

TANGEDCO LTD
METTUR THERMAL POWER STATION-II

Tender Specification No.CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21
Corrigendum / Amendment To Wet Lime Stone based Flue Gas Desulphurization
System

I. Commercial Corrigendum / Amendment

Sl. No.	Clause in Commercial Tender Specification	Present Corrigendum / Amendment
1.	Vol-I, Section - 06.00 Page: 151 to 219 of 236 "Form of Deed of Joint Undertaking Section-6, Formats – Annexure 23 All DJUs executed between QFGDM and Bidder Form 23A, Form 23B, Form 23C, Form 23D, Form 23E, Form 23F, Form 23G, Form 23H, Form 23I and Form 23J	ERRATA to Tender Enquiry Document for EPC Contract As per Annexure Volume-I Commercial / Section: 6.0 "Form of Deed of Joint Undertaking" Form 23A to Form 23J Page : 1 to 68

Sd...Dt.10.04.2023
Chief Engineer
MTPS-II/Mettur Dam-6.



**Wet Lime Stone Based FGD System & Auxiliaries for 1x600MW
Mettur Thermal Power Station-II
ERRATA To Tender Enquiry Document for EPC Contract**



**Tamil Nadu Generation and Distribution Corporation
Limited**

**WET LIME STONE BASED FLUE GAS DESULPHURISATION SYSTEM
& AUXILIARIES FOR 1X600MW**

METTUR THERMAL POWER STATION-II

ERRATA TO TENDER ENQUIRY DOCUMENT FOR EPC CONTRACT

SPECIFICATION. NO.CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21

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**Errata to Vol-I, Section 6, Formats & Schedules, Annexure-23,
FORM OF DEED OF JOINT UNDERTAKING shall be read as**

**ANNEXURE – 23
FORM OF DEED OF JOINT UNDERTAKING**

**23A. FORM OF DEED OF JOINT UNDERTAKING FOR THE COMPLETE FLUE GAS
DESULPHURISATION SYSTEM AS PER CLAUSE 5.1.2 (C) OF CLAUSE 5.0.0 OF BQR**

(Non-Judicial stamp paper of value not less than Rs. 100/-)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR
MEETING THE REQUIREMENTS OF CLAUSE 5.1.2 (a), OF CLAUSE 5.0.0 OF BQR AND THE
COLLABORATOR WHO MEETS THE REQUIREMENT OF CLAUSE 5.1.1 OF CLAUSE 5.0.0 OF
BQR [AS A QUALIFIED WET LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM
MANUFACTURER (QFGDM)] FOR SUCCESSFUL PERFORMANCE OF THE FGD 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", 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 Wet Limestone Based
Flue Gas Desulphurisation System Manufacturer (QFGDM)"/Collaborator, which expression shall
include its successors, administrators, executors and permitted assigns)
in favour of "Tamil Nadu Generation and Distribution Corporation" Registered under Companies
Act 1956 and having its Office at NPKRR Maaligai, 144 Anna Salai, CHENNAI – 600 002 (India)
(hereinafter called "TANGEDCO " or "Employer " which expression shall include its successors,
administrators, executors and assigns).

WHEREAS, the Employer has invited Bids for Installation of Wet Lime Stone based Flue Gas
Desulphurization system inclusive of Design, Engineering, Manufacture, Procurement,
Inspection/ Testing at manufacturer’s works, Supply, Packing, Delivery at site, Fabrication,
Erection, Interconnection with the existing Units, Pre-commissioning, Testing, Commissioning
of the system including associated civil works, complete electrical and C&I systems on
turnkey basis and Performance testing along with all auxiliaries & accessories, supply of
special tools & tackles & mandatory spares in order to reduce the SOx emission to comply
the New Environmental Norms for 1x600MW Unit of Mettur Thermal Power Station II., Tamil
Nadu vide its tender specification No.CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21

AND WHEREAS clause 5.1.2 (c) of Bid Qualification Requirements (BQR) of Bidding Documents,
stipulate that the bidder, who meets the requirement of Clause 5.1.2 (a) of Bid Qualification
Requirements (BQR) of Bidding Documents, should have a valid on going collaboration and
technology transfer agreement with "Qualified Wet Limestone Based Flue Gas Desulphurisation

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System Manufacturer” meeting the requirements of Clause 5.1.1 of Bid Qualification Requirements (BQR) on its own and the bidder shall either source the FGD system from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such QFGDM.

WHEREAS M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for Flue Gas Desulphurisation System (FGD) Package for 1x600 MW Mettur Thermal Power Station-II, Mettur Dam – 636 406., Tamil Nadu vide its tender specification No.CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21

AND WHEREAS the Bidder and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 FGD System including meeting the technical guarantees for its 1x600 MW Mettur Thermal Power Station-II, Mettur Dam – 636 406., Tamil Nadu 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer, 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 the complete Flue Gas Desulphurisation Package, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the complete Flue Gas Desulphurization (FGD) System and undertake to carry out all obligations and responsibilities stipulated in the Contract, including the technical guarantees for the complete Flue Gas Desulphurisation System Package. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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.

The Liability of the Qualified Wet Lime Stone Based Flue Gas Desulphurisation System Manufacturer (QFGDM) shall be limited to an amount equivalent to 10% of the total Contract Price for complete Flue Gas Desulphurization (FGD) system and the balance 90% of the total contract value shall be to the account of the Contractor.

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 Qualified Wet Limestone Based

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Flue Gas Desulphurisation System Manufacturer, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer.

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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 circulation 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.
 - vi. Further, we, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Station site. Without prejudice to the overall responsibilities of the Qualified Wet Limestone Based Flue Gas Desulphurisation

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System Manufacturer for successful commissioning and performance of Wet Limestone based Flue Gas Desulphurisation System, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's Station site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.

- c) We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer or its Sub-vendor's works and shall meet Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer acceptance.

- d) We the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the Contractor 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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.

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- 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 Collaborator.
4. We, the Contractor and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till the expiry of the warranty period of the plant under contract and further stipulate that the Undertaking herein contained shall terminate upon satisfactory completion of such warranty 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Flue Gas Desulphurization (FGD) System Package and timely delivery thereof to meet the completion schedule under the Contract.
6. VOID
7. This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of chennai shall have exclusive jurisdiction.
8. We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 LOA.

IN WITNESS WHEREOF, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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)

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Witness :	
1..... (Name in Block Letters) (Signature of the authorized representative)
..... : (Official Address)	Name :..... Designation : Common Seal of the Company
	For M/s..... (Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer)
..... (Name in Block Letters)	..... (Signature of the authorized representative)
..... (Official Address)	Name:..... Designation: Common Seal of the Company

Power of Attorney (POA) of each of the person signing the Deed of Joint Undertaking and Board resolution in regard of POA of Authorised signatory, shall be furnished along with this Deed of Joint Undertaking.



**23B.FORM OF DEED OF JOINT UNDERTAKING FOR THE COMPLETE FLUE GAS
DESULPHURISATION SYSTEM AS PER CLAUSE 5.1.2 (C) ALONG WITH NOTE 4 (II) OF
CLAUSE 5.1.0 OF BQR**

(Non-Judicial stamp paper of value not less than Rs.100/-)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR
MEETING THE REQUIREMENTS OF CLAUSE 5.1.2 (a), OF CLAUSE 5.0.0 OF BQR AND THE
COLLABORATOR (A HOLDING COMPANY ALONG WITH ITS SUBSIDIARIES) WHO MEETS
THE REQUIREMENT OF CLAUSE 5.1.1 OF CLAUSE 5.0.0 OF BQR [AS A QUALIFIED WET
LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM MANUFACTURER (QFGDM)]
FOR SUCCESSFUL PERFORMANCE OF THE FGD 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", 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 Wet Limestone Based
Flue Gas Desulphurisation System Manufacturer (QFGDM) Collaborator 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 Registered
Office at (the Subsidiary(ies) of the Qualified Wet Limestone Based Flue
Gas Desulphurisation System Manufacturer who are lending strength/ experience to the Qualified
Wet Limestone Based Flue Gas Desulphurisation System for meeting the requirements stipulated in
clause 5.1.1 and hereinafter collectively called the "Subsidiary(ies)", which expression shall include
its successors, administrators, executors and permitted assigns)
in favour of "Tamil Nadu Generation and Distribution Corporation" Registered under Companies Act
1956 and having its Office at NPKRR Maaligai, 144 Anna Salai, CHENNAI – 600 002 (India)
(hereinafter called "TANGEDCO " or "Employer " which expression shall include its successors,
administrators, executors and assigns).

WHEREAS, the Employer has invited Bids for design, engineering, manufacture, supply,
transportation to Site, installation, testing, Commissioning and conductance of guarantee tests for
Flue Gas Desulphurisation system and auxiliaries for 1x600 MW Mettur Thermal Power Station-II,
Mettur Dam – 636 406., Tamil Nadu vide its tender specification No.CE/MTPS-II/SE/M-II/
EE/BM/OT.No.30/2020-21

AND WHEREAS clause 5.1.2 (c) of Bid Qualification Requirements (BQR) of Bidding Documents,
stipulate that the bidder, who meets the requirement of Clause 5.1.2 (a) of Bid Qualification
Requirements (BQR) of Bidding Documents, should have a valid on going collaboration and

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technology transfer agreement with “Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer” meeting the requirements of Clause 5.1.1 of Bid Qualification Requirements (BQR) on its own and the bidder shall either source the FGD system from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such QFGDM. Further as per note 4 (ii) of clause 5.1.0, the Holding Company and all such subsidiaries lending strength / experience to the Holding Company shall necessarily be part of the DJU being submitted by the Bidder.

WHEREAS M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for Flue Gas Desulphurisation System (FGD) Package for 1x600 MW Mettur Thermal Power Station-II, Mettur Dam – 636 406, Tamil Nadu vide its tender specification No.CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21

AND WHEREAS the Bidder and the Qualified Wet Limestone Based Flue Gas Desulphurisation System. Manufacturer and Subsidiary(ies) 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 FGD System including meeting the technical guarantees for its 1x600 MW Mettur Thermal Power Station-II, Mettur Dam – 636 406, Tamil Nadu, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary (ies), 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 the complete Flue Gas Desulphurisation Package, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies), do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the complete Flue Gas Desulphurization (FGD) System and undertake to carry out all obligations and responsibilities stipulated in the Contract, including the technical guarantees for the complete Flue Gas Desulphurisation System Package. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we Contractor, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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.

The Liability of the Qualified Wet Lime Stone Based Flue Gas Desulphurisation System Manufacturer (QFGDM) shall be limited to an amount equivalent to 10% of the total Contract Price for complete Flue Gas Desulphurization (FGD) system and the balance 90% of the total contract value shall be to the account of the Contractor.

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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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer, Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer or Subsidiary(ies).

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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 circulation 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.
 - vi. Further, we, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and

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

- c) We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary (ies), 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer or its Sub-vendor's works and shall meet Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer acceptance.

- d) We the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary (ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) and the Contractor 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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.

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- 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 Collaborator.
4. We, the Contractor and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till the expiry of the warranty period of the plant under contract and further stipulate that the Undertaking herein contained shall terminate upon satisfactory completion of completion of such warranty 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Flue Gas Desulphurization (FGD) System Package and timely delivery thereof to meet the completion schedule under the Contract.
6. VOID
7. This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts in Chennai shall have exclusive jurisdiction.
8. We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer a and Subsidiary(ies) nd 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 LOA.

IN WITNESS WHEREOF, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer. Subsidiary(ies) 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)

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Witness :

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

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

.....
:.....
(Official Address)

Name :.....
Designation :
Common Seal of the Company
.....

For M/s.....
(Qualified Wet Limestone Based Flue Gas
Desulphurisation System Manufacturer i.e.
HOLDING
COMPANY)

.....
(Name in Block Letters)

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

.....
(Official Address)

Name:.....
Designation:

Common Seal of the Company
.....

WITNESS :

1.....

For M/s
(*SUBSIDIARY 1 OF HOLDING COMPANY)

.....
(Official Address)

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

Designation.....
Common Seal of the Company
.....

WITNESS :

1.....

For M/s
(*SUBSIDIARY 2 OF HOLDING COMPANY)

.....
(Official Address)

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

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Designation.....
Common Seal of the Company
.....

Power of Attorney (POA) of each of the person signing the Deed of Joint Undertaking and Board resolution in regard of POA of Authorised signatory, shall be furnished along with this Deed of Joint Undertaking.

The Bidder shall submit board resolution of Holding Company along with the Deed of Joint Undertaking stating that in case of any likely change of management control of any of its subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of clause 5.1.1 of clause 5.0.0 BQR, the bidder shall arrange for signing of DJU and bank guarantees by all such subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of Note 4 of clause 5.1.0 of BQR before the change in management control actually occurs. Such bank guarantees to be furnished by the Holding Company and entities lending support for fulfillment of requirement of clause Note 4 of Clause 5.1.0 of BQR, for an amount aggregating to 5% of the total contract price of the Package divided equally among them, in addition to the contract performance security to be furnished by the Bidder.

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23C. FORM OF DEED OF JOINT UNDERTAKING FOR THE COMPLETE FLUE GAS DESULPHURISATION SYSTEM AS PER CLAUSE 5.1.3.3 OF CLAUSE 5.0.0 OF BQR

(Non-Judicial stamp paper of value not less than Rs.100/-)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR MEETING THE REQUIREMENTS OF CLAUSE 5.1.3.1 (a), OF CLAUSE 5.0.0 OF BQR AND THE COLLABORATOR WHO MEETS THE REQUIREMENT OF CLAUSE 5.1.1 OF CLAUSE 5.0.0 OF BQR [AS A QUALIFIED WET LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM MANUFACTURER (QFGDM)] FOR SUCCESSFUL PERFORMANCE OF THE FGD 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", 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 Wet Limestone Based Flue Gas Desulphurisation System Manufacturer (QFGDM)"/Collaborator, which expression shall include its successors, administrators, executors and permitted assigns) in favour of "Tamil Nadu Generation and Distribution Corporation" Registered under Companies Act 1956 and having its Office at NPKRR Maaligai, 144 Anna Salai, CHENNAI – 600 002 (India) (hereinafter called "TANGEDCO " or "Employer " which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer has invited Bids for design, engineering, manufacture, supply, transportation to Site, installation, testing, Commissioning and conductance of guarantee tests for Flue Gas Desulphurisation system and auxiliaries for 1x600 MW Mettur Thermal Power Station-II Mettur Dam – 636 406., Tamil Nadu vide its tender specification No.CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21

AND WHEREAS clause 5.1.3.2 of Bid Qualification Requirements (BQR) of Bidding Documents, stipulate that the bidder, who meets the requirement of Clause 5.1.3.1 (a) of Bid Qualification Requirements (BQR) of Bidding Documents, should have a valid on going collaboration and technology transfer agreement with "Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer" meeting the requirements of Clause 5.1.1 of Bid Qualification Requirements (BQR) on its own and the bidder shall either source the FGD system from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such QFGDM.

WHEREAS M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for Flue Gas Desulphurisation System (FGD) Package for 1x600 MW Mettur Thermal Power Station-II, Mettur Dam – 636 406., Tamil Nadu vide its tender specification No CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21.

AND WHEREAS the Bidder and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer are required to jointly execute and furnish along with the bid an irrevocable

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Deed of Joint Undertaking and be jointly and severally liable and bound unto the Employer for the successful performance of the FGD System including meeting the technical guarantees for its 1x600 MW Mettur Thermal Power Station-II, Mettur Dam – 636 406., Tamil Nadu, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer, 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 the complete Flue Gas Desulphurisation Package, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the complete Flue Gas Desulphurization (FGD) System and undertake to carry out all obligations and responsibilities stipulated in the Contract, including the technical guarantees for the complete Flue Gas Desulphurisation System Package. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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.

The Liability of the Qualified Wet Lime Stone Based Flue Gas Desulphurisation System Manufacturer (QFGDM) shall be limited to an amount equivalent to 10% of the total Contract Price for complete Flue Gas Desulphurization (FGD) system and the balance 90% of the total contract value shall be to the account of the Contractor.

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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer.

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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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

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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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 circulation 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.
 - vi) Further, we, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Station site. Without prejudice to the overall responsibilities of the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer for successful commissioning and performance of Wet Limestone based Flue Gas Desulphurisation System, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's Station site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.
- c) We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer design &

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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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer or its Sub-vendor's works and shall meet Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer acceptance.

- d) We the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the Contractor 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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.
- 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 Collaborator.

4. We, the Contractor and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till the expiry of the warranty period of the plant under contract and further stipulate that the Undertaking herein contained shall terminate upon satisfactory completion of completion of such warranty 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer will be fully responsible for the quality of all equipment/main assemblies/ components manufactured at their works or at their Vendor's works or

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constructed at site, and their repairs or replacement if necessary for incorporation in the relevant system(s) of Flue Gas Desulphurization (FGD) System Package and timely delivery thereof to meet the completion schedule under the Contract.

6. VOID
7. 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 LOA.

IN WITNESS WHEREOF, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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)

<p>..... :..... (Official Address)</p>	<p>Name :..... Designation : Common Seal of the Company</p>
<p>.....</p>	<p>For M/s..... (Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer)</p>



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(Name in Block Letters)	(Signature of the authorized representative)
(Official Address)	Name:..... Designation: Common Seal of the Company

Power of Attorney (POA) of each of the person signing the Deed of Joint Undertaking and Board resolution in regard of POA of Authorised signatory, shall be furnished along with this Deed of Joint Undertaking.



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23D. FORM OF DEED OF JOINT UNDERTAKING FOR THE COMPLETE FLUE GAS DESULPHURISATION SYSTEM AS PER CLAUSE 5.1.3.3 OF CLAUSE 5.0.0 OF BQR ALONG WITH NOTE 4 (II) OF CLAUSE 5.1.0 OF BQR

(Non-Judicial stamp paper of value not less than Rs.100/-)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR MEETING THE REQUIREMENTS OF CLAUSE 5.1.3.1 (A), OF CLAUSE 5.0.0 OF BQR AND THE COLLABORATOR (A HOLDING COMPANY ALONG WITH ITS SUBSIDIARIES) WHO MEETS THE REQUIREMENT OF CLAUSE 5.1.1 OF CLAUSE 5.0.0 OF BQR [AS A QUALIFIED WET LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM MANUFACTURER (QFGDM)] FOR SUCCESSFUL PERFORMANCE OF THE FGD 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", 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 Wet Limestone Based Flue Gas Desulphurisation System Manufacturer (QFGDM) Collaborator 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 Registered Office at (the Subsidiary(ies) of the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer who are lending strength/ experience to the Qualified Wet Limestone Based Flue Gas Desulphurisation System for meeting the requirements stipulated in clause 5.1.1 and hereinafter collectively called the "Subsidiary(ies)", which expression shall include its successors, administrators, executors and permitted assigns) in favour of "Tamil Nadu Generation and Distribution Corporation" Registered under Companies Act 1956 and having its Office at NPKRR Maaligai, 144 Anna Salai, CHENNAI – 600 002 (India) (hereinafter called "TANGEDCO " or "Employer " which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer has invited Bids for design, engineering, manufacture, supply, transportation to Site, installation, testing, Commissioning and conductance of guarantee tests for Flue Gas Desulphurisation system and auxiliaries for 1x600 MW Mettur Thermal Power Station-II, Mettur Dam- 636 406., Tamil Nadu vide its tender specification No.CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21

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AND WHEREAS clause 5.1.3.2 of Bid Qualification Requirements (BQR) of Bidding Documents, stipulate that the bidder, who meets the requirement of Clause 5.1.3.1 (a) of Bid Qualification Requirements (BQR) of Bidding Documents, should have a valid on going collaboration and technology transfer agreement with “Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer” meeting the requirements of Clause 5.1.1 of Bid Qualification Requirements (BQR) on its own and the bidder shall either source the FGD system from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such QFGDM. Further as per note 4 (ii) of clause 5.1.0, the Holding Company and all such subsidiaries lending strength / experience to the Holding Company shall necessarily be part of the DJU being submitted by the Bidder.

WHEREAS M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for Flue Gas Desulphurisation System (FGD) Package for 1x600 MW Mettur Thermal Power Station-II, Mettur Dam- 636 406., Tamil Nadu vide its tender specification No CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21.

AND WHEREAS the Bidder and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 FGD System including meeting the technical guarantees for its 1x600 MW Mettur Thermal Power Station-II, Mettur Dam- 636 406., Tamil Nadu, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary (ies), 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 the complete Flue Gas Desulphurisation Package, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies), do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the complete Flue Gas Desulphurization (FGD) System and undertake to carry out all obligations and responsibilities stipulated in the Contract, including the technical guarantees for the complete Flue Gas Desulphurisation System Package. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we Contractor, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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.

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The Liability of the Qualified Wet Lime Stone Based Flue Gas Desulphurisation System Manufacturer (QFGDM) shall be limited to an amount equivalent to 10% of the total Contract Price for complete Flue Gas Desulphurization (FGD) system and the balance 90% of the total contract value shall be to the account of the Contractor.

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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer, Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer or Subsidiary(ies).

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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 circulation 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

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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.
- vi. Further, we, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Station site. Without prejudice to the overall responsibilities of the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) for successful commissioning and performance of Wet Limestone based Flue Gas Desulphurisation System, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's Station site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.
- c) We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary (ies), 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer or its Sub-vendor's works and shall meet Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer acceptance.

- d) We the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary (ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Qualified Wet Limestone

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Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) and the Contractor 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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.
- 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 Collaborator.
4. We, the Contractor and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till the expiry of the warranty period of the plant under contract and further stipulate that the Undertaking herein contained shall terminate upon satisfactory completion of completion of such warranty 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Flue Gas Desulphurization (FGD) System Package and timely delivery thereof to meet the completion schedule under the Contract.
6. VOID
7. This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of chennai shall have exclusive jurisdiction.
8. We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer a and Subsidiary(ies) nd 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.

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9. That this Deed shall be operative from the effective date of the contract.

IN WITNESS WHEREOF, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer. Subsidiary(ies) 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)

.....
:.....
(Official Address)

.....
(Name in Block Letters)
.....
(Official Address)

WITNESS :

1.....
.....
(Official Address)

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

Name :.....

Designation :
Common Seal of the Company

.....
For M/s.....
(Qualified Wet Limestone Based Flue Gas
Desulphurisation System Manufacturer i.e.
HOLDING
COMPANY)

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

Name:.....
Designation:

Common Seal of the Company

.....

For M/s
(*SUBSIDIARY 1 OF HOLDING COMPANY)

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

Name.....

Designation.....

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	Common Seal of the Company
WITNESS :	
1.....	For M/s (*SUBSIDIARY 2 OF HOLDING COMPANY)
..... (Official Address)	..... (Signature of the Authorised Representative)
	Name.....
	Designation.....
	Common Seal of the Company

Power of Attorney (POA) of each of the person signing the Deed of Joint Undertaking and Board resolution in regard of POA of Authorised signatory, shall be furnished along with this Deed of Joint Undertaking.

The Bidder shall submit board resolution of Holding Company along with the Deed of Joint Undertaking stating that in case of any likely change of management control of any of its subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of clause 5.1.1 of clause 5.0.0 BQR, the bidder shall arrange for signing of DJU and bank guarantees by all such subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of Note 4 of clause 5.1.0 of BQR before the change in management control actually occurs. Such bank guarantees to be furnished by the Holding Company and entities lending support for fulfillment of requirement of clause Note 4 of Clause 5.1.0 of BQR, for an amount aggregating to 5% of the total contract price of the Package divided equally among them, in addition to the contract performance security to be furnished by the Bidder.



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23E. FORM OF DEED OF JOINT UNDERTAKING FOR THE COMPLETE FLUE GAS DESULPHURISATION SYSTEM AS PER CLAUSE 5.1.3.3, OF CLAUSE 5.0.0 OF BQR

(Non-Judicial stamp paper of value not less than Rs.100/-)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR (INDIAN JOINT VENTURE COMPANY) MEETING THE REQUIREMENTS OF CLAUSE 5.1.3.1 (b), OF CLAUSE 5.0.0 OF BQR AND THE COLLABORATOR WHO MEETS THE REQUIREMENT OF CLAUSE 5.1.1 OF CLAUSE 5.0.0 OF BQR [AS A QUALIFIED WET LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM MANUFACTURER (QFGDM)] AND THE PROMOTER(S) HAVING 25% OR HIGHER EQUITY PARTICIPATION IN THE INDIAN JOINT VENTURE COMPANY FOR SUCCESSFUL PERFORMANCE OF THE FGD 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 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 Wet Limestone Based Flue Gas Desulphurisation System Manufacturer (QFGDM)Collaborator, 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 "PROMOTER", which expression shall include its successors, administrators, executors and permitted assigns) in favour of "Tamil Nadu Generation and Distribution Corporation" Registered under Companies Act 1956 and having its Office at NPKRR Maaligai, 144 Anna Salai, CHENNAI – 600 002 (India) (hereinafter called "TANGEDCO " or "Employer " which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer has invited Bids for design, engineering, manufacture, supply, transportation to Site, installation, testing, Commissioning and conductance of guarantee tests for Flue Gas Desulphurisation system and auxiliaries for 1x600 MW Mettur Thermal Power Station-II, Mettur Dam- 636 406., Tamil Nadu vide its tender specification No. CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21.

AND WHEREAS clause 5.1.3.2, of clause 5.0.0 of BQR, stipulate that the bidder, meeting the requirement of Clause 5.1.3.1 (b), of clause 5.0.0 of BQR shall have a valid ongoing collaboration and technology transfer agreement with "Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer" meeting the requirements of Clause 5.1.1 of clause 5.0.0 of BQR on its own and the other Promoter of the Indian Joint Venture (JV) Company having 25% or higher equity participation in the Bidder, meeting the requirement of Clause 5.1.3.1 (b), of clause 5.0.0 of BQR

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and furnish a Deed of Joint Undertaking. Further, the bidder shall either source the FGD system from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such QFGDM.

WHEREAS M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for Flue Gas Desulphurisation System (FGD) Package for 1x600 MW Mettur Thermal Power Station-II, Mettur Dam- 636 406, Tamil Nadu vide its tender specification No CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21.

WHEREAS M/s (Bidder/Contractor), a Joint Venture Company incorporated in India under the Companies Act of India, as on the date of Techno-Commercial Bid opening, promoted by M/s....., an Indian Company registered in India under the

M/s.*a Steam Generator Manufacturer meeting the requirement of Clause 5.1.3.1 (a), of clause 5.0.0 of BQR or *a QFGDM meeting the requirement of Clause 5.1.1 of clause 5.0.0 of BQR, created for the purpose of manufacturing/supplying in India steam generator sets/FlueGasDesulphurisationSystemandotherPromoter

*M/s.....(hereinafter called "PROMOTER") having 25% or higher equity participation in the Bidder/ Contractor meeting the requirements specified in Clause 5.1.3.1 (b), of clause 5.0.0 of BQR.

AND WHEREAS the Bidder (Joint Venture Company), Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the PROMOTER 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 FGD System including meeting the technical guarantees for its 1x600 MW Mettur Thermal Power Station-II, Mettur Dam-636 406, Tamil Nadu, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the PROMOTER, 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 the complete Flue Gas Desulphurisation Package, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the PROMOTER, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the complete Flue Gas Desulphurization (FGD) System and undertake to carry out all obligations and responsibilities stipulated in the Contract, including the technical guarantees for the complete Flue Gas Desulphurisation System Package. Further if the Employer

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sustains any loss or damage on account of any breach of the Contract, we the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the PROMOTER 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.

The Liability of the Qualified Wet Lime Stone Based Flue Gas Desulphurisation System Manufacturer (QFGDM) shall be limited to an amount equivalent to 10% of the total Contract Price for complete Flue Gas Desulphurization (FGD) system and the balance 90% of the total contract value shall be to the account of the Contractor.

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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the PROMOTER, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the PROMOTER.

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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 circulation 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

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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.

vi. Further, we, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Station site. Without prejudice to the overall responsibilities of the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) for successful commissioning and performance of Wet Limestone based Flue Gas Desulphurisation System, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's Station site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts

c) We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary (ies), 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer or its Sub-vendor's works and shall meet Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer acceptance.

d) We the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas

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Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the Contractor 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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
 - 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 fulfilment of all other contractual obligations as provided under the contract shall be the joint and severally responsibility of the Contractor and Collaborator.
4. We, the Contractor and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the PROMOTER do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till the expiry of the warranty period of the plant under contract and further stipulate that the Undertaking herein contained shall terminate upon satisfactory completion of completion of such warranty 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the PROMOTER 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 Flue Gas Desulphurization (FGD) System Package and timely delivery thereof to meet the completion schedule under the Contract.
 6. VOID
 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 Chennai shall have exclusive jurisdiction.
 8. We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the PROMOTER 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.

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9. That this Deed shall be operative from the effective date of the contract.

IN WITNESS WHEREOF, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer. Subsidiary(ies) 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.....
(Qualified Wet Limestone Based Flue Gas
Desulphurisation System Manufacturer)

.....
(Name in Block Letters)

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

.....
(Official Address)

Name:.....
Designation:

Common Seal of the Company

.....
For M/s.....
(PROMOTER)

.....
(Name in Block Letters)

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

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(Official Address)	Name:..... Designation: Common Seal of the Company
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Power of Attorney (POA) of each of the person signing the Deed of Joint Undertaking and Board resolution in regard of POA of Authorised signatory, shall be furnished along with this Deed of Joint Undertaking

Bidder to strike out, whichever is not applicable.



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23F. FORM OF DEED OF JOINT UNDERTAKING FOR THE COMPLETE FLUE GAS DESULPHURISATION SYSTEM AS PER CLAUSE 5.1.3.3, ALONG WITH NOTE 4 (II) OF CLAUSE 5.1.0 OF BQR

(Non-Judicial stamp paper of value not less than Rs.100/-)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR (INDIAN JOINT VENTURE COMPANY) MEETING THE REQUIREMENTS OF CLAUSE 5.1.3.1 (b), OF CLAUSE 5.0.0 OF BQR AND THE COLLABORATOR (A HOLDING COMPANY ALONG WITH ITS SUBSIDIARIES) WHO MEETS THE REQUIREMENT OF CLAUSE 5.1.1, OF CLAUSE 5.0.0 OF BQR [AS A QUALIFIED WET LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM MANUFACTURER (QFGDM)] AND THE OTHER PROMOTER OF THE INDIAN JOINT VENTURE COMPANY HAVING A STAKE OF 25% OR MORE IN THE INDIAN JOINT VENTURE COMPANY FOR SUCCESSFUL PERFORMANCE OF THE FGD 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 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 Wet Limestone Based Flue Gas Desulphurisation System Manufacturer (QFGDM)Collaborator, which expression shall include its successors, administrators, executors and permitted assigns) AND

*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 Registered Office at (the Subsidiary(ies) of the Qualified Wet Limestone

Based Flue Gas Desulphurisation System Manufacturer who are lending strength/ experience to the Qualified Wet Limestone Based Flue Gas Desulphurisation System for meeting the requirements stipulated in clause 5.1.1 and hereinafter collectively called the "Subsidiary(ies)", 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 "PROMOTER", which expression shall include its successors, administrators, executors and permitted assigns),in favour of "Tamil Nadu Generation and Distribution Corporation" Registered under Companies Act 1956 and having its Office at NPKRR Maaligai, 144 Anna Salai, CHENNAI – 600 002 (India) (hereinafter called "TANGEDCO " or "Employer " which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer has invited Bids for design, engineering, manufacture, supply, transportation to Site, installation, testing, Commissioning and conductance of guarantee tests for

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Flue Gas Desulphurisation system and auxiliaries for 1x600 MW Subcritical Mettur Thermal Power Station II, Salem Dist., Tamil Nadu vide its tender specification No CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21 AND WHEREAS clause 5.1.3.2, of clause 5.0.0 of BQR, stipulate that the bidder, meeting the requirement of Clause 5.1.3.1 (b), of clause 5.0.0 of BQR shall have a valid ongoing collaboration and technology transfer agreement with “Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer” meeting the requirements of Clause 5.1.1 of clause 5.0.0 of BQR on its own and the other Promoter of the Indian Joint Venture (JV) Company having 25% or higher equity participation in the Bidder, meeting the requirement of Clause 5.1.3.1 (b), of clause 5.0.0 of BQR and furnish a Deed of Joint Undertaking. Further, the bidder shall either source the FGD system from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such QFGDM. Further as per note 4 (ii) of clause 5.1.0, the Holding Company and all such subsidiaries lending strength / experience to the Holding Company shall necessarily be part of the DJU being submitted by the Bidder.

WHEREAS M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for Flue Gas Desulphurisation System (FGD) Package for 1x600 MW Mettur Thermal Power Station-II, Mettur Dam- 636 406, Tamil Nadu vide its tender specification No CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21

WHEREAS M/s (Bidder/Contractor), a Joint Venture Company incorporated in India under the Companies Act of India, as on the date of Techno-Commercial Bid opening, promoted by *M/s....., *a Steam Generator Manufacturer meeting the requirement of Clause 5.1.3.1 (a), of clause 5.0.0 of BQR or *a QFGDM meeting the requirement of Clause 5.1.1 of clause 5.0.0 of BQR, created for the purpose of manufacturing/supplying in India steam generator sets/ Flue Gas Desulphurisation System and other Promoter meeting the requirements specified in Clause 5.1.3.1 (b), of clause 5.0.0 of BQR. having a stake of 25% or more in the Bidder/ Contractor i.e. M/s.....(hereinafter called “PROMOTER”). AND WHEREAS the Bidder (Joint Venture Company), Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the PROMOTER 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 FGD System including meeting the technical guarantees for its 1x600 MW Mettur Thermal Power Station-II, Mettur Dam-636 406., Tamil Nadu, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) and the PROMOTER, 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 the complete Flue Gas Desulphurisation Package, as specified under the said Contract(s) to the satisfaction of the Employer.

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2. In case of any breach of the Contract committed by the Contractor, we the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) and the PROMOTER, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the complete Flue Gas Desulphurization (FGD) System and undertake to carry out all obligations and responsibilities stipulated in the Contract, including the technical guarantees for the complete Flue Gas Desulphurisation System Package. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) and the PROMOTER 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.

The Liability of the Qualified Wet Lime Stone Based Flue Gas Desulphurisation System Manufacturer (QFGDM) shall be limited to an amount equivalent to 10% of the total Contract Price for complete Flue Gas Desulphurization (FGD) system and the balance 90% of the total contract value shall be to the account of the Contractor.

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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) and the PROMOTER, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies). and the PROMOTER

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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer Subsidiary(ies) 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.

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- ii. Selection of auxiliaries for Wet Limestone based Flue Gas Desulphurisation System including preparation of purchase specification for critical auxiliaries viz Slurry circulation 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.
 - vi. Further, we, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Station site. Without prejudice to the overall responsibilities of the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) for successful commissioning and performance of Wet Limestone based Flue Gas Desulphurisation System, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's Station site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.
- c) We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary (ies), 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer or its Sub-vendor's works and shall meet Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer acceptance.

- d) We the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall be fully responsible for complete for design, engineering, supply, installation, putting in to satisfactory operation and carrying out the guarantee tests

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for Wet Limestone Based Flue Gas Desulphurisation System to the satisfaction of the Employer.

Further, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) and the Contractor 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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.
 - 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 Collaborator.
4. We, the Contractor and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) and the PROMOTER do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till the expiry of warranty period of the plant under the Contract and further stipulate that the Undertaking herein contained shall terminate upon satisfactory completion of such warranty 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) and the PROMOTER 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 Flue Gas Desulphurization (FGD) System Package and timely delivery thereof to meet the completion schedule under the Contract.
6. VOID
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

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of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Chennai shall have exclusive jurisdiction.

8. We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) and the PROMOTER 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 LOA.

IN WITNESS WHEREOF, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer. Subsidiary(ies) 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)

For M/s

(PROMOTER)

Witness :

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

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

.....
:.....
(Official Address)

Name :.....

Designation :
Common Seal of the Company

.....
For M/s.....
(Qualified Wet Limestone Based Flue Gas

	Desulphurisation System Manufacturer i.e. HOLDINGCOMPANY)
..... (Name in Block Letters) (Signature of the authorized representative)
..... (Official Address)	Name:..... Designation: Common Seal of the Company



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WITNESS :	
1.....	For M/s (*SUBSIDIARY 1 OF HOLDING COMPANY)
..... (Official Address) (Signature of the Authorised Representative)
	Name.....
	Designation.....
	Common Seal of the Company
WITNESS :	
1.....	For M/s (*SUBSIDIARY 2 OF HOLDING COMPANY)
..... (Official Address)	..... (Signature of the Authorised Representative)
	Name.....
	Designation.....
	Common Seal of the Company

Notes:

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 along with this Deed of Joint Undertaking.

The Bidder shall submit board resolution of Holding Company along with the Deed of Joint Undertaking stating that in case of any likely change of management control of any of its subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of clause 5.1.1, of clause 5.0.0 of BQR, the bidder shall arrange for signing of DJU and bank guarantees by all such subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of Note 4 of clause 5.1.0 of BQR before the change in management control actually occurs. Such bank guarantees to be furnished by the Holding Company and entities lending support for fulfillment of requirement of Note 4 of clause 5.1.0 of BQR for an amount aggregating to 5% of the total contract price of the Package divided equally among them, in addition to the contract performance security to be furnished by the Bidder.

* Bidder to strike out, whichever is not applicable



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23G. FORM OF DEED OF JOINT UNDERTAKING FOR THE COMPLETE FLUE GAS DESULPHURISATION SYSTEM AS PER CLAUSE 5.1.3.3, OF CLAUSE 5.0.0 OF BQR
(Non-Judicial stamp paper of value not less than Rs.100/-)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR (INDIAN SUBSIDIARY COMPANY OF A *STEAM GENERATOR MANUFACTURER *OR * QUALIFIED WET LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM MANUFACTURER (QFGDM), MEETING THE REQUIREMENTS OF CLAUSE 5.1.3.1 (c), OF CLAUSE 5.0.0 OF BQR AND THE COLLABORATOR WHO MEETS THE REQUIREMENT OF CLAUSE 5.1.1, OF CLAUSE 5.0.0 OF BQR [AS A QUALIFIED WET LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM MANUFACTURER (QFGDM)] *AND THE PROMOTER(S) HAVING 25% OR HIGHER EQUITY PARTICIPATION IN THE *SUBSIDIARY COMPANY/ *JV COMPANY (AS THE CASE MAY BE) & MEETING THE REQUIREMENTS OF CLAUSE 5.1.3.1 (c), OF CLAUSE 5.0.0 OF BQR FOR SUCCESSFUL PERFORMANCE OF THE FGD 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 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 Wet Limestone Based Flue Gas Desulphurisation System Manufacturer (QFGDM) Collaborator, which expression shall include its successors, administrators, executors and permitted assigns) AND *M/s a Company incorporated under having its Registered Office at..... , *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 "PROMOTER(s)", which expression shall include its successors, administrators, executors and permitted assigns), in favour of "Tamil Nadu Generation and Distribution Corporation" Registered under Companies Act 1956 and having its Office at NPKRR Maaligai, 144 Anna Salai, CHENNAI – 600 002 (India) (hereinafter called "TANGEDCO " or "Employer " which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer has invited Bids for design, engineering, manufacture, supply, transportation to Site, installation, testing, Commissioning and conductance of guarantee tests for Flue Gas Desulphurisation system and auxiliaries for 1x600 MW Mettur Thermal Power Station-II, Mettur Dam – 636 406., Tamil Nadu vide its tender specification No CE/MTPS-II/SE/M-II/EE/BM/ OT.No.30/2020-21

AND WHEREAS clause 5.1.3.2, of Clause 5.0.0 of BQR of Bidding Documents, stipulate that the bidder, meeting the requirement of Clause 5.1.3.1 (c), Clause 5.0.0 of BQR shall have a valid ongoing collaboration and technology transfer agreement with "Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer" meeting the requirements of Clause 5.1.1, Clause 5.0.0 of BQR on its own and the Promoter(s) having 25% or higher equity participation in the Bidder, and furnish a Deed of Joint Undertaking. Further, the bidder shall either source the

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FGD system from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings released by such QFGDM.

WHEREAS M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for Flue Gas Desulphurisation System (FGD) Package for 1x600 MW Mettur Thermal Power Station-II, Mettur Dam – 636 406., Tamil Nadu vide its tender specification No CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21

WHEREAS M/s (Bidder/Contractor), an Indian Subsidiary Company of M/s....., a *Steam Generator Manufacturer meeting the requirement of Clause 5.1.3.1 (a), of clause 5.0.0 of BQR / *Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer meeting the requirement of Clause 5.1.1, of clause 5.0.0 of BQR, registered in India under the Companies Act of India, as on the date of Techno-Commercial Bid opening, for manufacturing/ supply of *Steam Generator Sets/ *Flue Gas Desulphurisation System, meeting the requirement of Clause 5.1.3.1 (c), of clause 5.0.0 of BQR whose other Promoter(s) having 25% or higher equity participation in the Bidder/ Contractor i.e. *M/s....., *M/s..... (hereinafter called “PROMOTER(s)”).

AND WHEREAS the Bidder, Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the 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 FGD System including meeting the technical guarantees for its 1x600 MW Mettur Thermal Power Station-II, Mettur Dam – 636 406., Tamil Nadu, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the 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 the complete Flue Gas Desulphurisation Package, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the PROMOTER(S), do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the complete Flue Gas Desulphurization (FGD) System and undertake to carry out all obligations and responsibilities stipulated in the Contract, including the technical guarantees for the complete Flue Gas Desulphurisation System Package. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the 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.

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The Liability of the Qualified Wet Lime Stone Based Flue Gas Desulphurisation System Manufacturer (QFGDM) shall be limited to an amount equivalent to 10% of the total Contract Price for complete Flue Gas Desulphurization (FGD) system and the balance 90% of the total contract value shall be to the account of the Contractor.

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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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.

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- vi. Further, we, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Station site. Without prejudice to the overall responsibilities of the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer for successful commissioning and performance of Wet Limestone based Flue Gas Desulphurisation System, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's Station site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.
- c) We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer or its Sub-vendor's works and shall meet Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer acceptance.

- d) We the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the Contractor 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the Contractor shall promptly carry out all

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the corrective measures related to engineering services at their own expense and shall promptly provide corrected design to the Employer.

4. We, the Contractor, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the PROMOTER(S) do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till the expiry of warranty period of the plant under the Contract and further stipulate that the Undertaking herein contained shall terminate upon satisfactory completion of such warranty 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the PROMOTER(S) 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 Flue Gas Desulphurization (FGD) System Package and timely delivery thereof to meet the completion schedule under the Contract.
6. VOID
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 Chennai shall have exclusive jurisdiction.
8. We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer, the 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)

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Witness :	
1..... (Name in Block Letters) (Signature of the authorized representative)
..... : (Official Address)	Name :..... Designation : Common Seal of the Company
	For M/s..... (Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer
..... (Name in Block Letters)	..... (Signature of the authorized representative)
..... (Official Address)	Name:..... Designation: Common Seal of the Company
	For M/s..... (PROMOTER (S)
..... (Name in Block Letters)	..... (Signature of the authorized representative)

Notes:

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.

* Bidder to strike out, whichever is not applicable.



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23H. FORM OF DEED OF JOINT UNDERTAKING FOR THE COMPLETE FLUE GAS DESULPHURISATION SYSTEM AS PER CLAUSE 5.1.3.3, OF CLAUSE 5.0.0 OF BQR ALONG WITH NOTE 4 (II) OF CLAUSE 5.1.0 OF BQR
(Non-Judicial stamp paper of value not less than Rs.100/-)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR (INDIAN SUBSIDIARY COMPANY OF A *STEAM GENERATOR MANUFACTURER *OR * QUALIFIED WET LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM MANUFACTURER (QFGDM), MEETING THE REQUIREMENTS OF CLAUSE 5.1.3.1 (c), OF CLAUSE 5.0.0 OF BQR AND THE COLLABORATOR (A HOLDING COMPANY ALONG WITH ITS SUBSIDIARIES) WHO MEETS THE REQUIREMENT OF CLAUSE 5.1.1, OF CLAUSE 5.0.0 OF BQR [AS A QUALIFIED WET LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM MANUFACTURER (QFGDM)] *AND THE PROMOTER(S) HAVING 25% OR HIGHER EQUITY PARTICIPATION IN THE *SUBSIDIARY COMPANY/ *JV COMPANY (AS THE CASE MAY BE) & MEETING THE REQUIREMENTS OF CLAUSE 5.1.3.1 (c), OF CLAUSE 5.0.0 OF BQR FOR SUCCESSFUL PERFORMANCE OF THE FGD 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 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 Wet Limestone Based Flue Gas Desulphurisation System Manufacturer (QFGDM) Collaborator Holding Company, which expression shall include its successors, administrators, executors and permitted assigns) AND

*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 Registered Office at (the Subsidiary(ies) of the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer who are lending strength/ experience to the Qualified Wet limestone Based Flue Gas Desulphurisation System for meeting the requirements stipulated in clause 5.1.1 and hereinafter collectively called the "Subsidiary(ies)", which expression shall include its successors, administrators, executors and permitted assigns) AND *M/s a Company incorporated under having its Registered Office at..... , *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 "PROMOTER(S)", which expression shall include its successors, administrators, executors and permitted assigns),

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in favour of "Tamil Nadu Generation and Distribution Corporation" Registered under Companies Act 1956 and having its Office at NPKRR Maaligai, 144 Anna Salai, CHENNAI – 600 002 (India) (hereinafter called "TANGEDCO " or "Employer " which expression shall include its successors, administrators, executors and assigns). WHEREAS, the Employer has invited Bids for Installation of Wet Lime Stone based Flue Gas Desulphurization system inclusive of Design, Engineering, Manufacture, Procurement, Inspection/ Testing at manufacturer's works, Supply, Packing, Delivery at site, Fabrication, Erection, Interconnection with the existing Units, Pre-commissioning, Testing, Commissioning of the system including associated civil works, complete electrical and C&I systems on turnkey basis and Performance testing along with all auxiliaries & accessories, supply of special tools & tackles & mandatory spares in order to reduce the SOx emission to comply the New Environmental Norms for 1x600MW Unit of Mettur Thermal Power Station II., Tamil Nadu vide its tender specification No CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21 AND WHEREAS clause 5.1.3.2, of Clause 5.0.0 of BQR of Bidding Documents, stipulate that the bidder, meeting the requirement of Clause 5.1.3.1 (c), Clause 5.0.0 of BQR shall have a valid ongoing collaboration and technology transfer agreement with "Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer" meeting the requirements of Clause 5.1.1, Clause 5.0.0 of BQR on its own and the Promoter(s) having 25% or higher equity participation in the Bidder, and furnish a Deed of Joint Undertaking. Further, the bidder shall either source the FGD system from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings released by such QFGDM. Further as per note 4 (ii) of clause 5.1.0. of BQR the Holding Company and all such subsidiaries lending strength / experience to the Holding Company shall necessarily be part of the DJU being submitted by the Bidder.

WHEREAS M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for Flue Gas Desulphurisation System (FGD) Package for 1x600 MW Mettur Thermal Power Station-II, Mettur Dam – 636 406., Tamil Nadu vide its tender specification No CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21

WHEREAS M/s (Bidder/Contractor), an Indian Subsidiary Company of M/s....., a *Steam Generator Manufacturer meeting the requirement of Clause 5.1.3.1 (a), of clause 5.0.0 of BQR / *Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer meeting the requirement of Clause 5.1.1, of clause 5.0.0 of BQR, registered in India under the Companies Act of India, as on the date of Techno-Commercial Bid opening, for manufacturing/ supply of *Steam Generator Sets/ *Flue Gas Desulphurisation System, meeting the requirement of Clause 5.1.3.1 (c), of clause 5.0.0 of BQR whose other Promoter(s) having 25% or higher equity participation in the Bidder/ Contractor i.e. *M/s.....,

*M/s..... (hereinafter called "PROMOTER(s)").
AND WHEREAS the Bidder, Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) and the 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 FGD System including meeting the technical guarantees for its 1x600 MW Mettur Thermal Power Station-II, Mettur Dam – 636 406., Tamil Nadu, as per bidding documents, in the event, the Bid is accepted by the Employer resulting into a Contract/ Contracts.

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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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) and the 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 the complete Flue Gas Desulphurisation Package, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) and the PROMOTER(S), do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the complete Flue Gas Desulphurization (FGD) System and undertake to carry out all obligations and responsibilities stipulated in the Contract, including the technical guarantees for the complete Flue Gas Desulphurisation System Package. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) and the 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.

The Liability of the Qualified Wet Lime Stone Based Flue Gas Desulphurisation System Manufacturer (QFGDM) shall be limited to an amount equivalent to 10% of the total Contract Price for complete Flue Gas Desulphurization (FGD) system and the balance 90% of the total contract value shall be to the account of the Contractor.

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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) and the 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) and the 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) 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.

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- b) We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) 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.
 - vi. Further, we, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Station site. Without prejudice to the overall responsibilities of the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) for successful commissioning and performance of Wet Limestone based Flue Gas Desulphurisation System, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's Station site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.
- c) We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) design & manufacturing drawings released by us, the Collaborator shall ensure completeness and correctness of the design, data,

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document and information in every detail provided to the Contractor which would result in the same quality of equipment as if manufactured at Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer or its Sub-vendor's works and shall meet Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer acceptance.

- d) We the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) and the Contractor 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) 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.

4. We, the Contractor, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) and the PROMOTER(S) do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till of the expiry of warranty period of the plant under the Contract and further stipulate that the Undertaking herein contained shall terminate upon satisfactory completion of such warranty 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary(ies) and the PROMOTER(S) 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 Flue Gas Desulphurization (FGD) System Package and timely delivery thereof to meet the completion schedule under the Contract.

6. VOID

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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 chennai shall have exclusive jurisdiction.
8. We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary (ies) and the 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 contract.

IN WITNESS WHEREOF, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary (ies) the 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.....
(Qualified Wet Limestone Based Flue Gas
Desulphurisation System Manufacturer ie.,
HOLDING COMPANY

.....
(Name in Block Letters)
.....
(Official Address)

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

Name:.....

	Designation: Common Seal of the Company
	For M/s..... (*SUBSIDIARY 1 OF THE HOLDING



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	COMPANY)
..... (Name in Block Letters) (Signature of the authorized representative)
..... (Official Address)	Name:..... Designation: Common Seal of the Company
	For M/s..... (*SUBSIDIARY 2 OF THE HOLDING COMPANY)
..... (Name in Block Letters)	..... (Signature of the authorized representative)
..... (Official Address)	Name:..... Designation: Common Seal of the Company
	For M/s..... (*SUBSIDIARY 3 OF THE HOLDING COMPANY)
..... (Name in Block Letters)	..... (Signature of the authorized representative)
..... (Official Address)	Name:..... Designation: Common Seal of the Company
	For M/s..... (PROMOTERS)
..... (Name in Block Letters)	..... (Signature of the authorized representative)
..... (Official Address)	Name:..... Designation:

	Common Seal of the Company
	For M/s..... (*other Promoter having 25% or higher equity participation in the Bidder / Contractor)



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..... (Name in Block Letters) (Signature of the authorized representative)
..... (Official Address)	Name:..... Designation: Common Seal of the Company

Notes:

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.

The Bidder shall submit board resolution of Holding Company along with the Deed of Joint undertaking stating that in case of any likely change of management control of any of its subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of clause 5.1.1 of clause 5.0.0 of BQR, the bidder shall arrange for signing of DJU and bank guarantees by all such subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of Note 4 of clause 5.1.0, of BQR before the change in management control actually occurs. Such bank guarantees to be furnished by the Holding Company and entities lending support for fulfillment of requirement of clause Note 4 of Clause 5.1.0, of BQR of Bid Data Sheet, for an amount aggregating to 5% of the total contract price of the Package divided equally among them, in addition to the contract performance security to be furnished by the Bidder.

* Bidder to strike out, whichever is not applicable.



23I. FORM OF DEED OF JOINT UNDERTAKING FOR THE COMPLETE FLUE GAS DESULPHURISATION SYSTEM AS PER CLAUSE 5.1.4.3, OF CLAUSE 5.0.0 OF BQR

(Non-Judicial stamp paper of value not less than Rs.100/-)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR MEETING THE REQUIREMENTS OF CLAUSE 5.1.4.1, ITEM 3 OF BID DATA SHEETS AND THE COLLABORATOR WHO MEETS THE REQUIREMENT OF CLAUSE 5.1.1.1, OF CLAUSE 5.0.0 OF BQR [AS A QUALIFIED WET LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM MANUFACTURER (QFGDM)] FOR SUCCESSFUL PERFORMANCE OF THE FGD SYSTEM INCLUDING MEETING THE TECHNICAL GUARANTEES

..... a Company incorporated under having its Registered Office at.....(hereinafter called “Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer (QFGDM) Collaborator, which expression shall include its successors, administrators, executors and permitted assigns).

in favour of “Tamil Nadu Generation and Distribution Corporation” Registered under Companies Act 1956 and having its Office at NPKRR Maaligai, 144 Anna Salai, CHENNAI – 600 002 (India) (hereinafter called “TANGEDCO ” or “Employer ” which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer has invited Bids for design, engineering, manufacture, supply, transportation to Site, installation, testing, Commissioning and conductance of guarantee tests for Flue Gas Desulphurisation system and auxiliaries for 1x600 MW Mettur Thermal Power Station-II, Mettur Dam – 636 406., Tamil Nadu vide its tender specification No SE/M/Proj-II/OT.No. /2020-21 AND WHEREAS clause 5.1.4.1, of clause 5.0.0 of BQR of Bidding Documents, stipulate that the bidder, as an Engineering, Procurement and Construction (EPC) organization, who meets the requirement of Clause 5.1.4.1, of clause 5.0.0 of BQR, should have a valid ongoing collaboration and technology transfer agreement with “Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer” meeting the requirements of Clause 5.1.1.1, of clause 5.0.0 of BQR on its own and furnish a Deed of Joint Undertaking. Further, the bidder shall either source the FGD system from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such QFGDM.

WHEREAS M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for Flue Gas Desulphurisation System (FGD) Package for 1x600 MW Mettur Thermal Power Station-II, Mettur Dam-636 406., Tamil Nadu vide its tender specification No CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21.

AND WHEREAS the Bidder, and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 FGD System including meeting the technical guarantees for its 1x600 MW Mettur Thermal Power Station-II, Mettur Dam-636 406., Tamil Nadu, as per bidding documents, in the event, the Bid is accepted by the Employer resulting into a Contract/ Contracts.

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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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer, 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 the complete Flue Gas Desulphurisation Package, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the complete Flue Gas Desulphurization (FGD) System and undertake to carry out all obligations and responsibilities stipulated in the Contract, including the technical guarantees for the complete Flue Gas Desulphurisation System Package. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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.

The Liability of the Qualified Wet Lime Stone Based Flue Gas Desulphurisation System Manufacturer (QFGDM) shall be limited to an amount equivalent to 10% of the total Contract Price for complete Flue Gas Desulphurization (FGD) system and the balance 90% of the total contract value shall be to the account of the Contractor.

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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer.

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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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.

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- b) We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 circulation 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.
 - vi Further, we, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Station site. Without prejudice to the overall responsibilities of the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer for successful commissioning and performance of Wet Limestone based Flue Gas Desulphurisation System, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's Station site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.
- c) We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer or its Sub-vendor's works and shall meet

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Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer acceptance.

- d) We the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the Contractor 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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.
- 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 fulfilment of all other contractual obligations as provided under the contract shall be the joint and severally responsibility of the Contractor and Collaborator.

4. We, the Contractor and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till the expiry of warranty period of the plant under the Contract and further stipulate that the Undertaking herein contained shall terminate upon satisfactory completion of such warranty 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 Flue Gas Desulphurization (FGD) System Package and timely delivery thereof to meet the completion schedule under the Contract.

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6. VOID
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 Chennai shall have exclusive jurisdiction.
8. We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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 contract.

IN WITNESS WHEREOF, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer 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..... (Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer)
..... (Name in Block Letters) (Signature of the authorized representative)
.....	



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(Official Address)	Name:..... Designation: Common Seal of the Company
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Power of Attorney (POA) of each of the person signing the Deed of Joint Undertaking and Board resolution in regard of POA of Authorised signatory, shall be furnished along with this Deed of Joint Undertaking.



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23J. FORM OF DEED OF JOINT UNDERTAKING FOR THE COMPLETE FLUE GAS DESULPHURISATION SYSTEM AS PER CLAUSE 5.1.4.3 ALONGWITH NOTE 4 (ii) OF CLAUSE 5.1.0, OF BQR

(Non-Judicial stamp paper of value not less than Rs.100/-)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR MEETING THE REQUIREMENTS OF CLAUSE 5.1.4.3, OF CLAUSE 5.0.0 OF BQR AND THE COLLABORATOR (A HOLDING COMPANY ALONG WITH ITS SUBSIDIARIES) WHO MEETS THE REQUIREMENT OF CLAUSE 5.1.1, OF CLAUSE 5.0.0 OF BQR [AS A QUALIFIED WET LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM MANUFACTURER (QFGDM)] FOR SUCCESSFUL PERFORMANCE OF THE FGD 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", 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 Wet Limestone Based Flue Gas Desulphurisation System Manufacturer (QFGDM) Collaborator 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 Registered Office at (the Subsidiary(ies) of the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer who are lending strength/ experience to the Qualified Wet Limestone Based Flue Gas Desulphurisation System for meeting the requirements stipulated in clause 5.1.1 and hereinafter collectively called the "Subsidiary(ies)", which expression shall include its successors, administrators, executors and permitted assigns).

in favour of "Tamil Nadu Generation and Distribution Corporation" Registered under Companies Act 1956 and having its Office at NPKRR Maaligai, 144 Anna Salai, CHENNAI – 600 002 (India) (hereinafter called "TANGEDCO " or "Employer " which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer has invited Bids for design, engineering, manufacture, supply, transportation to Site, installation, testing, Commissioning and conductance of guarantee tests for Flue Gas Desulphurisation system and auxiliaries for 1x600 MW Mettur Thermal Power Station-II, Mettur Dam-636 406., Tamil Nadu vide its tender specification No CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21

AND WHEREAS clause 5.1.4.2 of Bid Qualification Requirements (BQR) of Bidding Documents, stipulate that the bidder, who meets the requirement of Clause 5.1.4.1 of Bid Qualification

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Requirements (BQR) of Bidding Documents, should have a valid on going collaboration and technology transfer agreement with “Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer” meeting the requirements of Clause 5.1.1 of Bid Qualification Requirements (BQR) on its own and the bidder shall either source the FGD system from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such QFGDM. Further as per note 4 (ii) of clause 5.1.0, the Holding Company and all such subsidiaries lending strength / experience to the Holding Company shall necessarily be part of the DJU being submitted by the Bidder.

WHEREAS M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for Flue Gas Desulphurisation System (FGD) Package for 1x600 MW Mettur Thermal Power Station-II, Mettur Dam-636 406., Tamil Nadu vide its tender specification No CE/MTPS-II/SE/M-II/EE/BM/OT.No.30/2020-21

AND WHEREAS the Bidder and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 FGD System including meeting the technical guarantees for its 1x600 MW Mettur Thermal Power Station-II, Mettur Dam-636 406, Tamil Nadu, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and subsidiary (ies), 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 the complete Flue Gas Desulphurisation Package, 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies), do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the complete Flue Gas Desulphurization (FGD) System and undertake to carry out all obligations and responsibilities stipulated in the Contract, including the technical guarantees for the complete Flue Gas Desulphurisation System Package. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we Contractor, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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.

The Liability of the Qualified Wet Lime Stone Based Flue Gas Desulphurisation System Manufacturer (QFGDM) shall be limited to an amount equivalent to 10% of the total Contract Price for complete Flue Gas Desulphurization (FGD) system and the balance 90% of the total contract value shall be to the account of the Contractor.

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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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer, Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer or Subsidiary(ies).

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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 circulation 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.
 - vi. Further, we, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) shall extend our quality surveillance/ supervision/

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quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Contractor's and/ or at Employer's Station site. Without prejudice to the overall responsibilities of the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) for successful commissioning and performance of Wet Limestone based Flue Gas Desulphurisation System, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's Station site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts

- c) We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary (ies), 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer or its Sub-vendor's works and shall meet Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer acceptance.

- d) We the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary (ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) and the Contractor 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and

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Subsidiary(ies) 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

- 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 fulfilment of all other contractual obligations as provided under the contract shall be the joint and severally responsibility of the Contractor and Collaborator.
4. We, the Contractor and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till the expiry of warranty period of the plant under the Contract and further stipulate that the Undertaking herein contained shall terminate upon satisfactory completion of such warranty 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 Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and Subsidiary(ies) 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 Flue Gas Desulphurization (FGD) System Package and timely delivery thereof to meet the completion schedule under the Contract.
6. VOID
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 Chennai shall have exclusive jurisdiction.
8. We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer a and Subsidiary(ies) 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 contract.

IN WITNESS WHEREOF, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer. Subsidiary(ies) 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.

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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.....

(Qualified Wet Limestone Based Flue Gas
Desulphurisation System Manufacturer i.e.
HOLDING COMPANY)

.....
(Name in Block Letters)
.....
(Official Address)

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

Name:.....
Designation:

Common Seal of the Company

.....

WITNESS :

1.....
.....
(Official Address)

For M/s
(*SUBSIDIARY 1 OF HOLDING COMPANY)

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

Name.....
Designation.....



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	Common Seal of the Company
WITNESS :	
1.....	For M/s (*SUBSIDIARY 2 OF HOLDING COMPANY)
..... (Official Address)	..... (Signature of the Authorised Representative)
	Name.....
	Designation.....
	Common Seal of the Company

Power of Attorney (POA) of each of the person signing the Deed of Joint Undertaking and Board resolution in regard of POA of Authorised signatory, shall be furnished along with this Deed of Joint Undertaking.

The Bidder shall submit board resolution of Holding Company along with the Deed of Joint Undertaking stating that in case of any likely change of management control of any of its subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of clause 5.1.1 of clause 5.0.0 BQR, the bidder shall arrange for signing of DJU and bank guarantees by all such subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of Note 4 of clause 5.1.0 of BQR before the change in management control actually occurs. Such bank guarantees to be furnished by the Holding Company and entities lending support for fulfillment of requirement of clause Note 4 of Clause 5.1.0 of BQR, for an amount aggregating to 5% of the total contract price of the Package divided equally among them, in addition to the contract performance security to be furnished by the Bidder.

* Bidder to strike out, whichever is not applicable.