



ISO 9001-2000,  
ISO 140 01-1996  
OHSAS 18001-1999

**NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)  
**OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)**  
BROOKLAND COMPOUND, LOWER NEW COLONY  
SHILLONG -793003, MEGHALAYA

Website: [www.neepco.gov.in](http://www.neepco.gov.in) Email:- [contract\\_neepco@yahoo.com](mailto:contract_neepco@yahoo.com)  
PHONE: 91-364 2224582 / 2222 578, FAX: 91 364 2222928

**No.: QP/C&P/F/E/Monarchak/Solar/1185/ 1692**

**Date:12/12/12**

**To**

1. Anubhavamohanty27@gmail.com,
2. prerit@transcendal.com
3. biswanath.hazra@bajajelec.com
4. kaushal.gaur@empireindia.com
5. ananta@senitih.in
6. shrinibashrao.t@lancogroup.com
7. atharva.shah@tbeaindia.com
8. amitavaroy@bhelindustry.com
9. piyandas@waaree.com
10. bdev@statensolar.com
11. metalmoulders@rediffmail.com
12. mktg\_bop@tecprosystems.com
13. tenders@unityinfra.com
14. sales.mumbai@empireindia.com
15. chandrani.dutta@vikramsolar.com
16. upasana@godrej.com
17. amittendernews@gmail.com
18. service@macupsnpc.com
19. ulogdeta1@vsnl.net
20. vikramshenoy@sterlingwilson.com
21. riteshrb@sterlingwilson.com
22. princeagromavhinery5@gmail.com
23. barunkumar@gamesacorp.com
24. mespanol@grenergy.eu
25. animeshk@Intecc.com
26. biswajitt2002@yahoo.com
27. shivjyoti@bhelindustry.com
28. chetan.mohindra@lancogroup.com
29. prerit.damani@prime-energy.in
30. kumarankit@kecrpg.com
31. adnaik.umesh@twincity.co.in
32. ashwin@emgeeindia.com
33. m\_c\_imcc@yahoo.com
34. csdave101@gmail.com
35. tenders@gkcpl.com
36. guwahatioffice@ivrinfra.com
37. gaurav@gnggroup.com
38. info@assampetroleumltd.com
39. sudershan.gupta@jakson.com
40. s.nisheeth@juwi.in
41. Souheil.Sabbagh@na.canadian-solar.ca
42. ra@kohimaenergy.com



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PHONE: 91-364 2224582 / 2222 578, FAX: 91 364 2222928

43. tanmay.sinha@tatapowersolar.com
44. doddaharikrishnareddy@gmail.com
45. solarpower@meilgroup.in
46. akash.vora@indosolar.co.in
47. bs@shansolar.com
48. avijit@xlenergy.com

Sub: **Commercial Clarification against NIB-71 dated 02/11/2012, EPC contract for setting up of 5 MW Grid Interactive Solar PV Power Project at Monarchak, Tripura.**

Dear Sir,

With reference to the above, please find attached Annexure-I, i.e. NEEPCO's clarification to the queries raised by a prospective bidder in respect of our NIB No 71 dated 02/11/2012 for the EPC contract of 5 MW Grid Interactive Solar PV Power Project at Monarchak, Tripura.

Thanking You,

Yours faithfully,

( N.Chakraborty )  
Executive Director  
Contracts & Procurement

## ANNEXURE-I

Sl.No.	Clause No.	NEEPCO Tender Says	Bidder's Query	NEEPCO's Reply
1	Vol-6, Form & Schedules, DATA SHEET-1: Similar Experience / Work Commitments	The necessary certificates from concerned Authority must be furnished in support of each work completed or presently at hand	100% Payment proof will not do as the balance payment is always done after satisfactory installation	DATA SHEET-1 : Similar Experience / Work Commitments must be submitted as per format given along with all necessary certificates as mentioned. Proof of payment needs not be furnished.
2	Vol-6, Form & Schedules, DATA SHEET-1 to 16	Data Sheet format provided in Vol-6 of the Bid Documents	Do I have to necessarily provide all the details EVEN if few parameters prove the required financial strength?	Bidder to provide all details as per format of the DATA SHEETS given in Vol-6 of the Bid Documents.
3	Vol-6, Form & Schedules, DATA SHEET-1 to 17	Data Sheet format provided in Vol-6 of the Bid Documents	Is it correct to assume, the required financial strength is equal to the value of the project.	Query is not specific to any part of the Bid Document. Bidder to provide details as per format of the DATA SHEETS given in Vol-6 of the Bid Documents.
4	Price Schedule-H : Schedule of Prices for operation & Maintenance for a period of one	Price Schedules format provided in Vol-6 of the Bid Documents.	Any benchmark man-day cost for different skillsets of manpower available with NEEPCO	Query is not specific to any part of the Bid Document. Bidder to quote their prices as per price schedule provided.

	year.			
5	13.0 “ Liquidated Damage” of Vol-I., Sec-III, Part A , GTC page 20 of 53	A. For supply : In case of delay in supply of equipments beyond the contractual supply programme, deduct ½ % (half percent)of the contract price for supply per week or part thereof of delay subject to a maximum of 10% (ten percent) of the contract price for supply.	½ % per week, subject to a maximum of 10% means a total delay of 20 weeks?	LD shall be recovered at the rate mentioned in LD Clause subject to a maximum of 10% of the contract price for supply.
6	13.0 “ Liquidated Damage” of Vol-I., Sec-III, Part A , GTC page 20 of 53	<p><b>A- For supply :</b> In case of delay in supply of equipments beyond the contractual supply programme, deduct ½ % (half percent)of the contract price for supply per week or part thereof of delay subject to a maximum of 10% (ten percent) of the contract price for supply.</p> <p><b>B- For Civil, Architecture &amp; Structural works :</b> In case of delay in supply of equipments beyond the contractual programme, deduct ½ % (half percent)of the contract price for Civil, Architecture &amp; Structural works per week or part thereof of delay subject to a maximum of 10% (ten percent) of the contract price for Civil, Architecture &amp; Structural works</p> <p><b>&amp; C - For Erection, Testing &amp; Commissioning :</b> In case of delay in supply of equipments beyond the contractual programme, deduct ½ % (half percent)of the contract price for Erection, Testing &amp; Commissioning per week or part thereof of delay subject to a maximum of 10% (ten percent) of the contract price for Erection, Testing &amp; Commissioning</p>	This is the case with supply / civil /erection & commissioning amounting to 60 weeks of delay which I think is in contradiction to the total delivery schedule	<p>LD shall be recovered at the rate mentioned in LD Clause subject to a maximum of 10% of the contract price of either Supply , Civil, Architecture &amp; Structural works and Erection &amp; Commissioning where ever the delay occurs for the schedule agreed which may be either delay in Supply or Civil &amp; Architecture or Erection &amp; Commissioning.</p> <p>Clause No.13.0 (G) of Vol-I, Sec-III, Part-A , GTC may also be referred.</p>
7	42.3 “Terms of	<b>(a) For Supplies:</b>	Since NEEPCO already	Bid stipulations will

	<p>Payment” of Vol-I, Sec-III, Part-A, GTC page 40 of 53</p>	<p>(i) 10% (ten percent) of the total Ex Works/CIF price for supply shall be paid as non-recoverable down payment on submission of Bank Guarantee of equivalent amount, along with interest at the rate of 1.5% (one and half percent) above BPLR of State Bank of India, as per the Proforma of Bank Guarantee ( Volume-6, Section -IV), with validity period upto 90 (ninety) days after the scheduled date of successful completion of trial operation, which will be subject to fulfillment of the following conditions.</p> <p>(a) Unconditional acceptance of the LOI, Detailed Work Order.</p> <p>(b) Submission of Contract Performance Bank Guarantee and acceptance thereof.</p> <p>(c) Submission of L1 network indicating therein, various key phases of work such as, but not limited to design/drawing approval, manufacture, testing at manufacturer’s works, transportation, receipt at final destination site.</p> <p>(d) Billing Break Up and its approval.</p> <p>(e) Signing of the Contract Agreement.</p> <p>(f) Submission of Drawing Submission Schedule, which shall form a part of the Contract Agreement.</p> <p>The value of the Bank Guarantee against Down Payment shall be allowed to be reduced every 3(three) months in proportion to the value of materials received at site. The Bank Guarantee</p>	<p>holds 10% as bank guarantee, can NEEPCO release 75% against proof of dispatch?</p>	<p>prevailed.</p>
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		<p>shall automatically become null and void and discharged when the Bank Guarantee amount is reduced to zero. However, validity of Bank Guarantee shall be valid till such time the subsequent Bank Guarantee for reduced amount is received and accepted by the Purchaser. Moreover, all the Bank Guarantees, except the 1<sup>st</sup> (First) Bank Guarantee shall be accepted by the Engineer In-Charge.</p> <p>(ii) 65% (sixty five percent) of Ex Works/CIF Price along with all applicable taxes and duties shall be paid on despatch and production of the following documents to the consignee:-</p> <p>(a) Proof of despatch (Lorry receipt / railway receipt)</p> <p>(b) Contractor's detailed Invoice.</p> <p>(c) Detailed packing list.</p> <p>(d) Test certificate and / or duly approved inspection certificate, or proof of waiver of inspection / tests.</p> <p>(e) Proof of despatch clearance certificate.</p> <p>(f) Documentary evidence against payment of Taxes and Duties.</p> <p>(iii) 15% (fifteen percent) of Ex Works/CIF Price shall be paid on receipt of materials at site in full and good condition, and duly certified by the Engineer-in-charge.</p> <p>Balance 10% (Ten Percent) of the total EX Works/CIF Price shall be paid after "Final Acceptance" of the entire plant/equipment.</p>		
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