

Sub : Sub-Qualifying Requirements for the Condensate Polishing Plant

- A** In terms of clause no. 4.14 a) of Chapter 04, "Provenness" , Volume II, We/our sub-vendor confirm that we have designed, supplied, erected and commissioned at least one (1) condensate polishing plant of mixed bed, deep bed type consisting of service vessel of minimum capacity of 500 m³/hr. The plant shall have external regeneration system, incorporating the same resin separation and regeneration process as proposed by the bidder/ its subvendor for this package. The above plant should have been in successful operation for a period of at least one (1) year prior to date of Techno-Commercial bid opening as per following details:

Sl. No.	Description	Plant-I
1.	Name of Client	
2.	Location of the plant & address with name of contract person(s) with contract tel. & fax no.	
3.	Order No. and Date	
4.	Number and Capacity of Service Vessels (in Cu.m/hr.) in the above plant	
5.	Whether bidder's scope included	
	(i) Design	Yes* / No*
	(ii) Supply	Yes* / No*
	(iii) Erection	Yes* / No*
	(iv) Commissioning	Yes* / No*
6.	Whether the above Condensate Polishing Plant have external regeneration system	Yes* / No*
7.	Process of resin separation and regeneration adopted in the above Condensate Polishing Plant (Bidder to describe)	

Signature of authorized signatory.....

Sl. No.	Description	Plant-I
8.	Whether the process of resin separation and regeneration proposed for this package is same as that of the process adopted in the above Condensate Polishing Plant	Yes* / No*
9.	Date of Commissioning of the Condensate Polishing Plant	
10.	Number of years of successful operation of above Condensate Polishing Plant prior to the date of Techno-commercial Bid Opening	
11.	Whether Documentary evidence/ certificate(s) from client enclosed for the above data (for Sl. No. 1 to 10)	Yes* / No*

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

Signature of authorized signatory.....

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
CONDENSATE POLISHING PLANT (CPU) PACKAGE
FOR "PANKI THERMAL POWER
STATION (1 x 660 MW)"**

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

Clause no. 4.14 (a) of Chapter 04, "Provenness" , Volume II)

This DEED of JOINT UNDERTAKING executed this day of Two thousand 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 Condensate Polishing Plant Package for Panki Thermal Power Station (1x660 MW) hereinafter referred to as "Plant" vide its Bid Document No : 14A14-SPC-G-0001 .

AND WHEREAS Clause no. 4.14 (b) Chapter 04, "Provenness" , Volume II, bidding documents stipulates that bidding is open to Bidder who is a Contractor in Water Treatment Plant and has executed at least one (1) no. Ion exchange based Demineralising Plant of minimum capacity of 60 Cum per hour consisting of maximum two (2) streams and associates/collaborates for this Bid with an Associate who in turn fully meets the requirements stipulated Clause no. 4.14 (a) of Chapter 04, "Provenness" , Volume II, in Bidding Documents.

AND WHEREAS M/s..... (Bidder) is entitled to bid under Clause no. 4.14 (b) 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 Condensate Polishing Plant 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 Condensate Polishing Plant Package.

Signature of authorized signatory.....

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 Station (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. 4.14 (a) of Sub Chapter 04, "Provenness", Volume II, and in order to fully meet the requirements Clause no. 4.14 (a) of Chapter 04, "Provenness", Volume II, desires to associate with M/s [hereinafter referred to as Associate] who meets the requirements of Clause no. 4.14 (a) 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 Condensate Polishing Plant under the Contract for which the Associate is associated for Condensate Polishing Plant Package of "Panki Thermal Power Station (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 Condensate Polishing Plant 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 Condensate Polishing Plant 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.

Signature of authorized signatory.....

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 & commissioning and extending all necessary support for putting in to satisfactory operation and carrying out the Guarantee Tests for Condensate Polishing Plant 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 Condensate Polishing Plant 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 Condensate Polishing Plant 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 Condensate Polishing Plant 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 Condensate Polishing Plant 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 Condensate Polishing Plant 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 Station (1x660 MW) and further stipulate that the Undertaking herein

Signature of authorized signatory.....

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 2.8 Million (Rupees Two Million Eight Hundred Thousand)** 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 of the Condensate Polishing Plant Package 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 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.

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.

Signature of authorized signatory.....

For M/s
(Associate/Collaborator)

Witness :

1.

.....
(Name in Block Letters)

.....
(Official Address)
-
(Signature of the authorised representative)

Name :
Designation :
Common Seal of the Company
.....

For M/s.....
(Bidder/ Contractor)
2.

.....
(Name in Block Letters)

.....
(Official Address)
-
(Signature of the authorised representative)

Name :
Designation :
Common Seal of the Company
.....

For M/s.....
(Sub-vendor)
3.

.....
(Name in Block Letters)

.....
(Official Address)
-
(Signature of the authorised representative)

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.....

B. Details of Associate

In terms of clause no. 4.14 (b) of Chapter 04, "Provenness" , Volume II, we confirm that, we are is a contractor in water treatment plant and has executed at least one (1) number Ion Exchange Based demineralising plant of minimum capacity of 60 Cu.m/hr consisting of maximum two (2) streams and associates for this bid with an associate who in turn fully meets the requirements stipulated at 4.14 (a) above as per following details:

Sl. No.	Description	Plant-I
1.	Name of Client	
2.	Location of the plant & address with name of contact person(s) with contact tel. & fax. no.	
3.	Order No. and Date	
4.	Number of DM Stream(s) executed in the plant	
5.	Capacity of each stream (Cum/hr.)	
6.	Date of Commissioning of the DM Stream(s)	
7.	Whether Documentary evidence/ certificate(s) from client enclosed for the above data (for Sl. No.1 to 6)	Yes/No

Signature of authorized signatory.....

Details of Associate :

In support of qualifying requirements of Clause 4.14 of Chapter 04, "Provenness" , Volume II of Technical Specification, we purpose to associate with M/s. We confirm that our Associate, have designed, supplied, erected and commissioned atleast one (1) condensate polishing plant of mixed bed, deep bed type consisting of service vessel of minimum capacity of 500 m³/hr. The plant has external regeneration system, incorporating the same resin separation and regeneration process as proposed by for this package. The above plant is in successful operation for a period of at least one (1) year as on date of bid opening as per details below.

- Sl. No.	Description	Plant-I
-		
1.	Name of Associate	
2.	Location of the plant & address with name of contact person(s) with contact tel. & fax. no.	
3.	Order No. and Date	
4.	Number and Capacity of Service Vessels (in Cum/hr) in the above Plant	
5.	Whether the scope of work included	
	a) Design	Yes/No
	b) Supply	Yes/No
	c) Erection	Yes/No
	d) Commissioning	Yes/No
6.	Whether the above Condensate Polishing Plant have external regeneration system	Yes/No
7.	Process of resin separation and regeneration adopted in the above Condensate Polishing Plant Associate to describe)	Yes/No

Signature of authorized signatory.....

- Sl. No.	Description	Plant-I
8.	Whether the process of resin separation and regeneration proposed for this package is same as that of the process adopted in the above Condensate Polishing Plant	Yes/No
9.	Date of Commissioning of the Condensate Polishing Plant	
10.	Number of years of successful operation of above condensate Polishing plant prior to the date of Techno-commercial Bid opening	
11.	Whether Documentary evidence/ certificate(s) from client enclosed for the above data (for Sl. No. 3 to 12)	Yes/No
12.	Quality of Condensate at the outlet the Condensate Polishing Plant achieved/guaranteed	
	a) Sodium (ppb) as Na	
	b) Chloride (ppb) as Cl	
	c) Silica (ppb) as SiO ₂	
	d) Iron (ppb)	
	e) Crud	

- Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

Signature of authorized signatory.....