

ANNEXURE-II

CLARIFICATION STATEMENT:

Sl.No	Prospective Bidders' Query	NEEPCO's reply
1.	<p><u>Tax</u></p> <p>As suggested by Corporate Tax team we can go ahead and bid only when the following clauses are accepted by NEEPCO in written form.</p> <ol style="list-style-type: none"> 1. We will supply the material required from outside the state by charging CST. 2. Customer is to arrange for road permits for the supply. 3. Being interstate contract NEEPCO should not deduct WCT TDS from payments to be made to us. 4. We will not asked to get registered under Meghalaya VAT for execution of this project. 5. C-form will not be given by the customer <p>Currently as per pre-bid response, customer is non agreeable to all the above clauses</p>	<ol style="list-style-type: none"> 1. Supplier may supply the materials from anywhere charging the Taxes & Duties applicable (Refer clause No.19, ITB, Sec-II.(Taxes & Duties)) 2. Agreed 3. This will be governed as per law of the land 4. This will be governed as per law of the land 5. Already clarified on 23/04/2015 that NEEPCO will not issue C-form.
2.	<p><u>Legal:</u></p> <p>As suggested by Legal team ,we can go ahead and bid only when the following clauses are accepted by NEEPCO</p> <ol style="list-style-type: none"> 1. Limitation of Liability clause - Indirect liability is not excluded from the liability of the bidder and there is no excuse clause; 2. Intellectual Property Rights - Pre-existing IPR of the bidder is not protected and clause on residuary IPR is not covered; 3. Confidentiality obligations - This clause is one sided and without standard exclusions; 4. Indemnity - NEEPCO is proposing a blanket level indemnity which is not agreeable to us and the same is without standard exceptions and exclusions; 5. Liquidated Damages - Limits proposed by us have not been agreed to by NEEPCO 6. Delay in payments - Interest for delay in payments and withholding of services have not been agreed by customer 	<p>Please refer to the clarification made on 23/04/2015.</p>