

PRE—QUALIFICATION REQUIREMENTS

	POWER SECTOR-PEM NOIDA TECHNICAL PRE-QUALIFICATION REQUIREMENTS KARIMNAGAR TELANGANA SUPER THERMAL POWER PROJECT PHASE I-(2 X 800 MW) SG PACKAGE	PACKAGE: MILL REJECT SYSTEM (PNEUMATIC TYPE)
		DEPARTMENT : MECHANICAL AUXILIARY
		REVISION : 00
		DATE : 14-06-2017
		PAGE : 1 of 2

2.2.1 (a) Mill reject handling system shall be offered by the Bidder who has previous experience of manufacturing and supplying pneumatic type coal mill rejects handling systems of capacity 5 MTPH or higher which are in successful operation in at least one (1) plant for a period not less than one (1) year prior to 15-04-2015.

2.2.2 In case the Bidder is not a manufacturer of proven equipments as per clause 2.2.1 (a) above, but is a manufacturer of pneumatic conveying systems and has manufactured and supplied pressure type pneumatic conveying systems 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 prior to 15-04-2015, the Bidder shall have to necessarily manufacture such equipments (sub items in their Works in India) for mill rejects handling and has valid collaboration or licensing agreement for design, engineering, manufacture, and supply of such equipment's in India with a manufacturer who meets the requirements of clause 2.2.1 (a) above.

In such a case, the Bidder shall be required to furnish a Deed of Joint Undertaking (DJU) jointly executed by BHEL, bidder and its Collaborator/ Associate and each executant of DJU shall be jointly and severally liable to the Employer for successful performance of the system, as per the format enclosed with the PQR. The Deed of Joint Undertaking (DJU) should be submitted at the time of placement of order on approved bidder. In such a case, the Collaborator/ Associate shall be required to furnish an on demand bank guarantee for INR 1.6 Million (Rupees One Million and six hundred thousand) at the time of placement of order.

2.2.3 JV Company / Subsidiary Company formed by one of the promoters of the Indian JV/Subsidiary Company formed for manufacturing of steam generator sets, can also manufacture Mill Reject Handling System for 800 MW supercritical units provided one of its promoters meets the requirements of clause 2.2.1 (a) above. However, in such a case, the JV Company/ Subsidiary Company formed should have collaboration or valid licensing agreement for design, engineering, manufacturing of Mill Reject Handling System in India, with the JV promoter who meets the requirements stipulated at clause 2.2.1 (a) above.

In such a case, the Bidder shall be required to furnish a Deed of Joint Undertaking (DJU) jointly executed by the Bidder and the Collaborator/ Associate and each executant of DJU shall be jointly and severally liable to the Employer for successful performance of the system, as per the format enclosed with the PQR. The Deed of Joint Undertaking (DJU) should be submitted at the time of placement of order on approved bidder. In such a case, the Collaborator/ Associate shall be required to furnish an on demand bank guarantee for INR 1.6 Million (Rupees One Million and six hundred thousand) at the time of placement of order.

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NOTES

1. Supplier to submit copy of performance certificate (in English) issued by End user along with copy of related purchase order.
2. Bidder shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/purchase order.
3. In case documents submitted for meeting PQR are in language other than English, notarized English translation shall also be submitted.
4. Signed and stamped copy of the **format** of Deed of Joint Undertaking (if applicable) shall be submitted along with the bid as a token of acceptance of same.
5. At the time of placement of order , **duly filled** Deed of Joint Undertaking (DJU) and an on demand bank guarantee as stipulated in clause 2.2.2 & 2.2.3, (if applicable) shall be required to be submitted. The instruments such as Letter of Undertakings, Joint Deed of undertakings etc which are presently specified to be furnished on non-judicial stamp paper of appropriate/requisite value, shall be stamped as per Indian Stamp Act.
6. Notwithstanding anything stated above, BHEL/ NTPC reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract should the circumstances warrant such assessment in overall interest of BHEL/NTPC.
7. Final acceptance of the bidder is subject to approval from end customer.

**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 2.2.1(a)*2.2.1(b)* OF SUB-SECTION-IA, PART-I, SECTION-VI IN ACCORDANCE WITH CLAUSE 2.2.2*/2.2.3* 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 2.2.2/2.2.3*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 **Steam Generator Island Package for Telangana STPP, Phase-I (2x800MW)** (hereinafter referred to as "Plant") vide its Bidding Document No. CS-9591-101-2, 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 **Steam Generator Island Package for Telangana STPP, Phase-I (2x800MW)** against the employer's bidding documents no. CS-9591-101-2 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 2.2.2*/2.2.3* 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 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 prior to date of techno commercial bid opening. JV company /Subsidiary company formed for manufacture of mill reject handling system for 800 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 2.2.2*/2.2.3* of TECHNICAL SPECIFICATIONS (SECTION-VI, PART-A, SUB-SECTION-IA).

Signature of authorized signatory.....

(* Strike off whichever is not Applicable)

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.

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

Signature of authorized signatory.....

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 /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.

Signature of authorized signatory.....

1. WITNESS

For M/s
(Manufacturer)

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

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

Designation.....

Common Seal of the
Company.....

1. WITNESS

For M/s
(*sub vendor)

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

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

Designation.....

Common Seal of the
Company.....

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
(JV company/Subsidiary company)

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

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

Designation.....

Signature of authorized signatory.....

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.....

The following definition shall hold wrt to the Deed of Joint Undertaking (to be submitted at the time of placement of order.)

Manufacturer	= Collaborator/Associate who meets PQR requirement at sl no 2.2.1 (a)
Sub vendor	= Bidder who is manufacturer of pressure conveying system for other materials but not of Mill reject handling system equipment/s.
Bidder/Contractor	= BHEL