

**ANNEXURE-II**

**Commercial Terms & Conditions**

Sl.No	Bidder's Query	Bid Doc Clause No	NEEPCO's Clarification	Modification of Clause
1	Land availability of 30 acres.	ITB, Vol-I, Sec-II, Page 3 of 41. ..... .....The approximate land requirement for Solar Plant is 30 acres which is available.	Minimum of 25 acres land will be made available. Any increased from 25 acres, a loading will be done. However land limitation will be 27 Acres, beyond that offers will not be considered.	Minimum of 25 acres land will be made available. Any increased from 25 acres, a loading will be done. However land limitation will be 27 Acres, beyond that offers will not be considered.
2	With draw Loading during evaluation as it will lead to adventurous offers and fixed the bench mark for total energy of 8.322mu	Clause No 22, ITB, Vol-I, Sec-II, page 29 of 41. 22.1.1(d) To bring the bidders satisfying the technical & 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)	Annual energy of 8.322MU will be considered as base. No loading will be considered during evaluation for energy guaranteed more than 8.322MU. However, any additional land required from the agreed 25 acres will be loaded as noted at Sl No.1 above.	Any additional land beyond 25 acres, loading will be done as follows: a) Loading for extra beyond 25 Acres=40 Lakhs/Acres. b) Negative loading for less than 25 Acres=Rs 25 lakhs/ Acres c) If at execution stage, land usage is more than declared, then <b>penalty @ Rs 80 Lakhs/ Acres.</b> d) The bidder will ensure proper spacing of equipments as per technical requirement and decision of NEEPCO in this regard shall be final and binding on the contractor.
3	Auxiliaries consumption	No specific clause provided in the bid document.	Not included in the annual energy of 8.322mu. However aux consumption shall be restricted to 1%	
4	Commissioning schedule	ITB, Vol-I, Sec-II, page 11 of 41,	Against a completion schedule of 12 (Twelve)	

		Clause 5.3 , Time Schedule: The purchaser's requirement of completion schedule for the entire work is 12 (twelve) months from the date of issue of LOI	months from LOI, Contractor shall make best efforts to commission the plant within 9(Nine) months from date of issue of LOI.	
5	MNRE exemptions	No specific clause provided in the bid document.	Required documentation will be provided by NEEPCO.	
6	Request Time extension for submission of bids by 10 days	Due date of opening was 02/01/13	NEEPCO agreed for extension of last date of receipt of Bids and date of opening of techno-commercial Bids up to 11/01/2013.	
7	Clause 1.5 of vol 1, ITB Construction power	Clause 1.5(i), Vol-I,ITB, Sec-II, The Contractor shall also be provided with electricity at 415 V free of cost for the execution of the Contract, at 01 (one) convenient point to be mutually decided in the Construction site.	As per Construction power will be provided free of cost at 415 V at 01 (one ) convenient point mutually decided.	No modification
8	Clause 34.0, Vol-I, Penalty Clause	Clause 34.0, Vol-I, GTC, Sec-III, Part-A. 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.	The penalty shall be levied one time at the rate of Rs 215.8 per KWh for shortfall from the Base Annual Generation (8.322 MU).	No modification