



Procurement of Plant Design, Supply, Delivery, Installation, Testing and Commissioning of
Lot 1: Lapsiphedhi-Ratmate-New Hetauda 400kV D/C Transmission Line
Lot 2: Ratmate-New Damauli 400kV D/C Transmission Line
Lot 3: New Damauli-New Butwal 400kV D/C Transmission Line (Base) And New Butwal -
Nepal/India Border 400kV D/C Transmission Line (Option)

ADDENDUM #2

This Addendum No. 2 modifies respective portions of the Bidding Document issued on 28 November 2022 and amended through Addendum No. 1 on 4 January 2023. 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 Bidding Document - issued on 28 November 2022 and amended through Addendum No. 1 issued on 4 January 2023 remains unchanged and shall remain in full force and effect in accordance with their terms.

SN	Pages/Paragraph	Amendments
1.	Part 1: Page 49, Section II. Bid Date Sheet, ITB 12.2	Add Serial Numbers 34, 35 and 36 at the end of the list in Bid Data Sheet ITB 12.2 which shall be amended to read as follows: <ol style="list-style-type: none"> 1) Letter of Technical Offer 2) Bid Security (Bank Guarantee) 3) TECH-1: Design Proposal 4) TECH-2: Method Statement 5) TECH-3: Environmental, Social Gender, Health & Safety Staffing Methodology 6) TECH-4: Program 7) TECH-5: Project Management Organization 8) TECH-6: Construction Equipment 9) TECH-7: CVs of Key Personnel 10) ELI-1: Bidder Information Sheet 11) ELI-2: Joint Venture/Association/Subcontractor/Key Suppliers/Other Key Vendors Information Sheet 12) ELI-3: Government-Owned Enterprise Certification Form

		<p>13) CON-1: History of Contract Non-Performance and Litigation</p> <p>14) CON-2: Compliance with Sanctions Certification Form</p> <p>15) FIN-1: Financial Situation</p> <p>16) FIN-2: Average Annual Turnover (Design and Construction)</p> <p>17) FIN-3: Financial Resources</p> <p>18) FIN-4: Current Contract Commitments/Works in Progress</p> <p>19) EXP-1: General Design Experience</p> <p>20) EXP-2: General Construction Experience</p> <p>21) EXP-3: Similar Design Experience</p> <p>22) EXP-4: Similar Construction Experience</p> <p>23) EXP-5: Environmental and Social (E&S) Management and Gender and Social Inclusion Experience</p> <p>24) EXP-6: Health and Safety (H&S) Management Experience</p> <p>25) REF-1: References of MCC-Funded Contracts</p> <p>26) REF-2: References for Contracts Not Funded by MCC</p> <p>27) TECH-8: Manufacturer’s Authorization</p> <p>28) TECH-9: List of Proposed Subcontractors</p> <p>29) TECH-10: List of Proposed Manufacturer and/or Supplier</p> <p>30) TECH-11: Technical Data Schedule</p> <p>31) Written confirmation of authorization to sign on behalf of the Bidder as per ITB 21.5 and/or 21.6</p> <p>32) Document as per requirement of ITB 5.7 (In case of Joint Venture)</p> <p>33) Business/ firm registration certificates</p> <p>34) Written certification from the Government as per the requirements of ITB 5.11(d), if applicable, otherwise the Bidder shall include in its bid a statement confirming that no Government Employees have been proposed by the Bidder.</p> <p>35) Country of origin for services proposed under the Bid</p> <p>36) Draft Contractor’s COVID-19 Risk Mitigation Plan Template</p> <p>37) Filled Appendix to Letter of Financial Offer</p>
2.	Part 1: Page 52, Section II. Bid Data Sheet, ITB 19.1	<p>The Bid validity period shall be 240 days, until 20 December 2023.</p> <p>has been replaced by:</p> <p>The Bid validity period shall be 240 days, until 22 November 2023.</p>
3.	Part 1: Page 51, Section II. Bid Data Sheet, ITB 19.3 (a)	<p>“The Bid price shall not be adjusted.”</p> <p>has been replaced by:</p>

		<p>“The factor for price adjustment is zero, that is the rates quoted by the bidders in the priced Schedule of Prices shall not be adjusted.”</p>
4.	<p>Part 1: Page 56, Section III. Qualification and Evaluation Criteria, A4. Litigation Criteria</p>	<p>“The Bidder shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the Bidder over the last five (5) years, as indicated in Form CON-1. A consistent history of awards against the Bidder or existence of high value dispute, which may threaten the financial standing of the Bidder, may lead to the rejection of the Bid. Each member of the association that forms the Bidder must provide the information required in Form CON-1.”</p> <p>has been replaced by:</p> <p>“The Bidder shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the Bidder over the last ten (10) years, as indicated in Form CON-1. A consistent history of awards against the Bidder or existence of high value dispute, which may threaten the financial standing of the Bidder, may lead to the rejection of the Bid. Each member of the association that forms the Bidder must provide the information required in Form CON-1.”</p>
5.	<p>Part 1: Page 56, Section III. Qualification and Evaluation Criteria, D. Technical Evaluation Criteria for each Lot, 2.2 Proposed Design work plan as Per TECH-4</p>	<p><u>A3. Financial Criteria</u></p> <p>The Bidder shall provide evidence showing that it has the sufficient financial capacity needed for this Contract, as required in Form FIN-1, with additional financial capacity information provided in Forms FIN-2 to FIN-4. Each member of the association that forms the Bidder should provide the information required in Forms FIN-1 to FIN-4 as provided for in the Qualification Table of this Section III.</p> <p>has been replaced by:</p> <p><u>A3. Financial Criteria</u></p> <p>The Bidder shall provide evidence showing that it has the sufficient financial capacity needed for this Contract, in Form FIN-1, with additional financial capacity information provided in Forms FIN-2 to FIN-4. Each member of the association that forms the Bidder should provide the information in Forms FIN-1 to FIN-4 as required in the Qualification Table of this Section III.</p>
6.	<p>Part 1: Page 59, Section III. Qualification and Evaluation Criteria, D.</p>	<p>2.2 Proposed Design work plan as Per TECH-4</p> <p>has been replaced by:</p>

	<p>Technical Evaluation Criteria for each Lot, 2.2 Proposed Design work plan as Per TECH-4</p>	<p>2.2 Proposed Design work plan as Per TECH-4 and Employer's Requirement</p>																																																						
7.	<p>Part 1: Page 64, Section III. Qualification and Evaluation Criteria, B2. Review of the Prices in the Financial Offer, last bullet.</p>	<p>“Adjust the price if the proposed deviation(s) in List of Technical Deviations by the bidder are not acceptable/rejected;” has been deleted.</p>																																																						
8.		<p>(i)</p>																																																						
9.	<p>Part 1: Page 98, Section IV. Bid Submission Forms, Form TECH-5: Project Management Organization, Table</p>	<table border="1" data-bbox="456 974 1498 1797"> <thead> <tr> <th data-bbox="456 974 532 1083">No.</th> <th data-bbox="532 974 881 1083">Position (for each Lot)</th> <th data-bbox="881 974 1024 1083">Name</th> <th data-bbox="1024 974 1224 1083">Total Experience (years)</th> <th data-bbox="1224 974 1498 1083">In Similar Works Experience (years)</th> </tr> </thead> <tbody> <tr> <td data-bbox="456 1083 532 1161">1</td> <td data-bbox="532 1083 881 1161">Resident Project Director</td> <td data-bbox="881 1083 1024 1161"></td> <td data-bbox="1024 1083 1224 1161"></td> <td data-bbox="1224 1083 1498 1161"></td> </tr> <tr> <td data-bbox="456 1161 532 1220">2</td> <td data-bbox="532 1161 881 1220">Design Manager</td> <td data-bbox="881 1161 1024 1220"></td> <td data-bbox="1024 1161 1224 1220"></td> <td data-bbox="1224 1161 1498 1220"></td> </tr> <tr> <td data-bbox="456 1220 532 1318">3</td> <td data-bbox="532 1220 881 1318">Transmission Design Engineer</td> <td data-bbox="881 1220 1024 1318"></td> <td data-bbox="1024 1220 1224 1318"></td> <td data-bbox="1224 1220 1498 1318"></td> </tr> <tr> <td data-bbox="456 1318 532 1409">4</td> <td data-bbox="532 1318 881 1409">Resident Construction Manager</td> <td data-bbox="881 1318 1024 1409"></td> <td data-bbox="1024 1318 1224 1409"></td> <td data-bbox="1224 1318 1498 1409"></td> </tr> <tr> <td data-bbox="456 1409 532 1486">5</td> <td data-bbox="532 1409 881 1486">Construction Supervisor/QA Manager</td> <td data-bbox="881 1409 1024 1486"></td> <td data-bbox="1024 1409 1224 1486"></td> <td data-bbox="1224 1409 1498 1486"></td> </tr> <tr> <td data-bbox="456 1486 532 1577">6</td> <td data-bbox="532 1486 881 1577">Tree Clearance Officer¹⁵</td> <td data-bbox="881 1486 1024 1577"></td> <td data-bbox="1024 1486 1224 1577"></td> <td data-bbox="1224 1486 1498 1577"></td> </tr> <tr> <td data-bbox="456 1577 532 1654">7</td> <td data-bbox="532 1577 881 1654">Health and Safety Manager</td> <td data-bbox="881 1577 1024 1654"></td> <td data-bbox="1024 1577 1224 1654"></td> <td data-bbox="1224 1577 1498 1654"></td> </tr> <tr> <td data-bbox="456 1654 532 1732">8</td> <td data-bbox="532 1654 881 1732">Gender & Social inclusion Manager¹⁵</td> <td data-bbox="881 1654 1024 1732"></td> <td data-bbox="1024 1654 1224 1732"></td> <td data-bbox="1224 1654 1498 1732"></td> </tr> <tr> <td data-bbox="456 1732 532 1797">9</td> <td data-bbox="532 1732 881 1797">Environmental Manager¹⁵</td> <td data-bbox="881 1732 1024 1797"></td> <td data-bbox="1024 1732 1224 1797"></td> <td data-bbox="1224 1732 1498 1797"></td> </tr> </tbody> </table> <p data-bbox="428 1854 727 1885">has been replaced by:</p>					No.	Position (for each Lot)	Name	Total Experience (years)	In Similar Works Experience (years)	1	Resident Project Director				2	Design Manager				3	Transmission Design Engineer				4	Resident Construction Manager				5	Construction Supervisor/QA Manager				6	Tree Clearance Officer ¹⁵				7	Health and Safety Manager				8	Gender & Social inclusion Manager ¹⁵				9	Environmental Manager ¹⁵			
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			6	Tree Clearance Officer ¹⁵			
			7	Health and Safety Manager			
			8	Gender & Social inclusion Manager ¹⁵			
			9	Environmental Manager ¹⁵			
			10	Social Safeguard Manager ¹⁵			
10.	Part 1: Page 130, Section IV. Bid Submission Forms, TECH-8: Manufacturer's Authorization, point (b)	<p>(b) Extend our full guarantee and warranty in accordance with the provision stated under Employer's Requirement, with respect to the Goods/Equipment offered in the Bid and ensure the delivery of the required specified quantity within stipulated time.</p> <p>has been replaced by:</p> <p>(b) Extend our full guarantee and warranty in accordance with the provision stated under Employer's Requirement, with respect to the Goods/Equipment offered in the Bid and ensure the delivery of the required specified quantity within stipulated time. <i>We attach [attach documentary evidence/a valid certificate confirming that Goods/Equipment are ISO 9001 certified] here documentary evidence confirming that our goods are ISO 9001 certified.</i></p>					
11.	Part 1: Page 200, Section IV. Bid Submission Forms, Appendix to Letter of Financial Offer,	<p>Insert the Sub-Clause 14.5 as follows:</p> <p>Plant and Materials intended for the Works 14.5(b)(i) 14.5(c)(i)</p> <p>In the table of Plant and Materials immediately below, Bidders shall indicate the major items of Plant</p>					

<p>Plant and Materials intended for the Works, Sub-Clause</p>	<p style="text-align: right;">and Materials and the proposed country of origin for each.</p> <p style="text-align: center;">Table of Plant and Materials</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="width: 70%;">Item</th> <th style="width: 30%;">Country of Origin</th> </tr> </thead> <tbody> <tr> <td colspan="2">For payment when shipped:</td> </tr> <tr> <td>Plant (list all major items)</td> <td></td> </tr> <tr> <td>Material (list all major items)</td> <td></td> </tr> <tr> <td colspan="2">For payment when delivered to Site:</td> </tr> <tr> <td>Plant (list all major items)</td> <td></td> </tr> <tr> <td>Material (list all major items)</td> <td></td> </tr> </tbody> </table>	Item	Country of Origin	For payment when shipped:		Plant (list all major items)		Material (list all major items)		For payment when delivered to Site:		Plant (list all major items)		Material (list all major items)	
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<p>12. Part 1: Page 200, Section IV. Bid Submission Forms, Appendix to Letter of Financial Offer, Delayed Payment, Sub-Clause 14.8</p>	<p>“Financing charges shall be: For US Dollars, London Inter-bank Lending Rate (LIBOR) plus one percent (1%) per year and for local currency, base rate of the National Bank of Nepal (Nepal Rastra Bank).”</p> <p>has been replaced by:</p> <p>“Financing charges shall be: For US Dollars, London Inter-bank Lending Rate (LIBOR) plus one percent (1%) per year.”</p>														
<p>13. Part 1: Page 202-203, Section IV. Bid Submission Forms, Schedule of Payments</p>	<p style="text-align: center;">Schedule of Payments</p> <p>In accordance with the provisions of GCC 14 (Contract Price and Payment), the Employer shall pay the Contractor in the following manner and at the following times, based on the price breakdown given in Price Schedules. Payments will be made in the currencies quoted by the bidder unless otherwise agreed between the parties.</p> <p>Terms of Payment</p> <p>Advance Payment</p> <p>With respect to clause GCC 14.2, the Employer shall make a Total advance payment of ten percent (10%) of the Accepted Contract Amount less Provisional Sums and Daywork, subject to the provision of unconditional bank guarantee, expressed in Dollars of the United States of America to the same value. This advance payment shall be repaid as per GCC and PCC 14.2</p> <p>Design</p>														

- 80% of design services price (Schedule 1 (item 1.1. and 1.3)) on progress basis upon approval of design by the Engineer

- 20% of design services price upon Take Over

Tower Testing

- 80% of tower testing price (Schedule 1 (item 1.2)) upon successful completion of testing

- 20% of tower testing price upon Take Over

Plant and Materials

In respect of Plant and Materials supplied from abroad, the following payments shall be made:

(a) 50% of DDP-Work Site in Nepal Price (as per Schedule 2) for Plan and Material through irrevocable letter of credit opened in favor of Contractor's bank upon Delivery to the carrier (supported with appropriate documentations listed below)

(b) 30% of DDP-Work Site in Nepal Price (as per Schedule 2) for Plant and Material upon delivery to laydown area on Site after receipt of request for interim payment with Delivery Completion Certificate issued by the Employer showing Contract number, goods description, quantity through irrevocable letter of credit opened in favor of Contractor's bank.

(c) 10% of DDP-Work Site in Nepal Price (as per Schedule 2) for Plant and Material upon Take Over of the Works and Services

(d) 10% of DDP-Work Site in Nepal Price (as per Schedule 2) for Plant and Material upon completion of defects notification period, after receipt of the request for interim payment.

In respect of Plant and Materials supplied from within the Employer's country, the following payments shall be made:

(a) 80% of EXW price (as per Schedule 3) for Plant and Material upon delivery to laydown area on Site

(b) 10% of EXW price (Schedule 3) for Plant and Material upon Takeh Over of Works and Services

(c) 10% of EXW price (Schedule 3) for Plant and Material upon completion of defects notification period, after receipt of the request for interim payment

Installation and Other Services including all related Civil Works

In respect of installation services for both the foreign and local currency portions, the following payments shall be made:

- Eighty (80) percent of the measured value of Installation and Other Services including all related Civil Works performed by the Contractor, during the preceding month(s), as evidenced by the Statement submitted to the Engineer with the Application for the Interim Payment certificate
- Twenty (20) percent of the measured value of Installation and Other Services including all related Civil Works performed by the Contractor upon issue of the Taking-Over Certificate

has been replaced by:

Schedule of Payments

In accordance with the provisions of GCC 14 (Contract Price and Payment), the Employer shall pay the Contractor in the following manner and at the following times, based on the price breakdown given in Price Schedules. Payments will be made in the currencies quoted by the bidder unless otherwise agreed between the parties.

Terms of Payment

Advance Payment

With respect to clause GCC 14.2, the Employer shall make a Total advance payment of ten percent (10%) of the Accepted Contract Amount **less Provisional Sums and Daywork**, subject to the provision of unconditional bank guarantee,

expressed in Dollars of the United States of America to the same value. This advance payment shall be repaid as per GCC and PCC 14.2

Design

- 90% of design services price (Schedule 1 (item 1.1. and 1.3)) on progress basis upon approval of design by the Engineer
- 10% of design services price upon Take Over

Tower Testing

- 90% of tower testing price (Schedule 1 (item 1.2)) upon successful completion of testing
- 10% of tower testing price upon Take Over

Plant and Materials

In respect of Plant and Materials supplied from abroad, the following payments shall be made:

- (a) 50% of DDP-Work Site in Nepal Price (as per Schedule 2) for Plan and Material through irrevocable letter of credit opened in favor of Contractor's bank upon Delivery to the carrier (supported with appropriate documentations listed below)
- (b) 40% of DDP-Work Site in Nepal Price (as per Schedule 2) for Plant and Material upon delivery to laydown area on Site after receipt of request for interim payment with Delivery Completion Certificate issued by the Employer showing Contract number, goods description, quantity through irrevocable letter of credit opened in favor of Contractor's bank.
- (c) 10% of DDP-Work Site in Nepal Price (as per Schedule 2) for Plant and Material upon Take Over of the Works and Services.

In respect of Plant and Materials supplied from within the Employer's country, the following payments shall be made:

		<p>(a) 90% of EXW price (as per Schedule 3) for Plant and Material upon delivery to laydown area on Site</p> <p>(b) 10% of EXW price (Schedule 3) for Plant and Material upon Taking Over of Works and Services</p> <p>Installation and Other Services including all related Civil Works</p> <p>In respect of installation services for both the foreign and local currency portions, the following payments shall be made:</p> <ul style="list-style-type: none"> • Ninety (90) percent of the measured value of Installation and Other Services including all related Civil Works performed by the Contractor, during the preceding month(s), as evidenced by the Statement submitted to the Engineer with the Application for the Interim Payment certificate • Ten (10) percent of the measured value of Installation and Other Services including all related Civil Works performed by the Contractor upon issue of the Taking-Over Certificate
14.	<p>Part 1: Page 203, Section IV. Bid Submission Forms, Schedule of Payments, Note 1.</p>	<p>The Bidder shall include all cost in their quoted Lump-Sum Price to carry out the works and services as per Employers Requirement and Conditions of Contract. No additional amount apart from what is stated as Contract Price shall be paid to the Contractor.</p> <p>has been replaced by:</p> <p>The Bidder shall include all cost in their quoted Lump-Sum Price to carry out the works and services as per Employers Requirement and Conditions of Contract. No additional amount apart from what is stated as Contract Price as adjusted as per Sub-clause 13.8 of Conditions of Contract shall be paid to the Contractor.</p>
15.	<p>Part 1: Page 207, Section IV. Bid Submission Forms, Breakdown of Rates and Prices Schedules, Note 3.</p>	<p>The purpose of price schedules is to identify the Bid Price which will be used to determine progress payment. The Bid Price if accepted and included in the Contract shall become Accepted Contract Amount which shall be a fixed lump sum price. In addition, the rates quoted shall be used during variation for the scope of works (if required).</p> <p>has been replaced by:</p> <p>The purpose of price schedules is to identify the Bid Price which will be used to determine progress payment. The Bid Price if accepted and included in the Contract shall become Accepted Contract Amount which shall be a fixed lump sum price except</p>

		<p>a price adjustment (if any) made as per Sub-clause 13.8 of Conditions of Contract. In addition, the rates quoted shall be used during variation for the scope of works (if required).</p>
16.	<p>Part 3: Page 244, Section VII. Particular Conditions of Contract, Sub-Clause 15.6 Fraud and Corruption Requirements, link at the end of the Sub-Clause</p>	<p>“https://www.cipe.org/wp-content/uploads/2014/01/CIPE_Anti-Corruption_Compliance_Guidebook.pdf”</p> <p>has been replaced by:</p> <p>“https://www.cipe.org/wp-content/uploads/2018/02/CIPE_Anti-Corruption_Compliance_Guidebook.pdf”</p>