

MILL REJECT HANDLING SYSTEM

We, hereby furnish the data on provenness criteria for manufacturer of Coal Mill reject handling system of capacity 5 MTPH or higher(applicable for pneumatic conveying)or 1.5 MTPH or higher(applicable for metallic belt conveyor or chain flight conveyor)as per clause no. 4.13.1 of Sub-section-I, Part-A of Section-VI which have been in successful operation in at least one (1) plant for a period not less than one (1) year. The details of type and minimum equipment rating of such equipment are given below :

S.No.	Item Description	Station-I
(i)	Name of the station and its location	
(ii)	Client name and its address, Fax No. & Tel. No.	
	- e-mail id	
	- website address	
iii)	Name and Designation of the responsible person in client's organisation	
(iv)	Name of manufacturer & address	
(v)	Contract No. & Date	
(vi)	Capacity in MW of each Unit	
(vii)	Starting date of work	
(viii)	Scheduled date of completion	
(ix)	Actual date of completion	
(x)	Date of Commissioning of system/Package	
(xi)	Whether the Mill Reject Handling System has been in successful operation for a period not less than one (1) year.	*Yes/*No

Signature of authorized signatory...

S.No.	Item Description	Station-I
(xii)	Brief Technical Particulars of the system/Package/equipment :	
-	Type of system	
-	Whether Mill reject handling system for coal	*Yes/*No
-	Mill rejects conveying rate (MTPH)	

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

Date : (Signature)...

Place : (Printed Name)...

(Designation)...

(Common seal)...

Signature of authorized signatory...

(Applicable for Bidder/his sub vendors who is not a manufacturer of proven equipments as per clause no. 4.13.1 Sub-Section-I, Part-A of Section-VI and seeking qualification as per clause no. 4.13.2, Sub-Section-I, Part-A of Section-VI.)

We confirm that we/our Sub-vendor are a manufacturer of pneumatic conveying systems and have manufactured and supplied pressure type pneumatic conveying system of capacity 5 MTPH or higher for any material which are in successful operation in at least one (1) Plant for a period not less than one (1) year. We confirm that we* (or our proposed sub-vendor) have valid collaboration or licensing agreement for design, engineering, manufacture and supply of such equipment in India with M/s who meet the requirements of Clause. No. 4.13.1(a) Sub-Section-IA, Part-A of Section-VI. The details of type and minimum equipment rating of such equipment are given below :

S.No.	Item Description	Station-I
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A PNEUMATIC CONVEYING SYSTEMS

- | | |
|--------|--|
| (i) | Name of the plant and its location |
| (ii) | Client name and its address,
Fax No. & Tel. No.

- e-mail id

- website address |
| iii) | Name and Designation of the responsible person in client's organisation |
| (iv) | Contract No. & Date |
| (v) | Capacity in MW of each Unit, in case of power plant |
| (vi) | Starting date of work |
| (viii) | Scheduled date of completion |
| (viii) | Actual date of completion |
| (ix) | Date of Commissioning of system/Package |

Signature of authorized signatory...

S.No.	Item Description	Station-I
(xi)	Whether the pneumatic conveying System has been in successful operation for a period not less than one (1) year.	*Yes/*No
(xii)	Brief Technical Particulars of the system/Package/equipment :	
	- Type of system (Pneumatic)	
	- Material Handled and bulk density .	.../..... kg/ Cubic.m
	- Conveying rate (TPH)	
	- Write-up on system enclosed	*Yes/*No
(xiii)	Collaborators name and address	
(xiv)	Copy of collaboration/ valid licencing agreement for mill reject handling system meeting the requirement stipulated at 4.13.2, Sub section-IA, Part-A of Section-VI is enclosed as per Annexure-I to this Attachment	*Yes/*No

Date : (Signature)...

Place : (Printed Name)...

Designation)...

(Common seal)...

Signature of authorized signatory...

B. COLLABORATOR'S EXPERIENCE FOR MILL REJECT HANDLING SYSTEM

S.No.	Item Description	Station-I
(i)	Name of the plant and its location	
(ii)	Client name and its address, Fax No. & Tel. No.	
	- e-mail id	
	- website address	
(iii)	Name and Designation of the responsible person in client's organisation	
(iv)	Name of manufacturer & address	
(v)	Contract No. & Date	
(vi)	Capacity in MW of each Unit	
(vii)	Starting date of work	
(viii)	Scheduled date of completion	
(ix)	Actual date of completion	
(x)	Date of Commissioning of system/Package	
(xi)	Whether the Mill Reject Handling System has been in successful operation for a period not less than one (1) year.	*Yes/*No
(xii)	Brief Technical Particulars of the system/Package/equipment :	
	- Type of system (Pneumatic)	*Yes/*No

Signature of authorized signatory...

S.No. Item Description

Station-I

- Whether Mill reject handling
system for coal

*Yes/*No

- Mill rejects conveying rate (MTPH)

Date :

(Signature)...

Place :

(Printed Name)...

Designation)...

(Common seal)...

Signature of authorized signatory...

Applicable for Bidder/his sub vendors seeking provenness criteria as per clause no. 4.13.3, Sub section-IA, Part-A of Section-VI.

We confirm that JV company*/subsidiary company* formed by one of our promoters of the Indian JV*/subsidiary company* formed for manufacturing of steam generator sets has collaboration/valid licencing agreement for design, engineering, manufacturing of mill reject handling system in India, with the JV promotor who meets the requirement stipulated at clause 4.13.1, Sub section-I, Part-A of Section-VI and details in respect of collaboration/ valid licencing agreement for the mill reject handling system is enclosed as per Annexure-I 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(1) year are furnished below.

S.No.	Item Description	Station-I
(i)	Name of the plant and its location	
(ii)	Client name and its address, Fax No. & Tel. No.	
	- e-mail id	
	- website address	
iii)	Name and Designation of the responsible person in client's organisation	
(iv)	Name of manufacturer & address	
(v)	Contract No. & Date	
(vi)	Capacity in MW of each Unit	
(vii)	Starting date of work	
(viii)	Scheduled date of completion	
(ix)	Actual date of completion	
(x)	Date of Commissioning of system/Package	

Signature of authorized signatory...

S.No.	Item Description	Station-I
(xi)	Whether the Mill Reject Handling System has been in successful operation for a period not less than one (1) year.	*Yes/*No
(xii)	Brief Technical Particulars of the system/Package/equipment :	
-	Type of system	
-	Whether Mill reject handling system for coal	*Yes/*No
-	Mill rejects conveying rate (MTPH)	

Date : (Signature)...

Place : (Printed Name)...

Designation)...

(Common seal)...

Signature of authorized signatory...

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
FOR MILL REJECT HANDLING SYSTEM AS PER CLAUSE 4.13 OF
TECHNICAL SPECIFICATIONS (SECTION -VI PART-A SUB-SECTION-IA)**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY BIDDER/SUB VENDOR OR INDIAN *JOINT VENTURE COMPANY/*SUBSIDIARY COMPANY FORMED BY ONE OF THE PROMOTERS OF THE INDIAN JV/ SUBSIDIARY COMPANY FORMED FOR MANUFACTURING STEAM GENERATOR SETS, ALONG WITH MANUFACTURER OF MILL REJECT HANDLING SYSTEM EQUIPMENTS MEETING THE REQUIREMENTS STIPULATED AT 4.13.1 OF SUB-SECTION-IA, PART-I, SECTION-VI IN ACCORDANCE WITH CLAUSE 4.13.2/4.13.3 AS APPLICABLE

The DEED OF JOINT UNDERTAKING executed thisday ofTwo thousand by M/s (BIDDER/SUB VENDOR/INDIAN JV COMPANY/SUBSIDIARY COMPANY) a Company incorporated underhaving its Registered Office at (hereinafter called the BIDDER/SUB VENDOR/INDIAN JV COMPANY/SUBSIDIARY COMPANY, which expression shall include its successors, administrators, executors and permitted assigns) AND

*M/sa Manufacturer As in item 4.13 of TECHNICAL SPECIFICATIONS (SECTION-VI, PART-A, SUB-SECTION-IA) incorporated underhaving its Registered Office at(hereinafter called the "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 (3x800MW) (hereinafter referred to as "Plant") vide its Bidding Document No. CS-9585-001-2, which interalia include Mill Reject Handling System

WHEREAS M/S -----(Bidder) is submitted its proposal in response to the aforesaid invitation for Bid by the Employer for EPC package for Patratu STPS (3x800MW) against the employer's bidding documents no. CS-9585-001-2 interalia including design, engineering, manufacturing, supply, transportation to site, installation, testing and commissioning (including trial operation and performance and guarantee test) of mill reject handling system.

AND WHEREAS vide clause 4.13.2 /4.13.3 of TECHNICAL SPECIFICATIONS (SECTION-VI, PART-A, SUB-SECTION-IA), it has been specified that bidder/ sub-vendor who is a manufacture of equipments of pneumatic conveying system and has manufactured and supplied

Signature of authorized signatory...

pressure type pneumatic conveying system of capacity 5 MTPH or higher for any material which are in successful operation in at least one (1) plant for a period not less than one (1) year. JV company /Subsidiary company formed for manufacture of mill reject handling system for 660 MW super critical units can also manufacture, provided that it has a valid collaboration or licensing agreement for design, engineering, manufacturing and supply of such equipment in India with a qualified Manufacturer of pneumatic type coal mill reject handling system who meets the requirements stipulated at clause 4.13.1 of TECHNICAL SPECIFICATIONS (SECTION-VI, PART-A, SUB-SECTION-IA).

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. We the Qualified Manufacturer of pneumatic type coal mill reject handling system and bidder/sub vendor/JV company/Subsidiary company, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the Mill reject handling system.
2. In case of any breach of the Contract committed by the bidder/sub vendor/ JV company/Subsidiary company, we the Manufacturer do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Mill reject handling system and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the bidder/sub vendor/JV company/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 Mill reject handling system , we the Manufacturer 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 bidder/sub vendor/ JV company/Subsidiary company under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the bidder/sub vendor/ JV company/Subsidiary company before proceeding against the manufacturer nor any extension of time or any relaxation given by the Employer to the bidder/sub vendor/ JV company/Subsidiary company shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the 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 Manufacturer shall ensure that complete design, manufacturing, quality assurance and installation of the Mill reject handling system 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 Mill reject handling system .

Further, we the Manufacturer shall extend our quality surveillance / supervision / quality control to the bidder / sub vendor / JV company / Subsidiary company during manufacture, erection, commissioning and performance testing, both at bidder / sub vendor / JV company / Subsidiary company's works and/or at employer's project site.

Signature of authorized signatory...

Further, the Manufacturer shall depute their technical experts from time to time to the bidder / sub vendor /* JV* / Subsidiary company works / Employer's project site as required by the Employer and agreed to by bidder / sub vendor / JV company / Subsidiary company to facilitate the successful performance of the Mill reject handling system as stipulated in the aforesaid Contract.

Further, the Manufacturer shall ensure proper design, manufacture installation, testing and successful performance of the Mill reject handling system under the said contract in accordance with stipulations of Bidding Documents and if necessary, the manufacturer shall advise the bidder/sub vendor/JV company/Subsidiary company suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (b) In the event the bidder/sub vendor/JV company/Subsidiary company fail to demonstrate that the Mill reject handling system meets the guaranteed parameters and demonstration parameters as specified in the contract, the 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 Mill reject handling system 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 bidder/sub vendor/JV company/Subsidiary company and manufacturer.
- 4. We, the bidder/sub vendor/JV company/Subsidiary company and manufacturer 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 last 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 manufacturer and bidder/sub vendor/JV company/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 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 1.6 Million (Indian Rupees One Million Six hundred thousand only)** and it shall be guarantee towards the faithful performance

Signature of authorized signatory...

/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, manufacturer and bidder/sub vendor/JV company/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 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, Manufacturer and bidder / sub vendor / JV 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 ...
(Manufacturer)

(Signature of the Authorised

(Signature Name)
Representative)...

Name...

(Official Address)

Designation...

Common Seal of the

Company...

1. WITNESS

For M/s ...
(*sub vendor)

(Signature of the Authorised

Signature of authorized signatory...

(Signature Name)
Representative)...

(Official Address)

Designation...

Name...

Common Seal of the
Company...

1. WITNESS

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

(Signature of the Authorised

(Signature Name)
Representative)...

Name...

(Official Address)

Designation...

Common Seal of the
Company...

1. WITNESS

For M/s ...
(JV company/Subsidiary company)

(Signature of the Authorised

(Signature Name)
Representative)...

Name...

(Official Address)

Designation...

Common Seal of the
Company...

Note :

1) Power of Attorney of the executants of this DJU is to be furnished.

***2) Strike out, whichever is not applicable.**

Signature of authorized signatory...