

DHARANEESWARAR EDUCATIONAL TRUST, THANDALAM

PROPOSED SCHOOL BUILDING AT SRI SANKARA MATRICULATION HIGHER SECONDARY SCHOOL, THANDALAM TENDER FOR

**GENERAL BUILDERS WORK INCLUDING CIVIL, STRUCTURAL, FINISHING,
ELECTRICAL, PLUMBING WORKS AND SITE DEVELOPMENT WORKS**

TENDER CONDITIONS

I. NOTICE INVITING TENDER

1. Tenders in the prescribed form are hereby invited by Dharaneeswarar Educational Trust for the PROPOSED CONSTRUCTION OF GROUND AND FIRST FLOORS FOR SANKARA MATRICULATION HIGHER SECONDARY SCHOOL AT THANDALAM.
2. Tender documents can be collected at, DHARANEESWARAR EDUCATIONAL TRUST, SANKARA MATRICULATION HIGHER SECONDARY SCHOOL CAMPUS AT THANDALAM during working hours on 1st September 2026 from 10 am to 3.30 pm.
3. Sealed tenders with the name of the work and the name of the tenderer written on the envelope will be received by Mr. Muthukumar, at Sri Sankara Eye Hospital, No.1, 3rd Cross St, B-Block, Sri Sankara Nagar, Shankar Nagar, Pammal, Chennai, Tamil Nadu 600075 up to 3.30 p.m on 4th September 2026. The tenders received after due date and time will be rejected.
4. The tender comprises of Tender Conditions, Technical Specifications and Bill of Quantities.
5. The time allowed for carrying out the work will be 200 Days from the 7th day after the date of issue of letter of acceptance to the successful tenderer. This period is all inclusive and no extra time for mobilization shall be considered. Time is to be the essence of the contract. The completion period is inclusive of monsoon season and inclement weather.
6. The tender drawings in all are only for general information and guidance. No claim shall be entertained if the actual working drawings and instructions to CONTRACTOR issued during the progress of work are different from these drawings.

7. The acceptance of the tender will rest with the MANAGING TRUSTEE and / or any other person authorized by him/her. They are not bound to accept the lowest or any other tender and reserve the right to accept the whole or any part of the tender without assigning any reason whatsoever and the tenderer shall be bound to perform the same at the quoted amount.
8. Execution of the project through this Tender will involve the following parties:
 - a. Dharanesswarar Educational Trust represented by the Engineer and the Project Manager
 - b. Vendor selected through this Tender process for execution of the work
9. GST, any other taxes, levies and duties and Cess if any in respect of this contract shall be payable by the tenderer and DHARANEESWARAR EDUCATIONAL TRUST, will not entertain any claim whatsoever in this respect. All rates quoted shall include all taxes and duties.
10. If the tender is made by or on behalf of a company incorporated under the Companies Act 2013 it shall be signed by the Managing Director or by one of the directors duly authorised in this respect and Board Resolution. If it is made by a Partnership firm, it shall be signed with the name of the firm by a member of the firm who shall sign his own name and give the name/s and address/es of each partner of the firm and attach a copy of Power of Attorney with the tender authorising him to sign on behalf of the other partners. A certified copy of the registered partnership deed shall also be submitted along with the tender. If the tenderer is a limited company, the authority of the Director or the Managing Director executing the contract would be verified by DHARANEESWARAR EDUCATIONAL TRUST. Such authority should be vested either in the Memorandum or Articles of Association of the company or by a Power of Attorney and Board Resolution. DHARANEESWARAR EDUCATIONAL TRUST reserves the right to inspect the Memorandum and/or Articles of Association of the company and/or the Power of Attorney as the case may be.
11. The tenderer shall submit along with the tender, a Bar Chart/CPM network indicating the schedule proposed to be used for the project. Tenderer's schedule shall take into consideration the completion period as indicated in the conditions of contract. The tenderer shall also submit the site organisation of Personnel he proposes to deploy for this project and also list of plant and machinery to be deployed for this project.
12. No Advance will be paid. All payments will be against Invoices raised for actual work done at site. Monthly RA bills shall be submitted by CONTRACTOR.
13. Performance Bank Guarantee: A Performance Bank Guarantee in favour of Dharaneeswarar Educational Trust for an amount of 5% (Five percent) of the accepted value of the tender in the prescribed proforma from an approved Bank in Chennai as Security Deposit shall be furnished by the successful tenderer within 7 (seven) days of receipt by him of the notification of Acceptance of Tender. Please see Sec 4.4.1.
14. Retention: 5% in each running bill will be withheld while releasing each bill payment and accumulated towards the defect liability period up to a maximum of 5% of the value of the tender. Please see Sec 4.4.2.

15. All quoted rates shall remain firm for the entire period of the contract.
16. The tender is for item rate contract (measure and pay). Price shall be quoted for the complete scope of work described in the bill of quantities, drawings, specifications etc. and the CONTRACTOR to finish the work consistent with true intent and meaning of the drawings and specifications.
17. The tenderer shall submit, without exception, the offer, which complies fully with the requirements of all the tender documents. The tenderer may, in addition to his offer, submit alternatives for any of the items subject to the same meeting the functional requirements and complying with the applicable specifications.
18. Tender documents are not transferable.
19. The tender shall remain valid for acceptance for a period of 30 days from the last date of receipt of the tender, which may be extended by mutual agreement.
20. Relevant information/certificates/schedules called for should be annexed to the tender. Failure to comply even in part may entail rejection of the tender.
21. Dharaneeswarar Educational Trust is the sole issuer of the tender and the sole Owner, Employer and contracting party. All tender communications, evaluation, selection, award, contract administration and payments should be undertaken by or on behalf of the Trust.
22. No rights or Recourse against any third party

“No person or entity other than Dharaneeswarar Educational Trust shall incur any liability or obligation towards any Tenderer or the Contractor in connection with this Tender or the Contract. The Tenderer and the Contractor shall have no right, claim or recourse against any third party in relation to the Tender, the Contract or payments thereunder.”
23. Canvassing in any form will entail disqualification.

A. GENERAL CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

In the CONTRACT (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- 1.1 **SANKARA** means **Dharaneeswarar Educational Trust**
- 1.2 The **"OWNER/EMPLOYER"** means **DHARANEESWARAR EDUCATIONAL TRUST** and the legal successors, representatives, assigns of the Employer.
- 1.3 The **"CONTRACTOR"** shall mean the person or persons, firm or company whose Tender has been accepted by the **"OWNER "** in whole or part and includes the **CONTRACTOR's** Legal Representatives, his Successors and permitted Assigns.
- 1.4 The 'Tender' shall mean the tender submitted by the **CONTRACTOR** for acceptance by the **"OWNER"**
- 1.5 The **"Engineer"** shall mean the duly authorised and competent representative of the **OWNER** who will act for and on his behalf for operation of this contract.
- 1.6 The **"WORK"** shall mean and include all works to be executed in accordance with the CONTRACT or part there of as the case may be and shall include all extras, additional, altered, or substituted works as required for the purpose of the CONTRACT.
- 1.7 The **"CONTRACT"** shall mean the agreement between the **OWNER** and the **CONTRACTOR** for the execution of the WORK including there in all documents such as the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Specifications, General Requirements, Time Schedule, Prices, Letter of Acceptance of Tender, Agreed Variations, if any, etc.
- 1.8 **"SPECIFICATIONS"** shall mean all directions, technical specifications, provisions and requirements attached to the CONTRACT, which pertain to the method and manner of performing the WORK to the quantities and qualities of the WORK and the materials to be furnished under the CONTRACT for the WORK as may be amplified or modified by Drawings for the performance of the CONTRACT in order to provide for the unforeseen conditions or in the best interests of the WORK. It shall also include the latest edition including all addenda / corrigenda of relevant Indian Standard Specifications and other relevant Codes.
- 1.9 **"DRAWINGS"** shall include maps, plans, sketches and tracings or prints thereof with any modifications approved in writing by the Engineer (representative of Owner) and such other Drawings may from time to time be furnished or approved in writing by the Engineer. Drawings shall indicate dimensions, details, positions and type of construction.

- 1.10 **"SITE"** shall mean the land and waters and other places on, under, in or through which the WORK is to be carried out and any other lands, water or places provided by the **OWNER** for the purpose of the CONTRACT together with any place designated in the CONTRACT as forming part of the SITE.

2. GENERAL INFORMATION

2.1 LOCATION OF SITE AND ACCESSIBILITY

The SITE for the works is Survey no 278/1 and 279/1, Thandalam Village, the intending tenderer can inspect the site and make himself familiar with the site conditions, existing buildings, available space for working / storage and available communication facilities at his own cost.

Non availability of access roads or railway siding or permits for entry of vehicles to any specific area shall in no case be the cause to condone any delay in the execution or be the cause for any claims or extra payments.

2.2 SCOPE OF WORK

The scope of Work is defined in the Bill of Quantities, Special Conditions of Contract and Specifications and drawings.

The **CONTRACTOR** shall provide all necessary materials, Equipment and labour etc. for the execution and maintenance of the WORK till completion unless otherwise specifically agreed to in writing. All materials that go with the WORK shall be approved by the Engineer.

2.3 WATER FOR CONSTRUCTION AND OTHER USE

Construction Water & Distribution will be Contractors Scope. For this purpose, the **CONTRACTOR** shall arrange for adequate bore well / Tanker waters including storage arrangements with pumping facility and distribution arrangements so that sufficient quantity of water is available at all times to meet the **CONTRACTOR's** construction, curing and all other requirements.

The water will have to be tested by the **CONTRACTOR** for its quality as and when required to ensure proper construction quality.

2.4 POWER (ELECTRICITY) SUPPLY

Construction Power & Temporary lighting will be Contractors Scope. Other vendors may also need Electricity for their work. Modalities of charging for usage by such vendors is to be worked out by the CONTRACTOR. The **OWNER** will not be liable to compensate for any costs incurred by the CONTRACTOR towards such usage. Suitable sub-meters may be factored by the CONTRACTOR to cover such contingencies.

2.5 SAFETY STANDARDS FOR TEMPORARY BUILDINGS

All temporary buildings, sheds, workshops, field station, etc. shall be constructed in conformation with the safety and security regulations of the **OWNER**, as regards location and type of structures. Roofing and cladding with grass or paddy straw or coconut leaf will not be permitted within the site.

3. GENERAL INSTRUCTIONS TO TENDERERS

3.1 INTRODUCTION

3.1.1 AUTHORITIES

DHARANEESWARAR EDUCATIONAL TRUST (hereinafter called the **OWNER / Employer**), are desirous of setting up **an additional building for Sri Matriculation Higher Secondary School** & will be represented by **THE ENGINEER**. in the execution of the project. The Engineer will receive tenders in respect of works as set forth in the accompanying tender documents. Tenders shall be prepared and submitted in accordance with the tender documents and instructions given herein.

3.1.2 SCHEDULES

Tenderers shall submit a schedule giving details of qualification and experience of **key personnel** who will be available for administration and execution of the work

Tenderers shall submit a schedule of major items of constructional **plant and equipment**, erection equipment etc. proposed for use in carrying out the works. The periods of availability of all items shall be clearly indicated with reference to the date of award of the work.

Tenderers shall submit a time schedule of items of work in the form of a **bar chart**. Tenderers shall submit all other information that has been asked for in the tender documents as required to be submitted along with the tender.

3.2 COST OF TENDERING

The tenderer shall bear all costs associated with the preparation and submission of his tender and the OWNER will in no case be responsible or liable for these costs regardless of the conduct or outcome of the tendering process.

3.3 SITE VISIT

The tenderer shall be deemed to have visited the site and examined the site of works and its surroundings and obtained for himself on his own responsibility all information as to the nature of the ground and sub soil, means of communication and access and any other information that may be necessary for preparing the tender. All associated costs shall be at tenderers own expense.

It is expressly understood that the tenderer will indemnify the OWNER, and their respective trustees, officers, employees and representatives against all liability that may arise in respect of his visit to site.

3.4 DISCREPANCIES AND DIFFERENCES

The tenderer shall carefully examine all tender documents and shall report in writing to the **OWNER**, any discrepancy or difference found therein. The **OWNER** on receipt of such information shall take necessary action, as he deems fit. In case any discrepancies or deviations are discovered after award of works, the decision of the **OWNER** shall be final and binding.

3.5 SUBMISSION OF TENDER

Full set of complete tender documents shall be returned duly completed and signed. Soft copy of the same is also to be delivered as part of the sealed package in a Pen drive

3.6 AMENDMENT OF TENDER DOCUMENTS

The **OWNER** may issue amendment/s to modify the tender documents. These will be sent to prospective tenderers prior to date of submission of tenders and will be binding on them. Amendments to the tender documents, if issued, must be signed and submitted along with the tender documents.

Such amendments shall form part of tender documents.

If necessary, the date of submission of tenders may be extended so as to give reasonable time to prospective tenderers to act on the amendments. All conditions applicable to original date will also be applicable to the extended date of submission.

3.7 TENDER VALIDITY

The tender shall remain valid and open for acceptance for a period of 30 days from the specified date of receipt of tender. This can be extended, if necessary, only with the written consent of the tenderer.

3.8 ALTERNATIVE OFFERS

The tenderer shall submit, without exception the offer which complies fully with the requirements of all the tender documents. The tenderer may, in addition to his offer, submit alternatives for items subject to the same meeting the functional requirements and complying with the specifications, wherever applicable. Technical alternatives accompanied by all necessary information may also be submitted in addition. However, these should be accommodated within the overall layout plan of the facilities. In any case such alternatives will only be considered as solicited alternatives which, if accepted, will be binding on the tenderer.

The **OWNER** reserves the right to reject or not consider such alternatives without assigning any reason.

3.9 SIGNING OF TENDERS

This shall be done as stipulated in Notice inviting Tender.

All signatures in tender document shall be dated, as well as all the pages of all sections of tender documents shall be initialed by the tenderer.

All corrections and alteration in the entries of tender papers will be signed in full by the tenderer with date. No erasures or over writings are permissible.

3.10 SUBMISSION OF TENDER

Full set of all tender documents in original duly signed and witnessed shall be submitted in a sealed cover with the name of work superscribed there on and the full address of the tenderer shall be written on the bottom left corner of the sealed cover.

The contents of the tender documents shall be treated as private and confidential by all the recipients.

Tenders must be received by the **OWNER** before 15.30 Hrs on the designated date of submission.

Any tender received after the expiry of the deadline will not be considered.

Tender, on submission as mentioned above, shall be the property of the **OWNER** and it shall not be returned to tenderer on any account.

3.11 TENDER EVALUATION

3.11.1 The **OWNER** is not bound to accept lowest or any tender or assign any reason for his action. He reserves the right to divide the work between two or more tenderers.

Subsequent to the receipt of tenders all information relating to processing the tenders, their evaluation, comparison and observations concerning award of works shall not be disclosed to tenderers. Any effort by any of the tenderers to use influence in the process leading to award of works may result in the rejection of his tender.

The **OWNER** may ask the tenderers, individually, for clarification of any aspect of the submitted tenders and such clarification shall be forthwith supplied.

3.11.2 CORRECTION OF ERRORS

Tenders determined to be responsive will be checked by the **OWNER** for any arithmetical errors in computation and summation. Errors will be corrected as follows:

- a) Where there is a discrepancy between unit prices in figures and in words, the unit prices in words will govern; and
- b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the **OWNER** there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

If a tenderer does not accept the correction of errors as outlined above, his tender will be rejected.

3.12 NOTIFICATION OF AWARD

Prior to expiry of the period of validity of tender or any extension thereto, the successful tenderer will be notified by a letter of acceptance that his tender has been accepted. From this stage onwards no correspondence will be entertained from the unsuccessful tenderers.

3.13 SIGNING OF AGREEMENT

Upon receipt of the Letter of Acceptance of the contract by the successful tenderer, the successful tenderer shall prepare a draft of the Form of Agreement in accordance with the Form of an Agreement which will be shared with the successful tenderer. The Agreement will involve the following parties:

- a) Dharaneeswarar Educational Trust represented by the Engineer
- b) Vendor selected through this Tender process for execution of the work

and submit the same within 7 days of the date of receipt of the Letter of Acceptance. The **OWNER** shall return the draft duly approved within 7 days from the receipt of the draft and the successful tenderer shall get the same engrossed, have the correct amount of stamp duty adjudicated by the Superintendent of Stamps, Chennai and thereafter return the same duly signed and executed on behalf of the successful tenderer within 7 days from the receipt of the approved draft. A Letter of Intent will be issued pending the signing of the formal Agreement to enable the successful vendor to commence mobilization efforts.

3.14 INCOME TAX PERMANENT ACCOUNT NUMBER:

The **CONTRACTOR** shall indicate his income tax permanent account number (GIR No. in case permanent account number is not allotted) to enable the **OWNER** to issue tax deduction certificate. Income Tax deduction at source will be made as per statutory requirement.

3.15 MONTHLY RETURNS ON WAGES ETC.

The **CONTRACTOR** shall submit to **OWNER**, the monthly returns of manpower employed, and details of wages paid in a proforma acceptable to the Engineer.

3.16 PERIOD OF COMPLETION

Time allowed for carrying out the work as mentioned in the Notice Inviting Tender shall be strictly observed by the **CONTRACTOR** and it shall be reckoned from the 7th day after the date of written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the **CONTRACTOR** fails to complete the work within the specified period, he shall be liable to pay compensation as defined in clause "Liquidated Damages" of the General Obligations. The successful tenderer shall before commencing work prepare a detailed work programme, which shall be approved by the **OWNER**.

3.17 CO-OPERATION AND CO-ORDINATION WITH OTHER CONTRACTORS:

The **OWNER** shall engage **CONTRACTORS** for other works in the same site and such **CONTRACTORS** employed by the **OWNER** may be working in the vicinity of the said works. The **CONTRACTOR** shall co-operate, co-ordinate and liaise with such other **CONTRACTORS** and adjust his construction programme for the completion of work accordingly so that the work shall proceed smoothly with least possible delay and to the satisfaction of the **OWNER** and no claim or compensation due to any reason whatsoever will be entertained on this account. The **OWNER**, and their respective trustees, officers, employees and representatives will be indemnified by the **CONTRACTOR** for any claims from other **CONTRACTORS** on this account.

No claims will be entertained that arise out of the presence and work activities of other **CONTRACTORS** and additional costs, if any, on this account are deemed to be included in the quoted rates.

3.18 UNIT PRICE VARIATION

The successful tenderer shall make his own arrangement to obtain all materials required for the work including, Cement, Reinforcement Steel. Tenderers are to quote all materials, including Cement, Reinforcement Steel. **No escalation is accepted rates due to increase in prices of materials, labour, transport, fuel, taxes, duties or levies or any other cause - Direct or indirect, is acceptable and rates accepted shall remain firm till the completion of the contract.** Changes in statutory rates will be appropriately handled

The unit rates quoted for exactly similar items appearing in different parts of Bill of Quantities shall be the same. If different rates are quoted the lowest rate shall be applicable.

4. GENERAL OBLIGATIONS

4.1 INTERPRETATION OF CONTRACT DOCUMENTS

- 4.1.1 Several documents forming the CONTRACT are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the CONTRACT or any of the CONTRACT documents, the matter may be referred to ENGINEER who shall give his decision and issue to the **CONTRACTOR** instructions directing in what manner the work is to be carried out. The decision of the ENGINEER shall be final and conclusive and the **CONTRACTOR** shall carry out WORK in accordance with this decision without any increase in cost.
- 4.1.2 Works shown upon the Drawing but not mentioned in the Specifications or described in the Specifications without being shown on the Drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specification. The rates for such works shall be deemed to be included in the relevant items of the bill of quantities.
- 4.1.3 All headings to the clauses are solely for the purpose of giving concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof of the CONTRACT.
- 4.1.4 In this Contract Document unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires. Words importing persons shall include relevant incorporated companies/registered associations / body of individuals/ firm or partnership.

4.2 CONTRACT CONDITIONS

- 4.2.1 Contract Conditions shall be read in conjunction with the Specifications of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.
- 4.2.2 Notwithstanding the sub-division of the documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 4.2.3 Wherever it is mentioned in the Specifications and / or indicated in the drawings, that the **CONTRACTOR** shall perform certain Work or provide certain Facilities, it is understood that the **CONTRACTOR** shall do so at his own cost.
- 4.2.4 The Materials, Design and Workmanship shall satisfy the relevant Indian Standards, Specifications contained herein and Codes referred to. Where the Specifications stipulate requirements in addition to those contained in the standard Codes and Specifications, these additional requirements shall be satisfied.

4.3 CONTRACTOR TO OBTAIN HIS OWN INFORMATION

The **CONTRACTOR** in fixing his rates shall for purposes whatsoever be deemed to have himself independently obtained all necessary information for the purpose of preparing the Tender. The correctness of the details, given in the Tender Document to help the **CONTRACTOR** to make up the Tender is not guaranteed.

The **CONTRACTOR** shall be deemed to have examined the Contract Document, to have generally obtained his own information in all matters whatsoever that might affect the carrying out the WORK at the Scheduled Rates and to have satisfied himself to the sufficiency of his Tender. Any error in description of quantity or omission therefrom shall not vitiate the **CONTRACTOR** release the **CONTRACTOR** from executing the WORK comprised in the CONTRACT according to Drawings and Specifications at the Scheduled Rates. He is deemed to have known the scope, nature and magnitude of the work and the requirements of Materials and Labour involved etc. and as to what all WORK he has to complete in accordance with the CONTRACT whatever be the defects, omissions or errors that may be found in the Contract Document. The **CONTRACTOR** shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any and also as to the nature and the conditions of the roads, culverts, means of transport and communications, and as to possible interruptions thereto and the access and egress from the SITE, to have made enquires, examined and satisfied himself as to the Sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, Depots and such other Buildings as may be necessary for executing and completing the WORK to have local independent enquires as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climate conditions and all other similar matters affecting the WORK. He is deemed to have acquainted himself as to his liability for payment of Government taxes, customs duty and other charges.

Any neglect or failure on the part of the **CONTRACTOR** in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risk or liabilities for the entire responsibility from completion of the WORK at the scheduled rates and time in strict accordance with the Contract Document.

No verbal agreement or inference from conversation with any officer or employee of the **OWNER** either before or after the execution of the Contract Agreements shall in any way affect or modify any of the terms or obligations herein contained.

4.4 PAYMENT

No Advance shall be paid against mobilization of work

Running account bill shall be raised by the contractor on every 25th day of every month and after Certification by Engineer In charge, the tax invoice shall be submitted to Dharaneeswarar Educational Trust. This is conditional on milestone achievement. Payment terms will be 30 days from the date of submission of invoices.

All invoices/bills relating to work carried out will follow the Dharaneeswarar Educational Trust payment process and payment for the same will be done by Dharaneeswarar Educational Trust directly to the vendor wherever applicable only after the same is verified

and approved by **ENGINEER** and **DHARANEESWARAR EDUCATIONAL TRUST**, based on the actual work executed at site.

Release of payment by DHARANEESWARAR EDUCATIONAL TRUST shall be done within 30 days from the date of submission of Invoice subject to the claim being in order as certified by the Employer.

4.5 PERFORMANCE GUARANTEE / RETENTION MONEY

4.5.1 PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

Performance Guarantee: 5% of the accepted contract value, valid until expiry of the Defects Liability Period and discharge of all contractual obligations.

A Performance Bank Guarantee in favour of Dharaneeswarar Educational Trust for an amount of 5% (Five percent) of the accepted value of the tender in the prescribed proforma from an approved Bank in Chennai as Security Deposit shall be furnished by the successful tenderer within 7 (seven) days of receipt by him of the notification of Acceptance of Tender. The Performance Bank Guarantee shall be valid for the period from the commencement of work and up to the Defects liability period and discharge of all contractual obligations. This may be required to be extended if all obligations under the contract are not complied with. Such extensions will be carried out on instructions from the Engineer without extra cost. The Performance Bank Guarantee shall be released after the Engineer is satisfied that all obligations have been complied with and after adjustment against dues to the OWNER if any. This Security Deposit Bank Guarantee will not bear any interest or any related costs.

Failure of the successful tenderer to lodge the required Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security in which event the work may be awarded to any of the other **CONTRACTORS**.

4.5.2 RETENTION MONEY

Retention money at the rate of 5% of value of each certified bill shall be recovered from the **CONTRACTOR's** payment. The maximum limit of recovery of retention money shall be 5% of contract value.

One half of the total Retention Money shall be released by the **OWNER** to the **CONTRACTOR** along with the FINAL PAYMENT CERTIFICATE. The balance of the Retention Money shall be released by the **OWNER** on satisfactory completion of defect liability period and on issue of FINAL COMPLETION CERTIFICATE by the Engineer. No interest shall be paid by the **OWNER** for the amount withheld as retention money by the **OWNER**.

4.6 Damages to Property:

4.6.1 If the CONTRACTOR/SUB-CONTRACTOR or their employees shall break, deface or destroy any Property belonging to the OWNER, and their respective trustees, officers, employees and representatives or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expense and in default thereof, the Engineer may cause the same to be made good by other Agencies and recover expenses from the CONTRACTOR (for which the certificate of the Engineer shall be final). In such a case, OWNER is at liberty to enforce the Bank Guarantee to recover the

cost incurred irrespective of any dispute between the **OWNER** and the **CONTRACTOR** in this regard.

- 4.6.2** All Compensation or other sums of money payable by the **CONTRACTOR** to the **OWNER** under terms of this CONTRACT may be deducted from or paid by the sale of a sufficient part of his Security Deposit or from any sums which may be due or may become due to the **CONTRACTOR** from the **OWNER** on any account whatsoever and in the event of his Security Deposit being reduced by reasons of any such deductions or sale of aforesaid, the **CONTRACTOR** shall within Ten (10) days thereafter make good in the form of Bank Guarantee in prescribed proforma any sum or sums which may have been deducted from or realised by sale of his Security Deposit, or any part thereof. No interest shall be payable by the **OWNER** for sum deposited as Security Deposit.

4.7 TIME OF PERFORMANCE

- 4.7.1** The work covered by this contract shall be commenced from the 7th day after the date of the Letter of Acceptance of the tender and should be completed as mentioned in the Time Schedule of completion of work.

4.7.2 TIME SCHEDULE

The general Time Schedule of construction indicating the milestone completion dates is given Clause 4.6.2.1. **CONTRACTOR** should prepare and submit the detailed monthly or weekly construction programme in consultation with the Engineer within 7 (seven) days of date of Letter of Acceptance of Tender. The WORK shall be executed strictly as per the construction programme and completed within the stipulated period given in this Document. The period of construction given includes the time required for mobilisation, testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer.

4.7.2.1 MILESTONE FOR SCHEDULE OF WORK

S.No	Stage of works	Duration Date
1	Foundation & Basement	Day 1
2	Filling work complete With consolidation	Day 45
3	Ground floor Roof Slab Concrete Completion	Day 75
4	First floor roof slab completion	Day 100
5	Masonry work and Plastering work Completion at all floors	Day 140
6	Putty and flooring work completion at all floors	DAY 170
7	Doors and Windows fixing at all floors ; MEP works completion at all floors (Electrical, Plumbing, Fire fighting, CCTV etc), Final Coat Painting and Handing over	Day 200

4.8 FORCE MAJEURE

Any delays in or failure of the performance of either party here to shall not constitute default here under or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the public enemy; expropriation or confiscation of facilities by Government authorities, compliances with any order or request of any Government authorities, acts of war, rebellion or sabotage or fires, floods, explosions, riots etc.

4.9 EXTENSION OF TIME

The **CONTRACTOR** shall immediately notify the Engineer in writing of any occurrence which has caused or which may cause a delay which will affect the performance of the work or the completion date of the work. If the delay is caused by an act of God or Force majeure, then and only then **CONTRACTOR** may submit a claim to the Engineer for an extension of the time of the work. There mere shortage of labour, materials or utilities shall not constitute force majeure, unless any such shortage is caused by circumstances which are themselves force majeure.

4.9 LIQUIDATED DAMAGES FOR DELAY

Time is the essence of the CONTRACT. In case the **CONTRACTOR** fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages of **0.5% (Zero Decimal Five percent)** of the value of CONTRACT per week of delay subject to a maximum of **2.5% (Two point Five percent)** of the value of the CONTRACT. The parties agree that this is a genuine pre-estimate of the loss / damage which will be suffered on account of delay on the part of the **CONTRACTOR** and the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay.

LIQUIDATED DAMAGES - REASONABLE COMPENSATION

All sums payable by way of liquidated damages under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damages which shall have been sustained.

4.10 CHANGE IN CONSTITUTION

Where the **CONTRACTOR** is a partnership firm the prior approval, in writing, of the **OWNER** shall be obtained before any change is made in the constitution of the firm. Where the **CONTRACTOR** is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such **CONTRACTOR** enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the WORK hereby undertaken by the **CONTRACTOR**.

In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 4.20 hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause.

4.11 IF THE CONTRACTOR DIES

If the Contractor dies after submission of the tender or during the currency of the contract, the fact of death shall be notified in writing to the Employer/Department by the legal heirs, legal representatives, partners, authorised signatory, or any person in possession of the contract documents within seven days from the date of death or from the date on which such person becomes aware of the death.

In the case of a sole proprietor or individual contractor, the contract shall not automatically stand transferred to the legal heirs or representatives. The Employer/Department may, at its sole discretion and subject to production of satisfactory legal heirship, succession, authorisation, tax, registration, solvency, and technical capability documents, permit the legal heirs or duly authorised representative to continue the work on the same terms and conditions.

4.12 EMPLOYEES OF THE OWNER NOT INDIVIDUALLY LIABLE

No Director, or Official or employee of the **OWNER** shall be in any way personally bound or liable for the acts or obligations of the **OWNER** under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

4.13 OWNER NOT BOUND BY PERSONAL REPRESENTATION

The **CONTRACTOR** shall not be entitled to any increase on the Schedule Rates or any other right or claim whatsoever by reason of any representation, explanation or statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

4.14 CONTRACTOR'S OFFICE AT SITE

The **CONTRACTOR** shall provide and maintain an office at the SITE for accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notices or other communications from the Owner, Engineer & other Consultants.

The **CONTRACTOR** shall also provide Site office for OWNER representative of size 10' x 15' along with furniture's, Air-conditioning, lighting facility, Toilet etc., at no extra cost.

The **CONTRACTOR** shall provide and maintain a Conference room at no extra cost for 15 seating capacity within the site to conduct the review meeting by Owner, Engineers & other Consultants.

4.15 PLANT AND MATERIALS

The **CONTRACTOR** shall include a detailed chart showing the plant and equipment to be deployed on the works and the periods during which the same will be available. In the event additional plant and equipment are considered necessary in the opinion of the **OWNER**, the same shall be provided forthwith at no extra cost.

The **OWNER** may require removal from the works of any plant and material brought for the Contract works, which he considers as unsuitable. No reason is required to be furnished for this.

5. PERFORMANCE OF WORK

5.1. EXECUTION OF WORK

All the WORK shall be executed in strict conformity with the provisions of the Contract Documents and with such explanatory detailed Drawings, Specifications and Instructions as may be furnished from time to time to the **CONTRACTOR** by the Engineer, whether mentioned in the CONTRACT or not. The **CONTRACTOR** shall be responsible for ensuring that WORK throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the Specifications and to the entire satisfaction of the Engineer

5.2. WORK IN MONSOON AND DEWATERING

- 5.2.1** The completion of the WORK will entail working in the monsoon also. The **CONTRACTOR** must maintain necessary labour force as may be required for the WORK and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such WORK in monsoon.
- 5.2.2** During monsoon and other period, it shall be the responsibility of the **CONTRACTOR** to keep the construction work Site free from water logging at his own cost.

5.3. WORK ON SUNDAYS AND HOLIDAYS

For carrying out WORK on Sundays and Holidays, the **CONTRACTOR** will approach the Engineer or his representative at least two (2) days in advance and obtain permission.

5.4. GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK

- 5.4.1** The working time is forty-eight (48) hours per week. Overtime work is permitted in cases of need and the OWNER will not compensate for the same. Shift working at two (2) or three (3) shifts per day may become necessary and the **CONTRACTOR** should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the OWNER on this account.
- 5.4.2** The **CONTRACTOR** must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The OWNER will not entertain any claim for idle payment whatsoever.
- 5.4.3** The **CONTRACTOR** shall submit to the OWNER reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed.
- 5.4.4** Any setback to progress of works will be made good by increase of resources at no additional cost.

5.5. DRAWINGS

- 5.5.1** Where Drawings are attached with Tender, these shall be for the general guidance of the CONTRACTOR to enable him to visualise the type of WORK contemplated and Scope of Work involved. The CONTRACTOR will be deemed to have studied the Drawings and formed an idea about the WORK involved.
- 5.5.2** Detailed working Drawings on the basis of which actual execution of WORK is to proceed will be furnished by the CONTRACTOR from time to time during the progress of WORK. CONTRACTOR shall be deemed to have gone through the Tender Drawings and instructions thoroughly and carefully and in conjunction with all other connected Drawings and include the information in preparation of working drawings.
- 5.5.3** Copies of all detailed working Drawings relating to WORK shall be kept at the CONTRACTOR's office at the SITE and shall be made available to the Engineer at any time during the CONTRACT. The drawings and other documents issued by the OWNER shall be returned to the OWNER on completion of the work.
- 5.5.4** Where approval of Drawings for Manufacture / Construction/Fabrication has been specified, it shall be CONTRACTOR's responsibility to have these Drawings prepared as per the directions of Engineer and got approved before proceeding with Manufacture / Construction / Fabrication as the case may be. Any changes that may have become necessary in these Drawings during the execution of WORK shall have to be carried out by the CONTRACTOR to the satisfaction of Engineer at no extra cost (Engineer / Owner appointed Employed).
- 5.5.5** A period of one (1) week from the date of receipt shall be required for approval of Drawings by the Engineer as the case may be.

5.6. SETTING OUT WORK

- 5.6.1** The Engineer shall furnish the CONTRACTOR with only the corners of the SITE and a level Benchmark and the CONTRACTOR shall set out the WORK and shall provide an efficient staff for the purpose and shall be responsible for the accuracy of such setting out.
- 5.6.2** The CONTRACTOR shall provide, fix and be responsible for the maintenance of all Stakes, Template, Level Marks, Profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing Survey Marks, Boundary Marks, Distance Marks and Centre Line Marks, either existing or supplied and fixed by the CONTRACTOR. The WORK shall be set out to the satisfaction of the Engineer. The approval thereof or joining with the CONTRACTOR by the Engineer in setting out the WORK shall not relieve the CONTRACTOR of any of his responsibilities.
- 5.6.3** Before beginning the WORK, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, bamboos, flags, ranging rods, strings and other materials for proper layout of the WORK in accordance with the

scheme for bearing marks acceptable to the Engineer. The centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer in writing but such approval shall not relieve the CONTRACTOR of any of his responsibility. The CONTRACTOR shall also provide all labour, material, instruments, equipments and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

5.6.4 Pillars bearing geodetic marks located at the SITE of work under construction should be protected and fenced by the CONTRACTOR.

5.6.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.

5.7. RESPONSIBILITY FOR LEVEL AND ALIGNMENT

The **CONTRACTOR** shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of WORK and shall rectify effectually any errors or imperfections therein. Such rectification shall be carried out by **CONTRACTOR** at his own cost, when instructions are issued by the Engineer.

5.8. MATERIAL TO BE SUPPLIED BY CONTRACTOR

CONTRACTOR shall procure and provide the whole of the materials including building materials, tools, tackles, construction plant and equipment for the completion and maintenance of WORK and shall make his own arrangement for procuring such materials and for the transport thereof. The **OWNER** may give necessary recommendation to the respective authority if so desired by **CONTRACTOR** but assumes no further responsibility of any nature. The **OWNER** will insist on the procurement of materials as specified.

5.9. MATERIALS OBTAINED FROM DISMANTLING

If **CONTRACTOR** in the course of execution of WORK is called upon to dismantle any part for reasons other than those stipulated in clause 5.23 hereunder, the materials obtained in the work of dismantling etc., will be considered as the **OWNER's** property and will be disposed of to the best advantage of **OWNER**.

5.10 ARTICLES OF VALUE FOUND

All gold, silver and other minerals of any description and all precious stones, coin, treasure, relics, antiquities and other similar things which shall be found in, under or upon SITE, shall be the property of **OWNER** and **CONTRACTOR** shall duly preserve the same to the satisfaction of the Engineer and shall from time to time deliver the same to such person or persons indicated by the **OWNER**.

5.11 DISCREPANCIES BETWEEN INSTRUCTIONS

Should any discrepancy occur between the various instructions furnished to **CONTRACTOR**, his agents or staff or any doubt arise as to the meaning of any such instructions or should there be any misunderstanding between **CONTRACTOR's** staff and the Engineer's staff, **CONTRACTOR** shall refer the matter immediately in writing to the Engineer whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts or misunderstanding shall in any event be admissible.

5.12 ALTERATIONS IN SPECIFICATIONS AND DESIGNS AND EXTRA WORK

5.12.1 The Engineer shall have power to make any alterations in, omissions from, additions to or substitutions for, the schedule of rates, the original Specifications, Drawings, Designs, and Instructions that may appear to him to be necessary or advisable during the progress of WORK and **CONTRACTOR** shall be bound to carry out such altered extra/new items of Work in accordance with any instructions which may be given to him in writing signed by the Engineer, and such alterations, omissions, additions or substitutions shall not invalidate CONTRACT and any altered, additional or substituted Work which **CONTRACTOR** may be directed to do in manner above specified as part of the Work shall be carried out by **CONTRACTOR** on the same conditions in all respects on which he agreed to do the WORK. The time for completion of WORK may be extended for the part of the particular job at the discretion of the Engineer, for only such alterations, additions or substitutions of Work, as he may consider as just and reasonable. The rates for such additional, altered or substituted Work under this clause shall be worked out in accordance with the following provisions:

- a) If the rates for additional altered or substituted Work are specified in CONTRACT, the **CONTRACTOR** is bound to carry out the additional, altered or substituted Work at the same rates as are specified in CONTRACT unless the Engineer considers otherwise. In this case the rates will be determined by the Engineer as provided in sub-section (c) here below.
- b) If the rates for the additional, altered or substituted Work are not specifically provided in CONTRACT, the rates will be derived from the rates for similar class of Work as are specified in CONTRACT. The opinion of the Engineer, as to whether or not the rates can be reasonably so derived from the items in the CONTRACT will be final and binding on **CONTRACTOR**.
- c) If the rates for the altered, additional or substituted Work cannot be determined in the manner specified in the sub-clause (a) & (b) above, then **CONTRACTOR** shall, within seven (7) days of the date of receipt of order to carry out WORK, inform the Engineer of the rate which it is his intention to charge for such class of Work, supported by analysis of the rate or rates claimed, and the Engineer shall determine the rate or rates on the basis of the prevailing market rates of materials labour cost at schedule of labour plus Twenty percent (20%) thereon to cover **CONTRACTOR's** supervision, over-heads and profit and pay the **CONTRACTOR** accordingly. The opinion of the Engineer as to the current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on **CONTRACTOR**.
- d) Notwithstanding anything mentioned in sub-sections a, b and c above, the Engineer has the right to determine rates for additional / extra works and these

shall be binding on the **CONTRACTOR** who shall forthwith execute such works. The Engineer shall also have the option to employ another agency to execute such works and the **CONTRACTOR** shall provide full co-ordination.

5.13 ACTION WHERE NO SPECIFICATION IS ISSUED

In case of any class of Work for which there is no such Specification as is mentioned in the Tender Document such Work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per Standard Engineering Practice, subject to the approval of the Engineer.

5.14 ABNORMAL RATES

CONTRACTOR is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all Specifications and conditions of CONTRACT. This will avoid loss of profit or gain in case of curtailment or change of Specification for any item. In case it is noticed that the rates quoted by the Tenderer for any item are unusually high or unusually low it will be sufficient cause for the rejection of the Tender unless the **OWNER** is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the Tenderer on demand. In the alternative the rates for such items may be revised at the discretion of the Engineer and the revised rates will become applicable.

5.15 INSPECTION OF WORK

5.15.1 The Engineer will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's Premises/Workshops wherever situated. Premises / Workshops of any person, firm or corporation where work in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and CONTRACTOR shall afford or procure for the Engineer, every facility and assistance to carry out such inspection. CONTRACTOR shall, at all time during the usual working hours and all other times at which reasonable notice of the intention of the Engineer or his representative to visit the WORK shall have been given to CONTRACTOR, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to CONTRACTOR himself. CONTRACTOR shall give not less than seven (7) day's notice in writing to the Engineer before covering up or otherwise placing beyond reach of inspection and measurement any Work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

5.15.2 The written instructions regarding any particular work will normally be passed by the Engineer or his Authorised Representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorised representative by way of acknowledgement within Twelve (12) hours.

5.15.3 No material shall be despatched from CONTRACTOR's stores before obtaining the approval in writing of the Engineer, before leaving the site.

5.15.4 CONTRACTOR is to provide at all times during the progress of WORK and maintenance period proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of WORK by the Engineer. No wooden poles or platform are allowed wooden scaffolding is strictly prohibited.

5.16 ASSISTANCE TO ENGINEER

CONTRACTOR shall make available to the Engineer free of cost all necessary instruments and assistance in checking of setting out of WORK and in the checking of any WORK made by CONTRACTOR and taking measurement of WORK.

5.17 TESTS FOR QUALITY OF WORK

5.17.1 All workmanship shall be of the respective kinds described in the Contract Document and in accordance with the instructions of the Engineer and shall be subjected from time to time to such test at CONTRACTOR's cost as the Engineer may direct at the place of manufacture or fabrication or on the SITE or at an independent laboratory or at 6all or any such places. CONTRACTOR shall provide assistance / instrument, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer. The results of the tests in original will be forwarded directly to the Engineer by the testing authority with copies sent to CONTRACTOR.

5.17.2 All the tests that will be necessary in connection with the execution of WORK as decided by the Engineer shall be carried out at the field testing laboratory of CONTRACTOR at his costs. All the required tests on materials and works shall be done by the CONTRACTOR at his costs. In case it is directed to carryout tests at an independent laboratory CONTRACTOR shall arrange to do so at his cost as directed by the Engineer. The reports of such field test should besubmitted to the Engineer for reference and records.

5.18 SAMPLES

CONTRACTOR shall furnish to the Engineer for approval when requested or if required by the Specifications, adequate samples of all materials and finishes to be used in WORK at contractors cost. Such samples shall be submitted before WORK is commenced and in ample time to permit tests and examination thereof. All materials furnished and finishes applied in WORK shall be fully equal to the approved samples.

5.19 ACTION AND COMPENSATION IN CASE OF BAD WORK

If it shall appear to the Engineer that any Work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by **CONTRACTOR** for the execution of WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with CONTRACT, **CONTRACTOR** shall on demand in writing from the Engineer or his authorized representative specifying the WORK, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the Work, so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within the period to be specified by the Engineer in his demand aforesaid, the Engineer

may on expiry of notice period rectify or remove and re-execute the Work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of **CONTRACTOR**. The decision of the Engineer as to any question arising under this clause shall be final and conclusive.

5.20 SUSPENSION OF WORK

- a) Subject to the provisions of the sub-para (ii) of this clause, **CONTRACTOR** shall if ordered in writing by the Engineer, or his representative, temporarily suspend the WORK or any part thereof for such period and such time as so ordered and shall not, after receiving such written order proceed with WORK therein ordered to be suspended until he shall have received a written order to proceed therewith. The **CONTRACTOR** shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of WORK aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of WORK as aforesaid will be granted to **CONTRACTOR** should he apply for the same provided that the suspension was not consequent to any default or failure on the part of **CONTRACTOR**.
- b) In case of suspension of WORK ordered in writing by Engineer, for period of more than two (2) months, **CONTRACTOR** shall have the option to terminate CONTRACT, provided that the **CONTRACTOR** shall exercise such option forthwith. The **CONTRACTOR** shall not be entitled to claim any damages or compensation on this account.

5.21 OWNER MAY DO PART OF WORK

Upon failure of **CONTRACTOR** to comply with any instructions given in accordance with the provisions of this CONTRACT, the **OWNER** has the alternative right, instead of assuming charge of WORK to place additional labour force, tools, Equipment and materials on such parts of WORK, as the **OWNER** may designate or also engage another **CONTRACTOR** to carry out WORK in such cases, the **OWNER** shall deduct from the amount which otherwise might become due to **CONTRACTOR**, the cost of such WORK and materials with twenty percent (20%) added to cover all departmental charges and should the total amount thereof exceed the amount due to **CONTRACTOR**, **CONTRACTOR** shall pay the difference to the **OWNER**. In the alternative the **OWNER** shall recover such costs from Performance Bank Guarantee.

5.22 POSSESSION PRIOR TO COMPLETION

The Owner shall have the right to take possession of or use any completed or partially completed WORK or part of WORK. Such possession or use shall not be deemed to be an acceptance of any WORK completed in accordance with CONTRACT. If such prior possession or use by the Engineer delays the progress of WORK, equitable adjustment in the time of completion will be made and the **CONTRACTOR** shall be notified accordingly.

5.23 PERIOD OF DEFECTS LIABILITY / PERFORMANCE

- 5.23.1 **CONTRACTOR** shall guarantee the installation WORK including material, fittings, cables and any others that are part of the work for a period of Twelve(12) months from the date of completion of work. Any damage or defect that may arise or lie undiscovered at the completion of work, connected in any way with the

Equipment or materials supplied by him or in the workmanship shall be rectified or replaced by **CONTRACTOR** at his own expense as deemed necessary by the Engineer or in default, the Engineer may cause the same to be made good by other workmen and deduct expenses (of which the certificate of Engineer shall be final) from any sums that may be then or at any time thereafter, become due to **CONTRACTOR** or from his Security Deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

5.23.2 If **CONTRACTOR** feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil guarantee called for, he shall bring this to the notice of the Engineer in writing.

5.23.3 From the commencement upto completion of WORK, **CONTRACTOR** shall take full responsibility for the care for WORK including all temporary works and in case any damages, loss or injury shall happen to WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion WORK shall be in good order and in conformity, in every respects, with the requirements of CONTRACT and the Engineer instructions.

5.23.4 If at any time, before WORK is taken over, the Engineer shall: -

Decide that any work done or materials used by **CONTRACTOR** or any **SUB-CONTRACTOR** is defective or not in accordance with CONTRACT, or that WORK or any portion thereof are defective, or do not fulfil the requirements of CONTRACT (all such materials being hereinafter, called 'Defects' in this clause), and (b) as soon as reasonably practicable gives to **CONTRACTOR** notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then **CONTRACTOR** shall at his own expense and with all speed make good the defects so specified.

In case the **CONTRACTOR** shall fail to do so, the **OWNER** may take, at the cost of **CONTRACTOR**, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by **OWNER** will be recovered from the amount due to **CONTRACTOR**. The decision of the Engineer with regard to the amount to be recovered from **CONTRACTOR** will be final and binding on **CONTRACTOR**. As soon as WORK have been completed in accordance with CONTRACT (except in minor respects that do not effect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 5.27.1 and have passed the tests on completion, the Engineer shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which WORK have been so completed and have passed the said tests and the **OWNER** shall be deemed to have taken over WORK on the date so certified. If WORK have been divided into various groups in CONTRACT, the **OWNER** shall be entitled to take over any group or groups before the other or others and thereupon the Engineer shall issue a Completion Certificate which will, however, be for such group or groups so taken over only.

5.23.5 In order that **CONTRACTOR** could obtain a Completion Certificate he shall make good, with all possible speed any defect arising from the defective materials supplied by **CONTRACTOR** or workmanship or any act or omission of CONTRACT that may have been noticed or developed, after the WORK or group of WORKS has been taken over, the period allowed for carrying out such WORK will be normally one (1) month. If any defect be not remedied within a reasonable time, the **OWNER** may proceed to do WORK at **CONTRACTOR's** risk and

expense and deduct from the Final Bill such amounts as may be decided by the Engineer.

If by reason of any default on the part of **CONTRACTOR** a Completion Certificate has not been issued in respect of every portion of WORK within one (1) month after the date fixed by **CONTRACTOR** for the completion of WORK, the **OWNER** shall be at liberty to use WORK or any portion thereof which has been completed. The **CONTRACTOR** shall be afforded reasonable opportunity for completing the WORK for the issue of Completion Certificate.

6. CERTIFICATE OF PAYMENT

6.1 SCHEDULE OF RATES AND PAYMENTS

6.1.1. The price to be paid by the OWNER to CONTRACTOR for the WORK to be done and for the performance of all the obligations undertaken by CONTRACTOR under CONTRACT shall be ascertained by the application of the respective rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of CONTRACTOR under CONTRACT and no further or other payment whatsoever shall be or become due or payable to CONTRACTOR under CONTRACT

6.1.2. The prices / rates quoted by **CONTRACTOR** shall remain firm till the issue of final certificate and shall not be subject to escalation. Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over WORK to the **OWNER** by **CONTRACTOR**. **CONTRACTOR** shall be deemed to have known the nature, scope magnitude and the extent of WORK and materials required though Contract Document may not fully and precisely furnish them. He shall make such provision in the rates as he may consider necessary to cover the cost of such items of Work and materials as may be reasonable and necessary to complete WORK. The opinion of the Engineer as to the items of work which are necessary and reasonable for completion of WORK shall be final and binding on **CONTRACTOR**, although the same may not be shown on or described specifically in Contract Document.

Generality of this present provision shall not be deemed to cut down or limit in any way **CONTRACTOR's** obligation under the Contract, because in certain cases it may and in other cases it may not be expressly stated that **CONTRACTOR** shall do or perform a work or supply articles or perform services at his own cost or without additional payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Rates.

6.1.3. Without in any way limiting the provisions of the preceding sub-clause the Rates shall be deemed to include and cover the cost of all Constructional Plant and Equipment, Temporary Work, Pumps, Materials, Labour, Insurance, Fuel, Stores and Appliances to be supplied by **CONTRACTOR** and all other matters in connection with each item in the Rates and the execution of Work or any portion thereof finished, complete in every respect and maintained as shown described in the Contract Document or as may be ordered in writing during the continuance of CONTRACT.

6.1.4. The Rates shall be deemed to include and cover the cost of all royalties and fees for the articles, and processes, protected by letters, patent or otherwise incorporated in or used in connection with WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for WORK and shall include an indemnity to the **OWNER** which **CONTRACTOR** hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on WORK of any such articles, processes or materials, octroi, works contract tax or other Municipal

or Local Board charges if levied on materials, Equipment or machineries to be brought to SITE for use on WORK shall be borne by **CONTRACTOR**.

- 6.1.5.** No exemption or reduction of customs duties, excise duties, sales tax, works contract tax, quarry or any port dues, transport charges, stamp duties or Central or States Government or Local Body or Municipal taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Rates. **CONTRACTOR** shall also obtain and pay for all permits, or other privileges necessary to complete WORK.
- 6.1.6.** The Rates shall be deemed to include and cover risk of all possibilities of delay and interference with **CONTRACTOR's** conduct of WORK which occur from any cause including orders of the **OWNER** in the exercise of his powers and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.
- 6.1.7.** The Rates are fully inclusive rates which have been fixed by **CONTRACTOR** and agreed to by the **OWNER** and cannot be altered.

6.2 PROCEDURE FOR MEASUREMENT / BILLING OF WORK IN PROGRESS

- 6.2.1.** All measurement shall be in British system (Feet & Inches). All the WORK in progress will be jointly measured by the representative of the Engineer and the Engineer, and **CONTRACTOR's** authorised agent progressively. Measurements will be recorded by the Engineer or his authorised representative and signed by **CONTRACTOR** or his authorised representative in the measurement book to be provided by the **CONTRACTOR**.

For the purpose of taking joint measurements **CONTRACTOR's** representative shall be bound to be present whenever required by the Engineer. If, however, he is absent for any reason whatsoever the measurements will be taken by **THE ENGINEER** or his representative and this will be deemed to be correct and binding on **CONTRACTOR**. In case of disputes as to the mode of measurement of any work the Engineer directions shall be followed.

- 6.2.2.** **CONTRACTOR** will submit a Bill in approved proforma in quadruplicate to the Engineer giving abstract and detailed measurements for the various items executed during a month. The Bill will be addressed to "Dharaneeswarar Educational Trust, Thandalam. The Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before sending the same for payment
- 6.2.3.** All invoices/bills relating to work carried out will follow the **Dharaneeswarar Educational Trust** payment process and payment for the same will be done by Dharaneeswarar Educational Trust directly to the vendor wherever applicable only after the same is verified and approved by the Engineer and DHARANEESWARAR EDUCATIONAL TRUST, based on the confirmation of completion of each stage of the work

6.3 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES AND WILL BE PAID ONLY AFTER COMPLETION OF STAGE

All running account payments shall be **regarded as payments by way of advance against the final** payment only and not as payment for Work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled Work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of CONTRACT, or any part thereof, in the respect, or of the accruing of any claim by **CONTRACTOR**, nor shall it conclude, determine or affect in any way the powers of the **OWNER** under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary or affect CONTRACT. The Final Bill shall be submitted by **CONTRACTOR** within one (1) month of the date of physical completion of WORK; otherwise, the Engineer certificate of the measurement and of total amount payable for WORK accordingly shall be final and binding on all parties.

6.4 PAYMENT OF CONTRACTOR'S BILL

The **CONTRACTOR** shall prepare the detailed measurements with bill and submit to the Engineer After a scrutiny of Running Account bills and upon certification by the Engineer, the accepted value of the certificates after recoveries will be forwarded to **Dharaneeswarar Educational Trust** for payment. All payments will be made by NEFT/RTGS directly to the bank account of the **CONTRACTOR** after deduction of TDS and Retention charges

The Final Bill shall be presented by the **CONTRACTOR** along with a 'NO CLAIM CERTIFICATE' in a format acceptable to the **OWNER** along with such other documents as directed by the **OWNER** within 1 (one) month from the date of completion.

All payments shall be made in Indian Currency.

6.5 RECEIPT FOR PAYMENT

Receipt for payment made on account of WORK when executed by a firm must be signed by a person holding due power of attorney in this respect on behalf of **CONTRACTOR**, except when described in Tender as a Limited Company in which case the receipt must be signed in the name of the Company by one of its principal officers or by some other person having authority to give effectual receipt for the Company.

6.6 COMPLETION CERTIFICATE

6.6.1 When **CONTRACTOR** fulfills his obligations substantially under clauses 5.27.4 and 5.27.5 he shall be eligible to apply for Completion Certificate. In case the **OWNER** requires completion and hand over of the works in parts, the **CONTRACTOR** may apply for separate Completion Certificate in respect of each such portion of Work by submitting the completion Documents along with such application for Completion Certificate.

The Engineer shall normally issue to **CONTRACTOR** the Completion Certificate within one (1) month after receiving an application therefor from **CONTRACTOR** after verifying from the completion Documents and satisfying himself that WORK has been completed in accordance with and as set out in the construction and erection Drawings, and the Contract Document.

CONTRACTOR, after obtaining the Completion Certificate, is eligible to present the Final Bill for WORK executed by him under the terms of CONTRACT for the portion of work included in the Completion Certificate

- 6.6.2** Upon completion of WORK in all respects, **CONTRACTOR** shall be furnished with a certificate by the Engineer, of such completion, but no certificate shall be given nor WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off SITE completely nor until WORK shall have been measured by the Engineer whose measurement shall be binding and conclusive. WORK will not be considered as complete and taken over by the **OWNER**, until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned to the satisfaction of the Engineer.

If **CONTRACTOR** shall fail to comply with the requirement of this clause on or before the date fixed for the completion of WORK, Engineer may at the expense of **CONTRACTOR** remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and **CONTRACTOR** shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

- 6.6.3** For the purpose of clause 6.6.1 the following Documents will be deemed to form the completion Document.

- The technical documents according to which WORK was carried out.
- Three (3) sets of "As-Built" drawings showing therein the modifications and corrections made during the course of execution.
- Substantial Completion Certificate for 'embedded' and 'covered' up WORK.
- Certificate of final levels as set out for various works

External and Internal cabling, network and wiring diagrams. In the case of External cabling, a site map showing the routing of underground cables with cable markers

Diagram showing plumbing and sanitary pipe-lines, collection chambers, routing diagram of underground pipes superimposed on a site map and other relevant assets

6.7 FINAL DECISION AND FINAL CERTIFICATE

Upon expiry of the period of liability and subject to the Engineer being satisfied the WORK has been duly maintained by **CONTRACTOR**, during such period as hereinbefore provided and the **CONTRACTOR** has in all respect duly made up any subsidence and performed on his obligations under CONTRACT, the Engineer shall give a certificate herein referred to as the final certificate to that effect and **CONTRACTOR** shall not be considered to have fulfilled the whole of his obligations until Final Certificate shall have been given by the Engineer notwithstanding any

previous entry upon WORK and taking possession, working or using of the same or any part thereof by the **OWNER/ ENGINEER**.

6.8 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

Except the final certificate no other certificate or payment against a certificate or on general account shall be taken to be an admission by the **OWNER** of the due performance of CONTRACT or any part thereof or occupancy or validity of any claim by **CONTRACTOR**.

7. TAXES AND INSURANCE

7.1 TAXES, DUTIES, OCTROI ETC.

CONTRACTOR agrees to and does hereby accept full & exclusive liability for the payment of any and all taxes, duties, GST etc. now or hereafter imposed, increased, or modified, and all the GST. now in force and hereafter increased imposed or modified from time to time in respect of WORK and materials and all contributions and taxes for unemployment compensation insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by **CONTRACTOR** and **CONTRACTOR** shall be responsible for compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and **CONTRACTOR** further agrees to comply, and to secure the compliance of all Sub-Contractors, with applicable Central, State, Municipal and Local laws and regulations and requirements of any Central, State or Local Government agency or authority. **CONTRACTOR** further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by **CONTRACTOR** or Sub-**CONTRACTOR** of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the **OWNER, and their respective trustees, officers, employees and representatives** arising under, growing out of, or by reason of WORK provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative Sub-division thereof.

All taxes, GST etc. as applicable from time to time shall be borne by the **CONTRACTOR** and are deemed to be included in the rates.

Tax deduction at source for Income tax and any other levies shall be deducted as per rules and regulations in force in accordance with acts prevailing from time to time at the prevailing rates by the **OWNER** from the bills of the **CONTRACTOR**.

7.2 INSURANCE

CONTRACTOR shall at his own expense carry and maintain insurance with reputable Insurance Companies to the satisfaction of the **OWNER** as follows:-

7.2.1 Employees' State Insurance Act

CONTRACTOR agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees' State Insurance Act, 1948, with subsequent amendments, and **CONTRACTOR** further agrees to defend, indemnify and hold the **OWNER** harmless from any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by **CONTRACTOR** or Sub-Contractor of the Employees' State Insurance Act and also from all claims, suits or proceedings that may be brought against the **OWNER** arising under, growing out of or by reasons of the WORK provided for by this CONTRACT whether brought by employees of **CONTRACTOR**, by third parties or by Central or State Government authority or any political sub-division thereof.

CONTRACTOR agrees to fill in with the Employees' State Insurance Corporation, in Declaration Form, and all forms which may be required in respect of **CONTRACTOR's** or **SUB-CONTRACTOR's** employees, required to be covered under the employees state insurance act. **CONTRACTOR** agrees to maintain all records as required under the ACT in respect of employees and payments and **CONTRACTOR** shall secure the agreement

of the Sub- **CONTRACTOR** to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to **CONTRACTOR's** or **Sub-Contractor's** account.

7.2.2 Workman's Compensation and Employer's Liability Insurance.

Insurance shall be effected for all **CONTRACTOR's** employees engaged in the performance of this CONTRACT if they are not covered under the employee's state insurance act. If any part of WORK is sublet, **CONTRACTOR** shall require the **SUB-CONTRACTOR** to provide Workman's Compensation and employer's liability insurance for the latter's employees.

7.2.3 Any other Insurance required Under Law or Regulations or by the OWNER.

CONTRACTOR shall also carry and maintain any and all other insurance, which he may be required under any law or regulation from time to time.

7.3 DAMAGE TO PROPERTY

7.3.1 CONTRACTOR shall be responsible for making good to the satisfaction of the **OWNER** any loss of article any damage to all structures and properties belonging to the **OWNER** or being executed or procured or being procured by the **OWNER** of other Agencies within the premises of all WORK of the **OWNER** if such loss or damage is due to fault and / or the negligence or willful acts of omission of **CONTRACTOR**, his employee's agents, representatives or **SUB- CONTRACTORS**.

7.3.2 CONTRACTOR shall indemnify and keep the **OWNER, and their respective trustees, officers, employees and representatives** harmless of all claims for damage to property arising under or by reason of this agreement if such claims result from the fault and / or negligence or willful acts or omissions of **CONTRACTOR**, his employees, agents, representatives or Sub-Contractors.

7.4 EMPLOYEES PROVIDENT FUND ACT, 1952 AND SCHEME

7.4.1 CONTRACTOR agrees to cover all the employees engaged by him or through Sub-Contractors under the employees provident fund scheme and shall submit necessary records to the **OWNER** in proof of compliance.

7.4.2 CONTRACTOR further agrees to defend, indemnify and hold the **OWNER** harmless from any liability of penalty which may be imposed, by the central, state or local authority by reason of any asserted violation by **CONTRACTOR** or his Sub-Contractor of the provisions of the Employees Provident Fund Act, and the schemes thereunder.

7.5 INSURANCE

7.5.1 The **CONTRACTOR** shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor on the part of the **CONTRACTOR** or any Sub-Contractor or any nominated Sub-Contractor or any of their employees.

7.5.2 The liability under this clause shall cover also, inter alia, any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the buildings and other structures and works forming the subject matter of this contract. The **CONTRACTOR** shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclement of weather.

The **CONTRACTOR** shall indemnify and keep indemnified the **OWNER, and their respective trustees, officers, employees and representatives** and hold them harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statutes or otherwise and also in respect of any award or compensation or damage consequent upon such claim.

7.5.3 The **CONTRACTOR** shall, at his own expense, effect and maintain till the issue of the completion certificate under this contract, with an insurance company approved by the **OWNER**, an All Risks Policy of Insurance including earthquake risk in the joint names of the **OWNER** and the **CONTRACTOR** (the name of the former being placed first in the policy) against all risk as per the standard All Risk Policy for **CONTRACTORS** and deposit such policy or policies with the **OWNER** before commencing the works.

7.5.4 The **CONTRACTOR** shall reinstate all damage of every sort mentioned in this clause so as to deliver up the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property of third parties.

7.5.5 The **CONTRACTOR** shall also indemnify and keep indemnified the **OWNER, and their respective trustees, officers, employees and representatives** against all claims which may be made against the **OWNER**, by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall, at his own expense, effect and maintain, until the completion of the contract, with an Insurance Company approved by the **OWNER** a policy of Insurance in the joint names of the **OWNER** and the **CONTRACTOR** (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the Policy shall be **Rs. 50.00 lakhs** per person for any one accident or occurrence and **Rs.5 crores** in respect of damage to property for any one accident or occurrence.

7.5.6 The **CONTRACTOR** shall also indemnify the **OWNER** against all claims which may be upon the **OWNER, and their respective trustees, officers, employees and representatives**, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at common Law in respect of any employee of the **CONTRACTOR** or of any Sub-Contractor and shall at his own expense effect and maintain until the completion of the contract, with an insurance Company, approved by the **OWNER**, a Policy of Insurance against such risks and deposit such policy or policies with the **OWNER** from time to time during the currency of this contract.

7.5.7 In default of the **CONTRACTOR** insuring as provided above, the **OWNER** may so insure and may deduct the premiums paid from any moneys due or which may become due to the **CONTRACTOR**.

7.5.8 The **CONTRACTOR** shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

7.5.9 The **CONTRACTOR** shall also indemnify and keep indemnified the **OWNER, and their respective trustees, officers, employees and representatives** against all and any cost, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damages or compensation arising therefrom.

7.5.10 Without prejudice to the other rights of the **OWNER** against **CONTRACTOR** in respect of such default, the **OWNER** shall be entitled to deduct from any sums payable to the **CONTRACTOR** the amount of any damages, compensation costs, charges and other expenses paid by the **OWNER** and which are payable by the **CONTRACTOR** under this clause.

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

7.5.12 The **CONTRACTOR**, in case of re-building or reinstatement after fire, shall be entitled to such extension of time for completion as the **OWNER** may deem fit, but shall, however, not be entitled to reimbursement by the **OWNER** of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein. Any extension of time so granted shall be subject to no additional costs for the extended period.

7.5.13 Without prejudice to his liability under this clause, the **CONTRACTOR** shall also cause all nominated Sub-contractors to effect, for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the **OWNER** such policies. The **CONTRACTOR** shall not permit nominated Sub-contractors to commence work at the site unless the said insurance policies are submitted. In the event of failure of the Sub-contractors to take out such a policy of insurance before commencing the works at the site, the **CONTRACTOR** shall be responsible for any claim or damage attributable to the said Sub-contractors.

8 LABOUR LAWS

8.1. LABOUR LAWS

- 8.1.1. No labour below the age of eighteen (18) years shall be employed on WORK.
- 8.1.2. **CONTRACTOR** shall not pay less than what is provided under law to labourers engaged by him on WORK.
- 8.1.3. **CONTRACTOR** shall at his expense comply with all labour laws and keep the **OWNER** indemnified in respect thereof.
- 8.1.4. In addition to above, rules and regulations as contained in Contract Labour (Regulation and Abolition) Act, 1970 will also be applicable for this **CONTRACT**. The **CONTRACTOR** shall be liable for ensuring compliance of the provisions of the acts, registration obtaining license etc. of his workmen as well as those of Sub- **CONTRACTORS**.
- 8.1.5. **CONTRACTOR** shall secure full safety of the workers / employees engaged by him and shall take at his own cost, insurances and such other safety regulations for the said purpose.

8.2. IMPLEMENTATION OF APPRENTICES ACT 1964

CONTRACTOR shall comply with the provisions of the Apprentices ACT, 1964 and the Rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of **CONTRACT**. **CONTRACTOR** shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of Act.

8.3. **CONTRACTOR TO INDEMNIFY THE OWNER**, and their respective trustees, officers, employees and representatives

- 8.3.1. **CONTRACTOR** shall indemnify every member, officer and employee of the **OWNER**, and their respective trustees, officers, employees and representatives, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs and expenses which may be made against the **OWNER** for or in respect of or arising out of any failure by **CONTRACTOR** in the performance of his obligations under the Contract Document. The **OWNER** shall not be liable for or in respect of any demand or compensation payable by law in respect of or in consequence of any accident, death or injury to any workman or other person in the employment of **CONTRACTOR** or his Sub-contractors and **CONTRACTOR** shall indemnify and keep indemnified the **OWNER** against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

8.3.2. **PAYMENT OF CLAIMS AND DAMAGES**

Should the **OWNER** have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the **OWNER** shall be charged to and paid by **CONTRACTOR** and **CONTRACTOR** shall not be at liberty to dispute or question the right of the **OWNER** to make such payments notwithstanding the same may have been made without his

consent or authority or in law or otherwise to the contrary.

- 8.3.3.** In every case in which by virtue of the provisions of Workmen's Compensation Act, or any other Act, the **OWNER** is obliged to pay compensation to workmen employed by **CONTRACTOR** in execution of WORK, the **OWNER** will recover from **CONTRACTOR** the amount of compensation so paid and without prejudice to the rights of the **OWNER** under the said Act the **OWNER** shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due to **CONTRACTOR** whether under this CONTRACT or otherwise. The **OWNER** shall not be bound to contest any claim made under the said Act, except on written request of **CONTRACTOR** and upon his giving to the **OWNER** full security for all costs for which the **OWNER** might become liable in consequence of contesting such claim.

8.4. HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

In respect of all labour directly or indirectly employed in WORK for the performance of **CONTRACTOR's** part of this CONTRACT, **CONTRACTOR** shall comply with or cause to be complied with all the rules and regulations of the local Sanitary and other Authorities and as framed by the **OWNER** from time to time for the protection of health and sanitary arrangements for all workers and as required under various welfare statutes.

The **CONTRACTOR** shall provide rubbish chutes and bins at required places and arrange for periodical cleaning at his own cost.

The **CONTRACTOR** shall provide washing bay with water jet pumps at the locations shown by the Engineer for washing cars, tires, vehicles and for other purposes, and maintain the same till the completion of work at his own cost.

No extra claims on these accounts are admissible.

- 8.5.** In the event of any discrepancy between the details and or description given in the bill of quantities, the drawings, and the technical specifications, then the item shall be deemed to have been priced in accordance with the details and/or description given in the following order of precedence:

Bill of quantities
Drawing
Technical specifications

In all the cases, it is understood that the details and/or description not specifically mentioned in the Bill of quantities and/or the drawings shall be the same as those mentioned in the technical specifications. Engineer's decision is final.

B. SPECIAL CONDITIONS OF CONTRACT

1. General:

The following clauses shall be considered as an extension and not in limitation of obligation of the **CONTRACTOR**.

2. The tenderer shall furnish full details about his/their construction management programme, co-ordination with different specialised agencies, programme schedule of various stages of construction with their bar chart/ pert chart/CPM chart to achieve the target date of completion.
3. The **CONTRACTOR** must follow his planning schedule and must adhere to the targets / programmes by deploying adequate resources.
4. The **CONTRACTOR** shall mobilise all plant, machineries, equipments etc. required to adhere to the time schedule of various activities and events as per Bar Chart/ Pert Chart /CPM Chart and well in advance.
5. The work shall proceed with as per programme schedule of various stages of construction shown in the bar Chart/Pert Chart/CPM Chart.
6. The **CONTRACTOR** shall submit progress report every month which shall indicate but not be limited to the following:
 - a) Milestone of project accomplishment during the period under consideration.
 - b) Bottleneck if any and action proposed
 - c) Actual v/s planned progress in percent
 - d) Activities completed in the reporting period
 - e) On-going current activities
 - f) Critical activities to be undertaken and completed in current month
 - g) 4 weeks look ahead
 - h) Slippages and action proposed
 - i) Photographs showing stage of work with a comparison showing progress from previous report

In the event of overall slippage exceeding permissible limit as decided by the Engineer, the **CONTRACTOR** shall submit a report for the slippages and shall revise their planning schedule. The **CONTRACTOR** shall submit a report explaining course of action to be taken to overcome such slippages in future and steps taken to meet revised target dates.

7. MAINTENANCE LIABILITY

The duration of the maintenance period will be one year from the date of completion. The **CONTRACTOR** shall be responsible for maintenance and rectification of defects during this period. Any defects, deficiencies or failures noted during this period shall be rectified within 7 days of intimation in writing failing which the same will be done at **CONTRACTORS** risk and cost.

8. MATERIALS AND SAMPLES

Unless otherwise provided in the contract all the materials required for the work are to be provided by the **CONTRACTOR**.

The work shall be carried out using high quality materials and products from good source and reputed manufacturers.. The tenderers shall furnish the details of sources and manufacturers of materials and products, which they intend to use in the work if their tender is accepted .

Quality assurance should be strictly adhered to. All materials are subject to inspection and approval of the Engineer before use in the work. All works carried out and materials supplied shall conform to relevant latest Indian Standard Specification.

The **CONTRACTOR** shall furnish the **OWNER** for approval adequate samples of all materials to be used in work and to permit tests and examinations thereof. All materials used in the work shall be strictly as per approved samples and approved make.

All materials which are rejected shall be forthwith removed from the site.

9. TESTING OF MATERIALS

The testing of materials shall be carried out by approved laboratories at **CONTRACTORS** cost and the results will be binding. The test results in original will be sent to the **OWNER** by the laboratory and a copy of the same sent to the **CONTRACTOR**.

10. TESTING OF WORK AND MATERIAL

The **CONTRACTOR** shall arrange to test materials and / or portions of the works in field laboratory and also in other approved laboratories at his own cost in order to prove their soundness and efficiency. If after any such test the work or portion of works is found in the opinion of the Engineer to be defective or unsound, the **CONTRACTOR** shall pull down and redo the same at his own cost. Defective materials shall immediately be removed from the site.

11. ERRORS IN THE SUBMISSION

In case of any errors, which increase or decrease the amount of any item, the same shall be corrected. However the contract price shall remain unchanged. Necessary percentage correction will be applied to the corrected amount so as to reach the contract price.

Any error in the submission shall not vitiate or release the **CONTRACTOR** from his obligations.

In the event of discrepancy between description in words and figures, the description in words shall prevail.

12. ALIGNMENT AND BENCH MARKS

The alignment of the work to be carried out under the contract shall be marked on the ground as per the drawing and as per the instructions of the **OWNER**. For the purpose of facilitating the work, a series of temporary benchmarks on masonry pillars will have to be established. These pillars will be constructed along the alignment and such other locations as maybe instructed by the **OWNER**. The **CONTRACTOR** shall provide necessary survey instruments and equipment and staff for use of **OWNER** for checking and other purposes. All expenses involved in the process of marking alignment on ground, checking the alignment, constructing masonry pillars and establishing benchmarks thereon shall be borne by the **CONTRACTOR**.

It will be the responsibility of **CONTRACTOR** to ensure that the masonry pillars so constructed are not damaged during the period of work in progress.

13. LABOUR RATES AND LABOUR PAYMENTS

All the acts and rules regarding payment and other conditions of employing labours on the work shall be binding on the **CONTRACTOR**. The provisions of workmen's compensation Act are also binding on the **CONTRACTOR**, who shall be responsible for making all payment due under the Act.

14. SUPERVISORY STAFF

The **CONTRACTOR** shall engage on the work a qualified and experienced Engineer, capable of managing and executing the work properly. This Engineer shall be authorised by the **CONTRACTOR** in writing to receive the orders issued by the **OWNER** from time to time. The **CONTRACTOR** shall be responsible for carrying out these orders promptly.

15. ACCIDENTS

Should any accident, fatal or otherwise occur during the execution of works, the CONTRACTOR shall keep the OWNER, and their respective trustees, officers, employees and representatives fully indemnified against all risks, claims, litigation's and financial burdens arising out of the same. The OWNER shall be kept fully informed.

16. DRAWINGS

Two copies of all drawings, the Schedule of Quantities and Specification shall be furnished by the **OWNER** to the **CONTRACTOR** for his own use until the completion of the Contract.

All important drawings are to be mounted on boards and placed in racks and indexed.

The **CONTRACTOR** shall prepare shop drawings in detail for all important and specialised works and send them for approval by the Engineer. The **CONTRACTOR** shall not start the work prior to the approval of shop drawings by the Engineer.

The checking and approval of drawings shall not relieve the **CONTRACTOR** from the responsibility for correctness of the engineering design, workmanship, material errors or omissions if any. No detailed shop drawing shall be accepted by the Engineer unless it is complete and has been checked and approved by a qualified engineer of the **CONTRACTOR** and is accompanied by a detailed plan showing location and all relevant details.

“As-Built” drawings for the completed contract works including all services, facilities provided comprising plans, sections, elevations, alignment, levels etc. all as required will be submitted within 30 days of completion of works.

17. DIMENSIONS

Figured dimensions are in all cases to be accepted in preference to scaled sizes. Large scale details take precedence over small scale drawings. In case of discrepancy the **CONTRACTOR** is to ask for clarification before proceeding with the work.

18. ENVIRONMENT

The **CONTRACTOR** shall take all precautions for safeguarding the environment during the course of the construction of the works. He shall abide by all laws, rules and regulations in force governing pollution and environmental protection that are applicable in the area where the works are situated.

19. FIELD LABORATORY

The **CONTRACTOR** shall provide fully furnished and adequately equipped field laboratory constructed as shown in drawings or as directed. The field laboratory shall preferably be located adjacent to the site office of the Engineer and provided with amenities like water supply, electric supply etc.

The floor space requirement for the field laboratory shall be as indicated in the drawing or as directed. One room for **CONTRACTOR** staff and a store for the storage of samples. The remaining space shall be provided for the installation of equipment, laboratory tables and cupboards, working space for carrying out various laboratory tests, besides a wash basin, toilet facility and a curing tank for the curing of samples, around 4 M x 2 M x 1 M in size and a fume chamber.

Required furniture and furnishings shall be provided in the rooms.

The **CONTRACTOR** shall maintain the field laboratory in a satisfactory manner till the completion of work.

There shall be no separate payment for the facility as it is required for site control on quality of materials and the works.

The **CONTRACTOR** shall include in his rates for all the facilities.

20. Time is the essence of contract. To complete the works within the time schedule, shift working and night working may become necessary.

In case night work is to be done due to the exigencies of the work, it is the **CONTRACTOR's** responsibility –

- a) To obtain advance permission from the Engineer and also the security staff specifying the number of persons who will be employed and duration.
- b) To provide adequate area lighting for efficient execution of the work without accident risks and quality deterioration. The arrangements are to be to the full satisfaction of the Engineer. The **CONTRACTOR** is wholly responsible for any accidents or bad quality of work due to inadequate arrangements made by him and he will fully indemnify the **OWNER** for any lapse.
- c) No extra claim will be entertained for the overtime and night work and any expenditure incurred by him on this account.

21. **DIRECT SUB CONTRACTOR**

- (a) Specialist works such as anti-termite, waterproofing, structural steel work, metal sheet roofing and cladding, aluminum doors, windows and partitions, suspended false ceiling, granite and stone cladding, special floor finishes, special wall finishes, sanitary and plumbing works, etc., covered in the Contract work shall be got executed by specialist agencies engaged by the **CONTRACTOR** as Direct Sub-Contractors on approval of the **OWNER** after adopting the procedures given below.
- (b) Names of three specialised sub-agencies for each work shall be proposed at the time of submission of tender itself along with the details of scope, experience, financial standing etc. Such sub-agencies shall be called Direct Sub Contractors.. The **OWNER** will have the right to call for additional information as may be required to assess the capability of Direct Sub Contractors or even to inspect their previous works for fully satisfying themselves on the performance of the Direct Sub Contractors. The **OWNER**, thereafter will convey their approval to the **CONTRACTOR** for selection of Direct Sub Contractor, minimum being one number per trade or in the event of a special need for engaging more than one such specialist, upto a maximum of three in each trade. The Bidder shall engage only such approved Direct Sub Contractor. If **OWNER** is not satisfied with the capacity and experience of the Direct Sub Contractor proposed by the **CONTRACTOR**, the **OWNER** shall have the right to nominate an agency / agencies of their choice whom the **CONTRACTOR** shall be bound to engage forthwith. The decision of the **OWNER** in identifying and selection of Direct Sub Contractor shall be final and binding on the **CONTRACTOR**. If during execution, the performance of any such Direct Sub Contractor is found to be unsatisfactory, the **OWNER** shall reserve the right to order termination of such Direct Sub Contractor and nominate alternative agency to continue the works. The **CONTRACTOR** shall comply with such instructions promptly and effectively.
- (c) All the terms and conditions under this Contract shall be equally enforceable on the Direct Sub Contractor for each trade and accordingly the **CONTRACTOR**

shall have a tie up with each of the Direct Sub-Contractors.

- (d) For all items of works coming under Nominated Sub Contractor and Direct Sub Contractor as well as any other specialist agencies directly engaged by the **CONTRACTOR**, the **CONTRACTOR** shall arrange to obtain from the respective sub-contractors/specialist agencies fully detailed shop drawings / fabrication drawings and material specifications for specialist works and submit the same in triplicate for **OWNER'S** prior approval. All shop drawings shall reflect the design intent as provided in the construction drawings and shall not be deviated without prior permission. The shop drawings shall be based on the actual site conditions and shall take into account all coordination as may be required in order to avoid any clash or interference with other service lines or any other building features. The shop drawings shall be fully supported by necessary design calculations wherever applicable or as directed by the **ENGINEER** through the **CONTRACTORS**. Such design calculations shall be carried out by a competent agency and shall also comply with relevant Indian / International standards as applicable. Wherever so required, the **OWNER** reserves the right to demand a certificate as to the correctness of the design to be issued after verification by an independent proof checking agency whom the **OWNER** may either approve or nominate.

All charges for preparing the shop drawings, coordination drawings, preparation of design, getting the same proof checked including carrying out any other modifications as necessary shall be fully covered in the quoted rates and no extra shall be payable for adherence of the above requirement.

- (e) That the **ENGINEER** and his representative shall have right of access to the workshops and other places of the nominated Direct Sub-Contractor.
- (f) The **CONTRACTOR** shall for general attendance upon Sub-Contractors including free use of plant scaffolding and is to allow them the use of sanitary conveniences, storage facilities for storing materials, other amenities and affording them all reasonable facilities for carrying out their Contracts.

22. No photography is allowed without permission from Owner.

23. **CONTRACTOR TO INCLUDE IN HIS RATES:**

The **CONTRACTOR** shall include in his rates for all the facilities and other requirements etc. Connected to the work listed in this section.

24. SUMMARY OF NOTICE INVITING TENDER AND CONTRACT CONDITIONS

1. Payments : No advance will be paid.

All payment will be against
Tax invoices raised for completed
work as per certified
measurement
2. Performance Guarantee : 5% of the accepted contract value, valid
until expiry of the Defects Liability Period and discharge of all contractual
obligations
3. Invoices :

“All invoices shall be raised in favour of Dharaneeswarar Educational Trust, being the Owner and the sole contracting party. Payments shall be processed by the Trust in accordance with the Contract, upon verification and certification of the work and submission of the prescribed supporting documents.”

The Contractor shall submit monthly running-account bills for actual work executed at the Site. Each bill shall be supported by joint measurements, test reports, statutory compliance documents and such other documents as required by the Engineer. Payment shall be processed only after verification and certification by the Engineer and approval by Dharaneeswarar Educational Trust, subject to achievement of the applicable milestone, statutory deductions and retention.

The Contractor shall issue tax invoices to Dharaneeswarar Educational Trust, unless otherwise expressly directed in writing. GST and other taxes shall be dealt with in accordance with applicable law. TDS shall be deducted by the entity making payment. The Contractor shall be responsible for timely reporting of invoices, payment of taxes and reconciliation of input tax credit.

- 4.a) Retention Money : 5% of each payment certificate
- b) Retention Money limit : 5% of contract Value
- c) Release of Retention : 50% along with final payment
certificate. Balance after
expiry of Defects Liability Period
- 5.a) Period of Completion : 200 days
- b) Commencing from : The 7th day after the date of
issue of letter of acceptance.
6. Insurance : All Risk
Third Party liability
Workmen's compensation
7. Liquidated Damages :

- a) Amount : 0.5% (Zero decimal five percent) of contract value per week of delay.
- b) Limit : 2.5% (Two Point five percent) of contract price

8. Limit of variation : No variation, extra item or change in scope that increases the approved Project cost shall be executed without a written variation order issued by the Trust . Oral instructions shall not entitle the Contractor to additional payment or extension of time.

9. Period of defects liability / maintenance : One year from the date of completion.
10. Price Escalation : Not Applicable. Firm Price Contract
11. Periodicity of Interim Certificate : Monthly
12. Payment of Bills :
a) The accepted value of the Certified Stage bills after recoveries will be paid by DHARANEESWARAR EDUCATIONAL TRUST directly after certification by the Engineer, and upon receipt of original bills
b) The final bill will be paid by DHARANEESWARAR EDUCATIONAL TRUST after work completion and certification by the Engineer and
13. Rate of Interest for delayed payment : Nil
14. Type of Contract : Item Rate Contract. (Measure and pay contract)

25. Specifications

FOUNDATION

- a. Building design for Ground plus 3 floors ; current construction Ground plus one floor.
- b. RCC structure with isolated footing, Roof Height all floors – 3.6m(as per Approval plan) lintel height – 2.4m.
- c. Supply and filling in foundation and the area wherever required below ground level and sides of the foundation and including well watered and compacting, levelling, etc.
- d. **Anti treatment termite** - Supply diluting and injecting approved quality chemical emulsion for pre-construction anti-termite treatment and creating a continuous chemical barrier. The work shall be carried out by specialized agency and as per IS 6313 (Part II 2001)
- e. Supply and laying controlled reinforced cement concrete for footings, Plinth beam, Roof beam, Roof slabs, Columns admixed with Ceraplast 300 (Superplasticer) at 300ml per bag of cement using coarse graded aggregate of 20mm and down size for the following members of all shapes at all levels pumping the concrete to all levels. (As per structural Design Recommended.)
- f. Reinforcement for RCC work with high yield strength ribbed cold twisted steel of various diameters of grade Fe 550D conforming to BIS specification including cutting, bending, fabricating and placing in position according to drawings and binding the reinforcement with 18 gauge M.S binding wire of double fold and providing precast cement cover blocks for main reinforcement to ensure specified cover.

SUPER STRUCTURE

- a. Flyash brickwork in C M 1:5 using cement with M sand including curing and scaffolding etc., complete.
- b. Sunken Area Water Proofing System by fixing authorized water proofing agencies with Silicon based chemical coating systems as specified including surface preparation, coating two coats with covering plastering by CM 1:4 including testing, curing etc.
- c. Plastering of internal walls with 12 mm thick cement mortar in 1:4 and ceiling in 1:3 proportion. Lintels and sunshade in R.C.C
- d. Plastering of external surface with C.M 1:5, 15mm thick as per specification.

Materials used

- a. Cement – Dalmia or Zuari or Equivalent,
- b. Steel –Suryadev or Equivalent
- c. Note - Scaffolding assembling and dismantling work, Basement sand filling, Consolidation with water pouring, Sand purification, Mixture machine vibrator to be used whenever necessary.

FLOORING

- a. Supplying and laying with tiles with size of 2' x 4' as per specification. (Basic Cost : Rs.60/Sq.ft)
- b. Wall Tiles – Supply and laying of wall tiles up to 7 feet height 2x1 (Basic cost – Rs 60 per sq ft)
- c. Supply and laying of Granite in steps and corridor with SS handrail for the staircase.(Basic cost for Granite=120/Sq.ft)
- d. Supply and laying of matte tiles with 3mm spacer for bathrooms full covered wall tile till roof with laying, pointing and finishing neatly at INR 40/sqft.

PAINTING

- a. Interior Painting - Providing two coats of Putty, Primer one coat and two coats of emulsion.
- b. Providing one coat of Exterior primer with two coats of Ultima with White cement.Ceiling with POP Plastering and Smooth Finish.
- c. All MS grills 2 coats of enamel paint over a coat of primer applying white washing to ceilings and walls with pure shell lime of fat lime conforming to IS-712 all as per specification.

DOORS

- a. Supply and fixing of Steel doors with Vision Panel and fixing of appropriate fixtures.
- b. Toilet doors - Supply and fixing of GRB fibre Doors with GRB frame and Necessary fittings.

WINDOWS

Supplying & fixing of UPVC sliding windows with mosquito mesh & Ventilators with proper Sealant around the corner joint.

PLUMBING AND SANITARY WORKS

- a. Toilet water Proofing as given below
Giving water proof treatment for the toilet sunken slabs as detailed below.
Cleaning the RC slab surface with wire brush for removing all deleterious matters, dirt, oil, grease
Applying 2 coats of Elastomeric polymer base Liquid Integral Water proofing system on concrete
- b. Toilet Sanitary fittings - Supply & fixing of Parryware or hindware western closet and wash basin with basic model.
- c. Provision of Rain water downfall with 4" pvc pipe.
- d. Provision for Water Supply and Sanitary Arrangements.
- e. From over head tank to the service points the supply lines are with PVC pipes Ashirwad or Finolex or equivalent. Concealed lines with CPVC pipes.
- f. All the C.P plumbing fittings with Parryware or hindware brand.

- g. All the sanitary ceramic ware with Parryware or hindware brand – white color.
- h. The drain system from the bath room by PVC traps method.
- i. The entire flush tank with PVC Parryware or hindware brand – EWC

ELECTRICAL

- a. All wires are with ISI approved - Orbit / equivalent brand
- b. All switches are modular, GM switches / equivalent brand
- c. Double DB panel-standard (with change over switch)Anchor/equivalent
- d. All circuit breaker -Anchor /equivalent

Note: Excluding Light fittings and ceiling fans

26. LIST OF APPROVED MAKES (Civil)

S.No	Description of Item	Approved Make
1	Cement	Zuari, Coromandel, Dalmia, Ultra Tech, ACC, Lafarge, Konark (OCL), India Cement – PSC / OPC- 53 Grade or approved equivalent
2	Reinforcement Steel	Tulsyan / Suryadev / Kamatchi / ARS/ TI Macho or approved equivalent approved by Engineer
3	Structural Steel	Sail, RINL, Tiscon – TATA / Jindal or approved equivalent approved by Engineer
4	Ceramic / Glazed Tiles	Somany / Kajaria / Nitco or approved equivalent approved by Engineer
5	Vitrified Tiles	Somany/Kajaria / RAK or approved equivalent approved by Engineer
6	Water Proofing chemicals	M.C. Bauchmie (India)., Fosroc CICO, Bostik, Dr.Fixit, BASF, SIKA or approved equivalent approved by Engineer
7	Acid resistant tile	Restile, Boss profile or approved equivalent approved by Engineer
8	Aluminium Extruded sections	Indal / Jindal or approved equivalent approved by Engineer
9	Flush door	Kutty Flush doors, Diamond flush door, Laxmi flush door, Greenply or approved equivalent approved by Engineer
10	Steel rolling shutters & Grills	Approved Vendor,
11	Metal Door	Sakthi or equivalent
12	Galvalume roof sheeting and accessories.	ICI, Interarch, Tata Blue scope, Llyods, Pennar or approved equivalent approved by Engineer
13	Polycarbonate sheet	GE, Zestha or approved equivalent approved by Engineer
14	Grouts	Laticrete / Balendura / Kera Koll approved by Engineer