NEPAL ELECTRICITY AUTHORITY

(A Government of Nepal Undertaking)



REQUEST FOR PROPOSAL

FOR

SELECTION OF DEVELOPERS FOR SETTING UP OF GRID-CONNECTED SOLAR PV POWER PROJECTS IN NEPAL THROUGH NATIONAL COMPETITIVE TARIFF BASED BIDDING

RFP No.: RFP/SOLAR/NEAPTD/2024-01

April, 2024

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



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SECTION 1: DISCLAIMER

- 1. This Request for Proposal (RFP) No.: **RFP/SOLAR/NEAPTD/2024-01** is not an agreement or offer by NEA to the prospective Bidders. 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, statue, 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 may not be completeness of the assumptions, assessments, statements and information contained in this RFP may not be 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 awarded project capacities, cancel and/or change the bidding process at any stage without assigning any reasons. NEA reserves the right to increase or decrease the awarded/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.



SECTION 2: NOTICE

NEPAL ELECTRICITY AUTHORITY

(A Government of Nepal Undertaking)

Power Trade Department

Durbar Marg, Kathmandu Nepal First Date of Notice Publication: 3rd April, 2024

RFP No: **RFP/SOLAR/NEAPTD/2024-01** ("Selection of Developers for setting up of Grid-Connected Solar PV Power Projects in Nepal through tariff-based National Competitive Bidding process")

- The Nepal Electricity Authority invites *electronic* bids for the selection of Developers for setting up of Grid-Connected Solar PV Power Projects in Nepal for sale of power generated from solar PV plants to NEA for 25 years through tariff-based National Competitive Bidding process under National competitive bidding – Single Stage Two Envelope procedures.
- 2. The Eligible Bidders may submit the bid for single or more projects with cumulative capacity not exceeding 150 MW. Evaluation will be done for each package/lot, with contracts awarded based on the award combination that is of least cost to the Purchaser.
- 3. The Project shall be commissioned within 18 (Eighteen) months for the Project equal or less than 10 MW and 24 (Twenty-Four) for the project above 10 MW from the date of signing of PPA between Project Developer and Procurer
- 4. A Single Stage Two Envelope Bidding process through e-bidding portal of PPMO's e-GP system www.bolpatra.gov.np/egp is adopted.
- 5. Eligible Bidders may obtain further information and inspect the bidding documents at the office of Power Trade Department, Nepal Electricity Authority or may visit PPMO eGP system www.bolpatra.gov.np/egp.
- 6. A complete *set* of Bidding Documents may be downloaded from PPMO's e-GP system www.bolpatra.gov.np/egp. Bidders, submitting their bid electronically, should deposit NRs 15,000.00 (Fifteen Thousand Rupees Only) towards the cost of bidding document in the following Rajaswa (revenue) account as specified below.

Information to deposit the cost of bidding document in Bank:

Name of the Bank: Nabil Bank Limited

Name of Office: NEA Central Payment Division

Office Account no.: 0101011545001

7. Pre-bid meeting shall be held at *Power Trade Department NEA* at 11.00 Hrs, 30th April, 2024.



- Sealed or electronic bids must be submitted through PPMO's e-GP system <u>www.bolpatra.gov.np/egp</u> on or before_12:00 on 19th May, 2024. Bids received after this deadline will be rejected.
- 9. The Technical bids will be opened in the presence of Bidders' representatives who choose to attend at 14:00 on 19th May, 2024. at the office of Power Trade Department, Nepal Electricity Authority, Durbar Marg. Bids must be valid for a period of 180 days from the date of bid opening and must be accompanied by a bid security or scanned copy of the bid security in pdf format in case of e-bid, amounting to a minimum of NRs. 1,000,000.00 (One Million Nepalese Rupees Per MW of the total bided capacity, which shall be valid for 28 days beyond the validity period of the bid (i.e. 13th December, 2024)
- 10. The Technical Bid shall not include any financial information related to the Price Bid. A Technical Bid containing such material financial information shall be declared non-responsive.
- 11. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid and bid security shall remain the same as specified for the original last date of bid submission.
- 12. NEA reserves the right to accept or reject, wholly or partly any or all the Bid(s) without assigning any reasons or whatsoever
- 13. Correspondence shall be made at

Director,

Power Trade Department Nepal Electricity Authority Durbar Marg, Kathmandu, Nepal Tel: 4153110 Fax: 4153111



SECTION 3: INTRODUCTION

3.1 Introduction

- 3.1.1 Government of Nepal has planned to promote other renewable energy sources such as solar and wind at the most 10% of the total installed capacity to be achieved with all PPA concluded projects.
- 3.1.2 Nepal Electricity Authority (NEA) hereinafter referred to as "Procurer", will directly purchase power generated from Solar PV Plants.
- 3.1.3 NEA invites request for proposal from interested Eligible Bidders thereof ("Bidders") for selection of developer(s) for setting up of Grid Connected Solar Photo Voltaic (PV) Plant in Nepal for supply of electricity for 25 years through tariff-based National Competitive Bidding process.
- 3.1.4 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). The template of PPA document is attached as Annexure 14 to this document.

3.2 Background

- 3.2.1 NEA will carry out tariff-based competitive bidding process for purchase of power generated from solar project(s).
- 3.2.2 Bidder (s) will be selected through tariff-based National Competitive Bidding process.

3.3 Capacity of the Project

- 3.3.1 A Bidder may submit Bids for developing the Project(s) under solar PV technology (Solar PV Project).
- 3.3.2 The maximum total capacity offered under this RFP Document is 800 MW.
- 3.3.3 The capacity allocated for various substations/sites is as per Annex-13.
- 3.3.4 Each Bidder is allowed to submit a single bid only for one or more projects with cumulative capacity not exceeding 150 MW.
- 3.3.5 Each Bidder shall submit their Bid towards the minimum capacity of 1 MW for distribution substations and 10 MW for Grid substations.
- 3.3.6 The delivery point shall be at 66 kV or above for Grid Substations and 33 kV for the Distribution Substations.

3.4 Technology

3.4.1 The Bidder is free to choose any Solar PV power generation technology viz Crystalline Silicon Solar Cell Modules / Thin Film Modules or any other proven 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.



3.5 Connectivity with the Grid

3.5.1 The Developer shall be responsible for power evacuation from the power plant to the nearest NEA's sub-station/delivery point. The interconnection to the nearest NEA's substation/delivery point shall be at 66 kV or above for Grid Substations and 33 kV for the Distribution Substations. Bidders are strongly advised to visit the connecting substations for the availability of space and construction of interconnection facilities before submitting the Bid.

3.6 Tariff

- 3.6.1 PPA shall be signed between NEA and Successful Bidder(s). NEA shall pay to the Seller(s) the tariff set through the tariff-based National Competitive Bidding process in Nepalese Currency, as per the terms and conditions of the PPA.
- 3.6.2 The tariff shall be payable by the Procurer in Nepalese Rupees, as per provisions of the PPA.

3.7 Bidding Procedure

A Single Stage Two Envelope Bidding process through e-bidding portal of PPMO's e-GP system www.bolpatra.gov.np/egp is adopted, which is detailed out further in clause 6.10.



SECTION 4: INSTRUCTIONS TO BIDDERS

- 4.1.1 The Bidders must submit their Bid prior to last date of submission.
- 4.1.2 Though adequate care has been taken while preparing the RFP Document, the Bidder shall satisfy itself that the document is complete in all respects.
- 4.1.3 Nepal Electricity Authority (NEA) may modify, amend or supplement this RFP Document.
- 4.1.4 This Request for Proposal, RFP, is not an agreement or offer by NEA to the prospective Bidders. The purpose of this RFP is to provide interested parties with information to assist in formulation of their Bid.
- 4.1.5 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.
- 4.1.6 The Proposal shall comprise Technical Proposal and Financial Proposal to be submitted through A Single Stage Two Envelope Bidding process through e-bidding portal of PPMO's e-GP system www.bolpatra.gov.np/egp.
- 4.1.7 The Technical Proposal submitted by the Bidder shall comprise the following:
 - a. Letter of Technical Bid/Technical Proposal Submission Letter (Annex 1)
 - b. Bid Security in accordance with Clause 6.13
 - c. Written confirmation authorizing the signatory of the Proposal to commit the Bidder, in accordance with Annex 4
 - d. Technical Proposal formats Annex 1 to Annex 11 (as applicable)
 - e. In the case of a proposal submitted by a Joint Venture or Consortium, the Proposal shall include a copy of the Joint Bidding Agreement (JBA) or Consortium Agreement entered into by all partners; and
 - f. Any other document required in the RFP.
- 4.1.8 The Financial Proposal submitted by the Bidder shall comprise the following:
 - a. Letter of Financial Proposal (Annex 12)
 - b. Completed schedule as required, including Tariff Schedule, in accordance with Annex 12
 - c. Any other document required in the RFP.
- 4.1.9 Technical Proposal will be opened first in the presence of Bidders who wish to be present and will be evaluated. The Technical Bid shall not include any financial information related to the Price Bid. A Technical Bid containing such material financial information shall be declared non-responsive. The Financial Proposal of only those bidders who will Pass in evaluation of the Technical Proposal will be opened.



- 4.1.10 Cutting/overwriting, if any in the figures of the RFP Document, is required to be clarified/indicated in words, duly signed, failing which the Bid may be rejected.
- 4.1.11 Material Deviation of any kind will not be accepted in the Bid. Such deviations shall be ignored. Conditional Bids are liable to be rejected.
- 4.1.12 All the required information shall be furnished strictly in the prescribed formats 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.
- 4.1.13 If necessary, NEA may advise any Bidder to furnish the some or whole documents in original on short notice of three days.
- 4.1.14 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 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.
- 4.1.15 All Bid documents should essentially be duly sealed, signed, scanned and uploaded in the e-bidding portal of PPMO's e-GP system www.bolpatra.gov.np/egp.
- 4.1.16 All correspondence in respect of the RFP and submission of the Bid shall be addressed to:

Director,

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



SECTION 5: DEFINITIONS

- 5.1.1 *"Bid"* shall mean the Technical Bid and Financial Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions hereof.
- 5.1.2 *"Bidder"* shall mean a company, formed and registered in Nepal as per the laws of Nepal or a Consortium of Companies, which submits a Bid to NEA in accordance with the provisions of this RFP.
- 5.1.3 *"Benchmark Tariff"* shall mean the tariff of NRs. 5.94 (in words: Five rupees ninety-four paisa) per kWh for Solar Projects.
- 5.1.4 *"Company"* shall mean a company formed and duly registered under the laws of Nepal.
- 5.1.5 *"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.
- 5.1.6 *"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.
- 5.1.7 *"Contract Capacity"* shall mean the electrical power (AC) in MW contracted between the Seller and the Procurer at the delivery point of NEA's concerned substation.
- 5.1.8 *"Contract Energy"* shall mean electrical energy (AC) in kWh contracted between the Seller and the Procurer at the delivery point of NEA's concerned substation.
- 5.1.9 *"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.
- 5.1.10 *"Effective Date"* shall mean the date of signing of PPA by both the Parties.
- 5.1.11 *"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.
- 5.1.12 *"Effective Tariff"* shall mean the tariff quoted by the Bidder.
- 5.1.13 *"Grid Code"* shall mean the Grid Code specified by NEA.
- 5.1.14 *"Law"* shall have the same meaning as ascribed thereto in the PPA.
- 5.1.15 *"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.
- 5.1.16 *"Performance Security (PS)"* means the unconditional and irrevocable bank guarantee of NPR_600,000 (Six hundred thousand Nepali Rupees) per MW issued by a commercial bank in Nepal and shall by its terms encashable at a bank in Kathmandu, Nepal, provided by the 'Bidder' as security for the Company's obligations to sign PPA. It must be submitted before signing the PPA.



- 5.1.17 "*Bid Security*" means the unconditional and irrevocable bank guarantee issued by a commercial bank in Nepal of the amount as mentioned in Clause 6.13.1 and shall by its terms encashable at a bank in Kathmandu, Nepal, provided by the 'Developer.'
- 5.1.18 "JBA" shall mean the Joint Bidding Agreement for the submission of Bids.
- 5.1.19 "*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.
- 5.1.20 **"Procurer"** shall mean NEA who will directly purchase power generated from the Solar PV projects.
- 5.1.21 "Project" shall mean solar PV project with single point of injection into NEA grid.
- 5.1.22 *"Project Company"* shall mean the Company formed/incorporated by the Bidder as per Nepalese Laws.
- 5.1.23 **"RFP"** shall mean this Request for Proposal along with all formats and RFP Project Document attached hereto and shall include any modifications, amendments, alterations, or clarifications thereto.
- 5.1.24 *"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 (LoI) has been issued.
- 5.1.25 *"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.
- 5.1.26 *"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.
- 5.1.27 *"SPV"* shall mean the Special Purpose Vehicle incorporated by the Bidder in accordance with Clause 6.1.1 (b) of this RFP.



SECTION 6: GENERAL TERMS AND CONDITIONS

A. GENERAL

6.1 ELIGIBILITY REQUIREMENTS

- 6.1.1 Nature of Bidding Entity
 - (a) Any Bidder, which is a Company or a Joint Venture/Consortium, shall be eligible to submit a Bid. The term Bidder used in this RFP applies to both a single Company and a Joint Venture/Consortium.
 - (b) Where a Bidder is either a single entity or a Consortium and is declared as the Selected Bidder, it may at its option form an SPV to execute the PPA.
 - (c) In the event that the Selected Bidder chooses to incorporate an SPV Company, then the Selected Bidder shall subscribe and hold more than 50% (fifty percent) of the total Equity Contribution and voting rights of the SPV from the date of incorporation of the SPV and until the expiry of a period of 1 year from the Project Commercial Operation Date (COD). Each member of the SPV shall be incorporated and registered as per the laws of Nepal.
 - (d) In the event that the Selected Bidder chooses not to incorporate an SPV, then the promoters of the Selected Bidder, as on the date of submission of the Bid, should not cede control of the Selected Bidder until the expiry of a period of 1 year from the Project COD. In this case, the Selected Bidder shall provide information regarding its promoters and their shareholding in the Selected Bidder prior to execution of the PPA, provided further that this provision shall not apply in the event the Selected Bidder is a listed company in Nepal Stock Exchange.
 - (e) If the Selected Bidder is a Consortium, then the Consortium and its Members shall, in addition to incorporating an SPV, comply with the following conditions:
 - (i) The number of Members in such Consortium shall not exceed 3 and each member shall be incorporated and registered as per the laws of Nepal.
 - (ii) The Qualification Proposal submitted by the Consortium should contain the required information of each Member of the Consortium.
 - (iii) The Members of the Consortium shall nominate the Lead Member. Such nomination shall be supported by a power of attorney signed by all the Members of Consortium and shall substantially be in the form set out in Annex 4. The Lead Member shall have the authority to represent all the Members of the Consortium during the Bid Process.



(iv) The Consortium shall submit a binding and enforceable JBA to NEA with its Bid, substantially in the form set out at Annex 6.

Each Member of the Consortium shall duly sign the JBA making it liable for raising the required funds for its respective equity investment commitment as specified in the JBA. In the absence of a duly executed JBA, the Bid shall not be considered for evaluation and shall be rejected. However, in case the Lead Member commits to take the liability to the extent of 100% (one hundred percent) of the total proposed commitment of equity investment, i.e., for both its own liability as well as the liability of the other Members, the Bid shall not be rejected.

Except as specifically permitted in accordance with the RFP Document, the Members of the Consortium shall not amend, vary or terminate the JBA at any time during the validity period of the Bid, and thereafter, until the expiry of a period of 1 year from the Project COD, without the prior written consent of NEA.

- (v) The Members of the Consortium shall undertake that they shall be jointly and severally responsible and liable for meeting all obligations in relation to the Project.
- (vi) In case the Consortium incorporates SPV, the Lead Member and any Member of the Consortium whose Technical Capacity or Financial Capacity was assessed for the purpose of Qualification, shall subscribe and hold not less than 26% (twenty six percent) of the total Equity Contribution and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 year from the Project COD.
- (vii) In case the Consortium incorporates SPV, the Consortium as whole shall cumulatively subscribe and hold more than 50% (fifty percent) of the total Equity Contribution and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 year from the Project COD.
- (f) The Selected Bidder or the Promoters of the Selected Bidder, as the case may be, after informing NEA, will be entitled to, dilute its shareholding in the SPV or the Selected Bidder, as the case may be, below the levels stated in this Clause 6.1 only after the expiry of a period of 1 year from the Project COD.



- (g) If, post submission of the Bid, any Associate, whose credentials have been taken into consideration for determining compliance with the Qualification Requirements, ceases or will cease to be an Associate of the Bidder or such Member, then, the Selected Bidder shall seek the approval of NEA for such occurrence. If NEA is of the view that such occurrence is likely to affect the Bidder's ability to comply with the Qualification Requirements adversely, then NEA may disqualify the Bidder from participation in the Bid Process; or, if the Bidder has been declared as the Selected Bidder, withdraw the LOI or treat such occurrence as a SPV/Developer event of default in accordance with the PPA, without NEA incurring any liability towards the Selected Bidder or the SPV for such withdrawal or possible termination. While NEA will not unreasonably withhold or delay such approval, the decision of NEA will be final in this regard.
- 6.1.2 General Conditions of Eligibility
 - (a) A Bidder shall not have a conflict of interest that affects the Bid Process (Conflict of Interest). Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bid Process, if:
 - (i) such Bidder or an Associate of such Bidder:
 - (A) Controls, is Controlled by or is under common Control with any other Bidder or any Associate thereof; or
 - (B) has any direct or indirect ownership interest in any other Bidder or Associate thereof,

provided that this disqualification shall not apply if:

- (A) the direct or indirect ownership interest in such other Bidder or Associate thereof is less than 20% (twenty percent); or
- (B) the Control or ownership interest is exercised or held by a bank, insurance company, pension fund or a public financial institution; or
- (ii) such Bidder is also a constituent of another Bidder; or
- such Bidder or its Associate receives or provides any direct or indirect subsidy, grant, concessional loan or subordinated debt from or to any other Bidder or such other Bidder's Associate; or
- (iv) such Bidder, or its Associate has a relationship with another Bidder, or such other Bidder's Associate, directly or through common third



party/parties (including advisors), that puts either or both of them in a position to have access to the other's information about, or to influence the Bid, of the other; or

(v) such Bidder, or its Associate has participated as a consultant to NEA in the preparation of any documents, design or technical specifications of the Project.

Explanation: If a Bidder is a Consortium or Joint Venture, then the term "Bidder" as used in this Clause shall include each Member of such Consortium/ Joint Venture; and the term "Associate" as used in this Clause shall include Associates of each Member of the Consortium.

- (b) A Bidder shall be disqualified if it submits more than one Bid either individually or through its Associate. This will result in the disqualification of all such Bids submitted by the Bidder and/or its Associates.
- (c) If a Bidder, any Member or any of their Associates, has been barred by any government or government instrumentality in Nepal or in any other jurisdiction to which such entity or its Associates belong or in which they conduct their business, from participating in any project or being awarded any contract and the bar subsists on the Bid Due Date, such Person will not be eligible to submit a Bid.
- (d) There is no litigation pending or, to the best of such Bidder's knowledge, threatened against it to which it or any of its Associates is a party, which is of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.
- (e) NEA reserves the right to seek information and evidence from the Bidders regarding their continued eligibility at any time during the Bid Process and each Bidder shall undertake to provide all of the information and evidence requested by NEA.

6.2 QUALIFICATION REQUIREMENTS

The Bidders should satisfy the following minimum financial and technical criteria set out below to qualify for evaluation of the Financial Proposals:

6.2.1 Financial Criteria

To demonstrate its financial capacity to undertake the Project (Financial Capacity), the Bidder must meet each of the financial qualification criteria specified in this Clause.

(a) Net Worth



- (i) In the Financial Year immediately preceding the Bid Due Date, the Bidder's net worth (as per the audited annual financial statements) shall be positive.
- (ii) The Bidders shall furnish documentary evidence in accordance with the format specific in Annex 8 duly certified by its Statutory Auditor in support of their financial capability.
- (iii) In case of a Consortium/Joint Venture, the Net Worth must be positive for all the Members.
- (iv) The calculation of Net Worth must be based on the unconsolidated audited annual accounts of the Bidder or Member for the Financial Year immediately preceding the Bid Due Date.
- (v) If the annual accounts for the Financial Year immediately preceding the Bid Due Date are not audited, the Bidder or Member shall provide the provisional annual accounts for such Financial Year. The provisional annual accounts shall be accompanied by an undertaking by the Bidder to the effect that:
 - (A) if it is chosen as the Selected Bidder, the Bidder or Member will submit the audited annual accounts for the Financial Year immediately preceding the Bid Due Date prior to the Effective Date; and
 - (B) the Net Worth as per such audited annual accounts shall meet the Net Worth criteria required in Clause 6.2.1(a)(i).

If the Selected Bidder has submitted provisional accounts for the Financial Year immediately preceding the Bid Due Date with its Bid and submitted the audited accounts prior to the Effective Date, and as per such audited annual accounts, the Selected Bidder does not meet the Net Worth criteria as required in Clause 6.2.1(a)(i), then NEA shall have the right to terminate the PPA.

- (vi) A Bidder or a Member is not permitted to rely on the Net Worth of its Associate for demonstrating its Financial Capacity.
- (b) The Bidder (and in case of a Consortium/Joint Venture, any Member) is not affected by and has not been affected by any of the following events, conditions or circumstances in the Financial Year immediately preceding the Bid Due Date, as certified by the statutory auditor of the Bidder (and in case of a Consortium, the statutory auditor of a member):



- (i) the Bidder or Member undergoing any corporate debt restructuring or similar process under the laws of the country of its incorporation;
- (ii) the Bidder or Member having been categorized as a wilful defaulter in accordance with the laws of the country of its incorporation;
- (iii) the Bidder or Member being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver; or
- (iv) the Bidder or Member having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended.

6.2.2 **Technical Criteria**

- (a) To demonstrate its technical capacity and experience (**Technical Capacity**), the Bidder must meet one of the four criteria indicated below:
 - (i) The Bidder or any Member must have experience of development and commissioning of grid-connected solar PV power projects of at least 1 (one) MW capacity(on an individual or aggregate basis), or
 - (ii) The Bidder or any Member must have experience of development and commissioning of at least 5 (five) MW grid connected power projects other than solar PV projects (on an individual or aggregate basis), or
 - (iii) The Bidder or any Member shall have obtained Survey License for Generation or Generation License issued by DOED, Nepal for development of solar power project in Nepal. or
 - (iv) The Bidder or any Member must have the evidence of availability of at least 0.25 hectare per MW land for each project development. The Bidder shall submit Project-wise a letter of recommendation/no objection from the Department of Water Resources and Irrigation or Ministry of Physical Infrastructure under the state government that the proposed land is not irrigable. In case of land falling in National Park and reservation, recommendation/no objection letter from the Ministry of Forest and Environment shall be submitted.



- (b) It is clarified that:
 - (i) Development of project(s) (contemplated in Clause 6.2.2 (a) (i) and (ii)) shall mean successful commissioning of the project(s) on its balance sheet or by a project company in which the Bidder or any Member of the Bidding Consortium (or its Associate) held an equity share capital of not less than 26% (twenty six percent) of the subscribed and paid up equity at the time of commissioning of such project, as evidenced by a statutory auditor's certificate provided in the format set out in Annex 8.
 - (ii) The Bidder/Member may rely on the experience of its Associate(s) for demonstrating the Technical Capacity.
 - (iii) In case of a Joint Venture/ Consortium, the Technical Capacity must be demonstrated by one Member, and if such Consortium is declared the Selected Bidder, then the Member whose experience was relied upon to demonstrate that the JV/Consortium has the Technical Capacity to undertake the Project, must hold not less than 26% of the total Equity Contribution and voting rights of SPV until 1 year after the Project COD;
 - (iv) The documentary evidence to be submitted by the Bidder for establishing the fulfilment of required minimum Technical Criteria is specified in Annex 8.
 - (v) In case the Bidder is relying on a project developed by a project company in which the Bidder or Member has at least 26% subscribed and paid up equity at the time of commissioning of such project, then a certificate from the statutory auditor in the format prescribed in Annex 8 shall be required to be furnished as part of the Qualification Proposal.
 - (vi) In case the Bidder is relying on its Associate's experience, then a certificate in the format prescribed in Annex 8 shall be required to be furnished as part of the Qualification Proposal.
- (c) Notwithstanding anything stated above, NEA reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and may request for any additional information and/or documents. NEA reserves the right at its sole discretion to contact the Bidder's bank, lenders, financing institutions, and any other persons as necessary to verify the Bidder's information and/or documents for the purpose of qualification.



6.3 General Terms of Bidding

- 6.3.1 The Bidder may be a single business entity or a partnership company or a consortium.
- 6.3.2 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 the Power Purchase Agreement.
- 6.3.3 The Bid should be furnished clearly indicating the Effective Tariff. The specimen of the Effective Tariff is provided at **Annex 12** of this RFP.
- 6.3.4 The Bidder should submit a Power of Attorney as per the format at Annex 4, authorizing the signatory of the Bid to commit the Bidder.
- 6.3.5 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.
- 6.3.6 The Bid submission and all related correspondence and documents in relation to the RFP Document 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.
- 6.3.7 The RFP Document 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.
- 6.3.8 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.
- 6.3.9 This RFP is not transferable.

6.3.10 Any award of right pursuant to this RFP shall be subjected to the terms of RFP Document.



- 6.3.11 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, either on its own, or as part of a consortium.
- 6.3.12 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.
- 6.3.13 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 the requirement of this RFP.

6.4 Cost of Bidding

6.4.1 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.

6.5 Verification of Information

- 6.5.1 It shall be deemed that by submitting a Bid, the Bidder has:
 - a. made a complete and careful examination of the RFP Document;
 - 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 RFP Document;
 - 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 RFP Document and performance of all of its obligations thereunder;
 - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP Document 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.
- 6.5.2 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 or the Bidding Process, including any error or mistake therein or in any information or data given by NEA.



6.6 Right to Accept and to Reject Any or All Bids

- 6.6.1 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.
- 6.6.2 NEA reserves the right to reject any Bid if:
 - a. The effective tariff quoted in the Financial Bid exceeds the Benchmark Tariff. In case the Bidder has bided for more than one projects, only the projects offered by the bidders with effective tariff being quoted higher than the Benchmark Tariff will be rejected
 - b. at any time, a material misrepresentation is made or uncovered, or
 - c. 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 invite the remaining Bidders; or take any such measure as may be deemed fit in the sole discretion of NEA, including annulment of the Bidding Process, or
 - d. The bidder has submitted more than one Bid either individually or through its associates.
 - e. Bidder has a conflict-of-interest pursuance to Clause 6.1.2 (a)
 - Bidder fails to meet Technical and Financial qualification Criteria pursuance to Clause 6.2
 - g. If proposed Effective Tariff is disclosed in Technical Proposal.
 - h. Any other causes of rejections mentioned elsewhere in this RFP.
- 6.6.3 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 the LoI 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



6.7 Contents of the RFP

6.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 6.8.

Section 1: Disclaimer

Section 2: Notice

Section 3: Introduction

Section 4: Instructions to Bidders

Section 5: Definitions

Section 6: General Terms and Conditions

Section 7: Special Terms and Conditions

Section 8: Evaluation of Bids

Section 9: Fraud and Corrupt Practices

Section 10 Onwards: Annexures

Annex 1 : Format of Covering Letter

Annex 2 : Description of the Bidders/Members

Annex 3 : Format for Board Resolutions

Annex 4 : Format of Power of Attorney

Annex 5 : Affidavit Certifying that the Entity/Promoter(s)/Director(s) of Entity are Not Blacklisted

Annex 6 : List of Documents to be Submitted by the Bidder

Annex 7 : Format for Joint Bidding Agreement

Annex 8 : Format for Qualification

Annex 9 : Location and Estimated Capacity of Solar Power Projects

Annex 10 : Format of Bid Security

Annex 11 : Parameters and Technical Limits of Supply

Annex 12 : Format for Financial Bid

Annex 13 : Details of Substation location and allocated capacity

Annex 14: Sample PPA document

6.8 Amendment of RFP

6.8.1 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.



- 6.8.2 Any Addendum thus issued will be uploaded in the PPMO's e-GP system www.bolpatra.gov.np/egp and will also be published in NEA's website; <u>www.nea.org.np</u> and through national daily newspaper. The published details on the said sources will be binding on the participating Bidders.
- 6.8.3 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 PPMO's e-GP system www.bolpatra.gov.np/egp, NEA's website; www.nea.org.np and through national daily newspaper.

C. PREPARATION AND SUBMISSION OF BIDS

6.9 Format and Signing of Bid

- 6.9.1 The Bidder shall provide all the information sought under this RFP electronically in PDF or online forms files as specified in Clause 6.10 under Single stage Two Envelope Bidding Procedures of PPMO's e-GP system. 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.
- 6.9.2 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.
- 6.9.3 As far as possible, the Bid shall contain page numbers.

6.10 Submission of Bid

Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause.

- i. The bidder is required to register in the e-GP system https://www.bolpatra.gov.np/egp following the procedure specified in e-GP guideline.
- ii. Interested bidders shall download the IFB and bidding document from e-GP system.
- iii. The registered bidders need to maintain their profile data required during preparation of bids.
- iv. In order to submit their bids, the cost of the bidding document can be deposited as specified in Section 2 "Notice". In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the technical bid.
- v. The bidder can prepare their technical and price bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Employer. The bidder may submit bids as a single entity or as a Consortium/joint venture. The bidder submitting bid in Consortium/joint venture shall have to upload binding and enforceable JBA along with partner(s) Bolpatra



ID provided during bidder's registration.

- vi. Bidders (all partners in case of Consortium/JV) should update their profile data and documents required during preparation and submission of their technical bids.
- vii. In case of bid submission in Consortium/ JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.

The required forms and documents shall be part of technical bids.

No.	Document	Requirement	Remarks
1.	Letter of Technical proposal (Annex 1)	Mandatory	PDF
2.	Bid Security/Bank Guarantee	Mandatory	PDF
3.	Company registration Certificate	Mandatory	PDF
4.	PAN/VAT registration Certificate	Mandatory	PDF
5.	TaxClearanceCertificate/Taxreturnsubmissionevidence/evidenceevidence/evidenceoftime extension	Mandatory	PDF
6.	Power of Attorney of Bid signatory	Mandatory	PDF
7.	Bank Voucher for cost of bid document	Mandatory	PDF
8.	JBA agreement	Mandatory in case of JV Only	PDF
9.	Qualification Documents	Mandatory	PDF
10.	Technical Specification if necessary	Mandatory	PDF or Online Forms
11.	Delivery and Completion Schedule	Mandatory	PDF or Online Forms
13.	Additional documents as required by the RFP	Mandatory (If any)	PDF



No.	Document	Requirement	Remarks
1.	Letter of Price Bid (Annex 12)	Mandatory	PDF
2.	CompletedPriceSchedule (Annex 12)	Mandatory	PDF/Online Forms
3.	Additional Documents as required by RFP	Mandatory (If any)	PDF

The required forms and documents shall be part of Financial (price) bids.

Note:

- *a)* The documents specified as "Mandatory" should be included in e-submission and non-submission of the documents shall be considered as non-responsive bid.
- b) Bidders (all partners in case of Consortium/JV) should verify/update their profile documents as appropriate for the specific bid before submitting their bid electronically.
- viii. After providing all the details and documents, two separate bid response documents i.e technical bids and price bids will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.
- ix. For verifying the authentic user, the system will send one time password (OTP) in the registered e-mail address of the bidder. System will validate the OTP and allow bidder to submit their bid.
- x. Electronically submitted bids can be modified and/or withdrawn through system. The bidder may modify their bids multiple times online within bid submission date and time specified in e-GP system. Once a Bid is withdrawn, bidder won't be able to submit another bid response for the same bid.
- xi. The Bidder / Bid shall meet the following requirements and conditions for esubmission of bids;
 - aa) The e-submitted bids must be readable through PDF reader.
 - bb) The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP system as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.
 - cc) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings, and conditions of contract.



6.11 Bid Submission Date

- 6.11.1 Bids should be submitted up to the Bid Submission Date in the manner and form as detailed in this RFP.
- 6.11.2 NEA reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bids.

6.12 Late Bids

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

6.13 Bid Security

- 6.13.1 The Bidder shall furnish as part of its Bid, in original form, a Bid Security as specified in the Clause 5.1.17. Amount of Bid Security shall be NPR 1,000,000 (One Million Nepali Rupees) per MW.
- 6.13.2 Any Bid not accompanied by a substantially compliant Bid Security shall be rejected by NEA as nonresponsive.
- 6.13.3 The Bid Security of the unsuccessful Bidder (s) shall be returned as promptly as possible upon the Successful Bidder(s) furnishing of the Performance Security pursuant to Clause 6.14.
- 6.13.4 The Bid Security of Successful Bidders shall be returned as promptly as possible once the Successful Bidder has signed the PPA and furnished the required Performance Security.

The Bid Security may be forfeited in full or proportionate to the awarded capacity as the case may be:

- a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Financial Bid.
- b. If the successful Bidder fails to:
 - i. furnish a Performance Security in accordance with Clause 6.14, or
 - ii. Submit the Survey License issued from the Competent Authority of Government of Nepal within 45 days from the date of issuance of LoI, or
 - iii. Negotiate and conclude a draft PPA with NEA within 60 days of issuance of LoI; or
 - iv. Sign the PPA with NEA within 15 days from the date of receiving of consent from the ERC on the PPA;
- 6.13.5 The Bid Security of a Consortium shall be in the name of the Lead Member submitting the Bid for Consortium.
- 6.13.6 After the issuance of Letter of Intent (LoI) to the successful bidders, NEA may require the Bidder to extend the validity period of Bid Security until the final PPA is signed. NEA shall forfeit the Bid Security, if bidder fails to extend the bid validity by the date of expiry of the original Bid Security.



6.13.7 Bidders are strongly advised to apply for the Survey License in advance to the competent Authority of the Government of Nepal for the projects they would bid so that they would not default under clause 6.13.4 (b) (iii)

6.14 Performance Security

- 6.14.1 Within 28 days of the issuance of LoI from the NEA, the Successful Bidder(s) shall furnish the Performance Security in accordance with the conditions of PPA.
- 6.14.2 Failure of the Successful Bidder to submit the above-mentioned Performance Security or comply with the contractual conditions specified in the RFP Document shall constitute sufficient grounds for the annulment of the award of the Contract and forfeiture of the Bid Security.

6.15 Effective Tariff

- 6.15.1 The Bid shall consist of Effective Tariff to be quoted by the Bidder as per Annex 12.
- 6.15.2 The Effective Tariff to be quoted by the Bidder shall be equal or less than the Benchmark Tariff.
- 6.15.3 The tariff for Successful Bidder discovered through competitive tariff process shall be payable by NEA to the Developer in accordance with this RFP and the provisions of the Power Purchase Agreement.
- 6.15.4 The tariff has to be quoted in Nepali Rupee per kWh up to two places of decimal only. If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For example, if the quoted tariff is NPR 2.337, then it shall be considered as NPR 2.33).
- 6.15.5 The LoI shall be awarded to the Bidders on the basis of lowest tariff in accordance with the procedure described in **SECTION 6: GENERAL TERMS AND CONDITIONS**.

6.16 Withdrawal of Bids

- 6.16.1 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.
- 6.16.2 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.
- 6.16.3 No Bid may be withdrawn during the period after Bid submission date, as the case may be.

6.17 Rejection of Bids

- 6.17.1 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.
- 6.17.2 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.



6.17.3 NEA reserves the right to reject any Bid if response to RFP is having Conflict of Interest.

6.18 Validity of Bids

- 6.18.1 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.
- 6.18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, NEA may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with Clause 6.13.6, it shall also be extended 28 days beyond the deadline of the extended Bid validity period. A Bidder may refuse the request and, in such case, Bid Security shall not be forfeited. A Bidder granting the request shall not be required or permitted to modify its Bid.

6.19 Confidentiality

- 6.19.1 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.
- 6.19.2 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.
- 6.19.3 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.

6.20 Correspondence with the Bidder

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



SECTION 7: SPECIAL TERMS AND CONDITIONS

7.1 Technology of the Project

- 7.1.1 The Bidder shall deploy commercially established technology wherein there is at least one grid connected project successfully operational of the proposed technology, for at least one year, anywhere in the world. Bidders are strongly encouraged to implement the Agro-Solar technology in which agricultural products can be cultivated alongside the harvesting of the solar energy in the same field.
- 7.1.2 The Bidder shall provide following or better technology for Solar PV Project:
- a. Crystalline Silicon Solar Cell Modules; or
- b. Thin Film Modules

7.2 Capacity and Location of the Project

- 7.2.1 The Bidder can bid minimum for single project of at least 1 MW for distribution substations and 10 MW for Grid substations.
- 7.2.2 Each bidder is allowed to submit a single bid only for single or more projects with cumulative capacity not exceeding 150 MW.
- 7.2.3 The Bidders are required to undertake their own due diligence.
- 7.2.4 The proposed maximum off take capacity and the substation locations for solar PV project shall be as per Annex 13. 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, space for interconnection facilities and other associated works.
- 7.2.5 The delivery point shall be at 66 kV or above for Grid Substations and 33 kV for the Distribution Substations.

7.3 Land for the Project Development

- 7.3.1 The land necessary for the development of Project shall be the sole responsibility of the Developer.
- 7.3.2 The Successful Bidder shall ensure possession of 50% (fifty per cent) of required land within 6 (Six) months of the signing of the PPA, failing which results Company event of default as per PPA. The possession should be demonstrated by submitting land ownership certificates or land lease agreement.
- 7.3.3 The Developer shall make necessary arrangement for evacuation of energy generated to the NEA substations, through dedicated transmission lines, connected to the high/intermediate/low voltage side of the respective substations depending on the capacity of the projects, type of substation (load or pooling) and availability of spare capacity in the power transformer in the respective substations. The connection voltage level shall be fixed during the grid connection agreement of the successful projects. 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 equipment or any other associated works related to connection of Solar



Power Plant at NEA's substation, the Developer shall make necessary arrangement to obtain necessary extra land.

It is strongly advised that one or more successful developers shall develop the common transmission line to the NEA substation in case their projects are located in the same corridor.

7.4 Compensation

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

7.5 Other Documents Required

7.5.1 The documents mentioned in Annex 6 are required to be submitted by the Bidder.

7.6 Permits and Clearances

7.6.1 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 may facilitate in getting the necessary permits and clearances.

7.7 Commissioning and Partial Commissioning

- 7.7.1 The Commercial Operation Date (**COD**) for the Project shall be achieved by the Developer within 18 (Eighteen) months for the Project equal or less than 10 MW and 24 (Twenty-Four) for the project above 10 MW from the date of signing of Power Purchase Agreement (PPA) between Project Developer and Procurer.
- 7.7.2 The Developer shall be eligible to declare partial commissioning, if it is able to commission at least 50% of the awarded capacity. COD of the project shall deem to have been achieved upon the successful commissioning of such partial capacity. However, NEA will be liable to pay only 75% of the applicable tariff, for the energy supplied between partial commissioning and full commissioning of the project. Furthermore, NEA shall encash the Performance Security proportionate to the Capacity not commissioned in case of failure of Developer to achieve full commissioning of the Project within 90 (ninety) days from Required Commercial Operation Date (RCOD) as mentioned in PPA.

7.8 Information regarding Interconnection Facilities

7.8.1 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.



7.9 Interconnection with Substation

- 7.9.1 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 equipment, bus bar material, SCADA and Communication System and other allied materials as applicable.
- 7.9.2 If available, the land necessary for the construction of line bay will be made available to the Developer. However, the Developer has to pay the required fee as per NEA rules. If land necessary for bay construction is not available in the substation, then the Developer shall have to make necessary arrangement for the required area on his own cost.

7.10 Insulation Coordination and Protection System

- 7.10.1 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 equipment during parallel operation of the plant with grid.
- 7.10.2 In the event of grid failure, necessary arrangements should be made by the solar power Developer to detach the plant itself from NEA grid.
- 7.10.3 Each Solar Project shall install dynamic VAR compensator as will be determined during the Grid connection Agreement.

7.11 Transmission Losses

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

7.12 Evacuation System

- 7.12.1 The Developer shall lay necessary transmission line from the Power Plant Generating Substation to NEA's substation.
- 7.12.2 Cost of construction of transmission line will be borne by Developer and the responsibility of its operation/ maintenance will also be of the Developer.

7.13 Synchronization

7.13.1 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.



SECTION 8: EVALUATION OF BIDS

8.1 **Opening and Evaluation of Bids**

- 8.1.1 Electronically submitted Technical Bid shall be opened at first in the same time and date as specified *in* SECTION 2: NOTICE in the presence of bidder's representatives who chose to be present. Electronic Bids shall be opened one by one and read out and record of opening of technical bid shall be prepared. The e-submitted Technical Bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.
- 8.1.2 NEA shall examine and evaluate the Bids in the manner set out in this section, and the overall provisions of this document.
- 8.1.3 To facilitate evaluation of Bids, NEA may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 8.1.4 Any information contained in the Bid shall not in any way 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.
- 8.1.5 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.
- 8.1.6 At the end of the evaluation of the Technical Bids, the Procurer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Procurer. Bidders shall be given at least 7 days' notice for the opening of Price Bids.
- 8.1.7 The Procurer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders` representatives who choose to attend at the address, on the date, and time specified by the Procurer. The Bidder's representatives who are present shall be requested to sign a record of opening of financial bids. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record

8.2 Tests of Responsiveness

- 8.2.1 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 6.9;
 - b. it is received as per the specified formats;
 - c. it is received by last date of the Bid Submission Date including any extension thereof pursuant to Clause 6.11;
 - d. it contains all the information (complete in all respects) as requested in this RFP (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; and
- 8.2.2 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.

8.3 Evaluation of Eligibility Criteria

- 8.3.1 Only those Bidders whose Bids are responsive in accordance with provisions of Clause 8.2 above shall be considered for evaluation.
- 8.3.2 The Bidders' competence and capacity is proposed to be evaluated by Technical and Financial Eligibility criteria, as specified in clause 6.1 and 6.2. The evaluation will be a "Pass/Fail" decision for consideration towards the selection phase.

8.4 Selection of Bidder

- 8.4.1 The Bid of the Bidders adjudged as responsive in terms of Clause 8.2, and who meet the Eligibility Criteria would be considered for Financial Bid evaluation and shall only be proceeded for selection purpose.
- 8.4.2 Further, evaluation of Financial Bid shall be based on the Effective Tariff quoted by the Bidder for the Project/s in the Form of Financial Bid (Annex 12).
- 8.4.3 This clause is left blank intentionally.
- 8.4.4 The ranking of the Bidder's Projects shall be done based on the Bidders quoting lowest Effective Tariff in ascending order.
 - a. The Bidder's Project with lowest effective tariff shall be given highest rank (L1).
 - b. The ranking shall be done in ascending order of quoted Tariff and starting from L1, projects are assigned to the proposed substations till the target maximum capacity of 800 MW is allocated. The last rank Bidder (s) may be given partial capacity (if required) to keep the overall allocated capacity as 800 MW. As a part of the ranking and assigning the projects to the specific substation, it shall be ensured that the maximum capacity to be allocated at each substation shall not exceed the capacity identified in Annex 13. Once the capacity available in a specific sub-station is exhausted, no more capacity shall be allocated for the same.



- c. NEA reserves the right to increase the total allocated capacity i.e the target maximum capacity up to 20% higher of 800 MW in which case evaluation as per clause 8.4.4 (b) shall be carried out considering the increased capacity.
- 8.4.5 If tariff quoted is the same for two or more Bidder's Project, then all the Bidder's Projects with the same Effective Tariff shall be ranked based on the following merit order:
 - a. Step I Highest rank will be given to the Bidder's project holding the "Generation license".
 - b. Step II If two or more Bidder's project still tie in above step, then Bidder's Project with higher capacity will obtain higher ranking.
 - c. Step III If two or more bidder's project still tie in above two step of ranking, then Bidder's Project located in Madhesh/Lumbini Province will obtain higher ranking.
 - d. Step IV If two or more Bidder's Project still tie in above three steps of ranking, given that projects do not hold generation license, Bidder's Project holding the "Survey license" will obtain the higher ranking.
 - e. Step V If two or more Bidder's Project tie in above four steps of ranking, then the Bidder with the highest Net worth will be ranked higher.
 - f. Step VI:- If two or more Bidder's Project tie in above five steps of ranking, then the Bidder's project shall be selected through lottery.
- 8.4.6 Ranking of Bidders after Financial Bid Evaluation: Following illustrates an example of ranking of Bidders after Financial Bid opening and evaluation: (The number of Bidders may be more or less than the number mentioned in this example.)

Bidder	Submitted Financial Bid (Effective Tariff in ascending order)	Final Ranki ng	Step I– Generati on license in place	Step II- Project with higher capacity	Step III – Proposed location falls in Lumbini Province/Madhes h Province	Step IV – Survey License in Place	Step V – Higher net worth
B1	NPR 4.50/kWh	L1					
B2	NPR 4.59/kWh	L2	Yes	Higher Capacity			
B3	NPR 4.59/kWh	L3	Yes	Same Capacity	Yes	Yes	H1
B4	NPR 4.59/kWh	L4	Yes	Same Capacity	Yes	Yes	H1
B5	NPR 4.59/kWh	L5	Yes	Same Capacity	Yes	Yes	H3
B6	NPR 4.59/kWh	L6	Yes	Same Capacity	No		



B7	NPR	L7	Yes	Lower		
	4.59/kWh			Capacity		
B8	NPR	L8	No			
	4.59/kWh					
B9	NPR	L9				
	4.63/kWh					

- 8.4.7 After completion of evaluation, an award capacity is determined to each bidder and a Letter of Intent (the "LoI"), shall be issued by NEA to the Selected Bidders and the Selected Bidders shall acknowledge the receipt of LoI. The Selected Bidder is required to enter into a Power Purchase Agreement by concluding the Grid Connection Agreement with the concerned department of NEA.
- 8.4.8 After acknowledgement of the LoI, the Selected Bidder shall Furnish the Performance Security and sign the Power Purchase Agreement (PPA) in accordance with the relevant clauses of RFP.

8.5 Contacts During Bid Evaluation

8.5.1 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.



SECTION 9: FRAUD AND CORRUPT PRACTICES

- 9.1 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.
- 9.2 For the purposes of this Section, 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.



SECTION 10: ANNEXURES

Annex 1 - Format of Covering Letter (Letter of Technical Bid/Technical Proposal Submission 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, Director, Power Trade Department Nepal Electricity Authority Durbar Marg, Kathmandu, Nepal

Sub: Response to RFP for Setting Up of Grid-Connected Solar PV Power Projects.

Dear Sir,

- 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 Grid-Connected Solar Photo Voltaic Power Projects.
- 2. We/I confirm that our/my Project of capacity MW shall be commissioned within the stipulated time as 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.



- 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: Description of the Bidder/Members

(To be printed on the letterhead of the Bidder/Lead Member)

- 1. (a) Name:
 - (b) Country of Incorporation:
 - (c) Principal Address:
 - (d) Date of Incorporation and/or Commencement of Business:
- 2. Brief description of the Bidder including details of its main lines of business: [*Note. Such description shall not exceed 5 (five) type-written pages.*]
- 3. Details of individual(s) who will serve as the point of contact/communication for NEA:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-mail Address:
 - (f) Fax Number:
- 4. In case of a Consortium:
 - (a) The information above (1-3) should be provided for all the Members of the Consortium.
 - (b) Additional information regarding each Member of the Consortium should be provided as per table below:

S. No.	Name of Member	Proposed percentage Contribution of SPV	holding	in	the	total	Equity
1.							
2.							
3.							



Annex 3: Format for Board Resolutions

The Board, after discussion, at the duly convened meeting on ______ (*Insert date*), with the consent of all the Directors present and in compliance with the provisions of the Companies Act, 2063 (2006), passed the following Resolution:

- (1) RESOLVED THAT Mr/Ms_____, be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for development of [•] MW grid-connected solar photovoltaic projects in Nepal, in the country of Nepal, including signing and submission of all documents and providing information to NEA, representing us in all matters and generally dealing with NEA in all matters in connection with our bid for the said Project. (*To be provided by the Bidder or the Lead Member*)
- (2) **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 2063 (2006) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity for developing the Project. (*To be provided by the Bidder*)

[Note: In the event the Bidder is a Consortium, in place of the above resolution at S. No. (2), the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 2063 (2006) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest (______%) equity [*Insert the % equity commitment as specified in JBA*] in the Project. (*To be provided by each Member of the Consortium, including the Lead Member*)

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ______ [Insert the name of other Members in the Consortium] and Mr/Ms______, be and is hereby authorized to execute the JBA. Further, the Bid Documents, including the RFP and the Project Agreements have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to. (*To be provided by the each Member of the Consortium, including the Lead Member*)

FURTHER RESOLVED THAT Mr/Ms _____, be and is hereby authorized to execute the Power of Attorney in favour of the Lead Member. (*To be provided by each Member of the Bidding Consortium except the Lead Member*)

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member and other Member of the Consortium in the JBA) to the extent becoming necessary towards the total equity share in the Project awarded to the Consortium, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the JBA dated [____] executed by the Consortium as per the provisions of the RFP. (*To be provided by the Lead Member and other Members of the Consortium*)



(3) **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. ______ (Insert name of the Bidder/ Member(s) of Consortium) to use our financial capability for meeting the Net Worth requirements for the Project and confirm that all the equity investment obligations of M/s ______ (Insert name of the Bidder/ Member(s) of Consortium), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. We have noted the amount of the performance bank guarantees required to be submitted as per the Project Agreements and confirm that in the event of failure by M/s ______ (Insert name of the Bidder/ Member(s) of Consortium) to submit the required performance bank guarantees, we shall submit the performance bank guarantees as required by. (*To be provided by the Associate(s)/Affiliate(s) whose financial credentials have been used*)

Certified true copy

(Signature, Name and stamp of Company Secretary/Director)

Notes:

- This certified true copy should be submitted on the letterhead of the Company passing the relevant Board Resolution, signed by the Company Secretary/Director of such Company.
- This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 2063 (2006) may be suitably modified to refer to the law applicable to the entity submitting the board resolution. In cases where the board resolution is being issued by a Company incorporated outside Nepal, such board resolution must be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the board resolution is in compliance with the applicable laws of the respective jurisdictions of the Company passing the board resolution and the authorizations granted through the board resolution are true and valid. It is clarified that the legal opinion can be subject to customary assumptions, provided that such assumptions do not qualify the substantive aspect of the opinion.



Annex 4 : Format of Power of Attorney

(On a Letter Head of the Company)

Your Ref.

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 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 ____ 2022.

Thank you,

Dated:

Name of the Bidder:....

Signature of the Authorized person:.....

Name of the Authorized Person:....

Seal of the Company



Annex 5 : 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:.....

Seal of the Company



Annex 6 : List of Documents to be Submitted by the Bidder

Sl. No.	Particulars
1	Valid Survey License or Generation License issued by GoN as mentioned in RFP.
2	Company Registration Certificate.
3	PAN/VAT Certificate.
4	Company's Article of Association (Prabandha Patra)
5	Company's Article of Memorandum (Niyamawali)
6	Letter of Intent from Financial Institution or Bank (stating it will make a loan to the Company)
7	Availability of land for Project Development as mentioned in the RFP
8	Additional documents as required by the RFP



Annex 7: Format for Joint Bidding Agreement

(To be executed on stamp paper of appropriate value. Foreign entities submitting Bid are required to follow the applicable law in their country)

THIS JOINT BIDDING AGREEMENT is entered into on this [___] Day of [____] 2022.

AMONGST

1. [_____], with its registered office at [___] (referred to as **Member 1** which expression will, unless repugnant to the context include its successors and permitted assigns)

AND

2. [_____], with its registered office at [___] (referred to as **Member 2** which expression will, unless repugnant to the context include its successors and permitted assigns)

AND

3. [_____], with its registered office at [___] (referred to as the **Member 3** which expression will, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties namely Member 1 [and] [,] Member 2, [and Member 3] are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

WHEREAS

- (A) Nepal Electricity Authority (referred to as NEA which expression will, unless repugnant to the context or meaning thereof, include its successors and assigns) has invited bids (the Bid) by its Request for Proposal No. [___] dated [___] (the RFP) for selection of bidder(s) for development, operation and maintenance of XX MW capacity grid connected solar photovoltaic power projects in Nepal (Project).
- (B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the Bid Documents in respect of the Project.
- (C) Clause 6.1.1(e)(iv) of the RFP stipulates that the Bidders qualifying on the strength of a Consortium shall submit a legally enforceable Joint Bidding Agreement in a format specified in the RFP, whereby the Members of the Consortium undertake to be liable for their respective equity investment commitment for the formation of an SPV and undertake to submit the performance bank guarantees as required as per the provisions of the RFP and Project Agreements, as specified herein.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations



In this Agreement, the capitalized terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process.
- 2.2 The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for participating in the Bid Process, either directly or indirectly or through any of their Associates/Affiliates.
- 2.3 We, the Members of the Consortium and Parties to the Joint Bidding Agreement do hereby unequivocally agree that ______ (Insert name of the Lead Member), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of ______ (the names of all the other Members of the Consortium to be filled in here).
- 2.4 The Lead Member is hereby authorized by the Members of Consortium and Parties to the Joint Bidding Agreement to bind the Consortium and receive instructions for and on behalf of all Members of the Consortium.
- 2.5 The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Member of the Consortium further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Joint Bidding Agreement.

3. Incorporation of SPV

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it will incorporate a special purpose vehicle (**SPV**) under the Companies Act, 2063 (2006) for entering into the Project Agreements with the relevant counterparty(ies) and for performing all its obligations in terms of the Project Agreements for the Project.

4. Equity Contribution

The percentage of equity holding of each Member of the Consortium in the Project Company shall be / is as follows:

Name	Percentage of equity holding
Lead Member*	
Member 2	



Name	Percentage of equity holding
[Member 3]	
Total Equity	100%

(Note: The percentage equity holding/ for any Member of the Consortium in the SPV cannot be zero in the above table.)

In case of any breach of any of the equity holding as specified under clause 4 above by any of the Members of the Consortium, the Lead Member shall be liable for the consequences thereof.

5. Equity Lock-in

The Parties acknowledge that the Members of the Consortium shall subscribe and continue to hold not less than 51% (fifty one percent) of the total Capital and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the Project COD, provided that the Lead Member shall subscribe and hold not less than 26% (twenty six percent) of the total Capital and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the Project COD, unless permitted otherwise by NEA in writing.

Provided, however, at all times from the date of incorporation of the SPV until 1 (one) year from the Project COD, in case of any change in shareholding of the SPV up to 49% of the total Capital and voting rights of the SPV, the Parties and the new shareholder of the SPV shall, individually or collectively, continue to maintain the Financial Capacity, which shall not be less than the Financial Capacity required to be demonstrated under the RFP, for the number of Project awarded to the Selected Bidder.

6. General

- 6.1 Except as specified in the Joint Bidding Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
- 6.2 It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
- 6.3 This Consortium Agreement shall be construed and interpreted in accordance with the laws of Nepal and courts at Kathmandu alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
- 6.4 It is hereby agreed that the [Lead Member] shall furnish the Bid Security, as stipulated in the RFP, on behalf of the Consortium.



- 6.5 It is hereby agreed that in case of selection of the Consortium as the Selected Bidder, the Parties shall furnish the requisite Performance Security under the PPA in favor of the counterparty(ies), as stipulated in the Project PPA. The Lead Member shall be responsible for ensuring the submission of the requisite performance bank guarantees on behalf of all the Members of the Consortium.
- 6.6 It is further expressly agreed that the Joint Bidding Agreement shall be irrevocable and, for the Selected Bidder, shall remain valid over the term of the Project Agreements.
- 6.7 The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members of the Consortium respectively from time to time in response to the RFP for the purposes of the Bid.
- 6.8 It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Project as envisaged under the Bid Documents and Project Agreements.
- 6.9 It is hereby expressly agreed between the Parties to this Joint Bidding Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of NEA.
- 6.10 This Joint Bidding Agreement
 - (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
 - (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
 - (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of NEA:

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on	SIGNED, SEALED AND DELIVERED For
behalf of	and on behalf of
LEAD MEMBER by:	MEMBER 2 by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)



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(Address)	(Address)
SIGNED, SEALED AND DELIVERED For and on	In Presence of:
behalf of MEMBER 3 by:	1.
	2.
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

Note:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.



Annex 8: Format for Qualification

Annex 8 A

Details of Financial Capability

FORMAT OF CERTIFICATE FROM THE STATUTORY AUDITOR FOR NET WORTH AND COMPLIANCE WITH OTHER FINANCIAL QUALIFICATION CRITERIA

(On the letter head of the statutory auditor of the Bidder/each Member of Consortium)

Based on the books of accounts of [*insert name of the Bidder/Member*] (**Bidder/Member**) and other published information authenticated by it, this is to certify that:

(a) As on [*insert date*], the Bidder's/Member's Net Worth is NPR [•] (Nepalese Rupees in words).

The Net Worth of NPR $[\bullet]$ (Nepalese Rupees in words) (Nepalese Rupees $[\bullet]$ has been calculated in accordance with the Companies Act, 2063 (2006), which is in accordance with the terms set out in the Request for Proposal (**RFP**) issued by NEA on [**insert date**].

- (b) The Bidder/Member is not affected by and has not been affected by any of the following events, conditions or circumstances in the Financial Year immediately preceding the Bid Due Date:
 - i. undergoing any corporate debt restructuring or similar process under the laws of the country of its incorporation;
 - ii. having been categorized as a willful defaulter in accordance with the laws of the country of its incorporation;
 - iii. being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver; or
 - iv. having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended.

Name of the auditor: Seal of the auditor: Signature: Name: Membership Number: Designation: Date:



Annex 8 B

Details of Technical Capability

To Attention: Director, Power Trade Department Nepal Electricity Authority Durbar Marg, Kathmandu, Nepal

Dear Sir/Madam,

We submit our Bid for which we submit details to satisfy the Qualification Requirements - Technical Criteria

Item	Refer	Particulars of the Project
	Instruction	
(1)	(2)	(3)
Name of entity that undertook the Project	2	
Relationship with Bidder or Member of Consortium	3	
Details of equity held in the project at the time of Commissioning of the Project	8	
Title and nature of the project [Solar PV/Other Power Project]		
Role in the project		
Location	4	
Date of commissioning	5	
Capacity of project (in MW)	6	
Project Cost		
Entity for whom project was developed	7	
Whether credit is being taken for the experience of an Associate (Yes/No)		



- (1) Applicants/constituent Consortium Members are expected to provide information in respect of each project for which it claims experience in this format. A separate sheet should be filled for each project for which experience is being claimed.
- (2) Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member; and OM means Other Member.
- (3) "Relationship with Bidding Company or Technical Member" is to be filled in only in case technical capability of Parent Company and/ or Affiliate has been used for meeting Technical Criteria.
- (4) The location of the project should be indicated.
- (5) The date of commissioning of the project, upon completion, should be indicated. Commissioning Certificate shall be attached to support this same. This Certificate shall indicate the date and capacity of the project.
- (6) The capacity of the project for which experience is cited should be indicated. The capacity stated should be the existing capacity as on the date of the Application and should not include any forecasted or future committed capacity additions. The capacity should be expressed in MW.
- (7) Particulars such as name, address and contact details of Procurer/client that procured power from the project.
- (8) A certificate from the statutory auditor should be furnished stating the shareholding in the entity developing the project in the format set out at Annex 8C.

Note: In case the Bidder holds Survey License for development of Solar Project in Nepal, kindly provide the same as per the Qualification Requirements - Technical Criteria.

For and on behalf of

Signature :

(Authorised Representative and Signatory)

:

Name of the Person

Designation :



Annex 8 C

FORMAT OF CERTIFICATE FROM THE STATUTORY AUDITOR REGARDING EQUITY STAKE IN PROJECT

Based on its book of accounts and other published information authenticated by it, this is to certify					
based on its book of accounts and other published information autienticated by it, this is to certify					
that (name of the Bidder/Member/Associate) is/was an equity shareholder in					
(title of the project company) which developed the [Pls detail Type of project] project	ect				
of [Insert capacity] MW at [Insert location of project] for [Insert name of implementing					
agency/Procurer] and held/holds NPRs million (Nepalese Rupees					
million) of equity (which constitutes% of the total paid up and subscribed equity capital) of					
[Insert name of the project company] as on the commercial operations date of the project.					
Name of the audit firm:					
Seal of the audit firm: (Signature, name and designation of the authorised signatory)					
Date:					



Annex 9: Location and Estimated Capacity of Solar Power Projects

(To be printed on the letterhead of the Bidder/Lead Member)

Your Ref.: RFP No.:

S.N.	Description	Project 1	Project 2	Project 3	Project n
1	Proposed Capacity (MW)				
2	Area Identified for the project (Hectares)				
3	Location Details				
4	Location Coordinates				
5	Proposed Delivery point (NEA's Substation name, Voltage level and distance from proposed location) for the connection of project				
6	Project Commissioned time from the date of PPA signing (Months)				

Note

- 1. The required commissioning time is 18 months for the Project equal or less than 10 MW and 24 months for the Project greater than 10 MW. Bidders/Projects proposing the higher commission time than the requirement shall be rejected.
- 2. The proposed project size shall be of minimum 1 MW capacity for DCS (33/11 kV) Substation and 10 MW for Grid (220/132/33 kV) Substation.
- 3. In case of bidding for multiple projects, cumulative capacity shall not exceed 150 MW.
- 4. The delivery point shall be at 66 kV or above for Grid Substations and 33 kV for the Distribution Substations.
- 5. Non compliance of above shall cause the rejection of the bid.

Thank you,

Dated:

Name of the Bidder:....



Signature of the Authorized person:.....

Name of the Authorized Person:.....

Seal of the Company



Annex 10: Format for Bid Security

Bid Security

Bank Guarantee

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

Bid Security Bank Guarantee

[This is the format for the Bid Security 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)

BID SECURITY BANK GUARANTEE 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 Request for Proposal (**RFP/SOLAR/NEAPTD/2024-01**) ("the RFP").

Furthermore, we understand that, according to your conditions, bid must be supported by a Bid Security 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) If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Financial Bid.
- (b) If the successful Bidder fails to:
 - i. furnish a Performance Security in accordance with Clause 6.14, or
 - ii. Submit the Survey License issued from the competent Authority of Government of Nepal within 45 days from the date of issuance of LoI, or
 - iii. Negotiate and conclude a draft PPA with NEA within 60 days of issuance of LoI; or
 - iv. Sign the PPA with NEA within 15 days from the date of receiving of consent from the ERC on the PPA;



This guarantee will expire on *[insert the date which shall be minimum 28 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.]

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



Annex 11: Parameters and Technical Limits of Supply

The Developer shall adher	e to below parameters a	and technical limits fo	r the Project.
F F F F F F F F F F F F F F F F F F F	F F F F F F F F F F F F F F F F F F F		· · · · · · · · · · · · · · · · · · ·

1	Electrical characteristics Quality of Service	 Three phase alternating current Nominal declared frequency: 50.0 Hz Final Voltage at Delivery Point: as may be determined during Grid Connection Agreement 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 		
4	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 		
5	DC Current Injection	 DC current injection shall be either less than 0.5% of furated output at the interconnection point or ≤ (equal to c less than) 5mA. 		
		Flicker shall be maintained as	follows:	
	T1' 1	Inverter Current	IEC Standard	
6	Flicker	< 16A	61000-3-3	
		>16A	61000-3-11	



Annex 12: Format for Financial Bid (Letter of Financial Bid/Financial Bid Submission Letter)

Date:

Your Ref.

:

We hereby submit our offer, an Effective Tariff in NPRs, in accordance with RFP Document as per the table given below:

Name of The Project	Proposed Solar Project Capacity (MW)	Proposed NEA Sub-station Name	Effective Tariff in Nepalese Rupees per kWh (Unit) ¹		
Troject			(in figure)	(in words)	

Wherein PPMO's system may not facilitate submission of multiple tariffs for multiple projects, the effective tariff in NRs. Per kWh as per this schedule shall prevail.

If the Effective Tariff quoted in figure and in words differ, the Effective Tariff in words shall prevail.

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.

We hereby unconditionally and irrevocably agree and accept that the decision made by the NEA in respect of any matter concerning or arising out of the RFP and the selection of Selected Bidder thereof shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

For and on behalf of

(Name of the Bidder)

(Signature of Authorized Signatory)

(Name and designation of the Authorized Signatory)

Seal of the Company



Annex 13: Details of Substation location and allocated capacity

Note:

- 1. The maximum cumulative capacity (MW) of the Solar Project proposed by successful Bidder (s) shall not exceed 800 MW in total.
- 2. The proposed project size shall be of minimum 1 MW capacity for DCS (33/11 kV) Substation and 10 MW for Grid (220/132/33 kV) Substation.
- 3. In case of bidding for multiple projects, cumulative capacity shall not exceed 150 MW
- 4. The delivery point shall be at 66 kV or above for Grid Substations and 33 kV for the Distribution Substations.

Grid Div/Branch	District	S.No	Substation	Voltage Ratio kV	Maximum Capacity for Solar PV Project (MW)
Duhabi	Sunsari	1	Barju*	132/33	50.00
	Morang	2	Keraun *	132/33	30.00
	Sunsari	3	Kushaha	132/11	50.00
	Sunsari	4	Inaruwa	220/132/33	30.00
	Sankhusabha	5	Sitalpati *	220/132/33	10.00
	Sankhusabha	6	Tumlingtar	220/132/33	10.00
	Siraha	7	Lahan	132/33	20.00
	Rautahat	8	Chapur	132/33	15.00
	Dhanusha	9	Dhalkebar	400/220/132/33	50.00
	Sarlahi	10	Nawalpur	132/33	20.00
Dhalkebar	Sarlahi	11	Salimpur*	132/33	20.00
	Saptari	12	Rupani	132/33	20.00
	Siraha	13	Mirchiya	132/34	20.00
	Mahottari	14	Loharpatti*	132/33	20.00
	Dhanusha	15	Balganga*	132/33	20.00
	Bara	16	Parwanipur	132/33	30.00
	Bara	17	Simra	66/11	10.00
	Bara	18	Amlekhgunj	66/11	10.00
Hetauda	Bara	19	Pathlaiya	132/33	10.00
	Bara	20	Parsauni*	132/33	30.00
	Parsa	21	Pokhariya *	132/33	30.00
	Chitwan	22	Purbi chitwan	132/33	20.00

A. Grid Substations



	Parwat	23	Kushma	220/132/33	30.00
Dolthomo	Tanahau	24	Markichowk	132/33	20.00
Poknara	Baglung	25	Burtibang*	132/33	20.00
	Kaski	26	Lahachok	132/33	10.00
	Arghakhanchi	27	Sandhikharka	132/33	20.00
	Gulmi	28	Paudi Amarai*	132/33	20.00
	Nawalparasi (Ba.Su.Pa.)	29	Bardghat	132/11	20.00
	Nawalparasi (Ba.Su.Pu.)	30	Kawasoti	132/33	30.00
	Nawalparasi (Ba.Su.Pa.)	31	Gandak	132/33	30.00
	Nawalparasi (Ba.Su.Pa.)	32	Hakui*	132/33	30.00
Butwal	Nawalparasi (Ba.Su.Pu.)	33	Dumkibas*	132/33	20.00
Datwar	Kapilbastu	34	Chanauta	132/33	10.00
	Kapilbastu	35	Gorusinge	132/33	10.00
	Nawalparasi (Ba.Su.Pa.)	36	New Butwal	132/33	30.00
	Kapilbastu	37	Motipur	132/33	10.00
	Dang	38	Lamahi	132/33	30.00
	Rupandehi	39	Mainahiya	132/33	50.00
	Dang	40	Ghorahi	132/33	50.00
	Rolpa	41	Khungri*	132/33	50.00
	Nawalparasi (Ba.Su.Pa.)	42	Sunwal	132/33	50.00
	Nuwakot	43	Devighat	66/11	10.00
	Dhading	44	Malekhu	132/33	20.00
	Dolakha	45	Singati	132/33	10.00
Kathmandu	Ramechhap	46	Garjyang	132/33	10.00
	Ramechhap	47	New Khimti	220/132/33	10.00
	Rasuwa	48	Chilime HUB	220/132/33	20.00
	Sindhupalchok	49	Lamosanghu	132/33	10.00
	Banke	50	Kohalpur	132/33	10.00
	Banke	51	New Nepaljung*	132/33	30.00
Attariva	Bardiya	52	Bhurigaon	132/33	30.00
	Dailekh	53	Dailekh*	132/33	30.00
	Surkhet	54	Surkhet*	132/33	30.00
	Dang	55	Hapure	132/33	10.00



	Banke	56	Kusum	132/11	10.00
	Kailali	57	Attariya	132/33	20.00
	Kailali	58	Lamki	132/33	20.00
	Kailali	59	Pahalmanpur	132/33	20.00
	Kanchnpur	60	Mahendranagar	132/33	20.00
	Dadeldhura	61	Syaule	132/33	10.00
				Total	1395.00
* Are Under Construction Grid Substations					

B. Distribution Substations (33/11 kV)

Provincial Office	District	S.N.	Name	Maximum Capacity for Solar PV Project (MW)
	Jhapa	1	Dhulabari S/S	10.00
	Jhapa	2	Baniyani S/S	10.00
	Jhapa	3	Ghailadubba S/S	10.00
	Jhapa	4	Juropani S/S	10.00
	Morang	5	Rani S/S	10.00
	Morang	6	Rangeli S/S	10.00
Koshi	Morang	7	Biratchowk S/S	10.00
	Morang	8	Katahari S/S	10.00
	Morang	9	Letang S/S *	5.00
	Morang	10	Urlabari S/S	10.00
	Sunsari	11	Harinagara *	10.00
	Udayapur	12	Jaljale S/S	10.00
	Udayapur	13	Taraghari S/S	5.00
	Siraha	14	Bhardaha S/S	10.00
	Siraha	15	Rajbiraj S/S	10.00
	Siraha	16	Siraha*	10.00
	Siraha	17	Rupni S/S	10.00
	Siraha	18	Bode Barsain S/S	5.00
Madhes	Saptari	19	Bisanpur(Pansera) *	5.00
	Dhanusha	20	Mujeliya S/S	20.00
	Dhanusha	21	Birendrabazzar *	10.00
	Dhanusha	22	Yadukuwa S/S	5.00
	Dhanusha	23	Dhanushadham S/S	10.00
CASE DAR	Mahottari	24	Jaleshor	10.00



	Mahottari	25	Bardibas*	10.00
	Mahottari	26	Aurahi	10.00
	Sarlahi	27	Haripur	10.00
	Sarlahi	28	Dumariya *	10.00
	Sarlahi	29	Malangawa	10.00
	Sarlahi	30	Barahathwa	5.00
	Rautahat	31	Gaur S/S	10.00
	Rautahat	32	Manpur*	10.00
	Rautahat	33	Harsaha S/S	10.00
	Rautahat	34	Maulapur	5.00
	Bara	35	Kalaiya S/S	10.00
	Bara	36	Kolhabi *	10.00
	Bara	37	Simaraungadh S/S	10.00
	Bara	38	Nijgadh S/S	10.00
	Parsa	39	Pokhariya S/S	10.00
	Parsa	40	Seduwa S/S	5.00
	Parsa	41	Chapkiya S/S	5.00
	Sindhuli	42	Bhiman	5.00
	Sindhuli	43	Dudhauli	5.00
	Sindhuli	44	Kapilakot	5.00
Bagmati	Ramechhap	45	Rakathum	10.00
	Dhading	46	Naubise	5.00
	Chitwan	47	Parsa	10.00
	Chitwan	48	Madi	10.00
	Chitwan	49	Devnagar*	10.00
	Chitwan	50	Manahari	5.00
	Makawanpur	51	Markhu	10.00
	Lamjung	52	Udipur	5.00
Condolzi	Syangja	53	Badkhola	5.00
Gandaki	Nawalpur	54	Kawasoti	10.00
	Nawalpur	55	Mukundapur	10.00
	Rupandehi	56	Bhairahawa	20.00
	Rupandehi	57	Marcharwar*	10.00
	Rupandehi	58	Dhakdahi	10.00
Lumhini	Parasi	59	Hakui*	10.00
Lumonn	Parasi	60	Parasi	15.00
	Kapilbastu	61	Taulihawa	10.00
	Kapilbastu	62	Jeetpur	10.00
	Kapilbastu	63	Krishnanagar	10.00



	Kapilbastu	64	Maharajgunj	5.00	
	Kapilbastu	65	Labani	5.00	
	Palpa	66	Palpa	10.00	
	Dang	67	Ghorahi	15.00	
	Dang	68	Gadhawa*	5.00	
	Dang	69	Bhaluwang*	5.00	
	Dang	70	Tulsipur Old	10.00	
	Dang	71	Tulsipur new	5.00	
	Banke	72	Nepalgunj Old	10.00	
	Banke	73	khajura*	10.00	
	Banke	74	Nepalgunj New	15.00	
	Banke	75	Dhampur	5.00	
	Bardiya	76	Gulariya	10.00	
	Bardiya	77	Machhagad*	10.00	
	Bardiya	78	Rajapur	5.00	
	Rolpa	79	Thabang*	3.00	
	Bardiya	80	Mainapokhar	10.00	
	Kanchanpur	81	Mahendranagar	10.00	
	Kanchanpur	82	Punarbas*	5.00	
	Kanchanpur	83	Jhalari	10.00	
	Kanchanpur	84	Belauri	10.00	
Sudur	Kailali	85	Tikapur	5.00	
Pashchim	Kailali	86	Dhangadhi	15.00	
	Kailali	87	Hasauliya	5.00	
	Doti	88	Pipala	5.00	
	Bajura	89	Kolti*	3.00	
	Bajura	90	Martadi*	3.00	
	Rukum West	91	Musikot	3.00	
	Jajarkot	92	Kudu	3.00	
Karnali	Kalikot	93	Manma	3.00	
Province	Jumla	94	Khalanga*	3.00	
110,11100	Kalikot	95	Raskot*	3.00	
	Mugu	96	Gamgadi*	3.00	
	Dolpa	97	Dunai *	3.00	
			Total	805.00	
* Are Under Construction Distribution Substations					



Annex 14: Sample PPA Document





विद्युत खरीद-बिक्री सम्भौता (Power Purchase Agreement)

काठमाडौं

२०८....



..... लि.

बिषय – सुची

पेज

۹.	परिभाषा र व्याख्या	٩
२.	सम्भेगैताको अवधी	X
ર .	आयोजना संचालन हुनु अधिका कार्यहरु	Ę
۲.	आयोजनाको निर्माण एवं परीक्षण	Ę
X .	विद्युत खरीद बिकी	७
દ્ય.	सिन्कोनाइज गर्ने सम्बन्धी व्यवस्था	С
<u>ب</u>	Off Grid Mode मा संचालन गर्ने सम्बन्धी व्यवस्था	2
<u>ج</u> .	संचालन विधि	С
९ .	आयोजनाको संचालन, सम्भार सम्बन्धी अन्य कुराहरु	С
٩0 _.	विद्युत नदिएमा वा नलिएमा क्षतिपूर्ति तिर्नु पर्ने	90
99.	मिटरिङ व्यवस्था	99
१२.	विद्युत खरीद मूल्यदर	9२
ঀ३.	बिल र भुक्तानी	9२
٩४.	समन्वय समिति	93
٩لا.	काबु बाहिरको परिस्थिति	9३
૧૬.	कम्पनीले दायित्व पुरा नगरेको मानिने अवस्था	98
૧૭	प्राधिकरणले दायित्व पुरा नगरेको मानिने अवस्था	92
٩ح.	विघटन वा हक हस्तान्तरण सम्बन्धी व्यबस्था	92
٩ ९.	दायित्व पुरा नगरेको सूचना	92
२0 _.	कम्पनीले दायित्व पुरा नगरेको भनी प्राधिकरणले सूचना जारी गरे पछिको व्यवस्था	9६
૨૧.	प्राधिकरणले दायित्व पुरा नगरेको भनी कम्पनीले सूचना जारी गरे पछिको व्यवस्था	9६
૨૨.	दायित्व पुरा नगरेको सूचना पछिको व्यबस्था	99
રરૂ.	सम्भौता रद्द भएको सूचना जारी गरे पछिको व्यवस्था	99
૨૪.	सम्भौता रद्द हुने अन्य अवस्था	99
૨૪.	प्राधिकरणको उद्घोषण	99
રદ્દ.	कम्पनीको उद्घोषण	95
રહ	बीमा गर्नु पर्ने	95
२८.	बीमाको प्रमाण पत्र पेश गर्ने	95
२९ .	विवाद समाधान	99
₹0 <u>.</u>	आयोगद्वारा विवाद समाधान	99
₹ 9.	लागु हुने कानून	99
३२.	सम्भ्गौतामा संशोधन	99
३३.	बार्षिक प्रतिवेदन	99
₹૪.	सम्भौता हस्तान्तरण	99
३४.	असल नियतले काम गर्ने	२०
	ANTEL DI COL	



३६. प्रा	धिकरणले निरीक्षण गर्न सक्ने	२०
३७. गे	ोपनियता	૨૦
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अनुसूची १		२४
आयाजनाव	न मुख्य रुपरखा	•
अनुसूची २		२६
विद्युत शत्ति	क्त तथा उर्जा तालिक	
अनुसूची ३		२९
दफा १०.१	को लागि क्षतिपुर्ति रकम निर्धारण गर्ने सुत्र	
अनुसूची ४	3	ЗO
आयोजना	निर्माण तालिका	
अनुसूची ४		३२
आयोजना	स्थलको नक्सा	
अनुसूची -	६	३३
Connec	ction Agreement	



प्रस्तावना

कम्पनी ऐन २०६३ बमोजिम स्थापना भएको प्रा. लि. (यस पछि "कम्पनी" भनिएको) नेपाल विद्युत प्राधिकरणबाट मिति मा प्रकाशित प्रतिस्पर्धात्मक बोलपत्र [RFP/SOLAR/NEAPTD/2024-01] अन्तर्गत विद्युत खरीद बिक्री सम्भौताको लागि छनौट भएको, कम्पनीले प्रदेश,...... जिल्लाकोपालिका मा सौर्य उर्जाबाट किलोवाट क्षमताको आयोजना को / (निर्माण एवंम संचालनको) लागि विद्युत ऐन, २०४९ बमोजिम (विद्युत उत्पादनको अनुमति पत्र / सर्वेक्षण अनुमतिपत्र समेत (वि.वि.वि. वि.उ.) प्राप्त गरिसकेकोले उक्त आयोजनाबाट उत्पादन हुने विद्युत शक्ति नेपाल विद्युत प्राधिकरण ऐन २०४९ बमोजिम स्थापना भएको नेपाल विद्युत प्राधिकरण (यस पछि "प्राधिकरण" भनिएको) लाई प्राधिकरणको प्रसारण प्रणाली भएको ठाउँमा पुऱ्याई बिक्री गर्न मन्जुर गरेको, प्राधिकरणले पनि उक्त आयोजनाबाट उत्पादन हुने विद्युत शक्ति खरीद गरी लिन मन्जुर गरेको र दुबै पक्ष बीच मिति मा कनेक्सन एग्रिमेन्ट पनि सम्पन्न भइसकेकोले तल उल्लेखित शर्त बन्देजका अधिनमा रही विद्युत शक्ति खरीद-बिक्री गर्न दुवै पक्षको आपसी सहमति र समभदारी तथा विद्युत नियमन आयोगको मिति को सहमति अनुसार यो सम्भौतामा हस्ताक्षर गरी दुई/दुई प्रति लियौं दियौं ।

परिभाषा र व्याख्या

- 9.9 विषय वा प्रसंगले अर्को अर्थ नलागेमा यस सम्भौतामा
 - क) "आयोग" भन्नाले विद्युत नियमन आयोग ऐन, २०७४ बमोजिम गठित विद्युत नियमन आयोगलाई सम्भन् पर्दछ।
 - ख) "आयोजना" (Project) भन्नाले सौर्य उर्जाबाट किलोवाट क्षमताको विद्युत शक्ति उत्पादन गर्नको लागि अनुसूची १ (आयोजनाको मुख्य रुपरेखा) अनुसार निर्माण भई कम्पनीको स्वामित्वमा संचालन हुने आयोजना सम्भनु पर्दछ ।
 - ग) "विद्युत केन्द्र" (Power Station) भन्नाले विद्युत शक्ति उत्पादन गर्नको निमित्त आयोजना अन्तर्गत प्रदेश, जिल्लाको नगरपालिकामा निर्माण हुने आयोजना, को उत्पादन केन्द्र सम्भनु पर्दछ र यस शब्दले सो विद्युत केन्द्रमा जडित सोलार प्यानल, इनभर्टर, ट्रान्सफरमर तथा अन्य मेशिन उपकरणहरु समेतलाई जनाउँदछ।
 - घ) "डेलिभरी प्वाइण्ट" (Delivery Point) भन्नाले आयोजनाबाट उत्पादन हुने विद्युत शक्ति कम्पनीले प्राधिकरणलाई उपलब्ध गराउन र प्राधिकरणले सो विद्युत शक्ति लिनको लागि प्रयोग गरिने बिन्दुलाई जनाउँछ। यो विन्दु मिति मा सम्पन्न भएको कनेक्सन एग्रिमेन्टको EXHIBIT-2 & 3 (Attachments) र यस सम्भौताको अनुसूची ६ मा देखाइए अनुसार प्राधिकरणको सवस्टेशनको के.भी. बसबार सम्भन पर्दछ ।
 - ङ) "प्रसारण सुविधाहरु" (Interconnection Facilities) भन्नाले आयोजनाबाट उत्पादित विद्युत शक्ति प्राधिकरणलाई उपलब्ध गराउन विद्युत केन्द्र देखि प्राधिकरणको सबस्टेशनसम्म के.भी. प्रसारण लाईन र सो सबस्टेशन भित्र कम्पनीबाट निर्माण जडान हुने कनेक्सन एग्रिमेन्टको EXHIBIT-3 (Attachment) मा देखाइए अनुसारको विद्युत प्रसारण व्यवस्था तथा मिटरिङ्ग सुविधाहरु (CT PT तथा अन्य मिटरिङ्ग सम्बन्धी सामानहरु समेत) लाई सम्भन् पर्दछ ।

- "सम्भौता" (Agreement) भन्नाले यो सम्भौता, यस सम्भौतामा समावेश गरिएका **च**) अन्सचिहरु र सो को संशोधनहरु समेतलाई जनाउंदछ।
- "सेवासंग सम्बन्धित विवेकपूर्ण प्रचलनहरु" (Prudent Utility Practices) भन्नाले छ) नेपालको परिप्रेक्ष्यमा विद्युत सेवासंग सम्बन्धित संस्थाहरुद्धारा प्रयोग गरिने सामान्यतः अन्तराष्ट्रिय स्तरमा स्वीकार्य हुने र विद्युत सेवाका लागि अपनाइने डिजाइन, निर्माण, परीक्षण, संचालन तथा मर्मत तथा संभार सम्बन्धि प्रचलन, तरिका, प्रविधि एवं स्तर सम्भन् पर्दछ ।
- "व्यापारिक उत्पादन शुरु हुने मिति" (Commercial Operation Date) भन्नाले यस **ज**) संभौता र कनेक्सन एग्रिमेन्ट अनुसार आयोजना र प्रसारण सुविधाहरु निर्माण सम्पन्न भई कम्पनीले विद्युत केन्द्रमा जडित सवै उत्पादन ईकाइहरुबाट सफलतापूर्वक परीक्षण उत्पादन गरे पछि व्यापारिक प्रयोजनको लागि प्राधिकरणलाई विद्यत विक्री शरु गरेको भनी समन्वय समितिबाट तोकिएको मिति सम्भन् पर्दछ । यसरी तोकिने मिति आयोजनाबाट प्रथम पटक उत्पादन गरी प्राधिकरणलाई विद्यत उपलब्ध गराएको दिन देखि १५ दिनको सन्तोषजनक परीक्षण उत्पादन सम्पन्न हुनु भन्दा अगाडीको मिति हुने छैन । तर आयोजनाबाट १४ दिनसम्म सन्तोषजनक रुपमाँ परीक्षण उत्पादन सम्पन्न नभएको खण्डमा थप परीक्षण उत्पादन पछि समन्वय समितिले १४ दिनसम्म सन्तोषजनक रुपमा परीक्षण उत्पादन सम्पन्न भएको भनी निर्धारण गरी अन्य मिति तोक्न सक्नेछ ।
- "व्यापारिक उत्पादन शुरु गर्नु पर्ने मिति" (Required Commercial Operation Date) भत) भन्नाले कम्पनीले व्यापारीक प्रयोजनको लागि विद्युत शक्ति उत्पादन गरौ प्राधिकरणलाई विद्युत विकी गर्न तोकिएको मिति विक्रम सम्वत् गते (तदनुसार) वा दफा १४ अनुसारको काबू वाहिरको परिस्थिति उत्पन्न भएमा दुवै पक्षको सहमतिमा व्यापारिक उत्पादन शुरु गर्नु पर्ने भनी तोकिएको मिति सम्भन् पर्दछ ।
- "परीक्षण उत्पादन" (Test Generation) भन्नाले यो सम्भौता र कनेक्सन एग्रिमेण्टको **ञ**) प्रावधान अनुसार प्रसारण सविधाहरुको निर्माण, जडान तथा परिक्षण कार्य सन्तोषजनक रुपमा सम्पन्न भई आयोजनाको उत्पादन इकाईहरुबाट प्रथम पटक विद्युत शक्ति उपलब्ध गराएको दिन देखि व्यापारिक उत्पादन शुरु हुने मिति सम्म आयोजनाबाट तोकिएको गुणस्तरको विद्यत उत्पादन गरी डेलिभरी प्वाइण्टमा सन्तोषजनक रुपमा विद्यत शक्ति उपलब्ध गराउने कार्यलाई सम्भन् पर्दछ।
- "समन्वय समिति" (Co-ordinating Committee) भन्नाले यस सम्भौताको दफा १४ ट) बमोजिम गठन हुने समन्वय समिति सम्भन पर्दछ।
- "उत्पादन इकाई" (Generating Unit) भन्नाले विद्युत केन्द्रमा विद्युत शक्ति उत्पादन गर्न ठ) जडित सोलार प्यानल, इनभर्टरको सेट सम्भन् पर्दछ।
- "कन्ट्रयाक्ट इनर्जी" (Contract Energy) भन्नाले कम्पनीले आयोजनाबाट उत्पादन गरी ड) प्राधिकरणलाई डेलिभरी प्वाइण्टमा उपलब्ध गराउने भनी अनुसुचि २ अनुसार निर्धारण गरिएको सो अन्सूचिको Table-II को Column J मा उल्लेखित मासिक विद्युत उर्जा (kWh) को परिमाणलाई सम्भन पर्दछ ।
- "वित्तीय व्यवस्था समापन मिति" (Financial Closure Date) भन्नाले आयोजनाको **ढ**) Estimated Total Project Cost रकम मध्ये कम्तिमा २०% (बीस प्रतिशत) बराबरको इक्वीटी लगानी रकम (Equity Investment) को सम्बन्धमा गरिने शेयर धनीहरु बिचको सम्भौता वा कब्लियत (Shareholders Agreement) को मिति र बाँकी लगानी अर्थात



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ऋण रकम लगानी गर्ने संस्था/संस्थाहरु तथा कम्पनी बीच सम्पन्न भएको ऋण सम्भौता (Loan Agreement) को मिति मध्ये पछिल्लो मितिलाई सम्भन् पर्दछ ।

- ण) "परिवहन शुल्क" (Wheeling Charge) भन्नाले कम्पनीले उत्पादन गरेको विद्युत शक्ति प्राधिकरणको स्वामित्वमा रहेको प्रसारण तथा वितरण प्रणाली मार्फत तेश्रो पक्षलाई विक्री वितरण गर्दा सो प्रसारण तथा वितरण प्रणाली प्रयोग भएबापत कम्पनीले प्राधिकरणलाई बुभाउनु पर्ने आयोगबाट निर्धारित परिवहन शुल्क सम्भनु पर्दछ ।
- त) "आर्थिक वर्ष" (Fiscal Year) भन्नाले श्रावण १ गते देखि आषाढ मसान्त सम्मको बाह्र (१२) महिना सम्भन् पर्दछ ।
- थ) "महिना" (Month) भन्नाले विक्रम सम्वत् अनुसारको महिनाको पहिलो दिनको ९२:०० बजे बाट शुरु भई अर्को महिनाको पहिलो दिनको ९२:०० बजे सम्मको अवधि सम्भनु पर्दछ ।
- द) "संचालन विधि" (Operating Procedures) भन्नाले यस सम्भौताको आधारमा दफा द अनुसार तयार हुने डकुमेन्टलाई सम्भन पर्दछ ।
- ध) "खरीद दर" (Purchase Price) भन्नाले कम्पनीबाट प्राधिकरणलाई डेलिभरी प्वाइण्टमा व्यापारिक उत्पादन शुरु हुने मिति देखि उपलब्ध गराउने कन्ट्रयाक्ट इनर्जी बापत दफा १२.१ मा तोकिए अनुसारको प्रति किलोवाट घण्टा (kWh) को नेपाली रुपैयामा निर्धारण हुने मूल्यलाई सम्भनु पर्दछ ।
- न) "प्राविधिक सीमा" (Technical Limits) भन्नाले यस सम्भौताको अनुसूचि १ र Operating Procedures मा उल्लेख भए अनुसार हुनेछ ।
- प) "तेश्रो पक्ष" (Third Party) भन्नाले कम्पनी र प्राधिकरण बाहेक अन्य संस्था वा व्यक्ति सम्भन् पर्दछ ।
- फ) "पक्ष" (Party) भन्नाले प्रसङ्ग अनुसार प्राधिकरण वा कम्पनी वा दुवै लाई सम्भन् पर्दछ ।
- ब) "अतिरिक्त उर्जा" भन्नाले अनुसूची २ को Table I मा तोकिए सम्मको क्षमता भित्र रही Table II को Column J मा तोकिएको भन्दा बढी परिमाणमा उत्पादन भई डेलिभरी हुने उर्जालाई जनाउछ । तर अतिरिक्त उर्जा सहित डेलिभरी हुने उर्जाको परिमाण Availability Declaration र Dispatch Instruction अनुसारको परिमाण भन्दा बढी हुने छैन ।
- भ) "मिटरिङ्ग प्वाइन्ट" भन्नाले कनेक्सन एग्रिमेन्टको EXHIBIT-3 (Attachment) मा देखाईए अनुसार मेन तथा चेक मिटरहरु जडान हुने बिन्दुहरुलाई सम्भन पर्दछ ।
- म) "मौजुदा क्षमता" (Available Capacity) भन्नाले दफा ९.६ अनुसार निर्धारण हुने आयोजनाबाट उत्पादन र डेलिभरी हुन सक्ने विद्युत शक्तिलाई सम्भन् पर्दछ ।
- य) "काबू बाहिरको परिस्थिति" (Force Majeure Event) भन्नाले दफा १५ अनुसारको अवस्थालाई सम्भन् पर्दछ ।
- t) "Off Grid Mode मा संचालन" भन्नाले प्राधिकरणको केन्द्रिय विद्युत प्रणाली (ग्रिड) सँग आवद्ध नभएको अवस्थामा आयोजनाबाट विद्युत उत्पादन तथा प्रसारण गर्ने कार्यलाई सम्भनु पर्दछ ।
- ल) "Scheduled Outage" भन्नाले दफा ९.२ अनुसार लिइने Outage लाई सम्भन् पर्दछ ।
- a) "कार्यालय दिन" (Business Day) भन्नाले प्राधिकरणमा बिदा नहुने दिनहरुको कार्यालय समय सम्भनु पर्दछ ।
- "भौतिक निर्माण कार्य शुरु" (Construction Start) भन्नाले आयोजनाको सोलार प्यानल, (T9 इनर्भटर जस्ता मुख्य संरचनाहरुको लागि आवश्यक पर्ने जग्गा र क्याम्पिङ्ग साइटको व्यवस्था गरी यी मध्ये क्नै एक प्रमुख संरचनाको भौतिक निर्माण कार्य शुरु गर्ने कार्यलाई सम्भतनु पर्दछ ।
- "कनेक्सन एग्रिमेन्ट" भन्नाले प्राधिकरण र कम्पनी बीच मिति मा सम्पन्न <u>ष</u>) भएको कनेक्सन एग्रिमेण्ट/समभादारी पत्र (Memorandum of Understanding) र सो को संशोधन समेतलाई सम्भान पर्दछ।
- "जडित क्षमता" (Installed Capacity) भन्नाले अन्सूचि २ को Table-I मा उल्लेख भए स) अनुसारको जडित क्षमतालाई सम्भन् पर्दछ।
- "Availability Declaration" भन्नाले कम्पनीले व्यापारिक उत्पादन शुरु हने मिति देखिका **ह**) महिनाहरुको लागि आयोजनाबाट घण्टा घण्टामा उत्पादन गरी डेलिभरी प्वाइन्टमा उपलब्ध गराउन सक्ने बिद्युत उर्जा भनि तोकिएको ढाँचामा प्राधिकरणलाई दिने लिखित सुचनालाई सम्भन् पर्दछ ।
- "पिक आवर" भन्नाले बेलुकी ४ बजे देखि १० बजे सम्म वा प्राधिकरणद्वारा समय समयमा क्ष) तोकिने उच्च माग हने बढीमा दिनको ६ (छ) घण्टाको समयावधीलाई सम्भन् पर्दछ ।
- "नियमित मर्मत सुधार" भन्नाले सेवासंग सम्बन्धित विवेकपूर्ण प्रचलनहरु सम्मत हुने गरी **त्रा**) प्राधिकरणले घटिमा ७ कार्यालय दिनको पूर्व सूचना (लिखित) दिई गरिने मर्मत, सुधार वा विस्तार सम्बन्धी कार्यलाई सम्भन् पर्दछ।
- "Dispatch Instruction" भन्नाले दफा ९.४ मा व्यवस्था भए अनुसार प्राधिकरणको **ज्ञ**) तोकिएको निकायले आयोजनाको संचालनको सम्बन्धमा कम्पनीलाई समय समयमा दिने निर्देशनलाई सम्भतन् पर्दछ।
- "Forced Outage" भन्नाले निम्न मध्ये कुनै अवस्था परी उत्पन्न हुने Outage को कारणले **कक**) प्राधिकरणले आयोजनाबाट उत्पादित विद्युत डेलिभरी प्वाइण्टमा लिन नसकेको अवस्थालाई सम्भन् पर्दछ :
 - प्राधिकरणको बिद्युत प्रणालीमा यस आयोजना तथा कनेक्सन प्वाईन्टसम्मका प्रसारण लाईनमा जोडिने अन्य विद्युत केन्द्रहरु बाहेकको कारणले आइपरेको फल्टको कारणले हुने ट्रिपिङ्ग,
 - Scheduled Outage वा नियमित मर्मत स्धार अन्तर्गत नपरेका प्राधिकरणद्वारा गरिने अन्य मर्मत सुधारका कार्यहरु।

तर काब बाहिरको परिस्थिति परी सो को कारणले हुने Outage लाई Forced Outage मानिने छैन।

- कख) " आकस्मिक मर्मत संभार" भन्नाले विद्युत केन्द्रमा गडबडी आई संम्भाबित ठूलो दूर्घटनाबाट बच्न विद्युत केन्द्र तत्काल Shutdown गरी मर्मत संभार गर्न् पर्ने अवस्था सृजना भै कम्पनीद्वारा गर्नु पर्ने मर्मत संभारलाई सम्भन् पर्दछ ।
- कग) "कनेक्सन प्वाईण्ट" (Connection Point) भन्नाले आयोजनाबाट उत्पादन हुने विद्युत शक्ति कम्पनीले प्राधिकरणलाई उपलब्ध गराउन प्रयोग गरिने प्राधिकरणको सवस्टेशनको के.भी. बसबार रहने बिन्दलाई जनाउँछ । यो बिन्द कनेक्सन एग्रिमेन्टको EXHIBIT-3 (Attachment) र यस सम्भौताको अनुसूची ६ मां देखाइए अन्सार प्राधिकरणको सवस्टेशनको के.भी. बसबार सम्भन् पर्दछ ।



कघ) "Capacity Utilization Factor (CUF)" भन्नाले निम्नानुसारको Factor सम्भन् पर्छ। CUF =(Total kWh energy made available by solar plant at

delivery point in a year) / (Contract capacity in kW x 8760)

- कङ) PARTIAL COMMISSIONING भन्नाले कम्पनीले प्रस्तावित क्षमता जडान गर्न असमर्थ भएमा कम्तिमा PPA क्षमताको ४० % भन्दा बढी पुर्णाङ्क संख्या (Whole Number) बराबरको जडित क्षमतालाई बुभिनेछ ।
- 9.२ यस सम्भौतामा लेखिएका क्राहरुको व्याख्या गर्दा :
 - क) एक बचनले बहु बचन र बहु बचनले एक बचनलाई समेत जनाउनेछ।
 - ख) दफा भन्नाले सम्भौताको दफालाई जनाउनेछ।
 - ग) विक्रम सम्बत अनुसार उल्लेखित मिति र तद्नुसार कोष्ठ भित्र दिइएको अंग्रेजी मितिमा कुनै फरक परेमा विक्रम सम्बत् अन्सारको मिति नै मान्य हुनेछ ।
 - घ) सम्भौताको दफा र अनुसूची बांभिएँमा सम्भौताको दफा बमोजिम हुनेछ ।
 - ङ) अंक र तद्नुसार कोष्ठ भित्र दिइएको अक्षरमा फरक परेमा अक्षर मान्य हुनेछ ।
 - च) अनुसूची भन्नाले यस सम्भौताको अनुसूची र सोको संशोधन समेतलाई जनाउनेछ ।

٩.३) अनुसूची (Schedules) :

यस सम्भौतामा समावेश भएका निम्न अनुसूचिहरु यस सम्भौताका अभिन्न अंग हुनेछन् ।
अनुसूचि -१ (Schedule-1) : आयोजनाका मुख्य रुपरेखा (Salient Features of the Project)
अनुसूचि -२ (Schedule 2) : विद्युत शक्ति तथा उर्जा तालिका
अनुसूचि -३ (Schedule 3) : दफा १०.१ को लागि क्षतिपूर्ति निर्धारण गर्ने सूत्र
अनुसूची -४ (Schedule 4) : आयोजना निर्माण तालिका
अनुसूची -५ (Schedule 5) : आयोजना स्थलको नक्सा
अनुसूची -६ (Schedule 6) : Connection Agreement

9.४) कनेक्सन एग्रिमेन्ट यस सम्भौताको एक अभिन्न अंग हुनेछ तर यो सम्भौता र कनेक्सन एग्रिमेन्टका प्रावधानहरु आपसमा बाफिएमा बाफिएको हद सम्म यस सम्भौताको ब्यबस्थाहरु मान्य हुनेछ ।

२. सम्भौताको अवधी

- २.१ यो सम्भौता दुवै पक्षले हस्ताक्षर गरेको मिति देखि लागु हुनेछ र आयोजनाबाट व्यापारिक उत्पादन शुरु हुने मिति (Commercial Operation Date) ले २५ (पच्चीस) वर्ष वा विद्युत उत्पादन अनुमतिपत्र (Generation License) को अवधी मध्ये जुन घटी छ सो समयसम्म कायम रहनेछ ।
- २.२ सम्भौताको अवधि समाप्त भए पछि आयोजनामा जडित सोलार प्यानल तथा अन्य भौतिक संरचनाहरु सम्बन्धी व्यवस्था विद्युत उत्पादन अनुमतिपत्रमा उल्लेख भए बमोजिम हुनेछ । यदि आयोजनाका संरचनाहरु Dismantle गर्नु पर्ने भएमा प्रबर्धक आफैले Dismantle तथा सुरक्षित रुपमा Disposal गर्नु पर्नेछ । सो कार्यको लागि प्रवर्धकले प्राधिकरणसँग कुनै किसिमको क्षतिपूर्ति दाबी गर्न पाउने छैन ।



आयोजना संचालन हुन् अघिका कार्यहरु ₹.

- कम्पनीले देहायका कागजातहरु देहाय बमोजिमको समयावधि भित्र प्राधिकरणलाई उपलब्ध ३.१ गराउने छ :
 - आयोजनाबाट परीक्षण शुरु गर्ने समय तालिका र सो परीक्षणका विधिहरु (Test **क**) Procedures) परीक्षण शुरु गर्ने मिति भन्दा ३० (तीस) दिन अगावै;
 - विद्युत केन्द्रमा जडान हने प्रमुख उपकरणहरुको निर्माताले दिएको स्पेशिफिकेसन **ख**) (Specification) र त्यसको सुरक्षा व्यवस्था (Protective Scheme and Protective Relay Settings) सम्बन्धि कागजातहरु (Documents) विद्युत केन्द्र प्राधिकरणको विद्युत प्रणाली सँग सिंकोनाइज हुने दिन भन्दा ६० (साट्टि) दिन अगावै ।

तर उपरोक्त बिबरणहरु मध्ये कनेक्सन एग्रिमेन्ट अन्तर्गत परेका विवरणहरु पुनः पेश गर्न् आवश्यक हुने छैन ।

आयोजना र प्राधिकरणको नजिकको सव-स्टेशन/विद्युत गृह बीच भ्वाइस तथा डाटा ३.२ कम्युनिकेशनको लागि व्यापारिक उत्पादन शुरु हुने मिति अगावै आयोजनाको क्षमता, अवस्थिती (Project Location), डेलिभरी भोल्टेंज, प्राधिकरणको विद्युत प्रणाली संचालनको आवश्यकता र उपलब्ध प्रविधिहरुको आधारमा दुबै पक्षको आपसी सहमतिमा कम्पनीको खर्चमा भरपर्दी संचार प्रणाली स्थापित गरिनेछ । आयोजना तथा प्राधिकरण बिचको संचार प्रणाली भरपर्दो बनाउन एकले अर्को पक्षलाई सहयोग गर्नेछ।

आयोजनाको निर्माण एवं परीक्षण 8

- क) आयोजनाको डिजाइन, निर्माण, परीक्षण तथा कमिशनिङ गर्ने सम्पूर्ण जिम्मेवारी कम्पनीको हुनेछ । आयोजनाको परीक्षण तथा कमिशनिङ कार्य गरिंदा प्राधिकरणसंग समन्वय गरी प्राधिकरणको विद्युत उत्पादन, प्रसारण तथा वितरण कार्यमा सकेसम्म प्रतिकुल असर नपर्ने गरी गर्न् गराउन् पर्नेछ । आयोजनाको प्रमुख परीक्षण कार्यहरु (Load Throw Test, Antiislanding, DC Current Injection, Harmonics, Power Factor, Voltage Unbalance, Flicker and Off Grid Mode Operation Test, etc.) प्राधिकरणद्वारा खटाइने इञ्जिनियरहरुको रोहवरमा हुन् पर्नेछ । टेष्टिङ्ग तथा कमिशनिङ्ग विधि र समय तालिकाको सम्बन्धमा कम्पनीले प्राधिकरणलाई समय मै जानकारी गराउन् पर्नेछ ।
- ख) आयोजनाको परीक्षण तथा कमिशनिङ गर्ने कार्यमा आवश्यकता अनुसार प्राधिकरणले गर्न सक्ने सहयोग कम्पनीलाई गर्नेछ । यसरी सहयोग गर्दा प्राधिकरणको तर्फबाट खटिने कर्मचारीलाई भत्ता सविधाको व्यवस्था कम्पनीले गर्नेछ ।
- आयोजनाको प्रसारण स्विधाहरु, संरचनाहरु र आयोजनामा जडान हुने उपकरणहरु/ ग) प्रणालीहरुको निर्माण जडान गर्ने क्रममा प्राधिकरणको विद्युत प्रसारण तथा वितरण लाइनहरु बन्द गर्नु पर्ने भएमा सो बापत प्राधिकरणको नियमानुसार लाग्ने शटडाउन दस्तुर कम्पनीले प्राधिकरणलाई बुभाउन् पर्नेछ । यस्तो शटडाउन लिएको कारणले विद्युत खरीद-बिक्री सम्भौता भएका अन्य कम्पनीहरुलाई प्राधिकरणले कुनै हर्जाना वा क्षतिपूर्ति तिर्नु पर्ने अवस्था आइपरेमा वा शटडाउनको कारणले प्राधिकरणलाई आर्थिक नोक्सानि भएमा सोको सोधभर्ना समेत कम्पनीले प्राधिकरणलाई भुक्तानी गर्नेछ ।
- घ) कम्पनीले विद्युत केन्द्रबाट उत्पादन हुने विद्युत शक्ति निर्धारित डेलिभरी प्वाइण्टसम्म प्ऱ्याउनको लागि प्राधिकरणलाई मान्य हुने खालको निर्माण, व्यवस्था एवं परिक्षणको कार्य सम्पन्न गरी व्यापारिक उत्पादन शुरु गर्नु पर्ने मिति (Required Commercial Operation Date) सम्ममा व्यापारिक उत्पादन शुरु हुने मिति (Commercial Operation Date) पर्ने गरी GIELE! D



आयोजनाको निर्माण तथा परिक्षणको कार्य सम्पन्न गर्नु पर्नेछ । काबु बाहिरको परिस्थितिमा बाहेक कम्पनीबाट हुनु पर्ने उपरोक्त कार्यहरु समयमै सम्पन्न हुन नसकि व्यापारिक उत्पादन शुरु गर्नु पर्ने मिति (Required Commercial Operation Date) सम्ममा व्यापारिक उत्पादन शुरु हुने मिति (Commercial Operation Date) नपरेमा कम्पनीले प्राधिकरणलाई हर्जाना तिर्नु पर्नेछ । साथै प्राधिकरणले पनि कम्पनीबाट आपुर्ति हुने बिद्युत शक्ति लिनको लागि प्राधिकरणबाट हुनुपर्ने कार्यहरु सोहि समय भित्र पुरा गरी सक्नु पर्नेछ । समयमै आयोजनाको निर्माण एवं अन्य आवश्यक कार्य सम्पन्न गरी आयोजनाबाट व्यापारिक उत्पादन शुरु हुने भनी कम्पनीले सूचना दिई सकेपछि साइटको सयुक्त नापजाँचबाट उपकरणहरुको प्राविधिक सिमाभित्र रही गरिएका :

क) आयोजनाले सम्पन्न गरेको Dry Tests का नतिजाहरुको अध्ययन तथा प्रमाणीकरण

ख) काबू बाहिरको परिस्थितिमा बाहेक प्राधिकरणको कारणले आयोजनाबाट व्यापारिक उत्पादन शुरु गर्नु पर्ने मिति (Required Commercial Operation Date) सम्म ब्यापारिक उत्पादन शुरु हुन नसकेमा प्राधिकरणले कम्पनीलाई हर्जाना तिर्नु पर्नेछ ।

यसरी कम्पनीले प्राधिकरणलाई अथवा प्राधिकरणले कम्पनीलाई तिर्नु पर्ने हर्जाना निम्न सूत्र अनुसार हिसाव गरिनेछ :

हर्जाना रकम रु. = 0.0५ × कन्ट्रयाक्ट इनर्जीको आधारमा गणना गर्दा आउने व्यापारिक उत्पादन शुरु गर्नु पर्ने मिति र व्यापारिक उत्पादन शुरु हुने मिति बीचको दिन अन्तरको अवधीको उर्जा × व्यापारिक उत्पादन शुरु हुने मिति (COD) मा लागू हुने खरीद दर ।

प्राधिकरणले लिनु पर्ने यस्तो हर्जाना रकम बिद्युत खरीद बापत प्राधिकरणले कम्पनीलाई भुक्तानी गर्नु पर्ने रकमबाट कट्टा गरी लिन सकिने छ । तर यसरी कट्टा गर्दा प्राधिकरणले कम्पनीलाई महिना महिनाको बिद्युत खरीद बापत भुक्तानि गर्नु पर्ने रकमको पचास प्रतिसत भन्दा बढि नहुने गरी किस्ताबन्दिमा पहिलो बिल देखि यस्तो हर्जाना पुरा असुल नभएसम्म कट्टा गर्दै जानेछ । प्राधिकरणले हर्जाना तिर्नु पर्ने अवस्थामा पनि यथोचित किस्ताबन्दिमा भुक्तानी गरिने छ ।

तर माथि उल्लेखित हर्जाना सम्बन्धी व्यवस्थालाई व्यापारिक उत्पादन शुरु गर्नु पर्ने मिति (RCOD) को समग्र परिस्थितिको मूल्यांकन गरी न्यायोचित व्यवस्था गर्न सकिने छ ।

५. विद्युत खरीद बिक्री

- ¥.9 (क) काबु बाहिरको परिस्थितिमा बाहेक अन्य अवस्थामा प्राधिकरणले व्यापारिक उत्पादन शुरु हुने मितिदेखि प्रत्येक महिना आयोजनाबाट उत्पादन हुने Availability Declaration अनुसार कन्ट्रयाक्ट इनर्जी परिमाण सम्मको उर्जा खरीद गर्नु पर्नेछ ।
 - (ख) काबु बाहिरको परिस्थिति उत्पन्न भएमा खरीद गर्नु पर्ने उर्जाको हिसाव समान्पातिक आधार (Prorata Basis) मा निर्धारण गरिनेछ ।
 - (ग) कम्पनीले पनि आयोजनाबाट उत्पादित विद्युत शक्ति डेलिभरी प्वाइण्टसम्म पुऱ्याउने व्यवस्था मिलाउनु पर्नेछ ।
- ४.२ आयोजनाबाट उत्पादन हुने विद्युत शक्ति प्राधिकरणको पूर्व स्वीकृति विना अन्य निकायलाई बिक्री गर्न वा यस्तो अधिकार सुम्पिन पाइने छैन ।
- ४.३ आयोजनाको परीक्षण उत्पादनको क्रममा प्राधिकरणले प्राप्त गर्ने विद्युत उर्जा बापत प्राधिकरणले कम्पनीलाई कुनै रकम भुक्तानी गर्नुपर्ने छैन ।



सिन्कोनाइज गर्ने सम्बन्धी व्यवस्था દ્દ.

आयोजनाको उत्पादन इकाइहरु प्राधिकरणको विद्युत प्रणाली सँग सिंकोनाइज गर्ने सम्बन्धमा संचालन विधि (Operating Procedures) मा व्यवस्था भए अन्सार हनेछ।

Off Grid Mode मा संचालन गर्ने सम्बन्धी व्यवस्था 9

- प्राधिकरणले आफ्नो बिद्युत प्रणालीको आवश्यकता अन्सार आयोजनालाई Off Grid Mode **क**) मा संचालन गर्न प्राधिकरणले कम्पनीलाई आवश्यक निर्देशन दिन सक्ने छ । कम्पनीले यस्तो निर्देशनको पालना गरी आयोजना संचालन गर्नेछ ।
- दफा ७ (क) अनुसार Off Grid Mode मा संचालन गर्न दिएको निर्देशन अनुसार कम्पनीले **ख**) कार्य नगरेमा यसरी कार्य नभएको अवधिको लागि सो अवधिमा प्राधिकरणले लिन् पर्ने बिद्युत नलिए/लिन नसके वापत दफा १०.१ मा जे लेखिएको भए पनि प्राधिकरणले कम्पनीलाई क्षतिपूर्ति तिर्नु पर्ने छैन ।
- दफा ७ (क) अन्सार आयोजनालाई Off Grid Mode मा संचालन गराउनु पर्दा सो **ग**) सम्बन्धमा आयोजनाको सो बेलाको क्षमता र प्राविधिक सीमाको विचार गरी लोड मिलाउने र अन्य समन्वय गर्ने कार्य प्राधिकरणको हुनेछ ।
- दफा ७ (ग) अन्सार प्राधिकरणले उचित प्रकारले समन्वय नगरी दिएको कारणले आयोजना **घ**) Off Grid Mode मा संचालन हुन नसकेमा वा कम क्षमतामा संचालन भएमा यसरी संचालन हुन नसकेको वा कम क्षमतामा संचालन भएको अवधिको लागि दफा ७ (ख) को प्रावधान लागू हुने छैन ।

संचालन विधि ፍ.

- कम्पनीले विद्युत केन्द्रबाट परीक्षण उत्पादन शुरु गर्नु भन्दा ६० (साठ्ठी) दिन पहिले नै यो ج.٩ संभौता र कनेक्सन एग्रिमेण्टका प्रावधानहरुको आधारमा संचालन विधि (Operating Procedures) को मस्यौंदा तयार गरी प्राधिकरणमा पेश गर्न् पर्नेछ ।
- दफा ८.१ बमोजिम मस्यौदा प्राप्त भए पछि आयोजनाको डिजाईन, प्राधिकरणको विद्युत 5.2 प्रणाली र यो संभौताको प्रावधानहरुको आधारमा कम्पनीले पेश गरेको मस्यौदालाई आवश्यकता अनुसार परिमार्जन गरी व्यापारिक उत्पादन शुरु हुने मिति अगावै समन्वय समितिले संचालन विधि (Operating Procedures) को टुंगो लगाउनेछ ।
- आयोजनालाई प्राधिकरणको विद्युत प्रणालीसँग आवद्ध गरी सम्भौताको प्रावधान अनुसार <u>८</u>.३ आयोजना र प्रसारण सुविधाहरुको संचालन तथा मर्मत सम्भार गर्दा पालना गर्नु पर्ने विधिहरु (Procedures), Dispatch Instruction र मिटरिङ्ग तथा विलिङ्ग Procedures लगायत सम्भौता कार्यान्वयन सँग सम्बन्धित अन्य क्राहरु संचालन विधिमा उल्लेख हुनेछन् । तर यस संभौता संग बाभिनने गरी संचालन विधि (Operating Procedures) मा प्रावधानहरु रहेको अवस्थामा यस सम्भौताका प्रावधानहरु लागु हुनेछ ।

आयोजनाको संचालन, सम्भार सम्बन्धी अन्य कुराहरु ९.

कम्पनीले आयोजनाको सञ्चालन तथा मर्मत सम्भार गर्दा यस सम्भौता र यस संभौताको ९.१ प्रयोजनको लागि गरिने अन्य सहायक संभौता (कनेक्सन एग्रिमेण्ट, संचालन बिधि, बैठक माइन्युटहरु) को अधिनमा रही गर्नेछ ।



- कम्पनीले व्यापारिक उत्पादन शुरु हुने मिति भन्दा ४५ (पैंतालिस) दिन पहिले नै <u>९.२</u> (क) आयोजनाको सम्भार गर्ने र त्यसँको लागि विद्युत शक्तिको आपूर्ति बन्द हुने मिति र समय सहितको पहिलो आर्थिक बर्षको Outage तालिका प्राधिकरणलाई उपलब्ध गराउन् पर्नेछ । कम्पनीबाट पेश गरिएको वार्षिक Outage तालिका र प्राधिकरणको Outage तालिकाको आधारमा समन्वय समितिले आवश्यक छलफल गरी व्यापारिक उत्पादन शुरु हुने मिति अगावै पहिलो आर्थिक वर्षको लागि Scheduled Outage को दंगो लगाउनेछ । त्यस पछि प्रत्येक वर्ष जेष्ठ मसान्त भित्र आगामी १ (एक) आर्थिक वर्ष भित्र पर्ने वार्षिक Outage तालिका प्राधिकरणमा पेश गर्न पर्नेछ । कम्पनीबाट पेश गरिएको वार्षिक Outage तालिका र प्राधिकरणको Outage तालिकाको आधारमा समन्वय समितिले आवश्यक छलफल गरी द्बै पक्षको Outage सम्बन्धी वास्तविक आवश्यकतालाई विचार गरी आर्थिक वर्ष शुरु हुन् अगावै सो वर्षको Scheduled Outage को टंगो लगाउनेछ।
 - द्बै पक्षले Outage को अवधी सकेसम्म छोटो हुने गरी मर्मत सुधारको कार्य गर्ने (ख) गराउने छ । सामान्यतया विद्युत उत्पादनमा असर पर्ने खालका मर्मत सधारका कार्यहरु पिक आवरमा गरिने छैन ।
 - Scheduled Outage मा तोकिएको समय सीमा भन्दा नबढ्ने गरी तोकिएको कार्य **(ग**) सम्पन्न गर्न पर्नेछ । तर तोकिएको समय सीमा भन्दा कम समयमा कार्य सम्पन्न भएमा तोकिएको मर्मत सधारका कार्य सम्पन्न गर्न लागेको वास्तविक समयावधीलाई Scheduled Outage को समयावधीको रुपमा निर्धारण हनेछ ।
- कम्पनीले व्यापारीक उत्पादन (Commercial Operation) शुरु भएको मितिबाट ६ (छ) ९.३ महिना भित्र आयोजना सम्बन्धी यथार्थ नक्साहरु (As Built Drawings) प्राधिकरणलाई उपलब्ध गराउने छ ।
- आयोजनाबाट विद्युत शक्ति प्राधिकरणलाई प्राप्त हुन शुरु भएपछि Dispatch Instruction 9.8 जारी गरी उत्पादन (Generation) तल माथि गर्न, तोकिएको समय सम्म बन्द गर्न, Offgrid Mode मा संचालन गर्न वा संचालन सम्बन्धि अन्य निर्देशन दिने अधिकार प्राधिकरणलाई हनेछ । प्राधिकरणबाट Dispatch Instructions जारी गर्दा प्राधिकरणको बिद्युत प्रणालीको आवश्यकता, Availability Declaration, प्राविधिक सीमा लगायतलाई आधार बनाइनेछ।
- ९.५ क) कम्पनीले हरेक महिनाको लागि उपलब्ध हुने विद्युत उर्जा खुलाई तोकिएको ढाँचामा Availability Declaration भरी सो महिना शुरु हुन् कम्तिमा ३० (तीस) दिन अगावै प्राधिकरणको तोकिएको निकाय समक्ष पेश गर्नेछ । यसरी Availability Declaration गरीसकेपछि मौसमको पूर्व अनुमानको कारणले Declaration गरेको विद्युत उर्जामा थपघट हुने देखिएमा कन्ट्रयाक्ट महिना शुरु हुनु कम्तिमा ७ (सात) दिन अगावै संशोधित Availability Declaration पेश गर्न सक्नेछ । प्राधिकरणले पछिल्लो संशोधित Availability Declaration लाई मान्यता दिनेछ । यसरी Availability Declaration पेश नभएमा अन्सूची २ अन्सार Availability Declaration भएको मानिने छ ।
 - ख) Availability Declaration को आधारमा हुन आउने मासिक उर्जा कन्ट्याक्ट इनर्जी भन्दा बढी वा घटी हुन सक्नेछ । तर Scheduled Outage को कारणले बाहेक ८४ (पचासी) प्रतिशत भन्दा घटी हुने गरी Availability Declaration गर्न पाइने छैन । यसै गरी कुनै



पनि समयमा जडित क्षमता भन्दा बढी हुने गरी Availability Declaration गर्न पाइने छैन।

- ९.६ अनुसूची २ को Table I मा उल्लेख भए अनुसारको क्षमता भन्दा बढी नहुने गरी Availability Declaration मा उल्लेख हुने क्षमताको आधारमा मौजुदा क्षमता निर्धारण हुनेछ । तर Outage अवधिको मौजुदा क्षमता निर्धारण गर्नु पर्दा Delivery point मा जडान गरिएको मेन मिटर वा चेक मिटरको download डाटालाई आधार मानिने छ । Availability Declaration मा उल्लेख हुने क्षमता र download डाटाबाट निर्धारण हुने क्षमता मध्ये जुन घटी छ सो भन्दा बढी नहुने गरी निम्नानुसार मौजुदा क्षमता निर्धारण हुनेछ :
 - Outage शुरु हुनु ठीक अगाडी र लगतै पछिको Outage अवधीकै परिमाणको समयावधीको प्रत्येक घण्टा (Clock Hour) को सामान्य अवस्थाको विद्युत डेलिभरीको औषत,
- ९.७ महिना पुरा हुनु अगाडी नै सो महिनाको कन्ट्रयाक्ट इनर्जी वा Availability Declaration बराबरको उर्जा आयोजनाबाट उत्पादन भई प्राधिकरणलाई आपुर्ति भएको अवस्थामा पनि सो महिनाका बांकि दिनहरुमा मौजुदा क्षमता अनुसार कम्पनीले विद्युत उत्पादन गरी प्राधिकरणलाई डेलिभरी गर्ने कार्य जारी राख्नु पर्नेछ।
- ९.८ आकस्मिक मर्मत सम्भार गर्नु पर्दा प्राधिकरणले आकस्मिक मर्मत संभारको अवस्था सृजना भएको/नभएको संम्बन्धमा छानबिन गरी आवश्यक निर्णय लिनेछ । यस्तो अवस्था सृजना भएको २४ घण्टाभित्र कम्पनीले प्राधिकरणलाई जानकारी गराउनु पर्ने छ । साथै उक्त मर्मत कार्य सम्पन्न भए पश्चात सो को जानकारी प्राधिकरणलाई गराई प्राधिकरणको Dispatcher संग समन्वय गरेर मात्र विद्युत केन्द्र पुन: संचालनमा ल्याउनु पर्नेछ ।

१०. विद्युत नदिएमा वा नलिएमा क्षतिपूर्ति तिर्नु पर्ने

- 90.9 प्राधिकरणले प्रत्येक महिना आयोजनाबाट कन्ट्रयाक्ट इनर्जीको परिमाण सम्मको Availability Declaration अनुसारको इनर्जी खरीद गरी लिनेछ । यस अनुसार प्राधिकरणले लिनु पर्ने उर्जा Forced Outage को कारणले लिन नसकेमा वा Dispatch Instruction को कारणले नलिएमा अनुसूचि ३ को प्रावधान अनुसार प्राधिकरणले कम्पनीलाई क्षतिपूर्ति तिर्नु पर्नेछ ।
- 90.२ आयोजनाको जडित क्षमताको आधारमा प्रत्येक आर्थिक वर्ष डेलिभरी प्वाईन्टमा आयोजनाले न्यूनतम १४% CUF (Capacity Utilization Factor) कायम गर्नु पर्नेछ । यदि आयोजनाले कुनै आर्थिक वर्षमा १४% CUF अनुसारको सौर्य उर्जा कम्पनीले डेलिभरी प्वाईन्टमा आपूर्ति गर्न नसकेमा वा नगरेमा निम्न सूत्र अनुसार कम्पनीले प्राधिकरणलाई क्षतिपूर्ति स्वरुप रकम भुक्तानी गर्नु पर्नेछ : क्षतिपूर्ति रकम,रु.
 - = [(0.9½ × जडित क्षमता × ८७६०) सो आर्थिक वर्षमा कम्पनीले डेलिभरी प्वाईन्टमा उपलब्ध गराएको उर्जा – सोही अवधीमा प्राधिकरणको कारणले वा Scheduled Outage वा आकस्मिक मर्मत संभार वा काबु बाहिरको परिस्थितिको कारणले आयोजनाबाट उपलब्ध हुन नसकेको उर्जा] × प्रति किलोवाट घण्टा विद्युत उर्जा खरीद दर × ০.७५

यस्तो क्षतिपूर्ति रकम प्राधिकरणले बिलको भुक्तानी दिँदा कट्टा गर्न सक्नेछ ।



१०.३ यस दफा १० मा उल्लेख भए अनुसार प्राधिकरणले कम्पनीलाई वा कम्पनीले प्राधिकरणलाई क्षतिपूर्ति तिर्ने व्यवस्था आयोजनाबाट व्यापारिक उत्पादन शुरु हुने मिति देखि लागू हुनेछ ।

११. मिटरिङ व्यवस्था

- 99.9(क) कम्पनीले प्राधिकरणलाई उपलब्ध गराएको विद्युत उर्जा मापनको निमित्त प्राधिकरणको मापदण्ड अनुसार Main Meter सेट (सि.टि.पि.टि.हरु सहित) कम्पनीको खर्चमा विद्युत केन्द्र पहिलो पटक सिन्कोनाइज हुने मिति अगावै मिटरिङ्ग प्वाइन्टमा जडान गरिनेछ । मेन मिटर संगै सोही स्पेशिफिकेसन र निर्माताको चेक मिटर जडान गरिने छ । चेक मिटरको खरीद तथा जडान खर्च कम्पनीबाट ब्यहोरिने छ ।
- (ख) मेन तथा चेक दुवै मिटरहरु र सि.टि.पि.टि. हरु जडान हुनु अगाडी दुवै पक्षलाई मान्य हुने सुविधा सम्पन्न स्वदेशी अथवा विदेशी मिटर टेष्टिङ्ग प्रयोगशालाबाट तोकिएको गुणस्तर अनुसार भएको प्रमाणित हुनु पर्नेछ । यसरी गरिने टेष्टिङ्ग कार्यमा प्राधिकरणका संबन्धित विभागका ईन्जिनियरले अनिवार्य रुपले Witness गर्नु पर्नेछ । यसरी परिक्षण अवलोकन गर्ने कार्यको आवश्यक खर्च र सो मा खटिने कर्मचारीहरुको भत्ताको ब्यबस्था कम्पनीबाट गरिनेछ ।
 - (ग) मिटरहरु तथा सि.टी.पी.टी.हरुको स्पेशिफिकेसन प्राधिकरणले तोके अनुसार हुनेछ ।
- 99.२ प्रत्येक महिनाको पहिलो दिन दिनको 9२:०० बजे दुबै पक्षको रोहबरमा मेन तथा चेक मिटरको मिटर रिडिंग गरी तोकिएको ढाँचामा मिटर रिडिंग विवरण तयार गरिनेछ र सोही आधारमा उक्त महिनाको विद्युत उर्जाको बिक्रीको परिमाण निर्धारण गरिनेछ । तर यसरी बिक्रीको परिमाण निर्धारण गर्दा अतिरिक्त उर्जा खरीद गर्नको लागि प्राधिकरणले आदेश (Dispatch Instruction) जारी नगरेको अवस्थामा अनुसूची २ मा उल्लेख भए अनुसारको क्षमता भन्दा बढी क्षमतामा उत्पादन भएको उर्जा कट्टा गरी हिसाब गरिनेछ ।
- 99.३ कुनै पनि महिना मेन र चेक मिटरले देखाउने उर्जामा ०.२ प्रतिशत भन्दा बढी ०.५ प्रतिशत सम्म भिन्नता देखिएमा दुवै मिटरको औसतको आधारमा बिलिङ्ग हुनेछ र यथाशिघ्र प्राधिकरणको मिटर टेष्टिंङ ल्याव अथवा दुवै पक्षलाई मान्य स्वदेशी अथवा विदेशी प्रयोगशालाले निर्धारण गरे बमोजिम सो महिनाको बिलिंग समायोजन हुनेछ । तर ०.२ प्रतिशत सम्मको फरक हुँदाको अवस्थामा मेन मिटरले देखाउने विद्युत उर्जाको आधारमा बिलिंग हुनेछ । कथंकदाचित दुवै मिटरले देखाउने उर्जामा ०.५ प्रतिशत भन्दा वढि भिन्नता भएमा वा दुवै मिटर एकै समयमा खराब भएमा Operating Procedures मा व्यवस्था भए अनुसार बिलिंग हुनेछ । तर खराव भएको मिटर कम्पनीले २ महिनाभित्र प्रतिस्थापन गर्नु पर्नेछ ।
- 99.४ प्राधिकरणले वा कम्पनीले चाहेको बखत जडित मेन तथा चेक मिटरिंग उपकरणहरु टेष्ट गरी आबश्यकता अनुसार Calibration गर्न सकिनेछ । यसरी टेस्टिंङ तथा Calibration गर्दा लाग्ने खर्च मेन मिटर र इन्स्टुमेन्ट ट्रान्सफरमरहरुको हकमा कम्पनीले र चेक मिटरको हकमा प्राधिकरणले व्यहोर्ने छ । कुनै एक मिटर बिग्रंदा वा भिकिंदा दोस्रो मिटर (मेन अथवा चेक) ले देखाएको विद्युत उर्जाको आधारमा प्राधिकरणले कम्पनीलाई भुक्तानी गर्नेछ ।
- १९.५ मेन तथा चेक मिटरहरुमा लगाउने सिल तथा मिटरिंग सम्बन्धि अन्य व्यवस्थाहरु संचालन विधि (Operating Procedures) मा उल्लेख भए अनुसार हुनेछ ।



- 99.६ माथि उल्लेख भए अनुसार निर्धारण हुने विद्युत उर्जाको परिमाणबाट कनेक्सन एग्रिमेण्टमा व्यवस्था भए अनुसार लाइन लस कट्टा गरी बांकी हुन आउने उर्जालाई मात्र कम्पनीबाट प्राधिकरणलाई बिक्री भएको बिद्युत उर्जा मानिने छ र सोहि अनुसार कम्पनीले प्राधिकरणलाई बील गर्नेछ ।
- 99.७ (क) कनेक्सन प्वाइन्ट बाहेक अन्य प्वाइन्टबाट दफा ३८.४ अनुसार प्राधिकरणले आयोजनाबाट उत्पादन भएको विद्युत लिने भएमा यसरी विद्युत लिने प्वाइन्टमा प्राधिकरणको खर्चमा उपयुक्त गुणस्तरको मेन मिटर राख्न आवश्यक हुनेछ र सोही ठाउँमै कम्पनीले चाहेमा मेन मिटरकै स्पेसिफिकेशन र निर्माता अनुसारको चेक मिटर राख्न सकिने छ । यस सम्बन्धी अन्य व्यवस्था संचालन विधिमा उल्लेख भए अनुसार हुनेछ ।
 - (ख) दफा १९.७ (क) अनुसार प्राधिकरणले अन्य प्वाइन्टबाट बिद्युत लिने अवस्थामा सो बापतको Line Loss को छुट्टै हिसाब गरिने छ।

१२. विद्युत खरीद मूल्यदर

- १२.१ प्राधिकरणले व्यापारिक उत्पादन शुरु हुने मितिदेखि हरेक महिना कम्पनीले आयोजनाबाट उत्पादन गरी उपलब्ध गराएको कन्ट्रयाक्ट इनर्जीको परिमाण सम्मको उर्जा खरीद वापत प्रतिस्पर्धात्मक बोलपत्र मार्फत निर्धारण भएको दर रेट प्रति कि.वा घण्टा रु) विद्युत खरीद दरले हुन आउने रकम कम्पनी वा दफा ३४ अनुसारको अगुवा बैंक वा वित्तीय संस्थालाई बुफाउने छ ।
- १२.२ प्राधिकरणले Dispatch Instruction जारी गरी अतिरिक्त उर्जा (Excess Energy) खरीद गरेमा सोको हकमा दफा १२.१ अनुसारको खरीद दरको ५०% (पचास प्रतिशत) दरमा कम्पनीले बिलिङ्ग गर्ने र प्राधिकरणले भुक्तानी गर्नेछ ।
- १२.३ मासिक बिलिंग गर्दा कम्पनीले प्राधिकरणबाट विद्युत उर्जा लिएको देखिएमा विद्युत उर्जा लिने भोल्टेज लेभलको व्यापारिक वर्गका ग्राह्रकहरुलाई लागू हुने प्राधिकरणको प्रचलित Normal Hour को विद्युत महशुल दरले उर्जा शुल्क मात्रको हिसाव गरी आउने रकम मात्र कम्पनीले प्राधिकरणलाई भुक्तानी गर्नेछ, वा सो रकम मासिक विलिंगमा समायोजन गरिनेछ।
- १२.४ व्यापारिक उत्पादन शुरु गर्नु पर्ने मिति अगावै आयोजनाको निर्माण तथा परीक्षण कार्य सम्पन्न भएमा प्राधिकरणले आफ्नो Existing ग्रीड प्रणालीमा प्रबाह हुन सक्ने सम्मको विद्युत उर्जा आवश्यकता अनुसार Dispatch Instruction जारी गरी आयोजनाबाट लिन सक्नेछ । यसरी विद्युत लिए बापत दफा १२.१ र १२.२ मा तोकिएको मूल्यमा प्राधिकरणले कम्पनीलाई भुक्तानी गर्नेछ । तर सो अवस्थामा उर्जा नलिए वा नदिए बापत कम्पनीले प्राधिकरणलाई वा प्राधिकरणले कम्पनीलाई कुनै क्षतिपूर्ति तिर्नु पर्ने छैन ।

१३. बिल र भुक्तानी

नेपाल विद्युत प्राधिकरण

9३.9 कम्पनीले प्रत्येक महिनामा अघिल्लो महिनामा उपलब्ध गराएको दफा ११ बमोजिमको विद्युत उर्जा र त्यस वापतको विद्युत महसुल समेत उल्लेख भएको बिल तोकिएको ढाँचामा प्राधिकरण समक्ष पेश गर्नेछ । प्राधिकरणले बिल प्राप्त भएको ४५ (पैंतालिस) दिन भित्र सो बिलको भुक्तानी गर्नु पर्नेछ । उक्त समय भित्र प्राधिकरणले बिल बमोजिमको महसुल भुक्तान नगरेमा सो रकमको वार्षिक ६% (छ प्रतिशत) का दरले हुने ब्याज रकम समेत भुक्तान गर्नु पर्नेछ । कम्पनीले पठाएको बिलमा कुनै विवाद उत्पन्न भएमा वा बिलमा उल्लेखित रकम



प्राधिकरणलाई मान्य नभएमा प्राधिकरणले त्यसरी मान्य नभएको रकमका सम्बन्धमा कारण सहित सूचना दिई विवादित रकम कटाई बांकी रकम भुक्तानी दिनेछ । प्राधिकरणले त्यसरी मान्य नभएको विवादित रकमका सम्बन्धमा कम्पनीले बिल पेश गरेको मितिले बढीमा ९० (नब्बे) दिन भित्र दुबै पक्ष बसी आपसी सहमतिबाट विवादको समाधान गरिनेछ । विवाद समाधान भएपछि प्राधिकरणले कट्टा गरेको रकम मध्ये तिर्नु पर्ने ठहर भएको रकम मात्र विवाद समाधान भएको मितिले ७ (सात) कार्यालय दिन भित्र प्राधिकरणले भुक्तानी दिनेछ । यसरी ७ (सात) कार्यालय दिन भित्र सो रकम भुक्तानी नभएमा यस दफामा उल्लेख भए अनुसारको दरमा ब्याज रकम समेत भुक्तानी गर्नेछ । बील पेश गरेको मितिले सात दिन भित्र भुक्तानी पाउन कम्पनीले अनुरोध गरेको अवस्थामा प्राधिकरणले भुक्तानी योग्य बील रकमको तीन प्रतिशत छुट (Rebate) कट्टा गरी सात दिन भित्र भुक्तानी गर्न सक्नेछ । यस विद्युत खरिद संभौता वमोजिम भुक्तानी गर्नु पर्ने रकममा प्रचलित कानून वमोजिम प्राधिकरणले कर कट्टी गर्नु पर्ने भए, सो रकम कट्टी गरेर मात्र भुक्तानी दिईने छ ।

१३.२ आयोजनाले उत्पादन गरेको विद्युतको प्रत्येक आर्थिक वर्ष सकिएको १५ दिन भित्रमा Reconcile गरी डेलिभरी प्वाईन्टमा न्यूनतम १४% CUF कायम गरेको वा नगरेको जाँच गरिनेछ । यदि आयोजनाले १४% CUF भन्दा कम उर्जा डेलिभरी प्वाईन्टमा उपलब्ध गरेको खण्डमा आयोजनाले ने.वि.प्रालाई दफा १०.२ अनुसार क्षतिपूर्ति तिर्नु पर्नेछ ।

१४. समन्वय समिति

आयोजनाबाट उत्पादन हुने विद्युत खरीद गर्ने सम्बन्धमा यस सम्भौता बमोजिम हुनु पर्ने कार्यहरुको समन्वय गर्न दुबै पक्षका दुई/दुई जना (आ-आफ्नो पक्षबाट नियुक्त वा मनोनयन गरेका व्यक्ति) प्रतिनिधिहरु रहेको एउटा समन्वय समिति गठन गरिनेछ । यस्तो समन्वय समितिको अध्यक्ष

एक/एक आर्थिक वर्षको पालो गरी (तर पहिलो र दोश्रो आ.ब.को अध्यक्ष कम्पनीको हुने) समन्वय समिति आफैले समन्वय समिति सदस्यहरु मध्येबाट चयन गर्नेछ । अध्यक्षले आवश्यकता अनुसार ३ (तीन) महिनामा कम्तिमा एक पटक बोलाए बमोजिम समन्वय समितिको बैठक बस्नेछ । यस सम्फौता अनुसार आयोजनाबाट उत्पादन हुने विद्युत खरीद गर्ने सम्बन्धमा आइपर्ने समस्याहरु, आयोजना परीक्षण गर्ने सम्बन्धी व्यवस्था, मेन तथा चेक मिटर र सो संग सम्बन्धित इन्स्ट्रुमेन्ट ट्रान्सफरमर (सि.टि.पि.टि.)हरु टेष्ट गर्ने, क्यालिब्रेसन गर्ने सम्बन्धि कार्य, सञ्चालन विधि (Operating Procedures) को आवश्यक सुधार, सम्भार कार्यको समन्वय, सुरक्षा सम्बन्धी योजना तथा प्रविधिको पूनरावलोकन, ब्यापारिक उत्पादन शुरु मिति तोक्ने, आकस्मिक मर्मत संभार, काबू बाहिरको परिस्थितिबाट उत्पन्न भएको समस्याको सम्बन्धमा चालिने कदमहरु इत्यादि सर्बसम्मतिको आधारमा यो समन्वय समितिले समाधान गर्नेछ । यसरी समस्याको समाधान हुन नसकेमा दफा २९ अनुसार समस्याको समाधान गरिनेछ । समन्वय समितिको बैठक सम्बन्धी अन्य व्यवस्था समन्वय समिति आफैले तय गर्नेछ ।

१५. काबु बाहिरको परिस्थिति

- 9¥.9 यस सम्भौताको प्रयोजनको लागि काबु बाहिरको परिस्थिति भन्नाले यस सम्भौताको कार्यान्वयन गर्न देहायको कुराहरु मध्ये सबै वा कुनै घटना घटी कुनै पक्षले आफुले पूरा गर्नु पर्ने काम वा दायित्व पूरा गर्न सम्भव नभएको वस्तुनिष्ट रुपमा प्रमाणित हुने परिस्थिति सम्भनु पर्नेछ :-
 - (क) दैवी प्रकोप एवं प्राकृतिक विपत्ती (भूकम्प, आगलागी, ज्वालामुखी विष्फोटन, पहिरो, बाढी आँधीवेहरी, चट्याङ्ग वा अन्य यस्तै कारणले भएको दुर्घटना,
 - (ख) Radioactive Contamination भएमा,

- (ग) कुनै महामारी रोग फैलिएमा,
- (घ) लडाई, आन्तरिक विद्रोह, हड्ताल, बन्द वा नाकाबन्दी र यस्तै कारणबाट उत्पन्न विध्वंसात्मक कार्य,

तर यसले कम्पनी, सो संग सम्बन्धित पक्ष वा प्राधिकरणमा हुने बन्द र हड्ताललाई जनाउने छैन ।

- (ङ) खण्ड (क) देखि (घ) बमोजिमका कारणले श्रमिक, मालसामानहरु वा सेवा उपलब्ध हन नसकी आयोजना निर्माण, परिक्षण वा कमिशनिङ्ग र संचालन गर्न नसकेमा ।
- 9४.२ दफा १४.१ अनुसारको अवस्था उत्पन्न भई काबु बाहिरको परिस्थिति उत्पन्न भएको कुरा दावी गर्नेले अर्को पक्षलाई त्यस्तो परिस्थिति उत्पन्न भएको ७ (सात) कार्यालय दिन भित्र विवरण सहित सूचना गरी सक्नु पर्नेछ । यसरी तोकिएको समय भित्र बिबरण सहितको सूचना नदिएमा काबु बाहिरको परिस्थिती परेको मानिने छैन । त्यस्तै गरी काबु बाहिरको परिस्थिति अन्त्य भए पछि यसरी अन्त्य भएको सूचना समेत अनावश्यक रुपमा ढिलाई नगरी काबू बाहिरको परिस्थिति उत्पन्न भएको कुरा दावी गर्नेले अर्को पक्षलाई दिनु पर्नेछ । काबु बाहिरको परिस्थिति उत्पन्न भएको सूचना दिएको समयमा त्यस्तो अवस्थाको अन्त भइ सकेको भएमा काबु बाहिरको परिस्थिति उत्पन्न भएको सूचना दिएको अवधी खुलाई एकै पटक सूचना दिनु पर्नेछ ।
- १५.३ दफा १५.२ अनुसार काबू बाहिरको परिस्थिति उत्पन्न भएको सूचना प्राप्त गर्ने पक्षले सो सूचनामा उल्लेख भएको व्यहोरा यस सम्भौताको प्रावधान सम्मत नभएको लागेमा यसरी सूचना प्राप्त भएको मितिले ६० (साहि) कार्यालय दिन भित्र सूचना दिने पक्षलाई लिखित रुपमा जानकारी गराउनु पर्ने छ । यसरी तोकिएको समयभित्र जानकारी दिने काम नभएमा सूचनामा उल्लेख भए अनुसार काबू बाहिरको परिस्थिति सूचना प्राप्त गर्ने पक्षलाई मान्य भएको मानिने छ ।
- १४.४ दफा १४.३ अनुसार काबू बाहिरको परिस्थितिका सम्बन्धमा विवाद उत्पन्न भएमा दफा २९ को विवाद समाधानको प्रक्रिया अपनाई विवाद समाधान गरिनेछ ।
- १५.५ काबू बाहिरको परिस्थिति उत्पन्न भएको अबस्थामा त्यसको असरलाई कम गर्न र त्यसबाट हुने क्षतिलाई न्युन गर्न वा वैकल्पिक व्यवस्था गर्न दुबै पक्षले एक अर्कालाई सहयोग गर्नु पर्नेछ ।
- 9४.६ दफा 9४.9 मा उल्लेख भए बमोजिमको कुनै कारण परी काबू बाहिरको परिस्थिति उत्पन्न भई कुनै पक्षले यस सम्भौंता बमोजिम पुरा गर्नु पर्ने काम वा दायित्व पुरा गर्न ढिलाई भएमा त्यसरी काबू बाहिरको परिस्थितिबाट ढिला भएको अवधि बराबरको समय सो कार्य पुरा गर्न बढाईने छ ।
- 9x.७ यस सम्भौतामा अन्यथा उल्लेख भएकोमा बाहेक काबु बाहिरको परिस्थिति उत्पन्न भई कुनै पक्षले आफूले पूरा गर्नु पर्ने दायित्व पूरा गर्न नसके बापत दोश्रो पक्षलाई कुनै क्षतिपूर्ति वा हर्जाना बुभाउनु पर्ने छैन ।

१६. कम्पनीले दायित्व पुरा नगरेको मानिने अवस्था

देहायको अवस्थामा कम्पनीले पूरा गर्नु पर्ने दायित्व पूरा नगरेको मानिनेछ :

 क) दफा ३४ को प्रावधान अनुसार बाहेक कम्पनीले यस सम्भौता बमोजिम पूरा गर्नु पर्ने दायित्वमा असर पर्ने गरी कम्पनीको हक, अधिकार तथा सम्पत्ति मध्ये केही वा सवै हक, अधिकार तथा सम्पत्ति अरुलाई हस्तान्तरण गरेमा।



- ख) यस सम्भौता अनुसार कम्पनीले प्राधिकरणमा बुफाउनु पर्ने कार्य प्रगति प्रतिवेदन नबुफाएमा ।
- ग) सम्भौता भएको मितिले ६ (छ) महिना भित्र आयोजनाको लागि आवश्यक पर्ने कम्तिमा ४०
 % जग्गा प्राप्त गरी भौतिक निर्माण कार्य शुरु नगरेमा ।
- घ) प्राधिकरणको काम, कर्तव्य तथा दायित्वमा असर पर्ने गरी कम्पनीले प्राधिकरणलाई गलत, असत्य सूचनाहरु प्रवाहित गरेमा ।
- ड) व्यापारिक उत्पादन शुरु भई सकेपछि प्राधिकरणलाई कुनै लिखित पूर्व सूचना नदिई लगातार
 ७ (सात) दिन वा सो भन्दा बढी अवधि सम्म आयोजनाबाट उत्पादन बन्द भएमा ।
- च) यस सम्भौता अनुसार कम्पनीले गर्नु पर्ने अन्य कामहरु मुनासिब कारण विना तोकिएको समय भित्र नगरेमा।
- छ) प्राधिकरणको कारणले वा काबु बाहिरको परिस्थिति परेको कारणले बाहेक अन्य कारणले लगातार ३ (तीन) महिना आयोजनाबाट प्राधिकरणलाई विद्युत उपलब्ध नभएमा ।
- ज) प्राधिकरणको कारणले वा काबू बाहिरको परिस्थितीको कारणले बाहेक व्यापारिक उत्पादन शुरु गर्नु पर्ने मिति (Required Commercial Operation Date) सम्ममा व्यापारिक उत्पादन शुरु हुने मिति (Commercial Operation Date) नपरेमा ।
- भः) आयोजनालाई Off Grid Mode मा संचालन गर्न आवश्यक भई सोहि अनुसार प्राधिकरणले दिएको निर्देशन अनुसार कम्पनीले Off Grid Mode मा संचालन गर्न नसकेमा वा नगरेमा।
- कनेक्सन एग्रिमेन्ट अनुसार कम्पनीले गर्नु पर्ने कार्यहरु तोकिएको समयावधि भित्र नभएमा ।

१७. प्राधिकरणले दायित्व पुरा नगरेको मानिने अवस्था

देहायका अवस्थामा प्राधिकरणले दायित्व पूरा नगरेको मानिनेछ :

- क) यस सम्भौता बमोजिम प्राधिकरणले पूरा गर्नु पर्ने दायित्वमा असर नपर्ने गरी प्राधिकरण विखण्डन वा विघटन भएकोमा बाहेक अन्य किसिमले प्राधिकरणको विखण्डन भएमा वा विघटन भएमा ।
- ख) यस सम्भौता अनुसार प्राधिकरणले गर्नु पर्ने कार्यहरु तोकिएको समय भित्र नगरी सो को मुनासिव कारणको जानकारी मुनासिब समयभित्र कम्पनीलाई नदिएमा ।
- ग) कनेक्सन एग्रिमेन्ट अनुसार प्राधिकरणले गर्नु पर्ने कार्यहरु तोकिएको समयावधि भित्र नभएमा।

१८. विघटन वा हक हस्तान्तरण सम्बन्धी व्यबस्था

दफा १६ (क) वा दफा १७ (क) को अवस्था उत्पन्न हुने भएमा त्यस्तो अवस्था व्यहोर्ने पक्ष (पहिलो पक्ष) ले दोश्रो पक्षलाई समयमै सूचना गर्नु पर्नेछ । सूचना पछि दफा १६ (क) वा १७ (क) को अवस्था लागु हुन अगावै दुवै पक्षको आपसी सहमतिबाट नयाँ अवस्थाको सम्बन्धमा उपयुक्त र आवश्यक व्यवस्था गर्न सक्नेछन् । दफा १६ (क) वा १७ (क) को अवस्था लागु हुनु अगावै यस्तो सहमती हुन नसकेमा दोश्रो पक्षले सम्भौता रद्द भएको सूचना (Notice of Termination) दिई यो सम्भौता रद्द गर्न सक्ने छ ।

१९. दायित्व पुरा नगरेको सूचना

दफा १६ (क), (भ), (ञ) र १७ (क) बाहेक दफा १६ र १७ का अन्य अवस्थाहरु परी कुनै पक्षले दायित्व पुरा नगरेको अवस्था उत्पन्न भएमा अर्को पक्षले दायित्व पुरा नगर्ने पक्षलाई दायित्व पुरा नगरेको व्यहोरा सहितको सूचना (Notice of Default) दिनु पर्नेछ ।



२०. कम्पनीले दायित्व पुरा नगरेको भनी प्राधिकरणले सूचना जारी गरे पछिको व्यवस्था

- २०.१ दफा १६ को (ख), (ग) वा (च) को अवस्था परी दायित्व पूरा नगरेको सूचना जारी भएको अवस्थामा यसरी सूचना जारी भएको मितिबाट ९० (नब्बे) दिन भित्र प्राधिकरणलाई चित्त बुभ्गने गरी त्यस्तो अवस्थाको कम्पनीबाट निराकरण नभएमा प्राधिकरणले सम्भौता रद्द भएको सूचना (Notice of Termination) जारी गरी यो सम्भौता रद्द गर्न सक्ने छ।
- २०.२ दफा १६ को (घ) को अवस्था परी दायित्व पूरा नगरेको सूचना जारी भएको अवस्थामा पहिलो पटकलाई प्राधिकरणले लिखित रुपमा सचेत गराउने र कम्पनीले यस्तो अवस्था दोहरिन नदिने प्रतिबद्धता लिखित रुपमा दिनु पर्नेछ । यस पछि पनि दफा १६ (घ) को अवस्था दोहरिएमा सोको कारणबाट प्राधिकरणलाई पर्न गएको हानी नोक्सानीको हिसाब गरी सो बराबर क्षतिपूर्ति रकम पत्र प्राप्त भएको मितिले ४४ (पैतालिस) दिन भित्र कम्पनीले प्राधिकरणलाई बुभाउनु पर्नेछ । प्राधिकरणले कम्पनीलाई बुभाउनु पर्ने रकमबाट सो रकम कट्टा गर्न पनि सकिने छ ।
- २०.३ दफा १६ को (ङ) को अवस्था परी दायित्व पूरा नगरेको सूचना जारी भएको अवस्थामा सो अवधीको कन्ट्रयाक्ट इनर्जीको शतप्रतिशत परिमाणलाई दफा १२.१ अनुसारको विद्युत खरीद दरले हिसाब गरी आउने रकम समेत पत्र प्राप्त भएको मितिले ४४ (पैतालिस) दिन भित्र कम्पनीले प्राधिकरणलाई बुफाउनु पर्नेछ । प्राधिकरणले कम्पनीलाई बुफाउनु पर्ने रकमबाट सो रकम कट्टा गर्न पनि सकिने छ ।
- २०.४ दफा १६ (छ) को अवस्था परि दायित्व पुरा नगरेको सूचना जारी भए पछि तोकिएको म्याद भित्र दायित्व पुरा गर्न नसक्नुको कारण बारे कम्पनीले दिएको जवाफ प्राधिकरणलाई मुनासिब नलागेमा प्राधिकरणले सम्भौता रद्द भएको सूचना (Notice of Termination) जारी गरि यो सम्भौता रद्द गर्न सक्ने छ।
- २०.५ दफा १६ (ज) को अवस्था परी प्राधिकरणबाट कम्पनीले दायित्व पुरा नगरेको सूचना जारी भएको एक महिना भित्र दायित्व पुरा गर्न नसक्नुको कारण बारे आयोजनाको भौतिक प्रगति विवरण सहित कम्पनीले जवाफ दिनु पर्नेछ । उक्त जवाफ प्राधिकरणलाई मुनासिब नलागेमा प्राधिकरणले सम्भौता रद्द भएको सूचना (Notice of Termination) लिखित रुपमा जारी गरी यो सम्भौता रद्द गर्न सक्ने छ ।
- २०.६ दफा १६ (भ) को अवस्था परेमा दफा ७ मा व्यवस्था भए अनुसार हुनेछ ।
- २०.७ दफा १६ (ञ) को अवस्था परि दायित्व पूरा नगरेको सूचना जारी भएको अवस्थामा यसरी सूचना जारी भएको मितिबाट ९० (नब्बे) दिन भित्र प्राधिकरणलाई चित्त बुभूने गरी त्यस्तो अवस्थाको कम्पनीबाट निराकरण नभएमा प्राधिकरणले सम्भौता रद्द भएको सूचना (Notice of Termination) जारी गरी यो सम्भौता रद्द गर्न सक्ने छ।

२१. प्राधिकरणले दायित्व पुरा नगरेको भनी कम्पनीले सूचना जारी गरे पछिको व्यवस्था

- क) दफा ९७ (ख) को अवस्था परी दायित्व पूरा नगरेको सूचना जारी भएको अवस्थामा कम्पनीलाई चित्त बुभ्गने गरी ९० (नब्बे) दिन भित्र प्राधिकरणले त्यस्ता अवस्थाको निराकरण गर्नेछ । सो नभएमा कम्पनीले लिखित सूचना दिई यो सम्भौता रद्द गर्न सक्नेछ ।
- ख) दफा १७ (ग) को अवस्था परि दायित्व पूरा नगरेको सूचना जारी भएको अवस्थामा यसरी सूचना जारी भएको मितिबाट ९० (नब्बे) दिन भित्र कम्पनीलाई चित्त बुभूने गरी त्यस्तो अवस्थाको प्राधिकरणबाट निराकरण नभएमा कम्पनीले सम्भौता रद्द भएको सूचना (Notice of Termination) जारी गरी यो सम्भौता रद्द गर्न सक्नेछ।



२२. दायित्व पुरा नगरेको सूचना पछिको ब्यबस्था

दायित्व पूरा नगरेको सूचना जारी भएपछि यस सम्भौतामा कुनै प्रावधान लागु नहुने भनी उल्लेख भएकोमा बाहेक अन्य अवस्थामा यो सम्भौताको प्रावधानहरु सम्भौता रद्द भएको सूचना (Notice of Termination) जारी नभए सम्म यथावत लागु रहनेछ ।

२३. सम्भौता रद्द भएको सूचना जारी गरे पछिको व्यवस्था

- २३.१ कुनै एक पक्षबाट सम्भौता रद्द भएको सूचना जारी भएपछि अर्को पक्षले आफुलाई चित्त नबुभेमा ३० (तीस) दिन भित्र दफा ३० को प्रावधान अनुसार उपचारको प्रक्रियामा जान सक्नेछ । यसरी तोकिएको अवधि भित्र सम्भौता रद्द भएको सूचना प्राप्त गरेको पक्षले आयोग मार्फत उपचारको प्रक्रियामा गएको अर्को पक्षलाई लिखित सूचना नदिएमा सम्भौता रद्द भएको मानिनेछ ।
- २३.२ सम्भौता रद्द भएको सम्बन्धमा आयोग समक्ष पेश भएको अवस्थामा सम्भौता रद्द भएको सूचना जारी भएको मिति देखि आयोगबाट निर्णय नभए सम्मको अवधिको कुनै पक्षको पनि अर्को पक्ष प्रति यस सम्भौता बमोजिमको अधिकार र दायित्व रहने छैन ।
- २३.३ यो सम्भौता रद्द भएको सूचना जारी भए पछि आयोजनाबाट उत्पादन हुने विद्युत कम्पनीले तेश्रो पक्ष (ब्यक्ति वा संस्था वा कम्पनी) लाई बिक्री-वितरण गर्न चाहेमा प्राधिकरणले प्राविधिक रुपमा सम्भव भए सम्म आफ्नो प्रशारण/वितरण प्रणाली मार्फत परिवहन शुल्क लिई विक्री वितरण गर्न दिन सक्नेछ ।
- २३.४ सम्भौता रद्द भइसकेपछि पनि यो सम्भौता रद्द हुनु पुर्व एक पक्षले अर्को पक्षसंग सम्भौता बमोजिम लिन् दिन् पर्ने रैरकम भुक्तानी गर्न् पर्ने दायित्वबाट द्वै पक्ष मुक्त हुनेछैन ।

२४. सम्भौता रद्द हुने अन्य अवस्था

- (क) दुवै पक्षले आपसी सहमतीमा यो सम्भौता जुन सुकै बेला रद्द गर्न सक्नेछन् ।
- (ख) नेपालको प्रचलित कानून अनुसार सम्भौता रद्द गर्नु पर्ने अवस्था आइ परेमा यो सम्भौता रद्द हुनेछ ।
- (ग) दफा १५ अनुसारको काबू बाहिरको परिस्थिति उत्पन्न भई लगातार १८० (एक सय अस्सि) दिनसम्म सो को निराकरणको प्रयास नभएमा काबू बाहिरको परिस्थिति उत्पन्न भएको सूचना प्राप्त गर्ने पक्षले यो सम्भौता रद्द गर्न सक्नेछ ।
- (घ) Connection Agreement/Memorandium of Understanding रद्द वा खारेज भएमा यो सम्भौता स्वतः रद्द हुनेछ ।
- (ङ) यस सम्भौताको दफा ३८.२ को अवस्था आइ परेमा यो सम्भौता रद्द हुनेछ ।

२५. प्राधिकरणको उद्घोषण

प्राधिकरण, देहायका कुरा कम्पनीलाई उद्घोषण गर्दछ :

- (क) प्राधिकरण, नेपाल विद्युत प्राधिकरण ऐन, २०४१ बमोजिम संस्थापित संगठित संस्था हो र प्राधिकरणलाई प्रचलित कानून बमोजिम यो सम्भौताको पक्ष भई सम्भौतामा हस्ताक्षर गर्न र सम्भौताको प्रति आदान प्रदान गर्न चाहिने सबै अधिकार तथा अख्तियार प्राप्त छ ।
- (ख) यो सम्भौता गर्न र यस सम्भौता बमोजिमका सबै कामहरु सम्पादन गर्न प्राधिकरणलाई अधिकार प्राप्त छ र त्यसको लागि पूरा गर्न् पर्ने कार्यविधि पूरा गरी सकिएको छ ।
- (ग) यो सम्भौता कानूनत: बैध छ र यसमा लेखिएका कुराहरु प्राधिकरणले बाध्यात्मक रुपमा पालना गर्नु पर्नेछ ।



- (घ) यो सम्भौतालाई प्रत्यक्षतः प्रतिकूल असर पर्ने गरी प्राधिकरणका नाममा कुनै मुद्दा मामिला कुनै अदालत, सरकारी निकाय वा मध्यस्थता समक्ष पेश वा दर्ता भएको छैन ।
- (ङ) प्राधिकरणले यो सम्भौता गर्न पेश गरेका सबै कागजातहरु आधिकारिक (Authentic) र सत्य छन् ।

२६. कम्पनीको उद्घोषण

कम्पनी, देहायका क्रा प्राधिकरणलाई उद्घोषण गर्दछ :

- (क) कम्पनी, कम्पनी ऐन २०४३ अन्तर्गत संस्थापित संगठित संस्था हो र कम्पनीलाई प्रचलित कानून वमोजिम यो सम्भौताको पक्ष भइ सम्भौतामा हस्ताक्षर गर्न र सम्भौताको प्रति आदान प्रदान गर्न चाहिने सबै अधिकार तथा अख्तियार प्राप्त छ।
- (ख) यो सम्भौता गर्न र यस सम्भौता बमोजिमका सबै कामहरु सम्पादन गर्न कम्पनीलाई अधिकार प्राप्त छ र त्यसको लागि पूरा गर्न् पर्ने कार्यविधि पूरा गरी सकिएको छ ।
- (ग) यो सम्भौता कानूनतः वैध छ र यसमा लेखिएका कुराहरु कम्पनीले बाध्यात्मक रुपमा पालना गर्नु पर्नेछ ।
- (घ) यो सम्भौतालाई प्रत्यक्षतः प्रतिकूल असर पर्ने गरी कम्पनीका नाममा कुनै मुद्दा मामिला, कुनै अदालत, सरकारी निकाय वा मध्यस्थता समक्ष पेश वा दर्ता भएको छैन ।
- (ङ) कम्पनीले यो सम्भौता गर्न पेश गरेका सबै कागजातहरु आधिकारिक (Authentic) र सत्य छन् ।

२७. बीमा गर्नु पर्ने

- २७.१. कम्पनीले व्यापारिक उत्पादन शुरु हुने मिति भन्दा अगाडी देहायका सबै कुराहरुको वीमा गरी राख्नु पर्नेछ ।
 - (क) ठेकदारको सबै जोखिमहरु, कुल ठेक्का अंकको मूल्य भन्दा कम नहुने गरी,
 - (ख) तेस्रो पक्षको दायित्व,
 - (ग) कामदार तथा कर्मचारीलाई क्षतिपूर्ति दिनु पर्ने रकम र यस्तै अन्य रकम,
 - (घ) प्रचलित कानून वमोजिम गर्नु पर्ने अन्य वीमा
- २७.२. व्यापारिक उत्पादन शुरु भएको मितिले ३ महिना भित्र कम्पनीले आयोजनाको देहाय बमोजिमको वीमा गर्नुपर्नेछ ।
 - क) आयोजनाको संरचना, मेशिन तथा औंजार तथा उपकरणहरु आयोजनाको पुर्नस्थापना मूल्य भन्दा कम नहुने गरी,
 - ख) तेस्रो पक्षको दायित्व,
 - ग) कामदार तथा कर्मचारीलाई क्षतिपूर्ति दिनु पर्ने रकम र यस्तै अन्य रकम,
 - घ) प्रचलित कानून बमोजिम गर्नु पर्ने अन्य वीमा।

२८. बीमाको प्रमाण पत्र पेश गर्ने

कम्पनीले प्रत्येक आर्थिक वर्ष शुरु भएको एक महिना भित्र दफा २७ बमोजिमको बीमा तथा बीमा नवीकरण अद्यावधिक बनाएको प्रमाणपत्र प्रतिलिपि प्राधिकरणलाई उपलब्ध गराउनु पर्नेछ ।



२९. विवाद समाधान

- २९.१ कम्पनी र प्राधिकरण वीच यस सम्भौतामा लेखिएका कुनै कुराका सम्बन्धमा कुनै विवाद उत्पन्न भई समन्वय समितिबाट निराकरण हुन नसकेमा त्यस्तो विवादलाई आपसी समभादारीबाट न्यायसंगत तरिकाले समाधान गर्न दुवै पक्षले एक/एक जना प्रतिनिधि नियुक्त गर्नेछन्।
- २९.२ दफा २९.१ बमोजिम नियुक्त प्रतिनिधिहरुले छलफल शुरु गरेको ३० (तीस) दिन भित्र सो विवाद समाधान गर्न नसकेमा त्यस्तो विवादका सम्बन्धमा विचार गर्न दुवै प्रतिनिधिले आ-आफ्नो कार्यकारी प्रमुख समक्ष पेश गर्नु पर्नेछ । यसरी कार्यकारी प्रमुख समक्ष पेश गरिएकोमा कार्यकारी प्रमुखहरुले आफु कहाँ पेश भएको ४५ (पैंत्तालिस) दिन भित्र सहमतिमा पुग्नु पर्नेछ । यसरी सहमति हुन नसकेमा सोको ६० (साठ्ठी) दिन भित्र अथवा दुवै पक्षको आपसी सहमति अनुसार कायम भएको समयावधी भित्र कुनै पक्षले अर्को पक्षलाई लिखित सुचना दिई त्यस्तो विवादको विषय आयोग समक्ष पेश गर्न सक्नेछ ।
- २९.३ यस सम्भौताको कार्यान्वयनका सम्बन्धमा उठेको कुनै पनि विवाद सकेसम्म चाँडो न्यायसंगत तरीकाले र असल नियतबाट समाधान गर्न प्रयत्नशील रहन दुबै पक्ष मञ्जुर गर्दछन् । साथै विवाद सँग सम्बन्धित सवै अभिलेख, सूचना र तथ्याङ्क समेत उपलब्ध गराउन दुवै पक्ष मञ्जुर गर्दछन् ।

३०. आयोगद्वारा विवाद समाधान

दफा २९ मा उल्लेखित प्रक्रिया बमोजिम विवाद समाधान हुन नसकेमा विवाद उठेको समयमा आयोगबाट विवाद समाधान हुनेछ ।

३१. लागु हुने कानून

यो सम्भौता प्रचलित नेपाल कानून बमोजिम लागु हुनेछ र सम्भौताको ब्याख्या तथा कार्यान्वयन प्रचलित नेपाल कानून बमोजिम नै हुनेछ।

३२. सम्भौतामा संशोधन

यो सम्भौता आयोगको सहमति लिई संशोधन गर्न सकिनेछ।

३३. बार्षिक प्रतिवेदन

कम्पनीले आफ्नो लेखा परीक्षण भएको आर्थिक विवरण सहितको बार्षिक प्रतिवेदनको प्रतिहरु प्राधिकरणलाई प्रत्येक वर्ष उपलब्ध गराउनेछ ।

३४. सम्भ्गौता हस्तान्तरण

नेपाल विद्युत प्राधिकरण

३४.9 कम्पनीले आयोजना निर्माणको लागि बैंक वा वित्तिय संस्थाहरुबाट ऋण लिन सक्नेछ । बैंक वा वित्तीय संस्थाहरुबाट कम्पनीले ऋण लिई आयोजना निर्माण गरेको अबस्थामा कुनै कारणबाट बैंक वा वित्तीय संस्थाले कम्पनीलाई ऋण दिंदा गरेको सम्भौता अनुसार कम्पनीले दायित्व पूरा नगरेको उल्लेख गरी बैंक वा वित्तीय संस्थाले यो सम्भौताबाट कम्पनीले प्राप्त गरेको हक, अधिकार र दायित्व बैंक वा वित्तिय संस्थाको नाममा नामसारी गरी दिन अनुरोध भइ आएमा कम्पनीको हक, अधिकार र दायित्व बैंक वा वित्तिय संस्थाको नाममा हस्तान्तरण गर्न प्राधिकरणले सहमति दिन सक्नेछ ।



- ३४.२ दफा ३४.9 बमोजिम बैंक वा वित्तीय संस्थाको नाममा कम्पनीको हक, अधिकार र दायित्व हस्तान्तरण भई गएको अवस्थामा बैंक वा वित्तीय संस्थाले त्यस्तो हक, अधिकार र दायित्व प्राधिकरणको स्वीकृतिमा कुनै तेश्रो पक्ष (ब्यक्ति वा संस्था वा कम्पनी) लाई हस्तान्तरण गर्न सक्ने छ । तर प्राधिकरणसंग मुद्दा चलिरहेको वा प्राधिकरणले कालो सूचीमा राखेको वा नीतिगत कारणबाट यस्तो स्वीकृति दिन नमिल्ने अवस्थामा बैंक वा वित्तीय संस्थाको अन्रोध बमोजिम त्यस्तो हस्तान्तरणको स्वीकृति दिन प्राधिकरण बाध्य हने छैन ।
- ३४.३ यस सम्भौता बमोजिम बैंक वा वित्तीय संस्थाले तेश्रो पक्ष (ब्यक्ति वा संस्था वा कम्पनी) लाई यो सम्भौताको हक, अधिकार र दायित्व हस्तान्तरण गरिएको अवस्थामा यस्तो तेश्रो पक्ष (ब्यक्ति वा संस्था वा कम्पनी) सँग हस्तान्तरण अधिको यस सम्भौता बमोजिमको शर्त र प्रक्रिया नै राखि प्राधिकरणले आयोगको पूर्व स्वीकृति लिई नयाँ सम्भौता गरी लिन दिन सक्नेछ । त्यस्तो सम्भौता पछिको काम कारवाही सोही सम्भौता बमोजिम हुनेछ । तर यसरी सम्भौता गर्दा दुबै पक्षको सहमतिमा आयोगको पूर्व स्वीकृति लिई कुनै शर्त वा प्रक्रिया परिवर्तन गर्न कुनै बाधा पर्ने छैन ।
- ३४.४ कम्पनीले ऋण लिई आयोजना निर्माण गरेको अवस्थामा कम्पनीले बैंक वा वित्तीय संस्थालाई बुफाउनु पर्ने त्यस्तो ऋण को साँवा ब्याज वा अन्य कुनै आर्थिक दायित्वको भुक्तानीको लागि बैंक वा वित्तिय संस्थाले प्राधिकरण संग अनुरोध गरेमा यस सम्फौता बमोजिम कम्पनीले प्राप्त गर्ने भुक्तानीको रकम सिधै ऋण दिने अगुवा बैक वा वित्तिय संस्थाको नाममा प्राधिकरणले भुक्तानी दिन सक्नेछ ।
- ३४.५ यस सम्भौता बमोजिम बैंक वा वित्तीय संस्थाको नाममा वा बैंक वा वित्तीय संस्थाको अनुरोध बमोजिम कुनै तेश्रो पक्ष (ब्यक्ति वा संस्था वा कम्पनी) को नाममा यो सम्भौता हस्तान्तरण भएको अवस्थामा पनि हस्तान्तरण अधिको दायित्व बाट कम्पनी मुक्त हुने छैन ।

३४. असल नियतले काम गर्ने

- ३४.9 यो सम्भौता कार्यान्वयन गर्ने र यस सम्भौता बमोजिमको उद्देश्य प्राप्तिको लागि आवश्यक अन्य कामहरु गर्ने सम्बन्धमा दुबै पक्षले दुबै पक्षको हित हुने गरी असल नियतले काम गर्नेछन् ।
- ३४.२ यो सम्भौतामा पूर्वअनुमान गर्न नसकिएको अवस्था पनि आउन सक्नेछ भन्ने कुरा लाई दुबै पक्षले मान्यता दिएका छन् । त्यस्तो अवस्था आईपरेमा दुबै पक्षले असल नियतले सरसल्लाह गरी के गर्ने भन्ने कुराको निष्कर्ष छिट्टै निकाल्ने प्रयत्न गर्ने छन् ।

३६. प्राधिकरणले निरीक्षण गर्न सक्ने

प्राधिकरणले पूर्व सूचना दिई आयोजनाको सुरक्षा, तथा दैनिक काममा बाधा नपर्ने गरी आयोजनाको निर्माण, उत्पादन र संचालन सम्बन्धी व्यवस्थाहरुको निरीक्षण गर्न गराउन सक्नेछ ।

३७. गोपनियता

यो विद्युत खरीद बिकी संभौता र यो संभौता अन्तर्गत दुबै पक्ष बीच आदान प्रदान हुने कागजपत्रहरु प्रचलित कानूनको अधिनमा रही दुबै पक्षको सहमति बिना कुनै तेश्रो पक्ष (ब्यक्ति वा संस्था वा कम्पनी) लाई प्रकाश गरिने वा जानकारी दिइने छैन ।



३८. विविध

३८.१ आयोजनाको निर्माण तथा संचालन सम्बन्धी सम्पूर्ण जिम्मेवारी कम्पनीको हुनेछ ।

(विद्युत खरीद विकि सम्भौता हस्ताक्षर हुँदाका बखत विद्युत उत्पादनको अनुमतिपत्र प्राप्त नगरेको अवस्थामा)

३८.२ यो सम्भौता भएको मितिले १२ महिना भित्र बित्तिय व्यवस्था समापन मिति (Financial Closure Date) पर्ने गरी कम्पनीले आयोजनाको लागि बित्तिय व्यवस्था समापन गर्नु पर्ने अवधि कायम गरिएको छ । यस बमोजिम तोकिएको समयमा आयोजनाको बित्तिय व्यवस्था समापन भएको विवरण सहितको जानकारी प्राधिकरणमा प्राप्त नभएमा यो सम्भौता खारेज हुनेछ र दफा ३८.१४ अनुसार कम्पनीले बुभाएको निशर्त परफरमेन्स जमानत (Performance Guarantee) जफत हुनेछ । तर विद्युत उत्पादनको अनुमति पत्रमा उल्लेखित वित्तीय व्यवस्थाको समय सीमालाई नेपाल सरकारको निर्णयबाट पछि विस्तार गरिएमा यस सम्भौताको हकमा पनि सोही विस्तारित समयसीमा नै कायम हुनेछ ।

(विद्युत खरीद विकि सम्भौता हस्ताक्षर हुँदाका बखत विद्युत उत्पादनको अनुमतिपत्र प्राप्त गरेको अवस्थामा)

- ३८.२ आयोजनाको विद्युत उत्पादन अनुमति पत्र (वि.वि.वि.!... वि.उ. ...) मा व्यवस्था भए बमोजिम बित्तिय व्यवस्था (Financial Closure) समापन गर्न मिति २०..... गतेसम्मको अवधि कायम गरिएको छ । उक्त मितिसम्ममा वित्तीय व्यवस्था समापन हुन नसकी समयसीमा विस्तारका लागि कारवाही भइरहेको आशयको पत्र सम्बन्धित सरकारी निकायबाट जारी भएको अवस्थामा कम्पनीले उक्त आशय पत्र जारी भएको मितिले ७ (सात) दिनभित्र प्राधिकरणमा पेश गरेमा अन्यथा निर्णय भएकोमा बाहेक उक्त जानकारी पेश गरेको मितिले १ (एक) वर्षसम्म सम्भौता रद्द गरिने छैन । यस बमोजिम तोकिएको समयमा आयोजनाको बित्तिय व्यवस्था समापन भएको विवरण सहितको जानकारी प्राधिकरणमा प्राप्त नभएमा यो संभौता खारेज हुनेछ र दफा ३८.१४ अनुसार कम्पनीले बुभाएको निशर्त परफरमेन्स जमानत (Performance Guarantee) जफत हुनेछ । तर विद्युत उत्पादनको अनुमति पत्रमा उल्लेखित वित्तीय व्यवस्थाको समय सीमालाई नेपाल सरकारको निर्णयबाट पछि विस्तार गरिएमा यस सम्भौताको हकमा पनि सोही विस्तारित समयसीमा नै कायम हुनेछ ।
- ३८.३ व्यापारिक उत्पादन शुरु हुने मिति (Commercial Operation Date) अगावै कम्पनी विघटन भएमा यो सम्भौताको सिलसिलामा कम्पनीद्वारा प्राधिकरणलाई बुभाइएको Performance Guarantee जफत हुनेछ।
- ३८.४ कम्पनीको स्विचयार्डबाट नजिकै पर्ने लोड सेन्टरमा प्राधिकरणले आफ्नो वितरण ट्रान्सफरमर राखि विद्युत वितरण गर्न चाहेमा कम्पनीले सोको लागि आवश्यक सहयोग प्राधिकरणलाई उपलब्ध गराउने छ । यसरी विद्युत लिए बापत दफा १२ र १३ को प्रावधान अनुसार प्राधिकरणले कम्पनीलाई भुक्तानी गर्नेछ ।
- ३८.४ आयोजना निर्माण सम्बन्धी प्रगति प्रतिवेदन कम्तिमा चौमासिक रुपमा कम्पनीले प्राधिकरणलाई उपलब्ध गराउने छ ।



- ३८.६ कारणबस कम्पनीले आयोजना संचालन गर्न असक्षम भै आयोजनाबाट विद्युत उत्पादन हुन नसक्ने अवस्था भएमा सोको संचालन अभिभारा लिन वा आयोजना खरीद गर्न प्राधिकरण बाध्य हुने छैन ।
- ३८.७ कम्पनीले विद्युत उत्पादन तथा बिक्री गरे वापत प्रचलित कानून बमोजिम बुभाउनु पर्ने रोयल्टी, कर तथा अन्य दस्त्रहरु कम्पनी आफैले बुभाउने छ ।
- ३८.८ आयोजना निर्माणको क्रममा तथा आयोजना संचालन-संभारको क्रममा दैवी प्रकोपले गर्दा कुनै क्षति हुन गएमा सो को सम्पूर्ण दायित्व कम्पनीको हुनेछ ।
- ३८.९ कम्पनीले प्रचलित कानून बमोजिम नेपाल सरकारबाट लिनु पर्ने अनुमति पत्र तथा स्वीकृतिहरु लिई त्यसलाई नविकरण गराउनु पर्ने भए नविकरण गराई अध्यावधिक बनाई राख्नु पर्नेछ । त्यसरी अनुमति पत्र वा स्वीकृति पत्र प्राप्त गर्न प्राधिकरणको सहयोग आवश्यक परेमा प्राधिकरणले उपलब्ध गराउन सक्ने सहयोग उपलब्ध गराउनेछ ।
- ३८.१० यो सम्भौताका प्रावधानहरु संग नबाभिने गरी कनेक्सन एग्रिमेन्ट अनुसार आ-आफ्नो पक्षबाट हन् पर्ने कार्यहरु कनेक्सन एग्रिमेन्ट अनुसार गर्ने गराउने छन् ।
- ३८.१२ यस सम्भौतामा अन्यथा लेखिएको अवस्थामा बाहेक कम्पनीले आयोजनाबाट स्तरीय बिद्युत उत्पादन गरी डेलिभरी गर्ने कार्य निरन्तर रुपमा गर्न् पर्नेछ ।
- ३८.१३ निर्माताको कारखाना वा प्रयोगशालामा आयोजनाको मुख्य उपकरणहरुको प्रमुख परिक्षण कार्यको अवलोकन (Witness) गर्नको लागि प्राधिकरणले आफ्नो इञ्जिनियरहरु/ कर्मचारीहरु खटाउनेछ । यसरी परिक्षण अवलोकन गर्ने कार्यमा खटिने कर्मचारीहरुको आवश्यक खर्च तथा भत्ताको ब्यबस्था कम्पनीबाट गरिनेछ ।
- ३८.१४ यस सम्भ्मौताको प्रावधान बमोजिम कम्पनीले प्राधिकरणलाई कुनै पनि सूचना दिनु पर्दा कार्यकारी निर्दशकलाई संबोधन गरी बिद्युत ब्यापार बिभाग, ने.बि.प्रा.लाई अनिवार्य रुपमा बोधार्थ दिनु पर्नेछ ।





- ३८.१६ Left Intentionally Blank
- ३८.१७ कम्पनीले मेन मीटर र चेक मीटरको लागि कम्तिमा Two Core सहितको CT र PT Unit मिटरिङ्ग प्वाइनटमा जडान गर्नेछ ।
- ३८.१८ सम्भौताको अवधिभर केवल एक पल्ट र व्यापारिक उत्पादन (COD) भएको पाँच वर्ष भित्र प्रबर्द्धक कम्पनीको अनुरोधमा अनुसूची २ को टेबुल २ मा उल्लेखित Monthly Average Solar Insolation Data मात्र जडित क्षमता भन्दा बढि नहुने गरी दुबै पक्षको सहमतिमा प्रत्येक महिनाको Contract Energy थपघट गर्न सकिनेछ । यस प्रयोजनको लागि कम्पनीले Meterological Station आयोजना स्थलमा जडान गरी मासिक रुपमा प्रत्येक दिनको Solar Insolation Data लगातार २ वर्षसम्म नेपाल विद्युत प्राधिकरणमा बुभाउन पर्नेछ । तर यसरी Contract Energy संशोधन भएता पनि COD भएको १० वर्ष र २५ वर्षको अन्तमा संशोधित Contract Energy ऋमशः ९०% तथा ८०% भन्दा कम हन् हुँदैन ।
- ३८.१९ आयोजनाले डेलिभरी प्वाइन्टमा उपलब्ध गराउने उर्जाको Power Factor 0.85 lag / 0.95 lead भित्र हुनु पर्ने छ ।
- ३८.२० आयोजनाले डेलिभरी प्वाइन्टमा DC Current Full Load करेन्टको ०.५ % भन्दा कम वा 5 mA वा 5 mA भन्दा कम हुनु पर्नेछ ।
- ३८.२१ आयोजनाले उपलब्ध गराउने Current मा Flicker सम्बन्धी निम्न IEC Standard बमोजिम हुनेछ।

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

- ३८.२२ क) आयोजनाले उपलब्ध गराउने उर्जा Pure Sinusodial Waveform को हुनु पर्नेछ ।
 - ख) Current तथा Voltage Waveform मा अधिकतम Waveform Distortion, IEEE 519 Standard बमोजिम हुनेछ ।
 - ग) Phase Voltage Unbalance 9% भन्दा कम हुनु पर्ने छ ।
- ३८.२३ प्रवद्धकले प्राधिकरणको ग्रिडमा उर्जा प्रवाह नभएको अबस्थामा सौर्य आयोजनालाई स्वचालित रुपमा अलग (Automatically Isolate) गर्न आवश्यक सुरक्षात्मक प्रविधि जडान गर्नु पर्नेछ । आयोजना स्वचालित रुपमा अलग नभई कुनै घटना घट्न गएमा त्यसको जिम्मेवार आयोजना हुनेछ र त्यस्तो घटनामा कुनै क्षत्तिपूर्ति उपलब्ध गराउनु परेमा आयोजनाले सम्बन्धित पक्षलाई क्षतिपूर्ति उपलब्ध गराउन् पर्नेछ ।
- ३८.२४ आयोजनाले उपलब्ध गराउने उर्जा आयोजनाको COD भएको दश वर्षको अन्तमा तथा पच्चिस वर्षको अन्तमा कन्ट्रयाक्ट इनर्जीको परिमाणको कमश: ९०% तथा ८०% भन्दा कम हुनु हुदैन ।



३८.२५ क्लिन डेभलपमेन्ट मेकानिजम (CDM) Benefit

- क) प्रवर्द्धक कम्पनीलाई आयोजनामा कार्वन फाइन्यान्स सम्बन्धी लगानीमा आवश्यक अनुसन्धान गर्न प्रोत्साहन दिइनेछ । सो को लागि आवश्यक पर्ने सहयोग प्राधिकरणले गर्ने छ ।
- ख) CDM Benefits को लागि आबश्यक पर्ने कागजातहरुको तयारी र दस्तुर प्रवद्धक स्वयंले व्यहोर्नु पर्ने छ ।
- ग) प्रबर्द्धक कम्पनीले CDM Benefit Claim सम्बन्धी जानकारी प्राधिकरणलाई गराउनु पर्ने छ । आयोजनाले Carbon Credit वापत प्राप्त आम्दानी आयोजना र प्राधिकरण बीच ७४:२४ को अनुपातमा प्राधिकरणलाई उपलब्ध गराउनु पर्नेछ ।
- ३७.२६ PARTIAL COMMISSIONING गर्दा कुल प्रस्तावित क्षमताको कम्तिमा ५०% क्षमतामा उत्पादन भएको हुन्पर्नेछ । साथै अन्य व्यवस्थाहरु निम्न अन्सार हुनेछन् ।
 - (क) एकपटक Partial Commissioning गरेपश्चात बाँकी रहेको क्षमताको एकैपटकमा आयोजनाको Full Commissioning सम्पन्न गर्नु पर्नेछ ।
 - (ख) Partial Commissioning गरेको खण्डमासमेत "व्यापारिक उत्पादन शुरु हुने मिति" (Commercial Operation Date) तय गरिनेछ ।
 - (ग) Partial Commissioning भएपश्चात Full Commissioning हुँदाको वखत
 आयोजनाको बाँकी क्षमताको लागि परिक्षण उत्पादन सम्वन्धि व्यवस्था दफा 9.9 (
 ज), 9.9 (ञ) र दफा ४.३ बमोजिम नै हुनेछ ।
 - (घ) COD भएतापनि आयोजनाको Full Commissioning नभएसम्म आयोजनाको Partical Commissioning भई वाँकी रहेको क्षमताको लागि दफा ४(घ) अनुसारको क्षतिपूर्ति कम्पनीले प्राधिकरणलाई तिर्नुपर्ने छ।
 - (ङ) COD भएतापनि आयोजनाको Full Commissioning नभएसम्म आयोजनाको Partical Commissioning वरावरको क्षमताको लागि मात्र दफा १०.१ र दफा १०.२ अनुसारको क्षतिपुर्ति हर्जाना निर्धारण गरिनेछ ।
 - (च) आयोजनाको Partial Commissioning भई Full Commissioning नहुंदा सम्म प्राधिकरणले खरीद गर्ने उर्जाको दर दफा १२.१ र १२.२ मा तोकिएको मूल्यको पचहत्तर प्रतिशत कायम हुनेछ ।

(विद्युत खरीद विकि सम्भौता हस्ताक्षर हुँदाका बखत विद्युत उत्पादन सर्वेक्षण अनुमतिपत्रको म्याद गुज्रेको अवस्थामा मात्र)

- ३७.२७ क) कम्पनीले प्राप्त गरेको विद्युत उत्पादनको अनुमतिपत्र विद्युत खरीद सम्भौतामा हस्ताक्षर भएको मितिले ९ (नौ) महिनाभित्र प्राधिकरणमा बुभाउनु पर्नेछ ।
 - ख) सम्बन्धित निकायबाट विधिवत जारी भएको विद्युत उत्पादन अनुमतिपत्र (Generation License) कम्पनीले प्राधिकरणमा बुफाएको मितिदेखि विद्युत खरीद सम्भौता प्रभावकारी हुनेछ ।



ग) माथि प्रकरण (क) मा उल्लिखित अवधिभित्र कम्पनीले विद्युत उत्पादन अनुमतिपत्र प्राप्त गरेको प्रमाण पेश गर्न नसकेमा सम्पन्न विद्युत खरीद सम्भौता रद्द हुनेछ र सोही आधारमा परफरमेन्स जमानत समेत जफत हुनेछ ।

३९. सम्पर्क ठेगाना

एक पक्षले अर्को पक्षलाई सम्पर्क गर्दा निम्न ठेगानामा सम्पर्क गर्नु पर्नेछ । कुनै कारणबस ठेगाना परिवर्तन भएमा सो मितिले १५ दिन भित्रमा जानकारी दिनु पर्नेछ ।

श्री कार्यकारी निर्देशक	लि.
नेपाल विद्युत प्राधिकरण	
दरबारमार्ग, काठमाण्डौ	
पो ब न १००२० टे नं ४१४३००७	

यो सम्भौता दुवै पक्षको अधिकार प्राप्त अधिकारीहरुबाट तल उल्लेख गरिएका साक्षीहरुको रोहबरमा चार सक्कल प्रतिहरुमा हस्ताक्षर गरी मिति विऋम सम्वत साल महिना गते (तद्नुसार,,)का दिन नेपाल विद्युत प्राधिकरण, दरबारमार्गमा सम्पन्न भयो।

नेपाल विद्युत प्राधिकरणका तर्फबाट	लि. का तर्फवाट
नाम :	नाम :
दर्जा :	दर्जा :
दस्तखतः	दस्तखतः
मिति :	मिति :
साक्षी :	साक्षी ः
नाम :	नाम :
दर्जा :	दर्जा :
दस्तखत :	दस्तखतः
मिति :	मिति :

अनुसूची १ आयोजनाको मुख्य रुपरेखा Salient Features of the Project

अनुसुचि-२ विद्युत शक्ति तथा उर्जा तालिका

<u>Table I</u>



अनुसुचि-२ विद्युत शक्ति तथा उर्जा तालिका

<u>Table II</u>

अनुसूची ३

दफा १०.१ को लागि क्षतिपुर्ति रकम निर्धारण गर्ने सुत्र

NEA shall pay compensation to the Company pursuant to Article 10.1 subject to the conditions specified herein and in accordance with the following formula:

Compensation Amount (Rs.) =Undelivered Energy × Purchase Price × 0.75

Purchase Price is defined in Article 1.

'Undelivered Energy' shall be calculated differently for the case of Forced Outage and for Nondispatch case as given hereunder:

Case I: Forced Outage of NEA line(s) occurs which prevent the Project from generating & delivering according to the Available Capacity :

$$UE = \sum_{i=1}^{n} (UC_i \times PT_i)$$

to the extent that

(ME+UE) is equal to or less than 80% of the smaller of Contract Energy and the energy according to Availability Declaration for the Month;

Where,

- UC = Undelivered Capacity (kW) = Available Capacity Capacity Delivered = 0, if negative.
- ME = Energy delivered by Company as recorded by the Meter
- UE = Undelivered Energy (in the Month) in kWh;
 - n = Number of Forced Outage in the Month;
- PT = Prorated Time in Hours;

$$= \left(\frac{\text{Available Capacity} - \text{Capacity Delivered}}{\text{Monthly Capacity as specified in Column Eof Table II of Schrdule 2}}\right) \text{x Forced Outage Hours}$$

Case II : NEA issues Dispatch Instructions to Project to generate less than the Available Capacity:

$$UE = \sum_{i=1}^{n} (UC_i \times PT_i);$$

Where,

नेपाल विद्युत प्राधिकरण

UC = (Available Capacity–the greater of Capacity Dispatched and Capacity Delivered);

$$PT = \left(\frac{\text{Available Capacity - the greater of Capacity Dispatched and Capacity Delivered}}{\text{Monthly Capacity as specified in Column Eof Table II of Schrdule 2}}\right) x \text{Nondispatched Hours}$$

Notwithstanding the provisions under both cases given above in this Schedule, Compensation Amount shall be considered equal to zero if and so long as the following conditions hold true:



- the cumulative of PT (Prorated Time) is equal to or less than 'N' hours in the Fiscal Year, where N=144;
- the dispatched and delivered energy in the month is equal to or greater than 100% of the smaller of Contract Energy and the energy according to Availability Declaration for the Month. In such event, Forced Outage Hours and Nondispatched Hours shall be considered as zero.

Furthermore, the reduction in the delivery of power from the Project shall not be considered for calculation of Compensation Amount if and as long as such reduction is caused by Force Majeure Event or Scheduled Outage or by Company or by Company's contractors;

'Available Capacity' is defined in Article 1.

'Nondispatched Hours' shall mean the duration in hours for which the Project is required to generate power less than the Available Capacity pursuant to a Dispatch Instruction.



अनुसूची ४ आयोजना निर्माण तालिका (Project Construction Schedule)

अनुसूची ५ आयोजना स्थलको नक्सा (Project Location Map)



अनुसूची -६ Connection Agreement