

NEPAL ELECTRICITY AUTHORITY

(A Government of Nepal Undertaking)

Power Trade Department

Durbar Marg, Kathmandu Nepal

Clarification-I to the Bidders

Sealed Quotation for Purchase of 100 MW RTC Power by NEA From 1st February, 2026 to 31st May, 2026
(Bid Identification No: NEA/PTD/PP/2026-1)

S.No	Queries	Clause Reference	Clarification by NEA
1	<p>Since the Forced Majeure and Forced/Partial outage condition is beyond the control of bidder and generator, PPA may not be terminated as it will deprive NEA from power when Generating station would be available for supply to meet NEA's power demand.</p> <p>Suggested to include "except under Forced Majeure and Forced Outage condition" in clause 7-b.</p>	<p>7-b. Contract performance Guarantee-CPG)</p>	<p>Kindly Note that Annexure-1 (General Terms and Condition), Clause 14: (Force Majeure) "Neither Party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the contract to the extent that such a failure is due to force Majeure events and such Force Majeure event impacts the performance obligation of such Party. Any restriction imposed by NLDC /RLDC of India and LDC of Nepal in scheduling of power due to breakdown of Transmission line/grid constraint shall be treated as Force Majeure without liability on either side " clarifies the query.</p>
2	<p>Considering the timeline of publication of tender and that most of the sellers have tied up power for upcoming summer season, power for all months from single generator for 100MW as per NIT may not be available and therefore bid for individual months and part quantum may be allowed.</p> <p>Suggested for changes "Any or all months on RTC Basis" and "100 MW Capacity or Part quantum subject to minimum 20 MW", and "NEA may change the clause as above as per</p>	<p>Annexure-1 (General Terms and Condition) Clause 1: Quantum</p>	<p>The Provision of the BID remains unchanged. Kindly follow the existing provision of Sealed Quotation Bid Document</p>

forbid



	its discretion" in Annexure-1 ; Clause1: Quantum		
3	We kindly request NEA to Splitting the supply period on a fortnightly basis: This would allow suppliers to optimize commitments while ensuring NEA receives uninterrupted supply. Such a provision would enhance market competition and significantly increase participation, thereby benefiting both bidders and overall market efficiency.	Annexure-1 (General Terms and Condition) Clause1: Quantum	The Provision of the BID remains unchanged. Kindly follow the existing provision of Sealed Quotation Bid Document
4	We kindly request NEA to consider reducing the minimum quantum requirement to 25 MW, so that smaller generators would be able to participate in the bidding process. This would also allow a single generator to participate with multiple plants. For example, a generator with four plants of 25 MW capacity each could collectively participate with a total capacity of 100 MW. Such a provision would enhance market competition and significantly increase participation, benefiting both the bidders and the overall market efficiency.	Annexure-1 (General Terms and Condition) Clause1: Quantum	The Provision of the BID remains unchanged. Kindly follow the existing provision of Sealed Quotation Bid Document
5	We wish to clarify that generators are engaged with Indian states on partial month contracts, making it difficult to commit for all months continuously. As the restriction against partial supply months limits participation and reduces competitive options for NEA. Bidders should be permitted to bid for individual months rather than being required to commit to the entire	Annexure-1 (General Terms and Condition) Clause1: Quantum	The Provision of the BID remains unchanged. Kindly follow the existing provision of Sealed Quotation Bid Document

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	block period. We kindly request NEA to amend the clause in order for maximise participation.		
6	Since the power is to be supplied from 1st Feb 2026, bid evaluation is likely to be completed within 15 days and therefore bid validity of 15 days may be considered. Suggested to maintain the Bid Validity for a period of 15 days in clause 10.	10 Bid Validity Period: The offer shall remain valid for a period of 30 days from the date of opening of the Bid.	The Provision of the BID remains unchanged. Kindly follow the existing provision of Sealed Quotation Bid Document
7	As per the ceiling rate in the bid documents, INR 6.60 (Feb to Mar) and INR 6.90 (Apr to May) up to the Indian border, the net realization to the generator at CTU is INR 5.90 for the period from February 2026 to March 2026 and INR 6.20 for the period from April 2026 to May 2026. The current market-discovered rates at CTU (In Power Procurement tenders by Indian Power Distribution Company's) is approximately INR 6.40/kWh or higher, which is more than ceiling rates at CTU periphery by NEA bid, which may discourage participation and reduce competitiveness. We request allowance for market-linked adjustments (no ceiling), would encourage wider participation and ensure reliable supply at competitive terms.	Annexure-1 (General Terms and Condition) Clause 7: Tariff:	The Provision of the BID remains unchanged. Kindly follow the existing provision of Sealed Quotation Bid Document

for [Signature]



8	<p>We request NEA to kindly amend the clause as per amendment requested.</p> <p>Suggested to include "...applicable laws of Nepal and India"</p>	<p>(General Terms and Condition)</p> <p>Clause 15: Governing Law:</p>	<p>The Provision of the BID remains unchanged. Kindly follow the existing provision of Sealed Quotation Bid Document</p>
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