

EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR KAWAS GAS POWER STATION

Bidding Document No.: CS-2600-001-9

Amendment No. 02 to Forms & Procedures (FP), Section-VII

S. No.	Clause Reference	Amendment	
		Existing Provisions	Amended Provisions
1	Book 1 of 3 Attachment 3A1/2/3	Existing Attachments-3A1/2/3	Replace Attachments-3A1/2/3 with revised Attachments-3A1/2/3 enclosed herewith.
2	Book 3 of 3 Appendix-1 To Form of Contract Agreement	Clause 4 (Due dates of payment) of Payment Procedures of Appendix-1 (Rev.01) issued vide Amdt 1 to Section-VII dated 11.10.2019.	Replace existing Clause 4.0 (Due dates of payment) with the following: <i>4.1 The advance payment amount shall be payable after fulfillment of all the conditions laid down in the Terms of Payment (Appendix 1 to the Contract Agreement) and receipt of the Contractor's invoice alongwith all necessary supporting documents for such advance payment. Employer will make progressive payment as and when the payment is due as per the Terms of Payment set forth in Appendix 1 to the Contract Agreement. Progressive payment other than that under the letter of credit will become due and payable by the Project Manager within thirty (30) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer, provided the documents submitted are complete in all respects.</i> <i>4.2 In cases of any discrepancy observed by the Employer in Contractor's bill, clarifications shall be sought in writing by the Employer within ten (10) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer. The Contractor shall be required to submit the requisite clarifications within ten (10) days from the date of issuance of queries by the Employer. In case, no mutual agreement is reached between the Employer and the Contractor on any part of the bill/invoice, within ten (10) days of submission of clarification by the Contractor, the Contractor shall issue a revised bill/invoice to avoid mismatch in GST returns of the Employer and the Contractor. Payment against agreed and admissible part shall be processed as per payment procedure within ten (10) days after receipt of the revised bill/invoice. The bill/invoice for the balance amount under question may be separately submitted for consideration of the Employer after resolution of issues of payment by the Employer. In case of non-submission of satisfactory clarification by the Contractor within the stipulated period, NTPC shall not be liable for the delay in making payment. If the bill submitted by Contractor is incorrect and has gross discrepancies, the bill shall be summarily rejected and returned to the Contractor. In the event of dispute, the same shall be settled as per GCC Clause (Settlement of Disputes).</i>

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Bidding Document No.: CS-2600-001-9

Amendment No. 02 to Forms & Procedures (FP), Section-VII

S. No.	Clause Reference	Amendment	
		Existing Provisions	Amended Provisions
			4.3 <i>The Employer has established a Vendor Bill tracking.</i>
3	Book 3 of 3 Form 13 - Form of Deed of Joint Undertaking	Existing Form 13	Replace Form 13 with revised Forms 13A & 13B enclosed herewith.

EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) PROJECT
AT
KAWAS GAS POWER STATION

BIDDING DOCUMENT NO. CS-2600-001-9

(Qualification Data to be filled in by bidders who are
seeking qualification as per item No. 3.1.1.0 of Bid Data Sheets)

Bidder's Name & Address :

To,
Contract Services
NTPC Limited
Noida

- 1.0 We, M/s. {**Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM)**}, are seeking Qualification as per clause 3.1.1.0 as **Qualified Waste to Energy Plant Equipment Manufacturer** as per clause 3.1.1.0, Item No. 3.0 of BDS.
- 2.0 We confirm that we meet the qualifying requirements specified in Item No. 3.1.1.0 of Bid Data Sheets, Section-III of Bidding Documents. In this regard, we declare that we have designed, engineered, supplied, erected / supervised erection, commissioned / supervised commissioning of at least two (02) numbers of waste to energy plants employing Grate Combustion System and **Flue Gas Treatment System**, having rated **waste** incineration capacity of at least 300 metric tonnes per day **per stream** or higher, anywhere in the world. We further confirm that we have designed, engineered, manufactured/ got manufactured at least Grate Combustion System or **Waste Heat Recovery Steam Generator (WHRSG)** or both in two (2) reference waste to energy plants. Further, both the two (2) reference Waste to Energy Plants have been in successful operation for a period of not less than two (2) year prior to the date of techno-commercial bid opening, the details of which are given below.

S.No.	Description	Details	
		STN1	STN 2
(1)	(2)	(3)	(4)
1.	Name, address, e-mail, Tel. No. and Fax No. of the QWEPM		
2.	Name and Designation of the responsible person in QWEPM		
3.	Name of the reference stations and its location		
4.	Name of the client/owner with full address, phone, fax & e-mail		
5.	Rated waste incineration capacity of reference plant (Tonnes per day per stream)		

S.No.	Description	STN1	Details	STN 2
(1)	(2)	(3)		(4)
6.	Whether Bidder's scope of work for plant included			
	(i) Design	*Yes/*No		*Yes/*No
	(ii) Engineering	*Yes/*No		*Yes/*No
	(iii) Supply	*Yes/*No		*Yes/*No
	(iv) *Erection/ *Supervised Erection	*Yes/*No		*Yes/*No
	(v) *Commissioning/ *Supervised Commissioning	*Yes/*No		*Yes/*No
7.	Date of commissioning of Waste to Energy Plants			
	(a) date from which the system is in successful operation condition			
	(b) Duration of successful operation prior to the date of techno-commercial bid opening			
8.	Whether WTE Plant employed waste Grate Combustion system	*Yes/*No		*Yes/*No
9.	Whether WTE Plant employed Flue gas Treatment system	*Yes/*No		*Yes/*No
10.	Whether bidder's scope in WTE plant included Grate Combustion System	*Yes/*No		*Yes/*No
	Mention type as well			
11.	Whether Bidder's scope of work for system at sl. No. 10 included			
	(i) Design	*Yes/*No		*Yes/*No
	(ii) Engineering	*Yes/*No		*Yes/*No
	(iii) Manufactured/ got manufactured	*Yes/*No		*Yes/*No
12.	Whether bidder's scope in WTE plant included Waste Heat Recovery Steam Generator (WHRSG)	*Yes/*No		*Yes/*No
	Mention type as well			
13.	Whether Bidder's scope of work for system at sl. No. 12 included			
	(i) Design	*Yes/*No		*Yes/*No
	(ii) Engineering	*Yes/*No		*Yes/*No
	(iii) Manufactured/ got manufactured	*Yes/*No		*Yes/*No

S.No.	Description	Details	
		STN1	STN 2
(1)	(2)	(3)	(4)
14.	Following documents to be enclosed in support of meeting the QR as per the following categories defined above		
	(a) Waste to Energy plant details	Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any other document	
	(b) Scope of work	Letter of Award or Contract or P.O. or Contract Agreement	
	(c) Performance details	Certificate/letter/E-Mail from End user	

3.0 We further confirm that Type of Grate Combustion System or WHRSG or both, being offered for Kawas tender, is same as mentioned above at s. no. 10 and/or 12 above.

Date : (Designation)

Place : (Printed Name)

- Note : 1. Bidder may use similar format for furnishing, separately, qualification data for a maximum of three (3) set of reference plants, as per provisions of Clause no. 4.0 of Section- III (BDS).**
- 2 Whenever the term 'waste fired' is appearing above, "Waste" shall be deemed to include Municipal Solid Waste (MSW)/ Refused Derived Fuel (RDF).
 - 3 Refused Derived Fuel shall mean fuel derived from combustible waste fraction of solid waste like plastic, wood, pulp or organic waste in the form of fluff
 - 4 Wherever the term **"Flue Gas Treatment System"**, is appearing above, the same shall be deemed to include complete flue gas treatment system with De-NOx system, Lime system, activated carbon system, bag house, flue gas cooling, ducting etc.
 - 5 Wherever the term "per stream", is appearing above, the same shall mean a single block of Waste Heat Recovery Steam Generator.
 - 6 Wherever the term "Waste Heat Recovery Steam Generator" is appearing above, the same shall be deemed to include furnace and pressure parts as minimum.
 - 7 Copies of Order/Letter of Award/Client Certificate and Performance Certificate from the clients, etc. are to be enclosed clearly establishing the scope of work/ years of successful operation, etc. in support of meeting the Qualifying Requirements.

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

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) PROJECT
AT
KAWAS GAS POWER STATION**

BIDDING DOCUMENT NO. CS-2600-001-9

**(Qualification Data to be filled in by bidders who are
seeking qualification as per item No. 3.1.2.0 of Bid Data Sheets)**

Bidder's Name & Address :

To,
Contract Services
NTPC Limited
Noida

- 1.0 We (Bidder), an Indian Company registered in India under the Companies Act of India, confirm that we meet the qualifying requirements specified under BDS Item No. 3.1.2.1 of Qualifying Requirements stipulated in Bid Data Sheet, Section-III, of Bidding Documents. Certification of incorporation for bidder is enclosed at Annexure ____.
- 2.0 We confirm that we have executed at least one Engineering, Procurement, Construction (EPC) Contract OR Renovation & Modernisation (R&M) Contract of value not less than ₹ 100 Crores consisting of at least Steam Generator and Steam Turbine Generator Set in a thermal power plant which has been in successful operation for a period of not less than one (1) year prior to the date of techno-commercial bid opening.

Details of the above are given below:

S. No.	Description	Plant No. 1
1.	Name of client with full Address, Fax No., Telephone No. and e-mail address to whom Coal fired steam generator has been supplied	
2.	Name of Power Plant (Location and Address)	
3.	Name of Package / Contract along with Order/LOA No. & Date	
4.	Contract value	
5.	Nature of work	EPC / R&M
6.	Whether thermal power plant	*Yes/No
6a	Steam Generator included	*Yes/No
6b	Steam Turbine Generator included	*Yes/No
7a.	Scope of work included in the bidder's order	
(a)	Engineering	*Yes/No
(b)	Procurement	*Yes/No
(c)	Construction	*Yes/No
(d)	Renovation & Modernisation	*Yes/No

S. No.	Description	Plant No. 1
7b.	Actual date of commissioning	
7c.	No. of years in successful operation prior to the date of Techno-Commercial bid opening	
8.	Whether executed work through JV/ Consortium mode	*Yes/No
8a.	Whether executed work as LEAD PARTNER	*Yes/No
9.	Following documents are enclosed in support of meeting the stipulated Qualifying Requirements:	
a)	Letter of Award/ Contract Agreement/Order	*Yes/No
b)	End-user Certificate	*Yes/No
c)	Certificate from Owner of plant/ intermediary organization	*Yes/No

3.0 We confirm that we have associated/ collaborated with M/s..... {Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM)} for design, engineering, erection / erection supervision and commissioning / commissioning supervision of Solid waste combustor cum steam generator including its grate and flue gas cleaning system of waste to energy plant being offered to NTPC by bidder.

4.0 We confirm that our associate M/s..... {**Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM)**} have designed, engineered, supplied, erected / supervised erection, commissioned / supervised commissioning of at least two (02) numbers of waste to energy plants employing Grate Combustion System and **Flue Gas Treatment System**, having rated **waste** incineration capacity of at least 300 metric tonnes per day **per stream** or higher, anywhere in the world. We further confirm that QWEPM has designed, engineered, manufactured/ got manufactured at least Grate Combustion System or **Waste Heat Recovery Steam Generator (WHRSG)** or both in two (2) reference waste to energy plants. Further, both the two (2) reference Waste to Energy Plants have been in successful operation for a period of not less than two (2) year prior to the date of techno-commercial bid opening, the details of which are given below.

S.No.	Description	STN1	Details	STN 2
(1)	(2)	(3)	(4)	
1.	Name, address, e-mail, Tel. No. and Fax No. of the QWEPM			
2.	Name and Designation of the responsible person in QWEPM			
3.	Name of the reference stations and its location			

S.No.	Description	Details	
		STN1	STN 2
(1)	(2)	(3)	(4)
4.	Name of the client/owner with full address, phone, fax & e-mail		
5.	Rated waste incineration capacity (Tonnes per day per stream)		
6.	Whether QWEPM's scope of work for plant included		
	(i) Design	*Yes/*No	*Yes/*No
	(ii) Engineering	*Yes/*No	*Yes/*No
	(iii) Supply	*Yes/*No	*Yes/*No
	(iv) *Erection/ *Supervised Erection	*Yes/*No	*Yes/*No
	(v) *Commissioning/ *Supervised Commissioning	*Yes/*No	*Yes/*No
7.	Date of commissioning of Waste to Energy Plants		
	(a) date from which the system is in successful operation condition		
	(b) Duration of successful operation prior to the date of techno- commercial bid opening		
8.	Whether WTE Plant employed waste Grate Combustion system	*Yes/*No	*Yes/*No
9.	Whether WTE Plant employed Flue gas Treatment system	*Yes/*No	*Yes/*No
10.	Whether QWEPM's scope in WTE plant included Grate Combustion System	*Yes/*No	*Yes/*No
	Mention type as well		
11.	Whether QWEPM 's scope of work for system at sl. No. 10 included		
	(i) Design	*Yes/*No	*Yes/*No
	(ii) Engineering	*Yes/*No	*Yes/*No
	(iii) Manufactured/ got manufactured	*Yes/*No	*Yes/*No

S.No.	Description	Details	
		STN1	STN 2
(1)	(2)	(3)	(4)
12.	Whether QWEPM's scope in WTE plant included Waste Heat Recovery Steam Generator (WHRSG) Mention type as well	*Yes/*No	*Yes/*No
13.	Whether QWEPM 's scope of work for system at sl. No. 12 included		
	(i) Design	*Yes/*No	*Yes/*No
	(ii) Engineering	*Yes/*No	*Yes/*No
	(iii) Manufactured/ got manufactured	*Yes/*No	*Yes/*No
14.	Following documents to be enclosed in support of meeting the QR as per the following categories defined above		
	(a) Waste to Energy plant details	Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any other document	
	(b) Scope of work	Letter of Award or Contract or P.O. or Contract Agreement	
	(c) Performance details	Certificate/letter/E-Mail from End user	

5.0 We further confirm that Type of Grate Combustion System or WHRSG or both, being offered for Kawas tender, is same as mentioned above at s. no. 10 and/or 12 above.

Date : (Designation)

Place : (Printed Name)

- Note :**
1. Bidder may use similar format for furnishing, separately, qualification data for a maximum of three (3) set of reference plants, as per provisions of Clause no. 4.0 of Section- III (BDS).
 2. Copies of Order/Letter of Award/Client Certificate and Performance Certificate from the clients, etc. are to be enclosed clearly establishing the scope of work/ years of successful operation, etc. in support of meeting the Qualifying Requirements.
 3. Bidder to submit necessary documents in case experience of bidder as lead partner of a contract for more than 100 Cr. on consortium mode under Clause 3.1.2.1 of BDS is to be considered.

*Strike out whichever is not applicable.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) PROJECT
AT
KAWAS GAS POWER STATION**

**BIDDING DOCUMENT NO. CS-2600-001-9
(For Qualification as per BDS Item No. 3.1.3.0)**

Bidder's Name & Address:

To,
Contract Services
NTPC Limited
Noida

(IN CASE OF JV COMPANY)

1.0* We (Bidder), a registered Joint Venture (JV) Company incorporated in India under the Companies Act of India, confirm that we meet the qualifying requirements specified under BDS Item No. 3.1.3.1 of Qualifying Requirements stipulated in Bid Data Sheet, Section-III, of Bidding Documents.

1.1 We confirm that the Joint Venture (JV) Company as on the date of Techno-Commercial Bid opening, is promoted by *M/s (QWEPM), and is created for purpose of design, engineering and manufacturing/get manufacturing of at least Grate System or Waste Heat Recovery Steam Generator (WHRSG) or both for waste to energy plants as well as design, engineering, supply, erection/ erection supervision, commissioning/ commissioning supervision of waste to energy plants.

2.0 We confirm that QWEPM has minimum 26% equity participation and shall continue to maintain equity participation of minimum 26% in the JV Company for a lock-in period of 5 years from the date of incorporation of JV Company or upto the end of defect liability period of the contract whichever is later.

Further, M/s. (majority stakeholder), who is one of the promoters of JV company and who shall maintain a minimum equity participation of 51% in the JV Company for a lock-in-period of 5 years from the date of incorporation of JV company or upto the end of defect liability period of Contract whichever is later.

In support of above, we furnish the details:

S. No.	Description	Details
(1)	(2)	(3)
1.	Date of Incorporation of JV Company	
2.	Equity participation of QWEPM in the JV Company (in % of the total equity)	
3.	Lock-in period for above equity participation (QWEPM to furnish documentary evidence supported by Board Resolution)	
4.	Equity participation of the Majority Stake Holder having Equity more than 51% in JV Company(in % of the total equity)	
5.	Lock-in period for above equity participation (Majority Stake Holder to furnish documentary evidence supported by Board Resolution)	

S. No.	Description	Details
(1)	(2)	(3)
6.	Since JV Company is incorporated as a public limited company, certificate for commencement of Business in India, available as on the date of techno-commercial bid opening, is attached at Annexure of this Attachment	
7.	Copy of Certificate of Incorporation and Memorandum of Association of JV company is enclosed at Annexure of this Attachment	

- 2.1 We confirm that M/s. (majority stakeholder), one of the promotor of JV company, is an Indian Company meeting the requirement as specified in clause 3.1.2.1. In this regard, we confirm that they have executed at least one Engineering, Procurement, Construction (EPC) Contract OR Renovation & Modernisation (R&M) Contract of value not less than ₹ 100 Crores consisting of at least Steam Generator and Steam Turbine Generator Set in a thermal power plant which has been in successful operation for a period of not less than one (1) year prior to the date of techno-commercial bid opening.

Details of the above are given below:

S. No.	Description	Plant No. 1
1.	Name of client with full Address, Fax No., Telephone No. and e-mail address to whom Coal fired steam generator has been supplied	
2.	Name of Power Plant (Location and Address)	
3.	Name of Package / Contract along with Order/LOA No. & Date	
4.	Contract value	
5.	Nature of work	EPC / R&M
6.	Whether thermal power plant	*Yes/No
6a	Steam Generator included	*Yes/No
6b	Steam Turbine Generator included	*Yes/No
7a.	Scope of work included in the bidder's order	
	(a) Engineering	*Yes/No
	(b) Procurement	*Yes/No
	(c) Construction	*Yes/No
	(d) Renovation & Modernisation	*Yes/No

S. No.	Description	Plant No. 1
7b.	Actual date of commissioning	
7c.	No. of years in successful operation prior to the date of Techno-Commercial bid opening	
8.	Following documents are enclosed in support of meeting the stipulated Qualifying Requirements:	
a)	Letter of Award/ Contract Agreement/Order	*Yes/No
b)	End-user Certificate	*Yes/No
c)	Certificate from Owner of plant/ intermediary organization	*Yes/No

OR

(IN CASE OF INDIAN SUBSIDIARY COMPANY)

1.0*

We (Bidder), (*Indian Subsidiary Company of a QWEP M/s.....), confirm that we meet the qualifying requirements specified under BDS Item No. 3.1.3.1 of Qualifying Requirements stipulated in Bid Data Sheet, Section-III, of Bidding Documents and are registered in India under Companies Act of India, as on the date of Techno-Commercial Bid opening, for the purpose of design, engineering and manufacturing/get manufacturing of at least Grate System or Waste Heat Recovery Steam Generator (WHRSG) or both for waste to energy plants as well as design, engineering, supply, erection/ erection supervision, commissioning/ commissioning supervision of waste to energy plants.

- 2 We confirm that QWEP M has minimum 51% equity participation and shall continue to maintain equity participation of minimum 51% in the Subsidiary Company for a lock-in period of 5 years from the date of incorporation of Subsidiary Company or upto the end of defect liability period of the contract whichever is later.

In support of above, we furnish the details:

S. No.	Description	Details
(1)	(2)	(3)
1.	Date of Incorporation of Indian Subsidiary Company .	
2.	Equity participation of QWEP M in the Indian Subsidiary Company (in % of the total equity)	
3.	Lock-in period for above equity participation (QWEP M to furnish documentary evidence supported by Board Resolution)	
4.	Since Subsidiary Company is incorporated as a public limited company, certificate for commencement of Business in India, available as on the date of techno-commercial bid opening, is attached at Annexure of this Attachment	
5.	Copy of Certificate of Incorporation and Memorandum of Association of Subsidiary company is enclosed at Annexure of this Attachment	

- 3.0 We, the bidder, confirm that we have associated/ collaborated with M/s..... {Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM)} for design, engineering, erection/erection supervision, and commissioning /commissioning supervision of Solid waste combustor cum steam generator including its grate and flue gas cleaning system of waste to energy plant being offered to NTPC by bidder. Further, we have collaboration or valid licensing agreement with QWEPM for design, engineering, manufacturing of Grate System or Waste Heat Recovery Steam Generator (WHRSG) or both, being offered to NTPC, of type mentioned in table below at 4.0.
- 4.0 We confirm that our associate M/s..... (**QWEPM**) have designed, engineered, supplied, erected / supervised erection, commissioned / supervised commissioning of at least two (02) numbers of waste to energy plants employing Grate Combustion System and **Flue Gas Treatment System**, having rated **waste** incineration capacity of at least 300 metric tonnes per day **per stream** or higher, anywhere in the world. We further confirm that QWEPM has designed, engineered, manufactured/ got manufactured at least Grate Combustion System or **Waste Heat Recovery Steam Generator (WHRSG)** or both in two (2) reference waste to energy plants. Further, both the two (2) reference Waste to Energy Plants have been in successful operation for a period of not less than two (2) year prior to the date of techno-commercial bid opening, the details of which are given below.

S.No.	Description	Details	
		STN1	STN 2
(1)	(2)	(3)	(4)
1.	Name, address, e-mail, Tel. No. and Fax No. of the QWEPM		
2.	Name and Designation of the responsible person in QWEPM		
3.	Name of the reference stations and its location		
4.	Name of the client/owner with full address, phone, fax & e-mail		
5.	Rated waste incineration capacity (Tonnes per day per stream)		
6.	Whether QWEPM's scope of work for plant includes		
	(i) Design	*Yes/*No	*Yes/*No
	(ii) Engineering	*Yes/*No	*Yes/*No
	(iii) Supply	*Yes/*No	*Yes/*No
	(iv) *Erection/ *Supervised Erection	*Yes/*No	*Yes/*No
	(v) *Commissioning/ *Supervised Commissioning	*Yes/*No	*Yes/*No

S.No.	Description	Details	
		STN1	STN 2
(1)	(2)	(3)	(4)
7.	Date of commissioning of Waste to Energy Plants		
	(a) date from which the system is in successful operation condition		
	(b) Duration of successful operation prior to the date of techno-commercial bid opening		
8.	Whether WTE Plant employed waste Grate Combustion system	*Yes/*No	*Yes/*No
9.	Whether WTE Plant employed Flue gas Treatment system	*Yes/*No	*Yes/*No
10.	Whether QWEPM's scope in WTE plant included Grate Combustion System	*Yes/*No	*Yes/*No
	Mention type as well		
11.	Whether QWEPM 's scope of work for system at sl. No. 10 included		
	(i) Design	*Yes/*No	*Yes/*No
	(ii) Engineering	*Yes/*No	*Yes/*No
	(iii) Manufactured/ got manufactured	*Yes/*No	*Yes/*No
12.	Whether QWEPM's scope in WTE plant included Waste Heat Recovery Steam Generator (WHRSG)	*Yes/*No	*Yes/*No
	Mention type as well		
13.	Whether QWEPM 's scope of work for system at sl. No. 12 included		
	(i) Design	*Yes/*No	*Yes/*No
	(ii) Engineering	*Yes/*No	*Yes/*No
	(iii) Manufactured/ got manufactured	*Yes/*No	*Yes/*No

S.No.	Description	Details	
		STN1	STN 2
(1)	(2)	(3)	(4)

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

- | | | |
|-----|-------------------------------|---|
| (a) | Waste to Energy plant details | Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any other document |
| (b) | Scope of work | Letter of Award or Contract or P.O. or Contract Agreement |
| (c) | Performance details | Certificate/letter/E-Mail from End user |

5.0 We further confirm that Type of Grate Combustion System or WHRSG or both, being offered for Kawas tender, is same as mentioned above at s. no. 10 and/or 12 above.

Date : (Designation)

Place : (Printed Name)

- Note : 1. Bidder may use similar format for furnishing, separately, qualification data for a maximum of three (3) set of reference plants, as per provisions of Clause no. 4.0 of Section- III (BDS).**
- 2 Whenever the term 'waste fired' is appearing above, "Waste" shall be deemed to include Municipal Solid Waste (MSW)/ Refused Derived Fuel (RDF).
 - 3 Refused Derived Fuel shall mean fuel derived from combustible waste fraction of solid waste like plastic, wood, pulp or organic waste in the form of fluff
 - 4 Wherever the term **"Flue Gas Treatment System"**, is appearing above, the same shall be deemed to include complete flue gas treatment system with De-NOx system, Lime system, activated carbon system, bag house, flue gas cooling, ducting etc.
 - 5 Wherever the term "per stream", is appearing above, the same shall mean a single block of Waste Heat Recovery Steam Generator.
 - 6 Wherever the term "Waste Heat Recovery Steam Generator" is appearing above, the same shall be deemed to include furnace and pressure parts as minimum.
 - 7 Copies of Order/Letter of Award/Client Certificate and Performance Certificate from the clients, etc. are to be enclosed clearly establishing the scope of work/ years of successful operation, etc. in support of meeting the Qualifying Requirements.

*Strike out whichever is not applicable.

FORM 13A [FOR ROUTE 2]

**FORM OF DEED OF JOINT UNDERTAKING FOR EPC PACKAGE FOR WASTE TO
ENERGY PROJECT (2X350 TPD) AT KAWAS AS PER CLAUSE 3.1.2.0, ITEM 3 OF BID
DATA SHEETS
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR, MEETING THE REQUIREMENTS OF CLAUSE 3.1.2.1, [INDIAN EPC / R&M COMPANY] AND THE COLLABORATOR/ ASSOCIATE WHO MEETS THE REQUIREMENT OF CLAUSE 3.1.1.0, ITEM 3 OF BID DATA SHEETS (BDS) [AS A QUALIFIED WASTE TO ENERGY PLANT EQUIPMENT MANUFACTURER (QWEPM)] FOR SUCCESSFUL PERFORMANCE OF THE WASTE TO ENERGY EQUIPMENT SYSTEM INCLUDING MEETING THE TECHNICAL GUARANTEES

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/Indian EPC / R&M Company", which expression shall include its successors, administrators, executors and permitted assigns) AND

M/s a Company incorporated under having its Registered Office at.....(hereinafter called "**QUALIFIED WASTE TO ENERGY PLANT EQUIPMENT MANUFACTURER (QWEPM)**", 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, shop fabrication, preassembly, shop testing/type testing at manufacturer's works, packing, transportation, unloading, handling and conservation of equipment at site, complete services of construction including erection, supervision, pre-commissioning, commissioning and performance testing of equipments under bidder's scope of work of Waste to Energy Equipment System and its associated auxiliaries including all associated Electrical, Control & Instrumentation, Civil, Structural and Architecture works for **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TD)** for its Kawas Gas Power Station vide its Bidding Document No.: CS-2600-001-9:

AND WHEREAS clause 3.1.2.4, item 3 of BDS of Bidding Documents, stipulate that the bidder, meeting the requirement of Clause 3.1.2.1, item 3 of BDS and "QWEPM" meeting the requirements of Clause 3.1.1.0, item 3 of BDS on its own, shall furnish a Deed of Joint Undertaking.

WHEREAS M/s (Bidder/Contractor) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)** for its Kawas Gas Power Station vide its Bidding Document No.: CS-2600-001-9:

WHEREAS M/s (Bidder/Contractor), an Indian EPC / R&M Company, registered in India under the Companies Act of India, as on the date of Techno-Commercial Bid opening, should have executed at least one Engineering, Procurement, Construction (EPC) Contract OR Renovation & Modernisation (R&M) Contract of value not less than ₹ 100 Crores consisting of at least Steam Generator and Steam Turbine Generator Set in a thermal power plant.

AND WHEREAS the Bidder and QWEPM are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally liable and bound unto the Employer for the successful performance of the Solid waste combustor cum steam generator including its grate and flue gas cleaning system including meeting the technical guarantees for its Kawas Waste to Energy Project, as per bidding documents, in the event, the Bid is accepted by the Employer resulting into a Contract/ Contracts.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the award of the Contract(s) by the Employer to the Contractor, we the Contractor and the QWEPM, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of all the contractual obligations including the technical guarantees for Solid waste combustor cum steam generator including its grate and flue gas cleaning 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, we the QWEPM, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Solid waste combustor cum steam generator including its grate and flue gas cleaning system and undertake to carry out all obligations and responsibilities stipulated in the Contract, including its technical guarantees. Further, if the Employer sustains any loss or damage on account of breach of the Contract, we, the QWEPM, and the 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. **However, the liability of the QWEPM shall be limited to complete solid waste combustor cum steam generator including its grate and flue gas cleaning system portion only.**

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 QWEPM, nor any extension of time or any relaxation given by the Employer to the Contractor would prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the QWEPM.

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 QWEPM shall provide all necessary support to the Contractor for complete engineering, preparation of all designs, design calculations, design documents/ drawings and manufacturing drawings; preparation of all P&IDs & process flow diagrams; Selection of auxiliaries, and interfacing/ integrating with auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of all Waste to Energy Equipment's and auxiliaries meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract for **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)**.
 - (b) We, the QWEPM shall be specifically responsible for the following:
 - (i) Design, engineering, erection / erection supervision and commissioning / commissioning supervision of complete solid waste combustor cum steam generator including its grate and flue gas cleaning system being offered to Employer by Contractor.
 - (ii) Design, engineering, manufacturing / getting manufactured complete Grate Combustion System or Waste Heat Recovery Steam Generator (WHRSG) or both, as applicable.
 - (iii) Selection of auxiliaries for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment System including preparation of purchase specification for critical auxiliaries viz

CEMS, Grab Crane, SNCR, Fans, Bag Filter, Flue Gas reactor (Lime & Activated Carbon rejection).

- (iv) Design of controls, protections and interlocks for all the auxiliaries for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment System including Absorber for their safe and reliable operation as integral units with other equipment of the Main Plant.
- (v) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment System including all civil inputs for foundation design, site construction, structural work etc and for their proper interfacing and integration.
- (vi) Provide manufacturing/fabrication drawings for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment system including its internals if required for the execution of the project.
- (vii) All the write up/documents/drawings/ design/calculations provided by the Contractor pertaining to complete solid waste combustor cum steam generator including its grate and flue gas cleaning system shall be duly vetted by QWEPM.

Further, we, the QWEPM shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Contractor's and/ or at Employer's project site. Without prejudice to the overall responsibilities of the QWEPM for successful commissioning and performance of solid waste combustor cum steam generator including its grate and flue gas cleaning system, the QWEPM 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) The QWEPM, if required by employer, shall advise the Contractor/ his Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.
 - (d) In the event the QWEPM and the Contractor fail to demonstrate that the solid waste combustor cum steam generator including its grate and flue gas cleaning system meets the guaranteed parameters and demonstration parameters as specified in the contract, the QWEPM and the Contractor 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.
 - (e) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the solid waste combustor cum steam generator including its grate and flue gas cleaning 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 QWEPM.
4. We, the Contractor and the QWEPM 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 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 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 Contractor, including the Contract Performance Guarantees as well as other obligations of the Contractor in terms of the Contract.

5. We, the Contractor and the QWEPM shall 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 solid waste combustor cum steam generator including its grate and flue gas cleaning system and timely delivery thereof to meet the completion schedule under the Contract.
6. In case of Award, in addition to the Contractor's Performance Bank Guarantee furnished by the Contractor, the QWEPM shall furnish "as Security" an on demand Performance Bank Guarantees in favour of the Employer as per provisions of the Bidding Documents. The value of such Bank Guarantees shall be equal to **Two and a half percent (2.5%)** of the total contract price of the Contract signed between the Contractor and NTPC 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 **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)** under the Contract. In case of delay in completion of the defect liability period, the validity at 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 the Settlement of dispute clause 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 QWEPM and the Contractor agree that this Deed of Joint Undertaking shall be irrevocable and shall form an integral part of the Contract. 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.
9. That this Deed shall be operative from the effective date of the NOA.

IN WITNESS WHEREOF, the QWEPM 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.

For M/s

(Bidder/Contractor)

Witness :

1.
 (Name in Block Letters) (Signature of the authorized representative)

.....
 (Official Address) Name :

Designation :

Common Seal of the Company

For M/s (QWEPM)

Witness :

1.
(Name in Block Letters) (Signature of the authorized representative)

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

Common Seal of the Company

Notes:

- i) Whenever the term 'waste fired' is appearing above, "Waste" shall be deemed to include Municipal Solid Waste (MSW)/ Refused Derived Fuel (RDF).
- ii) Refused Derived Fuel shall mean fuel derived from combustible waste fraction of solid waste like plastic, wood, pulp or organic waste in the form of fluff
- iii) Wherever the term **"Flue Gas Treatment System"**, is appearing above, the same shall be deemed to include complete flue gas treatment system with De-NOx system, Lime system, activated carbon system, bag house, flue gas cooling, ducting etc.
- iv) Wherever the term "per stream", is appearing above, the same shall mean a single block of Waste Heat Recovery Steam Generator.
- v) Wherever the term "Waste Heat Recovery Steam Generator" is appearing above, the same shall be deemed to include furnace and pressure parts as minimum.
- vi) **Power of Attorney of each of the person signing the Deed of Joint Undertaking and Board resolution in regard of POA of Authorised signatory, shall be furnished alongwith this Deed of Joint Undertaking.**
- vii) **The list of banks which are acceptable to NTPC for issuing Bank Guarantee in this regard is indicated in Annexure-I to SCC.**

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

FORM 13B [FOR ROUTE 3]

**FORM OF DEED OF JOINT UNDERTAKING FOR EPC PACKAGE FOR WASTE TO
ENERGY PROJECT (2X350 TPD) AT KAWAS AS PER CLAUSE 3.1.3.0, ITEM 3 OF BID
DATA SHEETS
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR, MEETING THE REQUIREMENTS OF CLAUSE 3.1.3.1, [INDIAN *SUBSIDIARY COMPANY / JOINT VENTURE COMPANY OF A QUALIFIED WASTE TO ENERGY PLANT EQUIPMENT MANUFACTURER (QWEPM)] AND THE COLLABORATOR/ ASSOCIATE WHO MEETS THE REQUIREMENT OF CLAUSE 3.1.1.0, ITEM 3 OF BID DATA SHEETS (BDS) [AS A QUALIFIED WASTE TO ENERGY PLANT EQUIPMENT MANUFACTURER (QWEPM)] AND THE OTHER PROMOTER(S) HAVING 25% OR HIGHER EQUITY PARTICIPATION IN THE *SUBSIDIARY COMPANY/ *JV COMPANY (AS THE CASE MAY BE) FOR SUCCESSFUL PERFORMANCE OF THE WASTE TO ENERGY EQUIPMENT SYSTEM INCLUDING MEETING THE TECHNICAL GUARANTEES

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/Indian *Subsidiary / Joint Venture (JV) Company", which expression shall include its successors, administrators, executors and permitted assigns) AND

M/s a Company incorporated under having its Registered Office at.....(hereinafter called "**QUALIFIED WASTE TO ENERGY PLANT EQUIPMENT MANUFACTURER (QWEPM)**", which expression shall include its successors, administrators, executors and permitted assigns) AND

*M/s a Company incorporated under having its Registered Office at....., and having 25% or higher equity participation in the Bidder/ Contractor (hereinafter called the "**OTHER PROMOTER(s)**", 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, shop fabrication, preassembly, shop testing/type testing at manufacturer's works, packing, transportation, unloading, handling and conservation of equipment at site, complete services of construction including erection, supervision, pre-commissioning, commissioning and performance testing of equipments under bidder's scope of work of Waste to Energy Equipment System and its associated auxiliaries including all associated Electrical, Control & Instrumentation, Civil, Structural and Architecture works for **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)** for its Kawas Gas Power Station vide its Bidding Document No.: CS-2600-001-9.

AND WHEREAS clause 3.1.3.6, item 3 of BDS of Bidding Documents, stipulate that the bidder, meeting the requirement of Clause 3.1.3.1, item 3 of BDS, having collaboration or valid licensing agreement with "QWEPM" meeting the requirements of Clause 3.1.1.0, item 3 of BDS and the OTHER Promoter(s), having 25% or higher equity participation in the Bidder, shall furnish a Deed of

Joint Undertaking.

WHEREAS M/s (Bidder/Contractor) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)** for its Kawas Gas Power Station vide its Bidding Document No.: CS-2600-001-9.

WHEREAS M/s (Bidder/Contractor), an Indian *Subsidiary / Joint Venture Company of M/s, a QWEPM meeting the requirement of Clause 3.1.1.0, item 3 of BDS, registered in India under the Companies Act of India, as on the date of Techno-Commercial Bid opening, for purpose of design, engineering and manufacturing/get manufacturing of at least Grate System or Waste Heat Recovery Steam Generator (WHRSG) or both for waste to energy plants as well as design, engineering, supply, erection/ erection supervision, commissioning/ commissioning supervision of waste to energy plants, meeting the requirement of Clause 3.1.3.1, item 3 of BDS whose other Promoter(s) is having 25% or higher equity participation in the Bidder/ Contractor i.e. *M/s..... (hereinafter called "OTHER PROMOTER(s)").

AND WHEREAS the Bidder, QWEPM and the OTHER PROMOTER(S)(s) are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally liable and bound unto the Employer for the successful performance of the Solid waste combustor cum steam generator including its grate and flue gas cleaning system including meeting the technical guarantees for its Kawas Waste to Energy Project, as per bidding documents, in the event, the Bid is accepted by the Employer resulting into a Contract/ Contracts.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the award of the Contract(s) by the Employer to the Contractor, we the Contractor, the QWEPM and the OTHER PROMOTER(S), do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of all the contractual obligations including the technical guarantees for Solid waste combustor cum steam generator including its grate and flue gas cleaning 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, we the QWEPM and the OTHER PROMOTER(S), do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Solid waste combustor cum steam generator including its grate and flue gas cleaning system and undertake to carry out all obligations and responsibilities stipulated in the Contract, including the technical guarantees. Further, if the Employer sustains any loss or damage on account of any breach of the Contract, we the QWEPM and the OTHER PROMOTER(S) and the 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 and the Contractor. **However, the liability of the QWEPM and the OTHER PROMOTER(S) shall be limited to complete solid waste combustor cum steam generator including its grate and flue gas cleaning system portion only.**

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 QWEPM and the OTHER PROMOTER(S), nor any extension of time or any relaxation given by the Employer to the Contractor would prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the QWEPM and the OTHER PROMOTER(S).

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 QWEPM shall provide all necessary support to the Contractor for complete engineering, preparation of all designs, design calculations, design documents/ drawings and manufacturing drawings; preparation of all P&IDs & process flow diagrams; Selection of auxiliaries, and interfacing/ integrating with auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of all Waste to Energy Equipment's and auxiliaries meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract for **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)**.

(b) We, the QWEPM shall be specifically responsible for the following:

- (i) Design, engineering, erection / erection supervision and commissioning / commissioning supervision of complete solid waste combustor cum steam generator including its grate and flue gas cleaning system being offered to Employer by Contractor.
- (ii) Design, engineering, manufacturing / getting manufactured Grate, Combustion System or Waste Heat Recovery Steam Generator (WHRSG) or both, as applicable.
- (iii) Selection of auxiliaries for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment System including preparation of purchase specification for critical auxiliaries viz CEMS, Grab Crane, SNCR, Fans, Bag Filter, Flue Gas reactor (Lime & Activated Carbon rejection).
- (iv) Design of controls, protections and interlocks for all the auxiliaries for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment System including Absorber for their safe and reliable operation as integral units with other equipment of the Main Plant.
- (v) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment System including all civil inputs for foundation design, site construction, structural work etc and for their proper interfacing and integration.
- (vi) Provide manufacturing/fabrication drawings for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment system including its internals if required for the execution of the project.
- (vii) All the write up/documents/drawings/ design/calculations provided by the Contractor pertaining to complete solid waste combustor cum steam generator including its grate and flue gas cleaning system shall be duly vetted by QWEPM.

Further, we, the QWEPM shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Contractor's and/ or at Employer's project site. Without prejudice to the overall responsibilities of the QWEPM for successful commissioning and performance of solid waste combustor cum steam generator including its grate and flue gas cleaning system, the QWEPM 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) The QWEPM, if required by employer, shall advise the Contractor/ his Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

(d) In the event the QWEPM and the Contractor fail to demonstrate that the solid waste combustor cum steam generator including its grate and flue gas cleaning system meets the

guaranteed parameters and demonstration parameters as specified in the contract, the QWEPM and the Contractor 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.

- (e) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the solid waste combustor cum steam generator including its grate and flue gas cleaning 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 QWEPM.
4. We, the Contractor, the QWEPM and the OTHER PROMOTER(S) 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 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 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 Contractor, including the Contract Performance Guarantees as well as other obligations of the Contractor in terms of the Contract.
 5. We, the Contractor, the QWEPM and the OTHER PROMOTER(S) shall 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 solid waste combustor cum steam generator including its grate and flue gas cleaning system and timely delivery thereof to meet the completion schedule under the Contract.
 6. In case of Award, in addition to the Contractor's Performance Bank Guarantee furnished by the Contractor, the QWEPM and the OTHER PROMOTER(S) shall furnish "as Security" an on demand Performance Bank Guarantees in favour of the Employer as per provisions of the Bidding Documents. The value of such Bank Guarantees shall be equal to **Two and a half percent (2.5%)** of the total contract price of the Contract signed between the Contractor and NTPC 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 **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)** under the Contract. In case of delay in completion of the defect liability period, the validity at 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 the Settlement of dispute clause 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 QWEPM and the OTHER PROMOTER(S) and the Contractor agree that this Deed of Joint Undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this Deed of Joint 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 NOA.

IN WITNESS WHEREOF, the QWEPM, the OTHER PROMOTER(S) 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.

For M/s

(Bidder/Contractor)

Witness :

1.
(Name in Block Letters)

.....
(Signature of the authorized representative)

.....
(Official Address)

Name :

Designation :

Common Seal of the Company

For M/s
(QWEPM)

Witness :

1.
(Name in Block Letters)

.....
(Signature of the authorized representative)

.....
(Official Address)

Name :

Designation :

Common Seal of the Company

For M/s

(OTHER PROMOTER(s))

Witness :

1.
(Name in Block Letters) (Signature of the authorized representative)

.....
(Official Address) Name :

Designation :
Common Seal of the Company

Notes:

- i) Whenever the term 'waste fired' is appearing above, "Waste" shall be deemed to include Municipal Solid Waste (MSW)/ Refused Derived Fuel (RDF).
- ii) Refused Derived Fuel shall mean fuel derived from combustible waste fraction of solid waste like plastic, wood, pulp or organic waste in the form of fluff
- iii) Wherever the term "**Flue Gas Treatment System**", is appearing above, the same shall be deemed to include complete flue gas treatment system with De-NOx system, Lime system, activated carbon system, bag house, flue gas cooling, ducting etc.
- iv) Wherever the term "per stream", is appearing above, the same shall mean a single block of Waste Heat Recovery Steam Generator.
- v) Wherever the term "Waste Heat Recovery Steam Generator" is appearing above, the same shall be deemed to include furnace and pressure parts as minimum.
- vi) **Power of Attorney of each of the person signing the Deed of Joint Undertaking and Board resolution in regard of POA of Authorised signatory, shall be furnished alongwith this Deed of Joint Undertaking.**
- vii) **The list of banks which are acceptable to NTPC for issuing Bank Guarantee in this regard is indicated in Annexure-I to SCC.**

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