terms of the contract then and in any such case the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the contractor or recover the same as a debt due from the contractor.

**24. GIVING OF NOTICES AND PAYMENT OF FEES:**

The contractor shall give all notices and pay all fees required to be given or paid by any national or State Statute Ordinance or other Law or any regulation or Bye-Law of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies and companies whose property or rights are affected in any way by the works or any temporary work.

**25. COMPLIANCE WITH STATUTES REGULATIONS ETC:**

The contractor shall conform in all respects with the provisions of any such statute ordinance or Law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and ordinance or Law Regulation or Bye-law. Provided always that the Employer will repay or allow the contractor all such sums as the Employer/Consultant shall certify to have been properly payable and paid by the contractor in respect of such fees.

**26. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES :**

All operations necessary for the execution of the works and for the construction of any temporary works shall so far as compliance with the requirements of the contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the Employer or of any other person and the contractor shall save harmless and indemnify the Employer in respect of all claims demands proceedings damages costs charges and expenses whatsoever arising out of or in relation to any such matters.

**27. OPPORTUNITIES FOR OTHER CONTRACTORS:**

The contractor shall in accordance with the requirements of the Employer/Consultant afford all reasonable opportunities for carrying out their work to any other contractor employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any contract which the Employer may enter into in connection with or ancillary to the works.

**28. SUPPLY OF PLANT MATERIALS AND LABOUR:**

Except where otherwise specified the contractor shall at his own expense supply and provide all the plant temporary works materials both for temporary and for

permanent works plant/equipment labour (including the supervision thereof) transport to or from the site and in and about the works and other things of every kind required for the construction completion and maintenance of the works/plant/equipment.

**Scaffolding, Staging, Guardrails and Erection:**

The contractor shall provide scaffolding, staging guardrails, temporary stairs erection systems which shall be required during construction. The support for the two legged scaffolding, staging, guardrails and temporary stairs shall be strong, adequate for the particular situation. The temporary access to the various parts of the building under construction shall be rigid and strong enough to avoid any chance of mishaps. The arrangement proposed shall be the sole responsibility of the contractor.

29. **CLEARANCE OF SITE ON COMPLETION:**

On the completion of the works the contractor shall clear away within 7 days of submission of final bill from the site all constructional plant surplus materials rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workmanship condition to the satisfaction of the Consultant/Employer. In case the contractor fails to do so, the Employer / consultant will clear and remove at contractors risk, cost and consequences which will be recovered from Contractor's final bill or from retention amount.

30. **LABOUR:**

- i. The contractor shall make his own arrangements for engagement of all labour, local or otherwise and save in so far as the contract otherwise provides for transport housing feeding and payment thereof. The necessary amenities to be provided for the labour under the prevailing labour laws
- ii. The contractor shall provide on the site to the satisfaction of the Employer/Consultant's representative an adequate supply of drinking and other water for the use of the contractor's staff and work people.
- iii. The contractor shall in all dealings with labour in his employ have due regard to all recognized festivals days of rest and religious or other customs.
- iv. In the event of any outbreak of illness of an epidemic nature the contractor shall comply with and carry out such regulations orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- v. The contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same. Workers under the influence of alcohol will not be permitted entry into societies premises and security will be advised to that effect.

- vi. The contractor shall be responsible for observance by his sub-contractors of the foregoing provisions.
- vii. The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure a workmanship of the degree required by the specification and to the satisfaction of the Employer/Consultant. He shall be responsible at his own cost for all recruitment, transport, welfare, sanitary and other accommodation, provision of necessary passports or permits for all personnel and employees required for this contract.
- viii. The contractor shall remain liable for the payment of all wages or other monies to his workmen, or employees under the payment of wages Act, 1936, Minimum Wages Act, 1948. Employees Liability Act 1936, Workmen's Compensation Act, 1923, or any other Act or enactments relating thereto and rules framed there under from time to time. The contractor shall work only on and during the hours of a working day unless he obtains the prior written approval of the Employer/Consultant to do otherwise. If such approval is given no liability in respect of any excess cost arising there from shall be incurred by the Employer.

The contractor shall furnish to the Employer/Consultant every morning a distribution return of the number and description by trades of his workmen employed on the works.

The contractor shall have to provide uniforms & Identity cards to his all workmen working at site.

The contractor may employ female labour if he chooses but he shall not employ in connection with the works any person who has not completed his/her age, as per law applicable locally.

- ix. The Contractor shall comply fully with local laws dealing with the employment of persons including the Indian Employment of Children Act, 1938, the Indian workmen's Compensation Act 1923, the factories Act, 1948, the minimum wages Act 1948, the employees state insurance Act, 1948, contract labour (Regulation and Abolition), Act, 1970 and any statutory amendment or re-enactment thereof for the time being in force.
- x. The contractor shall, at his expense conform to all anti-malarial instructions given to him by the Employer/Consultant or by any local authority including the filling up of borrow pits.
- xi. The contractor shall at his own expense carry out all instructions issued to him by the Employer/Consultant to effect a proper disposal of soil and other conservancy work in respect of the contractor's workmen or employees on the site. He shall also conform to the sanitary requirements of the Local Medical and Health Authorities. The contractor will bear cost of any charges levied by local authority for such work on his behalf.

- xii. The contractor will not at any time do, cause or permit any nuisance on the site or adjoining areas or do anything which shall cause unnecessary disturbance or inconvenience to the Employers, tenants or occupiers of other properties near the site and to the authorities or to the public generally and will secure the efficient protection of all land and sea areas against pollution.
- xiii. The contractor shall provide and maintain upon the works sufficient, proper and efficient life-saving appliances and first-aid equipment to the approval of the Employer/Consultant and in accordance with requirements of I.L.O Convention No.62. The appliances and equipment shall be available for use at all times.
- xiv. If the site is within an existing Industrial establishment belonging to the Employer, the Contractor, sub-contractors and their employees shall strictly comply with the Employer's regulations in regard to ingress, egress, traffic, security and conduct for the establishment.
- xv. Drinking Water:-  
Every work place shall be provided with sufficient (properly chlorinated and meeting Indian standards for potable water) drinking water facilities at an easily accessible place for the labor. Every water supply storage place shall be at least at a distance of 50 ft from laboratory block or any other source of pollution.
- xvi. Washing Facilities  
Suitable facilities for washing shall be provided and maintained for the use of labor employed at the work-place. Separate and adequate number of washing, bathing/cleaning and toilet facilities shall be provided for the use of male and female workers. Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.
- xvii. Provision of Shelter During Rest.  
Every work place shall be provided, free of cost, suitable and separate sheds for male and female workers for rest. And these should be kept clean and hygienic.
- xviii. Canteens  
Contractor shall provide the canteen facility at working place. A canteen having kitchen, store, dining hall, utensils and washing place shall be maintained by the contractor. It shall have sufficient tables and chairs/stool for seating. Clean and well cooked food items and beverages shall be made available to the labor based on "No profit"/"No loss" rate conspicuously displayed in the canteen. Sufficient water and lighting arrangements shall be provided. Cleanliness of canteen and utensils shall be maintained
- xix. Health And Sanitary Arrangements For Workers  
In respect of all labour directly or indirectly employed in the works for the performance of the Contractor's part of this agreement, the Contractor shall

provide latrines and urinals at work place separately for Gents and Ladies. Every latrine shall be covered and having lighting arrangement and a lockable door for privacy. Water shall be provided by means of a tap or otherwise so as to be easily accessible in or near the latrines and urinals. The latrines and Urinals shall be connected with a flush sewerage system (including at least a septic tank and soak pit) complying with the requirements of Public Health Authorities. The contractor shall provide proper cleaning and disposal arrangements.

31. **RETURN OF LABOUR:**

The Contractor shall if required by the Employer/Consultant deliver to the Employer/Consultant's representative or at his office a return in detail in such form and at such intervals as the Employer/Consultant may prescribe showing the numbers of the several classes of labour from time to time employed by the contractor on the site and such information respecting constructional plant as the Employer/Consultant's representative may require.

32. **ACCESS TO SITE :**

The Employer/Consultant or Employer and any person authorised by them shall at all times have access to the Works and to the Site and to all workshops and places where work is being prepared or where materials manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for an every assistance in or in obtaining the right to such access.

33. **EXAMINATION OF WORK BEFORE COVERING UP :**

i. No work shall be covered up or put out of view without the approval of the Employer/Consultant or the Consultant's/Employer's Representative and the Contractor shall afford full opportunity for the Employer/Consultant or the Employer/Consultant's Representative to examine and or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Employer/Consultant's Representative whenever any such work or foundation is or are ready or about to be ready for examination and the Employer/Consultant's/Employer's Representative shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly to attend for the purpose of examining such foundations.

34. **SUSPENSION OF WORK:**

i. The Contractor shall on the written orders of the Employer/Consultant suspend the progress of the Works or any part thereof for such time to times and in such manner as the Employer/Consultant may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Employer/Consultant. The extra cost (if any) incurred by the contractor in giving effect to the Employer/Consultant's instructions under this clause shall be borne and paid by the Employer unless such suspension is:

(a) Otherwise provided for in the contract or

- (b) necessary for the proper execution of the work or by reason of weather conditions affecting the safety or quality of the works or by some default on the part of the contract or
- (c) necessary for the safety of the works or any part thereof.
- (d) Wholly for reasons beyond the control of the Employer. Provided that the contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Employer/Consultant within 14 days of the Employer/Consultant's order. The Employer/Consultant shall settle and determine the extra payment to be made to the contractor in respect of such claim as the Employer/Consultant shall consider fair and reasonable.

ii. Suspension Lasting more than 90 days:

If the progress of the works or any part thereof is suspended on the written order of the Employer/Consultant for more than 90 days the contractor may serve a written notice on the Employer/Consultant requiring permission within 2 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole works as an abandonment of the contract by the Employer.

35. **COMMENCEMENT OF WORKS:**

The contractor shall commence the works on site within the period named in the tender after the receipt by him of an order in writing to this effect from the Employer/Consultant and shall proceed with the same with due expedition except as may be expressly sanctioned or ordered by the Employer/Consultant or be wholly beyond the contractor's control. Time for completion of the works (or parts thereof) shall in any case reckon from the expiry of the period for commencement of works.

36. **POSSESSION OF SITE:**

i. Save in so far as the contract may prescribe the extent of portions of the site of which contractor is to be given possession from time to time and the order to which such portions shall be made available to him and subject to any requirement in the contract as to the order in which the works shall be executed the Employer will with the Employer/Consultant's written order to commence the works given to the contractor possession of so much of the site as may be required to enable the contractor to commence and proceed with the construction of the works in accordance with the program referred to in clause of 'Program to be Forwarded' hereof (if any) and otherwise in accordance with such reasonable proposals of the contractor as he shall by notice in writing to the Employer/Consultant make and will from time as the works proceed give to the contractor



possession of such further portions of the site as may be required to enable the contractor to proceed with the construction of the works with due dispatch in accordance with the said program or proposals (as the case may be). If the contractor suffers delay or incurs expense from failure on the part of the Employer to give possession in accordance with the terms of this clause the Employer/Consultant shall grant an extension of time for the completion of the works and certify such sum as he considers fair to cover the expense incurred which sum shall be paid by the Employer.

ii. Way Leaves etc.

The Contractor shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

37. **TIME FOR COMPLETION :**

Subject to any requirement in the Specification as to completion of any portion of the Works before completion of the whole of the Works shall be completed within the time stated in the Tender, or such extended time as may be allowed under Clause of 'Extension of Time for Completion' hereof.

38. **EXTENSION OF TIME FOR COMPLETION :**

Should the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever which may occur be such as fairly to entitle the Contractor to an extension of time for the completion of the work the Employer/Consultant shall determine the amount of such extension. Provided that the Employer/Consultant is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within 28 days after such work has been commenced or such circumstances have arisen or as soon thereafter as is practicable delivered to the Employer/Consultant's Representative full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at the time.

39. **FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT**

If the Contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to the Employer at its option by written notice to the Contractor to : **Terminate the Contract:** - In which event the contract shall stand terminated and shall cease to be in force and effect, on and from the date appointed by the Employer on that behalf, whereupon the Contractor, shall stop forth with any of the Contractor's work then in the progress except such work as the Employer may in writing, require to be done to safeguard any property of work, or installation from damage, and the Employer for its part may take over the work remaining unfinished by the Contractor and complete the same, through a fresh Contractor or by other

means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Employer for any excess cost occasioned by such work having been above the cost of the rates specified.

**Without terminating the contract:** - To take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or any other means at the risk and cost of the Contractor. The Contractor and any of his sureties are liable to the Employer for any excess cost over and above the cost, the rates specified in the scheduled of quantities/rates, occasioned by such works having been taken over and completed by the Employer. However the Contractor shall still extend performance guarantee for the said work carried out by the Employer or his other Contractors.

The whole or part of the security deposit and Performance Bank Guarantee furnished by the Contractor is liable to be forfeited without prejudice to the rights of the Employer to recover from the Contractor the excess cost, referred to in the sub-Clause aforesaid, the Employer shall also have the right of taking possession and utilising in completing the works or any part thereof, such of materials, equipment and plants available at the work site belonging to the Contractor shall not be entitled for any compensation for use or damage to such materials equipment and plant.

The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of five (5) calendar months reckoned from the date of termination of contract or from the taking over work or part thereof by the Employers, getting it executed by another agency in full respect whichever is later. The decision of Employer/Consultants in this respect shall be final, binding and conclusive.

40. **CERTIFICATION OF COMPLETION OF WORKS :**

As soon as in the opinion of the Employer/Consultant the Works/Plant/Equipment shall have been completed and shall have satisfactorily passed any final test that may be prescribed by the Contractor the Employer/Consultant shall issue a Certificate of Completion in respect of the Works/Plant/ Equipment and the Period of Maintenance shall commence from the date of such certificate. Provided that the Employer/Consultant may give such a certificate with respect to any part of the works and shall upon the written application of the Contractor give such Certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Employer/Consultant and occupied or used by the Employer and when any such certificate is given in respect of a part of the works such part shall be considered as completed and the Period of Maintenance of such part shall commence from the date of such certificate. Provided also that a Certificate of Completion given in accordance with the foregoing provisions of any part of the Works occupied and used as aforesaid shall not be deemed to certify completion of any ground or surface requiring reinstatement unless such certificate shall expressly so state.

41. **VARIATION :**

- i. No alterations, amendments, omissions, additions or other variations of the Works/Plant/Equipment under the Contract (hereinafter referred to as

"Variations") shall be made by the Contractor except as ordered in writing by the Employer/Consultant. The Contractor may request such variations as he deems necessary. The Employer/Consultant shall have full power subject to the proviso hereinafter contained to instruct the Contractor in writing to make such variation as the Employer/Consultant considers proper and necessary and the Contractor shall carry out such variations without prejudice to the Contract as though the said variations formed part of the Contract.

- ii. If in the opinion of the Contractor complying with any such variation would prevent his fulfilling any of his obligations and guarantees shall be modified by the Employer/Consultant. No such variations shall in any way vitiate or invalidate the Contract.

42. **VALUATION OF VARIATION :**

- i. The value (if any) of all variations shall be added to or deducted from the Contract Price as appropriate. The Employer/Consultant shall ascertain and determine this in accordance with the rates and prices prevailing in the schedule of prices so far as the same may be applicable or derived from rates for similar items in the schedule of prices. In other cases reasonable prices shall be fixed by the Employer/Consultant, which shall be the actual costs of execution to the Contractor as assessed by the Employer/Consultant increased by 15% for the Contractor's onwads and profits and shall be based on the documents and vouchers maintained and produced by the Contractor.

- ii. **Notice to Contractor :**

In the event of the Employer/Consultant requiring any variations such reasonable and proper notice shall be given to the Contractor as will enable him to make his arrangements therefore and in cases where goods or materials are already prepared or any designs drawings or patterns made or work done that requires to be altered a reasonable sum in respect thereof shall be allowed by the Employer/Consultant.

43. **i. Plant etc. to be exclusive for use on the Works :**

All constructional Plant, Temporary works and materials provided by the Contractor shall when brought on to the Site be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another) without the previous consent in writing of the Employer/Consultant which shall not be unreasonably withheld.

- i. **Clearance of Site on Completion :**

On completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials.

44. **NO APPROVAL BY VESTING :**

The operation of the Clause of 'Removal of Importer Work and Materials' shall not be deemed to imply any approval by the Employer/Consultant of the materials or

other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Employer/Consultant.

45. **METHOD OF MEASUREMENT** :

Where works have to be measured for any purpose whatsoever it shall be in accordance with IS:1200 unless otherwise specifically indicated in the Contract. Quantities set out in bill of quantities are only estimated quantities. Actual quantities are as per measurements on the works.

46. **FORFEITURE**

- i. If the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favor of his creditors or shall agree to carry out the Contract under a committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Contractor shall assign the Contract without the consent in writing of the Employer first obtained or shall have an execution levied on his goods or if the Employer is satisfied that in his opinion the Contractor:
- (a) has abandoned the Contract or without reasonable excuse has failed to commence the works or has suspended the progress of the Works for 14 days after receiving from the Consultant written notice to proceed or.
  - (b) has failed to remove materials from the Site or to pull down and replace work for 14 days after receiving from the Consultant written notice that the said materials or work had been condemned and rejected by the Consultant under these conditions or.
  - (c) is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or:
  - (d) has to the detriment of good workmanship or in defiance of the Consultant's instructions to the contrary sub-let any part of the Contract then the Employer may after giving 14 days' notice in writing to the Contractor enter upon the site and the works and expel the contractor there from without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on the Employer or the consultant by the contract and may himself complete the works or may employ any other contractor to complete the works and the Employer or such other contractor may use for such completion so much of the constructional plant temporary works and materials which have been deemed to become the property of the Employer under the provisions of the contract as he or they may think proper and the Employer may at any time sell any of the said constructional plant temporary works and unused materials and apply the proceeds of sale in

or towards the satisfaction of any sums due or which may become due to him from the contractor under the contract.

ii. Valuation at Date of Forfeiture:

The consultant shall as soon as may be practicable after any such entry and expulsion by the Employer fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute and shall certify what amount (if any) had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the contract and what was the value of any unused or partially used materials any constructional plant and any temporary works which have been deemed to become the property of the Employer under the provisions of the contract.

iii. Payment after Forfeiture:

If the Employer shall enter and expel the Contractor under this Clause he shall not be liable to pay to the Contractor any money on account of the Contract until the expiration of the Period of Maintenance and thereafter until the costs of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Consultant. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Consultant may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor shall upon demand pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

**SECTION 4**  
**SCHEDULE OF RATES (SOR)**

## SCHEDULE OF RATES (SOR)

Item code	Item Description	UNIT	QUANTITY	RATE	AMOUNT
1	<p>Dismantling of Existing Girls Hostel Building (G+2 Structure) in RCC and Masonry Work and ancillary structures, Compound wall, UG tank, Pump Room, Septic tank, chambers, road, paver etc. along with dismantling all foundation and underground items as per scope of work including disposal of debris/ unserviceable scrap outside plot premises keeping SPM indemnified of any liability from local / municipal /tax authorities .</p> <p>The specification for dismantling and disposal shall be as per the attached SCC and Scope of work. Including backfilling the area with available earth at site / inside plot premises with proper compaction in layers of 150mm using vibro roller to get compaction of 95% to make the surface of the site levelled and flat after site clearance and to prepare the ground level upto +99.40m (With reference to the survey drawing attached with Tender) for the future construction works.</p> <p><b><u>The bidder should visit the site to understand the quantum &amp; nature of work before submitting the quote.</u></b></p>	L.S	1.00		

**Tentative List of materials to be carried away by Demolition contractor:**

1. Building debris.
2. Reinforcement steel of all civil structures.
3. Part of M.S. structure and profile, corrugated/AC sheets.

4. Part of Doors, windows and Railings of the building
5. Plumbing & Sanitation piping (CI / GI/ PVC) and connected fittings & fixtures
6. **Detailed list of material to be carried away by demolition contractor need to be prepared at site along with the client representative before quoting to avoid any slip in future. The list to be counter signed by both the parties and this list will be part of the agreement/work order.**



# Various Proforma

## Appendix-A

### PROFORMA OF AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2024  
BETWEEN SPM (Hereinafter called "the Employer") of the first part and  
\_\_\_\_\_ (hereinafter called the "the  
Contractor") of the other part.

WHEREAS the Employer is desirous that certain work should be carried out viz "**PROPOSED DEMOLITION OF AREA OF GIRLS HOSTEL PREMISES**" and has accepted a tender by the Contractor for execution and maintenance of such works.

NOW THIS AGREEMENT as follows:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

- (1) The following documents shall be deemed to form and be read and construed as part of this agreement, viz.
  - a) The said Tender and Appendix thereto.
  - b) Instructions to Tenderers
  - c) The Drawings
  - d) The Conditions of Contract
  - e) Special Conditions and Specifications
  - f) General Specifications
  - g) Standard Descriptions of Items
  - h) Bill of Quantities
  - i) Letter of Acceptance dated \_\_\_\_\_
  - j) Any correction or addition thereof.
- (2) In consideration of the payments to be made by the Employer to the contractor as herein after mentioned the contractor hereby covenants with the Employer to construct complete and maintain the works in conformity in all respects with the provisions of the contract.
- (3) The Employer hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the work the contract price at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and your first above written.

SIGNED BY THE SAID IN THE PRESENCE OF

OWNER

WITNESS

NAME :  
ADDRESS:

SIGNED BY THE SAID IN THE PRESENCE OF  
WITNESS  
NAME :

CONTRACTOR

# WORK PERMIT FOR HOT WORK

WORK PERMIT NO. \_\_\_\_\_

Date:     /     /

**NOTE:** All temporary operations involving open flames or producing heat and/or sparks require a HOT WORK PERMIT. This includes but not limited to Welding, Cutting, Grinding, Slodering, Thowing.

<b>1. Work Performed by(Contractor's Name)-</b>									
<b>2. Location -</b>									
<b>3. Brief Description of Work-</b>									
<b>4. Starting Time-</b>					<b>Estimated Completion Time-</b>				
<b>5. Written Instruction:</b>									

Sr. No	Details of Persons deployed at Work-site		* Following PPE to be essentially worn while working at height by the employees.						
	Name	Designation	Welding Helmet	Insulated Gloves	Safety Shoes	Apron	Respirators	Goggles	Ear plug
1									
2									
3									
4									
5									
6									
7									
8									
9									

(\*) List out additional Safety gadgets required/worn, if any.

**7. Check the type of hazard management associated with this work permit**

HIRA

THA

8. Check-off list for associated items for working at height		YES	NO	Not Applicable
1	Proper Access/exit available.			
2	Proper Ventilation &/or lighting provided.			
3	Welding machine located in a clean & dry area.			
4	Welding machine grounded at the equipment & proper leakage current protection device (ELCB) provided for welding machine.			
5	Emergency STOP buttons are in working condition, Welder/ helper knows how to operate emergency STOP switches.			
6	Welding machine input / output cables, welding holder & weld return clamp (Holder)insulated &in good condition.			
7	Proper & Safe scaffolding, platform, ladder provided.			
8	Welder and fitter trained to connect ground / Work return clamps (holder)to the work piece prior to energization of Welding machine.			

9	Gas cylinders stacked vertically & not below the welding / cutting Area. Regulator key is available with cylinder.			
10	Pressure gauges / Flash back arrestor provided & in working condition.			
11	Adequate & suitable Nos .of fire fighting Extinguisher provided.			
12	Nearby combustible Material removed. Housekeeping Done.			
13	Fire watch As standby is in place.			
14	In case of pits, water removed from the pit & wood rubber insulation provided .			
15	Safety sign board are in place.			
16	Continuous Supervision should be provided to the operation at all time.			

**I hereby confirm that all the employees working in HOT WORK condition at the above mentioned site have been briefed about the activity to be carried out and the safe procedures to be followed.**

Responsible Person of contractor	Name	Signature	Contact Number
Site Incharge			
Safety Officer			

**I am satisfied that work has been adequately planned according to HIRA process and approve the work to be carried out according to the specifications of this permit to work.**

Authorised Person :	Name	Signature	Contact Number

**9. Closure Details :**

Work is completed/Not completed and is in a safe condition, Tools/Materials/equipment have been removed and the area is clean and orderly

Actual completion Time :

Date : / /

Responsible Person of contractor	Name	Signature	Contact Number
Site Incharge			

# WORK PERMIT FOR LIFTING OPERATION

**WORK PERMIT NO.**

**Date:**    /    /

1) Valid for one working shift only & subject to configuration kept unchanged. If changed, issue new work permit.

2) This permit can be obtained from Safety Team under SDCPL.

<b>1. Work Performed by(Contractor's Name)-</b>	
<b>2. LM No. of Crane-</b>	<b>3. SWL of Crane-</b>
<b>4. Location -</b>	
<b>5. Brief Description of Work-</b>	
<b>6. Starting Time-</b>	<b>Estimated Completion Time-</b>
<b>7. Written Instruction:</b>	

**\*Applicant shall be responsible and ensure that precautions and instructions indicated in the permit are taken against all hazards in connection with lifting if the permit approved.**

**8. Check the type of hazard management associated with this work permit**

	<b>HIRA</b>		<b>TH A</b>
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No	Details of Persons deployed at Work-site		Following PPE to be essentially worn while working at height by the employees.					
	Name	Designation	Helmet	Safety Shoes	Fluorescent Jacket	Respirators (If required)	Goggles (If required)	Ear plug (If required)
1								
2								
3								
4								
5								

\*List out additional Safety gadgets required/worn, if any.

8. Check-off list for Planning		YES	NO	Not Applicable
1	Has a Method Statement and Risk Assessment been completed for the operation.			
2	Is the correct crane selected for the load (s) and radius.			

3	Is the ground suitable or prepared and is access adequate for the crane set-up.			
4	Is the crane set up away from excavations and the area free from overhead cables.			
5	Is the crane operator competent and has a copy of his card been			
6	Have copies of the certificates for the crane and accessories been obtained .			
7	Is the banksman / slinger competent and has a copy of his card been s.			

<b>8. Check-off list for Operation</b>		<b>YES</b>	<b>NO</b>	<b>Not Applicable</b>
1	Is the crane set up in the approved position as per the Method.			
2	Are outriggers fully extended and grillage / spreading pads in place.			
3	Are Safe Working Load and Radius indicators in working order.			
4	Has a Method Statement been communicated to all involved.			
5	Is/ are load (s) slung correctly by a competent slinger with guy ropes in place .			
6	Have load slewing paths been cleared of people (and property where possible) .			
7	Has destination of load (s) been cleared and prepared sufficiently.			
7	Crane operator, Lifting Supervisor, Riggers and Signaller have been brief on safety precautions			

**I hereby confirm that all the employees working in Lifting Operation at the above mentioned site have been briefed about the activity to be carried out and the safe procedures to be followed.**

Responsible Person of Contractor	Name	Signature	Contact Number
Site Incharge			
Safety Officer			

**I acknowledge the intended work area where the lifting will be carried out and above information filled by applicant. Permit is hereby granted subject to the above conditions.**

Authorised Person :	Name	Signature	Contact Number

**9. Closure Details :**

Work is completed and is in a safe condition, Tools/Materials/equipment have been removed and the area is clean and orderly.

Actual completion Time :

Date : / /

Responsible Person of Contractor	Name	Signature	Contact Number
Site Incharge			
Safety Officer			

# WORK PERMIT FOR WORK AT HEIGHT

**WORK PERMIT NO.**

**Date:**     /     /

1) Valid for one working shift only & subject to configuration kept unchanged. If changed, issue new work permit.

2) WAH permit required for 2 meters & above as per section 32C of Factories Act, 1948

<b>1. Work Performed by(Contractor's Name)-</b>								
<b>2. Location -</b>								
<b>3. Brief Description of Work-</b>								
<b>4. Starting Time-</b>				<b>Estimated Completion Time-</b>				
<b>5. Written Instruction:</b>								
<b>Sr. No</b>	<b>Details of Persons deployed at Work-site</b>		<b>* Following PPE to be essentially worn while working at height by the employees.</b>					
	<b>Name</b>	<b>Designation</b>	<b>Hard Helmet</b>	<b>Safety Belts/Harness</b>	<b>Safety Shoes</b>	<b>Fluorescent Jacket</b>	<b>Goggles (If required)</b>	<b>Ear plug (If required)</b>
1								
2								
3								
4								
5								
6								
7								
8								
9								

(\* ) List out additional Safety gadgets required/worn, if any.

**7. Check the type of hazard management associated with this work permit**

HIRA

THA

<b>8. Check-off list for associated items for working at height</b>		<b>YES</b>	<b>NO</b>	<b>Not Applicable</b>
1	Ensure Scaffolding/Staging/mary Paranja/Platformshould be checked before start the work.			

2	No Loose tools/materials are at the Work-site.			
3	Access to & from the Work site by Rope Ladder/ Rung Ladder/ Wooden or steel Ladder/Rungs of Structure is checked & safe.			
4	Work site is protected from Electrical supplies/ Radio waves/ Compressed Air/Pressurized Liquids.			
5	Communication Facility between Work site & ground level through Battery operated Megaphone/ Walkie Talkie/ Al. Megaphone/Flags/Whistles/ Hand Signs is established.			
6	Safety Harness should anchor on stable objects/lifeline.			
7	Life line should use and tied with stable objects.			
8	Continuous Supervision should be provided to the operation at all time.			

**I hereby confirm that all the employees working at height at the above mentioned site have been briefed about the activity to be carried out and the safe procedures to be followed.**

Responsible Person of Contractor	Name	Signature	Contact Number
Site Incharge			
Safety Officer			

**I am satisfied that work has been adequately planned according to HIRA process and approve the work to be carried out according to the specifications of this permit to work.**

Authorised Person :	Name	Signature	Contact Number

## 9. Closure

### Details :

Work is completed/Not completed and is in a safe condition, Tools/Materials/equipment have been removed and the area is clean and orderly

Actual completion Time :

Date :        /        /

Responsible Person of Contractor	Name	Signature	Contact Number
Site Incharge			
Safety Officer			



APPENDIX- A

No: MGE/F/1102  
Date: 25/10/2023

**BRIHANMUMBAI MUNICIPAL CORPORATION**

**Subject : Guidelines for Air Pollution Mitigation.**

- (1) All the project proponents to ensure that at least 35 feet high tin / metal sheets shall be erected around the periphery of construction projects having height more than 70 mtr.
- (2) All construction layouts having area more than 1(one) acre shall have tin / metal sheet erected of height 35 feet at least around periphery of the construction project sites and for construction sites, less than 1 (one) acre, the tin / metal sheet height shall be 25 feet at least.
- (3) All the buildings under construction shall be compulsorily enclosed by green cloth / jute sheet / tarpaulin from all sides.
- (4) All the structures under demolition shall be covered with tarpaulin / green cloth / jute sheet from top to bottom. There shall be continuous sprinkling / spraying of water during the process of demolishing of the structure.
- (5) It shall be ensured that water fogging shall be carried out during loading and unloading of materials at the construction sites (use of stationary/ mobile anti-smog guns).
- (6) The water sprinkling shall be done on debris / earth material etc. which are prone to generate air borne particulate matters at all construction sites without fail.
- (7) All vehicles carrying construction materials shall be fully covered (i.e. from top and all sides) so that construction material or debris does not become airborne during transportation and the vehicle shall not be overloaded to avoid any spillage from the vehicle.
- (8) All construction sites shall install CCTV cameras along the periphery of their work sites to ensure that vehicles are plying after cleaning tyres and are not overloaded .

- (9) All construction sites to deploy sensor based air pollution monitors at work sites and act immediately on observing pollution levels exceeding the limit. This monitoring shall be made available for inspection to BMC authorities as and when demanded.
- (10) All the work sites shall ensure that the grinding, cutting, drilling, sawing and trimming work is carried out in enclosed area and water sprinkler / water fogging is continuously done while working to avoid escape of fugitive air.
- (11) All the construction sites shall ensure that C & D (Construction and Demolition) waste generated within the premises / site of work is transported to designated unloading site strictly as per BMC's C & D Waste Management Plan. After unloading the debris, the vehicle shall be washed and cleaned thoroughly.
- (12) All vehicles carrying materials shall have valid PUC certificates and the same shall be produced as and when asked for by competent authorities.
- (13) All the construction personnel / managers shall mandatorily wear personal protective equipment such as masks, goggles, helmets, etc.
- (14) All the BMC worksites like bridges and flyovers shall have barricading of 25 feet.
- (15) All the metro works above ground shall be covered with barricading of 25 feet height. The construction site shall be covered with tarpaulin / green cloth / jute sheet. The smog guns / water sprinklers shall be used during the construction work.
- (16) The mitigation measures suggested as above shall be mandatorily observed by other agencies like SRA, MHADA, MIDC, MSRDC, MMRDA, BPT, Airport Authority of India, Railways, Govt. or Semi Govt. authorities and private construction sites.
- (17) All Asstt. Commissioners in charge of Wards shall arrange to deploy special squads to prevent illegal C & D dumping at late night.

- (18) All Asstt. Commissioners in charge of Wards shall deploy squads for air pollution mitigation enforcement comprising of :-
- i) Two (Ward) engineers
  - ii) One Policeman
  - iii) One marshall
  - iv) Vehicle

Each squad shall be headed by one senior officer from the Ward.

The formation and deployment of these squads at Ward level shall be done immediately. The number of squads Ward-wise shall be as follows :-

- a) Smaller wards – 2 squads each ward
  - b) Middle size wards – 4 squads each ward
  - c) Larger size wards – 6 squads each ward.
- (19) The enforcement squad shall visit the premises and videograph the worksite. If it is observed that the worksite is not adhering to above stated provisions, stringent action such as issue of Stop Work notice and/or sealing of worksite shall be taken immediately.
- (20) The timeline for procurement of sprinklers shall be 15 days and for procurement of smog guns shall be 30 days from issuance of this circular. All the project proponent / contractors shall abide by the above timelines without fail.
- (21) The vehicles carrying construction material or C & D material, if found not adhering to above stated provisions, shall be seized and impounded.
- (22) The Transport Commissioner shall take action against overloading of vehicle, uncovered vehicles, vehicles spilling construction materials on roads and the heavy duty diesel vehicles which are more than 8 years old shall be strictly prohibited in Mumbai jurisdiction.
- (23) MPCB shall monitor the air pollution emitted from the industries such as BPCL, HPCL, RCF, Tata Power, industries in nearby MIDC area etc. daily for next one month and take appropriate action. The daily monitoring data shall be shared with AMC (City) and A.M.C.(W.S.).

- (24) All builders / Developers shall engage only those vehicles which possess vehicle tracking system installed on them.
- (25) The loose soil, sand, construction materials and debris of any kind and quantity shall be stored in demarcated / dedicated area and properly barricaded, fully covered / enclosed / protected with tarpaulins. It shall be ensured that there is no dumping of construction material and debris on public roads, footpaths, pavements and open area.
- (26) Vehicle tyre washing facility shall be provided at all exit points of construction sites. It shall be ensured that daily cleaning is carried out of major roads for removal of dust by using vacuum sweeping or water sprinkling, brushing, brooming and sweeping. This work may be outsourced to ensure wide and fast coverage of all major roads in one month's time.
- (27) There shall be complete ban on open burning anywhere in the geographical area under BMC, especially garbage dumping grounds and possible sites of trash burning.

(Dr. I.S. Chahal)  
Municipal Commissioner

20/10/23.