



**Procurement of Supply and Delivery of IRI Class I and Class II Equipment
(MCA-N/RMP/SH/052)**

ADDENDUM #1

Issued on 12 July 2022

This Addendum No. 1 modifies respective portions of the Request for Quotations (RFQ) issued on 1 July 2022. The changes, as indicated below, are effective on the date of issue of this Addendum.

Except as expressly amended by this Addendum, all other terms and conditions of the Request for Quotations - issued on 1 July 2022 remains unchanged and shall remain in full force and effect in accordance with their terms.

SN	Pages/Paragraph	Amendments
1	Page 2 clause 7, regarding to extend the deadline to request for Clarifications	<p>“Clarifications: Any clarifications needed shall be submitted in writing to MCANepalPA@cardno.com not later than 08 July 2022 by 12:00 hours Nepal Time. MCA-Nepal will consolidate all submitted requests for clarifications and will issue a Q&A/Clarifications response document not later than 12 July 2022.”</p> <p>has been replaced by:</p> <p>“Clarifications: Any clarifications needed shall be submitted in writing to MCANepalPA@cardno.com not later than 15 July 2022 by 12:00 hours Nepal Time. MCA-Nepal will consolidate all submitted requests for clarifications and will issue a Q&A/Clarifications response document not later than 19 July 2022.”</p>
2	Page 4, Clause 21, to extend the deadline for submission of quotations.	<p>“21. Deadline for submission of quotations is 18 July 2022, at 15:00 hours local time in Kathmandu, Nepal (GMT+5:45).”</p> <p>has been replaced by:</p> <p>“21. Deadline for submission of quotations is 25 July 2022, at 15:00 hours local time in Kathmandu, Nepal (GMT+5:45).”</p>

3	Page 27, new clause (clause 18) is added to the CONDITIONS OF THE PURCHASE ORDER:	Clause 18 related to Force Majeure is added to the CONDITIONS OF THE PURCHASE ORDER as described in Attachment 1 of this addendum.
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ATTACHMENT 1

18. Force Majeure:

- I. For the purposes of this Contract, “Force Majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third party over whom such Party has control, including any Subcontractor/Manufacturer), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party’s reasonable diligence, and (d) makes such Party’s performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances.
- II. The failure of a Party to fulfill any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure.
- III. A Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of Force Majeure.
- IV. A Party affected by an event of Force Majeure shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- V. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- VI. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under this Contract is the result of an event of Force Majeure.
- VII. In the case of disagreement between the Parties as to the existence or extent of an event of Force Majeure, the matter shall be settled by amicable settlement.