

**Reply to Additional Clarifications by Bidders on RFP Documents**

<b>Sr. No</b>	<b>Document</b>	<b>Clause No. and Existing Provision</b>	<b>Clarification Required</b>	<b>Suggesting Text for the Amendment</b>	<b>Rationale for the Clarification</b>	<b>PSEB Response</b>
1.	RFP	Format 4.6 (A) (B), 4.12 & 4.13 Notes: 1. Managing Director /Chief Executive Officer, being full time director on the Board of the Company.....	In Case the Bidding Company does not have a Managing Director and the Chief Executive Officer is not a Director on the board of the Bidding Company, can the CEO still sign the Bid, if he is authorised to do so by Board of Directors of the Company?		The authorization from the Board of Directors of the company should constitute sufficient grounds for enabling CEO to sign the Bid and execute any/all other deeds in connection to the Bid on behalf of the company.	Format 4.6 (A), (B), 4.12 & 4.13 may signed by the CEO if the CEO is a director of the Bidder. The CEO who is not a director of the Bidder can not sign these documents.  This is as per SBD
2.	RFP	Format 4.8	Board Resolution when the Bidder is not relying on any other company for financial capacity	Board Resolution of the Bidder for providing undertaking for 100% contract performance guarantee		Provision of clause 2.1.5 read with Format 4.7(B) for Undertaking of Financially Evaluated Entity and resolutions in Format 4.8 are self explanatory.  For your ready reference second para of Clause 2.1.5 of the RFP is

						<p>reproduced below:</p> <p><u>“If the Financially Evaluated Entity is an entity other than the Bidding Company or a Member of a Bidding Consortium, the Bidding Company or Member relying on such Financially Evaluated Entity will have to submit a legally binding undertaking supported by a Board resolution as per Format 4.8, from the Financially Evaluated Entity or its Parent Company / Ultimate Parent Company, as the case may be, that the obligation of the Bidding Company or the Member of the Consortium to submit a Contract Performance Guarantee, if selected, shall be deemed to be the obligations of the Financially</u></p>
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						Evaluated Entity or its Parent Company / Ultimate Parent Company, as the case may be, and in the event of any default whatsoever by the Successful Bidder in submitting the Contract Performance Guarantee, the same shall be submitted by such Financially Evaluated Entity or by the Parent Company / Ultimate Parent Company, as The case may be.”
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