

Nepal Electricity Authority (NEA)

Durbar Marg, Kathmandu, Nepal

For PURCHASE OF POWER BY NEA

Bid Identification No.: NEA/PP/2022-01

Notice for Issuance of Addendum-I

Date: 30th September, 2022

To:

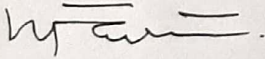
All prospective bidders,

Subject: Issuance of Addendum-I

Dear Sir/Madam,

With reference to the Invitation for Bid published on 20th September, 2022 (First Date of Publication), we would like to inform all the prospective bidders about the issuance of Addendum-I.

Sincerely,



Director

Power Trade Department

Nepal Electricity Authority



Bid Identification No. and Title: NEA/PP/2022-01 "Purchase of Power by NEA"

This Addendum - I shall be a part of the Bidding Document and failure to notice the same shall be at the risk of the Bidder.
Addendum - I consists of:

S.N.	Bidding Document References	Existing Provision	Revised Provision
1.	Clause -2, Eligibility	"All Utilities, Generators and Traders having a valid trading license of category IV issued by CERC, Government of India are eligible to participate in this Bid."	All Utilities, Generators and Traders having a valid trading license of category I, II, III and IV issued by CERC, Government of India are eligible to participate in this Bid.
2.	Clause -6 Earnest Money Deposit		Please add the Sub-clause 6.3 as follows: "The EMD shall be valid for minimum 30 days beyond the Bid Validity Period."
3.	Clause -6 Earnest Money Deposit		Please add the Annexure-5 (EMD Bank Guarantee Format) for the submission of EMD
4.	Clause - 9 Methodology of Bid Evaluation	"The purchase quantum of power for each month and for each Delivery Point shall be allotted to the qualified Bidders as per the bid ranking. The requirement of power shall be first assigned to the Bidder, which has quoted the lowest rate (L1), then if any balance requirement of power is left, it shall be offered to the next Bidders as per the bid ranking at the L2 rate for any month(s) and any Delivery Points. L1 Bidder shall be the Selected Bidder for each month and each Delivery Point. If any balance requirement is left for any month(s) and any Delivery Point after the aforesaid exercise, then the balance	"The purchase quantum of power for each month and for each Delivery Point shall be allotted to the qualified Bidders as per the bid ranking. The requirement of power for each month and for each Delivery Point shall be first assigned to the Bidder, which has quoted the lowest rate (L1), then if any balance requirement of power is left, it shall be offered to the next Bidders as per the bid ranking at the L2 rate for each month and for each Delivery Point separately and so on. L1 Bidder shall be the Selected Bidder for each month and for each Delivery Point. If any balance requirement is left for each month and for each Delivery Point after the aforesaid exercise, then the balance power shall be offered at



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S.N.	Bidding Document References	Existing Provision	Revised Provision
		power shall be offered at L2 rate to the remaining Bidders as per their Bid ranking and so on."	L2 rate to the remaining Bidders as per their Bid ranking and so on."
5.	Annuxure-1, General Terms and Conditions, Clause-1 Quantum	<p>➤ "The Bid should be at least for one month on Round the Clock (RTC) basis with minimum of 100 MW of power for Muzaffarpur Sub-Station and with minimum of 65 MW of power for Tankapur Sub-Station. NEA reserves the right to increase the Bid quantum as per its requirement and purchase it at the same rate quoted by the successful Bidder for any month(s) and for any Delivery Point subject to the consent of the Seller."</p>	<p>➤ "The Bid should be at least for one month on Round the Clock (RTC) basis with minimum of 100 MW of power for Muzaffarpur Sub-Station and/or with minimum of 65 MW of power for Tankapur Sub-Station. NEA reserves the right to increase the Bid quantum as per its requirement and purchase it at the same rate quoted by the successful Bidder for any month(s) and for any Delivery Point subject to the consent of the Seller."</p>
6.	Annuxure-1 General Terms and Conditions, Clause-17 Arbitration & Annuxure-4, Draft Power Purchase Agreement (PPA), Clause-17 Arbitration	<p>"The differences or disputes between the Parties arising out of or in connection with this "Bid Document" shall be settled through arbitration with appointment of sole arbitrator by NEA. The proceeding of the Arbitration shall be in accordance with the Arbitration Act of Nepal, 1999. The venue for arbitration shall be at Kathmandu. The Language of the arbitration shall be in English. Expenses of the arbitration shall be borne by the Parties in equal proportion. The Award of the Arbitrator shall be final and binding upon both the Parties."</p>	<p>"The differences or disputes between the Parties arising out of or in connection with this "Bid Document" shall be settled through arbitration. The arbitration tribunal shall consist of three (3) arbitrators. NEA shall nominate one (1) arbitrator and the Bidder shall nominate one (1) arbitrator. The two (2) arbitrators nominated by the Parties shall within fifteen (15) days of appointment of the second arbitrator agree upon a third arbitrator, who shall act as presiding arbitrator of the arbitration tribunal. The proceeding of the Arbitration shall be in accordance with the Arbitration Act of Nepal, 1999. The venue for arbitration shall be at Kathmandu. The Language of the arbitration shall be in English. Expenses of the arbitration shall be borne by the Parties in equal proportion."</p>



S.N.	Bidding Document References	Existing Provision	Revised Provision
7.	Annuxure-I, General Terms and Conditions, Clause-19 Contract Performance Guarantee (CPG) & Annuxure-4, Draft Power Purchase Agreement (PPA), Clause-19 Contract Performance Guarantee (CPG)	"(b) If Bidder does not or fails to supply or deliver the contracted power under the PPA for 3 consecutive days, PPA shall be terminated and CPG shall be invoked."	proportion. The Award of the Arbitration tribunal shall be final and binding upon both the Parties." "(b) If Bidder does not or fails to supply or deliver the contracted power under the PPA for 7 consecutive days except for the case of force majeure, PPA shall be terminated and CPG shall be invoked."
8.	ATTACHMENT TO ANNEXURE-I, Terms for Letter of Credit	"2 (c) LC shall be negotiable at branch of the issuing bank operating at Kathmandu."	"2 (c) LC shall be negotiable at branch of the issuing bank operating at New Delhi."

The amendments/clarifications/Addendum issued in this document shall be treated as a part of Bidding Document from here and after and shall be read with the original Bidding Document and subsequently issued corrigendum documents.



Earnest Money Deposit (EMD)**Bank Guarantee**

***Bank's Name, and Address of Issuing Branch or Office
(On Letter head of the Bank)***

EMD Bank Guarantee

[This is the format for the EMD Bank Guarantee to be issued on the letterhead by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law of Nepal]

[insert Bank's Name, and Address of Issuing Branch or Office]

Date: *[insert date]*

Beneficiary: Nepal Electricity Authority (NEA)

EMD BANKGUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") intends to submit its bid to you (hereinafter called "the Bid") for the execution of Purchase of Power by NEA under Invitation for Bid Identification No. NEA/PP/2022-01 ("the IFB").

Furthermore, we understand that, according to your conditions, bid must be supported by a EMD Bank Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably and unconditionally undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures, (insert amount in words)]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because:

- (a) The Bidder has withdrawn or modified its Bid during the Bid Validity Period; or
- (b) The successful Bidder has failed to submit the Contract Performance Guarantee.

This guarantee will expire on *[insert the date which shall be minimum 30 days beyond the Bid Validity Period]*.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758¹.

...Bank's seal and authorized signature(s)...

[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]

¹As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.



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