

CLAUSE NO.	INTENT OF SPECIFICATION	एनटीपीसी NTPC															
	TERMINOLOGY TO BE FOLLOWED FOR ANNEXURE-I: BIDDER MEANS: BHEL BIDDER'S SUB VENDOR: Wet ball Mill MANUFACTURER																
4.00.00	QUALIFYING REQUIREMENTS FOR EQUIPMENTS/SYSTEMS																
4.01.01	Provennesscriteria for critical equipment, auxiliaries, systems and bought out items: The Bidder / Bidder's sub-vendor(s) is required to meet the provenness criteria and/or qualification requirement for critical equipment, auxiliaries, system and bought out items as per criteria stipulated below:																
4.01.02	Booster Fans, Slurry Recirculation Pumps, Oxidation Blowers, Wet Limestone Grinding Mills, Slurry Pumps, Agitators & Vacuum Belt Filters for the Wet Limestone based Flue Gas Desulphurisation (FGD) System offered by the Bidder shall be only from such manufacturer(s) who has previously designed (either by itself or under collaboration / licensing agreement), manufactured / got manufactured the respective equipment(s) of the type, application and minimum equipment rating as stipulated below such that the respective equipment(s) should have been in successful operation in at least one (1) plant for a period not less than one(1) year reckoned as on 30th Jan 2019 Type and Rating for Qualification <table><tr><th>Sl. No.</th><th>Name of Equipment</th><th>Type of Equipment</th><th>Application</th><th>Equipment Rating</th></tr><tr><td>(a)</td><td>Booster Fans</td><td>Axial type with variable pitch control</td><td>Coal fired power plant</td><td>80% of the flow & 100% of the head of the offered Booster Fan with Fan Speed 900 rpm (maximum)</td></tr><tr><td>(b)</td><td>Slurry Recirculation Pumps</td><td>Centrifugal type</td><td>Wet Limestone based FGD application in Coal fired power plant</td><td>80% of the flow & 100% of the head of the offered Slurry Recirculation Pump</td></tr></table>	Sl. No.	Name of Equipment	Type of Equipment	Application	Equipment Rating	(a)	Booster Fans	Axial type with variable pitch control	Coal fired power plant	80% of the flow & 100% of the head of the offered Booster Fan with Fan Speed 900 rpm (maximum)	(b)	Slurry Recirculation Pumps	Centrifugal type	Wet Limestone based FGD application in Coal fired power plant	80% of the flow & 100% of the head of the offered Slurry Recirculation Pump	
Sl. No.	Name of Equipment	Type of Equipment	Application	Equipment Rating													
(a)	Booster Fans	Axial type with variable pitch control	Coal fired power plant	80% of the flow & 100% of the head of the offered Booster Fan with Fan Speed 900 rpm (maximum)													
(b)	Slurry Recirculation Pumps	Centrifugal type	Wet Limestone based FGD application in Coal fired power plant	80% of the flow & 100% of the head of the offered Slurry Recirculation Pump													
NORTH KARANPURA SUPER THERMAL POWER PROJECT (3X660 MW) FLUE GAS DESULPHURISATION SYSTEM PACKAGE		TECHNICAL SPECIFICATION SECTION – VI, PART-A BID DOC. NO CS-4410-109-2	SUB-SECTION-I INTENT OF SPECIFICATION	PAGE 8 OF 18													

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	Sl. No.	Name of Equipment	Type of Equipment	Application	Equipment Rating
	(c)	Oxidation Blowers	Centrifugal/ positive displacement type blower	Wet Limestone based FGD application in Coal fired power plant	80% of the flow & 100% of the head of the offered Oxidation Blower
	(d)	Wet limestone Grinding mills	Horizontal Wet Ball mill	Wet Limestone based FGD application in Coal fired power plant	80% of the offered Ball mill capacity with pulverizing fineness not less than 90% thru 325 mesh
	(e)	Slurry Pumps	Centrifugal type	Wet Limestone based FGD application or ash slurry application in Coal fired power plant	80% of the flow & 100% of the head of the offered Slurry Pump(s)
	(f)	Agitators	Vertical/Horizontal	Wet Limestone based FGD application in Coal fired power plant	Agitator rating not less than that supplied for 500 MW or higher size unit for similar application
	(g)	Vacuum Belt filters	Belt type	Wet Limestone based FGD application in Coal fired power plant	80% of the offered Vacuum Belt filter capacity
4.01.03	Bidder shall offer and supply only the type of the above equipment(s) for which he himself or the manufacturer proposed by the bidder for the above equipment(s) is qualified. The provenness criteria for equipment (Booster Fans) stipulated at Sl. No. 4.01.02(a) above shall also be considered acceptable provided the rating parameters (i.e., flow, head and rated rpm) is covered within the operating regime of the respective fan performance curve of the reference plant equipment. In case the Bidder or the proposed sub-vendor is not manufacturer of proven Booster Fans as per clause 1.2(a) above but is a manufacturer of such equipment for units of at least 500 MW rating, the Bidder or the proposed sub vendor can manufacture such equipment for 660 MW units also, provided it has collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such				
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4.01.04	equipment in India with such manufacturer who meet the requirements stipulated at clause 4.01.02(a) above for the Booster Fans. A JV / Subsidiary Company formed for manufacturing and supply of equipment(s) as listed at clause no. 4.01.02 above in India, can also manufacture such equipment(s), provided that it has a valid collaboration or licensing agreement for design, engineering, manufacturing of such equipment(s) in India with a qualified equipment manufacturer who meets the requirements stipulated at clause 4.01.02 above (or the technology provider of the qualified equipment manufacturer) for the respective equipment(s). However, in this case, the proposed JV / Subsidiary Company before resorting to design, engineering, manufacturing of such proven equipment(s) listed at clause no. 4.01.02 above by himself should have sourced / shall source such proven equipment(s) for at least the first 660 MW unit completely from such qualified manufacturer. For subsequent units before taking up the manufacturing of such equipment(s), the bidder/ his sub-vendor(s) must create /have created manufacturing facilities at his works as per collaborator's/licenser's design, manufacturing and quality control system for such equipment(s). Further, in such a case, such qualified equipment manufacturers should have, directly or indirectly through its holding company/ subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/ Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture/ Subsidiary or upto the end of defect liability period of the contract, whichever is later. In addition, the Bidder along with the Indian Joint Venture Company/ Subsidiary Company, qualified equipment manufacturers and its holding/ subsidiary Company, as applicable, shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format enclosed in the bidding document. The DJU shall be submitted prior to the placement of order on the approved sub-vendor for a particular equipment. In case of award, each executant of the DJU except the Bidder shall be required to furnish an on demand bank guarantee for INR 1.5 Million (Indian Rupees One and Half Million only) for each equipment.			
4.01.05	In case the Bidder or the proposed sub-vendor is not manufacturer of proven Oxidation Blowers as per clause 4.01.02(c) above but is a manufacturer of Blowers/compressors for minimum 50 NM³/min capacity, the Bidder or the proposed sub-vendor can also manufacture Oxidation Blowers, provided it has collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such Oxidation Blowers in India with such manufacturer who meet the requirements stipulated at clause 4.01.02(c) above for the Oxidation Blowers. However, in this case, Bidder or the proposed sub-vendor before resorting to design, engineering, manufacturing of such proven equipment by himself should have sourced / shall source such proven equipment for at least the first 660 MW unit completely from such qualified manufacturer. For subsequent units before taking up the manufacturing of such equipment, the bidder/ his sub-vendor must create /have created manufacturing facilities at his works as per collaborator's /licenser's design, manufacturing and quality control system for such equipments.			
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4.01.06	In addition, the Bidder along with the qualified equipment manufacturer shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format enclosed in the bidding document. The DJU shall be submitted prior to the placement of order on the approved sub-vendor for Oxidation Blowers. In case of award, each executant of the DJU except the Bidder shall be required to furnish an on demand bank guarantee for INR 1.5 Million (Indian Rupees One and Half Million only). In case the Bidder or the proposed sub-vendor is not manufacturer of proven Wet limestone Grinding mills as per clause 4.01.02(d) above but is a manufacturer of dry Grinding mills for power or cement industry of minimum 20 T/h capacity, the Bidder or the proposed sub-vendor can also manufacture Wet limestone Grinding mills, provided it has collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such Wet limestone Grinding mills in India with such manufacturer who meet the requirements stipulated at clause 4.01.02(d) above for the Wet limestone Grinding mills. However, in this case, Bidder or the proposed sub-vendor before resorting to design, engineering, manufacturing of such proven equipment by himself should have sourced / shall source such proven equipment for at least the first 660 MW unit completely from such qualified manufacturer. For subsequent units before taking up the manufacturing of such equipment, the bidder/ his sub-vendor must create /have created manufacturing facilities at his works as per collaborator's /licenser's design, manufacturing and quality control system for such equipments. In addition, the Bidder along with the qualified equipment manufacturer shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format enclosed in the bidding document. The DJU shall be submitted prior to the placement of order on the approved sub-vendor for Wet limestone Grinding mills. In case of award, each executant of the DJU except the Bidder shall be required to furnish an on demand bank guarantee for INR 1.5 Million (Indian Rupees One and Half Million only).			
4.01.07	In case the Bidder or the proposed sub-vendor is not manufacturer of proven Agitators as per clause 4.01.02(f) above but is a manufacturer of Agitators for similar process/duty application in petrochemical or metals and mining industry, the Bidder or the proposed sub-vendor can also manufacture Agitators, provided it has collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such Agitators in India with such manufacturer who meet the requirements stipulated at clause 4.01.02(f) above for the Agitators. However, in this case, Bidder or the proposed sub-vendor before resorting to design, engineering, manufacturing of such proven equipment by himself should have sourced / shall source such proven equipment for at least the first 660 MW unit completely from such qualified manufacturer. For subsequent units before taking up the manufacturing of such equipment, the bidder/ his sub-vendor must create /have created manufacturing facilities at his works as per collaborator's /licenser's design, manufacturing and quality control system for such equipments. In addition, the Bidder along with the qualified equipment manufacturer shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the			
NORTH KARANPURA SUPER THERMAL POWER PROJECT (3X660 MW) FLUE GAS DESULPHURISATION SYSTEM PACKAGE	TECHNICAL SPECIFICATION SECTION – VI, PART-A BID DOC. NO CS-4410-109-2	SUB-SECTION-I INTENT OF SPECIFICATION	PAGE 11 OF 18	

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4.01.08	successful performance of the equipment as per the format enclosed in the bidding document. The DJU shall be submitted prior to the placement of order on the approved sub-vendor for Agitators. In case of award, each executant of the DJU except the Bidder shall be required to furnish an on demand bank guarantee for INR 1.5 Million (Indian Rupees One and Half Million only). In case the Bidder or the proposed sub-vendor is a manufacturer of Slurry Pumps who meets the requirements stipulated at clause 4.01.02(e) above, the Bidder or the proposed sub-vendor can also manufacture Slurry Recirculation Pumps, provided it has collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such equipment in India with such manufacturer who meet the requirements stipulated at clause 4.01.02(e) above for the Slurry Recirculation Pumps. However, in this case, Bidder or the proposed sub-vendor before resorting to design, engineering, manufacturing of such proven equipment by himself should have sourced / shall source such proven equipment for at least the first 660 MW unit completely from such qualified manufacturer. For subsequent units before taking up the manufacturing of such equipment, the bidder/ his sub-vendor must create /have created manufacturing facilities at his works as per collaborator's /licenser's design, manufacturing and quality control system for such equipment. In addition, the Bidder along with the qualified equipment manufacturer shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format enclosed in the bidding document. The DJU shall be submitted prior to the placement of order on the approved sub-vendor for Slurry Recirculation Pumps. In case of award, each executant of the DJU except the Bidder shall be required to furnish an on demand bank guarantee for INR 1.5 Million (Indian Rupees One and Half Million only).			
4.01.09	Before taking up the manufacturing of such equipment(s) as per clause 4.01.03, 4.01.04, 4.01.05, 4.01.06, 4.01.07 & 4.01.08 above, the Bidder / its sub vendor(s) must create (or should have created) manufacturing and testing facilities at its works as per Collaborator / licensor's design, manufacturing and quality control system for such equipments duly certified by the Collaborator / licensor. Further, the Collaborator / Licensor shall provide (or should have provided) all design, design calculation, manufacturing drawings and must provide (or should have provided) technical and quality surveillance assistance and supervision during manufacturing, erection, testing, commissioning of equipments.			
4.01.10	Bidder shall offer and supply only the type of the above equipment(s) for which it, itself or the manufacturer / Collaborator(s) / Licensor(s) proposed by the Bidder for the above equipment(s) is qualified.			
4.01.11	The Employer reserves the right to fully satisfy himself regarding capability and capacity of Bidder / its sub-vendor(s) and the proposed arrangement and may prescribe additional requirement before allowing manufacture of the equipment listed above for this contract.			
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	Note to clause 4.01.02 (1) Whenever the term 'coal fired' is appearing above, "Coal" shall be deemed to also include bituminous coal/brown coal/lignite.

**FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE
FOR
NORTHKARANPURA STPP (3X660 MW)
BIDDING DOCUMENT NO. CS-4410-109-2**

Bidder's Name and Address:

To
Contract Services-II
NTPC Limited
Noida-201301

Summary of Critical Equipment indicated under clause 4.01.00, sub-section-I, Part-A of Section-VI.

Equipment Name	Sub-Vendor Name	Collaborator's Name, if applicable	Seeking Qualification as per clause..... Sub-Section-I, Part-A of Section-VI
Booster Fans			*4.01.01 /*4.01.02 /*4.01.03/*4.01.04
*Slurry Recirculation Pumps			*4.01.01 /*4.01.02 /*4.01.04 /*4.01.08
Oxidation Blowers			*4.01.01 /*4.01.02 /*4.01.04 /*4.01.05
Wet limestone Grinding mills			*4.01.01 /*4.01.02/4.01.04/*4.01.06/
Slurry Pumps			*4.01.01/*4.01.02/*4.01.04/*4.01.08
Agitators			*4.01.01 /*4.01.02/*4.01.04 /*4.01.07
Vacuum Belt filters			*4.01.01 /*4.01.02/*4.01.04

Note : *Strike-off whichever is not applicable.

- If qualification sought as per clause 4.01.01, sub-section-I-A, Part-A of Section-VI then the details of the sub vendor (manufacturer) shall be filled by the bidder in the format A to G.

Signature of authorized signatory.....

2. If the qualification sought as per the clause 4.01.03, sub-section-I-A, Part-A of Section-VI, then the details of proposed sub vendor (i.e manufacturer of such equipments for at least 500 MW unit rating) shall be filled individually by the bidder in the format A and the details of collaborator who meets the requirement stipulated at 4.01.02, sub-section-I-A, Part-A of Section-VI shall also be filled by the bidder in the format A separately. Further, in case of qualification vide clause 4.01.02, sub-section-I-A, Part-A of Section-VI a copy of valid ongoing collaboration and technology transfer agreement for design, engineering, manufacturing, supply of such equipment in India with the collaborator who meets the requirement stipulated at 4.01.02, sub-section-I-A, Part-A of Section-VI shall also be furnished.
3. If the qualification sought as per the clause 4.01.04, sub-section-I-A, Part-A of Section-VI then the details of JV/Subsidiary Company formed for manufacturing of such equipments in India shall be furnished individually for each equipment by the bidder such as,
 - i) Copy of document of incorporation of JV/Subsidiary company in India
 - ii) Copy of valid ongoing collaboration and technology transfer agreement for design, engineering, manufacturing, supply of such equipment in India with the collaborator who meets the requirement stipulated at 4.01.02, sub-section-I-A, Part-A of Section-VI.
 - iii) Copy of document of at least 26% equity participation of qualified equipment manufacturer in the Indian JV company/subsidiary company directly or indirectly through its holding company /Subsidiary company, which shall be maintained for a lock -in period of seven (7) years from the date of incorporation of such JV/subsidiary or up to the end of defect liability period of the contract which ever is later.

Further, the details of collaborator or technology provider of the qualified equipment manufacturer who meets the requirement stipulated at 4.01.02, sub-section-I-A, Part-A of Section-VI shall be filled by the Bidder in the format A to G (format given at 1.00.00). In addition to that, the sub vendor along with the Indian JV company/subsidiary company, qualified equipment manufacturer and its holding company/subsidiary company as applicable shall furnish the DJU.

*** strike out whichever is not applicable.**

- 1.00.00 (Applicable for Bidder/his sub vendors seeking qualification as per clause no. 4.01.02, Sub section-I, Part-A of Section-VI. Bidder shall furnish the required data only for those equipments / auxiliaries which are proposed to be sourced under this route.)

We, hereby furnish the data on proveness criteria for critical equipment, auxiliaries, systems and Bought Out Items such as Booster Fans, Slurry Recirculation Pumps, Oxidation Blowers, Wet Limestone Grinding Mills, Slurry Pumps, Agitators & Vacuum belt filters which have been designed (either by self manufacturer or under valid ongoing collaboration and technology transfer agreement), *manufactured/ *got manufactured and supplied by us /Manufacturer (or manufactured/ got manufactured & supplied by our proposed sub-vendors) and these are in successful operation in at least one (1) plant for a period not less than one year reckoned

Signature of authorized signatory.....

as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder. The details of type and minimum equipment rating of such equipment are given below :

D. Wet limestone Grinding mills: We declare that, we/our Sub-Vendor, have designed (either by itself or under collaboration / licensing agreement), *manufactured/*got manufactured and supplied at least one (1) number of Wet limestone Grinding mill of minimum 80% of the offered Ball mill capacity with pulverizing fineness not less than 90% thru 325 mesh, working in Wet limestone based FGD application in Coal fired power plant and which has been in successful operation for minimum one(1) year reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder, as per the details furnished below:

Sl. No.	Description	Reference Work
1.	Name of the reference plant & location:	
2.	Client name and his address:	
3.	Whether power plant is coal fired	-*Yes/*No
4.	Whether operating in a Wet Limestone based FGD application in Coal fired power plant	-*Yes/*No
5.	Name of equipment manufacturer & address:	
6.	Date of commission of the equipments:	
7.	Model no. of the equipment:	
8.	Brief Technical particulars of the equipments:	
9.	Capacity-	TPH with pulverizing fineness not less than 90% thru 325mesh

Signature of authorized signatory.....

Sl. No.	Description	Reference Work
10.	Whether the equipment(s) are in successful operation in atleast one (01) plant for a period not less than one (01) year reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder	-*Yes/*No
11.	Flue gas Desulphurization system details:	*Technical extract/ *paper letter/ *email/ *Drawing from user or *contract document or *scheme or *any document in public domain enclosed at annexure....to Attachment-3K
12.	Scope of Work:	*Letter of Award or *Contract or *P.O. enclosed at Annexure.....to Attachment-3K
13.	Performance details:	*Certificate/*Letter/*E-mail from End user enclosed at Annexure.....to Attachment-3K

*** Strike off whichever is not applicable.**

Signature of authorized signatory.....

- E. Slurry Pumps:** We declare that, we/our Sub-Vendor, have designed (either by itself or under collaboration / licensing agreement), *manufactured/*got manufactured and supplied at least one (1) number of Slurry Pump of minimum 80% of the flow & 100% of the head of the offered Slurry Pump(s), Centrifugal type working in Wet Limestone based FGD application or ash slurry application in coal fired power plant and which has been in successful operation for minimum one (1) year reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder, as per the details furnished below:

Sl. No.	Description	Reference Work
1.	Name of the reference plant & location:	
2.	Client name and his address:	
3.	No. of units and capacity in MW of unit:	
4.	Whether operating in a Wet Limestone based FGD application or similar process/duty application	-*Yes/*No
5.	Whether operating in a similar process/duty application	-*Yes/*No....(indicate industry type)
6.	Name of equipment manufacturer & address:	
7.	Date of commission of the equipments:	
8.	Model no. of the equipment:	
9.	Brief Technical particulars of the equipments:	
10.	Flow-	m ³ /h

Signature of authorized signatory.....

Sl. No.	Description	Reference Work
11.	Head-	 meters of liquid column
12.	Whether the equipment(s) are in successful operation in atleast one(01) plant for a period not less than one(01) year reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder	-*Yes/*No
13.	Flue gas Desulphurization system details:	*Technical extract/ *paper letter/ *email/ *Drawaing from user or *contract document or *scheme or *any document in public domain enclosed at annexure....to Attachment-3K
14.	Scope of Work:	*Letter of Award or *Contract or *P.O. enclosed at Annexure.....to Attachment-3K
15.	Performance details:	*Certificate/*Letter/*E-mail from End user enclosed at Annexure.....to Attachment-3K

*** Strike off whichever is not applicable.**

Signature of authorized signatory.....

F. Agitators: We declare that, we/our Sub-Vendor, have designed (either by itself or under collaboration / licensing agreement),*manufactured/*got manufactured and supplied at least one (1) number of Agitators with rating not less than that supplied for 500 MW or higher size unit for similar application, Vertical/Horizontal type working in Wet Limestone based FGD application in Coal fired power plant and which has been in successful operation for minimum one(1) year reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder, as per the details furnished below::

Sl. No.	Description	Reference Work
1.	Name of the reference plant & location:	
2.	Client name and his address:	
3.	No. of units and capacity in MW of unit:	
4.	Whether power plant is coal fired	-*Yes/*No
5.	Whether operating in a Wet Limestone based FGD application in coal fired power plant	-*Yes/*No
6.	Name of equipment manufacturer & address:	
7.	Date of commission of the equipments:	
8.	Model no. of the equipment:	
9.	Brief Technical particulars of the equipments:	
10.	Agitators supplied for	MW unit size

Signature of authorized signatory.....

Sl. No.	Description	Reference Work
11.	Whether the equipment(s) are in successful operation in atleast one(01) plant for a period not less than one(01) year reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder	-*Yes/*No
12.	Flue gas Desulphurization system details:	*Technical extract/ *paper letter/ *email/ *Drwaing from user or *contract document or *scheme or *any document in public domain enclosed at annexure....to Attachment-3K
13.	Scope of Work:	*Letter of Award or *Contract or *P.O. enclosed at Annexure.....to Attachment-3K
14.	Performance details:	*Certificate/*Letter/*E-mail from End user enclosed at Annexure.....to Attachment-3K

* Strike off whichever is not applicable.

Signature of authorized signatory.....

***2.00.00** **Applicable for Bidder/its sub vendor seeking provenness criteria as per clause no. 4.01.02 & 4.01.03, Sub section-I, Part-A of Section-VI.**

2.01.00 We, hereby confirm that we/our sub-vendor are a regular manufacturer of Booster Fan for units of atleast 500MW rating and the details in this regard on provenness criteria as per clause **4.01.02**, sub-section-I, Part-A, Section-VI are hereby furnished below:

***Bidder to strike off whichever is not applicable.**

(Data to be furnished in line with format given at 1.00.00 of this Attachment)

2.02.00 We further confirm that details in respect of collaboration / valid licencing agreement for the aforesaid equipment as per 2.01.00 above who meets the requirement stipulated at clause **4.01.02**, sub-section-I, Part-A, Section-VI are enclosed at **Annexure-.....** to this Attachment. The data in respect of provenness criteria for these equipment which are in successful operation in at least one (1) plant for a period not less than one reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder are furnished below. We further confirm that we/ our sub vendor(s) have created manufacturing and testing facilities at our/ their works as per collaborator's/ Licensor's design, manufacturing & quality control system for these equipment(s)/ Auxiliary(ies).

(Data to be furnished in line with format given at 1.00.00 of this Attachment)

***3.00.00** **Applicable for JV Company/Subsidiary Company meeting provenness criteria as per clause no. 4.01.04, Sub section-IA, Part-A of Section-VI.**

3.01.00 We, hereby confirm that JV company/ Subsidiary company (Strike off whichever is not applicable) formed for manufacturing and supply of equipment(s) (*Booster Fans, *Slurry Recirculation Pumps, *Oxidation Blowers, *Wet Limestone Grinding Mills, *Slurry Pumps, *Agitators, *vacuum belt filters) has a valid ongoing collaboration and technology transfer agreement for design, engineering, manufacturing of such equipment(s) in India with a qualified equipment manufacturer who meets the requirements stipulated at clause 4.01.02 of sub-section-I, Part-A, Section VI of bidding documents (or the technology provider of the qualified equipment manufacturer). Further, in such a case, such qualified equipment manufacturers is having, directly or indirectly through its holding company/subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/subsidiary company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture / Subsidiary or up to the end of defect liability period of the contract, whichever is later. Before taking up the manufacturing of such equipment(s) (*Booster Fans, *Slurry Recirculation Pumps, *Oxidation Blowers, *Wet Limestone Grinding Mills, *Slurry

Signature of authorized signatory.....

Pumps,*Agitators, vacuum belt filters), we/ our sub vendor(s) *will create /*have created manufacturing facilities at his works as per collaborator's/licenser's design, manufacturing and quality control system.

We further confirm that details in respect of collaboration / valid licencing agreement for the aforesaid equipment(s) (*Booster Fans, *Slurry Recirculation Pumps, *Oxidation Blowers, *Wet Limestone Grinding Mills, *Slurry Pumps, *Agitators, vacuum belt filters) who meets the requirement stipulated at clause **4.01.02**, sub-section-I, Part-A, Section-VI for are enclosed at **Annexure-.....** to this Attachment.

In addition, the Bidder along with its sub-vendors, as per 3.01.00 above (if applicable) and the qualified Oxidation Blower manufacturer and its holding/ subsidiary Company, as applicable, shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format enclosed at **Attachment-3K**

***4.00.00 Applicable for Bidder/his sub vendors seeking provenness criteria as per clause no. 4.01.05, Sub section-I, Part-A of Section-VI.**

4.01.00 We, hereby confirm that *we/*our sub-vendors is a manufacturer of Blowers/compressors for minimum 50 NM³/min capacity. (Details of references enclosed at Annexure)

(Data to be furnished in line with format given at 1.00.00 of this Attachment))

4.02.00 We further confirm that details in respect of collaboration / valid licencing agreement for the Oxidation Blower between *us/*our sub-vendors, as per 4.01.00 above, and with qualified Oxidation Blower manufacturer, who meets the requirement stipulated at clause **4.01.02**, sub-section-I, Part-A, Section-VI are enclosed as per **Annexure-.....** to this Attachment. The data in respect of provenness criteria for the qualified Oxidation Blower manufacturer, which are in successful operation in at least one (1) plant for a period not less than one reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder are furnished below. We further confirm that we/ our sub vendor(s) have created manufacturing and testing facilities at our/ their works as per collaborator's/ Licensor's design, manufacturing & quality control system for the Oxidation Blowers.

We further confirm that before taking up the manufacturing of such Oxidation Blower *we/ *our sub vendor(s) *will create /*have created manufacturing facilities at his works as per collaborator's/licenser's design, manufacturing and quality control system.

Signature of authorized signatory.....

We further confirm that details in respect of collaboration / valid licencing agreement for the Oxidation Blowers who meets the requirement stipulated at clause **4.01.02**, sub-section-I, Part-A, Section-VI for are enclosed at **Annexure-.....** to this Attachment. In addition, the Bidder along with our sub-vendors, as per 4.01.00 above (if applicable) and the qualified Oxidation Blower manufacturer and its holding/ subsidiary Company, as applicable, shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format enclosed at **Attachment-3K**.

(Data to be furnished in line with format given at 1.00.00 of this Attachment)

***5.00.00** **Applicable for Bidder/his sub vendors seeking provenness criteria as per clause no. 4.01.06, Sub section-I, Part-A of Section-VI.**

5.01.00 We, hereby confirm that *we/*our sub-vendors is a manufacturer of Dry Grinding Mills for minimum 20 T/h capacity. (Details of references enclosed at Annexure)

(Data to be furnished in line with format given at 1.00.00 of this Attachment))

5.02.00 We further confirm that details in respect of collaboration / valid licencing agreement for the Wet Grinding Mills between *us/*our sub-vendors, as per 5.01.00 above, and with qualified Wet Grinding Mill manufacturer, who meets the requirement stipulated at clause **4.01.02**, sub-section-I, Part-A, Section-VI are enclosed at **Annexure-.....** to this Attachment. The data in respect of proveneness criteria for the qualified Wet Grinding Mill manufacturer, which is in successful operation in at least one (1) plant for a period not less than one reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder are furnished below.

(Data to be furnished in line with format given at 1.00.00 of this Attachment)

We further confirm that before taking up the manufacturing of such Wet Grinding Mill *we/ *our sub vendor(s) *will create /*have created manufacturing facilities at his works as per collaborator's/licenser's design, manufacturing and quality control system.

In addition, the Bidder along with our sub-vendors, as per 5.01.00 above (if applicable) and the qualified Wet Grinding Mill manufacturer and its holding/ subsidiary Company, as applicable, shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format enclosed at **Attachment-3K**.

Signature of authorized signatory.....

(Data to be furnished in line with format given at 1.00.00 of this Attachment)

- *6.00.00** **Applicable for Bidder/his sub vendors seeking provenness criteria as per clause no. 4.01.07, Sub section-I, Part-A of Section-VI.**
- 6.01.00** We, hereby confirm that *we/*our sub-vendors is a manufacturer of a manufacturer of Agitators for similar process/duty application in petrochemical or metals and mining industry. (Details of references enclosed at Annexure)

(Data to be furnished in line with format given at 1.00.00 of this Attachment))

- 6.02.00 We further confirm that details in respect of collaboration / valid licencing agreement for the Agitator between *us/*our sub-vendors, as per 6.01.00 above, and with qualified Agitator manufacturer, who meets the requirement stipulated at clause **4.01.02**, sub-section-I, Part-A, Section-VI are enclosed at **Annexure-.....** to this Attachment. The data in respect of proveneness criteria for the qualified Agitator manufacturer, which is in successful operation in at least one (1) plant for a period not less than one reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder are furnished below.

We further confirm that before taking up the manufacturing of such Agitator, *we/ *our sub vendor(s) *will create /*have created manufacturing facilities at his works as per collaborator's/licenser's design, manufacturing and quality control system.

In addition, the Bidder along with our sub-vendors, as per 6.01.00 above (if applicable) and the qualified Agitators manufacturer and its holding/ subsidiary Company, as applicable, shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format enclosed at **Attachment-3K**.

(Data to be furnished in line with format given at 1.00.00 of this Attachment)

Signature of authorized signatory.....

***7.00.00** **Applicable for Bidder/his sub vendors seeking provenness criteria as per clause no. 4.01.08, Sub section-I, Part-A of Section-VI.**

7.01.00 We, hereby confirm that *we/*our sub-vendors is a manufacturer of a manufacturer of Slurry Pumps who meets the requirements stipulated at clause 4.01.02 (e), sub-section-I, Part-A, Section-VI.
(Details of references enclosed at Annexure)

(Data to be furnished in line with format given at 1.00.00 of this Attachment)

7.02.00 We further confirm that details in respect of collaboration / valid licencing agreement for the Slurry Recirculation Pumps, between *us/*our sub-vendors, as per 7.01.00 above, and with qualified Slurry Recirculation Pump manufacturer, who meets the requirement stipulated at clause **4.01.02(b)**, sub-section-I, Part-A, Section-VI are enclosed at **Annexure-.....** to this Attachment. The data in respect of proveneness criteria for the qualified Slurry Recirculation Pump manufacturer, which is in successful operation in at least one (1) plant for a period not less than one reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder are furnished below.

We further confirm that before taking up the manufacturing of such Slurry Recirculation Pumps, *we/ *our sub vendor(s) *will create /*have created manufacturing facilities at his works as per collaborator's/licenser's design, manufacturing and quality control system.

In addition, the Bidder along with our sub-vendors, as per 7.01.00 above (if applicable) and the qualified Lime stone slurry recirculation pump manufacturer and its holding/ subsidiary Company, as applicable, shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format enclosed at **Attachment-3K**.

(Data to be furnished in line with format given at 1.00.00 of this Attachment)

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
FOR *BOOSTER FANS/*SLURRY RECIRCULATION PUMPS/*OXIDATION BLOWERS/*WET LIMESTONE GRINDING MILLS/*SLURRY
PUMPS/*AGITATORS/*VACUUM BELT FILTERS (TO BE FILLED SEPARATELY FOR EACH APPLICABLE EQUIPMENT)
AS PER CLAUSE 4.01.04 OF SUB-SECTION-I, PART A, SECTION VI**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR, INDIAN JV/SUBSIDIARY COMPANY MEETING THE REQUIREMENTS SPECIFIED AT CLAUSE NO. 4.01.04 OF SUB-SECTION-I, PART A, SECTION VI AND THE QUALIFIED EQUIPMENT MANUFACTURER & ITS *HOLDING/*SUBSIDIARY COMPANY(IES), AS APPLICABLE, MEETING THE REQUIREMENTS AS PER CLAUSE 4.01.02 OF SUB-SECTION-I, PART A, SECTION VI FOR *BOOSTER FANS/*SLURRY RECIRCULATION PUMP/*OXIDATION BLOWERS/*WET LIMESTONE GRINDING MILLS/*SLURRY PUMPS/*AGITATORS/*VACUUM BELT FILTERS IN WHICH EXECUTANT OF THE DJUs ARE JOINTLY AND SEVERALLY LIABLE FOR THE SUCCESSFUL PERFORMANCE OF THE *BOOSTER FANS/*SLURRY RECIRCULATION PUMP/*OXIDATION BLOWERS/*WET LIMESTONE GRINDING MILLS/*SLURRY PUMPS/*AGITATORS/*VACUUM BELT FILTERS

The DEED OF UNDERTAKING executed thisday ofTwo thousandby M/sa Company incorporated underhaving its Registered Office at (hereinafter called the "Bidder/Contractor", which expression shall include its successors, administrators, executors and permitted assigns) AND

****M/s**, a JV / SUBSIDIARY COMPANY as per the requirement of clause 4.01.04 of sub-section-I, Part-A, Section-VI, incorporated under having its Registered Office at (hereinafter called the " Indian JV/ SUBSIDIARY Manufacturing Company"), which expression shall include its successors, administrators, executors and permitted assigns) AND

M/shaving its Registered Office at (hereinafter called the "Qualified Equipment Manufacturer", which expression shall include its successors, administrators, executors and permitted assigns) AND

*M/sA Company registered underhaving its Registered Office at , hereinafter called holding/ subsidiary company of the qualified equipment manufacturer in favour of NTPC Limited, A Government of India Enterprise, incorporated under the Companies Act, 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 INDIA (hereinafter called "NTPC" or "Employer" which expression shall include its successors, administrators, executors and assigns).

Signature of authorized signatory.....

WHEREAS, the Employer invited Bids for design, engineering, manufacture, supply, transportation to site, construction, installation, testing, commissioning and conductance of guarantee tests for the **Flue Gas Desulphurisation (FGD) System Package for North Karanpura STPP (3X660MW)** (hereinafter referred to as "Plant") vide its Bidding Document No. **CS-4410-109-2**.

AND WHEREAS vide clause 4.01.04 of Sub-Section-I, Part A, Section VI of bidding documents, it has been specified that a Qualified Indian Manufacturing Company can also manufacture equipment listed at clause no. 4.01.02 (...) of Sub-Section-I, Part A, Section VI for which it is qualified, provided that it has a valid ongoing collaboration and technology transfer agreement for design, engineering, manufacturing of ***BOOSTER FANS/*SLURRY RECIRCULATION PUMP/*OXIDATION BLOWERS/*WET LIMESTONE GRINDING MILLS/*SLURRY PUMPS/*AGITATORS/*VACUUM BELT FILTERS** in India with a qualified equipment manufacturer who meets the requirements stipulated at clause 4.01.02(...) of Sub-Section-I, Part-A, Section-VI of bidding documents. Before taking up the manufacturing of ***BOOSTER FANS/*SLURRY RECIRCULATION PUMP/*OXIDATION BLOWERS/*WET LIMESTONE GRINDING MILLS/*SLURRY PUMPS/*AGITATORS/*VACUUM BELT FILTERS**, the bidder/ his sub-vendor(s) must create /have created manufacturing facilities at his works as per collaborator's/ licensor's design, manufacturing and quality control system for Wet limestone Grinding mill. In addition, the Bidder/Contractor along with the Qualified Indian JV/SUBSIDIARY Manufacturing Company, qualified equipment manufacturers and its holding/subsidiary company shall furnish DJU for each equipment in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment.

WHEREAS M/s (Bidder/Contractor) has submitted its proposal in response to the aforesaid Invitation for Bid by the Employer bearing No. dated for **Flue Gas Desulphurisation (FGD) System Package for North Karanpura STPP (3X660MW)** (hereinafter referred to as "Plant") vide its Bidding Document No. **CS-4410-109-2**.

AND WHEREAS M/s (Indian JV/SUBSIDIARY Company) meets the requirement of clause 4.01.04 of sub-section-I, Part-A, Section-VI and has a valid ongoing collaboration*/licensing* agreement for design, engineering, manufacturing of(Name Of Equipment) in India with M/swho meets the requirements stipulated at clause 4.01.02(a)*/(b)*/(c)*/(d)*/(e)*/(f)*/(g)* of Sub-Section-I, Part A, Section-VI of bidding documents.

AND WHEREAS M/s (Qualified Equipment Manufacturer) meets the requirements of clause 4.01.02 of sub-section-I, Part-A, Section-VI for(Name Of Equipment)

AND WHEREAS M/s..... directly*/indirectly through its holding/subsidiary company M/s* have atleast 26% equity participation in the Indian JV/SUBSIDIARY Company which shall be maintained for a lock in period of seven (7) years from the date of incorporation of the Indian JV/ SUBSIDIARY Company or upto the end of defect liability of the contract whichever is later.

Signature of authorized signatory.....

AND WHEREAS the Bidder/Contractor along with the *Qualified Indian Manufacturing Company , Qualified Equipment Manufacturers alongwith its holding/subsidiary company are required to jointly execute and furnish prior to the placement of order for..... (Name of equipment), an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for successful performance of the (Name of Equipment) for **North Karanpura STPP (3X660MW) Project** fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per the Bidding Documents, in the event the bid is accepted by the Employer resulting into a Contract.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. We the Qualified Equipment Manufacturer and the Indian JV/SUBSIDIARY Company and the Bidder/Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the (Name of Equipment).
2. In case of any breach of the Contract committed by the Indian JV/SUBSIDIARY, we the Bidder/Contractor and Qualified Equipment Manufacturer do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the (Name of Equipment) and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Indian JV/SUBSIDIARY Company obligations stipulated under the Contract. Further, if the Employer sustains any loss or damage on account of any breach of the Contract for the (Name of Equipment), we the Bidder/Contractor and Qualified Equipment Manufacturer 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/ his Sub-Vendor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Indian JV/SUBSIDIARY Company / Bidder/Contractor before proceeding against the Qualified Equipment Manufacturer nor any extension of time or any relaxation given by the Employer to the Qualified Indian Manufacturing Company / **Bidder/Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Qualified Equipment Manufacturer.
3. The liability of the Contractor, his sub-vendor and Associate/Collaborator shall be limited to an amount equal to 100% of the value of the contract** between the contractor and the sub supplier for the equipment.
4. Without prejudice to the generality of the Undertaking in paragraph 1 above, the manner of achieving the objective set forth in paragraph 1 above shall be as follows:
 - (a) We the Qualified Equipment Manufacturer shall ensure that complete design, manufacturing, quality assurance and installation of the (Name of Equipment) is carried out inline with our manufacturing & quality drawings and

Signature of authorized signatory.....

procedures and shall be fully responsible for its compliance so as to ensure satisfactory, reliable, safe and trouble free performance of (Name of Equipment).

Further, we, the Qualified Equipment Manufacturer shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Qualified Indian Manufacturing Company's works and/ or at Employer's project site.

Further, the Qualified Equipment Manufacturer shall depute their technical experts from time to time to the Indian JV/SUBSIDIARY Manufacturing Company's works/ Employer's project site as required by the Employer and agreed to by Indian JV/SUBSIDIARY Manufacturing Company to facilitate the successful performance of the (Name of Equipment) as stipulated in the aforesaid Contract.

Further, the Qualified Equipment Manufacturer shall ensure proper design, manufacture, installation, testing and successful performance of the (Name of Equipment) under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Qualified Equipment Manufacturer shall advise the Indian JV/SUBSIDIARY Manufacturing Company suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (b) In the event Indian JV/SUBSIDIARY Manufacturing Company /Contractor fail to demonstrate that the (Name of Equipment) meets the guaranteed parameters and demonstration parameters as specified in the contract, the Qualified Equipment Manufacturer shall promptly carry out all the corrective measures related to engineering services at their own expense and shall promptly provide corrected design to the Employer.
- (c) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the (Name of Equipment) and payment of financial liabilities and penalties and fulfillment of all other contractual obligations as provided under the contract shall be the joint and severally responsibility of the Contractor and Indian JV/SUBSIDIARY Manufacturing Company and Qualified Equipment Manufacturer.

- 5. We, the Bidder/Contractor and Qualified Equipment Manufacturer and the Indian JV/SUBSIDIARY Manufacturing Company do hereby undertake and confirm that this Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the end of the defect liability period of the equipment covered under the Contract and further stipulate that the Undertaking herein contained shall terminate after ninety (90) days of satisfactory completion of such defect liability period. In case of delay in completion of defect liability period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. We further agree that this Undertaking shall be

Signature of authorized signatory.....

without any prejudice to the various liabilities of the Contractor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.

6. The Bidder/Contractor and Qualified Equipment Manufacturer will be fully responsible for the quality of all the equipment/main assemblies/components manufactured at their works or at their Vendors' works or constructed at site, and their repair or replacement, if necessary, for incorporation in the Plant and timely delivery thereof to meet the completion schedule under the Contract.
7. In case of Award, in addition to the Contract Performance Security for the Contract, the Qualified Equipment Manufacturer, Its holding/subsidiary company (as applicable) and Indian JV/SUBSIDIARY manufacturing company shall furnish 'as security' an on demand Performance Bank Guarantee in favour of the Employer as per provisions of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 1.5 Million (Indian Rupees One and half Million) for each** and it shall be guarantee towards 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 till ninety (90) days beyond the end of defect liability period of the last equipment covered under 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 guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.
8. 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 Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.
9. We, the Bidder/Contractor and Qualified Equipment Manufacturer and the Indian JV/SUBSIDIARY Manufacturing Company shall form an integral part of the Contracts from the date of signing of this Deed of Joint Undertaking. We further agree that this Deed of Joint Undertaking shall continue to be enforceable till its validity.
10. That this Deed of Joint Undertaking shall be operative from the effective date of signing of this Deed of Joint Undertaking.

IN WITNESS WHEREOF, the Bidder/Contractor and Qualified Equipment Manufacturer and its holding/subsidiary company (as applicable) and the Indian JV/SUBSIDIARY Manufacturing Company through their authorised representatives, have executed these presents and affixed common seal of their respective companies, on the day, month and year first mentioned above.

1. WITNESS
For M/s
(Bidder/Contractor)

Signature of authorized signatory.....

.....
(Signature Name)

(Signature of the Authorised
Representative)

.....
(Official Address)

Name

Designation

Common Seal of the
Company

1. WITNESS

For M/s
(Indian JV/SUSIDIARY Company)

.....
(Signature Name)
Representative)

(Signature of the Authorised

.....
(Official Address)

Name.....

Designation

Company

Common Seal of the

1. WITNESS

For M/s
(Qualified Equipment Manufacturer)

.....
(Signature Name)

(Signature of the Authorised
Representative)

Signature of authorized signatory.....

.....
(Official Address)

Name.....

Designation

Common Seal of the
Company

1. WITNESS

For M/s
(Holding/subsidiary company to Qualified Equipment Manufacturer)

.....

(Signature of the Authorised
Representative)

(Signature Name)

.....

(Official Address)

Name.....

Designation

Company

Common Seal of the

Note : Power of Attorney of the persons signing the said Deed of Joint Undertaking is to be furnished.

* Contractor/Sub-Vendor shall strike out, whichever is not applicable

** copy of priced purchase order for the equipment/system shall be furnished by the Bidder.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
FOR WET LIMESTONE GRINDING MILLS
AS PER CLAUSE 4.01.05 (i) OF SUB-SECTION-I, PART A, SECTION VI**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR, QUALIFIED INDIAN MANUFACTURING COMPANY MEETING THE REQUIREMENTS SPECIFIED AT CLAUSE NO. 4.01.06 OF SUB-SECTION-I, PART A, SECTION VI ALONGWITH QUALIFIED EQUIPMENT MANUFACTURER OF WET LIMESTONE GRINDING MILLS MEETING THE REQUIREMENTS AS PER CLAUSE 4.01.02 (d) OF SUB-SECTION-I, PART A, SECTION VI FOR SUCCESSFUL PERFORMANCE OF WET LIMESTONE GRINDING MILLS IN WHICH EXECUTANT OF THE DJU ARE JOINTLY AND SEVERALLY LIABLE FOR THE SUCCESSFUL PERFORMANCE OF THE WET LIMESTONE GRINDING MILLS

The DEED OF UNDERTAKING executed thisday ofTwo thousandby M/sa Company incorporated underhaving its Registered Office at (hereinafter called the "Bidder/Contractor", which expression shall include its successors, administrators, executors and permitted assigns) AND

**M/s, a dry Grinding mills manufacturer as per the requirement of clause 4.01.06 of sub-section-I, Part-A, Section-VI, incorporated under having its Registered Office at (hereinafter called the "Qualified Indian Manufacturing Company"), which expression shall include its successors, administrators, executors and permitted assigns) AND

M/sa Wet limestone Grinding mill manufacturer meeting the requirements of clause 4.01.02 (d) of sub-section-I, Part-A, Section-VI incorporated underhaving its Registered Office at (hereinafter called the "Qualified Equipment Manufacturer", which expression shall include its successors, administrators, executors and permitted assigns) AND

in favour of NTPC Limited, A Government of India Enterprise, incorporated under the Companies Act, 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 INDIA (hereinafter called "NTPC" or "Employer" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for design, engineering, manufacture, supply, transportation to site, construction, installation, testing, commissioning and conductance of guarantee tests for the **Flue Gas Desulphurisation (FGD) System Package for North Karanpura STPP (3X660MW)** (hereinafter referred to as "Plant") vide its Bidding Document No. **CS-4410-109-2**.

Signature of authorized signatory.....

AND WHEREAS vide clause 4.01.06 of Sub-Section-I, Part A, Section VI of bidding documents, it has been specified that a Qualified Indian Manufacturing Company can also manufacture equipment listed at clause no. 4.01.02 (d) of Sub-Section-I, Part A, Section VI for which it is qualified, provided that it has a valid ongoing collaboration and technology transfer agreement for design, engineering, manufacturing of Wet limestone Grinding mill in India with a qualified equipment manufacturer who meets the requirements stipulated at clause 4.01.02(d) of Sub-Section-I, Part-A, Section-VI of bidding documents. Before taking up the manufacturing of Wet limestone Grinding mill, the bidder/ his sub-vendor(s) must create /have created manufacturing facilities at his works as per collaborator's/ licenser's design, manufacturing and quality control system for Wet limestone Grinding mill. In addition, the Bidder/Contractor along with the Qualified Indian Manufacturing Company, qualified equipment manufacturers shall furnish DJU for each equipment in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment.

WHEREAS M/s (Bidder/Contractor) has submitted its proposal in response to the aforesaid Invitation for Bid by the Employer bearing No. dated for **Flue Gas Desulphurisation (FGD) System Package for North Karanpura STPP (3X660MW)** (hereinafter referred to as "Plant") vide its Bidding Document No. **CS-4410-109-2**.

AND WHEREAS M/s (Qualified Indian Manufacturing Company) meets the requirement of clause 4.01.06 of sub-section-I, Part-A, Section-VI and has a valid ongoing collaboration and technology transfer agreement for design, engineering, manufacturing, supply of(Name Of Equipment) in India with M/swho meets the requirements stipulated at clause 4.01.02(d) of Sub-Section-I, Part A, Section-VI of bidding documents.

AND WHEREAS M/s (Qualified Equipment Manufacturer) meets the requirements of clause 4.01.02 of sub-section-I, Part-A, Section-VI for(Name Of Equipment).

AND WHEREAS the Bidder/Contractor along with the *Qualified Indian Manufacturing Company , Qualified Equipment Manufacturers, are required to jointly execute and furnish prior to the placement of order for..... (Name of equipment), an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for successful performance of the (Name of Equipment) for **North Karanpura STPP (3X660MW)(Name of Project.....)** fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per the Bidding Documents, in the event the bid is accepted by the Employer resulting into a Contract.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. We the Qualified Equipment Manufacturer and the Qualified Indian Manufacturing Company and the Bidder/Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the (Name of Equipment).

Signature of authorized signatory.....

2. In case of any breach of the Contract committed by the Qualified Indian Manufacturing Company, we the Bidder/Contractor and Qualified Equipment Manufacturer do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the (Name of Equipment) and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Qualified Indian Manufacturing Company obligations stipulated under the Contract. Further, if the Employer sustains any loss or damage on account of any breach of the Contract for the (Name of Equipment), we the Bidder/Contractor and Qualified Equipment Manufacturer 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/ his Sub-Vendor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Indian Qualified Indian Manufacturing Company / Bidder/Contractor before proceeding against the Qualified Equipment Manufacturer nor any extension of time or any relaxation given by the Employer to the Qualified Indian Manufacturing Company / **Bidder/Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Qualified Equipment Manufacturer.
3. The liability of the Contractor, his sub-vendor and Associate/Collaborator shall be limited to an amount equal to 100% of the value of the contract** between the contractor and the sub supplier for the equipment.
4. Without prejudice to the generality of the Undertaking in paragraph 1 above, the manner of achieving the objective set forth in paragraph 1 above shall be as follows:
 - (a) We the Qualified Equipment Manufacturer shall ensure that complete design, manufacturing, quality assurance and installation of the (Name of Equipment) is carried out inline with our manufacturing & quality drawings and procedures and shall be fully responsible for its compliance so as to ensure satisfactory, reliable, safe and trouble free performance of (Name of Equipment).

Further, we, the Qualified Equipment Manufacturer shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Qualified Indian Manufacturing Company's works and/ or at Employer's project site.

Further, the Qualified Equipment Manufacturer shall depute their technical experts from time to time to the Qualified Indian Manufacturing Company's works/ Employer's project site as required by the Employer and agreed to by Qualified Indian Manufacturing Company to facilitate the successful performance of the (Name of Equipment) as stipulated in the aforesaid Contract.

Signature of authorized signatory.....

Further, the Qualified Equipment Manufacturer shall ensure proper design, manufacture, installation, testing and successful performance of the (Name of Equipment) under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Qualified Equipment Manufacturer shall advise the Qualified Indian Manufacturing Company suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (b) In the event Qualified Indian Manufacturing Company /Contractor fail to demonstrate that the (Name of Equipment) meets the guaranteed parameters and demonstration parameters as specified in the contract, the Qualified Equipment Manufacturer shall promptly carry out all the corrective measures related to engineering services at their own expense and shall promptly provide corrected design to the Employer.
- (c) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the (Name of Equipment) and payment of financial liabilities and penalties and fulfillment of all other contractual obligations as provided under the contract shall be the joint and severally responsibility of the Contractor and Qualified Indian Manufacturing Company and Qualified Equipment Manufacturer.

- 5. We, the Bidder/Contractor and Qualified Equipment Manufacturer and the Qualified Indian Manufacturing Company do hereby undertake and confirm that this Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the end of the defect liability period of the equipment covered under the Contract and further stipulate that the Undertaking herein contained shall terminate after ninety (90) days of satisfactory completion of such defect liability period. In case of delay in completion of defect liability period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. We further agree that this Undertaking shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
- 6. The Bidder/Contractor and Qualified Equipment Manufacturer will be fully responsible for the quality of all the equipment/main assemblies/components manufactured at their works or at their Vendors' works or constructed at site, and their repair or replacement, if necessary, for incorporation in the Plant and timely delivery thereof to meet the completion schedule under the Contract.
- 7. In case of Award, in addition to the Contract Performance Security for the Contract, the Qualified Equipment Manufacturer and Qualified Indian manufacturing company shall furnish 'as security' an on demand Performance Bank Guarantee in favour of the Employer as per provisions of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 1.5 Million (Indian Rupees One and half Million) for each** and it shall be guarantee towards 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 till ninety (90) days beyond the end of defect liability period of the last equipment covered under the Contract. In case of delay in completion of the defect

Signature of authorized signatory.....

liability period, the validity of this Bank Guarantee shall be extended by the period of such delay. The guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.

8. 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 Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.
9. We, the Bidder/Contractor and Qualified Equipment Manufacturer and the Qualified Indian Manufacturing Company shall form an integral part of the Contracts from the date of signing of this Deed of Joint Undertaking. We further agree that this Deed of Joint Undertaking shall continue to be enforceable till its validity.
10. That this Deed of Joint Undertaking shall be operative from the effective date of signing of this Deed of Joint Undertaking.

IN WITNESS WHEREOF, the Bidder/Contractor and Qualified Equipment Manufacturer and the Qualified Indian Manufacturing Company through their authorised representatives, have executed these presents and affixed common seal of their respective companies, on the day, month and year first mentioned above.

- | | | |
|----|-----------------------------|--|
| 1. | WITNESS | For M/s
(Bidder/Contractor) |
| |
(Signature Name) | (Signature of the Authorised
Representative) |
| |
(Official Address) | Name

Designation

Common Seal of the
Company |
| 1. | WITNESS | For M/s |

Signature of authorized signatory.....

(Qualified Indian Manufacturing Company)

.....
(Signature Name)
Representative)

(Signature of the Authorised

.....
(Official Address)

Name.....

Designation

Company

Common Seal of the

1. WITNESS

For M/s
(Qualified Equipment Manufacturer)

.....
(Signature Name)

(Signature of the Authorised
Representative)

.....
(Official Address)

Name.....

Designation

Common Seal of the
Company

Note : Power of Attorney of the persons signing the said Deed of Joint Undertaking is to be furnished.

* Contractor/Sub-Vendor shall strike out, whichever is not applicable

** copy of priced purchase order for the equipment/system shall be furnished by the Bidder.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
FOR AGITATORS
AS PER CLAUSE 4.01.07 OF SUB-SECTION-I, PART A, SECTION VI
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR, QUALIFIED INDIAN MANUFACTURING COMPANY MEETING THE REQUIREMENTS SPECIFIED AT CLAUSE NO. 4.01.07 OF SUB-SECTION-I, PART A, SECTION VI ALONGWITH QUALIFIED EQUIPMENT MANUFACTURER OF AGITATORS MEETING THE REQUIREMENTS AS PER CLAUSE 4.01.02 (f) OF SUB-SECTION-I, PART A, SECTION VI FOR SUCCESSFUL PERFORMANCE OF AGITATORS IN WHICH EXECUTANT OF THE DJU ARE JOINTLY AND SEVERALLY LIABLE FOR THE SUCCESSFUL PERFORMANCE OF THE AGITATORS

The DEED OF UNDERTAKING executed thisday ofTwo thousandby M/sa Company incorporated underhaving its Registered Office at (hereinafter called the "Bidder/Contractor", which expression shall include its successors, administrators, executors and permitted assigns) AND

****M/s, a AGITATORS** manufacturer as per the requirement of clause 4.01.07 of sub-section-I, Part-A, Section-VI, incorporated under having its Registered Office at (hereinafter called the "Qualified Indian Manufacturing Company"), which expression shall include its successors, administrators, executors and permitted assigns) AND

M/sa **AGITATORS** manufacturer meeting the requirements of clause 4.01.02 (f) of sub-section-I, Part-A, Section-VI incorporated underhaving its Registered Office at (hereinafter called the "Qualified Equipment Manufacturer", which expression shall include its successors, administrators, executors and permitted assigns) AND

in favour of NTPC Limited, A Government of India Enterprise, incorporated under the Companies Act, 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 INDIA (hereinafter called "NTPC" or "Employer" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for design, engineering, manufacture, supply, transportation to site, construction, installation, testing, commissioning and conductance of guarantee tests for the **Flue Gas Desulphurisation (FGD) System Package for North Karanpura STPP (3X660MW)** (hereinafter referred to as "Plant") vide its Bidding Document No. **CS-4410-109-2**.

AND WHEREAS vide clause 4.01.07 of Sub-Section-I, Part A, Section VI of bidding documents, it has been specified that a Qualified Indian Manufacturing Company can also manufacture equipment listed at clause no. 4.01.02 (f) of Sub-Section-I, Part A, Section VI for which it is qualified, provided that it has a valid ongoing collaboration and technology transfer agreement for design, engineering, manufacturing of

Signature of authorized signatory.....

AGITATORS in India with a qualified equipment manufacturer who meets the requirements stipulated at clause 4.01.02(f) of Sub-Section-I, Part-A, Section-VI of bidding documents. Before taking up the manufacturing of **AGITATORS**, the bidder/ his sub-vendor(s) must create /have created manufacturing facilities at his works as per collaborator's/ licensor's design, manufacturing and quality control system for Wet limestone Grinding mill. In addition, the Bidder/Contractor along with the Qualified Indian Manufacturing Company, qualified equipment manufacturers shall furnish DJU for each equipment in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment.

WHEREAS M/s (Bidder/Contractor) has submitted its proposal in response to the aforesaid Invitation for Bid by the Employer bearing No. dated for **Flue Gas Desulphurisation (FGD) System Package for North Karanpura STPP (3X660MW)** (hereinafter referred to as "Plant") vide its Bidding Document No. **CS-4410-109-2**.

AND WHEREAS M/s (Qualified Indian Manufacturing Company) meets the requirement of clause 4.01.07 of sub-section-I, Part-A, Section-VI and has a valid ongoing collaboration and technology transfer agreement for design, engineering, manufacturing, supply of(Name Of Equipment) in India with M/swho meets the requirements stipulated at clause 4.01.02(f) of Sub-Section-I, Part A, Section-VI of bidding documents.

AND WHEREAS M/s (Qualified Equipment Manufacturer) meets the requirements of clause 4.01.02 of sub-section-I, Part-A, Section-VI for(Name Of Equipment).

AND WHEREAS the Bidder/Contractor along with the *Qualified Indian Manufacturing Company , Qualified Equipment Manufacturers, are required to jointly execute and furnish prior to the placement of order for..... (Name of equipment), an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for successful performance of the (Name of Equipment) for **North Karanpura STPP (3X660MW) Project** fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per the Bidding Documents, in the event the bid is accepted by the Employer resulting into a Contract.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. We the Qualified Equipment Manufacturer and the Qualified Indian Manufacturing Company and the Bidder/Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the (Name of Equipment).
2. In case of any breach of the Contract committed by the Qualified Indian Manufacturing Company, we the Bidder/Contractor and Qualified Equipment Manufacturer do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the (Name of Equipment) and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Qualified Indian Manufacturing Company obligations stipulated under the Contract. Further, if

Signature of authorized signatory.....

the Employer sustains any loss or damage on account of any breach of the Contract for the (Name of Equipment), we the Bidder/Contractor and Qualified Equipment Manufacturer 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/ his Sub-Vendor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Indian Qualified Indian Manufacturing Company / Bidder/Contractor before proceeding against the Qualified Equipment Manufacturer nor any extension of time or any relaxation given by the Employer to the Qualified Indian Manufacturing Company / **Bidder/Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Qualified Equipment Manufacturer.

3. The liability of the Contractor, his sub-vendor and Associate/Collaborator shall be limited to an amount equal to 100% of the value of the contract** between the contractor and the sub supplier for the equipment.
4. Without prejudice to the generality of the Undertaking in paragraph 1 above, the manner of achieving the objective set forth in paragraph 1 above shall be as follows:
 - (a) We the Qualified Equipment Manufacturer shall ensure that complete design, manufacturing, quality assurance and installation of the (Name of Equipment) is carried out inline with our manufacturing & quality drawings and procedures and shall be fully responsible for its compliance so as to ensure satisfactory, reliable, safe and trouble free performance of (Name of Equipment).

Further, we, the Qualified Equipment Manufacturer shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Qualified Indian Manufacturing Company's works and/ or at Employer's project site.

Further, the Qualified Equipment Manufacturer shall depute their technical experts from time to time to the Qualified Indian Manufacturing Company's works/ Employer's project site as required by the Employer and agreed to by Qualified Indian Manufacturing Company to facilitate the successful performance of the (Name of Equipment) as stipulated in the aforesaid Contract.

Further, the Qualified Equipment Manufacturer shall ensure proper design, manufacture, installation, testing and successful performance of the (Name of Equipment) under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Qualified Equipment Manufacturer shall advise the Qualified Indian Manufacturing Company suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

Signature of authorized signatory.....

- (b) In the event Qualified Manufacturing Company /Contractor fail to demonstrate that the (Name of Equipment) meets the guaranteed parameters and demonstration parameters as specified in the contract, the Qualified Equipment Manufacturer shall promptly carry out all the corrective measures related to engineering services at their own expense and shall promptly provide corrected design to the Employer.
- (c) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the (Name of Equipment) and payment of financial liabilities and penalties and fulfillment of all other contractual obligations as provided under the contract shall be the joint and severally responsibility of the Contractor and Qualified Indian Manufacturing Company and Qualified Equipment Manufacturer.

- 5. We, the Bidder/Contractor and Qualified Equipment Manufacturer and the Qualified Indian Manufacturing Company do hereby undertake and confirm that this Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the end of the defect liability period of the equipment covered under the Contract and further stipulate that the Undertaking herein contained shall terminate after ninety (90) days of satisfactory completion of such defect liability period. In case of delay in completion of defect liability period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. We further agree that this Undertaking shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
- 6. The Bidder/Contractor and Qualified Equipment Manufacturer will be fully responsible for the quality of all the equipment/main assemblies/components manufactured at their works or at their Vendors' works or constructed at site, and their repair or replacement, if necessary, for incorporation in the Plant and timely delivery thereof to meet the completion schedule under the Contract.
- 7. In case of Award, in addition to the Contract Performance Security for the Contract, the Qualified Equipment Manufacturer and Qualified Indian manufacturing company shall furnish 'as security' an on demand Performance Bank Guarantee in favour of the Employer as per provisions of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 1.5 Million for each (Indian Rupees One and half Million)** and it shall be guarantee towards 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 till ninety (90) days beyond the end of defect liability period of the last equipment covered under 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 guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.

Signature of authorized signatory.....

8. 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 Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.
9. We, the Bidder/Contractor and Qualified Equipment Manufacturer and the Qualified Indian Manufacturing Company shall form an integral part of the Contracts from the date of signing of this Deed of Joint Undertaking. We further agree that this Deed of Joint Undertaking shall continue to be enforceable till its validity.
10. That this Deed of Joint Undertaking shall be operative from the effective date of signing of this Deed of Joint Undertaking.

IN WITNESS WHEREOF, the Bidder/Contractor and Qualified Equipment Manufacturer and the Qualified Indian Manufacturing Company through their authorised representatives, have executed these presents and affixed common seal of their respective companies, on the day, month and year first mentioned above.

- | | | |
|----|-----------------------------|--|
| 1. | WITNESS | For M/s
(Bidder/Contractor) |
| |
(Signature Name) | (Signature of the Authorised
Representative) |
| |
(Official Address) | Name
Designation
Common Seal of the
Company |
| 1. | WITNESS | For M/s
(Qualified Indian Manufacturing Company) |
| | | (Signature of the Authorised |

Signature of authorized signatory.....

(Signature Name)
Representative)

.....
(Official Address)

Name.....

Designation

Company

Common Seal of the

1. WITNESS

For M/s
(Qualified Equipment Manufacturer)

.....
(Signature Name)

(Signature of the Authorised
Representative)

.....
(Official Address)

Name.....

Designation

Common Seal of the
Company

Note : Power of Attorney of the persons signing the said Deed of Joint Undertaking is to be furnished.

* Contractor/Sub-Vendor shall strike out, whichever is not applicable

** copy of priced purchase order for the equipment/system shall be furnished by the Bidder.

Signature of authorized signatory.....