

**TENDER DOCUMENT**  
**Procurement of Works**

*For*

**Shining Hospital INF Nepal Banke First floor  
building Construction Project**

**Janaki RM-3, Banke, Nepal**

**Shining Hospital INF Nepal Banke**

**Table of content**

1. INVITATION FOR BIDS.....3

2. FIXED PRICE TENDER APPLICATION FORM .....4

3. SUMMARY SHEET .....5

4. OTHER INFORMATION:.....5

5. SECTION I: SPECIAL NOTICE TO ALL BIDDERS .....6

8. SECTION II: INSTRUCTIONS TO BIDDERS .....7

9. FIXED PRICE FORM OF CONTRACT AGREEMENT .....9

10. CONDITIONS OF CONTRACT .....11

11. BILL OF QUANTITIES.....18

## 1. INVITATION FOR BIDS

Tender Notice Type:	First floor building construction Tender Notice
Bidding Type:	National
Tender Notice No:	SHB-01/2075/076
Date:	4 <sup>th</sup> December 2018

Shining Hospital INF Nepal Banke Intends to undertake first floor building construction of hospital at Manpur, Banke. SH, invite sealed bids on single stage hard copy or electronic procedures from all eligible and interested with registered contractor/firms having relevant experience of carrying out similar works and valid license.

### **General Term and Conditions**

1. A complete set of bidding document may be purchased from the Shining Hospital INF Nepal Banke or INF Central Office, Simpani Pokhara and upon payment of a non-refundable fee of NPR 5000.00 (five thousand rupees only) till 16:00 on 17<sup>th</sup> December 2018. The detail tender document may obtained from [www.inf.org](http://www.inf.org) and download the documents.  
Or bidder who chooses to submit their bids electronically may purchase the hard copies of the bidding documents as mentioned above or may down load the bidding document and all scanned with authorized signatory copies (PDF format) and bank deposit voucher shall be sent [tender@banke.nepal.inf.org](mailto:tender@banke.nepal.inf.org)
2. The bidder must be submitted the bank deposited voucher of bid security amount and copies of firm registration, tax clearance (2074/075), permit letter or license, Vat certificates (updated) along with tender.
3. Bids shall be valid for a period of 60 days and must be accompanied by a Bid security amount of 2.5% of total bid amount or as equivalent amount of bank guarantee issued in favor of International Nepal Fellowship Nepal (INF-N) must be enclosed along with tender document and at the time of electronic submission of the bids information of deposit cost of bidding document in the bank:  
The bank details:  
Account Holder's Name: Shining Hospital INF Nepal Banke  
Name of Bank: Shanima Bank Limited, Nepalgunj Branch  
Account No: 0170000063701 Current A/C
4. A pre-bid meeting will be held at the construction site of International Nepal Fellowship (INF). Bidders will be notified the date of pre-bid meeting.
5. Bids must be submitted or delivered aforementioned address or email ID no later than 17:00, 17<sup>th</sup> December 2018. Bid received after the dateline of the submission, will not be accepted.
6. If bidders or their representative remain absent at the pre notified date, time and venue, no complain will be entertained.
7. Bid must be quoted the unit rate and total amount in describe of Bill of Quantities as well as letter of bid. The Bidders shall be clearly quoted the total bid amount in both word and figure. If any discrepancies arise, the quoted rate in the words shall be considered as valid and final.
8. If the last date of submission falls on a Government holiday, then the next working day shall be considered as the last day.
9. The Shining Hospital INF Nepal Banke right to accept or reject any or all the bids without assigning any reasons, whatsoever.

### **Please Submit to:**

Shining Hospital INF Nepal Banke or INF Nepal, Simpani, Pokhara  
or for electronic; [tender@banke.nepal.inf.org](mailto:tender@banke.nepal.inf.org)

**2. FIXED PRICE TENDER APPLICATION FORM**

To,  
Shining Hospital INF Nepal, Banke

Dear Sir/Madam,

1. We carefully examined the form of contract and study of bid document in details, technical specifications for general works, civil, sanitary, painting and electrical related works including Bills of Quantities, drawings of the first floor building construction at your site at Manapur, Banke. We the undersigned agree to execution and complete construct with the above mentioned documents for the following sum.  
NPR in figures..... Including VAT (In Words: .....only)
2. We enclose herewith bank deposited voucher of tender fee and 2.5% of the total bid security amount acceptable and payable to you.
3. We agree to abide by this tender for a period of 60 days.
4. We understand that this tender may be rejected if it is not made on the official form and is not in accordance with the provisions set forth in the "Bid Documents"
5. If our bid is accepted additional 2.5% of total bid amount will be deposited again (total 5%) within 15 days after notice of the award.
6. If our tender is accepted, we undertake to commence the works, detail work plan within 15 fifteen days after confirming the selection notice or award.
7. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding contract between us.
8. We understand that the 'Owner' reserves the right to accept or reject any and all bids if deemed in the best interest of INF/N and its policies and procedures.
9. We confirm that all required legal document and technical staff and construction equipment are attached herewith.
10. We agree to be bound by the following conditions:
  - A. Amount of Tender Guarantee: .....2.5% of the Tender Amount
  - B. Period binding the Tender: .....60 days
  - C. Amount of contract guarantee: .....5% of the accepted tender amount
  - D. Retention Money Amount: .....5% of the interim billed amount
  - E. Period of commencement: .....15 days from notice to proceed
  - F. Time of completion: .....150 days.
  - G. Amount of liquidated damage: .....NRs. 1500/- to NRs. 2500/- per day
  - H. Period of maintenance: .....6 months after final certification
  - I. Payment of interim bills: .....Within 15 days of submission
  - J. Contract Tax: : .....13% VAT payable by the Owner
  - K. TDS: as per Govt.....Rule payable by Contractor

Dated the .....day of the month of .....of the year

Signature .....in the capacity of

Corporate Seal

Witnesses:

1. ....(Name).....(Address) .....(Signature)
2. ....(Name).....(Address) .....(Signature)
3. ....(Name).....(Address) .....(Signature)

### 3. SUMMARY SHEET

SN	Description of works	Tender amount	Remarks
1	Total General works		
2	Total Civil works		
3	Total Sanitary/plumbing works		
4	Total Electronic Works		
	Total amount of works including Vat		

### 4. OTHER INFORMATION:

SN	Description of works	Amount	Remarks
1	Tender fee purchased (attached deposited voucher)		
2	Tender Security bid (attached bank deposited voucher)		

Name of the firm/Contractor: .....

Address: .....

Authorized person's name: .....

Signature: ..... Firm stamp or seal

Date: .....

## **5. SECTION I: SPECIAL NOTICE TO ALL BIDDERS**

Hospital intend to commitment from the bidder for the following things:

1. It is stressed that the quality of construction works shall be at par with highest standards and the finishing requirement of the building have been specified to a high standard.
2. It is therefore notified to all bidders to take this into consideration while bidding as no compromise shall be made at any stage of the work for sub-standard quality works and the selected bidder shall be made to achieve specified quality of work at the bid price.
3. The contractor shall furnish first floor building at construction site with civil, electrical, sanitary and painting works,
4. The Contractor can use water, electricity or store in the construction site. If Contractor use these facilities however payment to hospital on the basis of consumption or occupy.
5. The contractor shall be responsible to procure all materials for the project covered or implied under this contract and/or BOQ at the rate agreed in the contract.
6. The area deemed for construction shall be properly fenced so Contractor ensured that to control or minimize noise or pollution to the construction site. As the site is in existing hospital building complete, the Contractor must carry out the works with minimum disturbance to the neighboring houses and hospital facilities. Any interference to the site surrounding during period must be minimized and must be arranged in advance with the Hospital Administration.
7. The site control shall be responsible of the Contractor beginning at the time of mobilization until hand over. Therefore, the Client has no legal responsibility for the loss or materials or equipment damaged any other actions during that time. Therefore, the Contractor shall produce in contract data prior to signing the contract. The Insurance policy must indemnify the international Nepal Fellowship during the period the Contractor has control of the site.

## 8. SECTION II: INSTRUCTIONS TO BIDDERS

1. **Eligible Bidders**
  - Those persons or firm are valid for legitimacy under the construct act of Nepal Government. Who meet the criteria as per invitation of the construction bid.
  - Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.
2. **Qualification of the Bidder**  
Similar work experience in the field of building construction
3. **One Bid per Bidder**  
Each Bidder shall submit only one bid individually. A Bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified automatically. A bid forming a Joint Venture of two or more construction firms shall be disqualified automatically.
4. **Cost of Bidding**  
The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Hospital will in no case be responsible or liable for those costs.
5. **Site Visit**  
Interested bidder may visit in the construction site examine the place, space as other require.
6. **Language of bidding documents:** The language will be in English
7. **Content of the bidding documents:**  
Bidding Documents:
  - a. Special Notice to Bidders
  - b. Instructions to Bidders
  - c. Agreement draft with conditions
  - d. Conditions of Contract
  - e. Bill of Quantities
  - f. Drawings
8. **Clarification of Bidding Documents**  
A prospective Bidder requiring any clarification of the Bidding documents, Owner may in writing, through letter email or fax within the 10 days of the selection notice. After the dateline it will be not as valid request or inquiry.
9. **Amendment of Bidding Documents**  
It is only before the last date of submission the bidder may amendment the bid document. Otherwise it will not be amended.
10. **Priced Bill of Quantities;**  
Any other materials required to be completed or missing in BOQ, can be finalized sitting together both parties and new rate to be determined.
11. **Prices and Currencies of Bid and Payment**  
All duties, taxes and other liabilities payable by the Contractor under the Contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.
12. **Bid Security**  
The Bidder shall furnish, as part of the bid, a Bid Security in Nepalese Rupees in the amount specified in the Invitation for Bids.
13. **Sealing and Marking of Bids**  
The Bidder shall seal the original with singed copies of bid document and submit to as per the notice. For submission the E copy, bidder send all scanned copies with authorized signature and office seal through email ID.
14. **Bid Opening and Evaluation**

The Owner will open the Bids and pre bid meeting will be notify later.

**15. Process to be confidential:**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

**16. Clarification of Bids and Contacting the Employer**

If deemed or necessary to assist the examination of bid, rate, document, the Owner ask to bidder for asks for clarification on documents. The request for clarification and the response shall be in written form.

**17. Employer's Right to accept any Bid and to reject any or all Bids**

The Owner right to accept or reject any bid, and to cancel the Bidding process and reject all Bids without any reasons what so ever. However the prior notice will be given to bidder for refund the security bid amount.

**18. Notification of Award and Signing of Agreement**

The successful bidder will be notify in written and will offer for agreement within the 3 days of selection notice.

**19. Advance Payment and Security**

An advance may be given to bidder on the basis of bank guarantee.

The maximum of 20% of total amount of tender will be given as mobilization and this would be adjustment in running bill.

## 9. FIXED PRICE FORM OF CONTRACT AGREEMENT

This CONTRACT AGREEMENT is made on the .....day.....month.....year between: Shining Hospital INF Nepal Banke, on behalf of International Nepal Fellowship, (herein after called the OWNER) of the one side and M/S .....(Herein after called the CONTRACTOR) of the other side whereas the Owner is desirous that the Shining Hospital INF Nepal Banke Office Complex at their site at Manipur, Banke District, Nepal, should be constructed, and has accepted the Tender submitted by the contractor for the construction, completion and maintenance of the works for the Total Amount of:

" NRs (inti. VAT): .....

(In words NRs) : ..... only.

1. The whole works comprised in the contract shall be completed within 150 (one hundred fifty) days after the date of signing this agreement and maintain in good order for 5 (Five) calendar months from the date of completion in conformity in all respects with the provisions of this contract.

### Now this contract witnesses as follows: -

- a) In this contract, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract herein after referred to.
- b) The following documents shall be deemed to form and be read and construed as part of this contract, viz.
  - c) The said Tender Documents,
  - d) The conditions of contract,
  - e) The specifications: civil, plumbing and sanitary, electrical and painting.
  - f) The Bills of Quantities,
  - g) The construction working drawing
  - h) The addenda if any, to the document (a) through (e).
  - i) The notice to proceed.
  - j) The contractors master construction detail programme
2. The Contractor shall commence the works on the date stipulated in the agreement, which date shall not be more than 7 days after the signing of the agreement, and the works shall be completed within 150 days after the date stipulated in the agreement.
3. The Contractor shall complete the whole of the works as detailed in the construction drawings of the same and shall include the construction of:
  - a) Cutting, maintenance of existing slab to produce existing rods and welding of new rods for extension of columns.
  - b) For R.C.C. (M2) in column footings, tie beams, and slabs as per design and drawings all complete.
  - c) Providing, laying, compacting and curing plain cement concrete Providing, Mixing and Plastering Cement mortar over brick Masonry Works Including Scaffolding etc. complete as per specification.
  - d) Inside and outside plastering cement mortar (1:4) on the ceiling as per specification
  - e) Two Coat of approved quality interior and exterior emulsion as quantity painting complete.
  - f) Supplying and fitting aluminum Door & Windows (sliding and net with section size and 5mm clear glass) without ventilation and swing with hinge.
  - g) Sanitary, plumbing, electricity with drain water supply into nearest safety tank with all work complete.
4. The Total amount is the Contractor's fixed price for completion of all Works included in this Contract and any other work, purchase of materials, payments, etc. implied as necessary to complete the Work's even if they are not specifically noted. The Total amount may vary only if the Owner specifies in writing a change in the nature, quantity, or quality of any part of the Works. The cost of any such changes will be calculated using the rates for the same or similar type of work set out in the Contractor's Tender.
5. During the construction period the contractor may request for the payment of interim bills and payments may be made to the contractor subject to adjustment in the final amount. The number of such running bills will not be more than 2. The third Bill will be Final payment.

- 6. The contractor may request for mobilization advance against separate Bank Guarantee or immovable fixed asset and the Owner may approve an advance payment amounting up to 20% of the Bid amount and this advance will be adjusted in the Running bills at suitable proportion.
- 7. In consideration of the payments to be made by the Owner to the Contractor as mentioned, the Contractor here by covenants with the Owner to construct, complete and maintain the works conforming in all respects with the provisions of the contract.
- 8. The Owner hereby covenants to pay the contractor in consideration of the construction, completion and maintenance of the works, the contract price at the times and manner prescribed by the contract.
- 9. Within one week after the signing of this Agreement the Contractor shall provide to the compatible format a master plan for the execution of the Work.

In witnesses where of the sides (parties) here to have here in set their respective hands and seals, the day, month and the year first written above

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**Signature of the owner  
Authorized Representative**

**Date:** .....

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**Signature of the Contractor or  
the Contractor's authorized representative**

**Date:** .....

**Witness:**

**1) Name:** .....

**Post:** .....

**Signature** .....

**1) Name:** .....

**Post:** .....

**Signature** .....

## 10. CONDITIONS OF CONTRACT

### 1. Definitions

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the contract otherwise requires:

- 1.1 "Owner" means** Shining Hospital INF Nepal Banke on the behalf of the INF Nepal, Pokhara and its) and any legal successor in title thereto, who has called for tenders (Bids) to construct the work and who will employ the contractor.
- 1.2 "Contractor" means** the person or person's firm, company, corporation to whom the contract has been awarded by the Owner and who is undertaking the construction and completion of the works under the terms of the contract and includes the contractor's personal representatives, successors and permitted assignees.
- 1.3 "Project Engineer" means** any person appointed from time to time by the Owner to act as the site representative to perform the duties set forth in Clause 4 hereof.
- 1.4 "Contract" means** the contract entered into by the Owner and the Contractor setting forth the obligation of the parts for the execution of Works, which shall include the contract Documents hereinafter mentioned.
- 1.5 "Contract Documents" means** collectively the instructions to Tenders, Conditions of Contract, Specifications, and especial provisions, Construction Drawings, Priced Tender, the Contract Agreement and any Addenda issued during the Tender Period.
- 1.6 "Works" means** the all the works to be executed in accordance with the contract.
- 1.7 "Specifications" means** the general specification and detailed specifications for civil, sanitary, plumbing, electrical, painting and related works as published by the owner and which describe in detail the work to be executed, the quality of materials and workmanship and special responsibilities of the contractor that are not covered by the conditions of contract: Specifications include special provisions of and addenda referred to in or bound with the contract Documents together with all written agreements made or to be made.
- 1.8 "Special Provisions" shall take precedence over conditions of contract and specification in so far as they are peculiar to and apply only to the contract under consideration as set forth in the special provisions issued with the contract documents or indicated in the drawing and not contained in the conditions of contract and specification.**
- 1.9 "Contract Price" means** the sum written in the Tender subject to such additions thereto or deductions there from as may be under the provisions hereinafter contained.
- 1.10 "Construction Drawings" means** the drawings referred to in the specification and any modification of such drawings approved in writing by the Owner and such other drawings as may from time to time be furnished or approved in writing by the Owner or Owner's representative.
- 1.11 "Site" means** existing Shining hospital Banke premises, which the works are to be executed or carried out.
- 1.12 "Approved" means** approved in writing including subsequent written confirmation of previous verbal approval and "Approval" means in writing including as afore said.
- 1.13 "Contract Item," means** items of work specifically described and for which a price either per unit or lump sum is provided. It includes the performance of all work and furnishing of all labour, equipment and materials necessary to complete the work as out-lined on the drawings, specification and special provision.
- 1.14 "Contract Time" means** the number of calendar days shown in the Tender as allowed for completion of the works as set forth in the contract.

**1.15 "Month"** means an English Calendar Month.

**1.16 "Calendar Day"** means a period of twenty-four hours extending from midnight to midnight and shall include all days of the calendar without exception.

**2. Singular and Plural**

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

**3. Headings and Marginal Notes**

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

**3.1** Minor typing mistakes will be acceptable by both the parties.

**3.2** The word "Cost" when used in the conditions of contract shall be deemed to include overhead costs, whether on or off the site, except where the contrary is expressly stated.

**4. Owner's Engineer**

The Owner will appoint consultant (Engineer) on site a full-time or partial whose duties will be as follows:

- a) To approve samples of materials and workmanship submitted by the Contractor.
- b) To reject work and materials which are not in accordance with the Contract agreement or BOQ.
- c) To authorize in writing any small variations necessary to avoid delay in the work.
- d) To direct effort to any part of the Works where, in the opinion of the 'Engineer' effort is required to maintain the progress of the Works.
- e) To stop the Works if a lot of work is not in accordance with the Contract.
- f) To order removal from the site of a worker who causes a disturbance, is incompetent, or is negligent.
- g) Together with the Owner and Contractor to deal with any small matters affecting the smooth progress of the Works.
- h) Monitoring and ensure the qualities in all stage of construction works

**4.1** Without the express written permission of the Owner the Engineer is not empowered to give to the Contractor any instruction that would significantly affect the nature, quantity, or quality of the Works

**4.2** Failure of the Project Engineer to disapprove any work or materials shall not prejudice the power of the Owner thereafter to disapprove such work or materials and to order the putting down, removal or breaking up thereof.

**4.3** If the contractor is dissatisfied by the reason behind any decision of the Project Engineer, s/he shall be entitled to refer the matter to the Owner who shall thereupon confirm, reverse or vary such decision.

**4.4** It will be the duty of Engineer to verify all the work in progress, checking running bills, final bill and recommendation for payment.

**4.5** The Engineer will facilitate the meeting among Owner and Contractor or their representatives for discuss problems if any or resolve the same.

**4.6** The Engineer will provide the Owner with a ' report of all construction works.

**5. Assignment and Sub-letting**

In normally, the Contractor will not assign the sub-letting this construction works to sub-contractor. In case of that to be taken, a prior written approval should be taken from Owner. Whatever, consent if given shall not relieve the contractor from any liabilities of obligation under the contract and the contractor shall be responsible for the acts, defaults and neglect if any sub-contractor or his agents, workman does.

**6. Extent of Contract**

The contract comprises the construction, completion and maintenance of the Works and the provision of all Labour, materials, constructional machine, equipment and everything else whether of temporary or permanent nature required in and for such construction, completion and maintenance as specified in the contract.

## **7. Supply of Contract Documents**

Upon award of the contract, two copies of the drawings and the conditions of contract shall be furnished to the contractor free of charge. At the completion of the contract, the contractor shall return the same to the Engineer.

## **8. Further Drawing and Instructions**

The Engineer shall have full authority to supply to the contractor from time to time during the progress of the Works such modified or further drawings and instructions as shall be necessary for proper and adequate construction, completion and maintenance of the works shall be binding to the Contractor.

## **9. General Obligations**

The contractor may inspect and examine the Site and its surroundings and shall satisfy her/himself regarding the form and nature of the Site, the quantities and nature and other details of the Work before submitting her/his tender.

## **10.0 Award of Contract**

The successful Bidder will be informed that she/he has been awarded the contract by letter mailed or delivered to the address as shown on her/his tender.

## **11.0 Performance Guarantee**

11.1 An amount of 5% of all interim bills will be deducted and kept with the Owner as Performance Guarantee and it shall be for the purpose of indemnifying the Owner against defects or shortcomings of the contractor and against debts that may have incurred to any part involved in the works whether they are actual or estimated or expected.

11.2 If the contractor stops the work during construction or fails to complete the work, the Owner shall have authority to forfeit the aforesaid Performance deposit amount.

11.3 The Performance guarantee will be refunded to the Contractor only after satisfactory completion of the Maintenance Period. The Owner shall return all other Guarantees if any to the Contractor when the final handing over certificate is issued under this contract.

## **12.0 Removal of personnel**

The Engineer shall be at liberty to object to and require the Contractor to removal forthwith from the works any person employed' Contractor in or about the execution or maintenance of the Works who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or is undesirable. Any person so removed from the Works shall be replaced as soon as possible by a competent substitute approved by the Engineer.

## **13.0 Safety Security and Care of Works**

The contractor shall, throughout the progress of the Work take full responsibility of his/her workers at site and for the care of the works from the date of commencement thereof until Owner's Representative shall have issued a maintenance Certificate at the end of the period of Maintenance. The Owner shall not be liable for any damage or compensation payable by Law in consequence, of any accident or injury to any workman or other person. In any circumstances whether natural or super natural, the Owner will not be responsible for any loss or damage to the work. It will be the Contractors responsibility to hand over the completed Buildings in shape and size.

## **14.0 Royalties**

Except where otherwise specified the contractor shall at his own expense supply and provide all tonnage and other royalties, rent, taxes and other payments or compensation if any for getting stone, sand, gravel or other materials required for the works or Temporary Works, or any of them.

## **15.0 Supply of Materials, equipment and labour**

Except where otherwise specified the Contractor shall at his own expense supply and provide constructional machine, Generator, Mixture, temporary works and labours and transport for the equipment and staff, workers to or from the site in and about the Works for the Construction, Completion and maintenance of the Works.

## **16.0 Clearance of Site on Completion**

The Contractor shall from time to time and whenever reasonably required by the Owner's representative clear away and remove from the site all rubbish occurring from his operation on the completion of the Works to the satisfaction of the Owner's Engineer.

#### **17.0 Examination of Work before Covering-up**

No Work shall be covered up or put out of view without the approval of the Owner's Engineer. The contractor shall give notice to the Owner's Engineer for examination. Every item of work will be measured and entered into the 'Measurement Book' before covering up and such measurements will be certified by the site engineer and the contractor or their representative.

#### **18.0 Default of Contractor in Completion**

In case of default on the part of the Contractor in carrying out such order or the execution of repair during maintenance period, the Owner shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental there to shall be borne by the Contractor and shall be recoverable from him by the Owner or may be deducted by the Owner from any moneys due or which may become due to the Contractor.

#### **19.0 Commencement Time and Delays**

The contractor shall commence the Works on site within the period named in the tender after the receipt by him of an order in writing to this effect from the Owner and shall proceed with the work without delay.

#### **20.0 Time of Completion**

The contractor shall accomplish the entire work within the time permitted by the Owner. Only due to special circumstances, which the Owner feels justified, the period of completion (150 days after the date stipulated in the agreement) may be extended if the contractor requests within 15 days of the expiry of the period.

#### **21.0 Liquidated Damages for delay**

21.1 If the contractor should fail to complete the whole of the works within the prescribed time of any extension thereof granted under clause no 20, the Contractor shall pay to the Owner the sum of Rs.2500/- per day for the first 15 days for extra time taken as liquidated damage.

21.2 If the contractor fails to complete the work within the first 15 days, the Owner may charge the Contractor a sum of Rs. 5,000/- per day for another 30 days as liquidated damage. If the Contractor fails to complete the work within this extended period also, the Owner may terminate the contract and may appoint another contractor.

#### **22.0 Reward**

If the contractor completes whole of the works before the prescribed time the Owner will pay to the contractor a sum or Rs. 2000/- per day for the first 15 as reward for early completion of the work.

#### **23.0 Certificate of Completion**

23.1 A team consisting of the Owner, Contractor and the Owner's Engineer will perform an inspection of the works and as soon as in the opinion of the Team, the works shall have been completed and shall have satisfactorily passed any final test that may be prescribed by the contract and the contractor has finished all or any outstanding work, the Owner shall issue a certificate of completion in respect of the works and the period of Maintenance of the Works shall commence from the date of such certificate.

23.2 The Owner shall not occupy/use the completed portions of works. However, if in the opinion of the Owner such occupancy/use is necessary, he may occupy/use the completed portions of the works and in such cases the Maintenance period shall be counted separately, from the date of hand over of the complete portion of works for occupancy/use of the Owner.

#### **24.0 Period of Maintenance**

The period of Maintenance shall mean 4 (six) months starting from the date of issuance of Certificate of completion.

#### **25.0 Execution of Works of Repair**

During the period of Maintenance, the contractor shall immediately execute all works of repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkage or other faults as may arise during the Maintenance period or within 15 (fifteen) days after its expiry at his/her own expense.

## 26.0 Variation

The Contractor will be given instructions in writing for such variations, alterations, omissions or additions. For all such variations Owner's representative shall determine the amount (if any) which, in his opinion, should be added to or deducted from the amount payable to the contractor valued at the rates set out in the contract, in respect of any extra or additional works done or work omitted by his order. If the contract shall not contain any rate applicable to the extra or additional work then, suitable prices shall be agreed upon between the Owner and the Contractor. In the event of disagreement the Owner shall fix such prices as shall in his opinion be reasonable and proper and the same will be binding to the contractor.

## 27.0 Quantities

The quantities set out in the bill of quantities are the estimated quantities only. They are not to be taken as actual and correct quantities of the works to be executed by the Contractor in fulfilment of his obligation under this Contract. Any change in quantities must conform to the approved drawings, the measurement book or be resulting from any change in the drawings made by the Owner and intimated to the contractor in writing.

## 28.0 Specification: Civil Works

- 28.1 The work shall be carried out according to the specification provided with the bill of quantities. Wherever, the specifications are not given, the work shall be carried out in accordance with the relevant Nepalese standards. Where Nepalese standards are not available the work shall be carried out in accordance with the relevant Indian standard Specifications or as per prevailing practice provided the Owner approves such practice.
- 28.2 The Contractor shall give special attention for curing of concrete and use only Owner approved or ACC Cement, Himal/Jagadamba/Ambe Iron Tor steel, NS TMT Bars, coarse sand, screened gravel, seasoned wood and good quality water proof ply wood shuttering of not less than 3/411 thickness. All other materials will be of the best quality available. No day-work joints will be allowed in the roof slab. All form work should be accurately constructed and of a strength adequate to support the cast concrete without deflection greater than standard limits.
- 28.3 The contractor shall at his own cost take special care in making concrete cube tests
- a) Before the work started, cubes test of casting column, beams and slabs.
- Such cubes will be made under Owner's Engineer's supervision.

## 29.0 Specification: Electrical Works:

All electrical work will conform to Nepal Building Code 207: 2003 wherever applicable.

- b) The contractor shall provide and install a complete lighting system for the individual rooms and training hall including all necessary equipment, accessories (city power, UPS and Internet cable, fans, Telephone, sockets, speaker line)
- c) The miscellaneous materials include but are not limited to, all conduit wires, sub-distribution boards, junction boxes, fittings, supports, main distribution panel, cables, metal clad switch unit, power socket and other accessories required for the complete installation and satisfactory operation of the lighting system.
- d) All wiring shall be done inside the heavy duty PVC conduits or in approved cable channel. The conduits and the wires shall be of following sizes and specifications:-
- e) 20mm PVC Pipe for light socket, speaker socket, call bell socket.
- f) 25mm PVC Pipe for power socket, telephone socket.
- g) 40mm PVC pipe for sub mains.
- h) 80mm accessible cable channel for data wire where requested.
- i) 7/22 PVC insulated stranded earth wire copper conductor for light circuit, speaker circuit, and call bell circuit. --
- j) 3x7/22 PVC insulated stranded copper conductor as main and earth wire for power socket.
- k) Suitable cables for telephone, min. 7/20 cable size for A/C, appropriate cable for TV (if applicable)
- l) Every electrical main circuit (Building/ story) shall be protected by individual ELCBs of appropriate load.

### **30.0 Specification: Plumbing and Sanitary Works**

- m) Water pipes shall be Astral CPVC pipe Drain pipes shall be high quality UPVCF. All water pipes shall be with jointed with Astral pipe adhesive. The pipes and sockets shall be cleanly finished and free from cracks and surface flaws and other defects. The ends shall be cut clean and square with axis of the tube.
- n) The pipes shall be cleaned and cleared of all foreign matters before being laid. All pipes and fittings shall be properly joined to make joints completely water tight and all pipes kept free from dust and dirt during fixing.
- o) All pipes and fittings shall be fixed truly vertical and horizontal unless unavoidable. The pipes shall be fixed inside walls with standard pattern holders, clamps or special clamps made to purpose of required shape and size so as to fit rightly the pipes when tightened with screwed bolts. All waste pipes shall be fixed with such a slope as to provide easy flow from start point to end point.
- p) All pipes shall be provided with unions at the location of fixing valves, pumps or any fixed equipment. ~"
- q) All sanitary wares and fittings shall be of first class quality Hindware or equal quality white glazed vitreous china and approved by the Owner.
- r) European pan and cistern shall be double trap symphonic water closet, P or S trap coupled with white glazed vitreous china cistern of suitable capacity, with bottom inlet and overflow with fittings, brackets, complete in all respects.
- s) Orissa washbasins shall be of high quality with all necessary fittings.

### **31.0 Works to be measured**

31.1 The Owner's Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of work done, in accordance with the contract. While making such measurement, the contractor shall furnish all particulars required by him. If the contractor fails to attend or neglect or omit to send his agent then the measurement made by the Engineer or approved by him shall be taken to be correct measurement of the work.

31.2 Dimensions shown in the drawing are the minimum required in the interest of the work. Therefore, if the tolerances exceed the permissible limits, then the Owner's Engineer shall be entitled to reject such work.

### **32.0 Payment of Interim Bills**

Within 15 days of the date of completion of the works as outlined below the contractor will be paid as following:

- a) Cutting slab, columns extension, beam, brick cemented wall up to windows fitting level -1<sup>st</sup> Running Bill
- b) Roof slab, complete brick cemented wall inside and outside, sanitary, plumbing, work complete – 2<sup>nd</sup> Running Bill
- c) Completion of all work 3rd or Final Bill

### **33.0 Final Payment**

When the work completion certificate has been issued by the Contractor and shall request for the final payment of the works performed on the contract which has been accepted and after the approval of such request by the Owner, these will be paid to contractor within fifteen (12) days the entire sum for the accepted contract found to be due, after deducting all previous payments and all amount to be retained under provisions of the contract.

### **34.0 Approval Only by Maintenance Certificate**

No certificate other than the Maintenance certificate as referred in Clause 35, hereof shall be deemed to constitute approval of any work.

### **35.0 Maintenance Certificate**

Upon the expiration of the period of Maintenance or all work repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkage and other faults have been completed, the Owner shall issue a Maintenance Certificate to the contractor stating the date on which the contractor shall have completed his obligations to construct, complete and maintain the works to the Owner's satisfaction.

**36.0 Settlement of Disputes**

All the disputes arising in connection of this contract agreement, when the same cannot be amicably settled between the Owner and Contractor, the same will be referred to a panel of 5 experts; two of them nominated by both the owner and contractor and one of them by mutual agreement. If the dispute is not resolved by the panel of experts, the same may be referred to Kaski District Court. All the decisions shall be governed by the Arbitration Act. 2036 of Govt. of Nepal. The expenses incurred in such exercise shall be borne by the defaulter.

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**Signature of the owner  
Authorized Representative**

**Date:** .....

**Witness:**

**2) Name:** .....

**Post:** .....

**Signature** .....

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**Signature of the Contractor or  
the Contractor's authorized representative**

**Date:** .....

**1) Name:** .....

**Post:** .....

**Signature** .....

## 11. BILL OF QUANTITIES

Project:- Construction of First Floor Building at Shining Hospital INF Nepal Banke

Location:- Janaki Rural Municipality Ward No-3 Banke

Contract ID No:01/075-076

S. No.	Descriptions of works	Quantity	Unit	Contractor's Rate		Remarks
				Rate	Total	
<b>A</b>	<b>General Works</b>					
1	Insurance of works, equipment, labour and third party coverage as described in condition of contract.	1.00	PS	20000.00		
2	Additional tests as specified by the Engineer.	1.00	PS	5000.00		
3	Making and supply of 120*90 cm size hording board including making, writing, painting, transportation and erection in position all complete	1.00	Ls			
<b>B</b>	<b>Civil Works</b>					
1	Supplying, Batching, Mixing, Plaing, compaction & Curing of M20 Grade Concrete in Beam Lintel Column Slab etc. with Perfect Line & Level.	27.03	Cum			
2	Supply and fixing in position Steel Reinforcement bar of Fe 500 Grade for Reinforced concrete works including straightening, cutting to required length, bending to the shape as per design, and binding with annealed wire etc. complete.	2758.30	Kg			
3	Fabrication of form works for beams/sill/lintel, etc. from waterproof plywood or steel plate in lines and levels including shuttering and centering and dismatle of same after hardening of works, all complete.	257.27	Sqm			
4	Brick masonry with local chimney bricks of Grade I in cement mortar (1:4) in superstructure with lines/ levels including supply of materials, wetting the bricks, packing/ racking the joints, and curing, etc. all complete.	29.15	Cum			
5	50 mm. thick cement concrete floor: P.C.C. (1:2:4) with neat cement finish all Complete Works.	109.25	Sqm			
6	Supplying & Fixing of glazed Ceramic Tile in Toilet & Bathrooms	24.08	Sqm			
7	12.5 mm. thick plaster in c/s (1:4) mortar with perfect Line & Level with curing on walls, dados all complete works.	397.72	Sqm			
8	12.5 mm. thick plaster in c/s (1:3) mortar with perfect Line & Level with curing on ceiling Roofs all complete works.	130.61	sqm			
9	Two coat of approved quality Distemper paint with necessary primer and sanding.	306.46	Sqm			
10	Two coat of approved quality external Plastic emulsion with necessary primer and sanding.	221.88	Sqm			

11	(Aluminum swing door and hinges door) Supply and fixing of aluminum door without ventilation and with ventilation section size 101*45*1.3 mm including 9 mm Nepal board or 5 mm clear glass all complete works.	8.55	Sqm			
12	( Sliding window and sliding window with ventilation ) Supply and fixing of aluminum sliding window with net section size 101*45*.1.3 mm including 5mm clear glass all complete.	25.65	Sqm			
13	12*12 mm dia square solid rod grill works on windows & Ventilation all complete works.	20.52	Sqm			
14	Applying of Aluminum paint on windows & Ventilations Grill over one coat Primer all complete works.	16.42	Sqm			
15	Miscellaneous works (Drilling, Welding as directed by Engineer)	1.00	Job			
<b>C</b>	<b>Sanitary Works</b>					
1	Water closet. set - consisting of white ceramic floor mounted closed coupled water closet Basin (WC) 'S' trap along with dual mode flushing cistern of 5 liters seat and cover, regulating angle valve, toilet paper holder, Bib Cock, Robe Hook, etc. all complete.	2.00	sets			
2	Wash Basin Set - Consisting of White glazed Vitreous China Porcelain wall hung Rectangular lavatory Basin (550 mm* 450mm) pillar cock, bottle trap, Regulating angular valve, connector tube, towel rod, etc. all complete.	2.00	sets			
3	Floor Drain Set- Floor drain set consisting of U- PVC Nahni trap of Ø 110 mm xØ 75 mm Size and stainless steel insect proof grating etc.	2.00	Sets			
4	Overhead water storage tank set: overhead water storage tank set consisting of 1000 ltrs. capacity molded HDP water storage tank having necessary connection for inlets, Outlets, Overflow & Drain pipe line etc.	1.00	nos			
5	Water Supply Pipe line: water supply pipe line from overhead tanks to the toilets of the following sizes in chlorinated polyvinyl chloride (C-PVC) of indian standard (ISI) with necessary C- PVC pipe fittings in C-PVC solvent cement ( as per ASTM 493) joints including necessary pipe sleeves in the walls.					
	C- PVC pipe of CTS 1/2" size (SDR-11)	12.00	Rm			
	C- PVC pipe of CTS 3/4" size (SDR-11)	8.00	Rm			
	C- PVC pipe of CTS 1" size (SDR-11)	5.00	Rm			
6	C- PVC or U PVC Ball valve , Indian of the following pipe size					
	For 1/2" pipeline size	1.00	nos			
	For 3/4" pipeline size	1.00	nos			
	For 1" pipeline size	1.00	nos			
7	GM check valve (Horizontal or vertical type) for NB 1" Pipe size for water pump line.	1.00	no			

8	Soil, waste and rain water pipe line having un plastised poly vinyl chloride (upvc) Pipes confirming to Indian standard and all necessary polyvinyl chloride (upvc- DWD) click ring pipe fittings confirming to Indian standard of the following sizes in UPVC Adhesive cement solvent and or O ring socket joints with necessary upvc pipe fittings testing the pipe line by smoke test. Rectifying the leakage, if any all complete as per the specification and instruction.	0.00	0.00			
	OD 75 mm ( 4.0 Kgf/sqcm )	12.00	Rm			
	OD 110 mm (4 Kgf/sqcm )	12.00	Rm			
9	Water tap NS (preeti)	4.00	No			
10	Mirror (Normal size)	2.00	No			
11	Towel Rod 18" size	2.00	No			
12	Soap Dish	2.00	No			
13	Paper Holder	2.00	No			
<b>D</b>	<b>Electrification Works</b>					
1	Wiring of light / Fan points by means of 2*1.5 sq mm, COCOND multi core PVC cable drawn inside 16 mm dia. PVC conduit including 3/22,or 7/22 copper wire with necessary PVC circular/rectangular box, light switch, Fan regulator etc.	35.00	Pts			
2	6/16 Amp: 3 Pin switched shuttered outlet socket complete within necessary GI connection box, (2*4+ 1*2.5) Sq mm copper cable drawn inside 25 mm dia. PVC conduit including 3/20 copper wire all complete works.	30.00	Pts			
3	Electrical paneled box with incoming 60-100 MCCB, outgoing MCCB & MCBS for AC & internal lighting all complete works as per specification or directed by Engineer.	1.00	sets			
	Sub-Total					
	VAT @ 13%					
	Grand Total					

Amount in figure:.....

Amount in word: .....(including all taxes and vat)

Name of the firm: .....

Proprietor name: .....

Business location: .....

Authorised signature: .....

sea:.....