

CONSTRUCTION OF NEW BUILDINGS FOR IIT MADRAS RESEARCH PARK
PHASE - 2
FOOD COURT WORKS
IBMS WORKS
Tender for IBMS related works
Conditions of Contract

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DETAILS OF THE FIRM

Name of Firm	
Address of Firm with contact Phone and Mobile No:	
Local Address of Firm with contact Phone and Mobile no	
Email Id:	
PAN No:	
TAN No:	
TIN / VAT No:	
CST No:	
Service tax Registration No:	
ESI / PF Registration No :	
Any other Registration details relevant to the contract	
Name of Employer with address:	
Branch Code:	
Type of Account:	
Account No:	
9 Digit MICR Code no:	

Note: In order to ensure immediate credit of payment made by the Employer, it is preferable to have the Account with State Employer of India.

Date

Signature of Tenderer with seal

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NOTICE INVITING TENDER

To:

Dear Sir/s,

Sub: Tender for IBMS related works for IITMRP 2 Food Court at Taramani, Chennai

1. Tenders are hereby invited on behalf of IITMRP 2 Food Court for the above work.
2. The Contract documents consisting of Notice Inviting Tender, Instructions to the Tenderers, General Conditions of Contract, Special Conditions of Contract, Special Conditions, Preamble, List of Approved Makes, Bills of quantities and Tender Drawings etc., can be had from the office of the Architects.
3. Please fill in the Bills of Quantities and send your Tender in all respects as indicated on Instructions to Tenderers, before 15.00 hrs on the 20th day of July 2016 in a sealed cover.
4. If there is any covering letter this must also be included in the cover.
5. No consideration will be given to a Tender received after the time above stipulated and no extension of time will normally be allowed for submission of the Tender.
6. The site will be handed over and the time of completion of work is 10 weeks from the date of PO.
7. The Tenderer will submit their Tender after carefully examining the whole of the Tender documents and the Conditions of Tender, and of Contract, Appendix to the Conditions of Contract, the drawings and specifications, the bill of quantities etc. and after inspecting the site. The Tenderer will have to quote for all the sections in the Tender document.
8. Tenders not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected. Employer reserves the right to accept or reject any Tender either in whole or in part without assigning any reason for doing so and do not bind themselves to accept the lowest or any Tender.

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9. The Employer also reserve the right to negotiate or partly accept any or all the Tenders received with out assigning any reasons there of. Any discrepancies, omissions, ambiguities in the Tender documents for any doubts as to their meaning should be reported in writing to the office of the Architects **M/s. Varsha & Pradeep - Architects, Chennai**, who will review the questions and where information sought is not clearly indicated (or) specified the **Consultants** will issue a clarification to all the Tenders, which will become part of the Contract document.
10. Tenderer's are requested to visit the site and make them selves familiar with the work before submitting the Tenders.
11. All the documents that comprise the Tender documents should be signed and sealed by the Tenderer.
12. No part of the bill of quantities (or) drawing should be deleted.
13. Employer also reserves the right to divide and distribute the work, floor wise / section wise / item wise and trade wise and this may please be noted by the Tenderer. In such cases the decision will be solely at the discretion of Employer in consultation with Architects M/s. Varsha & Pradeep - Architects including that of assignment of works. Tenderers are advised to ensure strict observance of commercial aspect of this Tender.
14. The successful Tenderer shall furnish a list of his relatives working with the Employer along with their designations and addresses.
15. **Validity period of Offer:** The Tender shall remain valid for 90 days from the date of opening of price Bid.
16. **Liquidated damages:** 0.5% per week subject to maximum of 10 % Contract value.
17. **Defects liability Period:** 12 months from the date of 'virtual completion certified by Employer /Architect.
18. The successful Tenderer will enter in to Agreement with Employer as per the standard format with in 7 days from the date of receipt of work order (or) the date of handing over the site which ever is later.
19. This Notice Inviting Tenders, Instructions to the Tenderers, General Conditions of Contract, Special Conditions of Contract and Safety Code and the duly completed will inter alia form part of the Agreement to be executed by the successful Tenderer with the Employer, within 7 days.

Yours faithfully,

PRINCIPAL ARCHITECT
Varsha & Pradeep - Architects

Signature of Tenderer with seal

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Address:

Date:

APPENDIX-A

- 1 Address at which the tenders are to be submitted : IIT Madras Research Park
No. 1FA, 1st Floor, Kanagam Road
Taramani, Chennai: 600113.
Ph: 044 66469840
- 2 Last date of submission of Tender : 20th July 2016 before 15.00 Hrs
- 3 Tender rate includes : All taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on work contract, Service tax and all other duties / taxes levied by the Central / State Government during the currency of the contract shall be borne by the contractor (Details please refer Clause: 24)
- 4 Liquidated damages : **0.5% per week subject to maximum of 10 % of total contract value.**
- 5 Time of Completion : The time of completion of work is 10 weeks from the day of issue of PO.

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- 6 Payment Terms :
- i. 10% advance against Bank guarantee.
 - ii. Maximum of 70% in 3 RA bills during the course of the project. The minimum interval between two such bills shall be 15 days.
 - iii. 15% in final bill after snag completion.
 - iv. 5% retention for 1 year from date of final project completion certificate issued by the Architect & Client.
 - v. IITMRP 2 Food Court will make the payment of Bills within 10 days from the date of payment certificate issued by the Architect provided the bills are submitted in standard format with MBs.
 - vi. Contractor should submit the bills in the prescribed format only after taking actual measurements for the completed work and properly recorded in the M Books.
 - vii. No advance in any form shall be payable against any material brought to site.
 - viii. The final bill may be submitted to the Architects / with in a period of 15 days from the date of virtual completion certified by Architects / .
 - ix. Architects / shall issue the certificate of final bill payment within a period of 15 days.
 - x. The final bill shall be settled by IITMRP 2 Food Court within a period of one month from the date of issue of certificate by the Architects / provided there is no dispute in respect of rates and quantity.

Signature of Tenderer with seal

Date:

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APPENDIX – B

Salient Conditions of Composite Contract

1. The successful contractors have to furnish a detailed **PERT CHART / BAR CHART** indicating their schedule programme for all the major activities with in 15 days from the date of written order to commence the work. This **PERT CHART / BAR CHART** will be referred for during the progress of the work to establish the periodical land marks of achievement of work. If necessary the revised **PERT CHART / BAR CHART** based on the revised scope of work have to be submitted by the Contractor.
2. The electric power required to execute the work would be arranged by the Employer at a particular point and the contractors have to make their own arrangements for tapping the supply at various points.
3. Contractors will have to make their own arrangement for water.
4. The successful Tenderer should **appoint** a **Project Engineer** who is well acquainted with the nature of works.
5. The Tenderers after collecting tender document should thoroughly study the relevant BOQ and bring to notice of abnormality, if any, to the Architects prior to submission of Tender.
6. The water supply and sanitary installations, which are part of the interior work shall be carried out under the supervision of licensed plumbers approved by the local body authorities. The work shall be carried out strictly in accordance with the bye laws enforced by the local body Authorities from time to time.
7. Contractors are expected to strictly adhere to the **labour laws** in force from time to time by both Central and State Governments. The necessary records should be maintained at site and an amenity to the labours has to be made available at site as per law. The labours should be paid the salary in time as per the minimum wage act. The labour license shall also to be obtained from the authorities concerned.
8. Contractors should ensure to make all the statutory taxes like service tax, work contract / Sales Tax, etc. and make sure to pay the **ESI and EPF** as per law in practice. Contractors are advised to quote the rates after considering the payment of such Taxes / liabilities and Employer will not make any reimbursement of such Taxes.
9. After completion of work the Contractor should prepare **as built drawings** after modifying the actual drawings issued by the Architect where ever the changes made by IITMRP Food Court / Architect in the form of two sets of hard copy and one soft copy.

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10. Necessary insurance policies such as CAR policy / Workmen's Compensation, Third Party liability to be taken before commencing the work and the original policies to be deposited with Employer.
11. Necessary Labour License to be taken before commencement of work.
12. Employer will not pay for any escalation.
13. No deviation will be allowed in the material specified and the Tenderers are advised to specify the make of materials list enclosed.
14. The work shall be executed in a multi-tenanted "Occupied" Building and hence necessary precautions shall be taken while executing the works. The carrying out of work should not hamper the functioning of the current occupants in either above, below or adjoining offices. The major part of the work may need to be carried out during night hours in order to achieve the target period.
15. The Tenderer is required to inspect the site and obtain for himself on his own responsibility and at his own expense all necessary information and particulars to enable him to submit a proper tender.
16. The work includes cost of fitting and fixing the several items in position to floors, walls, ceiling, etc., in the building in accordance with the drawings or as may be directed and it may be necessary to make holes, chases, etc., on floors, walls, ceilings, etc., as may be shown in the drawings. The contractor must not only note of these provisions but must also allow for such as he may be required to do at the time of work is taken up by him and it will be deemed that his rates take into account all force able contingencies which will include making good disturbed floors, walls, ceilings, to their original condition.
17. The Contractor at site verify the dimensions shown in the drawings before he takes up actual manufacture of the several items, making allowances for the actual dimensions that prevail at site.
18. The drawings, specifications and the bills of quantities, forming part of the contract are explanatory of and are complementary to one another, representing together the works / installations to be carried out.
19. If neither the drawings nor the specifications nor the accepted bills of quantities include any part / parts the intention to include which is never the less clearly to be inferred and which are obviously necessary for the proper completion of the works / installations, all such parts shall be supplied and executed by the Contractor at no extra charge.
20. Anything contained in one or another of (a) the drawings (b) the specifications and (c) the accepted bills of quantities and not found in the other will be equally binding as if contained in each of them.
21. The work will be done strictly in accordance with the drawings and as instructed the Architects / Employer.

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22. The descriptions in the bills of quantities are brief and have been compiled as correctly as possible but are not meant to be exhaustive.
23. Laminate shall be of approved quality, make and colour and shall be fixed with approved adhesive. Unless otherwise specified, laminate should be 1.00 mm / 1.5mm thick for table top / cupboards top, partitions, cupboard shutters and all vertical surfaces. .
24. The Contractor should arrange for inspection of the sample of each item by the Architects / Employer proceeding with the work of manufacturing other units. The samples should be produced for inspection and approval of the Architects in the stages (1) after the same is assembled and made ready as per the Architect's drawings and (2) after completing the finishing items viz., polishing / painting etc.
25. It may clearly be noted that the inspection and approval of the items of work at any stage shall not exonerate the Contractor of his responsibilities in respect of the quality of work, workmanship and quality of materials.
26. The Employer reserves the right to split the Contractor amongst more than one agency and the rates quoted by the Tenderer for individual items should be self supporting and should hold good even for part orders. The rates should also include all taxes, excise duty, sales tax, control work contract tax, Service Tax if any and all other duties and taxes levied by the Central Government / State Government for the present and future.
27. Rate should include for providing necessary cutouts, holes for electrical conduits, switch boxes, plug points in work stations, partitions, tables, etc., wherever necessary and as shown in drawing along with the coordination of other agencies.
28. The rate also should include providing additional wooden members horizontal /vertical adjacent to the switch box conduits etc., in order to support the switch box conduits etc.
29. The work should be completed as per the items specified elsewhere in the document and the rate quoted shall include for doing work round the clock. No extra is payable in this respect.
30. The successful tenderer has to prepare an electrical shop drawing and get the approval for routing from Architect / Employer.
31. The necessary approval from Architect / Employer should be obtained for the materials like wire/switches/panels (with necessary General Arrangement (GA) drawings) in time.
32. **Validity period of Offer:** The Tender shall remain valid for 90 days from the date of opening of price Bid.

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33. **Liquidated damages:** 0.5% per week subject to maximum of 10% of total contract value.

34. **Defects liability Period:** 12 months from the date of 'Project completion certified by Employer / / Architect.

Signature of Tenderer with seal:

Address:

Date:

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ANNEXURE – I

INSTRUCTION TO THE TENDERERS

1.0 Scope of work

Sealed tenders are invited by M/s. IIT Madras Research Park for IBMS works at ITMRP 2 Food Court in the ground floor, Taramani, Chennai.

1.1 Site and its location

The proposed work is to be carried out at IITMRP 2 Food Court in the ground floor Taramani, Chennai

2.0 Tender documents

2.1 The work has to be carried out strictly according to the conditions stipulated in the Tender consisting the following documents and the most workmen like manner.

Instructions to tenderers

General conditions of Contract

Special conditions of Contract

Additional specifications

Drawings

Priced bid

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below;

a) Price Bid

b) Additional Specifications

c) Technical specifications

d) Drawings

e) Special conditions of contract

f) General conditions of contract

g) Instruction to Tenderers

2.4 The Tender documents are not transferable.

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3.0 Site Visit

3.1 The Tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a Contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character, quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc;

The Tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 Completion Period

Time is essence of the Contract and shall be strictly observed by the Contractor. The work should be completed in all respects in accordance with the Terms of Contract as below:-

(a) The time of completion of work is 10 weeks from the day of issue of PO.

5.0 Validity of Tender

Tenders shall remain valid and open for acceptance for a period of 90 days from the date of opening price bid.

6.0 Liquidated Damages

The liquidated damages shall be 0.5% per week subject to a maximum of 10% of Contract value.

7.0 Rate and prices:

7.1 In case of item rate Tender

7.1.1 The Tenderers shall quote their rates for individual items both in words and figures. In case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the Contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity, the unit rate quoted will govern and the amount will be corrected.

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7.1.2 The Tenderers need not quote their rates for which no quantities have been given. In case the Tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

7.1.3 The Tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the Contractor would be paid accordingly.

The Tenderer should not change or modify or delete the description of the item. If any, discrepancy is observed he should immediately bring to the knowledge of the Architect / Employer.

7.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

7.1.5 Each page shall be totaled and the grand total shall be given.

7.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies.

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:

"Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Employer of India (client) and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects / Employer and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1 In the Contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1.1 'Employer' shall mean IITMRP 2 Food Courthaving its registered office at No. 1 FA, 1st Floor, Kanagam Road, Taramani, Chennai: 600113 and includes the Client's representatives, successors and assigns.

Architects/Consultants' shall. M/s Varsha & Pradeep Architects

1.1.2 'Site Engineer' shall mean an Engineer appointed by the Architect / Employer as their representative to give instructions to the contractors.

1.1.3 'The Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the composite works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

The expression ' Composite works' or 'Composite work' shall mean interior, Civil, addition/alteration, Sanitary/water supply/ Drainage installation, Electrical

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Installation, Air-Conditioning, Fire Alarm and related works more fully described in BOQ and Drawings and the permanent or temporary work described in the "Scope of work" and / or to be executed and recorded in accordance with the composite contract and shall include all extra and or additional or altered or substituted items of works as required and required for the performance of the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the composite contractor under the composite contract.

- 1.1.4 'Engineer' shall mean the representative of the Architect/Consultant.
- 1.1.5 'Project Engineer' shall mean the representative of Contractor who will present at site and available at all times while the work is in progress and he is a responsible and efficient Engineer in charge, who is approved by the Architect and must thoroughly understand all the trades entailed and be constantly in Attendance, while the person are at work. Any directions, explanations, instructions or notices given by the Architect to such Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Project Engineer shall be thoroughly conversant with the English Language and should be able to read, write and-speak English.
- 1.1.6 'Drawings' shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time 'Contract value' shall mean the value of the entire composite work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- 1.1.7 'Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect consultant "Month" means calendar month.
- 1.1.8 "Week" means seven consecutive days.
- 1.1.9 "Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively

2.0 Language

The language in which the Contract documents shall be drawn shall be in English.

3.0 Errors, omissions and discrepancies

In case of errors, omissions and / or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply.

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.

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ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted.

a) In case of difference between rates written in figures and words, the rate in words shall prevail.

b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

4.0 Scope of work:

The Contractor shall carryout , complete and maintain the said work in every respect in strictly accordance with this Contract and with the directions of and to the satisfaction of the Employer to be communicated through the Architect/. The Architect/ at the directions of the Employer from time to time issue further drawings and / or written instructions, details directions and explanations which are hereafter collectively referred to as Architects /consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and / or drawings and / or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and / or re-execution of any work executed by him. The dismissal from the work of any person employed / engaged thereupon.

5.0 Ownership of drawings:

All drawings, specifications and copies thereof furnished by the IITMRP FOOD COURT through its Architects // Consultants are the properties of the IITMRP FOOD COURT. They are not to be used on other work.

6.0 Detailed drawings and instructions:

The IITMRP FOOD COURT through its architects / consultants shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the IITMRP FOOD COURT through the Architect.

7.0 Copies of agreement

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Two copies of Agreement duly signed by both the parties with the drawings shall be handed over to the Contractors.

8.0 Liquidated damages:

If the contractor fails to maintain the required progress in terms of respective clause GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the IITMRP FOOD COURT on account of such breach to pay a liquidated damages at the rate of 0.5% of the contract value which subject to a maximum of 5% of the contract value.

9.0 Materials, Appliances and Employees

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the IITMRP FOOD COURT / Architect , he shall be removed from the site immediately.

10.0 Permits, Laws and Regulations:

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the Contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the IITMRP FOOD COURT in writing under intimation of the Architect / Consultant. If the Contractor performs any act, which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the IITMRP FOOD COURT any legal actions arising there from.

11.0 Setting out Work:

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the Architect before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the Architect the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the IITMRP FOOD COURT.

12.0 Protection of works and property:

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The contractor shall continuously maintain adequate protection. Of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with Contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The Contractor shall take all precautions for safety and protections of his Employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the contractor and the IITMRP FOOD COURT and the original policy may be lodged with the IITMRP FOOD COURT

13.0 Inspection of work:

The IITMRP FOOD COURT / Architect or their representatives shall at all reasonable times have free access to the work site and/ or to the workshop, factories, or other places where materials are lying or from where they are obtained and the Contractor shall give every facility to the IITMRP FOOD COURT, Architect and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorised by the IITMRP FOOD COURT/ Architect except the representative of Public Authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner organization a wing of Central Vigilance commission.

14.0 Assignment and subletting.

The whole of work included in the contract shall be executed by the Contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the Contract or any part or share thereof or interest therein without the written consent of the IITMRP FOOD COURT through the Architect and no undertaking shall relieve the Contractor from the responsibility of the Contractor from active superintendence of the work during its progress.

However in the composite nature of works the Contractor after the approval of the Employer / Architect, the work may be assigned to their associate agencies for the work like AC / Electrical / Fire Alarm with in the conditions stipulated in the Tender else where in the document..

15.0

(i) Quality of materials, workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the Contract and in accordance with Architect/instructions and shall be subject from time to time to such tests as the Architect/ may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The Contractor shall provide such assistance, instruments, machinery, labour, and

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materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the Architect/.

ii) Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the Contractor with out any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Architect. Before submitting the sample / literature the Contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Architect the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Architect shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the Contractor.

iii) Cost of tests

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

iv) Costs of tests not provided for

If any test is ordered by the Architect which is either.

- a) If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the Contractor.

16.0 Obtaining information related to execution of work

No claim by the Contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of Contract.

17.0 Contractor's superintendence

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The Contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect may consider necessary until the expiry of the defects liability period, stated hereto.

18.0 Quantities

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.
- ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 21 (e) hereof.

19.0 Works to be measured

The Architect may from time to time intimate to the Contractor that the required work to be measured and the Contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the Architect shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the M book should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Architect shall be final. All authorized extra work, omissions and all variations made shall be included in such measurement.

20.0 Variations

No alteration, omission or variation ordered in writing by the Architect/ consultant shall vitiate the contract. In case the IITMRP FOOD COURT / Architect thinks proper at any time / during the progress of works to make any alteration in, or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, the Architect shall give notice thereof in writing to the Contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect and the value of such extras, alterations, additions or omissions shall in all cases be determined by the

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Architect and the same shall be added to or deducted from the contract value, as the case may be.

21.0 Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect with the concurrence of the IITMRP FOOD COURT as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

a) (i) The net rates or prices in the Contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.

(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause C hereunder.

c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district provided that in either case, vouchers specifying the daily time (and if required by the Architect) the workman's name and materials employed be delivered for verifications to the Architect at or before the end of the week following that in which the work has been executed.

e) It is further clarified that for all such authorised extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked out on the "market rate basis" for material, labour, hire/running charges of equipment and wastages etc. plus 15% towards establishment charges, Contractor's overheads and profit. Such items shall not be eligible for escalation.

22.0 Final measurement

The measurement and valuation in respect of the Contract shall be completed within 15 days of the virtual completion of the work.

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23.0 Virtual completion certificate (VCC)

On successful completion of entire works covered by the Contract to the full satisfaction of the IITMRP FOOD COURT, the Contractor shall ensure that the following works have been completed to the satisfaction of the IITMRP FOOD COURT:

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the Contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the Contractor by the IITMRP FOOD COURT and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the Contractor by the IITMRP FOOD COURT and shall clear, level and dress, compact the site as required by the IITMRP FOOD COURT.
- d) Shall put the IITMRP FOOD COURT in undisputed custody and possession of the site and all land allotted by the IITMRP FOOD COURT.
- e) shall hand over the work in a peaceful manner to the IITMRP FOOD COURT.
- f) All defects / imperfections have been attended and rectified as pointed out by the IITMRP FOOD COURT to the full satisfaction of IITMRP FOOD COURT.

Upon the satisfactory fulfillment by the Contractor as stated above, the Contractor shall be entitled to apply to the Architect is satisfied of the completion of the work. Relative to which the completion certificate has been sought, the Architect shall within fourteen (14) days of the receipt of the application for Virtual Completion Certificate, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the SBI's rights and contractor's liabilities under the Contract including the Contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the IITMRP FOOD COURT against the Contractor in respect of works or work at the site and in respect of which the VCC has been issued.

23.0 Work by other Agencies

The IITMRP FOOD COURT / Architect reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this Contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The Contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement

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with the IITMRP FOOD COURT. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract.

24.0 Insurance of works

24.1 Without limiting his obligations and responsibilities under the Contract the Contractor shall insure in the joint names of the IITMRP FOOD COURT and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the Terms of Contract and in such a manner that the IITMRP FOOD COURT and Contractor are covered for the period stipulated in the respective clause. of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause.

- a) The works for the time being executed to the estimated current Contract value thereof or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be effected with an insurer and in terms approved by the IITMRP FOOD COURT which approval shall not be unreasonably withheld and the Contractor shall whenever required produce to the Architect the policy if insurance and the receipts for payment of the current premiums.

24.2 Damage to persons and property

The Contractor shall, except if and so far as the contract provides otherwise indemnify the IITMRP FOOD COURT against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of IITMRP FOOD COURT to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the IITMRP FOOD COURT their agents, employees or other contractors not being employed by the Contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or Agents such part of the compensation as may be just and equitable having regard

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to the extent of the responsibility of the IITMRP FOOD COURT, their employees or agents or other Employees, or Agents or other Contractors for the damage or injury.

24.3 Contractor to indemnify IITMRP FOOD COURT

The Contractor shall indemnify the IITMRP FOOD COURT against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 24.2 of this clause.

24.4 Contractor's superintendence

The Contractor shall fully indemnify and keep indemnified the IITMRP FOOD COURT against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against IITMRP FOOD COURT in respect of such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the Contractor shall not be liable to indemnify the IITMRP FOOD COURT if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect in this behalf.

24.5 Third Party Insurance

24.5.1 Before commencing the execution of the work the Contractor but without limiting his obligations and responsibilities under clause 24.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of IITMRP FOOD COURT, or to any person, including any employee of the IITMRP FOOD COURT, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the proviso to clause 24.0 thereof.

24.5.2 Minimum amount of Third Party Insurance

Such insurance shall be affected with an insurer and in terms approved by the IITMRP FOOD COURT which approval shall not be reasonably withheld and for at least the amount stated below. The Contractor shall, whenever required, produce to the Architect the policy or policies of insurance cover and receipts for payment of the current premiums.

25.6 The minimum insurance cover for physical property, injury, and death is Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

25.6 Accident or Injury to workman:

25.6.1 The IITMRP FOOD COURT shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any sub-contractor, save and except an accident or Injury resulting from any act or

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default of the IITMRP FOOD COURT or their agents, or employees. The Contractor shall indemnify and keep indemnified IITMRP FOOD COURT against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

25.6.2 Insurance against accidents etc. to workmen

The Contractor shall insure against such liability with an insurer approved by the IITMRP FOOD COURT during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the Architect such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-Contractor the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub Contractor shall have insured against the liability in respect of such persons in such manner that IITMRP FOOD COURT is indemnified under the policy but the Contractor shall require such sub-contractor to produce to the Architect when such policy of insurance and the receipt for the payment of the current premium.

25.6.3 Remedy on contractor's failure to insure:

If the Contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the Terms of Contract, then and in any such case the IITMRP FOOD COURT may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the IITMRP FOOD COURT as aforesaid from any amount due or which may become due to the Contractor, or recover the same as debt from the Contractor.

25.6.4 Without prejudice to the others rights of the IITMRP FOOD COURT against Contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages costs, charges, and other expenses paid by the IITMRP FOOD COURT and which are payable by the contractors under this clause. 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.

26.0 Commencement of Works

The date of commencement of the work will be reckoned as mentioned in the Appendix of the conditions of contract.

27.0 Time for completion

Time is essence of the Contract and shall be strictly observed by the Contractor.

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Time is essence of the Contract and shall be strictly observed by the Contractor.

The time of completion of work is 10 weeks from the date of issue of PO.

The Contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the Contract.

28.0 Extension of time

If, in the opinion of the Architect, the work be delayed for reasons beyond the control of the Contractor, the Architect/ may submit a recommendation to the IITMRP FOOD COURT to grant a fair and reasonable extension of time for completion of work as per the Terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the IITMRP FOOD COURT through the Architect/ Consultant in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The Architect/ shall submit their recommendations to the IITMRP FOOD COURT in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the IITMRP FOOD COURT the provision of liquidated damages as stated under clause 8.0 of GCC shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

29.0 Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Architect shall thereupon take such steps as considered necessary by the Architect to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect neither shall relieve the contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

30.0 Work during nights and holidays

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Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect. However the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Architect at no extra cost to the IITMRP FOOD COURT.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

31.0 No compensation or restrictions of work

If at any time after acceptance of the tender IITMRP FOOD COURT shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect shall give notice in writing to that effect to the Contractor and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the Contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

In case of such stores having been issued from IITMRP FOOD COURT stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the Contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the Contractor and in this respect the decision of Architect shall be final.

32.0 Suspension of work

- i) The Contractor shall, on receipt of the order in writing of the Architect whose decision shall be final and binding on the Contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.
- a) On account any default on the part of the contractor, or

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- b) for proper execution of the works or part thereof for reasons other than the default of the contractor, or
- c) for safety of the works or part thereof.
The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect.
- d) If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above:

The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

34.0 Owner's right to terminate the contract

If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect that he is able to carry out and fulfill the contract and to give security therefore if so required by the Architect.

Or if the Contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractor.

Or shall assign or sublet this Contract without the consent in writing of the IITMRP FOOD COURT through the Architect or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

- a) has abandoned the contract; or
- b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the IITMRP FOOD COURT through the Architect written notice to proceed, or
- c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed with in the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the IITMRP FOOD COURT through the Architect that the said materials were condemned and rejected by the Architect/ Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the contractor for seven days after written notice shall have been given to the Contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's or

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Architect's / Consultant's instructions to the contrary subject any part of the Contract. Then and in any of said cases the IITMRP FOOD COURT and or the Architect may notwithstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the Contract, but without thereby affecting the powers of the IITMRP FOOD COURT or the Architect or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the IITMRP FOOD COURT through the Architect their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the IITMRP FOOD COURT or the Architect shall give a notice in writing to the contractor to remove his surplus materials and plants and should the Contractor fail to do so within 14 days after receipt thereof by him the IITMRP FOOD COURT sell the same by public auction after due publication, and shall adjust the amount realized by such auction. The Contractor shall have no right to question any of the acts of the IITMRP FOOD COURT incidental to the sale of the materials etc.

35.0 Certificate of payment

The Contractor shall be entitled under the certificates to be issued by the Architect to the contractor within 10 working days from the date of issuing Certificate for payment from IITMRP FOOD COURT from time to time. The IITMRP FOOD COURT shall recover the statutory recoveries other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the Contractor from his liability under clause.

The Architect shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The Architect may by any certificate make any corrections required in previous certificate.

The IITMRP FOOD COURT shall modify the certificate of payment as issued by the Architect from time to time while making the payment.

The Contractor shall submit interim bills only after taking actual measurements and properly recorded in the **M books**.

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The Contractor shall not submit interim bills when the approximate value of work done by him is less than 1/5 of total Contract value and the minimum interval between two such bills shall be 15 days.

The final bill may be submitted by Contractor within a period of 15 days from the date of virtual completion and Architect shall issue the certificate of payment within a period of 15 days. The IITMRP FOOD COURT shall pay the amount within a period of one month from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

The contractor shall submit the interim bills in the prescribed format with all details.

36.0 Settlement of disputes and arbitration

- 36.1 Except where otherwise provided in the contract all questions and disputes relating to the meaning of the (specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.
- 36.2 If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the Contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises & Estate) S.B.I., Chennai and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Employer be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the contractor to the Asst. General Manager (Premises & Estate) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Asst. General Manager (Premises & Estate)) in writing in the manner and within the time aforesaid.
- 36.3 The Asst. General Manager (Premises & Estate) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Asst. General Manager (Premises & Estate) submit his claims to the conciliating authority namely the Circle Development Officer, S.B.I., Chennai for conciliation along with all details and copies of correspondence exchanged between him and the Asst. General Manager (Premises & Estate).

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- 36.4 If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Employer for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- 36.5 Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Employer shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Employer Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Employer Officer. If the arbitrator so appointed is unable or unwilling to a or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 36.6 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of Arbitrator.
- 36.7 It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as Arbitrator.
- 36.8 The conciliation and arbitration shall be conducted in accordance with the. Provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof the rules made there under.
- 36.9 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Employer Officer.
- 36.10 It is also a Term of the Contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

36.11 Work to be continued during the pendency of the arbitration

The contractor shall continue with the construction work with due diligence and speed so as to complete the same within the period agreed upon, notwithstanding

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any dispute or different or question as referred to arbitration The works shall not be delayed on account of any such reference made to the Arbitrators

37.0 Water supply

The Contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect.
- ii) The Contractor shall make alternative arrangements for the supply of water if the arrangement made by the Contractor for procurement of water in the opinion of the Architect is unsatisfactory.
- iii) Contractors will have to make their own arrangement for water. However water could be arranged by the Employer and the amount equivalent to 0.10 % of final bill value of total work done towards the water charges shall be recovered from the contractors after meeting the requirement of Branch / Office.

37.1 The Contractor shall construct temporary well / tube well in IITMRP FOOD COURT land for taking water for construction purposes only after obtaining permission in writing from the IITMRP FOOD COURT. The Contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from Local Authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the IITMRP FOOD COURT without any compensation as directed by the Architect.

38.0 Power supply

The Contractor shall make his own arrangements for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost of running and maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges required for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

Or

Alternately if the Contractor makes a written request the electric power would be arranged by the Employer at a particular point and the Contractors have to make their own arrangement for tapping the supply at various points. The amount equivalent to 0.15 % of final bill value of work done towards the Electrical charges shall be recovered from the Contractors.

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39.0 Treasure trove etc.

Any treasure trove, coin or object antique which may be found on the site shall be the property of IITMRP FOOD COURT and shall be handed over to the Employer immediately.

40.0 Method of measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the Bureau of Indian Standards prevailing at the time of Tendering. In the event any dispute / disagreement the decision of the Architect shall be final and binding on the Contractor.

41.0 Maintenance of registers

The Contractor shall maintain the following registers as per the enclosed proforma at site of work and should produce the same for inspection of IITMRP FOOD COURT / Architect whenever desired by them. The contractor shall also maintain the records / registers as required/by any of the Local Authorities / Govt. / Statutory Bodies from time to time.

1. Register for cement / paint / lead / specific materials.
2. Register for hindrance to work
3. Register for running account bill
4. Register for labour

42.0 The successful Tenderers may also note that the Employer reserves the right to deduct Sales Tax on works contract applicable and to be levied under relevant Act, from the bills and amount due to them from Employer and remit the same directly to the Government in case they are not submitting the proof/evidence of having paid the Sales Tax on work executed under this contract.

43.0 Force majeure

43.1 Neither contractor nor IITMRP FOOD COURT shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the Contract, if it is not possible to serve a notice, within the shortest possible period without delay.

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- 43.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 43.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this Agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 43.4 Should one or both parties be prevented from fulfilling the contractual obligations by state of force majeure lasting to a period of 6 months or more the two parties shall each other to decide regarding the future execution of this Agreement.

44.0 Local laws, Acts, Regulations:

The Contractor shall strictly adhere to all prevailing labour laws inclusive of Contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts (latest), laws (latest), any other regulations that are applicable to the execution of the Project.

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1963 and any other modifications
- viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed thereunder from time to time.

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45.0 Accidents

The Contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Architect. The contractor shall also such report immediately to the Competent Authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

46.0 Contractors Superintendence and Representative on works

The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Architect / Employer and consider it necessary until the expiration of the "Defects Liability Period" stated in respective Clause. The Contractor shall meet the consultant or his representative whenever required if demanded by Architect / Employer.

The Contractor shall maintain and be represented on site, at all times while the work is in progress, by a responsible and efficient "**Project Engineer**" who is in charge of site, approved by the Architect and who must thoroughly understand all the trades entailed and be constantly in Attendance, while the person are at work. Any directions, explanations, instructions or notices given by the Architect / Employer to such Project Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Project Engineer shall be thoroughly conversant with the English Language and should be able to read, write and-speak English.

47.0 Role of the Architect

Architect duty is to be watch and supervise the works and to test any materials to be used or workmanship employed in connection with the works, quality control, project scheduling and monitoring and co-ordination with all other agencies and composite Contractor, recording of measurement clarifications of bills, preparing extra deviation items excess / saving statement preparing minutes of meetings etc. They shall have no authority either to relieve the Contractor of any of his duties or obligations under the Contract or, except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The Contractor shall afford the Architect/ every facility and assistance for examining the works and materials and checking and measuring time and materials. The Architect/ shall have no power to revoke, alter, enlarge, or relax any requirements of this Contract, or to sanction any day-work, additions, alterations, deviations or emissions unless such in authority may be specially conferred by a written order of the Employer.

The Architect/shall act in consultation the Structural Consultant in regard to the quality of all Structural aspects of the work and in consultation with the Architect

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will finalize the selection of materials involved. The Consultant shall jointly record the measurements with Contractor's representative for all items of works and on completion hand over the records to the Employer.

The Architect shall have the power to give notice to the Contractor or his Engineer in charge about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Architect/ Employer is obtained, the work, will from time to time visited by the Architect / Employer but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this Clause, the Contractor shall take instructions only from the Architect as the case may be.

The Architect shall have such other powers and discharge other functions as are specifically provided in this contract including such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Employer / Employer, which shall be duly notified to the Contractor.

48.0 Architects delay in progress

The Architect may delay the progress of the work in case of rain or otherwise, without vitiating the Contract and grant such extension of time with the Approval of the Employer for the completion of the Contract as he may think proper and sufficient in consequence of such delay and the Contractor shall not make any claim for compensation or damage in relation thereto.

49.0 Photographs of works carried out

The Contractor shall every month supply at his own cost a reasonable number of Maxi size colored photographs of the works carried out from time to time as per the instructions of, the Architect. In the event of any dispute or termination of Contract either by the Employer / Employer or the Contractor as provided for in the respective Clause, the Contractor shall arrange to obtain Photographs of the works completed up to the date of such termination of Contract.

50.0 Technical Audit Clause

The work is liable to be technically audited by the chief Technical Examiner of the Central Vigilance Commission of the Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be effected.

The Employer shall have a right to cause a technical examination and audit of works and the final bills of the contractor including all supporting vouchers, abstract, etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any

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work done by the contractor under the contract the contractor shall be liable to return the amount of over payment and it will be lawful for the employer to recover the same from any sum or due to him and in any other manner legally permissible and if it is found, that the Contractor was paid less than what was due to him under the contract in respect of any work, executed by him under the contract the amount of such under payment shall be duly paid by the Employer.

Any sum of money due and payable to the contractor (including Security deposit returnable to him) under this contract may be appropriated by the Employer and set off against any claim of the Employer for the payment of a sum of money arising out of or under any other contract made by the contractor with the Employer.

51.0 A Procedure for Billing

Contractor shall submit Three copies of their bill on white paper for Tender items.

As regards Contractor's claims for extra /deviated items the onus of getting Architect's / Consultant's / Owner's approval for the admissibility of such items lies on the Contractor.

After the admissibility is confirmed by client in writing, the Contractor will submit his rate analysis and details of claims.

The Contractor will include extra/deviated items in his interim bills only after Employers approval of rates on the basis of Consultant recommendations.

51.0 B Deletion of items from Bills of Quantities

The Employer reserves the right to delete any item from the bill of quantities drawn up. The Contractor will not have any claim on this account whatsoever.

52.0 Reinstatement of Items

In case of items like making good the new plaster of Paris work in false ceiling after the alteration, and matching the finish with the existing one, the finish will have to be done perfectly. In this case Architects / consultant's decision will be final regarding the acceptability of finish. If the reinstatement is not accepted by the Architect, the same will have to be done again to Architect's and Employer's satisfaction at no extra cost.

53.0 Non-Availability of any Material

If for some reasons, the materials mentioned in the Approved Brand of Manufacturers or the Bill of Quantities are not available, the same shall be brought to the notice of the Employer/Architect in writing by the Contractor. No alternative material shall be used without Employers and Consultant written approval.

54.0 Wages of labour Employed by the Contractor

The Contractor shall pay all labour employed by him at rates fixed by him at the commencement of the Contract as per the Labour Laws. Wages as applicable for

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the Construction work as per norms stipulated by the Government statutory authorities shall be followed by the Contractor. No variation of such statutory. Laws & rules shall be permissible. This will also include the minimum & the maximum allowable wages for various categories of Labour to be employed by the Contractor.

All wages shall be paid in full and without any deductions whatsoever at the approved rates and for the full time actually worked during the wage period. The Engineer or such other officer of the Employer maybe authorized in that behalf and shall have power to exercise supervision over the labour employed by the Contractor and or such purpose any of these officers may inspect the wage books, muster books and other labour records of the Contractor, In the event of the report of the inspecting officer showing that the proper rates of wages are not being paid, or that in any manner whatsoever the dealings between the contractor and his labour are not satisfactory the Engineer shall pass such orders upon the report as he considers desirable, and those orders shall be final and binding upon the Contractor. The Contractor shall indemnify & keep indemnified the Architect against any claim arising from failure of the contractor to comply with such labour laws.

54.0 Approval of Mock-Up and Samples

It will be the contractor's responsibility to obtain written approval of mock-ups and samples from the Architect and Employer. If this is not done, such items where these materials are used will be rejected by the Architect / Employer.

56.0 Approval of Final Finish in case of Polishing and Painting

In case of items for painting and polishing, normally primer and three coats should suffice However, to achieve the final finish, to Employer's / Architect's / Consultant's satisfaction, it may become necessary to-have more than three coats. This will have to be done by the Contractor at no extra cost.

57.0 Non-Availability of Specified Materials / Items

In case of materials / Items which are not available, the contractor shall have to submit a letter from manufacturer to that effect. After proper verification, alternative material may be selected by the Employer/Architect. In the case there will not be any increase of the quoted rates. However, if Accepted alternative is cheaper the cost benefit is to be passed on to the Employer.

58.0 Address for Service

All letters and Notices under or pursuant to these presents shall be hand delivered against acknowledgement or sent by Registered Post with Acknowledgement due at the respective addresses mentioned below. Any change in the addresses shall be duly intimated by the concerned Party to all others.

I. Address for Employer

Ms/ IITMRP FOOD COURT

No.1 FA, 1st Floor,
Kanagam Road,
Taramani
Chennai: 600113

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2. Address for Architects

M/s. Varsha & Pradeep - Architects,
No. 1/427 K.C.G College Road,
Karapakkam
Chennai-600 006.

3. Address for the Contractors

M/s-----

**SIGNATURE OF THE TENDERER
WITH SEAL**

SPECIAL CONDITIONS OF CONTRACT.

1.0 Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the Contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small-scale drawings. In case of discrepancy the Contractor shall ask for clarification from the Architect before proceeding with the work.

2.0 Notice of operation

The contractor shall not carryout any important operation without the Consent in writing from the Architect.

3.0 Construction records

The Contractor shall keep and provide to the Architect full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

4.0 Lighting of works

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The Contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

5.0 Fire fighting arrangements

- i. The Contractor shall provide suitable arrangement for fire fighting at his own cost. For this purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- ii. Any deficiency in the fire safety or unsafe Conditions shall be corrected by the Contractor at his own cost and to the approval of the relevant Authorities. The Contractor shall make the following arrangements at his own cost but not limited to the following.
 - a) proper handling, storage and disposal of combustible materials and Waste.
 - b) work operations which can create fire hazards.
 - c) access for fire fighting equipments.
 - d) type, number and location of containers for the removal of surplus materials and rubbish.
 - e) type, size, number and location of fire extinguishers or other fire fighting equipment.
 - f) general house keeping.

6.0 Site order book

A site order book shall be maintained at site for the purpose of quick communication between the Architect. Any communication relating to the works may be conveyed through the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall carefully maintained and preserved by the contractor and shall be made available to the Architect as and when demanded. Any instruction which the Architect may like to issue to the Contractor or the Contractor may like to bring to the Architect two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

7.0 Site meetings

Site meetings will be held to review the progress and quality evaluation. The Contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site

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meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the Architect.

8.0 Disposal of refuse

The Contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the Architect at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

9.0 Contractor to verify site measurement

The Contractor shall check and verify all site measurements whenever requested by other specialists Contractors or other sub contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

10.0 As built drawings.

- i. For the drawings issued to the contractor by the Architect. The Architect will issue two sets of drawings to the Contractor for the items for which some changes have been made. From the approved drawings as instructed by the IITMRP FOOD COURT/ Architect. The contractor will make the changes made on these copies and return these copies to the Architect/ for their approval. In case any revision is required or the corrections are not properly marked the Architect will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and / or attend to discrepancies either on the copies as directed by the Architect and resubmit to him for approval. The Architect will return one copy duly approved by him.
- ii. For the drawings prepared by the contractor.
- iii. The contractor will modify the drawing prepared by him wherever the changes are made by the IITMRP FOOD COURT / Architect. And submit two copies of such modified drawings to the Architect for approval. The Architect will return one copy of the approved drawing to the contractor.

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SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
5. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
6. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
7. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
8.
 - i. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - ii. Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
9. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
10. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
11. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects