



नेपाल सरकार
पुर्वाधार विकास मन्त्रालय
संघीय सडक सुपरिवेक्षण तथा अनुगमन कार्यालय, काठमाडौं
सडक डिभिजन जनकपुर
मुजेलिया, धनुषा

सूचना

प्रकाशित मिति : २०८३/०५/२१

सार्वजनिक खरिद (सोहोँ संसोधन) नियमावली, २०८३ मा भएका व्यवस्थाहरु सम्बोधन गर्ने गरी सार्वजनिक खरिद अनुगमन कार्यालय, काठमाडौंको मिति २०८३.०५.१८ को सचिवस्तरीय निर्णयानुसार Bidding document संसोधन तथा परिमार्जन गरिएको हुंदा यस डिभिजनको मिति २०८३.०४.२५ गते bolpatra.gov.np मा प्रकाशित Invitation for Electronic Bids, Notice No.: RDJKR/०८३/८४-०२ मा आह्वान भएको र मिति २०८३/०५/१५ मा राजधानी दैनिक पत्रिकामा प्रकाशित संसोधित सूचना Notice No.: RDJKR/०८३/८४-०२ (With Amendment) मा समेत रहेको बोलपत्रहरुको संसोधित म्याद निम्नानुसार रहेको छ ।

Bid Document Purchasing Date	Last Date of Bid Submission	Date of Bid Opening
2026-09-15 (2083/05/30) Time: Office time Road Division Janakpur	2026-09-16 (2083/05/31) Time: 12:00 hrs Road Division Janakpur	2026-09-16 (2083/05/31) Time: 13:00 hrs Road Division Janakpur



GOVERNMENT OF NEPAL
MINISTRY OF INFRASTRUCTURE DEVELOPMENT
DEPARTMENT OF ROADS
FEDERAL ROAD SUPERVISION AND MONITORING OFFICE, KATHIMANDU
ROAD DIVISION JANAKPUR
JANAKPURDHAM, DHANUSHA



Ref No. :- 348-083/84

Date :- B.S. 2083-05-20

N.S. :- ११४६ गुंतागा, ९ शनिवार

Subject: Amendment No.-3 सम्बन्धमा ।

TO WHOM IT MAY CONCERN

सार्वजनिक खरिद (सोर्हो संसोधन) नियमावली, २०८३ मा भएका व्यवस्थाहरु सम्बोधन गर्ने गरी सार्वजनिक खरिद अनुगमन कार्यालय, काठमाडौंको मिति २०८३.०५.१८ को सचिवस्तरीय निर्णयानुसार Bidding document संसोधन तथा परिमार्जन गरिएको हुंदा यसडिभिजनकोमिति२०८३।०४।२५गते bolpatra.gov.np माप्रकाशित Invitation for Electronic Bids, Notice No.: RDJKR/083/84-02मा आह्वान भएको र मिति २०८३/०५/१५ मा राजधानी दैनिकपत्रिकामाप्रकाशित संसोधित सूचनाNotice No.: RDJKR/083/84-02 (With Amendment) मा समेत रहेको तपशिलमा उल्लेखित ठेक्काहरुको Bid document को ITB र GCC मा निम्नानुसार Amendment गरिएको छ।

१. ठे.नं. RDJKR/33701138/083/84/14 देखि ठे.नं. RDJKR/33701136/083/84/21 सम्म निम्नानुसार Amendment गरिएको छ।

ITB No.	Description	Existing Clause	Clause after Amendment
ITB 3.3(e)	Fraud and Corruption	if the bidder fails to inform about the saturation of the maximum number of contracts as per ITB 4.9.	if the bidder fails to inform or informs after the specified time about the saturation of the maximum number of contracts as per ITB 4.9.
ITB 35.2	Evaluation of Price Bids	If evaluated bid price was more than 30% below cost estimate, Employer shall reject the bid as non-responsive.	If the evaluated Bid Price of the Bidder is more than 30 (thirty) percent below or substantially higher than the cost estimate, the Employer shall reject the Bid as non-responsive.
ITB 35.5	Evaluation of Price Bids	If the bid for a Unit Rate Contract, evaluated as per ITB 36.1 is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities as per	If the bid for a Unit Rate Contract, evaluated as per ITB 36.1, is front-loaded or has quoted abnormally high rate for any item believing that the item was underestimated, the Employer shall require the Bidder to provide clarification along with detailed rate analysis,

Verified Digital Signature Signed By
Dargoga Prasad
prasadargoga@gmail.com

(Dargoga Prasad)

Divisional Chief



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		ITB 27.1, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the rate analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract or may consider the bid as non-responsive.	for any or all items of the Bill of Quantities as per ITB 27.1. The rate analysis submitted shall be analyzed and compared against prevailing norms and rates, on the basis of the work execution methodology, technology, and management methods specified by the bidder. If the clarification is deemed unsatisfactory, the Employer shall require that the amount of the performance security be increased at the expense of the Bidder as specified in BDS .
ITB 35.7	Evaluation of Price Bids	In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.	If all the Bids evaluated are substantially higher than the cost estimate, the employer may negotiate with the bidder who submitted the lowest evaluated substantially responsive Bid to propose a lump sum discount rate in order to bring the bid price within the approved cost estimate. However, no change in the substance of the bid is permitted during the negotiations.
ITB 35.8	Evaluation of Price Bids	If the bid price of the selected Bidder as per ITB 36.1 is substantially higher than the approved cost estimate, the employer may negotiate with the corresponding bidder to propose a lump sum discount rate in order to bring the bid price within the approved cost estimate. However, no change in the substance of the bid is permitted during the negotiations.	If no agreement can be reached as per ITB 29.8, the employer shall cancel the procurement proceedings.

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ITB 36.1	Comparison of Bids	The Employer shall evaluate all the bid prices of the substantially responsive bids in accordance with ITB 35.2. The Employer shall determine the Average Bid Price of all the substantially responsive Bids. The Bid Price which is closest to the Average Bid Price shall be selected for awarding the contract. In case two or more Bid Prices are determined to be equally closest to the Average Bid Price, the Bid Price which is below the Average Bid Price shall be selected for awarding the contract.	The Employer shall evaluate all the bid prices of the substantially responsive bids in accordance with ITB 35.2. The Employer shall determine the Average Bid Price of all the substantially responsive Bids. The Bid Price which is closest to the Average Bid Price <u>AND is not substantially higher than the cost estimate</u> shall be selected for awarding the contract. In case two or more Bid Prices are determined to be equally closest to the Average Bid Price, the Bid Price which is below the Average Bid Price shall be selected for awarding the contract.
ITB 39.5	Letter of Intent to Award the Contract/Notification of Award	Contained the provision regarding exclusion of bidder where corruption case was filed against director/natural person/JV partner on Government instruction.	No Clause

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GCC Clause	Description	Existing Clause	Clause after Amendment
GCC 35.2	Extension of the Intended Completion Date	Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information at least 21 days prior to the intended completion date. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date. Along with full supporting information, the contractor shall also submit a revised work schedule and ensure that the Performance Security, Insurance, and Advance Payment Security (if any) remain valid. The contractor shall submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents, as required with extended validity, within seven (7) days of receiving the Letter of Extension of Intended Completion Date from the Employer.	The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information at least 21 days prior to the intended completion date. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date. Along with full supporting information, the contractor shall also submit a revised work schedule and ensure that the Performance Security, Insurance, and Advance Payment Security (if any) remain valid. The contractor shall submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents, as required with extended validity, within fifteen (15) days of receiving the Letter of Extension of Intended Completion Date from the Employer.
GCC 35.3	Extension of the Intended Completion Date	No Clause	If the contractor fails to submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents, as required with extended validity within the

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			prescribed time as per GCC 35.2, the Contractor shall pay a fine at the rate of 0.01% of the final contract price (without VAT but including PS) per day for a maximum of fifteen (15) days. The Employer may deduct the fine from payments due to the Contractor.
GCC 72.3(k)	Termination	No Clause	If the Contractor fails to submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents even after the time period indicated in GCC 35.3.

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२. ठे.नं. RDJKR/33701130/083/84/22 देखि ठे.नं. RDJKR/337310113/083/84/26 सम्म निम्नानुसार
Amendment गरिएको छ।

ITB No.	Description	Existing Clause	Clause after Amendment
ITB 3.3(e)	Fraud and Corruption	if the bidder fails to inform about the saturation of the maximum number of contracts as per ITB 4.9.	if the bidder fails to inform or informs after the specified time about the saturation of the maximum number of contracts as per ITB 4.9.
ITB 29.2(e)	Evaluation of Bids	If the evaluated Bid Price of the Bidder is more than 30 (thirty) percent below the cost estimate, the Employer shall reject the Bid as non-responsive.	If the evaluated Bid Price of the Bidder is more than 30 (thirty) percent below or substantially higher than the cost estimate, the Employer shall reject the Bid as non-responsive.
ITB 29.5	Evaluation of Price Bids	if the bid for a Unit Rate Contract, evaluated as per ITB 30.1 is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities as per ITB 24.1, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the rate analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract or may consider the bid as non-responsive.	If the bid for a Unit Rate Contract, evaluated as per ITB 30.1, is front-loaded or has quoted abnormally high rate for any item believing that the item was underestimated, the Employer shall require the Bidder to provide clarification along with detailed rate analysis, for any or all items of the Bill of Quantities as per ITB 24.1. The rate analysis submitted shall be analyzed and compared against prevailing norms and rates, on the basis of the work execution methodology, technology, and management methods specified by the bidder. If the clarification is deemed unsatisfactory, the Employer shall require that the amount of the performance security be increased at the expense of the Bidder as specified in BDS.

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ITB 29.7	Evaluation of Bids	In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.	If all the Bids evaluated are substantially higher than the cost estimate, the employer may negotiate with the bidder who submitted the lowest evaluated substantially responsive Bid to propose a lump sum discount rate in order to bring the bid price within the approved cost estimate. However, no change in the substance of the bid is permitted during the negotiations.
ITB 29.8	Evaluation of Bids	If the bid price of the selected bidder as per ITB 30.1 is substantially higher than the approved cost estimate, the employer may negotiate with the corresponding bidder to propose a lump sum discount rate in order to bring the bid price within the approved cost estimate. However, no change in the substance of the bid is permitted during the negotiations.	If no agreement can be reached as per ITB 29.8, the employer shall cancel the procurement proceedings.

GCC Clause	Description	Existing Clause	Clause after Amendment
GCC 35.2	Extension of the Intended Completion Date	The The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information at least 21 days prior to the intended completion date. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered	The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information at least 21 days prior to the intended completion date. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be

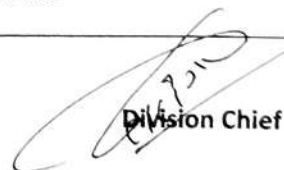
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		in assessing the new Intended Completion Date. Along with full supporting information, the contractor shall also submit a revised work schedule and ensure that the Performance Security, Insurance, and Advance Payment Security remain valid. Within seven (7) days of the receipt of Letter of Extension of Intended Completion Date from the Employer, the contractor shall submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents as required with extended validity.	considered in assessing the new Intended Completion Date. Along with full supporting information, the contractor shall also submit a revised work schedule and ensure that the Performance Security, Insurance, and Advance Payment Security remain valid. Within fifteen (15) days of the receipt of Letter of Extension of Intended Completion Date from the Employer, the contractor shall submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents as required with extended validity.
GCC 35.3	Extension of the Intended Completion Date	No Clause	If the contractor fails to submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents, as required with extended validity within the prescribed time as per ITB 35.2, the Contractor shall pay fine at the rate of 0.01% of the final contract price (without VAT but including PS) per day for a maximum of fifteen (15) days. The Employer may deduct the fine from payments due to the Contractor.


Division Chief