

## ANNEXURE-II

## CLARIFICATION STATEMENT:

Sl.No	Prospective Bidders' Query	NEEPCO's reply
1.	<p>No express exclusion of indirect/consequential losses in the <b>Limitation of Liability</b> clause proposed by Customer through Corrigendum.</p> <p><b>Bidder Request:</b> Please include the following exclusion in the RFP:</p> <p>"In no event will either party be liable for any incidental, indirect, special, or consequential costs or damages nor for any lost business, revenues, or profits."</p>	<p>Bid conditions prevail. Refer Corrigendum No:04 dtd: 06/04/15</p>
2.	<p><b>Deviations not Allowed:</b> (Section II – Instruction to Bidder): The following clauses of the RFP indicates that deviations not allowed:</p> <p>"A substantially responsive bid is one which conforms to all terms and conditions, technical specification of the bid documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning performance security, warranty, force majeure, payment terms, completion time, applicable law and taxes &amp; duties will be deemed to be a material deviation."</p> <p>"The deviations / additional clauses which are not acceptable to the Owner shall automatically stand withdrawn and all relevant clauses shall prevail and no claim, whatsoever, in this respect shall be entertained."</p> <p><b>Whereas in SECTION VI : DATASHEET 7 - Schedule of commercial Deviations from specifications- you have allowed the vendor to mention deviations.</b></p> <p><b>Bidder Request:</b> Please clarify if Deviations are allowed or not. HP proposes that Assumptions/Suggestions/alternate terms be allowed which parties can discuss and agree upon at the contracting stage.</p>	<p>Bid conditions shall prevail. Refer clause No.22.3.2 &amp; 22.3.6 of ITB, Sec-II</p>
3.	<p><b>Broad scope of Work (Section 4.2 of document titled, "Technical Spec for RFP")</b> – The RFP provides for broad scope of work.</p> <p><b>Bidder Request:</b> We seek to clarify that the final and detailed scope of work will be mutually discussed and finalized and documented at the contracting stage which will be based on RFP and Bidder's proposal. Such mutually agreed Scope of Work will be appended to the Contract.</p>	<p>Bid conditions shall prevail.</p>



4.	<p><b>Letter of Intent</b> : Clause 23 (Section II – Instruction to Bidder): The Letter of Intent will constitute the formation of Contract.</p> <p><b>Bidder Request</b> : The letter of Intent should be followed by mutual discussion and finalization of the contract documents, including the MSA and SOW. The obligations of the parties can only start upon execution of the Contract.</p>	Bid conditions shall prevail.
5	<p>There are some more areas of concern in the contract, like customer's right to <b>terminate for convenience</b>, terminate for breach (major or minor) with <b>no cure period</b>, suspend work, <b>uncapped and broad risk purchase</b>, broad indemnities.</p> <p>Bidder Request: Bidder will suggest alternate terms/assumptions against some of the other critical terms of the RFP which parties may mutually discuss and agree upon at the contracting stage.</p>	Bid conditions shall prevail
6	<p>Queries on Payment Terms</p> <p>1.Taxes</p> <p>a. As per RFP: All applicable taxes and duties including Service Tax, Entry Tax, if any, 28(twenty eight) days prior to the initial stipulated date of opening of Techno-Commercial bid shall not be included in the quoted price, but shall be indicated separately. Such taxes and duties if payable shall be paid directly to the authority concerned by the contractor and the same shall be reimbursed by the Purchaser on production of documentary evidence.</p> <p>b. Proposed: During the period of the contract, if there is <b>any change in the rates of applicable taxes and duties or if any new tax or duty is imposed by the government, the impact of the same will be borne by the customer</b> as per actuals.</p> <p><b>Clarification:</b> <i>If the time gap between Submission Date and the date of opening of Techno-Commercial bid is more than 28 days and in between if any Tax changes proposed by the government how we can factor the same.</i></p>	Bid conditions shall prevail. Please refer clause 19.2 & 19.3 of ITB, Sec-II
	<p>2. Supply of ERP licenses and licenses for ERP related software, data base, clustering tools, integration tools &amp; other tools :</p> <p>a. As per RFP: Currently on milestone basis; 80% on delivery and 10% on installation, and balance 10% linked with implementation milestones</p> <p>Proposed: <b>80% on delivery and 20% on installation &amp; commissioning</b></p>	Bid conditions shall prevail.



	<p>3. Payment against ERP implementation service</p> <p>a. As per RFP: 40% will be released after the completion of entire scope.</p> <p>b. <b>Proposed:</b> Split the payments as below- On completion of rollout (incl. Data Collection, data preparation, data cleansing, data entry and data migration, including master &amp; transaction data) of a block of 3 sites: 10% each. i.e. 30% for 9 sites during rollout phase. Balance 10% on completion of training and change management of all the 9 sites.</p>	Bid conditions shall prevail.
	<p>4. Supply of the equipment for Data Center preparation work: As per RFP: Currently on milestone basis and 20% linked with implementation milestones <b>Proposed: 60%/70% on delivery and 20%/30% on installation &amp; commissioning</b></p>	Bid conditions shall prevail.
	<p>5. Installation cost of hardware:</p> <p>a. As per RFP: Currently on milestone basis; 80% on installation and 20% linked with implementation milestones</p> <p>b. <b>Proposed: 100% on installation &amp; commissioning</b></p>	Bid conditions shall prevail.
	<p>6. AMC/ATS</p> <p>a. As per RFP: Quarterly in arrears</p> <p>b. <b>Proposed: Yearly in advance as per OEM terms</b></p>	Bid conditions shall prevail.
	<p>7. Support Cost</p> <p>As per RFP: Quarterly in arrears</p> <p>a. <b>Proposed: Monthly in arrears</b></p>	Bid conditions shall prevail.
	<p>8. Termination of the contract on the owner's initiative:</p> <p>a. As per RFP: Customer can terminate with 15 days' notice</p> <p>b. <b>Proposed: Notice should be 60 days</b></p>	Bid conditions shall prevail.