



नेपाल विद्युत प्राधिकरण

(नेपाल सरकारको स्वामित्व)

उत्पादन निर्देशनालय

मझौला उत्पादन संचालन तथा सम्भार विभाग

इलाम (पुवाखोला) जलविद्युत केन्द्र



Amendment-2

“Maintenance of River Bank Protection Work at Ilam (Puwakhola) HPS “ IFB No. NEA-IHPS-2083/084-CW(ST)-02

			is amended to
1)	3. Fraud and Corruption Clause 3.3 Point e)	Clause 3.3 Point (e) 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.”
2)	29. Evaluation of Bids Clause 29.2 Point e) Second paragraph	“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.”
3)	29. Evaluation of Bids	29.5 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	29.5 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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		against financial loss in the event of default of the successful Bidder under the Contract or may consider the bid as non-responsive.	
4)	29. Evaluation of Bids	29.7 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.	Deleted
5)	29. Evaluation of Bids	29.8 If all the Bids evaluated are substantially higher than the cost estimate, the employer may negotiate with the bidder whose evaluated Bid Price is closest to the cost estimate 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.	a) 29.8 is amended to 29.7 b) 29.7 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.
6)	29. Evaluation of Bids		Added 29.8 If no agreement can be reached as per ITB 29.7, the employer shall cancel the procurement proceedings.
7)	GCC 35. Extension of the Intended Completion Date 2 nd paragraph	"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	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.

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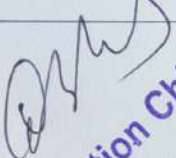
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गोलबजार, इलाम

		Guarantee (if any) and Insurance Policy documents as required with extended validity."	
8)	GCC 35. Extension of the Intended Completion Date		Added in GCC 35 35.3 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.
9)	72. Termination		Added GCC 72.3 k) The Contractor fails to submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents with extended validity within the time prescribed pursuant to GCC 35.3.


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