

2018

# PROPOSED RENOVATION OF HOTEL CLARKS - LUCKNOW

## TENDER DOCUMENTS FOR FIRE ALARM SYSTEM

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### Fire Alarm Cause & Effects Matrix

Date:05/09/2018

## **1. GENERAL CONDITIONS OF CONTRACT**

### DEFINITIONS AND INTERPRETATIONS:

#### **Definitions**

In the Contract following words and expressions shall have meanings hereby assigned to them, except where the context otherwise requires (in alphabetical order)

#### **1.1 APPROVED/APPROVAL**

"Approved" means approved in writing by the Project Manager or Owner's authorized representative including subsequent written confirmation of previous verbal approval.

#### **1.2 APPROVED EQUAL**

"Approved Equal" shall mean an alternative product/ service approved by Project Manager or Owner's authorized representative as equivalent to that specified in the Contract Documents.

#### **1.3 ENGINEERING CONSULTANT:**

"Engineering Consultant" means M/s San Engineers & Consultants, Jaipur or in the event of it ceasing to be the Consultant for the purpose of this Contract, for whatever reasons, such other or additional person, firm or Company as the Owner may nominate for the purpose.

#### **1.4 CONTRACT:**

The "Contract Documents" consist of the Notice Inviting Tenders, the Agreement between **Client** and the Contractor, the General Conditions of Contract, Specifications, the Drawings, Schedule of Quantities, Schedule of Fiscal Aspects and relevant correspondence including all modifications thereof incorporated in the documents before their execution. **Client** means on whose behalf tenders are invited and include its successors permitted assigns and Legal authorized representatives.

#### **1.5 CONTRACTOR:**

"Contractor" means the person, firm or company whether incorporated / registered or not, employed as Contractor by **CLIENT** for undertaking the Works and shall include the Contractor's legal and authorized representatives, successors and permitted assigns.

#### **1.6 CONTRACTOR'S REPRESENTATIVE:**

The Contractor's Representative shall mean the person or party duly appointed by the Contractor, to act for and on its behalf on a day-to-day basis during the construction of the Work and the Project. Any action to be taken by the Contractor may be taken on the Contractor's behalf by the

Contractor's Representative. The Contractor's Representative shall be considered a "key person" for purposes of Section 12 of the General Conditions of Contract.

#### **1.7 CONSTRUCTION PLANT:**

"Constructional Plant" means all plant, tools, tackles, appliances or equipment, implements, scaffolding of whatever nature required for the execution of the Works but does not include materials, equipment or other things intended to form part of the Works.

#### **1.8 "CONTRACT SUM" means**

Shall mean the sums referred to in the Contract Documents for the Contractor's performance of the Work.

The Contract Price is inclusive of all taxes, duties, insurance premiums and all other statutory taxes and levies if any applicable to the contractors/workers etc., and the Owner shall not be responsible in any way whatsoever to pay for the same.

The Contract Price shall also include the Contractor's establishment, infrastructure, overheads and all other charges, and shall be inclusive of every cost and expense required by the Contract to be borne by the Contractor and necessary for the proper execution and successful completion of the Work under the Contract, in conformity with the Contract Documents and the best engineering and construction practices and to the satisfaction of the Engineering Consultants, Project Manager, Owner's Representative and the Owner.

The Contract is neither a fixed lump sum contract nor a piece work contract, but is an item rate contract to carry out the Works according to the actual measured quantities at the rates contained in the schedule of rates and probable quantities as provided in the Priced Bill of Quantities with Detailed Specifications. The Contract Price shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as indicated in the Letter of Intent/Work Order, amounts in excess of this number, not approved in advance by the Owner's Representative shall be at the Contractor's expense. The Contractor has to closely monitor the quantities and cost and obtain an Approval from the Owner/Project Manager well in advance for any change outside the scope of the Work which would cause the cost of the Work to exceed the Contract Price as indicated in the Letter of Intent. Prices will be firm until the end of the contract. No escalation in price shall be allowed for any reason whatsoever during the entire period of the completion of Project.

#### **1.9 DRAWINGS:**

"Drawings" means the drawings referred to in the specifications and any modifications of such drawings or such other drawings as may be from time to time be furnished or approved in writing by Project Manager. The contractor shall not, without the prior written consent of **Client**, use or publish for any purpose whatsoever, any information, prepared for or in connection with the services envisaged herein. The said drawings are "COPYRIGHT PROTECTED."

#### **1.10 DEFECT LIABILITY PERIOD:**

"Defect liability period" is defined as the period from the completion/ handing over of the building whichever earlier when the contractor is supposed to remove all defects pointed out and arising during this period. The defect liability period shall be **Twelve months** from the date of virtual & satisfactory completion.

Any defect arising during this period shall be brought to the notice of contractor, consultant and the architect. The concerned parties shall act within 24 hours or earlier depending on the seriousness of the defect. It will be responsibility of the contractor to make all possible efforts to rectify the defect or replace the defective material within one week of being brought to the notice of the contractor. Extension to this time frame may be given to the Contractor by the Project Manager at their sole discretion. The Architect/ Engineering Consultant shall define this reasonable period depending on the nature of the defect.

#### **1.11 OWNERS' REPRESENTATIVE:**

"Owners' Representative" will be **PROJECT MANAGER of Client** On its behalf.

#### **1.12 FORCE MAJEURE:**

Force Majeure are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, insurrection, military or usurped power, an act of Government, an act of God, such as lightening, unprecedented floods, tornado, and damage from aircraft.

#### **1.13 MONTH:**

"Month" means English Calendar month. "Day" shall mean a calendar day of 24 hours each.

#### **1.14 MEASUREMENT BOOKS:**

The "measurement books" shall be defined as the books maintained during the currency of the project to record all measurements qualifying for payment. The contractor shall maintain measurement books of all work done by them. The contractor shall get the measurement books verified by the Client Representative/PM/quantity surveyor periodically. It shall be responsibility of the contractor to get all the Works verified as per the measurement books before they get concealed. If the contractor fails to get the measurements of underlying items verified in time then he shall remove the overlying or concealing items and get the underlying or concealed items verified and make the work good at no extra cost to the Client.

All measurement books shall be hard bound with pages numbered. The Client/PM and the contractor shall verify the condition of the measurement book before implementation. No tearing of pages or overwriting shall be permitted in the measurement books. Only neat cutting of mistakes with joint signatures of contractor's representative and the PM/quantity surveyor shall be permitted.

#### **1.15 NOMINATED SUB-CONTRACTOR:**

"Nominated Sub-Contractor" refers to those specialists, tradesmen and others, nominated by Project Manager for executing special Works or supplying special equipment or materials, for which provisional sums are included in the Contracts. Such agencies shall be deemed to have been employed by the Contractor.

**1.16 PROJECT MANAGER:**

"Project Manager" means client or its authorized representatives. The Project Manager shall be authorized to represent and act on behalf of the Owner on day to day basis during all packages of construction of the Project. All communications, approvals and decisions to be taken in connection with the Architect's /Engineering Consultant's services shall be channelled through the Project Manager.

**1.17 'RECORDS AND AUDITS' -**

The contractor shall keep books and records to **CLIENT's** satisfaction, in such a manner, as to enable **Client** to carry out effective financial control.

**1.18 SUB-CONTRACTOR:**

"Sub-Contractor" means the person, firm or company to whom any part of the Contract has been sublet by the Contractor with the written consent of the Project Manager and includes the Sub-Contractor's legal and authorized representatives, successors and permitted assigns.

**1.19 SPECIFICATION:**

"Specification" means the specifications annexed to or issued with the tender and any modifications thereof or additions thereto as may from time to time be furnished or approved in writing by the Project Manager.

**1.20 SITE:**

"Site" means the lands and other places on, under, in or through which the Works are to be executed or carried out and any other lands or places provided by Client or used for the purpose of the Contract.

**1.21 TEMPORARY WORKS:**

"Temporary Works" means all temporary Works of any kind required for the execution of the Works by the Contractor.

**1.22 TENDER:**

"Tender" shall mean the Contractor's offer to construct the Work in strict accordance with the Contract Documents as set forth on the Tender Form.

### **1.23 TENDER DOCUMENTS:**

“Tender Documents” shall mean the Contractor’s Tender Form. The Performa of Bank Guarantee for Performance Bond, the Performa of Bank Guarantee against Mobilization Advance, and Notice Inviting Tender, Tender Form and Construction Contract Draft, General Conditions Of Contract, Fire and Life safety System Technical Specifications, Technical Parameters, Bill Of Quantities and Drawings Of Fire and Life safety System.

### **1.24 TERMS “AND”, “OR”, “AND/OR”:**

The terms “and”, “or”, “and/or” used in context with the description or enumeration of two or more items or components of work of documentation or anything similar shall mean as is relevant and applicable to the text.

### **1.25 WORK:**

“Work” shall mean and include all materials and labour necessary to construct the Fire Fighting components of the Project in full compliance with the requirements of the Contract Document.

### **1.26 “WRITTEN NOTICE”:**

Written Notice shall be deemed to have been duly served if delivered in person to the authorized representative of the firm / company for whom it is intended or if delivered at and a written delivery receipt obtained or sent by registered mail to the last business address known to them, who gives the notice.

### **1.27 WORKING DAY:**

“Working Day” shall mean any day except the National Holidays as notified by the Central Government.

### **1.28 VENDORS:**

“Vendors” shall mean and include all suppliers, material men, contractors, sub-contractors, nominated sub-contractors and trade contractors engaged at army stage of the Project.

## **2 SINGULAR AND PLURAL**

Words importing singular number shall also include plural and vice versa where the context so requires.

## **3 HEADINGS AND MARGINAL NOTES**

The headings and marginal notes in these conditions are for the purpose of facilitating reference and shall not be deemed to be part thereof or taken into consideration in the interpretation or construction thereof or of the Contract.

#### **4 LANGUAGE**

All documentation and correspondence in respect of this Contract shall be in the English language.

#### **5 SCOPE AND INTENT**

The general character and the scope of work is illustrated and defined by the signed Contract Documents herewith attached:

The Contractor shall carry out and complete the said work in every respect in accordance with the Contract, and with the directions of and to the satisfaction of Project Manager/ **Client**

##### **INCREASES / DECREASES TO SCOPE OF WORK:**

The Owner reserves the right to increase or decrease the scope of the Work on any or all items or to change the nature of the Work involved in any or all items or to completely delete any items of the Work under the Contract. The Contractor shall not be entitled to claim for loss of anticipated profits, for mobilization of additional resources, or for any other such reason on account of these change orders.

##### **ITEMS OF WORK FOR COMPLETION:**

The Contractor is bound to carry out any items of work necessary for the completion of the Work even though such items of work may not be expressly described in the Contract Documents.

The Client/Project Manager may, from time to time, issue further supplementary drawings and/or written instructions, details and directions and explanations, which are collectively referred to as Project Manager's Instructions. The Contractor shall forthwith comply with and duly execute Works comprised in such Project Manager's instructions provided always that verbal instruction, directions and explanations given to the Contractor or their work's representative by Project Manager shall, if involving a variation, be confirmed in writing.

##### **SITE MANAGER**

The Project Manager or their authorized Site Manager would be responsible for the day-to-day supervision of the Contract and shall represent the Project Manager at the Site under the instructions of the Project Manager. The Contractor shall provide all necessary facilities for the performance of their duties.

#### **6 DUTIES OF SITE MANAGER**

6.1 The Site Manager shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract and such additional functions as are delegated to them by the Project Manager from time to time. The Site Manager shall coordinate, watch and supervise the Works and examine and approve materials to be used or workmanship employed in connection with the Works.



6.2 Provided always that Failure of the Site Manager or their representative to disapprove any work or materials shall not prejudice the power of the Project Manager to disapprove such work or materials except as otherwise provided in these documents, if the Contractor shall be dissatisfied by reason of any decision of the Site Manager, he shall be entitled to refer the matter to the Project Manager / **Client** in writing, within 15 days of the receipt of such decision, who shall thereupon confirm, reverse or vary such decision.

Subject as otherwise provided in this Contract, all notices to be given on behalf of the Project Manager, and **Client** and all other actions to be taken on their behalf may be given or taken by the Site Manager.

## **7 SITE**

Before tendering, the Contractor shall visit the Site and satisfy themselves about the Site conditions. He shall examine the Site and take note of existing roads and other means of communication and the character of the soil and of the excavations, the correct dimensions of the work and facilities for obtaining the special articles called for in the contract documents and shall obtain their own information on all matters affecting the continuation and progress of the Works. No extra claim made in consequence of any misunderstanding or incorrect information for any of these points or on the grounds of insufficient description shall be allowed. Should the Contractor, after visiting the Site, find any discrepancies, omissions, ambiguities or conflicts in or among the contract documents or to be in doubt as to their meaning he shall bring the question to the Project Manager's attention, not later than 3 days before the opening date of the tender.

## **8 ASSIGNMENT**

The Contractor shall not assign the Contract or any part thereof, or any benefit or invest or there under otherwise than by a charge in favour of Contractor's bankers of any monies due or to become due under this Contract, without prior written consent of the Project Manager.

## **9 SUB-CONTRACTORS**

As soon as practicable and before awarding any sub-contract, the Contractor shall submit the names and details of such firms whom he is going to employ for approval of Project Manager. These details shall include the expertise, financial status, technical manpower, equipment, resources, and list of Works executed and on hand of the sub-contractor. The Contractor and the Project Manager shall mutually decide the Sub-contractor to whom the work could be awarded. It is clearly understood that the Contractor will be fully responsible for all the acts and omissions of Sub-contractor, including damages as per this Agreement or otherwise including but not limited to for waterproofing, pest control, doors and windows, insulation and other specialist items shall be got approved well in advance.

## **10 SPECIALIST AGENCIES**

The Contractor may entrust specialist items of work to the agencies specialized in the specified trade. The Contractor shall give the names and details of such firms whom he is going to employ

for approval of Project Manager. These details shall include the expertise, financial status, technical manpower, equipment, resources, and list of Works executed and on hand of the specialist agency.

## **11 CONTRACTOR'S GENERAL RESPONSIBILITIES**

The Contractor shall execute and maintain the Works with due care and diligence and shall provide all materials, labour including supervision thereof, constructional plant, temporary Works, transport and all other things, whether of temporary or permanent nature, required for the proper execution and maintenance of the Works.

The Contractor shall execute the whole and every part of the Works in the most substantial and workmanlike manner, both as regards materials and labour and otherwise in every respect in strict accordance with the specifications. The Contractor shall conform exactly, fully and faithfully to the designs, drawings and instructions relating to the work, in writing.

Before commencing any item of work, the Contractor shall co-relate all relevant drawings and information and satisfy themselves that the information available thereof is complete, unambiguous and without any discrepancies. The Contractor shall be responsible for any errors in the execution of the Works and/or damage caused due to any discrepancy in the Contract documents, which was overlooked by the Contractor and/or their Sub-Contractor, and is not brought to the notice of the Project Manager.

Levels, dimensions and other information shown on the drawings are believed to be correct. The Contractor shall, however, verify them for themselves and no claim or allowance whatsoever shall be entertained on account of any errors or omissions in the levels, dimensions, etc. from those shown in the drawings.

Any loss or damage caused by negligence of the Contractor to the materials whether procured by the Contractor or Client shall be to their account.

Any loss or damage caused by the Contractor and their staff to the structure and/or services of the building including any damage caused to the curtain walls and glass panes shall be to Contractor's account and would be recovered from them through deductions from their running bill.

The Contractor shall submit an organization chart, specific to the project, qualification of the key personnel, number of skilled and unskilled people that the contractor would be employing to this project, detailed procurement schedule accompanied by a Project Schedule GANTT/PERT chart along with the tender.

## **12 DOCUMENTS MUTUALLY EXPLANATORY**

The Contract documents are complimentary and cumulative and what is called for by any one shall be binding as if called for by all. The intention of the documents is to include all labour and materials, equipment and transportation necessary for proper execution of the work (exempting those materials and equipment listed separately which are to be supplied by the Owner). Materials

of work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards as applicable.

### **13 DISCREPANCIES AND ADJUSTMENTS OF ERRORS**

In the event of ambiguities, discrepancies, and contradictions between the Bill of Quantities, the drawings and/or specifications, the contractor shall immediately notify the Project Manager. The Architect/ Engineering Consultant shall explain the same and the Project Manager shall in their sole discretion, determine which of the requirements govern and/or clarify any such ambiguity or discrepancy and the Contractor shall comply with such determination.

If there are discrepancies in the rates quoted by the Contractor in figures and in words, the rates quoted in words shall prevail.

All errors in extensions or computing the amounts and totalling shall be corrected. Decision of the Project Manager in this regard will be final.

The Contractor shall not be entitled to any extension of time or any compensation due to such determination.

### **14 DRAWINGS**

The drawings shall remain in the sole custody of Project Manager/Client. Two (2) copies of the Drawings shall be furnished to the Contractor, free of charge.

One copy of the Contract Documents including drawings furnished to the Contractor shall be kept at the Site and the same shall, at all reasonable times, be available for inspection.

The Contractor shall give written notice to the Site Manager and inform Project Manager, whenever planning or progress of the work is likely to be delayed or disrupted, unless the required drawings or order including a direction, instruction or approval is issued within reasonable time.

The Project Manager shall have full power and authority to supply to the Contractor, from time to time, during progress of the Works such further drawings and instructions as shall be necessary for proper and adequate execution of the Works.

### **15 TYPE OF CONTRACT**

Item Rate – Contract

The Contract shall be an item rate Contract. The Contractor shall be entitled to payment, in Indian Rupees, of no more than the Contract Price as stated in the Letter of Award, in consideration of the Work performed and completion of the Work. The Contractor understands and agrees that the amount payable is assessed on a measurable basis in accordance with the tendered rates. However, the Contract Price may be altered on account of a change order. The Contract Price shall include payment for the supply of all labour (including payment to his Sub-Contractors), equipment, materials, power, water, plant and machinery, tools, transportation, framework,

scaffolding, all applicable taxes, duties, octroi, levies, royalties, fees, VAT, insurance premiums, etc.

#### **16 TAXES, DUTIES ETC.:**

The Contract price/rates shall be deemed to include all taxes and duties, all insurance cover and all other applicable taxes, duties and levies. Client shall not entertain any claim whatsoever on this account and these rates shall remain firm during the currency of the project under what so ever reason.

The Contractor shall also co-operate with and render all necessary assistance to the Owner to enable the Owner to avail of Mod vat facility and/or recovery of other indirect taxes, duties and the like.

#### **17 NOTICES, FEES, BYE LAWS, REGULATIONS:**

The Contractor shall comply with all applicable laws and government acts including the by-laws or regulations of local authorities relating to the Work in so far as construction, fabrication and installation activities are concerned, and he shall obtain from the local authorities all permissions and approvals required. The Contractor shall give all notices and pay all fees and charges that are and that can be demanded by law hereunder. In the Contract Price for the Work, the Contractor shall allow for such compliance and work, and for the giving of all such notices, and shall include the payment of all such fees and charges.

#### **18 LICENSES AND PERMITS:**

All licenses and permits for the materials under Government control, and those required to be obtained by the Contractor for the execution of the Work, shall be directly obtained by the Contractor. The Contract Price shall include all transportation charges and the other expenses that may be incurred in this connection.

#### **19 ROYALTIES AND PATENT RIGHTS:**

All royalties or other sums payable in respect of the supply and use of any patented articles, processes or inventions for the carrying out of the Work as described by or referred to in the Contract Documents, shall be deemed to have been included in the Contract Price.

#### **20 SCHEDULE OF QUANTITIES**

The quantities given in the Schedule of Quantities are provisional and are meant to indicate the intent and provide a uniform basis for tendering. The Contractor shall be paid for the actual quantity of work executed by them in accordance with the contract documents at the Contract Rates. Client/Project Manager reserves the right to increase or decrease any of the quantities or to totally omit any items of work and the Contractor shall not claim any extra or damages on these grounds. Any error in description or in quantity or omission of item in the Schedule of Quantities shall not vitiate this contract but shall be deemed to be a variation required by Project Manager.

## **21 SEPARATE CONTRACTS**

Client reserves the right to award other contracts in connection with the Works. The Contractor shall give other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work and theirs. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Project Manager any defects in such work that render it unsuitable for such proper execution and results. Its failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of its work, except as to the defects which may develop in the other Contractor's work after execution of the work.

## **22 CONTRACTOR'S DESIGNS & MANUFACTURER'S CATALOGUES**

For the items of work which are executed to the Contractor's designs and specifications, the Contractor shall allow in their tender for providing Client with 4 copies of all designs, drawings and specifications, general arrangement drawings and shop drawings which he needs to submit.

The Contractor shall supply 4 copies of all manufacturer's catalogues, brochures of all equipment and proprietary articles specified or which the Contractor proposes to use for the approval by the Architect/Engineering Consultant as soon as is reasonably practicable.

## **23 CONTRACTOR TO PREPARE 'AS BUILT' DRAWINGS AND DOCUMENTATION**

The Contractor shall during the course of execution, prepare and keep updated a complete set of "as built" drawings to show each and every change from the Contract drawings. The Architect/Engineering Consultant and the Contractor shall countermand changes recorded. Three copies of "as built" drawings, folded and bound to suitable / approved size shall be supplied to the Architect/Engineering Consultant within 30 days of the completion. Four sets of these drawings in CDs shall also be supplied on latest and updated version of AutoCAD at no extra cost to Client. The contractor shall provide adequate training, if required, to Client's operations and maintenance staff at the time of handing over of their Works and submit a Handing over Manual in a format prescribed by Client which will be supplied to the Contractor in due course.

## **24 INTEREST**

No interest shall be payable on any money due to the Contractor against security deposit, interim or final bills or any other payments due under this contract.

## **25 WORK TO SATISFACTION OF CLIENT/PROJECT MANAGER**

The Contractor shall execute and maintain the Works in strict accordance with the Contract to the satisfaction of the Client/Project Manager and shall comply with and adhere strictly to the Project Manager's instructions and directions on any matter whether mentioned in the Contract or not, touching or concerning the Works. Client/Project Manager's decision relating to the use and quality of materials and visual and aesthetic effect shall be final and binding.

## **26 PROGRAMME EVALUATION AND REVIEW**

Network based integrated time schedule shall be submitted by the Contractor. The time schedule shall also include details of mobilization of resources, materials, equipment and labour. After award of Contract, the Architect/Engineering Consultant may require the Contractor to expand the information given in the program until it is suitable for the effective review of progress during the execution of the Works. The critical path shall be determined. It is the Contractor's obligation to ensure that such a program, duly approved by the Project Manager is available within 15 days of placement of order.

The Contractor shall, every fortnight, review and update this program and furnish for the information of the Project Manager, in writing, details of the Contractor's arrangements for executing the Works, materials procured, erected, balance at Site, and expected deliveries during the next fortnight; skilled/unskilled labour, foremen, supervisors working at Site and steps proposed for speeding up progress of work.

If at anytime it should appear to the Client/Project Manager or the Architect/Engineering Consultant that the progress of the Works does not conform to the approved program, the Contractor shall furnish a revised program and take such steps at their cost, as are necessary to expedite progress and ensure completion of the Works within the completion period or extended date of completion, provided that any extension of time given by the Project Manager on account of revised programme shall not affect the penalty clauses given in Clauses as per the Schedule of Fiscal Aspects of the Contract.

Approval by the Project Manager of such programs or the furnishing of such particulars shall not relieve the Contractor of any of their duties or responsibilities under the Contract.

The Contractor shall be called upon to attend co-ordination meetings with Client /Project Manager/Architect /Engineering Consultant and other Contractors and shall fully co-operate with such persons and agencies involved in these discussions. The Contractor shall take notes of the discussions during the meeting and shall strictly adhere to the decisions of the Project Manager in performing the Works.

## **27 CONTRACTOR'S SUPERVISION**

27.1 The Contractor shall provide all necessary supervision during the execution of the Works and defects liability period for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent approved in writing by the Project Manager, which approval may at any time be withdrawn; is to be constantly on the Works and shall give their whole time to supervise the Works. Such an authorized agent shall receive on behalf of the Contractor, directions and instructions from the Project Manager, the Architect or the Engineering Consultant. Apart from the Contractor/ authorized agent, independent floor managers/independent activity in-charge would be assigned to the different floors/areas for supervision and co-ordination of Works throughout the execution of the Project. The contractor's Supervisory staff must arrive at the site by 0900 hrs. every day and should lead the workforce into

the site. It may be noted that the workers would not be allowed entry into the site without their respective floor supervisors/activity in charges.

**27.2 The Contractor shall employ for the execution of the Works**

Such technical persons as are qualified and experienced and such representatives, foremen and supervisory staff as are competent to give supervision to the work, and

Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.

**27.3** Any staff of Contractor found to be negligent of duties would be replaced on the request of Project Manager without delay.

**CARE OF WORKS**

**29. SETTING OUT**

The Contractor shall be responsible for the true and proper setting out of the Works at their expense in relation to reference points, lines, levels given in the drawing or furnished by the Project Manager in writing and for the correctness of the positions, levels, dimensions and alignment of every part of the Works. If any error in setting out is noticed at any stage, the Contractor shall, at their own cost, rectify such errors to the satisfaction of the Project Manager.

**30. NUISANCE**

The Contractor shall not at any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to the others working on or near the Site and to the public generally.

**31. WATCHING AND LIGHTING**

The Contractor shall arrange necessary power and provide and maintain at their cost all lights, fans, guards, fencing and watching, when and where necessary or as directed by the Site Manager, for the protection of Works, materials, plant, equipment etc. Any loss or damage caused to the materials procured by the Contractor shall be to their account.

**32. CO-OPERATION WITH OTHER CONTRACTORS**

The Contractor shall co-operate with other contractors, Architect and Engineering Consultant and freely exchange with them such technical information as necessary for the proper execution of the Works.

The Contractor shall, in accordance with the directions of the Project Manager/Site Manager, afford all reasonable opportunities to other contractors and their workmen and to the workmen of Client who may be employed in the execution of the Works not included in the Contract, for carrying out their work.

All operations necessary for the execution of Works shall be carried out so as not to interfere unnecessarily or improperly with the execution of Works by other contractors. Execution of Works under this Contract shall be co-coordinated with the work of other Contractors where it would interfere with their work or working. The Site Manager and the concerned Contractor shall be informed well in time for effective coordination and proper execution of Works.

### **33. CONTRACTOR TO KEEP SITE CLEAR**

During the progress of the Works, the Contractor shall keep the Site clean and reasonably free from all necessary obstructions and shall store or dispose of any Constructional plant and surplus materials, wreckage, rubbish or Temporary Works no longer required. If the Contractor is found to be lagging in maintaining good housekeeping practice at site, the Site Manager/ Client would be authorized to have the debris cleared / cleaning carried out by some other agency and recover cost of the same from the defaulting Contractor.

### **34. COORDINATION OF WORK**

34.1 At the commencement of work, and from time to time, the Contractor shall confer with other Contractors, sub- Contractors, and persons engaged on separate contracts in connection with the work, and with the Project Manager for the purpose of coordination and execution of the various phases of work. The Contractor shall ascertain from the other Contractors, Sub-Contractors and persons engaged in separate contracts, in connection with the Works, the extent of all chasing, cutting and forming of all opening, holes, grooves etc. as may be required to accommodate the various services and will be paid nothing extra for such Works.

34.2 The Contractor shall ascertain the routes of all services and the position of all floor and wall outlets, traps etc. in connection with the installation of plant, services and arrange for the construction of work accordingly. The breaking and cutting of the completed work must not be done unless specifically authorized in writing by the Site Manager. Generally, all breaking shall be by the Contractor for civil/interior work and no work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work.

### **35. CLEARANCE OF SITE ON COMPLETION**

35.1 Before the issue of the Completion Certificate, the Contractor shall clear away and remove from the Site all constructional plant, surplus materials, rubbish and temporary Works of every kind and leave the whole of the Site and Works clean and in workman like condition to the satisfaction of the Site Manager.

35.2 The Contractor shall on completion of work return back the storage space and office space to Client in the same condition as was provided to the Contractor in the beginning of the project.



### **36. PATENT RIGHTS**

Contractor shall fully indemnify Client against any action, claim or proceeding relating to any infringement of the use of any patent or design or any alleged patent or design rights and shall pay royalties which may be payable in respect of any article or part thereof included in the Contract.

### **37. LABOUR HUTS**

The Contractor shall not be allowed to put up huts for labour at the Works Site as the space at the Site is very limited.

### **38. SITE RECORDS**

The Contractor shall keep books, accounts and Site documents and documents and records showing the number of men employed each day, wage bills, delivery notes, priced invoices for all materials ordered or delivered, visitors to the Site or such records as Project Manager may require the Contractor to maintain from time to time. The Contractor shall furnish such documents and records to the Project Manager, when required. The Contractor shall ensure that there is a clear demarcation made on the amount spent on materials and labours.

### **39. RELEASE OF INFORMATION**

All information gathered under this Contract by the Contractor all reports and recommendations relating to this contract shall be treated as confidential by the Contractor and shall not, without the prior written approval of Client is made available to any person or party other than the Project Manager, the Architect, Engineering Consultant or any concerned Government Authority.

## **INSURANCE AND INDEMNITIES**

### **40. INSURANCE OF WORKS**

Without thereby limiting their responsibilities, the Contractor shall at its own expense carry out and maintain the following insurance:

Group Personal Accident Insurance Policy covering the Contractor's staff. The Contractor shall ensure that any sub-contractor appointed by them shall also have a similar insurance coverage.

Insurance Policy covering the Contractor's own property at site including but not limited to equipment and vehicles.

Professional Indemnity Insurance Policy sufficient to cover risks associated with contractor's services.

The Contractor shall insure, in the joint names of Client and the Contractor, against all loss or damage during transit, storage, and execution or installation and commissioning from whatever cause arising, for which he is responsible under the terms of contract, and also for all loss and damage arising from improper workmanship, earth quake, floods, fire and like in such manner that Client and the Contractor are covered for the period up to 3 months after the entire

work/installation is certified complete. The value of the insurance cover should be adequate to cover the replacement value of the material and services.

All payments received from the insurer under the said policy or policies shall be first received by Client and shall be paid to the Contractor in instalments for the purpose of rebuilding or replacement or repair of the Works and/or goods destroyed or damaged as the case may be. However any delay in receipt of insurance claim amounts shall not entitle the Contractor to any claim on Client, nor shall it entitle them for any extension in the date of completion.

#### **41. INSURANCE AGAINST ACCIDENT OR INJURY TO WORKERS:**

The Contractor shall be responsible for the safety of Contractor's own property, materials, all employees or workmen engaged by them or their Sub-contractors in connection with the Work and shall forthwith report to the Project Manager any incidence of accidents causing damage to property or injury to personnel, however and wherever caused in the Works, and shall make adequate arrangement for rendering all possible aid to the victims of such accident. Contractor shall be obliged to pay any compensation to the employees or workmen employed by the Contractor in the execution of the Work, in accordance with the Workmen's Compensation Act or any other Statute as may be applicable.

The Contractor shall continue such insurance during the whole execution time that any persons are employed by them or the Sub-Contractors on the Works.

#### **42. THIRD PARTY INSURANCE:**

Before commencing the execution of the Works, the Contractor shall insure against their liability for any materials or physical damage, loss or injury which may occur to any property including that of Client, and to any person including any employee of Client, Project Manager, Architect, Engineering Consultant by or arising out of the execution of the Works or in carrying out of the Contract.

Such insurance must ensure a minimum coverage to the extent of NRP. 5, 00,000 (Nepali Rupees Five lakhs) per claim.

#### **43. INSURANCE - GENERAL:**

All insurance covers shall be taken from a nationalized insurance company only. If the contractor desires to take insurance cover from some other insurance company, prior approval from the Clients / Project Managers would need to be taken.

The terms of the insurance policies shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive, indemnify under the policy being brought or made against Client the insurer will indemnify Client against such claims and any costs, charges and expenses in respect thereof.

The Contractor shall provide Client and the Project Manager with a copy of each of the Insurance policies and documents taken out by them in pursuance of the Contract immediately after such insurance coverage.

If the Contractor shall fail to effect and keep in force insurance, as per the terms of contract, Client 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 Client as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debit due from the Contractor.

The Contractor shall be responsible for preparing of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the Works damaged or lost. The transfer of title shall not in any way relieve the Contractor of their responsibilities during the period of the contract including defects liability guarantee period.

## **LABOUR**

### **44. ENGAGEMENT OF LABOUR:**

The Contractor shall make their own arrangements for the engagement of labour, local or otherwise, and for their transport, housing and payment. All labour engaged by the Contractor shall be and remain the employees of the Contractor and no claim whatsoever shall lie against Client by them or Contractor and any person claiming on their behalf against Client in respect of any right or benefit or compensation due to them in their employment. The Contractor shall indemnify Client in case any claim is made on them in this regard.

The Contractor shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act , before the commencement of the work and continue to have a valid license until the completion of work or expiry of guarantee period, if applicable.

The Contractor shall pay the labour employed by them directly or through Sub-Contractors, wages not less than the minimum wages notified under the Minimum Wages Act updated till completion of project.

Client shall on a report from the competent authority have the power to deduct from the monies due to the Contractor any sum notified under the provisions of the relevant Act.

The Contractor shall indemnify Client against all or any payments to be made under and for the observance of any Act, Rules and Regulations aforesaid without prejudice to their right to claim indemnity from their Sub-Contractors.

The Contractor shall ensure compliance with the Inter-state Migrant Workmen and Rules framed there under all other relevant acts, rules, regulation and by laws.

### **45. SAFETY REQUIREMENTS**

NOTE - To be strictly followed and implemented at Site.

All construction personnel, visitors and any other person on the project shall wear approved Hard Hats; Colour coded T – Shirts, Safety glasses with side shields, shoes and an identification badge. These badges must clearly be shown to the security. Persons without badge will not be allowed on project site.

All ladders will be factory or shop built. They shall be tied off and extended 1.0m above the landing. Painted ladders are not allowed. Ladders of aluminium alloy would be permitted at site with adequate rubber bases. Wooden ladders would not be allowed.

All scaffolding shall have clear timber or steel planks with toe boards. It will have handrails extending 36" above the deck. A mid-rail must be provided at 18".

No workman shall walk under a load being lifted.

Job site must be kept free from scrap wood, paper, plastics, garbage, loose and broken materials. House keeping will be enforced and each contractor shall be responsible for their own work area. A housekeeping program shall be established and waste disposal will conform to local legislation. Removal of debris and waste shall be carried out without fail on a daily basis. The contractor would be required to depute a certain number of workers (which would be communicated by the Project Manager) to the general site housekeeping team which would comprise of workers of the various contractors working at site.

All extension cords or electrical cable shall be free of cuts or scuffs. All cords shall have either male or female 3-point sockets. Bare wire stuff into a receptacle will not be allowed. All sliced wire shall be done with a splice kit, not just turned and taped. All portable electrically operated equipment shall be inspected by a competent person.

All electrically operated equipment should be grounded.

Each contractor shall have a safety meeting each Monday morning to be attended by all workers of the particular contractor. The person holding the meeting shall have a report stating the names of all persons attending, and topics discussed. These reports would be submitted to the Project Manager every Monday evening.

Each Contractor shall appoint a safety monitor to monitor their work. All contractor safety monitors shall have a scheduled weekly meeting with Project Manager/ Client's Safety Manager.

All electrical hook-ups and connections to power panels, step down transformers and distribution boxes shall be done by a certified electrician.

All contractors and sub-contractors will submit a weekly report stating all accidents.

All gas bottles shall be stored upright secured by chain and separated by type. Empty bottles shall be stored in the same manner. Valve assembly caps shall be provided for all bottles.

No gas bottles shall be rolled or dragged on the ground or concrete. They must be kept upright and moved on a cart and carried.

No hoses shall be connected to the oxygen or acetylene bottles without a proper working gauges and flashback arrestor.

All contractors must develop an emergency treatment and medical evaluation procedure. He will set up a working arrangement with local medical doctor to handle injury cases, and provide for other treatment by a specialist or local hospital. Project Manager must be notified immediately of all work injuries.

Visitors are not allowed on the project site without a visitor's badge, which the contractor must obtain, for security.

Project Manager and or security are authorized to inspect all vehicles and personal lunch boxes, packages and bundles entering or leaving the project.

All scaffolding shall be manufactured frames, bracing connecting pins and other accessories. Wooden Bullies will not be allowed.

Project Manager shall have the authority to shut a portion of the work in progress or all work of the project whether they deem that the work is being carried out in an unsafe manner, safety equipment is not being used and safety procedures are not followed.

Provision for sufficient and workable fire extinguisher to be made in each zone of the site as per directions of the Project Manager at their own cost.

Maintain and active list of all hazardous substance and be in possession of material safety data sheets.

The contractor shall provide at his expense one room of -reasonable dimensions plus toilet facilities for the use of their workers as rest room. The room & toilet shall be well-lit and well ventilated. Contractor shall also provide necessary arrangement for final disposal of sewage at their cost.

The Contractor shall establish a fully equipped and staffed first aid centre on the Site to deal with accidental injuries and workers health

The Contractor shall not employ any labour less than 18 years of age on the job. If female labour is engaged, the Contractor shall make necessary provisions at his own expense for safeguarding and care of their children and keeping them in Crutch, which will also maintained by the contractor. No children shall be permitted on the Site.

If women workers are employed on the Work, the Contractor shall provide at his expense two rooms of -reasonable dimensions plus toilet facilities for the use of their children under the age of six years. One room shall be used as a playroom and the other as the bedroom of the children. The rooms shall be built to reasonably good specifications in consultation with the Project Manager. The rooms shall be well-lit and well ventilated.

Welding Works wherever carried out should be should undertaken using complete protection equipment like, but not limited to glass cover for eye protection and should always be

accompanied by a fire extinguisher. Such Works should only be undertaken by trained technicians and should always be done in the presence of an extra person.

The contractor shall put safety net on edges for working at heights. Also he shall provide safety harness / safety belts etc for workers working on edges or on height.

#### **46. MODEL RULES**

The Contractor shall at their own cost comply with or cause to be complied with Model Rules for labour welfare framed by the Government or other local bodies / authorities from time to time for the protection of health and for making sanitary arrangement for workers employed directly or indirectly on the Works. In case the Contractor fails to make arrangements as aforesaid, Client shall be entitled to do so and recover the cost thereof from the Contractor.

#### **47. RETURNS OF LABOUR**

The Contractor shall furnish to the Site Manager a return every fortnight in such detail and form as the Site Manager may prescribe showing the supervisory staff and the number of labour employed by the Contractor and Sub-Contractors on the Site separately for each category of labour indicating their working hours and wages paid to them and any other information as directed by the Site Manager.

#### **48. CONTRACTOR'S SITE ORGANIZATION AND EQUIPMENT**

**Site Supervisor:** The Contractor shall ensure continued effective supervision with the help of a qualified, experienced person assisted by adequate staff, for the entire duration of the Works. The Site Supervisor will be responsible for carrying out the work to the true meaning of the drawings, conditions of contract, specifications, schedule of quantities and Architect's/ Consultants instructions and directions or instructions given to them in writing shall be held to have given to the Contractor officially. Attention is called to the importance of requesting written instruction from the Architect before undertaking any work where Architect's directions or instructions are required. Any such work done in advance of such instructions will be liable to be removed at the Contractor's cost. The Site Supervisor and their technical staff shall not be transferred from the work without the written prior permission from the Site Manager/Architect.

The contractor shall post at least one Graduate Engineer with relevant experience to handle the job along with the support of Diploma holder Engineers and foreman, who are competent enough to handle the job.

**Equipment:** The Contractor shall provide and install all necessary ladders, scaffolding, tools, plants and all transport for labour, materials and plant necessary for the property execution and completion of the work to the satisfaction of the Site Manager /Architect/Consultant/Client.

**Security:** The Contractor shall provide adequate number of watchmen to guard the Site premises, materials and equipment at all times at their expense.

**Telephone:** The Contractor shall make necessary arrangements to install a working telephone line at their own cost and maintain its upkeep. The Contractor shall pay all charges in connection with the same till the completion of the work.

**T-Shirts / Helmets / Safety Shoes:** The Contractor shall arrange to provide all their staff employed at site (skilled as well as unskilled) with construction helmets, safety shoes & coloured T-shirts (colour to be decided at the time of award of work and would be communicated by the Project Manager) with their company/firm name clearly embossed in the front of the T-shirt.

## ***MATERIALS AND WORKMANSHIP***

### **49. QUALITY OF MATERIALS AND WORKMANSHIP:**

All Materials and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the instructions and directions of the Project Manager /Architect/ Engineering Consultant shall be subjected from time to time, to such tests as the Project Manager/ Architect/ Engineering Consultant may direct at the place of manufacture or fabrication or on the Site or at such other places as may be directed by the Site Manager. The Contractor shall execute the whole and every part of the work in the most substantial and workman-like manner, both as regards to materials and workmanship and in every respect in strict accordance with the specifications etc. The Contractor shall also conform exactly and faithfully to the designs, drawings and instructions in writing of the Project Manager, Architect and the Engineering Consultant.

### **50. STORAGE OF MATERIALS:**

All materials and equipment brought on to the Site shall be stored by the Contractor only at places approved by the Site Manager. Storage and safe custody of materials and equipment shall be the responsibility of the Contractor.

### **51. APPROVAL OF MATERIALS:**

The Contractor shall supply samples of all materials including those specified by brand names for approval of the Client/Project Manager/Architect. The Client/Project Manager/Architect will approve the samples in writing before the Contractor arranges bulk supplies. The cost of arranging/making of test samples cost of their packing and forwarding and testing charges shall be borne by the Contractor.

The Project Manager and the Architect /Engineering Consultant may at any time during the execution of work call upon the Contractor to submit samples of any materials used or to be used in the Works for checking compliance with the Contract specifications or approved samples. Should these samples fail to comply with the Contract specifications or not conform to approved samples, then the materials from which the said samples were taken shall be removed from the Site immediately and all work executed with such materials shall be replaced and made good to the satisfaction of the Site Manager, at the expense of the Contractor. Consequence arising from delay in submission of samples should be sole responsibility of the Contractor.

**52. QUALITY CONTROL:**

The Contractor shall submit to the Site Manager a comprehensive quality approval plan for all materials, equipment, and things to be provided under the Contract. No material or equipment shall be dispatched by the manufacturer or vendor or brought to Site by the Contractor until the quality of the material or equipment has been established through inspection and tests or through test certificates furnished by the manufacturer. In case the Site Manager accepts such test certificates as sufficient proof that the material or equipment conforms to the Contract Specifications, he shall accord their approval for the dispatch of material or equipment. Additional tests if required by the Project Manager shall be carried out as per the specifications laid down by the Project Manager at the cost of the Contractor.

**53. STANDARD OF WORKMANSHIP:**

To determine the acceptable standard of workmanship, Project Manager/ Site Manager/ Architect/ Engineering Consultant may require the Contractor to execute certain proportions of Works and services such as walls, flooring, joinery, finishes, sanitary installation etc. under their close supervision. On approval such samples of work shall be termed as guiding samples. Work shall be executed to conform to the standard of workmanship of these samples. No extra cost for the preparation of such sample shall be payable to the contractor.

**54. INSPECTION OF WORKS:**

Client /Project Manager, the Architect/ Consultant and any person authorized by them shall at all times have access to the Works and to all Workshops and places where work is being prepared or from where materials, or equipment are being obtained for the Works and the Contractor shall afford every facility and assistance in obtaining the right to access.

All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to Project Manager / Site Manager when each stage is ready.

**55. EXAMINATION OF WORKS:**

No work shall be covered up or put out of view without the approval of the Project Manager. The Contractor shall give due notice to the Site Manager and afford them full opportunity to examine any work, which is about to be covered up or put out of view.

The Contractor shall open any part or parts of the Works as Project Manager or the Architect/ Engineering Consultant may direct from time to time and shall reinstate and make good such part or parts to the satisfaction of the Project Manager.

**56. REMOVAL OF IMPROPER WORK & MATERIALS:**

The Project Manager shall have full powers to order in writing for :



The removal from the Site, within such time as may be specified in the order, of any materials which, in the opinion of Project Manager are not in accordance with the Contract.

The substitution of proper and suitable materials, and

The removal and proper re-execution notwithstanding any previous test thereof or interim payment thereof, or any work which, in respect of materials or workmanship is not in the opinion of the Project Manager or, in accordance with the Contract.

In case the Contractor defaults in carrying out such order, Client shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by Client, or may be deducted by Client from any monies due or which may become due to the Contractor.

### **CONSTRUCTIONAL PLANT, TEMPORARY WORKS AND MATERIALS**

#### **57. CONTRACTOR TO SUPPLY ALL PLANTS, MACHINERY, SCAFFOLDING, ETC.:**

No plant, machinery, scaffolding and tools & tackles will be arranged or issued by Client

#### **58. MATERIALS, PLANT ETC. EXCLUSIVE USE FOR THE WORKS**

All constructional plants, temporary Works and materials when brought to the Site shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove the same or any part thereof, without the consent, in writing, of the Site Manager, which shall not be unreasonably withheld.

Upon completion of the Works, the Contractor shall remove from the Site all the said constructional plant and temporary Works remaining thereon and any unused materials provided by the Contractor.

Client shall not at any time be liable for the loss of or damage to any of the said constructional plant, temporary Works or materials. The storage and safe custody of all materials, equipment constructional plant and the Works executed shall be the responsibility of the Contractor.

### **DEVIATIONS/ VARIATIONS**

#### **59. EXTRAS AND VARIATIONS**

Project Manager shall have the power to make and order any variation of the form, quality of the Works that may appear to them to be necessary during the progress of the Works. The Contractor shall carry out the Works as directed.

The quantities as mentioned in BOQ are tentative and may increase or decrease. No extra claim will be acceptable for such increase and the percentage of variation should not be more than 5% with respect to BOQ quantities. Variations shall not in any way vitiate or invalidate the Contract.

No verbal orders by Project Manager /Architect/ Engineering Consultant shall constitute an authority for the Contractor to undertake any variations from the Contract, specifications. If the Contractor, for any reason, has been given verbal orders it shall be their responsibility to ask confirmation of the orders and shall proceed accordingly only after the orders are confirmed in writing.

All altered, additional or substituted items of work shall be priced at the minimum rate arrived at based on the points mentioned as under-

An item of work included in the bills of quantities at the applicable rate in the respective bill of quantities.

An item of work similar in character to the item included in the bill of quantities at the rate derived from the rate for a similar class of work in the bill of quantities as approved by Project Manager.

If the rate for an item of work cannot be determined in the manner at (a) and (b) above, the rate shall be decided by the Project Manager on the basis of rate analysis based on the cost to the Contractor at Site i.e. cost of materials including taxes, duties, Octroi, packing and forwarding charges, handling and insurance and cost of labour plus service tax both on actual: plus 15% (Fifteen Percent) to cover Contractor's profit and overheads, except on the cost of any material or service supplied/provided by Client..

It shall be the responsibility of the Contractor to inform the Project Manager the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed. The Project Manager shall, within fifteen days, thereafter arrive at an appropriate rate. In case it is not practical for the Contractor to furnish vouchers in support of the cost of materials or such evidence as the Project Manager shall fix only a provisional rate for the purpose of interim payments. The Contractor shall have no right to suspend the work on the plea of non-settlement of the rates and the decision of the Project Manager shall be final.

#### **60. DEVIATION LIMIT:**

As a result of variations ordered, the quantities of any individual items of work done, omitted, altered and substituted could vary to any extent, without any adjustment in the quoted unit rates.

#### **61. CLAIMS**

The Contractor shall send to the Project Manager every month, an account giving full particulars, as full and detailed as possible of all claims for any additional payments to which the Contractor may consider them selves entitled and of all extra work ordered in writing and which he has executed during the preceding month. The bills of the Contractors shall be cleared, only after all payments are made to the workmen and necessary contributions in terms of Statutory Rules are made. The Contractor shall ensure that a copy of the relevant Variation/extra items approval Register is handed over to the Site Manager, to enable them to clear the bills.

No claim for payment for any extra work or expense will be considered which has not been included in such particulars. Client may consider payment for any such work or expenses where

admissible under the terms of the Contract, if the Contractor has at the earliest practicable opportunity notified Client in writing that he intends to make a claim for such work and expense and it is certified by Project Manager that such payment was due.

Any claim which is not notified by the Contractor in two consecutive bills shall be deemed to have been waived and extinguished.

## **CERTIFICATES AND PAYMENTS**

### **63. QUANTITIES:**

The quantities set out in the Bill of Quantities are to be estimated quantities of the work; they are not to be taken as the actual or correct quantities of the Works to be executed by the Contractor in fulfilment of their obligations under the Contract.

### **64. VALUATION:**

The Site Manager shall except where otherwise stated, ascertain and determine the value of work done by measurement in accordance with the Contract.

### **65. WORKS TO BE MEASURED:**

The measurement of work done by the Contractor shall be recorded in the Measurement books by the Site Manager, from time to time, jointly with the Contractor. Measurements of altered, additional or substituted items of work ordered shall be recorded as and when these are executed even if the rates for these items have not been settled.

The Project Manager shall, when he requires any part of the Works to be measured, give a reasonable notice to the Contractor who shall attend or send their representative to assist the Project Manager or their representative in making such measurements, and shall furnish all particulars required by them. The Contractor shall provide necessary platform for the safety of the person(s) undertaking the measurements at their own cost.

Measurements shall be signed and dated by both the Contractor and Project Manager on the completion of each set of measurements. If the Contractor objects to any of the measurements recorded by the Project Manager, the Contractor or their authorized representative shall record a note to this effect in the Measurement Book against items objected to and such a note shall be signed and dated by both the Contractor and the Project Manager.

If the Contractor fails to attend or neglects or omits to send their authorized representative, then the measurements made by the Project Manager or approved by them shall be taken to be correct measurement of the work. If after examination of such record of measurements, the Contractor does not agree with the same or does not sign the same as agreed, these shall nevertheless be taken as correct, unless the Contractor shall have within 7 days of such examination, notifies the Project Manager in writing in which respect the measurements recorded are claimed by them to be incorrect.

## **66. METHOD OF MEASUREMENT**

The works shall be measured in accordance with relevant IS codes. Notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract. The Client/Project Manager reserves the right to get the measurements checked/ audited by an independent agency and in such case the claim as settled by the Client shall be final and binding. In addition, Client reserves the right to impose suitable penalties on the Contractor if it is detected that such claims are based on wilful intent.

## **67. INTERIM BILLS:**

The Contractor shall, as specified in the schedule of fiscal aspects of the tender submit interim bills in 4 copies showing the value of the work executed in accordance with the Contract based on the measurements recorded in the measurement books.

The Project Manager shall evaluate the quantity of work executed at site and in consultation with in-house QS Manager approve the quality of materials, equipment and workmanship and adherence to the details as per drawings, specifications

Payment for items of work, which is partly completed, shall not be allowed except for material at site payment if allowed.

All interim payments shall be treated as payments by way of advances against final payment and not as payments for the work done or be considered as an admission of the due performance of the Contract.

Inclusion of any supplies made or Works executed in an interim bill and payment of such interim bills shall not be deemed to constitute approval by the Project Manager of any such supplies or Works nor shall it in any way affect the rights of Client under the Contract.

From the amount of the interim bill certified, the Project Manager, shall deduct a value of the work as set out in the Schedule of Fiscal Aspects, towards Retention Money.

The Project Manager may by any certificate correct or modify any previous certificate and shall have the power to withhold any certificate if, the Works or any part thereof have not been carried out to Client/Project Manager/ Architect's/Consultant satisfaction.

## **68. FINAL BILL**

Not later than 30 days after the Completion of work , the Contractor shall submit to Project Manager, 4 (four) copies of final bill with supporting documents showing in detail the value of work done in accordance with the Contract, the payments received by them and other recoveries/ deductions to be effected from the Contractor. Within 21 (twenty one) days of the receipt of final bill and all information reasonably required for verification of the final bill, the Project Manager shall approve and render a certificate to Client that he has satisfied themselves that the work executed is as per Contract specifications and to their satisfaction. Client shall subsequently release the

payment to the contractor after it's through verification with in 30 days after receiving the payment certificate from Project Manager.

Note:

1. No request for the release of ad-hoc payment against the bill shall be entertained.

An indemnity bond shall be submitted by the contractor to the effect that he shall indemnify Client in case of any financial liability/loss arising on the Client due the any action or default of the contractor.

## **69. WITHHOLDING OF PAYMENTS**

The Project Manager may withhold or on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect Client from loss on account of

- A Defective work not remedied within the time period given by the Project Manager
- b Failure of the Contractor to make payments properly to Sub-contractors for materials or labour or equipment
- c Damage to work of another Contractor or Sub-Contractor
- d A reasonable doubt that the Contract cannot be completed for the balance unpaid amount
- e A reasonable doubt that the Contractor intends to leave work items incomplete.
- f Due payments not made to their workmen as per labour statutes, in force.
- g Contractor has not met fully their obligation towards payments of all statutory dues.
- h Copies of relevant extracts of Statutory Registers not handed over to Site Manager.

## **70. CHANGE ORDERS:**

The Owner reserves the right to alter the Scope of Work and consequently the Contract Price shall be suitably adjusted for such changes by reference to the rates in the Schedule of Rates. All change orders shall be issued by the Project Manager after the requisite explanations have been provided by the Architect and prior written consent obtained from the Owner's Representative. The onus shall be on the Contractor to obtain such prior written approval of the Architect.

If the rates for the additional, altered or substituted work are not specifically provided in the Schedule of Rates then such rates shall be derived from the rates that are specified for a similar class of work in the Contract. The Project Manager's interpretation as to what is a similar class of work and his decision on the method in which the rate is to be derived shall be final and binding on the Contractor.

If the rates for the additional, altered or substituted work cannot be determined in the manner specified above, then the rates for such work shall be determined on the basis of analysis of rates.

If the rates for the additional, altered or substituted work cannot be determined in the manner specified above, then the rates for such work shall be based on actual consumption of materials, and actual use of labour and plant and machinery, as detailed below:

- a) Cost of materials supplied by the Contractor, at no more than prevailing market rates, actually incorporated in the Work.
- b) Cost of labour actually used at the Site on the Work at prevailing rates of labour.
- c) Cost allocation toward the Work for the use of any plant and machinery at the Site, on actual basis.

15% of the actual costs in respect of (a), (b), and (c) above, towards Contractor's establishment and overhead and profit. Works contract tax and service tax shall be paid on change orders as per actual. However for owner supply material no profit shall be allowed to the contractor.

If the Contractor and the Project Manager cannot agree on a rate as determined in accordance with this sub-clause, then the Project Manager may determine a reasonable rate which shall be final and binding on the Contractor or, at the Owner's option, may order and direct the work to be carried out by such other persons or agencies as it may think fit, and such other persons or agencies shall not, in any manner be prevented or obstructed in their work or from entering upon the Work by the Contractor for the purpose of carrying out such work. The Contractor shall not be entitled to any payment whatsoever in connection with such work carried out by such other persons or agencies.

Before any extra work is undertaken by the Contractor, he shall ensure that he has received a specific Change Order, signed by the Owner, from the Client/Project Manager. No additional payments shall be made to the Contractor without prior agreement and receipt of the necessary signed Change Order. Each Change Order shall clearly state the value of the additional work agreed to and signed for by the Owner.

The Contractor shall at monthly intervals submit to the Project Manager an account giving particulars, as full and detailed as possible, of additional work ordered in writing by the Owner and which the Contractor has executed during the preceding month. If any Change Order instructed by the Owner causes a delay in the completion of the Work causing the Contractor to overrun the time fixed for completion of the Work, the Owner shall agree, following joint review of the circumstances with the Project Manager as to the extent of the delay, to postpone the time for completion of the Work by the period of delay, provided the Contractor has notified the Owner in writing, of such expected delay before such change order is actually issued by the Owner.

## **71. MATERIALS & WORKMANSHIP:**

All materials and equipment to be incorporated in the Works shall be new materials and equipment and workmanship are to be of the best quality of the specified type and to the entire satisfaction of

Project Manager / Architect/ Engineering Consultant. The Contractor shall immediately remove from the premises any materials, equipment and/or workmanship which in the opinion of Project Manager / Architect/ Engineering Consultant, are defective or unsuitable and shall substitute proper materials, equipment and/ or workmanship at their own cost. The term 'approval' used in connection with this Contract shall mean the approval of Project Manager. The Contractor shall, submit satisfactory evidence as to the kind and quality of materials and equipment

Where special makes or brands are called for, they are mentioned as a standard. Others of equivalent quality may be used, provided that the Project Manager considers the substituted materials as equivalent to the brand specified and approval is first obtained in writing from Project Manager / Architect/Consultant. Unless the substitutions are approved by the Client/Project Manager, no deviation from the specifications will be permitted. The Contractor shall indicate and submit written evidence of those materials or equipment called for in the specifications that are not obtainable for installation in the building within the time limit of the Contract. Such a change shall not entitle the Contractor for any extension of the date of completion.

All materials and equipment shall be delivered so as to ensure a speedy and uninterrupted progress of the work. The same shall be stored so as to prevent overloading of any portion of the structure. The Contractor shall be entirely responsible for damage or loss to the materials, by any cause whatsoever.

Within 15 days after signing the Contract, the Contractor shall submit for approval of Project Manager, a complete list of all materials and equipment he and their Sub-Contractors propose to use in the work, or definite brand or make, which differ in any respect from those specified; also the particular brand of any article where more than one is specified as a standard. He shall also list items not specifically mentioned in the specifications but which are reasonably inferred and are necessary for the completion of the work.

The Contractor shall employ the right kind of workmen, jigs, tools and equipment to fabricate all materials and equipment, whether locally purchased or imported. They shall be fabricated and installed without any damage and in accordance with the manufacturer's instructions and manuals.

All materials, equipment and workmanship shall be subject to inspection, examination and test by Project Manager at any and all times during manufacture and/ or construction. Project Manager shall have the right to reject defective material, equipment and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected materials and equipment shall be satisfactorily replaced with proper material and equipment without charge therefore, and the Contractor shall promptly segregate and remove the rejected materials and equipment from the premises. If the Contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, Client may contract or otherwise replace such materials and equipment and/or correct such workmanship and charge and recover the cost thereof to the Contractor or may terminate the right of the Contractor to proceed further with the work. The Contractor shall furnish promptly, without additional charge all reasonable facilities, labour, materials and equipment necessary for the safe and convenient inspection and test that may be required by Project Manager.

All tests on material, equipment and workmanship shall be carried out through an organization selected by the Project Manager. The Contractor shall arrange for such tests and also bear all expenses in connection therewith.

**72. DEDUCTIONS FOR UNCORRECTED WORK:**

If Project Manager deem it in expedient to correct work damaged or not done in accordance with the contract, an equitable deduction from the Contract Price shall be made thereof and Client Project Manager's decision in this respect shall be final.

**73. CORRECTION OF WORK BEFORE COMPLETION OF WORK:**

Project Manager in conjunction with the Architect/Client shall conduct a final inspection just before the completion of the work and prepare a list of materials, equipment, and items of work, which fail to conform to the Contract's Specifications. The Contractor shall promptly replace and re-execute such items in accordance with the Contract and shall bear all expenses of making good all work and cost of all work of other Contractors destroyed or damaged by such replacement or removal. If the Contractor fails to remove and replace above rejected materials, equipment and/ or workmanship within a reasonable time, fixed by written notice, Client may employ and pay other persons to amend and make good such defects at the expense of the Contractor. All expenses incurred by Client in rectifying the defects including all damages, loss and expense consequent to the defects shall be recoverable from any amount due or that may become due to the Contractor.

**74. TIME - ESSENCE OF CONTRACT:**

The time allowed for carrying out the Work as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of award of the Contract. The Work shall proceed with due diligence until Final Completion. The Contractor shall prepare a Construction Programme with time schedule keeping in view the completion period stipulated for specific portions of the Work and also the overall completion time and submit same for the approval of the Project Manager and the Owner's Representative. The Contractor shall comply with the time schedule as approved by the Project Manager and the Owner's Representative. In the event of the Contractor failing to comply with the overall and individual milestones contained in the time schedules, he shall be liable to pay liquidated damages as provided for in this Contract.

**75. CAUSES OF DELAY FOR WHICH CLAIMS FOR EXTENSION OF TIME MAY BE CONSIDERED;**

The Contractor shall be entitled to claim for extension of time, subject to the Conditions herein, should he be delayed or impeded in the execution of the Work by reason of the following:

Force Majeure;

Delay in the receipt of 'construction status' drawings from the Architect/Consultant provided that, in the opinion of the Project Manager, the Contractor has made every effort and endeavour to minimize the effect of such delays.



Any change orders directed by the Project Manager, which in the opinion of the Project Manager entail the requirement of additional time for completion of the Work.

In respect of items (a), (b) and (c) above, the Contractor shall submit in writing to the Project Manager his intention to claim for an extension of time within seven (7) working days of any of the above mentioned reasons or events causing a delay. Any claim of extension of time in respect of item (c) shall be notified by the Contractor before such change order is actually issued. The Contractor shall thereafter detail and submit his claim for the extension of time within fourteen (14) working days of such delay having occurred. If the Contractor does not comply with both these conditions for each and every delay caused by any of the above mentioned reasons or events then he shall not be entitled to any extension of time.

The Project Manager shall study and verify the particulars of the claim for extension of time submitted by the Contractor and shall then reject or amend or accept the claim. He will extend the time by notifying the Contractor in writing for completion of the Work by such period as he shall think adequate with the prior approval of the Owner's Representative and the time for completion of the Work so extended shall for all purposes of the Contract be deemed the time specified for completion of the Work. The decision of the Project Manager in this regard shall be final and binding on the Contractor. No extension of time shall be granted separately for any concurrent or parallel activities, and only a delay, caused by any of the above mentioned reasons or events, in a critical activity which has a direct effect on the overall completion of the Work, shall form a basis for granting extension of time.

Should any deletions or changes in the scope of the Work reduce the time required to complete the Work under the Contract, then the time savings accruing from such deletions may be considered by the Project Manager in off-setting the durations awarded for an extension of time.

#### **76. NO FINANCIAL OR OTHER COMPENSATION FOR DELAYS:**

##### **EXTENTION OF TIME**

In case the work is delayed beyond stipulated period of completion and the causes of delay are considered not attributable to the contractor, CLIENT shall, upon written request of the contractor to this effect at least one month prior to stipulate date of completion, grant suitable extension of time. No escalation shall be payable for extension period if granted.

##### **INDEMNITY:**

**a.** The Contractor shall indemnify, defend and hold and keep indemnified, the Owner from and against all actions, suits, claims, costs, liabilities and demands brought or made against the Owner in respect of any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor(s) or their employees, workmen representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Contractor's or Sub-Contractor's performance under this Contract and against any loss or damage to the Owner in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers for anything do or omitted to

be done in execution of the Work and the Project Coordination Services under this Contract, including but not limited to meeting the Project milestones, non compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licenses and permits Infringing any patents rights and specifically regarding use, storage and disposal of Hazardous materials.

The obligations of the Contractor under this clause shall survive the termination of this Contract. The contractor shall also keep client .indemnified and hold harmless against all claims, losses, damages, costs, expenses of any nature, whatsoever, on account of any defect in material or workmanship or otherwise in the Work carried out by the Contractors, its sub-contractor, agent, representatives etc.

**b.** The Contractor shall ensure that the Sub-Contractors indemnify, defend and hold, and keep indemnified the Owner harmless from all actions, suits, claims, costs, fines, judgments and liabilities in respect of any matter or thing done or omitted to be done by the Sub-Contractors or their employees, workmen, representatives, agents, servants and suppliers in execution of or in connection with the Work or arising out of or in any way alleged to be in connection with Sub-Contractors' performance under this Contract, including but not limited to, not meeting the Project milestones, non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights and specifically regarding the storage, use or disposal by the Sub-Contractors of hazardous materials in, on or under the Site or at any location whatsoever in connection with the Project in any way. The Sub-Contractors' responsibility under this indemnification shall also include any and all hazardous materials introduced to the Site by their agents, representatives, employees, workmen, servants and suppliers. The obligations of Sub-Contractors under this clause survive the termination or expiry of this Contract.

**c.** The liability of the Owner shall, notwithstanding any thing to the contrary contained herein, whether in tort or by contract, whether for special, incidental or consequential damages, direct or indirect, shall be limited to the Contract Price.

#### **77. LIQUIDATED DAMAGES / PROGRAMME CHART / MILESTONES:**

The project milestones shall be identified from the detailed micro project schedule submitted by individual contractor along with the quote. If the milestones are not achieved by the Contractor shall pay the Owner liquidated damages as contained in the Schedule of Fiscal Aspects for each week/day that the milestones work is incomplete in any way whatsoever after the date assigned for completion of the milestone work. Extension if allowed has to be obtained in writing from the Project Manager/Owner's Representative well in advance of completion dates.

#### **78. PENALTY / FINE:**

If the Project Manager notifies the Contractor of non-compliance with safety codes as in clause no. 45 of General Conditions of Contract, the Contractor shall immediately if so directed or in any event not more than 10 hours after receipt of such notice, make all reasonable effort to correct such non-compliance.

If the Contractor fails to do so, the Project Manager shall levy fine of Rs. 500 per head per day for not wearing personal safety equipment as indicated in this document and Rs. 5000 per day towards non-compliance of site conditions, as indicated in this document.

**79. COMPLETION:**

- a. The work shall be considered as complete when Client/Project Manager has certified in writing on recommendation of Architect/Engineering Consultant.
- b. The defect liability period shall commence from the date of such certificate.
- c. Should client decide to occupy any portion of the building or use any part of any equipment, before the Contract is completed, same shall not constitute an acceptance of any part of the work unless so stated in writing by the Client/Project Manager.

**GUARANTEES, MAINTENANCE & DEFECTS**

**80. MAINTENANCE**

The Contractor shall maintain the Works against defects for a period of 12 months reckoned from the date of Virtual Completion of the Works, termed as Defect Liability Period or Guarantee; and in the event of more than one certificate of completion, from the respective dates so certified by the Project Manager.

**81. DEFECTS**

The Contractor shall make good, at their own cost, and to the satisfaction of the Project Manager/Architect/Engineering Consultant, all defects, other faults, arising in the opinion of the Project Manager from work or materials not being in accordance with the Drawings or Specifications or Schedule of Quantities or the instructions of Project Manager, which may appear within 24 months after completion of work etc.

The Contractor may not maintain staff and labour at Site throughout the defects liability period. However, if any major defects are noted requiring their urgent attention, he shall attend to the same immediately.

**82. RECTIFICATION OF DEFECTS/ REPAIRS**

Should the Project Manager/Client consider, at any time during the construction or reconstruction or prior to the expiration of the Guarantee/Defects Liability Period, that any work has been executed with unsound or imperfect materials or unskilled workmanship or is of an inferior quality or not otherwise in accordance with the Contract, in respect of which the decision of the Project Manager shall be final, the Contractor shall, on demand in writing from the Project Manager specifying the fault; notwithstanding that the same may have been inadvertently passed, certified and paid for, rectify forth or remove and reconstruct the defective work so specified, in whole or in part, as the case may require, at their own expense: and in the event of their failing to do so within

the period specified by the Project Manager in their demand/direction, CLIENT may carry out the work by other means at the risk and expense, in all respects, of the Contractor.

If it becomes necessary for the Contractor to replace or renew any defective portions of the Works, plant or installation under this clause, the provisions of this clause shall apply to the portions of the Works/plant/installation so replaced or renewed until the expiration of 24 months from the date of such replacements or renewals.

### **83. GUARANTEE:**

Besides guarantees required elsewhere, the Contractor shall guarantee the work in general for 24 months from the date of completion as noted in the General Conditions.

All required guarantees shall be submitted to Project Manager by the Contractor when requesting Certification of accounts for payment by Client

All required guarantees shall be submitted to Client / Project Manager in the format given as a pre-requisite to acceptance and payment.

### **84. DRAWINGS, SPECIFICATIONS ETC:**

After the Contract is signed, the Contractor will be furnished with two copies of the drawings and one copy each of the Conditions of Contract, Specifications and schedule of Quantities without cost to them for their use until the completion of the Contract.

In general, the drawings shall indicate dimensions, positions and type of construction; the specifications shall indicate the qualities and the methods; and the Schedule of Quantities shall indicate the quantity and rate for each item of work. However, the above documents being complementary, what is called for by any one shall be as binding as if called for by all. In case of any discrepancies in or among the documents, the most stringent of all shall apply.

Any work indicated on the drawings and not mentioned in the Schedule of Quantities or Specifications or vice versa, shall be deemed as though fully set forth in each. Work not specifically detailed, called for, marked or specified, shall be the same as similar parts that are detailed, marked or specified or as specified by the Architect.

No deviations from the Drawings, Specifications and Schedule of Quantities shall be made. Project Manager's interpretation of these documents shall be final.

Errors or inconsistencies discovered in the Plans and Specifications shall be promptly called to the attention of Project Manager for interpretation or correction. Local conditions which may affect the work shall likewise be brought to the Project Manager's attention at once. If, at any time, it is discovered that work being done which is not in accordance with the approved plans and Specifications, the Contractor shall correct the work immediately. Correction of defective work shall not be a basis for any claims for extension of time and/or rates. The Contractor shall not carry on the work except with the knowledge of the Site Manager.

Figured dimensions on the scale drawings and large-scale details shall govern. Large-scale details take precedence over scale drawings. Any work done before receipt of such details if not in accordance with the same, shall be removed and replaced or adjusted as directed, without expense to CLIENT.

All Drawings, Specifications and Schedule of Quantities and copies thereof furnished by Client. / Project Manager are property of client. They shall not be used on any other work and shall be returned to client. at their request or at the completion of the Contract.

#### **85. SAMPLES & SHOP DRAWINGS:**

After the award of the Contract, the Contractor shall furnish for the approval of Project Manager, samples and shop drawings required by the Specifications or Project Manager. Samples shall be delivered as directed by Project Manager. No extra payment shall be made to the Contractor for preparation of any samples. A schedule giving dates for the submission of samples shall be included in the time schedule. Unless specifically authorized all samples must be submitted for approval within 15 days of signing the Contract.

#### **86. GUARANTEE CERTIFICATE**

The Contract shall not be considered as completed until Guarantee/Defects Liability Period shall have expired. The Guarantee Certificate stating that the Works have been completed and maintained to their satisfaction and that all the defects notified had been rectified, shall be given by the Project Manager within one month of the expiry of the Guarantee period, and if different Guarantee periods shall become applicable to different parts of the Works, the expiry of the last such period; or as soon thereafter as any work ordered to be rectified during such period shall have been completed to the satisfaction of the Project Manager.

Provided that in the case of fraud, concealment or fraudulent concealment relating to the Works or materials or to any matter dealt with in any certificate, the Guarantee certificate shall not be conclusive evidence as to its sufficiency.

#### **87. SAFETY PROCEDURES**

The Contractor shall incorporate in their operation the requirements of all the "Safety Codes" issued by the govt. shall be deemed to apply. If the Contractor fails to take safety measures and provides facilities at the Site of work to ensure safety of Works and injuries to workmen, client. /Project Manager shall have the power to do so and recover the cost thereof from the Contractor. In no case shall the provisions enlisted in the Safety Requirements in Item 45 be diluted.

The Contractor shall provide safe means of access to all working places.

The Contractor shall properly design scaffolding, temporary access, ladders, ramps and hoisting arrangements, cranes etc. as applicable, to ensure safety of workmen as well as Works. All scaffolds, ladders and other safety devices shall be maintained in safe conditions.

All necessary personal safety equipment shall be kept available for the use of the persons employed on the Site and maintained in a condition for immediate use. The Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

Adequate precautions shall be taken to prevent danger from electrical equipment.

No materials on the Site of Works shall be so stacked or placed as to cause danger or inconvenience to any persons.

All consequences, damages or losses arising by reasons of any violation of safety norms as specified in the Contract shall be met by the Contractor. The Contractor shall be bound to pay compensation to the persons for the injuries sustained or death owing to neglect of the safety precautions. Should any claim proceedings be filed against client, the Contractor hereby agrees to indemnify client. against the same.

## **FORE-CLOSURE AND DETERMINATION OF CONTRACT**

### **88. FORECLOSURE OF CONTRACT**

If at any time after the commencement of work, client. shall for any reason whatsoever, not require the whole or part of the Works specified, client shall give notice in writing of that to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive in consequence of the full amount of work not having been carried out. The Contractor shall be paid at the contracted rates full amounts for the Works executed at Site and in addition a reasonable amount as certified by the Project Manager for the following which could not be utilized on the work to the full extent because of the foreclosure

The amount payable in respect of any preliminary items so far as the work or service comprised therein has been carried out and a proper proportion, as certified by the Project Manager, of any such items, the work or service comprised, which has been partially carried out or performed.

Cost of materials reasonably ordered for the Works which shall have been delivered to the Contractor or which the Contractor is legally liable to accept delivery.

A sum to be certified by the Project Manager being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works in so far as such expenditure shall not have been covered by the payments made to the Contractor.

Provided that against any payments due from client under the clause, client shall be entitled to be credited with any outstanding balances due from the Contractor for any advances in respect of materials and otherwise and any other sum which on the date of foreclosing was recoverable by client from the Contractor under the terms of Contract.

## **89. CANCELLATION OF CONTRACT ON DEFAULT OF CONTRACTOR**

If the Contractor shall become bankrupt, or being a corporation, shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor shall assign the Contract without the consent in writing of CLIENT first obtained, or shall have an execution levied on their goods or if the Project Manager shall certify in writing to CLIENT. that in their opinion the Contractor has abandoned the Contract, or time being the essence, without reasonable excuse has suspended the progress of the Works for five days after receiving from the Project Manager written notice to proceed, or despite previous warnings by the Project Manager, in writing, is not executing the Works in accordance with the Contract, or is persistently or flagrantly neglecting to carry out their obligation under the Contract, or has in defiance of CLIENT or their authorized representative's instructions to the contrary, assigned any part of the Contract, during the term of the contract, has suspended work for a total period of more than 15 (fifteen) days will not apply if the work is suspended as per instructions from Project Manager then CLIENT may, after giving fourteen days notice in writing to the Contractor, determine the Contract, and enter upon the Site and Works without releasing the Contractor from any of their obligation or liabilities under the Contract, or affecting the rights and powers conferred on CLIENT by the Contract and may either themselves complete the Works or may employ any other Contractor to complete the Works. CLIENT may use for such completion so much of the said Constructional Plant Temporary Works and materials, which may have been deemed to be reserved exclusively for the execution of the Works under the provisions of the Contract, as CLIENT may think proper; and CLIENT may at any time sell any of the Construction Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to CLIENT from the Contractor under the Contract.

The Project Manager shall, as soon as may be practicable after any such determination by CLIENT fix and determine ex-party, or by or after reference to the Contractor and shall certify what amount, if any, had at the time of such determination reasonably accrued to the Contractor and the value of any of the said un-used or partially used materials, any Constructional Plant and any Temporary Works.

If CLIENT determines the Contract under this clause, they shall not be liable to pay the Contractor any money on account of the Contract until the expiration of the Guarantee period and thereafter until the cost of execution and maintenance, rectification of defects, damages for delay in completion, and all other expenses incurred by CLIENT have been ascertained and the amount thereof certified by the Project Manager. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Project Manager may certify would have been payable to them upon due completion by them after deducting the said amounts. The Contractor shall be paid accordingly.

## **90. CHANGE IN CONSTITUTION**

If, there is a change in the constitution of the Contractor firm, after or prior to the award of the Contract and if prior approval is not obtained, the Contractor shall have been deemed to have

been assigned and CLIENT reserves the right to determine the Contract and the same consequence shall follow as if the Contract was determined on the Contractor's default.

#### **91. DETAILS OF CONSTRUCTION NOT SPECIFICALLY MENTIONED & MINOR CHANGES**

Rates quoted shall be deemed to allow for all constructional details which may not have been specifically described in the Bill of Quantities, shown on the drawings or given in the specifications but are essential for the execution of the work and services in a workman like manner, details of constructions not specifically shown in drawings/specified shall be furnished to the Contractor or by the Contractor during the execution of the work. In case of any difference of opinion between the Contractor and Architect/ Consultant, the Project Manager shall determine as to whether or not the item involved constituted a constructional detail or minor extra and their decision shall be final and binding.

#### **92. URGENT REPAIRS**

If, by any reason of any accident, or failure, or other event occurring, either during the execution of the Works or during the Guarantee Period, any remedial or other work or repair shall, in the opinion of the Project Manager, be urgently necessary for the safety of the Works and the Contractor is unable or unwilling to do such work or repair, CLIENT may employ and pay other persons to carry out such work or repair as the Project Manager may consider necessary. If the work or repair is so done by CLIENT, is work which, in the opinion of the Project Manager, the Contractor is liable to do at their own expense under the Contract, all expenses incurred by CLIENT in so doing shall be recoverable from the Contractor by CLIENT or may be deducted from any monies due or which may become due to the Contractor. Provided always that the Project Manager shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.

#### **93. USE OF COMPLETED PORTIONS**

Client shall have the right to take possession of and use any completed or partially completed portion of the Work, notwithstanding that the time for completing the entire work may not have expired. Taking such possession and use shall not be deemed acceptance of any work completed in accordance with the terms of this Contract.

#### **94. FORCE MAJEURE**

Force Majeure is defined as events which are not the fault of any party, which substantially prevents performance of contractual obligations, which could not be foreseen at the time this Contract is concluded and which are not capable of being remedied. Acts of God, Acts of War, Acts of Government blockades, strikes, civil commotion, riots and the like may constitute a Force Majeure if the elements thereof as defined in this clause exist but it excludes shortages, alleged shortages, price escalation and business risks. The Contractor shall make alternative arrangements for supplies when strikes or lockout period extends beyond reasonable time that affects completion unnecessarily



The party affected by Force Majeure shall give notice within a period of 5 days from the date of occurrence of Force Majeure indicating its cause and the period for which it is likely to last or affect execution.

The sole remedy of the Contractor to the exclusion of any other right or remedy, in the event of Force Majeure, shall be to extension of time for completion of the Works by a period to be determined by CLIENT at its sole discretion.

#### **95. PERSONAL LIABILITY**

Neither CLIENT nor the Project Manager nor the Architect/Engineering Consultant nor their Representatives shall be personally bound or liable for the acts or obligations or default or omission in the observance of any of the acts, matters or things which are herein contained.

#### **96. NON WAIVER OF DEFAULTS**

Failure of CLIENT / Project Manager to insist upon strict performance of any terms and conditions of the Contract or condemnation by them of any breach by the Contractor or any Sub-Contractor of any stipulations and conditions of the Contract shall in no way prejudice or affect or be construed as a waiver of any rights and remedies that CLIENT may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the Contract.

#### **97. USE BEFORE COMPLETION CERTIFICATE**

If by reason of any default on the part of the Contractor, a completion certificate has not been issued in respect of every portion of the Works within one week after the time for completion or extended time as the case may be, CLIENT shall be at liberty to use the Works or any portion thereof in respect, of which a completion certificate has not been issued, provided that Works or the portion so used as aforesaid shall be reasonably capable of being used and that the Contractor shall be afforded the earliest opportunity of taking such steps as may be necessary to permit the issue of the certificate of completion.

Client shall be at liberty from time to time or at any time before the completion of the Works to take possession of and use any part of the Site or uncompleted Works and in such case the Contractor shall completely finish the said incomplete parts or a part of the Works as and when the Project Manager shall direct whether before or after the respective prescribed time or extended time or times (if any) for the completion of the Works and if required by the Project Manager while CLIENT is in possession of the said part or parts of the Site or Works.

#### **98. PRICE ESCALATION**

The contracted rates shall be final and binding. No escalation on any account whatsoever shall be allowed during currency of project.

## **99. PRICE ADJUSTMENTS**

The rates quoted by the Contractor and accepted by CLIENT shall hold good till the completion of the work and no additional claim will be admissible on account of statutory increase in prices, fluctuation of market rates/exchange rates, increase in duties, taxes/and any other levies/ fees etc.

## **100. WORKING AT ALL HEIGHTS**

Item rates quoted by the Contractor in the bills of quantities shall include allowance for executing work at all heights above the ground level, except where specific provision has been made to measure work separately at different heights. Indian Standard Method of Measurement with latest amendments shall be deemed to be modified accordingly.

## **101. JURISDICTION:**

All matters arising out of or in any way connected with this Agreement shall be deemed to have arisen in Lucknow and only the Courts in Lucknow shall have Jurisdiction to determine the same.

## **102. ARBITRATOR**

In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the owner of any certificate to which the contractor may claim to be an entitled to or if the owner fails to make a decision within 30 days of the receipt of the contractor's claim, then and in any such case, the contractor after 45 days of his presenting his final (last) claim on the disputed matters, may demand in writing that the dispute or difference be referred to and settled by two arbitrators, one to be nominated by the owner and the other by the contractor. The award of the arbitrators, or the umpire, who shall be appointed by the two arbitrators if there is any disagreement between the two arbitrators before entering on the reference, shall be final and binding on both the parties. Place of Arbitration procedures shall be at Lucknow.

## **103. PROTECTION AND CLEANING: PROTECTION OF SITE**

The Contractor shall protect and preserve the Works from all damage or accident by providing temporary roofs, windows and door coverings, boxing or other construction as required by the Project Manager. This protection shall be provided for all property adjacent to the Site as well as on the Site.

## **104. COVERING UP**

The Contractor must give at least three working days clear notice to the Project Manager and the Site Manager before covering up any of the work in foundation, ceiling, partitions, drains etc. in order that proper measurement may be taken of the work as executed and in the event of the Contractor failing to provide such notice, he is, at their own expense, to uncover as required to allow the measurements to be taken and afterwards to reinstate the work satisfactorily.

## **105. TOLERANCE**

The Contractor shall exercise every care to ensure that all structural members are sufficiently plumb and true to dimensions called for on the drawings to receive prefabricated finishing elements such as doors, windows, cabinet work, ceramic work, concrete, tiles etc. Any variations may require rectification in the structural members or may involve remaking or replacing the finishing elements, fabricated to fit into the openings or spaces, as called for on the Drawings. Contractor whose work does not conform to dimensions called for, shall be liable for all the expenses which have been incurred for rectification or replacement as may be required by the Project Manager for the proper installation of the finishing elements. the Project Manager's decision in this respect shall be final and binding on the parties concerned.

## **106. SETTLEMENT OF DISPUTES**

All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the Works (whether during the progresses of the Works or after their completion, and whether before or after the determination, abandonment or breach of the Contract) shall be referred to and settled by CLIENT. /Project Manager after hearing the disputing parties. The CLIENT. Project Manager shall state their decisions with reasons therefore. Such decisions may be in the form of a final Certificate or otherwise. The decision of CLIENT. The Project Manager with respect to any or all of the following matters shall be final.

The variation or modifications of the design.

The quality or quantity of Works or the addition or omission or substitution of any work.

Any discrepancy in the Drawings and/or Specifications and Schedule of Quantities.

The removal and/or re-execution of any Works executed by the Contractor.

The dismissal from the Works of any persons deployed thereupon.

The opening up for inspection of any Works covered up.

The amending and making good of any defects under defects liability period.

Acceptability of materials, equipment and workmanship.

Materials, labour, tools, equipment and workmanship necessary for the proper execution of work.

Assignment and sub-letting

Delay and extension of work

Termination of Contract by CLIENT.

### **107.0 Handing Over Requirement Overview**

#### **1. Connection and Commissioning**

2. Licenses, Certificates and Registrations
3. Defects Liability Period – Maintenance and Certifications
4. 'As Constructed' Information and Manuals

## **Appendix A      Maintenance Manuals**

### **Background**

The handover of a project to the client at the end of construction is a very important stage of the project procurement process and facility operation success. A well organized, efficient and effective transfer of information from project works to the University is essential.

The transfer of ownership of the project from contractor to client can have an effect on fire and life safety, reliability, standards of operation, maintenance and operational cost efficiencies to the University. The transfer/handover period can be a very stressful time for contractors' staff, and building owners and occupants alike as spaces become occupied and operation of the facility starts. The commissioning and fine tuning operations during handover can impact heavily on core business of the hotel if not managed in a structured manner. The capital works project management process identifies broad activities of the project handover stage.

The following sections of this document detail the requirements and actions required to be undertaken during any project handover.

The handover program shall be organized by the project manager in conjunction with the head contractor and subcontractors.

### **Pre Project Handover Site Meeting**

Projects will require a dedicated project meeting to discuss the project handover process and to agree on requirements and outcomes. The meeting should be held no less than four weeks prior to the proposed project completion date.

A pro-forma agenda for the meeting would include:

- introduction and reason for the meeting
- CAD information

- plant and equipment asset detail collection
- Maintenance manuals
- Prescribed essential safety and health features and measures (PESHFM) maintenance during the defects liability period (DLP) - Understanding and process development
- defects management and after-hours callouts
- connection and commissioning
- systems operational training planning (includes building operations such as evacs)
- licenses and certificates
- warranties and guarantees
- security systems (includes key handover process)
- Space use information verification

The project manager will arrange this meeting with all concerns (architects, engineers, head contractor, major subcontractors and consultants).

Hotel Property Services staff members will be nominated to attend various elements of project handovers, meetings and operational training sessions.

### **Requirement Overview**

A 'certificate of practical completion' shall not be issued and the project will not be handed over (for occupation and use) until the following five important 'contracted' activities have been undertaken or fulfilled:

1. Connection and commissioning of all systems, plant and equipment shall be complete and all testing data and reports made available (as part of the maintenance manuals to be supplied).
2. Licenses, certifications and registrations required by Workplace Standards, the national Building Codes or any other legislation shall be provided prior to taking occupancy or accepting the project as being handed over.
3. Defect liability period (DLP) maintenance management processes shall be in place and confirmed by the Hotel unit and the maintenance service provider.

4. Training sessions will have been successfully held to the satisfaction of operational managers in each field of expertise.

5. As-constructed or as-removed information must be supplied, at a minimum in draft prior to the project handover meeting.

The above task details and requirements are expanded in the subsequent pages and support information is offered in appendices:

#### Appendix A – Maintenance Manuals

### **1. Connection and Commissioning**

#### POLICY STATEMENT

Specific testing and commissioning requirements and programs for individual projects will be those that are agreed at a pre-commissioning meeting attended by the contractor, project management, and Property Services staff. Connection testing and commissioning of all systems, plant and equipment shall be complete to the satisfaction of the Consulting Engineers and client.

#### REQUIREMENT

□ Provide testing and commissioning procedures at least a week in advance of the event that the Hotel staff will witness.

□ Provide relevant authorities inspections, manufacturers and consultant's witness/acceptance test reports and commissioning data as part of the as-constructed information documentation.

□ Label all equipment, switches and controls eligibly in accordance with clients requirement.

### **2. Licenses, Certificates and Registrations**

#### POLICY STATEMENT

All licenses, certifications and documentation required by Workplace Standards or by any other specialized legislation such as the Govt. Building Code of Nepal or other certifying agency shall be provided prior to taking occupancy or accepting the project as being handed over.

### **3. Defects Liability Period – Maintenance and Certifications**

#### POLICY

#### STATEMENT

Maintenance does not include construction defect repairs. Defects are dealt with separately under the construction contract.

The Building Regulations require client (as the building owner or occupier) to certify all prescribed essential safety and health features and measures (PESHFM) maintenance and other tasks have been undertaken.

□ The Annual Maintenance Statement and shows confirmation from the Building Owner or Occupier that all required certificates specified requirements have been undertaken during the preceding year.

#### REQUIREMENT

□ All maintenance activities undertaken during the defects liability period (DLP) must be undertaken by the construction project contracted providers/installers.

□ To ensure the required maintenance activities are actioned during the DLP, maintenance schedules for all essential services assets shall be in place and confirmed by the Hotel facilities manager prior to a project being handed over.

□ A separate process for management of contract related building defects shall be organized by the project manager.

□ During the month prior to the end of the DLP, a report must be submitted to the project manager from the various engineering consultants identifying how the various engineering systems/installations/works actually performed as compared to the design criteria; achievement of environmental targets including energy and water consumptions; quality of the indoor environment; and outline any inadequacies and adjustments made.

□ At the conclusion of the DLP, final inspections must be certified, including final seasonal adjustments undertaken to ensure proper operation of all systems.

#### **4. As-Constructed Information and Manuals**

##### POLICY STATEMENT

As-constructed information is required by the Hotel to allow a smooth transition from project to actual use or occupation. As-constructed information includes schedules of equipment, technical data and manufacturer's technical literature including performance information on individual plant and equipment; original software programs and all passwords; copies of certifications and warranties; all test results, maintenance schedules and complete as-built drawings in CAD format; list of suppliers; list of programmed operational time periods, thermostatic settings, etc.

##### REQUIREMENT

- It is recognized that it is very difficult to gather all as-constructed information prior to project handover due to the busyness of completing projects in the final stages and also the process of commissioning plant during the same period. Submit progressive as- installed drawings especially for those concealed/ underground cable and piping routes shall be provided prior to backfilling of excavation or concreting of floor slab or installation of non removable ceiling. Provide critical dimensions and access points.
- It is suggested that collection of required information is a managed process by site managers. Collecting information as tasks are complete or the equipment is installed helps avoid the rush at the end of the project.
- Items identified by (□). These must be provided, at a minimum in draft format prior to the final project handover meeting.
- All other listed items (if included in the project) must be provided within four weeks after the date of issue of a Certificate of Practical Completion.
- Various information that must be supplied as maintenance manuals. All information shall be provided in duplicate (1 x original and 1 x copy) hard copy, bound into 3- or 4-ring folders. These folders shall contain a compact disk or disks of electronic copies of the information supplied in the folders.
- Manuals must not contain superfluous information such as product catalogues that 'add bulk ' and make it look a healthy presentation. Only useful information shall be provided such as instructions, schedules, and maintenance plans etc covering the information identified.



□ For small projects, the Hotel project manager may approve an alternative to providing the information in 3-ring folders. As an example the information required for the installation of a split system air conditioner may take the form of operational instructions, schematic updates, warranties and appropriate asset detail forms. These could all be supplied on a CD.

□ Update existing maintenance manuals information as required with details such as system schematics and schedules for works that have been undertaken in existing buildings.

## **Appendix -A Maintenance Manuals**

*(to include soft copy of data)*

### **Fire & Life Safety Information**

☐ 3-ring folder ☐ loose leaf

□ Operation manual including a full step-by-step description of how the system works and interacts with other services (photographs encouraged)

□ Maintenance strategies, recommendations and service schedules

o Single line wiring diagrams (schematics)

□ FIP as constructed drawings (walkabouts) and copies in FIP cabinet

□ Installers certificate of compliance

□ Compliance and registration certificates

o Commissioning test results.

### **TENDER DETAILS FOR FLS WORKS**

- |    |  |   |  |
|----|--|---|--|
| 1. | Date of collection Tenders                 | : | On or Before 15/09/2018 in office of CLARKS- LUCKNOW         |
| 2. | Time and Date to receipt of Sealed Tenders | : | Up to 15:00 hrs. on 20/09/2018 in office of CLARKS- LUCKNOW. |
| 3. | Validity of Offer                          | : | 90 days from the date of opening of tender                   |
| 4. | EMD (Earnest Money Deposit)                | : | INR. 1,00,000.00 ( Rupees One Lac Only).                     |

## **1.0 INTELLIGENT FIRE ALARM SYSTEM**

### **1.1 Scope**

Furnish a complete 24V DC analogue addressable, electrically supervised, zone enunciated, fire detection and alarm system as specified herein and indicated on the drawings for Factory building with basic role of protection of life and property.

The system shall include but not be limited to, a control panel or panels with integral power supply to provide the 24V DC, signal initiating devices, audible and visual alarm devices, and all accessories required to provide a complete and operating system.

The fire alarm system shall be wired as 2 core signal loops. 24V DC power wiring shall be installed to alarm sounders via addressable sounder modules or via conventional monitored sounder outputs within the control panel.

### **2.0 Basic of Design**

The IFAS shall be micro processor based distributed processing real time, multiple tasking, multi user and multi location type.

2.1 The IFAS shall be integral following Electrical, Mechanical and low voltage services into it.

- a) PA System
- b) AHUS
- c) Pressurization fans
- d) Lifts
- e) Toilet Exhaust fans
- f) Ventilation / smoke evacuations system.

2.2 The system shall be provided with Addressable and Analog Fire Alarm initiating, annunciating and control devices.

2.3 The addressable and intelligent system shall be such that smoke sensors, thermal sensors, manual pull stations etc. can be identified with point address. The system shall be capable of:

- a. Setting smoke sensor sensitivity remotely to either high sensitivity manually or on a pre-programmed sequence e.g., occupied/ unoccupied period. The IFAS shall be able to recognize normal and alarm normal values that reveal trouble condition, and above normal values that indicate either a Fire Alarm condition or the need of maintenance.
- b. Read-out or address and actual space temperature at thermal detector points. The operator shall also be able to adjust alarm and pre-alarm thresholds and other parameters for the smoke sensors.
- c. Provide a maintenance / pre-alert alarm capacity at smoke sensors to prevent the detectors from indicating a false alarm due to dust, dirt etc.

- d. Provide alarm verification of individual smoke sensors. Systems that perform alarm verification a zone basis shall be not acceptable. Alarm verification shall be printed on the printer at the Control station's printer to enhance system maintenance and identify possible problem areas.
  - e. Provide local numeric point address and LED display of the device and current condition of the point. Local annunciation shall not interfere with annunciation from the Fire Control system.
  - f. Provide outputs that are addressable, i.e, outputs shall have point address. The operator shall be able to command such points manually or assign the points to logical point groups (Software Zones) for pre-programmed operation.
- 2.4 In the event of Fire Alarm, but not in a fault condition, the following action shall be performed automatically.
- a. The System Alarm LED on the Main Fire Alarm Control Panel shall flash.
  - b. A local electric sounder shall be sounded.
  - c. The LCD display on the Main Fire Alarm Control Panel shall indicate all information associated with Fire Alarm condition including the type of alarm point and its location within the premises.
  - d. Printing and history storage equipment shall log the information associated with the Fire Alarm Control Panel condition along with the time and date of occurrence.
  - e. All system output programs assigned via control-by-event programs that are to activated by a particular point in alarm shall be executed, and the associated system output (alarm notification appliances and / or relays) shall be activated.
  - f. The audio portion of the system shall direct the proper signal (tone or voice) to the appropriate speaker circuit.
  - g. All lifts initiated through the system shall automatically be returned to ground floor.
  - h. Air handling units on the affected floors shall automatically be switched OFF and simultaneously respective fire dampers shall also be closed.
  - i. Staircase pressurization fan shall be put on.
  - j. Toilet exhaust fan on the affected floors shall be put off.
  - k. Pre-recorded alarm messages shall be played on the public address system and Start smoke evacuation system.

### **3.0 FIRE ALARM CONTROL PANEL**

- 3.1 The Fire Alarm Control Panels shall be UL 864 9<sup>th</sup> Edition listed approved. The Fire Alarm Control Panels shall be function both as an independent stand along system element as well as an interface between the control processing unit and the Fire detectors, their accessories and the controlled devices. The control panel shall be intelligent with its own microcomputer and memory.

- 3.2 The Fire Alarm Panels shall be microprocessor based and shall have necessary detector interface units (for both addressable and non-addressable sensors), alarm output modules for external hooter & lamp control output modules for various control functions through relay contacts and communication modules for interfacing with the outside world. The processor shall interact with the other modules through a common bus. The system shall store all basic system functionality and job specific data in non-volatile memory. All site specific and operating data shall survive a complete power failure intact. Password shall protect any changes to system operations.
- 3.3 The Fire Alarm panels shall have the facility of automatic daily calibration and drift compensation routine. Fire Alarm to process the Input Signals and control the output functions either directly or through I/O Interface Modules as per the requirements.
- 3.4 The Fire Alarm Panels shall continuously scan the various loops for conditions of Fire, Fault (Open circuit as well as short circuit) and provide audio-visual Alarm and Messages as the case may be. Each loop shall be capable for connecting minimum 127 addressable sensors & modules plus 127 analog sounder bases, for total of 254 points.
- 3.5 System circuits shall be configured as follows: Addressable analog loops class 'A'; initiating devices circuits class 'A'; Notification appliance circuits Class 'A'; Network communication 'A'; Annunciates communication 'A'. Any deviation in the style of wiring shall be with prior permission of Owner.
- 3.6 The Fire Alarm Panel shall be protected against any kind of short circuit, open circuit, over voltage and under voltage. In case of any abnormality, the system shall display appropriate message.
- 3.7 The Fire Alarm Panel should have offered the following features:
- a. 5 on board programmable Form C relays rated at 1 amp at 30VDC (Fire1, Fire2, trouble, supervisory, aux.)
  - b. 3 on-board supervised reverse polarity voltage outputs.
  - c. 8 on-board auxiliary contact (closure) inputs.
  - d. RS232 Printer Port (ASCII 19.2Kb 8bit no parity)
  - e. 4 on board Class B (style Y) NAC circuits rated at 2.5 Amps.
  - f. 500mA of auxiliary power available rated at 24 VDC Alarm Verification feature
- 3.8 The Fire Alarm Panels shall have the under mentioned additional features:
- a) Logging an alarm, time and action text on printer.
  - b) Status check of disabled alarm address before they are restored.
  - c) Storing of alarms and the possibility of internal organization of alarms.
  - d) Automatic Day/ Night sensitivity mode.
  - e) Powerful & versatile cause & effect programming.
  - f) One man walk test.
  - g) Fire Drill test function.
  - h) Programmable Function Button.
  - i) Alarm Verification feature.

- 3.9 Offered Fire Alarm Panel shall have high degree of flexibility with:
- a) The possibility of Network capability of up to 64 panels with 500 networks wide software zones for bigger system control and information units.
  - b) Programmable actuation of control output relays for tripping ventilators, closing of fire doors, closing of fire dampers, etc. in case of fire. The system shall also provide a manual over riding facility to operate / de-active the above.
  - c) Connection to addressable as well as non-addressable (Conventional) Detectors, Manual pulls station etc.
  - d) Possibility of monitoring general purpose inputs such as the level of water in overhead tanks, battery voltage, water pressure in Hydrants etc. and activating programmed equipment as per requirements such as water pumps, motors etc.
- 3.10 Fire Alarm panel shall have memory storage for last 500 events (with date and time of occurrence) and an alarm counter for number of alarms occurred after the system is installed.
- 3.11 For reasons of reliability and preventing inadvertent changes, the software/ database shall be maintained in Non-volatile Memory. It shall be possible to reprogram the software by authorized personnel only. Fire Alarm Panel shall provide Access Protection via Password (multilevel). Hardware protection shall be via a security lock and key arrangement.
- 3.12 Offered Fire Alarm Panels shall automatically scan the whole system and confirm the user-entered configuration. It shall also generate the appropriate messages.
- 3.13 System should check up all the detectors periodically (by scanning) for the sensitivity of the detectors. Whenever any detector sensitivity goes down due to soiling or dust accumulation it should provide the required biasing to bring the detector's sensitivity up to the required level. In case any detector goes below the minimum sensitivity level, it should issue a warning tone for cleaning the detector manually. Therefore each analog detector shall be monitored for maintenance alert.
- 3.14 The system shall support distributed processor intelligent detectors with the following operational attributes; integral multiple differential sensors, automatic device mapping electronic addressing, environmental compensation, pre alarm, dirty detector identification, automatic day/ night sensitivity adjustment, normal / alarm LEDs, relay bases, sounder bases and isolator bases.
- 3.15 The Fire Alarm Control panels shall be of multiplex system using distributed memory, processing and control configured in regenerative network using a Master network controller and various field panels and remote controllers. These regenerative networks shall be capable of generating critical system functions in the event of Master network controller fails or data line is served. The network upon failure of these shall sense the missing remote controllers or field panels and regenerate itself into a system or system dependent upon the remaining hardware. Each segment that has been regenerated shall be a full operating system capable of passing individual device or zone information to or from any remote field panel for operation of appropriate output devices and events.
- 3.16 The Fire Alarm Control Panel shall be capable of supporting interactive Color Graphics Package. The unit shall provide interactive control with history logging. Manual and over ride control of the

System shall be accomplished through on screen touch switches. All the zone shall be displayed with colour coded graphics that indicate the status of each zone and its location.

- 3.17 The Fire Control can be integrated be integrated with Voice Evacuation system.
- 3.18 Indications as mentioned hereunder shall be available on the Fire Alarm Panels.
- a) RED and AMBER high power LED to indicate any zone on fire and fault respectively. Zone number and the area should be displayed on alphanumeric 8- line X 40 character (320 character total) backlit alphanumeric graphical LCD display on the control panel. Nature of fault shall also be indicated on the LCD display. The main LCD panel and operator console shall be in modular form and the same should be used as a repeater panel thus enabling full featured remote operation of the fire alarm system.
  - b) Other indications as per requirement and system design.
  - c) It should have the facility of for the connection of printer (Optional).
- 3.19 The fire control panel should have built- in- RS-232 interface for programming via a PC and serial printer interface. Printer should provide real time recording of all the system operations. In addition to the above, it should be able to provide Hard Copy of reports, system serviceability and faults etc. on demand.
- 3.20 The system on demand shall provide analog detector sensitivity report. The system shall also provide history report of verification cycles per detector and the system status reports of detector analog reading on computer in the form of hard copy through the printer.
- 3.21 The control panel should be capable with RS-485 Slave bus for expansion-up to 32 Nos. of I/O boards or up to 15 Nos. of serial Annunciators Panel / Graphic LED display and 17 Nos. of I/O boards.
- 3.22 The Panel should have fire drill function and walk test function.
- 3.23 The panel should support 500 software Zone service groups within the system program to allow the testing of the installed system based on the physical layout of the system, not on the wiring of the field circuits connected to the FACP.
- 3.24 All the metal portions of the panel shall be powder coated and earthed properly.
- 3.25 System should have Flash technology for firmware updates.

#### **4.0 DETECTORS AND ADDRESSABLE DEVICES**

##### **4.1 General Features common to all detectors:**

- a) Detector should be UL approved and has an integral microprocessor capable of making alarm decisions based on fire parameters information stored in the detector head. Distributed intelligence shall improve response time by decreasing the data flow between detector and

analog loop controller. Detector should not be capable of making independent alarm decision shall not be acceptable. Maximum total analog loop response time for detectors changing state shall be 0.5 seconds. The addressable detectors shall be designed to detect one or more characteristics of fire, smoke or heat. The prime function of an addressable detector shall be to detect a fire in the early stages by one of its characteristic phenomena, both visual and invisible and convert the same into an Electrical signal for initiating the local and remote alarm.

- b) The addressable detectors shall be suitable for column/ ceiling mounting.
- c) The detector shall be suitable for class A (ring main) preferable or class B (Non-Ring Main) wiring.
- d) The detectors shall plug-in type and shall have common base.
- e) An indicator LED shall be provided on the detector, which illuminates when the detector has reached a preset alarm level. The indicator shall be operated independently of the detector from the central control panel.
- f) Provision shall be made for an output from the detector suitable for operating a remote indicator or other device with a current limitation of 4 milli – amps. The output shall be operated independently of the smoke detector from the central control panel.
- g) The detector shall be capable of operating within the following environment limits.
 

Temperature operating range	: -10Deg C to + 50 Deg. C.
(Without condensation) Humidity	
Operating Range	: 0 to 95% R.H. (Without condensation)
Air Velocity range	: 0 – 4000fpm
- h) Separate mounting bases shall be required which enable ready removal of detectors for maintenance. The bases shall be fitted with stainless steel terminal springs and stainless steel terminal screws and saddles.
- i) The construction of the detector and bases shall be in white self-extinguishing polycarbonate plastic. Full circuitry must be protected against moisture and fungus. Smoke entry points must be protected against dust and insect ingress by corrosion resistant gauze. The detectors must be unobtrusive when installed.
- j) The installation and sitting of the detectors must confirm to IS: 2189.
- k) Data transmissions to and from the fire control panel from the detector shall be via digital communications.
- l) The detector shall be supplied complete, fully tested and calibrated, and each should bear the serial no and seal of the approving laboratory / body.
- m) The detector shall be capable of automatic electronic addressing / custom addressing without the use of DIP or rotary switches. Devices using DIP or rotary switches for addressing, either in the base or on the detector shall not be acceptable.

- n) There shall be facility on the mounting base for writing in indelible ink the address of that base. The address code shall be obscured from sight when detector is fitted to the base.
- o) The build-up of dirt or similar contamination on the radio-active source will cause the output signal from the detector to gradually change. The control panel shall be capable of monitoring this slow change in signal and at a predetermined level indicate that the detector is in need of servicing.
- p) The detector shall be capable of being remotely tested from the control panel by the transmission of a 3-bit code to the addressed detector. This shall result in a healthy detector transmitting back an analogue value in excess of the recommended fire alarm threshold. The Control panel shall recognize this as a test signal and shall not raise an alarm against this signal. These results should also be stored in the detector.

#### 4.2 Addressable Photoelectric Smoke Detectors

- a) UL approved photoelectric smoke detectors shall respond predominantly to light white smoke.
- b) The photoelectric smoke detectors must exhibit uniform response behavior in course of item.
- c) The light source intensity shall automatically adjust to compensate for possible effects of dirt and dust accumulation in the sensor / lens.
- d) Smoke density in the chamber shall be measured by a symmetrical optical system.
- e) The detectors shall have no moving parts or components subject to wear and tear and shall have serial no. and seal of the approving laboratory / body.
- f) The photoelectric smoke detectors should have two built-in powers/ alarm LED's and can be as Programmable Non-polling LED's.

- Vandal resistant security locking feature

- 

- g) All electronic circuits must be solid-state devices and virtually hermetically sealed to prevent their operations from being impaired by dust, dirt or humidity.
- h) All circuitry must be protected against usual electrical transient and electromagnetic interference.
- i) Reversed polarity or faulty zone wiring shall not damage the detector.
- j) The response sensitivity of each smoke detector shall be field adjustable to a minimum of two pre-determined (factory calibrated) levels. It shall be possible to test the sensitivity of a detector in the field.
- k) The response (activation) of a detector shall be clearly visible from the outside by a flashing light of sufficient brightness.
- l) A Removable smoke labyrinth for cleaning or replacement.



- m) The Smoke chamber design reduces the susceptibility to nuisance alarms caused by steam.
- n) A built-in barrier shall be preventing entry of insects into the sensor.
- o) The detector shall be designed for fast and simple laboratory cleaning.
- p) The detector shall be inserted into or removed from the base by a simple push-twist mechanism to facilitate exchange for cleaning and maintenance.
- q) The detector shall be connected to the Fire Alarm Panel via fully supervised two-wire circuit stub line (class “B” wiring) or a two wire circuit (Class “A” wiring).
- r) The manufacturer shall produce and provide test equipment allowing to test and exchange the detectors up to 7 Mtr. (23 Ft.) above floor level.

**s) Specifications:**

- i) Normal operating temperature : 0 Deg. C to 50 Deg. C.
- ii) Maximum Humidity : Max. 95% RH (without condensation)
- iii) Approval by : UL.
- iv) Operating Voltage : 24 V DC nominal (17 V – 41 V)
- v) Stand by Current : 390  $\mu$ A (Max.)
- vi) Alarm Current : 800  $\mu$ A (Max.)
- vii) Sensitivity Range : 0.5 - 3.8%/FT@300FPM  
0.5 - 2.74%/FT@2000FPM  
0.5 - 2.68%/FT@4000FPM

#### 4.3 Addressable Heat Detectors

- a) Combined rate of rise/ fixed temperature heat detectors shall consists of two independent thermistors, designed to automatically compensate changes in ambient conditions.
- b) All electronic circuits must be solid-state devices and virtually hermetically sealed to prevent their operations from being impaired by dust, dirt or humidity.
- c) All circuitry must be protected against usual electrical transients and electromagnetic interference.
- d) Reverse Polarity or faulty zone wiring shall not damage the detectors.
- e) The detector shall have no moving parts or components subject to wear and tear and shall have serial no. and seal of approving laboratory / body.

- f) It shall be possible to test the detector in the field.
- g) The response (activation) of a detector shall be clearly visible from the outside by a flashing light of sufficient brightness.
- h) The detector shall be installed into the base by a simple push-twist mechanism to facilitate exchange for cleaning and maintenance.
- i) The detector shall connect to the Fire Alarm Panel via fully supervised two wire circuit stub line (class “B” wiring) or a four wire circuit (Class “A” wiring).
- j) It shall be possible to test the sensitivity of detector in the field.
- k) The manufacturer shall produce and provide test equipment allowing to test and exchange the detectors upto 7 Mtr. (23 ft.) above floor level.

**l) Specifications:**

- i) Normal operating temperature : 0 Deg.C to 87.8 Deg. C.
- ii) Approval by : UL
- iii) Operating Voltage : 24 V DC nominal (18 V – 41 V)
- iv) Standby current : 350  $\mu$ A (Max.)
- v) Alarm Current : 500  $\mu$ A (Max.)
- vi) Operating fixed : 32°F to 190° F (57.2°C to 87.8°C )
- vii) Rate of Rise temperature : 15°F/Min. (8.3° C/Min.)(Determined by panel)
- viii) Maximum Humidity : 95% RH Non-Condensing

#### **4.4 Plug-in Bases**

- a. The detectors of all types shall fit into a common type of standard base and UL approved.
- b. Once a base has been installed, it shall be possible to insert, remove and exchange different types of detectors by a simple push twist movement.
- c. The standard base shall be equipped with screw less wiring terminals capable of securing wire sizes up to 1.5 Sq.mm (SWG 15) and with built in strain limits to prevent permanent terminals deformation and weakening of contact pressure.
- d. The standard bases shall be supplied with a sealing plate, preventing dirt, dust, condensation or water from the conduit reaching the wire terminals or the detector contact points.

- e. All standard bases shall be supplied with a removable dust cover to protect the contact area during installation and construction phase of the building. It must allow the inspection and verification of the zone wiring before insertion of any detectors. This duct cover shall be removable by a special tool up to 7 m (23 Ft.) above floor level.
- f. The standard base shall feature a built-in mechanism, which allows mechanical locking of any installed detector head, thus preventing unauthorized removal of tampering while maintaining.
- g. The detector contact points shall be designed to retain the detector safety and to ensure uninterrupted contact also when exposed to continuous severe vibrations.
- h. All electronic components of bases and modules must be solid state and virtually hermetically sealed to prevent their operations from being impaired by dust, dirt or humidity.
- i. All circuitry must be protected against usual electrical transients and electromagnetic interference.
- j. The standard base shall allow Snap-On insertion of an (optional) electronic module to drive remote visual alarm indicators.
- k. Reversed polarity or faulty zone wiring shall not damage the detectors.
- l. The standard base shall have a built-in alarm indicator, which is repeatable, by connecting a simple two-core wire to the base. No changes in the zone wiring shall be required to operate the additional alarm indicator.
- m. A special tool shall enable removal and insertion of duct covers or detectors by a push-twist mechanism, even if the locking device has been activated, upto 7 m (23 Ft.) height from floor level. Bases shall be of the same make as that of the detector supplied.
- n. **Specifications:**
  - i. Security Feature : Plastic Tamper-lock.
  - ii. Dimensions : 4 inches

#### 4.5 Addressable Manual Pull Station

- a. UL approved Manual pull stations shall be addressable integrated design.
- b. The manual pull station shall be all metal constructed and available in both options either in single action and dual action manual pull stations.
- c. The manual pull station shall consist of the base plate insert and cover with break glass type. The alarm handle shall be marked pull for FIRE.
- d. Address can be programmed when installed and programmable in EEPROM.

- e. All inscriptions, texts and marks must be on the manual pull station front plate.
- f. The manual pull station Terminals accept up to 14AWG wire.
- g. The manual pull station shall be designed for fail safe operation.
- h. The manual pull station should have a built in Bi-colored status LED indicates Standby and Alarm conditions.

i. **Specifications:**

i. Operating Voltage	: 17~41 VDC.
ii. Average Current Consumption	: 550uA (Typical) 660uA (Alarm)
iii Ambient Temperature	: 32°F (0 °C) ~ 120°F (49°C)
iv Dimensions	: 3.4"W x 4.8"H x 2.0"D
v Mounting	: Single gang or 4"square electrical box

#### 4.6 Addressable Monitor Modules

UL approved single input addressable Monitoring Modules are designed to be used with pull stations, water flow switches, and other applications requiring the monitoring of dry contact devices, which Can be programmed to monitor Normally Open (NO) or Normally Closed (NC) contacts in Class B.

**Specifications:**

i. Supply Voltage (S-SC)	:25.3 ~ 39 VDC
ii. Average Current :	:339μA (Typical)
iii. Consumption	:358μA (Alarm)
iv. Programmable Input	:1 Monitoring Inputs
v. EOL Device	:10K Ohms Resistor
vi. Max. Quantity Per Loop	:127
vii. Dimensions	:1.75"W x 2.37"H x 0.5"D
viii. Operating Temperature	:32°F (0°C) 120°F (49°C)
ix. Mounting	:2" electrical box
x. Relative Humidity	: 90% RH Non-Condensing

#### 4.7 Addressable Control Modules.

The Supervised addressable output / control module shall be UL approved and must be must be addressed from 1 – 127 prior to installation on the SLC loop. Modules using binary jumper or dip switch setting are not acceptable. The device address shall be electrically programmable and stored in EEPROM. A bi-colored LED shall indicate device status. Operation parameters

are maintained by the module, and individual communication with the control system during emergency conditions is not required. Programming is highly flexible providing 16 priority states plus zoning capability

#### **Specification:**

i. Supply Voltage (S-SC)	: 25.3 ~ 39 VDC
ii. Auxiliary Supply Voltage	: 24 VDC
iii. Average Current Consumption (On S-SC Line)	: 154µA (Typical) : Maximum 6mA (Red Alarm Led on)
iv. Current Consumption on Auxiliary Power Lines	: Typical 1.15mA
v. Maximum Output Current	: 2A @ 24 VDC Power Limited
vi. Solenoid Current Consumption	: 443mA (Maximum)
vii. Compatible Solenoids	: AS CO: 8210G207 Parker/Skinner: 73218BN4UML VNOC111C2
viii. EOL Device	: 10K ohm s Resistor & 1N5817
ix. Dimensions	: 4.2"W x 4.7"H x 1.4"D
x Operating Temperature	: 32°F (0°C) ~ 120°F (49°C)
x Mounting	: 4" square electrical box
xi Relative Humidity	: 90% RH Non-Condensing

#### **4.8 Repeater Panels**

- a) The true network annunciator (UL 864 9th edition Listed) that can access, monitor & control any or all fire panels in the network. These annunciators shall have integral membrane style, tactile push button control switches for the control of system function and LEDs with programmable (software controlled) flash rates and slide in labels for annunciation of system events.
- b) It shall provide the system with the individual zone and device annunciation also with zone or device disable.
- c) It shall provide the system with individual alarm and trouble annunciation per zone/ device.

- d) It should support 8 x 40 characters on its LCD screen indicating current date and time, custom system tale, alarm history of the system.
- e) There should be common control keys and visual indicators for reset, alarm silence, trouble silence, drill and one custom programmable key / indicator.
- g) Repeater panel shall have following features :
  - i. 4 on board programmable Form C relays rated at 1 Amp at 30VDC (Fire, Supervisory, Trouble & Auxiliary)
  - ii.
  - iii. Built-in RS232 PC interface for programming with Loop Explorer.
  - iii True network annunciator – any or all panel events can be routed to this panel.
  - iv. Supports up to 32 RS-485 slave expansion devices and Serial Printer.
  - v. 2 built-in RS-232 interfaces for programming via a PC and serial printer interface.
  - v. Up to (64) can be networked together in any combination with Main Fire Panel.
  - vi. Fire drill function.
  - vii. The Repeater panel can be configured to remote reset, silence, resound, any or all panels on the network in any combination.

#### 4.9 Horn / Strobe

Surface mounted Fire alarm horn / strobe (UL 464 and UL 1971 listed) with all required accessory should operate from 24 VDC and should have a facility to be selected for temporal pattern or steady tone output. It should be for indoor and outdoor installation. The Horn shall have also features a locking mechanism which secures the product to the bracket without any screws showing. Horn/ strobe shell have provision as Silence horn while strobes remain flashing.

##### Specifications:

Nominal Voltage	: 24VDC
Reverberant dba @ 10ft., per UL 464	: 62-82

In Anechoic Room dBA @10ft.	: 100
24VDC units have field selectable candela options	: 15, 30, 60, 75, and 110 candela

#### 4.10 Addressable Fault Isolator.

- a) The fault isolator (UL listed) device shall detect and isolate a short-circuited segment of a fault tolerant loop.
- b) The devices shall automatically determine a return to normal condition of the loop and restore the isolated segment.
- c) Devices shall be placed every 20 detectors/ modules / field devices to limit the number lost in the event of short circuit.
- d) Systems without fault isolation capability as described above shall not contain more than 20 devices on a circuit.

#### Specification:

i. Absolute Max. Applied Voltage	: S, SC: 41 VDC
ii. Supply Voltage Nominal	: S, SC: 33 VDC
iii. Normal Current Consumption	: 270 $\mu$ A (Typical)
iv. Active Current Consumption (Short Circuit Condition)	: 10 mA (Typical)
v. visual Indicator	:(Yellow Status LED) - No indication in normal condition. - On steady in active (short) condition.
vi. Operation Temperature Range	:0°C ~49°C(Non condensing)
vii Allowable Ambient Humidity	: 90% Non-condensing

#### 5.0 Conductors

- 5.1 All cables should be ISI marked and cabling work shall be carried over as per IS and BOQ. Fire Alarm cable shall be used with marking / painting shall be done to differentiate from other electrical cables.

#### 6.0 Drawings and manual to be furnished by the Contractor.

- 6.1 The Contractor shall submit in duplicate the following drawings within a fortnight of the award of work for approval by the consultant/Client.
  - a) Layout of detectors and call boxes.

- b) Wiring diagram for the complete system
- c) Circuit diagram of individual panels, P.A. system and detectors.
- d) Construction details of the various control and indicating panels and mimic diagram junction boxes etc.

## **6.2. Completion Drawings**

On completion of the work, detailed drawings showing the details of equipment and wiring as installed shall be submitted in triplicate. Maintenance instruction and procedure shall also be submitted with the same.

## **6.3 Testing & Commissioning**

The Contractor shall arrange with the Client for testing and commissioning of the installation as per Fire Alarm System 1988. Installation shall not be accepted until the Architect/ Consultant/ Client is satisfied about its compliance with the requirement of the specifications in all respect. It shall be the responsibility of the Contractor to get the installation inspected and passed by the local authorities concerned as may be required by the local bye laws, including payment of necessary inspection fee etc.

## **6.4. Guarantee and After Sales Service.**

The Contractor shall guarantee the entire AFAS installation as per specifications, both for components and for system as a whole. All equipment shall be guaranteed for one year from the date of acceptance against unsatisfactory performance or break down due to defective design manufacturer and or installation. The installation shall be covered by the conditions that the whole installation or any part thereof found defective within one year from the date of taking over shall be replaced or repaired by the Contractor free of charge as decided by the Client.

### **6.4.1 The Warranty shall cover the following**

- a) Quality strength & performance of materials used
- b) Safe Mechanical & Electrical stress on all parts under all specified conditions of operation.
- c) Satisfactory operation during the maintenance period
- d) Performance figures and other particulars as Specified by the tenderer under schedule of guaranteed technical particulars.

### **6.4.2 After Sales Services**

The Contractor shall ensure adequate and prompt after sales service for a period of 12 months from the date of handing over in the form of maintenance personnel & spares as and when required with a view to minimize the break down period particular attention shall be given to ensure that all spares are easily available during the life of the installation. Nothing extra shall be paid on this account.



## 7. Qualifications of Manufacturers

Manufacturers of the products supplied for the fire alarm system shall have been in the business of manufacturing Fire Alarm products for at least five years. They shall confirm compliance to the above codes and standards.

### LIST OF APPROVED MAKES OF MATERIAL

S.No.	Details of equipment/ material	Approved Makes/Manufacturers
▪	Addressable Fire Alarm Control panel (UL approved.)	Edward/Bosch/Notifier
▪	Addressable Smoke detector/ Addressable Heat Detector / Addressable control modules and Addressable monitor modules ( UL approved)	Edward/Bosch/Notifier
▪	Beam Detector/ fault Isolator and Horn (UL Listed)	Edward/Bosch/Notifier
▪	PA-Speaker	Edward/Bosch/Notifier
▪	Amplifier	Edward/Bosch/Notifier
▪	Mic.	Edward/Bosch/Notifier
▪	CABLES	BONTON/BELDEN/FUSION/MAHARAJA

**PROJECT: RENOVATION OF HOTEL CLARKS - LUCKNOW****PACKAGE: Fire Alarm & PA System**

S.NO.	DESCRIPTION OF WORKS	FAS WORKS (INR)	TOTAL (INR)
I	SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF THE WORKS AS PER SPECIFICATIONS		
A	Supply		
B	Installation		
	SUB TOTAL-I (EXCLUSIVE OF TAXES & DUTIES)		
II	TAXES & DUTIES		
	Transportation upto site		
	Custom Duty		
	GST		
	SUB TOTAL-II (TAXES & DUTIES)		
	TOTAL (I+II) (INCLUSIVE OF TAXES & DUTIES)		
	COMPREHENSIVE AMC (INCL. ALL TAXES)		

**PROJECT: RENOVATION OF HOTEL CLARKS- LUCKNOW.****PACKAGE: Fire Alarm & PA System.**

Sl.No.	Description	Unit	Qty	Total Supply (INR)		Installation (INR)		Total (INR)	
				Rate (INR)	Amount(INR)	Rate (INR)	Amount (INR)	Rate (INR)	Amount (INR)
<b>A</b>	<b>SUPPLY, INSTALLATION, TESTING &amp; COMMISSIONING OF THE FOLLOWING AS PER SPECIFICATION.</b>								
	<b>SECTION - I : FAS SYSTEM SHOULD BE UL LISTED</b>								
<b>1.0</b>	<b>CONTROL PANEL : Location - Security Control Room</b>								
1.1	Supply of Microprocessor based Networkable Analogue Addressable FACP with 6 loops. Minimum 127 detectors per loop. LCD display, built-in RS-232 interfaces for programming via a PC and serial printer interface • 5 on board programmable Form C relays rated at 1 amp at 30VDC (Fire1, Fire2, trouble, supervisory, aux.) • 500mA of auxiliary power available rated at 24 VDC • 500 network wide software zones • Network Capability of up to 64 panels • Auto-learn feature • Fire Drill test function • Walk Test function • Alarm Verification feature Powerful & versatile Cause & Effect programming (up to 500 maximum, network wide) including: *Cause & Effect action, *Disable function configuration *Test mode configuration	Nos.	1						
a	BMS integration communication card ( Bacnet IP protocol)	Nos.	1						
1.2	Supply, installation, testing & commissioning of graphical illustration display software with PC Connectivity & <b>dotmatrix alarm printer</b> for Fire detection system	Nos.	1						
1.3	Intel Core i7@ 3.0 GHz								
	8 GB of RAM DDR3								
	1TB SATA II hard drive for OS and Security Center applications								
	1 GB PCI-Express dual-head video adapter								
	1024 x 768 or higher screen resolution								
	100/1000 Ethernet Network Interface Card								
	DVD+/- RW Drive								
	Windows 7, 64 bit with all licenses								
	Dual Monitor Support								
	21" TFT monitor	Set	1						
1.4	Fire Alarm Active Repeater Panel ( <b>Location: Engineering, Front office</b> )	Nos.	2						
	<b>SUB TOTAL FOR CONTROL PANEL</b>								
<b>2.0</b>	<b>DEVICES</b>								
	Following analog addressable devices compatible with the control panel covered above								
2.1	Supply of Analogue Addressable <b>Multisensor Detector</b> , including base Simple and reliable device addressing method, Automatic compensation for sensor contamination, Two built-in power/alarm LED's, Programmable Non-polling LED's, Non-directional smoke chamber, Vandal resistant security locking feature complete as required.	Nos.	88						
2.2	Supply of Analogue Addressable <b>Rate of Rise Heat detector</b> , including base Simple and reliable device addressing method, Automatic compensation for sensor contamination, Two built-in power/alarm LED's, Programmable Non-polling LED's, Non-directional smoke chamber, Vandal resistant security locking feature complete as required.	Nos.	3						
2.3	Supply of Analogue Addressable <b>Multisensor Detector with in built sounder</b> , including base Simple and reliable device addressing method, Automatic compensation for sensor contamination, Two built-in power/alarm LED's, Programmable Non-polling LED's, Non-directional smoke chamber, Vandal resistant security locking feature, complete as required.	Nos.	0						
2.4	Supply of Analogue Addressable <b>CO Detector</b> , including base Simple and reliable device addressing method, Automatic compensation for sensor contamination, Two built-in power/alarm LED's, Programmable Non-polling LED's, Non-directional smoke chamber, Vandal resistant security locking feature, complete as required.	Nos.	0						
2.5	Supply of Analogue Addressable <b>Beam Detector</b> , including base Simple and reliable device addressing method, with reflector complete as required.	Nos.	0						
2.6	Supply, installation, testing and commissioning of <b>Control Relays</b> shall be complete with Pilot Relay for Tripping of Third Party Equipment, suitable for switching 5A/15A current through the Relay contacts , MS Powder coated Junction Box for mounting on Surface, Cable lugs at Ends, cable compression glands, cable tags and Ferruling as per technical specification & drawings. The CR will be connected to AHU for tripping, Electrical system for tripping, Elevator Management,music ssystem, fire suppression system in kitchen and gas bank for alarm	Nos.	13						

Sl.No.	Description	Unit	Qty	Total Supply (INR)		Installation (INR)		Total (INR)	
				Rate (INR)	Amount(INR)	Rate (INR)	Amount (INR)	Rate (INR)	Amount (INR)
2.7	Supply, installation, testing and commissioning of <b>Control Module</b> shall be complete with Pilot Relay for control of Third Party Equipment, suitable for switching 5A/15A current through the Relay contacts , MS Powder coated Junction Box for mounting on Surface, Cable lugs at Ends, cable compression glands, cable tags and Ferruling as per technical specification & drawings. The CM will be connected to pressurisation fans, smoke exhaust fans, PA etc.	Nos.	9						
2.8	Supply, Installation, Testing & Commissioning of Addressable <b>Monitor Module</b> with all mounting accessories, complete with MS Powder coated Junction Box for mounting on Surface, Cable lugs at Ends, cable compression glands, cable tags and Ferruling.	Nos.	12						
2.9	Supply, installation, testing & commissioning of <b>Response Indicator</b> (for above False Ceiling Detector) with matching screws complete with GI Junction box, Cable lugs at cable end and ferruling as per technical specification.	Nos.	0						
2.10	Supply, installation, testing & commissioning of <b>Addressable Manual Pull Station</b> with Address Switch and all mounting accessories , complete with MS Powder coated Junction Box for mounting on Surface, Cable lugs at Ends, cable compression glands, cable tags and Ferruling as per technical specification.	Nos.	6						
2.11	Supply, installation, testing & commissioning of <b>Hooters/Sounder with Light Strobe(min 100 Candela) including modules</b> with minimum 4 distinct sound patterns to indicate Exit doors and direct occupants for safe and fast evacuation , complete with MS Powder coated Junction Box for mounting on Surface, Cable lugs at Ends, cable compression glands, cable tags and Ferruling.as per technical specification.	Nos.	12						
2.11A	Supply, installation, testing & commissioning of <b>Light Strobe(min 100 Candela) including modules</b> to indicate Exit doors and direct occupants for safe and fast evacuation , complete with MS Powder coated Junction Box for mounting on Surface, Cable lugs at Ends, cable compression glands, cable tags and Ferruling.as per technical specification.	Nos.	4						
2.12	Supply, installation, testing & commissioning of <b>Fault Isolator</b> as per technical specification.	Nos.	2						
2.13	Supply, installation, testing & commissioning of <b>LPG gas detector with panel &amp; module with built in sounder</b> as per technical specification.	Nos.	0						
2.14	2 way communication Fire Fighter's Telephone Jack with module as per specifications complete as required.	Nos	6						
2.15	2 way communication Fire Fighter's Handset	Nos	2						
2.16	Supply, installation, testing and commissioning of induct smoke detector with housing and assembly etc.	Nos	0						
2.17	Supply, Installation, Testing & Commissioning of Addressable <b>Monitor Module with Magnetic Contact</b> concealed type for monitoring final exit doors all mounting accessories, complete with MS Powder coated Junction Box for mounting on Surface, Cable lugs at Ends, cable compression glands, cable tags and Ferruling.	Nos	2						
<b>SUB TOTAL FOR DEVICES</b>									
<b>3.0</b>	<b>WIRING ACCESSORIES FOR FDA SYSTEM</b>								
	Supply Installation Testing of Wiring including junction box and end Terminations for the following								
3.1	2CX 1.5Sq.mm, shielded Copper conductor, Armoured cable FRLS grade PVC insulated flexible WIRE(2hrs. Fire rated - minimum)	Mtrs	4770						
<b>SUB TOTAL FOR WIRING ACCESSORIES</b>									
<b>TOTAL FOR SECTION I</b>									
<b>SECTION - II</b>									
<b>4.0</b>	<b>PA SYSTEM</b>								
4.1	Supply, installation, testing and commissioning of rack mounted Booster Amplifier 2X240 W	SET	1						
4.2	Supply, installation, testing and commissioning of one of the approved make ceiling/wall mounted multi tap speakers of 3/6 W rated power handling capacity, in-built line matching transformer, wide opening angle, complete with all mounting accessories as per specifications.	Nos	48						

Sl.No.	Description	Unit	Qty	Total Supply (INR)		Installation (INR)		Total (INR)	
				Rate (INR)	Amount(INR)	Rate (INR)	Amount (INR)	Rate (INR)	Amount (INR)
4.3	Microcontroller Based 24 Zone Selector with Following features, (a) Feather type key pads to select the zones. (b) Moulded plastic attractive enclosure. (c) Backlight LED Display (d) User friendly interactive display. (e) Announcement selector - PTT Switch. (f) Listen selector switch. (g) All Call switch to select all zones simultaneously for announcement (h) Built in auto change over UI certified for over ride the music. (i) Pre recorded voice evacuation system. (j) Shall be ingrated with Fire Alarm system. Controller Unit with (a) Built-in Power supply. (b) Zone Selector Switching Circuit (c) Terminal blocks to terminate zones ,wires, amplifier wires etc., (d) Built-in Power Supply for TB Speaker (e) CALL Monitoring Circuit (f) Additional terminal blocks for CALL & Mic signal Gooseneck Microphone ( Fitted in the Console ) (Should be able to add 4 Additional Zones if required)	Nos.	1						
4.4	Supply, installation, testing and commissioning of rack mounted Mixer Amplifier with minimum 6 inputs.	Nos	1						
4.5	Supply, installation, testing and commissioning of rack mounted CD Player with USB & MP3 including pre recorded fire evacuation msg.	Nos	1						
4.6	Supply, installation, testing and commissioning of 29 U Rack	Nos	1						
4.7	Supply, installation, testing and commissioning of rack mounted Mixer Amplifier 60 W	Nos	1						
4.8	Supply, installation, testing and commissioning of Podium Mic with on/off and selector switch.	Nos	2						
<b>SUB TOTAL FOR TWO WAY COMMUNICATION SYSTEM</b>									
<b>5.0</b>	<b>WIRING</b>								
	Supply Installation Testing of Wiring including end Terminations for the following								
5.1	2C x 1.5 sq mm Twin twisted, PVC sheathed, armoured copper Cable suitable for PA & Music system.	Mtrs	4450						
5.2	Multi core Mic cable , PVC sheathed, Un-armoured copper Cable.	Mtrs	300						
<b>SUB TOTAL FOR WIRING</b>									
<b>TOTAL FOR SECTION - II</b>									
<b>A</b>	<b>TOTAL FOR SECTION - I + II</b>								
<b>B</b>	<b>TAXES</b>								
	Transportation upto site								
	Custom Duty								
	VAT								
<b>TOTAL FOR TAXES - B</b>									
<b>Grand Total (C = A+B)</b>									