

HEALTH POST CONSTRUCTION CONTRACT

This Agreement is made on 5th July, 2015 (20th Ashadh, 2072 B.S.)

Between

A: M/s **AMERICA NEPAL MEDICAL FOUNDATION**, whose registered address is at Maharajgunj, Chakrapath, Kathmandu, Nepal (hereinafter referred to as the **First Party**)

And

B M/s. **FIX IT ENGINEERING PVT. LTD., Kathmandu, Nepal**, whose registered address is at Maharajgunj, Kathmandu, Nepal (hereinafter referred to as the **Second Party**)

WHEREAS the First Party (client) has agreed to construct **Prefab Health Post Block** to be supplied and erected by the **Second Party** at 11 locations in Sindhupalchowk, Nepal

NOW THEREFORE, the parties here have hereby entered into this Agreement for supply and erection of **Prefab Health Post Block** under the following terms and conditions.

1. Description of the Prefab Health Post Block Works according to the guideline of Ministry of Health and Population:

Cost Estimation

S. No	Description	Quantity/Unit	Rate(NPR) /Unit	Total Amount (NPR)
1.	Two: Type 1 Health Posts (15.6m x 7.9m x 2.7m) Ten: Type 2 Health Posts (11.3m x 7.9m x 2.7m) Both consisting of fiber cement board (9mm heavy duty) panel in exterior and interior normal fiber cement board and all related civil works, sanitary works, electrical works, solar lighting, solar heating, septic tank, and all specified materials listed on the July 3rd Quotation Sheet.	Type 1: NPR 4423400.92 (x1) Type 2: NPR 3522485.17 (x10)	As per attached details	Type 1 NPR 4423400.9 rupees only Type 2 total NPR 35224851.7
Grand Total (Inclusive of 13%VAT)				39648253
Amount in words: NPR Thirty nine million six hundred and forty eight thousand two hundred and fifty three rupees only.				

Note:

- **13% VAT** is included on above Grand Total.

2. Price:

The price of **Prefab Health Post Block** shall be **NPR 39648253 (In Words: NPR Thirty nine million six hundred and forty eight thousand two hundred and fifty three rupees only).**

Inclusive of 13% VAT

3. Completion Period

- Deadline of the completion of the project will be 127 days after the signing of the contract between First party and Second party.

- **Payment Terms:**

The First Party shall release payment for the construction of prefabricated structure as follows:-

A. 20% of the quoted price shall be paid upon signing the agreement.

B. 30% of the quoted price shall be paid after completion of civil foundation works before the truss, roof, prefab wall, panel works, and doors/windows.

C. 30% of the quoted price shall be paid upon wall installation.

D. 15% of the quoted price shall be paid after completion of the project within two weeks.

E. 5% of total cost will be retained by First Party until one year after the completion of the health post building.

4. First Party shall look at the progress of the work. By 60 days if only less than 25 % work is completed, while being compliant with MOHP regulations, the First party will have the right to terminate the contract and ask another vendor to finish the project.
5. If Second Party does not deliver required building to First Party on date mutually agreed, for reasons the First Party deems unacceptable, a penalty of .05% of the total purchase price will be due by Second Party to First Party for every day that is late.

6. Necessary generator/ electricity will be provided free of cost by the First Party during the erection work.
7. Electricity supply problem or force majeure, including load shedding, bandhas and strikes, if occurred causing delay in work schedule, will automatically extend the time of the completion without additional cost to the First Party.
8. The Second Party must get the First Party's approval before commencing work that will cost additional funds.
9. Warranty: Second Party warrants and guarantees to First Party that all work will be in accordance with the Contract documents and will not be defective. If within a period of 5 years, any work is found to be defective, Second Party will promptly, without cost to First Party and in accordance with First Party's written instructions, either correct such defective work or replace the defective work with non-defective work. If Second Party does not promptly comply with the terms of such instructions, First Party may have the work removed or corrected with all direct, indirect, and consequential costs of such removal and replacements paid by the Second Party.
10. Breach. If Second Party breaches any obligations under this Contract, First Party may give Second party written notification identifying such breach. If Second Party has not cured such breach within seven (7) calendar days of receipt of written notification, First Party may terminate this contract and take possession of all work. Alternatively, instead of terminating the Contract, First Party may cure the breach and deduct the cost thereof from amounts otherwise owed to the Second Party.
11. In case, any matter is not covered by this Agreement, the same shall be amicably resolved between the two parties in the Kathmandu District Court.

For and on behalf of:

The First Party:

Dr. Jyoti Bhattarai
President
America Nepal Medical Foundation

Witness:

For and on behalf of:

Second Party:

Mr. Er Pashupati Shah
Director
Fix It Engineering Pvt. Ltd.

Witness: