

BIDDING DOCUMENT

Two Envelop Competitive Bidding

STUPA HEALTH CARE CENTRE COOPERATIVE BUILDING

Fire Fighting System

At

Chuchhepati, Chabahil, Kathmandu

Issued on: October 18, 2021

Issued to: All responsive national Bidders

Invitation for Bids No.: SHCC/04/078/079

Invitation for Bids

Stupa Health Care Centre Co-operative Limited (SHCC)

Invitation for Bids for the Fire Fighting System

Date of publication: **18 October 2021**

1. SHCC invites sealed bids or electronic bids from Nepalese eligible bidders for the construction of Electrical works under National Competitive Bidding procedures.
2. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of SHCC Gokarnashwor -5, Jorpati Kathmandu
3. A complete set of Bidding Documents may be purchased from the office SHCC and the office Gokarnashwor -5, Kathmandu by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of NRs 5,000 till **31 October 2021** during office hours.
4. Sealed bids must be submitted to the office SHCC, Jorpati hand on or before **12:00 on 16 November 2021**. Bids received after this deadline will be rejected.
5. The bids will be opened in the presence of Bidders' representatives who choose to attend at **16 November, 2021 14:00 Hours at the office of SHCC Jorpati**. Bids must be valid for a period of **90 days** after bid opening and must be accompanied by a bid security, amounting to a minimum of 2.5 %, which shall be valid for 30 days beyond the validity period of the bid.
6. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.
7. Non submission of the required documents and non-compliance of mandatory requirements as mentioned above may lead to the disqualification of the proposals.
8. The Employer reserves the right to accept or reject, completely or partially any or all the bids without assigning any reasons, whatsoever.

Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is SHCC/04/078/079
ITB 1.1	The Employer is: Stupa Health Care Centre Co-operative Limited (SHCC)
ITB 1.1	The number and identification of lots comprising this bidding process is: <i>N/A</i>
ITB 2.1	The name of the Project is Fire Fighting System for Stupa Health Care Centre Co-operative Limited Building . The implementing agency is: SHCC herself.
ITB 4.1 (a)	Maximum number of partner in a joint venture shall be : <i>N/A</i>
ITB 4.2	Eligible countries: <i>Nepal</i>
B. Bidding Document	
ITB 7.1	For clarification purposes only, the Employer's address is: Attention: Address: Jorpati, Kathmandu Telephone : 01-4917557/558 Facsimile number: 9851211751 Electronic mail address: info@stupahealth.org.np
ITB 7.4	A Pre-Bid meeting shall be held. Presence of bidders in Pre-Bid Meeting is desirable. Take place at the following date, time and place: <i>N/A</i> Date: Time: Place: A site visit shall not be organized by the Employer but bidders can visit the site any time providing information.
C. Preparation of Bids	
ITB 10.1	The language of the bid is: English / Nepali
ITB 11.1 (b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for Unit Rate Contracts
ITB 11.1 (i)	The Bidder shall submit with its bid the following additional documents: - Firm /Company Registration - Business Registration license - VAT/PAN registration certificate - Tax clearance certificate up to 2076/2077 tax clearance of 2077/78 is desirable.

	- Power of attorney
ITB 13.6	The prices quoted by the Bidder <i>[insert “shall be” or “shall not be”]</i> subject to adjustment during the performance of the Contract. Not Applicable
ITB 15.1	The bid validity period shall be: <i>Ninety (90) days</i>
ITB 16.1	The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with a minimum of 2.5 %, which shall be valid for 30 days beyond the validity period of the bid.
ITB 16.2 (b)	Account Name: Stupa Health Care Center Cooperative Ltd. Bank Name: ICFC Finance Ltd. Bank Address: Boudha Account Number: 00200100061563000001
ITB 17.1	In addition to the original of the bid, the number of copy/ies is/are: Not applicable
ITB 17.2	The written confirmation of authorization to sign on behalf of the Bidder shall indicate: (a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney;
D. Submission and Opening of Bids	
ITB 18.1	Bidders shall have the option of submitting their bids by hand
ITB 19.1	<u>For bid submission purposes only, the Employer’s address is :</u> Attention: Reception Address: SHCC Office, Gokarnashwor -5 Jorpati . <u>The deadline for bid submission is :</u> Date : 16 November 2021 Time : 12:00 Hours
ITB 22.1	The bid opening shall take place at : Address : Gokarnashwor -5 Date : 16 November 2021 Time: 14:00 hours (Time will be allocated in difference of 30 minutes for bidders in different packages)
E. Evaluation and Comparison of Bids	
ITB 29.5	The amount of the performance security be increased by Eight (8) percent of the quoted bid price.

Evaluation and Eligibility Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and eligible Bidders.

1. Eligibility

Criteria Requirement	Compliance Requirements	Submission Requirements
Firm Registration Certificate	must meet requirement	Document attachment
Business Registration Certificate (License)	must meet requirement	Document attachment
VAT and PAN Registration certificate	must meet requirement	Document attachment
Tax clearances certificate for the F/Y 2076/77 desirable 2077/78 or Tax return submission evidence or evidence of tax time extension for 2077/78	must meet requirement	Document attachment

2. Evaluation Criteria

Qualification Requirement for completion of Similar works in last 5 years		
<ul style="list-style-type: none"> • The eligible bidders can be a private entity, government entity or a joint venture of not more than two firms. • The eligible bidder's Minimum Average Annual Construction Turnover of the best 3 years within the last 5 years shall be not less than 20 million. • Name at least 3 Hospital/Multi storied building projects where he has supervised Firefighting works (Hydrant and Sprinkler system) 	<p>must meet requirement</p>	<p style="text-align: center;">Document attachment.</p> <p>Must include employers' certificate with built up area disclosed.</p> <p>Additionally, as built drawing of the completed building with employer/Consultant approval.</p>

A. Specific Construction Experience in Key Activities

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No..... of.....	Contract Identification		
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount	<input type="checkbox"/> NRS		
If Partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			

Key Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

SN.	Position	Required No.	Academic Qualification	Total Work Experience [Years]	Experience in Similar Works [years]
1.	(Firefighting Team Leader) Senior Skilled Person or Welder	1		10	5

Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

Position*		
Personal Information	Name	Date of Birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the last twenty years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project, Position and Relevant Technical and Management Experience*

Letter of Bid

The Bidder must accomplish the Letter of Bid in its letterhead clearly showing the Bidder's complete name and address.

Date:

Name of the contract:

Invitation for Bid No.:

To:
.....
.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: NRs.; or when left blank is the Bid Price indicated in the Bill of Quantities;
- (d) The discounts offered and the methodology for their application are:.....
- (e) Our bid shall be valid for a period of*[insert validity period as specified in ITB 15.1]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries or any countries [insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or

association, and the nationality of each Subcontractor and Supplier];

- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3;
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.5;¹
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We declare that, we have not been black listed as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (o) If awarded the contract, the person named below shall act as Contractor's Representative:
- (p) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

Name:

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Bid Security

Bank Guarantee

Bank's Name, and Address of Issuing Branch or Office
(On Letter head of the Commercial Bank or Financial Institution eligible to issue Bank Guarantee
as per prevailing Law)

Beneficiary: name and address of Employer
.....

Date:
.....
...

Bid Security No.:
.....

We have been informed that [insert name of the Bidder] (hereinafter called "the Bidder")
intends to submit its bid (hereinafter called "the Bid") to you for the execution of
name of
Contract under Invitation for Bids No. ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we name of Bank. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . amount in figures (. amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn or modifies its Bid:
 - (i) during the period of bid validity specified by the Bidder on the Letter Bid, in case of electronic submission
 - (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (d) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the datenumber.....days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

. . .Bank's seal and authorized signature(s) . . .

Note:

The bid security of has been counter guaranteed by the Bank on
..... (Applicable for Bid Security of Foreign Banks).

Bidder's Information Format

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Bidder's Information

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	

BOQ for Fire Fighting System

SL. NO.	DESCRIPTION OF WORK	QUANTITY	Unit	UNIT RATE (NRs.)		Total Amount
				In figure	In words	
SUB HEAD – I : PUMP HOUSE EQUIPMENTS						
1	Supply, erection, testing & commissioning of Horizontal centrifugal type MOTOR DRIVEN FIRE PUMP SET of capacity 137 M ³ /hr at 70 MWC. for Hydrant and Sprinkler along with followings strictly as per Technical Specification:	2	Set			
	a) Suitable rated Motor of 415 V / 50 Hz / 3 phase supply, Continuous duty,					
	b) Common base plate,					
	c) Coupling,					
	d) Coupling guard,					
	e) Foundation Bolts					
	f) Nuts, bolts, fittings etc. (as required to complete in all respect)					
	g) Auto air release valve					
	Note: Pump shall be capable of furnishing not less than 150% of rated capacity at a head of not less than 65% of the rated head. The shut-off head shall not exceed 120% of rated head.					
2	Supply, erection, testing & commissioning of Diesel Engine driven Standby pump -Horizontal split casing type horizontal centrifugal pump completes with gland packing of capacity 137 M ³ /hr at 70 MWC	1	Set			
3	Supply, erection, testing & commissioning of Vertical in-line type MOTOR DRIVEN JOCKEY PUMP SET of capacity 11 M ³ /hr at 70 MWC. along with followings strictly as per Technical Specification:					

	Electrical motor driven Jockey pump -Vertical-in-line type centrifugal pump complete with mechanical seal, coupling, coupling guard (Zero access type), anti-vibration mounting, foundation bolts. The pump shall be coupled to Squirrel cage induction motor, TEFC type of Efficiency 1(IE2), IP55 of suitable HP and speed as per technical specification. Complete set shall mounted on common base frame for operation of 415 volts+/- 10%, 3 phase, 50 HZ +/- 5% A.C supply.	1	Set			
4	Fire Control panel metal clad type suitable for 415 V AC 3 phase 4 wire 50 Hz supply system. The panel could be suitable for manual and automatic operation of Main fire pump (approx. 55 kw), Jockey Pump (Approx. 11 kw) and Diesel Engine Fire Pump (To run automatically in case of power failure) complete with push button type water level guards, auto starting system, having Ammeter, Voltmeter, MCCB Aluminium Bus Bars, continuous earth bar, panel separators, protective screens, cable clamping support system, top/bottom cable gland plates for incoming and outgoing cable entries as per details given below:	1	Set			
5	Supply, erection, testing & commissioning of Rubber Expansion bellows suitable for suction line of above pumps. Manufacturer's certificates of compliance should be submitted before delivery.					
	a. 150 NB	2	No.			
	b. 80 NB	1	No.			
6	Supply, erection, testing & commissioning of SLUICE VALVE, PN-1.6 with companion flanges, gaskets & nuts and bolts. Valves shall be as per Tender Specification.					
	a. 200 NB	1	Nos.			
	b. 150 NB	6	Nos.			
	c. 100 NB	2	Nos.			
	d. 80 NB	2	Nos.			

7	Supply, erection, testing & commissioning of quick shut-off VALVE, PN-1.6 with companion flanges, gaskets & nuts and bolts. Valves shall be as per Tender Specification.					
	a. 150 NB	1	Nos.			
8	Supply, erection, testing & commissioning of NON RETURN VALVE with companion flanges, gaskets & nuts and bolts. Valves shall be as per Tender Specification.					
	a) 150 NB	3	Nos.			
	b) 80 NB	1	Nos.			
9	Supply, erection, testing & commissioning of HORIZONTAL CHECK VALVE with companion flanges, gaskets & nuts and bolts. Valves shall be as per Tender Specification.					
	a) 200 NB	1	Nos.			
10	Supply, erection, testing & commissioning of Y- type strainer for Suction line with companion flanges, gaskets & nuts and bolts. Construction of strainer shall be as per Tender Specification.					
	a) 150 NB	3	Nos			
	b) 80 NB	1	Nos.			
11	Supply, erection, testing & commissioning of FLOW METER with Digital Display. Should be as Shown in P & I Diagram of Pumping system. To be installed pump recirculation Header with all accessories.					
	a. 150 NB	1	Set			
12	Supply, erection, testing & commissioning of LEVEL SWITCH For Reservoir	1	Nos.			

13	Supply, erection, testing and commissioning of PRESSURE SWITCH with all accessories like root valves, 3way gauge valve, damping coil etc as detailed in Technical Specification & Drawings for Pumping System. RT Model of INDFOSS makes, suitable to high-pressure line. To be mounted on water line for auto start – stop of fire pump.	8	Nos.			
14	Supply, erection, testing and commissioning of PRESSURE GAUGE with all accessories like root valves, 3way gauge valve, damping coil etc as detailed in Technical Specification & Drawings. The scale shall be in metric units. Accuracy shall be 1.0 percent of full-scale range or better conforming to IS: 3624.	4	Nos.			
15	Supply, erection, testing and commissioning of VACCUM GAUGE with all accessories like root valves, 3way gauge valve, damping coil etc as detailed in Technical Specification & Drawings. The scale shall be in metric units. Accuracy shall be 1.0 percent of full-scale range or better conforming to IS: 3624-1979/ Equivalent.	4	Nos.			
16	Supply, erection, testing and commissioning of MONITOR MODULE for annunciating ON/OFF/Fault etc as per P&I diagram with all accessories like as detailed in Technical Specification & Drawings. The scale shall be in metric units. Accuracy shall be 1.0 percent of full-scale range or better conforming to IS: 3624-1979/Equivalent.	10	Nos.			
17	Supply, erection, testing and commissioning of POWER CABLE (Al) from switchgear panel to motors complete with glands, lugs etc. as per tender specification	1	Lot			
18	Supply, erection, testing and commissioning of CONTROL CABLE from various instruments to composite panel. as per tender specification & DRGS					
	a. 2C x 2.5 mm ²	30	Mtr			
	b. 12C x 2.5 mm ²	30	Mtr			

19	Supply, erection, testing and commissioning of floor zone control valve assembly including isolation valve with built in tamper switch, flow switch interface with fire alarm panel, pressure gauge and drain valve with sight glass	8	Nos			
20	Supply, erection, testing and commissioning of Alarm Check valve assembly including water motor gong, pressure gauges and alarm pressure switch	1	Set			
21	Flow switches suitable for fixing in 50mm to 150mm dia, complete with all accessories to provide indication in annunciator panel.	8	Set			
22	Supply, erection, jointing, testing and commissioning of M.S. Suction and Delivery pipes, the pipes being fixed on the walls or suspended from the ceiling with angle iron supports complete with fittings such as bends, tees, flanges and all necessary accessories complete with 2 coats of P.O. Red Synthetic enamel paint followed by 2 coats of Primer (As detailed in Technical Specification). Pipes laid underground to be wrapped with Pypkote. All pipes above ground to be painted with a coat of black japan and 2 coats of Fire Red enamel. Pipes above 50 NB should be grooved joint only. 50 NB & below should be Forged fittings Socket weld type of joint.					
	b. 200 NB	18	Mtr			
	c. 150 NB	56	Mtr			
	d. 100 NB	70	Mtr			
	e. 80 NB	10	Mtr			
	f. 25 NB	10	Mtr			
23	Supply, erection, testing & commissioning of Steel structure For Pipe Support including steel clamps, threaded rods etc.	1	Lot			
	TOTAL OF SUB HEAD – I					
SUB HEAD –II : HYDRANT SYSTEM						
1	SINGLE HEADED LANDING VALVE (Internal)	8	Sets			
2	SINGLE HEADED LANDING VALVE (Yard)	3	Sets			

3	15.0 M long x 63 Dia. Hose. with SS couplings. (for Internal & external Hydrant).	22	Sets			
4	Supply and fixing of swinging HOSE REEL & S.S. Bend pipe, 19 mm dia. Bore reinforced rubber of length 36 mtrs. Length fitted with 6.35 mm nozzle. The hose reel shall be recessed swinging type, inclusive of connection with hydrant riser pipe through one 25 mm. NB Gate Valve.	8	Sets			
5	Gun metal WATER BRANCH PIPE WITH NOZZLE.	9	Sets			
6	AIR RELEASE VALVE	1	Set.			
7	M.S.HOSE BOX (INTERNAL).	8	Nos.			
8	M.S.HOSE BOX (EXTERNAL).	4	Nos.			
9	2 WAY FIRE BRIGADE INLET CONNECTION OF 150 MM SIZE .	1	Set			
10	BUTTERFLY VALVE					
	a) 150 NB	2	Nos			
	b) 100 NB	2	Nos			
11	MS Puddle flange					
	a. 200 NB	1	Nos			
	b. 150 NB	1	Nos			
	c. 100 NB	2	Nos			
	d. 80 NB	2	Nos			
12	PCC 1:2:4 Thrust blocks for external bends, tees and hydrant base	5	cum			
	TOTAL OF SUB HEAD – II					
SUB HEAD –III : FIRE EXTINGUISHERS						
1	Portable fire extinguisher with pressure guage consisting of welded MS cylindrical body, squeeze lever discharge valve fitted with pressure indicating gauge internal discharge tube, 30 cms long high pressure discharge hose, discharge nozzle, suspension bracket, conforming to Indian Standards and as per ITC approved list, as follows, finished externally with red enamel paint and fixed to wall with brackets complete with initial charge.					

	a) Type DCP -6 kg; Portable Fire Extinguishers, Dry Powder	27	Nos			
	d) Type CO ₂ -4.5 kg: Fire Extinguisher	10	Nos			
	f) Type Foam -9 Litre: Fire Extinguisher	1	Nos			
2	Fire EXIT Signage	20	Nos			
	TOTAL OF SUB HEAD – III					
	SUB HEAD –IV : SPRINKLER					
1	Supply, erection, jointing, testing and commissioning of M.S. Suction and Delivery pipes IS 1239, the pipes being fixed on the walls or suspended from the ceiling with angle iron supports complete with fittings such as bends, tees, flanges and all necessary accessories complete with 2 coats of P.O. Red Synthetic enamel paint followed by 2 coats of Primer (As detailed in Technical Specification). Pipes laid underground to be wrapped with Pypkote. All pipes above ground to be painted with a coat of black japan and 2 coats of Fire Red enamel. Pipes above 50 NB should be grooved joint only. 50 NB & below should be Forged fittings Socket weld type of joint.					
	100 NB	8	Mtr			
	80 NB	80	Mtr			
	65 NB	540	Mtr			
	50 NB	120	Mtr			
	40 NB	128	Mtr			
	32 NB	120	Mtr			
	25 NB	1300	Mtr			
2	Gun Metal Ball Valves					
	80 mm dia	2	Nos			
	65 mm dia	7	Nos			
	50 mm dia	8	Nos			
3	25 mm dia Pressure Relief valve	1	Set.			

4	Providing & fixing flexible tubes in corrugated SS, for connecting pendant sprinklers to branch lines complete with all necessary accessories, reducers, O- rings, nipples etc., supporting structural arrangements in the false ceiling/slab as per site requirement for the below lengths and tested for 15Kg/Sq.cm pressure with G.I. retainer rings & guide bolts complete as required and as per specification (UL Listed)	570	Nos			
5	Pendant Sprinklers 68°C	560	Nos			
6	Pendant Sprinklers 93°C	10	Nos			
7	Supply, erection, testing & commissioning of Steel structure For Pipe Support including steel clamps, threaded rods etc.	1	Lot			
TOTAL OF SUB HEAD – IV						
SUB HEAD –V : SYSTEM CONTROLLER						
	(System controller for complete firefighting system i/c water level controls)					
1	Designing, supply, Installation, Testing and Commissioning of PLC based system control to control operation of Main Electric Fire Pumps, Diesel Pump & Jockey Pumps in sequence as per specification consisting of relays, timers, sensors, annunciation window for fault indications with 30minutes backup power with SMF battery and battery charger complete as required. Casting of 300mm high PCC pedestal for above panel. NOTE: 1. All MCCB shall have 100% Ics = Icu.	1	Set			

Special Conditions of Contract

A. General	
GCC 1.1 (q)	The Employer is SHCC, Gokarnashwor -5 Jorpati
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 31 March 2022 (4 Months)
GCC 1.1(bb) & 10.1	The Project Manager is Chief Executive Officer, SHCC or assigned The Project Manager and Engineer are synonyms.
GCC 1.1 (ee)	The Site is located at KMC ward 6 Chabail, Kathmandu
GCC 1.1 (hh)	The Start Date shall be December 1, 2021
GCC 1.1 (ll)	The Works consist of MEP works Communication works in individual packages.
GCC 2.2	Sectional Completions are: not applicable
GCC 3.1	The language of the contract is ENGLISH/NEPALI The law that applies to the Contract is the law of NEPAL
GCC 11.1	The Project Manager may delegate any of his duties and responsibilities.
GCC 14.1	Schedule of other contractors: <i>The civil works are ongoing at site. The contractor need to coordinate with Site in charge assigned from SHCC and with civil works contractors.</i>
GCC 19.1	The minimum insurance amounts and deductibles shall be: as per packages <ol style="list-style-type: none"> 1. The minimum cover for loss of or damage to the Works, Plant and Materials is: <i>[insert percent]</i> of the Contract Amount. 2. The maximum deductible for insurance of the Works and of Plant and Materials is: <i>[insert amount]</i> 3. The minimum cover for loss or damage to Equipment is : <i>[insert amount]</i> 4. The maximum deductible for insurance of Equipment is: <i>[insert amount]</i> 5. The minimum for insurance of other property is: <i>[insert amount]</i> with unlimited number of occurrences 6. The maximum deductible for insurance of other property is: <i>[insert amount]</i> 7. The minimum cover for personal injury or death insurance <ol style="list-style-type: none"> i. for the Contractor's employees is that specified in the Labor act of Nepal and ii. for other people is : <i>[insert amount]</i> with an unlimited number of occurrences
GCC 20.1	Site Investigation Reports are: <i>N/A</i>

GCC 23.1	The following shall be designed by the Contractor: <i>N/A</i>
GCC 26.1	The Site Possession Date(s) shall be: 1 December 2021
GCC 30.1	The place of arbitration shall be: Kathmandu
C. Time Control	
GCC 34.1	The Contractor shall submit for approval a Program for the Works within 7 Days from the date of the Letter of Acceptance.
GCC 34.3	The period between Program updates is 7 days. The amount to be withheld for late submission of an updated Program is NPR 100,000
D. Quality Control	
GCC 42.1	The Defects Liability Period is: 12months for works and 24 months for materials supplied.
E. Cost Control	
GCC 49.1	10 %per Annum
GCC 53.1	The Contract <i>is not</i> subject to price adjustment, and the following information regarding coefficients <i>does not</i> apply. The coefficients and indices for adjustment of prices in Nepalese Rupees shall be as specified in the Table of Adjustment Data submitted by bidder together with the Letter of Price Bid which is approved by the Project manager.
GCC 53.6	Base Price of Construction Materials applicable for price adjustment shall be as per the Table of Adjustment Data submitted by Bidder together with the Letter of Price Bid which is approved by the Project manager. <i>N/A</i>
GCC 53.7	The Price Adjustment amount shall be limited to a maximum of: 25 % Percentage of the initial Contract Amount.
GCC 54.1	The proportion of payments retained is: 5 (five) percent
GCC 55.1	The liquidated damages for the whole of the Works are 0.05 Percent of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10 Percent of the final Contract Price.
GCC 56.1	The Bonus for the whole of the Works is 0.05 Percent per day . The maximum amount of Bonus for the whole of the Works is NPR 1, 00,000 of the final Contract Price .
GCC 57.1	The Advance Payments shall be: 15% and shall be paid in two equal installments

	<p>and to the Contractor.</p> <p>First 5% shall be paid within 7 days of contract agreement date after submitting responsive work schedule.</p> <p>Another 10% after approval of materials by engineer of major construction material and contractor materials procurement process is started; and submission of insurance policies and certificates as per GCC 19.1 of SCC.</p>
GCC 57.3	<p>Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of 40 % the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract period.</p>
GCC 58.1	<p>The Performance Security amount is: 5 %</p>
G. Finishing the Contract	
GCC 71.1	<p>The date by which operating and maintenance manuals are required is; Before submission of final Running Bill</p>
GCC 71.2	<p>The date by which “as built” drawings are required is: Together with final Running Bill</p> <p>The amount to be withheld for failing to produce “as built” drawings and/or Operating and maintenance manuals is: NPR 1,00,000</p>
GCC 72.3 (i)	<p>The maximum number of days is: 90 Days</p> <p>(The bidders need to submit the realistic time line required for the proposed works in the section below; Bidder’s Information Format. The methods, timeline and work process need to be included.</p>
GCC 80	<p>The Project Manager has to obtain the specific approval of the Employer for taking any of the following actions :</p> <ol style="list-style-type: none"> a. Approving subcontracting of any part of the works under General Conditions of Contract Clause 13; b. Certifying additional costs determined under General Conditions of Contract Clause 50; c. Determining start date under General Conditions of Contract Clause 1; d. Determining the extension of the intended Completion Date under General Conditions of Contract Clause 35; e. Issuing a Variation under General Conditions of Contract Clause 1 and 46, except in an emergency situation, as reasonably determined by the Project Manager; emergency situation may be defined as the situation when protective measures must be taken for the safety of life or of the works or of adjoining property. f. Adjustment of rates under General Conditions of Contract Clause 45;

Letter of Intent

Date:

To:*Name and address of the Contractor*.....

Subject: Issuance of letter of intent to award the contract.....

This is to notify you that, it is our intention to award the contract *[insert date]*for execution of the *[insert name of the contract and identification number, as given in the Contract Data/SCC]* to you as your bid price *[insert amount in figures and words in Nepalese Rupees]* as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature:

Name:

Title:

CC:

[Insert name and address of all other Bidders, who submitted the bid]

Letter of Acceptance

Date:

To:*Name and address of the Contractor*.....

Subject:*Notification of Award*

This is to notify that your Bid dated*date*for execution of the.....*name of the contract and identification number, as given in the Contract Data/SCC* for the Contract price of Nepalese Rupees [*insert amount in figures and words in Nepalese Rupees*], as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contact this office to sign the formal contract agreement within 15 days with Performance Security of **NRs.** in accordance with the Conditions of Contract, using for that purpose the Performance security Form included in Section X (Contract Forms) of this Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Contract Agreement

THIS AGREEMENT made theday
of.....between.....
..... name of the Employer
.....(*hereinafter “the Employer”*), of the one part, and
.....
.....name of the Contractor
.....(*hereinafter “the Contractor”*), of the other part:

WHEREAS the Employer desires that the Works known as name of the Contractshould be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects in the sum of NRs*[insert amount of contract price in words and figures including taxes]*(*hereinafter “the Contract Price”*).

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance;
 - (b) the Letters of Bid;
 - (c) the Addenda Nos **Insert addenda numbers if any**
 - (d) the Special Conditions of Contract;
 - (e) the List of Eligible Countries that was specified in Section V of the bidding document,
 - (f) the General Conditions of Contract;
 - (g) the Specification;
 - (h) the Drawings;
 - (i) Bill of Quantities (or Schedules of Prices for lump sum contracts), and
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Nepal on the day, month and year indicated above.

Signed by
for and on behalf the Contractor in the presence of

Performance Security

(On letterhead paper of the Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

..... *Bank's Name, and Address of Issuing Branch or Office*
Beneficiary: Name and Address of Employer
Date:

Performance Guarantee No.:.....

We have been informed that *[insert name of the Contractor]* (hereinafter called "the Contractor") has been notified by you to sign the Contract No. *[insert reference number of the Contract]* for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we..... *[insert name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of*[insert name of the currency and amount in figures*]* (... .. *insert amount in words*) such sum being payable in Nepalese Rupees, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the.....Day of
**, and any demand for payment under it must be received by us at this office on or before that date.

.....
Seal of Bank and Signature(s)

Advance Payment Security

(On letterhead paper of the Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

..... *Bank's Name, and Address of Issuing Branch or Office*.....

Beneficiary:*Name and address of employer*

Date :

Advance Payment Guarantee No.....

We have been informed thathas entered into Contract No. *Name and Address of Employer*.....*name of the Contractor*.....(hereinafter called "the Contractor")..reference number of the Contract.....dated with you, for the execution of ...contract and brief description of Works (herein after called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum..... name of the currency and amount in figures*...(.... *amount in words*) is to be made against an advance payment guarantee.

At the request of the Contractor, we..... . *Name of the Bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....name of the currency and amount in figures*.....(..... *amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the day of**, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....
Seal of Bank and Signature(s)