

Bid Addendum Report

Power Trade Department

Power Trade Department
Head Office, Durbar Marg, Kathmandu
Kathmandu, Kathmandu
Bagmati Province
Nepal

Addendum No: 2

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

Dated On: 03-04-2024 13:00

Following changes are made in the bid document

Chapter: General Information

Sl. No.	Relavant Clause No / Name	Existing Clause	Modified Clause
1	Clarification Submission Date	2024-04-03 16:30:00	2024-05-26 12:00:00

NEPAL ELECTRICITY AUTHORITY

(A Government of Nepal Undertaking)

Power Trade Department

Durbar Marg, Kathmandu Nepal

Clarification-I to the Bidders

Request for Proposal for Grid-Connected Solar PV Power Projects (RFP No.: RFP/SOLAR/NEAPTD/2024-01)

S.No	Queries	Clause Reference	Clarification by NEA
1	Whether government-owned land can be utilized for rental purpose? Land owned by government educational institution such as schools and colleges are eligible for lease? Land owned by cooperative societies or financial institution for lease?	General	The use of government land shall be as per prevailing rules, regulation and directives of government of Nepal. Bidders shall enquire to concern government agencies and get fully acquainted with such procedures for utilizing the government land for the installation of solar plants.
2	For a new company established for executing Solar Project, clarify whether Net worth of the members of Board of Directors of the Company is acceptable	6.2.1	This provision is not applicable for the newly established companies whose audit has not yet been concluded.
3	Document required in Annex 6 is mandatory or not? For submission of Bid shall we follow the mandatory documents as defined in 6.10?	7.5	Documents as mentioned in clause 6.10 are mandatory. However documents as mentioned in Annex 6. Shall be submitted to the extent applicable in the RFP. Please refer to Bid Addendum 2.
4	This clause has bound the developer to get the survey license within 45 days issuance of LoI which may not be possible since DoED is separate government entity. So requested to make it 90 days.	6.13.4 b(ii) and 6.13.7	Refer to S.No. 9 of Bid Addendum 2.
5	As per this clause, all permits and clearance shall be in the scope of the developer, however, NEA may facilitate in getting the necessary permits and clearance. Therefore, it is requested to NEA for facilitate as per 7.6 to the developer whose LOI has been issued, NEA shall recommend DoED to issue the survey license at utmost priority to meet the 45 days limit.	7.6.1	Kindly note the last sentence of the clause where it is clearly written that NEA may facilitate in getting the necessary permit and clearances.

6	Land has pivotal role in Solar and is inevitable. Therefore, ranking shall also include for those Bidders who have purchased or leased the land.	8.4.5	Kindly follow the existing provision of RFP.
7	There is no escalation mentioned in PPA. Kindly provide the provisions of escalation as applicable in hydro projects. The validity of PPA is 25 years and for such long period, constant price may not be justifiable. Request to include escalation clause.	5.1.3	Kindly follow the existing provision of RFP.
8	Off Grid mode is not applicable in grid connected solar project.	7 of PPA	This provision will be revised/deleted during the signing of PPA.
9	Provide the methodology/provide information of software/data for the calculation of energy during energy lock procedure so that we get acquainted.	10.2 of PPA	The plant shall meet at least 15% CUF as per PPA.
10	In the contract energy increased in future, please consider amending the contract energy according.	38.18 of PPA	Please follow the provision of RFP.
11	To use the available transformer capacity shall assist the Bidder to reduce cost and provide cost effective power. The Delivery point shall be at 66kV or above for grid substation and 33kV for the Distribution substation. However for grid substation, if substation has required transformer capacity to step up capacity of 66kV or above than Delivery Point can be 33KV.	3.3.6	The delivery point shall be as per RFP. However, the connection point shall be at lower voltage than delivery point depending upon the availability of transformer capacity, line bay and other technical consideration and for which Capital cost shall be shared by developer.
12	Minimum equity requirement is 26% for Bidder whose technical qualification has been used. Accordingly the equity transfer should be permitted beyond 26%. In the event that the Selected Bidder chooses to incorporate an SPV Company, then the Selected Bidder shall subscribe and hold more than 26% (Twenty Six percent) of the total Equity Contribution and voting rights of the SPV from the date of incorporation of the SPV	6.1.1 (vi)	Refer to S.No. 2 of Bid Addendum 2.

	and until the expiry of a period of 1 year from the Project Commercial Operation Date (COD).		
13	The Members in consortium shall form a company as per laws of Nepal. Accordingly forming separate companies as per law of Nepal would lead to duplicity. The number of Members in such Consortium shall not exceed 3.	6.1.1 (e) (i)	Kindly follow the requirement of RFP.
14	Since 26% has been equity requirement for members whose technical capacity is considered, keeping another ceiling of 50% may not be tenable. In case the Consortium incorporates SPV, the Consortium as whole shall cumulatively subscribe and hold more 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.	6.1.1 (e) (vii)	Refer to S.No. 5 of Bid Addendum 2.
15	The word 'Associate' has been used multiple times in RFP and requires to be defined.	6.1.2 (a) (i)	The term "Associate: shall mean any subsidiary or affiliate of bidder or its members (Partners in JV or Consortium) in case of JV.
16	A company having 51% equity share during the development of a HPP, project which is now under operation and now the share of the company in the same project is 32.17%. Does the company meet the qualifications outlined in Section 6 of the Request for Proposal (RFP), specifically regarding the establishment of a Special Purpose Vehicle (SPV) and project development, as per Clause No. 6.2.2 (a),ii and 6.2.2 ((b), I,II,III) of the RFP? Whose financial capacity is required?	6.2.2 (b) (i)	Refer the clause 6.2.2.(b) (i) of RFP.
17	As per the clause, it has been asked to submit the project wise letter of recommendation/no objection from the Department of Water Resource and Irrigation or Ministry of Physical Infrastructure under the state government that the proposed land is not irrigable. In this clause, as we tried to approach the Ministry of Physical Infrastructure under the state government, we received the information that this ministry cannot recommend the condition of irrigable or not. Hence, would like to request you to provide the name of the other Ministry that could recommend this.	6.2.2(a)(iv)	This requirement is guided from the "Grid Connected Renewable Electricity Development Procedures 2078 BS "as issued by Ministry of Energy, Water Resources and Irrigation of Government of Nepal. So, kindly follow its requirement.

18	As per this clause, the Bidder must show the evidence of availability of at least 0.25 hectare per MW land for each project development. For these case, I would like to request you to provide the format for land lease agreement and document to be attached in this lease agreement.	6.2.2(a)(iv)	Bidder can use their own format provided that the agreement is legally binding.
19	Kindly define further of irrigable. Does it mean that there are no any irrigation project or it is else?	6.2.2(a)(iv)	Kindly follow the clause 5 'ka' of "Grid Connected Renewable Electricity Development Procedures 2078 BS ", as issued by Ministry of Energy, Water Resources and Irrigation of Government of Nepal.
20	If a single owner has two different companies and it bids for a project for two projects in different substations, does it falls under Conflict of Interest or not?		It falls under conflict of interest except in the provision as per Bid Addendum 2.
21	At any substation having allocated capacity of 10 MW, a Bidder can propose (i)two Five-Five MW Project , (ii)12 MW project, (iii) 9 MW Project at that substation.	3.4	It is clarified that Bidders can propose a projects up to maximum capacity as specified in Annex 13 (Details of Substation location and allocated capacity) of RFP document. However, Each Bidder shall submit their Bid towards the minimum capacity of 1 MW for distribution substations and 10 MW for Grid substations.
22	Does NEA accept new application in case total capacity of successful Bidder is less than that offered in RFP?		Evaluation will be done based on the received application within the bid submission deadline.
23	Bidder can propose multiple projects in a single substation or not? Three Bidders Bided for 50 MW, 20 MW and 10 MW at a substation having allocated capacity of 50 MW, then which Bidder gets priority?	8.4.5	Yes, but within the allocated capacity of the particular substation. Please follow the Ranking procedure as outlined in clause 8.4.5 of RFP.
24	Request to provide the land for Bay construction at delivery point by NEA	General	The land has to be managed by developers themselves. If available, NEA may provide the space at the cost of the developer.
25	Request to increase Financial Closure deadline up to 24 months from the date of PPA.	PPA	The provisions of Bid Document remain unchanged.
26	Off Grid mode of operation requested to remove for grid tied solar project.	PPA	Please refer Sl.no 8 of this Clarification.
27	Request to decrease the limit for Availability declaration up to 60% of Monthly contract energy	PPA	The provisions of Bid Document remain unchanged.

28	Request to incorporate provisions to bill for the energy supplied during Testing and Trial Period of 15 days	PPA	The provisions of Bid Document remain unchanged.
29	45 days may not be sufficient to submit the Survey license after the issuance of Lol, so requested to increase this deadline to up to 120 days.	6.13.4 (b)	Refer to S.No. 9 of Bid Addendum 2
30	Request to include Amuwa Substation in the RFP		Refer to S.No. 21 of Bid Addendum 2
31	Request to include under construction Ridi 132/33 kV substation and Ridi 33 kV station.	Annex 13	Refer to S.No. 19 of Bid Addendum 2
32	Within Palpa district, there are three numbers of Distribution Substations in operation. You are kindly requested to clarify the exact name of substation for which this RFP has been invited in Palpa District.	Annex 13	It is clarified that the Palpa substation refers to the existing Batasa 33/11 kV substation located in Palpa District.
33	There are some substation locations that have high potential for the Grid Connected Solar PV Power Project and I would like to recommend them for your kind consideration as follows: Grid Substation: i) Amarpur 132/33 kV: 20 MW ii) Basantapur 220/132/33 kV: 20 MW iii) Argali 132/33 kV: 30 MW Distribution Substation: i) Chautara 33/11 kV: 10 MW	General	Existing line & substation capacity does not support the evacuation of Power.
34	Companies having common shareholders are disqualified from entering the bid.	6.1.2. (i)(B)	Refer to S.No. 6 of Bid Addendum 2
35	Companies with common shareholders have access to each other's information Also, relationship between bidders through a common third party-advisor/consultant-is common.	6.1.2. a(iv)	Refer to S.No. 6 of Bid Addendum 2
36	RFP does not have a clear definition of Associate- whether is applicable in companies having common shareholders or not.	6.1.2 (b)	Refer to S.No. 15 of this clarification
37	Whether being a shareholder of a company which meets the technical criteria, makes other companies of the same shareholder technically eligible or not.	6.2.2	Refer to S.No. 6 of Bid Addendum 2.

38	Eligible bidders meeting the requirements and having the potential to be shortlisted could be rejected without any reason.	6.17	Kindly follow the clause 6.17.1 of RFP.
39	It is seen from the JBA format that incorporation of SPV is mandatory for Joint Bidding	Annex 7	It is Clarified that SPV is not mandatory. Refer to S.No. 16 of Bid Addendum 2.
40	Whether or not there is a minimum net worth requirement.	6.2.1 (a)	It is clarified that the minimum net worth has to be positive.
41	Whether or not the proof of investing capacity/Income source needs to be provided.	General	It is clarified that the Bidder has to submit necessary document as per RFP.
42	In case of new institution for bidding it is needs to be clarified whether LOI from Bank is required or Not		Refer to Annex 1 of Bid Addendum 2.
43	Survey license expired project having no objection from Department of Water Resource and Irrigation shall fulfill the technical criteria?	General	Expired survey license is not acceptable.
44	Request to clarify that Project having valid survey license of 5 MW could be eligible to Bid for 10 MW.		It is clarified that the Project having valid survey license of 5 MW shall be eligible to bid for 10 MW, however the Bidder should submit Survey license for the capacity of 10 MW for the same project within 90 days of issuance of LOI failing which bid security of the bidder shall be forfeited.
45	<p>As per clause no 3.3.4 it is mentioned-"Each bidder is allowed to submit a single bid only for one or more projects with cumulative capacity not exceeding 150 MW." But in clause 6.1.2(a) it is mentioned -"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</p> <ul style="list-style-type: none"> • Such bidder or associate of such bidder <ul style="list-style-type: none"> ○ Controls, is controlled by or is under common control with any other bidder or any associate thereof; or ○ Has any direct or indirect ownership interest in any bidder or associate thereof: <p>As per clause 3.3.4 a bidder and his associates can bid one or more projects up to 150 MW then two different bidders with same associates should be eligible for bid of two or more different projects. But as per clause 6.12 (a) It is a conflict of Interest. Please suggest.</p>	3.3.4 & 6.12 (a)	<p>It is clarified that the bid will not face disqualification if the direct or indirect ownership interest in another bidder or its associate thereof is below 20%.</p> <p>Refer to S.No. 6 of Bid Addendum 2.</p>

46	As per technical eligibility criteria no 6.2.2 (a) Does it mean bidder should have survey License for Generation or Generation License issued by DoED for any projects in Nepal?	6.2.2 (a)	It is clarified that the bidder shall have either the Survey License for Generation or Generation License for the same project that bidder is bidding for.
47	Request for the addition of Roshi 33/11 kV Substation located in Kavreplanchowk District, Roshi RM, Ward no 7.	Annex 13	Refer to S.No. 20 of Bid Addendum 2.
48	Request to extend the Project Commissioning deadline to 24 months and 30 months for 10 MW and more than 10 MW respectively.		The provisions of Bid the Document remain unchanged.
49	Request for the consideration of Tingla 132/33 kV substation located in Solukhumbhu District.		Refer to S.No. 19 of Bid Addendum 2.
50	Request to provide the format of Land Lease agreement and documents to be attached in this lease agreement.	General	Bidders may use their own format which shall be legally binding.
51	Single owner has two different Companies and it bids for two projects in different substations, does it falls under conflict of interest or not?		Refer to S.No. 6 of Bid Addendum 2.
52	<p>As per RFP, section 3-Introduction, 3.3 Capacity of project point no. 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. (For Bhurigaon grid substation, we already have a survey license for 5MW grid connected solar PV project) Is there any regulations to permit 5MW at this stage for grid substation?</p> <p>Is our current survey license (5MW for Bhurigaon grid substation) sufficient to qualify for bidding on 10MW projects of the same grid substation or do we need additional permits?</p> <p>As per RFP, section 6: General terms and conditions, 6.2.2 technical criteria (a) (iv), In case of land falling in National Park and reservation, recommendation/no objection letter from the Ministry of Forest and Environment shall be submitted. Does this provision apply for land that is in Buffer Zones outside the national park area?</p>		<ul style="list-style-type: none"> Projects below 10 MW are not eligible for Grid substation. Please refer the S. No. 44 of this Clarification. Bidders are requested to check the rules and regulation of government of Nepal and act accordingly

53	<p>Is energy generated from rooftop solar installed on industrial premises eligible for bidding?</p> <p>Does project require survey license from DOED?</p> <p>Can such energy be adjusted through Gross metering?</p>		<ul style="list-style-type: none"> • Eligible to submit bid provided bidder shall meet all other conditions of RFP. • Yes, Survey license is required within 90 days from the date of Issuance of Letter of Intent (LoI). However, bidders may inquire and confirm with DOED on this provision before submitting the bid. • Net billing will be done for such energy.
54	Request to increase the capacity of Kudu Substation in the RFP		<ul style="list-style-type: none"> • Refer to S.No. 22 of Bid Addendum 2
55	Requested for Extension of COD of Projects.		<ul style="list-style-type: none"> • The provisions of Bid the Document remain unchanged.



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(A Government of Nepal Undertaking)

Power Trade Department

Durbar Marg, Kathmandu Nepal

Date:....., 2024

Addendum No: 2

Request for Proposal for Grid-Connected Solar PV Power Projects (RFP No.: RFP/SOLAR/NEAPTD/2024-01)

S.No	Bidding Document Reference	Existing Provision	Revised Provision/ As amended
1.	Clause 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."	"Unless stated otherwise in RFP each Bidder is allowed to submit a single bid for one or more projects with cumulative capacity not exceeding 150 MW."
2.	Clause 6.1.1 (c) Nature of Bidding Entity	"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."	"In the event that the Selected Bidder chooses to incorporate an SPV Company, then the Selected Bidder shall subscribe and hold at least 26% (twenty six percent) of the total Equity Contribution 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."



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3.	Clause 6.1.1 (d) Nature of Bidding Entity	"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."	"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, shall subscribe and hold at least 26% (twenty six percent) of the total Equity Contribution 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."
4.	Clause 6.1.1 (e)(iv) Nature of Bidding Entity	"The Consortium shall submit a binding and enforceable JBA to NEA with its Bid, substantially in the form set out at Annex 6....."	"The Consortium shall submit a binding and enforceable JBA to NEA with its Bid, substantially in the form set out at Annex 7....."
5.	Clause 6.1.1 (e) (vii) Nature of Bidding Entity	"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."	"In case the Consortium incorporates SPV, the Consortium as whole shall cumulatively subscribe and hold at least 26% (twenty six percent) of the total Equity Contribution from the date of incorporation of the SPV until the expiry of a period of 1 year from the Project COD."
6.	Addition of Clause 6.1.2 (f) in Clause 6.1.2 (General	-	"Notwithstanding the aforementioned provisions, the Bidder/Bidders shall not be deemed to have a conflict of Interest in case where bid is submitted



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	Condition of Eligibility)		<p>through multiple Companies with common shareholding where</p> <p>(i) Company/s hold valid survey license/generation license for development of solar project in Nepal.</p> <p>(ii) Company/s shall bid solely for project/s for which license is issued.</p> <p>(iii) The maximum total capacity that can be bid in this case shall also be limited to 150 MW.</p> <p>In such case, Bidding Company shall disclose the Conflict of Interest with the other Companies in the Bidding document."</p>
7.	Clause 6.3.8 General Terms of Bidding	"....."	"Shall be deleted in its entirety."
8.	Clause 6.6.2(d) General Terms of Bidding	"The bidder has submitted more than one Bid either individually or through its associates."	"The bidder has submitted more than one Bid either individually or through its associates except as provisioned in the RFP"
9.	Clause 6.13.4 (b) (ii) Bid Security	"Submit the Survey License issued from the Competent Authority of Government of Nepal within 45 days from the date of issuance of LoI, or"	"Submit the Survey License issued from the Competent Authority of Government of Nepal within 90 days from the date of issuance of LoI, or"



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10.(a)	Clause 6.13.4 (b) (iii)	"Negotiate and conclude a draft PPA with NEA within 60 days of issuance of LoI; or"	"Negotiate and conclude a draft PPA with NEA within 105 days of issuance of LoI; or"
10(b)	Clause 6.13.4 (b) (iv)	Sign the PPA within 15 days from the date of receiving of consent from ERC on the draft PPA	Sign the PPA within 1 (one) month from the submission of Performance Security as per clause 6.14.1
11.	Clause 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."	"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, falling which NEA shall forfeit the Bid Security."
12	Clause 6.14.1 Performance Security	"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."	"Within 15 days from the date of receiving of Letter of Award (LOA) from NEA which shall be issued after receiving the consent from ERC on the draft PPA, the Successful Bidder(s) shall furnish the Performance Security in accordance with the conditions of PPA."
13.	Clause 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."	"Unless stated otherwise in RfP, each bidder is allowed to submit a single bid for single or more projects with cumulative capacity not exceeding 150 MW."

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14.	Note of Annex 3: "Format for Board Resolutions"	"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."	This provision has been removed from the Bidding Document.
15.	Annex 6:	"List of Documents to be submitted by the Bidder"	"List of Document to be submitted by the Bidder has been amended as provided in Annex-I."
16.	Annex:7, 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	"The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it may incorporate a special purpose vehicle (SPV) under the Companies Act, 2063 (2006) for entering into the Project Agreements with the relevant counterparty(ies) and



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		counterparty(ies) and for performing all its obligations in terms of the Project Agreements for the Project."	for performing all its obligations in terms of the Project Agreements for the Project."																																																
17.	Annex 10:	"Format for Bid Security"	"Format of Bid Security to be submitted by the Bidder has been amended as provided in Annex-II."																																																
18.	Annex 13: (A) Grid Substations	<table><thead><tr><th>Grid Div/ Branch</th><th>District</th><th>S.No</th><th>Substation</th><th>Voltage Ratio kV</th><th>Maximum Capacity for Solar PV Project (MW)</th></tr></thead><tbody><tr><td>Butwal</td><td>Kapilvastu</td><td>34</td><td>Chanauta</td><td>132/33</td><td>10</td></tr><tr><td>Butwal</td><td>Kapilvastu</td><td>37</td><td>Motipur</td><td>132/33</td><td>10.00</td></tr><tr><td>Attariya</td><td>Banke</td><td>51</td><td>New Nepalgunj</td><td>132/33</td><td>30</td></tr></tbody></table>	Grid Div/ Branch	District	S.No	Substation	Voltage Ratio kV	Maximum Capacity for Solar PV Project (MW)	Butwal	Kapilvastu	34	Chanauta	132/33	10	Butwal	Kapilvastu	37	Motipur	132/33	10.00	Attariya	Banke	51	New Nepalgunj	132/33	30	<p>The substation capacity has been revised as below:</p> <table><thead><tr><th>Grid Div/ Branch</th><th>District</th><th>S.No</th><th>Substation</th><th>Voltage Ratio kV</th><th>Maximum Capacity for Solar PV Project (MW)</th></tr></thead><tbody><tr><td>Butwal</td><td>Kapilvastu</td><td>34</td><td>Chanauta</td><td>132/33</td><td>20</td></tr><tr><td>Butwal</td><td>Kapilvastu</td><td>37</td><td>Motipur</td><td>132/33</td><td>50.00</td></tr><tr><td>Attariya</td><td>Banke</td><td>51</td><td>New Nepalgunj</td><td>132/33</td><td>50</td></tr></tbody></table>	Grid Div/ Branch	District	S.No	Substation	Voltage Ratio kV	Maximum Capacity for Solar PV Project (MW)	Butwal	Kapilvastu	34	Chanauta	132/33	20	Butwal	Kapilvastu	37	Motipur	132/33	50.00	Attariya	Banke	51	New Nepalgunj	132/33	50
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19.	Annex 13: (A) Grid Substations	-	<p>"Following substation are added to the Annex 13, A. Grid Substation of the Bid Document"</p> <table><thead><tr><th>Grid Div/ Branch</th><th>District</th><th>S.No</th><th>Substation</th><th>Voltage Ratio kV</th><th>Maximum Capacity for Solar PV Project (MW)</th></tr></thead><tbody><tr><td>Duhabi</td><td>Terhathum</td><td>6.1</td><td>Basantapur</td><td>220/132/33</td><td>20.00</td></tr><tr><td>Butwal</td><td>Palpa</td><td>28.1</td><td>Ridi*</td><td>132/33</td><td>10.00</td></tr><tr><td>Duhabi</td><td>Solukhumbhu</td><td>6.1</td><td>Tingla</td><td>132/33</td><td>10.00</td></tr></tbody></table> <p>"Note: Project Connecting at Tingla substation shall be subjected to the dispatch instruction of NEA. In such case NEA shall not pay any compensation for undelivered Energy. "</p>	Grid Div/ Branch	District	S.No	Substation	Voltage Ratio kV	Maximum Capacity for Solar PV Project (MW)	Duhabi	Terhathum	6.1	Basantapur	220/132/33	20.00	Butwal	Palpa	28.1	Ridi*	132/33	10.00	Duhabi	Solukhumbhu	6.1	Tingla	132/33	10.00																								
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Duhabi	Solukhumbhu	6.1	Tingla	132/33	10.00																																														



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							"The total of Grid Substations shall be read as 1500.00 MW"																																																
20.	Annex 13: (B) Distribution Substations (33/11 kV)	<table><tr><th>Provincia l Office</th><th>District</th><th>S.N.</th><th>Name</th><th>Maximum Capacity for Solar PV Project (MW)</th></tr><tr><td rowspan="4">Madhes</td><td>Siraha</td><td>14</td><td>Bhardaha S/S</td><td>10.00</td></tr><tr><td>Siraha</td><td>15</td><td>Rajbiraj S/S</td><td>10.00</td></tr><tr><td>Siraha</td><td>17</td><td>Rupni S/S</td><td>10.00</td></tr><tr><td>Siraha</td><td>18</td><td>Bode Barsain S/S</td><td>5.00</td></tr></table>					Provincia l Office	District	S.N.	Name	Maximum Capacity for Solar PV Project (MW)	Madhes	Siraha	14	Bhardaha S/S	10.00	Siraha	15	Rajbiraj S/S	10.00	Siraha	17	Rupni S/S	10.00	Siraha	18	Bode Barsain S/S	5.00	<table><tr><th>Provincial Office</th><th>District</th><th>S.N.</th><th>Name</th><th>Maximum Capacity for Solar PV Project (MW)</th></tr><tr><td rowspan="4">Madhes</td><td>Saptari</td><td>14</td><td>Bhardaha S/S</td><td>10.00</td></tr><tr><td>Saptari</td><td>15</td><td>Rajbiraj S/S</td><td>10.00</td></tr><tr><td>Saptari</td><td>17</td><td>Rupni S/S</td><td>10.00</td></tr><tr><td>Saptari</td><td>18</td><td>Bode Barsain S/S</td><td>5.00</td></tr></table>					Provincial Office	District	S.N.	Name	Maximum Capacity for Solar PV Project (MW)	Madhes	Saptari	14	Bhardaha S/S	10.00	Saptari	15	Rajbiraj S/S	10.00	Saptari	17	Rupni S/S	10.00	Saptari	18	Bode Barsain S/S	5.00
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21.	Annex 13: (B) Distribution Substations (33/11 kV)	-					"Following substation are added to the Annex 13, B. Distribution Substation (33/11 kV) of the Bid Document"																																																
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Annex- I

Amended Annex 6: List of Documents to be submitted by the Bidder

No.	Particulars	Requirement	Remarks
1	Valid Survey License or Generation License issued by GoN as mentioned in RFP.	These documents should be submitted (i) if Bidder wishes to be qualified according to Clause 6.6.2(a)(iii) of Bidding Document at the time of Bid Submission. (ii) by successful Bidder within 90 days after Issuance of LoI if the Bidder to be qualified other than Clause 6.6.2(a)(iii) of bidding document	PDF
2	Company Registration Certificate.	Mandatory	
3	PAN/VAT Certificate.	Mandatory	PDF
4	Company's Article of Association (Prabandha Patra)	Mandatory	PDF
5	Company's Article of Memorandum (Niyamawali)	Mandatory	PDF
6	Letter of Intent from Financial Institution or Bank (stating it will make a loan to the Company)	This documents should be submitted at the time of signing of draft PPA by the successful Bidder.	PDF
7	Availability of land for Project Development as mentioned in the RFP	This documents should be submitted (i) if Bidder wishes to be qualified according to Clause 6.6.2(a)(iv) of Bidding Document at the time of Bid Submission.	PDF



Annex-II

Amended Annex 10: Format of 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 90 days from the date of issuance of LoI, or



A large, stylized handwritten signature in dark ink, located in the bottom right corner of the page.

- iii. Negotiate and conclude a draft PPA with NEA within 105 days of issuance of LoI; or
- iv. Sign the PPA with NEA within one month from the date of submission of Performance Security; or
- v. Extend the validity period of Bid Security upon receiving the LOI until the final PPA is signed.

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.]

BP

[Handwritten signature and initials]

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

