



बोलपत्र कागजात तयारी (निर्माण)

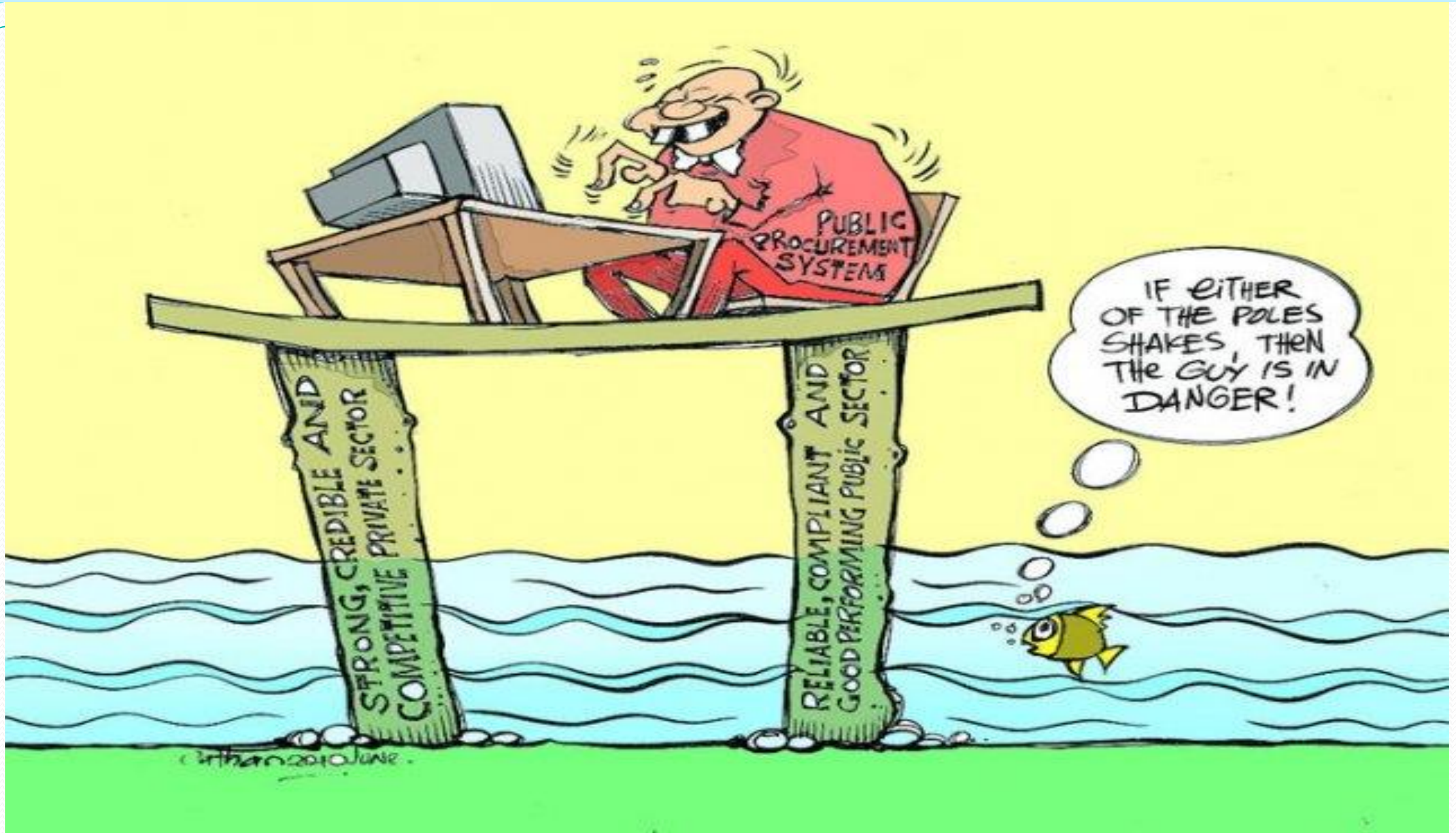
Overview of Bid Document Preparation (Works)

सार्वजनिक खरिद अनुगमन कार्यालय

Public Procurement Elements



Public Procurement Cartoon



Public Procurement Cartoon



Public Procurement Cartoon



Public Procurement Cartoon



कानूनी आधार

१. सार्वजनिक खरिद ऐन, २०६३
२. सार्वजनिक खरिद नियमावली, २०६४
३. सार्वजनिक खरिद अनुगमन कार्यालयबाट जारी गरिएका कार्यविधि तथा निर्देशिकाहरू
४. दातृपक्षको श्रोतबाट गरिने खर्चका लागि दाताको खरिद निर्देशिका (Procurement Guideline) अनुसार हुने भनिएकोमा सो बमोजिम खरिद गर्ने गरी भएको खरिद प्रक्रियाको हकमा त्यस्तो निर्देशिका
५. क्रियाकलापसँग सम्बन्धित कार्यविधि र मापदण्डहरू
६. नियमावली तथा कार्यविधि बनाउन पाउने सार्वजनिक निकायले प्रचलित कानूनको प्रतिकूल नहुने गरी आफ्नो प्रयोजनका लागि बनाएका नियम तथा कार्यविधिहरू

खरिद कार्यका लागि आधार र यसको श्रोत:

- कार्यालयको उद्देश्य र उद्देश्य प्राप्त गरिने कार्यहरू
- कार्यका लागि क्रियाकलाप खुलेको कार्यक्रम र व्यावसायिक योजना (Business Plan)
- स्वीकृत वार्षिक बजेट तथा कार्यक्रम
- खरिद योजना (Procurement Plan)

खरिद कार्यलाई प्रभावित गर्ने अन्य कानूनहरू:

- आर्थिक कार्यविधि तथा वित्तिय जवाफदेहिता ऐन, २०७६
- आर्थिक कार्यविधि नियमावली
- करार ऐन
- मध्यस्थता ऐन
- नेपाल निर्माण व्यावसायी ऐन र नियम
- वातावरण संरक्षण ऐन र नियम
- करसँग सम्बन्धित ऐन र नियमहरू, आदि

Definitions :

(घ) “निर्माण कार्य” भन्नाले

- ❑ कुनै संरचना वा कुनै कुराको निर्माण गर्ने,
- ❑ पुनः निर्माण गर्ने, भत्काउने, मर्मत सम्भार गर्ने वा जिर्णोद्धार गर्ने कार्यसँग सम्बन्धित
- ❑ निर्माण स्थल तयार गर्ने, खन्ने, ठड्याउने, बनाउने,
- ❑ उपकरण वा मालसामान जडान गर्ने,
- ❑ सजाउने आदि जस्ता कार्य सम्झनु पर्छ र
- ❑ सो शब्दले नक्शा बनाउने, प्रयोगशाला परीक्षण गर्ने,
- ❑ भूउपग्रहीय फोटो खिच्ने,
- ❑ भूकम्पीय परीक्षण गर्ने जस्ता निर्माण कार्यको आनुषङ्गिक सेवा समेतलाई जनाउनेछ ।

Definitions :

(ड) “परामर्श सेवा” भन्नाले कनै अध्ययन, अनुसन्धान, सर्भेक्षण, डिजाइन, ड्रइङ सुपरीर्वेक्षण, तालीम, परीक्षण गर्ने काम, सफ्टवेयरको विकास वा यस्तै प्रकृतिका अन्य बौद्धिक वा पेशागत सेवा सम्झनु पर्छ ।

(च) “अन्य सेवा” भन्नाले सवारी साधन, उपकरण वा मालसामान भाडामा लिने, ढुवानी गर्ने वा मालसामान मर्मत सम्भार गर्ने कार्य सम्झनु पर्छ ।

Networking ? Internet Service ?

- Consulting services are usually intellectual in nature and are considered technical services the output of which is not equipment intensive. Advisory and project related services are typical consulting services; which includes: feasibility studies, project management, engineering services, finance and accounting services, training and development, to mention a few.
- Non-consulting services, on the other hand, usually involve the used of equipment and specific methodologies to achieve their objectives.

Some typical examples of non-consulting services are: equipment maintenance and repair, operation and maintenance services, utility management, installation and maintenance services, surveys and field investigations, and similar.

Non-consulting Services:

Services which are **not Consulting Services**.

Non-consulting Services are normally bid and contracted on the basis of **performance of measurable outputs,**

and

for which **performance standards can be clearly identified and consistently applied.** (World Bank)

(World Bank) Examples include:

- ☐drilling,
- ☐aerial photography,
- ☐satellite imagery,
- ☐mapping, and similar operations.

“Other Services” means the **act** of

- ☐**hiring** motor vehicles,
- ☐equipment or goods, carriage or
- ☐**repair and maintenance of goods;**

नियम १३ अनुसार

- ☐ *सवारी,औजार,मेसिन भाडाको लागत अनुमान*
- ☐ *ढुवानीको लागत अनुमान*
- ☐ *मालसामान मर्मत सम्भारको लागत अनुमान*
- ☐ *घर भाडा र सेवा करार*

Additional :

- ☐operation and maintenance services,
- ☐utility management,
- ☐installation and maintenance services,
- ☐surveys and field investigations, and similar.

- Generator र सो को शेड सहितको खरिद
- MRI Machine र सो को भवन सहितको खरिद
- बिजुलीको पोल जडान
- AC, Generator सहितको भवन निर्माण

????

How manage risk?

- If civil work cost > 60% :- Use Works SBD and manage good related requirements under special provision/ work requirements
- If goods and related services cost > 60% :- Use Goods & related services SBD and manage work related requirements under special provision/ work requirements

Rule 3# खरिद कारबाहीको तयारी गर्नु पर्ने:

(क) खरिद आवश्यकताको पहिचान गर्ने,

(ख) खरिद सम्बन्धी विभिन्न प्राविधिक कुरा समाधान गर्न र आपूर्तिकर्ताको उपलब्धता यकिन गर्न बजारमा प्रचलित खरिद सम्झौताको जानकारी लिने,

Rule 3# खरिद कारबाहीको तयारी गर्नु पर्ने:

(ग) अधिल्ला वर्षहरुमा समान प्रकृतिको मालसामान, निर्माण कार्य वा परामर्श सेवा वा अन्य सेवा खरिद गरिएको भए त्यस्तो खरिद प्रक्रियाको अध्ययन गर्ने,

(घ) खरिदको विवरण, परिमाण र क्षेत्र एकिन गर्ने,

Rule 3# खरिद कारबाहीको तयारी गर्नु पर्ने:

(ड) खरिदलाई बढी सुविधाजनक समूहमा विभाजन गर्ने वा प्याकेजमा समावेश गर्ने,

(च) खरिद योजना तयार गर्न लगाउने,

(छ) खरिदको लागत अनुमान तयार गर्ने,

Rule 3# खरिद कारबाहीको तयारी गर्नु पर्ने:

(ज) खरिदको आर्थिक स्रोत र रकमको पहिचान गर्ने,

(झ) खरिद विधिको छनौट गर्ने, र

(ञ) दुई करोड रुपैयाँसम्मको निर्माण कार्यको खरिद भन्दा बाहेकको अन्य खरिदमा बोलपत्र योग्यता वा पूर्व योग्यताको कारबाही गर्नु पर्ने वा नपर्ने कुरा यकिन गर्ने ।

"खरिद गुरु योजना (सार्वजनिक खरिद ऐन,२०६३ को दफा ६ र सार्वजनिक खरिद नियमावली,२०६४ को नियम ७)"

:- >1yr , १० करोड भन्दा बढीको खरिद

"बार्षिक खरिद योजना (सार्वजनिक खरिद ऐन,२०६३ को दफा ६ र सार्वजनिक खरिद नियमावली,२०६४ को नियम ८) “ , १० लाख भन्दा बढीको खरिद

बार्षिक खरिद योजना

[illegible][illegible]

बार्षिक खरिद योजना

३ को दफा ६ र सार्वजनिक खरिद नियमावली, २०६४ को नियम ८ सँग सम्बन्धित)

[illegible]

खरिद गुरु योजना
(सार्वजनिक खरिद ऐन,२०६३ को दफा ६ र सार्वजनिक खरिद नियमावली,२०६४ को नियम ७

आ.ब.:													
मन्त्रालय/बिभाग/आयोजना/कार्यालय :													
पहिलो पटक, तयार गरिएको आ.ब. र कार्यालय प्रमुखको नाम :													
अन्तिम पटक अद्यावधिक गरिएको आ.ब. :													
सि.नं.	बजेट उपशीर्षक नं.	योजनाको नाम	खरिदको प्रकार (मालसामान,निर्माण कार्य , परामर्श सेवा , अन्य सेवा)	खरिद योजना (अनुमानित / वास्तविक)	खरिद बिधि	खरिदको संक्षिप्त बिबरण	अनुमानित लागत	अधिकतम प्रतिस्पर्धाको लागि खरिदलाई			सम्झौताको किसिम (अनुसूची ३,४,५ मा उल्लेख भएको मध्ये कुनै एक)		
								टुक्रयाईने वा प्याकेज	संक्षिप्त बस्तुगत आधार	प्याकेज संख्या			
१	२	३	४	५	६	७	८	९	१०	११	१२		
१				सुरुको									
				संसोधित									संस
				सुरुको									

Format

८. खरिद विधि छनौट गर्नु पर्ने: (१) सार्वजनिक निकायले खरिद गर्दा तोकिए बमोजिमको अवस्था र खरिद मूल्यको आधारमा देहायको कुनै एक विधि अपनाई खरिद गर्नु पर्नेछ:-

(क) मालसामान, निर्माण कार्य वा अन्य सेवा खरिद गर्नु पर्दा:

- (१) अन्तर्राष्ट्रिय स्तरमा खुल्ला बोलपत्र आह्वानगरी, (45 days)
- (२) राष्ट्रिय स्तरमा खुल्ला बोलपत्र आह्वानगरी, (30,15,7 days)
- (३) सिलबन्दी दरभाउपत्र आह्वानगरी,
- (४) सोझै खरिद गरी,
- (५) उपभोक्ता समिति वा लाभग्राही समुदायलाई सहभागी गराई,
- (६) अमानतबाट ।

:- Catlog/Lumsum/Buyback/Limited tendering...

५ अर्ब सम्म – Only Nepali Contractor/NCB मा

(ख) परामर्श सेवा खरिद गर्नु पर्दा:

- (१) प्रतिस्पर्धात्मक प्रस्ताव माग गरी,
- (२) सोझै वार्तावाट ।

२०. खरिद सम्झौताको छनौट

खरिद सम्झौता **छनौट गर्दा** देहायका कुरा विचार गरी छनौट गर्नु पर्नेछ –

(क) खरिदको प्रकार र परिमाण,

(ख) समान प्रकृतिको खरिद पुनः गरिने सम्भावना भए नभएको,

(ग) सार्वजनिक निकाय र आपूर्तिकर्ता, निर्माण व्यवसायी वा परामर्शदाता र अन्य पक्ष बीच गरिने

जोखिमको बाँडफाँड -Risk Allocation Strategy, र

(घ) सम्झौता सुपरिवेक्षण गर्ने तरिका ।

२०. खरिद सम्झौताको छनौट

- ❑ खरिद सम्झौता छनौट गर्दा सार्वजनिक खरिद अनुगमन कार्यालयबाट जारी भएको नमुना बोलपत्र सम्बन्धी कागजातमा रहेको खरिद सम्झौता अनुरूप छनौट गर्नु पर्नेछ ।
- ❑ तर सार्वजनिक खरिद अनुगमन कार्यालयबाट नमुना बोलपत्र सम्बन्धी कागजात जारी नभई सकेको अवस्थामा सार्वजनिक निकायले आफूलाई आवश्यक परेको खरिद सम्झौता सहितको बोलपत्र सम्बन्धी कागजात तयार गरी सार्वजनिक खरिद अनुगमन कार्यालयको सहमतिबाट उपयोगमा ल्याउन सक्नेछ ।

२०. खरिद सम्झौताको छनौट

- यस नियम बमोजिम एकपटक बोलपत्र सम्बन्धी कागजात र खरिद सम्झौता छनौट गरी बोलपत्र आह्वान गरिसके पछि यस नियमावलीमा अन्यथा उल्लेख भएकोमा बाहेक त्यसरी छनौट भएको नमुना खरिद सम्झौता परिवर्तन गर्न सकिने छैन ।

अनुसूची – ४ (नियम २२ सँग सम्बन्धित) निर्माण कार्यको खरिद बिधि तथा प्रक्रिया

- एकाई दर सम्झौता -Unit Rate Contract
- एकमुस्ट -Lump Sum Contract
- लागत सोधभर्ना -Cost-Reimbursement Contract
- समय र सामग्री दर -Time and Material Rate Contract
- डीजाइन र निर्माण -Design and Build Contract

अनुसूची - ४ (नियम २२ सँग सम्बन्धित)

निर्माण कार्यको खरिद बिधि तथा प्रक्रिया

- **व्यवस्थापन सम्झौता - Management Contract**
- **कार्यसम्पादनमा आधारित मर्मत सम्भार वा व्यवस्थापन सम्झौता - Performance based Contract**
- **पिसवर्क सम्झौता -Piece -Work Contract**
- **निर्माण र मर्मत – Construction and Maintenance**
- **टर्नकि - EPC**

Risk Matrix				
Contract Type	Design	Quality	Time	Cost
एकाई दर सम्झौता -Unit Rate Contract	Client	Contractor	Client/Contractor	Client
एकमुस्ट -Lump Sum Contract	Client	Contractor	Client/Contractor	Contractor
लागत सोधभर्ना -Cost-Reimbursement Contract	Client	Contractor	Client/Contractor	Client
समय र सामग्री दर -Time and Material Rate Contract	Client	Contractor	Client	Client
डीजाइन र निर्माण -Design and Build Contract	Contractor	Contractor	Client/Contractor	Contractor
व्यपस्थापन सम्झौता - Management Contract	Client/ Contractor	Contractor	Client/Contractor	Client
कार्यसम्पादनमा आधारित मर्मत सम्भार वा व्यवस्थापन सम्झौता - Performance based Contract	Client/ Contractor	Contractor	Client/Contractor	Client/ Contractor
पिसवर्क सम्झौता -Piece -Work Contract	Client	Contractor	Client/Contractor	Client
निर्माण र मर्मत – Construction and Maintenance	Contractor	Contractor	Client/Contractor	Contractor
टर्नकि - EPC	Contractor	Contractor	Client/Contractor	Contractor

“(१) नियम १०, ११ र १३ बमोजिम तयार भएको लागत अनुमान देहायको अधिकारीबाट स्वीकृत हुनु पर्नेछः-

- (क) पाँच करोड रुपैयाँसम्मको लागत अनुमान राजपत्राङ्कित तृतीय श्रेणीको कार्यालय प्रमुखबाट,
- (ख) दश करोड रुपैयाँसम्मको लागत अनुमान राजपत्राङ्कित द्वितीय श्रेणीको कार्यालय प्रमुखबाट,
- (ग) बीस करोड रुपैयाँसम्मको लागत अनुमान राजपत्राङ्कित प्रथम श्रेणीको कार्यालय प्रमुखबाट, र
- (घ) बीस करोड रुपैयाँभन्दा बढी रकमको लागत अनुमान विभागीय प्रमुखबाट।

मूल नियमावलीको नियम ४७ मा संशोधन : मूल नियमावलीको नियम ४७ मा रहेका “सम्बन्धित सार्वजनिक निकायका प्रमुखले” भन्ने शब्दहरूको सट्टा “नियम १४ बमोजिमको अधिकारीले” भन्ने शब्दहरू राखिएका छन्।

“(१) देहायको रकमको बोलपत्र स्वीकृत गर्ने अधिकार देहायको अधिकारीलाई हुनेछ :-

- (क) दश करोड रुपैयाँसम्मको राजपत्राङ्कित तृतीय श्रेणीको कार्यालय प्रमुख,
- (ख) बीस करोड रुपैयाँसम्मको राजपत्राङ्कित द्वितीय श्रेणीको कार्यालय प्रमुख,
- (ग) पचास करोड रुपैयाँसम्मको राजपत्राङ्कित प्रथम श्रेणीको कार्यालय प्रमुख,
- (घ) पचास करोड रुपैयाँभन्दा बढीको विभागीय प्रमुख । ”

Act 4# मालसामान, निर्माण कार्य र सेवाको विवरण तयार गर्नु पर्ने

सार्वजनिक निकायले मालसामान, निर्माण कार्य वा सेवा खरिद गर्नु अघि त्यस सम्बन्धी

- स्पेसिफिकेशन,
- योजना,
- नक्शा,
- डिजाइन,
- विशेष आवश्यकता वा
- अन्य विवरणहरू

तयार गर्नु पर्ने

Act 4# मालसामान, निर्माण कार्य र सेवाको विवरण तयार गर्नु पर्ने

विवरण तयार गर्दा मालसामान, निर्माण कार्य वा सेवाको विशेषताहरू स्पष्ट रूपमा बुझिने गरी उल्लेख गर्ने **अर्को कुनै उपाय नभएको अवस्थामा बाहेक** कुनै खास ब्राण्ड, टे«डमार्क, नाम, पेटेण्ट, डिजाइन, प्रकार, उत्पत्ति वा उत्पादकको नाम उल्लेख गर्न सकिने छैन त्यसरी उल्लेख नगरी नहुने अवस्थामा कुनै खास ब्राण्ड, टे«डमार्क, नाम, पेटेण्ट, डिजाइन, प्रकार, उत्पत्ति वा उत्पादकको नाम उल्लेख गरी **“सो सरह”** भन्ने शब्दहरू उल्लेख गर्न सकिनेछ

Printer (Canon or Equivalent)

स्पेशिफिकेशन

आफुले चाहेको मालसामान या निर्माण कार्यको बिस्तृत
व्यहोरा

standard.

a type of **technical**

Specification

- A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Employer.
- The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured.
- If specification contains large number of pages, it can be presented as separate volume of bidding document.



Government of Nepal
Ministry of Physical Infrastructure and Transport
Department of Roads

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS

2073

Specifications of Building Construction (Civil) Works

1. General

The Work shall be carried out according to these Specifications whether specifically mentioned elsewhere or not. No extra in any form will be paid unless it is definitely stated as an item in the Bill of Quantities.

Whenever the Specifications are not given or when the Specifications are ambiguous, the relevant Nepal Standards or Indian Standards and further amendments will be considered as final and binding.

All Works shall be carried out simultaneously with electrical, plumbing, sanitary and other services and in co-operation with the Contractors of the above services. The Work shall be carried on till it is completed satisfactorily along with the completion of other essential services. The building Contractor shall keep the other Contractors informed of the proposed program of Work, well in advance, so that the building Work is not hindered. The Contractor shall further cooperate with other Contractors in respect of any facility required by them e.g. making holes in shuttering for sanitary, pipes, electric conduits, fan hook etc. However, no extra payment shall be admissible for such reasonable assistance and facilities afforded to other Contractors and the building Contractors shall be deemed to have taken these factors into consideration while quoting the rates.

The Work shall be related to the drawings which the Contractor is presumed to have studied. Nothing extra will be paid for any item because of its shape, location or other difficult circumstances, even if the schedule makes no distinction, as long as the item is shown in the drawings.

The sources of materials stated in the Specifications are those from which materials are generally available. However, materials not conforming to Specifications shall be rejected even if they come from the stated sources. The Contractor should satisfy himself that sufficient quantity of materials of acceptable Specification is available from the stated or other sources.

The requirements of Specifications shall be fulfilled by the Contractor without extra charges i.e. the item rates quoted shall be deemed to have taken these Specifications into account.

These are requirements the Contractor shall fulfil after the issue of Letter of Acceptance but before the Date of Commencement.

1.1 Definitions

General:

Acceptable/Approved (Approval) - Acceptable to/approved by the Engineer.

Agreed - Agreed in writing.

As detailed - As detailed on the drawings.

Authorized/ordered/rejected - Authorized/ordered/rejected by the Engineer.

Designated - Shown on the drawings or otherwise specified by the Engineer or, in relation to an item scheduled in the bid documents, descriptive of an item to be priced by a bidder.

Indicated - Indicated in or reasonably to be inferred from the contract, or indicated in

सार्वजनिक खरिद नियमावली, २०६४ मा नियम ३क.थपः

“३क. प्याकेजिङ्ग तथा समूह विभाजन सम्बन्धी व्यवस्था (१)
सार्वजनिक निकायले खरिद कार्यको प्याकेजिङ्ग गर्दा नियम ७ को
उपनियम (२) को खण्ड (ग) बमोजिम खरिद गुरुयोजनामा उल्लिखित
प्याकेज सङ्ख्याको प्रतिकूल नहुने गरी गर्नु पर्नेछ ।

सार्वजनिक खरिद नियमावली, २०६४ मा नियम ३क.थपः

- (२) सार्वजनिक निकायले खरिदलाई बढी सुविधाजनक समूहमा विभाजन गर्ने वा प्याकेजमा समावेश गर्ने गरी तयारी गर्दा अलग अलग रुपमा सम्पन्न गर्न सकिने प्रकृतिको निर्माण कार्यका लागि अधिकतम प्रतिस्पर्धा हुने हदसम्म छुट्टा छुट्टै रुपमा बोलपत्र आव्हान गर्नु पर्नेछ ।
- (३) एक आपसमा अन्तर सम्बन्धित भई एउटै प्याकेजमा सञ्चालन गर्नु पर्ने भएमा बाहेक प्रतिस्पर्धालाई सङ्कुचित र सीमित गर्ने गरी ठूला ठूला प्याकेज बनाई बोलपत्र आव्हान गर्नु हुँदैन ।”

“(३) सार्वजनिक निकायले

- निर्माण स्थलको व्यवस्था नभई,
- निर्माण स्थलबाट हटाउनु पर्ने रुख विरुवा लगायतका संरचना हटाउने सुनिश्चितता नभई,
- मुआब्जा वा क्षतिपूर्ति वितरण गर्नु पर्नेमा सोको लागि बजेटको सुनिश्चितता नगरी
- प्रचलित कानून बमोजिम गर्नुपर्ने वातावरणीय अध्ययनको प्रतिवेदन स्वीकृत नगराई बोत्तपत्र आव्हान गर्नु हुँदैन ।”

PROCUREMENT OF WORKS

International Competitive Bidding (ICB)

Two Envelope Bidding Procedure

Procurement of

**Construction of Federal Parliament Building
Complex**

Issued on:

Bid Document issued to: Eligible Nepalese & Foreign bidders

Contract Identification No: **DUDBC/WORKS/ICB/01-075/76**

Project Name : **Construction of Federal Parliament
Building Complex**

Office Name : *Department of Urban Development and
Building Construction*

Office Address: *Babarmahal, Kathmandu, Nepal*

6.85 Arab Building Project , Contract Period Fixed = 3 years only... ????

Project Time Estimation

Government of Nepal
Ministry of Physical Infrastructure and Transport
Department of Roads

**Guidelines for Estimation of Construction Time
for
Road and Bridge Works**

(1st Revision)

Kathmandu
2021

Following assumptions are made for **Basic Construction Time T₀** depending on the project cost only

- For works of value less than NPR 50 Millions- <240 working days
- For works more than NPR 50 millions and less than NPR 10000 millions - as per following formula

$$T_0 = 420 \log C - 3000$$

Where, T₀- **Basic Construction Time** in working days

C-Project cost in NPR (including Contingencies and VAT)

- For other works the basic period is multiplied by some coefficients depending on the following factors:
 - Terrain or Geography of the project area, **k1**
 - Project extent(or length), **k2**
 - Type of the construction work, **k3**
- Project duration is found as follows:

$$T = T0 * k1 * k2 * k3$$

- The coefficients are as given on following tables:

Table 1: Terrain and Geography Coefficient, K1

Terrain or Geography*	Coefficient
Plain and Kathmandu [#]	1.00
Hill	1.05
Mountain	1.15

Table 2: Work Extension Coefficient, K2

Work Extent	Coefficient
<1km or other concentrated works like bridges	1.00
1-25km	1.01 - 1.05
26-50km	1.06 - 1.10
> 50 km	1.11 - 1.15

Table 3: Work complexity Coefficient, K3

Work Complexity	Coefficient
Easy work (involving only up to 3 types of major construction materials* for production)	1.0
Complex work (involving more than 3 types of major construction materials* for production using simple equipments**)	1.05
Very complex (special equipments*** and involving special construction methods and new technology being introduced for the first time)	1.1

Definition

- Documents required to be submitted in response to an Invitation to bid. These include the prescribed bid form, drawings, specifications, time lines, work requirements, charts, price breakdowns, contract forms etc. Also called bidding document.

Importance

- To minimize the confusion in decision making process during procurement proceedings including bid evaluation
- To make procurement proceedings transparent, easy, quick, efficient and effective
- To minimize the disputes among the Bidders and the Client during procurement proceedings and contract execution

Purpose

- Equal Information to all Bidders
- What is to be Procured
- Technical Requirements (Specifications)
- Work Requirements
- How to Prepare a Responsive Bid
- Evaluation and Qualification Criteria(EQC)
- Form of Bid
- Form of Contract

Impact of poorly drafted documents:

- Complaints from Bidders
- Selection of Poorly Qualified Firm
- Delays in Project Implementation
- Delays in Disbursements of Funds
- Lack of Credibility of Institutions
- Chance of Occurrence of Mis-procurement
- Chances of Claims and Disputes

Bid document preparation

- During bid document preparation standard bid document shall be used

Frequently used Standard Bid Documents in Nepal

- Standard Bid Documents prepared by PPMO
 - ✓ These documents are mostly used in procurement process especially when procurement is under the funding of Government of Nepal (3 Tiers) or procurement under donor funding when procurement is not so large.
- Other Standard Bid Documents
 - ✓ FIDIC documents
 - ✓ Standard Bid Documents of Donor Agencies
 - Used in large procurement; preferably ICB or when donor has condition to use their own documents.(World Bank/Asian Development Bank/JICA/EXIM Bank)

Bid Document Preparation...

Standard Bid Documents issued by PPMO

1. Procurement of goods (NCB)
2. Procurement of goods (ICB)
3. NCB works single stage two envelop above 20 million
4. Procurement of Works for 2 million to 20 Million (NCB)
5. Procurement of Works Single stage post qualification (ICB)
6. Procurement of works ICB two envelop
7. Procurement of works prequalification document
8. EOI document for short listing of consultant
9. Standard RFP for selection of consultants Lump-sum
10. Standard RFP for selection of consultants time based

Bid Document Preparation...

- 1) खरिदको विवरण चाहिन्छ
- 2) लागत अनुमान आवश्यक पर्छ
- 3) खरिद विधि र सम्झौताका प्रकारको बारेमा जान्नुपर्छ
- 4) बोलपत्रदाताको योग्यताको आकलन गर्नुपर्छ

यस पछि

बोलपत्र कागजात
तयारीमा लाग्नुपर्छ



नमूना बोलपत्र कागजात

Restore Session

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सूचनाहरू

Public Procurement Monitoring

← → ↺

https://ppmo.gov.np

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ABOUT PPMO

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Highlights:

विद्युतीय खरिद प्रणाली सञ्चालन निर्देशिका, २०८० कार्यान्वयन सम्बन्धमा

Archive

Forms and Formats

Information Services

Collection of Advice/Decisions

PPMO NPPSF Phase-II Final Report

Review Panel Decision

Notice & Circular

Procurement of Ration

Direct Purchase

Catalogue Shopping Guideline

Suggestion Form for PPA 2063 and PPR 2064

All Notices, Events and Press Releases

Standard Bidding/ Consulting Documents

Public Procurement Bulletin

Corruption Charges List

सचिव मधुसुदन बुर्लाकोटीज्यूलाई कार्यालयबाट बिदाई

Updates

विद्युतीय खरिद प्रणालीमा बोलपत्रको म्याद सम्बन्धी सूचना (२०८०-१० -०३)

विद्युतीय खरिद प्रणालीमा बोलपत्रको म्याद सम्बन्धी सूचना (२०८०-०९ -२९)

विद्युतीय खरिद प्रणालीमा बोलपत्रको म्याद सम्बन्धी सूचना (२०८०-०९ -२६)

विद्युतीय खरिद प्रणालीमा बोलपत्रको म्याद सम्बन्धी सूचना (२०८०-०९ -०८)

विद्युतीय खरिद प्रणालीमा बोलपत्रको म्याद सम्बन्धी सूचना (२०८०-०८ -२५) दोस्रो सूचना

Pushpa kamal Dahal (Prachanda)
Rt. Hon'ble Prime Minister

Bharat Mani Subedi
Secretary

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Spokesperson

Bishnu Prasad Sharma
Joint Secretary
01-5906609
9851224133

Information Officer

Pavan Raj Koirala

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नमूना बोलपत्र कागजात

Highlights: सार्वजनिक खरिद सम्बन्धी आधारभूत अल्पकालीन तालिमको पाठ्यक्रम

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- Corruption Charges List

Home » Standard Bidding/ Consulting Documents

Standard Bidding/ Consulting Documents

EPC Document

- [EPC Press Note](#)
- [ई.पी.सी. माध्यमबाट खरिद गर्ने सम्बन्धी निर्देशिका २०७८](#)
- [EPC SBD NCB](#)
- [EPC SBD NCB WORD FILE](#)
- [EPC SBD ICB](#)
- [EPC SBD ICB WORD FILE](#)

Procurement of Works

- [Direct Purchase](#)
Procurement of Works, Direct Purchase
[Sealed Quotation \(SQ\)](#)
- [Sealed Quotation Works - August 2019](#)
- [National Competitive Bidding \(NCB\)](#)
- [NCB Works, Single Stage Two Envelope for above 20 Million September-30-2022](#) **NEW**
- [SBD Procurement of Works, \(NCB\), With Qualification Requirement For use in NCB works up to NRs.20 Million September-30-2022](#) **NEW**



Pushpa kamal Dahal (Prachanda)
RT. Hon'ble Prime Minister



Bharat Mani Subedi
Secretary

[View all staffs...](#)

Spokesperson



Bishnu Prasad Sharma
Joint Secretary
01-5906609
9851224133

Information Officer



Pavan Raj Koirala
Director

“बोलपत्र सम्बन्धी कागजात”

भन्नाले बोलपत्रदाताले मूल्य वा प्रस्ताव वा दररेट भरी

वा तयार गरी पेश गर्नका लागि बोलपत्र आह्वान गर्ने सम्बन्धित

सार्वजनिक निकायले तयार गरेको लिखत सम्भन्नु पर्छ

“बोलपत्र सम्बन्धी कागजात”

(Standard Bidding Document)

बोलपत्रदातालाई दिइएको

- ☐ निर्देशन,
- ☐ स्पेसिफिकेशन,
- ☐ नक्सा,
- ☐ डिजाइन,
- ☐ कार्यक्षेत्रगत शर्तहरू (टर्मस अफ रेफरेन्स),
- ☐ कार्यतालिका,
- ☐ मूल्याङ्कनका आधार,
- ☐ परिमाण सूची,
- ☐ सम्भौताका शर्तहरू र
- ☐ यस्तै अन्य कागजात समेतलाई जनाउनेछ ।

Act # 13. बोलपत्र सम्बन्धी कागजात तयार गर्नु पर्ने

- ❑ समयावधि तथा सोको प्राविधिक स्पेशिफिकेशन,
- ❑ योग्यताका आधारहरु,
- ❑ स्थलगत निरीक्षण गर्नु पर्ने व्यवस्था
- ❑ बोलपत्र पेश गर्नु अघि कुनै बैठक गर्नु पर्ने भए
- ❑ बोलपत्र तयार गर्ने र पेश गर्ने निर्देशन,
- ❑ मूल्यको संरचना
- ❑ बोलपत्र मूल्याङ्कन र बोलपत्रदाताको छनौट गर्ने आधार र तरिका,
- ❑ स्वदेशी मालसामान र स्थानीय निर्माण व्यवसायीलाई प्राथमिकता

Act # 13. बोलपत्र सम्बन्धी कागजात तयार गर्नु पर्ने

- ☐ छुट्टा छुट्टै समूह र प्याकेज र सोको मूल्याङ्कन गर्ने तरिका,
- ☐ प्राविधिक स्पेशिफिकेशनको विकल्पको प्रस्ताव
- ☐ खरिद गरिने मालसामान, निर्माण कार्य वा सेवाको कुनै अंशको लागि मात्र पनि बोलपत्र पेश गर्न पाईने भए त्यस्तो अंश वा अंशहरूको विवरण (**Sectional Completion**)
- ☐ बोलपत्र मान्य हुने अवधि,
- ☐ बोलपत्र, कार्यसम्पादन वा अन्य आवश्यक कुराको लागि दिनु पर्ने जमानत

Act # 13. बोलपत्र सम्बन्धी कागजात तयार गर्नु पर्ने

- ☐ बोलपत्रदाताले कुनै सार्वजनिक निकायसँग सम्झौता गरी कुनै कार्य प्रारम्भ गरेको भए सो को विवरण,
- ☐ बोलपत्रदाताको प्राविधिक क्षमता त्यस्तो निकायलाई आवश्यक पर्ने हदसम्म त्यस्तो बोलपत्रदाताको प्राविधिक क्षमता थप कार्यको लागि गणना नहुने
- ☐ दफा ५२ बमोजिमको खरिद सम्झौताका शर्तहरू र सो सम्झौता लागू हुने तरिका,
- ☐ स्वार्थ बाझिने (कन्फ्लिक्ट अफ इन्ट्रेस्ट)
- ☐ त्रुटि वा निर्णय विरुद्ध पुनरावलोकनका लागि बोलपत्रदाताले निवेदन दिन सक्ने व्यवस्था,



योग्यताका आधार

नियम २६ को उपनियम २ख

चार वटा आधार (निर्देशक सिद्धान्त)

- गुणस्तर कायम गर्न आवश्यक आधारहरू तय भएको
- प्रतिस्पर्धा सिमित नहुने सुनिश्चितता गरिएको
- बजारमा प्रतिस्पर्धीको उपस्थितिको लेखाजोखा भएको
- कानूनले प्रत्याभूत गरेको संरक्षणको प्रतिकूल नभएको

Open competitive bidding

Steps

- **Preparation of Bidding Document**
- **Invitation for Bid**
- **Sale of Bid documents**
- **Registration of Bids**
- **Opening of Bids**
- **Evaluation of bids**
- **Letter of intent**
- **Letter of Acceptance**
- **Contract agreement**

Open competitive bidding

International Competitive Bidding (ICB)

An international competitive bidding shall be invited on any of the following conditions :

- Where the goods or construction works as requisitioned by a public entity are not available under competitive price from more than one construction entrepreneur or supplier within country.
- In making invitation to national tender for the procurement of goods, construction works or other services, no tender is submitted and same has to be procured abroad.

Open competitive bidding

International Competitive Bidding (ICB)

- Where foreign goods or construction works have to be procured from foreign assistance under an agreement entered into with a donor party.
- Where the public entity certifies the goods or construction works, being of complex and special type, have to be procured by means of an international tender.

Open competitive bidding

National Competitive Bidding (NCB)

- For any procurement having cost estimate more than 20 Lakh except medicine and medical equipment (for procurement more than 50 lakhs) for which ICB is not required, NCB shall be preferred.

Open competitive bidding

Prequalification

- Prequalification is carried out in advance of bidding to establish a list of capable firms to be invited to tender while ensuring that a proper level of competition is safeguard.
- In order to procure such construction work as determined to be large and complex by the PPMO from time to time or procure goods of high value such as industrial plants, Tunnels, Hydropower Projects, Larger Dams etc. or identify qualified bidders, a public entity shall, prior to making invitation to tender, prepare prequalification documents and public notice invite to proposals for determination of prequalification.

Open competitive bidding...

Prequalification cont...

- Publish notice for offer on national newspaper and website of concerned entity or PPMO giving duration of submission at least **30 days** for **NCB** and **45 days** for **ICB**.
- Provide the prequalification documents to interested firms, person, organization or company by collecting a fee as follows:
 - ✓ **For procurement of 20-100 million Nrs. 5000**
 - ✓ **For procurement of 100-250 Million Nrs. 10000**
 - ✓ **For procurement of greater than 250 Million Nrs. 15000**
- Open the proposal and evaluate against **evaluation criteria**.
- Prepare a list of **selected applicants** and send to **all applicants**
- Provide reason of rejection to applicant who request to provide reason within **30 days** after the notice.

Open competitive bidding

Two stage bidding

- The Two-Stage bidding procedure may be adopted in large and complex contracts where technically unequal proposals are likely to be encountered or
- Where the Executing Agency is aware of its options in the market, but for a given set of performance requirements there are two or more equally acceptable technical solutions available to the Executing Agency.
- The bidders initially submit their technical proposals in accordance with the specifications, but without prices.

Open competitive bidding

Two stage bidding

- The technical proposals are opened at the date and time advised in the bidding documents.
- The technical proposals are evaluated by the Executing Agency and discussed with the bidders.
- Any deficiencies, extraneous provisions and unsatisfactory technical features are pointed out to the bidders whose comments are carefully evaluated.

Open competitive bidding

Two Envelop System

- For procurement of construction work costing above 20 million.
- The bidders submit simultaneously two sealed envelopes, one containing the technical proposal and the other the price proposal.
- Initially, only the technical proposals are opened at the date and time advised in the bidding documents.
- The price proposals remain sealed and are held in custody by the Executing Agency.
- The technical proposals are evaluated by the Executing Agency. No amendments or changes to the technical proposals are permitted.

Open competitive bidding

Two Envelop System

- The objective of the exercise is to allow the Executing Agency to evaluate the technical proposals without reference to price.
- Bids of bidders who do not conform to the specified requirements is rejected.
- Following approval of the technical evaluation, and at a date and time advised by the Executing Agency (7 days duration to be given after notice), the price proposals are opened in public.

Open competitive bidding

Two Envelop System

- The price proposals of the technically responsive bidders are evaluated and, the award of contract is made to the lowest evaluated substantially responsive bidder.
- Financial proposal of bidders who fail in technical proposal shall be returned to concerned bidder without opening

Sealed Quotation

- Procurement of works up to 2 million except medicine and medical equipment (5 million) can be carried out adopting sealed quotation.

Open competitive bidding...

Bid invitation

- **For NCB or PQ proposal** : **Minimum 30 days**
- **For ICB or PQ Proposal** : **Minimum 45 days**
- To be published in Web Site;
- For central level public entity, website of public entity or of Website PPMO
- For district level public entity website of public entity or website of PPMO

www.ppmo.gov.np

Bid invitation cont...

A notice on invitation to tender or prequalification shall contain following matters:

- The **name and address of the public entity** inviting tender
- The **nature** of, and **time limit** for, procurement work and the place of delivery of goods to be supplied, of the construction work to be effected and the service to be delivered.
- Where **tender security is required**, amount and validity period thereof;

Open competitive bidding...

Bid invitation cont...

- The **means of obtaining** the tender documents or prequalification documents, the place from which they may be obtained and the **fees charged** for the same;
- The **place, manner, deadline and time for the submission** or forwarding the tender documents.
- The **place, date and time for the opening** of the tenders or prequalification proposals, and the matter that the bidder or their authorized agents shall be invited to attend the opening of tenders.
- Such other matters as prescribed

Open competitive bidding...

Duration of Bid Invitation in case of re-bidding

- If procurement process is required to be **cancelled and re-invitation** of bidding is required, in publishing bid invitation notice for **second time**, a period of at least **15 days for NCB** and **21 days for ICB** shall be given, provided that no change is made in bid document.
- If procurement process is required to be **cancelled in second time** of bid invitation also, then bid invitation notice can be published **third time** with a period of at least **7 days for NCB** after sufficient justification and with approval from pertinent higher level.
- If procurement process is **failed in third time also** and if procurement is emergency, procurement process can be completed using other procurement methods as per PPA.

Open competitive bidding...

Sale and registration of Bid

- Shall issue the bidding documents **only** to **qualified bidders** where **prequalification is used**.
- Where post qualification is used, bidding documents shall be issued only to **eligible bidders**
- Bidding documents **shall not be transferable** to other firm and shall be submitted along with bid.
- Sale from **two or more** public entities
- Registration in **one** public entity
- **E-Bidding** also possible

Open competitive bidding...

Price of Bidding Documents

- 2 million to 20 million Rupees : Rs 3000
- > 20 million to 100 million Rupees : Rs 5000
- > 100 million to 250 million Rupees : Rs 10000
- > 250 million Rupees : Rs 20000

Open competitive bidding...

- **Foreign bidders** shall furnish following information in their bids.
 - Whether the bidder has a **local agent or not**
 - **Name and address** of agent
 - Type of **service being provided** by agent
 - Amount of **commission, currency and procedure of payment**
 - Other agreement with agent if any
 - **Income tax registration certificate** and acceptance of letter of the agent.

Open competitive bidding...

Withdrawal and Modification of Bid

- Within last submission date of bid in sealed envelop in case of bidder who submits bid **electronically**
- **Within 24 hour before** the last submission date for other bidders
- Withdrawal or modification can be done at **one time only**.

Pre-bid meeting

- For NCB at least **10 days** before of last submission date
- For ICB at least **15 days** before of last submission date
- To be informed to bidders if any amendment within **5 days** pre bid meeting.

Open competitive bidding...

Bid Security

- 2 to 3 % of estimated amount
- Validity of bid security **30 days more** than bid validity period
- Validity period of **bid security** to be extended if **bid validity is extended**
- Needs **counter guarantee** of any financial institution in Nepal eligible to issue bank guarantee for bid security of **foreign bank**

Open competitive bidding...

Bid security will be forfeited if

- If requested for **withdrawal or modification in between** the period of last bid submission date and last date of bid validity
- If the bidder does not accept the **correction of arithmetic error**
- If the selected bidder **rejects for agreement**
- If the selected bidder fail to **submit performance bond** within due date of contract agreement
- If clarification submitted by bidder makes **substantial change to the bid**
- If the bidder violates the **code of conduct** as per **clause 62 of PPA**.

Bid validity Period

- Bid validity period is a period within which **bidder's rate are valid**
- Contract agreement is done within **bid validity period**
- **For bid having estimated cost within 100 million : 90 days**
- **For bid having estimated cost above 100 million : 120 days**
- Period to be counted from **last date of bid submission**
- Can be increased with justified reasons
- Who agrees to extend bid validity shall extend validity of bid security also
- Bid bond amount shall be returned to bidder if he disagrees to extend bid validity

Amendment of bidding document

- At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer.
- To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids. But the minimum time available for bidder to submit bids shall be 5 (Five) days.

Structure of Bidding Document : Works

PART I Bidding Procedures

- Section I Instructions to Bidders (ITB) - **do not change**
- Section II Bid Data Sheet (BDS)
- Section III Evaluation and Qualification Criteria (EQC)
- Section IV Bidding Forms (BDF) - **do not change (only Table of Price Adjustment Data)**
- Section V Eligible Countries

PART II Requirements

- Section VI Works Requirements (WRQ)
- Section VII Bill of Quantities (BOQ)

PART III Conditions of Contract and Contract Forms

- Section VIII General Conditions of Contract (GCC) - **do not change**
- Section IX Special Conditions of Contract (SCC)
- Section X Contract Forms (COF) - **do not change**

The ITB contain standard provisions that have been designed to remain unchanged and to be used without modifying their text.

The ITB clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced through the Bid Data Sheet.

Section I Instructions to Bidders (ITB)- **do not change**

A. General

B. Contents of Bidding Document

C. Preparation of Bids

D. Submission and Opening of Bids

E. Evaluation and Comparison of Bids

F. Award of Contract

Bid document preparation...

Section I - Instruction to bidders (ITB)

- This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids.
- Information is also provided on the opening and evaluation of bids and on the award of Contract.
- Provides information to bidders to prepare responsive bids.
- ITB will not be a part of contract agreement.

Contents of Instruction to Bidders (ITB)

1) General

Scope of bid, Source of fund, Fraud and corruption, Eligible bidders, Eligible goods and related services, Site visit

Bid document preparation...

Contents of Instruction to Bidders (ITB)...

2) **Contents of bidding documents**

Sections of bidding documents, Clarification of bidding document, Pre-bid meeting, Amendment of bidding documents

3) **Preparation of bids**

Cost of bidding, Language of bid, Documents comprising the bids, Bid submission letter and price schedules, Alternative bids, Bid price and discounts, Currencies of bid, Documents establishing the qualifications of the bidder, Documents establishing the conformity of goods and related services, to the bidding document, Documents establishing the qualification of bidders, Period of validity of bids, Bid security, Format and signing of bid

Bid document preparation...

Contents of Instruction to Bidders (ITB)...

4) **Submission and opening of bids**

Sealing and marking of bids, Deadline for submission of bids, Late bids, Withdrawal and modification of bids, Bid opening

5) **Evaluation and comparison of bids**

Confidentiality, Clarification of bids, Deviations, Reservations and Omissions, Determination of responsiveness, Non-materials, Non-conformities, Correction of Arithmetical Errors, Evaluation and Comparison of bids, Post qualification of the bidder, Purchaser's right to accept any bid, and to reject any or all bids

6) **Award of contract**

Award criteria, Notification of intention to award, performance security, Signing of Contract, Complain and review, Publication of contract award notice, Provision of PPA and PPR

Structure of Bidding Document : Works

Section I Instructions to Bidders (ITB)

Two Types of Instructions :.....

1. Scope of Bid	1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS) , the Employer, as indicated in the BDS , issues this Bidding Document for the procurement of Works as specified in Section V (Works Requirements). The name, identification, and number of Contracts of the National Competitive Bidding (NCB) are provided in the BDS .
9. Cost of Bidding	9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Bid document preparation...

Section II - Bid Data Sheet (BDS)

- This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I - Instructions to Bidders.
- Bidding Data must refer to Instructions to Bidders (ITB) Clauses,
- Bidding data is used to specify the ITB clauses by inserting specific data (name, days, amount etc.) and required changes,
- Bidding data replaces the ITB clauses, if changed,
- Bidding data to be filled out by the Employer before issuance of the Bidding documents.

Section II: Bid Data Sheet



A. General	
ITB 1.1	The number of the Invitation for Bids is: <i>[insert IFB Number]</i>
ITB 1.1	The Employer is: <i>[insert the name of Employer]</i>
ITB 1.1	The number and identification of lots comprising this bidding process is: <i>[insert the name and contract number of the lots]</i>
ITB 2.1	The name of the Project is... <i>[insert the name of the project, if any]</i> The DP is... <i>[insert the name of development partner, if any]</i> The implementing agency is... <i>[insert the name of The implementing agency]</i> <u>GoN</u> Funded or DP Funded: <i>[insert <u>GoN</u> Funded or DP Funded or PE's own resource funded]</i>
ITB 3.3 (d)	For <u>DP Funded</u>: Not Applicable (For <u>GoN</u> funded delete this row)
ITB 4.1 (a)	For <u>GoN</u> Funded: Maximum number of partner in a joint venture shall be : 3 (three) For DP Funded: [select one options as per DPs Policy] There is no limit on the number of members in a JV

B. Bidding Document

ITB 7.1

For clarification purposes only, the Employer's address is:

Attention: _____

Address: _____

Telephone: : _____

Facsimile number: _____

Electronic mail address: _____

ITB 7.4

A Pre-Bid meeting [insert "shall" or "shall not"] held. [If pre-Bid meeting is going to be held, insert the following otherwise delete] Pre-Bid Meeting will**Take place at the following date, time and place:**

Date: _____

Time: _____

Place: _____

A site visit [insert "shall be" or "shall not be"] organized by the Employer.

ITB 7.5

Time for request: Requests for clarification should be received by the Employer no later than **10 days** prior to the deadline for submission of bids.**C. Preparation of Bids**

ITB 10.1

The language of the bid is: English / Nepali

ITB 11.2 (h)

The Bidder shall submit with its Technical Bid the following additional documents: *[insert if any additional documents required,]*

ITB 11.3 (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 and Schedule of Prices for lump sum contracts: _____ *[Insert schedules, if any]*

E. Evaluation and Comparison of Bids

ITB 34.1	a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 25% of the total contract amount. b) Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.
ITB 35.4	Bidders are <i>[insert "permitted" or "not permitted"]</i> to quote separate prices for lots (Contracts), and a single Bidder will be awarded multiple lots (Contracts) based on provision of <i>Paragraph 1.2, Multiple Contracts Section III (Evaluation and Qualification Criteria):</i> <i>[If permitted to quote separate prices for lots (Contracts), insert the following otherwise delete]</i> <i>Multiple contracts comprising of following lots (contracts):</i> <i>[..... Insert the name and contract number of the lots (contracts)].....]</i>
ITB 35.5	The amount of the performance security <u>be</u> increased by Eight (8) percent of the quoted bid price.
ITB 41.4	For DP Funded: Not Applicable <i>[For <u>GoN</u> funded delete this row]</i>



NCB र ICB बोलपत्र फरक

- बोलपत्रको भाषा - English
- भुक्तानीको मुद्रा - नेपाली र विदेशी (70:30, 80:20)
- स्वदेशी बोलपत्रदातालाई प्राथमीकता (कम्तीमा २५% शेयर स्वदेशी बोलपत्रदातालाई भएको संयुक्त उपक्रमको हकमा)

ऐन, यस नियमावली र स्ट्याण्डर्स
बिडिङ्ग डकुमेण्टको विपरीत नहुने
गरी सार्वजनिक निकायले आवश्यक
ठानेका अन्य कागजात ।”

Step of Bid Document Preparation

- A. Need Assessment, Detailed Project Report Preparation**
- B. Contract Type Selection (Item Rate / Design & Build /EPC / Management Contract/PBC/Turn Key ..)**
- C. Procurement Method Selection (Sealed Quotation/Tender..)**
- D. Determining Eligibility and Qualification Criteria**
- E. Updating Bid Data Sheet**
- F. Preparation of Bid Invitation Notice**
- G. Updating of Special Condition of Contract**
- H. Specification/Employer's Requirements Placement**
- I. BOQ/Activity Schedule Placement**

- 
- Delete all footnotes

बोलपत्रको कागजात मा योग्यता तथा
क्षमता को आधार तय गर्दा विचार गर्नु
पर्ने विषयहरु



सार्वजनिक खरिद अनुगमन कार्यालय

पत्र संख्या ०७४।७५

चलानी नं.

८०६



डकसमार्ग, ताहाचल

काठमाण्डौ, नेपालसम्पर्क :

४०३०५१८, ४०३०५४६

फ्याक्स : ४०३०६४२

ईमेल : info@ppmo.gov.np

मिति २०७४।७।१५

श्री. सार्वजनिक प्रिन्सिपल

विषय : विभिन्न खरिद विधिको सीमा रकम गणना गर्ने सम्बन्धमा ।

सार्वजनिक खरिद ऐन तथा नियमावलीले सार्वजनिक निर्माण तथा खरिद कार्यका लागि विभिन्न खरिद विधि तथा खरिद प्रकृयाको व्यवस्था गरि सो वाट गर्ने कार्यको रकमको सीमा निर्धारण गरेको छ । तर सीमा निर्धारण गर्दा विभिन्न निकायहरुबाट फरक फरक तवरले हिसाब गर्ने गर्दा एकरूपता कायम हुन नसकेको तर्फ यस कार्यालयको ध्यानाकर्षण भएको छ । कुनै कामको लागी सरकारले / संस्थाले गर्ने खर्च भनेको सम्बन्धित पार्टीलाई गर्ने भुक्तानी, विभिन्न कर रकम र अन्य खर्च समेतको कुल रकमलाई नै जनाउने विषय निर्विवाद रहेको सन्दर्भमा कतिपय निकायले सीमा रकमको हिसाब गर्दा मूल्य अभिवृद्धि कर, कन्टिन्जेन्सी जस्ता खर्चहरु कट्टा गरि हुन आउने रकमलाई मात्र अधिकतम सीमा मान्ने गरेको विषय कानुनी मनसाय र समग्र खरिद ऐन तथा नियमावलीको मर्म विपरीत हुने भएकोले खरिद विधिको सीमा रकम गणना गर्दा मूल्य अभिवृद्धि कर, वर्कचार्ट स्टाफ खर्च, सानातिना अन्य खर्च, मूल्य समायोजन कन्टिन्जेन्सी, फिजिकल कन्टिन्जेन्सी र व्यवस्थापन खर्च समेतलाई जोडिएको / गणना भएको रकमलाई मान्नु पर्ने भएकोले सो अनुसार गर्ने गराउने गरी स्पष्ट गरिएको व्यहोरा मिति २०७४।७।१५ निर्णयानुसार अनुरोध छ ।

६३



प्रधानमन्त्री तथा मन्त्रिपरिषद्को कार्यालय

सार्वजनिक खरिद अनुगमन कार्यालय

ताहाचल, काठमाडौं

प.सं.: २०७८/०७९

च.नं. ५७०

मिति: २०७८।११।१८

विषय: योग्यताका आधारहरू राख्दा ध्यान दिनु पर्ने विषयसंग सम्बन्धित परिपत्र ।

श्री सार्वजनिक निकाय, सबै ।

सार्वजनिक निकायबाट सार्वजनिक खरिदका लागि बोलपत्र आव्हान गर्दा शर्तजन्य प्रावधानका माध्यमबाट खरिद कार्यलाई प्रभावित गरेको भन्ने सम्बन्धी सर्वेभन्दा धेरै गुनासो र उजुरी यस कार्यालयमा प्राप्त हुने गरेको हुँदा सो विषयमा कार्यालयको ध्यानाकर्षण भएको छ। बोलपत्र कागजातमा हुने शर्तजन्य प्रावधानका सम्बन्धमा सार्वजनिक खरिद ऐन, २०६३, सार्वजनिक खरिद नियमावली, २०६४ र सार्वजनिक खरिद अनुगमन कार्यालयले जारी गरेको नमूना बोलपत्र कागजातमा उल्लेखित प्रावधानहरू बमोजिम बोलपत्रदाताको योग्यता तथा मूल्याङ्कनका आधारहरू निर्धारण गर्नुपर्नेमा कुनै बोलपत्रदातालाई लक्षित गरी बोलपत्रसंग असान्दर्भिक प्रावधानहरू उल्लेख गर्ने गरेको सन्दर्भमा यसरी बोलपत्र प्रक्रियाको चरणमा बोलपत्रदाताको योग्यता तथा मूल्यांकनका आधारहरू निर्धारण गर्दा सो सम्बन्धी सबै सार्वजनिक निकायले देहाय अनुसार गर्ने गराउने व्यवस्था हुन मिति २०७८।११।१८ को सचिव स्तरीय निर्णयानुसार अनुरोध छ।

CIRCULAR...



सावजनिक खरिद अनुगमन कार्यालय

ताहाचल, काठमाण्डौ
काठमाण्डौ

प.सं.: २०७८/०७९

च.नं. ५७०

मिति: २०७८।११।१८

विषय: योग्यताका आधारहरू राख्दा ध्यान दिनु पर्ने विषयसंग सम्बन्धित परिपत्र ।

श्री सार्वजनिक निकाय, सबै ।

बोलपत्रमा तललाई उल्लेख गरि बोलपत्रसंग प्रसाद गरिने प्रावधानहरू उल्लेख गर्ने गरेको सन्दर्भमा प्रसारित

देहाय

१. सार्वजनिक खरिद ऐन, २०६३ को दफा ७ को उपदफा (३) को देहाय (ख) मा सार्वजनिक निकायले सार्वजनिक खरिद अनुगमन कार्यालयले तयार गरेको नमूना बोलपत्र सम्बन्धी कागजातमा सामान्यतया सारभूत रूपमा फरक नपर्ने गरी आवश्यकता अनुसार बोलपत्र सम्बन्धी कागजात तयार गर्नु पर्ने व्यवस्था रहेकोले सोही अनुसार गर्ने, गराउने ।
२. सार्वजनिक खरिद ऐन, २०६३ को दफा ४ र दफा ५क. एवं सार्वजनिक खरिद नियमावली, २०६४ को नियम ३ र नियम ५क. मा भएको व्यवस्था अनुसार खरिद विवरण स्पष्टसँग तयार गरी उक्त प्रावधानको पालना भएको सुनिश्चित गर्ने, गराउने ।
३. सार्वजनिक निकायले बोलपत्र सम्बन्धी कागजातमा यस्तो योग्यता तथा मूल्यांकनका आधारहरू निर्धारण गर्दा गुणस्तर कायम गर्न आवश्यक आधारहरू तय भएको, प्रतिस्पर्धा सिमित नहुने सुनिश्चित गरिएको, बजारमा प्रतिस्पर्धीको उपस्थितिको लेखाजोखा भएको र कानूनले प्रत्याभूत गरेको संरक्षणको प्रतिकूल नभएको विषय सुनिश्चित गर्ने गरी पुष्ट्याई सहित त्यस्तो प्रत्येक योग्यता तथा मूल्यांकनका आधारका विषयमा लिखित निर्णय गरी अभिलेख राख्ने, राख्न लगाउने ।

(उज्ज्वल खतिवडा)

Section 4 - Bidding forms (BDF)

- This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

Contents of bidding forms (BDF)

Letter of Technical Bid, Letter of Price Bid, Bidder's information form, JV information form, Financial situation form, Average annual turnover form, Financial resources form, Pending litigation form, General experience form, Specific experience form, Technical experience form, Bidder's proposed specification form, Bid security

Substantial completion : By Court

निर्णय नं. ९५९१ - उत्प्रेषण

फैसला मिति: २०७२/१२/१८ पूर्ण इजलास

सारभूतरूपमा कार्य सम्पन्न भएको मान्नका लागि जुन काम वा उद्देश्यका लागि करार भएको हो सो काम वा उद्देश्य पूरा हुने किसिमबाट कार्य भएको हुनुपर्दछ । यस्तो उद्देश्य प्राप्त नभएको अवस्थामा सारभूतरूपमा काम सम्पन्न भएको मान्न नसकिने ।

SECTION III: EVALUATION AND QUALIFICATION CRITERIA

1. Evaluation

In addition to the criteria listed in ITB 35.2 (a) - (e) the following criteria shall apply.

1.1 Adequacy of Technical Proposal

1.2 Multiple Contracts

1.3 In Case, other than Multiple Contracts

1.4 Completion Time

1.5 Alternative Technical Solutions

1.6 Quantifiable Nonconformities and Omissions

26. Criteria for Qualification of a Construction Entrepreneur

For the Works <2 Caror : Criteria can be imposed if :
Power house, Turbine, Bridge, Tunnel, Cable Car,
Multistoried Building

Qualification (<20 Million Estimate)

2.0 Eligibility

2.1 Conflict of Interest

2.2 Government/DP Eligibility

2.3 Government-Owned Entity

2.4 UN Eligibility

2.5 *Other Eligibility*

Firm Registration Certificate
Business Registration Certificate (License)
VAT and PAN Registration certificate
Tax clearances certificate for the F/Y or Tax return submission evidence or evidence of tax time extension for.
Additional requirements <i>[Insert if any]</i>

2. Qualification (>20Million Estimate)

2.1 Eligibility

2.2 Pending Litigation

2.3 Financial Situation

2.4 Experience

~~2.5 Equipment~~

~~2.6 Personnel~~

2. Qualification

2.1 Eligibility

2.2 Pending Litigation

(Safety from Bankruptcy Risk)

2.3 Financial Situation

2.3.1 Historical Financial Performance

(Credibility)

2.3.2 Average Annual Construction Turnover

(Overall Management Capacity)

2.3.3 Financial Resources

(Liquidity)

2.3.4 Required Bid Capacity

(Effective Potential Capacity of Management)

2. Qualification

2.4 Experience

2.4.1 General Construction Experience

(Business Continuity Check)

2.4.2 Specific Construction Experience

(a) Contracts of Similar Size and Nature

(Single Work Management Capacity)

(b) Construction Experience in Key Activities

(Specific Work Management Capacity)

~~2.5 Equipment : (Availability Check)~~

~~2.6 Personnel : (Availability Check)~~

Eligibility

- Bidder's Running Contracts not more than five (5) as described in ITB Sub-Clause 4.9.
- Note: Only the contracts accepted since 2078-12-03 i.e. March 17, 2022 which are not substantially completed are considered. The contracts those are running under any type of foreign assistance are not accounted for this purpose.

2.3 Financial Situation

2.3.1 Historical Financial Performance

The financial information provided by a Bidder should be reviewed in its **entirety** to allow a **truly informed judgment**, and the **pass-fail decision** on the financial position of the Bidder should be given on this basis.

Balance sheet of the **past three to five years** period which shall be decided according to the nature of the work.

After 6th Amend : Last FY should be positive

2.3.2 Average Annual Construction Turnover

The amount stated should normally not be less than **1.5 x V/T**, the estimated annual turnover in the subject contract based on a straight-line projection of the Employer's **estimated cost (V)**, over the **contract duration (T)** in year.

Contract duration less than one year shall be considered one year.

The multiplier of **1.5** may be reduced up to 1 (one) in accordance with the **size, nature and complexity** of contracts.

2.3.2 Average Annual Construction Turnover

The amount stated should normally not be less than $1.5 \times V/T$,

Estimate Amount = 50 millions Project Period = 9 months

$T = 1 \text{ yr}$

$AACT = 1.5 \times 50 / 1 = 75 \text{ million}$

Estimate Amount = 150 millions Project Period = 18 months

$T = 1.5 \text{ yr}$

$AACT = 1.5 \times 150 / 1.5 = 150 \text{ million}$

2.3.3 Financial Resources

Using Forms FIN - 3 and FIN - 4 in Section IV (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets ⁷ , unencumbered real assets, and other financial resources, (other than any contractual advance payments) to meet the cash-flow requirement of ... (5).....	must meet requirement	must meet requirement	must meet(6).... of the requirement	must meet(7).... of the requirement	Form FIN - 3
--	-----------------------	-----------------------	--	--	--------------

⁷ Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE YEAR.

The total period should **not exceed three months** for estimated cost (excluding Vat) more than NRs. 250 Millions and for estimated cost (excluding Vat) less than NRs. 250 Millions, the total period should **not exceed 5 months**.

Construction cash flow requirement for a number of months (to the nearest half-month), determined as the total time needed by the Employer to pay a contractor's invoice, allowing for

- (a) the actual time consumed for construction, from the beginning of the month invoiced,
- (b) the time needed by the Project Manager to issue the monthly payment certificate,
- (c) the time needed by the Employer to pay the amount certified, and
- (d) a contingency period of one month to allow for unforeseen delays.

The minimum amount of liquid assets i.e. working capital or credit line(s) of the Bidder :

Example:

<i>Contract Value:</i>	<i>24 Caror</i>
<i>Contract period:</i>	<i>12 months</i>
<i>Assuming work time:</i>	<i>1 month</i>
<i>Invoice preparation period:</i>	<i>0.5 month</i>
<i>Time needed to pay:</i>	<i>1 month</i>
<i>Contingency Time:</i>	<i>0.5 month</i>

*Therefore, the minimum required liquid asset will be = $(24/12) \times 3 = 6$ Caror
, i.e. **3 months cash flow** based on the above assumptions.]*

2. Qualification

2.4 Experience

2.4.2 Specific Construction Experience

(a) Contracts of Similar Size and Nature

(i) For Works of Regular Nature or Non-Complex works with value up to NRs. 50 Million

Participation as Prime contractor, management contractor, or subcontractor, in at least One (1) Contract within the last TEN years, with a value of at least NRs 40% that have been successfully or are substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section VI, Works Requirements.

(ii) For Works of Regular Nature or Non-Complex works with value more than NRs. 50 Million

Participation as Prime contractor, management contractor, or subcontractor, in at least **One Contract** within the last TEN years, with a value of at least NRs 60%

2. Qualification

2.4 Experience

2.4.2 Specific Construction Experience

(a) Contracts of Similar Size and Nature

(i) For Works of Complex works with value up to NRs. 50 Million

Participation as Prime contractor, management contractor, or subcontractor, in at least One (1) Contract within the last TEN years, with a value of at least NRs 40% that have been successfully or are substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section VI, Works Requirements.

(ii) For Works of Complex works with value more than NRs. 50 Million

Participation as Prime contractor, management contractor, or subcontractor, in at least **One Contract** within the last TEN years, with a value of at least NRs 60%

Complex Work : JP : at least one Contract within the last TEN years with a value of at least NRs 10% Estimate that have been successfully or are substantially completed and that are similar to the proposed works

Complex works means

- Complex works means those works involving complex technology such as tunnel roads, roads (asphalt concrete, Rigid pavement with high grade concrete etc.), major/special bridges (pre stress bridge, special type of bridges such arch bridge, cable stayed bridge, suspension bridge etc.), airport, large water supply projects, large irrigation projects, hydropower projects and similar works.
- However in case of complex works like tunnel roads, airports, railway lines, hydropower projects, flyover, viaduct etc. for which experienced domestic bidders may not be available in market, in order to enhance capability of domestic bidders, the qualification criteria may be specified in a similar manner for non-complex works i.e. each partner's requirement may be specified as “**not applicable**”.

Evaluation and Qualification Criteria निर्धारण गर्ने Work Cluster देहायबमोजिम गर्ने

Non-Complex	Complex
❖ Premix Pavement ❖ Rigid pavement with grade concrete less than M35 ❖ Wall Construction ❖ Roadway Excavation ❖ Gravelling Works ❖ Drain Construction ❖ Slope Stability Work other than with Pile or Anchors or Nailing ❖ Bridges other than pre stress bridge, special type of bridges such arch bridge, cable stayed bridge, suspension bridge	❖ Tunnel, ❖ Asphalt concrete pavement ❖ Surface Dressing Pavement ❖ Rigid pavement with grade concrete M35 or more ❖ Flyover ❖ Viaduct ❖ Major/special bridges (pre stress bridge, special type of bridges such arch bridge, cable stayed bridge, suspension bridge etc.), ❖ Slope Stability Works with Pile or Anchors or Nailing

Note: Complex Work निर्धारण गरिएकोमा अनुभवी नेपाली निर्माण व्यवसायी उपलब्ध हुने सक्ने नदेखिएमा Each partner requirement Not Applicable गर्न सकिनेछ। उक्त व्यहोरा बोलपत्र स्वीकृत गर्ने टिप्पणी फाईलमा स्पस्ट रुपमा उल्लेख गर्ने।

2.4 Experience

Sl. No.	Criteria Title	Criteria Description
1	General Construction Experience	Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 5 years prior to the applications submission deadline.

Sl. No.	Criteria Title	Criteria Description
2	Contracts of Similar Size and Nature	Participation as Prime contractor, management contractor, or subcontractor, in at least one Airport or Road Project Contracts within the last ten (10) years, each with a value of at least NRs 61.46 Millions that have been successfully or are substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section VI, Works Requirements.
3	Construction Experience in Key Activities	N/A

Criteria Title	Criteria Description
Contracts of Similar Size and Nature	Participation as Prime contractor, Partner of JV ,management contractor, or subcontractor, in at least one asphalt concrete Road of worth NRs.18,50,00,000 having asphalt concrete of 1765.35 cum that have been successfully or are substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section VI, Works Requirements. Only the net amount worked out after deducting the amount for VAT shall be computed and such amount shall be adjusted to the present value by applying wholesale price index of Nepal Rastra Bank. For Single Entity : Must meet requirement For joint Venture : All partners combined, must meet requirement. Each partner and one partner not applicable. Documents Submission Requirements : Form EXP - 2(a) Note::Dense Bituminious Macadam and Asphalt bituminious concrete will be only Considered as asphalt concrete

Experience

Criteria	Compliance Requirement			
Requirement	Single Entity	Joint Venture		
		All Partners Combined	Each Partner	One Partner
Specific Construction Experience: Construction Experience in Key Activities				
For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum construction experience in the following key activities:	must meet all requirements	must meet all requirements	not applicable	not applicable

Key Activities

- List activities indicating volume, number or rate of production as applicable; for the key activity (ies) in the subject contract.
- The rates should be about 80% of the estimated production rates of the key activity(ies) in the subject contract.
- For the rate of production, the rate of production shall be on the basis of the average during the entire contract period.
- Only the activities having weightage 10 percent or more of the total estimated amount that should be manufactured or built by contractor should be considered as key activities
- Key activities or production rates to be specified shall not restrict innovation and better quality.

Key Activities...

- While specifying key activities or production rates, it shall be assured and to be recorded by public entity so that sufficient bidders with required qualification are available in market for adequate competition
- Key activities or production rates to be specified shall be unambiguous e.g. environmental friendly, international/high standard, complex technology etc.
- While specifying Key activities or production rates, the similarity shall be based on the complexity, methods or technology to be adopted.
- The activities that can be sub-contracted or readily available in the market (e.g. lift, elevator, electrical works, special type of facilities etc.) shall not considered as key activities.

Construction Experience in Key Activities

[list activities indicating

No,

Building = 4000 cum, time = 2 yr

*rate of production as applicable] = $0.8 * 4000 / 2 = 1600$ Cum per year*

Only the activities having weightage 10 percent or more of the total estimated amount that should be manufactured or built by contractor should be considered as key activities

Production Rate ????

PR1 : If 9000 Cum Gabion Works in 2 year Contract

PR2 = 4500 Cum per Year

If Firm A has experience of 5000 Cum in 12 months,

Disqualify in case of PR 1

Qualify in Case of PR2

?????

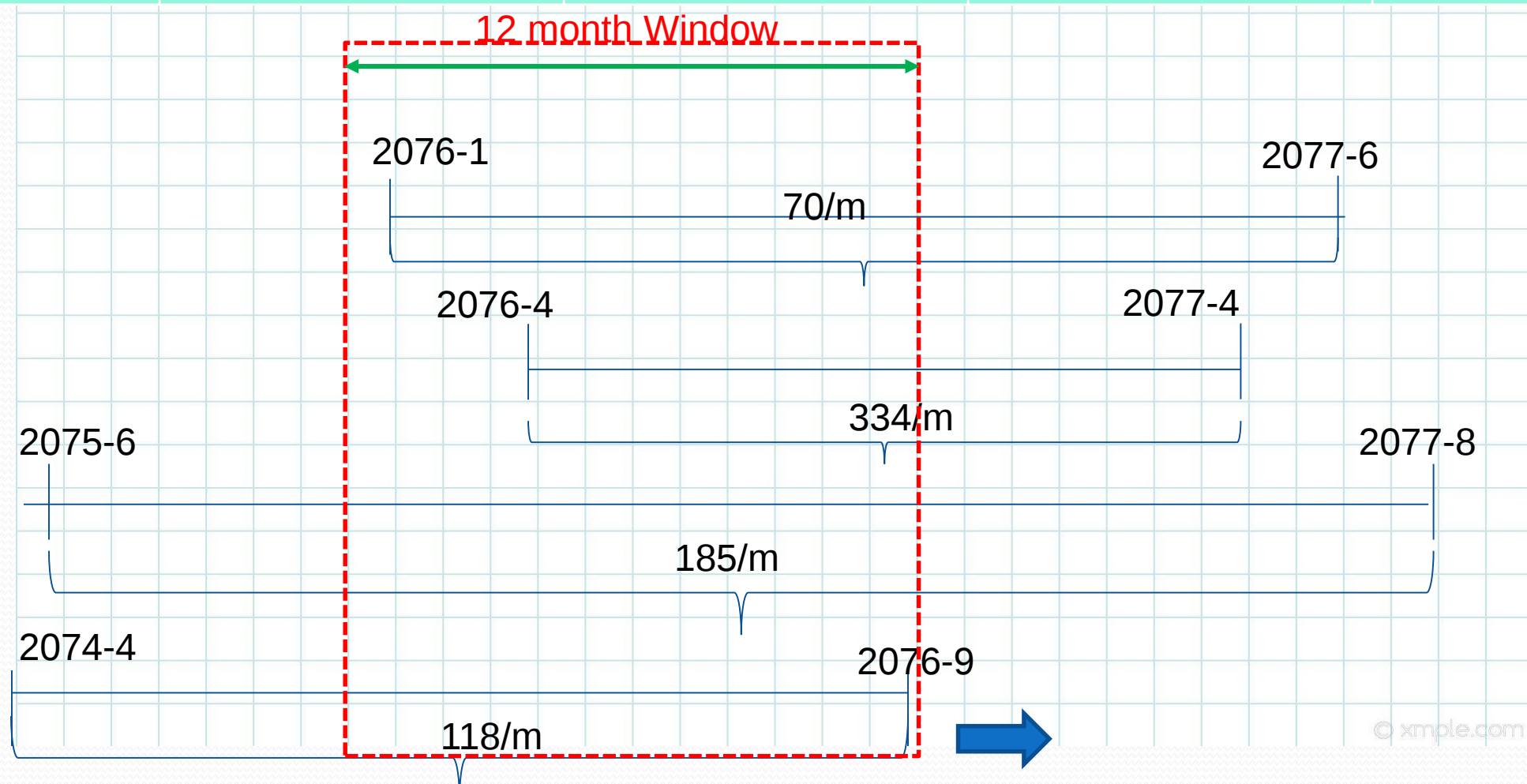
ICB Parliament Building Example :

(b) Construction Experience in Key Activities

For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum construction experience in the following key activities:	must meet all requirements	must meet all requirements	not applicable	not applicable	Form EXP-2(b)
PCC for RCC M20 or Richer Mix - 40970 cum		about 14000 Cum			
Brick Masonry Work - 20028 cum		about 7000 Cum			
Reinforcement Work - 5818 ton					
Steel Structure - 700 ton					

* List the production rate(s) for the key activity or activities in the subject contract. The rates should be about 80% of the estimated production rates of the key activity or activities in the subject contract as needed to meet the expected construction schedule with due allowance for adverse climatic conditios.

Time	2076/4-2077/4	2075/6-2077/8	2074/4-2076/9	2076/1-2077/6
Work Quantity, Cum	4000	4800	3200	1200
Production Rate (Ri)				



????

Contracts of Similar Size and Nature	Participation as Prime contractor, management contractor, or subcontractor, in at least one (1) contracts each with a value without VAT of at least NRS 73,40,00,000.00 that have been successfully or are substantially completed within last 10 years . The similarity shall be: <u>"Construction of RCC Frame Structure Multi story Building with Single basement.</u>
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2.3.4 Required Bid Capacity

The bidding capacity of the bidder should be equal to or more than the NRs...(2a).....	must meet requirement	must meet requirement	must meet(3a)... ... of the requirement	must meet(4a)... ... of the requirement	Form FIN -4,5
--	-----------------------	-----------------------	---	---	------------------

- (2a) Equal to Engineer’s Estimate(without VAT and Contingencies but including Provision Sum)in round figure
- (3a) Usually not less than 25 %
- (4a) Usually not less than 40 %

Form FIN - 3: Bid Capacity

Each Bidder or member of a JV must fill in this form

$$\text{Bid Capacity} = [(5 \times A) - B]$$

A = Average Annual Turnover of best three years out of last ten fiscal years.

B = Annual Value of the existing commitments and works (ongoing) to be completed, calculated from **FIN-4**.

SN	Name of Bidder	Pan No.	A, in Million	B, in Million	Bid Capacity, in Million
1					
2					
3					

Reference Date for B-Calculation : Date of Bid Invitation

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

[illegible]

Note 1: “B” shall be calculated as :

$$B = \sum \left[\frac{(e) \times (a)}{(f)} \right] \times 12$$

If (f) is less than 12, then value of (f) shall be taken as 12.

Contract Share % (a)

Value of outstanding works [In Millions, NRS][#] (e)

Estimated Time in Month to Complete the outstanding works

(f) = (c) + (d) – Date of Invitation of Bid

The Outstanding Works means Contract Price (excluding Vat) minus Work Evaluated by Employer till the reference date.

Note 2: If Initial or Revised Contract Date is run out with respect to Date of Invitation of Bid, the Estimated Time in Month to Complete the outstanding works shall be taken equal to 12 months

IF $(f) < 0$ but > -12 = (f) value = 12 Months

उदाहरण : म्याद गुज्रेको ८ महिना हुदा = $f = १२$

IF $(f) < -12$ = (f) value = 12 Months

उदाहरण : म्याद गुज्रेको १८ महिना हुदा = $f = १२$

Summary : IF (f) calculated ≤ 12 , (f) for B-Calculation = 12

IF (f) calculated > 12 , (f) for B-Calculation = (f) calculated

Calculation of A-Value

A = Average Turnover of Last Five Years only

- ☐ **Convert to Present Value** applying Inflation Index
- ☐ **IF Turnover is in Foreign Currency** : Just apply the present currency conversion factor with the date of Bid Invitation as Reference Date

2.7 Subcontractors

The experience and financial capacity of the sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

The sub-contractors proposed *shall be fully qualified for their work proposed*, and meet the following criteria:

2.7 (a) Nature of Works that **can be sub contracted**:

(i)

(ii)

Note: Employer should specify the nature of work, if sub-contracting is permitted.

2.7 Subcontractors

2.7 (b) Qualification Criteria

The proposed sub-contractor shall meet the following requirements:
Completion of 80% of the quantity of the work being sub contracted

Average Annual Construction Turnover for the work being sub contracted should be at least $1.5 * V/T$ where V is the proposed value of sub contract and T is time in year. For contract duration of up to 1 year, T shall be “1”.

Financial Resources: The sub contract must demonstrate that it has the financial resources to meet its current contract commitment plus three months' requirements for the sub contracted work.

Note: Delete 2.7(b) if 2.7(a) is not applicable

Exercise

- Building Construction Project with 25 caror grand total cost – Non Complex
- Construction Time = 3 year
- Major Works : Concrete 3500 cum, Brick Works = 2000 Cum
- Similar Size and Nature : $0.6 \times (25/(1.37)) = \text{????}$
- Key Activities : Production rate = Concrete 3500 cum/3, Brick Works = 2000 Cum/3
- Turnover : $1.5 \times V / T = 1.5 \times (25/(1.37)) / 3 = \text{????}$
- Financial Requirement :

GCC 26.1	The Site Possession Date(s) shall be: <i>[insert location(s) and date(s)]</i> <i>[Note: If the Site is made available by section, the different dates should be listed here]</i>
GCC 30.1	The place of arbitration shall be: Myagang Rural Municipality Office

2.5 Other Eligibility					
Firm Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Business Registration Certificate (License)	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
VAT and PAN Registration certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Tax clearances certificate for the F/Y or Tax return submission evidence or evidence of tax time extension for.	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Additional requirements <i>[Insert if any]</i>					

<i>[insert the prevailing interest rate]</i>	
The Contract is not subject to price adjustment, and the following information regarding coefficients does not 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 and attached as Annex-1.	
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 and attached as Annex-1.	
The Price Adjustment amount shall be limited to a maximum of: not adjustable	
The Performance Security amount is: <i>[Insert required percent]</i> <i>[insert amount including an additional amount based on ITB 29.5 and/or ITB 34.1 if the Employer has increased the Performance Security amount]</i>	

G. Finishing the Contract

GCC 71.1		The date by which operating and maintenance manuals are required is; within 7 days after completion of contract work
ITB 29.4	Bidders are <i>[insert “permitted” or “not permitted”]</i> to quote separate prices for lots (Contracts), and a single Bidder will be awarded multiple lots (Contracts) based on provision of Paragraph 1.1, Multiple Contracts Section III (Evaluation and Eligibility Criteria): <i>[If permitted to quote separate prices for lots (Contracts), insert the following otherwise delete]</i> <i>Multiple contracts comprising of following lots (contracts):</i>	
	The date by which “as built” drawings are required is: within 15 days after finishing the work The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals is: 20000	
	The maximum number of days is: 260	

General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts.

- Information on Matters governing the performance of the Contractor
- Payments under the Contract
- Matters affecting the risks, responsibilities, rights, and obligations of the parties
- To be read in conjunction with the Special Conditions of Contract and other documents as listed in Bidding document,
- To be written in simple language and Standard clauses with no change,

The GCC contain standard provisions that have been designed to remain unchanged and to be used without modifying their text.

The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced through the SCC.

GCC Clause

- A. General
- B. Staff and Labor
- C. Time Control
- D. Quality Control
- E. Cost Control
- F. Force Majeure
- G. Finishing the Contract

Contents of general conditions of contract (GCC)

1. General

Definitions, Interpretation, Language and law, Project manager's decisions, Delegation, Communications, Subcontracting, Other contractors, Personnel and equipment, Employer's and contractor's risks, Employer's risks, Contractor's risks, Insurance, Site investigation reports, Contractor to construct the works, The works to be completed within completion date, Approval by the project manager, Safety, Discoveries, Possession of the site, Access to the site, Instructions, inspections and audits, Dispute settlements, Appointment of the adjudicator/ DRC members, Procedures for disputes

Contents of general conditions of contract (GCC)...

2. Time control

Program, Extension of the intended completion date, Accelerations, Delays ordered by the project manager, Management meetings, Early warnings

3. Quality control

Identifying defects, Tests, Correction of defects, Uncorrected defects

4. Cost control

Contract price, Change in the contract price, Variations, Cash flow forecasts, Payment certificates, Payments, Compensation events, Tax, Currency, Price adjustment, Retention, Liquidated damages, Bonus, Advance payment, Securities, Dayworks, Cost of repairs

Contents of general conditions of contract (GCC)...

5. Finishing the contract

Completion, Taking over, Final account, Operating and maintenance manuals, Termination, Fraud and corruptions, Blacklisting, Instructions, Inspections and audits, Payment upon termination, Property, Release from performance

GCC Contents : Ex.

41. Tests	41.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
54. Retention	54.1 The Employer shall retain from each payment the proportion stated in the SCC until Completion of the whole of the Works. 54.2 Upon the issue of a Defects Liability Certificate by the Project Manager, in accordance with GCC 70.1, half the total amount retained shall be repaid to the Contractor and half when the Contractor has submitted the evidence of submission of tax return to the concerned Internal Revenue Office. On completion of the whole works, the Contractor may substitute retention money with an “on demand” bank guarantee.

Special Conditions of Contract (SCC)...

- Special Conditions of Contract shall supplement the GCC.
- Whenever there is a conflict, the provisions of SCC shall prevail over those in the GCC.
- Special Conditions of Contract provides contract specific information in relation to Clauses in GCC,
- If provisions in GCC are not relevant to the Contract, those should be marked “NA” (Not applicable).
- If provisions in GCC are not sufficient to describe the contract specific information, those clauses may be modified or some new provisions may be added, as needed.
- Special Conditions of Contract to be filled by the Employer before issuance of Bidding documents.

Particular Conditions of Contract (PCC)

- **In case of ICB**, the PCC complement the GCC to specify data and contractual requirements linked to the special circumstances of the Country, the Employer.
- **Part A - Contract Data** of the PCC should include data to complement the GCC in a manner similar to the way in which the Bid Data Sheet (BDS) complements the Instructions to Bidders (ITB).
- **Part B - Specific Provisions of the PCC** are sample provisions which are included as reference for use by the Employer in preparing the Specific provisions.
- Project specific requirement may require the sample provisions to be retained, modified or deleted and new provisions added while preparing the Specific Provisions for each specific Contract.

Section IX: Special Conditions of Contract

Special Conditions of Contract

A. General	
GCC 1.1 (q)	The Employer is <i>[Insert the Name and Address of the Employer]</i>
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall <u>be</u> <i>insert intended completion date]</i> <i>[If different dates are specified for completion of the Works by section ("sectional completion" or milestones), these dates should be listed here]</i>
GCC 1.1(bb) & 10.1	The Project Manager is..... <u>insert name of Project Manager]</u> The Project Manager and Engineer are synonyms.
GCC 1.1 (ee)	The Site is located at..... <u>insert location]</u> and is defined in drawings No. <u>insert</u>
GCC 1.1 (hh)	The Start Date shall be <u>insert date]</u>
GCC 1.1 (ll)	The Works consist of <u>insert brief summary of the works]</u>
GCC 2.2	Sectional Completions are: ... <u>insert detail if applicable]</u>
GCC 2.3(i)	The following documents also form part of the <u>Contract:..... insert if any documents]</u>
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 <i>[may or may not]</i> delegate any of his duties and responsibilities.
GCC 13.1	For DP Funded: <i>[insert the following text if sub-contracting is permitted]</i> Maximum percentage of subcontracting permitted is: [<i>sub-contracting percentage should be same as in ITB 34.4]</i> % of the total contract amount Nature of Works that can be sub contracted: 1. <u>insert</u> 2. <u>insert</u> Qualification Criteria The proposed sub-contractor shall meet the following requirements: 1) Completion of 80% of the quantity of the work being sub contracted



Section IX: Special Conditions of Contract

	2) Average Annual Construction Turnover for the work being sub contracted should be at least $1.5 * V/T$ where V is the proposed value of sub contract and T
	is time in year. For contract duration of up to 1 year, T shall be “1”.
	Financial Resources: The sub contract must demonstrate that it has the financial resources to meet its current contract commitment plus three months’ requirements for the sub contracted work.
GCC 14.1	Schedule of other contractors: <i>[Insert details as appropriate].</i>
GCC 19.1	The minimum insurance amounts and deductibles shall be: 1. The minimum cover for loss of or damage to the Works, Plant and Materials is: 115% of the Contract Amount. 2. The maximum deductible for insurance of the Works and of Plant and Materials is: <i>[insert ...(a)... of sum <u>insured</u>]¹⁶</i> 3. The minimum cover for loss or damage to immovable Equipment/plants is: 100 % (i.e Replacement Cost) 4. The maximum deductible for insurance of Equipment/plant is: 1 % of sum <u>insured</u>. 5. The minimum cover for loss of or damage to other property is: <i>[insert amount]¹⁷</i> with unlimited number of occurrences 6. The maximum deductible for insurance of other property is: 1 % of sum <u>insured</u>. 7. The minimum cover for personal injury or death insurance i. for the Contractor’s employees is that specified in the Labor act of Nepal and ii. for other people is <u> </u>:<i>[insert amount between 0.7 to 1 million]</i> with an unlimited number of occurrences
GCC 20.1	Site Investigation Reports are: ... <i>[list documents].</i>
GCC 23.1	The following shall be designed by the <u>Contractor</u> :..... <i>[insert as appropriate].</i>
GCC 26.1	The Site Possession Date(s) shall be: <i>[insert location(s) and date(s)]</i> <i>[Note: If the Site is made available by section, the different dates should be listed here]</i>
GCC 30.1	The place of arbitration shall be: <i>[insert place]</i>



Section IX: Special Conditions of Contract

C. Time Control	
GCC 34.1	<u>The Contractor</u> shall submit for approval a Program for the Works within

¹⁶ (a) Insert value in percentage [For works with value up to 250 million 0.75%, for works with value 250 million to 1 billion value calculated by linear interpolation between 0.75% and 0.5% and for works with value above 1 billion-0.25 %]. As the value of works increases, deductibles should be lower.

¹⁷ The amount depends on location, environment of construction site ,surrounding property etc. and hence differs case to case. Suitable amount should be inserted depending upon site condition and surrounding environment.

	 <i>[Insert days]</i> days from the date of the Letter of Acceptance.
GCC 34.3	The period between Program updates is <i>[Insert days]</i> days. The amount to be withheld for late submission of an updated Program is <i>[Insert Amount]</i>
D. Quality Control	
GCC 42.1	The Defects Liability Period is: <i>[insert 365]</i> days.
E. Cost Control	
GCC 49.1	<i>[insert the prevailing interest rate]</i>
GCC 53.1	The Contract <i>[Insert “is” or “is not”]</i> subject to price adjustment, and the following information regarding coefficients <i>[Insert “does” or “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 and attached as Annex-1.
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 and attached as Annex-1.
GCC 53.7	The Price Adjustment amount shall be limited to a maximum of: For GoN Funded: <i>[Insert percent]</i> percentage of the initial Contract Amount <i>[normally 25 %]</i> For DP Funded: Not Applicable
GCC 54.1	The proportion of payments retained is: For GoN Funded: 5 (five) percent For DP Funded: <i>[Insert 5 (five) to 10 (ten) percent]</i>
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.



Section IX: Special Conditions of Contract

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 <i>[Insert Amount]</i> of the final Contract Price.
GCC 57.1	The Advance Payments shall be: <i>[Insert amount]</i> and shall be paid in two equal installments and to the <u>Contractor</u> <i>[specify how and when the installments will be paid]</i>
GCC 57.3	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 <u><i>[Insert percentage]</i></u> ¹⁸ of 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 price.
GCC 58.1	The Performance Security amount is: <u>.....</u> <i>[Insert required percent]</i>

¹⁸ [% of advance payment × 100/[(80-30)]]

	<i>[insert amount including an additional amount based on ITB 40.1 and/or ITB 35.5 if the Employer has increased the Performance Security amount]</i>
G. Finishing the Contract	
GCC 71.1	The date by which operating and maintenance manuals are required is; <i>[Insert date]</i>
GCC 71.2	The date by which “as built” drawings are required is: <u>.....</u> <i>[Insert date]</i> The amount to be withheld for failing to produce “as built” drawings and/or Operating and maintenance manuals is: <u>.....</u> <i>[Insert Amount]</i>
GCC 72.3 (i)	The maximum number of days is: 200
GCC 80	The Project Manager has to obtain the specific approval of the Employer for taking any of the following <u>actions</u> : 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; <u>emergency situation</u> 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;

Section 8 - Contract forms (COF)

This Section contains forms which, once completed, will form part of the Contract.

Contents of contract forms (COF)

Letter of intent, Letter of acceptance, Agreement form, Performance security, Advanced payment security

Verification in written

- All
Guarantee

58. Securities

58.1 The Performance Security, including any additional security required as per ITB 35.5 and ITB 40.1, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a **Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.** acceptable to the Employer, and denominated in Nepalese Rupees. The Performance Security shall be valid until a date 30 days from the date of issue of the Defect Liability Certificate in the case of a bank guarantee.

Any additional performance security required as per **ITB 35.5 shall be valid until a date 30 days from the date of issue of the certificate of Completion** in the case of a bank guarantee.
(Performance Security Amount = [(0.85 x Cost Estimate - Bid Price) x 0.5] + 5% of Bid Price.)

Any additional **performance security required as per ITB 40.1 shall be valid until a date 30 days from the date of issue of the certificate of DLP** in the case of a bank guarantee.

Advance Payment

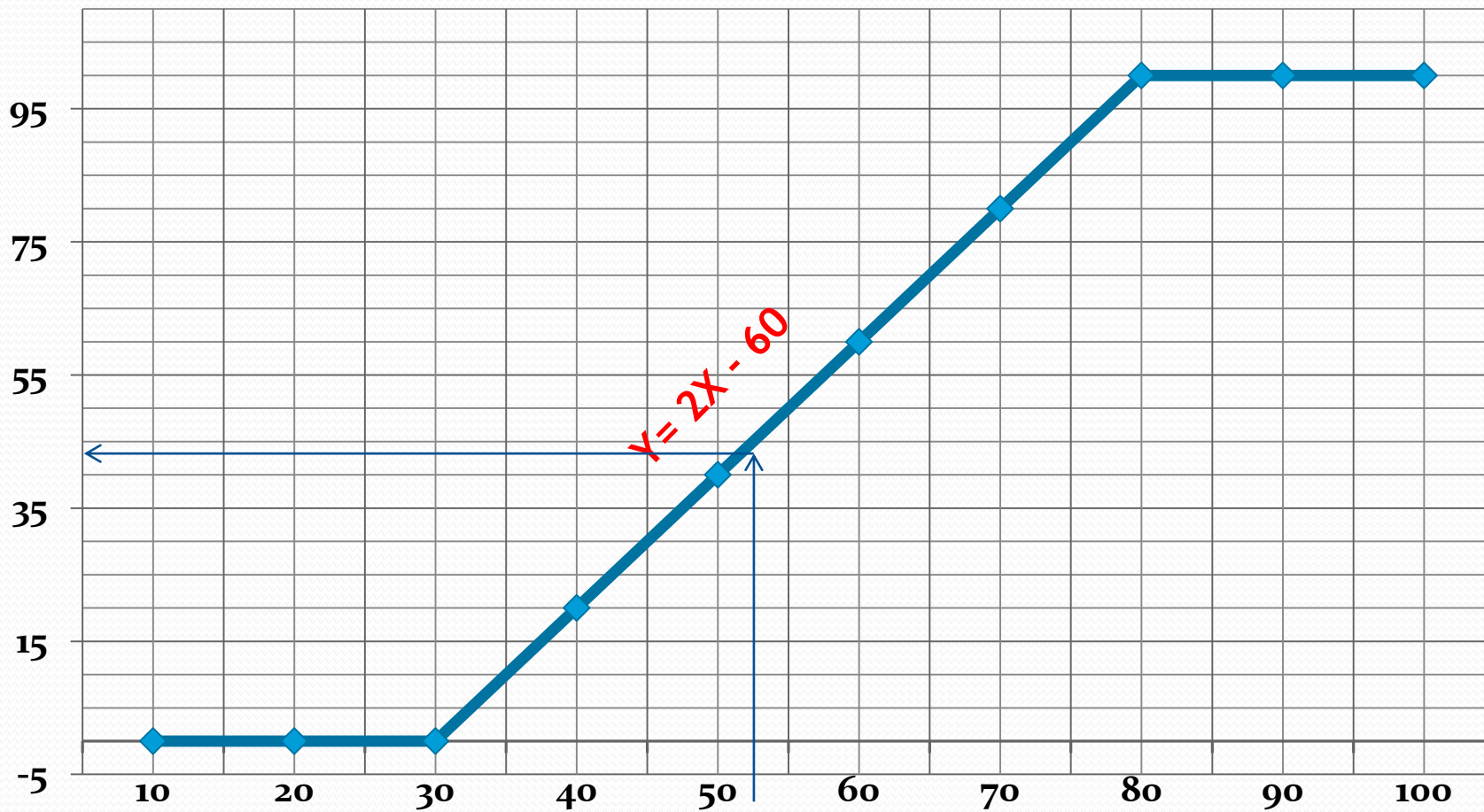
- The Employer shall make advance payment to the Contractor of the amounts stated in the SCC in **two equal installments** by the date **stated in the SCC**, against provision by the Contractor of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.in a form acceptable to the Employer in amounts equal to the advance payment.
- The **guarantee shall remain effective until the advance payment** has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. **Interest shall not** be charged on the advance payment.

Advance Payment

- The Contractor is to *use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses* required specifically for execution of the Contract.
- The Contractor *shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.*
- *Forfeit ?????*

Advance Payment Deduction Line

Cumulative Advance Amount
Deduction (% of Total Advance)



IPC Amount in Contract %

Exercise

Letter of Intent [on letterhead paper of the Employer]

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]

[Notes on Letter of Intent

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.]

Contract Agreement

THIS AGREEMENT made the day 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 Contract should 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 Technical and Price 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
 - (j) Table of Price Adjustment Data
 - (k) List of Approved Subcontractors *[For GoN funded project]*
 - (l) *[Specify if there are any other document]*
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 Bank)

..... *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.

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

ddkjha2019@gmail.com

धन्यवाद!!!