

ATTACHMENT-3K

PROVENNESS CRITERIA

**EPC PACKAGE FOR
PATRATU STPS EXPANSION PHASE-I
(3X800MW)
BIDDING DOCUMENT NO. CS-9585-001-2
(Experience Details - Applicable to all the Bidders)**

Bidder's Name and Address:

To
Contract Services-II
NTPC Limited
Noida-201301

The bidders are requested to note the following-

For the purpose of the qualification of the bidders/sub vendors, experience shall be reckoned as on date of consideration for approval but not later than six months after award date of EPC Package unless otherwise specified in the respective clauses. Thus bidders are required to indicate the respective dates as applicable. For turbine set and generator the above will not be applicable.

Summary of Critical Equipment indicated under clause 3.0 & 4.0, sub-section-I-A, Part-A of Section-VI.

Equipment Name	Sub-Vendor Name	Collaborator's Name, if applicable	Seeking Qualification as per clause..... Sub-Section-IA, Part-A of Section-VI
PA Fans			*3.1/*3.2/*3.3
ID Fans			*3.1/*3.2/*3.3
FD Fans			*3.1/*3.2/*3.3
Coal Pulverisers			*3.1/*3.2/*3.3
Raw Coal Feeders			*3.1/*3.2/*3.3
Boiler Startup drain recirculation pumps			*3.1/*3.2/*3.3
Primary Air preheater*			*3.1/*3.2/*3.3
Secondary Air preheater*			*3.1/*3.2/*3.3
Tri-sector Air Preheater*			*3.1/*3.2/*3.3
Booster Fans			*3.1/*3.2/*3.3
Auxiliary Boiler			*3.1/*3.3
Electrostatic Precipitator			*4.1.1/*4.1.2/*4.1.3

Note : *Strike off whichever is not applicable.

Signature of authorized signatory.....

1. If qualification sought as per clause 3.1 then the details of the sub vendor (manufacturer) shall be filled by the bidder in the format A to I.

2. If the qualification sought as per the clause 3.2, then the details of proposed sub vendor (i.e manufacturer of such equipment's for at least 500MW unit rating) shall be filled individually for each equipment by the bidder in the format A to H and the details of collaborator or technology licensor who meets the requirement stipulated at 3.1 shall also be filled by the bidder in the format A to H separately. Further, in case of qualification vide clause 3.2 a 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 shall also be furnished.
3. If the qualification sought as per the clause 3.3, then the details of JV/Subsidiary Company formed for manufacturing of such equipment's 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.

Further, the details of collaborator or technology licensor or technology provider of the qualified equipment manufacturer who meets the requirement stipulated at 3.1 shall be filled by the Bidder in the format A to H(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. 3.1, 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 PA, ID and FD Fans, Coal Pulverisers, Raw Coal feeders, Boiler Start up drain recirculation pumps, Air pre-heaters, Auxiliary Boiler, 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 after award date of EPC package. The details of type and minimum equipment rating of such equipment are given below:

Signature of authorized signatory.....

S. No.	Item Description	Station-I
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A. PA FAN

- (i) Name of the station and location
- (ii) Details of units
 - (a) Capacity of each unit (MW)
 - (b) No. of fans per unit
- (iii) Client name and its address,
 - Fax No. & Tel. No.
 - e-mail id
 - website address
- (iv) Name of the manufacturer & address
- (v) Date of commissioning of the fans

Signature of authorized signatory.....

S. No.	Item Description	Station-I
(vi)	Brief Technical particulars of the fans	
(a)	Type (Axial)	*Yes/*No
(b)	Make & Model	
(c)	No. of Stages	
(d)	Capacity	
	(i) Flow (M ³ /Sec.)	
	(ii) Head (mmwc)	
(e)	Speed of fan (rpm)	
(f)	Flow control device (variable blade pitch control as applicable)	
(g)	Bidder to enclosed flow Vs head curve of PA Fan for the reference plant	
(vii)	Whether the PA Fan have been in successful operation for a period not less than one (1) year	*Yes/*No
(viii)	Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment	

B. ID FAN

- (i) Name of the station and location
- (ii) Details of units
 - (a) Capacity of each unit (MW)
 - (b) No. of fans per unit

Signature of authorized signatory.....

S. No.	Item Description	Station-I
(iii)	Client name and its address, - Fax No. & Tel. No. - e-mail id - website address	
(iv)	Name of the manufacturer & address	
(v)	Date of commissioning of the fans	
(vi)	Brief Technical particulars of the fans	
	(a) Type (axial)	*Yes/*No
	(b) Make & Model	
	(c) No. of stages	
	(d) Capacity	
	(i) Flow (M ³ /Sec.)	
	(ii) Head (mmwc)	
	(e) Speed of fan (rpm)	
	(f) Flow control device (Variable blade pitch control as applicable)	
	(g) Bidder to furnish flow Vs Head curves of the ID fans for the reference Plant	

S. No.	Item Description	Station-I
(vii)	Whether the ID fans have	

Signature of authorized signatory.....

been in successful operation
for a period not less than
one (1) year

*Yes/*No

- (viii) Necessary documents/certificate
in support of above are attached
at Annexure..... of this Attachment

C. FD FAN

- (i) Name of the station and location
- (ii) Details of units
- (a) Capacity of each
unit (MW)
- (b) No. of fans per unit
- (iii) Client name and its address,
- Fax No. & Tel. No.
- e-mail id
- website address
- (iv) Name of the manufacturer & address
- (v) Date of commissioning of the fans
- (vi) Brief Technical particulars
of the fans

*Yes/*No

- (a) Type (Axial)
- (b) Make & Model
- (c) No. of stages
- (d) Capacity
- (i) Flow (M³/Sec.)
- (ii) Head (mmwc)

S. No.	Item Description	Station-I
(e)	Speed of fan (rpm)	
(f)	Flow control device	

Signature of authorized signatory.....

(variable blade pitch
control as applicable)

- (g) Bidder to enclose flow
vs head curve of FD
fan for the reference
plant
- (vii) Whether the FD fans have
been in successful operation
for a period not less than
one (1) year *Yes/*No
- (viii) Necessary documents/certificate
in support of above are attached
at Annexure..... of this Attachment

D. COAL PULVERISERS

- (i) Name of the Station
and location
- (ii) Client Name and Its Address.
and Fax No.
- email id
- website address
- (iii) Name of the manufacturer
& address
- (iv) Date of commission of
the Coal Pulverisers
- (a)
- (b)
- (c)

Signature of authorized signatory.....

S. No.	Item Description	Station-I
(v)	Details of Units	
	(a) Capacity of each unit (MW)	
	(b) No. of Pulverisers per Unit	
(vi)	Brief Technical particulars of the Coal Pulverisers	
	(a) Type	
	(b) Size & Model no.	
	(c) Capacity (Tonnes/hr.)	
	(i) Capacity of coal pulveriser for the reference plant (Tonnes/hr.) under following associated conditions : (bidder to fill in below)	
	(a) Coal fineness	(..... % through mesh)
	(b) Coal input size	(upto mm)
	(c) Total moisture in coal	(..... %)
	(d) HGI of input coal feed	(.....)
	(ii) Capacity of coal pulverisers for the reference plant (Tonne/hr.) with following associated conditions	
	(a) Coal fineness 70% through 200 mesh	
	(b) Coal input size up to 50 mm	
	(c) Total moisture in input coal 12%	
	(d) HGI of Coal 55	
S. No.	Item Description	Station-I

Signature of authorized signatory.....

	(iii)	Bidder to enclose all relevant correction curve for variation in the pulveriser capacity of the reference plant w.r.t parameters indicated at (ii) above
	d)	Details of materials for pulveriser component for the reference plant Material & wear Life of wear parts Material – material of liners – material of rolls/tyres/balls – material of ring segments – wear life of liners – wear life or rolls/tyres/balls – wear life of ring segments
	(e)	Details of coal quality for the project 1) HHV (kcal/hr) 2) Ash (%) 3) Moisture (%) 4) YGP Abrasiveness index of coal 5) Hard Grove Grindability Index (HGI)
S. No.	Item Description	
	Station-I	

(vii) Whether the coal pulverisers

Signature of authorized signatory.....

have been in successful operation
for a period not less than one
(1) year

*Yes/*No

- (viii) Necessary documents/certificate
in support of above are attached
at Annexure..... of this Attachment

E. RAW COAL FEEDER

- (i) Name of the station
and location
- (ii) Client name and his
address and Fax No.

– email id

– website address
- (iii) Name of the manufacturer
& address
- (iv) Date of commissioning
of Raw Coal feeder

(a)

(b)
- (v) Details of units

(a) Capacity of each unit (MW)

(b) No. of Raw Coal
feeder per unit
- (vi) Type & Rating
- (vii) Feeder size and Model no.
- (viii) Normal capacity (tonnes/hr)
- (ix) Maximum capacity (tonnes/hr)

Signature of authorized signatory.....

S. No.	Item Description	Station-I
(x)	Method of output control	
(xi)	Feeder belt width (mm)	
(xii)	Motor Rating & Auxiliary Power consumption (KW)	
(xiii)	Raw coal weighers -	
	- Method	
	- Range of measurement	
(xiv)	Whether the raw coal feeder have been in successful operation for a period not less than one (1) year	*Yes/*No
(xv)	Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment	

**F. BOILER STARTUP DRAIN
RE-CIRCULATION PUMPS**

- (i) Name of the station and its location
- (ii) No. of units & capacity in MW of each Unit
- (iii) No. of pumps per unit
- (iv) Client name and its address,
 - Fax No. & Tel. No.
 - e-mail id
 - website address
- (v) Name and Designation of the responsible person in client's organisation

Signature of authorized signatory.....

S. No.	Item Description	Station-I
(vi)	Name of the manufacturer & address	
(vii)	Contract No. & Date	
(viii)	Starting date of work	
(ix)	Scheduled date of completion	
(x)	Actual date of completion	
(xi)	Date of Commissioning of system/Package	
(xii)	Whether the Boiler Startup drain Recirculation pumps have been in successful operation for a period not less than one (1) year	*Yes/*No
(xiii)	Brief Technical Particulars of the pump	
	- Type & Model	
	- Gland less pump with submerged type wet motor with external high pressure cooler	*Yes/*No
	- Capacity, head & duty Conditions	
(xiv)	Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment	

G (a) PRIMARY AIR PREHEATER (If applicable)

- (i) Name of the station and location

Signature of authorized signatory.....

S. No.	Item Description	Station-I
(ii)	Details of units	
	(a) Capacity of each unit (MW)	
	(b) No. of Primary Air preheaters per unit	
(iii)	Client name and its address,	
	- Fax No. & Tel. No.	
	- e-mail id	
	- website address	
(iv)	Name of the manufacturer & address	
(v)	Date of commissioning of the Primary Air preheater	
(vi)	Brief Technical particulars of the Primary Air preheater	
	(a) Type	
	(b) Model	
	(c) Size	
	(d) Air quantity entering Primary Air preheater (T/hr.)	
	(e) Gas quantity entering Primary Air preheater (T/hr.)	
(vii)	Whether the Primary Air Preheater have been in successful operation for a period not less than one (1) year	*Yes/*No
(viii)	Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
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G (b) SECONDARY AIR PREHEATER (If applicable)

- (i) Name of the station and location
- (ii) Details of units
 - (a) Capacity of each unit (MW)
 - (b) No. of Secondary Air preheaters per unit
- (iii) Client name and its address,
 - Fax No. & Tel. No.
 - e-mail id
 - website address
- (iv) Name of the manufacturer & address
- (v) Date of commissioning of the Secondary Air preheater
- (vi) Brief Technical particulars of the Secondary Air preheater
 - (a) Type
 - (b) Model
 - (c) Size
 - (d) Air quantity entering Secondary Air preheater (T/hr.)
 - (e) Gas quantity entering Secondary Air preheater (T/hr.)

Signature of authorized signatory.....

S. No.	Item Description	Station-I
(vii)	Whether the Secondary Air Preheater have been in successful operation for a period not less than one (1) year	*Yes/*No
(viii)	Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment	

G (c) TRI SECTOR AIR PREHEATER (If Applicable)

(i)	Name of th station and location	
(ii)	Details of units	
	(a) capacity of each unit (MW)	
	(b) No. of tri-Sector Air preheaters per unit	
(iii)	Client name and its address	
	- Fax No. & Tel .No.	
	- E-mail id	
	- website address	
(iv)	Name of the manufacturer & address	
(v)	Date of commissioning of the tri-sector Air preheater	
(vi)	Brief Technical particulars of the Tri-Sector Air preheater	
	(a) Type	
	(b) Model	
	(c) Size	
	(d) Air quantity entering Tri-sector air preheater (T/Hr.)	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
	(e) Gas quantity entering Tri-Sector air preheater (T/hr.)	
(vii)	Whether the Tri-Sector Air preheater have been in successful operation for a period not less than one (1) year	*Yes/*No
(viii)	Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment	

H. BOOSTER FAN(If Applicable)

(i)	Name of the station and location	
(ii)	Details of units	
	(a) Capacity of each unit (MW)	
	(b) No. of fans per unit	
(iii)	Client name and its address,	
	- Fax No. & Tel. No.	
	- e-mail id	
	- website address	
(iv)	Name of the manufacturer & address	
(v)	Date of commissioning of the fans	
(vi)	Brief Technical particulars of the fans	
	(a) Type (axial)	*Yes/*No
	(b) Make & Model	
S. No.	Item Description	Station-I
	(c) No. of stages	

Signature of authorized signatory.....

- (d) Capacity
 - (i) Flow (M³/Sec.)
 - (ii) Head (mmwc)
- (e) Speed of fan (rpm)
- (f) Flow control device
(Variable blade pitch control as applicable)
- (g) Bidder to furnish flow Vs Head curves of the Booster fans for the reference Plant
- (vii) Whether the Booster fans have been in successful operation for a period not less than one (1) year *Yes/*No
- (viii) Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment

H. AUXILIARY BOILER

- (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

S. No.	Item Description	Station-I
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- (vi) Details of units
- (vii) Capacity of Auxiliary

Signature of authorized signatory.....

- Boiler (T/hr.)
- | | | |
|--------|--|----------|
| (viii) | Oil fired | Yes*/No* |
| (ix) | Water tube boiler | Yes*/No* |
| (x) | Auxiliary Boiler Rating | Yes*/No* |
| | (a) Rated Pressure | |
| | (b) Rated Temperature | |
| (xi) | Starting date of work | |
| (xii) | Schedule date of completion | |
| (xiii) | Actual date of completion | |
| (xiv) | Date of commissioning | |
| (xv) | Brief scope of work | |
| (xvi) | Whether the Auxiliary Boiler have been in successful operation for a period not less than one (1) year | *Yes/*No |
| (xvii) | Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment | |
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***2.00.00** **Applicable for Bidder/his sub vendors seeking provenness criteria as per clause no. 3.2, Sub section-IA, Part-A of Section-VI.**

2.01.00 We, hereby confirm that we/our sub-vendors are a regular manufacturer of equipment (PA, ID and FD Fans, Coal Pulverisers, Raw Coal feeders, Boiler Start up drain recirculation pumps, Air pre-heaters, Booster Fans for units of atleast 500MW rating and the details in this regard on provenness criteria as per clause 3.1, sub-section-IA, Part-A, Section-VI are hereby furnished below:

Signature of authorized signatory.....

***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 3.1, sub-section-IA, Part-A, Section-VI are enclosed as per **Annexure-I** to this Attachment. The data in respect of proveneness criteria for these equipment which 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 after award date of EPC package, 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. 3.3, 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 euqipment(s) PA, ID and FD Fans, Coal Pulverisers, Raw Coal feeders, Boiler Start up drain recirculation pumps, Air pre-heaters, Booster Fans, Auxiliary Boiler 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 3.1 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, 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. 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 for each equipment 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 **Annexure-III of Attachment-3K**.

4.0.0 **Electrostatic Precipitator**

(A) **FOR BIDDER/HIS SUBVENDOR SEEKING QUALIFICATIONS AS PER CLAUSE 4.1.1 OF THE SUB-SECTION-IA, PART-A OF SECTION-VI.**

We / proposed sub-vendor meet the requirement of Clause 4.1.1 of the sub-section-IA, Part-A of section-VI and to satisfy this requirement, we declare the following :

Signature of authorized signatory.....

We / proposed sub-vendor have designed, supplied, erected/supervised erection and commissioned/supervised commissioning of rigid discharge framework Electrostatic Precipitators (of the type offered), having a designed efficiency of not less than 99%, operating in conjunction with pulverized coal fired steam generating units, rated for a minimum of 500 MW unit size or minimum 1500T/hr steaming capacity, which are in successful operation in atleast one installation for a period not less than One (1) year,reckoned as on the date of consideration for approval but not later than six months after award date of EPC package. The details of above are as under :

S. No.	Item Description	Station-I
1.	Name of Client with full address, Fax No. & Tel. No.	
2.	Name of station & its location	
3.	Name of Package/Contract	
4.	Name of the Contractor on whom the order for executing the reference plant (Electrostatic Precipitator) was placed by the Owner of the reference plant.	
5.	In case the Bidder/ his sub-vendor is not the Contractor at Sl.No. 4, Name of the Organisation which placed order for reference plant (Electrostatic Precipitator) on the Bidder / Sub-Vendor	
6.	Detail of Steam Generator/Unit for which Electrostatic Precipitator supplied.	
	(a) Unit Rating (MW)	

S. No.	Item Description	Station-I
	(b) Whether pulverised coal fired steam generator	Yes/No
	(c) Steaming capacity of steam generator	
7.	Date of Order	
8.	Date of Commissioning	
9.	Type of Electrostatic Precipitator	Yes/No

Signature of authorized signatory.....

(Whether rigid discharge framework
now being offered)

- | | | |
|-----|---|--------|
| 10. | Design Efficiency of ESP | % |
| 11. | Scope of Work included | |
| | (a) Design | Yes/No |
| | (b) Supply | Yes/No |
| | (c) Erection/Supervised Erection | Yes/No |
| | (d) Commissioning/Supervised
Commissioning | Yes/No |
| 12. | No. of years in successful operation
reckoned as on the date of consideration
for approval but not later than six months
after award date of EPC package | |
| 13. | Certificate from client in support of queries
of Sl. No. 1 to 12 enclosed as Annex..... | Yes/No |
| 14. | Certificate from Owner of the Plant
(in case the Order is received from
intermediary organization) | Yes/No |

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Note: Wherever the term 'Coal Fired' is appearing above, "Coal" shall be deemed to also include bituminous Coal/Brown Coal/lignite.

**B. FOR BIDDER/ HIS SUB-VENDOR SEEKING QUALIFICATIONS AS PER
CLAUSE 4.1.2 OF THE SUB-SECTION-IA, PART-A OF SECTION-VI.**

Note : BIDDER IS REQUIRED TO FILL EITHER REQUIREMENT UNDER CLAUSE
I(A) OR CLAUSE II(B) BELOW, WHICHEVER IS APPLICABLE ALONGWITH
CLAUSE (II).

(I)(A) We / proposed sub-vendor meet the requirement of Clause 4.1.2(a)(i) of the
Sub-section-IA, Part-A of Section-VI and to satisfy this requirement, we declare
the following :

We / sub-vendor are an Engineering, Procurement and Construction (EPC)
organization executing contracts for setting up of Coal fired power plants and
have experience of supplying atleast one (1) no. coal fired power plant of 200
MW capacity or above comprising of Electrostatic Precipitators, which is in
successful operation for a period of not less than One (1) year reckoned as on

Signature of authorized signatory.....

the date of consideration for approval but not later than six months after award date of EPC package. The details of above are as follows :

S. No.	Item Description	Station-I
1.	Name of Client with full address Fax No. & Tel No.	
2.	Name of station & its location	
3.	Name of Package/Contract	
4.	Name of the Contractor on whom the order for executing the reference plant was placed	
5.	In case the Bidder/ his sub-vendor is not the Contractor as per Sl.No.4 above, the name of organisation which has placed the order for reference plant (Electrostatic precipitator) on the Bidder/Sub-vendor	
6.	Details of Steam Generating Unit	
	(a) Unit Rating (MW)	
	(b) Whether Pulverised coal fired	Yes/No

Signature of authorized signatory.....

S. No.	Item Description	Station-I
7.	Scope of Work	
8.	Whether scope of work included supply of Electrostatic Precipitator	Yes/No
9.	Date of Commissioning	
10.	No. of years in successful operation.	
11.	Certificate from client in support of queries of Sl.No. 1 to 10 above is enclosed as Annex.....	Yes/No

Signature of authorized signatory.....

(I)(B) We / proposed sub-vendor meet the requirement of Clause 4.1.2(a)(ii) of sub-section-IA, Part-A of Section -VI, and to satisfy this requirement, we declare the following:

We / proposed sub-vendor are an Engineering, Procurement and Construction (EPC) organization and have executed, in the last 10 years, large industrial projects on EPC basis (with or without civil works) in the area of power, steel, oil & gas, petro-chemical, fertilizer and / or any other process industry with the total value of such projects being Rs.5,000 million or more. At least one of such projects have a contract value of Rs.2,000 million or more. These projects are in successful operation for a period of not less than One (1) year reckoned as on the date of consideration for approval but not later than six months after award date of EPC package.

Sl.No.	Item Description	Plant#1	Plant#2	Plant#3
1.	Name of Client with full address Fax No. & Tel No.			
2.	Name of station & its location			
3.	Name of the responsible person in Owner's organisation			
4.	Contract No. & Date			
5.	Nature/area of EPC Project (Power/Steel/Oil & Gas / Petrochemical/fertilizer/other process industry) (please specify)			
6.	Scope of Work (Please also specify whether civil work is included)			
7.	Date of Commissioning			
8.	No. of years in successful operation			
9.	Contract value of project			
10.	Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment.			

(II) In order to meet the requirement of Clause 4.1.2(b) of sub-section-IA, Part-A of Section-VI, we further declare the following :

Signature of authorized signatory.....

We / proposed sub-vendor have associated/collaborated with Electrostatic Precipitator Manufacturer M/s..... whose address is and who have designed, supplied, erected/supervised erection and commissioned/supervised commissioning rigid discharge framework Electrostatic Precipitators (of the type offered), having a designed efficiency of not less than 99%, operating in conjunction with pulverized coal fired steam generating units, rated for a minimum of 500 MW unit size or minimum 1500 T/hr steaming capacity, which are in successful operation in atleast one installation for a period of not less than One (1) year reckoned as on the date of consideration for approval but not later than six months after award date of EPC package. The details of above are as under :

Sl.No.	Item Description	Station - I
1.	Name of Client with full address Fax No. & Tel. No.	
2.	Name of station & its location	
3.	Name of Package/Contract	
4.	Name of the Contractor on whom the order for executing the reference plant (Electrostatic Precipitator) was placed by the Owner of the reference plant.	
5.	In case the Bidder/Sub-vendor is not the Contractor at Sl. No. 4, Name of the Organisation which placed order for reference plant (Electrostatic Precipitator) on the Bidder/Sub-venor	
6.	Detail of Steam Generator/Unit for which Electrostatic Precipitator supplied	
	(a) Unit Rating (MW)	
	(b) Whether pulverised coal fired steam generator	Yes/No
	(c) Steaming capacity of steam generator	
7.	Date of Order	

Sl.No.	Item Description	Station - I
8.	Date of Commissioning	

Signature of authorized signatory.....

- | | | |
|-----|--|--------|
| 9. | Type of Electrostatic Precipitator
(Whether rigid discharge framework
now being offered) | Yes/No |
| 10. | Design Efficiency of ESP | % |
| 11. | Scope of Work included | |
| | (a) Design | Yes/No |
| | (b) Supply | Yes/No |
| | (c) Erection/Supervised Erection | Yes/No |
| | (d) Commissioning/Supervised
Commissioning | Yes/No |
| 12. | No. of years in successful
operation reckoned as on the
date of consideration for approval
but not later than six months after
award date of EPC package | |
| 13. | Certificate from client in support
of queries of Sl.No. 1 to 12
above is enclosed as Annex..... | Yes/No |
| 14. | Deed of Joint Undertaking as per
format enclosed in Annexure I of
Attachment-3K Bidding Documents | Yes/No |
| 15. | Copy of Collaboration Agreement/
Technology licensing Agreement
enclosed | Yes/No |

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

(C) FOR BIDDER/HIS SUBVENDOR SEEKING QUALIFICATIONS AS PER CLAUSE 4.1.3 OF SUB-SECTION-IA, PART-A OF SECTION-VI

- (i) We / proposed sub-vendor meet the requirement of Clause 4.1.3 of Sub-section-IA, Part-A of Section-VI, and to satisfy this requirement, we declare the following:

We / proposed sub-vendor have designed, supplied, erected/supervised erection and commissioned/supervised commissioning rigid discharge framework Electrostatic Precipitators (of the type offered), having a designed efficiency of not less than 99%, operating in conjunction with pulverised coal fired steam generating units, in at least One (1) installation rated for a minimum of 200 MW unit size or minimum 600 T/hr steaming capacity, which are in successful operation for a period not less than One (1) year reckoned as on the date of consideration for approval but not later than six months after award date of EPC package. The details of above are as follows:

Sl.No.	Item Description	Plant
1.	Name of Client with full address Fax No. & Tel No.	
2.	Name of station & its location	
3.	Name of Package/Contract	
4.	Name of the Contractor on whom the order for executing the reference plant was placed	
5.	In case the Bidder/Sub-vendor is not the Contractor as per Sl.No.4 above, the name of organisation which has placed the order for reference plant (Electrostatic precipitator) on the Bidder/Sub-vendor	
6.	Detail of Steam Generator/Unit for which Electrostatic Precipitator supplied.	
(a)	Unit Rating (MW)	
(b)	Whether pulverised coal fired steam generator	Yes/No

Signature of authorized signatory.....

Sl.No.	Item Description	Station-I
	(c) Steaming capacity of steam generator	
7.	Date of Order	
8.	Date of Commissioning	
9.	Type of Electrostatic Precipitator (Whether rigid discharge frame work now being offered)	Yes/No
10.	Design Efficiency of ESP	
11.	Scope of Work included	
	(a) Design	Yes/No
	(b) Supply	Yes/No
	(c) Erection/Supervised Erection	Yes/No
	(d) Commissioning/Supervised Commissioning	Yes/No
12.	No. of years in successful operation reckoned as on the date of consideration for approval but not later than six months after award date of EPC package	
13.	Certificate from client in support of queries of Sl.No. 1 to 12 enclosed as Annex.....	Yes/No

Signature of authorized signatory.....

- (ii) In order to meet the requirement of Clause 4.1.3(b) of Subsection-IA, Part-A, Section-VI, we further declare the following :

We / proposed sub-vendor have an ongoing collaboration agreement/Technology Licensing Agreement prior to the date of submission of proposal of sub-vendor with manufacturer of Electrostatic Precipitator M/s..... whose address is and who have designed, supplied, erected/supervised erection and commissioned / supervised commissioning rigid discharge framework Electrostatic Precipitators (of the type offered), having a designed efficiency of not less than 99%, operating in conjunction with pulverized coal fired steam generating units, rated for a minimum of 500 MW unit size or minimum 1500 T/hr steaming capacity, which are in successful operation in atleast one installation for a period of not less than one (1) year reckoned as on the date of consideration for approval but not later than six months after award date of EPC package. The details of above are as under:

Sl.No.	Item Description	Station-I
1.	Name of Client with full address Fax No. & Tel. No.	
2.	Name of station & its location	
3.	Name of Package/Contract	
4.	Name of the Contractor on whom the order for executing the reference plant (Electrostatic Precipitator) was placed by the Owner of the reference plant	
5.	In case the Associate/Collaborator is not the Contractor at Sl.No.4, Name of the Organisation which placed order for reference plant (Electrostatic Precipitator) on the Associate/Collaborator	
6.	Detail of Steam Generator/Unit for which Electrostatic Precipitator supplied	
(a)	Unit Rating (MW)	
(b)	Whether pulverised coal fired steam generator	Yes/No
(c)	Steaming capacity of steam generator	

Signature of authorized signatory.....

Sl.No.	Item Description	Station-I
7.	Date of Order	
8.	Date of Commissioning	
9.	Type of Electrostatic Precipitator (Whether rigid discharge framework now being offered)	Yes/No
10.	Design Efficiency of ESP	
11.	Scope of Work included	
	(a) Design	Yes/No
	(b) Supply	Yes/No
	(c) Erection/Supervised Erection	Yes/No
	(d) Commissioning/Supervised Commissioning	Yes/No
12.	No. of years in successful operation.	
13.	Certificate from client in support of quarries of Sl.No. 1 to 12 above is enclosed as Annex.....	Yes/No
14.	Copy of Collaboration Agreement/ Technology Licensing Agreement enclosed	Yes/No
15.	Deed of Joint Undertaking as per format enclosed in Annexure II of Attachment-3K	Yes/No

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
ALONGWITH ELECTROSTATIC PRECIPITATOR MANUFACTURER
AS PER CLAUSE 4.1.2(b) 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 CONTRACTOR *AND *HIS SUB-VENDOR MEETING THE REQUIREMENTS SPECIFIED AT CLAUSE NO. 4.1.2(a)(i) or 4.1.2(a)(ii) OF SUB-SECTION-IA, PART A, SECTION VI ALONGWITH THE ASSOCIATE / COLLABORATOR (ELECTROSTATIC PRECIPITATOR MANUFACTURER MEETING THE REQUIREMENTS AS PER CLAUSE 4.1.1 OF SUB-SECTION-I-A, PART A, SECTION VI ON HIS OWN) FOR SUCCESSFUL PERFORMANCE OF ELECTROSTATIC PRECIPITATOR, IN WHICH THE ASSOCIATE/COLLABORATOR AND THE CONTRACTOR *AND *HIS SUB-VENDOR ARE JOINTLY AND SEVERALLY LIABLE TO THE EMPLOYER TO PERFORM ALL THE CONTRACTUAL OBLIGATIONS INCLUDING THE TECHNICAL GUARANTEES FOR COMPLETE ELECTROSTATIC PRECIPITATOR

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

*M/sa Company incorporated underhaving its Registered Office at(hereinafter called the "SUB-VENDOR", which expression shall include its successors, administrators, executors and permitted assigns) AND

M/sa Company registered under thehaving its Registered Office at(hereinafter called the "Associate/Collaborator", 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**.

AND WHEREAS vide clause 4.1.2(b) of Sub-Section-I-A, Part A, Section VI of bidding documents, it has been specified that bidder/his sub-vendor who meets the required experience as per clause 4.1.2(a)(i) or 4.1.2(a)(ii) of Sub-Section-I-A, Part A, Section VI shall Associates/Collaborate with a Electrostatic Manufacturer who meets the requirements of Clause 4.1.1 of Sub-Section-I-A, Part A, Section VI on his own. In such case bidder/his sub-vendor shall either source the Electrostatic Precipitator from such Associate/Collaborator or Manufacture the Electrostatic Precipitator as per the design & manufacturing drawings of such Associate/Collaborator under an ongoing Collaboration Agreement/Technology Licensing

Signature of authorized signatory.....

Agreement and furnish a Deed of Joint Undertaking as per the requirement of clause no. 4.1.2(b) of Sub-Section-I-A, Part A, Section VI.

WHEREAS M/s (Contractor) has submitted its proposal in response to the aforesaid Invitation for Bid by the Employer bearing No. dated for the **EPC Package for Patratu STPS Expansion Phase-I (3x800MW)** against the Employer's Bidding Documents.

AND WHEREAS M/s (*Contractor/*his sub-vendor) is an Engineering, Procurement and Construction (EPC) Organisation and meets the requirement specified at clause no. *4.1.2(a)(i) *or *4.1.2(a)(ii) of Sub-Section-I-A, Part A, Section VI and for executing the contract desire to associate/collaborate with M/s (hereinafter referred to as Associate/Collaborator) who is a Electrostatic Precipitator manufacturer and meets the requirements as specified in clause no.4.1.1 of Sub-Section-I-A, Part A, Section VI on its own, for *sourcing the Electrostatic Precipitator from the above Associate/Collaborator or *Manufacturing the Electrostatic Precipitator as per the design and manufacturing drawings of above Associate/Collaborator under an ongoing Collaboration Agreement/Technology Licensing Agreement. The Contractor, his sub-vendor (if applicable) and the Associate/Collaborator are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for successful performance of the Electrostatic Precipitator and be jointly and severally liable to perform all contractual obligations for the Electrostatic Precipitator for the **EPC Package for Patratu STPS Expansion Phase-I (3x800MW)** fully meeting the stipulated technical requirements, guaranteed parameters and characteristics for the Electrostatic Precipitator 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 Associate/Collaborator and the Contractor *and *his Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of the complete Electrostatic Precipitator and all the contractual obligations including the technical guarantees for the complete Electrostatic Precipitator.
2. In case of any breach of the Contract committed by the Contractor *and *his Sub-Vendor, we the Associate/Collaborator do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Electrostatic Precipitator and undertake to carry out all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor'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 Electrostatic Precipitator, we the Associate/Collaborator and Contractor *and *his Sub-Vendor 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 Contractor/ *his Sub-Vendor before proceeding against the Associate/Collaborator nor any extension of time or any relaxation given by the Employer to the Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Contractor.

Signature of authorized signatory.....

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 Associate/Collaborator shall be fully responsible for complete design, manufacture, supply, installation so as to ensure satisfactory, reliable, safe and trouble free performance of Electrostatic Precipitator.
- Further, the Associate/Collaborator shall depute their technical experts from time to time to the Contractor's/*his sub-vendor's /Employer's project site as required by the Employer and agreed to by Contractor *and *his Sub-Vendor/Collaborator/Associate to facilitate the successful performance of the Electrostatic Precipitator as stipulated in the aforesaid Contract.
- Further, the Associate/Collaborator shall ensure proper design, manufacture, installation, testing and successful performance of the Electrostatic Precipitator under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Associate/Collaborator shall advise the Contractor/ *his Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.
- (b) In the event the Associate/Collaborator and the Contractor *and *his Sub-Vendor fail to demonstrate that the Electrostatic Precipitator meets the guaranteed parameters and demonstration parameters as specified in the contract, the Associate/Collaborator and the Contractor and *and *his Sub-Vendor 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 Electrostatic Precipitator 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 *his Sub-Vendor and Associate/Collaborator.
4. We, the Contractor *and *his Sub-Vendor and the Associate/Collaborator 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 Contractor *and *his Sub-Vendor and Associate/Collaborator 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.

Signature of authorized signatory.....

- IN WITNESS WHEREOF, the Associate/Collaborator and the Contractor *and *his Sub-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.

..... (Signature of the Authorised
(Signature Name)
Representative).....

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

Designation.....

Common Seal of the

Company.....

1. WITNESS
For M/s.....

(*Contractor's Sub-Vendor)

.....
(Signature Name)
Representative).....

(Signature of the Authorised

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

Designation.....

Common Seal of the

Company.....

1. WITNESS
.....

For M/s

(Associate/Collaborator)

.....
(Signature Name)
Representative).....

(Signature of the Authorised

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

Designation.....

Common Seal of the Company

.....

Note: Power of Attorney of the person signing on behalf of Associate/Collaborator, Bidder and *his Sub-vendor are to be furnished by Bidder.

* Contractor shall strike out, whichever is not applicable.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
ALONGWITH ELECTROSTATIC PRECIPITATOR MANUFACTURER
AS PER CLAUSE 4.1.3(B) 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 CONTRACTOR, *HIS *SUB-VENDOR MEETING THE REQUIREMENTS SPECIFIED AT CLAUSE NO. 4.1.3 (a) OF SUB-SECTION-I-A, Part A, SECTION VI ALONGWITH THE COLLABORATOR/TECHNOLOGY LICENSOR (ELECTROSTATIC PRECIPITATOR MANUFACTURER MEETING THE REQUIREMENTS AS PER CLAUSE 4.1.1 OF Sub-Section-I-A, Part A, Section VI) FOR SUCCESSFUL PERFORMANCE OF ELECTROSTATIC PRECIPITATORS, IN WHICH THE COLLABORATOR/TECHNOLOGY LICENSOR AND THE BIDDER ARE JOINTLY AND SEVERALLY LIABLE TO THE EMPLOYER TO PERFORM ALL THE CONTRACTUAL OBLIGATIONS INCLUDING THE TECHNICAL GUARANTEES FOR COMPLETE ELECTROSTATIC PRECIPITATOR

The DEED OF UNDERTAKING executed this day of Two thousand by M/s a Company incorporated under having its Registered Office at(hereinafter called the "Contractor", which expression shall include its successors, administrators, executors and permitted assigns) AND

*M/sa Company incorporated underhaving its Registered Office at(hereinafter called the "Sub-Vendor", 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 "Collaborator/Technology Licensor" , 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, 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 4.1.3(b) of Sub-Section-I-A, Part A, Section VI of bidding documents, it has been specified that bidder who meets the required experience as per clause 4.1.3(a) shall also have an ongoing Collaboration agreement / Technology Licensing agreement prior to the date of submission of proposal of sub-vendor, with a Electrostatic Precipitator Manufacturer, who meets the requirement of clause 4.1.1 of Sub-Section-I-A, Part A, Section VI and furnish a Deed of Joint Undertaking as per the requirement of clause no. 4.1.3(b) of Sub-Section-I-A, Part-A, Section-VI

WHEREAS M/s (Contractor) has submitted its proposal in response to the aforesaid Invitation for Bid by the Employer bearing No. dated

Signature of authorized signatory.....

for **EPC Package** for its **Patratu STPS Expansion Phase-I (3x800MW)** against the Employer's Bidding Documents.

AND WHEREAS M/s..... (*Contractor/*his sub-vendor) meet the requirements specified at clause no. 4.1.3(a) of Sub-Section-I-A, Part A, Section VI and have an on-going collaboration agreement/technology licensing agreement prior to the date of submission of proposal of sub-vendor, with M/s..... (hereinafter referred to as Collaborator/Technology Licensor) who is a manufacturer of Electrostatic Precipitator and meets the requirements as specified in clause no. 4.1.1 of Sub-Section-I-A, Part A, Section VI. The Contractor*and *his Sub-Vendor and the Collaborator/Technology Licensor are required to jointly execute and furnish alongwith the bid an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for successful performance of the Electrostatic Precipitator and be jointly and severally liable to perform all contractual obligations for the Electrostatic Precipitator 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 Collaborator/Technology Licensor and the Contractor *and *his Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of the complete Electrostatic Precipitator and all the contractual obligations including the technical guarantees for the complete Electrostatic Precipitator.
2. In case of any breach of the Contract committed by the Contractor *and *his Sub-Vendor, we the Collaborator/Technology Licensor do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Electrostatic Precipitator and undertake to carry out all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor'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 Electrostatic Precipitator, we the Collaborator/Technology Licensor and Contractor *and *his Sub-Vendor 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 Contractor/ *his Sub-Vendor before proceeding against the Collaborator/Technology Licensor nor any extension of time or any relaxation given by the Employer to the Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Contractor.
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 Collaborator/Technology Licensor shall be fully responsible for complete design, manufacture, supply, installation so as to ensure satisfactory, reliable, safe and trouble free performance of Electrostatic Precipitator.

Signature of authorized signatory.....

Further, the Collaborator/Technology Licensor shall depute their technical experts from time to time to the Contractor's/*his sub-vendor's /Employer's project site as required by the Employer and agreed to by Contractor *and *his Sub-Vendor/ Collaborator/Technology Licensor to facilitate the successful performance of the Electrostatic Precipitator as stipulated in the aforesaid Contract.

Further, the Collaborator/Technology Licensers shall ensure proper design, manufacture, installation, testing and successful performance of the Electrostatic Precipitator under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Collaborator/Technology Licensers shall advise the Contractor/* his Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (b) In the event the Collaborator/Technology Licensor and the Contractor *and *his Sub-Vendor fail to demonstrate that the Electrostatic Precipitator meets the guaranteed parameters and demonstration parameters as specified in the contract, the Collaborator/Technology Licensor and the Contractor and *and *his Sub-Vendor 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 Electrostatic Precipitator 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 *his Sub-Vendor and Associate/Collaborator.
- 4. We, the Contractor *and *his Sub-Vendor and the Collaborator/Technology Licensor 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 Contractor *and *his Sub-Vendor and Collaborator/Technology Licensor 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 furnished by the Contractor, the Collaborator/Technology Licensor*and *Contractor's Sub-Vendor 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 12 Million (Indian Rupees Twelve Million)** and it shall be guarantee towards the faithful performance /compliance of this Deed of Joint

Signature of authorized signatory.....

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 Associate/Collaborator and the Contractor *and *his Sub-Vendor 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 Collaborator/Technology Licensor and the Contractor *and *his Sub-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
.....		(Contractor)

..... (Signature Name & Address)	(Signature of the Authorised Representative).....
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.....
(Official Address)
Name.....

Designation.....

Common Seal of the

Company.....

WITNESS
For M/s.....

(*Contractor's Sub-Vendor)

..... (Signature Name & Address) Representative).....	(Signature of the Authorised
---	------------------------------

Signature of authorized signatory.....

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

Designation.....

Common Seal of the

Company.....

WITNESS

For

M/s

.....
Licensor)

(Collaborator/Technology

.....
(Signature Name & Address)
Representative).....

(Signature of the Authorised

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

Designation.....

Common Seal of the Company

.....

Note : Power of Attorney of the person signing on behalf of Collaborator/Technology
Licensor, Contractor and *his sub-vendor is to be furnished by Contractor.
" Contractor 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 3.3 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. 3.3 OF SUB-SECTION-I-A, PART A,
SECTION VI ALONGWITH QUALIFIED EQUIPMENT MANUFACTURER
OF.....(NAME OF EQUIPMENT) MEETING THE REQUIREMENTS
AS PER CLAUSE 3.1 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/sa (Name of Equipment)
Supplier/Manufacturer as per the requirement of Item 3.3 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 3.3 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. 3.1 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 3.1 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. 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. 3.1 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/s who meets the requirements stipulated at clause 3.1 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 along with 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 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.

Signature of authorized signatory.....

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 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

Signature of authorized signatory.....

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.
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.

Signature of authorized signatory.....

- 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.

Signature of authorized signatory.....

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 of the Authorised
Representative).....

.....
(Signature Name)

.....
(Official Address)

Name.....

Designation.....

Common Seal of the
Company.....

1. WITNESS *ForM/s
(*Holding/*Subsidiary Company of
Qualified Equipment

Manufacturer)

(Signature of the Authorised

.....
(Signature Name)
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.....

5.0.0 Selective Catalytic Reduction System

A. FOR BIDDER/ BIDDER'S SUB-VENDOR SEEKING QUALIFICATIONS AS PER CLAUSE 4.23.1 OF THE SUB-SECTION-IA, PART-A OF SECTION-VI.

We / proposed sub-vendor meet the requirement of Clause 4.23.1 of the Sub-section-IA, Part-A of Section-VI and to satisfy this requirement, we declare the following:

We / proposed sub-vendor (M/s.....) have designed, engineered, manufactured/ got manufactured/ supplied, erected/supervised erection and commissioned/supervised commissioning of atleast one number of ammonia based SCR System, consisting of SCR reactor & Ammonia injection system, with NOx reduction efficiency of not less than 75%, operating in conjunction with pulverized coal fired steam generator for 500 MW unit size or higher capacity unit or minimum 1500T/hr steaming capacity, which are in successful operation for a period not less than One (1) year. The details of above are as under:

S. No.	Item Description	Station-I
1.	Name of Client with full address, Fax No. & Tel. No.	
2.	Name of station & its location	
3.	Name of Package/Contract	
4.	Name of the Contractor on whom the order for executing the reference plant (SCR System) was placed by the Owner of the reference plant.	
5.	In case the Bidder/ his sub-vendor is not the Contractor at Sl.No. 4, Name of the Organisation which placed order for reference plant (Selective Catalytic Reduction System) on the Bidder / Sub-Vendor	
6.	Detail of Steam Generator/Unit for which Selective Catalytic Reduction System supplied.	
(a)	Unit Rating (MW)	
(b)	Whether pulverised coal fired steam generator	Yes/No
(c)	Steaming capacity of steam generator (T/hr.)	
7.	Date of Order	

Signature of authorized signatory.....

- | | | |
|------|--|--------------------|
| 8. | Date of Commissioning of SCR system | |
| 9. | Type of SCR System
(Whether same as now being offered) | Yes/No |
| 10.1 | Design Efficiency of SCR system | % |
| 10.2 | Inlet NO _x to SCR at 6%O ₂ dry | mg/Nm ³ |
| 10.3 | Outlet NO _x to SCR at 6%O ₂ dry | mg/Nm ³ |
| 10.4 | Inlet Dust burden to SCR Reactor | g/ Nm ³ |
| 10.5 | Type of catalyst (Plate/honeycomb/corrugated) | ----- |
| 10.6 | Type of reagent (Aqueous Ammonia
/ Anhydrous Ammonia/urea) | |
| 10.7 | Type of Ammonia injection system | |
| 11. | Scope of Work ammonia based SCR system consisting of SCR reactor & Ammonia injection system included | |
| (a) | Design | Yes/No |
| (b) | Engineering | Yes/No |
| (c) | Manufacturing/ got manufactured/ Supply | ----- |
| (d) | Erection/Supervised Erection | ----- |
| (e) | Commissioning/Supervised Commissioning | ----- |
| 12. | Whether scope of work include design, engineering, manufacturing/ got manufacture/ supply, erection/ got erection and commissioning of ammonia handling and storage system for SCR | Yes/No |
| 13. | No. of years in successful operation of SCR system as on ----- | |
| 14. | Certificate from client in support of queries of Sl. No. 1 to 13 enclosed as Annex..... | Yes/No |
| 15. | Certificate from Owner of the Plant (in case the Order is received from intermediary organization) | Yes/No |

(Signature)..... Date Place

Signature of authorized signatory.....

(Printed Name).....
(Designation).....
(Common Seal).....

B. FOR BIDDER/ HIS SUB-VENDOR SEEKING QUALIFICATIONS AS PER CLAUSE 4.23.2 OF THE SUB-SECTION-IA, PART-A OF SECTION-VI.

Note : BIDDER IS REQUIRED TO FILL EITHER REQUIREMENT UNDER CLAUSE (I)(A) OR CLAUSE (I)(B) OR CLAUSE (I)(C) BELOW, WHICHEVER IS APPLICABLE ALONGWITH CLAUSE (II) AND CLAUSE (III).

(I)(A) We / proposed sub-vendor meet the requirement of Clause 4.23.2(a)(i) of the Sub-section-IA, Part-A of Section-VI and to satisfy this requirement, we declare the following :

We / proposed sub-vendor (M/s.....) have designed, engineered, manufactured/ got manufactured, erected/ supervised erection and commissioned/ supervised commissioning of atleast one number of pulverised coal fired steam generator for 200MW or higher capacity unit or having minimum 600T/hr steaming capacity, which are in successful operation for a period not less than One (1) year. The details of above are as under:

S. No.	Item Description	Station-I
1.	Name of Client with full address Fax No. & Tel No.	
2.	Name of station & its location	
3.	Name of Package/Contract	
4.	Name of the Contractor on whom the order for executing the reference plant was placed by the Owner of the reference plant.	
5.	In case the Bidder/ his sub-vendor is not the Contractor as per Sl.No.4 above, the name of organisation which has placed the order for reference plant on the Bidder/Sub-vendor	
6.	Details of Steam Generating Unit	
(a)	Unit Rating (MW)	
(b)	Whether pulverised coal fired steam generator	Yes/No
(c)	Steaming capacity of	

Signature of authorized signatory.....

steam generator (T/hr.)

7. Date of Order
8. Scope of Work
 - (a) Design Yes/No
 - (b) Engineering Yes/No
 - (c) Manufacturing/ got manufactured -----
 - (d) Erection/Supervised Erection -----
 - (e) Commissioning/Supervised Commissioning -----
9. Date of Commissioning
10. No. of years in successful operation
As on
11. Certificate from client in support of queries of Sl.No. 1 to 10 above is enclosed as Annex..... Yes/No
12. Certificate from Owner of the Plant (in case the Order is received from intermediary organization) Yes/No

(I)(B) We / proposed sub-vendor meet the requirement of Clause 4.23.2(a)(ii) of sub-section-IA, Part-A of Section -VI, and to satisfy this requirement, we declare the following:

We / proposed sub-vendor are a Joint Venture (JV) company incorporated in India under the Companies Act of India, as on the date of techno-commercial bid opening, created for the purpose of manufacturing steam generator sets in India.

The Joint Venture (JV) Company is promoted by (i) M/s _____ an Indian Company registered in India under the Companies Act of India and (ii) M/s. _____ a Steam Generator Manufacturer who meets the requirements as per details furnished in Clause 4.23.2 a(i) of the Sub-section-IA, Part-A of Section-VI.

We confirm that M/s _____ (the Steam Generator Manufacturer) have a minimum equity participation of 26% in the JV Company for a lock-in period of 7 years from the date of incorporation of JV Company.

Further, M/s _____, one of the promoter is majority stakeholder who have a minimum equity participation of 51% in the JV

Signature of authorized signatory.....

Company for a lock in period of 7 years from the date of incorporation of JV Company or up to the end of defect liability period of the contract whichever is later.

Also, we / proposed sub-vendor have executed/ executing orders related to Steam Generators, in the last 5 years, with the total value of such projects being INR 5,000 million or more.

The details of the Joint Venture (JV) company are as follows:

Sl.No.	Item Description
1.	Name of JV Company
2.	Date of incorporation of JV Company in India under the companies act of India and purpose of creation
3.	Name of promoter of JV i.e. Indian company Registered in India
4.	Name of Steam generator manufacturer Meeting requirement of 4.23.2.a(i) of the Sub-section-IA, Part-A of Section-VI (Please fill details as per B(I)(A) above)
5.	Equity participation of Steam Generator Manufacturer in the JV Company (In percentage of the total equity)
6.	Lock in period for above equity participation from the date of incorporation (Bidder to furnish documentary evidence for their equity participation in the JV Company along with lock in period of such equity in compliance to clause 4.23.2 a(ii) of the Sub-section-IA, Part-A of Section-VI, supported by Board Resolution of the Steam Generator manufacturer)
7.	Name of company who is having Equity more than 51% in JV Company And Equity %
8.	Lock in period for above equity participation from the date of incorporation

Signature of authorized signatory.....

(Majority Stake Holder to furnish documentary evidence for their equity participation in the JV Company along with lock in period of such equity in compliance to clause 4.23.2 a(ii) supported by Board Resolution of the Majority Stake Holder)

9. Copy of Certificate of Incorporation and Memorandum of Association of JV company is enclosed at Annex.....

The details of orders executed/ under execution by JV company related to Steam Generators, in the last 5 years, with the total value of such projects being INR 5,000 million or more are as under:

S. No.	Item Description	Station-I	station-II	Station-III
1.	Name of Client with full address Fax No. & Tel No.			
2.	Name of station & its location			
3.	Name of Package/Contract			
4.	Name of the Company who has placed the order			
5.	Details of Steam Generating Unit			
	(a) Unit Rating (MW)			
	(b) Whether pulverised coal fired steam generator			Yes/No
	(c) Steaming capacity of steam generator (T/hr.)			
6.	Date of orders			
7.	Scope of Work			
8.	Completion date of orders			
9.	Total Value of the order (In equivalent INR)			
10.	Certificate from client in support of queries of Sl.No. 1 to 9 above is enclosed as Annex.....			Yes/No

Signature of authorized signatory.....

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(I)(C) We / proposed sub-vendor meet the requirement of Clause 4.23.2(a)(iii) of sub-section-IA, Part-A of Section -VI, and to satisfy this requirement, we declare the following:

We / proposed sub-vendor are an Indian Subsidiary Company of a Steam Generator Manufacturer meeting requirements of clause 4.23.2 a(i) of the Sub-section-IA, Part-A of Section-VI, registered in India under the Companies Act of India, as on the date of techno-commercial bid opening, for manufacturing Steam Generator sets.

We confirm that the subsidiary Company is a subsidiary company of the Steam Generator Manufacturer for a minimum period of 7 years from the date of incorporation of such Subsidiary Company or up to the end of defect liability period of the contract whichever is later.

Further, we/ proposed sub-vendor have executed/executing orders related to Steam Generators, in the last 5 years, with the total value of such projects being INR 5,000 million or more.

The details of the Subsidiary Company of a Steam Generator Manufacturer are as follows:

Sl.No.	Item Description	
1.	Name of the Steam Generator Manufacturer Meeting requirement of 4.23.2.a(i) of the Sub-section-IA, Part-A of Section-VI (PI fill details as per B(I)(A) above)	
2.	Name of Indian Subsidiary Company with registration details	
3.	Address, Fax No. and Tel. No. of Subsidiary Company	
4.	Equity Lock in period for 7 years from the date of incorporation/ up to defect liability period (Bidder to furnish documentary evidence for their equity lock in period)	Yes/ No

The details of orders executed/ under execution related to Steam Generators, in the last 5 years, with the total value of such projects being INR 5,000 million or more are as under:

S. No.	Item Description	Station-I	Station-II	Station-III
--------	------------------	-----------	------------	-------------

Signature of authorized signatory.....

-
1. Name of Client with full address
Fax No. & Tel No.
 2. Name of station & its location
 3. Name of Package/Contract
 4. Name of the Company who has placed
the order
 5. Details of Steam Generating Unit
 - (a) Unit Rating (MW)
 - (b) Whether pulverised coal
fired steam generator Yes/No
 - (c) Steaming capacity of
steam generator (T/hr.)
 6. Date of orders
 7. Scope of Work
 8. Completion date of orders
 9. Total Value of the order (In equivalent INR)
 10. Certificate from client in support
of queries of Sl.No. 1 to 9 above
is enclosed as Annex..... Yes/No
-

(II) In order to meet the requirement of Clause 4.23.2(b) of sub-section-IA, Part-A of Section-VI, we further declare the following:

We / proposed sub-vendor have a valid ongoing collaboration and technology transfer agreement with M/s _____ (QSCRM) meeting requirements of clause 4.23.1 of the Sub-section-IA, Part-A of Section-VI, on its own, which is valid minimum up to the end of the defect liability period of the contract. Copy of ongoing collaboration and technology transfer agreement is enclosed at Annex.....(The details of QSCRM required to be filled as per clause A above)

(III) In order to meet the requirement of Clause 4.23.2(c) of sub-section-IA, Part-A of Section-VI, we further declare the following:

Signature of authorized signatory.....

We are enclosing Deed of Joint Undertaking (DJU) executed between us, our sub-vendor (if applicable) and the QSCRM, as per clause 4.23.2 (c) of the Sub-section-IA, Part-A of Section-VI, at Annex..... to this Attachment, for the SCR system.

(Signature)..... Date Place
(Printed Name).....
(Designation).....
(Common Seal).....

C. FOR BIDDER/ HIS SUB-VENDOR SEEKING QUALIFICATIONS AS PER CLAUSE 4.23.3 OF THE SUB-SECTION-IA, PART-A OF SECTION-VI.

- (I) We / proposed sub-vendor meet the requirement of Clause 4.23.3 (a) of the Sub-section-IA, Part-A of Section-VI and to satisfy this requirement, we declare the following:

We / proposed sub-vendor(M/s.....) are an Engineering, Procurement and Construction (EPC) organization, who have executed large industrial projects on EPC basis (with or without civil works) in the area of power, steel, oil & gas, petro-chemical, fertilizer, Flue gas de-nitrification system and / or any other process industry with the total value of such projects being INR 5,000 million or more. Atleast one of such projects have a contract value of INR 2,000 million or more. Further, these projects are in successful operation for a period of not less than one (1) year.

Details of EPC projects executed in last 10 years:

Sl.No.	Item Description	Station-I	Station-II	Station-III
1.	Name of Client with full address Fax No. & Tel No.			
2.	Name of station & its location			
3.	Name of the responsible person in Owner's organisation			
4.	Contract No. & Date			
5.	Nature/area of EPC Project (Power/ Steel/ Oil & Gas / Petro chemical/ fertilizer/ other process industry) (please specify)			
6.	Scope of Work (Please also specify whether civil work is included)			
7.	Date of execution of Order			

Signature of authorized signatory.....

8. Date of Commissioning
 9. No. of years in successful operation.
 10. Contract value of project (In equivalent INR)
 11. Necessary documents/certificate
is support of above are attached
at Annexure..... of this Attachment.
-

- (II) In order to meet the requirement of Clause 4.23.3(b) of sub-section-IA, Part-A of Section-VI, we further declare the following:

We / proposed sub-vendor have a valid ongoing collaboration and technology transfer agreement with M/s _____ (QSCRM) meeting requirements of clause 4.23.1 of the Sub-section-IA, Part-A of Section-VI, which is valid for minimum up to the end of the defect liability period of the contract. Further, we/ proposed sub-vendor also confirm that we/ sub-vender shall either source the SCR system from collaborator or manufacture/ get manufacture the SCR System as per the design and manufacturing drawings released by collaborator. Copy of ongoing collaboration and technology transfer agreement is enclosed at Annex..... (The details of Collaborator (QSCRM) required to be filled as per clause A above)

- (III) We are enclosing Deed of Joint Undertaking (DJU) executed between us, our sub-vendor (if applicable) and the QSCRM, as per clause 4.23.3 (c) at Annex..... to this Attachment, for the SCR system.

(Signature)..... Date Place
 (Printed Name).....
 (Designation).....
 (Common Seal).....

6.0.0 CRITICAL EQUIPMENT(S) FOR SCR & SNCR SYSTEM

6.1.0 Ammonia handling and storage system for SCR

FOR BIDDER/ BIDDER'S SUB-VENDOR SEEKING QUALIFICATIONS AS PER CLAUSE 4.24.1 OF THE SUB-SECTION-IA, PART-A OF SECTION-VI.

We / proposed sub-vendor meet the requirement of Clause 4.24.1 of the sub-section-IA, Part-A of section-VI and to satisfy this requirement, we declare the following:

We / proposed sub-vendor (M/s) have designed, engineered, manufactured/ got manufactured/ supplied, erected/ supervised erection and commissioned/supervised commissioning of atleast one number of anhydrous ammonia storage and handling system for SCR system, operating in conjunction with

Signature of authorized signatory.....

coal fired steam generating units, rated for minimum of 500MW unit size or minimum 1500T/hr steaming capacity, which are in successful operation for a period not less than One (1) year. The details of above are as under:

S. No.	Item Description	Station-I
1.	Name of Client with full address, Fax No. & Tel. No.	
2.	Name of station & its location	
3.	Name of Package/Contract	
4.	Name of the Contractor on whom the order for executing the reference plant (Ammonia handling and storage system for SCR system) was placed by the Owner of the reference plant.	
5.	In case the Bidder/ his sub-vendor is not the Contractor at Sl.No. 4, Name of the Organisation which placed order for reference plant (Ammonia handling and storage system for SCR) on the Bidder / Sub-Vendor	
6.	Detail of Steam Generator/Unit for which Ammonia handling and storage system for SCR supplied.	
	(a) Unit Rating (MW)	
	(b) Whether coal fired steam generator	Yes/No
	(c) Steaming capacity of steam generator (T/hr.)	
7.	Date of Order	
8.	Date of Commissioning	
9.	Type of Ammonia handling and storage system for SCR System (Anhydrous/ Aqueous)	----
10.	Scope of Work included for Ammonia handling and storage system for SCR System	
	(a) Design	Yes/No
	(b) Engineering	Yes/No

Signature of authorized signatory.....

(c)	Manufacturing/ got manufactured/ Supply	-----
(d)	Erection/Supervised Erection	-----
(e)	Commissioning/Supervised Commissioning	-----
11.	No. of years in successful operation of Ammonia handling and storage system for SCR System as on	
12.	Ammonia storage system capacity in M ³	
13.	Ammonia supply capacity in Kg/hr	
14.	Certificate from client in support of queries of Sl. No. 1 to 13 enclosed as Annex.....	Yes/No
15.	Certificate from Owner of the Plant (in case the Order is received from intermediary organization)enclosed as Annex.....	Yes/No

(Signature)..... Date Place

(Printed Name).....

(Designation).....

(Common Seal).....

6.2.0 Catalyst for SCR system

FOR BIDDER/ BIDDER'S SUB-VENDOR SEEKING QUALIFICATIONS AS PER CLAUSE 4.24.2 OF THE SUB-SECTION-IA, PART-A OF SECTION-VI.

We / proposed sub-vendor meet the requirement of Clause 4.24.2 of the sub-section-IA, Part-A of section-VI and to satisfy this requirement, we declare the following:

We / proposed sub-vendor (M/s)have designed, engineered, manufactured, supplied plate type catalyst for SCR system, operating in conjunction with pulverized coal fired steam generating units, rated for 500MW unit size or higher capacity unit or minimum 1500T/hr steaming capacity, which are in successful operation for atleast 16000hrs without any replacement during this period. The details of above are as under:

S. No.	Item Description	Station-I
1.	Name of Client with full address, Fax No. & Tel. No.	

Signature of authorized signatory.....

2. Name of station & its location
3. Name of Package/Contract
4. Name of the Contractor on whom the order for executing the reference plant (Catalyst for SCR system) was placed by the Owner of the reference plant.
5. In case the Bidder/ his sub-vendor is not the Contractor at Sl.No. 4, Name of the Organisation which placed order for reference plant (Catalyst for SCR system) on the Bidder / Sub-Vendor
6. Detail of Steam Generator/Unit for which Catalyst for SCR system supplied.
 - (a) Unit Rating (MW)
 - (b) Whether pulverised coal fired steam generator Yes/No
 - (c) Steaming capacity of steam generator (T/hr.)
7. Date of Order of catalyst for SCR system
8. Date of Commissioning
9. Inlet dust burden to SCR reactor g/Nm³
10. Type of Catalyst (i.e. plate type) & Pitch (in mm) for SCR system
11. Scope of Work included for Catalyst for SCR system
 - (a) Design Yes/No
 - (b) Engineering Yes/No
 - (c) Manufacturing/ Supply -----
12. No. of hours in successful operation without any replacement of catalyst
13. Certificate from client in support of queries of Sl. No. 1 to 12 enclosed as Annex..... Yes/No
14. Certificate from Owner of the Plant (in case the Order is received from Yes/No

Signature of authorized signatory.....

intermediary organization)enclosed as Annex.....

(Signature)..... Date Place
(Printed Name).....
(Designation).....
(Common Seal).....

6.3.0 SNCR system

(Applicable in case Bidder proposed hybrid system i.e. SCR with SNCR)

FOR BIDDER/ BIDDER'S SUB-VENDOR SEEKING QUALIFICATIONS AS PER CLAUSE 4.24.3 OF THE SUB-SECTION-IA, PART-A OF SECTION-VI.

We / proposed sub-vendor meet the requirement of Clause 4.23 & 4.24.3 of the Sub-section-IA, Part-A of Section-VI and to satisfy this requirement, we declare the following:

(Pl. fill the applicable details required as per Clause 4.23 of the Sub-section-IA, Part-A of section-VI indicated above at clause 5.0.0)

We / proposed sub-vendor (M/s) have designed, engineered, manufactured/ got manufactured/ supplied, erected/ supervised erection and commissioned/ supervised commissioning of atleast one number of urea based SNCR system, operating in conjunction with pulverized coal fired steam generator for 500MW or higher capacity unit or for a pulverized coal fired steam generator having minimum 1500T/hr steaming capacity, which are in successful operation for a period not less than One (1) year. The details of above are as under:

S. No.	Item Description	Station-I
1.	Name of Client with full address, Fax No. & Tel. No.	
2.	Name of station & its location	
3.	Name of Package/Contract	
4.	Name of the Contractor on whom the order for executing the reference plant (Urea based SNCR system) was placed by the Owner of the reference plant.	
5.	In case the Bidder/ his sub-vendor is not the Contractor at Sl.No. 4, Name of the Organisation which placed order for	

Signature of authorized signatory.....

- reference plant (Urea based SNCR system)
on the Bidder / Sub-Vendor
6. Detail of Steam Generator/Unit for which Urea based SNCR system supplied
 - (a) Unit Rating (MW)
 - (b) Whether pulverised coal fired steam generator Yes/No
 - (c) Steaming capacity of steam generator (T/hr.)
 7. Date of Order for Urea based SNCR system
 8. Date of Commissioning of Urea based SNCR system
 9. Type of Urea based SNCR system Yes/No
 - 10.1 No. & Capacity of urea solution Mixer tank (in m³)
 - 10.2 No. & Capacity of urea solution storage tank (in m³)
 - 10.3 No. & Location of urea injection point
 - 10.4 No. of urea injection nozzle at each location
 10. Scope of Work included for Urea based SNCR system
 - (a) Design Yes/No
 - (b) Engineering Yes/No
 - (c) Manufacturing/ got manufactured/ Supply -----
 - (d) Erection/Supervised Erection -----
 - (e) Commissioning/Supervised Commissioning -----
 11. No. of years in successful operation of Urea based SNCR system
 12. Whether scope of work include design, engineering, manufacturing/ got manufacture/supply, erection/ got erection and commissioning of Urea handling and storage system for SNCR Yes/No
 13. Certificate from client in support of queries of Sl. No. 1 to 12 enclosed as Annex..... Yes/No
 14. Certificate from Owner of the Plant (in case the Order is received from Yes/No

Signature of authorized signatory.....

intermediary organization)enclosed as Annex.....

(Signature)..... Date Place
(Printed Name).....
(Designation).....
(Common Seal).....

6.4.0 Urea handling and storage system

FOR BIDDER/ BIDDER'S SUB-VENDOR SEEKING QUALIFICATIONS AS PER CLAUSE 4.24.4 OF THE SUB-SECTION-IA, PART-A OF SECTION-VI.

We / proposed sub-vendor meet the requirement of Clause 4.24.4 of the Sub-section-IA, Part-A of Section-VI and to satisfy this requirement, we declare the following:

We / proposed sub-vendor(M/s) have designed, engineered, manufactured/ got manufactured/ supplied, erected/ supervised erection and commissioned/ supervised commissioning of atleast one number of Urea handling and storage system for SNCR system, operating in conjunction with a coal fired steam generating units, rated for a minimum of 500MW unit size or for a pulverized coal fired steam generator with minimum 1500T/hr steaming capacity, which are in successful operation for a period not less than One (1) year. The details of above are as under:

S. No.	Item Description	Station-I
1.	Name of Client with full address, Fax No. & Tel. No.	
2.	Name of station & its location	
3.	Name of Package/Contract	
4.	Name of the Contractor on whom the order for executing the reference plant (Urea handling and storage system) was placed by the Owner of the reference plant.	
5.	In case the Bidder/ his sub-vendor is not the Contractor at Sl.No. 4, Name of the Organisation which placed order for reference plant (Urea handling and storage system) on the Bidder / Sub-Vendor	
6.	Detail of Steam Generator/Unit for which Urea handling and storage systemsupplied (a) Unit Rating (MW)	

Signature of authorized signatory.....

(b)	Whether pulverised coal fired steam generator	Yes/No
(c)	Steaming capacity of steam generator (T/hr.)	
7.	Date of Order of urea handling and storage system	
8.	Date of Commissioning of urea handling and storage system	
9.	Type of Urea handling and storage system (solid/ liquid urea)	
10.	Scope of Work included for urea handling and storage system	
(a)	Design	Yes/No
(b)	Engineering	Yes/No
(c)	Manufacturing/ got manufactured/ Supply	-----
(d)	Erection/Supervised Erection	-----
(e)	Commissioning/Supervised Commissioning	-----
11.	No. of years in successful operation for urea handling and storage system as on	
12.	Certificate from client in support of queries of Sl. No. 1 to 11 enclosed as Annex.....	Yes/No
13.	Certificate from Owner of the Plant (in case the Order is received from intermediary organization) enclosed as Annex.....	Yes/No

(Signature)..... Date Place

(Printed Name).....

(Designation).....

(Common Seal).....

7.0.0 TO BE FILLED IN BY THE BIDDER/ PROPOSED SUBVENDOR (I.E. HOLDING COMPANY) MEETING REQUIREMENT OF CLAUSE 4.23.1 AND NOTE A(4) TO CLAUSE 4.23 of the Sub-section-IA, Part-A of Section-VI.

(Pl. fill the other relevant details as per the selected route as per format indicated at clause 5.0.0 above)

We/ Proposed sub vendor (M/s.....) are seeking qualification as holding company (singularly or collectively) with our subsidiaries (held either directly or indirectly) as per notes

Signature of authorized signatory.....

No.A (4) for clause no. 4.23.1 of the Sub-section-IA, Part-A of Section-VI. Further, the details of our subsidiaries meeting the requirements are as follows :

- | | | |
|---|---|--|
| 1 | Ours and our Subsidiary(ies) Experience
Details in respect of meeting requirement of
Clause 4.23.1 of the Sub-section-IA, Part-A of
Section-VI | (To be filled as per 5.0.0 A indicated
above) |
| 2 | Name, Address, Tel. No. of the Subsidiary
meeting the requirement of QSCRM as per
clause no. 4.23.1 of the Sub-section-IA, Part-
A of Section-VI | |
| 3 | Name, address & Telephone No. of subsidiary
company owning the technology for SCR
system | |

We are attaching the necessary documentary evidence as Annexure..... of this Attachment establishing the relationship with our above subsidiaries.

We are attaching the necessary documentary evidence as Annexure..... of this Attachment establishing the relationship between M/s.....(QSCRM) with above subsidiaries.

We are submitting board resolution of holding company as QSCRM stating that in case of any likely change of management control of any of holding company's subsidiaries lending strength / experience to the Holding Company for meeting the requirements of clause 4.23.1 of the Sub-section-IA, Part-A of Section-VI.

We are attaching required DJU as per note A) (4) (iii) to clause no. 4.23 of the Sub-section-IA, Part-A of Section-VI.

Note for clause no. 5.0.0, 6.0.0 & 7.0.0:

1. Wherever the term 'Coal Fired' is appearing above, "Coal" shall be deemed to also include bituminous Coal/Brown Coal/lignite.
2. The bidder/its sub-vendor(s) are required to meet the provenness criteria and/or qualification requirement for the items/ services listed below as per the stipulated criteria indicated in the respective clauses. For the purpose of qualification of Bidders / Sub-vendor(s), experience shall be reckoned as on the date of consideration for approval but not later than six months after award date of EPC package unless otherwise specified in the respective clauses.
3. The technology transfer agreement shall necessarily cover transfer of technological know-how for SCR System in the form of complete transfer of design dossier, design software's, drawings and documentation, quality system manuals and imparting relevant personnel training to the Indian Manufacturing Company.

Signature of authorized signatory.....

FORM No. SCR-A1

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
ALONGWITH *STEAM GENERATOR MANUFACTURER/ *INDIAN JV COMPANY OF
STEAM GENERATOR MANUFACTURER/ *SUBSIDIARY COMPANY OF STEAM
GENERATOR MANUFACTURER AS PER CLAUSE *4.23.2a(i)/ *4.23.2a(ii)/ *4.23.2a(iii)
OF SUB-SECTION-IA, PART A, SECTION VI AND COLLABORATOR AS PER CLAUSE
4.23.2b)OF SUB-SECTION-IA, PART A, SECTION VI**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY CONTRACTOR *AND *HIS SUB-
VENDOR MEETING THE REQUIREMENTS SPECIFIED AT CLAUSE NO. *4.23.2a(i)/
*4.23.2a(ii)/ *4.23.2a(iii) OF SUB-SECTION-IA, PART A, SECTION VI ALONGWITH THE
COLLABORATOR(SELECTIVE CATALYTIC REDUCTION (SCR) SYSTEM
MANUFACTURER/ SUPPLIER (QSCRM) MEETING THE REQUIREMENTS AS PER
CLAUSE 4.23.1 OF SUB-SECTION-IA, PART A, SECTION VI ON HIS OWN) FOR
SUCCESSFUL PERFORMANCE OF SELECTIVE CATALYTIC REDUCTION (SCR)
SYSTEM, IN WHICH THE COLLABORATOR AND THE CONTRACTOR *AND *HIS SUB-
VENDOR ARE JOINTLY AND SEVERALLY LIABLE TO THE EMPLOYER TO PERFORM
ALL THE CONTRACTUAL OBLIGATIONS INCLUDING THE TECHNICAL GUARANTEES
FOR COMPLETE SELECTIVE CATALYTIC REDUCTION (SCR) SYSTEM.**

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

AND

*M/sa Company incorporated underhaving its
Registered Office at(hereinafter called the "SUB-VENDOR", which
expression shall include its successors, administrators, executors and permitted assigns) who
meets the required experience as per Clause 4.23.2 a)(i) or 4.23.2 a)(ii) or 4.23.2 a)(iii) of
Sub-Section-IA, Part A, Section VI of bidding documents.

AND

M/sa Company registered under thehaving its Registered
Office at(hereinafter called the "Collaborator", which expression shall include its
successors, administrators, executors and permitted assigns), who meets the required
experience as per Clause 4.23.1 of Sub-Section-IA, Part A, Section VI of bidding documents.

in favour of Patratu Vidyut Utpadan Nigam Ltd., a Subsidiary of NTPC Ltd in Joint Venture
with Jharkhand Bijli Vitran Nigam Ltd, having its Registered Office at NTPC Bhawan, Core-7,
Scope Complex, 7, Institutional Area, Lodi Road, New Delhi-110003 INDIA (hereinafter called
"PVUNL" 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

Signature of authorized signatory.....

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 4.23.2 c) of Sub-Section-IA, Part A, Section VI of bidding documents, it has been specified that bidder/his sub-vendor who meets the required experience as per clause 4.23.2 a)(i) or 4.23.2 a)(ii) or 4.23.2 a)(iii) of Sub-Section-IA, Part A, Section VI shall Collaborate and have Technology Transfer agreement with a Selective Catalytic Reduction (SCR) System Manufacturer/ Supplier who meets the requirements of Clause 4.23.1 of Sub-Section-IA, Part A, Section VI on his own. In such case Contractor/ *his sub-vendor shall furnish a Deed of Joint Undertaking as per the requirement of clause no. 4.23.2(c) of Sub-Section-IA, Part A, Section VI.

WHEREAS M/s (Contractor) has submitted its proposal in response to the aforesaid Invitation for Bid by the Employer bearing No. dated for the **EPC Package for Patratu STPS Expansion Phase-I (3x800MW)** against the Employer's Bidding Documents.

AND WHEREAS M/s (*Contractor/*his sub-vendor) is a *Steam Generator Manufacturer/ *Indian Joint Venture (JV) Company/ * Subsidiary Company of a Steam Generator Company and meets the requirement specified at clause no. *4.23.2a)(i) *or *4.23.2a)(ii) *or *4.23.2a)(iii) of Sub-Section-IA, Part A, Section VI and for executing the contract desire to collaborate with M/s (hereinafter referred to as Collaborator) who is a manufacturer of Selective Catalytic Reduction (SCR) System and meets the requirements as specified in clause no.4.23.1 of Sub-Section-IA, Part A, Section VI on its own, under an ongoing Collaboration and Technology Transfer Agreement, valid minimum up to the end of the defect liability period of the contract. The Contractor, his sub-vendor (if applicable) and the Collaborator are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for successful performance of the Selective Catalytic Reduction (SCR) System and be jointly and severally liable to perform all contractual obligations for the Selective Catalytic Reduction (SCR) System for the **EPC Package for Patratu STPS Expansion Phase-I (3x800MW)** fully meeting the stipulated technical requirements, guaranteed parameters and characteristics for the Selective Catalytic Reduction (SCR) System 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 Collaborator and the Contractor *and *his Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of the complete Selective Catalytic Reduction (SCR) System and all the contractual obligations including the technical guarantees for the complete Selective Catalytic Reduction (SCR) System.
2. In case of any breach of the Contract committed by the Contractor *and *his Sub-Vendor, we the Collaborator do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Selective Catalytic Reduction (SCR) System and undertake to carry out all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations stipulated under the Contract. Further, if the Employer sustains any loss or damage on account of any breach of the Contract for the Selective Catalytic Reduction (SCR) System, we the Collaborator and Contractor *and *his Sub-Vendor jointly and severally undertake to promptly indemnify and pay such

Signature of authorized signatory.....

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 Contractor/ *his Sub-Vendor before proceeding against the Collaborator nor any extension of time or any relaxation given by the Employer to the Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Contractor.

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 Collaborator/Technology Licensor shall be fully responsible for complete engineering, preparation of all designs, design calculations, design documents / drawings and manufacturing drawings for the Selective Catalytic Reduction (SCR) System; preparation of all P&IDs & process flow diagrams; Selection of auxiliaries including catalyst, Ammonia handling and storage system and interfacing/ integrating SCR system with its auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of SCR system meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract for Selective Catalytic Reduction (SCR) System.
 - (b) We, the Collaborator/Technology Licensor shall be specifically responsible for the following:
 - (i) Complete design of SCR system including selection/ design of material, catalyst; complete mass flow balance as well as design of structural/ supporting system including selection of material & accessories etc.
 - (ii) Selection of auxiliaries for SCR System including preparation of purchase specification for critical auxiliaries including catalyst, Ammonia handling & storage system and gas sampling system.
 - (iii) Design of controls, protections and interlocks for all the auxiliaries for SCR System including Catalyst for their safe and reliable operation as integral units with other equipments of the Main Plant.
 - (iv) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system including all civil inputs for foundation design, site construction, structural work etc. for SCR System and for their proper interfacing and integration.
 - (v) Provide manufacturing/fabrication drawings for SCR system.

Further, we, the Collaborator/ Technology Licensor shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Contractor's/Sub-vendor's works and/ or at Employer's project site. Without prejudice to the overall responsibilities of the Collaborator/Technology Licensor for successful commissioning and performance of Selective Catalytic Reduction (SCR) System, the Collaborator/Technology Licensor shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's project site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.

Signature of authorized signatory.....

- (c) We, the Collaborator/Technology Licensor will be fully responsible for the quality of manufacture of all equipments/ main assemblies/ components for incorporation in the Selective Catalytic Reduction (SCR) System.

For the items to be manufactured by the contractor at his/or his vendor's works as per the Collaborator/Technology Licensor design & manufacturing drawings released by us, the Collaborator shall ensure completeness and correctness of the design, data, document and information in every detail provided to the Contractor which would result in the same quality of equipment as if manufactured at Collaborator/Technology Licensor or its Sub-vendor's works and shall meet Collaborator/Technology Licensor acceptance.

- (d) We the Collaborator shall be fully responsible for complete design, manufacture, supply, installation so as to ensure satisfactory, reliable, safe and trouble free performance of Selective Catalytic Reduction (SCR) System.

Further, the Collaborator shall depute their technical experts from time to time to the Contractor's/*his sub-vendor's /Employer's project site as required by the Employer and agreed to by Contractor *and *his Sub-Vendor/Collaborator to facilitate the successful performance of the Selective Catalytic Reduction (SCR) System as stipulated in the aforesaid Contract.

Further, the Collaborator shall ensure proper design, manufacture, installation, testing and successful performance of the Selective Catalytic Reduction (SCR) System under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Collaborator shall advise the Contractor/ *his Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (e) In the event the Collaborator and the Contractor *and *his Sub-Vendor fail to demonstrate that the Selective Catalytic Reduction (SCR) System meets the guaranteed parameters and demonstration parameters as specified in the contract, the Collaborator and the Contractor and *and *his Sub-Vendor 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.
- (f) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the Selective Catalytic Reduction (SCR) 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 Contractor *and *his Sub-Vendor and Collaborator.

4. We, the Contractor *and *his Sub-Vendor and the Collaborator 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

Signature of authorized signatory.....

Contractor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.

5. The Contractor *and *his Sub-Vendor and Collaborator 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 furnished by the Contractor, the Collaborator *and *Contractor's Sub-Vendor 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 24 Million (Indian Rupees TwentyFour 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 Collaborator and the Contractor *and *his Sub-Vendor 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, the Collaborator and the Contractor *and *his Sub-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

(Contractor)

.....

(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
(Collaborator)

.....
(Signature Name)

.....
(Signature of the Authorised Representative)

.....
(Official Address)

Name
Designation

Common Seal of the Company

1. WITNESS

For M/s
(*Contractor's Sub-vendor)

.....
(Signature Name)

.....
(Signature of the Authorised Representative)

.....
(Official Address)

Name
Designation

Signature of authorized signatory.....

Common Seal of the Company

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

* Strike out, whichever is not applicable.

Signature of authorized signatory.....

FORM No. SCR-A2

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
ALONGWITH ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC)
ORGANIZATION AS PER CLAUSE 4.23.3 a) OF SUB-SECTION-IA, PART A, SECTION VI
AND COLLABORATOR AS PER CLAUSE 4.23.3b) OF SUB-SECTION-IA, PART A,
SECTION VI**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY CONTRACTOR *AND *HIS SUB-VENDOR MEETING THE REQUIREMENTS SPECIFIED AT CLAUSE NO. 4.23.3a) OF SUB-SECTION-IA, PART A, SECTION VI ALONGWITH THE COLLABORATOR (SELECTIVE CATALYTIC REDUCTION (SCR) SYSTEM MANUFACTURER/ SUPPLIER (QSCRM) MEETING THE REQUIREMENTS AS PER CLAUSE 4.23.1 OF SUB-SECTION-IA, PART A, SECTION VI ON HIS OWN) FOR SUCCESSFUL PERFORMANCE OF SELECTIVE CATALYTIC REDUCTION (SCR) SYSTEM, IN WHICH THE COLLABORATOR AND THE CONTRACTOR *AND *HIS SUB-VENDOR ARE JOINTLY AND SEVERALLY LIABLE TO THE EMPLOYER TO PERFORM ALL THE CONTRACTUAL OBLIGATIONS INCLUDING THE TECHNICAL GUARANTEES FOR COMPLETE SELECTIVE CATALYTIC REDUCTION (SCR) SYSTEM.

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

AND

*M/san Engineering, Procurement and Construction (EPC) organization Company incorporated underhaving its Registered Office at(hereinafter called the "SUB-VENDOR", which expression shall include its successors, administrators, executors and permitted assigns) who meets the required experience as per Clause 4.23.3 a) of Sub-Section-IA, Part A, Section VI of bidding documents.

AND

M/sa Company registered under thehaving its Registered Office at(hereinafter called the "Collaborator", which expression shall include its successors, administrators, executors and permitted assigns), who meets the required experience as per Clause 4.23.1 of Sub-Section-IA, Part A, Section VI of bidding documents.

in favour of Patratu Vidyut Utpadan Nigam Ltd., a Subsidiary of NTPC Ltd in Joint Venture with Jharkhand Bijli Vitran Nigam Ltd, having its Registered Office at NTPC Bhawan, Core-7, Scope Complex, 7, Institutional Area, Lodi Road, New Delhi-110003 INDIA (hereinafter called "PVUNL" 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

Signature of authorized signatory.....

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 4.23.3 c) of Sub-Section-IA, Part A, Section VI of bidding documents, it has been specified that bidder/his sub-vendor who meets the required experience as per clause 4.23.3a) of Sub-Section-IA, Part A, Section VI shall Collaborate and have Technology Transfer agreement with a Selective Catalytic Reduction (SCR) System Manufacturer/ Supplier who meets the requirements of Clause 4.23.1 of Sub-Section-IA, Part A, Section VI on his own. In such case Contractor/ *his sub-vendor shall either source the Selective Catalytic Reduction (SCR) System from such Collaborator or Manufacture/ get manufacture the Selective Catalytic Reduction (SCR) System as per the design & manufacturing drawings released by such Collaborator under an ongoing Collaboration and Technology Transfer Agreement and furnish a Deed of Joint Undertaking as per the requirement of clause no. 4.23.3(c) of Sub-Section-IA, Part A, Section VI.

WHEREAS M/s (Contractor) has submitted its proposal in response to the aforesaid Invitation for Bid by the Employer bearing No. dated for the **EPC Package for Patratu STPS Expansion Phase-I (3x800MW)** against the Employer's Bidding Documents.

AND WHEREAS M/s (*Contractor/*his sub-vendor) is an Engineering, Procurement and Construction (EPC) company and meets the requirement specified at clause no. 4.23.3a) of Sub-Section-IA, Part A, Section VI and for executing the contract desire to collaborate with M/s (hereinafter referred to as Collaborator) who is a manufacturer of Selective Catalytic Reduction (SCR) System and meets the requirements as specified in clause no.4.23.1 of Sub-Section-IA, Part A, Section VI on its own, for *sourcing the Selective Catalytic Reduction (SCR) System from the above Collaborator or *Manufacturing the Selective Catalytic Reduction (SCR) System as per the design and manufacturing drawings released by above Collaborator under an ongoing Collaboration and Technology Transfer Agreement, valid minimum up to the end of the defect liability period of the contract. The Contractor, his sub-vendor (if applicable) and the Collaborator are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound upto the Employer for successful performance of the Selective Catalytic Reduction (SCR) System and be jointly and severally liable to perform all contractual obligations for the Selective Catalytic Reduction (SCR) System for the **EPC Package for Patratu STPS Expansion Phase-I (3x800MW)** fully meeting the stipulated technical requirements, guaranteed parameters and characteristics for the Selective Catalytic Reduction (SCR) System 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 Collaborator and the Contractor *and *his Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of the complete Selective Catalytic Reduction (SCR) System and all the contractual obligations including the technical guarantees for the complete Selective Catalytic Reduction (SCR) System.
2. In case of any breach of the Contract committed by the Contractor *and *his Sub-Vendor, we the Collaborator do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Selective Catalytic Reduction (SCR) System and undertake to carry out all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the

Signature of authorized signatory.....

Contractor'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 Selective Catalytic Reduction (SCR) System, we the Collaborator and Contractor *and *his Sub-Vendor 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 Contractor/ *his Sub-Vendor before proceeding against the Collaborator nor any extension of time or any relaxation given by the Employer to the Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Contractor.

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 Collaborator/Technology Licensor shall be fully responsible for complete engineering, preparation of all designs, design calculations, design documents / drawings and manufacturing drawings for the Selective Catalytic Reduction (SCR) System; preparation of all P&IDs & process flow diagrams; Selection of auxiliaries including catalyst, Ammonia handling and storage system and interfacing/ integrating SCR system with its auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of SCR system meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract for Selective Catalytic Reduction (SCR) System.
 - (b) We, the Collaborator/Technology Licensor shall be specifically responsible for the following:
 - (i) Complete design of SCR system including selection/ design of material, catalyst; complete mass flow balance as well as design of structural/ supporting system including selection of material & accessories etc.
 - (ii) Selection of auxiliaries for SCR System including preparation of purchase specification for critical auxiliaries including catalyst, Ammonia handling & storage system and gas sampling system.
 - (iii) Design of controls, protections and interlocks for all the auxiliaries for SCR System including Catalyst for their safe and reliable operation as integral units with other equipments of the Main Plant.
 - (iv) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system including all civil inputs for foundation design, site construction, structural work etc. for SCR System and for their proper interfacing and integration.
 - (v) Provide manufacturing/fabrication drawings for SCR system.

Further, we, the Collaborator/ Technology Licensor shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Contractor's/Sub-vendor's works and/ or at Employer's project site. Without prejudice to the overall responsibilities of the Collaborator/Technology Licensor for successful commissioning and performance of Selective Catalytic Reduction (SCR) System, the Collaborator/Technology Licensor shall depute its technical experts from time

Signature of authorized signatory.....

to time to the Contractor's/ Sub-vendor's works/ Employer's project site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.

- (c) We, the Collaborator/Technology Licensor will be fully responsible for the quality of manufacture of all equipments/ main assemblies/ components for incorporation in the Selective Catalytic Reduction (SCR) System.

For the items to be manufactured by the contractor at his/or his vendor's works as per the Collaborator/Technology Licensor design & manufacturing drawings released by us, the Collaborator shall ensure completeness and correctness of the design, data, document and information in every detail provided to the Contractor which would result in the same quality of equipment as if manufactured at Collaborator/Technology Licensor or its Sub-vendor's works and shall meet Collaborator/Technology Licensor acceptance.

- (d) We the Collaborator shall be fully responsible for complete design, manufacture, supply, installation so as to ensure satisfactory, reliable, safe and trouble free performance of Selective Catalytic Reduction (SCR) System.

Further, the Collaborator shall depute their technical experts from time to time to the Contractor's/*his sub-vendor's /Employer's project site as required by the Employer and agreed to by Contractor *and *his Sub-Vendor/Collaborator to facilitate the successful performance of the Selective Catalytic Reduction (SCR) System as stipulated in the aforesaid Contract.

Further, the Collaborator shall ensure proper design, manufacture, installation, testing and successful performance of the Selective Catalytic Reduction (SCR) System under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Collaborator shall advise the Contractor/ *his Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (e) In the event the Collaborator and the Contractor *and *his Sub-Vendor fail to demonstrate that the Selective Catalytic Reduction (SCR) System meets the guaranteed parameters and demonstration parameters as specified in the contract, the Collaborator and the Contractor and *and *his Sub-Vendor 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.
- (f) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the Selective Catalytic Reduction (SCR) 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 Contractor *and *his Sub-Vendor and Collaborator.

- 4. We, the Contractor *and *his Sub-Vendor and the Collaborator 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

Signature of authorized signatory.....

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 Contractor *and *his Sub-Vendor and Collaborator 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 furnished by the Contractor, the Collaborator *and *Contractor's Sub-Vendor 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 24 Million (Indian Rupees Twenty Four 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 Collaborator and the Contractor *and *his Sub-Vendor 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, the Collaborator and the Contractor *and *his Sub-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

(Contractor)

Signature of authorized signatory.....

.....

(Signature Name)

.....

(Signature of the Authorised Representative)

.....

Name

(Official Address)

Designation

Common Seal of the Company

1. WITNESS

For M/s

(Collaborator)

.....

(Signature Name)

.....

(Signature of the Authorised Representative)

.....

Name

(Official Address)

Designation

Common Seal of the Company

1. WITNESS

For M/s

(*Contractor's Sub-vendor)

.....

(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.

* Strike out, whichever is not applicable.

Signature of authorized signatory.....

FORM No. SCR-A3

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
ALONGWITH HOLDING COMPANY AS PER NOTES a) (4) (II) TO CLAUSE 4.23.1, 4.23.2
AND 4.23.3 OF SUB-SECTION-IA, PART A, SECTION VI**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR,
THE QUALIFIED SELECTIVE CATALYTIC REDUCTION (SCR) SYSTEM
MANUFACTURER/ SUPPLIER (QSCRM) (HOLDING COMPANY WHO ALONGWITH ITS
SUBSIDIARIES MEETS THE REQUIREMENT OF CLAUSE 4.23.1 OF SUB-SECTION-IA,
PART-A, SECTION-VI.**

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

AND

*M/sa Company incorporated underhaving its Registered Office at(hereinafter called the "SUB-VENDOR", which expression shall include its successors, administrators, executors and permitted assigns) who meets the required experience as per Clause 4.23.2 of Sub-Section-IA, Part A, Section VI of bidding documents.

AND

M/sa Company registered under thehaving its Registered Office at(hereinafter called the "COLLABORATOR/ HOLDING COMPANY", which expression shall include its successors, administrators, executors and permitted assigns), who meets the required experience as per Clause 4.23.1 of Sub-Section-IA, Part A, Section VI of bidding documents.

in favour of Patratu Vidyut Utpadan Nigam Ltd., a Subsidiary of NTPC Ltd in Joint Venture with Jharkhand Bijli Vitran Nigam Ltd, having its Registered Office at NTPC Bhawan, Core-7, Scope Complex, 7, Institutional Area, Lodi Road, New Delhi-110003 INDIA (hereinafter called "PVUNL" 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 A) Note to clause 4.23.1, 4.23.2 & 4.23.3, (4) of Sub-Section-IA, Part A, Section VI of bidding documents, it has been specified that bidder/ his sub-vendor who meets the required experience as per clause 4.23.2 of Sub-Section-IA, Part A, Section VI shall Associate/ Collaborate with a Holding Company who meets the requirements of Clause 4.23.1 of Sub-Section-IA, Part A, Section VI alongwith its Subsidiary company(ies). In such case

Signature of authorized signatory.....

Contractor/ *his sub-vendor shall furnish a Deed of Joint Undertaking as per the requirement of A) Note to clause 4.23.1, 4.23.2 & 4.23.3, (4) (ii) of Sub-Section-IA, Part A, Section VI of bidding documents.

WHEREAS M/s (Contractor) has submitted its proposal in response to the aforesaid Invitation for Bid by the Employer bearing No. dated for the **EPC Package for Patratu STPS Expansion Phase-I (3x800MW)** against the Employer's Bidding Documents.

AND WHEREAS M/s (*Contractor/*his sub-vendor) meets the requirement specified at clause no. 4.23.2 of Sub-Section-IA, Part A, Section VI and for executing the contract desire to associate/ collaborate with M/s (hereinafter referred to as Collaborator) who is a Holding Company and meets the requirements as specified in clause no.4.23.1 of Sub-Section-IA, Part A, Section VI alongwith its Subsidiary company(ies). The Contractor, his sub-vendor (if applicable) and the Collaborator are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for successful performance of the Selective Catalytic Reduction (SCR) System and be jointly and severally liable to perform all contractual obligations for the Selective Catalytic Reduction (SCR) System for the **EPC Package for Patratu STPS Expansion Phase-I (3x800MW)** fully meeting the stipulated technical requirements, guaranteed parameters and characteristics for the Selective Catalytic Reduction (SCR) System 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 Collaborator and the Contractor *and *his Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of the complete Selective Catalytic Reduction (SCR) System and all the contractual obligations including the technical guarantees for the complete Selective Catalytic Reduction (SCR) System.
2. In case of any breach of the Contract committed by the Contractor *and *his Sub-Vendor, we the Collaborator do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Selective Catalytic Reduction (SCR) System and undertake to carry out all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations stipulated under the Contract. Further, if the Employer sustains any loss or damage on account of any breach of the Contract for the Selective Catalytic Reduction (SCR) System, we the Collaborator and Contractor *and *his Sub-Vendor 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 Contractor/ *his Sub-Vendor before proceeding against the Collaborator nor any extension of time or any relaxation given by the Employer to the Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Contractor.
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:

Signature of authorized signatory.....

- (a) We, the Collaborator/Technology Licensor shall be fully responsible for complete engineering, preparation of all designs, design calculations, design documents / drawings and manufacturing drawings for the Selective Catalytic Reduction (SCR) System; preparation of all P&IDs & process flow diagrams; Selection of auxiliaries including catalyst, Ammonia handling and storage system and interfacing/ integrating SCR system with its auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of SCR system meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract for Selective Catalytic Reduction (SCR) System.
- (b) We, the Collaborator/Technology Licensor shall be specifically responsible for the following:
- (i) Complete design of SCR system including selection/ design of material, catalyst; complete mass flow balance as well as design of structural/ supporting system including selection of material & accessories etc.
 - (ii) Selection of auxiliaries for SCR System including preparation of purchase specification for critical auxiliaries including catalyst, Ammonia handling & storage system and gas sampling system.
 - (iii) Design of controls, protections and interlocks for all the auxiliaries for SCR System including Catalyst for their safe and reliable operation as integral units with other equipments of the Main Plant.
 - (iv) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system including all civil inputs for foundation design, site construction, structural work etc. for SCR System and for their proper interfacing and integration.
 - (v) Provide manufacturing/fabrication drawings for SCR system.

Further, we, the Collaborator/ Technology Licensor shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Contractor's/Sub-vendor's works and/ or at Employer's project site. Without prejudice to the overall responsibilities of the Collaborator/Technology Licensor for successful commissioning and performance of Selective Catalytic Reduction (SCR) System, the Collaborator/Technology Licensor shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's project site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.

- (c) We, the Collaborator/Technology Licensor will be fully responsible for the quality of manufacture of all equipments/ main assemblies/ components for incorporation in the Selective Catalytic Reduction (SCR) System.

For the items to be manufactured by the contractor at his/or his vendor's works as per the Collaborator/Technology Licensor design & manufacturing drawings released by us, the Collaborator shall ensure completeness and correctness of the design, data, document and information in every detail provided to the Contractor which would result in the same quality of equipment as if manufactured at Collaborator/Technology Licensor or its Sub-vendor's works and shall meet Collaborator/Technology Licensor acceptance.

Signature of authorized signatory.....

- (d) We the Collaborator shall be fully responsible for complete design, manufacture, supply, installation so as to ensure satisfactory, reliable, safe and trouble free performance of Selective Catalytic Reduction (SCR) System.

Further, the Collaborator shall depute their technical experts from time to time to the Contractor's/*his sub-vendor's /Employer's project site as required by the Employer and agreed to by Contractor *and *his Sub-Vendor/Collaborator to facilitate the successful performance of the Selective Catalytic Reduction (SCR) System as stipulated in the aforesaid Contract.

Further, the Collaborator shall ensure proper design, manufacture, installation, testing and successful performance of the Selective Catalytic Reduction (SCR) System under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Collaborator shall advise the Contractor/ *his Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (e) In the event the Collaborator and the Contractor *and *his Sub-Vendor fail to demonstrate that the Selective Catalytic Reduction (SCR) System meets the guaranteed parameters and demonstration parameters as specified in the contract, the Collaborator and the Contractor and *and *his Sub-Vendor 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.
- (f) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the Selective Catalytic Reduction (SCR) 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 Contractor *and *his Sub-Vendor and Collaborator.
4. We, the Contractor *and *his Sub-Vendor and the Collaborator 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 Contractor *and *his Sub-Vendor and Collaborator 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 furnished by the Contractor, the Collaborator *and *Contractor's Sub-Vendor shall each furnish 'as security' an on demand Performance Bank Guarantee in favour of

Signature of authorized signatory.....

the Employer as per provisions of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 24 Million (Indian Rupees Twenty Four 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 Collaborator and the Contractor *and *his Sub-Vendor 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, the Collaborator and the Contractor *and *his Sub-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
		(Contractor)
		
	(Signature Name)	.....
		(Signature of the Authorised Representative)
	.....	Name
	(Official Address)	Designation
		Common Seal of the Company
		Signature of authorized signatory.....

1. WITNESS For M/s
 (Collaborator/ Holding Company)

 (Signature Name)
 (Signature of the Authorised Representative)
 Name
 (Official Address) Designation
 Common Seal of the Company

1. WITNESS For M/s
 (*Contractor's Sub-vendor)

 (Signature Name)
 (Signature of the Authorised Representative)
 Name
 (Official Address) Designation
 Common Seal of the Company

Note :

1. However, in case the Holding Company anticipates change of management control of any of its subsidiaries lending strength/ experience for fulfillment of requirement of clause 4.23.1 of Sub-Section-IA, Part-A, Section-VI, the Holding Company shall arrange for signing of DJU and bank guarantees from all such subsidiaries lending strength / experience to the Holding

Signature of authorized signatory.....

Company for fulfillment of requirement of clause 4.23.1 of Sub-Section-IA, Part-A, Section-VI, before the change in management control actually occurs.

2. Power of Attorney of the persons signing the said Deed of Joint Undertaking is to be furnished.
3. * Strike out, whichever is not applicable.

Signature of authorized signatory.....

FORM No. SCR-A4

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
ALONGWITH HOLDING COMPANY AS PER NOTES a) (4) (II) TO CLAUSE 4.23.1, 4.23.2
AND 4.23.3 OF SUB-SECTION-IA, PART A, SECTION VI**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR,
THE QUALIFIED SELECTIVE CATALYTIC REDUCTION (SCR) SYSTEM
MANUFACTURER/ SUPPLIER (QSCRM) (HOLDING COMPANY WHO ALONGWITH ITS
SUBSIDIARIES MEETS THE REQUIREMENT OF CLAUSE 4.23.1 OF SUB-SECTION-IA,
PART-A, SECTION-VI.**

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

AND

*M/sa Company incorporated underhaving its Registered Office at(hereinafter called the "SUB-VENDOR", which expression shall include its successors, administrators, executors and permitted assigns) who meets the required experience as per Clause 4.23.3 of Sub-Section-IA, Part A, Section VI of bidding documents.

AND

M/sa Company registered under thehaving its Registered Office at(hereinafter called the "COLLABORATOR/ HOLDING COMPANY", which expression shall include its successors, administrators, executors and permitted assigns), who meets the required experience as per Clause 4.23.1 of Sub-Section-IA, Part A, Section VI of bidding documents.

in favour of Patratu Vidyut Utpadan Nigam Ltd., a Subsidiary of NTPC Ltd in Joint Venture with Jharkhand Bijli Vitran Nigam Ltd, having its Registered Office at NTPC Bhawan, Core-7, Scope Complex, 7, Institutional Area, Lodi Road, New Delhi-110003 INDIA (hereinafter called "PVUNL" 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 A) Note to clause 4.23.1, 4.23.2 & 4.23.3, (4) of Sub-Section-IA, Part A, Section VI of bidding documents, it has been specified that bidder/ his sub-vendor who meets the required experience as per clause 4.23.3 of Sub-Section-IA, Part A, Section VI shall Associate/ Collaborate with a Holding Company who meets the requirements of Clause 4.23.1 of Sub-Section-IA, Part A, Section VI alongwith its Subsidiary company(ies). In such case

Signature of authorized signatory.....

Contractor/ *his sub-vendor shall either source the Selective Catalytic Reduction (SCR) System from such Collaborator or Manufacture/ get manufacture the Selective Catalytic Reduction (SCR) System as per the design & manufacturing drawings released by such Collaborator under an ongoing Collaboration and Technology Transfer Agreement and furnish a Deed of Joint Undertaking as per the requirement of A) Note to clause 4.23.1, 4.23.2 & 4.23.3, (4) (ii) of Sub-Section-IA, Part A, Section VI of bidding documents.

WHEREAS M/s (Contractor) has submitted its proposal in response to the aforesaid Invitation for Bid by the Employer bearing No. dated for the **EPC Package for Patratu STPS Expansion Phase-I (3x800MW)** against the Employer's Bidding Documents.

AND WHEREAS M/s (*Contractor/*his sub-vendor) meets the requirement specified at clause no. *4.23.3 of Sub-Section-IA, Part A, Section VI and for executing the contract desire to associate/ collaborate with M/s (hereinafter referred to as Collaborator) who is a Holding Company and meets the requirements as specified in clause no.4.23.1 of Sub-Section-IA, Part A, Section VI alongwith its Subsidiary company(ies). The Contractor, his sub-vendor (if applicable) and the Collaborator are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for successful performance of the Selective Catalytic Reduction (SCR) System and be jointly and severally liable to perform all contractual obligations for the Selective Catalytic Reduction (SCR) System for the **EPC Package for Patratu STPS Expansion Phase-I (3x800MW)** fully meeting the stipulated technical requirements, guaranteed parameters and characteristics for the Selective Catalytic Reduction (SCR) System 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 Collaborator and the Contractor *and *his Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of the complete Selective Catalytic Reduction (SCR) System and all the contractual obligations including the technical guarantees for the complete Selective Catalytic Reduction (SCR) System.
2. In case of any breach of the Contract committed by the Contractor *and *his Sub-Vendor, we the Collaborator do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Selective Catalytic Reduction (SCR) System and undertake to carry out all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations stipulated under the Contract. Further, if the Employer sustains any loss or damage on account of any breach of the Contract for the Selective Catalytic Reduction (SCR) System, we the Collaborator and Contractor *and *his Sub-Vendor 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 Contractor/ *his Sub-Vendor before proceeding against the Collaborator nor any extension of time or any relaxation given by the Employer to the Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Contractor.

Signature of authorized signatory.....

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 Collaborator/Technology Licensor shall be fully responsible for complete engineering, preparation of all designs, design calculations, design documents / drawings and manufacturing drawings for the Selective Catalytic Reduction (SCR) System; preparation of all P&IDs & process flow diagrams; Selection of auxiliaries including catalyst, Ammonia handling and storage system and interfacing/ integrating SCR system with its auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of SCR system meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract for Selective Catalytic Reduction (SCR) System.
- (b) We, the Collaborator/Technology Licensor shall be specifically responsible for the following:
 - (i) Complete design of SCR system including selection/ design of material, catalyst; complete mass flow balance as well as design of structural/ supporting system including selection of material & accessories etc.
 - (ii) Selection of auxiliaries for SCR System including preparation of purchase specification for critical auxiliaries including catalyst, Ammonia handling & storage system and gas sampling system.
 - (iii) Design of controls, protections and interlocks for all the auxiliaries for SCR System including Catalyst for their safe and reliable operation as integral units with other equipments of the Main Plant.
 - (iv) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system including all civil inputs for foundation design, site construction, structural work etc. for SCR System and for their proper interfacing and integration.
 - (v) Provide manufacturing/fabrication drawings for SCR system.

Further, we, the Collaborator/ Technology Licensor shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Contractor's/Sub-vendor's works and/ or at Employer's project site. Without prejudice to the overall responsibilities of the Collaborator/Technology Licensor for successful commissioning and performance of Selective Catalytic Reduction (SCR) System, the Collaborator/Technology Licensor shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's project site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.

- (c) We, the Collaborator/Technology Licensor will be fully responsible for the quality of manufacture of all equipments/ main assemblies/ components for incorporation in the Selective Catalytic Reduction (SCR) System.

For the items to be manufactured by the contractor at his/or his vendor's works as per the Collaborator/Technology Licensor design & manufacturing drawings released by us, the Collaborator shall ensure completeness and correctness of the design, data, document and information in every detail provided to the Contractor which would result in the same quality of equipment as if

Signature of authorized signatory.....

manufactured at Collaborator/Technology Licenser or its Sub-vendor's works and shall meet Collaborator/Technology Licenser acceptance.

- (d) We the Collaborator shall be fully responsible for complete design, manufacture, supply, installation so as to ensure satisfactory, reliable, safe and trouble free performance of Selective Catalytic Reduction (SCR) System.

Further, the Collaborator shall depute their technical experts from time to time to the Contractor's/*his sub-vendor's /Employer's project site as required by the Employer and agreed to by Contractor *and *his Sub-Vendor/Collaborator to facilitate the successful performance of the Selective Catalytic Reduction (SCR) System as stipulated in the aforesaid Contract.

Further, the Collaborator shall ensure proper design, manufacture, installation, testing and successful performance of the Selective Catalytic Reduction (SCR) System under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Collaborator shall advise the Contractor/ *his Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (e) In the event the Collaborator and the Contractor *and *his Sub-Vendor fail to demonstrate that the Selective Catalytic Reduction (SCR) System meets the guaranteed parameters and demonstration parameters as specified in the contract, the Collaborator and the Contractor and *and *his Sub-Vendor 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.

- (f) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the Selective Catalytic Reduction (SCR) 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 Contractor *and *his Sub-Vendor and Collaborator.

4. We, the Contractor *and *his Sub-Vendor and the Collaborator 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 Contractor *and *his Sub-Vendor and Collaborator 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.

Signature of authorized signatory.....

6. In case of Award, in addition to the Contract Performance Security furnished by the Contractor, the Collaborator *and *Contractor's Sub-Vendor 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 24 Million (Indian Rupees Twenty Four 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 Collaborator and the Contractor *and *his Sub-Vendor 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, the Collaborator and the Contractor *and *his Sub-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
	(Contractor)
.....	
(Signature Name)	.....
	(Signature of the Authorised Representative)
.....	Name
(Official Address)	Designation

Common Seal of the Company

Signature of authorized signatory.....

1.	WITNESS	For M/s
		(Collaborator/ Holding Company)
		
	(Signature Name)	.....
		(Signature of the Authorised Representative)
	.....	Name
	(Official Address)	Designation
		Common Seal of the Company

1.	WITNESS	For M/s
		(*Contractor's Sub-vendor)
		
	(Signature Name)	.....
		(Signature of the Authorised Representative)
	.....	Name
	(Official Address)	Designation
		Common Seal of the Company

Note :

1. However, in case the Holding Company anticipates change of management control of any of its subsidiaries lending strength/ experience for fulfillment of requirement of clause 4.23.1 of Sub-Section-IA, Part-A, Section-

Signature of authorized signatory.....

VI, the Holding Company shall arrange for signing of DJU and bank guarantees from all such subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of clause 4.23.1 of Sub-Section-IA, Part-A, Section-VI, before the change in management control actually occurs.

2. Power of Attorney of the persons signing the said Deed of Joint Undertaking is to be furnished.
3. * Strike out, whichever is not applicable.

Signature of authorized signatory.....

7.0.0 Wet Limestone based Flue Gas Desulphurisation System

(A) FOR BIDDER/HIS SUBVENDOR SEEKING QUALIFICATIONS AS PER CLAUSE 4.25.1 OF THE SUB-SECTION-IA, PART-A OF SECTION-VI.

- 10 *We/*Proposed sub-vendor, M/s.....,(Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer), are seeking Qualification as per clause 4.25.1 [As Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer] of sub-section-IA, Part-A of section-VI and to satisfy this requirement, we declare the following :

We confirm that *we/*proposed sub-vendor have executed Wet Limestone based Flue Gas Desulphurisation Systems involving design, engineering, supply, *erection/*supervision of erection and *commissioning / *Supervision of Commissioning having flue gas treatment capacity of not less than 23,00,000 Nm³/hr, with desulphurisation efficiency of at least 90%, operating in pulverized coal fired power plant and which have been in successful operation for a period of not less than 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, the details of which are given below:

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
1.	Name, address, e-mail, Tel. No. and Fax No. of the Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer (QFGDM)	.....	
2.	Name and Designation of the responsible person in QFGDM	.....	
3.	Name of the reference station and its location	.....	.
4.	Name of the client/owner with full address, phone, fax & e-mail	.....	
5.	Flue gas treatment capacity (Nm ₃ /hr)	.....	
6.	Desulphurisation efficiency (%)	.....	.....

Signature of authorized signatory.....

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
7.	Date of commissioning of Wet Limestone based Flue Gas Desulphurisation Systems	.....	
	(a) date from which the system is in successful operation condition		
	(b) Duration of successful operation		
8.	Capacity of Unit (MW)	.....	
9.	Capacity of Plant (MW)	.....	
10.	Whether the unit is pulverised coal fired	*Yes/*No.....	
11.	(a) Name & Address of the Contractor (including Phone & Fax No.) on whom the order for executing the reference power station was placed by the Client/Owner of the reference plant.	.....	
	(b) In case the Bidder/sub-vendor is not the Contractor at Sl. No. 11a above, Name and address of the Organisation (including Phone & Fax No.) which placed order for reference plant system on the Bidder/Sub- vendor	.....	
12.	Whether Bidder's/sub-vendors scope of work ' includes		
	(i) Design	*Yes/No.....	
	(ii) Engineering	*Yes/No.....	
	(iii) Supply	*Yes/No.....	
	(iv) *Erection/ *Supervised Erection	*Yes/No.....	
	(v) *Commissioning/ *Supervised Commissioning	*Yes/No.....	

Signature of authorized signatory.....

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)

(**In case the QFGDM has acted as adviser for erection / commissioning of reference Wet Limestone based Flue Gas Desulphurisation System, we shall furnish necessary documents / certificate from client in support of such activity and enclose the same at Annexure... to this Attachment , pursuant to Note No. 2 for clause no. 4.25 of sub-section-IA, Part-A of section-VI.)

13. Following documents to be enclosed in support of meeting the QR as per the following categories defined above

- | | | |
|-------|---|--|
| (a) | Pulverised coal fired Power plant details | Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any document in public domain |
| (b) | Flue Gas Desulphurisation System details | Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any document in public domain |
| (c) | Scope of work | Letter of Award or Contract or P.O. |
| (d) | Performance details | Certificate/letter/E-Mail from End user |

14. *We confirm that M/s....., (*We/*Proposed sub-vendor) is / are seeking qualification as holding company (singularly or collectively) with its subsidiaries (held directly or indirectly) as per note No.4 for clause no. 4.25 of sub-section-IA, Part-A of section-VI. Further, the details of the subsidiaries meeting the QR are as follows :

15. Bidder and their subsidiary's(ies') Experience Details in respect of meeting requirement for QFGDM as per clause **4.25.1** of sub section-IA, Part-A of section-VI
- (To be filled at page _____ to _____ of this Attachment)

16. *Name, Address, email, Fax, Tel. No. of the Subsidiary(ies) meeting the QR for QFGDM as per clause **4.25.1** of sub-section-IA, Part-A of section-VI

*We have submitted the experience details in support of Qualifying Requirement at as per clause **4.25.1** of sub-section-IA, Part-A of section-VI above with reference to above subsidiary(ies). We are attaching the necessary documentary evidence as Annexure..... of this Attachment establishing the relationship between us and above subsidiaries.

Signature of authorized signatory.....

*We have submitted the experience details in support of Qualifying Requirement at as per clause 4.25.1 of sub-section-IA, Part-A of section-VI above with reference to above subsidiary(ies). We are attaching the necessary documentary evidence as Annexure..... of this Attachment establishing the relationship between M/s....., (Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer) and above subsidiaries.

We further confirm that notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder or Proposed sub-vendor /his collaborators/ associates/subsidiaries/group companies to perform the contract for the FGD System, should the circumstances warrant such assessment in the overall interest of the Employer.

Date	:	(Signature).....
Place	:	(Printed Name).....
		(Designation).....
		(Common Seal).....

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

**(B) FOR BIDDER/HIS SUBVENDOR SEEKING QUALIFICATIONS AS PER
CLAUSE 4.25.2 OF THE SUB-SECTION-IA, PART-A OF SECTION-VI.**

- 1.0 We confirm that *we/*Proposed sub-vendor meet the qualifying requirements specified under clause 4.25.2 of sub-section-IA, Part-A of section-VI (including requirements specified under sub clauses).
- 2.0 *We/*Proposed sub-vendor have executed Wet Limestone based Flue Gas Desulphurisation Systems involving design, engineering, supply, *erection/*supervision of erection and *commissioning / *Supervision of commissioning having flue gas treatment capacity of not less than 6,00,000 Nm³/hr, with desulphurisation efficiency of at least 85%, operating in pulverized coal fired power plant and which have been in successful operation for a period of not less than one (1) 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 which are given below:

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
1.	Name of the reference station and its location	.....	
2.	Name of the client/owner with full address, phone, fax & e-mail	.....	
3.	Flue gas treatment capacity (Nm ₃ /hr)	.....	
4.	Desulphurisation efficiency (%)	.....	
5.	Date of commissioning of Wet Limestone based Flue Gas Desulphurisation Systems	..... .....	
	(a) date from which the system is in successful operation condition	.....	
	(b) Duration of successful operation		

Signature of authorized signatory.....

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
6.	Capacity of Unit (MW)	.....	
7.	Capacity of Plant (MW)	.....	
8.	Whether the unit is pulverised coal fired	*Yes/*No.....	
9.	(a) Name & Address of the Contractor (including Phone & Fax No.) on whom the order for executing the reference power station was placed by the Client/Owner of the reference plant.	.....	
	(b) In case the Bidder is not the Contractor at Sl. No. 9a above, Name and address of the Organisation (including Phone & Fax No.) which placed order for reference plant system on the Bidder	.....	
10.	Whether Bidder's scope of work includes		
	(i) Design	*Yes/No.....	
	(ii) Engineering	*Yes/No.....	
	(iii) Supply	*Yes/No.....	
	(iv) *Erection / *Supervised Erection	*Yes/No.....	
	(v) *Commissioning / *Supervised Commissioning	*Yes/No.....	
(**In case the Bidder has acted as adviser for erection / commissioning of reference Wet Limestone based Flue Gas Desulphurisation System, Bidder shall furnish necessary documents / certificate from client in support of such activity and enclose the same at Annexure... to this Attachment, pursuant to Note No.2 for clause no. 4.25 of sub-section-IA, Part-A of section-VI.			

Signature of authorized signatory.....

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
11.	Following documents to be enclosed in support of meeting the QR as per the following categories defined above		
	(a) Pulverised coal fired Power plant details	Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any document in public domain	
	(b) Flue Gas Desulphurisation System details	Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any document in public domain	
	(c) Scope of work	Letter of Award or Contract or P.O.	
	(d) Performance details	Certificate/letter/E-Mail from End user	

***Strike out whichever is not applicable.**

We further confirm that notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/proposed sub-vendor/his collaborators/associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

- 3.0 In line with the qualifying requirements specified in clause 4.25.2 (b) & 4.25.2 (c) of sub-section-IA, Part-A of section-VI, *we/*proposed sub-vendor have valid Ongoing Collaboration & Technology Transfer Agreement with M/s..... **(Name of QFGDM)** whose address is **(Address of QFGDM)** (who meets the requirement of clause 4.25.1 of sub-section-IA, Part-A of section-VI and the technology transfer agreement between the with QFGDM necessarily covers transfer of technological knowhow for Wet Limestone based Flue Gas Desulphurisation System in the form of complete transfer of design dossier, design software's, drawings and documentation, quality system manuals and imparting relevant personnel training to the *Bidder/*Contractor/*its sub-vendor, the details of which are given below:

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
1.	Name, address, e-mail, Tel. No. and Fax No. of the Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer (QFGDM)	.....	
2.	Name and Designation of the responsible person in QFGDM	.....	
3.	Name of the reference station and its location	.....	
4.	Name of the client/owner with full address, phone, fax & e-mail	.....	
5.	Flue gas treatment capacity (Nm ₃ /hr)	.....	
6.	Desulphurisation efficiency (%)	.....	
7.	Date of commissioning of Wet Limestone based Flue Gas Desulphurisation Systems	.....	
	(a) date from which the system is in successful operation condition		
	(b) Duration of successful operation		
8.	Capacity of Unit (MW)	.....	
9.	Capacity of Plant (MW)	.....	
10.	Whether the unit is pulverised coal fired	*Yes/*No.....	

Signature of authorized signatory.....

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
11.	(a) Name & Address of the Contractor (including Phone & Fax No.) on whom the order for executing the reference power station was placed by the Client/Owner of the reference plant.	.....	.....
	(b) In case the QFGDM is not the Contractor at Sl.No.11a above, Name and address of the Organisation (including Phone & Fax No.) which placed order for reference plant system on the QFGDM	.....	
12.	Whether QFGDM's scope of work includes		
	(i) Design	*Yes/No.....	
	(ii) Engineering	*Yes/No.....	
	(iii) Supply	*Yes/No.....	
	(iv) *Erection/ * Supervised Erection	*Yes/No.....	
	(v) *Commissioning/ *Supervised Commissioning	*Yes/No.....	
	(**In case the QFGDM has acted as adviser for erection / commissioning of reference Wet Limestone based Flue Gas Desulpharisation System, Bidder shall furnish necessary documents / certificate from client in support of such activity and enclose the same at Annexure... to this Attachment, pursuant to Note No.2 for clause 4.25 of sub-section-IA, Part-A of section-VI.		
13.	Following documents to be enclosed in support of meeting the QR as per the following categories defined above		
	(a) Pulverised coal fired Power plant details	Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any document in public domain	

Signature of authorized signatory.....

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)

- | | | | |
|--|--|--|--|
| | (b) Flue Gas Desulphurisation System details | Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any document in public domain | |
| | (c) Scope of work | Letter of Award or Contract or P.O. | |
| | (d) Performance details | Certificate/letter/E-Mail from End user | |
14. *We confirm that M/s....., (QFGDM) is / are seeking qualification as holding company (singularly or collectively) with its subsidiaries (held directly or indirectly) as per note No.4 for clause 4.25 of sub-section-IA, Part-A of section-VI. Further, the details of the subsidiaries meeting the QR are as follows :
15. QFGDM and their subsidiary's(ies') Experience Details in respect of meeting requirement for QFGDM (as per clause 4.25.1 of sub-section-IA, Part-A of section-VI) (To be filled at page _____ to _____ of this Attachment)
16. *Name, Address, email, Fax, Tel. No. of the Subsidiary(ies) meeting the QR for QFGDM as per clause 4.25.1 of sub-section-IA, Part-A of section-VI

*We have submitted the experience details in support of Qualifying Requirement at clause 4.25.1 of sub-section-IA, Part-A of section-VI above with reference to above subsidiary(ies). We are attaching the necessary documentary evidence as Annexure..... of this Attachment establishing the relationship between our Associate and above subsidiaries.

*We have submitted the experience details in support of Qualifying Requirement at clause 4.25.1 of sub-section-IA, Part-A of section-VI above with reference to above subsidiary(ies). We are attaching the necessary documentary evidence as Annexure..... of this Attachment establishing the relationship between M/s....., (Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer) and above subsidiaries.

Deed of Joint Undertaking as per format enclosed at Annexure.....

We further confirm that notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/his collaborators/associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

Signature of authorized signatory.....

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

***Strike out whichever is not applicable.**

(C) FOR BIDDER/HIS SUBVENDOR SEEKING QUALIFICATIONS AS PER CLAUSE 4.25.3 (a)(i), (b) & (c) OF THE SUB-SECTION-IA, PART-A OF SECTION-VI.

- 10 We confirm that we meet the qualifying requirements specified as per clause 4.25.3 (a)(i) of sub-section-IA, Part-A of section-VI with clause 4.25.3 (b) & clause 4.25.3 (c) of sub-section-IA, Part-A of section-VI of sub-section-IA, Part-A of section-VI.
- 20 We have designed, engineered, manufacture, got manufactured *erection/*supervision of erection and *commissioning / *Supervision of commissioning of Pulverised Coal Fired Steam Generator for 200 MW unit or higher capacity Unit or having minimum 600T/hr Steams capacity, which have been in successful operation for a period of not less than one (1) reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder and in support of same, we furnish the details for the following systems:

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
1.	Name of the reference station and its location	.....	
2.	Name of the client/owner with full address, phone, fax & e-mail	.....	
3.	No. of Steam Generator	.....	
4.	Capacity in MW of Unit	.....	
5.	Capacity of Plant (MW)	.....	
6.	Steaming Capacity	.....	
7.	Scheduled date of completion	.....	
8.	Actual date of completion/ successful operation	.....	

Signature of authorized signatory.....

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
9.	Date of commencement of successful operation	.....	
10.	Whether unit is coal fired	*Yes/*No	
11.	Whether Bidder's/sub-vendor scope of work includes		
	(i) Design	*Yes/No.....	
	(ii) Engineering	*Yes/No.....	
	(iii) *Manufacturing/ *Got Manufactured	*Yes/No.....	
	(iv) *Erection/ *Supervised Erection	*Yes/No.....	
	(v) *Commissioning/ *Supervised Commissioning	*Yes/No.....	
12.	Whether the plant is in successful operation.	*Yes/No.....	

***Strike out whichever is not applicable.**

We further confirm that notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/his collaborators/associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

Date: (Signature).....
 (Printed Name).....
 Place: (Designation).....
 (Common Seal).....

Signature of authorized signatory.....

- 3.0 In line with the qualifying requirements specified in clause 4.25.3 (b) & clause 4.25.3 (c) of sub-section-IA, Part-A of section-VI, *we*proposed sub-vendor have valid Ongoing Collaboration & Technology Transfer Agreement with M/s..... **(Name of QFGDM)** whose address is **(Address of QFGDM)** (who meets the requirement of clause 4.25.1 of sub-section-IA, Part-A of section-VI, and the technology transfer agreement with QFGDM necessarily covers transfer of technological knowhow for Wet Limestone based Flue Gas Desulphurisation System in the form of complete transfer of design dossier, design software's, drawings and documentation, quality system manuals and imparting relevant personnel training to the *Bidder/*Contractor/*its sub-vendor, the details of which are given below:

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
1.	Name, address, e-mail, Tel. No. and Fax No. of the Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer (QFGDM)	.....	
2.	Name and Designation of the responsible person in QFGDM	.....	
3.	Name of the reference station and its location	.....	
4.	Name of the client/owner with full address, phone, fax & e-mail	.....	
5.	Flue gas treatment capacity (Nm ₃ /hr)	.....	
6.	Desulphurisation efficiency (%)	.....	
7.	Date of commissioning of Wet Limestone based Flue Gas Desulphurisation Systems	.....	
	(a) Date from which the system is in successful operation condition		
	(b) Duration of successful operation		
8.	Capacity of Unit (MW)	.....	
9.	Capacity of Plant (MW)	.....	
10.	Whether the unit is pulverised coal fired	*Yes/*No.....	

Signature of authorized signatory.....

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
11.	(a) Name & Address of the Contractor (including Phone & Fax No.) on whom the order for executing the reference power station was placed by the Client/Owner of the reference plant	.....	
	(b) In case the QFGDM is not the Contractor at Sl. No. 11a above, Name and address of the Organisation (including Phone & Fax No.) which placed order for reference plant system on the QFGDM	.....	
12.	Whether QFGDM's scope of work includes		
	(i) Design	*Yes/No.....	
	(ii) Engineering	*Yes/No.....	
	(iii) Supply	*Yes/No.....	
	(iv) *Erection/ *Supervised Erection	*Yes/No.....	
	(v) *Commissioning/ *Supervised Commissioning	*Yes/No.....	
	(**In case the QFGDM has acted as adviser for erection / commissioning of reference Wet Limestone based Flue Gas Desulpharisation System, Bidder shall furnish necessary documents / certificate from client in support of such activity and enclose the same at Annexure... to this Attachment , pursuant to Note No.2 for clause 4.25.1 of sub-section-IA, Part-A of section-VI.		
13.	Following documents to be enclosed in support of meeting the QR as per the following categories defined above		
	(a) Pulverised coal fired Power plant details	Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any document in public domain	

Signature of authorized signatory.....

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
	(b) Flue Gas Desulphurisation System details	Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any document in public domain	
	(c) Scope of work	Letter of Award or Contract or P.O.	
	(d) Performance details	Certificate/letter/E-Mail from End user	

14. *We confirm that M/s....., (QFGDM) is / are seeking qualification as holding company (singularly or collectively) with its subsidiaries (held directly or indirectly) as per note No.4 for clause 4.25 of sub-section-IA, Part-A of section-VI. Further, the details of the subsidiaries meeting the QR are as follows :

15. QFGDM and their subsidiary's(ies') Experience Details in respect of meeting requirement for QFGDM (as per clause 4.25.1 of sub-section-IA, Part-A of section-VI) (To be filled at page _____ to _____ of this Attachment)

16. *Name, Address, email, Fax, Tel. No. Of the Subsidiary(ies) meeting the QR for QFGDM as per clause 4.25.1 of sub-section-IA, Part-A of section-VI

*We have submitted the experience details in support of Qualifying Requirement at clause 4.25.1 of sub-section-IA, Part-A of section-VI with reference to above subsidiary(ies). We are attaching the necessary documentary evidence as Annexure..... of this Attachment establishing the relationship between our Associate and above subsidiaries.

*We have submitted the experience details in support of Qualifying Requirement at clause 4.25.1 of sub-section-IA, Part-A of section-VI with reference to above subsidiary(ies). We are attaching the necessary documentary evidence as Annexure..... of this Attachment establishing the relationship between M/s....., [Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer (QFGDM) and above subsidiaries].

Deed of Joint Undertaking as per format enclosed at Annexure.....

We further confirm that notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/his collaborators/associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

Signature of authorized signatory.....

Date:

Place :

(Signature).....
(Printed Name).....
(Designation).....
(Common Seal).....

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

(D) FOR BIDDER/HIS SUBVENDOR SEEKING QUALIFICATIONS AS PER CLAUSE 4.25.3 (a)(ii), (b) & (c) OF THE SUB-SECTION-IA, PART-A OF SECTION-VI.

- 1.0 We confirm that *we/*proposed sub-vendor meet the qualifying requirements specified as per clause 4.25.3 (a)(ii) of sub-section-IA, Part-A of section-VI with clause 4.25.3 (b) & clause 4.25.3 (c) of sub-section-IA, Part-A of section-VI .
- 2.0 We/*Proposed sub-vendor (Bidder/JV Company) confirm that we meet the qualifying requirements specified under clause 4.25.3 (a)(ii) of sub-section-IA, Part-A of section-VI with clause 4.25.3 (b) & clause 4.25.3 (c) of sub-section-IA, Part-A of section-VI and are registered in India under Companies Act of India for the purpose of manufacturing/supplying Steam Generator Sets/Flue Gas Desulphurization System.
- 3.0 We confirmed that in our JV Company, the Stakeholder(s) M/s (Majority Stakeholder) having Stake (more than 51%) shall maintain aforesaid equity in JV Company for a lock-in-period of 7 years from the date of incorporation, M/s (Name of Steam Generator manufacturer/ QFGDM) having Stake. (more than 26%) shall maintain aforesaid equity in JV Company for a lock-in-period of 7 years from the date of incorporation or upto the end of defect liability period of Contract of subject package(in case of Award) and Other Stakeholders, if any, (Name of Indian Company registered in India under Companies Act of India) having Stake..... We have executed/executing order, received in last 5 years, with the total value of such projects are INR 5,000 Million or more and in support of same, we furnish the details for the following systems:

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
1.	Name of the reference station and its location	.....	
2.	Name of the client/owner with full address, phone, fax & e-mail	.....	
3.	Value of Work (in Rs)	.....	
4.	Starting date of project	.....	
5.	Scheduled date of completion	.....	
6.	Actual date of completion/ successful operation	.....	
7.	Date of commencement of work	.....	

Signature of authorized signatory.....

***Strike out whichever is not applicable.**

We further confirm that notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/his collaborators/associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common Seal).....

- 4.0 In line with the qualifying requirements specified in clause 4.25.3 (b) & clause 4.25.3 (c) of sub-section-IA, Part-A of section-VI, *we*proposed sub-vendor have valid Ongoing Collaboration & Technology Transfer Agreement with M/s..... **(Name of QFGDM)** whose address is **(Address of QFGDM)** (who meets the requirement of clause 4.25.1 of sub-section-IA, Part-A of section-VI, and the technology transfer agreement with QFGDM necessarily covers transfer of technological knowhow for Wet Limestone based Flue Gas Desulphurisation System in the form of complete transfer of design dossier, design software's, drawings and documentation, quality system manuals and imparting relevant personnel training to the *Bidder/*Contractor/*its sub-vendor, the details of which are given below:

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
1.	Name, address, e-mail, Tel. No. and Fax No. of the Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer (QFGDM)	.....	
2.	Name and Designation of the responsible person in QFGDM	.....	
3.	Name of the reference station and its location	.....	
4.	Name of the client/owner with full address, phone, fax & e-mail	.....	
5.	Flue gas treatment capacity (Nm ₃ /hr)	.....	
6.	Desulphurisation efficiency (%)	.....	
7.	Date of commissioning of Wet Limestone based Flue Gas Desulphurisation Systems	.....	
	(a) Date from which the system is in successful operation condition		
	(b) Duration of successful operation		
8.	Capacity of Unit (MW)	.....	
9.	Capacity of Plant (MW)	.....	
10.	Whether the unit is pulverised coal fired	*Yes/*No.....	

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
11.	(a) Name & Address of the Contractor (including Phone & Fax No.) on whom the order for executing the reference power station was placed by the Client/Owner of the reference plant	.....	
	(b) In case the QFGDM is not the Contractor at Sl. No. 11a above, Name and address of the Organisation (including Phone & Fax No.) which placed order for reference plant system on the QFGDM	.....	
12.	Whether QFGDM's scope of work includes		
	(i) Design	*Yes/No.....	
	(ii) Engineering	*Yes/No.....	
	(iii) Supply	*Yes/No.....	
	(iv) *Erection/ *Supervised Erection	*Yes/No.....	
	(v) *Commissioning/ *Supervised Commissioning	*Yes/No.....	
	(**In case the QFGDM has acted as adviser for erection / commissioning of reference Wet Limestone based Flue Gas Desulpharisation System, Bidder shall furnish necessary documents / certificate from client in support of such activity and enclose the same at Annexure... to this Attachment, pursuant to Note No.2 for clause 4.25.1 of sub-section-IA, Part-A of section-VI.		
13.	Following documents to be enclosed in support of meeting the QR as per the following categories defined above		
	(a) Pulverised coal fired Power plant details	Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any document in public domain	

Signature of authorized signatory.....

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)

- | | | | |
|--|--|--|--|
| | (b) Flue Gas Desulphurisation System details | Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any document in public domain | |
| | (c) Scope of work | Letter of Award or Contract or P.O. | |
| | (d) Performance details | Certificate/letter/E-Mail from End user | |
14. *We confirm that M/s....., (QFGDM) is / are seeking qualification as holding company (singularly or collectively) with its subsidiaries (held directly or indirectly) as per note No.4 for clause 4.25.1 of sub-section-IA, Part-A of section-VI. Further, the details of the subsidiaries meeting the QR are as follows :
15. QFGDM and their subsidiary's(ies) Experience Details in respect of meeting requirement for QFGDM (as per for clause 4.25.1 of sub-section-IA, Part-A of section-VI.
16. *Name, Address, email, Fax, Tel. No. of the Subsidiary(ies) meeting the QR for QFGDM as per for clause 4.25.1 of sub-section-IA, Part-A of section-VI.

*We have submitted the experience details in support of Qualifying Requirement at clause 4.25.1 of sub-section-IA, Part-A of section-VI. with reference to above subsidiary(ies). We are attaching the necessary documentary evidence as Annexure..... of this Attachment establishing the relationship between our Associate and above subsidiaries.

*We have submitted the experience details in support of Qualifying Requirement at for clause 4.25.1 of sub-section-IA, Part-A of section-VI. with reference to above subsidiary(ies). We are attaching the necessary documentary evidence as Annexure..... of this Attachment establishing the relationship between M/s....., (Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer) and above subsidiaries.

Deed of Joint Undertaking as per format enclosed at Annexure.....

We further confirm that notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/his collaborators/associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

Date :
Place :

(Signature).....
(Printed Name).....
(Designation).....
(Common Seal).....

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

(E) FOR BIDDER/HIS SUBVENDOR SEEKING QUALIFICATIONS AS PER CLAUSE 4.25.3 (a)(iii), (b) & (c) OF THE SUB-SECTION-IA, PART-A OF SECTION-VI.

- 1.0 We (Bidder/*Subsidiary Company of Steam Generator manufacturer/*Subsidiary Company of QFGDM) confirm that we meet the qualifying requirements specified as per clause 4.25.3 (a)(iii) of sub-section-IA, Part-A of section-VI with clause 4.25.3 (b) & clause 4.25.3 (c) of sub-section-IA, Part-A of section-VI and are registered in India under Companies Act of India for the purpose of manufacturing/supplying Steam Generator Sets/Flue Gas Desulphurization System.
- 2.0 We, *Bidder/*Proposed sub-vendor, confirmed that we shall remain *Subsidiary Company of Steam Generator manufacturer/*Subsidiary Company of QFGDM for minimum period of 7 years from the date of incorporation or up to the end of defect liability period of Contract of subject package(in case of Award). We have executed/executing order, received in last 5 years, with the total value of such projects are INR 5,000 Million or more and in support of same, we furnish the details for the following systems:

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
1.	Name of the reference station and its location	.....	
2.	Name of the client/owner with full address, phone, fax & e-mail	.....	
3.	Value of Work (in Rs)	.....	
4.	Starting date of project	.....	
5.	Scheduled date of completion	.....	
6.	Actual date of completion/ successful operation	.....	
7.	Date of commencement of Operation	.....	

Signature of authorized signatory.....

***Strike out whichever is not applicable.**

We further confirm that notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/his collaborators/associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

- 3.0 In line with the qualifying requirements specified in clause 4.25.3 (b) & clause 4.25.3 (c) of sub-section-IA, Part-A of section-VI, *we/*proposed sub-vendor have valid Ongoing Collaboration & Technology Transfer Agreement with M/s..... **(Name of QFGDM)** whose address is **(Address of QFGDM)** (who meets the requirement of clause 4.25.1 of sub-section-IA, Part-A of section-VI, and the technology transfer agreement with QFGDM necessarily covers transfer of technological knowhow for Wet Limestone based Flue Gas Desulphurisation System in the form of complete transfer of design dossier, design software's, drawings and documentation, quality system manuals and imparting relevant personnel training to the *Bidder/*Contractor/*its sub-vendor, the details of which are given below:

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
1.	Name, address, e-mail, Tel. No. and Fax No. of the Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer (QFGDM)	.....	
2.	Name and Designation of the responsible person in QFGDM	.....	
3.	Name of the reference station and its location	.....	
4.	Name of the client/owner with full address, phone, fax & e-mail	.....	
5.	Flue gas treatment capacity (Nm ₃ /hr)	.....	
6.	Desulphurisation efficiency (%)	.....	
7.	Date of commissioning of Wet Limestone based Flue Gas Desulphurisation Systems	.....	
	(a) Date from which the system is in successful operation condition		
	(b) Duration of successful operation		
8.	Capacity of Unit (MW)	.....	
9.	Capacity of Plant (MW)	.....	
10.	Whether the unit is pulverised coal fired	*Yes/*No.....	

Signature of authorized signatory.....

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)

11. (a) Name & Address of the Contractor (including Phone & Fax No.) on whom the order for executing the reference power station was placed by the Client/Owner of the reference plant
- (b) In case the QFGDM is not the Contractor at Sl. No. 11a above, Name and address of the Organisation (including Phone & Fax No.) which placed order for reference plant system on the QFGDM

12. Whether QFGDM's scope of work includes

- (i) Design *Yes/No.....
- (ii) Engineering *Yes/No.....
- (iii) Supply *Yes/No.....
- (iv) *Erection/ *Supervised Erection *Yes/No.....
- (v) *Commissioning/ *Supervised Commissioning *Yes/No.....

(**In case the QFGDM has acted as adviser for erection / commissioning of reference Wet Limestone based Flue Gas Desulpharisation System, Bidder shall furnish necessary documents / certificate from client in support of such activity and enclose the same at Annexure... to this Attachment, pursuant to Note No.2 for clause 4.25.1 of sub-section-IA, Part-A of section-VI.

13. Following documents to be enclosed in support of meeting the QR as per the following categories defined above

- (a) Pulverised coal fired Power plant details Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any document in public domain

Signature of authorized signatory.....

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)

- | | | |
|-----|--|--|
| (b) | Flue Gas Desulphurisation System details | Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any document in public domain |
| (c) | Scope of work | Letter of Award or Contract or P.O. |
| (d) | Performance details | Certificate/letter/E-Mail from End user |

14. *We confirm that M/s....., (QFGDM) is / are seeking qualification as holding company (singularly or collectively) with its subsidiaries (held directly or indirectly) as per note No.4 for clause 4.25.1 of sub-section-IA, Part-A of section-VI. Further, the details of the subsidiaries meeting the QR are as follows :

15. QFGDM and their subsidiary's(ies)
Experience Details in respect of meeting requirement for QFGDM
(as per clause 4.25.1 of sub-section-IA, Part-A of section-VI)

(To be filled at page _____ to _____ of this Attachment)

16. *Name, Address, email, Fax, Tel. No. of the Subsidiary(ies) meeting the QR for QFGDM as per clause 4.25.1 of sub-section-IA, Part-A of section-VI

*We have submitted the experience details in support of Qualifying Requirement at clause 4.25.1 of sub-section-IA, Part-A of section-VI with reference to above subsidiary(ies). We are attaching the necessary documentary evidence as Annexure..... of this Attachment establishing the relationship between our Associate and above subsidiaries.

*We have submitted the experience details in support of Qualifying Requirement at clause 4.25.1 of sub-section-IA, Part-A of section-VI with reference to above subsidiary(ies). We are attaching the necessary documentary evidence as Annexure..... of this Attachment establishing the relationship between M/s....., (Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer) and above subsidiaries.

Deed of Joint Undertaking as per format enclosed at Annexure.....

We further confirm that notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/his collaborators/associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

Signature of authorized signatory.....

Date : (Signature).....
 Place : (Printed Name).....
 (Designation).....
 (Common Seal).....

***Strike out whichever is not applicable.**

(F) FOR BIDDER/HIS SUBVENDOR SEEKING QUALIFICATIONS AS PER CLAUSE 4.25.4 OF THE SUB-SECTION-IA, PART-A OF SECTION-VI.

- 1.0 *We/*Proposed Sub-vendor confirm that we meet the qualifying requirements specified under clause 4.25.4(a), (b) & (c) of sub-section-IA, Part-A of section-VI.
- 2.0 We confirm that we have executed on Engineering, Procurement and Construction (EPC) basis, large industrial projects on EPC basis (with or without civil works) in the area of power, steel, oil & Gas, petrochemical, fertilizer, Flue Gas Desulfurization and/or any other process industry in last 10 years with the total value of such projects are INR 5000 million or more. Further, one of such projects should have a contract value of INR 2000 million or more. These projects have been in successful operation for a period of not less than one (1) year:
 :

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
1.	Name of the reference station and its location	.....	
2.	Name of the client/owner with full address, phone, fax & e-mail	.....	
3.	Value of Project (in Rs.)		
4.	Starting date of project	.....	
5.	Scheduled date of commissioning	.....	
6.	Actual date of commissioning/ successful operation	.....	
7.	Date of commencement of successful operation	.....	

Signature of authorized signatory.....

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
8.	Whether Bidder's scope of work includes		
	(i) Engineering	*Yes/No.....	
	(ii) Procurement	*Yes/No.....	
	(iii) Construction	*Yes/No.....	
9.	Whether the plant is in successful operation for a period of one (1) year (minimum) prior to the date of Techno-Commercial bid opening	.....	

***Strike out whichever is not applicable.**

We further confirm that notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/his collaborators/associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

- 3.0 In line with the qualifying requirements specified in clause 4.25.4 (b) of sub-section-IA, Part-A of section-VI, *we*proposed sub-vendor have valid Ongoing Collaboration & Technology Transfer Agreement with M/s..... **(Name of QFGDM)** whose address is **(Address of QFGDM)** (who meets the requirement of clause 4.25.1 of sub-section-IA, Part-A of section-VI, and the technology transfer agreement with QFGDM necessarily covers transfer of technological knowhow for Wet Limestone based Flue Gas Desulphurisation System in the form of complete transfer of design dossier, design software's, drawings and documentation, quality system manuals and imparting relevant personnel training to the *Bidder/*Contractor/*its sub-vendor, the details of which are given below:

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
1.	Name, address, e-mail, Tel. No. and Fax No. of the Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer (QFGDM)	.....	
2.	Name and Designation of the responsible person in QFGDM	.....	
3.	Name of the reference station and its location	.....	
4.	Name of the client/owner with full address, phone, fax & e-mail	.....	
5.	Flue gas treatment capacity (Nm ₃ /hr)	.....	
6.	Desulphurisation efficiency (%)	.....	
7.	Date of commissioning of Wet Limestone based Flue Gas Desulphurisation Systems	.....	
	(a) Date from which the system is in successful operation condition		
	(b) Duration of successful operation		
8.	Capacity of Unit (MW)	.....	
9.	Capacity of Plant (MW)	.....	
10.	Whether the unit is pulverised coal fired	*Yes/*No.....	

Signature of authorized signatory.....

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
11.	(a) Name & Address of the Contractor (including Phone & Fax No.) on whom the order for executing the reference power station was placed by the Client/Owner of the reference plant	.....	
	(b) In case the QFGDM is not the Contractor at Sl. No. 11a above, Name and address of the Organisation (including Phone & Fax No.) which placed order for reference plant system on the QFGDM	.....	
12.	Whether QFGDM's scope of work includes		
	(i) Design	*Yes/No.....	
	(ii) Engineering	*Yes/No.....	
	(iii) *Manufacturing/ *Got Manufactured	*Yes/No.....	
	(iv) *Erection/ *Supervised Erection	*Yes/No.....	
	(v) *Commissioning/ * Supervised Commissioning	*Yes/No.....	
	(**In case the QFGDM has acted as adviser for erection / commissioning of reference Wet Limestone based Flue Gas Desulpharisation System, Bidder shall furnish necessary documents / certificate from client in support of such activity and enclose the same at Annexure... to this Attachment, pursuant to Note No.2 for clause 4.25.1 of sub-section-IA, Part-A of section-VI		
13.	Following documents to be enclosed in support of meeting the QR as per the following categories defined above		
	(a) Pulverised coal fired Power plant details	Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any document in public domain	

Signature of authorized signatory.....

S.No.	Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)

- | | | | |
|-----|--|--|--|
| (b) | Flue Gas Desulphurisation System details | Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any document in public domain | |
| (c) | Scope of work | Letter of Award or Contract or P.O. | |
| (d) | Performance details | Certificate/letter/E-Mail from End user | |
14. *We confirm that M/s....., (QFGDM) is / are seeking qualification as holding company (singularly or collectively) with its subsidiaries (held directly or indirectly) as per note No.4 for clause 4.25.1 of sub-section-IA, Part-A of section-VI. Further, the details of the subsidiaries meeting the QR are as follows :
15. QFGDM and their subsidiary's(ies') Experience Details in respect of meeting requirement for QFGDM (as per clause 4.25.1 of sub-section-IA, Part-A of section-VI) (To be filled at page _____ to _____ of this Attachment)
16. *Name, Address, email, Fax, Tel. No. of the Subsidiary(ies) meeting the QR for QFGDM as per clause 4.25.1 of sub-section-IA, Part-A of section-VI

*We have submitted the experience details in support of Qualifying Requirement at clause 4.25.1 of sub-section-IA, Part-A of section-VI with reference to above subsidiary(ies). We are attaching the necessary documentary evidence as Annexure..... of this Attachment establishing the relationship between our Associate and above subsidiaries.

*We have submitted the experience details in support of Qualifying Requirement at clause 4.25.1 of sub-section-IA, Part-A of section-VI with reference to above subsidiary(ies). We are attaching the necessary documentary evidence as Annexure..... of this Attachment establishing the relationship between M/s....., [Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer (QFGDM) and above subsidiaries].

Deed of Joint Undertaking as per format enclosed at Annexure.....

We further confirm that notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/his collaborators/associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

Signature of authorized signatory.....

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING FOR THE COMPLETE WET LIMESTONE
BASED FLUE GAS DESULPHURISATION SYSTEM AS PER CLAUSE *4.25.2/*4.25.3, 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
MEETING THE REQUIREMENTS OF CLAUSE *4.25.2/*4.25.3 OF SUB-SECTION-I-A,
PART A, SECTION VI AND THE COLLABORATOR & TECHNOLOGY LICENSOR WHO
MEETS THE REQUIREMENT OF CLAUSE 4.25.1 OF SUB-SECTION-I-A, PART A,
SECTION VI [AS A QUALIFIED WET LIMESTONE BASED FLUE GAS
DESULPHURISATION SYSTEM MANUFACTURER (QFGDM)] FOR SUCCESSFUL
PERFORMANCE OF THE CONTRACT**

The DEED OF UNDERTAKING executed this day ofTwo thousand by M/s
..... a Company incorporated under having its
Registered Office at.....(hereinafter called the "Bidder/Contractor",
which expression shall include its successors, administrators, executors and permitted
assigns) and

*M/sa Company incorporated underhaving its
Registered Office at(hereinafter called the "Sub-Vendor", 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 "Collaborator & Technology Licensor", which expression
shall include its successors, administrators, executors and permitted assigns),

in favour of NTPC Ltd., 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, 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 *4.25.2/*4.25.3 of Sub-Section-IA, Part A, Section VI of bidding documents, it has been specified that bidder who meets the required experience as per clause *4.25.2/*4.25.3 shall also have an ongoing Collaboration agreement / Technology Licensing agreement prior to the date of submission of proposal of sub-vendor, with a Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer), who meets the requirement of clause 4.25.1 of Sub-Section-IA, Part A, Section VI and furnish a Deed of Joint Undertaking as per the requirement of clause no. *4.25.2(c)/ *4.25.3(c) of Sub-Section-IA, Part-A, Section-VI.

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) against the Employer's Bidding Documents.

AND WHEREAS M/s..... .(*Bidder/*Contractor/*his sub-vendor) meet the requirements specified at clause no. *4.25.2(a)/*4.25.3(a)(i)/)/*4.25.3(a)(ii)/)/*4.25.3(a)(iii) of Sub-Section-IA, Part A, Section VI and have an on-going collaboration agreement/technology licensing agreement prior to the date of submission of proposal of sub-vendor, with M/s..... (hereinafter referred to as Collaborator & Technology Licensor) who is a manufacturer of Wet Limestone based Flue Gas Desulphurisation System and meets the requirements as specified in clause no. 4.25.1 of Sub-Section-IA, Part A, Section VI, valid minimum up to the end of the defect liability period of the contract.

The *Bidder/*Contractor*and *his Sub-Vendor and the Collaborator & Technology Licensor are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for successful performance of the Wet Limestone based Flue Gas Desulphurisation System and be jointly and severally liable to perform all contractual obligations for the Wet Limestone based Flue Gas Desulphurisation System 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.

Signature of authorized signatory.....

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. We the Collaborator & Technology Licensor and the Contractor *and *his Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the design, execution and successful performance of the complete Wet Limestone Based Flue Gas Desulphurisation System and all the contractual obligations including the technical guarantees for the complete Wet Limestone Based Flue Gas Desulphurisation System, as specified under the said Contract(s) to the satisfaction of the Employer.
2. In case of any breach of the Contract committed by the Contractor *and *his Sub-Vendor, we the Collaborator & Technology Licensor do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Wet Limestone Based Flue Gas Desulphurisation System and undertake to carry out all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations stipulated under the Contract. Further, if the Employer sustains any loss or damage on account of any breach of the Contract for the Wet Limestone Based Flue Gas Desulphurisation System, we the Collaborator & Technology Licensor and Contractor *and *his Sub-Vendor 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 Contractor/ *his Sub-Vendor before proceeding against the Collaborator & Technology Licensor nor any extension of time or any relaxation given by the Employer to the Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Contractor.
3. Without prejudice to the generality of the Undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows:
 - (a) We, the Collaborator & Technology Licensor shall be fully responsible for complete engineering, preparation of all designs, design calculations, design documents / drawings and manufacturing drawings for the Absorber including all its internals; preparation of all P&IDs & process flow diagrams; Selection of

Signature of authorized signatory.....

auxiliaries, and interfacing/ integrating Absorber with their auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of all Absorber and auxiliaries meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract for Wet Limestone based Flue Gas Desulphurisation System.

(b) We, the Collaborator & Technology Licensor shall be specifically responsible for the following:

- (i) Complete design of Absorber including selection/design of Absorber material, lining & all internals; complete mass flow balance as well as design of structural/supporting system including selection of material & accessories etc.
- (ii) Selection of auxiliaries for Wet Limestone based Flue Gas Desulphurisation System including preparation of purchase specification for critical auxiliaries viz Slurry Recirculation pumps, Oxidation Blowers, Wet limestone Grinding mills, Slurry pumps, Agitators, Hydro-cyclones, Vacuum Belt Filters, slurry valves & piping.
- (iii) Design of controls, protections and interlocks for all the auxiliaries for Wet Limestone based Flue Gas Desulphurisation System including Absorber for their safe and reliable operation as integral units with other equipments of the Main Plant.
- (iv) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system including all civil inputs for foundation design, site construction, structural work etc. for Wet Limestone based Flue Gas Desulphurisation System and for their proper interfacing and integration.
- (v) Provide manufacturing/fabrication drawings for absorber including its internals.

Further, we, the Collaborator & Technology Licensor shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Contractor's/Sub-vendor" works and/ or at Employer's project site. Without prejudice to the overall responsibilities of the Collaborator & Technology Licensor for successful commissioning and performance of Wet Limestone based Flue Gas Desulphurisation System, the Collaborator & Technology Licensor shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's project site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.

Signature of authorized signatory.....

- (c) We, the Collaborator & Technology Licensor will be fully responsible for the quality of manufacture of all equipments/ main assemblies/ components for incorporation in the Wet Limestone based Flue Gas Desulphurisation System.

For the items to be manufactured by the contractor at his/or his vendor's works as per the Collaborator & Technology Licensor design & manufacturing drawings released by us, the Associate / Collaborator shall ensure completeness and correctness of the design, data, document and information in every detail provided to the Contractor which would result in the same quality of equipment as if manufactured at Collaborator & Technology Licensor or its Sub-vendor's works and shall meet Collaborator & Technology Licensor acceptance.

- (d) We the Collaborator & Technology Licensor shall be fully responsible for complete for design, engineering, supply, installation, putting in to satisfactory operation and carrying out the guarantee tests for Wet Limestone Based Flue Gas Desulphurisation System to the satisfaction of the Employer.

Further, the Collaborator/Technology Licensers shall ensure proper design, manufacture, installation, testing and successful performance of the Wet Limestone Based Flue Gas Desulphurisation System under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Collaborator/Technology Licensers shall advise the Contractor/* his Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (e) In the event the Collaborator & Technology Licensor and the Contractor *and *his Sub-Vendor fail to demonstrate that the Wet Limestone Based Flue Gas Desulphurisation System meets the guaranteed parameters and demonstration parameters as specified in the contract, the Collaborator & Technology Licensor and the Contractor and *and *his Sub-Vendor 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.
- (f) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the Wet Limestone Based Flue Gas Desulphurisation System and payment of financial liabilities and penalties and fulfillment of all other

Signature of authorized signatory.....

contractual obligations as provided under the contract shall be the joint and severally responsibility of the Contractor *and *his Sub-Vendor and Associate/Collaborator.

4. We, the Contractor *and *his Sub-Vendor and the Collaborator & Technology Licensor 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 Contractor *and *his Sub-Vendor and Collaborator & Technology Licensor 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 furnished by the Contractor, the Collaborator/Technology Licensor*and *Contractor's Sub-Vendor 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 30 Million (Indian Rupees Thirty 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.

Signature of authorized signatory.....

8. We, the Collaborator & Technology Licenser and the Contractor *and *his Sub-Vendor 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 Collaborator & Technology Licenser and the Contractor *and *his Sub-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
(Contractor)

..... (Signature of the Authorised
(Signature Name & Address) Representative)

.....

.....

(Official Address)

Name.....

Designation

Common Seal of the
Company

Signature of authorized signatory.....

WITNESS

For M/s.....

(*Contractor's Sub-Vendor)

.....

(Signature Name & Address)

(Signature of the Authorised

Representative)

.....

(Official Address)

Name.....

Designation

Common Seal of the

Company

WITNESS

For M/s

(Collaborator & Technology

Licenser)

.....

(Signature Name & Address)

(Signature of the Authorised

Representative)

.....

(Official Address)

Name.....

Signature of authorized signatory.....

Designation

Common Seal of the Company

.....

Note : Power of Attorney of the person signing on behalf of Collaborator/Technology Licensor, Contractor and *his sub-vendor is to be furnished by Contractor.

* Bidder/Contractor shall strike out, whichever is not applicable.

**FORM OF DEED OF JOINT UNDERTAKING FOR THE COMPLETE WET LIMESTONE
BASED FLUE GAS DESULPHURISATION SYSTEM AS PER CLAUSE 4.25.4, 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
MEETING THE REQUIREMENTS OF CLAUSE 4.25.4 OF SUB-SECTION-I-A, PART A,
SECTION VI AND THE COLLABORATOR & TECHNOLOGY LICENSOR WHO MEETS THE
REQUIREMENT OF CLAUSE 4.25.1 OF SUB-SECTION-I-A, PART A, SECTION VI [AS A
QUALIFIED WET LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM
MANUFACTURER (QFGDM)] FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT**

The DEED OF UNDERTAKING executed this day ofTwo thousand by M/s
..... a Company incorporated under having its

Signature of authorized signatory.....

Registered Office at.....(hereinafter called the "Bidder/Contractor", which expression shall include its successors, administrators, executors and permitted assigns) and

*M/sa Company incorporated underhaving its Registered Office at(hereinafter called the "Sub-Vendor", 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 "Collaborator & Technology Licensor" , which expression shall include its successors, administrators, executors and permitted assigns),

in favour of NTPC Ltd., 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, 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 4.25.4 (b) of Sub-Section-IA, Part A, Section VI of bidding documents, it has been specified that *bidder/*contractor/*his sub-vendor who meets the required experience as per clause 4.25.4 (a) of Sub-Section-IA, Part A, Section VI of bidding documents shall also have an ongoing Collaboration agreement / Technology Licensing agreement prior to the date of submission of proposal of sub-vendor, with a Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer), who meets the requirement of clause 4.25.1 of Sub-Section-IA, Part A, Section VI and furnish a Deed of Joint Undertaking as per the requirement of clause no. 4.25.4(c) of Sub-Section-IA, Part-A, Section-VI.

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) against the Employer's Bidding Documents.

Signature of authorized signatory.....

AND WHEREAS M/s..... .(*Contractor/*his sub-vendor) meet the requirements specified at clause no. 4.25.4 of Sub-Section-IA, Part A, Section VI and have an on-going collaboration agreement/technology licensing agreement prior to the date of submission of proposal of sub-vendor, with M/s..... (hereinafter referred to as Collaborator/Technology Licensor) who is a manufacturer of Wet Limestone based Flue Gas Desulphurisation System and meets the requirements as specified in clause no. 4.25.1 of Sub-Section-IA, Part A, Section VI, valid minimum up to the end of the defect liability period of the contract. The *Bidder/*Contractor*and *his Sub-Vendor and the Collaborator & Technology Licensor are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for successful performance of the Wet Limestone based Flue Gas Desulphurisation System and be jointly and severally liable to perform all contractual obligations for the Wet Limestone based Flue Gas Desulphurisation System 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 Collaborator & Technology Licensor and the Contractor *and *his Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the design, execution and successful performance of the complete Wet Limestone Based Flue Gas Desulphurisation System and all the contractual obligations including the technical guarantees for the complete Wet Limestone Based Flue Gas Desulphurisation System, as specified under the said Contract(s) to the satisfaction of the Employer.
2. In case of any breach of the Contract committed by the Contractor *and *his Sub-Vendor, we the Collaborator & Technology Licensor do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Wet Limestone Based Flue Gas Desulphurisation System and undertake to carry out all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations stipulated under the Contract. Further, if the Employer sustains any loss or damage on account of any breach of the Contract for the Wet Limestone Based Flue Gas Desulphurisation System, we the Collaborator & Technology Licensor and Contractor *and *his Sub-Vendor jointly and severally undertake to promptly indemnify and pay such

Signature of authorized signatory.....

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 Contractor/ *his Sub-Vendor before proceeding against the Collaborator & Technology Licensor nor any extension of time or any relaxation given by the Employer to the Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Contractor.

3. Without prejudice to the generality of the Undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows:

(a) We, the Collaborator & Technology Licensor shall be fully responsible for complete engineering, preparation of all designs, design calculations, design documents / drawings and manufacturing drawings for the Absorber including all its internals; preparation of all P&IDs & process flow diagrams; Selection of auxiliaries, and interfacing/ integrating Absorber with their auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of all Absorber and auxiliaries meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract for Wet Limestone based Flue Gas Desulphurisation System.

(b) We, the Collaborator & Technology Licensor shall be specifically responsible for the following:

- (i) Complete design of Absorber including selection/design of Absorber material, lining & all internals; complete mass flow balance as well as design of structural/supporting system including selection of material & accessories etc.
- (ii) Selection of auxiliaries for Wet Limestone based Flue Gas Desulphurisation System including preparation of purchase specification for critical auxiliaries viz Slurry Recirculation pumps, Oxidation Blowers, Wet limestone Grinding mills, Slurry pumps, Agitators, Hydro-cyclones, Vacuum Belt Filters, slurry valves & piping.
- (iii) Design of controls, protections and interlocks for all the auxiliaries for Wet Limestone based Flue Gas Desulphurisation System including Absorber for their safe and reliable operation as integral units with other equipments of the Main Plant.

Signature of authorized signatory.....

- (iv) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system including all civil inputs for foundation design, site construction, structural work etc. for Wet Limestone based Flue Gas Desulphurisation System and for their proper interfacing and integration.
- (v) Provide manufacturing/fabrication drawings for absorber including its internals.

Further, we, the Collaborator & Technology Licensor shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Contractor's/Sub-vendor'' works and/ or at Employer's project site. Without prejudice to the overall responsibilities of the Collaborator & Technology Licensor for successful commissioning and performance of Wet Limestone based Flue Gas Desulphurisation System, the Collaborator & Technology Licensor shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's project site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.

- (c) We, the Collaborator & Technology Licensor will be fully responsible for the quality of manufacture of all equipments/ main assemblies/ components for incorporation in the Wet Limestone based Flue Gas Desulphurisation System and shall ensure that they are manufactured as per the drawings released by us.

For the items to be manufactured by the contractor at his/or his vendor's works as per the Collaborator & Technology Licensor design & manufacturing drawings released by us, the Associate / Collaborator shall ensure completeness and correctness of the design, data, document and information in every detail provided to the Contractor which would result in the same quality of equipment as if manufactured at Collaborator & Technology Licensor or its Sub-vendor's works and shall meet Collaborator & Technology Licensor acceptance.

- (d) We the Collaborator & Technology Licensor shall be fully responsible for complete for design, engineering, supply, installation, putting in to satisfactory operation and carrying out the guarantee tests for Wet Limestone Based Flue Gas Desulphurisation System to the satisfaction of the Employer.

Signature of authorized signatory.....

Further, the Collaborator/Technology Licensers shall ensure proper design, manufacture, installation, testing and successful performance of the Wet Limestone Based Flue Gas Desulphurisation System under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Collaborator/Technology Licensers shall advise the Contractor/* his Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (e) In the event the Collaborator & Technology Licensor and the Contractor *and *his Sub-Vendor fail to demonstrate that the Wet Limestone Based Flue Gas Desulphurisation System meets the guaranteed parameters and demonstration parameters as specified in the contract, the Collaborator & Technology Licensor and the Contractor and *and *his Sub-Vendor 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.
 - (f) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the Wet Limestone Based Flue Gas Desulphurisation 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 Contractor *and *his Sub-Vendor and Associate/Collaborator.
4. We, the Contractor *and *his Sub-Vendor and the Collaborator & Technology Licensor 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 Contractor *and *his Sub-Vendor and Collaborator & Technology Licensor 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

Signature of authorized signatory.....

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 furnished by the Contractor, the Collaborator/Technology Licensor*and *Contractor's Sub-Vendor 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 30 Million (Indian Rupees Thirty 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 Associate/Collaborator and the Contractor *and *his Sub-Vendor 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 Collaborator & Technology Licensor and the Contractor *and *his Sub-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.

Signature of authorized signatory.....

1.

WITNESS

For M/s

(Contractor)

.....

(Signature Name & Address)

.....

(Signature of the Authorised

Representative)

.....

(Official Address)

Name.....

Designation

Common Seal of the

Company

WITNESS

For M/s.....

(*Contractor's Sub-Vendor)

.....

(Signature Name & Address)

.....

(Official Address)

(Signature of the Authorised

Representative)

Name.....

Designation

Signature of authorized signatory.....

Common Seal of the
Company

WITNESS
Licensor) For M/s
(Collaborator & Technology

.....
(Signature Name & Address) (Signature of the Authorised
Representative)

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

Designation

Common Seal of the Company
.....

Note : Power of Attorney of the person signing on behalf of Collaborator/Technology Licensor,
Contractor and *his sub-vendor is to be furnished by Contractor.

* Bidder/Contractor shall strike out, whichever is not applicable.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING FOR THE COMPLETE WET LIMESTONE
BASED FLUE GAS DESULPHURISATION SYSTEM AS PER CLAUSE *4.25.2/*4.25.3, OF
SUB-SECTION-I-A, PART A, SECTION VI ALONGWITH NOTE 4 OF CLAUSE 4.25.1 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
MEETING THE REQUIREMENTS OF CLAUSE *4.25.2/*4.25.3 OF SUB-SECTION-I-A, PART
A, SECTION VI AND THE COLLABORATOR & TECHNOLOGY LICENSOR (A HOLDING
COMPANY ALONG WITH ITS SUBSIDIARIES) WHO MEETS THE REQUIREMENT OF
CLAUSE 4.25.1 OF SUB-SECTION-I-A, PART A, SECTION VI [AS A QUALIFIED WET
LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM MANUFACTURER
(QFGDM)] FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT**

The DEED OF UNDERTAKING executed this day ofTwo thousand by M/s
..... a Company incorporated under having its
Registered Office at.....(hereinafter called the "Bidder/Contractor", which
expression shall include its successors, administrators, executors and permitted assigns) and

*M/sa Company incorporated underhaving its Registered
Office at(hereinafter called the "Sub-Vendor", which expression shall
include its successors, administrators, executors and permitted assigns) AND

M/s a Holding Company registered under the having its Registered
Office at (hereinafter called the "Collaborator/Technology Licensor/Holding
Company" , which expression shall include its successors, administrators, executors and
permitted assigns),

M/s a Company registered under having its
Registered Office at, M/s a Company
registered under having its Registered Office at
and M/s a Company registered under having its

Signature of authorized signatory.....

Registered Office at (the Subsidiary(ies) of the Collaborator & Technology Licensor who are lending strength/ experience to the Holding Company for meeting the requirements stipulated in clause 4.25.1 of Sub-Section-IA, Part A, Section VI and hereinafter collectively called the "Subsidiary(ies)", which expression shall include its successors, administrators, executors and permitted assigns)

In favour of NTPC Ltd., 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, 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 *4.25.2/*4.25.3 of Sub-Section-IA, Part A, Section VI of bidding documents, it has been specified that bidder who meets the required experience as per clause *4.25.2/*4.25.3 shall also have an ongoing Collaboration agreement / Technology Licensing agreement prior to the date of submission of proposal of sub-vendor, with a Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer), who meets the requirement of clause 4.25.1 of Sub-Section-IA, Part A, Section VI and furnish a Deed of Joint Undertaking as per the requirement of clause no. *4.25.2(c)/ *4.25.3(c) of Sub-Section-IA, Part-A, Section-VI.

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) against the Employer's Bidding Documents.

AND WHEREAS M/s..... (*Bidder/*Contractor/*his sub-vendor) meet the requirements specified at clause no. *4.25.2(a)/*4.25.3(a)(i)/ */4.25.3(a)(ii)/ */4.25.3(a)(iii) of Sub-Section-IA, Part A, Section VI and have an on-going collaboration agreement/technology licensing agreement prior to the date of submission of proposal of sub-vendor, with M/s..... (hereinafter referred to as Collaborator/Technology Licensor) who is a manufacturer of Wet Limestone based Flue Gas Desulphurisation System and meets the requirements as specified in clause no. 4.25.1 of Sub-Section-IA, Part A, Section VI, valid minimum up to the end of the defect liability period of the contract.

Signature of authorized signatory.....

The *Bidder/*Contractor*and *his Sub-Vendor and the Collaborator & Technology Licenser are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for successful performance of the Wet Limestone based Flue Gas Desulphurisation System and be jointly and severally liable to perform all contractual obligations for the Wet Limestone based Flue Gas Desulphurisation System 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 Collaborator & Technology Licenser and the Contractor *and *his Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the design, execution and successful performance of the complete Wet Limestone Based Flue Gas Desulphurisation System and all the contractual obligations including the technical guarantees for the complete Wet Limestone Based Flue Gas Desulphurisation System, as specified under the said Contract(s) to the satisfaction of the Employer.
2. In case of any breach of the Contract committed by the Contractor *and *his Sub-Vendor, we the Collaborator & Technology Licenser do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Wet Limestone Based Flue Gas Desulphurisation System and undertake to carry out all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations stipulated under the Contract. Further, if the Employer sustains any loss or damage on account of any breach of the Contract for the Wet Limestone Based Flue Gas Desulphurisation System, we the Collaborator & Technology Licenser and Contractor *and *his Sub-Vendor 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 Contractor/ *his Sub-Vendor before proceeding against the Collaborator & Technology Licenser nor any extension of time or any relaxation given by the Employer to the Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the 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) We, the Collaborator & Technology Licensor shall be fully responsible for complete engineering, preparation of all designs, design calculations, design documents / drawings and manufacturing drawings for the Absorber including all its internals; preparation of all P&IDs & process flow diagrams; Selection of auxiliaries, and interfacing/ integrating Absorber with their auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of all Absorber and auxiliaries meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract for Wet Limestone based Flue Gas Desulphurisation System.

(b) We, the Collaborator & Technology Licensor shall be specifically responsible for the following:

- (i) Complete design of Absorber including selection/design of Absorber material, lining & all internals; complete mass flow balance as well as design of structural/supporting system including selection of material & accessories etc.
- (ii) Selection of auxiliaries for Wet Limestone based Flue Gas Desulphurisation System including preparation of purchase specification for critical auxiliaries viz Slurry Recirculation pumps, Oxidation Blowers, Wet limestone Grinding mills, Slurry pumps, Agitators, Hydro-cyclones, Vacuum Belt Filters, slurry valves & piping.
- (iii) Design of controls, protections and interlocks for all the auxiliaries for Wet Limestone based Flue Gas Desulphurisation System including Absorber for their safe and reliable operation as integral units with other equipments of the Main Plant.
- (iv) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system including all civil inputs for foundation design, site construction, structural work etc. for Wet Limestone based Flue Gas Desulphurisation System and for their proper interfacing and integration.
- (v) Provide manufacturing/fabrication drawings for absorber including its internals.

Further, we, the Collaborator & Technology Licensor shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection,

Signature of authorized signatory.....

commissioning and performance testing, both at Contractor's/Sub-vendor'' works and/ or at Employer's project site. Without prejudice to the overall responsibilities of the Collaborator & Technology Licensor for successful commissioning and performance of Wet Limestone based Flue Gas Desulphurisation System, the Collaborator & Technology Licensor shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's project site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.

- (c) We, the Collaborator & Technology Licensor will be fully responsible for the quality of manufacture of all equipments/ main assemblies/ components for incorporation in the Wet Limestone based Flue Gas Desulphurisation System.

For the items to be manufactured by the contractor at his/or his vendor's works as per the Collaborator & Technology Licensor design & manufacturing drawings released by us, the Associate / Collaborator shall ensure completeness and correctness of the design, data, document and information in every detail provided to the Contractor which would result in the same quality of equipment as if manufactured at Collaborator & Technology Licensor or its Sub-vendor's works and shall meet Collaborator & Technology Licensor acceptance.

- (d) We the Collaborator & Technology Licensor shall be fully responsible for complete for design, engineering, supply, installation, putting in to satisfactory operation and carrying out the guarantee tests for Wet Limestone Based Flue Gas Desulphurisation System to the satisfaction of the Employer.

Further, the Collaborator & Technology Licensor shall depute their technical experts from time to time to the Contractor's/*his sub-vendor's /Employer's project site as required by the Employer and agreed to by Contractor *and *his Sub-Vendor/ Collaborator & Technology Licensor to facilitate the successful performance of the Wet Limestone Based Flue Gas Desulphurisation System as stipulated in the aforesaid Contract.

- (e) In the event the Collaborator & Technology Licensor and the Contractor *and *his Sub-Vendor fail to demonstrate that the Wet Limestone Based Flue Gas Desulphurisation System meets the guaranteed parameters and demonstration parameters as specified in

Signature of authorized signatory.....

the contract, the Collaborator & Technology Licenser and the Contractor and *and *his Sub-Vendor 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.

- (f) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the Wet Limestone Based Flue Gas Desulphurisation 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 Contractor *and *his Sub-Vendor and Associate/Collaborator.
-
- 4. We, the Contractor *and *his Sub-Vendor and the Collaborator & Technology Licenser 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 Contractor *and *his Sub-Vendor and Collaborator & Technology Licenser 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 furnished by the Contractor, the Collaborator/Technology Licenser*and *Contractor's Sub-Vendor 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 30 Million (Indian Rupees Thirty 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.

Signature of authorized signatory.....

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 Collaborator & Technology Licenser and the Contractor *and *his Sub-Vendor 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 Collaborator & Technology Licenser and the Contractor *and *his Sub-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
(Contractor)

..... (Signature of the Authorised

(Signature Name & Address) Representative)

.....

.....

(Official Address)

Name.....

Signature of authorized signatory.....

Designation

Common Seal of the
Company

WITNESS

For M/s.....

(*Contractor's Sub-Vendor)

.....
(Signature Name & Address)

(Signature of the Authorised
Representative)

.....
(Official Address)

Name.....

Designation

Common Seal of the
Company

WITNESS

For M/s

(Collaborator & Technology Licenser
i.e Holding Company)

Signature of authorized signatory.....

..... (Signature of the Authorised
(Signature Name & Address) Representative)

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

Designation

Common Seal of the Company
.....

WITNESS

For M/s

(SUBSIDIARY 1 OF HOLDING
COMPANY)

..... (Signature of the Authorised
(Signature Name & Address) Representative)

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

Designation

Common Seal of the Company

Signature of authorized signatory.....

.....

WITNESS

For M/s

(SUBSIDIARY 2 OF HOLDING
COMPANY)

.....
(Signature Name & Address)

(Signature of the Authorised
Representative)

.....
(Official Address)

Name.....

Designation

Common Seal of the Company

.....

WITNESS

For M/s

(SUBSIDIARY 3 OF HOLDING
COMPANY)

.....
(Signature Name & Address)

(Signature of the Authorised
Representative)

Signature of authorized signatory.....

.....

(Official Address)

Name.....

Designation

Common Seal of the Company

.....

Note : Power of Attorney of the person signing on behalf of Collaborator/Technology Licensor, Contractor and *his sub-vendor is to be furnished by Contractor.

* Bidder/Contractor shall strike out, whichever is not applicable.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING FOR THE COMPLETE WET LIMESTONE
BASED FLUE GAS DESULPHURISATION SYSTEM AS PER CLAUSE 4.25.4, OF SUB-
SECTION-I-A, PART A, SECTION VI ALONGWITH NOTE 4 OF CLAUSE 4.25.1 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
MEETING THE REQUIREMENTS OF CLAUSE 4.25.4 OF SUB-SECTION-I-A, PART A,
SECTION VI AND THE COLLABORATOR & TECHNOLOGY LICENSOR (A HOLDING
COMPANY ALONG WITH ITS SUBSIDIARIES) WHO MEETS THE REQUIREMENT OF
CLAUSE 4.25.1 OF SUB-SECTION-I-A, PART A, SECTION VI [AS A QUALIFIED WET
LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM MANUFACTURER
(QFGDM)] FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT**

The DEED OF UNDERTAKING executed this day ofTwo thousand by M/s
..... a Company incorporated under having its
Registered Office at.....(hereinafter called the "Bidder/Contractor", which
expression shall include its successors, administrators, executors and permitted assigns) and

*M/sa Company incorporated underhaving its Registered
Office at(hereinafter called the "Sub-Vendor", which expression shall
include its successors, administrators, executors and permitted assigns) AND

M/s a Holding Company registered under the having its Registered
Office at (herein after called the "Collaborator & Technology Licensor/Holding
Company" , which expression shall include its successors, administrators, executors and
permitted assigns),

M/s a Company registered under having its
Registered Office at, M/s a Company
registered under having its Registered Office at
and M/s a Company registered under having its

Signature of authorized signatory.....

Registered Office at (the Subsidiary(ies) of the Collaborator & Technology Licensor who are lending strength/ experience to the Holding Company for meeting the requirements stipulated in clause 4.25.1 of Sub-Section-IA, Part A, Section VI and hereinafter collectively called the "Subsidiary(ies)", which expression shall include its successors, administrators, executors and permitted assigns)

in favour of NTPC Ltd., 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, 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 4.25.4 (b) of Sub-Section-IA, Part A, Section VI of bidding documents, it has been specified that *bidder/*contractor/*his sub-vendor who meets the required experience as per clause 4.25.4 (a) of Sub-Section-IA, Part A, Section VI of bidding documents shall also have an ongoing Collaboration agreement / Technology Licensing agreement prior to the date of submission of proposal of sub-vendor, with a Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer), who meets the requirement of clause 4.25.1 of Sub-Section-IA, Part A, Section VI and furnish a Deed of Joint Undertaking as per the requirement of clause no. 4.25.4(c) of Sub-Section-IA, Part-A, Section-VI.

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) against the Employer's Bidding Documents.

AND WHEREAS M/s..... .(*Contractor/*his sub-vendor) meet the requirements specified at clause no. 4.25.4 of Sub-Section-IA, Part A, Section VI and have an on-going collaboration agreement/technology licensing agreement prior to the date of submission of proposal of sub-vendor, with M/s..... (hereinafter referred to as Collaborator/Technology Licensor) who is a manufacturer of Wet Limestone based Flue Gas Desulphurisation System and meets the requirements as specified in clause no. 4.25.1 of Sub-

Signature of authorized signatory.....

Section-IA, Part A, Section VI, valid minimum up to the end of the defect liability period of the contract. The *Bidder/*Contractor*and *his Sub-Vendor and the Collaborator & Technology Licenser are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for successful performance of the Wet Limestone based Flue Gas Desulphurisation System and be jointly and severally liable to perform all contractual obligations for the Wet Limestone based Flue Gas Desulphurisation System 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 Collaborator & Technology Licenser and the Contractor *and *his Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the design, execution and successful performance of the complete Wet Limestone Based Flue Gas Desulphurisation System and all the contractual obligations including the technical guarantees for the complete Wet Limestone Based Flue Gas Desulphurisation System, as specified under the said Contract(s) to the satisfaction of the Employer.
2. In case of any breach of the Contract committed by the Contractor *and *his Sub-Vendor, we the Collaborator & Technology Licenser do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Wet Limestone Based Flue Gas Desulphurisation System and undertake to carry out all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations stipulated under the Contract. Further, if the Employer sustains any loss or damage on account of any breach of the Contract for the Wet Limestone Based Flue Gas Desulphurisation System, we the Collaborator & Technology Licenser and Contractor *and *his Sub-Vendor 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 Contractor/ *his Sub-Vendor before proceeding against the Collaborator & Technology Licenser nor any extension of time or any relaxation given by the Employer to the Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the 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) We, the Collaborator & Technology Licensor shall be fully responsible for complete engineering, preparation of all designs, design calculations, design documents / drawings and manufacturing drawings for the Absorber including all its internals; preparation of all P&IDs & process flow diagrams; Selection of auxiliaries, and interfacing/ integrating Absorber with their auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of all Absorber and auxiliaries meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract for Wet Limestone based Flue Gas Desulphurisation System.

(b) We, the Collaborator & Technology Licensor shall be specifically responsible for the following:

- (i) Complete design of Absorber including selection/design of Absorber material, lining & all internals; complete mass flow balance as well as design of structural/supporting system including selection of material & accessories etc.
- (ii) Selection of auxiliaries for Wet Limestone based Flue Gas Desulphurisation System including preparation of purchase specification for critical auxiliaries viz Slurry Recirculation pumps, Oxidation Blowers, Wet limestone Grinding mills, Slurry pumps, Agitators, Hydro-cyclones, Vacuum Belt Filters, slurry valves & piping.
- (iii) Design of controls, protections and interlocks for all the auxiliaries for Wet Limestone based Flue Gas Desulphurisation System including Absorber for their safe and reliable operation as integral units with other equipments of the Main Plant.
- (iv) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system including all civil inputs for foundation design, site construction, structural work etc. for Wet Limestone based Flue Gas Desulphurisation System and for their proper interfacing and integration.
- (v) Provide manufacturing/fabrication drawings for absorber including its internals.

Further, we, the Collaborator & Technology Licensor shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection,

Signature of authorized signatory.....

commissioning and performance testing, both at Contractor's/Sub-vendor'' works and/ or at Employer's project site. Without prejudice to the overall responsibilities of the Collaborator & Technology Licensor for successful commissioning and performance of Wet Limestone based Flue Gas Desulphurisation System, the Collaborator & Technology Licensor shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's project site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.

- (c) We, the Collaborator & Technology Licensor will be fully responsible for the quality of manufacture of all equipments/ main assemblies/ components for incorporation in the Wet Limestone based Flue Gas Desulphurisation System and shall ensure that they are manufactured as per the drawings released by us.

For the items to be manufactured by the contractor at his/or his vendor's works as per the Collaborator & Technology Licensor design & manufacturing drawings released by us, the Associate / Collaborator shall ensure completeness and correctness of the design, data, document and information in every detail provided to the Contractor which would result in the same quality of equipment as if manufactured at Collaborator & Technology Licensor or its Sub-vendor's works and shall meet Collaborator & Technology Licensor acceptance.

- (d) We the Collaborator & Technology Licensor shall be fully responsible for complete for design, engineering, supply, installation, putting in to satisfactory operation and carrying out the guarantee tests for Wet Limestone Based Flue Gas Desulphurisation System to the satisfaction of the Employer.

Further, the Collaborator & Technology Licensers shall ensure proper design, manufacture, installation, testing and successful performance of the Wet Limestone Based Flue Gas Desulphurisation System under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Collaborator/Technology Licensers shall advise the Contractor/* his Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (e) In the event the Collaborator & Technology Licensor and the Contractor *and *his Sub-Vendor fail to demonstrate that the Wet Limestone Based Flue Gas Desulphurisation System meets the guaranteed parameters and demonstration parameters as specified in

Signature of authorized signatory.....

the contract, the Collaborator & Technology Licenser and the Contractor and *and *his Sub-Vendor 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.

- (f) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the Wet Limestone Based Flue Gas Desulphurisation 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 Contractor *and *his Sub-Vendor and Associate/Collaborator.
4. We, the Contractor *and *his Sub-Vendor and the Collaborator & Technology Licenser 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 Contractor *and *his Sub-Vendor and Collaborator & Technology Licenser 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 furnished by the Contractor, the Collaborator/Technology Licenser*and *Contractor's Sub-Vendor 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 30 Million (Indian Rupees Thirty 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.

Signature of authorized signatory.....

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 Collaborator & Technology Licenser and the Contractor *and *his Sub-Vendor 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 Collaborator & Technology Licenser and the Contractor *and *his Sub-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
(Contractor)

..... (Signature of the Authorised
(Signature Name & Address) Representative)

.....

.....

(Official Address) Name.....

Designation

Common Seal of the
Company

Signature of authorized signatory.....

WITNESS

For M/s.....

(*Contractor's Sub-Vendor)

.....

(Signature of the Authorised

(Signature Name & Address)

Representative)

.....

(Official Address)

Name.....

Designation

Common Seal of the

Company

WITNESS

For M/s

(Collaborator & Technology Licenser
i.e Holding Company)

.....

(Signature of the Authorised

(Signature Name & Address)

Representative)

.....

(Official Address)

Name.....

Signature of authorized signatory.....

Designation

Common Seal of the Company

.....

WITNESS

For M/s

(SUBSIDIARY 1 OF HOLDING
COMPANY)

.....

(Signature Name & Address)

(Signature of the Authorised

Representative)

.....

(Official Address)

Name.....

Designation

Common Seal of the Company

.....

WITNESS

For M/s

(SUBSIDIARY 2 OF HOLDING
COMPANY)

Signature of authorized signatory.....

.....
(Signature Name & Address) (Signature of the Authorised Representative)

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

Designation

Common Seal of the Company
.....

WITNESS

For M/s

(SUBSIDIARY 3 OF HOLDING COMPANY)

.....
(Signature Name & Address) (Signature of the Authorised Representative)

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

Designation

Common Seal of the Company
.....

Signature of authorized signatory.....

Note : Power of Attorney of the person signing on behalf of Collaborator/Technology Licensor, Contractor and *his sub-vendor is to be furnished by Contractor.

* Bidder/Contractor shall strike out, whichever is not applicable.

Signature of authorized signatory.....

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

--			
*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/Licensing 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:

A. Slurry Recirculation Pumps: We declare that, we/our Sub-Vendor, have manufactured and supplied at least one (1) number of Slurry Recirculation Pumps of minimum 80% of the flow & 100% of the head of the offered Slurry Recirculation Pump, Centrifugal type working in a 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 operating in a Wet Limestone based FGD application in Coal fired power plant	- *Yes/*No
5.	Name of equipment manufacturer & address:	

Signature of authorized signatory.....

6. Date of commission of the equipments:
7. Model no. of the equipment:
8. Brief Technical particulars of the equipments:

Sl. No.	Description	Reference Work

--		
9.	Flow-	m ³ /h
10.	Head-	 meters of liquid column
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

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

- B. Oxidation Blowers:** We declare that, we/our Sub-Vendor, have manufactured and supplied at least one (1) number of Oxidation Blower of minimum 80% of the flow & 100% of the head of the offered Oxidation Blower, Centrifugal/positive displacement type working in FGD application in Coal fired power plant and which has been in successful

Signature of authorized signatory.....

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.	Flow-	Nm ³ /h
11.	Head-	 mmWC
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/ *Drawing from user or *contract document or *scheme or *any ocument in public domain enclosed at annexure....to Attachment-3K

Signature of authorized signatory.....

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

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

- C. Wet limestone Grinding mills:** We declare that, we/our Sub-Vendor, have 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-pulverizing	TPH with

Signature of authorized signatory.....

- | | | |
|-----|--|---|
| | 90% thru | fineness not less than
325mesh |
| 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
ttachment-3K |

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

- D. Slurry Pumps:** We declare that, we/our Sub-Vendor, have 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:

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Sl. No.	Description	Reference Work
---------	-------------	----------------

--

- | | |
|----|---|
| 1. | Name of the reference plant & location: |
|----|---|

Signature of authorized signatory.....

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:

Sl. No.	Description	Reference Work
10.	Flow-	m ³ /h
11.	Head- liquid column	 meters of
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.

Signature of authorized signatory.....

enclosed at
Annexure.....to
Attachment-3K

15. 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.**

- 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.**

- F. Vacuum Belt filters:** We declare that, we/our Sub-Vendor, have manufactured and supplied at least one (1) number of Vacuum Belt filter of minimum 80% of the offered Vacuum Belt filter capacity, Belt 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:	

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.....

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.

Further, *we/*our sub-vendors before resorting to design, engineering, manufacturing of Oxidation Blower 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 Oxidation Blower *we/ *our sub vendor(s) *will create /*have created manufacturing facilities at his works as per collaborator's/licensor'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.

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

***4.00.00 Applicable for Bidder/his sub vendors seeking provenness criteria as per clause no. 4.26.4, Sub section-IA, Part-A of Section-VI.**

4.01.00 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))

4.02.00 We further confirm that details in respect of collaboration / valid licencing agreement for the Wet Grinding Mills between *us/*our sub-vendors, as per 4.01.00 above, and with qualified Wet Grinding Mill manufacturer, who meets the requirement stipulated at clause **4.26.1**, sub-section-I, Part-A, Section-VI are enclosed as per **Annexure-I** to this Attachment. The data in respect of provenness 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)

Further, *we/*our sub-vendors before resorting to design, engineering, manufacturing of Wet Grinding Mill by itself *have sourced /*shall source Wet Grinding Mill 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-

Signature of authorized signatory.....

IA, Part-A, Section-VI. We further confirm that we/ our sub vendor(s) for subsequent units 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 4.01.00 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.

(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. 4.26.5, 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.....

***6.00.00 Applicable for Bidder/his sub vendors seeking provenness criteria as per clause no. 4.26.6, Sub section-IA, Part-A of Section-VI.**

6.01.00 We, hereby confirm that *we/*our sub-vendors is a manufacturer of a manufacturer of Slurry Pumps who meets the requirements stipulated at clause 4.26.1 (d), sub-section-IA, 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)

6.02.00 We further confirm that details in respect of collaboration / valid licencing agreement for the Slurry Recirculation Pumps, between *us/*our sub-vendors, as per 6.01.00 above, and with qualified Slurry Recirculation Pump manufacturer, who meets the requirement stipulated at clause **4.26.1**, sub-section-I, Part-A, Section-VI are enclosed as per **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.

(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 Slurry Recirculation Pumps 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 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 6.01.00 above (if applicable) and the qualified Slurry Recirculation Pumps 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

Signature of authorized signatory.....

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

Signature of authorized signatory.....

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

Signature of authorized signatory.....

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.....

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
*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/Licensing 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:

A. Slurry Recirculation Pumps: We declare that, we/our Sub-Vendor, have manufactured and supplied at least one (1) number of Slurry Recirculation Pumps of minimum 80% of the flow & 100% of the head of the offered Slurry Recirculation Pump, Centrifugal type working in a 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 operating in a Wet Limestone based FGD application in Coal fired power plant	- *Yes/*No
5.	Name of equipment manufacturer & address:	

Signature of authorized signatory.....

6. Date of commission of the equipments:
7. Model no. of the equipment:
8. Brief Technical particulars of the equipments:

Sl. No.	Description	Reference Work
9.	Flow-	m ³ /h
10.	Head-	meters of liquid column
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.**

- B. Oxidation Blowers:** We declare that, we/our Sub-Vendor, have manufactured and supplied at least one (1) number of Oxidation Blower of minimum 80% of the flow & 100% of the head of the offered Oxidation Blower, Centrifugal/positive displacement type working in FGD application in Coal fired power plant and which has been in successful operation for

Signature of authorized signatory.....

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.	Flow-	Nm ³ /h
11.	Head-	 mmWC
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/ *Drawing from user or *contract document or *scheme or *any ocument in public domain enclosed at annexure.....to Attachment-3K

Signature of authorized signatory.....

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.**

- C. Wet limestone Grinding mills:** We declare that, we/our Sub-Vendor, have 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:	

Signature of authorized signatory.....

- | | | |
|-----|--|--|
| 9. | Capacity-pulverizing

90% thru |TPH with

fineness not less than

325mesh |
| 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.**

- D. Slurry Pumps:** We declare that, we/our Sub-Vendor, have 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
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Signature of authorized signatory.....

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:

Sl. No.	Description	Reference Work
10.	Flow-	m ³ /h
11.	Head-liquid column	 meters of
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

Signature of authorized signatory.....

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.**

- 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	

Signature of authorized signatory.....

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

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

F. Vacuum Belt filters: We declare that, we/our Sub-Vendor, have manufactured and supplied at least one (1) number of Vacuum Belt filter of minimum 80% of the offered Vacuum Belt filter capacity, Belt 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:	

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

* 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 euqipment(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 proveneness criteria for the qualified

Signature of authorized signatory.....

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.

Further, *we/*our sub-vendors before resorting to design, engineering, manufacturing of Oxidation Blower 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 Oxidation Blower *we/ *our sub vendor(s) *will create /*have created manufacturing facilities at his works as per collaborator's/licensor'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.

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

***4.00.00 Applicable for Bidder/his sub vendors seeking provenness criteria as per clause no. 4.26.4, Sub section-IA, Part-A of Section-VI.**

4.01.00 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))

4.02.00 We further confirm that details in respect of collaboration / valid licencing agreement for the Wet Grinding Mills between *us/*our sub-vendors, as per 4.01.00 above, and with qualified Wet Grinding Mill manufacturer, who meets the requirement stipulated at clause **4.26.1**, sub-section-I, Part-A, Section-VI are enclosed as per **Annexure-I** to this Attachment. The data in respect of provenness 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)

Signature of authorized signatory.....

Further, *we/*our sub-vendors before resorting to design, engineering, manufacturing of Wet Grinding Mill by itself *have sourced /*shall source Wet Grinding Mill 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 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 4.01.00 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.

(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. 4.26.5, 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.

Signature of authorized signatory.....

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.

***6.00.00 Applicable for Bidder/his sub vendors seeking provenness criteria as per clause no. 4.26.6, Sub section-IA, Part-A of Section-VI.**

6.01.00 We, hereby confirm that *we/*our sub-vendors is a manufacturer of a manufacturer of Slurry Pumps who meets the requirements stipulated at clause 4.26.1 (d), sub-section-IA, 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)

6.02.00 We further confirm that details in respect of collaboration / valid licencing agreement for the Slurry Recirculation Pumps, between *us/*our sub-vendors, as per 6.01.00 above, and with qualified Slurry Recirculation Pump manufacturer, who meets the requirement stipulated at clause **4.26.1**, 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 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.

(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 Slurry Recirculation Pumps 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 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 6.01.00 above (if applicable) and the qualified Slurry Recirculation Pumps 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 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) 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

Signature of authorized signatory.....

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 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

Signature of authorized signatory.....

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 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

Signature of authorized signatory.....

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 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,

Signature of authorized signatory.....

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 (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

Signature of authorized signatory.....

		Common Seal of the Company
1.	WITNESS	*For M/s (*Holding/*Subsidiary Company of 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.

**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 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

Signature of authorized signatory.....

****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 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

Signature of authorized signatory.....

.....(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 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:

Signature of authorized signatory.....

- (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 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

Signature of authorized signatory.....

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 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 of authorized signatory.....

	 (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)
	 (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.....

**EPC PACKAGE FOR
PATRATU SUPER THERMAL POWER STATION EXPANSION PHASE-I
(3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2
(Experience Details - Applicable to all the Bidders)**

Bidder's Name and Address :

To
NTPC Limited
Noida-201301

Details of Provenness for the offered Steam Turbine as per Clause No. 1.0, Sub-Section-I-A, Part-A, Section-VI of Bidding Documents.

S.No.	Item Description	Plant Name	Module No.	Operating Steam parameters i.e. Initial Pre-ssure, Initial Temperature & Reheat Steam Temperature	Date of Commencement of Successful Operation
1.	Provenness of HP Turbine Module				
2.	Provenness of IP Turbine Module				
3.	Provenness of Combined HP and IP Turbine Module (if applicable)				
4.	Provenness of LP Turbine(s) Module				

(Bidder to furnish details of reference turbine module as per Annexure-I to this attachment)

Certified that the offered Steam Turbine Set shall be built up using above proven HP, IP and LP turbine modules of M/s..... (Name of Steam Turbine Manufacturer). The

Signature of authorized signatory.....

Turbine to be supplied under this contract shall be manufactured assembled and tested at (Name of the Factory) where turbine of atleast 500 MW rating have been manufactured in past/the Indian manufacturing company under supervision of (Qualified Steam Turbine Manufacturer).

Certificate(s) from Owner that the aforesaid Steam Turbine Modules are in successful operation for atleast one (1) year prior to the date of Techno-Commercial bid opening and caused no serious problem in past, are furnished alongwith techno-commercial Bid at **Annexure 1 to this Attachment-3K.**

Date	:	(Signature).....
Place	:	(Printed Name).....
		(Designation).....
		(Common Seal).....

Signature of authorized signatory.....

ANNEXURE-I TO ATTACHMENT-3K

Details of Module of the reference Turbine

S.No.	Item Description	Reference module	Offered module
HP Turbine			
1	Type of steam admission (Full arc/ partial arc)		
2	Number of steam admission points		
3	Number of exhausts		
4	Bearing span		
5	Outer casing barrel or not		
6	Steam flow direction (single flow/double flow/opposed flow)		
7	Minimum/Maximum inner casing diameter		
8	Minimum/Maximum outer casing diameter		
IP Turbine			
1	Type of steam admission (Full arc/ partial arc)		
2	Number of steam admission points		
3	Number of exhausts		
4	Bearing span		
5	Steam flow direction (single flow /double flow)		
6	Minimum/Maximum inner casing diameter		

Signature of authorized signatory.....

S.No.	Item Description	Reference module	Offered module
7	Minimum/Maximum outer casing diameter		
LP Turbine			
1	Bearing span		
2	Steam flow direction (single flow /double flow)		
3	Exhaust area provided / maximum possible		

Signature of authorized signatory.....

EPC PACKAGE FOR
PATRATU SUPER THERMAL POWER STATION EXPANSION PHASE-I
(3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2
(Experience Details - Applicable to all the Bidders)

Bidder's Name and Address :

To
NTPC Limited
Noida-201301

Summary of Critical Equipment indicated under clause 3.0 & 4.0, sub-section-I-A, Part-A of Section-VI

Equipment Name	Sub-Vendor Name	Collaborator's Name, if applicable	Seeking Qualification as per clause..... Sub-Section-IA, Part-A of Section-VI
Name of equipment	Name of proposed Sub-Vendor	Name of Proven equipment manufacturer. (If the proposed sub-vendor himself does not meet the provenness criteria)	Clause (i.e. 3.1 or 3.2 or 3.3 of sub-section-IA Section-VI, Part-A) under which Qualification of sub-vendor is sought
Condenser	Sub-vendor- 1		3.1* /3.2* /3.3*
	Sub-vendor- 2		3.1* /3.2* /3.3*
	Sub-vendor- 3		3.1* /3.2* /3.3*
	Sub-vendor- 4		3.1* /3.2* /3.3*
Condensate Extraction Pumps (CEP)	Sub-vendor- 1		3.1* /3.2* /3.3*
	Sub-vendor- 2		3.1* /3.2* /3.3*
	Sub-vendor- 3		3.1* /3.2* /3.3*
	Sub-vendor- 4		3.1* /3.2* /3.3*
Condenser Air	Sub-vendor- 1		3.1* /3.2* /3.3*
	Sub-vendor- 2		3.1* /3.2* /3.3*
Evacuation Pump	Sub-vendor- 3		3.1* /3.2* /3.3*
	Sub-vendor- 4		3.1* /3.2* /3.3*

Signature of authorized signatory.....

Name of equipment	Name of proposed Sub-Vendor	Name of Proven equipment manufacturer. (If the proposed sub-vendor himself does not meet the provenness criteria)	Clause (i.e. 3.1 or 3.2 or 3.3 of sub-section-IA Section-VI, Part-A) under which Qualification of sub-vendor is sought
Feed Water Low Pressure Heaters	Sub-vendor- 1 Sub-vendor- 2 Sub-vendor- 3 Sub-vendor- 4		3.1* /3.2* /3.3* 3.1* /3.2* /3.3* 3.1* /3.2* /3.3* 3.1* /3.2* /3.3*
Feed water High Pressure Heaters	Sub-vendor- 1 Sub-vendor- 2 Sub-vendor- 3 Sub-vendor- 4		3.1* /3.2* /3.3* 3.1* /3.2* /3.3* 3.1* /3.2* /3.3* 3.1* /3.2* /3.3*
Deaerator	Sub-vendor- 1 Sub-vendor- 2 Sub-vendor- 3 Sub-vendor- 4		3.1* /3.2* /3.3* 3.1* /3.2* /3.3* 3.1* /3.2* /3.3* 3.1* /3.2* /3.3*
Boiler Feed Pumps (BFP)	Sub-vendor- 1 Sub-vendor- 2 Sub-vendor- 3 Sub-vendor- 4		3.1* /3.2* /3.3* 3.1* /3.2* /3.3* 3.1* /3.2* /3.3* 3.1* /3.2* /3.3*
HP Bypass system	Sub-vendor- 1 Sub-vendor- 2 Sub-vendor- 3 Sub-vendor- 4		3.1* /3.2* /3.3* 3.1* /3.2* /3.3* 3.1* /3.2* /3.3* 3.1* /3.2* /3.3*
LP Bypass system	Sub-vendor- 1 Sub-vendor- 2 Sub-vendor- 3 Sub-vendor- 4		3.1* /3.2* /3.3* 3.1* /3.2* /3.3* 3.1* /3.2* /3.3* 3.1* /3.2* /3.3*

1. If qualification sought as per clause 3.1 then the details of the Bidder / Sub-vendor (manufacturer) shall be filled by the bidder in the format A to F.
2. If the qualification sought as per the clause 3.2, then the details of Bidder / proposed Sub- vendor (i.e manufacturer of such equipments for at least 200MW unit rating) shall be filled individually for each equipment by the bidder in the format A to F and the details of collaborator or technology licensor who meets the requirement stipulated at 3.1 shall also be filled by the bidder in the format A to F separately. Further, in case of qualification vide clause 3.2 a copy of collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such equipment in

Signature of authorized signatory.....

India with the collaborator or technology licensor who meets the requirement stipulated at 3.1, sub-section-IA, Part-A, Section-VI of Bidding Document shall also be furnished.

3. If the qualification sought as per the clause 3.3, 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.

Further, the details of collaborator or technology licensor or technology provider of the qualified equipment manufacturer who meets the requirement stipulated at 3.1, sub-section-IA, Part-A, Section-VI of Bidding Document 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 DJUas per the format attached in Attachment-3K.

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

Signature of authorized signatory.....

**EPC PACKAGE FOR
PATRATU SUPER THERMAL POWER STATION EXPANSION PHASE-I
(3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2**

Bidder's Name and Address :

To
NTPC Limited
Noida-201301

S. No.	Item Description	Installation-1
1.00.00	Details of manufacturer of equipment for units of atleast 500 MW rating as per clause 3.2 of Sub-Section-I-A, Section-VI, Part-A.	
1.01.01	Name and Address of Sub-Vendor	
1.01.02	Name and Address telephone No. & Fax No. of responsible persons of the Sub-Vendor	
1.01.03	Name of the equipment to be supplied by the Sub-Vendor	
1.02.00	Details of Reference Plant	
1.02.01	Name of the Station and its Location	
1.02.02	Client Name and its Address, Fax No. & Tel.Nos.	
1.02.03	Name and Designation of the responsible person in Client's Organisation	
1.02.04	Contract No. & Date	
1.02.05	Capacity in MW of Unit and no. of Units	
1.02.06	Starting Date of Work/ Date of Order	

Signature of authorized signatory.....

S. No.	Item Description	Installation-1
1.02.07	Scheduled Date of Completion	
1.02.08	Actual Date of Completion	
1.02.09	Date of Commissioning of System/Package	
	Whether the system/equipments are in successful operation prior to the date of techno-commercial bid opening	Yes/No
1.02.10	Date of Commencement of Successful Operation	
1.02.11	Brief Scope of Work	
1.02.12	M/s (Name of the Sub-vendor) is a regular manufacturer of (Name of the equipment) for units of atleast 500 MW rating	Yes/No
1.02.13	Certificate from such Owner that aforesaid equipment has been supplied by the sub-vendor and is running satisfactorily prior to the date of techno-commercial bid opening is enclosed to this Attachment at Annexure.....	Yes/No
1.02.14	The proposed sub-vendor M/s. has a collaboration/valid licensing agreement for design, engineering, manufacturing, supply of (Name of the equipment) in India with M/s (Name of Collaborator) who meets the requirement at clause no. 3.1 of sub-section-IA, Part-A, Section-VI & the relevant details are furnished at relevant Attachment (as applicable)	Yes/No
	Also the copy of Collaboration/Licensing agreement is enclosed to this Attachment at Annexure.....	Yes/No

Signature of authorized signatory.....

S. No.	Item Description	Installation-1
2.00.00	Details of Subsidiary/JV Company proposed for manufacturing of critical equipment as per Clause 3.3 of Sub-section-1A, Section-VI, Part-A	
2.01.00	Name and Address with Telephone Number of the Indian Subsidiary / JV Company proposed for manufacturing of (Name of the equipment).	
2.02.00	Name and Address with Telephone No. of the promoter(s) of the Subsidiary/ JV Company	
2.03.00	% of the Equity held by the promoter(s)	
2.04.00	Equity lock in period (from the date of incorporation of JV/Subsidiary Company)	
2.05.00	Name and Address with Telephone No. of a promoter of Subsidiary / JV Company formed at 2.01.00 above who meets the requirement of Clause 3.1 Sub-section-I-A, Section-VI, Part-A (Please furnish experience details as per relevant Attachment 3K)	
2.06.00	M/s. (the subsidiary/ JV Company) has a collaboration or valid licensing agreement with M/s (subsidiary/JV promotor) for design, Engineering, Manufacturing & Supply of (Name of the equipment) in India. Also the copy of Collaboration/Licensing agreement is enclosed to this Attachment at Annexure.....	Yes/No

Signature of authorized signatory.....

S. No.	Item Description	Installation-1
2.07.00	If equity held by the Qualified Equipment Manufacturer (as per clause 3.1)	
2.08.00	Whether equity held directly or indirectly ?	
2.09.00	If indirectly then furnish the relationship tree alongwith all relevant subsidiaries and holding company	
2.10.00	Please furnish the committment for lock in period as per requirement	
2.11.00	Certified that DJU and Bank Guarantee shall be furnished as per format enclosed in the Bidding document meeting the requirement ?	
2.12.00	Bidder to furnish documentary evidence in support of above data	

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

EPC PACKAGE FOR
PATRATU SUPER THERMAL POWER STATION EXPANSION PHASE-I
(3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2
(Experience List of Bidder - Applicable to all the Bidders)

Bidder's Name and Address :

To
Contract Services-IV
NTPC Limited
Noida-201301

3.00.00 Details of manufacturer of proven equipments.

S. No.	Item Description	Station-I
A.	CONDENSER	
1.00.00	Name, Address & Telephone No. of the manufacturer	
1.01.00	Name of the Station and its Location	
1.02.00	Client Name and its Address, Fax No. & Tel.Nos.	
1.03.00	Name and Designation of the responsible person in Client's Organisation	
1.03.00	Contract No. & Date	
1.04.00	Capacity in MW of Unit and no. of Units	
1.05.00	Starting Date of Work/ Date of Order	
1.06.00	Scheduled Date of Completion	
1.07.00	Actual Date of Completion	
1.08.00	Date of Commissioning of System/Package	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.09.00	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.10.00	Date of Commencement of Successful Operation	
1.11.00	Brief Scope of Work	
1.12.00	Brief Technical Particulars of the System/Package/Equipments :	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) Type : Direct Air Cooled, Forced cooling, Single Row type	Yes/No
	(iv) Design Standard	
	(v) Rated Heat Load (G Kal/hr.)	
	(vi) Design Ambient Temperature	
	(vii) Max Ambient Temperature (Design)	
	(viii) Condenser Pressure [mm of Hg(a)]	
	(ix) Overall Heat Transfer Coefficient (Kcal/hr sq.m. deg.C)	
	(x) Surface Area (sq.m.)	
	(xi) ACC height	
	(xii) No. of fans	
	(xiii) Floor area (width x length)	
	(xiv) KW rating of each fan	
	(xv) Location w.r.t A-row	
	(xvi) Arrangement of modules	

Signature of authorized signatory.....

(xvii) Tube Material

S. No.	Item Description	Station-I
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(xviii) ACC Make

(xix) Tube type

(xx) Type of condenser support

1.13.00	Is these condenser(s) are running with steam turbine generator sets	Yes/No
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B. CONDENSATE EXTRACTION PUMP

1.00.00	Name Address and Telephone No. of the manufacturer
---------	--

1.01.00	Name of the Station and its Location
---------	--------------------------------------

1.02.00	Client Name and its Address, Fax No. & Tel. Nos.
---------	--

1.03.00	Name and Designation of the responsible person in Client's Organisation
---------	---

1.04.00	Contract No. & Date
---------	---------------------

1.05.00	Capacity in MW of Unit and no. of Units
---------	---

1.06.00	Starting Date of Work/Date or Order
---------	-------------------------------------

1.07.00	Scheduled Date of Completion
---------	------------------------------

1.08.00	Actual Date of Completion
---------	---------------------------

1.09.00	Date of Commissioning of System/Package
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1.10.00	Whether the System/Equipments are in successful operation for a minimum period of one (1) year	Yes/No
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Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.11.00	Date of Commencement of Successful Operation	
1.12.00	Brief Scope of Work	
1.13.00	Brief Technical Particulars of the System/Package/Equipments :	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) Make / Model No.	
	(iv) Rated Flow (T/hr)	
	(v) Rated Head (kg/cm ² (abs)	
	(vi) Rated Speed (rpm)	
	(vii) KW Rating of Motor	
	(viii) No. CEP(s) per Unit	
	(ix) Pump Efficiency	
	(x) Type	
	- Vertical/Horizontal	
	- Cannister with double suction first stage impeller	
	(xi) Whether drip pumps are used in Turbine cycle ?	Yes/No
1.14.00	Are these CEPs running with Steam Turbine Generator Sets	Yes/No

Signature of authorized signatory.....

S. No.	Item Description	Station-I
C.	FEED WATER HEATERS (LOW PRESSURE HEATERS HIGH PRESSURE HEATERS AND DEAERATOR)	
	1. H.P Heaters	
1.00.00	Name, Address and Telephone No. of the manufacturer	
1.01.00	Name of the Station and its Location	
1.02.00	Client Name and its Address, Fax No. & Tel. Nos.	
1.03.00	Name and Designation of the responsible person in Client's Organisation	
1.04.00	Contract No. & Date	
1.05.00	Capacity in MW of Unit and No. of Units	
1.06.00	Starting Date of Work/Date of Order	
1.07.00	Scheduled Date of Completion	
1.08.00	Actual Date of Completion	
1.09.00	Date of Commissioning of System/Package	
1.10.00	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.11.00	Date of Commencement of Successful Operation	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.12.00	Brief Scope of Work	
1.13.00	Brief Technical Particulars of the System/Package/Equipments :	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) No. of HP Heaters	
	(iv) Type of HP Heaters	
	(a) Horizontal/Vertical	
	(b) U-Tube/Straight Tube/ Spiral, etc.	
	(c) Tube Material	
	(d) Type of Tubes (Seamless/Welded)	
	(e) Whether Integral Desuperheating, Condensing and Drain Cooling Zones are provided	(Yes/No)
	(f) Whether 50% or 100% HP Heaters	
	(v) Rated Feed Water Flow for each string (T/hr) (Indicate for each HP heater)	
	(vi) Tube Side Design and Operating Pressure (ata)	
	(vii) Make	
1.14.00	Whether the heaters are operating for Steam Turbine Generator Sets	Yes/No

Signature of authorized signatory.....

S. No.	Item Description	Station-I
2. L.P. Heaters		
1.00.00	Name, Address & Telephone No. of manufacturer	
1.01.00	Name of the Station and its Location	
1.02.00	Client Name and its Address, Fax No. & Tel. Nos.	
1.03.00	Name and Designation of the responsible person in Client's Organisation	
1.04.00	Contract No. & Date	
1.05.00	Capacity in MW of Unit and No. of Units	
1.06.00	Starting Date of Work/Date of Order	
1.07.00	Scheduled Date of Completion	
1.08.00	Actual Date of Completion	
1.09.00	Date of Commissioning of System/Package	
1.10.00	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.11.00	Date of Commencement of Successful Operation	
1.12.00	Brief Scope of Work	
1.13.00	Brief Technical Particulars of the System/Package/Equipments :	
	(i) Designed by	

Signature of authorized signatory.....

(ii) Manufactured by		
S. No.	Item Description	Station-I
(iii) No. of LP Heaters		
(iv) Type of LP Heaters		
	(a) Horizontal/Vertical	
	(b) U-Tube / Straight Tube/ Spiral etc.	
	(c) Tube Material	
	(d) Type of Tubes (Seamless/Welded)	
	(e) Whether Condensing and Drain Cooling Zones are provided	(Yes/No)
	(v) Rated Feed Water Flow (T/hr) (Indicate for each heater)	
	(vi) Tube Side Design and Operating Pressure (ata)	
	(vii) Make	
1.14.00	Are these LP Heaters running with Steam Turbine Generator Sets	Yes/No

3. DEAERATORS

1.00.00	Name, Address and Telephone Number of manufacturer
1.01.00	Name of the Station and its Location
1.02.00	Client Name and its Address, Fax No. & Tel.Nos.
1.03.00	Name and Designation of the responsible person in Client's Organisation

Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.04.00	Contract No. & Date	
1.05.00	Capacity in MW of Unit and no. of Units	
1.06.00	Starting Date of Work/Date of Order	
1.07.00	Scheduled Date of Completion	
1.08.00	Actual Date of Completion	
1.09.00	Date of Commissioning of System/Package	
1.10.00	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.11.00	Date of Commencement of Successful Operation	
1.12.00	Brief Scope of Work	
1.13.00	Brief Technical Particulars of the System/Package/Equipments	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) Type of Deaerator	
	(a) Whether Direct Contact Type	Yes/No
	(b) Horizontal/Vertical	
	(iv) Spray Type/Spray cum Tray Type	
	(v) Oxygen Level at Deaerator Outlet (cc/litre)	

Signature of authorized signatory.....

(vi) Feed Water Flow from
Deaerator (T/hr)

S. No.	Item Description	Station-I
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(vii) Storage Capacity (Cu.m.)

(viii) Design Pressure [Kg/sq.cm(g)]

(ix) Make

1.14.00 Is this Deaerator running with
Steam Turbine Generator Sets Yes/No

D. BOILER FEED PUMPS

1.00.00 Name, Address and Telephone No.
of manufacturer

1.01.00 Name of the Station and
its Location

1.02.00 Client Name and its Address,
Fax No. & Tel. Nos.

1.03.00 Name and Designation of
the responsible person in
Client's Organisation

1.04.00 Contract No. & Date

1.05.00 Capacity in MW of Unit
and No. of Units

1.06.00 Starting Date of Work/
Date of Order

1.07.00 Scheduled Date of Completion

1.08.00 Actual Date of Completion

1.09.00 Date of Commissioning
of System/Package

1.10.00 Whether the System/Equipments
are in Successful Operation for a
minimum period of one (1) year Yes/No

Signature of authorized signatory.....

1.11.00 Date of Commencement of
Successful Operation

S. No.	Item Description	Station-I
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1.12.00 Brief Scope of Work

1.13.00 Brief Technical Particulars of
the System/Package/Equipments

- (i) Designed by
- (ii) Manufactured by
- (iii) Make / Model No.
- (iv) No. of TDBFPs/MDBFP
per TG Unit
- (v) Rated Flow per Pump (T/hr)
- (vi) Rated TDH kg/cm² (abs)
- (vii) Speed (rpm)
- (viii) KW Rating of Motor
- (ix) Pump Efficiency
- (x) Head Developed per stage
- (xi) Type
 - Horizontal
 - Centrifugal
 - Multistage
 - Outer casing barrel type
with end rotor removal

1.14.00 Are the BFPs running with supercritical
Steam Turbine Generator Sets Yes/No

Signature of authorized signatory.....

S. No.	Item Description	Station-I
E.	HP-LP BYPASS SYSTEM	
	1. HP Bypass System	
1.01.00	Name, Address and Telephone No. of manufacturer	
1.02.00	Name of the Station and its Location	
1.03.00	Client Name and its Address, Fax No. & Tel. Nos.	
1.04.00	Name and Designation of the responsible person in Client's Organisation	
1.05.00	Contract No. & Date	
1.06.00	Capacity in MW of Unit and No. of Units	
1.07.00	Starting Date of Work/Date of Order	
1.08.00	Scheduled Date of Completion	
1.09.00	Actual Date of Completion	
1.10.00	Date of Commissioning of System/Package	
1.11.00	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.12.00	Date of Commencement of Successful Operation	
1.13.00	Brief Scope of Work	
1.14.00	Brief Technical Particulars of the System/Package/Equipments	
	(i) Designed by	
	(ii) Manufactured by	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
	(iii) BMCR of Boiler (T/hr)	
	(iv) No. of Valves per Unit	
	(v) Type/Size	
	(vi) Rated Steam Flow through each HP Bypass Valve (T/hr)	
	(vii) Rated Steam Parameters	
	(a) Steam Pressure at Inlet/Outlet [Kg/sq.cm. (g)]	
	(b) Steam Inlet/Outlet Temp. (deg.C)	
	(viii) Design Spray Water Flow (T/hr)	
	(ix) Spray Water Press/Temp. (ata/deg.)	
	(x) Type of Actuator	
	(xi) Control System designed by and manufactured by	
	(xii) Location of Valves	
	(xiii) Make / Model No.	
1.15.00	Is this HP Bypass system running with Supercritical Steam Turbine Generator Sets	Yes/No
2. LP Bypass System		
1.01.00	Name, Address, Telephone Number of manufacturer	
1.02.00	Name of the Station and its Location	
1.03.00	Client Name and its Address, Fax No. & Tel. Nos.	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.04.00	Name and Designation of the responsible person in Client's Organisation	
1.05.00	Contract No. & Date	
1.06.00	Capacity in MW of Unit and No. of Units	
1.07.00	Starting Date of Work/Date of Order	
1.08.00	Scheduled Date of Completion	
1.09.00	Actual Date of Completion	
1.10.00	Date of Commissioning of System/Package	
1.11.00	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.12.00	Date of Commencement of Successful Operation	
1.13.00	Brief Scope of Work	
1.14.00	Brief Technical Particulars of the System/Package/Equipments	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) No. of Valves per Unit	
	(iv) Type/Size	
	(v) Rated Steam Flow through each LP Bypass Valve (T/hr)	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
	(vi) Rated Steam Parameters	
	(a) Steam Pressure at Inlet/Outlet [Kg/sq.cm. (g)]	
	(b) Steam Inlet/Outlet Temp. (deg.C)	
	(vii) Design Spray Water Flow (T/hr)	
	(viii) Spray Water Press/Temp. (ata/deg.)	
	(ix) Type of Actuator	
	(x) Control System designed by and manufactured by	
	(xi) Whether actuation is by Governing Oil System or not	
	(xii) Make / Model No.	
1.15.00	Is this LP Bypass system running with Steam Turbine Generator Sets	Yes/No
F.	CONDENSER AIR EVACUATION PUMPS	
1.01.00	Name, Address, Telephone No. of manufacturer	
1.02.00	Name of the Station and its Location	
1.03.00	Client Name and its Address, Fax No. & Tel.Nos.	
1.04.00	Name and Designation of the responsible person in Client's Organisation	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.05.00	Contract No. & Date	
1.06.00	Capacity in MW of Unit and No. of Units	
1.07.00	Starting Date of Work/ Date of Order	
1.08.00	Scheduled Date of Completion	
1.09.00	Actual Date of Completion	
1.10.00	Date of Commissioning of System/Package	
1.11.00	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.12.00	Date of Commencement of Successful Operation	
1.13.00	Brief Scope of Work	
1.14.00	Brief Technical Particulars of the System/Package/Equipments :	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) Type (Liquid Ring Type or any other type)	
	(iv) Make / Model No.	
	(v) Number per T.G. Unit	
	(vi) Rated free Dry Air Capacity in SCFM [at 25.4 mm Hg (abs) Suction Pressure at 21.1°C] of each Pump	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
	(vii) Hogging Capacity of each Pump (at 254mm Hg (abs) Suction Pressure in SCFM	
	(viii) I.T.D. (deg.C)	
	(ix) Temp. of Cooling Water to Vacuum Pump Heat Exchanger (deg.C)	
	(x) Type of Heat Exchanger (Shell & Tube Type/Plate Type)	
	(xi) No. of Stages	
	(xii) Whether Air Ejector is provided or not	
	(xiii) Impeller Material	
	(xiv) Casing Material	
1.15.00	Are these Condenser Air Evacuation Pumps running with Steam Turbine Generator Sets	Yes/No
Not used.		
3.02.00	TURBINE HALL EOT CRANES (Refer Cl. 4.15, sub-section-IA, Part-A, Section-VI of Bid Documents)	
1.00.00	Name, Address and Telephone No. of manufacturer	
1.01.00	Name of the station and its location	
1.01.01	Client name and its address Fax No. & Tel. No.	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.01.02	Name and Designation of the responsible person in client's organisation	
1.01.03	Contract No. & Date	
1.01.04	Capacity in MW of Unit and No. of Units	
1.01.05	Starting date of work/Date of work	
1.01.06	Schedule date of completion	
1.01.07	Actual date of completion	
1.01.08	Date of Commissioning of System/Package	
1.01.09	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.01.10	Date of Commencement of Successful Operation	
1.01.11	Brief Scope of Work	
1.01.12	Brief Technical Particulars of the system/Package/equipment:	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) Erected by	
	(iv) Commissioned by	
	(v) Main hoist capacity (T)	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
(vi)	Aux. hoist capacity (T)	
vii)	Span (m)	
viii)	Make	

*** Bidder to strike out whichever is not applicable**

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

PROVENNESS OF INDUCED DRAUGHT COOLING TOWERS

I. (A) Details of Induced draught Cooling Towers (as per clause 4.2.1.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents)

In support of Sub-Qualifying Requirements of Clause 4.2.1.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Document, we confirm that We/our Sub-vendor have designed by itself, constructed and commissioned at least one (1) number of Induced Draft Cooling tower in RCC construction, of capacity not less than 13,000 Cu.M/Hr which has been in successful operation for at least one (1) year.

We/our Sub-vendor further confirm that the reference cooling tower is of the same type, i.e. cross flow type cooling tower or counter flow type cooling tower as is being offered by us/our sub-vendor.

We/our sub-vendor also confirm that "design by itself" means that tower(s) of reference plant have been designed by ours or our sub-vendor's own engineers.

The details of the reference cooling tower is furnished below:

Sl. No.	Description/Details	Plant
1.	Description of Work and Name of Client	.....
2.	Location/Address of the Plant/works	.....
3.	Address of the Client (including Contact Person Name, Telephone No, e-mail etc.)	.....
4.	No. of Cooling Towers	.....
5.	Capacity of each Cooling Tower (Cu.M/hr.)	.....
6.	Type of Cooling Towers	.....
7.	Type of Construction	.....
8.	Whether scope of works included	
	(a) Design of Cooling Towers by Bidder/its Sub-vendor	YES*/NO*

Signature of authorized signatory.....

Sl. No.	Description/Details	Plant
	(b) Construction of Cooling towers	YES*/NO*
	(c) Commissioning of Cooling towers	YES*/NO*
9.	Date of Commissioning of the Cooling tower	
10.	Certificate from client to substantiate Bidder's QR data is enclosed at Annexure to this Attachment-3K	YES*/NO*
11.	Whether the reference cooling tower at sl. No. 1 is designed by the bidder's own engineers	YES*/NO*
12.	Whether the reference cooling tower at sl. No. 1 is designed by Sub-vendor's own engineers	YES*/NO*
13.	Whether Documentary evidence/ certificate(s) from client enclosed for the above data	Yes* / No*

● * Strike off whichever is not applicable.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

I.(B)

In terms of clause no. 4.2.1.2 of Sub-Section-I A, Part-A of Section-VI, we/our sub-vendor confirm that, we/our sub-vendor has designed by itself, constructed and commissioned at least one (1) number Forced Draught/Natural Draught RCC Cooling Tower, of capacity not less than 13,000 Cu.M/Hr and associated for this bid with a Party who in turn fully meets the requirements stipulated at 4.2.1.1 of Sub-Section-IA, Part-A, Section-VI above as per following details:

We/our Sub-vendor further confirm that the reference cooling tower is of the same type, i.e. cross flow type cooling tower or counter flow type cooling tower as is being offered by us/our sub-vendor.

We/our sub-vendor also confirm that "design by itself" means that tower(s) of reference plant have been designed by ours or our sub-vendor's own engineers.

The details of the reference cooling tower is furnished below :

Sl. No.	Description/Details	Plant
1.	Description of Work and Name of Client	.....
2.	Location/Address of the Plant/works	.....
3.	Address of the Client (including Contact Person Name, Telephone No, e-mail etc.)	.....
4.	No. of Cooling Towers	.....
5.	Capacity of each Cooling Tower (Cu.M/hr.)	.....
6.	Type of Cooling Towers	.....
7.	Type of Construction	.....
8.	Whether scope of works included	
	(a) Design of Cooling Towers by Bidder/its Sub-vendor	YES*/NO*

Signature of authorized signatory.....

Sl. No.	Description/Details	Plant
	(b) Construction of Cooling towers	YES*/NO*
	(c) Commissioning of Cooling towers	YES*/NO*
9.	Date of Commissioning of the Cooling tower	
10.	Certificate from client to substantiate Bidder's QR data is enclosed at Annexure to this Attachment-3K	YES*/NO*
11.	Whether the reference cooling tower at sl. No. 1 is designed by the bidder's own engineers	YES*/NO*
12.	Whether the reference cooling tower at sl. No. 1 is designed by Sub-vendor's own engineers	YES*/NO*
13.	Whether Documentary evidence/ certificate(s) from client enclosed for the above data	Yes* / No*

● * Strike off whichever is not applicable.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

Signature of authorized signatory.....

Details of Associate:

In support of qualifying requirements of Clause 4.2.1.2 of Sub-Section-IA, Part-A of Section-VI Technical Specification, we purpose to associate with M/s. We confirm that our Associate, have designed by itself, constructed and commissioned at least one (1) number of Induced Draft Cooling tower in RCC construction, of capacity not less than 13,000 Cu.M/Hr which has been in successful operation for at least one (1) year.

We/our Sub-vendor further confirm that the reference cooling tower by our associate is of the same type, i.e. cross flow type cooling tower or counter flow type cooling tower as is being offered by us/our sub-vendor.

We/our sub-vendor also confirm that "design by itself" means that tower(s) of reference plant have been designed by associate's own engineers.

The details of the reference cooling tower is furnished below :

Sl. No.	Description/Details	Plant
1.	Description of Work and Name of Client	.....
2.	Location/Address of the Plant/works	.....
3.	Address of the Client (including Contact Person Name, Telephone No, e-mail etc.)	.....
4.	No. of Cooling Towers	.....
5.	Capacity of each Cooling Tower (Cu.M/hr.)	.....
6.	Type of Cooling Towers	.....
7.	Type of Construction	.....
8.	Whether scope of works included	
	(a) Design of Cooling Towers by Associate	YES*/NO*
	(b) Construction of Cooling towers	YES*/NO*
	(c) Commissioning of Cooling towers	YES*/NO*

Signature of authorized signatory.....

Sl. No.	Description/Details	Plant
9.	Date of Commissioning of the Cooling tower	
10.	Certificate from client to substantiate Bidder's QR data is enclosed at Annexure to this Attachment-3K	YES*/NO*
11.	Whether the reference cooling tower at sl. No. 1 is designed by the Associate's own engineers	YES*/NO*
12.	Whether Documentary evidence/ certificate(s) from client enclosed for the above data	Yes* / No*

● * Strike off whichever is not applicable.

Date	:	(Signature).....
Place	:	(Printed Name).....
		(Designation).....

Signature of authorized signatory.....

FORM OF DEED OF JOINT UNDERTAKING

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY CONTRACTOR,
*SUB-VENDOR (IF APPLICABLE) AND THE ASSOCIATE AS PER TECHNICAL
SPECIFICATION, SECTION-VI
FOR SUCCESSFUL PERFORMANCE OF INDUCED DRAUGHT
COOLING TOWERS FOR PATRATU STPS (3 X 800 MW)**

This DEED of JOINT UNDERTAKING executed this..... day
of Two thousand by M/s
..... a Company meeting the requirement of clause 4.2.1.1, Sub-
section-IA, Part-A, Section-VI of bidding document, incorporated under
..... having its Registered Office at
..... (hereinafter called the "ASSOCIATE", which
expression shall include its successors, administrators, executors and permitted assigns) And

M/s a company meeting the requirement of clause 4.2.1.2,
Sub-section-IA, Part-A, Section-VI of bidding document and registered under the
..... having its registered office at.....
(hereinafter called the *Bidder/Contractor, which expression shall include its successors,
administrators, executors and permitted assigns) And

*M/s (*Sub-vendor) a company meeting the requirement of clause
4.2.1.2, Sub-section-IA, Part-A, Section-VI of bidding document and registered under the
..... having its registered officer at (hereinafter called the "Sub-vendor")

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 - 110 003, 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, Inspection,
Testing at works, Supply, Transportation to site, Construction, Installation, Testing &
Commissioning and Conductance of Guarantee Tests for the EPC Package for Patratu STPS (3
x 800 MW). [hereinafter referred to as "Plant"] vide its Bidding Document No. : CS-9585-001-2,
which interalia include Induced Draught Cooling Towers.

AND WHEREAS Item 4.2.1.2, Sub-Section-IA, Part-A, Section-VI of Bidding Documents
stipulates that Bidder/Contractor/*Sub-vendor (if applicable) can participate, who has designed
by itself, constructed and commissioned atleast one (1) number Forced Draught/Natural
Draught RCC Cooling Towers, of capacity not less than 13,000 M³/hr. and associates with a
party who fully meets the requirements of clause 4.2.1.1, Sub-Section-IA, Part-A, Section-VI of
Bidding Documents.

AND WHEREAS M/s..... (Bidder) is entitled to bid under Item 4.2.1.2,
Sub-Section-IA, Part-A, Section-VI, provided the Bidder/its Sub-vendor (if applicable) and its

Signature of authorized signatory.....

qualified Associate give an undertaking that they shall be held jointly and severally liable / responsible to the Employer for the successful design of Induced Draught Cooling Towers as per the Bidding Documents in the event the bid is accepted by the Employer resulting in a Contract (hereinafter called the 'Contract').

WHEREAS M/s (Bidder/Contractor) has submitted its Proposal in response to the aforesaid Invitation For Bid (IFB) by the Employer bearing proposal No..... dated for EPC Package for Patratu Super Thermal Power Station (3 X 800 MW) against the Employer's above specifications.

AND WHEREAS M/s..... [Bidder/*Sub-Vendor (as applicable)] itself do not meet the requirements of clause 4.2.1.1 of Sub-Section-IA, Part-A, Section-VI and in order to fully meet the requirements of clause 4.2.1.1 of Sub-Section-IA, Part-A, Section-VI, desires to associate with M/s..... [hereinafter referred to as Associate] who meets the requirement of clause 4.2.1.1 of Sub-Section-IA, Part-A, Section-VI and the Bidder, *Sub-Vendor (if applicable) and the Associate are required to jointly execute and furnish at the time of placement of order by the Bidder/Contractor on the approved sub-vendor, an irrevocable Deed of Joint Undertaking and be jointly and severally liable to the Employer for successful design of the Induced Draught Cooling Towers under the Contract for which the Associate is associated for EPC Package of Patratu STPS(3 x 800 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 and the Contractor and the Sub-Vendor (if applicable), do hereby declare and undertake that we shall be jointly and severally liable to the Employer for the successful design of the Induced Draught Cooling Towers and establishing Technical Guarantees.
2. This is without prejudice to any rights of the Employer against the Contractor/*his-Sub-vendor (if applicable), under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor/*Sub-vendor (if applicable) before proceeding against the Associate (with respect to obligations and responsibilities of the Associate covered under this Deed of Joint Undertaking), nor any extension of time or any relaxation given by the Employer to the Contractor/*Sub-vendor, would prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate.
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) We, the Associate will be fully responsible for Design & Engineering and extending all necessary support for carrying out execution of Induced Draught Cooling Towers to the satisfaction of the Employer.

Further, the Associate shall provide as a minimum the complete Thermal and Structural Design of Induced Draught Cooling Towers including Fill arrangement.

Signature of authorized signatory.....

Further the Associate shall depute their technical experts from time to time to the Contractor's /*Sub-vendor's works/ Employer's project site as required by Employer and agreed to by the Contractor/*Sub-vendor to facilitate the successful performance of the Induced Draught Cooling Towers as stipulated in the aforesaid Contract.

Further the Associate shall provide support to Contractor/*Sub-vendor to ensure proper design, engineering of the Induced Draught Cooling Towers and associated equipment in accordance with the Contract specifications and if necessary, the Associate shall advise the Contractor/*Sub-vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

4. We, the Contractor/*Sub-vendor and Associate do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till the expiry of ninety (90) days after the end of the defect liability period of the Plant 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 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 3.4 Million (Indian Rupees Three million four hundred thousand only)** 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 Induced Draught Cooling Towers 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 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 Delhi shall have exclusive jurisdiction.
7. We, the Associate and the Contractor/*Sub-vendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract 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 the successful completion of Contract and till the Employer discharges it.

Signature of authorized signatory.....

8. 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 Associate/Collaborator and the Contractor/*Sub-vendor, through their authorised representatives, have executed these present and affixed common seals of their respective companies on the Day, Month & Year first mentioned above.

Witness :

- | | | |
|----|---|---|
| 1. |
(Name in Block Letters)

.....
(Official Address) | For M/s
(Associate/Collaborator) |
| | |
(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, Bidder/Contractor and * Sub-vendor (if applicable)

Signature of authorized signatory.....

- 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 a Bank as per provisions of Section-V (SCC) of the Bidding Documents.
 - 3) *Sub-vendor : Contractor shall strikeout if not applicable.

Bidder/its Sub-vendor should have designed by itself, erected and commissioned at least one (1) number Induced Draught Cooling Tower in pultruded Fibre glass Reinforced Plastic (FRP) Construction of capacity not less than 13000 m³/hr which should have been in successful operation for at least one (1) year.

The reference cooling tower should be of the same type i.e. cross flow type cooling tower or counter flow type cooling tower as is being offered by the Bidder.

- 4.2.2.2 Bidder/its Sub-vendor who do not fulfill the requirement in clause 4.2.2.1 above, can also participate provided the Bidder/its Sub-vendor has designed by itself, constructed and commissioned at least one (1) number Induced Draught/Forced Draught Cooling Tower of capacity not less than 13,000 m³/hr and associates/collaborates with a party fully meeting the requirements of clause 4.2.2.1 above.

In such a case, the Bidder shall be required to furnish a Deed of Joint Undertaking(s) (DJU) jointly executed by the Bidder, its sub-vendor (if applicable) and the Collaborator(s)/Associate(s) and each executant of DJU shall be jointly and severally liable to the Employer for successful performance of FRP Induced draught Cooling Towers, as per the format enclosed with the bidding documents. The Deed of Joint Undertaking(s) (DJU) should be submitted at the time of placement of order on approved sub-vendor. In such a case, the Collaborator(s)/Associate(s) shall be required to furnish an on demand bank guarantee for **INR 3.4 Million (Indian Rupees Three Million Four hundred Thousand only)**

Notes to Clause 4.2.2.1 , 4.2.2.2 above

“design by itself” means that the tower(s) of reference plant must have been designed by the bidder’s or its sub-vendor’s own engineers. Tower(s) designed by consultant/collaborator/associate of the bidder shall not be considered.

Signature of authorized signatory.....

I.(C) Details of FRP Induced draught Cooling Towers (as per clause 4.2.2.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents)

In support of Sub-Qualifying Requirements of Clause 4.2.2.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Document, we confirm that We/our Sub-vendor have designed by itself, erected and commissioned at least one (1) number Induced Draught Cooling Tower in pultruded Fibreglass Reinforced Plastic (FRP) Construction of capacity not less than 13000 m3/hr which should have been in successful operation for at least one (1) year.

We/our Sub-vendor further confirm that the reference cooling tower is of the same type, i.e. cross flow type cooling tower or counter flow type cooling tower as is being offered by us/our sub-vendor.

We/our sub-vendor also confirm that "design by itself" means that tower(s) of reference plant have been designed by ours or our sub-vendor's own engineers.

The details of the reference cooling tower is furnished below:

Sl. No.	Description/Details	Plant
1.	Description of Work and Name of Client	.....
2.	Location/Address of the Plant/works	.....
3.	Address of the Client (including Contact Person Name, Telephone No, e-mail etc.)	.....
4.	No. of Cooling Towers	.....
5.	Capacity of each Cooling Tower (Cu.M/hr.)	.....
6.	Type of Cooling Towers	.....
7.	Type of Construction	.....
8.	Whether scope of works included	
(a)	Design of Cooling Towers by Bidder/its Sub-vendor	YES*/NO*
(b)	Erection of Cooling towers	YES*/NO*

Signature of authorized signatory.....

Sl. No.	Description/Details	Plant
	(c) Commissioning of Cooling towers	YES*/NO*
9.	Date of Commissioning of the Cooling tower	
10.	Certificate from client to substantiate Bidder's QR data is enclosed at Annexure to this Attachment-3K	YES*/NO*
11.	Whether the reference cooling tower at sl. No. 1 is designed by the bidder's own engineers	YES*/NO*
12.	Whether the reference cooling tower at sl. No. 1 is designed by Sub-vendor's own engineers	YES*/NO*
13.	Whether Documentary evidence/ certificate(s) from client enclosed for the above data	Yes* / No*

* Strike off whichever is not applicable.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

I.(D) In terms of clause no. 4.2.2.2 of Sub-Section-I A, Part-A of Section-VI, we/our sub-vendor confirm that, we/our sub-vendor has designed by itself, constructed and commissioned at least one (1) number Induced Draught/Forced Draught Cooling Tower of capacity not less than 13,000 m³/hr and associates/collaborates with a party fully meeting the requirements of clause 4.2.2.1of Sub-Section-IA, Part-A, Section-VI as per following details:

We/our Sub-vendor further confirm that the reference cooling tower is of the same type, i.e. cross flow type cooling tower or counter flow type cooling tower as is being offered by us/our sub-vendor.

We/our sub-vendor also confirm that “design by itself” means that tower(s) of reference plant have been designed by ours or our sub-vendor’s own engineers.

The details of the reference cooling tower is furnished below:

Sl. No.	Description/Details	Plant
1.	Description of Work and Name of Client	.....
2.	Location/Address of the Plant/works	.....
3.	Address of the Client (including Contact Person Name, Telephone No, e-mail etc.)	.....
4.	No. of Cooling Towers	.....
5.	Capacity of each Cooling Tower (Cu.M/hr.)	.....
6.	Type of Cooling Towers	.....
7.	Type of Construction	.....
8.	Whether scope of works included	
	(a) Design of Cooling Towers by Bidder/its Sub-vendorYES*/NO*	
	(b) Construction of Cooling towers	YES*/NO*
	(c) Commissioning of Cooling towers	YES*/NO*

Signature of authorized signatory.....

Sl. No.	Description/Details	Plant
9.	Date of Commissioning of the Cooling tower	
10.	Certificate from client to substantiate Bidder's QR data is enclosed at Annexure to this Attachment-3K	YES*/NO*
11.	Whether the reference cooling tower at sl. No. 1 is designed by the bidder's own engineers	YES*/NO*
12.	Whether the reference cooling tower at sl. No. 1 is designed by Sub-vendor's own engineers	YES*/NO*
13.	Whether Documentary evidence/ certificate(s) from client enclosed for the above data	Yes* / No*

* Strike off whichever is not applicable.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

Signature of authorized signatory.....

Details of Associate :

In support of qualifying requirements of Clause 4.2.2.2 of Sub-Section-IA, Part-A of Section-VI Technical Specification, we purpose to associate with M/s. We confirm that our Associate, have designed by itself, erected and commissioned at least one (1) number Induced Draught Cooling Tower in pultruded Fibreglass Reinforced Plastic (FRP) Construction of capacity not less than 13000 m3/hr which should have been in successful operation for at least one (1) year.

We/our Sub-vendor further confirm that the reference cooling tower by our associate is of the same type, i.e. cross flow type cooling tower or counter flow type cooling tower as is being offered by us/our sub-vendor.

We/our sub-vendor also confirm that “design by itself” means that tower(s) of reference plant have been designed by associate’s own engineers.

The details of the reference cooling tower is furnished below :

Sl. No.	Description/Details	Plant
1.	Description of Work and Name of Client	.....
2.	Location/Address of the Plant/works	.....
3.	Address of the Client (including Contact Person Name, Telephone No, e-mail etc.)	.....
4.	No. of Cooling Towers	.....
5.	Capacity of each Cooling Tower (Cu.M/hr.)	.....
6.	Type of Cooling Towers	.....
7.	Type of Construction	.....
8.	Whether scope of works included	
	(a) Design of Cooling Towers by Associate	YES*/NO*
	(b) Erection of Cooling towers	YES*/NO*

Signature of authorized signatory.....

(c) Commissioning of Cooling towers YES*/NO*

Sl. No.	Description/Details	Plant
9.	Date of Commissioning of the Cooling tower	
10.	Certificate from client to substantiate Bidder's QR data is enclosed at Annexure to this Attachment-3K	YES*/NO*
11.	Whether the reference cooling tower at sl. No. 1 is designed by the Associate's own engineers	YES*/NO*
12.	Whether Documentary evidence/ certificate(s) from client enclosed for the above data	Yes* / No*

* Strike off whichever is not applicable.

Date : (Signature).....
Place : (Printed Name).....
(Designation).....

Signature of authorized signatory.....

FORM OF DEED OF JOINT UNDERTAKING
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY CONTRACTOR,
*SUB-VENDOR (IF APPLICABLE) AND THE ASSOCIATE AS PER TECHNICAL
SPECIFICATION, SECTION-VI
FOR SUCCESSFUL PERFORMANCE OF INDUCED DRAUGHT
COOLING TOWERS FOR PATRATU STPS (3 X 800 MW)**

This DEED of JOINT UNDERTAKING executed this..... day
of Two thousand by M/s
..... a Company meeting the requirement of clause 4.2.2.1, Sub-
section-IA, Part-A, Section-VI of bidding document, incorporated under
..... having its Registered Office at
..... (hereinafter called the "ASSOCIATE", which
expression shall include its successors, administrators, executors and permitted assigns) And

M/s a company meeting the requirement of clause 4.2.2.2,
Sub-section-IA, Part-A, Section-VI of bidding document and registered under the
..... having its registered office at.....
(hereinafter called the *Bidder/Contractor, which expression shall include its successors,
administrators, executors and permitted assigns) And

*M/s (*Sub-vendor) a company meeting the requirement of clause
4.2.2.2, Sub-section-IA, Part-A, Section-VI of bidding document and registered under the
..... having its registered officer at (hereinafter called the "Sub-vendor")

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 - 110 003, 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, Inspection,
Testing at works, Supply, Transportation to site, Construction, Installation, Testing &
Commissioning and Conductance of Guarantee Tests for the EPC Package for Patratu Super
Thermal Power Station (3 x 800 MW). [hereinafter referred to as "Plant"] vide its Bidding
Document No. : CS-9585-001-2, which interalia include Induced Draught Cooling Towers.

AND WHEREAS Item 4.2.2.2, Sub-Section-IA, Part-A, Section-VI of Bidding Documents
stipulates that Bidder/Contractor/*Sub-vendor (if applicable) can participate, who has designed
by itself, constructed and commissioned atleast one (1) number Induced Draught/Forced
DraughtCooling Towers, of capacity not less than 13,000 M³/hr. and associates with a party who
fully meets the requirements of clause 4.2.2.1, Sub-Section-IA, Part-A, Section-VI of Bidding
Documents.

AND WHEREAS M/s..... (Bidder) is entitled to bid under Item 4.2.2.2,
Sub-Section-IA, Part-A, Section-VI, provided the Bidder/its Sub-vendor (if applicable) and its

Signature of authorized signatory.....

qualified Associate give an undertaking that they shall be held jointly and severally liable / responsible to the Employer for the successful design of Induced Draught Cooling Towers as per the Bidding Documents in the event the bid is accepted by the Employer resulting in a Contract (hereinafter called the 'Contract').

WHEREAS M/s (Bidder/Contractor) has submitted its Proposal in response to the aforesaid Invitation For Bid (IFB) by the Employer bearing proposal No..... dated for EPC Package for Patraru Super Thermal Power Station (3 X 800 MW) against the Employer's above specifications.

AND WHEREAS M/s..... [Bidder/*Sub-Vendor (as applicable)] itself do not meet the requirements of clause 4.2.2.1 of Sub-Section-IA, Part-A, Section-VI and in order to fully meet the requirements of clause 4.2.2.1 of Sub-Section-IA, Part-A, Section-VI, desires to associate with M/s..... [hereinafter referred to as Associate] who meets the requirement of clause 4.2.2.1 of Sub-Section-IA, Part-A, Section-VI and the Bidder, *Sub-Vendor (if applicable) and the Associate are required to jointly execute and furnish at the time of placement of order by the Bidder/Contractor on the approved sub-vendor, an irrevocable Deed of Joint Undertaking and be jointly and severally liable to the Employer for successful design of the Induced Draught Cooling Towers under the Contract for which the Associate is associated for EPC Package of Patraru Super Thermal Power Station (3 x 800 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 and the Contractor and the Sub-Vendor (if applicable), do hereby declare and undertake that we shall be jointly and severally liable to the Employer for the successful design of the Induced Draught Cooling Towers and establishing Technical Guarantees.
2. This is without prejudice to any rights of the Employer against the Contractor/*his-Sub-vendor (if applicable), under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor/*Sub-vendor (if applicable) before proceeding against the Associate (with respect to obligations and responsibilities of the Associate covered under this Deed of Joint Undertaking), nor any extension of time or any relaxation given by the Employer to the Contractor/*Sub-vendor, would prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate.
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) We, the Associate will be fully responsible for Design & Engineering and extending all necessary support for carrying out execution of Induced Draught Cooling Towers to the satisfaction of the Employer.

Further, the Associate shall provide as a minimum the complete Thermal and Structural Design of Induced Draught Cooling Towers including Fill arrangement.

Signature of authorized signatory.....

Further the Associate shall depute their technical experts from time to time to the Contractor's /*Sub-vendor's works/ Employer's project site as required by Employer and agreed to by the Contractor/*Sub-vendor to facilitate the successful performance of the Induced Draught Cooling Towers as stipulated in the aforesaid Contract.

Further the Associate shall provide support to Contractor/*Sub-vendor to ensure proper design, engineering of the Induced Draught Cooling Towers and associated equipment in accordance with the Contract specifications and if necessary, the Associate shall advise the Contractor/*Sub-vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

4. We, the Contractor/*Sub-vendor and Associate do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till the expiry of ninety (90) days after the end of the defect liability period of the Plant 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 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 3.4 Million (Indian Rupees Three million four hundred thousand only)** 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 Induced Draught Cooling Towers 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 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 Delhi shall have exclusive jurisdiction.
7. We, the Associate and the Contractor/*Sub-vendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract 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 the successful completion of Contract and till the Employer discharges it.

Signature of authorized signatory.....

8. 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 Associate/Collaborator and the Contractor/*Sub-vendor, through their authorised representatives, have executed these present and affixed common seals of their respective companies on the Day, Month & Year first mentioned above.

Witness :

- | | | |
|----|---|--|
| 1. |
(Name in Block Letters)

.....
(Official Address) | For M/s
(Associate/Collaborator)

.....
(Signature of the authorised representative)

Name :
Designation :
Common Seal of the Company
..... |
| 2. |
(Name in Block Letters)

.....
(Official Address) | For M/s.....
(Bidder/ Contractor)

.....
(Signature of the authorised representative)

Name :
Designation :
Common Seal of the Company
..... |
| 3. |
(Name in Block Letters)

.....
(Official Address) | For M/s.....
(*Sub-Vendor)

.....
(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, Bidder/Contractor and * Sub-vendor (if applicable)

Signature of authorized signatory.....

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 a Bank as per provisions of Section-V (SCC) of the Bidding Documents.
- 3) *Sub-vendor: Contractor shall strikeout if not applicable.

(3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2
(Qualifying Requirement Data / Provenness Data (as applicable))

Sub : Qualifying Requirements for Chemical Treatment (System) Programme for CW System

In terms of clause no. 4.4 of Sub-Section-IA, Part-A of Section-VI, we/our sub-vendor have executed contract for cooling water treatment programme of at least one (1) cooling water system having a flow rate not less than 10,000 Cu.M/hr operating in alkaline pH range and the treatment program should have been in successful operation for at least one (1) year. We/our sub-vendor confirm that this contract included supply of chemicals, operation and maintenance of the system. The Chemicals used in this programme have been organic polymers/organic phosphorous compounds/organic phosphates based chemicals. The reference plants in support of above is as per following details :

Sl.No.	Description	Data
1)	Name of the Supplier for Cooling Water Treatment Programme for this project	M/s.....
2)	Type and Name of the Chemicals proposed for this project	..... ..... .....
3)	Sub-Qualifying Data of the Proposed Sub-vendor	Plant - 1
a)	Client's Name & Address	..... .....
b)	Scope of work (Strike out whichever is not applicable)	Design/Supply/ Commissioning/ Operation and Maintenance
c)	Capacity of cooling water system (Cu.m/hr.)	

Sl.No.	Description	Data
		Plant - 1
d)	Whether the cooling	Yes/No

Signature of authorized signatory.....

water treatment programme
is operating in alkaline
pH range ?

- | | | |
|----|--|---|
| e) | Type of chemicals used | Organic
Polymers/
organic phos-
phorous com-
pounds/Organic
Phosphates |
| f) | Name of the Chemicals
used for the above CW
Treatment system | |
| g) | Date of commissioning of
the above CW treatment
programme | |
| h) | Documentary evidence for the
above are
enclosed? | Yes/No |

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

Note : Continuation sheets of like size and format may be used and annexed to this Attachment, if required.

Sub : Sub-Qualifying Requirements for the Fire Detection and Protection System

To satisfy the requirements specified in Clause No. 4.5 of Sub-Section-IA, Part-A, Section-VI of Bidding Document, we furnish following details:

1.

Signature of authorized signatory.....

We/ sub-vendor declare that we have designed, supplied, erected and commissioned at least One (1) fire protection system of Contract value not less than Rs.35.0 million or equivalent in foreign currency (exchange rate applicable as on date of Techno-commercial Bid Opening), in industrial installation. The Fire Protection System comprise of

- a) fire hydrant system
- b) high velocity water (HVW) spray or medium velocity water (MVW) spray or sprinkler system.
- c) fire water pumping and pressurizing arrangement.

We further declare that the systems mentioned above have been designed to the recommendations of *Tariff Advisory Committee of India or Oil Industry Safety Directorate (OISD) or any other International reputed authority (like LPC-U.K. or NFPA - USA) and these systems is in successful operation for a period of not less than one (1) year. The details of Fire Protection system executed by us are furnished below: -

Details pertaining to Technical Qualification of the Sub-vendor.

Sl.No.	Description	Plant No. 1
A.	DATA OF FIRE PROTECTION SYSTEMS EXECUTED: (To be filled up for contracts having order value not less than Rs. 35.00 million or equivalent in foreign currency (exchange rate applicable as on date of techno-commercial bid opening)	
1.	Client name and address	.....
2.	Name and Address of the plant/ installation	.....
3.	Whether Fire protection system executed is for industrial installation ?	Yes*/No*
4.	Date of order	.....
5.	Date of commissioning	.....
Sl.No.	Description	Plant No. 1
6.	Period of operation	.....

Signature of authorized signatory.....

7. Value of the order in Rs. Million
8. The Scope included :
- a) Design Yes*/No*
 - b) Supply Yes*/No*
 - c) Erection Yes*/No*
 - d) Commissioning Yes*/No*
9. The fire protection system have been designed as per TAC/OISD/any other International reputed authority (like LPC-UK or NFPA, USA) (Please indicate the name of the authority) Yes*/No*
10. The above contract included :
- a) Fire Hydrant system Yes*/No*
 - b) High velocity water spray (HVW) system Yes*/No*
 - c) Medium velocity water spray (MVW) System Yes*/No*
 - d) Sprinkler System Yes*/No*
 - e) Fire water pumping and pressurizing arrangement Yes*/No*
11. Documentary evidence/certificate from client in support of above is enclosed Yes*/No*

Signature of authorized signatory.....

We further confirm that not withstanding anything stated above, the Employer reserves the right to assess our / our Sub-vendor's capabilities and capacity to perform the Contract, should the circumstances warrant such assessment in the overall interest of the Employer in line with QR requirement at Clause No. 4.5 of Sub-Section-IA, Part-A, Section-VI.

Note : (1) Continuation sheets of like size and format may be used as per Sub-vendor requirement and be annexure to this attachment.

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

Signature of authorized signatory.....

2.

We/ Sub-Vendor furnish the following details of the firm from whom the analogue addressable type fire alarm system is proposed to be supplied for this package.

We / sub-vendor further declare that the analogue addressable type fire alarm system proposed to be supplied shall be sourced from a firm M/S _____ who has supplied at least One (1) similar system and these system has been approved or listed by UL-USA / FM-USA / LPC-UK / similar agency and are in successful operation for at least One (1) year. The details of the proposed firm are furnished below:

Sl.No.	Description	Plant No. 1
1.	Name of supplier	.....
2.	Address of supplier	.....
3.	Experience details of supplier	
a)	Name of the client	.....
b)	Address of the client	.....
c)	Address of the installation	.....
d)	Type of the installation (Industrial / commercial)	.....
e)	Whether the installed system has been approved by UL- USA/FM-USA/LPC-UK/Similar agency ? (please specify agency)	Yes*/No*
f)	Whether the installed system has been listed by UL-USA/ FM-USA/LPC-UK / Similar agency? (please specify agency)	Yes*/No*
g)	Date of order / award for analogue addressable type fire alarm system	.....
h)	Date of commissioning of the above system	.....

Signature of authorized signatory.....

- i) Number of years for which the system is in operation

Sl.No.	Description	Plant No. 1
--------	-------------	-------------

- j) Documentary evidence/certificate in support of above system to be enclosed

*** Please strike off whichever is not applicable.**

Note : If a Sub-vendor proposed more than one firm for the supply of analogue addressable type fire alarm system, separate data shall be submitted in the above format for each of the proposed suppliers.

Signature of authorized signatory.....

3.

We / our sub-vendor furnish the following details of the firm from whom the inert gas fire extinguishing system is proposed to be supplied for this package.

We / our sub-vendor further declare that the Inert gas fire extinguishing system to be supplied under the package shall be sourced from an agency M/S_____ who has designed and supplied at least One (1) Inert gas total flooding fire extinguishing system having a total risk Volume of atleast 1000 Cu.m. Further, we declare that this system have been designed to the recommendation of Tariff Advisory Committee of India or any other international reputed authority (like LPC-U.K. or NFPA, USA) and have been in operating condition for a period not less than One (1) year. The details of the proposed firm are furnished below :

Name of the Agency propsoed for
this Package by the bidder :

Sl. No.	Description	Plant No. 1
1.	Name of supplier	.....
2.	Address of supplier	.....
3.	Experience details of supplier	
	a) Name of the client	.....
	b) Addres of the client	.....
	c) Address of the installation	.....
	d) Type of the installation (Industrial / commercial), pl. specify	.....
	e) Whether the installed systems have been designed to the recommendation of TAC-India or any other international reputed authority (like LPC- UK or NFPA - USA) (please specify agency)	Yes*/No*

Signature of authorized signatory.....

Sl.No.	Description	Plant No. 1
f)	Risk area protected using the above system has a volume of	Cu.M
g)	The total flooding gaseous fire extinguishing system has been designed by bidder.	Yes*/No*
h)	Date of order / award for total flooding inert gas fire extinguishing system	.....
i)	Date of commissioning of the above system	.....
j)	Number of years for which the system is in operation	.....
k)	Documentary evidence/certificate in support of above to be enclosed	.....

Note: If a Sub-vendor proposed more than one firm for the supply of total flooding inert gas fire extinguishing system, separate data shall be submitted in the above format for each of the proposed suppliers/ agent.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

*** Please strike off whichever is not applicable.**

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements for the Air Conditioning System

- (A) In line with the Sub-Qualifying Requirements stipulated in Clause No. 4.6 of Sub-Section-IA, Part-A of Section-VI, we/our sub-vendor hereby confirm that we/our sub-vendor have designed, supplied, erected and commissioned atleast One (1) number of Air Conditioning systems having a total installed capacity of 300TR or more, which included atleast one chilling unit with a minimum capacity of 60 TR. The system have been in successful operation for atleast One (1) year. The details are given below:

Sl.No.	Item Description	Plant No. 1
1.	Name of the Client with full address, contact person(s), fax and tele no.	
2.	Name and address of the Plant	
3.	Purchase Order no. and date	
4.	Copy of purchase order enclosed	Yes/No
5.	Date of Commissioning	
6.	No. of years of successful operation	
7.	Whether clients certificate is enclosed to prove that "the Air Conditioning system is in successful operation for atleast one (01) year.	Yes/No
8.	Total installed capacity of air conditioning system (should be atleast 300 TR)	 TR
9.	Capacity of largest chilling unit in above air conditioning system (should be atleast 60 TR)	 TR
10.	Type of installation	Industrial/ Commercial Installation
11.	The scope of Contract included	
	(a) Design	Yes/No
	(b) Supply	Yes/No

Signature of authorized signatory.....

Sl.No.	Item Description	Plant No.1
(c)	Erection	Yes/No
(d)	Commissioning	Yes/No
12.	Documentary evidence in support of Sl.No. 8 to 11 enclosed	Yes/No

- (B) We further declare that the chillers to be supplied under the package shall be sourced from manufacturer M/s..... who has manufactured and supplied atleast One (1) no. of similar type of chiller unit having a capacity of not less than 150 TR and have been in successful operation for atleast One (1) year.

Chillers proposed to be supplied under this package would be sourced from following manufacturers. Experience details of the manufacturers are given below:

- | | | |
|-----|--|--------------------------------|
| (a) | Type of vapour compression type chilling unit offered | Centrifugal / Screw compressor |
| (b) | Name and Address of Manufacturer from whom the above equipment is sourced | |
| (c) | For the above type of chiller Experience details of the Manufacturer is as follows : | |

Sl.No.	Item Description	Plant No.1
1.	Name of the Client with address, name of contact person(s), tel. no. & fax no.	
2.	Purchase Order no. and date	
3.	Date of Commissioning	
4.	No. of years of successful operation	
5.	Capacity of chiller unit	 TR

Signature of authorized signatory.....

Sl.No.	Item Description	Plant No.1
6.	Clients certificate to demonstrate successful operation of machine for atleastone(01) year.	Yes/No
7.	Documentary evidence in support of Sl.No. 2 to 6 above enclosed	Yes/No

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements for the Ventilation System

In line with the Sub-Qualifying Requirements stipulated in clause no. 4.7 of Sub-Section-IA, Part-A, Section-VI of Technical Specification of Bidding Documents, we/our Sub-vendor have designed, supplied, erected and commissioned atleast One (1) number ventilation system including air washer units having individual fan capacity of 80,000 Cum/hr. or more the system are in successful operation for atleast One (1) year.

Sl.No.	Item	Plant 1
1.	Name of the Project and its address	.....
2.	Name of the Client with address, name of Contact person(s) with tel.no. & fax no.	.....
3.	Order No. and date	
4.	Purchase order enclosed	Yes*/No*
5.	Date of commisioning	.....
6.	Individual fan capacity of air washer unit in ventilation system, cu.m/hr.	.....
7.	The scope for the ventilation system contract included	
	(a) Design	Yes*/No*
	(b) Supply	Yes*/No*
	(c) Erection	Yes*/No*
	(d) Commissioning	Yes*/No*
8.	No. of years of successful.	.....
9.	The installation where the ventilation system has been provided can be treated as Industrial/commercial installation	Yes*/No*

Signature of authorized signatory.....

Sl.No.	Item Description	Plant No.1
10.	Documentary evidence with respect to item 5 to 8 above is enclosed	Yes*/No*
11.	Clients certificate regarding successful operation of ventilation system enclosed	Yes*/No*

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

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common seal).....

Note : Continuation sheets of like size and format may be used as per Sub-vendor's requirement and shall be annexed to this Attachment-3K.

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements for the Compressed Air System stipulated in Clause No. 4.8 of Sub-Section-IA, Part-A, Section-VI of Technical Specification of Bidding Documents.

Sl.No.	Item	Plant 1
--------	------	---------

A) Air Compressor

In line with the Sub-qualifying requirements stipulated in Clause 4.8 of Sub-Section-IA, Part-A, Section-VI, we / our sub-vendor confirm that we/our sub-vendor have designed, manufactured, supplied, erected /supervised erection and commissioned/supervised commissioning of atleast one (1) no. non-lubricated oil free screw type air compressor of minimum capacity 20 NM3/min each or atleast one (1) no. centrifugal air compressors of minimum capacity 50 NM3/min each and at rated discharge pressure of 8 Kg./cm2(g) which have been in successfull operation for atleast one (1) year.

1. Name of the Project and its address where the system is installed
2. Name of the Client with address, name of Contact person(s) with tel.no. & fax no.
3. Order No. and date
4. Purchase order enclosed Yes/No
5. Name of the Manufacturer & Address
6. Date of commissioning of the compressors
7. No. of Compressors supplied
8. Whether the scope of work executed for the aforesaid compressors included the following
 - a) Designed Yes/No
 - b) Manufactured Yes/No

Signature of authorized signatory.....

Sl.No.	Item	Plant 1
	c) Supplied	Yes/No
	d) Erected/supervised erection	Yes/No
	e) Commissioned/supervised commssiong	Yes/No
9.	Brief Technical particulars of the Compressors (Bidder to fill)	
	a) whether the compressor supplied was non lubricated oil free screw/centrifugal type air compressor	
	b) Make & Model	
	c) Capacity	
	i) Flow (NM3/Min)	
	ii) Discharge pressure [Kg/cm2/(g)]	
10.	Whether atleast one (01) compressor have been in successful operation for a period of not less than one (01) year.	
11.	Whether documentary evidence in support of serial no 3) to 10) enclosed?	Yes/No

Signature of authorized signatory.....

B) Air Drying plant

We/our sub-vendor further declare that the Air Drying Plant (ADP) to be supplied under the package shall be sourced from manufacturer(s) M/s..... who have manufactured and supplied atleast one (1) no. Air Drying Plant each of capacity 50 NM3/min or more and the type same as offered, which have been in successful operation. The experience details of manufacturer are as follows :

Sl.No.	Item	Plant 1
1.	Name of the Project and its address where the system is installed	.....
2.	Name of the Client with address, name of Contact person(s) with tel.no. & fax no.	.....
3.	Order No. and date	
4.	Purchase order enclosed	Yes/No
5.	Name of the Manufacturer & Address	
6.	Date of commissioning of the Air drying unit	
7.	No. of Air drying unit supplied	
8.	Whether the scope of work executed for the aforesaid Air drying unit included the following	
	a) Manufactured	Yes/No
	b) Supplied	Yes/No
9.	Brief Technical particulars of the Air Drying unit (Bidder to fill)	
	a) Type	
	b) Flow (NM3/Min)	

Signature of authorized signatory.....

Sl.	Item	Plant 1
10.	Whether atleastone (01) air drying plants have been in successful operation.	
11.	Whether documentary evidence in support of (serial no 3 to 10) enclosed?	Yes/No

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common seal).....

Signature of authorized signatory.....

Qualification details for Water Pre-treatment Plant & Liquid Effluent Treatment Plant.

In terms of clause no. 4.10 of Sub-Section-IA, Part-A of Section-VI, We/our sub-vendor confirm that, we/our sub-vendor have designed, supplied, erected and commissioned at least one (1) number water/waste water treatment plant, each with a capacity of not less than 1000 Cu.m/hr, comprising of clarifiers/tube settlers/ thickeners or a combination thereof including civil works. The plant have been in successful operation for at least one (1) year. The details of reference plant in support of above is as per following details :

Sl. No.	Description	Plant 1
1.	Name, Address & FAX / Phone No. of Client and Site / Plant	
2.	Contract number & date of award of Contract	
3.	Type of Treatment Plant	*Water / *Waste Water Treatment
4.	Total Capacity of the Treatment Plant in Cum/hr.	
5.	Number of Clarifiers / tube settlers/thickeners installed	
6.	Capacity of each Clarifiers/tube settler/thickeners installed (cu.m./hr.)	
7.	Total capacity of Clarifiers / tube settlers / thickness installed (cum/hr.)	
8.	Date of Commissioning of the plant	
9.	In the above contract, Bidder's scope included :	
(a)	Design	Yes* / No*
(b)	Supply	Yes* / No*
(c)	Erection	Yes* / No*
(d)	Commissioning	Yes* / No*
(e)	Civil Works	Yes* / No*

Signature of authorized signatory.....

Sl. No.	Description	Plant 1
10.	Whether Documentary evidence/ certificate in support of above data enclosed ?	Yes* / No*

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

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common seal).....

Signature of authorized signatory.....

ION EXCHANGE DEMINERASLISATION PLANT

In terms of clause no. 4.11 of Sub-Section-IA, Part-A of Section-VI, We/our sub-vendor confirm that, we have designed, supplied, erected and commissioned at least one (1) number of ion exchange based demineralizing plant, consisting of at least two (2) streams each of minimum 60 cum./hr capacity, capable of producing outlet water quality of silica and conductivity not more than 0.02 ppm as SiO₂ and 0.2 micromho/cm respectively, which have been in successful operation for at least one (1) year. The details of the reference plants in support of above is as per following details:

Sl.No.	Description	Data
1.	Client's Name & address	
2.	Order No. & Date	
3.	In the above contract, Bidder's scope included :	
	(a) Design	Yes* / No*
	(b) Supply	Yes* / No*
	(c) Erection	Yes* / No*
	(d) Commissioning	Yes* / No*
4.	Numer of Ion Exchange based DM Streams	
5.	Capacity of each DM Stream (Cu.m/hr)	
6.	Silica in effluent water (ppm) as SiO ₂	
7.	Conductivity of effluent water (micro mho/cm)	
8.	Date of commissioning of plant	

Signature of authorized signatory.....

Sl.No.	Description	Data
9.	Documentary evidence for the above data are enclosed?	Yes* / No*

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

Date : (Signature).....

Place : (Printed Name).....

Designation).....

(Common seal).....

Note : Continuation sheets of like size and format, may be used and annexed to this Schedule if required.

Signature of authorized signatory.....

REVERSE OSMOSIS PLANT

In terms of clause no. 4.12 of Sub-Section-I A, Part-A of Section-VI, We/our sub-vendor confirm that, we/our sub-vendor have designed, supplied, erected and commissioned / supervised commissioning of one (1) number Reverse Osmosis (RO) Plant of minimum capacity (permeate flow) of 120 Cum/hr OR two (2) numbers RO Plants in separate contracts each of minimum capacity (permeate flow) of 60 Cum/hr OR three (3) numbers RO Plants in separate contracts each of minimum capacity (permeate flow) of 40 Cum/hr. The above RO plant (s) is/are having inlet feed Water with TDS $\geq$ 500 ppm and capable of producing permeate water quality with TDS not more than 100 ppm OR having inlet feed as sea water and capable of producing permeate water quality with TDS not more than 500 ppm. The plant (s) have been in successful operation for at least one (1) year. The details of the reference plants in support of above is as per following details:

Sl. No.	Plant No. 1	Plant No. 2	Plant No. 3
1.	Name of work	.....	.....
2.	Name & Address of the Client (Including contact person name, telephone no., fax, e-mail etc)	.....	.....
3.	Order No. & Date award of Contract	.....	.....
4.	Name & Address of Installation where the RO Plants have been installed	.....	.....
5.	Capacity (Permeate flow) of Plant in cum/ hr	.....	.....
6.	Whether the above plant had inlet feed as TDS $\geq$ 500 ppm	Yes* / No*	Yes* / No*
7.	Whether the above plant is capable of producing permeate water quality with TDS not more than 100ppm with inlet feed as TDS $\geq$ 500ppm	Yes* / No*	Yes* / No*

Signature of authorized signatory.....

Sl. No.		Plant No. 1	Plant No. 2	Plant No. 3
8.	Whether the above plant have inlet feed as sea water	Yes/No	Yes/No	Yes/No
9.	Whether the above Plant is capable of producing permeate water quality with TDS not more than 500ppm when Inlet is sea water.	Yes* / No*	Yes* / No*	Yes* / No*
10.	Whether scope of work in the above contract includes:			
	(a) Design	Yes* / No*	Yes* / No*	Yes* / No*
	(b) Supply	Yes* / No*	Yes* / No*	Yes* / No*
	(c) Erection	Yes* / No*	Yes* / No*	Yes* / No*
	(d) Commissioning	Yes* / No*	Yes* / No*	Yes* / No*
	(e) Supervision of commissioning	Yes* / No*	Yes* / No*	Yes* / No*
11.	Date of commissioning of the plant	.....	.....	.....
12.	Required documentary evidence in support of above is enclosed ?	Yes* / No*	Yes* / No*	Yes* / No*

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

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

Signature of authorized signatory.....

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
-------	------------------	-----------

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 Name) Representative).....	(Signature of the Authorised
..... (Official Address)	Name.....
Designation.....	Common Seal of the
Company.....	

1. WITNESS	ForM/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).....

.....
(Official Address)

Designation.....

Name.....

Common Seal of the
Company.....

1. WITNESS

For M/s
(JV company/Subsidiary company)

(Signature of the Authorised

.....
(Signature Name)
Representative).....

.....
(Official Address)

Designation.....

Name.....

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.....

Sub : Sub-Qualifying Requirements for the Condensate Polishing Plant

- A.** In terms of clause no. 4.14 a) of Sub-Section-I A, Part-A of Section-VI, 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 have external regeneration system, incorporating the same resin separation and regeneration process as proposed by the Bidder/its Sub-vendor for this package. The above plant have been in successful operation for a period of at least one (1) year 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.	Whether Documentary evidence/ certificate(s) from client enclosed for the above data	Yes* / No*

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

Signature of authorized signatory.....

- B.** In terms of clause no. 4.14 (b) of Sub-Section-I A, Part-A of Section-VI, we/our sub-vendor confirm that, we/our sub-vendor is a Contractor in water treatment plant and have 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) of Sub-Section-IA, Part-A, Section-VI 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(b) of Sub-Section-IA, Part-A of Section-VI Technical Specification, we purpose to associate with M/s. 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 have external regeneration system, incorporating the same resin separation and regeneration process as proposed by the Bidder/its Sub-vendor for this package. The above plant have been in successful operation for a period of at least one (1) year as per following details.

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.	Whether Documentary evidence/ certificate(s) from client enclosed for the above data (for Sl. No. 3 to 12)	Yes*/No*

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

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

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) FOR Patratu (3x800 MW)

(Applicable for Bidder/its Sub-Vendor meeting the requirement under Clause no. 4.14 (b) of Sub-Section-IA, Part-A of Section-VI)

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), 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 Sub-vendor), which expression shall include its successors, administrators, executors and permitted assigns)

in favour of NTPC Ltd., A Govt. 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 - 110 003, 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 test for EPC Package for Patratu STPS (3x800 MW), hereinafter referred to as "Plant" vide its Bid Document No : CS-9585-001-2, which interalia includes Condensate Polishing Plant (CPU).

AND WHEREAS Clause no. 4.14(b) of Sub-section-IA, Part-A of Section-VI, bidding documents stipulates that CPU can be sourced from Bidder/*its Sub-vendor 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 Sub-section-IA, Part-A of Section-VI, in Bidding Documents.

Signature of authorized signatory.....

AND WHEREAS M/s..... (Bidder/*its Sub-vendor) is entitled to participate under Clause no. 4.14 (b) of Sub-section-IA, Part-A of Section-VI, provided the Bidder/*its Sub-vendor (if applicable) and its qualified Associate/Collaborator give an undertaking that they shall be held jointly and severally liable / 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').

WHEREAS M/s (Bidder/Contractor) has submitted its proposal in response to the aforesaid Invitation for Bids by the Employer bearing proposal No..... Dated for EPC Package for Patratu STPS (3x800 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-section-IA, Part-A of Section-VI and in order to fully meet the requirements of Clause no. 4.14(a) of Sub-section-IA, Part-A of Section-VI, desires to associate with M/s [hereinafter referred to as Associate] who meets the requirements of Clause no. 4.14 (a) of Sub-section-IA, Part-A of Section-VI 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 for Patratu STPS (3x800 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/*its Sub-Vendor, 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/*its Sub-Vendor, 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/*its Sub-Vendor'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, the sub-vendor (if applicable) & 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/*its Sub-Vendor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor/*its Sub-Vendor, 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

Signature of authorized signatory.....

of time would prejudice any rights of the Employer under this Joint Deed of Undertaking to proceed against the Associate/Collaborator & Contractor.

3. Without prejudice to the generality of the undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows:

- (a) The Associate/Collaborator will be fully responsible for design, engineering & 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/*Sub-Vendor's works/Employer's project site as required by Employer and agreed to by the Contractor/*Sub-Vendor/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/*Sub-Vendor 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/*Sub-Vendor 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/*Sub-Vendor fail to demonstrate successful performance of the Condensate Polishing Plant as set forth in paragraph 1 above, the Associate/Collaborator and the Contractor/*Sub-Vendor 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/*Sub-Vendor 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 Contractor's/Sub-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/*Sub-Vendor 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 Patratu STPS (3x800 MW) and further stipulate that the Undertaking herein contained shall terminate after ninety (90) days of satisfactory completion of such defect liability period. We further

Signature of authorized signatory.....

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 2.0 Million (Indian Rupees Two Million)** 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 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 Delhi 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 at the time of placement of order on the approved sub-vendor and shall be operative from the effective date of signing of this Deed of Joint Undertaking.

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

For M/s
(Associate/Collaborator)

Witness :

1.
(Name in Block Letters)

.....
(Official Address)

.....
(Signature of the authorised representative)

Name :
Designation :
Common Seal of the Company

Signature of authorized signatory.....

.....
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 (if applicable)

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.....

SUB : Sub-Qualifying Requirements for the Hydrogen Generation Plant

(A) We/our sub-vendor further declare that the Hydrogen Generation Plant to be supplied under the package shall be sourced from Manufacturer(s) M/S..... who have designed and supplied at least one (1) no. H₂ Plant of the type specified comprising of electrolyser(s) and gas compressor(s) to generate hydrogen at 5 nm³/hr (minimum) of 99.7% purity (minimum) at the main electrolyser outlet which is in successful operation for atleast one (1) yr. Bidder its sub-vendor offer only the type of H₂ plant for which he is qualified. The experience details of H₂ plant supplier is on follows:

- | | | | |
|-------|--|---|--------|
| i) | Name and Address of Hydrogen Generation Plant Supplier | : | |
| ii) | Name and Address of the insallation where above Hydrogen Generation Plant has been supplied | : | |
| iii) | Date of Order for above Hydrogen Generation Plant | : | |
| iv) | Date of Commissioning for above Hydrogen Generation Plant | : | |
| v) | Capacity of above Hydrogen Generation Plant | : | |
| vi) | Above Hydrogen Generation Plant comprise of Electrolyser and Gas Compressors with minimum Hydrogen purity of 99.7% at main electrolyser output | : | Yes/No |
| vii) | Type of Hydrogen Generation Plant in the above installation | : | |
| viii) | Number of years of successful operation | : | |
| ix) | Whether documentary evidence in support (sl. no-iii to ix) enclosed ? | : | Yes/No |

Note: Bidder to furnish documentary evidence in support of all the above information.

Signature of authorized signatory.....

**EPC PACKAGE FOR
PATRATU SUPER THERMAL POWER STATION EXPANSION PHASE-I
(3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2**

We the bidder/our sub-vendor have supplied, engineerd / got engineered, erected / got erected (with or without Civil Works) and commissioned / supervised commissioning of at least one (1) cross-country / Municipal piping system of at least 3 Km. route length, consisting of steel pipes / Glass Fibre Reinforced Plastics (GRP) pipes / Ductile Iron (DI) pipes, of diameter 500 mm NB / DN or above, which are in successful operation for at least One (1) year. The details of above are as under:

Sl.No.	Item Description	Ref.
1)	Name of the Client	.....
2)	Complete Address of Client with Name of Contract Person(s), Tel.No. & Fax No.	.....
3)	Name & Location of Plant	.....
4)	Type of Pipes (Stel/GRP/DI)	.....
5)	Piping System provided for (cross country/Municipal piping system)	.....
6)	Route Length (at least 3 Km)	.....
7)	Diameter of pipes (NB/DN) (500 mm or above)	.....
8)	Whether the piping system is complete with fittings (Yes/No)	.....
9)	Date of Commissioning	.....
10)	No. of years of successful operation (at least one year)	.....
11)	Whether bidder's scope included (mention YES or NO as applicable)	.....
(a)	Supplied	.....
(b)	Engineered	.....

Signature of authorized signatory.....

Sl.No.	Item Description	Ref.
(c)	Got Engineered	.....
(d)	Erected (with or without civil works)	.....
(e)	Got Erected (with or without civil works)	.....
(f)	Commissioned	.....
(g)	Supervised Commissioning	.....
(h)	Whether certificates from client(s) are enclosed along with the bid at annexure..... to this attachment.	Yes/No

Note :

- (1) Bidder to furnish documentary evidences against the above data in the form of completion certificate etc.
- (2) Bidder may enclose additional sheets of the above format if required.
- (3) Bidder to necessarily include data for piping system complete with fittings, Scope of which included supply, engineered / got engineered, erected / got erected (with or without Civil Works), commissioned / supervised commissioning.
- (4) Sub-Contractor details related to other items of MUW/Cross country pipe system shall be submitted during execution.

Date :

(Printed Name of Authorized
Person having Power of

Place :

Attorney).....

(Designation).....

Signature of authorized signatory.....

(For Qualification as per Clause No. 4.19 of Sub-Section-IA, Part-A of Section-VI)

Bidder's Name and Address :

To
Contract Services (II),
NTPC Limited.
NOIDA-201301

- 1.0 We are qualified under clause no. 4.19.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents.
- 2.0 We are a supplier of ash handling systems having executed ash handling systems involving design, engineering, manufacture, supply, erection and commissioning for the following systems:

We also confirm that the activity of design and engineering for the systems described 2.1(a), 2.1(b) & 2.1(c) of this Attachment-3K have been carried out by us & not through external design agency/agencies.

2.1 (a) Bottom Ash Handling System.

Dry Bottom Ash Handling System Involving Mechanical conveying and crushing designed for at least 20 tonnes/hour conveying capacity for pulverised coal fired boilers :

[illegible]

Signature of authorized signatory.....

Note : (a) The reference Bottom Ash Handling System is of the same type i.e. mechanical conveying and crushing system as is being offered by us for the present plant.

(b) Clients certificate enclosed in support of

(i) Details about above (Yes/No.)

(ii) Successful operation of above plant(s) for at least two (2) years. (Yes/No.)

And

2.1(b) Pneumatic Fly Ash Handling System(Strike out whichever is not applicable)

(i) Pneumatic Fly ash handling system for conveying fly ash from electrostatic precipitators (ESPs) of a single pulverised coal fired boiler unit, by pressure conveying system designed for 30 TPH or more conveying capacity.

Sl. No.	Name of Plant with location	No. of Units with MW Capacity in which system installed	Design conveying capacity (TPH) specified by client (Documentary evidence attached)	Offered Ash conveying capacity by bidder (TPH)	Name of manufacturer (Experience list enclosed)	Date of Commissioning and No. of years in successful operation	Remarks

Signature of authorized signatory.....

Note : (a) The reference Pneumatic Fly Ash Handling Systems are of the same type i.e. pressure system as is being offered by us for the present plant.

(b) Clients certificate enclosed in support of

(i) Details about above Yes/No.

(ii) Successful operation of above plants for at least two (2) years. Yes/No.

OR

2.1(b)(ii) Pneumatic Fly ash handling system for conveying fly ash from electrostatic precipitators (ESPs) of a single pulverised coal fired boiler unit, by vacuum conveying system designed for 30 TPH or more conveying capacity per vacuum extractor.

Sl. No.	Name of Plant with location	No. of Units with MW Capacity in which system installed	Design conveying capacity (TPH) specified by client (Documentary evidence attached)	Offered Ash conveying capacity by bidder (TPH)	Name of manufacturer (Experience list enclosed)	Date of Commissioning and No. of years in successful operation	Remarks

Signature of authorized signatory.....

Note : (a) The reference Pneumatic Fly Ash Handling Systems are of the same type i.e. vacuum system as is being offered by us for the present plant.

(b) Clients certificate enclosed in support of

(i) Details about above (Yes/No.)

(ii) Successful operation of above plant(s) for at least two (2) years (Yes/No.)

And

2.1(c) Pneumatic Fly Ash Transportation System having capacity of not less than 20 TPH for transporting Fly Ash from a pulverised Coal fired boiler unit for a conveying distance of not less than 500 mtr. including fly ash storage silo.

Sl. No.	Name of Plant with location	No. of Units with MW Capacity in which system installed	Design Fly Ash transportation capacity (TPH) and conveying distance specified by client (Documentary evidence attached)	Offered Ash transportation capacity and conveying distance	Name of manufacturer (Experience list enclosed)	Date of Commissioning and No. of years in successful operation	Remarks
			Capacity TPH	Conveying distance Mtr.	Capacity TPH	Conveying distance Mtr.	

Signature of authorized signatory.....

Signature of authorized signatory.....

Note : Client's certificate enclosed in support of

- (i) Details about above (Yes/No.)
- (ii) Successful operation of above plant(s) for at least two (2) years. (Yes/No.)

Signature of authorized signatory.....

3.2 We are a supplier of ash handling systems and have executed ash handling plant for pulverised coal fired boiler unit, generating not less than 40 TPH of ash per Boiler which includes fly ash handling system for conveying fly ash from ESPs in dry form (involving pneumatic conveying systems of vacuum or pressure type) or in wet (slurry) form involving design and engineering through external agency/agencies, manufacture, supply, erection, and commissioning for the following plants (Refer clause no. 4.19.2(b) of sub-section-IA, Part-A, Section-VI of bidding documents).

Sl.No.	Name of Plant with location	No. of Units Total Capacity in which system installed	Total ash generation per boiler (T/Hr)	Type of handling capacity (bottom+fly ash) (Tonnes/hour) per boiler	Name of fly Ash Handling System supplied	Name of design and Engineering agency (Experience) list enclosed)	Date of manufacturer (Experience list enclosed)	Remarks Commissioning and No. of years in successful operation

Note : Clients certificate enclosed in support of

- (i) Details about above (Yes/No.)
- (ii) Successful operation of above plant(s) for at least two (2) years. (Yes/No.)

Signature of authorized signatory.....

EPC PACKAGE FOR

PATRATU SUPER THERMAL POWER STATION EXPANSION PHASE-I(3X800 MW)
BIDDING DOCUMENT NO. CS-CS-9585-001-2

(Details of Qualification Experience of Collaborator(s) / Associate(s)) For ash handling system

Bidder's Name and Address:

To
Contract Services (I),
NTPC Limited,
NOIDA-201301

1.0 Name(s) of the Collaborator(s)/Associate(s):

- | | | | | | | | |
|----|-------|----|-------|----|-------|----|-------|
| 1. | _____ | 2. | _____ | 3. | _____ | 4. | _____ |
| | _____ | | _____ | | _____ | | _____ |
| | _____ | | _____ | | _____ | | _____ |
| | _____ | | _____ | | _____ | | _____ |

1.0 (a) System(s) for which association/collaboration is made:

- | | | | | | | | |
|----|-------|----|-------|----|-------|----|-------|
| 1. | _____ | 2. | _____ | 3. | _____ | 4. | _____ |
|----|-------|----|-------|----|-------|----|-------|

1.2 M/s * (our Collaborator/Associate) are a supplier of ash handling systems having executed ash handling systemsinvolving design, engineering, manufacture, supply, erection and commissioning for the following systems. **We also confirm that the activity of design and engineering for the systems described in this Attachment-3K have been carried out by the Collaborator/Associate of the relevant systems, himself & not through external design agency/agencies.**

*** Name of all Collaborator(s)/Associate(s).

Signature of authorized signatory.....

1.2 (a) **Bottom Ash Handling System**

- (i) Dry Bottom Ash Handling System Involving Mechanical conveying and crushing designed for atleast 20 tonnes/hour conveying capacity for pulverised coal fired boilers :

Sl. No.	Name of Plant with location	No. of Units with MW Capacity in which system installed	Design capacity of conveyor and crusher (TPH) referred by client (Documentary evidence attached)	Offered Ash conveying and crushing capacity by bidder (TPH)	Type of mech. conveyor provided	Type of crusher provided	Name of manufacturer (Experience list enclosed)	Date of Commissioning and No. of years in successful operation	Remarks

Note : (a) The reference Bottom Ash Handling System is of the same type i.e. mechanical conveying and crushing system as is being offered by us for the present plant.

(b) Clients certificate enclosed in support of

(i) Details about above (Yes/No.)

(ii) Successful operation of above plant(s) for at least two (2) years.

Signature of authorized signatory.....

(Yes/No.)

1.2(b) Pneumatic Fly Ash Handling System

- (i) Pneumatic Fly ash handling system for conveying fly ash from electrostatic precipitators (ESPs) of a single pulverised coal fired boiler unit, by pressure conveying system designed for 30 TPH or more conveying capacity.

Sl. No.	Name of Plant with location	No. of Units with MW Capacity in which equipment installed	Design conveying capacity (TPH) specified by Client	Offered Ash conveying capacity by our collaborator (TPH)	Name of manufacturers (Experience list enclosed)	Date of Commissioning and No. of years in successful operation	Remarks

Note : 1. The reference Pneumatic Ash Handling Systems are of the same type i.e. pressure system, as is being offered by us for the present plant / Reference pneumatic ash handling system as above are offered in support of our qualification for pressure conveying system (strike out whichever is not applicable).

2. Clients certificate enclosed in support of
- (i) Details about above (Yes/No.)
 - (ii) Successful operation of above plant(s) for at least two (2) years (Yes/No.)

Signature of authorized signatory.....

OR

- (ii) Pneumatic fly Ash Handling System for conveying fly ash from electrostatic precipitators of single pulverised coal fired boiler unit by vacuum conveying system designed for 30 TPH or more conveying capacity per vacuum extractor.

Sl. No.	Name of Plant with location	No. of Units with MW Capacity in which equipment installed	Design conveying capacity (TPH) specified by Client	Maximum ash production rate of unit (TPH)	Offered Ash conveying capacity by our collaborator per vacuum extractor (TPH)	Name of manufacturers (Experience list enclosed)	Date of Commissioning and No. of years in successful operation	Remarks

- Note :**
- The reference Pneumatic Ash Handling Systems are of the same type i.e. vacuum system, as is being offered by us for the present plant /we are qualified as per 4.19.1(b)(ii) of Sub-Section-IA of Part-A of Section-VI and above pneumatic fly ash handling system is of the same type i.e. vacuum system as is being offered by us for the present plant (strike out whichever is not applicable).
 - Clients certificate enclosed in support of
 - Details about above (Yes/No.)
 - Successful operation of above plant(s) for at least two (2) years (Yes/No.)

Signature of authorized signatory.....

1.2 (c) Pneumatic Fly Ash Transportation System having capacity of not less than 20 TPH for Transporting Fly Ash from pulverised coal fired boiler unit for a conveying distance of not less than 500 mtr. including fly ash storage silo.

Sl. No.	Name of Plant with location	No. of Units with MW Capacity in which equipment installed	Design Fly ash transportation capacity & conveying distance specified by Client	Offered Ash Transportation capacity & conveying distance by Collaborator	Name of manufacturers (Experience list enclosed)	Date of Commissioning and No. of years in successful operation	Remarks
			Capacity TPH Conveying distance Mtr.	Capacity TPH Conveying distance Mtr.			

Note : Clients certificate enclosed in support of

- (i) Details about above (Yes/No.)
 - (ii) Successful operation of above plant(s) for at least two (2) years (Yes/No.)
- (Designation).....
- (Common seal).....
- (Designation).....
- (Common seal).....

Signature of authorized signatory.....

Sub-Vendor seeking qualification under clause no. 4.19.2 of Sub-Section-IA, Part-A, Section-VI will fill up relevant portion of the above qualification data for which they collaborate(s)/associate(s) in this Attachment-3K and strike out which ever is not applicable.

Schedule of Qualification Regarding Ash Conveyor

In conformity with the requirements specified under clause 4.19.3 Sub section-IA, Section -VI, Part-A of The Bidder/ its

Sub- vendor should have designed, manufactured/ got manufactured, erected and commissioned at least one (1) number integrated bulk material handling plant (essentially comprising of conveying i.e. trough belt conveyor system or pipe conveyor system) including all associated structural steel works and electrical works of 600 Metric tonnes per hour rated capacity or above for ash (bulk density 0.75 T/m³) or other minerals of equivalent volumetric capacity which should have been in successful operation for at least one (1) year.

The reference ash conveyor (trough belt/ pipe) systems should be of the same type i.e. trough belt conveyor system or pipe conveyor system, as is being offered by the Bidder/ its Sub-vendor.

In support of the above, we furnish below the following details.

i)	Name of Ash Conveyor manufacturer:	ii)	Revise :	Yes / No
iii)	Details of the Power Plants at which Ash Conveyors of the above make as specified in Clause 4.19.3, sub section -IA, Section-VI, Part-A	a)	Name of the Power Plant :	
		b)	Type of Conveyor (trough Belt/Pipe)	:
		c)	Number of Conveyors	:
		d)	Capacity of the Conveyor (MTPH)	:

Signature of authorized signatory.....

- e) Materials handled alongwith its Bulk Density(T/m3) :
- f) Date of commissioning of Ash Conveying system :
- g) Whether the ash conveyors are in successful operation & no. of years
(Attach certificate from Client) :

.....

Date	:	(Signature).....
Place	:	(Printed Name).....
		(Designation).....
		(Common seal).....

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
ASSOCIATE/COLLABORATOR ALONG WITH THE BIDDER AND SUBVENDOR
FOR PERFORMANCE OF RELEVANT SYSTEM(S) OF
ASH HANDLING SYSTEM OF EPC PACKAGE FOR
PATRATU SUPER THERMAL POWER STATION EXPANSION PHASE-I
(3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2
(AS PER CLAUSE 4.19.2 OF ITEM 1.0.0 OF BDS)**

This DEED of UNDERTAKING executed this..... day ofTwo thousand by M/sa Company incorporated under having its Registered Office at (hereinafter called the "Collaborator"/"Associate", 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 Subvendor, 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, which expression shall include its successors, administrators, executors and permitted assigns) in favour of NTPC Limited incorporated under the Companies Act, 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, 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.

And whereas WHEREAS M/s (Bidder) is submitting 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 including design, engineering, manufacture, supply, transportation to site, installation, testing and commissioning (including trial operation and Performance & Guarantee tests) of the Ash Handling System consisting mainly of:-

- (a) a wet ash conveying system for ash collected in the boiler furnaces, economiser, and air preheaters , dewatering system including treatment system for bottom ash overflow water and decanted water from dewatering bins.

Signature of authorized signatory.....

- (b) a dry fly ash conveying system for the ash collected in electrostatic precipitators collection hoppers.
- (c) a dry fly transportation and storage system including dry fly ash storage silos for loading trucks and dry fly ash silos for HCSD system.
- (d) High concentration slurry disposal system for combined bottom ash and fly ash.
- (e) Ash water supply system.

AND WHEREAS the bid documents stipulate that bidding is open to a bidder/subvendor who meets the requirements of Clause No. 4.18.2 of Item No. 3.0 of Bid Data Sheets (BDS) of Bidding Documents, provided they collaborate(s)/associate(s) with a party(ies) who meets either the total requirement or the balance part under Clause No. 4.18.1 of Item No. 3.0 of Bid Data Sheets (BDS) of Bidding Documents, which the Bidder/subvendor himself is not able to meet.

AND WHEREAS M/s..... (Bidder/Subvendor) itself meet the requirements specified in Clause No. 4.18.2 and clause no..... "*"..... of Item No. 4.18.1 of Bid Data Sheets (BDS) of Bidding Documents and desire to associate/collaborate with M/s [hereinafter referred to as Collaborator/Associate] who meets the qualifying requirement as specified in Clause No..... "*"..... of Item No. 4.18 of Bid Data Sheets (BDS) of Bidding Documents referred to above AND WHEREAS as a pre-condition for submitting the bid in item of clause 4.18.2 of BDS, the Bidder, Subvendor and the Collaborator/Associate are required to jointly execute and furnish alongwith the bid an irrevocable Deed of Joint Undertaking and be jointly responsible and bound unto the Employer for successful performance of the aforesaid relevant system(s) of Ash Handling System for which the Collaboration/Association has been entered into (hereinafter called "Relevant System(s) of Ash Handling System), fully meeting the parameters guaranteed for the Relevant System(s) as per the bid specifications, in the event the Bid is accepted by the Employer, resulting in a Contract (hereinafter called the "Contract").

NOW THEREFORE, THIS UNDERTAKING WITNESSTH AS UNDER :

1. That in consideration of the Award of the Contract by the Employer to the Bidder, we the aforesaid Associate/Collaborator, Bidder and Subvendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the Relevant System(s) of Ash Handling System such that if fully meets the guaranteed parameters required as per the Contract specification.
2. In case of any breach of the Contract committed by the Bidder and Subvendor, we the Associate/Collaborator do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Relevant System(s) of Ash Handling System and undertake in order to discharge the Bidder'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 Collaborator/Associate jointly and severally undertake to promptly indemnify, and pay such loss/damages caused to the

Signature of authorized signatory.....

Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

""* Please fill up Clause No. 4.19.1(a) and/or 4.19.1(b) and/or 4.19.1(c) and/or 4.19.1(d) whichever is/are applicable.

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 Associate(s)/Collaborator(s), nor any extension of time would prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate/Collaborator.

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, supply, installation, putting in to satisfactory operation and carrying out the guarantee tests for Relevant System(s) of Ash Handling System to the satisfaction of the Employer.

Further, the Associate/Collaborator shall depute their technical experts from time to time to the Bidder's/Subvendor's works/Employer's project site as required by Employer and agreed to the Associate/Collaborator to facilitate the successful performance of the Relevant System(s) of Ash Handling System as stipulated in the aforesaid Contract.

Further the Associate/Collaborator shall ensure proper design, manufacture, installation testing and successful performance of the Relevant System(s) of Ash Handling System in accordance with the Contract specifications and if necessary the Collaborator/Associate shall advise the Bidder/Subvendor 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 Relevant System(s) of Ash Handling System as set forth in paragraph 1 above, the Associate/Collaborator and the Bidder/Subvendor shall promptly carry out all the 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 Relevant System(s) of Ash Handling System and payments of financial liabilities, penalties and any other obligations as provided under the Contract shall be the joint and several responsibilities of the Bidder/Subvendor and Associate(s)/Collaborator(s).

4. We, the Bidder/Subvendor 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 and further stipulate that the Undertaking

Signature of authorized signatory.....

herein contained shall terminate upon satisfactory completion of such defect liability period. We further agree that this undertaking shall be without any prejudice to the various liabilities of the Bidder, including the Contract Performance Guarantees as well as other obligations of the Bidder in their terms of the Contract.

5. The Bidder/Subvendor and Associate/Collaborator will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their Vendor's works or constructed at site, and their repairs or replacement if necessary for incorporation in the relevant system(s) of Ash Handling System equipment and timely delivery thereof to meet the completion schedule under the Contract.
6. In addition to the Contractor's Performance Bank Guarantee, the Associate/Collaborator shall furnish "as Security" the Performance Bank Guarantees, from any reputed commercial Bank in favour of the Employer in a form acceptable to Employer. The value of such Bank Guarantees shall be as per Clause 4.19.2 of item 1.00 of BDS and it shall be towards guaranteeing the faithful performance/compliance of this Deed of 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 EPC package. The Bank Guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.
7. This Deed of 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 Associate/Collaborator, Bidder and subvendor 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 discharge it.
9. That this Deed shall be operative from the effective date of the Contract.

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

For M/s
(Associate/Collaborator)

Witness :

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

Signature of authorized signatory.....

Designation :

Common Seal of the Company

For M/s
(Collaborator/Associate)

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

.....
(Official Address) Name :

Designation :

Common Seal of the Company

.....

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

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

.....
(Official Address) Name :

Designation :

Common Seal of the Company

.....

- Note: 1. Separate Joint Deed of Undertaking(s) for each Collaborator/Associate shall be submitted by the Bidder alongwith the bid.**
- 2. The list of banks which are acceptable to NTPC for issuing Bank Guarantee is indicated in Annexure-I to SCC.**

Signature of authorized signatory.....

Schedule of Qualification Regarding Coal Sampling Unit

In conformity with the requirements specified under clause 4.20.4 Sub section-IA, Section -VI, Part-A of Coal Sampling system module, we have offered Coal Sampling System manufactured / supplied by M/s who has engineered and supplied minimum one(1) no. of Coal Sampling systems for sampling coal / other bulk mineral from conveyor of 1000 MTPH or above and working successfully for at least one(1) year. In support of the above, we furnish below following details.

- | | | |
|------|---|---------|
| a) | Name of Coal Sampler
supplier/manufacturer : | |
| b) | Experience and Details | Plant 1 |
| i) | Clients name and address | |
| ii) | Year of commissioning | |
| iii) | Nos. of Coal samplers supplied | |
| iv) | Application (Power plant / mines etc.) | |
| | - Lump size of coal | |
| | - Suitable for belt width | |
| | - Belt Capacity (TPH) | |
| v) | Certificate from client enclosed | Yes/No |

Add the following Qualification as per provenness chapter

4.20.6 Pipe conveyor system for crushed coal conveying up to main plant

Bidder/ its sub-vendor should have designed, manufactured/ got manufactured, erected and commissioned at least one (1) number bulk material handling plant (essentially comprising of pipe conveyor system) including all associated structural steel works and electrical works of 1400 metric tonnes per hour rated capacity or above for coal/ other minerals which should have been in successful operation for at least one (1) year.

Signature of authorized signatory.....

Signature of authorized signatory.....

**EPC PACKAGE FOR
PATRATU SUPER THERMAL POWER STATION EXPANSION PHASE-I
(3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2
(Experience List of Bidder)**

Bidder's Name and Address :

To
Contract Services (II)
NTPC Limited
NOIDA - 201 301

Dear Sirs,

Sub : Sub-Qualifying Requirements for the Coal Handling Plant Package.

1. To satisfy the requirements of Item no. 4.20 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents, we furnish the following details:

* We M/s.....(Bidder/Sub-vendor) have filled in the requisite Qualifying Requirement (QR) details in line with requirements of Clause No. 4.20.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents in Attachment-3K which establishes our meeting the QR.

* **Sub-vendor to strike out whichever is not applicable.**

- I. **Applicable to Sub-vendor meeting Sub-QR as per Clause No. 4.20.1 of Sub-Section-IA, Part-A, Section-VI.**

To satisfy the requirement of Clause No. **4.20.1 of Sub-Section-IA, Part-A, Section-VI**. We give below the details:

- A. **Qualifying Requirement details as per Clause 4.20.1 of Sub-Section-IA, Part-A, Section-VI.**

In accordance with Clause No. **4.20.1 of Sub-Section-IA, Part-A, Section-VI**, we confirm that we have designed, manufactured/got manufactured, erected and commisisoned at least one (1) number integrated bulk material handling plant (essentially comprising of conveying and crushing) including all associated structural steel works and electrical works of 1000 Metric tonnes per hour rated capacity or above for coal or other minerals of equivalent

Signature of authorized signatory.....

volumetric capacity, which is in successful operation for at least one (1) year.

The details of the qualifying plant are as under:

1. Name of the client
:.....
2. Complete address of Client
with name of contact person(s),
e-mail, Fax and Tel No. :.....
3. Name & Location of the Plant :.....
4. Contract / Order No. & Date :.....
5. Date of commissioning :.....
6. Conveying and crushing
capacity (in Metric tonnes/hour) :
7. Materials handled alongwith
its bulk density :
8. Whether the System is in operation Yes*/No*
9. No. of years of successful operation
10. Whether bidder's/ Supplier's scope included
 - (a) Design Yes*/No*
 - (b) Manufacturing Yes*/No*
 - (c) Got Manufactured Yes*/No*
 - (d) Erection Yes*/No*
 - (e) Commissioning Yes*/No*
11. Whether the scope of work
included all associated civil
& structural steel and Electrical
Works Yes*/No*
12. Client's certificate enclosed at
Annexure..... to this
Attachment-3K in support of :
 - (i) Details sought at item Nos.
3 thru 11 above. Yes*/No*

Signature of authorized signatory.....

(ii) Successful operation of above Plant for at least one (1) Year. Yes*/No*

* Please strike out whichever is not applicable.

And

(B) In accordance with clause no. 4.20.2 of Sub-Section-IA, Part-A, Section-VI, we have designed, manufactured, supplied, erected and commissioned including all associated structural steel works and electrical works of atleast one (1) number cantilever boom type, slewable and luffable, bucket wheel type travelling stacker-cum-reclaimer suitable for stacking and reclaiming at a rated capacity of 1000/1000 Metric Tonnes per hour (or above) for coal or other mineral of equivalent volumetric capacity, which is in successful operation for atleast one (1) year. The details of the qualifying plant are as follows:

1. Name of client with full address,
contact person(s), Fax no. and Tel no.
2. Name & Location of the plant
.....
3. Order no. and Date of order
.....
4. Date of commissioning
.....
5. Details of stacker/reclaimer
 - (a) Continuous rated Capacity
 - (i) Stacking (MTPH)
.....
 - (ii) Reclaiming (MTPH) (average)
.....
 - (b) Cantilever boom type, Slewable
*Yes/No
& luffable
 - (c) Bucket wheel type : *

Yes/No

Signature of authorized signatory.....

- (d) Travelling type *
Yes/No
- (e) Boom Length (mtr.)
6. Material handled alongwith
.....
its bulk density
7. Whether work executed as
.....
prime contractor or sub-contractor
8. Whether system is in operation
Yes*/No*
9. No. of years of successful
operation
10. Scope of work
- (i) Whether bidder's scope : *Yes/No
included
- (a) Design : Yes/No
- (b) Manufacturing : Yes/No
- (c) Supply : Yes/No
- (d) Erection : Yes/No
- (e) Commissioning : Yes/No
- (ii) Whether scope of work : *Yes/No
included all associated
civil & structural steel
and Electrical works
11. Clients certificate enclosed at
Annexure..... to this
Attachment-3K in support of
- (i) Details sought out item nos. :
3 through 11 above *Yes / No

Signature of authorized signatory.....

(ii) Successful operation of above : *Yes / No
for atleast least one (1) year.

* **Strike out whichever is not applicable.**

Date : Signature).....

Place : (Printed
Name).....

(Designation).....

(Common
seal).....

(C) In accordance with clause no. 4.20.3 of Sub-Section-IA, Part-A, Section-VI, our Collaborator/Associate M/s_____ have designed, manufactured, supplied, erected and commissioned including all associated structural steel works and electrical works of atleast one (1) number cantilever boom type, slewable and luffable, bucket wheel type travelling stacker-cum-reclaimer suitable for stacking and reclaiming at a rated continuous capacity of 1000/1000 Metric Tonnes per hour (or above) for coal or other mineral of equivalent volumetric capacity, which is in successful operation for atleast one(1) year.

The details of the qualifying plant are as follows :

1. Name of client with full address,
.....
contact person(s), Fax no. and
Tel no.
2. Name & Location of the plant
.....
3. Order no. and Date of order
.....
4. Date of commissioning
.....
5. Details of stacker/reclaimer
(a) Continuous rated Capacity

Signature of authorized signatory.....

- | | | | |
|----|-------|---|------------------|
| | (i) | Stacking (MTPH) | |
| | | | |
| | (ii) | Reclaiming | (MTPH) (average) |
| | | | |
| | (b) | Cantilever boom type, Slewable & luffable | *Yes/No |
| | (c) | Bucket wheel type : | * Yes/No |
| | (d) | Travelling type | * Yes/No |
| | (e) | Boom Length (mtr.) | |
| 6. | | Material handled alongwith
.....
its bulk density | |
| 7. | | Whether work executed as
.....
prime contractor or sub-contractor | |
| 8. | | Whether system is in operation | Yes*/No* |
| 9. | | No. of years of successful
operation | |

Signature of authorized signatory.....

10. Scope of work

- | | | | |
|------|---|---|---------|
| (i) | Whether bidder's scope included | : | *Yes/No |
| (a) | Design | : | Yes/No |
| (b) | Manufacturing | : | Yes/No |
| (c) | Supply | : | Yes/No |
| (d) | Erection | : | Yes/No |
| (e) | Commissioning | : | Yes/No |
| (ii) | Whether scope of work included all associated civil & structural steel and Electrical works | : | *Yes/No |

11. Clients certificate enclosed at Annexure..... to this Attachment-3A-6 in support of

- | | | | |
|------|---|---|-----------|
| (i) | Details sought out item nos. 3 through 11 above | : | *Yes / No |
| (ii) | Successful operation of above for atleast least one (1) year. | : | *Yes / No |

12. Whether Deed of Joint Undertaking as per format enclosed in the Bidding Documents enclosed with the bid at Annexure..... to this Attachment-3K

* **Strike out whichever is not applicable.**

Date :

Place : (Signature)..... (Printed

name).....

(Designation).....

seal)..... (Common

Signature of authorized signatory.....

SCHEDULE OF QUALIFICATION REGARDING WAGON TIPPLER.

In conformity with the requirements specified under clause 4.20.5 Sub section-IA, Section -VI, Part-A of Wagon Tippler module, we have offered Wagon Tippler manufactured / supplied by M/s who have supplied minimum one (1) no. side dischargewagon tippler suitable for tipping Indian Railway Wagons used for transportation of coal or other minirals which are in successful operation for at least one (1) year. In support of the above, we furnish below the following details :

PLANT 1

(1) Name of Manufacturer

(2) Experience and Details

(i) Clients Name and Address

(ii) Type

(iii) Years of Commissioning

(iv) Number supplied

(v) Rated Tipling rate

(vi) Certificate from client enclosed Yes/No

Signature of authorized signatory.....

FORM OF DEED OF JOINT UNDERTAKING
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE
COLLABORATOR / ASSOCIATE ALONGWITH THE CONTRACTOR FOR
COAL HANDLING PLANT FOR FORM OF JOINT DEED OF UNDERTAKING

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE
ASSOCIATE/COLLABORATOR ALONG WITH THE BIDDER AND SUBVENDOR
FOR PERFORMANCE OF COAL HANDLING PLANT OF EPC PACKAGE FOR PATRATU
SUPER THERMAL POWER STATION EXPANSION PHASE-I (3X800 MW)
(AS PER CLAUSE 4.20.3 OF ITEM 1.0.0 OF BDS)

This DEED of UNDERTAKING executed this..... day ofTwo thousand by M/sa Company incorporated under having its Registered Office at (hereinafter called the "Collaborator"/"Associate", 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 Subvendor, 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, which expression shall include its successors, administrators, executors and permitted assigns) in favour of NTPC Limited incorporated under the Companies Act, 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, 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

Signature of authorized signatory.....

guarantee tests for the EPC Package for Patratu STPSExpansion Phase-I (3X800MW) (hereinafter referred to as "Plant") vide its Bidding Document No. : CS-9585-001-2.

And whereas WHEREAS M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer bearing proposal No..... dated for EPC Package for Patratu STPSExpansion Phase-I (3X800MW) against the Employer's Bidding Documents No. CS-9585-001-2 including design, engineering, manufacture, supply, transportation to site, installation, testing and commissioning (including trial operation and Performance & Guarantee tests) of the Coal Handling Plant.

AND WHEREAS Clause 4.20.3 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents stipulates that bidding is open to a bidder who meet the requirements stipulated in Clause 4.20.1 of Sub-Section-IA, Part-A, Section-VI and collaborates/associates with a firm who in turn fully meets the stipulated requirements as per Clause 4.20.2 of Item 1.0.0 of Bid Data Sheets of Bidding Documents.

AND WHEREAS M/s..... (Bidder/Subvendor) himself does not meet the requirements of clause no. 4.20.2 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents and hence desires to Collaborate/Associate with M/s..... (hereinafter referred to as Collaborate/Associate) who has designed, manufactured, supplied, erected and commissioned including all associated structural steel works and electrical works of at least one (1) number cantilever boom type, slewable and luffable, bucket wheel type travelling stacker-cum-reclaimer suitable for stacking and reclaiming at a rated capacity of 1000/1000 Metric tonnes per hour (or above) for coal or other mineral of equivalent volumetric capacity which is in successful operation for at least ONE(1) YEAR and as a pre condition for submitting the bid, the Bidder/Subvendor and the Collaborate/Associate are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking that they shall be held jointly and severally responsible and bound unto the Employer for successful performance of the relevant system (i.e. Stacker cum Reclaimer along with associated auxiliary equipment) to be designed, manufactured, supplied and installed under the EPC Package for PATRATUSTPSEXPANSION PHASE-I (3X800MW) fully meeting the parameters guaranteed as per the Bidding Documents, in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter called the "Contract").

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER :

1. That in consideration of the Award of the Contract by the Employer to the Bidder, we, the aforesaid Associate, Bidder and Subvendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the Stacker-Cum-Reclaimer and the associated auxiliary equipment and perform all

Signature of authorized signatory.....

the contractual obligations including the technical guarantees for the Stacker-cum-Reclaimer and the associated auxiliary equipment.

2. In case of any breach of the Contract committed by the Bidder/Subvendor, we, the Collaborator/Associate, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Stacker-Cum-Reclaimer and associated auxiliary equipment and undertake to carry out all the obligations and responsibilities under the contract in order to discharge the Bidder's/Subvendor/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 and Contractor, jointly and severally undertake to promptly indemnify, and pay such losses/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 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, nor any extension of time or any relaxation given by the Employer to the Contractor would prejudice to any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate/Collaborator.

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 Collaborator/Associate will be fully responsible for design, manufacture, supply, erection, putting into satisfactory operation, commissioning and carrying out the guarantee tests as well as meeting all stipulated technical requirements and guaranteed parameters for Stacker-Cum-Reclaimer and the associated auxiliary equipment to the satisfaction of the Employer.

Further, the Collaborator/Associate shall depute their technical experts from time to time to the Bidder's/Subvendor's works/Employer's project site as required by Employer and agreed to by the Contractor/Associate to facilitate the successful performance of the Stacker-Cum-Reclaimer and the associated auxiliary equipment as stipulated in the aforesaid Contract.

Further the Collaborator/Associate shall ensure proper design, manufacture, supply erection, testing and successful performance of the Stacker-Cum-Reclaimer and the associated auxiliary equipment in accordance with the specifications and stipulations of the Bidding Documents and if necessary the Associate shall advise the Bidder/Subvendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

Signature of authorized signatory.....

- (b) In the event the Collaborator/Associate and Bidder/Subvendor fail to demonstrate successful performance of the Stacker-Cum-Reclaimer and the associated auxiliary equipment as set forth in paragraph 1 above, the Collaborator/Associate and the Contractor shall promptly carry out all the 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 Stacker-Cum-Reclaimer and the associated auxiliary equipment and payments of financial liabilities, penalties and fulfillment of all other obligations as provided under the Contract shall be the joint and several responsibilities of the Contractor and Associate.
- 4. We, the Bidder/Subvendor and Collaborator/Associate 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 and further stipulate that the Undertaking herein contained shall terminate after 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 Bidder, including the Contract Performance Security as well as other obligations of the Bidder in terms of the Contract.
- 5. The Bidder/Subvendor and Collaborator/Associate will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their Vendor's works or fabricated/constructed at site, and their repairs or replacement, if necessary, for incorporation in the Stacker-Cum-Reclaimer and the associated auxiliary equipment and timely delivery thereof to meet the work schedule under the Contract.
- 6. In case of Award, in addition to the Contract Performance Security furnished by the Bidder, the Collaborator/Associate 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 35 million (Rupees THIRTY FIVEmillion only) 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 for entire period of Contract, i.e. till ninety (90) days beyond the end of the Defect Liability period of the Coal Handling 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.

Signature of authorized signatory.....

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 Document. This Deed of 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 Collaborator/Associate , Bidder and Subvendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contracts. We further agree that this Undertaking shall continue to be enforceable till the successful completion of Contract and till the Employer discharge it.
9. That this Deed shall be operative from the effective date of the Contract.

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

FOR M/S

(COLLABORATOR/ASSOCIATE)

WITNESS :

1.

(SIGNATURES)

.....

(SIGNATURE OF THE AUTHORISED

REPRESENTATIVE)

.....

(NAME & OFFICIAL ADDRESS)

NAME :

DESIGNATION :

COMMON SEAL OF THE COMPANY

.....

FOR M/S.....

Signature of authorized signatory.....

(SUBVENDOR)

WITNESS :

1.

(SIGNATURES)

.....

(NAME & OFFICIAL ADDRESS)

.....

(SIGNATURE OF THE AUTHORISED

REPRESENTATIVE)

NAME :

DESIGNATION :.....

COMMON SEAL OF THE COMPANY

FOR M/S.....

(BIDDER)

1.

(SIGNATURES)

.....

(NAME & OFFICIAL ADDRESS)

.....

(SIGNATURE OF THE AUTHORISED

REPRESENTATIVE)

NAME :

DESIGNATION :.....

COMMON SEAL OF THE COMPANY

Note : * Bidder and his Collaborator/Associate to strike out whichever is not applicable.

Signature of authorized signatory.....

SUB : SUB-QUALIFYING REQUIREMENTS FOR THE FUEL OIL SYSTEM

In order to satisfy the requirement of bidder/subvendor's experience, as indicated in Technical Specification clause no. 4.21.0, Sub-Section-IA, Section-VI, Part-A, we declare that we, M/s..... have engineered/ got engineered, supplied, erected, tested and commissioned atleast one (1) no. of Fuel Oil Handling and storage installations, which is in successful operation for minimum one(1) year consisting of :

- i) Fuel Oil decanting facilities for road tankers/railway wagons.
- ii) Fuel oil Storage tanks of capacity not less than 500 cubic meters each.

The details are given below :

Sl. No.	Description	Station-I	Station-II
1.	Name and address of manufacturer		
2.	Client's Name & its address		
3.	Name & Location of the Plant		
4.	Contract / Order No. & Date		
5.	Date of commissioning		
6.	Capacity of storage tank	 Cu.M	 Cu.M
7.	No. of above said storage tank		
8.	Scope of the work for the aforesaid contract including		
(i)	Engineering		
(ii)	Got Engineered	Yes*/No*	Yes*/No*
(iii)	Supply	Yes*/No*	Yes*/No*
(iii)	Erection		
(iv)	Testing	Yes*/No*	Yes*/No*
(v)	Commissioning	Yes*/No*	Yes*/No*

Signature of authorized signatory.....

Sl. No.	Description	Station-I	Station-II
9	Date of commencement of successful operation		
10.	No. of years in successful operation		
11.	Client's certificate(s) enclosed as Annexure..... to this Attachment-3K		

Date :
(Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

*** Strike out whichever is not applicable.**

Signature of authorized signatory.....

EPC PACKAGE FOR
PATRATU STPS EXPANSION PHASE-I (3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2
[Qualifying Requirement Data/ Provenness Data (as applicable)]

**DETAILS OF PROVENNESS OF THE
OFFERED GENERATOR AS PER
CLAUSE NO. 2.0 Sub-Section-IA,
PART-A, SECTION-VI
OF BIDDING DOCUMENTS**

	Reference Generator	Offered Generator
(a)	Name of the Station and its Location	
(b)	Client Name and its Address, Fax and Tel. No.	
(c)	Name and Designation of the responsible person in Client's Organisation	
(d)	Contract No. & Date	
(e)	Date of commissioning	
(f)	Date of commencement of successful operation	
(g)	Generator Make	
(h)	Model No.	
(i)	MVA Rating	
(j)	MW Rating	
(k)	Rated Voltage	

Signature of authorized signatory.....

	Reference Generator	Offered Generator
(l)	Cooling Medium (e.g. Water, hydrogen etc)	
	(i) Stator Core	
	(ii) Stator Winding	
	(iii) Rotor	
(m)	Number of shaft mounted fans	
(n)	Thermal Class of Insulation	
	(i) Stator	
	(ii) Rotor	
(o)	Type of Excitation System	
(p)	Details of Core & Core support system (e.g. Spring type/Rigid type etc.)	
(q)	Factory /Works where the Generator rating equal to 500MW or more was manufactured, assembled & tested	
(R1)	Factory/works where the offered generator is proposed to be manufactured, assembled and tested	
(s)	Latest/recent certificate from client that the generator with above technical parameters is in successful operation for a minimum period of one (1) year prior to the date of Techno-Commercial Bid opening (actual time period to be mentioned) and caused	

Signature of authorized signatory.....

no serious problem in past,
is enclosed at Annexure....
to this Attachment-3K

	Reference Generator	Offered Generator
--	------------------------	----------------------

- (t) List of above Generators
(with date of supply) already
manufactured, assembled &
tested in the factory/works
mentioned at S.No.(R1) above
is enclosed at Annexure....
to this Attachment-3K

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

Signature of authorized signatory.....

**EPC PACKAGE FOR
PATRATU STPS EXPANSION PHASE-I (3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2**

Bidder's Name and Address :

To
Contract Services-II
NTPC Limited
Noida-201301

SUB : Sub-Qualifying Requirements for the Isolated Phase Busduct

- (A) We/ subvendor..... have designed, manufactured, type tested, supplied, *erected / *supervised erection and *commissioned/ *supervised commissioning of Isolated phase busduct for a Turbo-Generator of atleast 500 MW, which is in successful operation for a period of not less than two (2) years (.....)as per stipulated requirements mentioned at Clause No. 5.1.1 of Sub-Section-IA, Part-A, Section-VI of Bidding documents. The details of the same are given below :
- a) Name of the Plant and its Location
 - b) Client's name, his address with Fax No.
 - c) Rating of Turbo Generator (MW)
 - d) Number of Units
 - e) Busduct rating (in KV & KA)
 - f) Brief Scope of work
 - g) Date of Award of Contract
 - h) Value of Order
 - i) Date of commissioning
 - j) No. of years in successful operation :
- k) Certificate from client in support of above i.e. from (a) to (j) including capacity of Turbo Generator, Busduct Rating, year and month of Commissioning, period of successful

Signature of authorized signatory.....

operation and that the above Isolated Phase bus duct installed by us have caused no serious problem in the past, is furnished this proposal at Annexure.....

(B) We do not fulfil the requirements stipulated at Clause No. 5.1.1 of Sub-Section-IA, Part-A, Section-VI of Bidding documents. We are however, qualified as we meet the requirements mentioned at Clause No. 5.1.2 of Sub-Section-IA, Part-A, Section-VI of Bidding documents. We/ subvendor have designed, manufactured, type tested, supplied, *erected/ *supervised erection and *commissioned/ *supervised commissioning of Isolated phase busduct for a Turbo-Generator of atleast 200 MW, which is in successful operation for a period of not less than two (2) years, as per details given below :

- a) Name of the Plant and its Location
- b) Client's name, his address with Fax No.
- c) Rating of Turbo Generator (MW)
- d) Number of Units
- e) Bus duct rating (in KV & KA)
- f) Brief Scope of work
- g) Date of Award of Contract
- h) Value of Order
- i) Date of commissioning
- j) No. of years in successful operation :
- k) Certificate from client in support of above i.e. from (a) to (j) including capacity of Turbo Generator, Busduct Rating, year and month of Commissioning, period of successful operation and that the above Isolated

Signature of authorized signatory.....

Phase bus duct installed by us have caused no serious problem in the past, is furnished with this proposal at Annexure.....

Further, as per the requirement stipulated at Clause No. 5.1.2(ii) of Sub-Section-IA, Part-A, Section-VI of Bidding documents, we confirm having an on-going technical collaboration agreement with M/s..... (Associate/ Collaborator) who in turn meets the requirements of Clause No. 5.1.1 of Sub-Section-IA, Part-A, Section-VI of Bidding documents.

Our Associate/Collaborator..... have designed, manufactured, type tested, supplied, *erected / *supervised erection and *commissioned/ *supervised commissioning of Isolated phase busduct for a Turbo-Generator of atleast 500 MW, which is in successful operation for a period of not less than two (2) years as per details given below :

- a) Name of the Plant and its Location
- b) Client's name, his address with Fax No.
- c) Rating of Turbo Generator (MW)
- d) Number of Units
- e) Bus duct rating (in KV & KA)
- f) Brief Scope of work
- g) Date of Award of Contract
- h) Value of Order
- i) Date of commissioning
- j) No. of years in successful operation :
- k) Certificate from client in support of above i.e. from (a) to (j) including capacity of Turbo Generator, Busduct Rating, year and month of Commissioning, period of successful operation and that the above Isolated Phase bus duct installed by us have

Signature of authorized signatory.....

caused no serious problem in the
past, is furnished with this proposal
at Annexure.....

Signature of authorized signatory.....

Following are the details of our Associate/ Collaborator as per the requirement stipulated at Clause No. 5.1.2(ii) of Sub-Section-IA, Part-A, Section-VI of Bidding documents with whom we are having an ongoing technical collaboration agreement.

- a) Name of Collaborator with complete Address & Fax No.
- b) Period of Ongoing Collaboration Agreement
- c) Certified true copy of Technical Collaboration Agreement is enclosed herewith as Annexure
- d) Deed of Joint Undertaking with the Collaborator for satisfactory performance of equipment as per NTPC's format is enclosed and placed at Annexure..... to our proposal and further confirm that our Associate/Collaborator shall furnish an on-demand Bank Guarantee for INR Two Million only (INR 2 Million only)

Date :
(Signature).....

Place : (Printed Name).....
(Designation)
(Company Seal).....

Note :

1. Continuation sheet of like size & format may be used, if required.
2. * Please strikeoff whichever is not applicable.

Signature of authorized signatory.....

(for Route 1)
EPC PACKAGE
FOR
PATRATU SUPER THERMAL POWER STATION
EXPANSION PHASE - I (3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2
(Experience details of Bidder seeking qualification
as per Clause No. 5.2A.1 of Provenness of Technical Specification, Section-VI, i.e.
under Route 1)

Bidder's Name and address :

To

Contract Services-I,

NTPC Limited.,

Noida - 201301

Sub: Sub-Qualifying Requirements for Power Transformer (765kV)

We M/s. (bidder/sub-vendor) have designed, manufactured and supplied at least two (2) numbers of 715 kV or above voltage level single phase Generator transformers of at least 200MVA unit capacity which are in successful operation for at least two years.

The details of the same are furnished below:

Details of Transformers:

Signature of authorized signatory.....

Sl.No.	Item Description	Transformer	
		I	II
1.00.00	Name of the station		
1.01.00	Client name and its address, Fax and Tel. No.		
1.02.00	Name and designation of the responsible person in client's organisation, Telephone No., E mail etc.		
1.03.00	No of Generator Transformer in the station		
1.04.00	Contract No. & Date		

Signature of authorized signatory.....

(for Route 1)

Sl.No.	Item Description	Transformer**	
		I	II
1.05.00	Voltage rating of Generator Transformer		
1.06.00	MVA ratings of Generator Transformer		
1.07.00	Whether single phase	*Yes/*No	*Yes/*No
1.08.00	Date of commencement of successful operation		
1.09.00	Scope of work of aforesaid Generator transformer		
	(i) Designed	*Yes/*No	*Yes/*No
	(ii) Manufacturing	*Yes/*No	*Yes/*No
	(iii) Supply	*Yes/*No	*Yes/*No
1.10.00	No. of years of successful operation		

Signature of authorized signatory.....

1.11.00	Supporting documents like performance Certificate, completion Certificate, letter of Award/purchase Order/Contract Agreement etc. are enclosed as Annexure No....., Page No.	*Yes/*No	*Yes/*No
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Date : (Designation).....

Place : (Printed Name).....

Note :

* Please strike off whichever is not applicable.

Signature of authorized signatory.....

(for Route 2)

EPC PACKAGE

FOR

PATRATU SUPER THERMAL POWER STATION

EXPANSION PHASE- I (3X800 MW)

BIDDING DOCUMENT NO. CS-9585-001-2

(Experience details of Bidder seeking qualification

as per Clause No. 5.2A.2 of Provenness of Technical Specification, Section-VI, i.e.

under Route 2)

Bidder's Name and address :

To

Contract Services-I,

NTPC Limited.,

Noida - 201301

Sub: Sub-Qualifying Requirements for Power Transformer (765kV)

1. In accordance with clause 5.2A.2 of Provenness of Technical Specification, Section-VI, we M/s.(bidder/sub-vendor) have designed, manufactured and supplied at least two (2) numbers (one each at two different installations) of 400kV or above voltage level Generator transformers of at least 200 MVA unit capacity (either three phase transformer as a single unit or single phase Transformer) which are in successful operation for two (2) years and have established manufacturing facility in India for 800 kV Class Transformers and have Manufactured and Supplied 800 kV Class or above Transformers from such facility. The details of or the same are as follows:

Signature of authorized signatory.....

A. Details of our experience for 400KV or above Voltage level Generator Transformer :

Sl.No.	Item Description	**Installation -I	**Installation - II
1.00.00	Name of the stations		
1.01.00	Client(s) name and its address, Fax and Tel. No.		
1.02.00	Name and designation of the responsible person in client's organisation, Tel No., Email etc.		
1.03.00	No of Generator Transformer in the station		
1.04.00	Contract No. & Date		
1.0500	Voltage rating of Generator Transformer		
1.06.00	MVA ratings of Generator Transformer		

Signature of authorized signatory.....

Sl.No.	Item Description	**Installation -I	**Installation - II
1.07.00	Whether single phase or three phase		
1.08.00	Date of commencement of successful operation		
1.09.00	Scope of work of aforesaid Generator transformer		
	(i) Designed	Yes*/No*	Yes*/No*
	(ii) Manufacturing	Yes*/No*	Yes*/No*
	(iii) Supply	Yes*/No*	Yes*/No*
1.10.00	No. of years of successful operation		
1.11.00	Supporting documents like performance Certificate, completion Certificate, letter of Award/purchase	Yes*/No*	Yes*/No*

Signature of authorized signatory.....

Order/Contract Agreement etc. are
enclosed as Annexure No.....,
Page No.

B) Details of manufacturing facilities in India for 800 kV Class Transformers and details of supplies of 800 kV Class or above Transformers from this facility :

Sl.No.	Item Description	Facility
1.00.00	Address of Manufacturing facility Fax No. and Tel. No.	
1.01.00	Year of establishment	
1.02.00	Highest rating in KV of the Transformers which can be manufactured at the facility	
1.03.00	Yearly manufacturing capacity in MVA	

Signature of authorized signatory.....

Sl.No.	Item Description	Facility
--------	------------------	----------

1.04.00 Name of the Works Manager/
Production Incharge with
Tele. No., e-mail, etc.

Detail of Supplied 800 KV Class Transformer from above Facility

Installation-I.....III

2.00.00 Name of the stations

2.01.00 Client(s) name and its address,
Fax and Tel. No.

2.02.00 Name and designation of the
responsible person in client's
organisation Tele. no., e-mail, etc.

2.03.00 Contract No. & Date

2.04.00 Voltage rating of Transformer

2.05.00 MVA ratings of Transformer

Signature of authorized signatory.....

2.06.00	Whether single phase	Yes*/No*
2.07.00	Date of despatch of Transformer	
2.08.00	Scope of work of aforesaid transformer	
	(i) Manufacturing	Yes*/No*
	(ii) Supply	Yes*/No*
2.09.00	No. of years of successful operation (if any)	
2.10.00	Supporting documents for establishment of manufacturing facility and manufacturing & supply of 800 kV class transformers are enclosed as Annexure..... Page No.....	Yes*/No*

Signature of authorized signatory.....

Date : (Designation).....

Place : (Printed Name).....

Note :

* Please strike off whichever is not applicable.

Signature of authorized signatory.....

(for Route 3)

**EPC PACKAGE
FOR
PATRATU SUPER THERMAL POWER STATION
EXPANSION PHASE- I (3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2
(Experience details of Bidder seeking qualification
as per Clause No. 5.2A.3 of Provenness of Technical Specification, Section-VI, i.e.
for Route 3)**

Bidder's Name and address :

To

Contract Services-I,
NTPC Ltd.,
Noida - 201301

Sub: Sub-Qualifying Requirements for Power Transformer (765Kv)

In accordance with clause 5.2.3 of Provenness of Technical Specification, Section-VI, we M/s. (bidder/sub-vendor) meet the requirements of clause no. 5.2A.3 of Provenness of Technical Specification, Section-VI and have Association/Collaboration for design and manufacturing of 800 kV class transformers in India. We have associated with M/s.....(Associate/Collaborator) who meets the requirement of clause 5.2A.1 of

Provenness of Technical Specification, Section-VI. The deed of joint undertaking with the Associate/collaborator is enclosed at Anneuxre..... The details of our experience / our associate/collaborator experience are as follows:

A. In accordance with clause 5.2A.3 of Technical Specification we M/s (bidder/sub-vendor) have designed, manufactured and supplied at least two (2) numbers (one

Signature of authorized signatory.....

each at two different installations) of 400 kV or above voltage level transformers of at least 200 MVA unit capacity (either three phase transformer as single unit or single phase transformer) which are in successful operation for atleast two (2) years. The details of the same are given below:

Sl.No.	Item Description	**Installation-I	**Installation-II
1.00.00	Name of the stations		
1.01.00	Client(s) name and its address, Fax and Tel. No.		
1.02.00	Name and designation of the responsible person in client's organisation, Telephone No., E-mail etc.		
1.03.00	Contract No. & Date		
1.04.00	Voltage rating of Transformer		

Signature of authorized signatory.....

Sl.No.	Item Description	**Installation-I	**Installation-II
1.05.00	MVA ratings of Transformer		
1.06.00	Whether single phase or three phase		
1.07.00	Date of commencement of successful operation		
1.08.00	Scope of work of aforesaid transformer		
	(i) Designed	Yes*/No*	Yes*/No*
	(ii) Manufacturing	Yes*/No*	Yes*/No*
	(iii) Supply	Yes*/No*	Yes*/No*
1.09.00	No. of years of successful operation		
1.10.00	Supporting documents like	Yes*/No*	Yes*/No*

Signature of authorized signatory.....

performance Certificate, completion
Certificate, letter of Award/purchase
Order/Contract Agreement etc. are
enclosed as Annexure No.....,
Page No.

B. Experience Details of our Associate for Transformers

We M/s. (bidder/sub-vendor) have Association/Collaboration Agreement for design and manufacturing of 800 kV Class Transformers in India and have associated with M/s (Associate/Collaborator) who meets the requirement of clause 5.2A.1 of Provenness of Technical Specification, Section-VI i.e. They have designed, manufactured & supplied at least two (2) numbers of 715 kV or above voltage level single phase Generator transformers of at least 200 MVA unit capacity, which are in successful operation for at least two years. The details of the experience of our associate/ collaborator is given below:

Sl.No.	Item Description
--------	------------------

- | | |
|---------|--|
| 1.00.00 | Name of the Associate,
address. Ph. No., Fax No. |
| 2.00.00 | Copy of collaboration/Association
Agreement is enclosed as
Annexure Page No..... |

Signature of authorized signatory.....

Sl.No.	Item Description
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2.01.00	Name & designation of responsible person in Associate/collaborator organisation
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Detail of Transformer (Associate/Collaborator)

Sl.No.	Item Description
--------	------------------

3.00.00	Name of the station
---------	---------------------

3.01.00	Client name and its address, Fax and Tel. No.
---------	---

3.02.00	Name and designation of the responsible person in client's organisation
---------	---

3.03.00	Contract No. & Date
---------	---------------------

3.04.00	Voltage rating of Generator
---------	-----------------------------

Signature of authorized signatory.....

	Transformer		
3.05.00	MVA ratings of Generator Transformer		
3.06.00	Whether single phase	Yes/No	Yes/No
3.07.00	Date of commencement of successful operation		
3.08.00	Scope of work of aforesaid Generator transformer		
	(i) Designed	Yes*/No*	Yes*/No*
	(ii) Manufacturing	Yes*/No*	Yes*/No*
	(iii) Supply	Yes*/No*	Yes*/No*
3.09.00	No. of years of successful operation		

Signature of authorized signatory.....

Sl.No.	Item Description		
3.10.00	Supporting documents like performance Certificate, completion Certificate, letter of Award/purchase Order/Contract Agreement etc. are enclosed as Annexure No....., Page No.	Yes*/No*	Yes*/No*

We Bidder/Sub vendor confirm to furnish an undertaking jointly executed by Bidder/its sub vendor and its Associate/Collaborator as per format for successful performance of the equipment. We confirm to submit DJU for INR----- as per format prior to placement of order on sub vendor.

We further confirm that notwithstanding anything stated above, the Employer reserves the right to assess our / our Collaborator's / our Associates / our Subsidiaries / our Group Companies' capabilities and capacity to perform the Contract, should the circumstances warrant such assessment in the overall interest of the Employer in line with QR requirement at item No. 5.2A.3 of Provenness of Technical Specification, Section-VI.

Date : (Designation).....

Place : (Printed Name).....

Note : * Please strike off whichever is not applicable.

Signature of authorized signatory.....

(for Route 1)

EPC PACKAGE
FOR
PATRATU SUPER THERMAL POWER STATION
EXPANSION PHASE- I (3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2
(Experience details of Bidder seeking qualification
as per Clause No. 5.3A.1 of provenness of Technical Specification, Section-VI i.e.
under Route 1)

Bidder's Name and address :

To

Contract Services-I,

NTPC Limited.,

Noida - 201301

Sub: Sub-Qualifying Requirements for Shunt Reactors (765kV)

In accordance with clause 5.3A.1 of Provenness, Technical Specification, Section-VI we(bidder/sub-vendor) have designed, manufactured & supplied atleast two (2) numbers of 715kV or above voltage level single phase reactors of at least 80 MVAR unit capacity which are in successful operation for at least two years. The details of the same are given below :

Details of reactor:

Sl.No.	Item Description Reactor**	I	II
--------	----------------------------	---	----

Signature of authorized signatory.....

1.00.00	Name of the Client		
2.00.00	Client Name & Address, Fax/Tel No.		
3.00.00	Name and designation of The responsible for person in Client's organisation, Telephone No., email etc.		
4.00.00	No. of Shunt reactors		
5.00.00	Rating of Shunt reactor (MVAR)		
6.00.00	Voltage rating of the Shunt reactor		
7.00.00	Whether Single phase Shunt reactor	*Yes/*No	*Yes/*No

Signature of authorized signatory.....

Sl.No.	Item Description Reactor**	I	II
8.00.00	Date of commencement of successful operation		
9.00.00	Scope of work of aforesaid Shunt reactor.		
	(i) Design	*Yes/*No	*Yes/*No
	(ii) Manufacturing	*Yes/*No	*Yes/*No
	(iii) Supply	*Yes/*No	*Yes/*No
10.00.00	No. of years in successful operation		
11.00.00	Supporting documents like performance Certificate, completion Certificate, letter of Award/purchase Order/Contract Agreement etc. are enclosed as Annexure No....., Page No.	*Yes/*No	*Yes/*No

Signature of authorized signatory.....

We further confirm that not withstanding anything stated above, the Employer reserves the right to assess our / Collaborator's / our Associates / our Subsidarie's / our Group Companie's capabilities and capacity to perform the Contract, should the circumstances warrant such assessment in the overall interest of the Employer in line with QR requirement at clause no. 5.3A.1 of Provenness, Technical Specification, Section-VI.

Date : (Designation).....

Place : (Printed Name).....

Note : * Please strike off whichever is not applicable.

Signature of authorized signatory.....

(for Route 2)

**EPC PACKAGE
FOR
PATRATU SUPER THERMAL POWER STATION
EXPANSION PHASE-I (3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2
(Experience details of Bidder seeking qualification
as per Clause No. 5.3A.2 of provenness of Technical Specification, Section-VI i.e.
under Route 2)**

Bidder's Name and address :

To
Contract Services-I,
NTPC Limited.,
Noida - 201301

Sub: Sub-Qualifying Requirements for Shunt Reactors (765kV)

In accordance with clause 5.3A.2 of Provenness, Technical Specification, Section-VI we M/s. (bidder) have designed, manufactured and supplied at least two (2) numbers (one each Bidder/sub-vendor installations) of 400kV or above voltage level reactor of atleast 50 MVAR unit capacity which are in successfully operation for atleast two years and have established manufacturing facilities in India for 800 kV Class Reactor and have Manufactured and Supplied 800 kV Class or above Reactor from such facility.

The details of our experience are as follows:

Signature of authorized signatory.....

A. Details of our Experience for 400KV or above Voltage level Reactor:

Sl.No.	Item Description	**Installation -I	**Installation - II
1.00.00	Name of the clients		
2.00.00	Clients address, Fax/Tel. No.		
3.00.00	Name and designation of the responsible person in client's organisation Tele. no., e-mail, etc.		
4.00.00	No. of Shunt reactors		
5.00.00	MVAR rating of shunt reactors		
6.00.00	Voltage rating of the shunt reactor		
7.00.00	Whether single phase shunt reactor		
8.00.00	Date of commencement of successful operation		

Signature of authorized signatory.....

Sl.No.	Item Description	**Installation -I	**Installation - II
9.00.00	Scope of work of aforesaid Shunt reactor.		
	(i) Design	Yes*/No*	Yes*/No*
	(ii) Manufacturing	Yes*/No*	Yes*/No*
	(iii) Supply	Yes*/No*	Yes*/No*
10.00.00	No. of years in successful operation		
11.00.00	Supporting documents like performance Certificate, completion Certificate Letter of Award/Purchase Order/ Contract Agreement etc. are enclosed as Annexure No. page no.		

Signature of authorized signatory.....

B. Details of manufacturing facility in India for 800 kV Class Reactors and details of supplies of 800 kV Class or above Reactors from this facility :

Sl.No.	Item Description	Facility
1.00.00	Address of Manufacturing facility Fax and Tel. No.	
2.00.00	Year of establishment	
2.01.00	Highest rating in kV of the Reactor which can be manufactured at the facility	
2.02.00	Yearly manufacturing capacity in MVA	
2.03.00	Name of the Works Manager/ Production Incharge with contact no., e-mail, etc.	

Signature of authorized signatory.....

Details of 800 kV Class Reactors supplied from above facility:

Sl.No.	Item Description	**Installation-I.....III
3.00.00	Name of Station	
4.00.00	Name of the clients	
5.00.00	Clients address, Fax/Tel. No.	
6.00.00	Name and designation of the responsible person in client's organisation Tele. no., e-mail, etc.	
7.00.00	No. of Shunt reactors	
8.00.00	MVAR rating of shunt reactors	
9.00.00	Voltage rating of the shunt reactor	
10.00.00	Whether single phase shunt reactor	Yes*/No*
11.00.00	Date of despatch of reactor	
12.00.00	Scope of work of aforesaid	

Signature of authorized signatory.....

Shunt reactor.

(i) Manufacturing Yes*/No*

(ii) Supply Yes*/No*

13.00.00 No. of years in successful
operation (if any)

14.00.00 Supporting documents Yes*/No*
for establishment of manufacturing
facility and manufacturing & supply
of 800 kV class reactors
are enclosed as Annexure.....

Page No.

We further confirm that notwithstanding anything stated above, the Employer reserves the right to assess our / our Collaborator's / our Associates / our Subsidiarie's / our Group Company's capabilities and capacity to perform the Contract, should the circumstances warrant such assessment in the overall interest of the Employer in line with QR requirement at item No. 5.3A.2 of Provenness, Technical Specification, Section-VI.

Date : (Designation).....

Place : (Printed Name).....

Note :

* Please strike off whichever is not applicable.

Signature of authorized signatory.....

(for Route 3)
EPC PACKAGE
FOR
PATRATU SUPER THERMAL POWER STATION
EXPANSION PHASE- I (3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2
(Experience details of Bidder seeking qualification
as per Clause No. 5.3A.3 of provenness of Technical Specification, Section-VI i.e.
for Route 3)

Bidder's Name and address : To
Contract Services-I,
NTPC Ltd.,
Noida - 201301

Sub: Sub-Qualifying Requirements for Shunt Reactors (765kV)

In accordance with clause 5.3A.3 of Provenness, Technical Specification, Section-VI we M/s. (bidder/subvendor) have designed, manufactured and supplied at least two (2) numbers (one each at two different installations) of 400kV or above voltage level reactor of atleast 50 MVAR unit capacity which are in successfully operation for atleast two years. The details of our experience are as follows:

A. Details of our Experience for 400KV or above Voltage level Reactor:

Sl.No.	Item Description	**Installation -I	**Installation - II

Signature of authorized signatory.....

- | | |
|---------|---|
| 1.00.00 | Name of the clients |
| 2.00.00 | Clients address, Fax/Tel. No. |
| 3.00.00 | Name and designation of the
responsible person in client's
organisation Tele. no., e-mail, etc. |
| 4.00.00 | No. of Shunt reactors |
| 5.00.00 | MVAR rating of shunt reactors |
| 6.00.00 | Voltage rating of the shunt reactor |
| 7.00.00 | Whether single phase shunt reactor |
| 8.00.00 | Date of commencement of
successful operation |

Signature of authorized signatory.....

Sl.No.	Item Description	**Installation - I	**Installation - II
9.00.00	Scope of work of aforesaid Shunt reactor.		
	(i) Design	Yes*/No*	Yes*/No*
	(ii) Manufacturing	Yes*/No*	Yes*/No*
	(iii) Supply	Yes*/No*	Yes*/No*
10.00.00	No. of years in successful operation		
11.00.00	Supporting documents like performance Certificate, completion Certificate Letter of Award/Purchase Order/ Contract Agreement etc. are enclosed as Annexure No. page no.		

Signature of authorized signatory.....

We M/s. (Bidder/sub-vendor) have Associated/Collaboration Agreement for design and Manufacturing of 800 kV Class reactors in India and have associated with M/s. (Associate/collaborator) who meets the requirement at 5.3A.1 of Provenness, Technical Specification, Section-VI i.e. the associate have designed manufactured and supplied at least two (2) numbers of 715 kV or above voltage level single phase reactors of at least 80 MVAR unit capacity which are in successful operation for at least two years.

The details of experience of Associate/collaborator are given below:

Detail of Associate/Collaborator

Sl.No.	Item Description	Reactor	
		I	II
1.00.00	Name of the Associate company		
2.00.00	Copy of collaboration/Association Agreement is enclosed as Annexure Page No.....		

Signature of authorized signatory.....

Sl.No.	Item Description	Reactor	
		I	II
3.00.00	Address of the Associate company including Fax / Tel. No. & person responsible in Associate Company.		
4.00.00	Name of the client/Station		
5.00.00	Client address, Fax/Tel. No.		
6.00.00	Name and Designation of the responsible person in Client's Organisation, Telephone No., E-mail etc.		
7.00.00	Location /Project		
8.00.00	MVAR rating of shunt reactor		
9.00.00	Voltage rating of the shunt reactor		

Signature of authorized signatory.....

10.00.00 Whether single phase shunt reactor

11.00.00 Date of commencement of
successful operation

12.00.00 Scope of work of aforesaid
Shunt reactor.

(i)	Design	Yes*/No*	Yes*/No*
-----	--------	----------	----------

(ii)	Manufacturing	Yes*/No*	Yes*/No*
------	---------------	----------	----------

(iii)	Supply	Yes*/No*	Yes*/No*
-------	--------	----------	----------

13.00.00 No. of years in successful
operation

Signature of authorized signatory.....

Sl.No.	Item Description	Reactor	
		I	II

14.00.00	Supporting documents like performance Certificate, completion Certificate, letter of Award/purchase Order/Contract Agreement etc. are enclosed as Annexure No....., Page No.	Yes*/No*	Yes/No
----------	--	----------	--------

We Bidder/Sub vendor confirm to furnish an undertaking jointly executed by Bidder/its sub vendor and its Associate/Collaborator as per format for successful performance of the equipment. We confirm to submit DJU for INR----- as per format prior to placement of order on sub vendor.

We further confirm that not withstanding anything stated above, the Employer reserves the right to assess our / our Collaborator's / our Associates / our Subsidiaries / our Group Companies capabilities and capacity to perform the Contract, should the circumstances warrant such assessment in the overall interest of the Employer in line with provenness requirement at item No. 5.3A.3 of Technical Specification, Section-VI.

Date : (Designation).....

Place : (Printed Name).....

Signature of authorized signatory.....

Note : * Please strike off whichever is not applicable.

EPC PACKAGE FOR
PATRATU SUPER THERMAL POWER STATION EXPANSION PHASE-I (3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2

Bidder's Name and Address :

To

Contract Services (II)

NTPC Limited

NOIDA - 201 301

Sub : Sub-Qualifying Requirements for the Power Transformers 400kV

- (A) We/subvendor have designed, manufactured, *installed / *supervised installation and *commissioned / *supervised commissioning of atleast two (2) nos. (one each at two different installations) of 400 kV or above class generator transformers of atleast 200 MVA capacity (either three phase transformer as a single unit or single phase transformer) which are in successful operation for atleast two (2) years as per stipulated requirements mentioned at Clause No. 5.2B.1 of Sub-Section-IA, Part-A, Section-VI of Bidding documents. The details of the same are given below :

Sl.	Item Description	Installation	Installation
No.		No. 1	No. 2

1.00.00 Name of the Station
 and its Location

Signature of authorized signatory.....

- 1.01.00 Client Name and its
Address, Fax and Tel. No.
- 1.02.00 Name and Designation
of the responsible person
in Client's Organisation
- 1.03.00 Contract No. & Date
- 1.04.00 Voltage Ratio
- 1.05.00 MVA Ratings
- 1.06.00 Whether Single phase or
Three phase
- 1.07.00 Voltage Class of Transformers
- 1.08.00 Date of Commissioning
of Transformers
- 1.09.00 Date of commencement
of Successful Operations

Signature of authorized signatory.....

Sl. No.	Item Description	Installation No. 1	Installation No. 2
1.10.00	Scope of work executed for aforesaid Transformers included the following :		
	(i) Designed	Yes/No	Yes/No
	(ii) Manufactured	Yes/No	Yes/No
	(iii) *Installed/ *supervised installation	Yes/No	Yes/No
	(iv) *Commissioned/ *supervised Commissioning	Yes/No	Yes/No
1.11.00	No. of year in successful operation		
2.00.00	Certificate(s) from the client(s) are enclosed along with the bid at Annexure-..... to this Attachement-3K		

Signature of authorized signatory.....

(B) We /Sub-vendor.....have designed, manufactured, *installed / *supervised installation and *commissioned / *supervised commissioning of atleast two (2) nos. 220KV or above class transformers which are in successful operation for atleast two (2) years and further we have established manufacturing facility for 400 KV class transformers based on technological support from our Associate or Collaborator, who meets the stipulated requirement in respect of Clause No. 5.2B.1 Sub-Section-IA, Part-A, Section-VI of the Bidding Documents. The details of same are given below :

Sl.	Item Description	Installation	Installation
No.		No. 1	No. 2

**A. Details for 220 KV or
above Class Transformers
& manufacturing facilities
for 400 KV Class Transformer**

- 1.00.00 Name of the Stations and its
Locations
- 1.01.00 Client(s) Name and its Address,
Fax and Tel. No.
- 1.02.00 Name and Designation of the
responsible person in Client's
Organisation

Signature of authorized signatory.....

1.03.00 Contract No. & Date

1.04.00 MVA Rating

1.05.00 Whether Single Phase or
Three Phase

1.06.00 Voltage Ratio

1.07.00 Date of commissioning of transformers

1.08.00 Date of commencement of
successful operation

1.09.00 Scope of work executed
for the aforesaid transformer
includes the following

(i)	Designed	Yes/No	Yes/No
(ii)	Manufactured	Yes/No	Yes/No
(iii)	*Installed/ *Supervised installation	Yes/No	Yes/No

Signature of authorized signatory.....

Sl. No.	Item Description	Installation No. 1	Installation No. 2
	(iv) *Commissioned /*Supervised Commissioning	Yes/No	Yes/No
1.10.00	No. of year in successful operation		
2.00.00	Certificate(s) from the client(s) are encloed along with the bid at Annexure..... to this Attachment		
3.00.00	Whether manufacturing facility for 400 KV class transformer have been established at Bidder's/ Sub-vendor's works based on techno-logical support of Associate/Collaborator	-----Yes/No -----	

Signature of authorized signatory.....

(C) **Details of Associate / Collaborator**

M/s a associate /collaborator of M/s..... have designed, manufactured, *installed/*supervised installation and *commissioned/*supervised commissioning of at least two (2) nos. (one each at two different installations) of 400 KV or above class generator transformers of at least 200 MVA capacity (either three phase transformers as a single unit or single phase transformer) which are in successful operation for atleast two (2) years as per stipulated requirements mentioned at clause no. 5.2B.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents. The details in support of above is given below :

Sl. No.	Item Description	Installation No.1	Installation No.2
1.00.00	Name of Associate or Collaborator		
1.01.00	Address of Associate or Collaborator including Tel. No and Fax No.		
1.03.00	Name of the Stations and its Locations		
1.04.00	Contract No. & Date		
1.05.00	Voltage Ratio		

Signature of authorized signatory.....

- 1.06.00 MVA Rating
- 1.07.00 Whether Single Phase or
Three Phase
- 1.08.00 Class of Transformers
- 1.09.00 Date of commissioning of
Transformers
- 1.10.00 Date of commencement of
successful operations
- 1.11.00 Scope of work executed
by aforesaid transformers
includes the following :

(i)	Designed	Yes/No	Yes/No
(ii)	Manufactured	Yes/No	Yes/No
(iii)	*Installed/*Supervised installation	Yes/No	Yes/No
(iv)	*Commissioned/ *Supervised Commissioning	Yes/No	Yes/No

Signature of authorized signatory.....

Sl. No.	Item Description	Installation No.1	Installation No.2
1.12.00	No. of year in successful operation		
2.00.00	Certificates from the client(s) are enclosed along with the bid at Annexure..... to this Attachment-3K		
3.00.00	We/our Sub-vendor confirm to furnish the Deed of Joint Undertaking jointly executed by us and our Associate/ Collaborator for successful performance of the equipment prior to the placement of order on approved sub-vendor and further confirm that our Associate/ Collaborator shall furnish an on demand Bank Guarantee for INR Sixteen million (Indian Rs. 25 million)		

Signature of authorized signatory.....

Date :
(Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Note :

1. Continuation sheet of like size & format may be used, if required.
2. *Strike off whichever is not applicable.

Signature of authorized signatory.....

Sub-Qualifying Requirements for the Shunt Reactor (400 kV)

- (A) We / Sub-vendor..... have designed, manufactured, 400 KV or above class Shunt Reactors of atleast 50 MVAR capacity (either three phase as a single unit or bank of three single phase reactors of atleast 16.67 MVAR each) which are in successful operation at atleast two (2) different Installations for atleast two (2) years as per stipulated requirements mentioned at clause no. 5.3B.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents. The details in support of above is given below:

Sl.	Item Description	Installation	Installation
No.		No. 1	No. 2

1.00.00 Name of the stations and its locations

1.01.00 Client(s) name and its address, Fax and Tel. No.

1.02.00 Name and designation of the responsible person in client's organisation

1.03.00 Contract No. & Date

Signature of authorized signatory.....

1.04.00 MVAR Rating

*1.05.00 Whether Single phase or
Three phase

* If single phase indicate
MVAR capacity of each bank

1.06.00 Voltage Rating

1.07.00 Date of commissioning

1.08.00 Date of commencement of
successful operation

1.09.00 Scope of work executed for
the aforesaid Shunt Reactor
includes the following

(i)	Designed	Yes/No	Yes/No
-----	----------	--------	--------

(ii)	Manufactured	Yes/No	Yes/No
------	--------------	--------	--------

1.10.00 No. of years in successful
operation

Signature of authorized signatory.....

Sl.	Item Description	Installation	Installation
No.		No. 1	No. 2

2.00.00 Certificate(s) from the client(s)
 are enclosed along with the bid
 at Annexure..... to this
 Attachment-3K

Signature of authorized signatory.....

- (B) (i) Details of Bidder/Sub-vendor having supplied 400 KV or above class Transformer / 220 KV or above Class Shunt Reactors as per Clause 5.3B.2 of Sub-Section-IA, Part-A, Section-VI.

We/sub-vendor have designed, manufactured, installed / supervised installation and commissioned / supervised commissioning of atleast two (2) Nos. of 400 KV or above class Transformer / 220 KV or above Class Reactor which are in successful operations for two (2) years. Their experience details in line with requirement specified in Tech. Spec. are given below.

Sl.	Item Description	Installation	Installation
No.		No. 1	No. 2

- | | |
|---------|---|
| 1.00.00 | Name of the stations
and its locations |
| 1.01.00 | Client(s) name and its
address, Fax & Tel.No. |
| 1.02.00 | Name and designation of
the responsible person
in Client's organisation |
| 1.03.00 | Contract No. & Date |

Signature of authorized signatory.....

1.04.00 Voltage Rating of Transformers
OR
Voltage Rating of Shunt Reactors

1.05.00 Date of commissioning of
Transformers/Shunt Reactors

1.06.00 Date of commencement of
successful operations

1.07.00 Scope of work executed
by aforesaid transformers
includes the following :

(i)	Designed	Yes/No	Yes/No
(ii)	Manufactured	Yes/No	Yes/No
(iii)	Installed/ supervised Installation	Yes/No	Yes/No
(iv)	Commissioned /supervised Commissioning	Yes/No	Yes/No

Signature of authorized signatory.....

Sl. No.	Item Description	Installation No. 1	Installation No. 2
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1.08.00 No. of years in successful
operation

2.00.00 Certificates from the client(s)
are enclosed along with the
bid at Annexure.....
to this Attachment-3K

Date :
(Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

- (ii) We..... confirm that we/subvendor have established manufacturing facilities for 400 KV Class Shunt Reactors based on Technological Support of our Associate/ Collaborator M/s..... who have designed and manufactured 400 KV or above class Shunt Reactors of atleast 50 MVAR capacity (either three phase as a single unit or bank of three single phase reactors of atleast 16.67 MVAR each) which are in successful operation at atleast two (2) different Installations for atleast two (2) years.

We confirm that :

- (i) Associate or Collaborator meets the qualifying requirement stipulated at clause 5.3B.1 of Sub-Section-IA, Part-A, Section-VI and shall provide a letter of undertaking for successful performance of reactors, as per the format given in the bidding document, prior to the placement or order on approved sub-vendor
- (ii) Reactor shall be of Colloaborator's / Associate's design. Reactor shall be manufactured in line with manufacturing & assembly drawings of Collaborator/Associate and Collaborator's/Associate's drawings approved by NTPC.
- (iii) Core coil assembly and final testing of the reactor shall be under the supervision of Collaborator / Associate.

The relevant details of Shunt Reactors supplied by Our Associate /Collaborator meeting the above requirement is given below :

Signature of authorized signatory.....

Sl. No.	Item Description	Installation No. 1	Installation No. 2
1.00.00	Name of the stations and its locations		
1.01.00	Client(s) name and its address, Fax and Tel. No.		
1.02.00	Name and designation of the responsible person in client's organisation		
1.03.00	Contract No. & Date		
1.04.00	MVAR Rating		
*1.05.00	Whether Single phase or Three phase		
	* If single phase indicate MVAR capacity of each bank		

Signature of authorized signatory.....

Sl. No.	Item Description	Installation No. 1	Installation No. 2
1.06.00	Voltage Rating		
1.07.00	Date of commissioning		
1.08.00	Date of commencement of successful operation		
1.09.00	No. of years in successful operation		
1.10.00	Scope of work executed for the aforesaid Shunt Reactor includes the following		
	(i) Designed	Yes/No	Yes/No
	(ii) Manufactured	Yes/No	Yes/No
2.00.00	Certificate(s) from the client(s) are enclosed along with the bid at Annexure..... to this Attachment		

Signature of authorized signatory.....

Date :
(Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Note : Continuation sheet of like size & format may be used, if required.

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirement for Outdoor Transformer

- (I) We hereby confirm that We/Subvendor M/s have manufactured & supplied atleast two (2) numbers (One each at two different installations) of 16MVA, 11 KV or higher rating oil filled transformers which are in successful operation for a period of atleast two (2) years as per stipulated requirements mentioned at Clause No. 5.4 of Sub-Section-IA, Part-A of Section-VI. The details of the same are given below:

Sl.	Item Description	Installation	Installation
No.		No. 1	No. 2

1.00.00 Name of the Installation
and its location

1.01.00 Client name and
its address,
Fax and Tel. No.

1.02.00 Name and designation
of the responsible
person in client's
organisation

1.03.00 Contract No. & Date

Signature of authorized signatory.....

1.04.00 Voltage Ratio

1.05.00 MVA Ratings

1.06.00 Voltage Class of
transformers

1.07.00 Date of Com-
missioning of
transformers

1.08.00 Date of commencement
of successful operations

1.09.00 Scope of work
executed for
aforesaid trans-
formers included
the following :

(i) Manufactured

Yes/No

Yes/No

(ii) Supplied

Yes/No

Yes/No

1.10.00 No. of years in successful
operation

Signature of authorized signatory.....

Sl.	Item Description	Installation	Installation
No.		No. 1	No. 2

2.00.00 Certificate(s) from the
client(s) are enclosed
along with the bid at
Annexure-.....to
this Attachement-3K.

II. We hereby further confirm that we/subvendor M/s have our/his own facilities for conducting all routine and type tests on transformers as per IS:2026 (except short circuit test) as per Clause No. 5.4.2 of Sub-Section-IA, Part-A of Section-VI. The details of the same are given below:

Sl. No.	Name of Test	Yes/No
---------	--------------	--------

Note :

Signature of authorized signatory.....

- 1) Subvendor to use their own performa for giving details of all routine and type test facilities available with them.
- 2) Certificates from client(s) must also be attached as Annexure..... to this Attachment-3K.

III. We/subvendor hereby confirm that 16MVA, 11KV Class or higher rated oil filled transformer manufactrued by We/subvendor have been successfully short circuit tested as per requirement of Clause No. 5.4.3 of Sub-Section-IA, Part-A of Section-VI. The details of the same are given below:

Sl. No.	Item Description	Details
1.00.00	Name of the station and its location	
1.01.00	Client name and its address, Fax and Tel. No.	
1.02.00	Name and designation of the responsible person in client's organisation	
1.03.00	Contract No. & Date	
1.04.00	Voltage Ratio	

Signature of authorized signatory.....

1.05.00 MVA Ratings

Sl. No.	Item Description	Details
---------	------------------	---------

1.06.00 Voltage Class of transformers

1.07.00 Short Circuit Test Carrying Agency
(Test Lab) Name andAddress

1.08.00 Date of Short Circuit Test

1.09.00 Short circuit test conducted Yes/No
successfully

2.00.00 Certificate(s) from the client(s) /
Lab are enclosed along with
the bid at Annexure-..... to
this Attachement-3K.

Note :

Signature of authorized signatory.....

- 1) Sub-vendor may provide any additional information regarding short circuit test on transformers and enclose along with the proposal at Annexure..... to this Attachment-3K.
- 2) If needed Sub-vendor may use own performa for giving necessary details regarding short circuit test conducted on transformers and enclose with the proposal at Annexure..... to this Attachment-3K.

Date :
(Signature).....

Place : (Printed
Name).....

(Designation).....

(Common seal).....

Sub-Qualifying Requirements **Data to be filled in to meet the proveness requirements** (Refer Clause No. 5.5, 5.13, 5.14 of Sub-Section-IA, Part-A, Section-VI. **for LT Switchgears, DC Batteries and Battery Charger**

S.No.	Item Description
	LT SWITCHGEAR
1.1	No. of Air circuit breaker panels

Signature of authorized signatory.....

and/or draw out motor control centre panels manufactured and supplied complete in all respects, under a single order, with fault rating of at least 45 kA (rms) for 1 sec and 105 kA (peak) which are in successful operation for a period of not less than two years

- 1.2 No. of Air circuit breakers having fault rating of at least 105kA MAKING and 45kA BREAKING and their associated draw out circuit breaker panels having fault withstand of at least 45kA for 1 second manufactured and supplied which are in successful operation for a period of not less than two (2) years

1.3 **DC Batteries**

Numbers, Rating and type of the Battery manufactured and supplied and installed at two different industrial installations and which are in successful operation for at least two (2) years

Signature of authorized signatory.....

S.No.	Item Description
1.4	Battery Charger Numbers, and Rating of static auto- matic voltage regulator type battery chargers manufactured and supplied and installed at two different industrial installations and which are in successful operation for at least two (2) years

- Note :**
- 1) Certificates from the client for the successful operation for each of the above shall be Submitted.
 - 2) Supporting documents/ reference data as applicable shall be submitted.

Date : (Signature).....

Place : (Printed
Name).....

(Designation).....

(Common seal).....

Signature of authorized signatory.....

Sub QR Data to be filled in to meet the proveness requirements (Refer Clause No. 5.6 of Sub-Section-IA, Part-A, Section-VI) for 11KV/3.3KV Switchgears

S.No.	Item Description
	11KV / 3.3 KV SWITCHGEARS
1.1	No. of 11 KV and /or 6.6KV Switchgear panels manufactured and supplied on an average per annum during the last three years (under Route 1)
1.2	No. of 11KV and / or 6.6 KV Switchgear panel designed, manufactured and supplied complete in all respects with fault rating of at least 40KA for one (1) second and 100KA (peak), which are in successful operation for a period of at least two (2) years (under Route 1)
1.3	No. of Vacuum Circuit breakers manufactured and supplied for 11 KV and / or 6.6 KV panels with a rating of 40 kA rms BREAKING, 100kA peak MAKING and 40kA withstand for one (1) second, which are in successful operation in 6.6kV or higher voltage application for a period of at least two years (under Route 1)
1.4	No. of 11KV and / or 6.6KV Switchgear panels manufactured and supplied on an average per annum during the last three years (under Route 2)
1.5	No. of 11KV and /or 6.6KV Switchgear panels manufactured and supplied complete in all respects with fault rating of atleast 40kA for one (1) second and 100kA (peak) (under Route 2)

Signature of authorized signatory.....

Offered Type of panels, type tested
by the manufacturer

(Yes/No)

S.No.	Item Description	
1.6	No. of Vacuum circuit breakers manufactured and supplied for 11kV and /or 6.6kV panels with a rating of 40kA rms BREAKING, 100kA peak MAKING and 40kA withstand for one (1) second, (under Route 2)	
1.7	Bidder's / Sub Vendor's Associate or Collaborator data to meet qualifying requirement stipulated at 1.2 & 1.3 stipulated above (under Route-2)	
1.8	Deed of Joint Undertaking executed jointly by Bidder/Subvendor and its Associate/ collaborator furnished (under Route-2) . Further we confirm our associate/collaborator shall furnish an on-demand Bank Guarantee for INR 7 Million (INR Seven Million only)	(Yes/No)

- Note :**
- 1) Certificates from the client for the successful operation for each of the above shall be Submitted.
 - 2) Supporting documents/ reference data as applicable shall be submitted.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

Signature of authorized signatory.....

Sub QR Data to be filled in to meet the proveness requirements (Refer Clause No. 5.7 of Sub-Section-IA, Part-A, Section-VI. **for Numerical Relays & Networking**

S.No.	Item Description
1.1	Manufacturer's name & address
1.2	No. of Numerical relays with IEC 61850 used for application in Feeder protections/Transformer protections / Motor protections manufactured, supplied and successfully configured by manufacturer
1.3	No. of years of above relay in successful operation
1.4	Certificate from client(s) in support of data at points 1.2 and 1.3 above
2.1	Name & address of manufacturer / integrator
2.2	No. of communicable Numerical Relays in the network on IEC 61850 designed and successfully done FAT by the manufacturer / integrator
2.5	Certificate from client in support of data at points 2.2 above.

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements for the BFP Motor (Refer Clause No. 5.8 (b) of Sub-Section-IA, Part-A, Section-VI.

S.No.	Item Description	Station-I
BFP MOTOR		
1.00.00	Name of the manufacturer and its address	
1.00.01	Name of the Station and its Location	
1.01.00	Client Name and its Address, Fax No. & Tel. Nos.	
1.01.01	Name and Designation of the responsible person in Client's Organisation	
1.01.02	Contract No. & Date	
1.01.03	Rating of Motor in MW	
1.01.04	Date of Commissioning	
1.01.05	Date of Commencement of Operation	
1.01.06	Whether the Motors are in Successful Operation for a period of not less than one (1) year (.....)	Yes/No
1.01.07	Technical Particulars	
	(a) Make	
	(b) KW Rating at 50 deg.C. ambient (10MW or more)	

Signature of authorized signatory.....

S.No.	Item Description	Station-I
(c)	Rated Voltage (KV)	
(d)	Motor Type (Squirrel Cage)	Yes/No
(e)	Frame Size & Type Designation	
(f)	Type & Class of Insulation	
(g)	Type of Cooling	
(h)	Reference Standard	

Date :
(Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirement of ID Fan Motor (Refer Clause No. 5.8 (c) of Sub-Section-IA, Part-A, Section-VI).

S.No.	Item Description
-------	------------------

ID FAN MOTOR

- (i) Name of the manufacturer and its address
- (ia) 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 the manufacturers & address
- (v) Contract No. & Date
- (vi) Rating of motor in MW
- (vii) Date of commissioning
- (viii) Date of commencement of operation
- (ix) Whether the motors are in successful operation for a period not less than one (1) year
(.....)

#Yes/#No

Signature of authorized signatory.....

S.No.	Item Description	
(x)	Technical Particulars	
(a)	Make	
(b)	KW rating at 50°C ambient, (4MW or above)	
(c)	Rated voltage (KV)	
(d)	Motor type *(squirrel cage)	Yes/No
(e)	Frame size & type designation	
(f)	Type & class of insulation	
(g)	Type of cooling	
(h)	Reference standard	

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirement for Control Cables

In support of supplier experience as indicated in Technical Specification, clause 5.9 of Sub-Section-IA, Part-A, Section-VI, we declare that the supplier/sub-vendor have manufactured and supplied the following cables

- (a) Atleast 300 Kms of PVC insulated, PVC sheathed stranded copper conductor 1.1 kV grade cables in one single contract.
- (b) Atleast one (1) km of flame retardant low smoke cables.
- (i) The details of above cables at (a) are given as under :

Sl.No.	Particulars	
1.	Client name and its address, fax no. & telephone no.	
2.	Name & Designation of the responsible person in client's organisation	
3.	Name, Address, telephone no. & fax no. of the user of the cables	
4.	Name & designation of the responsible person in user's organisation	
5.	Contract No. and date	
6.	Details of Stranded copper conductor, PVC insulated, PVC sheathed control cables of 1.1 KV grade	
(i)	Manufactured	Yes/No
(ii)	Supplied	Yes/No
(iii)	Voltage grade of cable	 KV
(iv)	Type of Cable	
(v)	Total Quantity in one single contract	

Signature of authorized signatory.....

Sl.No.	Particulars
--------	-------------

7. User's Certificate of Cable enclosed

(ii) The details of above cables at (b) are given as under :

1. Client name and its address, fax no. & telephone no.
2. Name & Designation of the responsible person in client's organisation
3. Name, Address, telephone no. & fax no. of the user of the cables
4. Name & designation of the responsible person in user's organisation
5. Contract No. and date
6. Details of Flame Retardant Low Smoke cables
 - (i) Manufactured Yes/No
 - (ii) Supplied Yes/No
 - (iii) Type of Cable
 - (iv) Total Quantity supplied Km

7. User's Certificate of Cable enclosed

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

Signature of authorized signatory.....

(Common seal).....

Note :

1. Continuation sheets of like size and format may be used as per the Sub-vendor's requirement and shall be annexed to this Attachment-3K.
2. Sub-vendor is required to attach necessary documents like copies of work order, completion certificates, agreements, drawings etc. in support of the details furnished above.

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirement for 1.1kV Power Cables

In support of supplier experience as indicated in Technical Specification clause 5.10 of Sub-Section-IA, Part-A, Section-VI, we declare that supplier/sub-vendor have manufactured and supplied the following cables.

- (a) Atleast 100 Kms of aluminium conductor, XLPE insulated, PVC sheathed power cables of 1.1 kV or higher grade in one single contract.
- (b) Atleast 100 km of aluminium conductor, PVC insulated, PVC sheathed power cables of 1.1 kV or higher grade in one single contract.
- (c) Atleast one (1) km of flame retardant low smoke cables.
- (d) 1.1 kV or higher grade power cable of minimum 630 sq.mm. conductor size.
 - (i) The details of above cables at (a) are given as under :

Sl.No.	Particulars	
1.	Client name and its address, fax no. & telephone no.	
2.	Name & Designation of the responsible person in client's organisation	
3.	Name, Address, telephone no. & fax no. of the user of the cables	
4.	Name & designation of the responsible person in user's organisation	
5.	Contract No. and date	
6.	Details of aluminium conductor, XLPE insulated, PVC sheathed Power cables of 1.1 KV or higher grade	
(i)	Manufactured	Yes/No
(ii)	Supplied	Yes/No

Signature of authorized signatory.....

Sl.No.	Particulars
(iii)	Voltage grade of cable KV
(iv)	Type of Cable
(v)	Total Quantity supplied Km in our Single Contract.

7. User's Certificate of Cable enclosed

- (ii) The details of above cables at (b)
are given as under :

Sl.No.	Particulars
1.	Client name and its address, fax no. & telephone no.
2.	Name & Designation of the responsible person in client's organisation
3.	Name, Address, telephone no. & fax no. of the user of the cables
4.	Name & designation of the responsible person in user's organisation
5.	Contract No. and date
6.	Details of aluminium conductor, PVC insulated, PVC sheathed Power cables of 1.1 KV or higher grade
(i)	Manufactured Yes/No
(ii)	Supplied Yes/No
(iii)	Voltage grade of Cable .....KV
(iv)	Type of Cable

Signature of authorized signatory.....

Sl.No.	Particulars
--------	-------------

- (v) Total Quantity supplied
in one single contract Km

7. User's Certificate of Cable enclosed

- (iii) The details of above cables at (c) are given as under :

Sl.No.	Particulars
--------	-------------

1. Client name and its address,
fax no. & telephone no.
2. Name & Designation of the responsible
person in client's organisation
3. Name, Address, telephone no. &
fax no. of the user of the cables
4. Name & designation of the responsible
person in user's organisation
5. Contract No. and date
6. Details of Flame Retardant
Low Smoke cables
 - (i) Manufactured Yes/No
 - (ii) Supplied Yes/No
 - (iii) Type of Cable
 - (iv) Total Quantity supplied
..... Km
7. User's Certificate of Cable enclosed

Signature of authorized signatory.....

(iv) The details of above cables at (d) are given as under :

Sl.No.	Particulars	
1.	Client name and its address, fax no. & telephone no.	
2.	Name & Designation of the responsible person in client's organisation	
3.	Name, Address, telephone no. & fax no. of the user of the cables	
4.	Name & designation of the responsible person in user's organisation	
5.	Contract No. and date	
6.	Details of 1.1 kV or higher grade power cable of minimum 630 sq.mm conductor size	
(i)	Manufactured	Yes/No
(ii)	Supplied	Yes/No
(iii)	Voltage grade of Cable	 kV
(iv)	Conductor Size in Cable	 sq.mm.
7.	User's Certificate of Cable enclosed	

Date :

(Signature).....

Place :

Name).....

(Printed

Signature of authorized signatory.....

(Designation).....

.

(Common

seal).....

Note :

1. Continuation sheets of like size and format may be used as per the Sub-vendor's requirement and shall be annexed to this Attachment-3K.
2. Sub-vendor is required to attach necessary documents like copies of work order, completion certificates, agreements, drawings etc. in support of the details furnished above.

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirement of HT Cables

In support of supplier experience as indicated in Technical specification, clause no. 5.11 of Sub-Section-IA, Part-A, Section-VI, we declare that the supplier/sub-vendor have manufactured and supplied the following cables.

- (i) Atleast 50 Kms of XLPE insulated power cables of 6.35/11 KV or higher voltage grade, executed in one or more orders.
- (ii) Atleast one (1) Km of flame retardant low smoke cables of any voltage level.
- (A) The details of above cables at (i) are given as under* :

Sl.No.	Particulars	
1.	Client name and its address, fax no. & telephone no.	
2.	Name & Designation of the responsible person in client's organisation	
3.	Name, Address, telephone no. & fax no. of the user of the cables	
4.	Name & designation of the responsible person in user's organisation	
5.	Contract No. and date	
6.	Details of XLPE insulated power cables of 6.35/11 KV or higher voltage grade	
(i)	Manufactured	Yes/No
(ii)	Supplied	Yes/No
(iii)	Rated voltage of cable	 KV
(iv)	Type and size of Cable	

Signature of authorized signatory.....

Sl.No.	Particulars
	(v) Total Quantity supplied Km

7. User's Certificate of Cable enclosed

(B) The details of above cables at (ii) are given as under :

Sl.No.	Particulars
1.	Client name and its address, fax no. & telephone no.
2.	Name & Designation of the responsible person in client's organisation
3.	Name, Address, telephone no. & fax no. of the user of the cables
4.	Name & designation of the responsible person in user's organisation
5.	Contract No. and date
6.	Details of Flame Retardant Low Smoke cables of any voltage level
(i)	Manufactured Yes/No
(ii)	Supplied Yes/No
(iii)	Rated Voltage of Cable .....KV
(iv)	Type and size of Cable
(v)	Total Quantity supplied Km

Signature of authorized signatory.....

7. User's Certificate of Cable enclosed

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

Note :

1. Continuation sheets of like size and format may be used as per the Sub-vendor's requirement and shall be annexed to this Schedule.
 2. Sub-vendor is required to attach necessary documents like copies of work order, completion certificates, agreements, drawings etc. in support of
- * If the quantity ordered is less than 50 Km in one order than please furnish the details for other orders in same format.

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements for the DG Sets

A) In support of Supplier Experience as indicated in Technical Specification clause 5.12 of Sub-Section-IA, Part-A, Section-VI, we furnish details of DG Sets as below :-

Sl. No.	Item Description	Installation No.1	Installation No.2
---------	------------------	-------------------	-------------------

- (i) Details of DG sets
- (a) Name of Bidder/Sub-vendor
 - (b) Name of the client
 - (c) Complete Address of client, phone no. & fax no.
 - (d) Name of responsible person in client's organisation
 - (e) Location of Plant/installation where DG sets supplied
 - (f) No. of DG sets supplied
 - (g) Rating of DG sets (not less than 1500 KVA)
 - (h) Make of Alternator in the supplied DG set
 - (i) Make of Engine in the supplied DG set
 - (j) Date of commissioning
 - (k) No. of years of successful operation

Signature of authorized signatory.....

Sl. No.	Item Description	Installation No.1	Installation No.2
(I)	Documentary evidence/ Certificate in support of above is enclosed	Yes*/*No	Yes*/*No

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

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

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements for 765KV GIS Switchyard

Cl.No. 5.15.1

- A) We Bidder/Sub vendor..... have designed, manufactured, erected/ supervised erection, tested/ supervised testing and commissioned/ supervised commissioning of one (1) Gas Insulated Switchgear (GIS) equipment(s) installation having at least six (6) bays of 715kV or above voltage class with short circuit current of not less than 50 kA for 1 second, which have been in successful operation for minimum two (2) years as per stipulated requirements mentioned under Clause no. 5.15.1 of Sub-Section-IA, Part-A, Section-VI of Bidding documents. The details of above are given below:

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the GIS equipment installation	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by us / sub-vendor for aforesaid Contract includes	
:	i) Design	Yes*/ No*
	ii) Manufacturing	Yes*/ No*
	iii) Erection/ supervised erection	Yes*/ No*
	iv) Testing/ supervised testing	Yes*/ No*

Signature of authorized signatory.....

v) Commissioning/supervised commissioning Yes*/ No*

Sl. No.	Item Description	Installation(s)
7	Details of 715kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
8	Short Circuit current rating (in kA for 1 Sec.)	
9	Date of Commissioning	
10	Date of commencement of successful operation	
11	No. of years in successful operation	
12	Certificate(s) from the client(s) & copy of LOA/P.O. are enclosed along with the bid at Annexure-... to this Attachment-3K	Yes*/ No*

NOTE :

- For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
- Bidder may give details of more than one installation for Employer's reference, if he so desires.

* Bidder to strike-off whichever is not applicable.

Signature of authorized signatory.....

Cl.No. 5.15.2(a)

- A) We Bidder/Sub vendor..... confirm that we are meeting the requirements specified in clause no. 5.15.2 (a) of Sub-Section-IA, Part-A, Section-I of Bidding Documents, and in support of same we give the following details:

We the Bidder / Sub vendor have designed, constructed/erected, tested and commissioned one (1) Air Insulated Substation/ Switchyard of 715 kV or above voltage class having at least six (6) bays as per stipulated requirements mentioned under Clause no. 5.15.2(a) of Sub-Section-IA, Part-A, Section-VI of Bidding documents. The details of above are as under:

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the Substation/ Switchyard	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by us / our sub-vendor for aforesaid Contract includes :	
i)	Design	Yes*/ No*
ii)	Construction/ Erection	Yes*/ No*
iii)	Testing	Yes*/ No*
iv)	Commissioning	Yes*/ No*

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
7	Details of 715kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
	c) Whether Air Insulated Substation/ Switchyard or not	Yes*/ No*
8	Date of Commissioning	
9	Date of commencement of successful operation	
10	No. of years in successful operation	
11	Certificate(s) from the client(s) & copy of LOA/P.O. are enclosed along with the bid at Annexure-... to this Attachment-3K	Yes*/ No*

NOTE :

1. For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
2. Bidder may give details of more than one installation for Employer's reference, if he so desires.

* Bidder to strike-off whichever is not applicable.

Signature of authorized signatory.....

Cl.No. 5.15.2 (b)

B) Further, We/our-Sub-vendor have associated with the GIS manufacturer M/s (Name of the associate) we confirm that we are meeting the requirements specified in clause no. 5.15.2 (b) and in support of same we give the following details:

We the Bidder/Sub vendor have associated with a GIS manufacturer for sourcing of GIS equipment who meets the requirement indicated at Cl.No. 5.15.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents. The associate will also be fully responsible for the performance of the GIS portion of the contract. Further we (Bidder/Sub-vendor) shall arrange a Deed of Joint Undertaking jointly executed by Bidder/Sub vendor and its Associate prior to placement of order on approved vendor as per clause 5.15.2(b) of Sub-Section-IA, Part-A, Section-VI of Bidding Documents. The details of above Associate are given below:

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the GIS equipment installation.	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by associate for aforesaid Contract includes :	
i)	Design	Yes*/ No*
ii)	Manufacturing	Yes*/ No*
iii)	Erection/ supervised erection	Yes*/ No*
iv)	Testing/ supervised testing	Yes*/ No*
v)	Commissioning/ supervised commissioning	Yes*/ No*

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
7	Details of 715kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
8	Short Circuit current rating (in kA for 1 Sec.)	
9	Date of Commissioning	
10	Date of commencement of successful operation	
11	No. of years in successful operation	
12	Certificate(s) from the client(s) & copy of LOA/P.O. are enclosed along with the bid at Annexure-... to this Attachment-3K	Yes*/ No*

Note :

1. For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
2. Bidder may give details of more than one installation for Employer's reference, if he so desires.

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

Signature of authorized signatory.....

Cl.No. 5.15.3(a)

A) We Bidder/Sub vendor..... confirm that we are meeting the requirements specified in clause no. 5.15.3 (a) and in support of same we give the following details:

We the Bidder / Sub vendor have designed, constructed/erected, tested and commissioned one (1) Air Insulated Substation/ Switchyard of 715 kV or above voltage class having at least six (6) bays as per stipulated requirements mentioned under Clause no. 5.15.3(a) of Sub-Section-IA, Part-A, Section-VI of Bidding documents. The details of above are as under:

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the Substation/ Switchyard	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by us for aforesaid Contract includes :	
	i) Design	Yes*/ No*
	ii) Construction/ Erection	Yes*/ No*
	iii) Testing	Yes*/ No*
	iv) Commissioning	Yes*/ No*
7	Details of 715kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
	c) Whether Air Insulated Substation/ Switchyard or not	Yes*/ No*

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
8	Date of Commissioning	
9	Date of commencement of successful operation	
10	No. of years in successful operation	
11	Certificate(s) from the client(s) & copy of LOA/P.O. are enclosed along with the bid at Annexure-..... to this Attachment-3K	Yes*/ No*

Note :

1. For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
2. Bidder may give details of more than one installation for Employer's reference, if he so desires.

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

Signature of authorized signatory.....

Cl.No. 5.15.3 (b)

- B) Further, We have established manufactuirn facilities for GIS Equipment in India based on technological support of an associate M/s who meet the requirements specified in clause no. 5.15.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents and in support of same we give the following details :**

We the Bidder / Sub-vendor have established manufacturing facilities for GIS Equipment in India based on technological support of an Associate (who meets the requirement at 5.15.1 of Sub-Section-IA, Part-A, Section-VI) and we have designed, manufactured, erected/ supervised erection, tested/ supervised testing and commissioned/ supervised commissioning of at least one (1) Gas Insulated Switchgear (GIS) equipment(s) installation having at least six (6) bays of 715kV or above voltage class with short circuit current of not less than 50 kA for 1 second. The associate will be fully responsible for the performance of the GIS portion of the contract. Further, we (Bidder/Sub-vendor) shall arrange a Deed of Joint Undertaking jointly executed by Bidder/Sub vendor and its Associate prior to the placement of order on approved vendor as per Cl.No. 5.15.3(b) of Sub-Section-IA, Part-A, Section-VI of Bidding Documents. The details of the above are given below:

I) For Bidder/sub-vendor's having GIS Manufacturing facility in India

Sl. No.	Item Description	Installation(s)
1	Name & Location of the GIS manufacturing facilities	
2	Name and address of the associate providing technological support with Telephone, Fax and email etc.	
3	Whether manufacturing facility for GIS available in India based on technological support of Associate	Yes*/ No*
4	Client name and its address	
5	Name & Location of the GIS equipment installation.	
6	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	

Signature of authorized signatory.....

7 Name of Contract

8 Order ref. & Date

Sl. No.	Item Description	Installation(s)
9	Scope of work executed by our/our sub-vendor's Associate (GIS manufacturer) for aforesaid Contract includes :	
	i) Design	Yes*/ No*
	ii) Manufacturing	Yes*/ No*
	iii) Erection/ supervised erection	Yes*/ No*
	iv) Testing/ supervised testing	Yes*/ No*
	v) Commissioning/ supervised commissioning	Yes*/ No*
10	Details of 715kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
11	Short Circuit current rating (in kA for 1 Sec.)	
12	Date of Commissioning	
13	Certificate(s) from the client(s) & copy of LOA/P.O. are enclosed along with the bid at Annexure-..... to this Attachment-3K	Yes*/ No*

Signature of authorized signatory.....

II) For the Associate, providing technological support, to GIS manufacturer having manufacturing facility in India

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the Switchgear (GIS) equipment installation	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by Associate of GIS manufacturer for aforesaid Contract includes :	
	i) Design	Yes*/ No*
	ii) Manufacturing	Yes*/ No*
	iii) Erection / supervised erection	Yes*/ No*
	iv) Testing/ supervised testing	Yes*/ No*
	v) Commissioning/ supervised commissioning	Yes*/ No*
7	Details of 715kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
8	Short Circuit current rating (in kA for 1 Sec.)	
9	Date of Commissioning	
10	Date of commencement of successful operation	
11	No. of years in successful operation	

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
12	Certificate(s) from the client(s) & copy of LOA / P.O. are enclosed along with the bid at Annexure-.... to this Attachment-3K	Yes*/ No*

Note :

1. For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
2. Bidder may give details of more than one installation for Employer's reference, if he so desires.

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

Signature of authorized signatory.....

Cl.No. 5.15.4

Further, We have established manufacturing facilities for GIS in India based on technological support of parent company M/s who meet the requirements specified in clause no. 5.15.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents and in support of same we give the following details :

We the Bidder / Sub-vendor have established manufacturing facilities for GIS in India based on technological support of parent company (who meets the requirement at 5.15.1 of Sub-Section-IA, Part-A, Section-VI). The parent company will be fully responsible for the performance of the GIS portion of the contract. Further, we (Bidder/Sub-vendor) shall arrange a Deed of Joint Undertaking jointly executed by Bidder/Sub vendor and its parent company prior to the placement of order on approved vendor as per Cl.No. 5.15.4 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents. The details of the above are given below:

I) For Bidder/sub-vendor's having GIS Manufacturing facility in India

Sl. No.	Item Description	Installation(s)
1	Name & Location of the GIS manufacturing facilities	
2	Name and address of the associate providing technological support with Telephone, Fax and email etc.	
3	Whether manufacturing facility for GIS available in India based on technological support of parent company	Yes*/ No*

II) For the Parent company, providing technological support, to GIS manufacturer having manufacturing facility in India

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the Switchgear (GIS) equipment installation	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
6	Scope of work executed by Associate of GIS manufacturer for aforesaid Contract includes :	
	i) Design	Yes*/ No*
	ii) Manufacturing	Yes*/ No*
	iii) Erection / supervised erection	Yes*/ No*
	iv) Testing/ supervised testing	Yes*/ No*
	v) Commissioning/ supervised commissioning	Yes*/ No*
7	Details of 715kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
8	Short Circuit current rating (in kA for 1 Sec.)	
9	Date of Commissioning	
10	Date of commencement of successful operation	
11	No. of years in successful operation	
12	Certificate(s) from the client(s) & copy of LOA / P.O. are enclosed along with the bid at Annexure-.... to this Attachment-3K	Yes*/ No*

Note :

- For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
- Bidder may give details of more than one installation for Employer's reference, if he so desires.

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

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements for 400KV GIS Switchyard

Cl.No. 5.16.1

- A) We Bidder/Sub vendor..... have designed, manufactured, erected/ supervised erection, tested/ supervised testing and commissioned/ supervised commissioning of one (1) Gas Insulated Switchgear (GIS) equipment(s) installation having at least six (6) bays of 400kV or above voltage class with short circuit current of not less than 40 kA for 1 second, which have been in successful operation for minimum two (2) years as per stipulated requirements mentioned under Clause no. 5.16.1 of Sub-Section-IA, Part-A, Section-VI of Bidding documents. The details of above are given below:

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the GIS equipment installation	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by us / sub-vendor for aforesaid Contract includes	
	i) Design	Yes*/ No*
	ii) Manufacturing	Yes*/ No*
	iii) Erection/ supervised erection	Yes*/ No*
	iv) Testing/ supervised testing	Yes*/ No*
	v) Commissioning/supervised commissioning	Yes*/ No*
7	Details of 400kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
8	Short Circuit current rating (in kA for 1 Sec.)	
9	Date of Commissioning	
10	Date of commencement of successful operation	
11	No. of years in successful operation	
12	Certificate(s) from the client(s) & copy of LOA/P.O. are enclosed along with the bid at Annexure-... to this Attachment-3K	Yes*/ No*

NOTE :

1. For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
2. Bidder may give details of more than one installation for Employer's reference, if he so desires.

* Bidder to strike-off whichever is not applicable.

Signature of authorized signatory.....

Cl.No. 5.16.2(a)

- A) We Bidder/Sub vendor..... confirm that we are meeting the requirements specified in clause no. 5.16.2 (a) of Sub-Section-IA, Part-A, Section-I of Bidding Documents, and in support of same we give the following details:

We the Bidder / Sub vendor have designed, constructed/erected, tested and commissioned one (1) Air Insulated Substation/ Switchyard of 400 kV or above voltage class having at least six (6) bays which should have been in successful operation for a minimum period of two(2) years as per stipulated requirements mentioned under Clause no. 5.16.2(a) of Sub-Section-IA, Part-A, Section-VI of Bidding documents. The details of above are as under:

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the Substation/ Switchyard	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by us / our sub-vendor for aforesaid Contract includes :	
	i) Design	Yes*/ No*
	ii) Construction/ Erection	Yes*/ No*
	iii) Testing	Yes*/ No*
	iv) Commissioning	Yes*/ No*
7	Details of 400kV or above Bays	
	a) Voltage level (in kV)	

Signature of authorized signatory.....

- b) No. of bays
- c) Whether Air Insulated Substation/
Switchyard or not Yes*/ No*

Sl. No.	Item Description	Installation(s)
8	Date of Commissioning	
9	Date of commencement of successful operation	
10	No. of years in successful operation	
11	Certificate(s) from the client(s) & copy of LOA/P.O. are enclosed along with the bid at Annexure-... to this Attachment-3K	Yes*/ No*

NOTE :

- For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
- Bidder may give details of more than one installation for Employer's reference, if he so desires.

* Bidder to strike-off whichever is not applicable.

Signature of authorized signatory.....

Cl.No. 5.16.2 (b)

B) Further, We/our-Sub-vendor have associated with the GIS manufacturer M/s (Name of the associate) we confirm that we are meeting the requirements specified in clause no. 5.16.2 (b) and in support of same we give the following details:

We the Bidder/Sub vendor have associated with a GIS manufacturer for sourcing of GIS equipment who meets the requirement indicated at Cl.No. 5.16.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents. The associate will also be fully responsible for the performance of the GIS portion of the contract. Further we (Bidder/Sub-vendor) shall arrange a Deed of Joint Undertaking jointly executed by Bidder/Sub vendor and its Associate prior to placement of order on approved vendor as per clause 5.16.2(b) of Sub-Section-IA, Part-A, Section-VI of Bidding Documents. The details of above Associate are given below:

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the GIS equipment installation.	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by associate for aforesaid Contract includes :	
	i) Design	Yes*/ No*
	ii) Manufacturing	Yes*/ No*
	iii) Erection/ supervised erection	Yes*/ No*
	iv) Testing/ supervised testing	Yes*/ No*
	v) Commissioning/ supervised commissioning	Yes*/ No*
7	Details of 400kV or above Bays	
	a) Voltage level (in kV)	
	b)	No. of bays

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
8	Short Circuit current rating (in kA for 1 Sec.)	
9	Date of Commissioning	
10	Date of commencement of successful operation	
11	No. of years in successful operation	
12	Certificate(s) from the client(s) & copy of LOA/P.O. are enclosed along with the bid at Annexure-... to this Attachment-3K	Yes*/ No*

Note :

1. For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
2. Bidder may give details of more than one installation for Employer's reference, if he so desires.

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

Signature of authorized signatory.....

Cl.No. 5.16.3(a)

A) We Bidder/Sub vendor..... confirm that we are meeting the requirements specified in clause no. 5.16.3 (a) and in support of same we give the following details:

We the Bidder / Sub vendor have designed, constructed/erected, tested and commissioned one (1) Air Insulated Substation/ Switchyard of 400 kV or above voltage class having at least six (6) bays which should have been in successful operation for a minimum period of two(2) years as per stipulated requirements mentioned under Clause no. 5.16.3(a) of Sub-Section-IA, Part-A, Section-VI of Bidding documents. The details of above are as under:

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the Substation/ Switchyard	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by us for aforesaid Contract includes :	
	i) Design	Yes*/ No*
	ii) Construction/ Erection	Yes*/ No*
	iii) Testing	Yes*/ No*
	iv) Commissioning	Yes*/ No*
7	Details of 400kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
	c) Whether Air Insulated Substation/ Switchyard or not	Yes*/ No*

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
8	Date of Commissioning	
9	Date of commencement of successful operation	
10	No. of years in successful operation	
11	Certificate(s) from the client(s) & copy of LOA/P.O. are enclosed along with the bid at Annexure-..... to this Attachment-3K	Yes*/ No*

Note :

1. For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
2. Bidder may give details of more than one installation for Employer's reference, if he so desires.

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

Signature of authorized signatory.....

Cl.No. 5.16.3 (b)

- B) Further, We have established manufactuirn facilities for GIS Equipment in India based on technological support of an associate M/s who meet the requirements specified in clause no. 5.16.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents and in support of same we give the following details :**

We the Bidder / Sub-vendor have established manufacturing facilities for GIS Equipment in India based on technological support of an Associate (who meets the requirement at 5.16.1 of Sub-Section-IA, Part-A, Section-VI) and we have designed, manufactured, erected/ supervised erection, tested/ supervised testing and commissioned/ supervised commissioning of at least one (1) Gas Insulated Switchgear (GIS) equipment(s) installation having at least six (6) bays of 400kV or above voltage class with short circuit current of not less than 40 kA for 1 second. The associate will be fully responsible for the performance of the GIS portion of the contract. Further, we (Bidder/Sub-vendor) shall arrange a Deed of Joint Undertaking jointly executed by Bidder/Sub vendor and its Associate prior to the placement of order on approved vendor as per Cl.No. 5.16.3(b) of Sub-Section-IA, Part-A, Section-VI of Bidding Documents. The details of the above are given below:

I) For Bidder/sub-vendor's having GIS Manufacturing facility in India

Sl. No.	Item Description	Installation(s)
1	Name & Location of the GIS manufacturing facilities	
2	Name and address of the associate providing technological support with Telephone, Fax and email etc.	
3	Whether manufacturing facility for GIS available in India based on technological support of Associate	Yes*/ No*
4	Client name and its address	
5	Name & Location of the GIS equipment installation.	
6	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
7	Name of Contract	
8	Order ref. & Date	

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
9	Scope of work executed by our/our sub-vendor's Associate (GIS manufacturer) for aforesaid Contract includes :	
	i) Design	Yes*/ No*
	ii) Manufacturing	Yes*/ No*
	iii) Erection/ supervised erection	Yes*/ No*
	iv) Testing/ supervised testing	Yes*/ No*
	v) Commissioning/ supervised commissioning	Yes*/ No*
10	Details of 400kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
11	Short Circuit current rating (in kA for 1 Sec.)	
12	Date of Commissioning	
13	Certificate(s) from the client(s) & copy of LOA/P.O. are enclosed along with the bid at Annexure-..... to this Attachment-3K	Yes*/ No*

Signature of authorized signatory.....

II) For the Associate, providing technological support, to GIS manufacturer having manufacturing facility in India

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the Switchgear (GIS) equipment installation	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by Associate of GIS manufacturer for aforesaid Contract includes :	
	i) Design	Yes*/ No*
	ii) Manufacturing	Yes*/ No*
	iii) Erection / supervised erection	Yes*/ No*
	iv) Testing/ supervised testing	Yes*/ No*
	v) Commissioning/ supervised commissioning	Yes*/ No*
7	Details of 400kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
8	Short Circuit current rating (in kA for 1 Sec.)	
9	Date of Commissioning	
10	Date of commencement of successful operation	
11	No. of years in successful operation	

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
12	Certificate(s) from the client(s) & copy of LOA / P.O. are enclosed along with the bid at Annexure-.... to this Attachment-3K	Yes*/ No*

Note :

1. For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
2. Bidder may give details of more than one installation for Employer's reference, if he so desires.

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

Signature of authorized signatory.....

Cl.No. 5.16.4

Further, We have established manufactuirn facilities for GIS in India based on technological support of parent company M/s who meet the requirements specified in clause no. 5.16.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents and in support of same we give the following details :

We the Bidder / Sub-vendor have established manufacturing facilities for GIS in India based on technological support of parent company (who meets the requirement at 5.16.1 of Sub-Section-IA, Part-A, Section-VI). The parent company will be fully responsible for the performance of the GIS portion of the contract. Further, we (Bidder/Sub-vendor) shall arrange a Deed of Joint Undertaking jointly executed by Bidder/Sub vendor and its parent company prior to the placement of order on approved vendor as per Cl.No. 5.16.4 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents. The details of the above are given below:

I) For Bidder/sub-vendor's having GIS Manufacturing facility in India

Sl. No.	Item Description	Installation(s)
1	Name & Location of the GIS manufacturing facilities	
2	Name and address of the associate providing technological support with Telephone, Fax and email etc.	
3	Whether manufacturing facility for GIS available in India based on technological support of parent company	Yes*/ No*

Signature of authorized signatory.....

II) For the Parent company, providing technological support, to GIS manufacturer having manufacturing facility in India

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the Switchgear (GIS) equipment installation	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by Associate of GIS manufacturer for aforesaid Contract includes :	
	i) Design	Yes*/ No*
	ii) Manufacturing	Yes*/ No*
	iii) Erection / supervised erection	Yes*/ No*
	iv) Testing/ supervised testing	Yes*/ No*
	v) Commissioning/ supervised commissioning	Yes*/ No*
7	Details of 400kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
8	Short Circuit current rating (in kA for 1 Sec.)	
9	Date of Commissioning	
10	Date of commencement of successful operation	
11	No. of years in successful operation	

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
12	Certificate(s) from the client(s) & copy of LOA / P.O. are enclosed along with the bid at Annexure-.... to this Attachment-3K	Yes*/ No*

Note :

1. For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
2. Bidder may give details of more than one installation for Employer's reference, if he so desires.

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

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements for 132KV GIS Switchyard

Cl.No. 5.17.1

- A) We Bidder/Sub vendor..... have designed, manufactured, erected/ supervised erection, tested/ supervised testing and commissioned/ supervised commissioning of one (1) Gas Insulated Switchgear (GIS) equipment(s) installation having at least six (6) bays of 132kV or above voltage class with short circuit current of not less than 31.5 kA for 1 second, which have been in successful operation for minimum two (2) years as per stipulated requirements mentioned under Clause no. 5.16.1 of Sub-Section-IA, Part-A, Section-VI of Bidding documents. The details of above are given below:

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the GIS equipment installation	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by us / sub-vendor for aforesaid Contract includes	
	i) Design	Yes*/ No*
	ii) Manufacturing	Yes*/ No*
	iii) Erection/ supervised erection	Yes*/ No*
	iv) Testing/ supervised testing	Yes*/ No*
	v) Commissioning/supervised commissioning	Yes*/ No*
7	Details of 132kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
8	Short Circuit current rating (in kA for 1 Sec.)	
9	Date of Commissioning	
10	Date of commencement of successful operation	
11	No. of years in successful operation	
12	Certificate(s) from the client(s) & copy of LOA/P.O. are enclosed along with the bid at Annexure-... to this Attachment-3K	Yes*/ No*

NOTE :

- For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
- Bidder may give details of more than one installation for Employer's reference, if he so desires.

* Bidder to strike-off whichever is not applicable.

Signature of authorized signatory.....

Cl. No. 5.17.2(a)

- A) We Bidder/Sub vendor..... confirm that we are meeting the requirements specified in clause no. 5.17.2 (a) of Sub-Section-IA, Part-A, Section-I of Bidding Documents, and in support of same we give the following details:

We the Bidder / Sub vendor have designed, constructed/erected, tested and commissioned one (1) Air Insulated Substation/ Switchyard of 132 kV or above voltage class having at least six (6) bays which should have been in successful operation for a minimum period of two(2) years as per stipulated requirements mentioned under Clause no. 5.17.2(a) of Sub-Section-IA, Part-A, Section-VI of Bidding documents. The details of above are as under:

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the Substation/ Switchyard	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by us / our sub-vendor for aforesaid Contract includes :	
	i) Design	Yes*/ No*
	ii) Construction/ Erection	Yes*/ No*
	iii) Testing	Yes*/ No*
	iv) Commissioning	Yes*/ No*
7	Details of 132kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
	c) Whether Air Insulated Substation/ Switchyard or not	Yes*/ No*

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
8	Date of Commissioning	
9	Date of commencement of successful operation	
10	No. of years in successful operation	
11	Certificate(s) from the client(s) & copy of LOA/P.O. are enclosed along with the bid at Annexure-... to this Attachment-3K	Yes*/ No*

NOTE :

1. For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
2. Bidder may give details of more than one installation for Employer's reference, if he so desires.

* Bidder to strike-off whichever is not applicable.

Signature of authorized signatory.....

Cl. No. 5.17.2 (b)

B) Further, We/our-Sub-vendor have associated with the GIS manufacturer M/s (Name of the associate) we confirm that we are meeting the requirements specified in clause no. 5.17.2 (b) and in support of same we give the following details:

We the Bidder/Sub vendor have associated with a GIS manufacturer for sourcing of GIS equipment who meets the requirement indicated at Cl.No. 5.17.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents. The associate will also be fully responsible for the performance of the GIS portion of the contract. Further we (Bidder/Sub-vendor) shall arrange a Deed of Joint Undertaking jointly executed by Bidder/Sub vendor and its Associate prior to placement of order on approved vendor as per clause 5.17.2(b) of Sub-Section-IA, Part-A, Section-VI of Bidding Documents. The details of above Associate are given below:

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the GIS equipment installation.	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by associate for aforesaid Contract includes :	
	i) Design	Yes*/ No*
	ii) Manufacturing	Yes*/ No*
	iii) Erection/ supervised erection	Yes*/ No*
	iv) Testing/ supervised testing	Yes*/ No*
	v) Commissioning/ supervised commissioning	Yes*/ No*
7	Details of 132kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
8	Short Circuit current rating (in kA for 1 Sec.)	
9	Date of Commissioning	
10	Date of commencement of successful operation	
11	No. of years in successful operation	
12	Certificate(s) from the client(s) & copy of LOA/P.O. are enclosed along with the bid at Annexure-... to this Attachment-3K	Yes*/ No*

Note :

1. For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
2. Bidder may give details of more than one installation for Employer's reference, if he so desires.

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

Signature of authorized signatory.....

Cl.No. 5.17.3(a)

A) We Bidder/Sub vendor..... confirm that we are meeting the requirements specified in clause no. 5.17.3 (a) and in support of same we give the following details:

We the Bidder / Sub vendor have designed, constructed/erected, tested and commissioned one (1) Air Insulated Substation/ Switchyard of 132 kV or above voltage class having at least six (6) bays which should have been in successful operation for a minimum period of two(2) years as per stipulated requirements mentioned under Clause no. 5.17.3(a) of Sub-Section-IA, Part-A, Section-VI of Bidding documents. The details of above are as under:

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the Substation/ Switchyard	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by us for aforesaid Contract includes :	
	i) Design	Yes*/ No*
	ii) Construction/ Erection	Yes*/ No*
	iii) Testing	Yes*/ No*
	iv) Commissioning	Yes*/ No*
7	Details of 132kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
	c) Whether Air Insulated Substation/ Switchyard or not	Yes*/ No*
8	Date of Commissioning	

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
9	Date of commencement of successful operation	
10	No. of years in successful operation	
11	Certificate(s) from the client(s) & copy of LOA/P.O. are enclosed along with the bid at Annexure-..... to this Attachment-3K	Yes*/ No*

Note :

1. For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
2. Bidder may give details of more than one installation for Employer's reference, if he so desires.

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

Signature of authorized signatory.....

Cl.No. 5.17.3 (b)

- B) Further, We have established manufacturing facilities for GIS Equipment in India based on technological support of an associate M/s who meet the requirements specified in clause no. 5.17.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents and in support of same we give the following details :**

We the Bidder / Sub-vendor have established manufacturing facilities for GIS Equipment in India based on technological support of an Associate (who meets the requirement at 5.17.1 of Sub-Section-IA, Part-A, Section-VI) and we have designed, manufactured, erected/ supervised erection, tested/ supervised testing and commissioned/ supervised commissioning of at least one (1) Gas Insulated Switchgear (GIS) equipment(s) installation having at least six (6) bays of 132kV or above voltage class with short circuit current of not less than 31.5 kA for 1 second. The associate will be fully responsible for the performance of the GIS portion of the contract. Further, we (Bidder/Sub-vendor) shall arrange a Deed of Joint Undertaking jointly executed by Bidder/Sub vendor and its Associate prior to the placement of order on approved vendor as per Cl.No. 5.17.3(b) of Sub-Section-IA, Part-A, Section-VI of Bidding Documents. The details of the above are given below:

I) For Bidder/sub-vendor's having GIS Manufacturing facility in India

Sl. No.	Item Description	Installation(s)
1	Name & Location of the GIS manufacturing facilities	
2	Name and address of the associate providing technological support with Telephone, Fax and email etc.	
3	Whether manufacturing facility for GIS available in India based on technological support of Associate	Yes*/ No*
4	Client name and its address	
5	Name & Location of the GIS equipment installation.	
6	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
7	Name of Contract	
8	Order ref. & Date	
9	Scope of work executed by our/our	

Signature of authorized signatory.....

sub-vendor's Associate (GIS manufacturer)
for aforesaid Contract includes :

	i) Design	Yes*/ No*
Sl. No.	Item Description	Installation(s)
	ii) Manufacturing	Yes*/ No*
	iii) Erection/ supervised erection	Yes*/ No*
	iv) Testing/ supervised testing	Yes*/ No*
	v) Commissioning/ supervised commissioning	Yes*/ No*
10	Details of 132kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
11	Short Circuit current rating (in kA for 1 Sec.)	
12	Date of Commissioning	
13	Certificate(s) from the client(s) & copy of LOA/P.O. are enclosed along with the bid at Annexure-..... to this Attachment-3K	Yes*/ No*

Signature of authorized signatory.....

II) For the Associate, providing technological support, to GIS manufacturer having manufacturing facility in India

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the Switchgear (GIS) equipment installation	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by Associate of GIS manufacturer for aforesaid Contract includes :	
	i) Design	Yes*/ No*
	ii) Manufacturing	Yes*/ No*
	iii) Erection / supervised erection	Yes*/ No*
	iv) Testing/ supervised testing	Yes*/ No*
	v) Commissioning/ supervised commissioning	Yes*/ No*
7	Details of 132kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
8	Short Circuit current rating (in kA for 1 Sec.)	
9	Date of Commissioning	
10	Date of commencement of successful operation	
11	No. of years in successful operation	

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
12	Certificate(s) from the client(s) & copy of LOA / P.O. are enclosed along with the bid at Annexure-.... to this Attachment-3K	Yes*/ No*

Note :

1. For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
2. Bidder may give details of more than one installation for Employer's reference, if he so desires.

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

Signature of authorized signatory.....

Cl.No. 5.17.4

Further, We have established manufacturing facilities for GIS in India based on technological support of parent company M/s who meet the requirements specified in clause no. 5.17.1 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents and in support of same we give the following details :

We the Bidder / Sub-vendor have established manufacturing facilities for GIS in India based on technological support of parent company (who meets the requirement at 5.17.1 of Sub-Section-IA, Part-A, Section-VI). The parent company will be fully responsible for the performance of the GIS portion of the contract. Further, we (Bidder/Sub-vendor) shall arrange a Deed of Joint Undertaking jointly executed by Bidder/Sub vendor and its parent company prior to the placement of order on approved vendor as per Cl.No. 5.17.4 of Sub-Section-IA, Part-A, Section-VI of Bidding Documents. The details of the above are given below:

I) For Bidder/sub-vendor's having GIS Manufacturing facility in India

Sl. No.	Item Description	Installation(s)
1	Name & Location of the GIS manufacturing facilities	
2	Name and address of the associate providing technological support with Telephone, Fax and email etc.	
3	Whether manufacturing facility for GIS available in India based on technological support of parent company	Yes*/ No*

Signature of authorized signatory.....

II) For the Parent company, providing technological support, to GIS manufacturer having manufacturing facility in India

Sl. No.	Item Description	Installation(s)
1	Client name and its address	
2	Name & Location of the Switchgear (GIS) equipment installation	
3	Name and designation of the Contact person(s) of client Organization with Address, Telephone, Fax and email etc.	
4	Name of Contract	
5	Order ref. & Date	
6	Scope of work executed by Associate of GIS manufacturer for aforesaid Contract includes :	
	i) Design	Yes*/ No*
	ii) Manufacturing	Yes*/ No*
	iii) Erection / supervised erection	Yes*/ No*
	iv) Testing/ supervised testing	Yes*/ No*
	v) Commissioning/ supervised commissioning	Yes*/ No*
7	Details of 132kV or above Bays	
	a) Voltage level (in kV)	
	b) No. of bays	
8	Short Circuit current rating (in kA for 1 Sec.)	
9	Date of Commissioning	
10	Date of commencement of successful operation	
11	No. of years in successful operation	

Signature of authorized signatory.....

Sl. No.	Item Description	Installation(s)
12	Certificate(s) from the client(s) & copy of LOA / P.O. are enclosed along with the bid at Annexure-.... to this Attachment-3K	Yes*/ No*

Note :

1. For the purpose of qualifying requirements, one no of bay shall be considered as a comprising of at least one circuit breaker, two disconnectors and single phase current transformers.
2. Bidder may give details of more than one installation for Employer's reference, if he so desires.

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

Signature of authorized signatory.....

Sub : Qualifying Requirements for 765 KV Instrument Transformers (Capacitor Voltage Transformer)

(I)(a) For 765 kV Instrument Transformers(Capacitor Voltage Transformer) : In order to satisfy the requirement of Supplier experience as indicated in Clause No. 5.18(I)(a) of Sub-Section-IA, Part-A, Section-VI of the Bidding Documents, we declare that M/s..... is a Manufacturer who have manufactured and supplied atleast fifteen (15) nos. of single phase Instrument Transformers suitable for Air Insulated Substation/ Switchyard of 715 kV or above class which have been in successful operation for minimum two (2) years. The details are given below.

S.No. Description

Installation

For 715 kV or above class Instrument Transformers (Capacitor Voltage Transformer)

- 1 Name and Address of Manufacturer
and Name of contact person with
email ID, Telephone & Fax Nos.

- 2 Client's Name & its Address alongwith
Name of contact person with email
ID, Telephone & Fax Nos.

- 3 Name & Location of the Substation/
Switchyard

- 4 Name of Contract

Signature of authorized signatory.....

5 Contract Reference No. & Date

6. Scope of the work for the aforesaid
Contract includes

(i) Manufacture Yes*/No*

(ii) Supply Yes*/No*

7. (i) No. of Single phase Capacitor
Voltage Transformers Supplied

(ii) Rated Voltage (in KV)

(iii) Whether suitable for Air Yes*/No*
insulated Substation/Switchyard

Signature of authorized signatory.....

S.No.	Description	Installation
8.	Date of commencement of successful operation	
9.	No. of years in Successful operation	
10.	Client(s) certificate(s) enclosed in support of stated experience at Sr.No. 6 to 10 at Annexure..... to this Attachment-3K	

(Use separate sheet for each experience/Contract)

* Please Strike off whichever is not applicable.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Company seal).....

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements for 765 KV Instrument Transformers (Capacitor Voltage Transformer)

- (I)(b) **For 765 kV Instrument Transformers (Capacitor Voltage Transformer)** : In order to satisfy the requirement of Supplier experience as indicated in Clause No. 5.18.(I)(b) of Sub-Section-IA, Part-A, Section-VI of the bidding Document, we declare that M/s..... is an Indian Manufacturer who have manufactured and supplied atleast thirty (30) nos. of single phase Instrument Transformers suitable for Air Insulated Substation/ Switchyard of 400 kV or above class which have been in successful operation for minimum two (2) years and have manufactured and supplied 715 kV or above class Instrument Transformers. We also declare that the Collaborator of the Indian manufacturer meets the requirement stipulated under Clause No. 5.16.(I)(a) of Sub-Section-IA, Part-A, Section-VI of the Bidding Document and will be responsible for satisfactory performance of the offered equipment manufactured by Indian Manufacturer. The details are given below :

S.No. Description

Installation

Name and Address of Manufacturer
and Name of contact person with
email ID, Telephone & Fax Nos.

(A) For 400 kV or above class Instrument Transformers (Capacitor Voltage Transformer)

1. Client's Name & its Address alongwith
Name of contact person with email
ID, Telephone & Fax Nos.
2. Name & Location of the Substation/

Signature of authorized signatory.....

Switchyard

3. Name of Contract
4. Contract Reference No. & Date
5. Scope of the work for the aforesaid
Contract includes

(i)	Manufacture	Yes*/No*
-----	-------------	----------

(ii)	Supply	Yes*/No*
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Signature of authorized signatory.....

S.No. Description		Installation
6.	(i) No. of Single phase Capacitor Voltage Transformers Supplied	
	(ii) Rated Voltage (in KV)	
	(iii) Whether suitable for Air insulated Substation/Switchyard	Yes*/No*
7.	Date of commencement of successful operation	
8.	No. of years in Successful operation	
9.	Client(s) certificate(s) enclosed in support of stated experience at Sr.No. 6 to 10 at Annexure..... to this Attachment-3K	

(Use separate sheet for each experience/Contract)

* Please Strike off whichever is not applicable.

Signature of authorized signatory.....

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Company seal).....

Signature of authorized signatory.....

S.No.	Description Installation

(B)	For 715 kV or above class Instrument Transformers (Capacitor Voltage Transformer)
1.	Client's Name & its Address alongwith Name of contact person with email ID, Telephone & Fax Nos.
2.	Name & Location of the Substation/ Switchyard
3.	Name of Contract
4.	Contract Reference No. & Date
5.	Scope of the work for the aforesaid Contract includes
(i)	Manufacture Yes*/No*
(ii)	Supply Yes*/No*

Signature of authorized signatory.....

6. (i) No. of Single phase Capacitor
Voltage Transformers Supplied
- (ii) Rated Voltage (in KV)
- (iii) Whether suitable for Air Yes*/No*
insulated Substation/Switchyard
7. No. of years since
supply
8. Client(s) certificate(s) enclosed in
support of stated experience
at Sr.No. 6 to 10 at Annexure.....
to this Attachment-3K
9. Name of Collaborator
10. Whether collaborator data enclosed Yes*/No*

(Use separate sheet for each experience/Contract)

* Please Strike off whichever is not applicable.

Signature of authorized signatory.....

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Company seal).....

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements for 765 KV Instrument Transformers (Capacitor Voltage Transformer)

- (l)(b) **For 765 kV Instrument Transformers (Capacitor Voltage Transformer)** : In order to satisfy the requirement of Supplier experience as indicated in Clause No. 5.18(l)(b) of Sub-Section-IA, Part-A, Section-VI of the Bidding Document, we declare that M/s..... is an Indian Manufacturer whose Collaborator.....(Name of Collaborator) have manufactured and supplied atleast fifteen (15) nos. of single phase Instrument Transformers suitable for Air Insulated Substation/ Switchyard of 715 kV or above class which have been in successful operation for minimum two (2) years. We also declare that the Collaborator will be responsible for satisfactory performance of the offered equipment manufactured by Indian Manufacturer The details are given below :

S.No. Description

Installation

For 715 kV or above class Instrument Transformers (Capacitor Voltage Transformer)

- 1 Name and Address of Collaborator
and Name of contact person with
email ID, Telephone & Fax Nos.
- 2 Client's Name & its Address alongwith
Name of contact person with email
ID, Telephone & Fax Nos.
- 3 Name & Location of the Substation/
Switchyard

Signature of authorized signatory.....

4 Name of Contract

5 Contract Reference No. & Date

6. Scope of the work for the aforesaid
Contract includes

(i) Manufacture Yes*/No*

(ii) Supply Yes*/No*

7. (i) No. of Single phase Capacitor
Voltage Transformers Supplied

(ii) Rated Voltage (in KV)

(iii) Whether suitable for Air Yes*/No*
insulated Substation/Switchyard

Signature of authorized signatory.....

S.No.	Description	Installation
8.	Date of commencement of successful operation	
9.	No. of years in Successful operation	
10.	Client(s) certificate(s) enclosed in support of stated experience at Sr.No. 6 to 10 at Annexure..... to this Attachment-3K (Use separate sheet for each experience/Contract)	

* Please Strike off whichever is not applicable.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Company seal).....

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements of 765 KV Surge Arrestors

(II)(a) For 765 kV Surge Arrestors : In order to satisfy the requirement of Supplier experience as indicated in Clause No. 5.18(II)(a) of Sub-section-IA, Part-A, Sub-section-VI of Bidding Document, We declare that M/s is a Manufacturer who have manufactured and supplied atleast fifteen (15) nos. of single phase Surge Arrestors suitable for Air Insulated Substation/Switchyard of 715 kV or above class which have been in successful operation for minimum two (2) years. The details are given below :

S.No. Description

Installation

For 715 kV or above class Surge Arrestors

1 Name and Address of Manufacturer
and Name of contact person with
email ID, Telephone & Fax Nos.

2 Client's Name & its Address
alongwith Name of contact
person with email ID,
Telephone & Fax Nos.

3 Name & Location of the
Substation/Switchyard

4 Name of Contract

Signature of authorized signatory.....

5 Contract Reference No. & Date

6. Scope of the work for the
aforesaid Contract includes

(i) Manufacture Yes*/No*

(ii) Supply Yes*/No*

7. (i) No. of Single phase Surge
Arrestors supplied

(ii) Rated Voltage (in KV)

(iii) Whether suitable for Air Yes*/No*
insulated Substation/Switchyard

8. Date of commencement of
successful operation

Signature of authorized signatory.....

S.No. Description

Installation

9. No. of years in Successful operation

10. Client(s) certificate(s)
enclosed in support of stated
experience at Sr. No. 6 to 10
at Annexure to
this Attachment-3K.

(Use separate sheet for each experience/Contract)

* Please Strike off whichever is not applicable.

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Company seal).....

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements of 765 KV Surge Arrestors

(II)(b) **For 765 kV Surge Arrestors** : In order to satisfy the requirement of Supplier experience as indicated in Clause No. 5.18(II)(b) of Sub-section-IA, Part-A, Sub-section-VI of Bidding Document, We declare that M/s is an Indian Manufacturer who have manufactured and supplied atleast fifteen (15) nos. of single phase Surge Arrestors suitable for Air Insulated Substation/Switchyard of 400 kV or above class which have been in successful operation for minimum two (2) years and have manufactured and supplied 715 kV or above class Surge Arrestors. We also declare that the Collaborator of the Indian manufacturer meets the requirement stipulated under Clause No. 5.18(II)(a) of Sub-section- IA, Part-A, Sub-section-VI of Bidding Document and will be responsible for satisfactory performance of the offered equipment manufactured by Indian Manufacturer.

The details are given below :

S.No. Description

Installation

Name and Address of Manufacturer
and Name of contact person with
email ID, Telephone & Fax Nos.

(A) For 400 kV or above class Surge Arrestors

1. Client's Name & its Address
alongwith Name of contact
person with email ID,
Telephone & Fax Nos.

Signature of authorized signatory.....

2. Name & Location of the
Substation/Switchyard

3. Name of Contract

4. Contract Reference No. & Date

5. Scope of the work for the
aforesaid Contract includes

(i) Manufacture Yes*/No*

(ii) Supply Yes*/No*

6. (i) No. of Single phase Surge
Arrestors supplied

(ii) Rated Voltage (in KV)

(iii) Whether suitable for Air Yes*/No*
insulated Substation/Switchyard

S.No. Description

Installation

Signature of authorized signatory.....

7. Date of commencement of
successful operation
8. No. of years in Successful operation
9. Client(s) certificate(s)
enclosed in support of stated
experience at Sr. No. 6 to 10
at Annexure to
this Attachment-3K.

(Use separate sheet for each experience/Contract)

* Please Strike off whichever is not applicable.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Company seal).....

Signature of authorized signatory.....

S.No.	Description	Installation
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(B) For 715 kV or above class Surge Arrestors

1. Client's Name & its Address
alongwith Name of contact
person with email ID,
Telephone & Fax Nos.
2. Name & Location of the
Substation/Switchyard
3. Name of Contract
4. Contract Reference No. & Date
5. Scope of the work for the
aforesaid Contract includes

- | | | |
|------|-------------|----------|
| (i) | Manufacture | Yes*/No* |
| (ii) | Supply | Yes*/No* |

Signature of authorized signatory.....

6. (i) No. of Single phase Surge Arrestors supplied
- (ii) Rated Voltage (in KV)
- (iii) Whether suitable for Air insulated Substation/Switchyard Yes*/No*
7. No. of years since supply
8. Client(s) certificate(s) enclosed in support of stated experience at Sr. No. 6 to 10 at Annexure to this Attachment-3K
9. Name of Collaborator
10. Whether collaborator data enclosed Yes*/No*

(Use separate sheet for each experience/Contract)

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

Signature of authorized signatory.....

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Company seal).....

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements of 765 KV Surge Arrestors

(II)(b) **For 765 kV Surge Arrestors** : In order to satisfy the requirement of Supplier experience as indicated in Clause No. 5.18(II)(b) of Sub-section-IA, Part-A, Sub-section-VI of Bidding Document, We declare that M/s is an Indian Manufacturer whose Collaborator.....(Name of Collaborator) have manufactured and supplied atleast fifteen (15) nos. of single phase Surge Arrestors suitable for Air Insulated Substation/Switchyard of 715 kV or above class which have been in successful operation for minimum two (2) years. We also declare that the Collaborator will be responsible for satisfactory performance of the offered equipment manufactured by Indian Manufacturer The details are given below :

S.No. Description

Installation

For 715 kV or above class Surge Arrestors

- 1 Name and Address of Collaborator
and Name of contact person with
email ID, Telephone & Fax Nos.

- 2 Client's Name & its Address
alongwith Name of contact
person with email ID,
Telephone & Fax Nos.

- 3 Name & Location of the
Substation/Switchyard

Signature of authorized signatory.....

4 Name of Contract

5 Contract Reference No. & Date

6. Scope of the work for the
aforesaid Contract includes

(i) Manufacture Yes*/No*

(ii) Supply Yes*/No*

7. (i) No. of Single phase Surge
Arrestors supplied

(ii) Rated Voltage (in KV)

(iii) Whether suitable for Air Yes*/No*
insulated Substation/Switchyard

8. Date of commencement of
successful operation

Signature of authorized signatory.....

S.No.	Description	Installation
-------	-------------	--------------

9. No. of years in Successful operation

10. Client(s) certificate(s)
enclosed in support of stated
experience at Sr. No. 6 to 10
at Annexure to
this Attachment-3K.

(Use separate sheet for each experience/Contract)

* Please Strike off whichever is not applicable.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Company seal).....

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements for the 400 KV Instrument Transformers (Capacitor Voltage Transformer)

For 400 KV Instrument Transformers (Capacitor Voltage Transformer): In order to satisfy the requirement of as indicated in Technical Specification, Clause No. 5.19 (I), of Sub-Section-IA, Part-A, Section-VI, we declare that M/s..... is a manufacturer who have manufactured and supplied minimum fifteen (15) nos. of single phase Instrument Transformer (CVT) of 400 KV or above Voltage Class suitable for Air Insulated Substation/Switchyard which are in successful operation for minimum two (2) years. The details are given below.

S.No.	Description	Installation
1	Name and Address of Manufacturer and Name of contact person with email ID, Telephone & Fax Nos.	
2	Client's Name & its Address alongwith Name of contact person with email ID, Telephone & Fax Nos.	
3	Name & Location of the Substation/ Switchyard	
4	Name of Contract	

Signature of authorized signatory.....

5 Contract Reference No. & Date

6. Scope of the work for the aforesaid
Contract includes

(i) Manufacture Yes*/No*

(ii) Type Test Yes*/No*

(iii) Supply Yes*/No*

7. (i) No. of Single phase Capacitor
Voltage Transformers Supplied

(ii) Voltage Level (in KV)

(iii) Whether suitable for Air Yes*/No*
insulated Substation/Switchyard

8. Date of Commissioning

9. Date of commencement of successful
operation

Signature of authorized signatory.....

S.No.	Description	Installation
-------	-------------	--------------

10. No. of years in Successful
operation

11. Client(s) certificate(s) enclosed in
support of stated experience
at Sr. No. 6 to 10 at Annexure.....
to this Attachment-3K

(Use separate sheet for each experience/Contract)

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements for the 400 KV Surge Arrestors

For 400 KV Surge Arrestors : In order to satisfy the requirement as indicated in Technical Specifications, Clause No. 5.19 (II), of Sub-Section-IA, Part-A, Section-VI, We declare that M/s is a manufacturer who have manufactured and supplied atleast fifteen (15) nos. of single phase Surge Arrestors of 400 KV or above Voltage Class suitable for Air Insulated Substation/Switchyard which are in successful operation for minimum two (2) years. The details are given below :

S.No. Description

- 1 Name and Address of Manufacturer
 and Name of contact person with
 email ID, Telephone & Fax Nos.
- 2 Client's Name & its Address alongwith
 Name of contact person with email ID,
 Telephone & Fax Nos.
- 3 Name & Location of the Substation /
 Switchyard
- 4 Name of Contract
- 5 Contract Reference No. & Date

Signature of authorized signatory.....

6. Scope of the work for the
aforesaid Contract includes
- | | | |
|-------|-------------|----------|
| (i) | Manufacture | Yes*/No* |
| (ii) | Type Test | Yes*/No* |
| (iii) | Supply | Yes*/No* |
7. (i) No. of Single phase Surge
Arrestors supplied
- (ii) Voltage Level (in KV)
- (iii) Whether suitable for Air
insulated Substation/Switchyard
- Yes*/No*
8. Date of Commissioning
9. Date of commencement of successful
operation
10. No. of years in Successful operation

Signature of authorized signatory.....

S.No.	Description
-------	-------------

11. Client(s) certificate(s) enclosed in support of stated experience at Sr. No. 6 to 10 at Annexure to this Attachment-3K

(Use separate sheet for each experience/Contract)

Date :

(Signature).....

.....

Place :

(Printed Name).....

(Designation).....

.....

(Common seal).....

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements for the 132 KV Surge Arrestors

For 132 KV Surge Arrestors : In order to satisfy the requirement as indicated in Technical Specifications, Clause No. 5.20(I), of Sub-Section-IA, Part-A, Section-VI, We declare that M/s is a manufacturer who have manufactured and supplied atleast fifteen (15) nos. of single phase Surge Arrestors of 132 KV or above Voltage Class suitable for Air Insulated Substation/Switchyard which are in successful operation for minimum two (2) years. The details are given below :

S.No.

Description

- 1 Name and Address of Manufacturer
and Name of contact person with
email ID, Telephone & Fax Nos.
- 2 Client's Name & its Address alongwith
Name of contact person with email ID,
Telephone & Fax Nos.
- 3 Name & Location of the Substation /
Switchyard
- 4 Name of Contract
- 5 Contract Reference No. & Date

Signature of authorized signatory.....

6. Scope of the work for the
aforesaid Contract includes

(i) Manufacture Yes*/No*

(ii) Type Test Yes*/No*

(iii) Supply Yes*/No*

7. (i) No. of Single phase Surge
Arrestors supplied

(ii) Voltage Level (in KV)

(iii) Whether suitable for Air Yes*/No*
insulated Substation/Switchyard

8. Date of Commissioning

9. Date of commencement of successful
operation

10. No. of years in Successful operation

Signature of authorized signatory.....

S.No.	Description
-------	-------------

11. Client(s) certificate(s) enclosed in support of stated experience at Sr. No. 6 to 10 at Annexure to this Attachment-3K

(Use separate sheet for each experience/Contract)

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements for the Sub-Station Automation System & Protective Relays

- (i) **Substation Automation System** : In order to satisfy the requirement of Supplier experience as indicated in Technical Specifications, Clause No. 5.21 of Sub-Section-IA, Part-A, Section-VI, we declare that M/s, have offered the Substation Automation System with distributed architecture and is in successful operation in atleast one (1) Substation/Switchyard of not less than 220 KV class for minimum one (1) year. The details are given below :

S.No.	Description	Installation
1	Name and Address of Supplier and Name of contact person with email ID, Telephone & Fax Nos.	
2	Client's Name & its Address alongwith Name of contact person with email ID, Telephone & Fax Nos.	
3	Name & Location of the Substation/ Switchyard	
4	Name of Contract	
5	Contract Reference No. & Date	
6.	Scope of the work for the aforesaid Contract includes	
	(i) Manufacture	Yes*/No*
	(ii) Type Test	Yes*/No*
	(iii) Supply	Yes*/No*
7.	Details of the reference system	
	(i) Manufacturers of bay equipment controllers	
	(ii) Type designation of BayControllers	
	(iii) HMI software provided	
8.	(i) Whether the above Substation Automation System with distributed Architecture	*Yes/*No

Signature of authorized signatory.....

S.No.	Description	Installation
	(ii) Voltage level of Substation/ Switchyard (in KV)	
9.	Date of Commissioning	
10.	Date of commencement of successful operation	
11.	No. of years in Successful operation	
12.	Client(s) certificate(s) enclosed in support of stated experience at Sr. No. 6 to 11 at Annexure..... to this Attachment-3K	

(Use separate sheet for each experience/Contract)

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

Note : Continuation sheets of like size and format may be used as per Sub-vendor's requirement and shall be annexed to this Attachment.

* Please Strike off whichever is not applicable.

Signature of authorized signatory.....

(ii) For GENERATOR PROTECTION RELAYS, THE BAY PROTECTION UNITS INCLUDING THE BUS BAR PROTECTION AND THE ENERGY METERING SYSTEM : In order to satisfy the requirement of Supplier experience as indicated in Technical Specifications, Clause No. 5.21 of Sub-Section-IA, Part-A, Section-VI, we declare that M/s is a manufacturer who have manufactured and supplied the offered type of devices for respective equipment, which are in successful operation in a 100 MW or above unit / 220 KV class or above Substation/Switchyard for minimum one (1) year. The details are given below :

S.No.	Description	Installation
1	Name and Address of Manufacturer and Name of contact person with email ID, Telephone & Fax Nos.	
2	Client's Name & its Address alongwith Name of contact person with email ID, Telephone & Fax Nos.	
3	Name & Location of the Unit/Substation/ Switchyard	
4	Name of Contract	
5	Contract Reference No. & Date	
6.	Scope of the work for the aforesaid Contract includes	
	(i) Manufacture	Yes*/No*
	(ii) Type Test	Yes*/No*
	(iii) Supply	Yes*/No*
7.	(i) No. of Generator Protection Relays supplied	
	(ii) Capacity of generators (in MW)	
	(iii) No. of Bay Protection Units	
	(iv) No. of Bus bar protection system	
	(v) No. of Energy metering system supplied	

Signature of authorized signatory.....

S.No.	Description	Installation
	(vi) Voltage Level of Substation/ Switchyard (in KV)	
8.	Date of Commissioning	
	(i) Generator Protection Relays	
	(ii) Bay protection unit	
	(iii) Busbar protection system	
	(iv) Energy Metering System	
9.	Date of commencement of successful operation	
10.	No. of years in Successful operation	
	(i) Generator Protection Relay	
	(ii) Bay protection unit	
	(iii) Busbar protection system	
	(iv) Energy Metering System	
11.	Client(s) certificate(s)s enclosed in support of stated experience at Sr. No. 6 to 10 is enclosed at Annexure..... to this Attachment-3K	
	(Use separate sheet for each experience/Contract)	

Date : (Signature).....

Place : (Printed Name).....
(Designation).....

(Common seal).....

Signature of authorized signatory.....

EPC PACKAGE FOR
PATRATU SUPER THERMAL POWER STATION EXPANSION PHASE-I (3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2

Bidder's Name and Address :

To

Contract Services (II)

NTPC Limited

NOIDA - 201 301

Sub : Sub-Qualifying Requirements for 132 kV Cables

In support of supplier experience as indicated in Technical Specification clause no. 5.20(a) of Sub-section-IA, Part-A, Section-VI of Bidding Document. We furnished details of 132 kV cables as below:

S.No.	Description	Installation
1	Name of Bidder/Sub-vendor	
2	Client's Name & its Address email ID, Telephone & Fax Nos.	
3	Name and designation of the responsible person in client's organisation	
4.	Name, address, telephone no. and fax no. of the user to whom cables wire supplied	
5.	Name and designation of the responsible person in user's organisation	
6.	Contract No. & Date	
7.	Scope of the work for the aforesaid Contract includes	
(i)	Designed	Yes*/No*

Signature of authorized signatory.....

S.No.	Description	Installation
(ii)	Manufacture	Yes*/No*
(iii)	Supplied	Yes*/No*
8.	Description of cable	
9.	Rated voltage cable	
10.	Type and size of XLPE insulated cables of minimum 132 kV grade	
11.	Quantity supplied of XLPE insulated cables of minimum 132 kV grade	
12.	Date of supply of XLPE insulated cables of minimum 132 kV grade	
13.	User's Certificate of successful operation enclosed.	

* Please Strike off whichever is not applicable.

Date : (Signature).....

Place : (Printed
Name).....

(Designation).....

(Company
seal).....

Note : 1. Continuation sheets of like size and format may be used as per the Bidder's requirement and shall be annexed to this Schedule.

2. Bidder is required to attach necessary documents like copies of work order, completion certificate, agreements, drawings, etc. in support of above.

Signature of authorized signatory.....

EPC PACKAGE FOR
PATRATU SUPER THERMAL POWER STATION EXPANSION PHASE-I (3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2

Bidder's Name and Address :

To

Contract Services (II)

NTPC Limited

NOIDA - 201 301

Sub : Sub-Qualifying Requirements for 132 kV Cable Accessories

In support of supplier experience as indicated in Technical Specification clause no. 5.20(b) of Sub-section-IA, Part-A, Section-VI of Bidding Document. We furnished details of 132 kV cables as below:

S.No.	Description	Installation
1	Name of Bidder/Sub-vendor	
2	Client's Name & its Address email ID, Telephone & Fax Nos.	
3	Name and designation of the responsible person in client's organization	
4.	Name, address, telephone no. and fax no. of the user to whom 132 kV cable accessories wire supplied	
5.	Name and designation of the responsible person in user's organization	
6.	Contract No. & Date	
7.	No. of each accessories supplied for 132 kV grade cable or higher which should be in successful operation for atleast two (2) years	
	a) Straight through joints	
	b) Cable termination	

Signature of authorized signatory.....

Sl. No.	Description	Installation
8.	Scope of the work for the aforesaid Contract includes	
	(i) Designed Yes*/No*	
	(ii) Manufacture Yes*/No*	
	(iii) Supplied Yes*/No*	
9.	Date of completion of supply	
10.	User's Certificate of successful operation enclosed.	

* Please Strike off whichever is not applicable.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Company
seal).....

Note : 1. Continuation sheets of like size and format may be used as per the Bidder's requirement and shall be annexed to this Schedule.

2. Bidder is required to attach necessary documents like copies of work order, completion certificate, agreements, drawings, etc. in support of above.

Signature of authorized signatory.....

Sub : Sub-Qualifying Requirements for the Generator Circuit Breaker

In order to satisfy the requirement of subvendor's experience, as indicated in Technical Specification clause no. 5.23, Sub-Section-IA, Section-VI, Part-A, we declare that M/s..... have designed, manufactured, tested, supplied, erected & commissioned/supervised erection and commissioning of atleast two (2) nos. of Generator Circuit Breaker (Air Blast or Sulphur Hexa fluoride) which are in successful operation for atleast two (2) years (.....). We further confirm that the reference GCB are having rating equivalent to or higher than the offered GCB w.r.t the stipulated parameters.

The details in supports are given below :

Sl. No.	Description	Station-I	Station-II
1.	Name and address of manufacturer		
2.	Client's Name & its address		
3.	Name & Location of the Plant		
4.	Name of the Contract		
5.	Contract Ref. No. & Date		
6.	Scope of the work for the aforesaid contract including		
(i)	Design	Yes*/No*	Yes*/No*
(ii)	Manufacturer	Yes*/No*	Yes*/No*
(iii)	Type Test	Yes*/No*	Yes*/No*
(iv)	Supply	Yes*/No*	Yes*/No*
(v)	Erection/supervision of erection	Yes*/No*	Yes*/No*
(vi)	Commissioning/supervision of commissioning	Yes*/No*	Yes*/No*

Signature of authorized signatory.....

Sl. No.	Description	Station-I	Station-II
7.	(i) Rated voltage		
	(ii) Rated current		
	(iii) Short time current capacity for 1 second		
	(iv) Peak making and latching capacity		
	(v) Symmetrical RMS short circuit interrupting capacity		
8.	Date of commissioning		
9.	Date of commencement of successful operation		
10.	No. of years in successful operation (.....)		
11.	Client's certificate(s) enclosed as Annexure..... to this Attachment-3K		

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

Date :
(Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

Signature of authorized signatory.....

FORM OF DEED OF JOINT UNDERTAKING

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER AND THE ASSOCIATE / COLLABORATOR MEETING THE REQUIREMENT OF CLAUSE NO. 5.1.2 OF TECHNICAL SPECIFICATIONS (SECTION-VI PART-A SUB-SECTION-IA) FOR SUCCESSFUL PERFORMANCE OF ISOLATED PHASE BUSDUCT FOR PATRATU STSP EXPANSION PHASE-I (3X800MW)

(APPLICABLE FOR THE BIDDER/SUBVENDOR WHO MEET THE REQUIREMENTS OF CLAUSE NO. 5.1.2(i) OF TECHNICAL SPECIFICATIONS (SECTION-VI PART-A SUB-SECTION-IA) AND HAS A ONGOING TECHNICAL COLLABORATION AGREEMENT WITH A PARTY WHO MEETS THE REQUIREMENTS OF CLAUSE NO. 5.1.1 OF TECHNICAL SPECIFICATIONS (SUB-SECTION-IA, PART-A, SECTION-VI)

(TO BE SUBMITTED PRIOR TO THE PLACEMENT OF ORDER ON THE APPROVED SUB-VENDOR)

This DEED of JOINT UNDERTAKING executed on 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, which expression shall include its successors, administrators, executors and permitted assigns) in favour of NTPC Limited A Govt. of India Enterprise having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003, 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 and commissioning & conductance of guarantee tests for EPC Package for PATRATU STSP EXPANSION PHASE-I (3x800MW) (hereinafter referred to as "Plant"), vide its Bidding Document No. : CS-9585-001-2, which interalia include Isolated Phase Busduct.

WHEREAS M/s (Bidder/Contractor) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer bearing proposal No..... dated..... for EPC Package for PATRATU STSP EXPANSION PHASE-I (3x800MW) against the Employer's above specifications which interalia include Isolated Phase Busduct.

AND WHEREAS Clause No. 5.1 of Technical Specifications (Section-VI, Part-A Sub-Section-IA) of Bidding Documents stipulates that bidding is open to bidders/subvendors who meet the requirements stipulated in Clause No. 5.1.2(i) of Technical Specifications (Section-VI, Part-A

Signature of authorized signatory.....

Sub-Section-IA) and has a ongoing technical collaboration with a party who in turn meets the stipulated requirements as per Clause No. 5.1.1 of Technical Specifications (Section-VI, Part-A Sub-Section-IA) of Bidding Documents and submit an undertaking jointly executed by Bidder and his Associate/Collaborator for successful performance of the aforesaid equipment specified in the bid.

AND WHEREAS M/s (Bidder/Sub Vendor) meets the requirements of Clause No. 5.1.2.(i) of Technical Specifications (Section-VI, Part-A Sub-Section-IA) and has an on-going technical collaboration agreement with M/s..... (hereinafter referred to as Associate/Collaborator) who meets the requirement of Clause No. 5.1.1 of Technical Specifications (Section-VI, Part-A Sub-Section-IA).

And whereas Bidder and Associate/Collaborator are executing an irrevocable Deed of Joint Undertaking that they shall be held jointly and severally responsible and bound unto the Employer for successful performance of the Isolated Phase Busducts to be supplied under the EPC Package for PATRATU STSP EXPANSION PHASE-I (3x800MW) fully meeting the performance parameters as per the Bid Specifications, in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter called the "Contract").

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Bidder, we, the aforesaid Associate/Collaborator and the Bidder, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the equipments and perform all the contractual obligations including the technical guarantees.
2. In case of any breach of the Contract committed by the Bidder, we, the Associate/Collaborator, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the equipments and undertake in order to discharge the Bidder/Sub Vendor'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 and Bidder jointly and severally undertake to promptly indemnify, and pay such losses/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 under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Bidder/ Sub Vendor, nor any extension of time would prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate/Collaborator.

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 :

Signature of authorized signatory.....

- (a) The Associate/Collaborator will be fully responsible for design, engineering, supply, installation, putting into satisfactory operation and successful performance of equipments to the satisfaction of the Employer.

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

Further the Associate/Collaborator shall ensure proper design, manufacture, installation, testing and successful performance of equipments in accordance with the Contract specifications and if necessary the Associate/Collaborator shall advise the Bidder/Sub Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

- (b) In the event the Collaborator and Bidder/Sub Vendor fail to demonstrate successful performance of equipments as set forth in paragraph 1 above, the Associate/Collaborator and the Bidder/Sub Vendor shall promptly carry out all the 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 equipments and payments of financial liabilities, penalties and any other obligations as provided under the Contract shall be the joint and several responsibilities of the Bidder/Sub Vendor and Associate/Collaborator.
4. We, the Bidder and Associate/Collaborator do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till the expiry of ninety (90) days after the end of the defect liability period of the Plant 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 under the Contract, 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 Bidder, including the Contract Performance Security as well as other obligations of the Bidder in terms of the Contract.
5. The Bidder/Sub Vendor and Associate/Collaborator will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their Vendor's works or constructed at site, and their repairs or replacement if necessary for incorporation in the Isolated Phase Busducts and timely delivery thereof to meet the completion schedule under the Contract.
6. Apart from the Contractor Performance Bank Guarantee, the Associate/Collaborator shall furnish "as Security" the Performance Bank Guarantee, from Bank specified in the bidding documents in favour of the Employer in a form acceptable to Employer. The

Signature of authorized signatory.....

value of such Bank Guarantee shall be equal to **INR 2.0 Million (Indian Rupees Two million only)** 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 the entire period of contract, i.e. till ninety (90) days beyond the end of the Defect Liability Period of Contract. In case of delay in completion of defect liability period under the Contract, the validity of this Bank Guarantee shall be extended by such period of delay. The Bank 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 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 Associate/Collaborator and the Bidder agree that this Undertaking shall be irrevocable and shall form an integral part of the Contracts. We further agree that this Undertaking shall continue to be enforceable till the successful completion of Contract and till the Employer discharge it.
9. That this Deed of Undertaking shall be operative from the date of its execution.

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

For M/s
(Associate/Collaborator)

Witness :

1.
(Signatures)

.....
(Signature of the authorised representative)

.....
(Official Address)

Name :

Designation :

Common Seal of the Company
.....

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

2.

.....

Signature of authorized signatory.....

(Signatures)

(Signature of the authorised
representative)

.....
(Official Address)

Name :

Designation :

Common Seal of the Company
.....

Note : Power of Attorney of the Persons Signing on behalf of Associate/Collaborator and Bidder is to be furnished by the Bidder and to be attached with this signed Deed of Joint Undertaking.

Signature of authorized signatory.....

FORM OF DEED OF JOINT UNDERTAKING (765kV Power Transformer)
(AS PER CLAUSE NO: 5.2A.3 ROUTE 3 OF TECHNICAL SPECIFICATIONS
(SECTION-VI PART-A SUB-SECTION-IA)

(APPLICABLE FOR BIDDER/SUB VENDOR WHO MEETS THE REQUIREMENTS OF
CLAUSE NO: 5.2A. 3 OF TECHNICAL SPECIFICATIONS (SECTION-VI PART-A
SUBSECTION-IA) AND COLLABORATES/ASSOCIATES WITH A TRANSFORMER
MANUFACTURER MEETING THE REQUIREMENTS OF CLAUSE NO: 5.2A.1 OF
TECHNICAL SPECIFICATIONS (SECTION-VI PART-A SUB-SECTION-IA))

(TO BE SUBMITTED PRIOR TO THE PLACEMENT OF ORDER ON THE APPROVED
SUBVENDOR)

This DEED OF UNDERTAKING executed this.....day of.....Two thousand
..... by M/s.....a Company incorporated
under.....having its Registered office at.....
(hereinafter called the "Collaborator" / "Associate", which expression shall include its
successors, administrators, executors and permitted assigns) and M/s
.....(Bidder) a Company registered under the
having its Registered Office at (hereinafter called the Bidder/Contractor",
which expression shall include its successors, administrators, executors and permitted assigns)
and M/s..... (Sub-vendor{if applicable}) a company registered under the
..... having its registered office at
(hereinafter called the "Sub-vendor", which expression shall include its successors,
administrators, executors and permitted assigns) in favour of NTPC Ltd., A Government of India
Enterprise, incorporated under the Companies Act, 1956, having its Registered Office at NTPC
Bhawan Scope Complex, 7, Institutional Area, Lodi 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, installation, testing & commissioning, completion of facilities for the 765 KV Class Transformers under EPC Package for its Patratu Super Thermal Power Station Expansion Phase-I (3x800MW) (hereinafter referred to as "Plant") vide its Bidding Document No.CS-9579-001-2.

AND WHEREAS Route No: 3 of Technical Specifications i.e. item 5.2A.3 of Technical Specifications (SECTION–VI PART-A SUB-SECTION-IA) of bidding documents stipulates that bidding is open to a Bidder/Sub-vendor, who meets the requirements of Clause 5.2A.3 of Technical Specifications (SECTION–VI PART-A SUB-SECTION-IA) of bidding documents and have Collaboration/Association for design and manufacturing of 800 KV class transformers in India and the Associate(s)/ Collaborator(s) who meets the requirement of Clause 5.2A.1 for transformers of Technical Specifications (SECTION–VI PART-A SUB-SECTION-IA) of bidding document and Bidder, Subvendor (if applicable) and Associate/Collaborator furnish a deed of joint undertaking meeting the requirement of 5.2A.3 of Technical Specifications (SECTION–VI PART-A SUB-SECTION-IA) forming part of bidding document.

WHEREAS M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for EPC Package for Patratu Super Thermal Power Station Expansion Phase-I (3x800MW) against the Employer's Bidding Documents.

AND WHEREAS M/s (Bidder/Sub-vendor) who have Association/Collaboration for design and manufacturing of 800 KV Class transformer in India and meets the requirements stipulated in item no. 5.2A.3 of Technical Specifications (SECTION–VI PARTA SUB-SECTION-IA) and desires to Associate with M/s (Associate) who meets the requirements in respect of Generator Transformers as specified in Item No. 5.2A.1 of Technical Specifications (SECTION–VI PART-A SUB-SECTION-IA), the Bidder, the Sub-vendor (if applicable) and Associate are required to jointly execute and furnish an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for the successful performance of the equipments for Patratu Super Thermal Power Station Expansion Phase-I (3x800MW) fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid is accepted by the Employer resulting into a Contract.

Signature of authorized signatory.....

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the award of the Contract by the Employer to the Contractor, the Contractor, the Subvendor (if applicable) and Associate do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of the equipments under the contract including the guaranteed parameters, as specified under the said Contract to the satisfaction of the Employer.
2. In case of any breach of the Contract committed by the Contractor, we, the Associate do hereby undertake, declare and confirm that we shall be jointly and severally responsible for successful performance of the equipments under the Contract and undertakes to carry out all the obligations and responsibilities under this Deed of Joint Undertaking. Further, if the Employer sustains any loss or damage on account of any breach of the Contract, the Associate and the Contractor jointly and severally undertake to promptly indemnify and pay such losses/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 Collaborator, or any extension of time or any relaxation given by the Employer to the Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate-A and the Contractor.
3. Without prejudice to the generality of the Undertaking in paragraph 1 above, the manner of achieving the objectives set-forth in paragraph 1 above shall be as follows:
 - a. Associate shall be jointly & severally responsible for design, engineering, manufacture, supply, installation, testing, commissioning, completion of facilities of the equipment under his Collaboration and carrying out the guarantee tests as per the guaranteed parameters, as specified in the Contract to the satisfaction of the Employer.

Further, Associate shall depute his technical experts from time to time to the Contractor's works/ Employer's project site as required by the Employer and

Signature of authorized signatory.....

agreed to by the Contractor and the Associate to facilitate the successful performance of the equipment as stipulated in the aforesaid Contract.

Further, Associate shall jointly & severally ensure proper design, engineering, manufacture, supply, installation, testing and successful performance of the equipments covered under the said Contract in accordance with stipulations of the Contract and if necessary, they 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 Collaborator and the Contractor fail to demonstrate equipment as specified in the Contract, the Collaborator and the Contractor shall promptly carry out all the corrective measures 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, rectifications or modifications to the equipment and payment of financial liabilities & penalties shall be the joint and several responsibility of the Contractor and Associate.
4. We, the Contractor and Associate do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the scheduled 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 the defect liability period, the validity of this deed of joint undertaking shall be extended by such period of delay. We, the Contractor and Associate do further undertake and confirm that this Deed of joint Undertaking shall be irrevocable and shall not be revoked till its validity. 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 Contractor and the Associate will be fully responsible for the quality of all the equipment/main assemblies/ components manufactured at their works or at their vendor's works or constructed at site, and their repair or replacement, if necessary, for

Signature of authorized signatory.....

incorporation in the plant, and timely delivery thereof to meet the completion schedule under the Contract.

6. In case of award, the Associate shall furnish as security separate on demand Performance Bank Guarantees in favour of the Employer as per provisions of the bidding documents.

The value of such Bank Guarantees to be furnished by Associate shall be equal to **INR 87 MILLION (Indian Rupees Eighty Million only)** and this shall be guarantees towards the faithful performance/ compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The Bank Guarantees shall be unconditional, irrevocable and initially valid till ninety (90) days beyond the scheduled 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 these Bank Guarantees shall be extended by such period of delay. The guarantee amounts 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 the 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 Associate and the Contractor, agree that this Deed of Joint Undertaking shall form an integral part of the Contracts for this package. 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 its execution.

IN WITNESS WHEREOF, the Associate and the Contractor through their authorized representatives, have executed these presents and affixed common seal of their respective companies on the day, month and year first mentioned above.

Signature of authorized signatory.....

For M/s.....

(Associate)

WITNESS :

1.

.....

(Signature of the Authorised
Representative)

.....

(Official Address)

Name.....

Designation.....

Company Seal

For M/s.....

(Bidder)

WITNESS :

1.

.....

(Signature of the Authorised
Representative)

Signature of authorized signatory.....

.....

(Official Address)

Name.....

Designation.....

Company Seal

For M/s.....

(Sub-vendor){if applicable}

WITNESS :

1.

.....

(Signature of the Authorised
Representative)

.....

(Official Address)

Name.....

Designation.....

Company Seal

Signature of authorized signatory.....

Note:- This format is to be used by the Bidders who have associated for design & manufacture of 800 KV Class Transformers in India.

* Bidder to Strike out whatever is not applicable.

** Power of Attorney of the Persons signing on behalf of Collaborator/Associate and Bidder/Sub-vendor duly supported by the documents such as Board Resolution etc. authorizing him to sign shall be attached with the signed Deed of Joint Undertaking.

Signature of authorized signatory.....

FORM OF DEED OF JOINT UNDERTAKING FOR 765 KV REACTOR

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

(AS PER CLAUSE NO: 5.3A.3 ROUTE 3 OF TECHNICAL SPECIFICATIONS

(SECTION-VI PART-A SUB-SECTION-IA)

(APPLICABLE FOR BIDDER/SUB VENDOR WHO MEETS THE REQUIREMENTS OF

**CLAUSE NO: 5.3A.3 OF TECHNICAL SPECIFICATIONS (SECTION-VI PART-A
SUBSECTION- IA) AND COLLABORATES/ASSOCIATES WITH A REACTOR**

**MANUFACTURER MEETING THE REQUIREMENTS OF CLAUSE NO: 5.3A.1 OF
TECHNICAL SPECIFICATIONS (SECTION-VI PART-A SUB-SECTION-IA))**

**(TO BE SUBMITTED PRIOR TO THE PLACEMENT OF ORDER ON THE APPROVED
SUBVENDOR)**

This DEED OF UNDERTAKING executed this.....day of.....Two thousand
..... by M/s.....a Company incorporated
under.....having its Registered office at.....
(hereinafter called the "Collaborator" / "Associate", which expression shall include its
successors, administrators, executors and permitted assigns) and M/s
..... Bidder) a Company registered under the having its
Registered Office at (hereinafter called the "Bidder/Contractor", which
expression shall include its successors, administrators, executors and permitted assigns) and
M/s..... (Sub-vendor{if applicable}) a company registered under the
..... having its registered office at
(hereinafter called the "Sub-vendor", which expression shall include its successors,
administrators, executors and permitted assigns) in favour of NTPC Ltd., A Government of India
Enterprise, incorporated under the Companies Act, 1956, having its Registered Office at NTPC
Bhawan Scope Complex, 7, Institutional Area, Lodi 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, installation, testing & commissioning, completion of facilities for the 765 KV Class Reactors under EPC Package for its Patratu Super Thermal Power Station Expansion Phase –I (3 X 800 MW) (hereinafter referred to as “Plant”) vide its Bidding Document No.CS-9585-001-2.

AND WHEREAS Route No: 3 of Technical Specifications i.e. item 5.3A.3 of Technical Specifications (SECTION–VI PART-A SUB-SECTION-IA) of bidding documents stipulates that bidding is open to a Bidder/Sub-vendor, who meets the requirements of Clause 5.3A.3 of Technical Specifications (SECTION–VI PART-A SUB-SECTION-IA) of bidding documents and have Collaboration/Association for design and manufacturing of 800 KV class Reactors in India and the Associate(s)/Collaborator(s) who meets the requirement of Clause 5.3A.1 for Reactors of Technical Specifications (SECTION–VI PART-A SUB-SECTION-IA) of bidding document and Bidder, Sub-vendor(if applicable) and Associate/ Collaborator furnish a deed of joint undertaking meeting the requirement of 5.3A.3 of Technical Specifications (SECTION–VI PART-A SUB-SECTION-IA) forming part of bidding document.

WHEREAS M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for EPC Package for Patratu Super Thermal Power Station Expansion Phase –I (3 X 800 MW) against the Employer's Bidding Documents.

AND WHEREAS M/s (Bidder/Sub-vendor) who have Association/Collaboration for design and manufacturing of 800 KV Class Reactor in India and meets the requirements stipulated in item no. 5.3A.3 of Technical Specifications (SECTION–VI PARTASUB-SECTION-IA) and desires to Associate with M/s (Associate) who meets the requirements in respect of Reactors as specified in Item No. 5.3A.1 of Technical Specifications (SECTION–VI PART-A SUB-SECTION-IA), the Bidder, the Sub-vendor (if applicable) and Associate are required to jointly execute and furnish an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for the successful performance of the equipments for Patratu Super Thermal Power Station Expansion Phase –I (3 X 800 MW) fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid is accepted by the Employer resulting into a Contract.

Signature of authorized signatory.....

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the award of the Contract by the Employer to the Contractor, the Contractor, the Subvendor (if applicable) and Associate do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of the equipments under the contract including the guaranteed parameters, as specified under the said Contract to the satisfaction of the Employer.
2. In case of any breach of the Contract committed by the Contractor, we, the Associate do hereby undertake, declare and confirm that we shall be jointly and severally responsible for successful performance of the equipments under the Contract and undertakes to carry out all the obligations and responsibilities under this Deed of Joint Undertaking. Further, if the Employer sustains any loss or damage on account of any breach of the Contract, the Associate and the Contractor jointly and severally undertake to promptly indemnify and pay such losses/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 Collaborator, or any extension of time or any relaxation given by the Employer to the Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate and the Contractor.
3. Without prejudice to the generality of the Undertaking in paragraph 1 above, the manner of achieving the objectives set-forth in paragraph 1 above shall be as follows:
 - a. Associate shall be jointly & severally responsible for design, engineering, manufacture, supply, installation, testing, commissioning, completion of facilities of the equipment under his Collaboration and carrying out the guarantee tests as per the guaranteed parameters, as specified in the Contract to the satisfaction of the Employer.

Further, Associate shall depute his technical experts from time to time to the Contractor's works/ Employer's project site as required by the Employer and

Signature of authorized signatory.....

agreed to by the Contractor and the Associate to facilitate the successful performance of the equipment as stipulated in the aforesaid Contract.

Further, Associate shall jointly & severally ensure proper design, engineering, manufacture, supply, installation, testing and successful performance of the equipments covered under the said Contract in accordance with stipulations of the Contract and if necessary, they 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 Collaborator and the Contractor fail to demonstrate equipment as specified in the Contract, the Collaborator and the Contractor shall promptly carry out all the corrective measures 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, rectifications or modifications to the equipment and payment of financial liabilities & penalties shall be the joint and several responsibility of the Contractor and Associate.
4. We, the Contractor and Associate do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the scheduled 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 the defect liability period, the validity of this deed of joint undertaking shall be extended by such period of delay. We, the Contractor and Associate do further undertake and confirm that this Deed of joint Undertaking shall be irrevocable and shall not be revoked till its validity. 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 Contractor and the Associate will be fully responsible for the quality of all the equipment/main assemblies/ components manufactured at their works or at their vendor's works or constructed at site, and their repair or replacement, if necessary, for

Signature of authorized signatory.....

incorporation in the plant, and timely delivery thereof to meet the completion schedule under the Contract.

6. In case of award, the Associate shall furnish as security separate on demand Performance Bank Guarantees in favour of the Employer as per provisions of the bidding documents.

The value of such Bank Guarantees to be furnished by Associate shall be equal to **INR 32 MILLION (Indian Rupees Thirty Two Million only)** and this shall be guarantees towards the faithful performance/ compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The Bank Guarantees shall be unconditional, irrevocable and initially valid till ninety (90) days beyond the scheduled 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 these Bank Guarantees shall be extended by such period of delay. The guarantee amounts 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 the 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 Associate and the Contractor, agree that this Deed of Joint Undertaking shall form an integral part of the Contracts for this package. 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 its execution.

IN WITNESS WHEREOF, the Associate and the Contractor through their authorized representatives, have executed these presents and affixed common seal of their respective companies on the day, month and year first mentioned above.

Signature of authorized signatory.....

For M/s.....

(Associate)

WITNESS :

1.

.....

(Signature of the Authorised
Representative)

.....

(Official Address)

Name.....

Designation.....

Company Seal

For M/s.....

(Bidder)

WITNESS :

1.

.....

(Signature of the Authorised
Representative)

Signature of authorized signatory.....

.....

(Official Address)

Name.....

Designation.....

Company Seal

For M/s.....

(Sub-vendor){if applicable}

WITNESS :

1.

.....

(Signature of the Authorised
Representative)

.....

(Official Address)

Name.....

Designation.....

Company Seal

Signature of authorized signatory.....

Note:- This format is to be used by the Bidders who have associated for design & manufacture of 800 KV Class Reactors in India.

- * Bidder to Strike out whatever is not applicable.
- ** Power of Attorney of the Persons signing on behalf of Collaborator/Associate and Bidder/Sub-vendor duly supported by the documents such as Board Resolution etc. authorizing him to sign shall be attached with the signed Deed of Joint Undertaking.

FORM OF DEED OF JOINT UNDERTAKING (FOR 400kV Power Transformer)

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER AND THE ASSOCIATE / COLLABORATOR MEETING THE REQUIREMENT OF CLASUE NO.. 5.2B.2 OF TECHNICAL SPECIFICATIONS (SECTION-VI PART-A SUB-SECTION-IA) FOR SUCCESSFUL PERFORMANCE OF POWER TRANSFORMER FOR PATRATU SUPER THEMRAL POWER STATION EXPANSION PHASE-I (3X800MW)

(TO BE SUBMITTED BY BIDDER PRIOR TO THE PLACEMENT OF ORDER ON THE APPROVED SUB-VENDOR)

This DEED of JOINT UNDERTAKING executed this day of two thousand by M/s a Company

Signature of authorized signatory.....

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", which expression shall include its successors, administrators, executors and permitted assigns) in favour of NTPC Limited A Govt. 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-110 003, 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, installation, testing and commissioning for the Power Transformers under EPC Package for PATRATU STSP EXPANSION PHASE-I (3x800MW) (hereinafter referred to as "Plant"), vide its Bidding Document No. : CS-9585-001-2.

AND WHEREAS item 5.2B.2 of Technical Specifications (Section-VI, Part-A, Sub-Section-IA) of bidding documents stipulates that bidding is open to a Bidder/Sub-Vendor, who have design, manufacture * installed / *supervised installation and * commissioned/ *Supervised Commissioning of at least two (2) Nos 220kV or above class transformer which are in successful operation for two (2) years and have established manufacturing facilities for 400kV class transformers based on Technology support of its Associate or Collaborator can also be qualified provided it Associate of Collaborator meet the qualifying requirements stipulated at Clause 5.2B.1 of Technical Specifications (Section-VI, Part-A, Sub-Section-IA) of bidding documents and bidder furnish a deed of joint undertaking meeting the requirement of 5.2B.2 of Technical Specifications (Section-VI, Part-A, Sub-Section-IA) forming part of bidding document.

WHEREAS M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer bearing no. dated for EPC Package for PATRATU STSP EXPANSION PHASE-I (3x800MW) against the Employer's Bidding Documents.

AND WHEREAS M/s (Bidder/Sub Vendor) is invited to bid as per Clause no. 5.2B.2 of the Technical Specifications (Section-VI, Part-A, Sub-Section-IA) and desires to participate based on the support of Associate/Collaboration with M/s

Signature of authorized signatory.....

..... (hereinafter refer to as Associate/collaborator) who satisfies the qualification requirements as specified in Clause No. 5.2B.1 of Technical Specifications (Section-VI, Part-A, Sub-Section-IA), the Bidder and the Associate/Collaborator are required to jointly execute and furnish an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for the successful performance of the equipments for EPC Package for Patratu Super Thermal Power Station Expansion Phase-I (3 x 800MW) fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid is accepted by the Employer resulting into a Contract.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Bidder, we the Associate/ Collaborator and the Bidder do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of the equipments under the contract including the guaranteed parameters, as specified under the said.
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 fully responsible for the successful performance of the equipment under the contract and undertakes to carry out all the obligations and responsibilities under this Deed of Joint Undertaking. Further if the Employer sustains any loss or damage on account of any breach of the Contract on amount of equipment, we the Associate /Collaborator and Bidder/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 Bidder/Sub-vendor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Bidder/Sub-vendor before proceeding against the Associate/Collaborator (with respect to obligations and responsibility of the Associate/Collaborator cover under this Deed of Joint Undertaking) not any extension of time or any relaxation given by the Employer to the Bidder/Contractor shall prejudice any rights of the Employer under this Deed of Joint 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) We the Associate/Collaborator shall be fully responsible for design, engineering, supply, erection, testing, commissioning and putting into satisfactory operation and carrying out the guarantee tests to the satisfaction of the Employer.

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

Further the Associate/Collaborator shall ensure proper design, manufacture, supply, installation, testing and successful performance of equipment cover under the said contract in accordance with stipulations of Bidding Documents and if necessary the Associate/Collaborator shall advise the Bidder/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 Bidder/Contractor fail to demonstrate successful performance of equipments as set forth in paragraph 1 above, the Associate/Collaborator and the Bidder/Contractor shall promptly carry out all the 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 equipments and payments of financial liabilities, penalties shall be the joint and several responsibilities of the Bidder/Contractor and Associate/Collaborator.

Signature of authorized signatory.....

4. We, the Bidder/Contractor and the Associate/Collaborator do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till the expiry of ninety (90) days after the end of the defect liability period of the last equipment cover 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 Bidder/Contractor, including the Contract Performance Security as well as other obligations of the Bidder/Contractor in terms of the Contract.
5. The Bidder/Contractor and Associate/Collaborator will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their Vendor's works or constructed at site, and their repairs 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 the Associate / Collaborator shall furnish as Security an one demand Performance in favour of the Employer as per provision of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 22 Million (Indian Rupees Twenty Two million only)** 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 the last equipment cover under the Contract. In case of delay in completion of defect liability period the validity of this Bank Guarantee shall be extended by such period of delay. The Bank 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 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 Associate/Collaborator and the Bidder/Contractor agree that this Undertaking shall form an integral part of the Contracts. We further agree that this Undertaking shall

Signature of authorized signatory.....

continue to be enforceable till the successful completion of Contract and till the Employer discharge it.

9. That this Deed of Undertaking shall be operative from the date of its execution.

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.

Witness :

For M/s

(Associate/Collaborator)

1.

(Signatures/Name/Address)

(Signature of the authorised
representative)

Name :

Designation :.....

Common Seal of the Company

.....

Signature of authorized signatory.....

Witness :

For M/s.....

(Bidder)

2.

(Signatures/Name/Address)

.....

(Signature of the authorised
representative)

Name :

Designation :.....

Common Seal of the Company

.....

Note : Power of Attorney of the Persons Signing on behalf of Associate/Collaborator and Bidder is to be furnished by the Bidder and to be attached with this signed Deed of Joint Undertaking.

Signature of authorized signatory.....

FORM OF LETTER OF UNDERTAKING

**FOR SATISFACTORY PERFORMANCE OF 400KV SHUNT REACTOR FOR PATRATU
SUPER THERMAL POWER STATION EXPANSION PHASE-I (3X800MW)**

**(TO BE SUBMITTED BY BIDDER PRIOR TO THE PLACEMENT OF ORDER ON THE
APPROVED SUB-VENDOR)**

TO:

[Employers Name and Address]

Sub: Letter of undertaking to be submitted by Associate / collaborator for satisfactory performance of shunt reactor.

In consideration of NTPC [hereinafter referred to as "Employer"] having awarded to M/s (Bidder) with its Registered Office at and M/s with its Registered Office at (hereinafter referred to as "Associate/collaborator") a contract to EPC Package for its Patratu Super Thermal Power Station Expansion Phase-I (3x800MW) vide contract no. Dated (hereinafter referred to as "Contract").

AND WHEREAS, the Bidder's scope of supply and services in the contract also includes Shunt Reactor.

AND WHEREAS the Bidder/Sub vendor have established / manufacturing facilities for 400KV class Shunt Reactor based on the Technological support from their Associate / Collaborator i.e.

Signature of authorized signatory.....

AND WHEREAS item 5.3B.2 of Technical Specifications (Section-VI, Part-A, Sub-Section-IA) of bidding documents. Bidder/Sub-Vendor can be considered for manufacturing and supply of Shunt Reactor provide the aforesaid qualified Associate / Collaborator provide a letter of undertaking for satisfactory performance of the Reactor under this contract.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to M/s we the aforesaid Associate/ Collaborator will be responsible in accordance with the contract to the Employer for the satisfactory performance of the reactor such that it fully meets all the requirements specified in the contract specification.
2. 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) We shall provide design, manufacturing and assembly drawings of Shunt Reactor and reactor shall be manufactured as per above design provided by us and the drawings approved by the Employer.
 - (b) We shall depute technical experts to Bidder/sub Vendor's works for supervision during coil assembly and final testing of the reactor.
 - (c) We shall promptly carry out all the corrective measures and shall promptly provide corrected design and shall undertake replacements, rectifications or modifications to the equipment as required in case of the equipment fails to demonstrate successful performance as per contract at site.
3. We, the Associate/Collaborator 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 plant under the contract and further stipulate that the

Signature of authorized signatory.....

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 Bidder/Sub Vendor including the Contract Performance Security as well as other obligations of the Bidder/Contractor in terms of the Contract.

4. Any dispute that may arise in connection with this Deed of 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 Delhi shall have exclusive jurisdiction.
5. We, the Associate/Collaborator and the Bidder/Sub Vendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract awarded to the Bidder and shall be operative from the date of its execution. We further agree that this Undertaking shall continue to be enforceable till the successful completion of Contract and till the Employer discharge it.
9. That this Deed of Undertaking shall be operative from the date of its execution.

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

Witness :

For M/s

(Associate/Collaborator)

Signature of authorized signatory.....

1.
(Signatures/Name/Address) (Signature of the authorised
representative)

Name :

Designation :.....

Common Seal of the Company
.....

Note : Power of Attorney of the Persons Signing on behalf of Associate/Collaborator is to be furnished by the Bidder and to be attached with this signed Deed of Joint Undertaking.

Signature of authorized signatory.....

FORM OF DEED OF JOINT UNDERTAKING

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ SUB VENDOR AND THE ASSOCIATE / COLLABORATOR FOR 11 KV / 3.3 KV SWITCHGEARS FOR PATRATU STPS EXPANSION PHASE-I

(AS PER CLAUSE NO: 5.6 ROUTE 2 OF TECHNICAL SPECIFICATIONS (SECTION-VI PART-A, SUB-SECTION-IA))

[APPLICABLE FOR BIDDER/SUB VENDOR WHO MEETS THE REQUIREMENTS OF CLAUSE NO: 5.6.4, 5.6.5 AND 5.6.6 OF TECHNICAL SPECIFICATIONS (SECTION-VI PART-A, SUB-SECTION-IA) AND HAS TECHNOLOGICAL SUPPORT OF ITS ASSOCIATE OR COLLABORATOR WHO MEETS THE REQUIREMENTS OF CLAUSE NO: 5.6.2 AND 5.6.3 OF TECHNICAL SPECIFICATIONS (SECTION-VI PART-A SUB-SECTION-IA)]

(TO BE SUBMITTED PRIOR TO THE PLACEMENT OF ORDER ON THE APPROVED SUB VENDOR)

This DEED of JOINT UNDERTAKING executed on this day of Two thousandby 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/ Sub Vendor", 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 and commissioning & conductance of guarantee tests for EPC Package for PATRATU STPS EXPANSION PHASE-I (hereinafter referred to as "Plant"), vide its Bidding Document No. : CS-9585-001-2, which interalia include MV Switchgears.

AND WHEREAS Item No. 5.6 Route 2 of Technical Specifications (Sub-Section-IA, Part-A Section-VI) of Bidding Documents stipulates that the Bidder/ Sub Vendor based on technological support of its Associate/Collaborator can also participate provided the Bidder/Sub Vendor meets the requirements stipulated at Clause No. 5.6.4, 5.6.5 and 5.6.6 of Technical Specifications (Sub-Section-IA, Part-A Section-VI) and its Associate or Collaborator, who in turn meets the stipulated requirements at Clause No. 5.6.2 and 5.6.3 of Technical Specifications (Sub-Section-IA, Part-A Section-VI) of Bidding Documents and submits a Deed of Joint undertaking jointly executed by the Bidder/Sub Vendor and his Associate/Collaborator in which

Signature of authorized signatory.....

the Bidder / Sub Vendor and its Associate/ Collaborator are jointly and severally liable to the Employer for successful performance of the MV Switchgears specified in the bidding documents vide specification No. CS-9585-001-2.

WHEREAS M/s..... (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer bearing proposal No. dated for EPC Package for PATRATU STPS EXPANSION PHASE-I against the Employer's above specifications, which interalia include MV Switchgears.

AND WHEREAS M/s..... (Bidder/Sub-Vendor) meets the requirements of Clause No. 5.6.4, 5.6.5 & 5.6.6 of Technical Specifications (Sub-Section-IA, Part-A Section-VI) and has proposed for technological support of M/s..... (hereinafter referred to as Associate/Collaborator) who meets the requirement of Clause No. 5.6.2 & 5.6.3 of Technical Specifications (Sub-Section-IA, Part-A Section-VI).

And whereas Bidder/ Sub Vendor and Associate/Collaborator are executing an irrevocable Deed of Joint Undertaking that they shall be held jointly and severally liable and bound unto the Employer for successful performance of the MV Switchgears to be supplied under the EPC Package for PATRATU STPS EXPANSION PHASE-I fully meeting the performance parameters as per the Bid Specifications, in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter called the "Contract").

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Bidder/ Sub Vendor, we, the aforesaid Associate/Collaborator and the Bidder/ Sub Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the MV Switchgears and perform all the contractual obligations including the technical guarantees for the complete package.
2. In case of any breach of the Contract committed by the Bidder/ Sub Vendor, we, the Associate/Collaborator, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the 11 KV / 3.3 KV Switchgears and undertake to carryout all obligation and responsibilities under this Deed of Joint Undertaking in order to discharge the Bidder's/Sub Vendor'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 and the Bidder/ Sub Vendor jointly and severally undertake to promptly indemnify, and pay such losses/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 under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Bidder/ Sub Vendor, nor any extension of time would prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate/Collaborator.

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 and successful performance of 11 KV / 3.3 KV Switchgears to the satisfaction of the Employer.

Further, the Associate/Collaborator shall depute their technical experts from time to time to the Bidder's/Sub Vendor's works/Employer's project site as required by Employer and agreed to by the Bidder/Sub Vendor /Associate or Collaborator to facilitate the successful performance of 11 KV / 3.3 KV Switchgears as stipulated in the aforesaid Contract.

Further the Associate/Collaborator shall ensure proper design, manufacture, installation, testing, commissioning and successful performance of MV Switchgears in accordance with the Contract specifications and if necessary the Associate/Collaborator shall advise the Bidder/ Sub Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

- (b) In the event the Associate/Collaborator and Bidder/ Sub Vendor fail to demonstrate successful performance of MV Switchgears as set forth in paragraph 1 above, the Associate/Collaborator and the Bidder/ Sub Vendor 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 11 KV / 3.3 KV Switchgears and payments of financial liabilities, penalties and any other obligations as provided under the Contract shall be the joint and several responsibilities of the Bidder/ Sub Vendor and Associate/Collaborator.

4. We, the Bidder/ Sub Vendor and Associate/Collaborator do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the expiry of defect liability period of the Plant 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 under the Contract, 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 Bidder/ Sub Vendor, including the Contract Performance Security as well as other obligations of the Bidder/ Sub Vendor in terms of the Contract.

5. The Bidder/ Sub Vendor and Associate/Collaborator will be fully responsible for the quality of all equipment/ main assemblies/components manufactured at their works or at their Vendor's works or fabricated/constructed at site, and their repairs or replacement if

Signature of authorized signatory.....

necessary for incorporation in the MV Switchgears and timely delivery thereof to meet the completion schedule under the Contract.

6. In case of award, the Associate/Collaborator shall furnish "as Security" an on demand Performance Bank Guarantee, from Bank specified in the bidding documents in favour of the Employer in a form acceptable to Employer. The value of such Bank Guarantee shall be equal to **INR 7 Million (Indian Rupees SevenMillion only)** 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 the entire period of contract, i.e. till ninety (90) days beyond the end of the Defect Liability Period of the Contract. In case of delay in completion of 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.
7. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure / rules mention 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 Associate/Collaborator and the Bidder/ Sub Vendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contracts. We further agree that this Undertaking shall continue to be enforceable till the successful completion of defect liability period under the Contract and till the Employer discharge it.
9. That this Deed of Undertaking shall be operative from the date of its execution.

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

WITNESS :

1. For M/s
.....
(Signature of the Authorised (Associate/Collaborator)
Representative) (Signature Name & Address)

.....
Name

Designation.....

Common Seal of the Company

Signature of authorized signatory.....

.....
WITNESS :

1. For M/s
.....
(Signature of the Authorised (Bidder/Sub Vendor)
Representative) (Signature Name & Address)
.....
Name

Designation.....

Common Seal of the Company

.....
Note: Power of Attorney of the persons signing on behalf of Associate / Collaborator and Bidder / Contractor is to be furnished by the bidder and to be attached with the signed Deed of Joint Undertaking.

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

FORM OF DEED OF JOINT UNDERTAKING AS PER CLAUSE 5.15.2(b) OF SUB-SECTION-IA, PART-A OF SECTION-VI, TECHNICAL SPECIFICATION

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR/*SUB-VENDOR (MEETING REQUIREMENT OF CLAUSE 5.15.2(a) OF SUB-SECTION-IA, PART-A OF SECTION-VI, TECHNICAL SPECIFICATION) AND THE ASSOCIATE (MEETING THE REQUIREMENT OF CLAUSE 5.15.1 OF SUB-SECTION-IA, PART-A OF SECTION-VI, TECHNICAL SPECIFICATION) FOR THE PERFORMANCNE OF THE GIS PORTION OF THE CONTRACT FOR PATRATU STPS EXPANSION PHASE-I (3X800MW)

Signature of authorized signatory.....

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

M/sa Company registered under thehaving its Registered Office at (hereinafter called the "Bidder/Contractor", which expression shall include its successors, administrators, executors and permitted assigns) AND

*M/sa Company registered under thehaving its Registered Office at (hereinafter called the "SUB-VENDOR", which expression shall include its successors, administrators, executors and permitted assigns) in favour of NTPC Limited 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, which inter-alia include 765 KV GIS Switchyard.

And whereas M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer bearing proposal No..... dated for EPC Package for *Patratu STPS Expansion Phase-I (3X800MW)*, against the Employer's Bidding Documents No. CS-9585-001-2 including design, engineering, manufacture, supply, transportation to site, installation, testing and commissioning of the 765 KV Switchyard against the Employer's Bidding Documents.

AND WHEREAS clause no. 5.15.2(a) of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents stipulates that the work of 765 KV Switchyard can be done by the Bidder/*Sub-Vendor who have designed, constructed/erected, tested and commissioned one (1) Air Insulated Substation/Switchyard of 765 KV or above voltage class having not less than six (6) bays and associates with a GIS manufacturer for sourcing of GIS Equipment who meets the requirements indicated in clause no. 5.15.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents and bidder furnishes a Deed of Joint Undertaking

Signature of authorized signatory.....

meeting the requirement of 5.15.2(b) of Sub-Section-IA, Part-A of Section-VI, Technical Specification forming part of bidding documents.

AND WHEREAS M/s (Bidder/Contractor/*Sub-Vendor) himself does not meet the requirement of clause 5.15.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents, and hence desires to associate with M/s (hereinafter referred to as Associate) who satisfies the qualification requirements as specified in clause No. 5.15.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents and that the Bidder/Contractor/*Sub-Vendor and the Associate are required to jointly execute and furnish prior to the placement of order on approved Vendor, an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for the performance of the GIS portion of the contract, fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid is accepted by the Employer resulting into a "Contract".

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER :

- 1 That in consideration of the Award of the Contract by the Employer to the Contractor, we the Associate and the Contractor/*Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the performance of the GIS portion of the contract.
- 2 In case of any breach of the Contract committed by the Contractor/*Sub-Vendor, we the Associate do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the 765 KV GIS Switchyard under the Contract and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge Contractor's/*Sub-Vendor'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 on account of 765 KV GIS Switchyard, we the Associate and Contractor/*Sub-Vendor 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/*Sub-Vendor before proceeding against the Associate (with respect to obligations and responsibilities of the Associate covered

Signature of authorized signatory.....

under this Deed of Joint Undertaking), nor any extension of time or any relaxation given by the Employer to the Contractor/*Sub-Vendor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate/Contractor.

- 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 Associate shall be fully responsible for design, engineering, manufacture, assembly, testing and inspection at manufacturer's works before despatch, packing, insurance, supply, transportation, delivery to project site, handling, storage and preservation at site store, transportation to place of installations, complete work of site assembly, erection, testing at site and commissioning of 765 KV GIS Switchyard and putting into satisfactory operation.

Further, the Associate, shall depute their technical experts from time to time to the Contractor's/*Sub-Vendor's works/Employer's project site as required by the Employer and agreed to by Contractor/Associate to facilitate the successful performance of the 765 KV GIS Switchyard stipulated in the aforesaid Contract.

Further, the Associate shall ensure proper design, manufacture, supply, installation, testing and commissioning for the successful performance of the 765 KV GIS Switchyard covered under the said Contract in accordance with stipulations of Bidding Documents and if necessary the Associate shall advise the Contractor/*Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (b) In the event the Associate and the Contractor/*Sub-Vendor fail to demonstrate successful performance of the 765 KV GIS Switchyard as set forth in paragraph 1 above, the Associate and the Contractor/*Sub-Vendor shall promptly carry out all the corrective measures 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 equipment and payment of financial liabilities and penalties and fulfillment of all other obligations as provided under the Contract, shall be the joint and several responsibility of the Contractor/*Sub-Vendor and the Associate.

Signature of authorized signatory.....

- (d) In case the associate is a foreign GIS manufacturer and supplying upto seven (7) 765 KV GIS Bays from his Indian GIS manufacturing facilities, we the associate shall ensure that the critical manufacturing processes of these equipments in our Indian GIS manufacturing facilities shall be done under our supervision and further we shall ensure that the manufacturing, testing facilities including quality systems at our Indian Works are adequality upgraded.
4. We, the Contractor/*Sub-Vendor and the Associate 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 this Deed of Joint Undertaking 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/*Sub-Vendor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
5. The Contractor/*Sub-Vendor and Associate 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 furnished by the Contractor, the Associate shall furnish 'as Security' an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to the Employer as per provisions of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 63 Million (Indian Rupees Sixty Three 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 this Deed of Joint Undertaking. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by such period of delay. The guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.

Signature of authorized signatory.....

7. Any dispute that may arise in connection with this Deed of 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 Delhi shall have exclusive jurisdiction.
8. We, the Associate and the Contractor/*Sub-Vendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract from the date of signing of this Deed of Joint Undertaking. We further agree that this Undertaking shall continue to be enforceable till the successful completion of the Contract and till the Employer discharges it.
9. That this Deed of Undertaking shall be operative from the date of signing of this Deed of Joint Undertaking.

IN WITNESS WHEREOF, the Associate and the Contractor/*Sub-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.

For M/s

(Collaborator/Associate)

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorized
representative)

Name :

Designation :

Signature of authorized signatory.....

Common Seal of the Company

.....

*For M/s.....

(Sub-vendor)

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorised
representative)

Name :

Designation :.....

Common Seal of the Company

.....

For M/s.....

(Bidder/Contractor)

Witness :

1.

(Signatures)

.....

.....

(Signature of the authorised
representative)

Name :

Signature of authorized signatory.....

(Name & Official Address)

Designation :.....

Common Seal of the Company

.....

- Note :
1. * Bidder/Contractor to strike out whichever is not applicable.
 2. The List of Banks which are acceptable to NTPC for issuing Bank Guarantee is indicated in Annexure-I to SCC.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING AS PER CLAUSE 5.15.3(b) OF SUB-SECTION-
IA, PART-A OF SECTION-VI, TECHNICAL SPECIFICATION**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/
CONTRACTOR/*SUB-VENDOR WHO HAVE ESTABLISHED MANUFACTURING FACILITIES
FOR GIS IN INDIA BASED ON TECHNOLOGICAL SUPPORT OF AN ASSOCIATE (WHO
MEETS THE REQUIREMENT OF CLAUSE 5.15.1 OF SUB-SECTION-IA, PART-A OF
SECTION-VI, TECHNICAL SPECIFICATION) FOR THE PERFORMANCE OF THE GIS
PORTION OF THE CONTRACT FOR PATRATU SUPER THERMAL POWER STATION
EXPANSION PHASE-I (3X800 MW)**

This DEED of JOINT UNDERTAKING executed on this day
of Two thousand by.

M/s a Company incorporated underhaving its Registered
Office at (hereinafter called the "Associate", which expression
shall include its successors, administrators, executors and permitted assigns) AND

M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "Bidder/Contractor", which
expression shall include its successors, administrators, executors and permitted assigns) AND

*M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "SUB-VENDOR", which
expression shall include its successors, administrators, executors and permitted assigns) in
favour of NTPC Limited 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, which inter-
alia include 765KV GIS Switchyard.

Signature of authorized signatory.....

And whereas M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer bearing proposal No..... dated for EPC Package for *Patratu STPS Expansion Phase-I (3X800MW)*, against the Employer's Bidding Documents No. CS-9585-001-2 including design, engineering, manufacture, supply, transportation to site, installation, testing and commissioning (including trial operation and Performance & Guarantee tests) of the 765KV Switchyard against the Employer's Bidding Documents.

AND WHEREAS clause no. 5.15.3 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents stipulates that the work of 765 KV Switchyard can be done by the Bidder/*Sub-Vendor designed, constructed/ erected, tested and commissioned one (1) Air Insulated Substation/ Switchyard of 765kV or above voltage class having at least six (6) bays, who have established Manufacturing facilities for GIS equipment in India based on Technological support of an Associate (who meets the requirement of clause no. 5.15.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents) and bidder furnishes a Deed of Joint Undertaking meeting the requirement of 5.15.3(b) of Sub-Section-IA, Part-A of Section-VI, Technical Specification forming part of bidding documents.

AND WHEREAS M/s (Bidder/Contractor/*Sub-Vendor) himself does not meet the requirement of clause 5.15.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents, and hence desires to associate with M/s (hereinafter referred to as "Associate") who satisfies the qualification requirements as specified in clause No. 5.15.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents and that the Bidder/Contractor/*Sub-Vendor and the Associate are required to jointly execute and furnish prior to the placement of order on approved Vendor, an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for the performance of the GIS portion of the contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid is accepted by the Employer resulting into a "Contract".

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we the Associate(s) and the Contractor/*Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the performance of the GIS portion of the contract.

Signature of authorized signatory.....

2. In case of any breach of the Contract committed by the Contractor/*Sub-Vendor, we the Associate do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the 765 KV GIS Switchyard under the Contract and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge Contractor's/*Sub-Vendor'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 on account of 765 KV GIS Switchyard, we the Associate and Contractor/*Sub-Vendor 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/*Sub-Vendor before proceeding against the Associate (with respect to obligations and responsibilities of the Associate covered under this Deed of Joint Undertaking), nor any extension of time or any relaxation given by the Employer to the Contractor/*Sub-Vendor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate.

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 Associate shall be fully responsible for the performance of the GIS portion of the contract. Further, the Associate, shall depute their technical experts from time to time to the Contractor's/*Sub-Vendor's works/GIS Manufacturer's Works/Employer's project site as required by the Employer and agreed to by Contractor/Associate to facilitate the successful performance of the 765 KV GIS Switchyard stipulated in the aforesaid Contract.

Further, the Associate shall ensure proper design, manufacture, supply, installation, testing and commissioning for the successful performance of the 765 KV GIS Switchyard covered under the said Contract in accordance with stipulations of Bidding Documents and if necessary the Associate shall advise the Contractor/*Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

Signature of authorized signatory.....

- (b) In the event the Associate and the Contractor/*Sub-Vendor fail to demonstrate successful performance of the 765 KV GIS Switchyard as set forth in paragraph 1 above, the Associate and the Contractor/*Sub-Vendor shall promptly carry out all the corrective measures 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 equipment and payment of financial liabilities and penalties and fulfillment of all other obligations as provided under the Contract, shall be the joint and several responsibility of the Contractor/*Sub-Vendor and the Associate.
 - (d) We the associate that the critical manufacturing processes of GIS equipments at Indian works shall be done under our supervision and further we shall ensure that the manufacturing, testing facilities including quality systems at our Indian Works are adequacy upgraded.
4. We, the Contractor/*Sub-Vendor and the Associate 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 this Deed of Joint Undertaking 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/*Sub-Vendor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
5. The Contractor/*Sub-Vendor and Associate 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 furnished by the Contractor, the Associate shall furnish 'as Security' an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to the Employer as per provisions

Signature of authorized signatory.....

of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 63 Million (Indian Rupees Sixty Three 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 this Deed of Joint Undertaking. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by such period of 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 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 Delhi shall have exclusive jurisdiction.
8. We, the Associate and the Contractor/*Sub-Vendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract from the date of signing of this Deed of Joint Undertaking. We further agree that this Undertaking shall continue to be enforceable till the successful completion of the Contract and till the Employer discharges it.
9. That this Deed of Undertaking shall be operative from the date of signing of this Deed of Joint Undertaking.

IN WITNESS WHEREOF, the Associate and the Contractor/*Sub-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.

For M/s

(GIS Manufacturer)

Witness :

1.

(Signatures)

.....

(Signature of the authorized

Signature of authorized signatory.....

representative)

.....

(Name & Official Address)

Name :

Designation :

Common Seal of the Company

.....

For M/s

(Associate of GIS Manufacturer)

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorized
representative)

Name :

Designation :

Common Seal of the Company

.....

*For M/s.....

(Sub-vendor)

Signature of authorized signatory.....

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorised
representative)

Name :

Designation :

Common Seal of the Company

.....

For M/s.....

(Bidder/Contractor)

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorised
representative)

Name :

Designation :

Signature of authorized signatory.....

Common Seal of the Company

.....

- Note : 1. * Bidder/Contractor to strike out whichever is not applicable.
2. The List of Banks which are acceptable to NTPC for issuing Bank Guarantee is indicated in Annexure-I to SCC.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING AS PER CLAUSE 5.15.4 OF SUB-SECTION-IA,
PART-A OF SECTION-VI, TECHNICAL SPECIFICATION**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/
CONTRACTOR/*SUB-VENDOR WHO HAVE ESTABLISHED MANUFACTURING FACILITIES
FOR GIS IN INDIA BASED ON TECHNOLOGICAL SUPPORT OF AN PARENT COMPANY
(WHO MEETS THE REQUIREMENT OF CLAUSE 5.15.1 OF SUB-SECTION-IA, PART-A OF
SECTION-VI, TECHNICAL SPECIFICATION) FOR THE PERFORMANCE OF THE GIS
PORTION OF THE CONTRACT FOR PATRATU SUPER THERMAL POWER STATION
EXPANSION PHASE-I (3X800 MW)**

This DEED of JOINT UNDERTAKING executed on this day
of Two thousand by.

M/s a Company incorporated underhaving its Registered
Office at (hereinafter called the "Parent Company", which
expression shall include its successors, administrators, executors and permitted assigns) AND

M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "Bidder/Contractor", which
expression shall include its successors, administrators, executors and permitted assigns) AND

*M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "SUB-VENDOR", which
expression shall include its successors, administrators, executors and permitted assigns) in
favour of NTPC Limited 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, which inter-
alia include 765KV GIS Switchyard.

And whereas M/s (Bidder) is submitting its proposal in response to the aforesaid
Invitation for Bid by the Employer bearing proposal No..... dated for

Signature of authorized signatory.....

EPC Package for *Patratu STPS Expansion Phase-I (3X800MW)*, against the Employer's Bidding Documents No. CS-9585-001-2 including design, engineering, manufacture, supply, transportation to site, installation, testing and commissioning (including trial operation and Performance & Guarantee tests) of the 765KV Switchyard against the Employer's Bidding Documents.

AND WHEREAS clause no. 5.15.4 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents stipulates that the work of 765 KV Switchyard can be done by the Bidder/*Sub-Vendor who have, established Manufacturing facilities for GIS in India based on Technological support of Parent Company (who meets the requirement of clause no. 5.15.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents) and bidder furnishes a Deed of Joint Undertaking meeting the requirement of 5.15.4 of Sub-Section-IA, Part-A of Section-VI, Technical Specification forming part of bidding documents.

AND WHEREAS M/s (Bidder/Contractor/*Sub-Vendor) himself does not meet the requirement of clause 5.15.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents, and hence desires to associate with M/s (hereinafter referred to as "Parent Company") who satisfies the qualification requirements as specified in clause No. 5.15.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents and that the Bidder/Contractor/*Sub-Vendor and the Parent Company are required to jointly execute and furnish prior to the placement of order on approved Vendor, an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for the performance of the GIS portion of the contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid is accepted by the Employer resulting into a "Contract".

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we the Parent Company(s) and the Contractor/*Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the performance of the GIS portion of the contract.
2. In case of any breach of the Contract committed by the Contractor/*Sub-Vendor, we the Parent Company do hereby undertake, declare and confirm that we shall be fully

Signature of authorized signatory.....

responsible for the successful performance of the 765 KV GIS Switchyard under the Contract and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge Contractor's/*Sub-Vendor'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 on account of 765 KV GIS Switchyard, we the Parent Company and Contractor/*Sub-Vendor 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/*Sub-Vendor before proceeding against the Parent Company (with respect to obligations and responsibilities of the Parent Company covered under this Deed of Joint Undertaking), nor any extension of time or any relaxation given by the Employer to the Contractor/*Sub-Vendor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Parent Company.

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 Parent Company shall be fully responsible for the performance of the GIS portion of the contract. Further, the Parent Company, shall depute their technical experts from time to time to the Contractor's/*Sub-Vendor's works/GIS Manufacturer's Works/Employer's project site as required by the Employer and agreed to by Contractor/Parent Company to facilitate the successful performance of the 765 KV GIS Switchyard stipulated in the aforesaid Contract.

Further, the Associate Company shall ensure proper design, manufacture, supply, installation, testing and commissioning for the successful performance of the 765 KV GIS Switchyard covered under the said Contract in accordance with stipulations of Bidding Documents and if necessary the Parent Company shall advise the Contractor/*Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

- (b) In the event the Parent Company and the Contractor/*Sub-Vendor fail to demonstrate successful performance of the 765 KV GIS Switchyard as set forth in paragraph 1 above, the Parent Company and the Contractor/*Sub-Vendor

Signature of authorized signatory.....

shall promptly carry out all the corrective measures 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 equipment and payment of financial liabilities and penalties and fulfillment of all other obligations as provided under the Contract, shall be the joint and several responsibility of the Contractor/*Sub-Vendor and the Parent Company.
 - (d) We the Parent Company that the critical manufacturing processes of GIS equipments at Indian works shall be done under our supervision and further we shall ensure that the manufacturing, testing facilities including quality systems at our Indian Works are adequacy upgraded.
4. We, the Contractor/*Sub-Vendor and the Parent 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 last equipment covered under this Deed of Joint Undertaking 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/*Sub-Vendor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
5. The Contractor/*Sub-Vendor and Parent 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 furnished by the Contractor, the Parent Company shall furnish 'as Security' an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to the Employer as per provisions of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 63 Million (Indian Rupees Sixty Three Million)** and it shall be guarantee towards the

Signature of authorized signatory.....

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 this Deed of Joint Undertaking. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by such period of 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 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 Delhi shall have exclusive jurisdiction.
8. We, the Parent Company and the Contractor/*Sub-Vendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract from the date of signing of this Deed of Joint Undertaking. We further agree that this Undertaking shall continue to be enforceable till the successful completion of the Contract and till the Employer discharges it.
9. That this Deed of Undertaking shall be operative from the date of signing of this Deed of Joint Undertaking.

IN WITNESS WHEREOF, the Parent Company and the Contractor/*Sub-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.

For M/s

(GIS Manufacturer)

Witness :

1.

(Signatures)

.....

(Signature of the authorized
representative)

Signature of authorized signatory.....

.....

(Name & Official Address)

Name :

Designation :.....

Common Seal of the Company

.....

For M/s

(Parent Company of GIS Manufacturer)

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorized
representative)

Name :

Designation :.....

Common Seal of the Company

.....

*For M/s.....

(Sub-vendor)

Witness :

Signature of authorized signatory.....

1.

(Signatures)

.....

(Signature of the authorised
representative)

.....

(Name & Official Address)

Name :

Designation :

Common Seal of the Company

.....

For M/s.....

(Bidder/Contractor)

Witness :

1.

(Signatures)

.....

(Signature of the authorised
representative)

.....

(Name & Official Address)

Name :

Designation :

Common Seal of the Company

Signature of authorized signatory.....

.....

- Note : 1. * Bidder/Contractor to strike out whichever is not applicable.
2. The List of Banks which are acceptable to NTPC for issuing Bank Guarantee is indicated in Annexure-I to SCC.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING AS PER CLAUSE 5.16.2(b) OF SUB-SECTION-
IA, PART-A OF SECTION-VI, TECHNICAL SPECIFICATION**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE
BIDDER/CONTRACTOR/*SUB-VENDOR (MEETING REQUIREMENT OF CLAUSE 5.16.2(a)
OF SUB-SECTION-IA, PART-A OF SECTION-VI, TECHNICAL SPECIFICATION) AND THE
ASSOCIATE (MEETING THE REQUIREMENT OF CLAUSE 5.16.1 OF SUB-SECTION-IA,
PART-A OF SECTION-VI, TECHNICAL SPECIFICATION) FOR THE PERFORMCNE OF
THE GIS PORTION OF THE CONTRACT FOR PATRATU STPS EXPANSION PHASE-I
(3X800MW)**

The DEED OF JOINT UNDERTAKING executed thisday ofTwo
thousand by M/s a Company incorporated under
.....having its Registered Office at (hereinafter
called the Associate, which expression shall include its successors, administrators, executors
and permitted assigns) AND

M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "Bidder/Contractor", which
expression shall include its successors, administrators, executors and permitted assigns) AND

*M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "SUB-VENDOR", which
expression shall include its successors, administrators, executors and permitted assigns) in
favour of NTPC Limited 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, which inter-
alia include 400 KV GIS Switchyard.

Signature of authorized signatory.....

And whereas M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer bearing proposal No..... dated for EPC Package for *Patratu STPS Expansion Phase-I (3X800MW)*, against the Employer's Bidding Documents No. CS-9585-001-2 including design, engineering, manufacture, supply, transportation to site, installation, testing and commissioning of the 400 KV Switchyard against the Employer's Bidding Documents.

AND WHEREAS clause no. 5.16.2(a) of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents stipulates that the work of 400 KV Switchyard can be done by the Bidder/*Sub-Vendor who have designed, constructed/erected, tested and commissioned one (1) Air Insulated Substation/Switchyard of 400 KV or above voltage class having not less than six (6) bays which have been in successful operation for a minimum period of two (2) years and associates with a GIS manufacturer for sourcing of GIS Equipment who meets the requirements indicated in clause no. 5.16.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents and bidder furnishes a Deed of Joint Undertaking meeting the requirement of 5.16.2(b) of Sub-Section-IA, Part-A of Section-VI, Technical Specification forming part of bidding documents.

AND WHEREAS M/s (Bidder/Contractor/*Sub-Vendor) himself does not meet the requirement of clause 5.16.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents, and hence desires to associate with M/s (hereinafter referred to as Associate) who satisfies the qualification requirements as specified in clause No. 5.16.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents and that the Bidder/Contractor/*Sub-Vendor and the Associate are required to jointly execute and furnish prior to the placement of order on approved Vendor, an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for the performance of the GIS portion of the contract, fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid is accepted by the Employer resulting into a "Contract".

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER :

- 1 That in consideration of the Award of the Contract by the Employer to the Contractor, we the Associate and the Contractor/*Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the performance of the GIS portion of the contract.

Signature of authorized signatory.....

- 2 In case of any breach of the Contract committed by the Contractor/*Sub-Vendor, we the Associate do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the 400 KV GIS Switchyard under the Contract and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge Contractor's/*Sub-Vendor'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 on account of 400 KV GIS Switchyard, we the Associate and Contractor/*Sub-Vendor 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/*Sub-Vendor before proceeding against the Associate (with respect to obligations and responsibilities of the Associate covered under this Deed of Joint Undertaking), nor any extension of time or any relaxation given by the Employer to the Contractor/*Sub-Vendor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate/Contractor.
- 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 Associate shall be fully responsible for design, engineering, manufacture, assembly, testing and inspection at manufacturer's works before despatch, packing, insurance, supply, transportation, delivery to project site, handling, storage and preservation at site store, transportation to place of installations, complete work of site assembly, erection, testing at site and commissioning of 400 KV GIS Switchyard and putting into satisfactory operation.
- Further, the Associate, shall depute their technical experts from time to time to the Contractor's/*Sub-Vendor's works/Employer's project site as required by the Employer and agreed to by Contractor/Associate to facilitate the successful performance of the 400 KV GIS Switchyard stipulated in the aforesaid Contract.
- Further, the Associate shall ensure proper design, manufacture, supply, installation, testing and commissioning for the successful performance of the 400 KV GIS Switchyard covered under the said Contract in accordance with

Signature of authorized signatory.....

stipulations of Bidding Documents and if necessary the Associate shall advise the Contractor/*Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (b) In the event the Associate and the Contractor/*Sub-Vendor fail to demonstrate successful performance of the 400 KV GIS Switchyard as set forth in paragraph 1 above, the Associate and the Contractor/*Sub-Vendor shall promptly carry out all the corrective measures 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 equipment and payment of financial liabilities and penalties and fulfillment of all other obligations as provided under the Contract, shall be the joint and several responsibility of the Contractor/*Sub-Vendor and the Associate.
 - (d) In case the associate is a foreign GIS manufacturer and supplying upto seven (7) 400 KV GIS Bays from his Indian GIS manufacturing facilities, we the associate shall ensure that the critical manufacturing processes of these equipments in our Indian GIS manufacturing facilities shall be done under our supervision and further we shall ensure that the manufacturing, testing facilities including quality systems at our Indian Works are adequality upgraded.
4. We, the Contractor/*Sub-Vendor and the Associate 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 this Deed of Joint Undertaking 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/*Sub-Vendor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
5. The Contractor/*Sub-Vendor and Associate 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

Signature of authorized signatory.....

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 furnished by the Contractor, the Associate shall furnish 'as Security' an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to the Employer as per provisions of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 49 Million (Indian Rupees Forty Nine 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 this Deed of Joint Undertaking. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by such period of 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 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 Delhi shall have exclusive jurisdiction.
8. We, the Associate and the Contractor/*Sub-Vendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract from the date of signing of this Deed of Joint Undertaking. We further agree that this Undertaking shall continue to be enforceable till the successful completion of the Contract and till the Employer discharges it.
9. That this Deed of Undertaking shall be operative from the date of signing of this Deed of Joint Undertaking.

IN WITNESS WHEREOF, the Associate and the Contractor/*Sub-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.

Signature of authorized signatory.....

For M/s
(Collaborator/Associate)

Witness :

1.
(Signatures)

.....
(Name & Official Address)

.....
(Signature of the authorized
representative)
Name :

Designation :.....

Common Seal of the Company
.....

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

Witness :

1.
(Signatures)

.....
(Name & Official Address)

.....
(Signature of the authorised
representative)
Name :

Signature of authorized signatory.....

Designation :.....

Common Seal of the Company

.....

For M/s.....

(Bidder/Contractor)

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorised
representative)

Name :

Designation :.....

Common Seal of the Company

.....

- Note :
1. * Bidder/Contractor to strike out whichever is not applicable.
 2. The List of Banks which are acceptable to NTPC for issuing Bank Guarantee is indicated in Annexure-I to SCC.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING AS PER CLAUSE 5.16.3(b) OF SUB-SECTION-
IA, PART-A OF SECTION-VI, TECHNICAL SPECIFICATION**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/
CONTRACTOR/*SUB-VENDOR WHO HAVE ESTABLISHED MANUFACTURING FACILITIES
FOR GIS IN INDIA BASED ON TECHNOLOGICAL SUPPORT OF AN ASSOCIATE (WHO
MEETS THE REQUIREMENT OF CLAUSE 5.16.1 OF SUB-SECTION-IA, PART-A OF
SECTION-VI, TECHNICAL SPECIFICATION) FOR THE PERFORMANCE OF THE GIS
PORTION OF THE CONTRACT FOR PATRATU SUPER THERMAL POWER STATION
EXPANSION PHASE-I (3X800 MW)**

This DEED of JOINT UNDERTAKING executed on this day
of Two thousand by.

M/s a Company incorporated underhaving its Registered
Office at (hereinafter called the "Associate", which expression
shall include its successors, administrators, executors and permitted assigns) AND

M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "Bidder/Contractor", which
expression shall include its successors, administrators, executors and permitted assigns) AND

*M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "SUB-VENDOR", which
expression shall include its successors, administrators, executors and permitted assigns) in
favour of NTPC Limited 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, which inter-
alia include 400kV GIS Switchyard.

Signature of authorized signatory.....

And whereas M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer bearing proposal No..... dated for EPC Package for *Patratu STPS Expansion Phase-I (3X800MW)*, against the Employer's Bidding Documents No. CS-9585-001-2 including design, engineering, manufacture, supply, transportation to site, installation, testing and commissioning (including trial operation and Performance & Guarantee tests) of the 400kV Switchyard against the Employer's Bidding Documents.

AND WHEREAS clause no. 5.16.3 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents stipulates that the work of 400 kV Switchyard can be done by the Bidder/*Sub-Vendor designed, constructed/ erected, tested and commissioned one (1) Air Insulated Substation/ Switchyard of 400kV or above voltage class having at least six (6) bays, which have been in successful operation for a minimum period of two (2) years who have established Manufacturing facilities for GIS equipment in India based on Technological support of an Associate (who meets the requirement of clause no. 5.16.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents) and bidder furnishes a Deed of Joint Undertaking meeting the requirement of 5.16.3(b) of Sub-Section-IA, Part-A of Section-VI, Technical Specification forming part of bidding documents.

AND WHEREAS M/s (Bidder/Contractor/*Sub-Vendor) himself does not meet the requirement of clause 5.16.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents, and hence desires to associate with M/s (hereinafter referred to as "Associate") who satisfies the qualification requirements as specified in clause No. 5.16.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents and that the Bidder/Contractor/*Sub-Vendor and the Associate are required to jointly execute and furnish prior to the placement of order on approved Vendor, an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for the performance of the GIS portion of the contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid is accepted by the Employer resulting into a "Contract".

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we the Associate(s) and the Contractor/*Sub-Vendor, do hereby declare and undertake that we

Signature of authorized signatory.....

shall be jointly and severally responsible to the Employer for the performance of the GIS portion of the contract.

2. In case of any breach of the Contract committed by the Contractor/*Sub-Vendor, we the Associate do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the 400 kV GIS Switchyard under the Contract and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge Contractor's/*Sub-Vendor'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 on account of 400 kV GIS Switchyard, we the Associate and Contractor/*Sub-Vendor 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/*Sub-Vendor before proceeding against the Associate (with respect to obligations and responsibilities of the Associate covered under this Deed of Joint Undertaking), nor any extension of time or any relaxation given by the Employer to the Contractor/*Sub-Vendor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate.

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 Associate shall be fully responsible for the performance of the GIS portion of the contract. Further, the Associate, shall depute their technical experts from time to time to the Contractor's/*Sub-Vendor's works/GIS Manufacturer's Works/Employer's project site as required by the Employer and agreed to by Contractor/Associate to facilitate the successful performance of the 400 kV GIS Switchyard stipulated in the aforesaid Contract.

Further, the Associate shall ensure proper design, manufacture, supply, installation, testing and commissioning for the successful performance of the 400 kV GIS Switchyard covered under the said Contract in accordance with stipulations of Bidding Documents and if necessary the Associate shall advise the Contractor/*Sub-Vendor

Signature of authorized signatory.....

suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

- (b) In the event the Associate and the Contractor/*Sub-Vendor fail to demonstrate successful performance of the 400 kV GIS Switchyard as set forth in paragraph 1 above, the Associate and the Contractor/*Sub-Vendor shall promptly carry out all the corrective measures 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 equipment and payment of financial liabilities and penalties and fulfillment of all other obligations as provided under the Contract, shall be the joint and several responsibility of the Contractor/*Sub-Vendor and the Associate.
 - (d) We the Associate that the critical manufacturing processes of GIS equipments at Indian works shall be done under our supervision and further we shall ensure that the manufacturing, testing facilities including quality systems at our Indian Works are adequacy upgraded.
4. We, the Contractor/*Sub-Vendor and the Associate 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 this Deed of Joint Undertaking 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/*Sub-Vendor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
5. The Contractor/*Sub-Vendor and Associate 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.

Signature of authorized signatory.....

6. In case of Award, in addition to the Contract Performance Security furnished by the Contractor, the Associate shall furnish 'as Security' an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to the Employer as per provisions of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 49 Million (Indian Rupees Forty Nine 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 this Deed of Joint Undertaking. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by such period of 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 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 Delhi shall have exclusive jurisdiction.
8. We, the Associate and the Contractor/*Sub-Vendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract from the date of signing of this Deed of Joint Undertaking. We further agree that this Undertaking shall continue to be enforceable till the successful completion of the Contract and till the Employer discharges it.
9. That this Deed of Undertaking shall be operative from the date of signing of this Deed of Joint Undertaking.

IN WITNESS WHEREOF, the Associate and the Contractor/*Sub-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.

For M/s

(GIS Manufacturer)

Witness :

Signature of authorized signatory.....

1.
(Signatures)
.....
(Name & Official Address)

.....
(Signature of the authorized
representative)
Name :

Designation :.....

Common Seal of the Company
.....

For M/s
(Associate of GIS Manufacturer)

Witness :

1.
(Signatures)
.....
(Name & Official Address)

.....
(Signature of the authorized
representative)
Name :.....

Designation :.....

Common Seal of the Company
.....

Signature of authorized signatory.....

*For M/s.....

(Sub-vendor)

Witness :

1.

(Signatures)

.....

(Signature of the authorised
representative)

.....

(Name & Official Address)

Name :

Designation :.....

Common Seal of the Company

.....

For M/s.....

(Bidder/Contractor)

Witness :

1.

(Signatures)

.....

(Signature of the authorised
representative)

.....

(Name & Official Address)

Name :

Signature of authorized signatory.....

Designation :.....

Common Seal of the Company

.....

- Note : 1. * Bidder/Contractor to strike out whichever is not applicable.
2. The List of Banks which are acceptable to NTPC for issuing Bank Guarantee is indicated in Annexure-I to SCC.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING AS PER CLAUSE 5.16.4 OF SUB-SECTION-IA,
PART-A OF SECTION-VI, TECHNICAL SPECIFICATION**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/
CONTRACTOR/*SUB-VENDOR WHO HAVE ESTABLISHED MANUFACTURING FACILITIES
FOR GIS IN INDIA BASED ON TECHNOLOGICAL SUPPORT OF AN PARENT COMPANY
(WHO MEETS THE REQUIREMENT OF CLAUSE 5.16.1 OF SUB-SECTION-IA, PART-A OF
SECTION-VI, TECHNICAL SPECIFICATION) FOR THE PERFORMANCE OF THE GIS
PORTION OF THE CONTRACT FOR PATRATU SUPER THERMAL POWER STATION
EXPANSION PHASE-I (3X800 MW)**

This DEED of JOINT UNDERTAKING executed on this day
of Two thousand by.

M/s a Company incorporated underhaving its Registered
Office at (hereinafter called the "Parent Company", which
expression shall include its successors, administrators, executors and permitted assigns) AND

M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "Bidder/Contractor", which
expression shall include its successors, administrators, executors and permitted assigns) AND

*M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "SUB-VENDOR", which
expression shall include its successors, administrators, executors and permitted assigns) in
favour of NTPC Limited 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, which inter-
alia include 400KV GIS Switchyard.

And whereas M/s (Bidder) is submitting its proposal in response to the aforesaid
Invitation for Bid by the Employer bearing proposal No..... dated for

Signature of authorized signatory.....

EPC Package for *Patratu STPS Expansion Phase-I (3X800MW)*, against the Employer's Bidding Documents No. CS-9585-001-2 including design, engineering, manufacture, supply, transportation to site, installation, testing and commissioning (including trial operation and Performance & Guarantee tests) of the 400KV Switchyard against the Employer's Bidding Documents.

AND WHEREAS clause no. 5.16.4 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents stipulates that the work of 400 KV Switchyard can be done by the Bidder/*Sub-Vendor who have, established Manufacturing facilities for GIS in India based on Technological support of Parent Company (who meets the requirement of clause no. 5.16.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents) and bidder furnishes a Deed of Joint Undertaking meeting the requirement of 5.16.4 of Sub-Section-IA, Part-A of Section-VI, Technical Specification forming part of bidding documents.

AND WHEREAS M/s (Bidder/Contractor/*Sub-Vendor) himself does not meet the requirement of clause 5.16.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents, and hence desires to associate with M/s (hereinafter referred to as "Parent Company") who satisfies the qualification requirements as specified in clause No. 5.16.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents and that the Bidder/Contractor/*Sub-Vendor and the Parent Company are required to jointly execute and furnish prior to the placement of order on approved Vendor, an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for the performance of the GIS portion of the contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid is accepted by the Employer resulting into a "Contract".

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we the Parent Company(s) and the Contractor/*Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the performance of the GIS portion of the contract.
2. In case of any breach of the Contract committed by the Contractor/*Sub-Vendor, we the Parent Company do hereby undertake, declare and confirm that we shall be fully

Signature of authorized signatory.....

responsible for the successful performance of the 400 KV GIS Switchyard under the Contract and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge Contractor's/*Sub-Vendor'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 on account of 400 KV GIS Switchyard, we the Parent Company and Contractor/*Sub-Vendor 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/*Sub-Vendor before proceeding against the Parent Company (with respect to obligations and responsibilities of the Parent Company covered under this Deed of Joint Undertaking), nor any extension of time or any relaxation given by the Employer to the Contractor/*Sub-Vendor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Parent Company.

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 Parent Company shall be fully responsible for the performance of the GIS portion of the contract. Further, the Parent Company, shall depute their technical experts from time to time to the Contractor's/*Sub-Vendor's works/GIS Manufacturer's Works/Employer's project site as required by the Employer and agreed to by Contractor/Parent Company to facilitate the successful performance of the 400 KV GIS Switchyard stipulated in the aforesaid Contract.

Further, the Associate Company shall ensure proper design, manufacture, supply, installation, testing and commissioning for the successful performance of the 400 KV GIS Switchyard covered under the said Contract in accordance with stipulations of Bidding Documents and if necessary the Parent Company shall advise the Contractor/*Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

- (b) In the event the Parent Company and the Contractor/*Sub-Vendor fail to demonstrate successful performance of the 400 KV GIS Switchyard as set forth in paragraph 1 above, the Parent Company and the Contractor/*Sub-Vendor

Signature of authorized signatory.....

shall promptly carry out all the corrective measures 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 equipment and payment of financial liabilities and penalties and fulfillment of all other obligations as provided under the Contract, shall be the joint and several responsibility of the Contractor/*Sub-Vendor and the Parent Company.
 - (d) We the Parent Company that the critical manufacturing processes of GIS equipments at Indian works shall be done under our supervision and further we shall ensure that the manufacturing, testing facilities including quality systems at our Indian Works are adequacy upgraded.
4. We, the Contractor/*Sub-Vendor and the Parent 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 last equipment covered under this Deed of Joint Undertaking 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/*Sub-Vendor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
5. The Contractor/*Sub-Vendor and Parent 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 furnished by the Contractor, the Parent Company shall furnish 'as Security' an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to the Employer as per provisions of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 49 Million (Indian Rupees Forty Nine Million)** and it shall be guarantee towards the

Signature of authorized signatory.....

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 this Deed of Joint Undertaking. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by such period of 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 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 Delhi shall have exclusive jurisdiction.
8. We, the Parent Company and the Contractor/*Sub-Vendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract from the date of signing of this Deed of Joint Undertaking. We further agree that this Undertaking shall continue to be enforceable till the successful completion of the Contract and till the Employer discharges it.
9. That this Deed of Undertaking shall be operative from the date of signing of this Deed of Joint Undertaking.

IN WITNESS WHEREOF, the Parent Company and the Contractor/*Sub-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.

For M/s

(GIS Manufacturer)

Witness :

1.

(Signatures)

.....

(Signature of the authorized
representative)

Signature of authorized signatory.....

.....

(Name & Official Address)

Name :

Designation :.....

Common Seal of the Company

.....

For M/s

(Parent Company of GIS Manufacturer)

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorized
representative)

Name :

Designation :.....

Common Seal of the Company

.....

*For M/s.....

(Sub-vendor)

Witness :

Signature of authorized signatory.....

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorised
representative)

Name :

Designation :

Common Seal of the Company

.....

For M/s.....

(Bidder/Contractor)

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorised
representative)

Name :

Designation :

Common Seal of the Company

Signature of authorized signatory.....

.....

- Note : 1. * Bidder/Contractor to strike out whichever is not applicable.
2. The List of Banks which are acceptable to NTPC for issuing Bank Guarantee is indicated in Annexure-I to SCC.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING AS PER CLAUSE 5.17.2(b) OF SUB-SECTION-
IA, PART-A OF SECTION-VI, TECHNICAL SPECIFICATION**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE
BIDDER/CONTRACTOR/*SUB-VENDOR (MEETING REQUIREMENT OF CLAUSE 5.17.2(a)
OF SUB-SECTION-IA, PART-A OF SECTION-VI, TECHNICAL SPECIFICATION) AND THE
ASSOCIATE (MEETING THE REQUIREMENT OF CLAUSE 5.17.1 OF SUB-SECTION-IA,
PART-A OF SECTION-VI, TECHNICAL SPECIFICATION) FOR THE PERFORMCNE OF
THE GIS PORTION OF THE CONTRACT FOR PATRATU STPS EXPANSION PHASE-I
(3X800MW)**

The DEED OF JOINT UNDERTAKING executed thisday ofTwo
thousand by M/s a Company incorporated under
.....having its Registered Office at (hereinafter
called the Associate, which expression shall include its successors, administrators, executors
and permitted assigns) AND

M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "Bidder/Contractor", which
expression shall include its successors, administrators, executors and permitted assigns) AND

*M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "SUB-VENDOR", which
expression shall include its successors, administrators, executors and permitted assigns) in
favour of NTPC Limited 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, which inter-
alia include 132 kV GIS Switchyard.

Signature of authorized signatory.....

And whereas M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer bearing proposal No..... dated for EPC Package for *Patratu STPS Expansion Phase-I (3X800MW)*, against the Employer's Bidding Documents No. CS-9585-001-2 including design, engineering, manufacture, supply, transportation to site, installation, testing and commissioning of the 132 kV Switchyard against the Employer's Bidding Documents.

AND WHEREAS clause no. 5.17.2(a) of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents stipulates that the work of 132 kV Switchyard can be done by the Bidder/*Sub-Vendor who have designed, constructed/erected, tested and commissioned one (1) Air Insulated Substation/Switchyard of 132 kV or above voltage class having not less than six (6) bays which have been in successful operation for a minimum period of two (2) years and associates with a GIS manufacturer for sourcing of GIS Equipment who meets the requirements indicated in clause no. 5.17.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents and bidder furnishes a Deed of Joint Undertaking meeting the requirement of 5.17.2(b) of Sub-Section-IA, Part-A of Section-VI, Technical Specification forming part of bidding documents.

AND WHEREAS M/s (Bidder/Contractor/*Sub-Vendor) himself does not meet the requirement of clause 5.17.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents, and hence desires to associate with M/s (hereinafter referred to as Associate) who satisfies the qualification requirements as specified in clause No. 5.17.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents and that the Bidder/Contractor/*Sub-Vendor and the Associate are required to jointly execute and furnish prior to the placement of order on approved Vendor, an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for the performance of the GIS portion of the contract, fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid is accepted by the Employer resulting into a "Contract".

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER :

- 1 That in consideration of the Award of the Contract by the Employer to the Contractor, we the Associate and the Contractor/*Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the performance of the GIS portion of the contract.

Signature of authorized signatory.....

- 2 In case of any breach of the Contract committed by the Contractor/*Sub-Vendor, we the Associate do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the 132 kV GIS Switchyard under the Contract and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge Contractor's/*Sub-Vendor'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 on account of 132 kV GIS Switchyard, we the Associate and Contractor/*Sub-Vendor 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/*Sub-Vendor before proceeding against the Associate (with respect to obligations and responsibilities of the Associate covered under this Deed of Joint Undertaking), nor any extension of time or any relaxation given by the Employer to the Contractor/*Sub-Vendor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate/Contractor.
- 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 Associate shall be fully responsible for design, engineering, manufacture, assembly, testing and inspection at manufacturer's works before despatch, packing, insurance, supply, transportation, delivery to project site, handling, storage and preservation at site store, transportation to place of installations, complete work of site assembly, erection, testing at site and commissioning of 132 kV GIS Switchyard and putting into satisfactory operation.
- Further, the Associate, shall depute their technical experts from time to time to the Contractor's/*Sub-Vendor's works/Employer's project site as required by the Employer and agreed to by Contractor/Associate to facilitate the successful performance of the 132 kV GIS Switchyard stipulated in the aforesaid Contract.
- Further, the Associate shall ensure proper design, manufacture, supply, installation, testing and commissioning for the successful performance of the 132 kV GIS Switchyard covered under the said Contract in accordance with

Signature of authorized signatory.....

stipulations of Bidding Documents and if necessary the Associate shall advise the Contractor/*Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (b) In the event the Associate and the Contractor/*Sub-Vendor fail to demonstrate successful performance of the 132 kV GIS Switchyard as set forth in paragraph 1 above, the Associate and the Contractor/*Sub-Vendor shall promptly carry out all the corrective measures 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 equipment and payment of financial liabilities and penalties and fulfillment of all other obligations as provided under the Contract, shall be the joint and several responsibility of the Contractor/*Sub-Vendor and the Associate.
 - (d) In case the associate is a foreign GIS manufacturer and supplying upto SIX (6) 132 kV GIS Bays from his Indian GIS manufacturing facilities, we the associate shall ensure that the critical manufacturing processes of these equipments in our Indian GIS manufacturing facilities shall be done under our supervision and further we shall ensure that the manufacturing, testing facilities including quality systems at our Indian Works are adequality upgraded.
4. We, the Contractor/*Sub-Vendor and the Associate 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 this Deed of Joint Undertaking 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/*Sub-Vendor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
5. The Contractor/*Sub-Vendor and Associate 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.

Signature of authorized signatory.....

6. In case of Award, in addition to the Contract Performance Security furnished by the Contractor, the Associate shall furnish 'as Security' an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to the Employer as per provisions of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 11 Million (Indian Rupees Eleven 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 this Deed of Joint Undertaking. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by such period of 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 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 Delhi shall have exclusive jurisdiction.
8. We, the Associate and the Contractor/*Sub-Vendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract from the date of signing of this Deed of Joint Undertaking. We further agree that this Undertaking shall continue to be enforceable till the successful completion of the Contract and till the Employer discharges it.
9. That this Deed of Undertaking shall be operative from the date of signing of this Deed of Joint Undertaking.

IN WITNESS WHEREOF, the Associate and the Contractor/*Sub-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.

For M/s

Signature of authorized signatory.....

(Collaborator/Associate)

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorized
representative)

Name :

Designation :.....

Common Seal of the Company

.....

*For M/s.....

(Sub-vendor)

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorised
representative)

Name :

Designation :.....

Signature of authorized signatory.....

Common Seal of the Company

.....

For M/s.....

(Bidder/Contractor)

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorised
representative)

Name :

Designation :.....

Common Seal of the Company

.....

- Note :
1. * Bidder/Contractor to strike out whichever is not applicable.
 2. The List of Banks which are acceptable to NTPC for issuing Bank Guarantee is indicated in Annexure-I to SCC.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING AS PER CLAUSE 5.17.3(b) OF SUB-SECTION-
IA, PART-A OF SECTION-VI, TECHNICAL SPECIFICATION**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/
CONTRACTOR/*SUB-VENDOR WHO HAVE ESTABLISHED MANUFACTURING FACILITIES
FOR GIS IN INDIA BASED ON TECHNOLOGICAL SUPPORT OF AN ASSOCIATE (WHO
MEETS THE REQUIREMENT OF CLAUSE 5.17.1 OF SUB-SECTION-IA, PART-A OF
SECTION-VI, TECHNICAL SPECIFICATION) FOR THE PERFORMANCE OF THE GIS
PORTION OF THE CONTRACT FOR PATRATU SUPER THERMAL POWER STATION
EXPANSION PHASE-I (3X800 MW)**

This DEED of JOINT UNDERTAKING executed on this day
of Two thousand by.

M/s a Company incorporated underhaving its Registered
Office at (hereinafter called the "Associate", which expression
shall include its successors, administrators, executors and permitted assigns) AND

M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "Bidder/Contractor", which
expression shall include its successors, administrators, executors and permitted assigns) AND

*M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "SUB-VENDOR", which
expression shall include its successors, administrators, executors and permitted assigns) in
favour of NTPC Limited 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, which inter-
alia include 132 kV GIS Switchyard.

Signature of authorized signatory.....

And whereas M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer bearing proposal No..... dated for EPC Package for *Patratu STPS Expansion Phase-I (3X800MW)*, against the Employer's Bidding Documents No. CS-9585-001-2 including design, engineering, manufacture, supply, transportation to site, installation, testing and commissioning (including trial operation and Performance & Guarantee tests) of the 132 kV Switchyard against the Employer's Bidding Documents.

AND WHEREAS clause no. 5.17.3 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents stipulates that the work of 132 kV Switchyard can be done by the Bidder/*Sub-Vendor designed, constructed/ erected, tested and commissioned one (1) Air Insulated Substation/ Switchyard of 132 kV or above voltage class having at least six (6) bays, who have established Manufacturing facilities for GIS equipment in India based on Technological support of an Associate (who meets the requirement of clause no. 5.17.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents) and bidder furnishes a Deed of Joint Undertaking meeting the requirement of 5.17.3(b) of Sub-Section-IA, Part-A of Section-VI, Technical Specification forming part of bidding documents.

AND WHEREAS M/s (Bidder/Contractor/*Sub-Vendor) himself does not meet the requirement of clause 5.17.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents, and hence desires to associate with M/s (hereinafter referred to as "Associate") who satisfies the qualification requirements as specified in clause No. 5.17.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents and that the Bidder/Contractor/*Sub-Vendor and the Associate are required to jointly execute and furnish prior to the placement of order on approved Vendor, an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for the performance of the GIS portion of the contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid is accepted by the Employer resulting into a "Contract".

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we the Associate(s) and the Contractor/*Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the performance of the GIS portion of the contract.

Signature of authorized signatory.....

2. In case of any breach of the Contract committed by the Contractor/*Sub-Vendor, we the Associate do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the 132 kV GIS Switchyard under the Contract and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge Contractor's/*Sub-Vendor'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 on account of 132 kV GIS Switchyard, we the Associate and Contractor/*Sub-Vendor 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/*Sub-Vendor before proceeding against the Associate (with respect to obligations and responsibilities of the Associate covered under this Deed of Joint Undertaking), nor any extension of time or any relaxation given by the Employer to the Contractor/*Sub-Vendor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate.

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 Associate shall be fully responsible for the performance of the GIS portion of the contract. Further, the Associate, shall depute their technical experts from time to time to the Contractor's/*Sub-Vendor's works/GIS Manufacturer's Works/Employer's project site as required by the Employer and agreed to by Contractor/Associate to facilitate the successful performance of the 132 kV GIS Switchyard stipulated in the aforesaid Contract.

Further, the Associate shall ensure proper design, manufacture, supply, installation, testing and commissioning for the successful performance of the 132 kV GIS Switchyard covered under the said Contract in accordance with stipulations of Bidding Documents and if necessary the Associate shall advise the Contractor/*Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

Signature of authorized signatory.....

- (b) In the event the Associate and the Contractor/*Sub-Vendor fail to demonstrate successful performance of the 132 kV GIS Switchyard as set forth in paragraph 1 above, the Associate and the Contractor/*Sub-Vendor shall promptly carry out all the corrective measures 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 equipment and payment of financial liabilities and penalties and fulfillment of all other obligations as provided under the Contract, shall be the joint and several responsibility of the Contractor/*Sub-Vendor and the Associate.
 - (d) We the associate that the critical manufacturing processes of GIS equipments at Indian works shall be done under our supervision and further we shall ensure that the manufacturing, testing facilities including quality systems at our Indian Works are adequacy upgraded.
- 4. We, the Contractor/*Sub-Vendor and the Associate 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 this Deed of Joint Undertaking 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/*Sub-Vendor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
 - 5. The Contractor/*Sub-Vendor and Associate 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 furnished by the Contractor, the Associate shall furnish 'as Security' an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to the Employer as per provisions

Signature of authorized signatory.....

of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 11 Million (Indian Rupees Eleven 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 this Deed of Joint Undertaking. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by such period of 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 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 Delhi shall have exclusive jurisdiction.
8. We, the Associate and the Contractor/*Sub-Vendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract from the date of signing of this Deed of Joint Undertaking. We further agree that this Undertaking shall continue to be enforceable till the successful completion of the Contract and till the Employer discharges it.
9. That this Deed of Undertaking shall be operative from the date of signing of this Deed of Joint Undertaking.

IN WITNESS WHEREOF, the Associate and the Contractor/*Sub-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.

For M/s

(GIS Manufacturer)

Witness :

1.

(Signatures)

.....

(Signature of the authorized

Signature of authorized signatory.....

representative)

.....

(Name & Official Address)

Name :

Designation :.....

Common Seal of the Company

.....

For M/s

(Associate of GIS Manufacturer)

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorized
representative)

Name :.....

Designation :.....

Common Seal of the Company

.....

*For M/s.....

(Sub-vendor)

Signature of authorized signatory.....

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorised
representative)

Name :

Designation :

Common Seal of the Company

.....

For M/s.....

(Bidder/Contractor)

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorised
representative)

Name :

Designation :

Signature of authorized signatory.....

Common Seal of the Company

.....

- Note : 1. * Bidder/Contractor to strike out whichever is not applicable.
2. The List of Banks which are acceptable to NTPC for issuing Bank Guarantee is indicated in Annexure-I to SCC.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING AS PER CLAUSE 5.17.4 OF SUB-SECTION-IA,
PART-A OF SECTION-VI, TECHNICAL SPECIFICATION**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/
CONTRACTOR/*SUB-VENDOR WHO HAVE ESTABLISHED MANUFACTURING FACILITIES
FOR GIS IN INDIA BASED ON TECHNOLOGICAL SUPPORT OF AN PARENT COMPANY
(WHO MEETS THE REQUIREMENT OF CLAUSE 5.17.1 OF SUB-SECTION-IA, PART-A OF
SECTION-VI, TECHNICAL SPECIFICATION) FOR THE PERFORMANCE OF THE GIS
PORTION OF THE CONTRACT FOR PATRATU SUPER THERMAL POWER STATION
EXPANSION PHASE-I (3X800 MW)**

This DEED of JOINT UNDERTAKING executed on this day
of Two thousand by.

M/s a Company incorporated underhaving its Registered
Office at (hereinafter called the "Parent Company", which
expression shall include its successors, administrators, executors and permitted assigns) AND

M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "Bidder/Contractor", which
expression shall include its successors, administrators, executors and permitted assigns) AND

*M/sa Company registered under thehaving its
Registered Office at (hereinafter called the "SUB-VENDOR", which
expression shall include its successors, administrators, executors and permitted assigns) in
favour of NTPC Limited 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, which inter-
alia include 132 kV GIS Switchyard.

And whereas M/s (Bidder) is submitting its proposal in response to the aforesaid
Invitation for Bid by the Employer bearing proposal No..... dated for

Signature of authorized signatory.....

EPC Package for *Patratu STPS Expansion Phase-I (3X800MW)*, against the Employer's Bidding Documents No. CS-9585-001-2 including design, engineering, manufacture, supply, transportation to site, installation, testing and commissioning (including trial operation and Performance & Guarantee tests) of the 132 kV Switchyard against the Employer's Bidding Documents.

AND WHEREAS clause no. 5.17.4 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents stipulates that the work of 132 kV Switchyard can be done by the Bidder/*Sub-Vendor who have, established Manufacturing facilities for GIS in India based on Technological support of Parent Company (who meets the requirement of clause no. 5.17.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents) and bidder furnishes a Deed of Joint Undertaking meeting the requirement of 5.17.4 of Sub-Section-IA, Part-A of Section-VI, Technical Specification forming part of bidding documents.

AND WHEREAS M/s (Bidder/Contractor/*Sub-Vendor) himself does not meet the requirement of clause 5.17.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents, and hence desires to associate with M/s (hereinafter referred to as "Parent Company") who satisfies the qualification requirements as specified in clause No. 5.17.1 of Sub-Section-IA, Part-A of Section-VI, Technical Specification of bidding documents and that the Bidder/Contractor/*Sub-Vendor and the Parent Company are required to jointly execute and furnish prior to the placement of order on approved Vendor, an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for the performance of the GIS portion of the contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid is accepted by the Employer resulting into a "Contract".

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we the Parent Company(s) and the Contractor/*Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the performance of the GIS portion of the contract.
2. In case of any breach of the Contract committed by the Contractor/*Sub-Vendor, we the Parent Company do hereby undertake, declare and confirm that we shall be fully

Signature of authorized signatory.....

responsible for the successful performance of the 132 kV GIS Switchyard under the Contract and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge Contractor's/*Sub-Vendor'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 on account of 132 kV GIS Switchyard, we the Parent Company and Contractor/*Sub-Vendor 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/*Sub-Vendor before proceeding against the Parent Company (with respect to obligations and responsibilities of the Parent Company covered under this Deed of Joint Undertaking), nor any extension of time or any relaxation given by the Employer to the Contractor/*Sub-Vendor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Parent Company.

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 Parent Company shall be fully responsible for the performance of the GIS portion of the contract. Further, the Parent Company, shall depute their technical experts from time to time to the Contractor's/*Sub-Vendor's works/GIS Manufacturer's Works/Employer's project site as required by the Employer and agreed to by Contractor/Parent Company to facilitate the successful performance of the 132 kV GIS Switchyard stipulated in the aforesaid Contract.

Further, the Associate Company shall ensure proper design, manufacture, supply, installation, testing and commissioning for the successful performance of the 132 kV GIS Switchyard covered under the said Contract in accordance with stipulations of Bidding Documents and if necessary the Parent Company shall advise the Contractor/*Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

- (b) In the event the Parent Company and the Contractor/*Sub-Vendor fail to demonstrate successful performance of the 132 kV GIS Switchyard as set forth in paragraph 1 above, the Parent Company and the Contractor/*Sub-Vendor

Signature of authorized signatory.....

shall promptly carry out all the corrective measures 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 equipment and payment of financial liabilities and penalties and fulfillment of all other obligations as provided under the Contract, shall be the joint and several responsibility of the Contractor/*Sub-Vendor and the Parent Company.
 - (d) We the Parent Company that the critical manufacturing processes of GIS equipments at Indian works shall be done under our supervision and further we shall ensure that the manufacturing, testing facilities including quality systems at our Indian Works are adequality upgraded.
4. We, the Contractor/*Sub-Vendor and the Parent 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 last equipment covered under this Deed of Joint Undertaking 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/*Sub-Vendor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
5. The Contractor/*Sub-Vendor and Parent 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 furnished by the Contractor, the Parent Company shall furnish 'as Security' an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to the Employer as per provisions of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 11 Million (Indian Rupees Eleven Million)** and it shall be guarantee towards the

Signature of authorized signatory.....

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 this Deed of Joint Undertaking. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by such period of 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 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 Delhi shall have exclusive jurisdiction.
8. We, the Parent Company and the Contractor/*Sub-Vendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract from the date of signing of this Deed of Joint Undertaking. We further agree that this Undertaking shall continue to be enforceable till the successful completion of the Contract and till the Employer discharges it.
9. That this Deed of Undertaking shall be operative from the date of signing of this Deed of Joint Undertaking.

IN WITNESS WHEREOF, the Parent Company and the Contractor/*Sub-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.

For M/s

(GIS Manufacturer)

Witness :

1.

(Signatures)

.....

(Signature of the authorized
representative)

Signature of authorized signatory.....

.....

(Name & Official Address)

Name :

Designation :.....

Common Seal of the Company

.....

For M/s

(Parent Company of GIS Manufacturer)

Witness :

1.

(Signatures)

.....

(Name & Official Address)

.....

(Signature of the authorized
representative)

Name :

Designation :.....

Common Seal of the Company

.....

*For M/s.....

(Sub-vendor)

Witness :

Signature of authorized signatory.....

1.

(Signatures)

.....

(Signature of the authorised
representative)

.....

(Name & Official Address)

Name :

Designation :

Common Seal of the Company

.....

For M/s.....

(Bidder/Contractor)

Witness :

1.

(Signatures)

.....

(Signature of the authorised
representative)

.....

(Name & Official Address)

Name :

Designation :

Common Seal of the Company

Signature of authorized signatory.....

.....

- Note : 1. * Bidder/Contractor to strike out whichever is not applicable.
2. The List of Banks which are acceptable to NTPC for issuing Bank Guarantee is indicated in Annexure-I to SCC.

Signature of authorized signatory.....

FORM OF DEED OF JOINT UNDERTAKING
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**(TO BE FURNISHED BY THE CONTRACTOR PRIOR TO THE
PLACEMENT OF ORDER FOR THE EQUIPMENT)**

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE CONTRACTOR, THE
INDIAN MANUFACTURER OF (.....)* MEETING THE REQUIREMENT
OF CLAUSE (.....)**, OF TECHNICAL SPECIFICATION OF THE
BIDDING DOCUMENTS AND THE COLLABORATOR OF THE INDIAN
MANUFACTURER OF (.....)* MEETING THE REQUIREMENT OF
CLAUSE (.....)**, OF TECHNICAL SPECIFICATION OF THE BIDDING
DOCUMENTS FOR SATISFACTORY PERFORMANCE OF THE OFFERED
(.....)* MANUFACTURED BY INDIAN MANUFACTURER FOR 765 kV
SWITCHYARD ASSOCIATED WITH PATRATU STPS EXPANSION PHASE-I (3X800 MW)
(AS PER CLAUSE 5.18, SUB SECTION-IA, SECTION-IV, PART-A,
TECHNICAL SPECIFICATIONS**

This DEED of UNDERTAKING executed this..... day
of..... Two thousand..... by M/s
a Company incorporated under having its Registered Office at
..... (hereinafter called the "Indian Manufacturer",
which expression shall include its successors, administrators, executors and permitted assigns),
and its Collaborator M/s..... a company registered under
the having its registered office at

Signature of authorized signatory.....

..... (hereinafter called the “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”, 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 EPC Package vide Specification No. CS-9585-001-2 for design, engineering, manufacture, testing and inspection at manufacturer’s works, packing, supply, transportation, transit insurance, delivery to site, unloading, storage and equipment erection, associated civil and structural works including Switchyard Control Room building (including putting the plant into satisfactory operation) of the Main Plant Turnkey Package for Patratu Super Thermal Power Station Expansion Phase-I (3X880MW).

****(Please specify here the equipment/system to be supplied by the Indian Manufacturer as specified in Technical Specifications of the Bidding Documents)***

***** (Please specify here the relevant clause no. of Technical Specifications of the Bidding Documents)***

Signature of authorized signatory.....

AND WHEREAS Clause (.....)** , of Technical Specifications of the Bidding documents stipulates that M/s.....(Indian Manufacturer) who satisfies the qualification requirements specified in Clause (.....)** , of Technical Specifications of the Bidding documents can also supply (.....)* provided their collaborator meets the requirement stipulated under Clause (.....)** , of Technical Specifications of the Bidding documents and the Contractor furnishes a Deed of Joint Undertaking meeting the requirement of Clause (.....)** , of Technical Specifications of the Bidding documents.

WHEREAS M/s..... (Contractor) has been awarded a contract by the Employer vide Notification of Award Ref. No..... dated..... for EPC Package for Patratu Super Thermal Power Station Expansion Phase-I (3X800MW). Against the Employer's above specifications.

AND WHEREAS M/s(Indian Manufacturer) meets the requirement of Clause (.....)** , of Technical Specifications of the Bidding documents, and collaborates with M/s..... (Collaborator) who meets the requirements of Clause (.....)** , of Technical Specifications of the Bidding documents. The Contractor, the Indian Manufacturer and the Collaborator are required to jointly execute and furnish prior to the placement of order for (.....)*, an irrevocable Deed of Joint undertaking that they shall be held jointly and severally responsible and bound unto the Employer for satisfactory performance of the offered equipment manufactured by Indian Manufacturer.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract to the Indian Manufacturer by the Contractor, we, the aforesaid Indian Manufacturer, the Collaborator and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for satisfactory performance of the (.....)* and perform all the contractual obligations including the technical guarantees for the said equipment.
2. In case of any breach of the Contract committed by the Indian Manufacturer, we, the Collaborator, do hereby undertake, declare and confirm that we shall be fully responsible

Signature of authorized signatory.....

for satisfactory performance of the (.....)* *and* undertake to carry out all obligation and responsibilities under this Deed of Joint Undertaking in order to discharge the Indian Manufacturer's obligations and responsibilities stipulated in the specifications for the said equipment. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we, the Indian Manufacturer, the Collaborator and the Contractor jointly and severally undertake to promptly indemnify, and pay such losses/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 awarded by the Employer to the Contractor and/or any rights of the Indian Manufacturer against the Collaborator under the Contract awarded by the Indian Manufacturer to the Collaborator and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor and/or the Indian Manufacturer before proceeding against the Collaborator, nor any extension of time or any relaxation given by the Employer to the Contractor and/or the Indian Manufacturer would prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Collaborator.

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 Collaborator will be fully responsible for satisfactory performance of the (.....)* to the satisfaction of the Employer.

Further, the Collaborator shall depute their technical experts from time to time to the Indian Manufacturer's works/Contractor's works/Employer's project site if required to facilitate the satisfactory performance of the (.....)* as stipulated in the aforesaid Contract.

Further the Collaborator shall ensure satisfactory performance of the (.....)* in accordance with the Contract specifications and if necessary the Collaborator shall advise the Indian Manufacturer and/or the Contractor suitable modifications of design and implement necessary Corrective measures to discharge the obligations under the Contract.

Signature of authorized signatory.....

- (b) In the event the Collaborator and/or the Indian Manufacturer and/or the Contractor fail to demonstrate satisfactory performance of the (.....)* as set forth in paragraph 1 above, the Collaborator, the Indian Manufacturer 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 (.....)* and payments of financial liabilities, penalties and any other obligations as provided under the Contract shall be the joint and several responsibilities of the Collaborator , the Indian Manufacturer and the Contractor.
4. We, the Contractor, the Indian Manufacturer and the Collaborator do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the expiry of defect liability period of the last equipment covered under the Contract and further stipulate that the Undertaking herein contained shall terminate upon 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 Indian Manufacturer and/or the Contractor, including the Contract Performance Security as well as other obligations of the Indian Manufacturer and/or the Contractor in terms of the Contract awarded on the Indian Manufacturer by the Contractor and/or the Contract awarded on the Contractor by the Employer.
5. The Contractor, the Indian Manufacturer and the Collaborator will be fully responsible for the quality of all equipment/ main assemblies/components manufactured at their works or at their Vendor's works or fabricated/constructed at site, and their repairs or replacement if necessary for incorporation in the (.....)*.
6. In addition to the Contract Performance Security furnished by the Contractor, the Collaborator shall furnish "as Security" an on demand Bank Guarantee, from a Bank specified in the bidding documents in favour of the Employer in a form acceptable to the Employer. The value of such Bank Guarantee shall be equal to (.....)@ and it

Signature of authorized signatory.....

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 till ninety (90) days beyond the end of the Defect Liability Period of the last equipment covered under this Deed of Joint Undertaking. In case of delay in completion of 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.

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 of the Contract signed between the Contractor and the Employer. 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 Indian Manufacturer, the Collaborator and the Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contracts. We further agree that this Undertaking shall continue to be enforceable till the successful completion of defect liability period of the last equipment covered under this Deed of Joint Undertaking and till the Employer discharges it.
9. That this Deed shall be operative from the date of the placement of order on the Collaborator by the Indian Manufacturer for the supply of the (.....)* under the Contract awarded by the Employer to the Contractor.

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

@ (Please specify here the amount of Bank Guarantee as specified in relevant clause of Technical Specifications of the Bidding Documents)

***(Please specify here the equipment/system to be supplied by the Indian Manufacturer as specified**

Signature of authorized signatory.....

in Technical Specifications of the Bidding Documents)

**** (Please specify here the relevant clause no. of Technical Specifications of the Bidding Documents)**

WITNESS :

1. For M/s
(Signature of the Authorised (Indian Manufacturer)
Representative)

.....
(Name and Official Address)

Name

2.
(Signature of the Authorised Designation.....
Representative)

..... Common Seal of the Company
(Name and Official Address)

.....

WITNESS :

1. For M/s
(Signature of the Authorised (Collaborator)
Representative)

.....
(Name and Official Address)

Name

Signature of authorized signatory.....

2.
(Signature of the Authorised Designation.....
Representative)
.....
(Name and Official Address) Common Seal of the Company
.....

WITNESS :

1. For M/s
(Signature of the Authorised (Bidder/Contractor)
Representative)
.....
(Name and Official Address) (Signature, Name & Address)
.....

Name

2.
(Signature of the Authorised Designation.....
Representative)
.....
(Name and Official Address) Common Seal of the Company
.....

****(Please specify here the equipment/system to be supplied by the Indian Manufacturer as specified in Technical Specifications of the Bidding Documents)***

***** (Please specify here the relevant clause no. of Technical Specifications of the Bidding Documents)***

Signature of authorized signatory.....

- Note :**
1. Power of Attorney of the persons signing on behalf of the Indian Manufacturer, the Collaborator and the Contractor is to be furnished by the Contractor and to be attached with the signed Deed of Joint Undertaking.
 2. The Bank Guarantee shall be from a Bank as per provisions of Section-V (SCC) of the Bidding Documents.
 3. The Deed of Joint Undertaking should be on a valid 'Non-Judicial Stamp Paper" and is to be submitted by the Contractor to the Employer prior to the placement of order for the equipment covered under this Deed of Joint Undertaking.

****(Please specify here the equipment/system to be supplied by the Indian Manufacturer as specified in Technical Specifications of the Bidding Documents)***

***** (Please specify here the relevant clause no. of Technical Specifications of the Bidding Documents)***

Signature of authorized signatory.....

EPC PACKAGE FOR
PATRATU SUPER THERMAL POWER STATION EXPANSION PHASE-I (3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2
Experience details of Sub-vendor seeking qualification as per
clause 6.0 of Sub-Section-IA, Provenness, Part-A,
Section-VI of Bidding Document)

Bidder's Name and Address:

To
Contract Services (II),
NTPC Limited.
NOIDA-201301

1.00.00 C&I Equipment/Systems (BOP C&I DDCMIS)

1.01.00 We/our sub-vendor confirm that we meet the provenness requirements specified in Cl. No.6.0 of provenness requirements in the Sub-Section-IA, Part-A, Section-VI of Bidding Documents. In this regard we declare that we have engineered, supplied and commissioned BOP C&I part of Distributed Digital Control, Monitoring & Information System (DDCMIS) in at least one (1) unit of a power station having unit rating 200 MW or above, the details of which are given below:

Sl.No.	Item Description	Plant No.1
1.	Name of Power Station (Location and Address)	
2.	Name of the Owner of Power Station with full Address Fax. No. Telephone No. e-mail address	
3.	Name of Package/Contract along with Order/LOA No. & Date	
4.	Name & Address of the Contractor on whom the order for executing the reference plant system was placed by the Owner of the reference plant	
5.	In case the Bidder/sub-vendor is not the Contractor at Sl. No. 4,	

Signature of authorized signatory.....

Name & Address of the Organisation
which placed order for reference
plant system on the Bidder/sub-vendor

Sl.No.	Item Description	Plant No.1
6.	Unit Rating (MW)	
7.	Whether coal fired station	*Yes/No
8.	Control & Instrumentation Systems Distributed Digital, Control Monitoring & Information System (DDCMIS) / Distributed Control System (DCS)	
8a.	Scope of work included in the bidder's order	
	(a) Engineering	*Yes/No
	(b) Supply	*Yes/No
	(c) Commissioning	*Yes/No
8b.	Whether the control system includes	
	(a) Modulating control for Steam Generator (SG)	*Yes/No
	(b) Modulating control for feed water/ condensate cycle	*Yes/No
	(c) Binary control of the auxiliaries for Steam Generator (SG)	*Yes/No
	(d) Binary control of the auxiliaries for Turbine Generator (TG)	*Yes/No
8c.	Actual date of commissioning	
9.	Following documents are enclosed in support of meeting the stipulated Qualifying Requirements	
	(a) Relevant portion of Letter of Award / Contract Agreement / Order enclosed	*Yes/No

Signature of authorized signatory.....

- 1.02.00 We/our sub-vendor confirm that we meet the provenness requirements specified in **CI. No.6.0** of provenness requirements in the Sub-Section-IA, Part-A, Section-VI of Bidding Documents. In this regard we declare that the offered BOP C&I DDCMIS is the same or of the same series which is operating successfully for BOP C&I application or SG C&I application or TG C&I application in at least one (1) unit of power station having unit rating of 200 MW or above for a period of not less than one (1) year and the offered BOP C&I DDCMIS have been commissioned in at least one (1) unit of a power station having unit rating of 200 MW or above for BOP C&I application, the details of which are given below :

SI No	Item Description	Plant No.1
1.	Name of Power Station (Location and Address), where the offered control system is operating successfully for a period of one (1) year for the following	
	(a) Name of the Owner of Power Station with full Address	
	Fax No. & Telephone No.	
	(b) Unit Rating (MW)	
	(c) Whether coal fired station	*Yes/No
	(d) The above power station includes the following controls of BOP C&I, SG C&I and TG C&I as follows :	
	(i) Whether the control system for BOP C&I includes the following:	*Yes/No
	* Modulating control for Steam Generator (SG)	
	* Modulating control for feed water/condensate cycle	
	* Binary control of the auxiliaries for Steam Generator (SG)	
	* Binary control of the auxiliaries for Turbine Generator (TG)	

Signature of authorized signatory.....

SI No	Item Description	Plant No.1
	(ii) SG C&I includes the following :	*Yes/No
	* Burner management system of coal fired units.	
	* Boiler protection of coal fired units.	
	(iii) TG C&I includes the following	*Yes/No
	* Steam Turbine Electro Hydraulic Control	
	* Turbine Protection System	
	(e) Actual date of commissioning	
	(f) Number of years of successful operation	
2.	Name of Power Station (Location and Address), where the offered control system has been commissioned	
	(a) Name of client with full Address Fax No. & Telephone No.	
	(b) Unit Rating (MW)	
	(c) Whether coal fired station	*Yes/No
	(d) Whether the control system includes the following :-	
	* Modulating control for Steam Generator (SG)	*Yes/No
	* Modulating control for feed water/condensate cycle	*Yes/No
	* Binary control of the auxiliaries for Steam Generator (SG)	*Yes/No
	* Binary control of the auxiliaries for Turbine Generator (TG)	*Yes/No

Signature of authorized signatory.....

SI No	Item Description	Plant No.1
	(e) Actual Date of Commissioning	
3.	(a) Name of the Control System offered for BOP C&I DDCMIS	
	(b) Name of the Control system provided in above Reference Plant	
	(i) For reference at Sl. No.1 above	
	(ii) For reference at Sl. No. 2 above	
	(c) Name of the Control System of reference at Sl. No. 1 and Sl. No. 2 above is same as being offered for BOP C&I DDCMIS	*Yes/No
	(d) Whether the Control System of reference at Sl. No. 1 and Sl. No. 2 above is of the same series as being offered for BOP C&I DDCMIS	*Yes/No
4.	Following documents are enclosed in support of meeting the stipulated provenness requirements for the reference plant	
	(a) Relevant portion of Letter of Award/Contract agreement/Order	*Yes/No
	(b) End user Certificate	*Yes/No
	(c) Sample of configuration diagram, Functional Grouping Diagram, Bill of Material	*Yes/No

Signature of authorized signatory.....

2.00.00 **C&I Equipment/Systems (SG C&I DDCMIS)**

2.01.01 We/our sub-vendor confirm that we meet the provenness requirements specified **CI. No.6.0** of provenness requirements in the Sub-Section-IA, Part-A, Section-VI of Bidding Documents. In this regard we declare that we have engineered, supplied and commissioned SG C&I part of Distributed Digital Control, Monitoring & Information System (DDCMIS) in at least one (1) unit of power station having unit rating of 200 MW or above, the details of which are given below :

Sl.No.	Item Description	Plant No.1
1.	Name of Power Station (Location and Address)	
2.	Name of the Owner of Power Station with full Address	
	Fax No.	
	Telephone No.	
	e-mail address	
3.	Name of Package/Contract along with Order/LOA No. & Date	
4.	Name & Address of the Contractor on whom the order for executing the reference plant system was placed by the Owner of the reference plant	
5.	In case the Bidder/our sub-vendor is not the Contractor at Sl.No.4, Name & Address of the Organisation which placed order for reference plant system on the Bidder/sub-vendor	
6.	Unit Rating (MW)	
7.	Whether coal fired station	*Yes/No

Signature of authorized signatory.....

Sl.No.	Item Description	Plant No.1
8.	Control & Instrumentation Systems Distributed Digital, Control Monitoring & Information System (DDCMIS) / Distributed Control System (DCS)	
8a.	Scope of work included in the bidder's order	
	(a) Engineering	*Yes/No
	(b) Supply	*Yes/No
	(c) Commissioning	*Yes/No
8b.	Whether the control system includes	
	(a) Burner management System of coal fired units	*Yes/No
	(b) Boiler protection of coal fired units	*Yes/No
8c.	Actual date of commissioning	
9.	Following documents are enclosed in support of meeting the stipulated Qualifying Requirements	
	(a) Relevant portion of Letter of Award / Contract Agreement / Order enclosed	*Yes/No

Signature of authorized signatory.....

2.01.02 We/our sub-vendor confirm that we meet the provenness requirements specified in **Cl. No.6.0** of provenness requirements in the Sub-Section-IA, Part-A, Section-VI of Bidding Documents. In this regard we declare that we have engineered, supplied and commissioned BOP C&I part of Distributed Digital Control, Monitoring & Information System (DDCMIS) in at least one (1) unit of a power station having unit rating of 200 MW or above and we have collaborated / associated with M/s..... (Name of Associate/Collaborator) whose address is and who have engineered, supplied and commissioned SG C&I Distributed Digital Control, Monitoring & Information System (DDCMIS) in at least one (1) unit of a power station having unit rating of 200 MW or above, the details of which are given below :

(a) Details of BOP C&I DDCMIS supplied by Bidder/Sub-Vendor

SI No	Item Description	Plant No.1
1.	Name of Power Station (Location and Address)	
2.	Name of the Owner of Power Station with full Address	
	Fax No.	
	Telephone No.	
	e-mail address	
3.	Name of Package/Contract along with Order/LOA No. & Date	
4.	Name & Address of the Contractor on whom the order for executing the reference plant system was placed by the Owner of the reference plant	
5.	In case the Bidder/sub-vendor is not the Contractor at SI.No.4, Name & Address of the Organisation which placed order for reference plant system on the Bidder/sub-vendor	

Signature of authorized signatory.....

Sl.No.	Item Description	Plant No.1
6.	Unit Rating (MW)	
7.	Whether coal fired station	*Yes/No
8.	Control & Instrumentation Systems Distributed Digital, Control Monitoring & Information System (DDCMIS) / Distributed Control System (DCS)	
8a.	Scope of work included in the bidder's order	
	(a) Engineering	*Yes/No
	(b) Supply	*Yes/No
	(c) Commissioning	*Yes/No
8b.	Whether the control system includes	
	(a) Modulating Control for Steam Generator (SG)	*Yes/No
	(b) Modulating Control for feed water / condensate cycle	*Yes/No
	(c) Binary control of the auxiliaries for Steam Generator (SG)	*Yes/No
	(d) Binary control of the auxiliaries for Turbine Generator (TG)	*Yes/No
8c.	Actual date of commissioning	
9.	Following documents are enclosed in support of meeting the stipulated Qualifying Requirements	
	(a) Relevant portion of Letter of Award/ Contract Agreement/ Order enclosed	*Yes/No
	b) Details of SG C&I DDCMIS supplied by Associate / Collaborator	

Signature of authorized signatory.....

Sl.No	Item Description	Plant No.1
1.	Name of Power Station (Location and Address)	
2.	Name of the Owner of Power Station with full Address	
	Fax No.	
	Telephone No.	
	e-mail address	
3.	Name of Package/Contract along with Order/LOA No. & Date	
4.	Name & Address of the Contractor on whom the order for executing the reference plant system was placed by the Owner of the reference plant	
5.	In case the Bidder/Sub-vendor is not the Contractor at Sl.No.4, Name & Address of the Organisation which placed order for reference plant system on the Bidder/Sub-vendor	
6.	Unit Rating (MW)	
7.	Whether coal fired station	*Yes/No
8.	Control & Instrumentation Systems Distributed Digital, Control Monitoring & Information System (DDCMIS) / Distributed Control System (DCS)	
8a.	Scope of work included in the bidder's order	
	(a) Engineering	*Yes/No
	(b) Supply	*Yes/No

Signature of authorized signatory.....

Sl.No.	Item Description	Plant No.1
	(c) Commissioning	*Yes/No
8b.	Whether the control system includes	
	(a) Burner Management System of coal fired units	*Yes/No
	(b) Boiler Protection of coal fired units	*Yes/No
8c.	Actual date of commissioning	
9.	Following documents are enclosed in support of meeting the stipulated Qualifying Requirements	
	(a) Relevant portion of Letter of Award/Contract Agreement/ Order enclosed	*Yes/No

Signature of authorized signatory.....

2.02.00 We/our sub-vendor (M/s.....) confirm that we meet the qualifying requirements specified in **Cl. No.6.0** of provenness requirements in the Sub-Section-IA, Part-A, Section-VI of Bidding Documents. In this regard we declare that the offered SG C&I DDCMIS is the same or of the same series which is operating successfully for BOP C&I application or SG C&I application or TG C&I application in at least one (1) unit of power station having unit rating of 200 MW or above for a period of not less than one (1) year and the offered SG C&I DDCMIS have been commissioned in at least one (1) unit of a power station having unit rating of 200 MW or above for SG C&I application the details of which are given below :

Sl.No.	Item Description	Plant No.1
1.	Name of Power Station (Location and Address), where the offered control system is operating successfully for a period of one (1) year for the following	
(a)	Name of the Owner of Power Station with full Address	
	Fax No. & Telephone No.	
(b)	Unit Rating (MW)	
(c)	Whether coal fired station	*Yes/No
(d)	The above power station includes the following controls of BOP C&I, SG C&I and TG C&I as follows :	
(i)	Whether the control system for BOP C&I includes the following:	*Yes/No
*	Modulating control for Steam Generator (SG)	
*	Modulating control for feed water/condensate cycle	
*	Binary control of the auxiliaries	

Signature of authorized signatory.....

- * for Steam Generator (SG)
Binary control of the auxiliaries
for Turbine Generator (TG)

Sl.No.	Item Description	Plant No.1
(ii)	SG C&I includes the following :	*Yes/No
*	Burner management system of coal fired units	
*	Boiler protection of coal fired units	
(iii)	TG C&I includes the following	*Yes/No
*	Steam Turbine Electro Hydraulic Control	
*	Turbine Protection System	
(e)	Actual date of commissioning	
(f)	Number of years of successful operation	
2.	Name of Power Station (Location and Address), where the offered control system has been commissioned.	
(a)	Name of client with full Address Fax No. & Telephone No.	
(b)	Unit Rating (MW)	
(c)	Whether coal fired station	*Yes/No
(d)	Whether the control system includes the following :-	
*	Burner Management System of coal fired units	*Yes/No
*	Boiler protection of coal fired units	*Yes/No
3.	(a) Name of the Control System offered for SG C&I DDCMIS	.....

Signature of authorized signatory.....

Sl.No.	Item Description	Plant No.1
(b)	Name of the Control system provided in above Reference Plant	
(i)	For reference at Sl. No.1 above	.....
(ii)	For reference at Sl. No.2 above	.....
(c)	Name of the Control System of reference at Sl. No. 1 and Sl. No.2 above is same as being offered for SG C&I DDCMIS	*Yes/No
(d)	Whether the Control System of reference at Sl. No. 1 and Sl. No. 2 above is of the same series as being offered for SG C&I DDCMIS	*Yes/No
(e)	Actual Date of Commissioning	
4.	Following documents are enclosed in support of meeting the stipulated provenness requirements for the reference plant	
(a)	Relevant portion of Letter of Award/Contract agreement/Order	*Yes/No
(b)	End user Certificate	*Yes/No
(c)	Sample of configuration diagram, Functional Grouping Diagram, Bill of Material etc.	*Yes/No

Signature of authorized signatory.....

3.00.00 **C&I Equipment/Systems (TG C&I DDCMIS)**

3.01.01 We/our sub-vendor (M/s.....) confirm that we meet the provenness requirements specified in **Cl. No. 6.0** of provenness requirements in the Sub-Section-IA, Part-A, Section-VI of the Bidding Documents. In this regard we declare that we have engineered, supplied and commissioned TG C&I part of Distributed Digital Control, Monitoring & Information system (DDCMIS) in at least one (1) unit of power station having rating of 200 MW or above, the details of which are given below:

Sl.No.	Item Description	Plant No.1
1.	Name of Power Station (Location and Address)	
2.	Name of the Owner of Power Station with full Address	
	Fax No.	
	Telephone No.	
	e-mail address	
3.	Name of Package/Contract along with Order/LOA No. & Date	
4.	Name & Address of the Contractor on whom the order for executing the reference plant system was placed by the Owner of the reference plant	
5.	In case the Bidder/sub-vendor is not the Contractor at Sl.No.4, Name & Address of the Organi- sation which placed order for reference plant system on the Bidder/Sub-vendor	
6.	Unit Rating (MW)	
7.	Control & Instrumentation Systems Distributed Digital, Control Monitoring & Information System (DDCMIS) / Distributed Control System (DCS)	

Signature of authorized signatory.....

Sl.No.	Item Description	Plant No.1
7a.	Scope of work included in the bidder's order	
	(a) Engineering	*Yes/No
	(b) Supply	*Yes/No
	(c) Commissioning	*Yes/No
7b.	Whether the control system includes	
	(a) Steam Turbine Electro Hydraulic Control	*Yes/No
	(b) Turbine Protection System	*Yes/No
7c.	Actual date of commissioning	
8.	Following documents are enclosed in support of meeting the stipulated Qualifying Requirements	
	(a) Relevant portion of Letter of Award/Contract Agreement/ Order enclosed	*Yes/No

Signature of authorized signatory.....

3.01.02 We/our sub-vendor (M/s.....) confirm that we meet the provenness requirements specified in **Cl. No.6.0** of provenness requirements in the Sub-Section-IA, Part-A, Section-VI of the Bidding Documents. In this regard we declare that we have engineered, supplied and commissioned BOP C&I part of Distributed Digital Control, Monitoring & Information System (DDCMIS) in at least one (1) unit of a power station having unit rating of 200 MW or above and we have associated/collaborated with M/s (Name of Associate/Collaborator) whose address is and who have engineered, supplied and commissioned TG C&I Distributed Digital Control, Monitoring & Information System (DDCMIS) in at least one (1) unit of power station having unit rating of 200 MW or above, the details of which are given below :

(a) Details of BOP C&I DDCMIS supplied by Bidder/Sub-vendor

SI No	Item Description	Plant No.1
1.	Name of Power Station (Location and Address)	
2.	Name of the Owner of Power Station with full Address Fax No. Telephone No. e-mail address	
3.	Name of Package/Contract along with Order/LOA No. & Date	
4.	Name & Address of the Contractor on whom the order for executing the reference plant system was placed by the Owner of the reference plant	
5.	In case the Bidder/Sub-vendor is not the Contractor at SI.No.4, Name & Address of the Organisation which placed order for reference plant system on the Bidder/Sub-vendor	
6.	Unit Rating (MW)	

Signature of authorized signatory.....

7.	Whether coal fired station	*Yes/No
Sl.No.	Item Description	Plant No.1
8.	Control & Instrumentation Systems Distributed Digital, Control Monitoring & Information System (DDCMIS) / Distributed Control System (DCS)	
8a.	Scope of work included in the bidder's order	
(a)	Engineering	*Yes/No
(b)	Supply	*Yes/No
(c)	Commissioning	*Yes/No
8b.	Whether the control system includes	
(a)	Modulating Control for Steam Generator (SG)	*Yes/No
(b)	Modulating Control for feed water / condensate cycle	*Yes/No
(c)	Binary control of the auxiliaries for Steam Generator (SG)	*Yes/No
(d)	Binary control of the auxiliaries for Turbine Generator (TG)	*Yes/No
8c.	Actual date of commissioning	
9.	Following documents are enclosed in support of meeting the stipulated Qualifying Requirements	
(a)	Relevant portion of Letter of Award/ Contract Agreement/ Order enclosed	*Yes/No
b)	Details of TG C&I DDCMIS supplied by Associate / Collaborator	

Signature of authorized signatory.....

Sl.No.	Item Description	Plant No.1
1.	Name of Power Station (Location and Address)	
2.	Name of the Owner of Power Station with full Address	
	Fax No.	
	Telephone No.	
	e-mail address	
3.	Name of Package/Contract along with Order/LOA No. & Date	
4.	Name & Address of the Contractor on whom the order for executing the reference plant system was placed by the Owner of the reference plant	
5.	In case the Bidder/Sub-vendor is not the Contractor at Sl.No.4, Name & Address of the Organisation which placed order for reference plant system on the Bidder/Sub-vendor	
6.	Unit Rating (MW)	
7.	Control & Instrumentation Systems Distributed Digital, Control Monitoring & Information System (DDCMIS) / Distributed Control System (DCS)	
7a.	Scope of work included in the bidder's order	
	(a) Engineering	*Yes/No
	(b) Supply	*Yes/No
	(c) Commissioning	*Yes/No

Signature of authorized signatory.....

Sl.No.	Item Description	Plant No.1
7b.	Whether the control system includes	
(a)	Steam Turbine Electro Hydraulic Control	*Yes/No
(b)	Turbine Protection System	*Yes/No
7c.	Actual date of commissioning	
8.	Following documents are enclosed in support of meeting the stipulated Qualifying Requirements	
(a)	Relevant portion of Letter of Award/Contract Agreement/ Order enclosed	*Yes/No
(b)	Details of his Associate for TG C&I DDCMIS	

Signature of authorized signatory.....

3.02.00 We/our sub-vendor confirm that we meet the provenness requirements specified in **Cl. No.6.00** of provenness requirements in the Sub-Section-A, Part-A, Section-VI of Bidding Documents. In this regard we declare that the offered TG C&I DDCMIS is operating successfully for BOP C&I application or SG C&I application or TG C&I application in at least one (1) unit of power station having unit rating of 200 MW or above for a period of not less than one (1) year and the offered TG C&I DDCMIS have been commissioned in at least one (1) unit of power station having unit rating of 200 MW or above for TG C&I application, the details of which are given below :

Sl.No.	Item Description	Plant No.1
1.	Name of Power Station (Location and Address), where the offered control system is operating successfully for a period of one (1) year for the following	
	(a) Name of the Owner of Power Station with full Address	
	Fax No. & Telephone No.	
	(b) Unit Rating (MW)	
	(c) Whether coal fired station	*Yes/No
	(d) The above power station includes the following controls of BOP C&I, SG C&I and TG C&I as follows :	
	(i) Whether the control system for BOP C&I includes the following:	*Yes/No
	* Modulating control for Steam Generator (SG)	
	* Modulating control for feed water/condensate cycle	
	* Binary control of the auxiliaries for Steam Generator (SG)	
	* Binary control of the auxiliaries for Turbine Generator (TG)	

Signature of authorized signatory.....

Sl.No.	Item Description	Plant No.1
(ii)	SG C&I includes the following :	*Yes/No
*	Burner management system of coal fired units	
*	Boiler protection of coal fired units	
(iii)	TG C&I includes the following	*Yes/No
*	Steam Turbine Electro Hydraulic Control	
*	Turbine Protection System	
(e)	Actual date of commissioning	
(f)	Number of years of successful operation	
2.	Name of Power Station (Location and Address), where the offered control system has been commissioned	
(a)	Name of client with full Address Fax No. & Telephone No.	
(b)	Unit Rating (MW)	
(c)	Whether coal fired station	*Yes/No
(d)	Whether the control system includes the following :-	
*	Steam Turbine Electro Hydraulic Control	*Yes/No
*	Turbine Protection System	*Yes/No
3.	(a) Name of the Control System offered for TG C&I DDCMIS	.....

Signature of authorized signatory.....

Sl.No.	Item Description	Plant No.1
(b)	Name of the Control system provided in above Reference Plant	
(i)	For reference at S.No.1 above	.....
(ii)	For reference at Sl.No.2 above	.....
(c)	Name of the Control System of reference at S.No. 1 and Sl.No.2 above is same as being offered for TG C&I DDCMIS	*Yes/No
(d)	Whether the Control System of reference at Sl.No. 1 and Sl.No.2 above is of the same series as being offered for TG C&I DDCMIS	*Yes/No
(e)	Actual Date of Commissioning	
4.	Following documents are enclosed in support of meeting the stipulated provemmess requirements for the reference plant	
(a)	Relevant portion of Letter of Award/Contract agreement/Order	*Yes/No
(b)	End user Certificate	*Yes/No
(c)	Sample of configuration diagram, Functional Grouping Diagram, Bill of Material etc.	*Yes/No

Signature of authorized signatory.....

4.00.00 C&I EQUIPMENT/SYSTEMS (ENGINEERING OF CONTROL & INSTRUMENTATION SYSTEM)

4.01.00 We/our sub-vendor (M/s.....) confirm that we meet the qualifying requirements specified in **Cl. No.6.0** of provenness requirements in the Sub-Section-IA, Part-A, Section-VI of Bidding Documents. In this regard we declare that we have carried out Engineering of Control and Instrumentation System of the complete plant including offsite plants of at least one (1) unit of a coal fired power station having unit rating 200 MW or above, the details of which are given below:

[In case the Bidder does not have the engineering experience of the complete plant as described above, then the Bidder shall get the Control and Instrumentation engineering of the remaining plant area (s) done through any of its sub vendor(s) / supplier(s) or through Engineering firm(s) who meets the above requirement for the respective plant area(s) and all the following details are to be filled separately for respective sub vendor(s) / supplier(s) / Engineering firm(s).]

Sl.No.	Item Description	Plant No.1
1.	Name of Power Station (Location and Address)	
2.	Name of the Owner of Power Station with full Address Fax No. Telephone No. e-mail address	
3.	Name of Package/Contract along with Order/LOA No. & Date	
4.	Name & Address of the Contractor on whom the order for executing the reference plant system was placed by the Owner of the reference plant	
5.	In case the Bidder/our sub-vendor is not the Contractor at Sl.No.4, Name & Address of the Organisation which placed order for reference plant system on the Bidder	

Signature of authorized signatory.....

Sl.No.	Item Description	Plant No.1
6.	Unit Rating (MW)	
7.	Whether coal fired station	*Yes/No
8.	Engineering of control and Instrumentation system	
8a.	Scope of work included in the bidder's order	
	(a) Engineering of main plant	*Yes/No
	(b) Engineering of offsite plant	*Yes/No
8b.	whether the Engineering includes	
	(a) Preparation of basic logic / loop diagrams (not just the implementations), I/O List, Drive list, Instrument list etc for each of the plant areas of the complete plant including offsite systems based upon Flow schemes / Write ups by the OEM(s)	*Yes/No
	(b) Engineering of power supply system for DDCMIS, Process connection and piping, SWAS, Control Valves.	*Yes/No
	(c) Instrumentation, cable engineering including preparation of Interconnection Cable Diagram, Cable schedule etc.	*Yes/No
8c.	Actual date of commissioning	
8d.	Numbers of years of successful operation	
9.	Following documents are enclosed in support of meeting the stipulated Qualifying Requirements	
	(a) Relevant portion of Letter of	*Yes/No

Signature of authorized signatory.....

Award/Contract Agreement/
Order enclosed

Sl.No.	Item Description	Plant No.1
5.00.00	INSTRUMENTS (PRIMARY & SECONDARY)	
	(i) Type of Instrument	
	(ii) Make / Model	
	(iii) Name of Power Station (Location & Address)	
	(iv) Unit Size (MW)	
	(v) Commissioning date	
	Whether above instruments have atleast one (1) year satisfactory operation in one (1) power station having unit rating of 200 MW or above.	Yes/No
	(vi) Client's certificate attached	Yes/No
5.01.00	SWAS EQUIPMENT	
	(i) Make / Model	
	(ii) Name of Power Station (Location & Address)	
	(iii) Unit Size (MW)	
	(iv) Commissioning date	
	(v) Whether above SWAS equipment have atleast one (1) year satis- factory operation in one (1) power station having unit rating of 200 MW or above	Yes/No
	(vi) Client's certificate Attached	Yes/No

Signature of authorized signatory.....

Sl.No.	Item Description	Plant No.1
6.00.00	24 V DC MODULAR CHARGER	
(i)	Make/Model	
(ii)	Client Name & Address	
(iii)	Name of Industry (Power Gen Station/Telecommunication/Others)	
(iv)	Rating in Amps	
(v)	Commission Date	
(vi)	Whether above system have atleast one (1) year satisfactory operation in any industry or telecommunication application with a rating of 500A or above	Yes/No
(vii)	Client's certificate Attached	Yes/No
7.00.00	UPS SYSTEM	
(i)	Make/Model	
(ii)	Name of Power Station (Location & Address)	
(iii)	Rating of UPS (phase, kVA)	
(iv)	Commission Date	
(v)	Whether above UPS have atleast one (1) year satisfactory operation in one (1) power station for a rating of Single Phase 105 KVA or above	Yes/No
(vi)	Client's certificate Attached	Yes/No

Signature of authorized signatory.....

Sl.No.	Item Description	Plant No.1
8.00.00	CCTV SYSTEM	
(i)	Make/Model/Version of camera & video management software	
(ii)	Client Name & Address	
(iii)	Name of Industry (Power plant, cement plant, petroleum refinery, steel plant, coal mine)	
(iv)	Number of cameras	
(v)	Whether above offered combination of camera & video management software for CCTV have atleast one (1) year satisfactory operation in large industrial set up viz power plant, cement plant, petroleum refinery steel plant, coal mine having minimum installation of total forty (40) nos. cameras	Yes/No
(vi)	Client's certificate Attached	Yes/No

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
BY BOP C&I DDCMIS SUPPLIER ALONGWITH SG C&I AND / OR
TG C&I DDCMIS SUPPLIER
AS PER CLAUSE 6.1 OF SUB-SECTION-IA, PART-A, SECTION-VI**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY CONTRACTOR, *HIS *SUB-VENDOR FOR BOP C&I DDCMIS MEETING THE REQUIREMENTS SPECIFIED AT CLAUSE NO. 6.1 OF SUB-SECTION-IA, PART-A, SECTION-VI ALONGWITH THE COLLABORATOR/ASSOCIATE (SG C&I AND / OR TG C&I DDCMIS SUPPLIER AS PER CLAUSE 6.1 OF SUB-SECTION-IA, PART-A, SECTION-VI) FOR SUCCESSFUL PERFORMANCE OF COMPLETE DDCMIS, IN WHICH THE COLLABORATOR/ASSOCIATE AND THE BIDDER/CONTRACTOR AND ITS SUB-VENDOR (IF APPLICABLE) ARE JOINTLY AND SEVERALLY LIABLE TO THE EMPLOYER TO PERFORM ALL THE CONTRACTUAL OBLIGATIONS INCLUDING THE TECHNICAL GUARANTEES FOR COMPLETE DDCMIS

The DEED OF UNDERTAKING executed this.....day ofTwo thousandby M/s.....a Company incorporated under.....having its Registered Office at(hereinafter called the "Contractor", which expression shall include its successors, administrators, executors and permitted assigns) AND

*M/sa Company incorporated underhaving its Registered Office at(hereinafter called the "Sub-Vendor for BOP C&I DDCMIS", which expression shall include its successors, administrators, executors and permitted assigns) AND

*M/sa Company incorporated underhaving its Registered Office at(hereinafter called the "Collaborator/Associate for SG C&I DDCMIS", 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 "Collaborator/Associate for TG C&I DDCMIS", 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

Signature of authorized signatory.....

guarantee tests for the EPC Package for Patratu Super Thermal Power Station Expansion Phase-I (3x800MW) (hereinafter referred to as "Plant") vide its Bidding Document No. CS-9585-001-2 , which interalia include C&I equipments/systems (DDCMIS etc.)

AND WHEREAS vide Para 2 of clause 6.1 of Sub-Section-IA, Part-A, Section-VI of bidding documents, it has been specified that bidder/contractor/*sub-vendor who fully meets the required experience for BOP C&I DDCMIS specified in Para 1 of clause 6.1 of Sub-Section-IA, Part-A, Section-VI of bidding documents, may also supply SG C&I and/or TG C&I DDCMIS provided he collaborates/Associates with DDCMIS/DCS Manufacturer(s) who fully meets the requirements specified at Para 1 of clause 6.1 of Sub-Section-IA, Part-A, Section-VI of bidding documents for SG C&I and/or TG C&I DDCMIS respectively

WHEREAS M/s (Contractor) has submitted its proposal in response to the aforesaid Invitation for Bid by the Employer bearing No. dated for the EPC Package for Patratu Super Thermal Power Station Expansion Phase-I (3x800MW) against the Employer's Bidding Documents.

AND WHEREAS M/s.....(*Contractor/*his sub-vendor) meet the requirements specified at clause no. 6.1 of Sub-Section-IA, Part-A, Section-VI for BOP C&I,*SG C&I,*TG C&I DDCMIS and desires to Associate/Collaborate with DDCMIS/DCS manufacturer(s) i.e. *M/s..... (hereinafter referred to as Collaborator/Associate) who is a manufacturer of SG C&I DDCMIS and/or with *M/s (hereinafter referred to as Collaborator/Associate) who is a manufacturer of TG C&I DDCMIS who meets the requirements as specified in clause no. 6.1 of Sub-Section-IA, Part-A, Section-VI. The Contractor* and *his Sub-Vendor and the Collaborator(s)/Associate(s) are required to jointly execute and furnish at the time of placement of order on approved sub-vendor, an irrevocable Deed of Joint Undertaking and be jointly and severally liable / responsible and bound unto the Employer for successful performance of the DDCMIS and be jointly and severally liable to perform all contractual obligations for the DDCMIS for Patratu Super Thermal Power Station 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 (hereinafter called the "Contract").

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER :

1. We the Associate(s)/Collaborator(s) and the Contractor *and *his Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of the complete DDCMIS and all the contractual obligations including the technical guarantees for the complete DDCMIS.
2. In case of any breach of the Contract committed by the Contractor *and *his Sub-Vendor, we the Associate(s)/Collaborator(s) do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the DDCMIS and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's/*Sub-vendor'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 DDCMIS, we the Associate(s)/Collaborator(s) and Contractor *and *his Sub-Vendor 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

Signature of authorized signatory.....

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 Contractor/ *his Sub-Vendor before proceeding against the Associate(s)/Collaborator(s) nor any extension of time or any relaxation given by the Employer to the Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Contractor/*Sub-vendor and / or Associate / Collaborator.

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 Associate(s)/Collaborator(s) shall be fully responsible for complete design, manufacture, supply, installation so as to ensure satisfactory, reliable, safe and trouble free performance of DDCMIS.

Further, the Associate(s)/Collaborator(s) shall depute their technical experts from time to time to the Contractor's/his sub-vendor's /Employer's project site as required by the Employer and agreed to by Contractor *and *his Sub-Vendor/Collaborator/Associate to facilitate the successful performance of the DDCMIS as stipulated in the aforesaid Contract.

Further, the Associate(s)/Collaborator(s) shall ensure proper design, manufacture, installation, testing and successful performance of the DDCMIS under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Associate(s)/Collaborator(s) shall advise the Contractor/ *his Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (b) In the event the Associate(s)/Collaborator(s) and the Contractor *and *his Sub-Vendor fail to demonstrate that the DDCMIS meets the guaranteed parameters and demonstration parameters as specified in the contract, the Associate(s)/Collaborator(s) and the Contractor and *and *his Sub-Vendor 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 DDCMIS 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 *his Sub-Vendor and Associate(s)/Collaborator(s).

4. We, the Contractor *and *his Sub-Vendor and the Associate(s)/Collaborator(s) 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

Signature of authorized signatory.....

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 Contractor *and *his Sub-Vendor and Associate(s)/Collaborator(s) 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 furnished by the Contractor, the Associate(s)/Collaborator(s) *and *Contractor's Sub-Vendor (if applicable) 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 45 Million (Indian Rupees Forty Five 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 Associate(s)/Collaborator(s) and the Contractor *and *his Sub-Vendor 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, the Associate(s)/Collaborator(s) and the Contractor *and *his Sub-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.

For M/s
(Bidder / Contractor)

Witness :

1.
(Signatures)

.....
(Signature of the authorised

Signature of authorized signatory.....

representative)

.....
(Name & Official Address)

Name :

Designation :

Common Seal of the Company
.....

For M/s.....
(*Contractor's Sub-vendor)

Witness :

1.
(Signatures)

.....
(Name & Official Address)

.....
(Signature of the authorised
representative)
Name :

Designation :

Common Seal of the Company
.....

For M/s
(Associate/Collaborator)

Witness :

1.
(Signatures)

.....
(Name & Official Address)

.....
(Signature of the authorised
representative)

Name :

Designation :

Common Seal of the Company
.....

For M/s
(Associate/Collaborator)

Witness :

1.
(Signatures)

.....
(Signature of the authorised
representative)

Signature of authorized signatory.....

.....
(Name & Official Address)

Name :

Designation :.....

Common Seal of the Company

.....

Note: Power of Attorney of the person signing on behalf of Associate/Collaborator and Contractor and its Sub-Vendor (if applicable) is to be furnished by Bidder.

***Contractor shall strike out, whichever is not applicable.**

Signature of authorized signatory.....

**EPC PACKAGE FOR
PATRATU SUPER THERMAL POWER STATION (3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2
(Details pertaining to technical qualification of the Sub-Vendor)**

Bidder's Name and Address :

To
Contract Services (II),
NTPC Limited.

Sub : Provenness Criteria for Civil Works

- (I) We declare that we/our Sub-vendor's/ Agency(ies) meet the Provenness Criteria stipulated at Clause No. 7 of Part-A, Sub-Section-IA of Section-VI of our own*/jointly with our Sub-Vendors as indicated below:

Ref. of QR	Clause 7.1	Clause 7.3
Whether Bidder meets the requirement	* Yes/No	* Yes/No
** Whether Sub-vendor/Civil Construction Agency M/s..... meets part of the requirement	* Yes/No	* Yes/No
** Whether Sub-vendor/Civil Construction Agency M/s..... meets part of the requirement	* Yes/No	* Yes/No
** Whether Sub-vendor/Civil Construction Agency M/s..... meets part of the requirement	* Yes/No	* Yes/No

* Strike off whichever is not applicable.
** Add more agencies if proposed.

Signature of authorized signatory.....

Sub :Provenness Requirements for the Civil Works Design and Detail Engineering

(II) We declare that we/our Sub-vendor's/ Agency(ies) meet the Criteria stipulated at Clause No. 7.7 of Part-A, Sub-Section-IA of Section-VI of our own*/jointly with our Sub-Vendors as indicated below:

S.No.	Ref. of QR	Clause 7.4
1	Whether Bidder meets the requirement	* Yes/No
2	** Whether Consulting agency M/s..... meets part of the requirement	* Yes/No
3	** Whether Consulting agency M/s..... meets part of the requirement	* Yes/No
4	** Whether Consulting agency M/s..... meets part of the requirement	* Yes/No
5	** Whether Consulting agency M/s..... meets part of the requirement	* Yes/No

* Strike off whichever is not applicable.

** Add more agencies if proposed.

Signature of authorized signatory.....

- (II) In order to satisfy the Qualifying Requirements stipulated at Clause No. 7.1 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed **Earth Work in filling** coal based /lignite based including cutting in hard rock for a thermal power plant of 500MW or higher capacity, as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works		Actually executed earth work quantity** for the reference contract	Asking rate of earth work for this contract	Remarks
				As per Contract	Actual			
						Cu.m/year	Cu.m/year	
1	2	3	4	5	6	7	8	9

- Note : i) Certificate from client(s) i.e. M/s regarding the quantum of Earth work in filling work executed during the one year period in the above contracts is enclosed at Annexure
- ii) One Year means any continuous 12 months period within entire contract period.

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

(III) In order to satisfy the Qualifying Requirements stipulated at Clause No. 7.1 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed **Piling** works for a thermal power plant of 500MW or higher capacity, as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works		Actually executed piling quantity ** for the reference contract	Asking rate of piling for this contract		Remarks	
				As per Contract	Actual		Dia (mm)	(RM / year)		
1	2	3	4	5	6	7	8	9	10	11

Note : i) Certificate from client(s) i.e. M/s regarding the quantum of piling work executed during the one year period in the above contracts is enclosed at Annexure
ii) One Year means any continuous 12 months period within entire contract period.

***Strike out whichever is not applicable.**

** Installation of pile using rotary hydraulic rigs.

Signature of authorized signatory.....

(IV) In order to satisfy the Qualifying Requirements stipulated at Clause No. 7.1 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed structural steel fabrication & erection works related to **Main Power House Buildings** for a thermal power plant of 500MW or higher capacity, as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works		Actually executed fabrication** for the reference contract (MT/year)	Asking rate of fabrication for this contract (MT/year)	Remarks
				As per Contract	Actual			
1	2	3	4	5	6	7	8	9

Signature of authorized signatory.....

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works ----- As per Contract	Actual	Actually executed erection for the reference contract (MT/year)	Asking rate of erection for this contract (MT/year)	Remarks
1	2	3	4	5	6	7	8	9

Note : i) Certificate from client(s) i.e. M/s regarding the quantum of structural steel fabrication & erection work executed during the one year period in the above contracts is enclosed at Annexure

ii) One Year means any continuous 12 months period within entire contract period.

iii) Main Power House Buildings consist of Main Power House and Mill & Bunker Building.

*Strike out whichever is not applicable.

Signature of authorized signatory.....

** Fabrication can be at shop / factory or site.

- (V) In order to satisfy the Qualifying Requirements stipulated at Clause No. 7.1 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed RCC works related to **Main Power House Buildings** for a thermal power plant of 500MW or higher capacity, as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works		Actually executed RCC for the reference contract (Cu.m / year)	Asking rate of RCC for this contract (Cum/year)	Remarks		
				As per Contract	Actual					
				start	Finish	Start	Finish			
1	2	3	4	5	6	7	8	9	10	11

- Note : i) Certificate from client(s) i.e. M/s regarding the quantum of RCC work related to Main Power House Buildings executed during the one year period in the above contracts is enclosed at Annexure
 ii) One Year means any continuous 12 months period within entire contract period.
 iii) Main Power House Buildings consist of Main Power House and Mill & Bunker Building.

***Strike out whichever is not applicable**

Signature of authorized signatory.....

- (VI) In order to satisfy the Qualifying Requirements stipulated at Clause No. 7.1 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed RCC works related to **Turbo Generator Foundation** for a thermal power plant of 500MW or higher capacity, as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works		Date of completion of works		Actually executed RCC for the reference contract (Cu.m / year)	Asking rate of RCC for this contract (Cum/year)	Remarks
				As per Contract	Actual	Start	Finish			
				start	Finish					
1	2	3	4	5	6	7	8	9	10	11

- Note : i) Certificate from client(s) i.e. M/s regarding the quantum of RCC work executed for TG foundation during the one year period in the above contracts is enclosed at Annexure
 ii) One Year means any continuous 12 months period within entire contract period.
 iii) Turbo Generator Foundation can be with Vibration Isolation System (VIS) or without VIS.

*Strike out whichever is not applicable.

Signature of authorized signatory.....

(VII) In order to satisfy the Qualifying Requirements stipulated at Clause No. 7.1 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed civil and structural works related to **Coal Handling Plant** for a thermal power plant of 500MW or higher capacity, as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works		Actually executed work for the reference contract		Asking rate of work for this contract		Remarks		
				As per Contract	Actual	RCC (cu.m/ Yr.)	Fab. (MT/ Yr.)	Erection (MT/ Yr.)	RCC (cu.m/ Yr.)		Fab. (MT/ Yr.)	Erection (MT/ Yr.)
1	2	3	4	5	6	7	8	9	10	11	12	13

Note : i) Certificate from client(s) i.e. M/s. regarding the quantum of civil & structural steel work related to Coal Handling plant executed during the one year period in the above contracts is enclosed at Annexure
ii) One Year means any continuous 12 months period within entire contract period.

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

(VIII) In order to satisfy the Qualifying Requirements stipulated at Clause No. 7.1 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed civil and structural works related to **Ash Handling Plant**, for a thermal power plant of 500MW or higher capacity, as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works		Actually executed of work for the reference contract	Asking rate of work for this contract		Remarks			
				As per contract	Actual		RCC (Cu. m/Yr)	Fab. Erection (MT/ Year)				
1	2	3	4	5	6	7	8	9	10	11	12	13

Note : i) Certificate from client(s) i.e M/s regarding the quantum of civil & structural steel work related to Ash Handling Plant executed during the one year period in the above contracts is enclosed at Annexure

ii) One Year means any continuous 12 months period within entire contract period

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

(XI) In order to satisfy the Qualifying Requirements stipulated at Clause No. 7.1 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed civil and structural works related to **DM/PT plant** for a thermal power plant of 500MW or higher capacity, as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works	Actual RCC for theof RCC for reference contract (Cu.m./Year)	Actually executed reference contract (Cu.m./Year)	Asking rate this contract (Cu.m./year)	Remarks
1	2	3	4	5	6	7	8	9

Note : i) Certificate from client(s) i.e. M/s regarding the quantum of civil work related to DM/PT Plant executed during the one year period in the above contracts is enclosed at Annexure
ii) One Year means any continuous 12 months period within entire contract period the above single contracts is enclosed at Annexure

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

- (X) In order to satisfy the Qualifying Requirements stipulated at Clause No. 7.3 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed civil and structural works related to RCC Chimney shell for a thermal power plant of 500MW or higher capacity, as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works (Shell / Flue Liner)		Height of RCC Shell (m)	Whether own Slip from equipment	Remarks		
				As per Contract	Actual					
				Contract						
					Start	Finish				
				start	Finish					
1	2	3	4	5	6	7	8	9	10	11

Note : i) Certificate from client(s) i.e. M/s regarding civil / structural steel work related to RCC Chimney executed in the above contracts is enclosed at Annexure

*Strike out whichever is not applicable.

Signature of authorized signatory.....

(XI) In order to satisfy the Qualifying Requirements stipulated at Clause No. 7.1 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed **Railway Siding Works** for thermal power plant as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works		Remarks
				As per Contract	Actual	
1	2	3	4	5	6	7

Note : The agency engaged for railway siding work should be Indian Railway approved agency

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

(XII) In order to satisfy the Qualifying Requirements stipulated at Clause No. 7.7 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have carried out the design and detail engineering of **Main Plant Building, Turbo Generator Foundation** (with or without VIS as offered by bidder), **Coal Handling Plant, Ash Handling Plant**, for a coal based/lignite based power plant of 500MW or higher capacity, reinforce concrete **Chimney with steel flues** (minimum 200m height), as per details given below :

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion Scope of of Design/Engg		Remarks works
				As per Contract	Actual	
1	2	3	4	5	6	7 8

Note : i) Certificate from client(s) i.e. M/s regarding the Completion of design & detailed engineering of civil & structural works of a coal based/lignite based power plant of 500MW or higher capacity is enclosed at Annexure
ii) Certificate from client(s) i.e. M/s regarding the Completion of design & detailed engineering of reinforced concrete chimney with steel flues (minimum 200m height) is enclosed at Annexure

* **Strike out whichever is not applicable.**

Signature of authorized signatory.....

**EPC PACKAGE FOR
PATRATU SUPER THERMAL POWER STATION (3X800 MW)
BIDDING DOCUMENT NO. CS-9585-001-2
(Details pertaining to technical qualification of the Sub-Vendor)**

Bidder's Name and Address:

To
Contract Services (II),
NTPC Limited.

Sub : Provenness Criteria for Township Works

- (I) We declare that we/our Sub-vendor's/ Agency(ies) meet the Provenness Criteria stipulated at Clause No. 8 of Part-A, Sub-Section-IA of Section-VI of our own*jointly with our Sub-Vendors as indicated below:

Ref. of QR	Clause 8.1	Clause 8.2	Clause 8.3	Clause 8.4
Whether Bidder meets the requirement	* Yes/No	* Yes/No	* Yes/No	* Yes/No
** Whether Sub-vendor/Civil Construction Agency M/s..... meets part of the requirement	* Yes/No	* Yes/No	* Yes/No	* Yes/No
** Whether Sub-vendor/Design Agency M/s..... meets part of the requirement	* Yes/No	* Yes/No	* Yes/No	* Yes/No
** Whether Sub-vendor/GrihaCertification(3 star) M/s..... meets part of the requirement	* Yes/No	* Yes/No	* Yes/No	* Yes/No
** Whether Sub-vendor/STP(600 Cum/day) M/s..... meets part of the requirement	* Yes/No	* Yes/No	* Yes/No	* Yes/No

Signature of authorized signatory.....

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

**** Add more agencies if proposed.**

(II) In order to satisfy the Qualifying Requirements stipulated at Clause No. 8.1 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed works comprising RCC framed Residential/ Non Residential building(s), including civil, finishing, electrical, plumbing and sanitary works

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works	Actually executed built up area** for the reference contract	Asking rate of built up area for this contract	Remarks	
				As per Contract				
				Actual				
						Cu.m/year		
					Cu.m/year			
1	2	3	4	5	6	7	8	9

Note : i) Certificate from client(s) i.e. M/s regarding the quantum of built up area executed in the above contracts is enclosed at Annexure

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

(III) In order to satisfy the Qualifying Requirements stipulated at Clause No. 8.2 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have designed a multistorey building with RCC frame of 5 or more storeys with built up area of at least 6000 Sqm.

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works		Actually designed built up area ** for the reference contract	Asking rate of design for this contract		Remarks	
				As per Contract	Actual		Dia (mm)	(RM / year)		
1	2	3	4	5	6	7	8	9	10	11

Note : i) Certificate from client(s) i.e. M/s. regarding the quantum of design work executed in the above contracts is enclosed at Annexure

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

- (IV) In order to satisfy the Qualifying Requirements stipulated at Clause No. 8.3 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have experience of design and detailed engineering for rain water harvesting, Griha compliance and Landscaping works

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of	Date of completion of works	Actually experience for Rain water harvesting, Landscaping, and Griha Compliance.** for the reference contract (MT/year)	Asking rate for this contract (MT/year)	Remarks	
1	2	3	4	5	6	7	8	9
			Award of Contract	As per Contract	Actual			

Note : i) Certificate from client(s) i.e. M/s regarding the experience of design and detailed engineering for Rain water harvesting, Landscaping and Griha Compliance in the above contracts is enclosed at Annexure

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

(V) In order to satisfy the Qualifying Requirements stipulated at Clause No. 8.4 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have designed, executed and commissioned STP of capacity 600 cum/day works related, as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works		Actually executed STP for the reference contract		Asking rate of STP for this contract (Cum/year)	Remarks	
				As per Contract	Actual					
						Start	Finish			
				start	Finish					
1	2	3	4	5	6	7	8	9	10	11

Note : i) Certificate from client(s) i.e. M/s regarding the quantum of STP work is enclosed at Annexure

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

Letter head of CA/ Statutory auditor / Cost auditor

Ref:

Date:

To,

Bharat Heavy Electricals Limited

PEM, PPEI Building, Plot No 25,

Sector -16A, Noida (U.P)-201301

Subject: - Certification regarding local content

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items of(package name).....for.....(Project Name/Rate Contract).....offered by M/s(bidder's name)..... having its registered works at has local content of%.

Further, M/s(bidder's name)..... meets the requirement of minimum local content in line with clause no..... of NIT no..... dated..... and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018 & 29.05.2019.

Thanking You.

For (CA/Cost Firm Name with FRN & Seal)

Chartered/Cost Accountants

(name of Member)

(Membership no.)

(UDIN no.)