



नेपाल सरकार
स्थानीय विकास मन्त्रालय
स्थानीय पूर्वाधार विकास तथा कृषि सडक विभाग
सस्पेन्सन ब्रिज डिभिजन

फोन नं.:- ५५२४६८९
५५२४६८२
फ्याक्स नं.:-५५२७९४४

पत्र संख्या:-
चलानी नं.:-

मिति: २०६६/१२/२४

सूचना

विषय:- भोलेङ्गे पुल (LSTB) निर्माणको लागि ठेक्का सम्बन्धी कागजात (Standard Bidding Documents) मा परिमार्जन गरिएको सम्बन्धमा ।

प्रस्तुत विषयमा भोलेङ्गे पुल रणनीति २०६२ को अनुसूची-क को सि.नं. ७ मा रहेको Manual for Contractors (2005) अनुसार हाल लामो तरीको भो.पु.को लागि Construction Turnkey Package (CTP) अन्तर्गत हुने ठेक्कापट्टामा प्रयोग हुदै आएको Standard Bidding Document मा सार्वजनिक खरिद अनुगमन कार्यालयबाट तयार भएको Standard Bidding Document संग ठेक्का सम्बन्धी शर्तका मूलभूत कुराहरुमा एकरूपता ल्याउनको लागि र गत वर्षहरुमा भएका केही बोलपत्र आव्हान र ठेक्का संभौताका व्यवहारिक अनुभवहरुबाट र Pre-Bid Meeting मा उठाइएका सुभावहरु समेतबाट निर्माण व्यवसायीका योग्यताका आधारहरु र ठेक्का सम्बन्धी शर्तहरुमा केही परिमार्जन गर्न सान्दर्भिक र उपयुक्त हुने भएकोले स्थानीय पूर्वाधार विकास तथा कृषि सडक विभागको मिति ०६५/९/१६ र मिति ०६६/९/२० को निर्णय अनुसार तपसिल बमोजिमको परिमार्जन गरिएकोले सम्बन्धित सबैको जानकारीको लागि अनुरोध छ ।

तपसिल

१. मिति २०६५/९/१६ को निर्णय अनुसार भएको परिमार्जन:

क्र. सं.	बुँदा/दफा नं.	ठेक्का सम्बन्धी कागजातमा यस अघि भएको व्यवस्था	हाल परिमार्जन गर्न लागिएको प्रस्तावित व्यवस्था	परिमार्जन गर्नुपर्ने कारण/पुष्ट्याई
१		निर्माण व्यवसायीका योग्यताका आधार		
क.	Sec III-Bidding Data Sheet (BDS) 1. Introduction ITB 3.1 (iii)	Enlisted by Trail Bridge Section/DoLIDAR. However considering the specific type of work to be done in this sector, only Contractor with, at least previous experience of minimum two works, successfully completed Long Span Type Bridges or former Suspension Bridge type in the related field within last <u>five years</u> are eligible to apply individually. only Contractor with, at least previous experience of minimum two works, successfully completed Long Span Type Bridges Standard or former Suspension Bridge Division (SBD) type in the related field within last <u>10 (Ten) years</u> are eligible to apply individually. The maintenance works shall not be counted for required experience as mentioned above.	साधारणतया ठेक्कापट्टाबाट LSTB भोलेङ्गे पुल निर्माण कार्य जिल्लाहरुबाट एकदमै कम निर्माण हुने गरेका, ठेक्कापट्टाबाट LSTB पुलहरु निर्माण गर्ने Suspension Bridge Division मात्र प्रमुख निकाय रहेको र केही समय अघिको द्वन्दकालिन अवस्थामा सो प्रकृतिका पुलहरु न्यून संख्यामा सम्पन्न भएकोले प्रतिस्पर्धा सिमित हुन गएकोले प्रतिस्पर्धा बढाउनको लागि जरुरी देखिएको ।

ख.	<p><u>Sec III-Bidding Data Sheet (BDS)</u> 1. Introduction ITB 4.4 (a) <u>CONTRACTOR:</u></p>	<p>The Bidder shall have suitably qualified & experienced personnel to fill the following positions to work full time at site during the execution of this project <u>CONTRACTOR:</u> Team Leader /Coordinator (Engineer) - One <i>With minimum Three Years of experience in Trail Bridge construction works</i> Construction Supervisor (Overseer) -One <i>With minimum Three Years of experience in Trail Bridge construction works.</i> Bridge Fitter (Mechanics) - One <i>With minimum Three Years of experience in Trail Bridge construction works.</i></p>	<p>The Bidder shall have suitably qualified & experienced personnel to fill the following positions to work full time at site during the execution of this project <u>CONTRACTOR:</u> Team Leader /Coordinator (Engineer) - One <i>With minimum experience of Successfully Completion of 1 (one) Long Span Type Bridge (LSTB) or former SBD type Bridge</i> Construction Supervisor (Overseer) -One <i>With minimum experience of Successfully Completion of 2 (two) Long Span Type Bridge (LSTB) or former SBD type Bridge</i> Bridge Fitter (Mechanics) - One <i>With minimum experience of Successfully Completion of 1 (one) Long Span Type Bridge (LSTB) or former SBD type Bridge</i></p>	<p>भो.पु. निर्माणमा तीन वर्ष अनुभव भएका प्राविधिकहरु गैर सरकारी क्षेत्रमा अत्यन्त न्यून संख्यामा रहेकाले कम्तीमा एउटा भो.पु. सफलतापूर्वक सम्पन्न गरेको प्राविधिकबाट भो.पु. निर्माण हुनसक्ने देखिएकोले ।</p>
ग.	<p><u>Sec III-Bidding Data Sheet (BDS)</u> 1. Introduction ITB 4.4 (a) <u>FABRICATOR:</u></p>	<p>The Bidder shall have suitably qualified & experienced personnel to fill the following positions to work full time at site during the execution of this project <u>FABRICATOR:</u> Workshop Engineer - One <i>With minimum Three Years of experience in Trail Bridge construction works.</i> Foreman/Overseer/Mechanics - Two <i>With minimum Three Years of experience in Trail Bridge construction works.</i> Trained Welder - Four <i>With minimum Three Years of experience in Trail Bridge construction works.</i> Skilled/Semi-skilled Laborers - Ten <i>With minimum Three Years of experience in Trail Bridge construction works.</i></p>	<p>The Bidder shall have suitably qualified & experienced personnel to fill the following positions to work full time at site during the execution of this project <u>FABRICATOR:</u> Workshop Engineer - One <i>With minimum Three Years of experience in Trail Bridge Fabrication works.</i> Foreman/Overseer/Mechanics - Two <i>With minimum Three Years of experience in Trail Bridge Fabrication works.</i> Trained Welder - Four <i>With minimum Three Years of experience in Trail Bridge Fabrication works.</i> Skilled/Semi-skilled Laborers - Ten <i>With minimum Three Years of experience in Trail Bridge Fabrication works.</i></p>	<p>Fabricator संग हुनुपर्ने दक्ष जनशक्तिको भो.पु. निर्माणमा अनुभव नभए समस्या पर्दैन, नहुन पनि सक्छ तर भो.पु. Fabrication को अनुभव भने हुनुपर्दछ ।</p>
घ.	<p>Sec VI – Schedule of Requirement (SoR) 2 (2.1) Fabricator's Experience and Performance</p>	<p><i>A Fabricator should have minimum experience of five number of successfully completed fabrication of steel parts of LSTB Bridges.</i></p>	<p><i>A Fabricator should have minimum experience of successfully fabricated minimum 5 nos. of (LSTB) or former SBD types steel parts Within 10 (Ten) years.</i></p>	<p>Technical Proposal को A.3.3. मा फेब्रिकेटरको अनुभवमा Last Five years लेखिएको र माथि बुँदा “क” मा औल्याइए जस्तै विगत ५ वर्षभित्र न्यून संख्यामा LSTB पुलहरु सम्पन्न भएकोले प्रतिस्पर्धाको दायरा फराकिलो पार्न जरुरी देखिएको ।</p>

र. क.	Sec V – Special Conditions of Contract (SCC) 12. Payment (GCC Clause 42 and 51) 12.1 (a)	भूक्तानी सम्बन्धी व्यवस्था The Employer shall pay to the Contractor as a mobilization, an amount not exceeding to 15% of the total contract amount for the package against a provision of a bank guarantee valid for a period to cover till such advance is recovered (at least 6 months), upon such demand made by the Contractor and within a fortnight.	The Employer shall pay to the Contractor as a mobilization, an amount not exceeding to 20% of the total contract amount for the package against a provision of a bank guarantee valid for a period to cover till such advance is recovered (at least 6 months), upon such demand made by the Contractor and within a fortnight.	सार्वजनिक खरिद नियमावली २०६४ को नियम ११३ उप-नियम (२) मा बढिमा २०% सम्म पेशकी दिन सकिने प्रावधान रहेकोले नियमावली अनुसार कै व्यवस्था राख्दा उपयुक्त हुने । Pre-Bid meeting मा पटक पटक माग भई आएको ।
ख.	Sec V – Special Conditions of Contract (SCC) 12. Payment (GCC Clause 42 and 51) 12.1 (b)	An amount up to 40% of the total contract amount for the package shall be paid (15% of the mobilization advance will be deducted) within 30 days after submission of the Inspection Certificate from Employer's Engineer and Quality Assurance Documents from the Contractor stating that the steel parts are fabricated according to the Employer's requirement and the standard specification. Inspection Certificate shall be issued by the Employer's Engineer. The payment will be made either after all the fabricated steel parts are transported to the site or additional Bank Guarantee equivalent to 25% of the total contract amount is produced after fabrication work is completed in the workshop	An amount up to 40% of the total contract amount for the package shall be paid (20% of the mobilization advance will be deducted) within 30 days after submission of the Inspection Certificate from Employer's Engineer and Quality Assurance Documents from the Contractor stating that the steel parts are fabricated according to the Employer's requirement and the standard specification. Inspection Certificate shall be issued by the Employer's Engineer. The payment will be made either after all the fabricated steel parts are transported to the site or additional Bank Guarantee equivalent to 20% of the total contract amount (with minimum 90 days validity period) is produced after fabrication work is completed in the workshop	बढिमा ४०% भूक्तानी गर्दा शुरुमा मोबिलाइजेशन लिंदा २०% बैंक ग्यारेण्टी राखिएकोले थप २०% बैंक ग्यारेण्टी राखे पुग्ने भएकोले । भूक्तानी लिई सकेपछि सामान साईटमा छिटो पुऱ्याउने तर्फ ठेकेदारबाट प्रयास नभएकोले बैंक ग्यारेण्टी बराबर नविकरण गर्नुपर्ने भएकोले ।
ग.	Sec V – Special Conditions of Contract (SCC) 12. Payment (GCC Clause 42 and 51) 12.1 (c)	An amount up to 20% of the total contract amount for the package shall be paid within 30 days after receipt of the Progress Report with Quality Assurance (QA) documentation from the Contractor and Civil Work Inspection Form issued by Employer's Engineer certifying that the camp installation, layout and excavation of all foundations have been completed. The QA documentation shall contain chronological photographs illustrating complete foundations of all anchorage blocks with staff and measuring tape (graduation on staff/measuring tape shall be easily readable on photographs) confirming the dimensions of the foundation pit (length, breadth, front and back height).	An amount up to 20% of the total contract amount for the package shall be paid within 30 days after receipt of the Progress Report with Quality Assurance (QA) documentation from the Contractor and Civil Work Inspection Form issued by Employer's Engineer certifying that the camp installation, layout and excavation of all foundations have been completed, all steel parts have been transported to the site and all local constructions materials have been collected at the site. The QA documentation shall contain chronological photographs illustrating complete foundations of all anchorage blocks with staff and measuring tape (graduation on staff/measuring tape shall be easily readable on photographs) confirming the dimensions of the foundation pit (length, breadth, front and back height).	साईटमा भए गरेका काम भन्दा धेरै बढि रकम भूक्तानी नहोस् भन्ने उद्देश्यले यो व्यवस्था हुनु उपयुक्त हुने ।
घ.	Sec V – Special Conditions of Contract (SCC) 12. Payment (GCC Clause 42 and 51) 12.1 (d)	An amount up to 20% of the total contract amount shall be paid within 28 days after receipt of the Work Completion Report with Quality Assurance (QA) documentation from the Contractor and remaining 20% of the contract amount shall be paid within 28 days of Work Completion Certificate issued by the Employer's Engineer after final checking of the completed bridge provided the works are acceptable in all aspect.....	An amount up to 20% of the total contract amount shall be paid within 28 days after receipt of the Work Completion Report with Quality Assurance (QA) documentation from the Contractor and on recommendation of UCE/Site Engineers, Remaining 20% of the contract amount shall be paid within 28 days of Work Completion Certificate issued by the Employer's Engineer after final checking of the completed bridge provided the works are acceptable in all aspect.....	ठेकेदारको WCR मात्रैमा भर नपर्न UCE/Site Engineer को प्रतिवेदन समेत समावेश गर्न उपयुक्त हुने ।
ङ.		Maintenance को हकमा भूक्तानी प्रकृया स्पष्ट नभएको ।	कामको प्रकृति र परिमाण अनुसार छुट्टाछुट्टै भूक्तानी विवरण सम्बन्धित सार्वजनिक निकायले बनाई सम्झौतामा समेत स्पष्ट उल्लेख गर्ने ।	नयाँ निर्माण र मर्मतमा कामको प्रकृति र परिमाण फरक हुने हुनाले नयाँ निर्माणको Mode of payment मर्मत कार्यमा उपयुक्त नहुने भएकोले ।

३		अन्य व्यवस्था		
क.	Sec III-Bidding Data Sheet (BDS) 1. Introduction ITB 1.2	Intended Completion Date shall be: Eight (8) month from signing the contract or..... [insert completion date]	Intended Completion Date shall be <u>Upto Fifteen (15) months</u> from signing the contract or..... [insert completion date] (The time period is variable and depends upon the Span, Location & Cost of the Project)	पुलको अत्यधिक मागको आधारमा उपलब्ध श्रोत कम भएको, केन्द्रबाट लामो र जटिल प्रकृतिका पुलहरू मात्र निर्माण गरिने भएकोले स्वभाविक रूपमा लागत बढि हुने गरेकोले १२ महिनामा सम्पन्न गर्न २ आ.व. भित्र आवश्यक रकम जुटाउन नसकिएकोले १५ महिना अवधि दिदा ३ आ.व.सम्म पुल निर्माण गर्न सकिने गरी बजेट विनियोजन गर्न सकिने भएको साथै तुलनात्मक रूपमा ठूला पुलहरू र दुर्गम क्षेत्रमा सामान दुवानीमा हुने कठिनाईका कारण १२ महिनामा सम्पन्न गर्न व्यवहारिक रूपमा कठिनाई भै सबै जसोमा म्याद थप्नु परेको विगतको यथाथलाई समेत दृष्टिगत गरी प्रस्तावित परिमार्जन गर्न खोजिएको ।
क. सं. ख.	बुँदा/दफा नं.	ठेक्का सम्बन्धी कागजातमा यस अधि भएको व्यवस्था मूल्य समायोजन सम्बन्धमा कुनै प्रावधान नराखिएको ।	हाल परिमार्जन गर्न लागिएको प्रस्तावित व्यवस्था As the contract being a TURNKEY Package and fixed or Lumpsum contract, there will be no provision for price adjustment in case of price escalation or price reduction of construction materials whatever may be the project duration either below 15 months or more than that.	परिमार्जन गर्नुपर्ने कारण/पुष्ट्याई सार्वजनिक खरिद ऐन २०६३ को दफा ५५ को उप-दफा (२) मा भएको व्यवस्था अनुसार ।

२. मिति २०६६/९/२० को निर्णय अनुसार भएको परिमार्जन:

क. सं.	बुँदा/दफा नं.	ठेक्का सम्बन्धी कागजातमा यस अधि भएको व्यवस्था	हाल परिमार्जन गर्न लागिएको प्रस्तावित व्यवस्था	परिमार्जन गर्नुपर्ने कारण/पुष्ट्याई
१	Instructions to Bidders (ITB) & Bidders Qualification			
क.	Sec II-Instructions to Bidders (ITB) 4.3. Qualification of Bidder ITB 4.3	Salient about PAN and VAT Registration of J/V	g. If a Bidder selected for contract award is a joint venture association then such JV shall register with the Inland Revenue Office for the Permanent Account Number(PAN) and Value Added Tax (VAT)	यदि जे/भी फर्मलाई Contract Award गरिएमा जे/भी फर्मका छुट्टै VAT र PAN दर्ता हुनु पर्ने भएकोले ।
ख.	Sec II-Instructions to Bidders (ITB) 4.3. Qualification of Bidder ITB 4.4	a. successful experience as prime contractor in the construction of at least two trail bridges in the last ten years. b. proposals for the timely acquisition of the essential equipment & personnel listed in the Bidding Data Sheet . c. a Coordinator/Team Leader with at least experience of successfully completion of 1 LSTB or former SBD type trail bridge construction d. liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the Bidding Data Sheet .	4.4 All Bidders shall provide Qualification Information. To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria: a. general Work Experience as a sole prime contractor or management contractor or partner of joint venture association or sub contractor as specified in Bidding Data. b. average annual volume of construction work completed as a sole prime contractor or management contractor or partner of joint venture association or sub contractor in the last ten years of at least the amount specified in the Bidding Data. c. successful experience as prime contractor in the construction of at least two trail bridges in the last ten years. d. proposals for the timely acquisition (own, lease or hire etc.) of the essential equipment & personnel listed in the Bidding Data Sheet ; e. a Coordinator/Team Leader with at least experience of successfully completion of 1 LSTB or former SBD type trail bridge construction f. liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the Bidding Data Sheet .	सार्वजनिक खरिद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाईएको ।

ग.	Sec II-Instructions to Bidders (ITB) 4.5. Qualification of Bidder ITB 4.5	4.5 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria above; however, for a joint venture to qualify, leading partner shall be beared by at least 40 percent and following partners must meet at least 25 percent of minimum criteria mentioned above in clause 4.4 (a) & (d) for an individual Bidder. The required qualifications mentioned in clause 4.4 (b) & (c) shall be the sum of qualifications of all J/V partners. Failure to comply with this requirement will result in rejection of the joint venture's bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.	4.5 The figures of each of the partners of a joint ventures shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4 above. However, for a joint venture to qualify, each of it's partners must meet the qualifying criteria of 4.4 (a); at least the percentage specified in Bidding Data of minimum criteria Sub -Clause 4.4 (b) and (f) for an individual Bidder and the partner in charge at least the percentage specified in the Bidding Data of minimum criteria of Sub - Clause 4.4 (b); 4.4(c) and 4.4 (f). Failure to comply with this requirement will result in rejection of the joint venture's bid. Subcontractor's experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the Bidding Data. 4.6 The values of Turnover pursuant to Sub-Clause 4.4 (b) shall be brought to the current value using the annual inflation rate (National Urban Consumer Price Index; Overall Index) published by Nepal Rastra Bank.	सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाइएको ।
घ.	Sec II-Instructions to Bidders (ITB) E. Bid Opening and Evaluation 23. Bid Opening	23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.	First envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next envelopes marked "Modification" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at the bid opening shall be considered further.	सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाइएको ।
ङ.	Sec II-Instructions to Bidders (ITB) 18.1. Formats and Signing of Bid	18.1 The Bidder shall prepare one set of the documents comprising the bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the form of bid.	The Bidder shall prepare one original and one duplicate copy of the bid comprising the documents as described in Clause 12 of the Instructions to Bidders, bound with the volume containing the form of bid.	सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाइएको ।
च.	Sec II-Instructions to Bidders (ITB) 19.1 Sealing and Marking of Bids	19.1 The Bidder shall seal the bid in an envelope and shall: a. be addressed to the Employer at the address provided in the Bidding Data Sheet ; b. bear the name and identification number of the Contract as defined in the Bidding Data Sheet ; and c. provide a warning not to open before the specified time and date for bid opening as defined in the Bidding Data Sheet .	The Bidder shall submit one original and a duplicate copy of the bid. These bids shall be placed in sealed envelopes. Both the sealed envelopes shall be placed in an outer envelope which shall also be sealed. The inner envelopes shall duly be marked as 'Original' and 'Copy'. The envelopes shall be addressed to the Employer at the address provided in the Bidding Data and bear the name and identification number of the contract.	सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाइएको ।
छ.	Sec II-Instructions to Bidders (ITB)	Salient about Conduct of Bidders and Blacklisting Bidders	Clause 33 Conduct of Bidders and Clause 34 Blacklisting Bidders are to be added as per PPMO Standard Bidding Document	सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाइएको ।
२	Bidding Data Sheet (BDS)			
क.	Sec III-Bidding Data Sheet (BDS) 1. Introduction ITB 1.2	Intended Completion Date shall be: Fifteen (15) months from signing the contract.	Intended Completion Date shall be: Eighteen (18) to Twenty-Four (24) months from the Date of signing the contract. (Depending upon the location, type & span of the bridges)	विगतका अनुभवहरूबाट १५ महिनामा पुल सम्पन्न हुन नसकिे अधिकांशमा म्याद थप गर्नु पर्ने अवस्था आएकोले ।
ख.	Sec III-Bidding Data Sheet (BDS) 1. Introduction ITB 3.1	iii. Enlisted by Trail Bridge Section/DoLIDAR. However considering the specific type of work to be done in this sector, only Contractor with, at least previous experience of minimum two works, successfully completed Long Span Type Bridges or former Suspension Bridge type in the related field within last five years are eligible to apply individually. However, to encourage the new comers to work and acquire the required experience, they <i>can bid for any such bid, but in a joint venture (JV) with any eligible Contractor</i> . In case of a JV or support from another Contractor, a JV agreement or a MOU signed between the concerned parties shall be made available. The leading Contractor shall be defined and it shall submit its letter of intent in consensus with other	iii. <i>"Enlisted by Trail Bridge Section/DoLIDAR" is to be removed." at least previous experience of minimum two works, successfully completed Long Span Type Bridges or former Suspension Bridge type in the related field within last ten years are eligible to apply individually." (has been already changed by the decision of DoLIDAR dated 2065/9/16)</i> However, to encourage the new comers to work and acquire the required experience, they <i>can bid for any such bid, but in a joint venture (JV) with other Contractor/Contractors</i> . The eligibility criteria of lead partner and following partners are as specified in Section II, ITB (4.5). In case of a JV or support from another Contractor, a JV agreement or a MOU signed between the concerned parties shall be made available. The leading Contractor shall be defined and it shall submit its letter of intent in consensus with other Contractor/Contractors.	iii. साधारणतया ठेक्कापट्टाबाट LSTB भोलुङ्गे पुल निर्माण कार्य जिल्लाहरूबाट एकदमै कम निर्माण हुने गरेका, ठेक्कापट्टाबाट LSTB पुलहरू निर्माण गर्ने Suspension Bridge Division मात्र प्रमुख निकाय रहेको र केही समय अघिको दृन्दकालिन अवस्थामा सो प्रकृतिका पुलहरू न्यून संख्यामा सम्पन्न भएकोले प्रतिस्पर्धा सिमित हुन गएकोले प्रतिस्पर्धा बढाउनको लागि जरुरी देखिएको ।

		Contractor. iv. The number of package that can be offered to any one contractor is limited to Two (2) numbers of bridges in a single running fiscal year or Contractor will not be allowed to have more than Two contracts for trail bridges at any time.	iv. This provision is to be removed.	iv. साथै सिमित निर्माण व्यवसायीहरू मात्र भएको क्षेत्रमा र बटा पुल निर्माणको काम हातमा भएको निर्माण व्यवसायीले अरु थप पुल नपाउँदा फेरी पनि प्रतिस्पर्धा सिमित नै हुने देखिएकोले तथा अन्यत्र यस्तो प्रावधान समेत नभएकोले ।
ग.	To be added in New Bidding Data Sheet ITB 4.4		(a) General Work Experience: Construction experiences for at least the last 10 years prior to the applications submission deadline. (b) Minimum average annual turnover for the best 3 years in the last 10 years : <i>[enter amount in NRs excluding VAT--This amount is usually not less than 1.5 times the estimated annual cash flow for the contract.]</i> (c) already in BDS (d) already in BDS (e) already in BDS (f) already in BDS	सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाइएको ।
	ITB 4.5		4.5 Percentage to be met by each J/V Partner of minimum criteria 4.4(b) and (f): 25% Percentage to be met by the J/V Partner in-Charge of minimum criteria 4.4(b), (c) and (f): 40%	सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाइएको ।
रे.	General Conditions of Contract (GCC)			
क.	1. Defination	not defined	dd) "Force Majeure" means an exceptional event or circumstance which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.	सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाइएको ।
ख.	5. Delegation	5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.	5. Employer's Representatives 5.1 Authorized Person One of the Employer's personnel shall have authority to act for Project Manager. The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor. The authorized person shall be as stated in the SCC, or as otherwise notified by the Employer to the contractor. 5.2 Employer's Representative The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the SCC, or notified by the Employer to the contractor from time to time. The Employer shall notify the contractor of the delegated duties and authority of this Employer's representative.	सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाइएको ।
ग.	6. Communication	6.1 Communications between parties that are referred to in the Conditions of Contract shall be effective only when in writing. A notice shall be effective only when it is delivered.	6.1 Where provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the SCC as shall not be unreasonably withheld or delayed. If a notice given pursuant to Sub-Clause 6.1 fails to be delivered due to failure to trace the address of the party then the notice shall be published as public notice in a National daily newspaper and when the notice is so published then the notice shall be considered to be delivered to the concerned party.	सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाइएको ।
घ.	13. Insurance	13.1 The Contractor shall responsible for necessary insurance coverage from the Start Date to the end of the Defects Liability Period for the following events which are due to the Contractor's risks: a) loss of or damage to the Works, Plant and Materials; b) loss of or damage to Equipment; c) loss of or damage to property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and personal injury or death. 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project	14.1 Extent of Cover The contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a. for loss and damage to the Works, Materials, Plant and the contractor's Equipment, b. for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the contractor's performance of the Contract, including the contractor's liability for damage to the Employer's property other than the Works, and c. for liability of both Parties and of any Employer's representative for death or injury to the contractor's personnel except to the extent that liability arises from the	सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाइएको ।

		<p>Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p> <p>13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.</p> <p>13.5 Both parties shall comply with any conditions of the insurance policies.</p>	<p>negligence of the Employer, any Employer's representative or their employees.</p> <p>14.2 Arrangements All insurances shall conform with any requirements detailed in the SCC. The policies shall be issued by insurers and in terms approved by the Employer. The contractor shall provide the Employer with evidence that any required policy is in force and that the premiums have been paid. All payments received from insurers relating to loss or damage to the Works shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.</p> <p>14.3 Failure to Insure If the contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clauses, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the contractor.</p>	
झ.	16. Contractor to Construct the Works	<p>16.1 The Contractor shall construct and install the Works in accordance with the Terms of Reference, Technical Specifications and Drawings.</p>	<p>16.1 The Contractor shall construct and install the Works in accordance with the contract, Terms of Reference, Technical Specifications and Drawings. The contractor shall provide all supervision, labour, Materials, Plant and contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer. During continuance of the of the contract, the contractor and his sub-contractors shall abide at all times by all labour laws, including child labour related enactments, and rules made there under. A child who has not attained the age of fourteen (14) years shall not be employed in any work as a labourer.</p> <p>16.2 Contractor's Representative The contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the contractor.</p>	सर्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाईएको ।
च.	23. Instructions	<p>23.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the laws of Nepal.</p> <p>23.2 The Contractor shall permit the Donor Agency to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by the auditors.</p>	<p>23. Employer's Instructions</p> <p>23.1 The Contractor Shall comply with all instructions given by the employer in respect of the works including suspension of all or part of the works.</p>	सर्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाईएको ।
छ.	24. Disputes	<p>24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.</p>	<p>24. Resolution of Disputes</p> <p>24.1 Adjudication If any dispute shall arises out of or in connection with the Contract, including any valuation or other decision of the Employer, then the parties shall attempt to settle such dispute amicably within 15 days of the notification of the Employer's decision. However if the dispute is not settled amicably or no attempt is made to settle the dispute amicably then the dispute shall be referred by either Party to adjudication in accordance with the attached Rules of Adjudication ("The Rules"). The adjudicator shall be any person agreed by the Parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Rules.</p> <p>24.2 Notice of Dissatisfaction If a Party is dissatisfied with the decision of the adjudicator or if no decision is given within the time set out in the Rules, the Party may give notice of dissatisfaction referring to this Sub-Clause within 30 days of receipt of the decision or the expiry of the time for the</p>	सर्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाईएको ।

			<p>decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.</p> <p>24.3 Arbitration A dispute which has been the subject of a notice of dissatisfaction, as per sub clause 24.2 shall be referred to a single arbitrator under the rules specified in the SCC. In the absence of agreement, the arbitrator shall be designated by the appointing authority specified in the SCC. Any hearing shall be held at the place specified in the SCC and in the language referred to in Sub-Clause 3.1</p>	
ज.	E. Finishing the Contract 51. Taking Over	51.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a Certificate of Completion.	51.1 The Employer shall notify the contractor when he considers that the contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly. The Employer shall take over the Works upon the issue of this notice. The contractor shall promptly complete any outstanding work and, subject to Clause 37, clear the Site.	सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document सग मिलाईएको ।
फ.	53. Termination	<p>53.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>53.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ol style="list-style-type: none"> The Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorised by the Project Manager. The Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days. The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. A payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate. 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. The Contractor does not maintain a Security, which is required. <ol style="list-style-type: none"> 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 <u>SCC</u>. If the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in 	<p>53.1 Default by Contractor If the contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default. If the contractor has not taken all practicable steps to remedy the default within 15 days after the contractor's receipt of the Employer's notice, the Employer may, by a second notice given within a further 22 days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind Materials and Plant and any contractor's Equipment which the Employer instructs in the second notice to be used until the completion of the Works.</p> <p>53.2 Default by Employer If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 7 days after the Employer's receipt of this notice, the contractor may suspend the execution of all or parts of the Works. If the default is not remedied within 30 days after the Employer's receipt of the contractor's notice, the contractor may, by a second notice given within a further 22 days, terminate the Contract. The contractor shall then demobilize from the Site.</p> <p>53.3 Insolvency If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The contractor shall then demobilize from the Site leaving behind, in the case of the contractor's insolvency, any contractor's Equipment which the Employer instructs in the notice is to be used until the completion of the Works.</p> <p>53.4 Termination by Convenience Notwithstanding the above, the Employer shall be entitled to terminate the Contract in public interest, at any time at the Employer's convenience, by giving notice of such termination to the contractor.</p>	सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document सग मिलाईएको ।

		<p>contract execution.</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid Prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.</p> <p>i. The Contractor does not comply with Clause 10.</p> <p>53.3 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 Sub-Clause 53.2 above, the Project Manager shall decide whether the breach is fundamental or not.</p> <p>53.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>53.5 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>		
ब.	54. Payment upon Termination	<p>54.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>54.2 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>After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:</p> <p>a. any sums to which the contractor is entitled under Sub-Clause 43.2,</p> <p>b. any sums to which the Employer is entitled,</p> <p>c. if the Employer has terminated under Sub-Clause 53.1 or 53.3, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination,</p> <p>d. if the contractor has terminated under Sub-Clause 53.2 or 53.3, the contractor shall be entitled to the Cost of his suspension and demobilization together with a sum equivalent to 10% of the value of those parts of the Works not executed at the date of termination</p> <p>The net balance due shall be paid or repaid within 30 days of the notice of termination. However if the termination is due to Sub Clause 53.1, then the whole amount shall be suspended until the works could be completed by another contractors or force account.</p>	<p>सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाईएको ।</p>
ट.	69. Risk and Responsibility	not defined	<p>69.1 Contractor's Care of the Works</p> <p>The contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 51.1. Responsibility shall then pass to the Employer. If any loss or damage occurs to the Works during the above period, the contractor shall rectify such loss or damage so that the Works conform to the Contract.</p> <p>Unless the loss or damage occurs as a result of an Employer's Liability, the contractor shall indemnify the Employer, the Employer's contractors, agents and employees against all loss or damage happening to the Works and against all claims or expense arising out of the Works caused by a breach of the Contract, by negligence or by other default of the contractor, his agents or employees.</p> <p>69.2 Force Majeure</p> <p>If a Party is or shall be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the contractor</p>	<p>सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाईएको ।</p>

			<p>shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilize the contractor's Equipment.</p> <p>If the event continues for a period of 90 days, either Party may then give notice of termination which shall take effect 30 days after the giving of the notice. After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:</p> <ol style="list-style-type: none"> any sums to which the contractor is entitled under Sub-Clause 43.2, the Cost of his suspension and demobilization, any sums to which the Employer is entitled. The net balance due shall be paid or repaid within 30 days of the notice of termination. 	
घ.	70. Conduct of Bidders	not defined	<p>70.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.</p> <p>70.2 The Bidder shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ol style="list-style-type: none"> give or propose improper inducement directly or indirectly, distortion or misrepresentation of facts engaging or being involved in corrupt or fraudulent practice interference in participation of other prospective bidders. coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price.. contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract 	सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाइएको ।
ङ.	71. Blacklisting Bidders	not defined	<p>71.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:</p> <ol style="list-style-type: none"> if it is proved that the bidder committed acts pursuant to the Sub – Clause 70.2, if the bidder fails to sign an agreement pursuant to ITB Sub – clause 32.5, if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract , if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract. if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information, other acts mentioned in the Bidding Data. <p>71.2 A firm declared blacklisted and ineligible by the GoN shall be ineligible to bid for a contract during the period of time determined by the PPMO.</p>	सार्वजनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाइएको ।

४.	Special Conditions of Contract (SCC)			
क.	Table of Clauses	to be added	20. Resolution of Disputes (GCC Clause 24)	सावर्जनिक खरीद अनुगमन कार्यालयबाट प्रकाशित Standard Bidding Document संग मिलाइएको ।
	1. Definitions (GCC Clause 1)	<p>1.4 The name and identification number of the Contract is: Long Span Trail Bridges construction under Construction Turnkey Package (CTP) IFB/Contract number</p> <p>The Works consist of Long Span Trail Bridges construction under turnkey package. The number of packages that can be offered to any one contractor is limited to Two (2) numbers of bridges in a single running fiscal year.</p> <p>1.6 Defect Liability Period shall be: Six (6) Months from the completion date.</p>	<p>1.4 The name and identification number of the Contract is: Long Span Trail Bridges construction under Construction Turnkey Package (CTP) IFB/Contract number</p> <p>The Works consist of Long Span Trail Bridges construction under turnkey package.</p> <p>1.6 Defect Liability Period shall be: Twelve (12) Months from the completion date.</p>	सिमित निर्माण व्यवसायीहरु मात्र भएको क्षेत्रमा २ वटा पुल निर्माणको काम हातमा भएको निर्माण व्यवसायीले अरु थप पुल तथा उंदा फेरी पनि प्रतिस्पर्धा सिमित नै हुने देखिएकोले तथा अन्यत्र यस्तो प्रावधान समेत नभएकोले ।
	20. Resolution of Disputes	to be added	<p>20.1 For Adjudication (GCC Clause 24.1) appointing authority shall be Nepal Council of Arbitration (NEPCA).</p> <p>20.2 For Arbitration (GCC Clause 24.3) appointing authority shall be NEPCA and Place for Arbitration shall be Kathmandu Valley and language shall be English and or Nepali.</p>	GCC मा उल्लेख भएको तर SCC मा छुट्टन गएकोले फेरी थपिएको ।
५	विविध			
	Other Sections of the Bidding Documents are to be corrected on the basis of above made correction.			