



नेपाल सरकार  
प्रधानमन्त्री तथा मन्त्रिपरिषद्को कार्यालय  
**सार्वजनिक खरिद अनुगमन कार्यालय**

ताहाचल, काठमाडौं, नेपाल



प.सं.: ०७२/७३

च.नं.: ८२६

मिति: २०७३/०७/१२

विषय: बोलपत्र सम्बन्धी कागजातमा संशोधन ।

प्रस्तुत विषयमा सार्वजनिक खरिद ऐन, २०६३ को मिति २०७३।३।३० मा भएको पहिलो संशोधनमा गरिएको व्यवस्था बमोजिम यस कार्यालयबाट जारी भएका नमूना बोलपत्र सम्बन्धी कागजातहरू (मालसामान खरिद र निर्माण कार्य) मा संलग्न कागजात बमोजिमको संशोधन गरिएको हुँदा सम्पूर्ण सार्वजनिक निकायहरूलाई संशोधित व्यवस्था बमोजिमका प्रावधानहरू बोलपत्र सम्बन्धी कागजातहरूमा समावेश गर्नुहुन यो सूचना जारी गरिएको छ ।

  
(ऋषिराम पंगेनी)  
निर्देशक

The following provisions in Standard Bidding Documents (works) have been amended as per first amendment of Public Procurement Act, 2063. The details of amendment are as follows:

| Provision In              | Initial Provision  | Provision after Amendment  |
|---------------------------|--|--|
| ITB 19.6 (a)              | (a) A Bidder requests for withdrawal or modification of its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 18.2   | (a) A Bidder requests for withdrawal or modification of its bid as against of the ITB clause 24.3 during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 18.2   |
| ITB 21.1, b, iii          | 7, Declaration Letter-Mandatory  | Deleted.   |
| ITB 21.1, b, iii          | 11, Requirement – ‘mandatory’ replace by If Applicable   | 11, Remarks – ‘If Applicable’ replace by Non-submission of figures of Price Adjustment by the bidder shall not be considered for Price Adjustment  |
| ITB 21 Note vi, bb and cc | Clause 27.3  | Clause 27  |
| ITB 24.1, i, a            | (i) Bids submitted in hard Copy<br>a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2. The corresponding modification of the bid must accompany the respective written notice. All notices must be:   | (i) Bids submitted in hard Copy<br>a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be: |
| ITB 24.1 (i) (a) (bb)     | received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.   | received by the Employer 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 22.  |
| ITB 24.1 (ii) (a)         | E-submitted bids.<br>a) Bidder may submit modification or withdrawal through e-GP system by uploading PDF scan copy of their “Modification” or “Withdrawal letter duly signed by an authorized representative and a written Power of Attorney of the signatory for modification or withdrawal duly signed by Authorized representative of the firm/all partners in case of Joint venture. Once a Bid is withdrawn, bidder won’t be able to submit another bid response for the same bid. | E-submitted bids.<br>a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder shall not be able to submit another bid for the same bid.   |
| ITB 24.3                  | No bid may be withdrawn, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.   | In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior time of the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.  |



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|          |  | <p>In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p>  |
| ITB 32.5 | <p>If the bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p> | <p>In case of special evaluation in civil works, if the bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p>   |
| ITB 38   | <p>38.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security from A class Commercial Bank in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer. The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.</p>  | <p>38.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security as under mentioned from A class Commercial Bank in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer. The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) For the bid price less than 15 percent of the cost estimate, the performance security amount shall be determined as follows:</p> <p><b>Performance Security Amount = [ (0.85 x Cost Estimate - Bid Price) x 0.5] + 5% of Bid Price.</b></p> <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p> |
| ITB 39.4 |  | <p>If the bidder whose bid is accepted fails to sign the contract as stated ITB 39.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.</p>  |

| Section iv,<br>letter of bid<br>forms   | (m) We declare that, we have 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.  | (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.   |  |   |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |  |  |  |  |     |                                    |   |  |   |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |  |  |  |  |  |     |                                    |   |   |   |  |  |  |  |  |
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| Section III<br>Evaluation and<br>Qualification<br>Criteria<br><br>2.5 Personnel |  | In case the bidder proposes to consider Personnel that may be spared from committed/ongoing contracts for evaluation,<br><br>The bidder shall provide details of personnel which will be spared from such committed/ongoing contracts based on the physical progress at the date of bid submission. The details so submitted by the bidder and the physical progress of the ongoing contracts only the spared personnel shall be taken into the consideration during evaluation. |  |   |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |  |  |  |  |     |                                    |   |  |   |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |  |  |  |  |  |     |                                    |   |   |   |  |  |  |  |  |
| Section III<br>Evaluation and<br>Qualification<br>Criteria<br><br>2.6 Equipment | <p>2.6 Equipment</p> <p>The Bidder must demonstrate that it has the key equipment listed hereafter:</p> <table border="1" data-bbox="295 804 690 1152"> <thead> <tr> <th>No.</th> <th>Equipment Type and Characteristics</th> <th>Min. Number Requirement</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table> <p>The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV (Bidding Forms)</p> <p><b>Note:</b><br/>An inventory of construction equipment represents a high capital cost overhead to a contractor. Consequently, not all competent potential bidders will maintain an inventory of high-value items that are in suitable condition for major contracts. This is particularly so with management contractors, who undertake construction projects mainly by subcontracting. In most cases Bidders can readily purchase, lease, or hire equipment; thus, it is usually unnecessary for the assessment of a contractor's qualification to depend on the contractor's owning readily available items of equipment. The pass-fail criteria adopted should therefore be limited only to those bulky or specialized items that are critical for the type of project to be implemented, and that may be difficult for the contractor to obtain quickly. Examples may include items such as heavy lift cranes and piling barges, dredgers, tunnel boring machines, asphalt mixing plants, etc. Even in such cases, contractors may not own the specialized items of equipment,</p> | No.  | Equipment Type and Characteristics                                 | Min. Number Requirement                                 | 1 |  |  | 2 |  |  | 3 |  |  | 4 |  |  | 5 |  |  |  |  |  | <p>2.6 Equipment</p> <p>In case the Bidder proposes to consider Equipments that may be spared from committed/ongoing contracts for evaluation,</p> <p>The Bidder shall provide details of Equipments which will be spared from committed / ongoing contracts clearly demonstrating the availability of such equipments with respect to the physical progress of the ongoing contracts on the date of bid submission. Based on the details so submitted by the Bidder, only the spared equipments proposed for the contract shall considered for evaluation.</p> <p>In case of Equipments to be leased/hired the same procedure as mentioned above shall apply.</p> <p>The Bidder must demonstrate that it has the key equipment listed hereafter:</p> <p>i. For the equipments under Bidder's ownership</p> <table border="1" data-bbox="739 1440 1279 1757"> <thead> <tr> <th>No.</th> <th>Equipment Type and Characteristics</th> <th>Total Nos. of Equipments under Bidder's Ownership</th> <th>No. of Equipments engaged/proposed for ongoing/committed contracts</th> <th>Nos. of Equipments proposed for this contract</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p>ii. For the Equipments to be leased/hired</p> <table border="1" data-bbox="739 1829 1279 1971"> <thead> <tr> <th>No.</th> <th>Equipment Type and Characteristics</th> <th>Total Nos. of Equipments under the ownership of lease/hire provider</th> <th>No. of Equipments engaged/committed for other works</th> <th>Nos. of Equipments proposed to be leased/hired for this</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> | No. | Equipment Type and Characteristics | Total Nos. of Equipments under Bidder's Ownership | No. of Equipments engaged/proposed for ongoing/committed contracts | Nos. of Equipments proposed for this contract | 1. |  |  |  |  | 2. |  |  |  |  | 3. |  |  |  |  | 4. |  |  |  |  | 5. |  |  |  |  |  |  |  |  |  | No. | Equipment Type and Characteristics | Total Nos. of Equipments under the ownership of lease/hire provider | No. of Equipments engaged/committed for other works | Nos. of Equipments proposed to be leased/hired for this |  |  |  |  |  |
| No.   | Equipment Type and Characteristics   | Min. Number Requirement  |  |   |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |  |  |  |  |     |                                    |   |  |   |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |  |  |  |  |  |     |                                    |   |   |   |  |  |  |  |  |
| 1   |  |  |  |   |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |  |  |  |  |     |                                    |   |  |   |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |  |  |  |  |  |     |                                    |   |   |   |  |  |  |  |  |
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| 4   |  |  |  |   |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |  |  |  |  |     |                                    |   |  |   |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |  |  |  |  |  |     |                                    |   |   |   |  |  |  |  |  |
| 5   |  |  |  |   |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |  |  |  |  |     |                                    |   |  |   |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |  |  |  |  |  |     |                                    |   |   |   |  |  |  |  |  |
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| 2.  |  |  |  |   |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |  |  |  |  |     |                                    |   |  |   |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |  |  |  |  |  |     |                                    |   |   |   |  |  |  |  |  |
| 3.  |  |  |  |   |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |  |  |  |  |     |                                    |   |  |   |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |  |  |  |  |  |     |                                    |   |   |   |  |  |  |  |  |
| 4.  |  |  |  |   |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |  |  |  |  |     |                                    |   |  |   |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |  |  |  |  |  |     |                                    |   |   |   |  |  |  |  |  |
| 5.  |  |  |  |   |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |  |  |  |  |     |                                    |   |  |   |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |  |  |  |  |  |     |                                    |   |   |   |  |  |  |  |  |
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| No.   | Equipment Type and Characteristics   | Total Nos. of Equipments under the ownership of lease/hire provider  | No. of Equipments engaged/committed for other works                | Nos. of Equipments proposed to be leased/hired for this |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |  |  |  |  |     |                                    |   |  |   |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |    |  |  |  |  |  |  |  |  |  |     |                                    |   |   |   |  |  |  |  |  |
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and may rely on specialist subcontractors or equipment-hire firms. The availability of such subcontractors and of the specified equipment should be subject to verification prior to contract award. The terms of any lease or hire agreement for equipment should preferably include provision that the equipment will remain on the site (or be vested in the Employer) in the event of default of the Contractor, thereby ensuring more timely continuity of work by a replacement contractor.

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|    |  |  |  | contract |
| 1. |  |  |  |          |
| 2. |  |  |  |          |
| 3. |  |  |  |          |
| 4. |  |  |  |          |
| 5. |  |  |  |          |

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV (Bidding Forms)

The Bidder/Lease Owner shall be solely responsible for the data provided. However, this shall not limit the right of employer to verify the authenticity of submitted information.

*Note:*  
 An inventory of construction equipment represents a high capital cost overhead to a contractor. Consequently, not all competent potential bidders will maintain an inventory of high-value items that are in suitable condition for major contracts. This is particularly so with management contractors, who undertake construction projects mainly by subcontracting. In most cases Bidders can readily purchase, lease, or hire equipment; thus, it is usually unnecessary for the assessment of a contractor's qualification to depend on the contractor's owning readily available items of equipment. The pass fail criteria adopted should therefore be limited only to those bulky or specialized items that are critical for the type of project to be implemented, and that may be difficult for the contractor to obtain quickly. Examples may include items such as heavy lift cranes and piling barges, dredgers, tunnel boring machines, asphalt mixing plants, etc. Even in such cases, contractors may not own the specialized items of equipment, and may rely on specialist subcontractors or equipment-hire firms. The availability of such subcontractors and of the specified equipment should be subject to verification prior to contract award. The terms of any lease or hire agreement for equipment should preferably include provision that the equipment will remain on the site (or be vested in the Employer) in the event of default of the Contractor, thereby ensuring more timely continuity of work by a replacement contractor.

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|----------|---|---|
| GCC 23.2 | Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to the Adjudicator or Dispute Resolution Committee (DRC) by either Party as specified in the SCC within 15 days after the expiration of amicable settlement period. | Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period. |
| GCC 24   | Appointment of the Adjudicator/ DRC Members   | Deleted.  |
| GCC 25.1 | If a dispute is referred to the Adjudicator or the DRC then the adjudicator or the DRC shall give a decision in writing within 30 days of receipt of a reference of the dispute.  | Deleted.  |
| GCC 25.2 | Either party may refer a decision of the Adjudicator or DRC to an Arbitrator within 30 days of the Adjudicator's or DRC's written   | Deleted.  |

decision. If either party refers the dispute to arbitration within the above 30 days, the Adjudicator's or the DRC's decision shall be final and binding.

GCC 25.3

The Adjudicator or the DRC Members shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator or DRC.

Deleted.

GCC 57

57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following :

- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is

57.1 In no case, the Contractor shall terminate the Contract unilaterally without duly notifying the Employer.

57.2 The Employer may terminate the Contract at any time if the contractor;

- a. does not commence the work as per the Contract,
- b. abandons the work without completing,
- c. fails to achieve progress as per the Contract.

57.3 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.4 Fundamental breaches of Contract shall include, but shall not be limited to the following:

- (a) The Contractor uses the advance payment for matters other than the contractual obligations,
- (b) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- (d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- (e) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate;
- (f) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (g) the Contractor does not maintain a Security, which is required; and
- (h) the Contractor has delayed the completion



|                                       |   |  |
|---------------------------------------|---|--|
|                                       | <p>required; and</p> <p>(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC.</p> <p>(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 58.1.</p> <p>57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 57.2 above, the Project Manager shall decide whether the breach is fundamental or not.</p> <p>57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p> | <p>of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC.</p> <p>(i) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 58.1.</p> <p>57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 57.2 above, the Project Manager shall decide whether the breach is fundamental or not.</p> <p>57.6 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>57.7 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p> |
| GCC 60.2                              | <p>60.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p>  | <p>60.2 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, the performance security shall be forfeited by the Employer.</p> <p>In such case, amount to complete the remaining works as per the Contract shall be recovered from the Contractor as Government dues.</p>  |
| <b>Special Conditions of Contract</b> |   |  |
| GCC 23.2                              | <p><i>[Choose one of the following as applicable:]</i> Adjudicator <i>[ for contract price up to NRs. 100 million]</i> Or Dispute resolution committee (DRC) <i>[for contract price in excess of NRs. 100 million]</i></p>  | Deleted  |
| GCC 24.1                              | <p>The adjudicator shall be:.....<i>[insert the name of the Adjudicator if agreed by employer and contractor during contract agreement]</i></p>   | Deleted  |

