BID ADDENDUM REPORT

Lo-Ghekar Damodarkunda Rural Municipality

Addendum No: 1
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Invitation No: IFB/2083/084/02

Clause	Existing Provision	Provision After Amendment
Section I: Instructions to Bidders		
ITB 3.3	PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder: (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information, (c) if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract. (d) if the successful bidder fails to sign the contract. (e) if the bidder fails to inform about the saturation of the maximum number of contracts as per ITB 4.9. (f) a Bidder requests for withdrawal or modification of its bid: (i) after the Bid Submission deadline and during the period of validity specified by the Bidder on the Letter of Bid, in case of electronic submission; (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission. (g) if the bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification pursuant to ITB 24.1. (h) a Bidder changes the prices or substance of the bid while providing information pursuant to ITB 24.1	PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder: (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information, (c) if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract. (d) if the successful bidder fails to sign the contract. (e) 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. (f) a Bidder requests for withdrawal or modification of its bid: (i) after the Bid Submission deadline and during the period of validity specified by the Bidder on the Letter of Bid, in case of electronic submission; (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission. (g) if the bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification pursuant to ITB 24.1.

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		(h) a Bidder changes the prices or substance of the bid while providing information pursuant to ITB 24.1.
ITB 29.2	To evaluate a bid, the Employer shall consider the following: (a) the bid price, excluding Value Added Tax and Provisional Sums in the Summary Bill of Quantities, for Unit Rate Contracts, or Schedule of Prices for lump sum Contracts, but including Day work items, where priced competitively; (b) adjustment for correction of arithmetic errors in accordance with ITB 28.1; (c) adjustment due to discounts offered in accordance with ITB 13.4; (d) adjustment for nonconformities in accordance with ITB 27.3; (e) application of all the evaluation factors indicated in Section III (Evaluation and Eligibility Criteria); 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.	To evaluate a bid, the Employer shall consider the following: (a) the bid price, excluding Value Added Tax and Provisional Sums in the Summary Bill of Quantities, for Unit Rate Contracts, or Schedule of Prices for lump sum Contracts, but including Day work items, where priced competitively; (b) adjustment for correction of arithmetic errors in accordance with ITB 28.1; (c) adjustment due to discounts offered in accordance with ITB 13.4; (d) adjustment for nonconformities in accordance with ITB 27.3; (e) application of all the evaluation factors indicated in Section III (Evaluation and Eligibility Criteria); 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	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**.
ITB 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	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

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	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.	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	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.	If no agreement can be reached as per ITB 29.8, the employer shall cancel the procurement proceedings.
Section VIII: General Conditions of Contract		
GCC 35.2	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 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.	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 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	-	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

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		a maximum of fifteen (15) days. The Employer may deduct the fine from payments due to the Contractor.
GCC 72.3	72.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following : a) the Contractor uses the advance payment for matters other than the contractual obligations, b) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days; d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. e) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate; f) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; g) the Project Manager gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Sub clause 22.1 and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager; h) the Contractor does not maintain a Security, which is required; i) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of	Fundamental breaches of Contract shall include, but shall not be limited to, the following: a) the Contractor uses the advance payment for matters other than the contractual obligations, b) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days; d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. e) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate; f) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; g) the Project Manager gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Sub clause 22.1 and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager; h) the Contractor does not maintain a Security, which is required; i) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of

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	liquidated damages can be paid, **as defined in the SCC**; and j) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 73.1.	liquidated damages can be paid, **as defined in the SCC**; and j) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 73.1. 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.