

CLARIFICATION SHEET NO. 4

Response to the Clarification raised by the Vendors on RFQ

Sr. No.	Clarification Sought	Reference of RFQ Document	NPL Response
1.	<p>We have to submit the Letter of Consent along with our application which will be signed by Thermax and our associate MET in USA (QFGDM). Per the Letter of Consent the signatories have to declare as below;</p> <ul style="list-style-type: none"> i. To perform all the activities till the completion of all the contractual obligations including Technical guarantees as per the scope of work for the complete Flue Gas Desulphurisation Package ii. To jointly undertake to ensure for the design and quality of manufacturer, timely delivery and successful performance of the Flue Gas Desulphurisation equipment / system covered in the scope of work, fully meeting the guarantee. <p>It is not possible to confirm on above points unless we have the complete Tender documents with required guarantees and details of contractor's obligations. Thus, we request you to remove the requirement of Letter of consent.</p>	Annexure-VII Route2 Format of Letter of Consent	<p>The responsibilities of the QFGDM shall be limited to as mentioned/defined in the DJU (Annexure-VIII of RFQ document)</p> <p>A Rider to be incorporated mentioning above in the Annexure-VII of RFQ during submission.</p>
4.	<p>Please remove the requirement of 5% BG from QFGDM as per DJU. The QFGDM technology expertise/experience is required for designing the critical components of the FGD system and the rest of the items like structural steel, electrical, C&I and civil are designed and sourced by the bidder from various sub-vendors. The value of such expertise required from QFGDM as explained above is very less compared to the 5% BG QFGDM is required to submit. As a bidder we fully meet the financial qualification criteria per tender requirement. We shall also submit Contract Performance Bank Guarantee equal to 10% of contract value on award of contract.</p>	Annexure-VII Route2 Format of DJU	No Change, to be kept as per provisions of RFQ.
2.	<p>We request NPL to clearly define the DJU liability of Bidder and QFGDM in terms of % of contract value OR in absolute value</p>	Annexure-VII Route2 Format of DJU	<p>The liability of QFGDM shall be limited to 25% of the total contract amount while that of Bidder shall be 100% of the contract amount.</p>