

**Commercial Queries of prospective bidder:**

Sl.No.	Clause No.	NEEPCO's Specifications	Bidder's Query	NEEPCO's Clarification
1	ITB, Vol-1, Sec-II, Clause No. 20	“The successful Bidder shall submit a comprehensive list of all the goods to be imported into India under the Contract to enable the Purchaser to obtain the import license with endorsement of Project Imports for availing concessional rate of Customs and Import duties, if any. Additional liability of Customs and Import duties or penalty thereon, due to any discrepancy in the said list of goods or due to any other lapse of the contractor in this regard, shall be to the account of the Contractor”.	Tender document doesn't talk about getting exemption on Excise duty or MNRE Exemptions, please clarify it can be processed.	All MNRE exemptions like concessional custom duties & Excise duty exemptions shall be applicable to this tender.
2	GTC, , Vol-1, Sec-III, Part-A, Clause No. 33.10	“The Contractor should warrant for each block the output of Solar Module(s) for at less 90% of its actual capacity or requisite capacity (which lower) after initial 10 years & 80% of its actual completion of Performance Guarantee Tests.”	We request NEEPCO to change this clause as “The Contractor should warrant for each block the output of Solar Module(s) for at least 90% of its actual capacity or requisite capacity (whichever is lower) for the initial 10 years & 80% of its actual capacity or requisite capacity (which is lower) for the remaining years limited to 25 years from the completion of Performance Guarantee Tests.	Bids Stipulations shall prevail.
3	GTC, , Vol-1, Sec-III, Part-A & ITB, Vol-1, Section-II, Clause No. 34.0 & 22.1.1	“If the contractor falls to achieve guaranteed annual energy of 8.322 MU (19% CUF) in the first year, for the reasons	There is a discrepancy between the amount mentioned in words & Digits.....kindly clarify.	Please refer pre-bid minutes dated 20/12/12. details available in our website.

		<p>attributable to the contractor, penalty will be levied at the rate of Rs.215.8 (Rupees two hundred, fifteen and eight paisa) only per KWH for the shortfall in energy from the guaranteed value.” AND to bring the bidders satisfying the technical &amp; commercial requirements at par during evaluation, loading at the rate of INR 107.9 (Rupees one hundred seven and nine paisa) only per KWH (Kilo Watt Hour) for equating the guaranteed output offered from the Solar Power Plant with respect to the minimum annual power generation of 8.322 MU as base. (Clause No.17.0 of Vol-2, Part-I, General Tech. Information.</p>		
4	GTC, , Vol-1, Sec-III, Part-A/ Clause No. 34 & 33.10	<p>“If the contractor fails to achieve guaranteed annual energy of 8.322 MU (19% CUF) in the first year, for the reasons attributable to the contractor, penalty will be levied at the rate of Rs.215.8 (Rupees two hundred, fifteen and eight paisa) only per KWH for the shortfall in energy from the guaranteed value <b>AND</b> If, Module(s) fall(s) to exhibit such output at the end of 10 years, the Contractor will either compensate the purchaser with an amount equivalent to the</p>	<p>If is well understood from the tender documents clause 34.0, the LD rate @ 215.8 Rs/KWH is computed based Net Generation Value, however it is again insisted to compensate because of such performance, please clarify this dual penalty clause.</p>	<p>Please refer pre-bid minutes dated 20/12/12. details available in our website</p>

		loss of revenue from the 11 <sup>th</sup> to 25 <sup>th</sup> year which shall be calculated based on Net Present Value of amount of loss of revenue from 11 <sup>th</sup> to 25 <sup>th</sup> year discounted at the rate of Purchaser's cost of capital.		
5	General		Kindly specify the value of Non-Judicial stamp paper on which the EMD bank guarantee shall be executed.	Value of not less than Rs100/-
6	General		Is High sea sale transactions for importing equipments are possible under this contract.....?	High Sea Sale agreement will not be possible.
7	General		We understood from the Tender documents as EPC bidder we can make a collaboration with a module manufacturer who are from out side the country, please confirm.	Bidders can collaborate with a module manufacturer who is manufacturing in India or overseas.
8	General		Please confirm whether an EPC bidder can team up with more than one Module Manufacturer as associate to participate in the tender. Please confirm whether one Module manufacturer can make associate with Multiple bidders on the same tender.	Please refer Corrigendum No 2 dated 19/11/2012
9	General		Can a module manufacturer be a bidder directly to NEEPCO and at the same time sign a deed for associate with other EPC bidder. Please confirm.	Please refer Corrigendum No 2 dated 19/11/2012 Please refer clause 4.12 of Vol-I, Sec-II, Instruction to Bidder.
10	General	CVs of key personnel	As a standard document, we would like to submit the Data Sheet 4A in our format. We request you to confirm the same.	Data Sheet 4A to be submitted as per format given.

11	General	Payment Terms and Mode of Payment	Please provide the details of NEEPCO e-payment procedures and methods, we would like also clarify whether any LC will be opened on name of Contractor, if so please confirm.	Mode of payment will be done as per clause 42.2 of vol-I, Sec-III, Part-A.  No LC will be opened on the name of the Contractor.
12	GTC/Vol-I/Sec-III/Part-B/ Clause No.3.2	“All registration, permission, inspection, rights etc required for the execution of the contract shall be arranged by the contractor at his own cost.”	What all are the permits & approvals need to be taken by contractor....?? Kindly elaborate.	The Bidder has to ascertain as to what are the registration, permission, etc which are mandatory as per the Govt. Of India and the Govt. of Tripura or any other agency.
13	ITB/Vol-I/Sec-II/Clause No.11.2	“This Bid Guarantee shall be made payable without any condition to the Purchaser. The Bid Guarantee shall be valid for a minimum period of 240(two hundred and forty) days and 4(four) weeks thereafter from the date set for opening of Bids.”	Do we need to extend the EMD validity, if the date of opening of the bid is extended....?	The EMD validity has to be extended if the date of opening of bid is extended.
14	GTC/Vol-I/Sec-III/Part-A/ Clause No.2.4	Order of Priority	What does the contract data means in order of priority ? Please clarify.	Contract datas means any datas provided in the bid documents.
15	GTC/Vol-I/Sec-III/Part-B/ Clause No.20.2	On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation of 1(one) month or as directed by the Engineer-in-charge.	Initial operation shall be clarified/declared better, request you to please revise the clause.	Bid stipulations shall prevail
16	GTC/Vol-I/Sec-III/Part-A/ Clause No.9.0	Time – The essence of Contract	We would like add one more clause under time as below. Any contractor delay or contractor failure to meet the milestone agreed by the parties in the contract caused by Employer/Engineer-	Bid stipulations shall prevail.

			in-charge failure for acquiring / providing legal & physical possession of site & right of access to site will be liability of owner and the contract shall be entitled to request add extension of delayed time.	
17	GTC/Vol-I/Sec-III/Part-B/ Clause No.34	No extension of completion time shall be granted on account of heavy monsoon	We request NEEPCO to evaluate a period of extension of time after taking into consideration the nature of the work delays and practicability of its execution during the period of extension since this condition may fall into 'flood', unusually severe weather as given in clause 41.3 Force Majeure.	Bid stipulations shall prevail.
18	ITB/Vol-I/Sec-II/ Clause No.18.7	The rate quoted by the bidders for construction works shall be inclusive of forest royalty, monopoly tax, mahal charges, octroi, work contract tax (wherever applicable).	Please clarify these taxes and its implications in the contract.	Bidder to fully inform himself of all conditions. The bidder may please refer clause no. 1.8 & 1.9 of Vol-I, Sec-II, ITB page 5 of 41
19	NIB/Clause No.1.6	"They shall submit at least 3(three) copies of their completed audited Annual Reports for the last 3 (three) years"	Since the bid document shall be submitted in 3 copies. We understand that along with each bid copy only one copy of the audited financial annual reports for the last three years have to be attached.	Noted.
20	General	Corrigendum No. 2	It is observed that the submission date is extended to 02.01.2013, please confirm when the bid shall be opened.	Please Refer Corrigendum No 3, the last date is extended upto 11/01/13 and Techno-Commercial bid will be opened on the same day.
21	ITB/Vol-I/Sec-II/ Clause No.22.2.2	Deviations from or objections or reservations to critical provisions such as those concerning performance security, warranty, force	As acceptability / non acceptability of the deviation from the General Terms and Conditions, Technical Specifications and the Bid Drawings, as contained in the Bid documents, shall	Bid stipulations shall prevail

		majeure, payment terms, completion time, applicable law and taxes & duties will be deemed to be a material deviation.	be judged by the Purchaser, we request you to consider these deviations are not liable for bid rejection rather it can be evaluated by the Purchaser we also observed there is a deviation schedule in bid document which.....	
	ITB/Vol-I/Sec-II/22.2/ Clause No.9	All bidders are cautioned the bids containing any deviation from the basic parameters in respect of General Terms and Conditions, Technical Specification and the Bid Drawings, as contained in the Bid documents, are liable for rejection.		Bid stipulations shall prevail
22	GTC/Vol-I/Sec-III/Part-A/ Clause No.33.3	In the event of emergency where, in the judgment of the Engineer-in-charge, delay would cause serious loss or damage, repairs, replacement, rectification, adjustment etc. may be done by the Engineer-in-charge or by any other Agency chosen by the Engineer-in-charge at the cost of the contractor and without any advance notice to the contractor.	We request NEEPCO to revise this clause as the contractor will be notified with an advance notice in case of other Agency chosen by Engineer-in-charge.	Bid stipulations shall prevail
23	GTC/Vol-I/Sec-III/Part-A/ Clause No.42.1.2	Payments for foreign currency portion of the contract price will be made in US Dollar, Japanese Yen, Swiss Francs, Euro etc. whichever is applicable. The Indian Rupee portion of the contract price stated in the contractor's bid will be paid in Indian Rupees.	We observed the given two clause are inconsistent, please re confirm the clause.	Bid stipulations shall prevail
24	ITB/Vol-I/Sec-II/	Unless otherwise provided, all		Bid stipulations shall prevail

	Clause No.13.17 (a)	reference of sums of money shall refer to Indian Currency and all payments by the Corporation under the Contract shall be made in Indian Currency.		
25	GTC/Vol-I/Sec-III/Part-A/ Clause No.48.4	If any equipment that fails more than 2(two) times during warranty period, such defective equipment/components/parts/sub parts shall be replaced. However, defective electric motors shall be replaced and not repaired.	We request NEEPCO to revise or omit this clause as Defective equipments shall be repaired or replaced depends on the defect and condition of the equipment installed at site.	Bid stipulations shall prevail
26	GTC/Vol-I/Sec-III/Part-A/ Clause No.55.2	In the event of the contractor not being able to supply the materials/equipments or carry out the work and services in accordance with the terms of the contract, the purchaser shall have the right to recover any payments made from the contractor and or from his assets etc.	Please clarify the word 'asset' referred here.	Assets means contractors construction plant and equipments mobilized by the contractor for execution of the works.
27	GTC/Vol-I/Sec-III/Part-B/ Clause No.14.1	Facilities to be provided by the contractor.....These tools and tackles shall not be removed from the site without the written permission of the Engineer-in-charge.	This clause talks about removal of Tools & Tackles from site, we feel we would not require Employer consent for reasons attribute to our own concern. Hence we request you to remove this clause.	Bid stipulations shall prevail
28	General		Please suggest the expected of date of award of contract in order to evaluate the working conditions on monsoon periods.	
29	General		Is there any clauses for changes in	Taxes & Duties will be as per clause 20.0 of Vol-I, Sec-II,

			Taxes/duties and laws, please advise.	ITB
30	GTC/Vol-I/Sec-III/Part-A/ Clause No.17	“The purchaser reserves the right to terminate the contract either in part or in full due to reasons other than those mentioned under the clause entitled ‘contractor’s default’. The purchaser, shall, in such an event, give 15(fifteen) days notice in writing to the contractor of his decision to do so.”	The employer shall return the original Bank Guarantee submitted under the contract and also return the indemnity bond subject to the contractor and refund unadjusted advance amounts.	Bid Stipulations shall prevail.
31	GTC/Vol-I/Sec-III/Part-A/ Clause No.17	Termination	We would like add one more clause under Termination as “Termination by contractor’ which can be further read as below: (a) If the Employer has failed to pay the contractor any sum due under the contract within specified period, has failed to approve any invoice without just cause pursuant to payment terms of the contract agreement, the contractor may give a notice to the employer that requires payment of such sum, requires approval of such invoice or supporting documents, as the case may be. If the employer fails to pay such sum, falls to approve such invoice or supporting documents or give it reason for withholding such approval within 14 days after receipt of contractor notice.	Bid Stipulation shall prevail.



			(b) The contractor is unable to carry out any of its obligations under the contract for any reason attributable to employer.	
32	GTC/Vol-I/Sec-III/Part-B/ Clause No.2.1	“The Corporation will provide at the work sites the Right-of-Way for permanent works or installations, the site for contractor’s colony, ditches and Right-of-Way for access thereto over routes established by the Engineer-in-charge. The contractor will be permitted to use such right exclusively for execution of the contract. The contractor shall supply to the Corporation, after the award of the contract, the exact details of the land required by him for the work at the sites”	We understood from the bid documents, all rights of way works will be taken care by NEEPCO. Please confirm.	Right of Way shall be taken care off as per Bid stipulations.
33	GTC/Vol-I/Sec-III/Part-B/ Clause No.25	“The contractor shall obtained all risk insurance policies adequately covering the total risk of transportation of the materials and equipment to be supplied by him under the contract, and will obtain storage-cum-erection policy for the materials and equipments to be erected by him under the contract, in the joint names of the purchaser and the contractor, and to be kept valid till the plant and equipment is taken over by the owner.”	We understand that NEEPCO will take care of the insurance requirement of the plant during the O&M period. Kindly confirm please proved Force Majeure conditions for O&M.	Insurance during O&M will be the responsibility of NEEPCO.

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1	Detailed NIB & Corrigendum No.2 dated 19.11.2012 Clause No. 1.1 (c)	Individual Company/Firm satisfying the requirements at 1.1 (b) who is associating / collaborating with Solar PV cell manufacturer meeting the above requirements at 1.1(a), shall also be eligible to bid for this contract.	This being a supplementary clause to meet the QR stated under clause 1.1(a), Bidder shall be allowed to Associate with a Solar PV Module Manufacturer as stated under clause 1.1(a). Instead of the Solar PV Cell manufacturer as stated herein. Kindly request NEEPCO to clarify. Further most of the manufacturers of Solar PV Modules in India import cells for manufacturing the Solar PV Modules and hence would not be able to participate in the bid with this kind of restrictive clause.	Bid Stipulations shall prevail. Bidder can associate with a Solar PV Cell / Module manufacturer.
2	Detailed NIB Clause No.1.2(a)  Volume-I, Section-II ITB	Average Annual Financial Turnover should be at least INR 186 Million (Indian Rupees One hundred and eight six Million) only or equivalent USD/EURO/ Japanese Yen during the preceding 3(three) years.  The Annual Turnover	Average Annual Turnover for three years would mean the average of total turnover of the firm over the period of three years and not on an individual year basis. It seems that clause 6(c) of ITB is suggesting that the turnovers are being taken individually for each year instead of average turnover across three years. Kindly request NEEPCO to rectify the evaluation guideline clause 6(c) of ITB.	Bid Stipulations shall prevail.  As stipulated in the Bid Document Average Annual Turnover for three tears will be considered and not for each year individually

	Section No. 6(c) Page 36 of 34	from Contract shall be evaluated as per the 1/3 <sup>rd</sup> of 10 points per year. The evaluation shall be done against this item for the preceding 3(three) years. The turnover of preceding years shall be brought to current price level by considering on average inflation rate of 5% per year.		
3	Clause No.13.3(a) (iii), Volume-I, Section-II-ITB Page 16 of 41	Every page of original Bid documents (all volumes of Bid documents), shall be signed and sealed and submitted.	Request NEEPCO to clarify whether Bidder needs to submit 3 copies of the signed Bid Documents issued by NEEPCO as well or 1 original is sufficient.	Bidders to submit 1( one ) original and 3 (three) copies. Every page of the original and the copies shall be signed and sealed.
4	Clause No.13.8, Volume-I, Section-II-ITB Page 17 & 18 of 41	Each Bid will have to be submitted either personally or by Registered post in a sealed envelope addressed to:	Request NEEPCO to allow submission of bids using couriers in addition to registered post.	Bidders may submit their bids personally or by registered post or courier service.
5	Clause No.20.0, Volume-I, Section-II-ITB	Taxes and Duties	Request NEEPCO to provide all support or documentation required for reducing the tax impact on Bidder or Customer e.g. "C" Forms, High Sea Sales Agreements.	Bids stipulations shall prevail.  Corporation will issue 'C' Forms as stipulated in the Bid document.
6	Clause No.20.1.2,	The successful Bidder	Concessional Custom Duty and Excise	Noted.

	Volume-I, Section-II-ITB	shall submit a comprehensive list of all the goods to be imported into India under the Contract to enable the Purchaser to obtain the import license with endorsement of Project imports for availing concessional rate of Customs and import duties, if any.	Duty Exemptions will be considered in our offer and will be availed as per MNRE guidelines and NEEPCO will provide necessary documentation for the same.	
7	Clause No.22.1.1.(c), Volume-I, Section-II-ITB Page 29 of 41	Bidders offering an output of 5 MW, but a total annual cumulative energy less than 8.322 MU (Million Unit) shall not be considered for evaluation and shall be rejected.	The total annual cumulative energy of 8.322 MU specified needs to be revisited as the estimated energy generation for 5 MW as per the PVSYST simulation itself is 7.01 MU as per NASA insolation data and 7.5 MU as per Meteorological insolation data provided in the tender.	Bid Stipulation shall prevail.  Please refer pre-bid meeting dtd. 20/12/12. available in our web site.
8	Clause No.23.1, Volume-I, Section-II-ITB Page 40 of 41	Prior to award of the Contract to the successful Bidder, the Bidder shall make arrangement for the Purchaser's representatives ( Max five members) for visit & inspection of his manufacturing facilities, his vendor's works etc.The cost for	The Contractor shall arrange for such visits but the related cost of such visits shall be borne by Purchaser.	Bid stipulation shall prevail.

		such visits like, traveling expenses to & fro by Air/rail/road including lodging & boarding expenses shall be borne by the Bidder.		
9	Clause No.13.0, Volume-I, Section-III, Part-A-General Terms and Conditions, page 20 of 53	Liquidated Damage	Request NEEPCO to impose LDs for delay only in case of delay in Completion and not individually for supply, civil, architectural and structural works, and for erection, testing and commissioning as proposed under this clause. Further Liquidated Damage shall be 0.5% of the Contract price for each calendar week or part thereof by which the completion is delayed beyond the Time for Completion or such agreed extensions, subject to a maximum of 5% of the Contract Price. Request NEEPCO to revise the LD clause accordingly.....	Bid Stipulation shall prevail.
10	Clause No.33.1, “ Guarantee/Warranty” Volume-II, Part-A-General Terms and Conditions Page 34 of 53	Solar PV Modules: Modules shall be warranted for a minimum period of 25 years in the Bidder’s detailed Warranty Guarantee clause which shall be furnished.	This will be in the form warranty for PV Module Power Output – 90% of nominal / minimum power output at the end of 10 years and 80% at the end of 25 years.	Bid stipulation shall prevail.
11	Clause No.14.02(d), Volume-II, Part-I-General Terms and Conditions	“Base Generation” for a year will be the guaranteed generation	There is no format provided in the tender to fill the quoted generation. Request NEEPCO to furnish one	Please refer pre-bid meeting dtd. 20/12/12. available in our web site.

		for a year quoted by the bidder in the Technical formats by taking into account the actual average global solar radiation measured by the calibrated pyranometer for every months at step-1. In our case it will be minimum 8.322 MUFi.e. 19% CUF)	<p>please.</p> <p>Further Bidder cannot quote Base Generation by taking into account the “actual” average global solar radiation as actual data will be available only in the future. Request NEEPCO to clarify this please.</p> <p>The usual practice is that the Bidder will quote estimated generation simulated from PVSYST using insolation data for the site in question from either NASA or METEONORM database. The quoted generation is the adjusted as per actual insolation at site to arrive at Base.</p>	
12	Annexure-I, Volume-V, Data Sheet	Schedule of spare parts. The bidder is to give below the prices of spare parts as per item No.4 of schedule of requirements and any additional spares which be recommends for 5 years of normal....	Item No.4 of Schedule of Requirements does not correspond to spare parts. Request NEEPCO to clarify please.	Bidders shall indicate spares as stipulated in clause 2.13 of vol-3, schedule of requirement
13	Volume-VI, Section-I, Bid Forms & Other Forms, Form A- Bid form	To be stamped in accordance with Stamp Act.	Request NEEPCO to clarify whether the Bid Form needs to be taken on a stamp paper as the usual practice is to have the same on Bidder’s Official Letterheads. If yes Kindly confirms the stamp paper value for the same please.	On non judicial Stamp paper of value not less than ` 100/-

14	Volume-VI, Section-I, Bid Forms & Other Forms, Form D- Power of Attorney Form & Annexure-(A2)-DJU		Request NEEPCO to confirm whether Power of Attorney and DJU need to be on Stamp paper please.	On non judicial Stamp paper of value not less than ` 100/-
15	Clause No. 20. Credit Line Instruction. Volume-VI, Section-II, Commercial Data Sheets.	(list names of institutions and maximum Credit Line: attach respective letters from sureties)	Request NEEPCO to provide more clarify on this requirement. Is this pertaining to unutilized credit limit of the Bidder and if so what is the minimum value for the Bidders.	It is to clarify that credit limit means credit limit sanctioned and balance unutilized credit line of the bidder as certified by the bank
16	Clause No. 21. Current Solvency Certificate. Volume-VI, Section-II, Commercial Data Sheets.		Request NEEPCO to clarify the minimum value for this tender.	Solvency Certificate to be issued by the bank on the basis of the bidder's financial position and not on the value of the bid. as certified by their Banker.
17	Schedule-I for domestic Bidders. Volume-III, Section-III, Price Schedule		Schedule-I contains only a few items of all the items indicated under other price schedule for ex: PG Test, O&M, Bought out items, Imported items etc are missing. Request NEEPCO to revise this .....	Bidder shall submit as per format i.e. schedule-I of vol-6 which shall include/ incorporate PG-Test, O&M, Bought out items, Imported items mandatory spares etc.
18	All price Schedules for Domestic Bidders Volume-III, Section-III, Price Schedule		It is not clear whether Bidder has to quote Tax inclusive price or tax exclusive price in all the schedules and also there is a separate schedule-1 for indicating taxes / duties. Kindly request NEEPCO to clarify and make it clear as to which schedules need to	Clause 18.0 (c) Price Basis may be referred where is clearly written that "In case of bought out items, all applicable Taxes and duties shall be included in the quoted price as per Price

			be tax inclusive and which schedules need to be tax exclusive.	Schedule-A2. However applicable rates and amount considered shall be indicated in Schedule-I
19		Bid Submission due date.	Request NEEPCO to please extend the Bid Submission due date by 20 days please.	Bid has been extended upto 11/01/13