



BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA

Date-3-Aug-19

CORRIGENDUM- 02

PROJECT	:	1X660 MW UPRVUNL PANKI TPP EXT
PACKAGE	:	MILL REJECT SYSTEM (PNEUMATIC TYPE)
ENQUIRY NO	:	E-6249/2019 Dated. 06.07.2019
SUBJECT	:	FORM OF JOINT DEED OF UNDERTAKING

Type of Corrigendum			
Technical Corrigendum -	☒	Commercial Corrigendum -	☐

In reference to the above mentioned tender enquiry for **MILL REJECT SYSTEM (PNEUMATIC TYPE)** package

Please note the following.

1. Form of Joint Deed of Undertaking attached with this corrigendum shall be considered as part of NIT.

All the other terms and conditions of the tender enquiry remain unchanged. All the bidders are requested to quote accordingly.

Yours faithfully,

For and on behalf of BHEL

R P Yadav
Dy. Manager

FORM OF JOINT DEED OF UNDERTAKING

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/SUB
VENDOR AND ITS ASSOCIATE/COLLABORATOR FOR PERFORMANCE OF
MILL REJECT SYSTEM (MRS) PACKAGE**

FOR “PANKI THERMAL POWER EXTENSION PROJECT (1 x 660 MW)”

(Applicable for Bidder/its Sub-Vendor meeting the requirement

Clause no. 4.13.1 of Chapter 4, “Provenness” , Volume II)

This DEED of JOINT UNDERTAKING executed this day of Two thousand and Nineteen by M/s a Company incorporated under having its Registered Office at (hereinafter called the “Associate/Collaborator”, which expression shall include its successors, administrators, executors and permitted assigns) and M/s..... a company registered under the having its registered office at (hereinafter called the Bidder (Contractor)/ its sub-vendor, which expression shall include its successors, administrators, executors and permitted assigns) UP Rajya Vidyut Utpadan Nigam Ltd., a government of UP Undertaking incorporated under the Companies Act, 1956, having its Registered Office at 8th Floor, Shakti Bhawan Extn., 14 Ashok Road, Lucknow – 226001, (UP), India (hereinafter called "UPRVUL" or "Employer" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for EPC Package vide its Bidding Document for design, engineering, supply, erection, testing and commissioning of complete Mill Reject System Package for Panki Thermal Power Extension Project (1x660 MW) hereinafter referred to as "Plant" vide its Bid Document No : 14A14-SPC-G-0001 .

AND WHEREAS Clause no. 4.13.2 Chapter 04, “Provenness”, Volume II, bidding documents stipulates that bidding is open to Bidder who is a manufacturer of pneumatic conveying systems and has manufactured and supplied pressure type pneumatic conveying systems of capacity 5 MTPH or higher for any material which are in successful operation in at least one (1) plant for a period not less than one (1) year on 02.11.15, the Bidder/sub vendor can manufacture such equipments for mill rejects handling also provided he has valid collaboration or licensing agreement for design, engineering, manufacture, and supply of such equipments in India with a manufacturer who in turn fully meets the requirements stipulated Clause no. 4.13.1 of Chapter 04, “Provenness” , Volume II, in Bidding Documents.

AND WHEREAS M/s..... (Bidder) is entitled to bid under Clause no. 4.13.2 of Chapter 04, “Provenness” , Volume II, provided the Bidder/ its sub- vendor (if applicable) and its qualified Associate / Collaborator give an undertaking that they shall be held jointly and severally responsible and bound unto the Employer for the successful performance of Mill Reject System as per the Bidding Documents in the event the bid is accepted by the Employer resulting in a Contract (hereinafter called the 'Contract') under the Mill Reject System Package.

WHEREAS M/s has submitted its proposal in response to the aforesaid Notice Inviting Tender/Invitation For Bids by the Employer bearing proposal No..... dated for EPC Package for “Panki Thermal Power Extension Project (1 x 660 MW)” against the Employer's above specifications.

AND WHEREAS M/s Bidder/ its sub-vendor (if applicable) do not meet the requirements of Clause no. 4.13.1 of Sub Chapter 04, “Provenness” , Volume II, and in order to fully meet the requirements Clause no. 4.13.1 of Chapter 04, “Provenness” , Volume II, desires to associate with M/s [hereinafter referred to as

Associate] who meets the requirements of Clause no. 4.13.1 of Chapter 04, "Provenness", Volume II and the Bidder/ its sub-vendor(if applicable) and the Associate are required to jointly execute and furnish an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound into the Owner for successful performance of the Mill Reject System under the Contract for which the Associate is associated for Mill Reject System Package of "Panki Thermal Power Extension Project (1 x 660 MW)" as per Bid Documents, in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter referred to as Contract).

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER :

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we the aforesaid Associate/Collaborator and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the Mill Reject System under the Contract and establishing technical guarantees.
2. In case of any breach of the Contract committed by the Contractor, we the Associate/Collaborator do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Mill Reject System and undertake to carry out all the obligations and responsibilities under this deed of Joint undertaking in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we the Associate/Collaborator & Contractor jointly and severally undertake to promptly indemnify, and pay such loss/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

This is without prejudice to any rights of the Employer against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor, before proceeding against the Associate/Collaborator (with respect to obligations and responsibilities of the Associate/Collaborator covered under this Deed of Joint Undertaking), nor any extension of time would prejudice any rights of the Employer under this Joint Deed of Undertaking to proceed against the Associate/Collaborator & Contractor.

3. Without prejudice to the generality of the undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows :
 - (a) The Associate/Collaborator will be fully responsible for design, engineering, manufacturing & commissioning and extending all necessary support for putting in to satisfactory operation and carrying out the Guarantee Tests for Mill Reject System to the satisfaction of the Employer.

Further, the Associate/Collaborator shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor/Collaborator to facilitate the successful performance of the Mill Reject System as stipulated in the aforesaid Contract.

Further the Associate/Collaborator shall Provide support to Contractor to ensure proper design, manufacture, erection, testing, commissioning and successful performance of the Mill Reject System in accordance with the Contract specifications and if necessary, the Associate/Collaborator shall advise the Contractor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

- (b) In the event the Associate/Collaborator and Contractor fail to demonstrate successful performance of the Mill Reject System as set forth in paragraph 1 above, the Associate/Collaborator and the Contractor shall promptly carry out all the corrective measures at their own expense and shall promptly provide corrected designs to the Employer.
 - (c) Implementation of the corrected designs and all other necessary repairs, replacements, rectifications or modifications to the Mill Reject System and payments of financial liabilities, penalties and any other obligations as provided under the Contract shall be the joint and several responsibilities of the Contractor and Associate/Collaborator.
 - (d) The Associate/Collaborator will be fully responsible to extend the support to ensure the quality of all equipment/main assemblies/components manufactured at Contractor's works and/or Associates(s)/Collaborator(s) works and/or Vendor's works and/or fabricated/constructed at site, and their repairs or replacement if necessary for incorporation in the Mill Reject System under the Contract.
4. We, the Contractor and Associate/Collaborator do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till the expiry of defect liability period of the Plant under the Contract for Panki Thermal Power Extension Project (1x660 MW) and further stipulate that the Undertaking herein contained shall terminate after ninety (90) days of satisfactory completion of such defect liability period. We further agree that this undertaking shall be without any prejudice to the various liabilities of the Contractor, including the Contract Performance Guarantees as well as other obligations of the Contractor in the terms of the Contract.
5. In case of Award, in addition to the Contractor Performance Security furnished by the Contractor, the Associate/Collaborator shall furnish "as Security" an on demand Performance Bank Guarantee, in favour of the Employer in a form acceptable to Employer as per provisions of the Bidding Documents. The value of such Bank Guarantee shall be equal to **INR 1.6 Million (Rupees One Million Six Hundred Thousand only)** for the Contract signed between the Contractor, its sub-vendor and OWNER and it shall be towards guaranteeing the faithful performance/compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The Bank Guarantee shall be unconditional, irrevocable and valid for entire period of Contract, i.e. till ninety (90) days beyond the end of the Defect Liability Period the Contract. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by the period of such delay. The Bank Guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.
6. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract Documents. This Deed of Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Uttar Pradesh shall have exclusive jurisdiction.
7. We, the Associate/Collaborator, the Contractor and its sub-vendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this Undertaking shall continue to be enforceable till the successful completion of Contract and till the Employer discharges it.
8. The Deed of Joint Undertaking (DJU) shall be submitted prior to the placement of order on the approved sub-vendor.
9. That this Deed of Joint Undertaking shall be operative from the effective date of the Contract.

IN WITNESS WHEREOF, the Associate/Collaborator and the Contractor, through their authorised representatives, have executed these present and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

For M/s
(Associate/Collaborator)

Witness :

1.
(Name in Block Letters) (Signature of the authorised representative)

.....
(Official Address) Name :
Designation :
Common Seal of the Company
.....

For M/s. **Bharat Heavy
Electricals Limited** (Bidder/
Contractor)

2.
(Name in Block Letters) (Signature of the authorised representative)

.....
(Official Address) Name :
Designation :
Common Seal of the Company
.....

For M/s.....
(Sub-vendor)

3.
(Name in Block Letters) (Signature of the authorised representative)

.....
(Official Address) Name :
Designation :
Common Seal of the Company
.....

Note: (1) Power of Attorney of the persons signing on behalf of Associate/ Collaborator and Bidder/its sub-vendor is to be furnished by the Bidder and to be attached with the signed Deed of Joint Undertaking.

(2) The bank Guarantee shall be from bank as per provisions of Section-V (SCC) of the Bidding Documents.

Signature of authorized signatory.....