

CRITICAL EQUIPMENT, AUXILIARIES, SYSTEMS & BOUGHT OUT ITEMS FOR FLUE GAS DESULPHURISATION (FGD) SYSTEM

Summary of Critical Equipment indicated under clause 4.26, sub-section-IA, 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
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*Slurry Recirculation Pumps			*4.26.1 / *4.26.2 / *4.26.6
Oxidation Blowers			*4.26.1 / *4.26.2 / *4.26.3
Wet limestone Grinding mills			*4.26.1 / *4.26.2 / *4.26.4
Slurry Pumps			*4.26.1 / *4.26.2
Agitators			*4.26.1 / *4.26.2 / *4.26.5
Vacuum Belt filters			*4.26.1 / *4.26.2

Note : *Strike-off whichever is not applicable.

1. If qualification sought as per clause 4.26.1 then the details of the sub vendor (manufacturer) shall be filled by the bidder in the format A to F.
2. If the qualification sought as per the clause 4.26.2, 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 collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such equipment in India with the collaborator or technology licensor who meets the requirement stipulated at 3.1.
 - 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.

Signature of authorized signatory.....

Further, the details of collaborator or technology licensor or technology provider of the qualified equipment manufacturer who meets the requirement stipulated at 4.26.1, sub-section-IA, Part-A of Section-VI shall be filled by the Bidder in the format A to F (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. 4.26.1, Sub section-IA, 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 ~~Slurry Recirculation Pumps, Oxidation Blowers, Wet Limestone Grinding Mills, Slurry Pumps, & Agitators~~ which have been designed (either by self manufacturer or under Collaboration/Licencing 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 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:

Signature of authorized signatory.....

- E. Agitators:** We declare that, we/our Sub-Vendor, have 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
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

Signature of authorized signatory.....

12. 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
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

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

Signature of authorized signatory.....

7. Date of commission of the equipment:
8. Model no. of the equipment:
9. Brief Technical particulars of the equipment:
10. Capacity-TPH
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/
*Drawing 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

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* Strike off whichever is not applicable.

***2.00.00 Applicable for JV Company/Subsidiary Company meeting provenness criteria as per clause no. 4.26.2, Sub section-IA, Part-A of Section-VI.**

Signature of authorized signatory.....

2.01.00 We, hereby confirm that JV company/ Subsidiary company (Strike off whichever is not applicable) formed for manufacturing and supply of equipment(s) (*Slurry Recirculation Pumps, *Oxidation Blowers, *Wet Limestone Grinding Mills, *Slurry Pumps, *Agitators) 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 4.26.1 of sub-section-IA, 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. Further, JV / Subsidiary Company (Strike off whichever is not applicable) before resorting to design, engineering, manufacturing of such proven equipment(s) (*Slurry Recirculation Pumps, *Oxidation Blowers, *Wet Limestone Grinding Mills, *Slurry Pumps, *Agitators) by himself should *have sourced /*shall source such proven equipment(s) (*Slurry Recirculation Pumps, *Oxidation Blowers, *Wet Limestone Grinding Mills, *Slurry Pumps, *Agitators) for at least the first 800 MW unit completely from such qualified manufacturer. For subsequent units before taking up the manufacturing of such equipment(s) (*Slurry Recirculation Pumps, *Oxidation Blowers, *Wet Limestone Grinding Mills, *Slurry Pumps,*Agitators), the *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 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.

***3.00.00** **Applicable for Bidder/his sub vendors seeking provenness criteria as per clause no. 4.26.3, Sub section-I, Part-A of Section-VI.**

3.01.00 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))

3.02.00 We further confirm that details in respect of collaboration / valid licencing agreement for the Oxidation Blower between *us/*our sub-vendors, as per 3.01.00 above, and with qualified Oxidation Blower manufacturer, who meets the requirement stipulated at clause **4.26.1**, sub-section-IA, 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

Signature of authorized signatory.....



***5.00.00 Applicable for Bidder/his sub vendors seeking provenness criteria as per clause no. 4.26.5, Sub section-IA, Part-A of Section-VI.**

5.01.00 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))

5.02.00 We further confirm that details in respect of collaboration / valid licencing agreement for the Agitator between *us/*our sub-vendors, as per 5.01.00 above, and with qualified Agitator manufacturer, who meets the requirement stipulated at clause **4.26.1**, sub-section-IA, Part-A, Section-VI are enclosed as per **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.

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

Further, *we/*our sub-vendors before resorting to design, engineering, manufacturing of Agitator by itself *have sourced /*shall source Oxidation Blower for at least the first 800 MW unit completely from such qualified manufacturer who meets the requirement stipulated at clause **4.26.1**, sub-section-IA, Part-A, Section-VI. We further confirm that we/ our sub vendor(s) for subsequent units 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 5.01.00 above (if applicable) and the qualified Agitator 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.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
FOR(NAME OF EQUIPMENT)
AS PER CLAUSE 4.26.2 OF SUB-SECTION-I-A, PART A, SECTION VI**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR,
*INDIAN JOINT VENTURE COMPANY/*SUBSIDIARY COMPANY MEETING THE
REQUIREMENTS SPECIFIED AT CLAUSE NO. 4.26.2 OF SUB-SECTION-I-A, PART A,
SECTION VI ALONGWITH QUALIFIED EQUIPMENT MANUFACTURER
OF..... (NAME OF EQUIPMENT) MEETING THE REQUIREMENTS
AS PER CLAUSE 4.26.1 OF SUB-SECTION-I-A, PART A, SECTION VI AND ITS
*HOLDING/*SUBSIDIARY COMPANY, AS APPLICABLE FOR SUCCESSFUL
PERFORMANCE OF (NAME OF EQUIPMENT), IN WHICH
EXECUTANT OF THE DJU ARE JOINTLY AND SEVERALLY LIABLE FOR THE
SUCCESSFUL PERFORMANCE OF THE.....(NAME OF EQUIPMENT)**

The DEED OF UNDERTAKING executed thisday ofTwo thousand
.....by 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 (Name of Equipment)
Supplier/Manufacturer as per the requirement of Item 4.26.2 of sub-section-IA, Part-A, Section-
VI, incorporated under having its Registered Office at
..... (hereinafter called the "*Indian JV/*Subsidiary Company)", which
expression shall include its successors, administrators, executors and permitted assigns) AND

M/sa Company registered under the having its
Registered Office at (hereinafter called the "Qualified Equipment
Manufacturer", 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 "*Holding/*Subsidiary
Company of Qualified Equipment Manufacturer", which expression shall include its successors,
administrators, executors and permitted assigns),

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 **EPC Package for Patratu STPS Expansion Phase-I (3x800MW)**
(hereinafter referred to as "Plant") vide its Bidding Document No. **CS-9585-001-2**.

Signature of authorized signatory.....

AND WHEREAS vide clause 4.26.2 of Sub-Section-I-A, Part A, Section VI of bidding documents, it has been specified that a JV / Subsidiary Company formed for manufacturing and supply of equipment(s) in India as listed at clause no. 4.26.1 of Sub-Section-I-A, Part A, Section VI can also manufacture such equipments, 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 4.26.1 of Sub-Section-I-A, 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 should have, directly or indirectly through its holding company/ subsidiary company, atleast 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. Further, the JV / Subsidiary Company before resorting to design, engineering, manufacturing of such proven equipment(s) listed at clause no. 4.26.1 of Sub-Section-IA, Part-A, Section-VI of bidding documents by himself should have sourced / shall source such proven equipment(s) for at least the first 800 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/ licensor's design, manufacturing and quality control system for such equipment(s) In addition, the Bidder/Contractor along with the Indian Joint Venture Company/ Subsidiary Company, qualified equipment manufacturers and its holding/ subsidiary Company, as applicable, 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 **EPC Package** for its **Patratu STPS Expansion Phase-I (3x800MW)** (hereinafter referred to as "Plant") against the Employer's Bidding Document No. **CS-9585-001-2**.

AND WHEREAS M/s (*Indian JV/*Subsidiary Company) has been formed for manufacturing and supply of equipment(s) as listed at clause no. 4.26.1 of Sub-Section-IA, Part A, Section-VI who has a valid collaboration or licensing agreement for design, engineering, manufacturing of(Name Of Equipment) in India with M/swho meets the requirements stipulated at clause 4.26.1 of Sub-Section-IA, Part A, Section-VI of bidding documents (or the technology provider of the qualified equipment manufacturer).

AND WHEREAS M/s (Qualified Equipment Manufacturer) is having, *directly *or *indirectly through its *holding company M/s...../ *subsidiary company M/s....., atleast 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 Company/ Subsidiary Company or upto the end of defect liability period of the contract, whichever is later.

The Bidder/Contractor alongwith the Indian Joint Venture Company/Subsidiary Company, Qualified Equipment Manufacturers and its Holding / Subsidiary Company, as applicable, are required to jointly execute and furnish prior to the placement of order on the approved Joint Venture Company/ Subsidiary Company of (Name of equipment), an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto

Signature of authorized signatory.....

the Employer for successful performance of the (Name of Equipment) for **Patratu STPS Expansion Phase-I (3x800MW)**, 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 *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and 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 Company, we the Bidder/Contractor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of 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's 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 and the *Holding/*Subsidiary Company of 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 and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer nor any extension of time or any relaxation given by the Employer to the Indian *JV/*Subsidiary Company / **Bidder/Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer.
3. 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 and the *Holding/*Subsidiary Company of 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 and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer shall extend our quality

Signature of authorized signatory.....

surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Indian *JV/*Subsidiary Company's works and/ or at Employer's project site.

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

Further, the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of 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 and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer shall advise the Indian *JV/*Subsidiary Company suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (b) In the event Indian *JV/*Subsidiary 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 and the *Holding/*Subsidiary Company of 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 Company and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer.
4. We, the **Bidder/Contractor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and Indian *JV/*Subsidiary 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.

Signature of authorized signatory.....

5. The **Bidder/Contractor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and Indian *JV/*Subsidiary Company 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.
6. In case of Award, in addition to the Contract Performance Security for the Contract, the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and Indian *JV/*Subsidiary Company shall each 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)** 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.
7. 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.
8. We, the Bidder/Contractor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and Indian *JV/*Subsidiary Company agree that this Undertaking 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.
9. 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 *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and *Indian Joint Venture Company/ *Subsidiary Company Vendor 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 the Authorised
Signature of authorized signatory.....

(Signature Name)

Representative)

.....
(Official Address)

Name

Designation

Common Seal of the
Company

1. WITNESS

For M/s
(Indian *JV/*Subsidiary Company)

.....
(Signature Name)

(Signature of the Authorised
Representative)

.....
(Official Address)

Name.....

Designation

Common Seal of the
Company

1. WITNESS

For M/s
(Qualified Equipment Manufacturer)

.....
(Signature Name)

(Signature of the Authorised
Representative)

.....
(Official Address)

Name.....

Designation

Common Seal of the
Company

1. WITNESS

*For M/s
(*Holding/*Subsidiary Company of
Qualified Equipment Manufacturer)

.....
(Signature Name)

(Signature of the Authorised
Representative)

.....

Signature of authorized signatory.....

(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.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
FOR(NAME OF EQUIPMENT)
AS PER CLAUSE *4.26.3/*4.26.4/*4.26.5/*4.26.6 OF SUB-SECTION-I-A, 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. *4.26.3/*4.26.4/*4.26.5/*4.26.6 OF SUB-SECTION-I-A, PART A, SECTION VI ALONGWITH QUALIFIED EQUIPMENT MANUFACTURER OF..... (NAME OF EQUIPMENT) MEETING THE REQUIREMENTS AS PER CLAUSE 4.26.1 OF SUB-SECTION-I-A, PART A, SECTION VI FOR SUCCESSFUL PERFORMANCE OF (NAME OF EQUIPMENT), IN WHICH EXECUTANT OF THE DJU ARE JOINTLY AND SEVERALLY LIABLE FOR THE SUCCESSFUL PERFORMANCE OF THE.....(NAME OF EQUIPMENT)

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 (Name of Equipment) Manufacturer as per the requirement of Item *4.26.3/*4.26.4/*4.26.5/*4.26.6 of sub-section-IA, 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 Company registered under the having 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 **EPC Package for Patratu STPS Expansion Phase-I (3x800MW)** (hereinafter referred to as "Plant") vide its Bidding Document No. **CS-9585-001-2**.

AND WHEREAS vide clause *4.26.3/*4.26.4/*4.26.5/*4.26.6 of Sub-Section-I-A, Part A, Section VI of bidding documents, it has been specified that a Qualified Indian Manufacturing Company can also manufacture equipment(s) listed at clause no. 4.26.1 of Sub-Section-I-A, Part A, Section VI for which it is qualified, provided that it has a valid collaboration or licensing

Signature of authorized signatory.....

agreement for design, engineering, manufacturing of such equipment(s) in India with a qualified equipment manufacturer who meets the requirements stipulated at clause 4.26.1 of Sub-Section-I-A, Part-A, Section-VI of bidding documents. Further, the Qualified Indian Manufacturing Company before resorting to design, engineering, manufacturing of such proven equipment(s) listed at clause no. 4.26.1 of Sub-Section-IA, Part-A, Section-VI of bidding documents by himself should have sourced / shall source such proven equipment(s) for at least the first 800 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/ licensor's design, manufacturing and quality control system for such equipment(s) 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 **EPC Package** for its **Patratu STPS Expansion Phase-I (3x800MW)** (hereinafter referred to as "Plant") against the Employer's Bidding Document No. **CS-9585-001-2**.

AND WHEREAS M/s (Qualified Indian Manufacturing Company) meets the requirement of clause *4.26.3/*4.26.4/*4.26.5/*4.26.6 of sub-section-IA, Part-A, Section-VI and has a valid collaboration or licensing agreement for design, engineering, manufacturing, supply of(Name Of Equipment) in India with M/swho meets the requirements stipulated at clause 4.26.1 of Sub-Section-IA, Part A, Section-VI of bidding documents.

AND WHEREAS M/s (Qualified Equipment Manufacturer) meets the requirements of clause 4.26.1 of sub-section-IA, Part-A, Section-VI for(Name Of Equipment).

The Bidder/Contractor alongwith 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 **Patratu STPS Expansion Phase-I (3x800MW)**, 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

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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. 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.

- (b) In the event Indian Qualified Indian Manufacturing Company /Contractor fail to demonstrate that the (Name of Equipment) meets the

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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.
4. 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.
5. 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.
6. In case of Award, in addition to the Contract Performance Security for the Contract, the Qualified Equipment Manufacturer 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)** 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.
7. 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.
8. 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

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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.

9. 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 Name) (Signature of the Authorised
Representative)

.....
(Official Address) Name.....
Designation

Common Seal of the
Company

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

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

Signature of authorized signatory.....