

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.</p> <ol style="list-style-type: none"> 1. We would supply the material required from outside the state by charging CST. 2. NEEPCO to kindly 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 would not asked to get registered under Meghalaya VAT for execution of this project. 5. Request NEEPCO to provide C Form 	<ol style="list-style-type: none"> 1. Refer clause No.19, ITB, Sec-II.(Taxes & Duties) 2. Refer clause No.1.5. ITB, Sec-II. 3. Bid condition prevail. 4. Bid condition prevail. 5. 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 NEEPCO 	<p>Bid conditions shall prevail.</p>
3.	<p>Sec: 3 of Integrity Pact of Sec-V, Forms & Schedules:</p> <p>"If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the separate guidelines framed by the Principal."</p> <p>Bidder' request to replace the above clause with the following:</p>	<p>Bid conditions prevail.</p>

	<p>If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, as determined by a court of competent jurisdiction, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the separate guidelines framed by the Principal.</p>	
4.	<p>Sec: 5 of Integrity Pact of Sec-V, Forms & Schedules:</p> <p>“The Bidder declares that no previous transgressions occurred in the last 3(three) years with any other company in any country conforming to anti – corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.”</p> <p>Bidder’ request to replace the above clause with the following:</p> <p>The Bidder declares that no previous transgressions occurred in the last 3(three) years with any other company in India conforming to anti – corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.</p>	<p>Bid conditions prevail.</p>