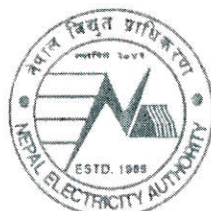


# **NEPAL ELECTRICITY AUTHORITY**

(A Government of Nepal Undertaking)



## **REQUEST FOR PROPOSAL**

**FOR**

## **NEW GRID CONNECTED SOLAR PHOTO VOLTAIC POWER PROJECTS**

**TO BE CONNECTED AT 11 kV or 33 kV SIDE OF  
NEA's SUBSTATION AT VARIOUS LOCATIONS**

**RFP No.: RFP/PV 072/073-1**

....., 2073

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Power Trade Department  
Planning, Monitoring and Information Technology Directorate  
Nepal Electricity Authority  
Durbarmarg, Kathmandu  
Nepal

Tel.: +977 1- 4153110  
Fax: +977 1- 4153111  
Email: ptd@nea.org.np



## Table of Contents

<b>DISCLAIMER.....</b>	<b>1</b>
<b>NOTICE .....</b>	<b>2</b>
<b>SECTION1</b>	
<b>INTRODUCTION.....</b>	<b>4</b>
Introduction:.....	4
Background:.....	4
Capacity of the Project:.....	4
Technology: .....	4
Connectivity with the Grid.....	4
Tariff: .....	5
Submission of Bid:.....	5
<b>SECTION 2</b>	
<b>INSTRUCTIONS TO BIDDERS.....</b>	<b>6</b>
<b>SECTION 3</b>	
<b>DEFINITIONS.....</b>	<b>8</b>
<b>SECTION 4</b>	
<b>GENERAL TERMS AND CONDITIONS .....</b>	<b>10</b>
4.1. General terms of Bidding.....	10
4.2. Cost of Bidding.....	11
4.3. Verification of information .....	12
4.4. Right to accept and to reject any or all Bids .....	12
4.5. Contents of the RfP .....	13
4.6. Amendment of RfP .....	14
4.7. Format and Signing of Bid.....	14
4.8. Submission of Bid.....	14
4.9. Bid Submission Date.....	15
4.10. Late Bids .....	15
4.11. Effective Tariff.....	15
4.12. Withdrawal of Bids .....	15
4.13. Rejection of Bids.....	15
4.14. Validity of Bids.....	16



## Request for proposal for new grid connected solar photo voltaic power projects

4.15. Confidentiality .....	16
4.17. Correspondence with the Bidder.....	16
<b>SECTION 5</b>	
<b>EVALUATION OF BIDS.....</b>	<b>17</b>
5.1. Opening and Evaluation of Bids .....	17
5.2. Tests of responsiveness.....	17
5.3. Evaluation of Eligibility Criteria.....	18
5.4. Selection of Bidder .....	18
5.5. Contacts during Bid Evaluation .....	19
5.6. Sharing of Clean Development Mechanism (CDM) Benefits .....	19
5.7. Commission of Project.....	19
<b>SECTION 6</b>	
<b>SPECIAL TERMS AND CONDITIONS.....</b>	<b>20</b>
6.1 Location and Capacity of the project .....	20
6.2 Land for the Project Development .....	20
6.3 Compensation .....	20
6.4 Other Documents Required.....	20
6.5 Permits and Clearances .....	20
6.6 Minimum CUF Limits .....	20
6.7 Information regarding Interconnection Facilities.....	21
6.8 Interconnection with Sub Station: .....	21
6.9 Insulation coordination and Protection system: .....	21
6.10 Transmission losses: .....	21
6.11 Evacuation System:.....	21
6.12 Synchronization: .....	21
6.13 Reactive Power .....	22
6.14 DC Current Injection.....	22
6.15 Flicker .....	22
<b>SECTION 7</b>	
<b>FRAUD AND CORRUPT PRACTICES .....</b>	<b>23</b>
<b>ANNEXES</b>	
<b>Annex 1 Format of Covering Letter .....</b>	<b>26</b>
<b>Annex 2 Location and Estimated Capacity of Solar Power Projects .....</b>	<b>28</b>



**Request for proposal for new grid connected solar photo voltaic power projects**

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Annex 3List of documents to be submitted by the Bidder. ....	29
Annex 4Effective Tariff to be Quoted by the Bidder .....	30
Annex 5Particulars of the Project .....	32
Annex 6Technical Qualification requirement in case of Solar PV Project.....	33
Annex 7Affidavit certifying that the Entity/Promoter(s)/Director(s) of Entity are not blacklisted ..	34
Annex 8Parameters and Technical Limits of Supply .....	35
Annex 9Plant Layout .....	36
Annex 10Site Drawing .....	37
Annex 11Format of Power Of Attorney.....	38





## DISCLAIMER

1. This Request for Proposal (RfP) RFP No.: RFP/PV 072/073-1 document is not an agreement or offer by NEA to the prospective Bidders or any other party. The purpose of this RfP is to provide the information to the interested parties and to assist them in formulation of Bid.
2. While this RfP, has been prepared in good faith, neither NEA, nor its employees make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omissions on their part.
3. This RfP may not be appropriate for all persons/bidders, and it is not possible for NEA and its employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfP. The assumptions, assessments, statements and information contained in this RfP may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfP and obtain independent advice from appropriate sources.
4. The issue of this RfP does not imply that NEA is bound to select a Bidder or to appoint the Developer, as the case may be, for the Project. NEA reserves the right to change the allocation capacities, cancel and/or change the bidding process at any stage without assigning any reasons. NEA reserves the right to increase or decrease the allocated capacity of bid for or to reject any or all of the bids received at its discretion, without assigning any reasons whatsoever.
5. The Bidder shall bear all its costs associated with or related to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NEA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NEA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



## NOTICE

### **NEPAL ELECTRICITY AUTHORITY**

(A Government of Nepal Undertaking)

#### **Power Trade Department**

Durbarmarg , Kathmandu

Nepal

First day of notice publication: 2073-2-26

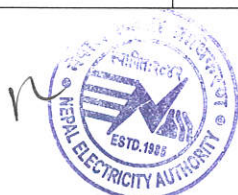
Nepal Electricity Authority invites Request for Proposal (**RFP/PV 072/073-1**) for selection of developers for setting up of new grid connected solar photo voltaic power projects to be connected at 11 kV or 33 kV side of NEA's substation at various locations in Nepal for sale of power generated from solar PV plants to NEA through tariff based competitive bidding process.

1. Proposal is to be submitted in hard copy to Power Trade Department, NEA. The details are as under:

1.	RfP No.	<b>RFP/PV 072/073-1</b>
2.	Cost of RfP	Rs 4500.00 (Non-refundable)
3.	Completion period	The Project shall be commissioned within 18 (eighteen) months from the date of signing of PPA between Project Developer and Procurer.

#### **Time Schedule**

S.No	Events	Date & Time	Location
1	Date of issue/ downloading of RfP	First day of notice publication.	<a href="http://www.nea.org.np">www. nea.org.np</a> or Power Trade Department Nepal Electricity Authority Durbar Marg, Kathmandu
2	Pre-Bid meeting	45 <sup>th</sup> day from first day of notice publication.	Nepal Electricity Authority Durbar Marg, Kathmandu
3	Last date of downloading/purchasing RfP document	12:00 hr of 59 <sup>th</sup> day from first day of notice publication.	<a href="http://www.nea.org.np">www.nea.org.np</a> or Power Trade Department Nepal Electricity Authority Durbar Marg, Kathmandu
4	Last date & time of submission (in Physical Form) of RfP in a sealed envelope	12:00 hr of 60 <sup>th</sup> day from first day of notice publication.	Power Trade Department Nepal Electricity Authority Durbar Marg, Kathmandu
5	Opening of sealed envelope	14:00 hr of 60 <sup>th</sup> day from first day of notice publication.	Power Trade Department Nepal Electricity Authority Durbar Marg, Kathmandu



## **Request for proposal for new grid connected solar photo voltaic power projects**

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2. RfP documents may be downloaded from [www.nea.org.np](http://www.nea.org.np) or purchased during office hours on all working days by any eligible bidders upon submission of a written application to the addresses along with a copy of a bank voucher of non-refundable amount of NRs. 4500.00 (In words: Four thousand five hundred only) towards the cost of the RfP Document, deposited in A/C of Nepal Electricity Authority, Centre Payment Division, Account No. K-44650-C at Kumari Bank Ltd, Putalisadak branch.

3. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered the last day.

4. Please visit regularly our website [www.nea.org.np](http://www.nea.org.np) for latest up-date after issue of this RfP.

### **5. Correspondence at:-**

**Chief,**  
Power Trade Department  
Nepal Electricity Authority  
Durbar Marg  
Tel:, 4153110  
Fax:, 4153111  
Email: ptd@nea.org.np

**Managing Director**  
**Nepal Electricity Authority**





## SECTION1

### INTRODUCTION

#### Introduction:

1. Government of Nepal has planned to promote other renewable energy sources like solar and wind at the most 10% of the total installed capacity.
2. Nepal Electricity Authority (NEA) hereinafter referred to as "Procurer", will directly purchase power generated from Solar PV Plants.
3. NEA invites request for proposal from interested Bidders thereof ("Bidders") of Nepal for selection of developer(s) for setting up of Grid Connected Solar Photo Voltaic (PV) Plant at various locations in Nepal for supply of electricity for 25 years through tariff based competitive bidding process. The responsibility of the Successful Bidder(s) would be to supply power to the Procurer as per the terms and the conditions of power purchase agreement (PPA). PPA will be signed between Procurer and Successful Bidder(s).

#### Background:

NEA would carry out tariff based competitive bidding process for purchase of power generated from solar project(s) of various capacities to be evacuated to the nearby NEA's substation at 11 kV or 33 kV voltage level. Bidders will be selected through tariff based competitive bidding process.

#### Capacity of the Project:

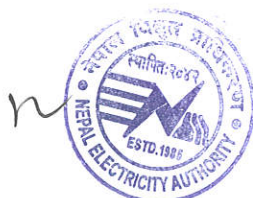
A Bidder may submit Bids for developing the Project(s) under solar PV technology (Solar PV Project). The capacity offered under this RfP Document is 64 MW in total at various sites as per Annex 2. A Bidder may submit a separate set of document for each site or may propose any number of projects at different sites clearly mentioning effective tariff for each site as per Annex 4 in a single set of bid document.

#### Technology:

The Bidder is free to choose any Solar PV power generation technology viz Crystalline Silicon Solar Cell Modules / Thin Film Modules or any other technology. Under this RfP, it is proposed to promote only established and operational technologies to minimize the technology risk and to achieve the commissioning of the project in Nepal.

#### Connectivity with the Grid

The Developer shall be responsible for power evacuation from the power plant to the nearest sub-station/delivery point. The interconnection to the nearest substation/delivery point shall be at the voltage level of 11kV or 33kV. The Selected Bidder shall sign grid Connection Agreement with NEA before signing of PPA.





## Request for proposal for new grid connected solar photo voltaic power projects

### **Tariff:**

PPA will be signed between NEA and Successful Bidder(s). NEA shall pay to the Seller(s) the tariff set through the tariff based competitive bidding process, as per the terms and conditions of the PPA. The tariff shall be payable by the Procurer in Nepalese Rupees, as per provisions of the PPA.

### **Submission of Bid:**

Proposal is to be submitted in hard copy to Power Trade Department, NEA. The details are as under:

1.	RfP No.	<b>RFP/PV 072/073-1</b>
2.	Cost of RfP	Rs 4500.00 (Non-refundable)
3.	Completion period	The Project shall be commissioned within 18 (eighteen) months from the date of signing of PPA between Project Developer and Procurer.

### **Time Schedule**

S.No	Events	Date & Time	Location
1	Date of issue/ downloading of RfP	First day of notice publication.	www.nea.org.npor Power Trade Department Nepal Electricity Authority Durbar Marg, Kathmandu
2	Pre-Bid meeting	45 <sup>th</sup> day from first day of notice publication.	Nepal Electricity Authority Durbar Marg
3	Last date of downloading/purchasing RfP document	12:00 hr of 59 <sup>th</sup> day from first day of notice publication.	www.nea.org.np or Power Trade Department Nepal Electricity Authority Durbar Marg, Kathmandu
4	Last date & time of submission (in Physical Form) of RfP in a sealed envelope	12:00 hr of 60 <sup>th</sup> day from first day of notice publication.	Power Trade Department Nepal Electricity Authority Durbar Marg, Kathmandu
5	Opening of sealed envelope	14:00 hr of 60 <sup>th</sup> day from first day of notice publication.	Power Trade Department Nepal Electricity Authority Durbar Marg, Kathmandu



## SECTION 2

### INSTRUCTIONS TO BIDDERS

1. The bidders are requested to submit their bid prior to last date of submission to avoid Non-submission of their bids up to prescribed date & time due to non-availability/hanging of website, at either ends, at last moment or any reason whatsoever. The last date of submission of bids will not be extended on such account.
2. Though adequate care has been taken while preparing the RfP Documents, the Bidder shall satisfy himself that the document is complete in all respects.
3. Nepal Electricity Authority (NEA) may modify, amend or supplement this RfP Document.
4. This Request for Proposal, RfP, is not an agreement or offer by NEA to the prospective Bidders or any other party. The purpose of this RfP is to provide interested parties with information to assist in formulation of their Bid.
5. While this RfP has been prepared in good faith, neither NEA nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.
6. The bidder shall have to submit bid in sealed envelope containing :
  - (i) Original bank voucher of NRs. 4500.00 towards the prescribed cost of RfP.
  - (ii) Duly filled, signed and sealed RfP document.
7. Sealed envelope containing cost of RfP, will be opened, in the presence of bidders who wish to be present.
8. Cutting/overwriting, if any in the figures of the tendered documents is required to be clarified/indicated in words, duly signed, failing which the bid may be rejected.
9. Deviation of any kind will not be accepted in the Bid. Such deviations shall be ignored. Conditional bids are liable to be rejected.
10. All the required information shall be furnished strictly in the prescribed Format only. Any information indicated other than the prescribed Formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Formats only.
11. NEA may advise any bidder to furnish the documents in original or copy thereof duly signed and sealed by the Bidder, in physical form on short notice of three days.
12. The bidders should provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/document, they shall be required to furnish the same within specified time, failing which the case shall be finalized /decided on the basis of available information/documents. The responsibility of ignorance of their bid on account of delay in furnishing of desired information/documents up to the specified time shall be of the bidder. However, if there are any shortcomings in the submission of the information which does



## **Request for proposal for new grid connected solar photo voltaic power projects**

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not materially affect the qualification criterion, then the Bid Evaluation Committee shall have the power to consider the facts on the merit of the case and decide the bid evaluation accordingly.

13. RfP documents may be downloaded from [www. nea.org.np](http://www.nea.org.np) or purchased during office hours on all working days by any eligible bidders upon submission of a written application to the addresses along with a copy of a bank voucher of non-refundable amount of NRs. 4500.00 (In words: Four thousand five hundred only) towards the cost of the RfP Document, deposited in A/C of Nepal Electricity Authority, Centre Payment Division, Account No. K-44650-C at Kumari Bank Ltd, Putalisadak branch.
14. All Biddocuments should essentially be duly sealed and signed.
15. Correspondence for enquiries and clarifications:

All correspondence in respect of the RfP and submission of the Bid shall be addressed to:

**Chief,**  
Power Trade Department  
Nepal Electricity Authority  
Durbar Marg  
Tel:, 4153110  
Fax:, 4153111  
Email: [ptd@nea.org.np](mailto:ptd@nea.org.np)





## SECTION 3

### DEFINITIONS

**"Bid"** shall mean the Non-financial Bid and Financial Bid submitted by the Bidder, in response to this RfP, in accordance with the terms and conditions hereof.

**"Bidder"** shall mean a single or partnership company formed and registered under The Companies Act, 2063.

**"Benchmark Tariff"** shall mean the tariff of NRs. 9.61 (in words: Nine rupees sixty one paisa) per kWh for Solar Projects as declared by Government of Nepal.

**"Company"** shall mean a company formed and registered under The Companies Act, 2063.

**"Conflict of Interest"** A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this RfP if they have a relationship with each other, directly or indirectly through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder.

**"Consents, Clearances and Permits"** shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities.

**"Contract Capacity"** shall mean the electrical power (AC) in MW contracted between the Seller and the Procurer at delivery point of the concerned NEA's substation.

**"Contract Energy"** shall mean electrical energy (AC) in kWh contracted between the Seller and the Procurer at delivery point of the concerned NEA's substation as mentioned in PPA.

**"Developer"** shall mean a successful bidder who has signed PPA with NEA and is developing a solar project. The term bidder and developer is used interchangeably in this RfP.

**"Effective Date"** shall mean the date of signing of PPA by both the parties.

**"Electricity Act 2049"** shall mean the Electricity Act, 2049 and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time.

**"Effective Tariff"** shall mean tariff quoted by the bidder.

**"Grid Code"** shall mean the Grid Code specified by NEA.

**"Law"** shall have the same meaning as ascribed thereto in the PPA.





***“Letter of Intent” or “LoI”*** shall mean the letter to be issued by Procurer to the Successful Bidder(s) for setting up of solar power plant to supply of solar power to Procurer.

***“PPA”*** shall mean the agreement to be entered into between the Procurer and the Seller pursuant to which the Seller shall supply power to the Procurer as per the terms and conditions specified therein, including all its schedules, annexure, and all amendments or modifications.

***“Procurer”*** shall mean NEA who will directly purchase generated power from the Solar PV projects.

***“Project”*** shall mean solar PV project with single point of injection in to NEA grid substation at 11kV or 33kV voltage level.

***“Project Company”*** shall mean the Company incorporated by the Bidder as per Nepalese Laws.

***“RfP”*** shall mean this Request for Proposal along with all formats and RfP Project Documents attached hereto and shall include any modifications, amendments, alterations or clarifications thereto.

***“Selected Bidder(s) or Successful Bidder(s)”*** shall mean the Bidder(s) selected by the Procurer, pursuant to this RfP to set up the project and supply of power as per the terms of the RfP document and PPA and to whom a Letter of Intent has been issued.

***“Seller”*** shall mean the Successful Bidder who signs PPA with the Procurer and who shall be responsible for supplying power to the Procurer at delivery point of the concerned NEA's substation.

***“Solar PV Project” or “Project”*** shall mean the Solar Photo Voltaic power project that uses sunlight for direct conversion into electricity through Photo Voltaic technology.



## SECTION 4

### GENERAL TERMS AND CONDITIONS

#### A. GENERAL

##### 4.1 General terms of Bidding

4.1.1 A Bidder may submit a separate set of document for each site or may propose any number of projects at different sites clearly mentioning effective tariff for each site as per **Annex 4** in a single set of bid document.

4.1.2.a. The Bidder may be a single business entity or a partnership company.

b. A Bidder for the Project shall be a Company incorporated under the Companies Act 2063.

4.1.3. Notwithstanding anything to the contrary contained in this RfP, the detailed terms specified in the Power Purchase Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under Power Purchase Agreement.

4.1.4. The Bid should be furnished clearly indicating the Effective Tariff. The specimen of the Effective Tariff is provided at **Annex 4** of this RfP. The Effective Tariff must clearly indicate the bid amount in Nepalese Rupees.

4.1.5. The benchmark tariff for Solar Projects is the tariff of NRs. 9.61 (in words: Nine rupees sixty one paisa) per kWh as declared by Government of Nepal.

4.1.6. The Bidder should submit a Power of Attorney as per the format at **Annex 11**, authorizing the signatory of the Bid to commit the Bidder.

4.1.7. Any condition or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid submission.

4.1.8. The Bid submission and all related correspondence and documents in relation to the Bidding Documents shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language (except for Nepalese language), duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

4.1.9. The Bidding Documents including this RfP and all attached documents are and shall remain the property of NEA and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for





preparation and submission of their Bid. NEA will not return any Bid or any information provided along therewith.

4.1.10. A Bidder shall not have a conflict of interest ("**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a. such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; or
- b. a constituent of such Bidder is also a constituent of another Bidder; or
- c. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- d. such Bidder has a relationship with another Bidder directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each; or
- e. such Bidder has participated as a consultant to NEA in the preparation of any documents, design or technical specifications of the Project.

4.1.11. This RfP is not transferable.

4.1.12. Any award of Right pursuant to this RfP shall be subjected to the terms of Bidding Documents.

4.1.13. Any entity which has been barred by the Government, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.

4.1.14. A Bidder should have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder.

4.1.15. The following conditions shall be adhered to while submitting a Bid:

- a. Information supplied by a Bidder must apply to the Bidder, Member or Group Business Entity named in the Bid and not, unless specifically requested, to other associated companies;
- b. Bidders should demonstrate their Eligibility Criteria in accordance with Clause 5.3 of this RfP.

## 4.2. Cost of Bidding

4.2.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. NEA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.



#### 4.3. Verification of information

- 4.3.1. It shall be deemed that by submitting a Bid, the Bidder has:
- a. made a complete and careful examination of the Bidding Documents;
  - b. received all relevant information requested from NEA;
  - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents;
  - d. satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
  - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from NEA, or a ground for termination of the Power Purchase Agreement; and
  - f. agreed to be bound by the undertakings provided by it under and in terms hereof.

4.3.2. NEA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RfP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by NEA.

#### 4.4. Right to accept and to reject any or all Bids

4.4.1. Notwithstanding anything contained in this RfP, NEA reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

4.4.2. NEA reserves the right to reject any Bid if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Bidder does not provide, within the time specified by NEA, the supplemental information sought by NEA for evaluation of the Bid. Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Bids have been opened and one of the Selected Bidder gets disqualified/ rejected, then NEA reserves the right to:
  - i. invite the remaining Bidders in accordance with Clause 5.4.3; or
  - ii. take any such measure as may be deemed fit in the sole discretion of NEA, including annulment of the Bidding Process.

4.4.3. In case it is found at any time before signing of the Power Purchase Agreement or after its execution and during the period of subsistence thereof, including the Right thereby granted by NEA, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LoI or entering into the Power Purchase Agreement, and if the Bidder





has already been issued theLoI or has entered into the Power Purchase Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RfP, be liable to be terminated, by a communication in writing by NEA to the Bidder, without NEA being liable in any manner whatsoever to the Bidder or Developer, as the case may be. NEA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RfP. Failure of NEA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any right of NEA thereunder.

## **B. DOCUMENTS**

### **4.5. Contents of the RfP**

4.5.1. This RfP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 4.6.

Section 1. Introduction  
Section 2. Instructions to Bidders  
Section 3. Definitions  
Section 4. General Terms and Conditions  
Section 5. Evaluation of Bids  
Section 6. Special terms and Conditions  
Section 7. Fraud and Corrupt Practices

#### **Annexes**

Annex 1 Format of Covering Letter  
Annex 2 Location and Estimated Capacity of Solar Power Projects  
Annex 3 List of Documents to be Submitted by the Bidder  
Annex 4 Effective Tariff to be Quoted by the Bidder  
Annex 5 Particulars of the Project  
Annex 6 Technical Qualification requirement in case of Solar PV Project  
Annex 7 Affidavit certifying that the Entity/Promoter(s)/Director(s) of Entity are not blacklisted  
Annex 8 Parameters and Technical Limits of Supply  
Annex 9 Plant Layout  
Annex 10 Site Drawing  
Annex 11 Format of Power of Attorney



#### 4.6. Amendment of RfP

4.6.1. At any time prior to the Bid Submission Date, NEA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RfP by the issuance of Addenda.

4.6.2. Any Addendum thus issued will be published in NEA's website; [www.nea.org.np](http://www.nea.org.np) and through national daily newspaper. The published details on the said sources will be binding on the participating Bidders.

4.6.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, NEA may, at its own discretion, extend the Bid Submission Date. Information about extension of the deadline will be published in NEA's website; [www.nea.org.np](http://www.nea.org.np) and through national daily newspaper.

### C. PREPARATION AND SUBMISSION OF BIDS

#### 4.7. Format and Signing of Bid

4.7.1. The Bidder shall provide all the information sought under this RfP in a sealed envelope. NEA will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

4.7.2. All the documents of the Bid sought under this RfP shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in black ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

The Bid shall contain page numbers.

#### 4.8. Submission of Bid

4.8.1. The Bidder shall submit the Bid(s) in the form specified in RfP document.

4.8.2. Bid documents shall be placed in an envelope and sealed and marked as **"Bid for new grid connected solar photo voltaic power projects to be connected at 11 kV or 33 kV side of NEA's substation at various locations"**.

4.8.3. The envelopes shall be addressed to:

**Chief,**  
Power Trade Department  
Nepal Electricity Authority  
Durbar Marg, Kathmandu

4.8.4. If the envelopes are not sealed and marked as instructed above, NEA assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.



#### 4.9. Bid Submission Date

4.9.1. Bids should be submitted up to the Bid Submission Date in the manner and form as detailed in this RfP.

4.9.2. NEA reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bidding Documents.

#### 4.10. Late Bids

Bids received by NEA after the specified time on the Bid Submission Date shall not be eligible for consideration and shall be rejected.

#### 4.11. Effective Tariff

4.11.1. The Bid shall consist of Effective Tariff to be quoted by the Bidder. The Effective Tariff shall be payable by NEA to the Developer in accordance with this RfP and the provisions of the Power Purchase Agreement.

4.11.2. The LoI shall be awarded to the Bidders on the basis of lowest Effective Tariff in accordance with the procedure described in the Clause 5.4.

4.11.3. The opening of Bids and acceptance thereof shall be substantially in accordance with this RfP.

#### 4.12. Withdrawal of Bids

4.12.1. The Bidder may withdraw its Bid after submission of the Bids prior to last date of Bid submission. No Bid can be withdrawn by the Bidder after the Bid Submission Date.

4.12.2. Any alteration/ modification in the Bid or additional information supplied subsequent to the bid submission date, as the case may be, unless the same has been expressly sought for by NEA, shall be disregarded.

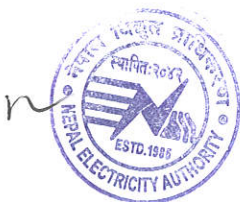
4.12.3. No Bid may be withdrawn during the period after bid submission date, as the case may be.

#### 4.13. Rejection of Bids

4.13.1. NEA reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for NEA to accept any Bid or to give any reasons for their decision.

4.13.2. NEA reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

4.13.3. NEA reserves the right to reject any bid if response to RfP is having Conflict of Interest.





#### 4.14. Validity of Bids

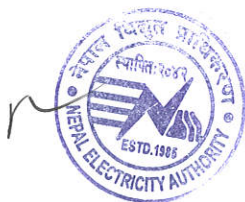
The Bids shall be valid for a period of not less than 180 (One hundred eighty) days from the last date of Bid Submission (the "**Bid Validity Period**"). The Bid Validity Period may be extended by mutual consent of the respective Bidders and NEA.

#### 4.15. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NEA in relation to, or matters arising out of, or concerning the Bidding Process. NEA will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. NEA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NEA.

#### 4.17. Correspondence with the Bidder

NEA shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.





## SECTION 5

### EVALUATION OF BIDS

#### 5.1. Opening and Evaluation of Bids

5.1.1. NEA shall open the Bids as per the Schedule of Bidding process specified in Section 1, at the place specified in Clause 4.8.3 and in the presence of the Bidders who choose to attend.

5.1.2. NEA shall examine and evaluate the Bids in the manner set out in Clauses 5.2, 5.3 and 5.4 and in accordance with the provisions set out in this Section 4.

5.1.3. To facilitate evaluation of Bids, NEA may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

5.1.4. Any information contained in the Bid shall not in anyway be construed as binding on NEA, its employees, but shall be binding against the Bidder if LoI is subsequently awarded to it under the Bidding Process on the basis of such information.

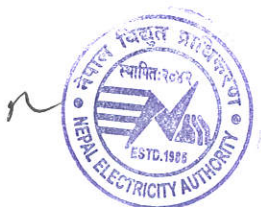
5.1.5. NEA reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

#### 5.2. Tests of responsiveness

5.2.1. Prior to evaluation of Bids, NEA shall determine whether each Bid is responsive to the requirements of RfP. A Bid shall be considered responsive only if:

- a. it is signed and submitted as stipulated in Clause 4.7;
- b. it is received as per the format at Annex 1 to Annex 11 ;
- c. it is received by last date of the Bid Submission Date including any extension thereof pursuant to Clause 4.9;
- d. it contains all the information (complete in all respects) as requested in this RfP and/or Bidding Documents (in formats same as those specified);
- e. it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, non-material non-conformities, the information can be reviewed and evaluated by NEA without communication with the Bidder). NEA reserves the right to determine whether the information has been provided in reasonable detail;
- f. it does not contain any condition(s) other than those specified in the RfP.
- g. the effective tariff quoted by the Bidder is not higher than benchmark tariff.
- h. it is not non-responsive in terms hereof.

5.2.2. NEA reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by NEA in respect of such Bid.



### 5.3. Evaluation of Eligibility Criteria

5.3.1. Only those Bidders whose Bids are responsive in accordance with provisions of Clause 5.2.1 above shall be considered for evaluation under this Section 5.

5.3.2. The Bidders' competence and capacity is proposed to be established by following parameters:

#### Technical Capacity

i) The Bidder shall deploy commercially established technology wherein there is at least one project successfully operational of the proposed technology, for at least one year, anywhere in the world ("**Technical Capacity**"). The Bidder is required to undertake to furnish evidence of meeting the Technical Capacity. The Bidders must provide an undertaking for fulfillment of Technical Capacity in the format provided in Annex-6. The Bidder shall provide following technology for Solar PV Project.

- a. Crystalline Silicon Solar Cell Modules (IEC 61215)
- b. Thin Film Modules (IEC 61646)

ii) Bidder shall submit data as per Annex 5 and 8.

### 5.4. Selection of Bidder

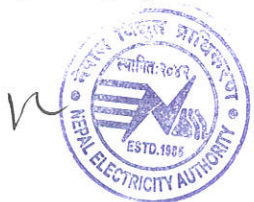
5.4.1. The Bid of the Bidders adjudged as responsive in terms of Clause 5.2.1, and who meet the Eligibility Criteria shall only be proceeded for selection purpose.

5.4.2. All the Bids received for the Projects would be opened in no specific order and the Effective Tariff to be paid by NEA under each of the Bids would be determined. The Bidders offering the lowest Effective Tariff payable by NEA will be selected first. In the event where two or more Bidders have same Effective Tariff for a location and have offered the same capacity, NEA shall by draw of lots, which shall be conducted, with prior notice, in the presence of the tie Bidders who choose to attend, select the priority of Bidder for selection. The process of draw of lots will be recorded.

5.4.3. In the event that the Selected Bidder(s) withdraws or is not selected for any reason in the first instance, NEA may shortlist the remaining Bidders in the order of lowest Effective Tariff.

5.4.4. In the event that the remaining Bidders want to withdraw from the process, NEA may, in its discretion annul the Bidding Process.

5.4.5. After selection, a Letter of Intent (the "**LoI**"), shall be issued, by NEA to the Selected Bidders and the Selected Bidders shall acknowledge receipt of LoI along with the letter from Department of Electricity Development mentioning that the license issuance for solar power project is under process within 15 (fifteen) days of receipt of LoI.





The Selected Bidder is required to enter into a Power Purchase Agreement by concluding the grid connection agreement with concerned department of NEA.

5.4.6. After acknowledgement of the LoI, the Selected Bidder shall sign the Power Purchase Agreement within 90 (ninety) days of such acknowledgement.

## 5.5. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration from the time immediately after they are opened until such time NEA makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NEA and/or their employees/representatives on matters related to the Bids under consideration.

## 5.6. Sharing of Clean Development Mechanism (CDM) Benefits

5.6.1 Project developers are encouraged to identify the potential role of carbon finance in their investment analysis including:

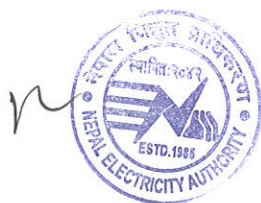
- a. The expected revenues from emission reductions; and
- b. The cost of power with and without carbon revenues.

5.6.2 The developer will be responsible for preparation of all the necessary documents to apply for CDM benefits, and will also pay the required processing fee as well.

5.6.3 The Project shall be compatible to CDM claims and all such CDM claims shall be reported to NEA periodically. The proceeds of carbon credit from approved CDM project shall be shared between Solar Power Generating Company and NEA in the ratio of 75:25.

## 5.7. Commission of Project

5.7.1 The commercial operation date (COD) for the Project shall be achieved by the Developer within 18 (eighteen) months from the date of signing of the Power Purchase Agreement.





## SECTION 6

### SPECIAL TERMS AND CONDITIONS

#### 6.1 Location and Capacity of the project

The proposed capacity and locations for Solar Power Project is as per Annex 2. The Bidders are required to visit the project site mentioned in the RfP to ascertain at their own, the space available for solar installations and energy evacuation and other associated works.

#### 6.2 Land for the Project Development

The land necessary for the development of project will be the sole responsibility of the developer. The developer will have to make necessary arrangement for evacuation of energy generated to the substation, as mentioned in Annex 2, through transmission line at 11kV or 33kV. The land for Right of Way of line should also be arranged by the developer.

In case, any extra land is required for installation of equipments or any other associated works related to Solar Power Plant at NEA's substation, the developer will have to make necessary arrangement to obtain necessary extra land.

#### 6.3 Compensation

The Bidders shall have no right to claim any compensation from NEA or from any other developer for utilization of solar potential. NEA will be in no way responsible for increased or decreased generation from the Solar Power Projects installed.

#### 6.4 Other Documents Required

The documents mentioned in Annex 3 are required to be submitted by the bidder.

#### 6.5 Permits and Clearances

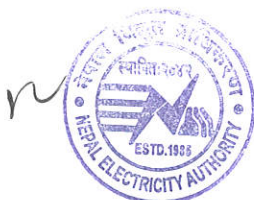
All permits and clearances required for setting up of the Project including those required from Government and local bodies during the project term shall be in the scope of the developer. However, NEA will facilitate in getting the necessary permits and clearances.

#### 6.6 Minimum CUF Limits

6.6.1 The Projects developed on solar PV technology should have a minimum Capacity Utilization Factor (CUF) of 15% in any given contract year.

6.6.2 CUF is calculated as;

$$\text{CUF} = (\text{Total kWh generated by Solar Plant in a year}) / (\text{Contract Capacity in kW with number of hours in the same year})$$



## 6.7 Information regarding Interconnection Facilities

The Bidder shall be required to obtain all information with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on both sides i.e. transmission side (NEA side ) and generation side (power plant side) of the injection point to enable delivery of electricity to injection point / interconnection point.

## 6.8 Interconnection with Sub Station:

6.8.1 Solar power plant getting connected to the grid for supplying power shall be required to construct complete line bay (including civil works) and its interconnection with existing electrical system at their own cost. Line Bay includes breakers, CTs, CVT/ PTs, isolators, protection equipments, bus bar material and other allied materials as applicable.

6.8.2 The land necessary for the construction of line bay will be made available to the developer after the developer has paid the required fee as per NEA rules. If land necessary for bay construction is not available in the substation, then the developer will have to make necessary arrangement for the required area on his own cost.

## 6.9 Insulation coordination and Protection system:

6.9.1 As solar project's plant may carry fault current that may occur on the grid, the solar power developer shall provide adequate switchgear protection against such faults. NEA will not be responsible for damage, if any, caused to the project's plant and allied equipments during parallel operation of the plant with grid.

6.9.2 In the event of grid failure, necessary arrangements should be made by the solar power developer to detach the plant itself from NEA grid.

## 6.10 Transmission losses:

The transmission losses up to the point of delivery will be borne by the developer.

## 6.11 Evacuation System:

The developer shall lay 11kV or 33kV line, as applicable, from the Power Plant Generating Substation to NEA's substation as per Annex 2. Cost of construction of transmission line will be borne by developer and the responsibility of operation/maintenance will also be of the developer.

## 6.12 Synchronization:

The synchronization equipment shall be installed by the developer at its generation facility of the Power Project at its own cost. The developer shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted after checking/verification is made by the concerned department of NEA.



### 6.13 Reactive Power

The Developer shall ensure that the solar PV Plant will manage reactive power such that power factor at the delivery point will be maintained between 0.85 lagging and 0.95 leading.

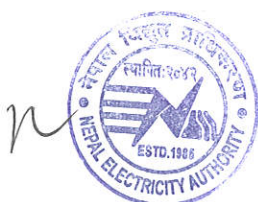
### 6.14 DC Current Injection

DC current injection shall be either less than 0.5% of full rated output at the interconnection point or  $\leq$  (equal to or less than) 5mA.

### 6.15 Flicker

Flicker shall be maintained as follows:

Inverter Current	IEC Standard
< 16A	61000-3-3
>16A	61000-3-11





## SECTION 7

### FRAUD AND CORRUPT PRACTICES

7.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoI and during the subsistence of the Power Purchase Agreement. Notwithstanding anything to the contrary contained herein, or in the LoI or the Power Purchase Agreement, NEA shall reject a Bid or withdraw the LoI, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

7.2 For the purposes of this Section 6, the following terms shall have the meaning hereinafter respectively assigned to them:

a. **“corrupt practice”** means

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NEA who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoI or has dealt with matters concerning the Power Purchase Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NEA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

(ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoI or after the execution of the Power Purchase Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoI or the Power Purchase Agreement, who at any time has been or is a legal, financial or technical adviser of NEA in relation to any matter concerning the Project;

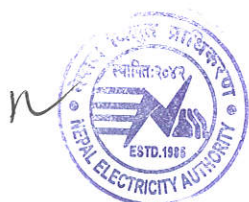
b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d. **“undesirable practice”** means

(i) establishing contact with any person connected with or employed or engaged by NEA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or

(ii) having a Conflict of Interest; and



e. “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



## Annexes





## Annex 1

### Format of Covering Letter

(The covering letter should be on the Letter Head of the Bidder)

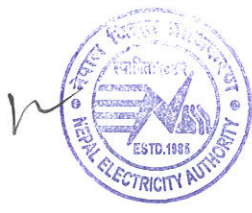
Date:  
From: (Insert name and address of Bidder)  
Tel.#: \_\_\_\_\_  
Fax#: \_\_\_\_\_  
E-mail address#: \_\_\_\_\_

To,  
**Chief,**  
**Power Trade Department**  
**Nepal Electricity Authority**  
**Durbar Marg**

Sub: Response to RfP for setting up of new grid connected solar photo voltaic power projects to be connected at 11 kV or 33 kV NEA's substation at various locations.

Dear Sir,

1. We/I, the undersigned ..... [insert name of the 'Bidder'] having read, examined and understood in detail the **RfP for supply of solar power to Procurer(s), hereby submit our/my response to RfP** for setting up of new grid connected solar photo voltaic power projects to be connected at 11 kV or 33 kV side of NEA's substation at various locations.
2. We/I confirm that our/my Project of capacity ..... MW shall be commissioned within ..... months of the date of signing of PPA.
3. **Acceptance**  
We/I hereby unconditionally and irrevocably agree and accept that the decision made by NEA in respect of any matter regarding or arising out of the RfP shall be binding on us/me. We/I hereby expressly waive any and all claims in respect of this process.
4. **Familiarity with Relevant Nepalese Laws & Regulations**  
We/I confirm that we/I have studied the provisions of the relevant Nepalese laws and regulations as required to enable us/me to submit this response to RfP and execute the PPA, in the event of our/my selection as Successful Bidder.
5. We/I are/am submitting herewith our/my response to the RfP with formats duly signed and sealed as desired by you in the RfP.
6. It is confirmed that our/my response to the RfP is consistent with all the requirements of submission as stated in the RfP and subsequent communications from NEA.



**Request for proposal for new grid connected solar photo voltaic power projects**

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7. The information submitted in our/my response to the RfP is correct to the best of our/my knowledge and understanding. We/I would be solely responsible for any errors or omissions in our/my response to the RfP.
8. We/I confirm that all the terms and conditions of our Bid are valid up to a period of 180 (One hundred eighty) days from the last date of Bid Submission.
9. **Contact Person of the Bidder**

Details of the contact person are furnished as under:

Name : .....

Designation : .....

Company/Firm : .....

Address : .....

Phone Nos. : .....

Fax Nos. : .....

E-mail address : .....

10. We/I have neither made any statement nor provided any information in this Bid, which to the best of our/my knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our/my Bid are true and accurate. In case this is found to be incorrect after our/my selection as Successful Bidder, we/I agree that the same would be treated as a default.

Dated: .....

Thanking you,

Yours Faithfully,

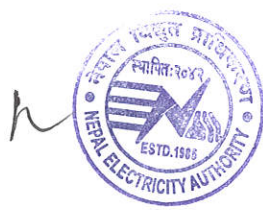
(Name, Designation and Signature of Bidder)



## Annex 2

### Location and Estimated Capacity of Solar Power Projects

S. No.	NEA's Substation	Estimated Solar Project Capacity (MWp)	Voltage Level (kV)
1	Baneshwor	3	11
2	Hetuda	4	11
3	Dhalkebar	3	33
4	Dhalkebar	1	11
5	Birgunj	1.5	33
6	Birgunj	2	11
7	Parwanipur	8	11
8	Simara	1	11
9	Chandranigahpur	4	33
10	Lahan	4	33
11	Lahan	1	11
12	Duhabi	8	33
13	Duhabi	1.5	11
14	Anarmani	2	33
15	Anarmani	2	11
16	Damak	2.5	11
17	Butwal	8.5	33
18	Bardaghat	1	11
19	Chanauta	1.5	33
20	Lamahi	3	11
21	Kawasoti	1	33
22	Kawasoti	0.5	11





### Annex 3

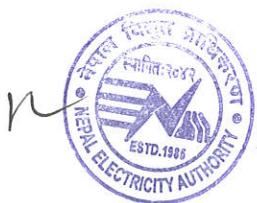
List of documents to be submitted by the Bidder.

Name of Project:	
Location of Project:	
Project Capacity:	
Sl. No.	Particulars
1	Valid Survey License or Generation Construction License or any equivalent authorization issued by GoN. <sup>2</sup>
2	Company Registration Certificate <sup>1</sup>
3	PAN Certificate <sup>1</sup>
4	Company's Article of Association (Prabandha Patra) <sup>1</sup>
5	Company's Article of Memorandum (Niyamawali) <sup>1</sup>
6	Letter of Intent from Financial Institution or Bank (stating it will make a loan to the Company) <sup>2</sup>
7	Feasibility Study Report of the Project along with Power Evacuation Plan- 1 set <sup>2</sup>

**Note:**

1. These documents should be submitted by a Bidder at the time of submission of bid.

2. These documents should be submitted by successful bidder after LoI has been issued and before signing PPA.



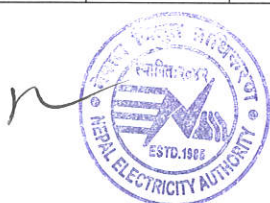
## Annex 4

### Effective Tariff to be Quoted by the Bidder

Date:

We hereby submit our offer, an Effective Tariff in NRs, in accordance with Bidding Documents as per the table given below:

S. No	Proposed Location (NEA's Substation)	Proposed Solar Project Capacity (MWp)*	Voltage Level (Kv)	Effective Tariff in Nepalese Rupees per KWh (Unit) <sup>1</sup>		Proposed commissioning period (in months) from the date of signing of PPA
				(in figure)	(in words)	
1	Baneshwor	3	11			
2	Hetuda	4	11			
3	Dhalkebar	3	33			
4	Dhalkebar	1	11			
5	Birgunj	1.5	33			
6	Birgunj	2	11			
7	Parwanipur	8	11			
8	Simara	1	11			
9	Chandranig-ahpur	4	33			
10	Lahan	4	33			
11	Lahan	1	11			
12	Duhabi	8	33			



**Request for proposal for new grid connected solar photo voltaic power projects**

<b>13</b>	Duhabi	1.5	11			
<b>14</b>	Anarmani	2	33			
<b>15</b>	Anarmani	2	11			
<b>16</b>	Damak	2.5	11			
<b>17</b>	Butwal	8.5	33			
<b>18</b>	Bardaghat	1	11			
<b>19</b>	Chanauta	1.5	33			
<b>20</b>	Lamahi	3	11			
<b>21</b>	Kawasoti	1	33			
<b>22</b>	Kawasoti	0.5	11			

We have reviewed all the terms and conditions of the RfP document and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RfP Document.

For and on behalf of

.....  
(Name of the Bidder)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Name and designation of the Authorized Signatory)

Seal of the Company

Note: 1. Rupees may be quoted upto two decimal points





## Annex 5

### Particulars of the Project

S. No.	Item	Description
1	Project Capacity in MWp	MWp
2	Technology used (mono crystalline/poly crystalline/thin film etc)	
3	Solar PV Module Make	
4	Module Rating in Wp	Wp
5	Capacity Utilization Factor ( CUF)	%
6	Power Factor between 0.85 lag to 0.95 lead (Yes/No)	
7	Total Harmonic Distortion at the delivery point	%
8		
9		
10		
11		
12		
13		
14		
15		

Seal of Company

Name of Bidder:

Date:

Signature:



## Annex 6

### Technical Qualification requirement in case of Solar PV Project

The following are some of the technical measures required to ensure quality of the PV modules used in gridconnected solar power projects.

#### 1. PV Module Qualification

1.1 The PV modules used in the grid connected solar power projects must qualify to the latest edition of any of the IEC PV module qualification test or equivalent BIS or NEPQA standards.

#### 2. Warranty

2.1 PV modules used in grid connected solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

I/we confirm that the evidences of the above measures are furnished herein.

Seal of Company

Name of Bidder:

Date:

Signature:



## Annex 7

### Affidavit certifying that the Entity/Promoter(s) / Director(s) of Entity are not blacklisted (On a Letter Head of the Company)

#### Anti-Blacklisting Affidavit

I, M/s. ...., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not barred or blacklisted by NEA / any other entity of Government of Nepal from participating in Project(s), as on the \_\_\_\_\_ (Bid Submission Date).

We further confirm that we are aware that our Bid for the Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RfP at any stage of the Bidding Process or thereafter during the agreement period.

Dated: .....

Name of the Bidder: .....

Signature of the Authorized person: .....

Name of the Authorized Person: .....





## Annex 8

### Parameters and Technical Limits of Supply

#### 1. Electrical characteristics

- Three phase alternating current
- Nominal declared frequency : 50.0 Hz
- Final Voltage at Delivery Point: 11 kV or 33 kV as applicable

#### 2. Quality of Service

- The maximum current and voltage waveform distortion shall be in accordance with IEEE 519 standard.
- Phase voltage unbalance will be limited to one percent (1%).
- Voltage should be pure sinusoidal.

#### 3. Power Factor

The Developer shall maintain the Power Factor between 0.85 lag and 0.95 lead at the delivery point. The Developer shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails.

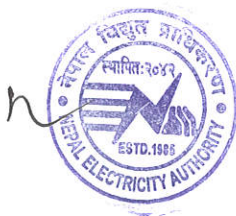
Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per IEC and/or IEEE standards as applicable.

Seal of Company

Name of Bidder:

Date:

Signature:



## Annex 9

### Plant Layout

Please provide the Drawing/Sketch below:

(It may be provided separately.)



## Annex 10

### Site Drawing

Please provide the Drawing/Sketch below:

(It may be provided separately.)





## Annex 11

### Format of Power Of Attorney (On a Letter Head of the Company)

Your Ref. :RFP No.: RFP/PV 072/073-1

Our Ref :

Date :

#### POWER OF ATTORNEY

**We,**.....

do hereby appoint \_\_\_\_\_ (*name of person*), to be our true and lawful attorney for the purpose of handling all the affairs associated with “*Request for proposal for new grid connected solar photo voltaic power projects*” issued by NEA, to sign all necessary documents required by the laws and regulations of Nepal.

The power of attorney shall remain valid up to 180 days from the last date of bid submission. This power of attorney is non-transferable and irrevocable.

In witness whereof we have executed this documents on \_\_\_\_\_ day \_\_\_\_\_ 2016.

Thank you,

Specimen signature of authorized person: \_\_\_\_\_

Yours faithfully,

-----

Signature of the Authority of the Company

Name & Seal of the Company

