

CLARIFICATION SHEET
(INSTALLATION OF WET LIMESTONE BASED FGD SYSTEM INCLUDING WET STACKS)

Response to the Clarification raised by the Vendor on RFQ

Sr. No.	Clarification Sought	Reference of RFQ Document	NPL Response
1.	Application Due Date may be extended.	Clause 1.3, Page 9	Application Due Date has been extended to 30 Jun 2018.
2.	It is suggested that ammonia-based flue gas desulphurisation technology may also be considered.	Clause 2.2, Page 11.	The RFQ is specific to Wet Limestone based FGD only.
3.	Comprehensive O&M should be removed from Bidder's scope.	Clause 2.2.2, Page 11.	No change. The scope of works shall be inclusive of Comprehensive O&M for 10 Years as per RFQ.
4.	Procurement of limestone & sale of gypsum should be removed from Bidder's scope.	Clause 2.2.3, Page 11.	The scope related to procurement of limestone & sale of gypsum shall be optional. The RFQ stands amended to that extent. Applicant(s) interested in procurement of limestone & sale of gypsum should mention their interest in the Application. Suitable provision shall be made in the RFP.
4.	Project Schedule should be extended by six (06) months.	Clause 2.3, Page 11	No change. The Project Schedule shall be as per the RFQ.
5.	It requested that QFGDM Qualification Requirement (QR) may be relaxed as: <i>"The flue gas handling capacity of single absorber for overseas project of QFGDM may be revised to 2.1 million Nm³/hr from 2.2 million Nm³/hr"</i>	Clause 2.5.1.1, Page 12.	No change. The QR shall be as per the RFQ.
6.	It requested that Route #2 Qualification Requirement (QR) may be relaxed as <i>"Applicant should have one project having contract value less than 200 Cr instead of 700 Cr and above for the works done related to CI 2.5.2.2 (a)."</i>	Clause 2.5.1.2 (b), Page 12.	No Change The QR shall be as the RFQ document.

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7.	The requirement of "Deed of Joint Undertaking" may be removed as in case of technology collaboration agreement all bids/MoM are signed by Bidder's personnel as per power of attorney.	Annexure 1, Page 33.	No change. Submission of "Deed of Joint Undertaking" at RFP stage is essential without which bid shall not be evaluated. "Letter of Comfort" as per format is required to be submitted with the Application.
8.	The requirement of certificate indicating amount consumed from the ordered amount duly signed by authorised person of client should be waived off. Instead Applicant will provide sufficient internal data regarding the order value realised till date.	Clause 3, Page 44.	The certificate indicating the amount consumed from the ordered amount duly signed by authorised person of the client or statutory auditor of the Bidder is acceptable.
9.	QFGDM should not be required to depute technical experts for advice on procedures and guidance during execution. Bidder may be permitted to depute technical personnel of his own.	Annexure VII, Page 45.	Deputation of technical experts from QFGDM is a preferred requirement (not mandatory) <u>during execution</u> and Bidders should ensure it in their own interest. In case a Bidder chooses to depute its own key technical personnel <u>during execution</u> , they must be certified as being competent by the QFGDM. Deputation of technical experts from QFGDM is an essential requirement <u>during commissioning</u> of the FGD System.
10.	It is suggested to change the clause: <i>"We, the Applicant and QFGDM do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the expiry of five years from the Application Due Date and further stipulate that the Undertaking herein contained shall terminate after ninety (90) days of satisfactory completion of such period."</i> to <i>"We, the Applicant and QFGDM do hereby undertake and confirm that the Undertaking shall be irrevocable</i>	Annexure-VIII, Page 49.	The provision is being amended to be read as: <i>"We, the Applicant and QFGDM do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the defects liability period."</i>

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	<i>and shall not be revoked till ninety (90) days after the defect liability period."</i>		
11.	<p>It is suggested to change the clause:</p> <p><i>"We, the QFGDM and the Applicant agree that this Undertaking shall be irrevocable. We further agree that this Undertaking shall continue to be enforceable till the successful completion of defect liability period in case of the award of the contract and till the Owner discharges it."</i></p> <p>To</p> <p><i>"We, the QFGDM and the Applicant agree that this Undertaking shall be irrevocable. We further agree that this Undertaking shall continue to be enforceable till the successful completion of defect liability period."</i></p>	Annexure-VIII, Page 49.	<p>The provision is being amended to be read as:</p> <p><i>"We, the QFGDM and the Applicant agree that this Undertaking shall be irrevocable. We further agree that this Undertaking shall continue to be enforceable till the successful completion of defects liability period in case of the award of the contract and/or till the Owner discharges it."</i></p>
12.	It is suggested that Specimen signature of Authorized Signatory to be added in the format.	Annexure IX, Page 54.	Noted. Amended format attached herewith.
13.	The annexure is related to turnover, but net-worth is mentioned in the format.	Annexure X, Page 55.	Noted. Amended format attached herewith.

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Annexure-IX: Power of Attorney in favour of Authorised Signatory

Power Of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting RFQ are required to follow the applicable law in their country)

Know all men by these presents, We(name and address of the registered office) do hereby constitute, appoint and authorise Mr /Ms.....(name and residential address) who is presently employed with us and holding the position of

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Application against RFQ for the project [Insert name of Project] in the country of India, including signing and submission of all documents and providing information / Bids to [Insert Name], representing us in all matters before [Insert Name], and generally dealing with [Insert Name] in all matters in connection with our Application for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Specimen Signature of Authorized Signatory

For _____

Accepted

.....(signature)

(Name, Title and Address)
of the Attorney

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

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Annexure-X: Format for Average Annual Turnover (Ref. Clause 2.5.2.1.1)

(on the letter head of Bidding Company)

Head - Procurement

Nabha Power Limited

Aspire Tower, 4th floor, Plot No.55, Industrial and Business Park,

Phase-I, Chandigarh-160 002

Email- NPL.Procurement@larsentoubro.com

Dear Sir,

Sub: Application in Response to RFQ for Installation of Wet Lime stone FGD system for Rajpura Thermal Power Project

We certify that.....(insert name of the Bidding Company) had a average Annual Turnover of Rs. 1000 Cr or equivalent foreign currency during last three years audited annual accounts. This Turnover "has been calculated in accordance with instructions provided in clause 2.5.2 of the RFQ.

For the above calculations, we have considered Turnover by Bidding Company and Or Parenti Affiliate for financial year _____as per following details:

Name of the Company	Relationship with Bidding Company * Parent/Affiliate	Turnover (Rs,Crore)
Company 1		

Total		

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* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parenti Affiliate has been used for meeting Qualification Requirements.

Signature of
Authorised Signatory

Signature and Stamp of
Statutory Auditor

(Please also affix common seal of Bidding Company)

Date;

Note: Along with the above format, in a separate sheet provide details of computation of Turnover duly certified by Statutory Auditor.

Date;

Note: Along with the above format, in a separate sheet provide details of computation of Turnover duly certified by Statutory Auditor.