		Talwandi Sabo Power Limit	ed				
	Date-28-Sep-2018 TSPL Clarifications to ITB for FGD Document No. TN/CM/TSPL/2018-19/FGD Dated: 16 Jun'18						
S.No	Volume/ Section/ Clause No	Original clause	Clause to be Read as	Date of Clarification by TSPL			
1	Instructions To Bidders issued dated 16th Jun2018, Clause 3.1 (b), 3.2 (b)	In the above clause 3.1 (a) & (b), At least one Eligible WLFGD Project should have been executed in a country outside the country of incorporation/ origin / Head Quarters of the Bidder either by the Bidder himself or by its licensee in the last 7 years and in successful operation for a period of not less than 2 years as on date of bid opening.	In the above clause 3.1 (a) & (b) and 3.2 (a) & (b), at least one Eligible WLFGD / WAFGD Project should have been executed in a country outside the country of incorporation/ origin / Head Quarters of the Bidder either by the Bidder himself or by its <u>licensor</u> in the last 7 years and in successful operation for a period of not less than 2 years as on date of bid opening.				
2	Instructions To Bidders issued dated 16th Jun2018, 3.1(c) &3.2( c)	<ul> <li>"3.1(c) Bidder should also have a valid ongoing collaboration and technology transfer agreement with a WLFGD manufacturer/technology provider meeting requirements of clause 3.1 on its own, valid minimum up to the end of the defect liability period of the contract to be awarded in this bidding. Either in such a case Bidder can source the FGD System from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such WLFGD manufacturer/technology provider."</li> <li>"3.2(c) Bidder should also have a valid ongoing collaboration and technology transfer agreement with a WAFGD manufacturer/technology provider so on its own, valid minimum up to the end of the defect liability period of the contract to be awarded in this bidding. Either in such a case Bidder can source the FGD System from such manufacturer or manufacture/technology provider meeting requirements of clause 3.2 on its own, valid minimum up to the end of the defect liability period of the contract to be awarded in this bidding. Either in such a case Bidder can source the FGD System from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacture/get manufactured the FGD System as per the design and manufacture/get manufactured the FGD System as per the design and manufacture/get manufactured the FGD System as per the design and manufacture/get manufacture for such wAFGD manufacture/technology provider."</li> </ul>		28-Sep-18			
3	Instructions To Bidders issued dated 16th Jun2018, 3.1(d) &3.2( d)	In clause 3.1 (a) & (b) above, the Bidder shall furnish a Deed of Joint Undertaking (DJU) executed by it. The Partners should have 26% or higher equity participation in the Subsidiary Company / JV Company and all partners shall have jointly and severally liable to the Owner for successful performance of the FGD System including meeting the technical guarantees. The DJU shall be submitted along with techno- commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.	In clause 3.1 (a) & (b) above, the Bidder shall furnish a Deed of Joint Undertaking (DJU) executed by it. The Partners should have 26% or higher equity participation in the Subsidiary Company / JV Company and all partners shall have jointly and severally liable to the Owner for successful performance of the FGD System including meeting the technical guarantees. The DJU <u>as signed between the Bidder (including its partners) and the Technology Colloborator</u> shall be submitted along with techno-commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.	28-Sep-18			

	ed: 16 Jun'18		
S.No	Volume/ Section/ Clause No	Original clause	Clause to be Read as
4	Instructions To Bidders issued dated 16th Jun2018, 3.1(e) &3.2( e)	<ul> <li>3.1( e) The WLFGD system package already executed shall include, Limestone/Gypsum unloading, crushing and handling, Limestone/Gypsum Storage, Limestone/Gypsum Forwarding system, complete WLFGD system including CFD modeling, wet stack, Electrical system, Instrumentation &amp; Control system and civil &amp; structural and any other works as required to complete installation &amp; operation of the FGD system.</li> <li>3.2(e) The WAFGD system package already executed shall include, Anhydrous Ammonia/Ammonium Sulphate unloading and handling, Storage, Forwarding system, complete WAFGD system, including CFD modeling, wet stack, Electrical system, Instrumentation &amp; Control system and civil &amp; structural and any other works as required to complete installation &amp; operation of the FGD system.</li> </ul>	This clause is deleted

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