



**TALWANDI SABO POWER LIMITED**

**Document Specification No: TN/CM/TSPL/2018-19/ITB/NOx-Control**

**INSTRUCTION TO BIDDERS**

For

**IMPLEMENTING PRIMARY NOX CONTROL**

For

**TALWANDI SABO POWER LIMITED (OWNER)  
1980 MW SUPERCRITICAL THERMAL POWER PLANT  
(3 X 660 MW)  
AT VILLAGE BANAWALA, DISTT. MANSA,  
PUNJAB, INDIA**

**6th December 2018**

\*This document can be amended at the discretion of TSPL (if needed).

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## 1. INTRODUCTION

- 1.1 Ministry of Environment Forest and Climate Change (MOEF& CC) Government of India has issued new environmental regulations applicable to coal fired thermal power plants in the country on 7th December 2015.
- 1.2 Vedanta Group is a global conglomerate having significant ventures in diversified business sectors of aluminum, copper, zinc, lead, iron-ore and commercial energy having thermal power production capacity of about 10,000 MW. Talwandi Sabo Power Corporation Limited (TSPL) is a wholly owned subsidiary of Vedanta Limited.
- 1.3 Talwandi Sabo Power Limited (TSPL) consists of 1980 MW super critical thermal power plant located at Village Banawala in the Mansa District of Punjab State, India. The power plant consists of three (3) super critical units of 660 MW. The Units got commissioned in the years 2014, 2015 and 2016 respectively. Talwandi Sabo Power Limited (TSPL) hereinafter referred to as "OWNER".
- 1.4 To meet the new MOEF & CC norms of NOx emission, it is necessary to study, design, install & commission the primary NOx control system at TSPL.
- 1.5 Tata Consulting Engineers Limited (TCE)/ Owner's consultant hereinafter referred to as "CONSULTANT" are the Consulting Engineers for the project, appointed by the Owner.
- 1.6 The intent of the Owner is to study, design, install, commission and operate this required facility of primary NOx control system to meet up new emission norms in the shortest possible time frame.

## 2. SCOPE OF WORK

- 2.1
  - i. The scope of work for Primary NOx Emission Control would involve a combination of boiler combustion optimization, burner modification, installation of additional Separated Over Fire Air (SOFA) etc., as required for its all Units to control the NOx emission, as per the notification dated 7th December 2015 and its subsequent amendments by Ministry of Environment, Forest and Climate Change without effecting the designed boiler steam and flue gas parameters, FEEGT(Furnace exit flue gas temperature), SH(super heater) and RH (re heater) Sprays, unburnt carbon in ash (fly and bottom ash), CO formation and slagging, water wall corrosion due to reduced air atmosphere at various loads, under various mills combination for the range of coals.
  - ii. It is the Bidder's responsibility to study the existing Boiler details and its operation before submission of bid, propose the modification required to be carried out, and then carry out suitable modifications to the Boiler (as required), to meet the overall functional requirement, accommodating complete recommended modifications within available space, guarantee of the entire system, system shutdown duration as stipulated elsewhere in this specification and maintaining the completion schedule.
  - iii. The Primary NOx control shall be complete with the necessary equipment, structures, foundation bolts and grouting materials, insert plates, piping, valves and fitting,

instrumentation and control equipment, electrical system/ equipment etc. and shall be compatible and operable with the existing control system/DCS.

- iv. Collection of Baseline Data
- v. Complete Computational Fluid Dynamic (CFD) Modelling and/or other relevant analysis
- vi. Validation of Boiler Thermal Model using real time data.
- vii. Wind box Modifications (as required)
- viii. Dismantling and restoring/ modifications SOFA (as recommended by bidder)
- ix. Coal Burner modifications (as recommended by bidder)
- x. Dismantling and restoring the Water Wall/Pressure Parts modification (as recommended by bidder)
- xi. All Coal Piping modifications (as recommended by bidder)
- xii. IBR approval for modifications to boiler
- xiii. Instrumentation and control modification (including Interface between modified equipment and DCS (soft communication link/ hardwired signal exchange etc.)
- xiv. Boiler combustion optimization (using bidders calibrated instruments) minimum of 6 months
- xv. Electrical modification as required
- xvi. Complete civil works (based on Bidders recommendation)
- xvii. Commissioning/Performance Guarantee Testing
- xviii. Mandatory & commissioning spares
- xix. Training, Training & Service Manuals (soft and hard copies) and Demonstration
- xx. Contractor shall demonstrate that over entire range of steam generator operation from 40% to 100% TMCR load and for whole range of specified coal(s), with any mill combination, with min 20% excess air, the total NO<sub>x</sub> (from thermal as well as fuel) at the ID Fan outlet shall not exceed 300 mg/Nm<sup>3</sup> at 6% oxygen (O<sub>2</sub>) content in flue gas on dry gas basis

### 3. TECHNICAL ELIGIBILITY AND QUALIFICATION REQUIREMENTS

To be eligible for Award of Contract, Bidders shall provide evidence, satisfactory to Owner, of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively. Bids submitted shall include the following information:

#### 3.1

- i. The Bidder should have designed, engineered, manufactured/ got manufactured, erected/ supervised erection, commissioned/ supervised commissioning of at least one (1) number of pulverized coal fired subcritical/supercritical Steam Generator having rated capacity of 1500 tonnes of steam per hour or above. Further, such Steam generator should have been in successful operation for a period of not less than one (1) year prior to the date of techno-commercial bid opening.
- ii. Bidder should also have executed combustion modification in a Steam Generator having rated capacity of 600 tonnes of steam per hour or above prior to the date of techno-commercial bid opening.

OR

3.2 Bidder should have executed combustion modifications in a Steam generator having rated capacity of 1500 tonnes of steam per hour or above and successfully operating for minimum of 2 years prior to the date of techno-commercial bid opening and also to submit the End user certificate for the combustion modifications carried out for NOx control. The bidder should have a partnership with Steam Generator manufacturer. And Bidder shall furnish a DJU executed by it with the Steam Generator Manufacturer in which the executants of DJU shall be jointly and severally liable to the Employer for successful performance of Contract as per format enclosed in bidding documents. The deed of joint undertaking shall be submitted along with techno-commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected

3.3

- a. In case the bidding company is a subsidiary, then it can use financial credentials of its parent company to the extent of shareholding of the parent company in the subsidiary and can also utilize the technical credentials of its parent company. For instance, company 'A' is 75% subsidiary of company 'Z', then company 'A' can use the financial credentials of company 'Z' to the tune of 75%. Also, company 'A' can use the technical credentials of company 'Z'.
- b. Also, in case the subsidiary company wins the order, then the parent company has to give an undertaking as per Owner's format to guarantee fulfilment of obligations as per terms of the tender document issued and agreement to be signed between the subsidiary and TSPL.
- c. In case the bidder is subsidiary as defined above, then DJU submission is not required.

3.4 Failure to meet the above Qualification Requirement(s) shall render the bid to be rejected and bids of only qualified bidders shall be considered for detailed techno-commercial evaluation. Therefore, the Bidder shall in their own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Requirement as given above.

#### 4. FINANCIAL ELIGIBILITY AND QUALIFICATION REQUIREMENTS

- a. Bidder should have an annual turnover of not less than INR 200 Crore (Rupees Two Hundred Crores) or in equivalent foreign currency during any of last three (3) financial years with positive net worth.

- b. In case of having partnership with steam generator manufacturer, any member can meet the above financial qualifying requirement.
- c. Failure to meet the above Qualification Requirement, shall render the bid to be rejected and bids of only qualified bidders shall be considered for detailed techno-commercial evaluation. Therefore, the Bidder shall in their own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Requirement as given above.

## 5. DOCUMENTS TO BE SUBMITTED WITH EXPRESSION OF INTEREST

- 5.1 Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
- 5.2 Authorization letter (signed by) authorized representatives from all partners of bidder to nominate the single point personnel responsible for communication in bidding process.
- 5.3 Deed of Joint Undertaking (DJU) executed by all partners whereas the each Partners should have 26% or higher equity participation in the Subsidiary Company/ JV Company.
- 5.4 Details in the format prescribed in **Schedules 1 to 5** attached and Bidder to fill up and send the schedules with all supporting documents along with expression of interest.
  - a. Reports on the financial standing of the Bidders including Profit and Loss Statements, Balance Sheets and Auditor's Reports for the past three years. Refer Schedule-3 attached.

In addition the Bidder shall furnish the following:

- i. Level of Working Capital
  - ii. Access to Bank Loans or Credit Facilities
  - iii. Up-to-date Income Tax Clearance Certificate
- 5.5 To be eligible for evaluation of the Bid and award of the contract the bidder shall satisfy the requirements of **Clause 3, 4 and 5** of this ITB.

Note:

- The expression of interest shall be submitted along with above mentioned documents and shall be sent to:  
Tspl.eoi@vedanta.co.in
- Failure to produce any of the above documents along with expression of interest shall call for disqualification of bidder to be considered further for techno- commercial bidding process

- 5.6 TSPL reserves the right to refuse to issue the tender document to any party without assigning any reason.

## 6. COST OF BIDDING

The Bidder shall bear all costs or expenses incurred in relation to or incidental to the preparation and submission of his Bid and the Owner will in no case be responsible or liable for these costs or expenses incurred in relation to or incidental to the preparation and submission of his Bid, irrespective of the conduct or outcome of the bidding process.

## 7. SITE VISIT

7.1 The Bidder is advised to acquaint himself with the actual jobs and Retrofit jobs involved, visit the Site and examine the soil conditions, labour, power, water, material availability, transport and communication facilities, environmental regulations, laws and bye-laws of statutory bodies, operational parameters and collect all information that will be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be at the Bidder's own expense.

The bidder shall have the sole obligation to satisfy himself before submitting his bid as to the form and nature of the site, the quantities and the nature of the works and materials necessary for the completion of the works and the means of access to the Site, the accommodation he may require and to obtain all necessary information as to risks, contingencies, all applicable laws and regulations and other circumstances which may influence or affect his bid.

7.2 The Bidder and any of his personnel or agents will be granted permission by the Owner, to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, his personnel or agents, will release and indemnify the Owner, and his personnel and agents, from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen. Bidder shall submit the declaration of site visit, thereby amounting to consonance to such indemnification, as mentioned above

## 8. LANGUAGE OF BID

The bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Owner shall be written in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the English language with an affidavit. For the purpose of interpretation of the bid, the English language shall prevail.

## 9. CLARIFICATION OF BIDDING DOCUMENTS

Prospective Bidders requiring any further information or clarification on the Bid Documents may notify the Owner in writing or e-mail at the Owner's mailing address indicated in the Bid Documents. Copies of all such correspondence shall be sent to the Owner at his mailing address indicated in the Bid Documents. The Owner will respond in writing to any request for information or clarification on the Bid Documents received not later than the date indicated in this ITB. The Owner's response (including an explanation of the query) will be sent to all prospective Bidders. All clarifications issued by the Owner shall form part of Bid. Late queries shall not be entertained.

## 10. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of Bids, the Owner may amend the Bid documents, at his sole discretion, by issuing Addenda. Addenda shall cover the queries raised and the responses given. Addenda shall be uploaded on our website [www.tsplindia.co/tender.htm](http://www.tsplindia.co/tender.htm). It shall be the responsibility of bidders to regularly visit the website for checking for amendments (if any).

## 11. COMPLETION PERIOD

The Contract completion period shall be 12 months for all 3 units (Commercial Operation Date) from the date of acceptance of Letter of Award by the Owner. Shutdown jobs like Dismantling, retrofitting and erection shall be completed within 25 days from start of shutdown.

## 12. OFFER TO BE IN LINE WITH BID DOCUMENTS

The Bidder shall submit the offer, which complies with the requirements of the Bid Documents in general meeting the functional requirements in full. The specification in respect of materials shall be adhered to, unless there is sufficient justification to deviate, which shall be explained.

In addition, alternative proposals may be submitted highlighting the specific advantages of the alternative.

In case of any clarifications required in commercial portion of ITB/ Bid Document, please contact Mr. Rishabh Gupta ([Tspl.eoi@vedanta.co.in](mailto:Tspl.eoi@vedanta.co.in), Landline- 01659-248133, Mobile No.- 9555040051).

In case of any clarifications required in technical portions of ITB / Bid Document, please contact Mr. M. Durairaj ([Tspl.eoi@vedanta.co.in](mailto:Tspl.eoi@vedanta.co.in), Landline- 01659-248033, Mobile No.- 9501110721).

All clarifications shall be in mail or writings only.

## 13. PROCESS TO BE CONFIDENTIAL



- 13.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- 13.2 Any effort by a bidder to influence the Consultant/ Owner in the process of examination, clarification, evaluation and comparison of bids or in decisions concerning the award of contract may result in the rejection of the bidder's bid and may also lead to "black listing" of the bidder and all existing successful bids in hand, if any, shall be deemed to be cancelled.

#### 14. CLARIFICATION OF BIDS SUBMITTED BY BIDDER

To assist in the examination, evaluation and comparison of bids and expression of interest, the Owner/Consultant may ask bidders individually for clarification of their bids, including breakdowns of prices. Requests for clarification and the response shall be in writing or e-mail. Non submission of responses by the bidders to clarification/documents asked by the Owner in time may result into the rejection of bids.

#### 15. DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of bids, Owner will determine whether each bid is responsive to the requirements of the bid Documents as set in **Clause 3, 4 and 5** of this ITB.

#### 16. CORRECTION OF ERRORS

- 16.1 Bids determined to be responsive will be checked by the Owner for any arithmetical errors in computation and summation. Errors will be corrected by the Owner as follows:
  - a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Owner there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- 16.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected.

#### 17. EVALUATION AND COMPARISON OF BIDS

- 17.1 The Owner will evaluate and compare only those bids determined to be substantially responsive to the requirements of the Bid Documents. Other non-responsive bids will be rejected.

17.2 Bidders shall note that no preference of any nature will be given to any bidder notwithstanding any custom, usage or instructions to the contrary.

17.3 The evaluation of bids by the Owner will take into account, in addition to the bid Documents, the following factors:

- a. arithmetical errors corrected by the Owner in accordance with Clause 24 above.
- b. such other factors of a technical, financial contractual or administrative nature as the Owner considers may have a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

17.4 After evaluation of bids, the Owner may call responsive bidders for negotiations.

## 18. AWARD CRITERIA

Subject to **Clause 17** of these Instructions to Bidders, the Owner will award the contract to the bidder whose bid has been determined to be responsive to the bid Documents and who has offered the competitive price, provided further that the bidder has the capability and resources to carry out the contract effectively as per the scope.

## 19. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Notwithstanding **Clause 18** of this ITB, the Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Owner's action.

## 20. NOTIFICATION OF AWARD

20.1 Prior to the expiration of the period of bid validity prescribed by the Owner, the Owner will notify the successful bidder by e-mail or fax confirmed in writing by registered letter/courier delivery that his bid has been accepted.

20.2 The notification of award will constitute the formation of the Contract.

20.3 Upon the furnishing by the successful bidder of a Performance Security in accordance with the provisions of **Clause 18** of these Instructions to Bidders, the Owner will promptly notify the unsuccessful Bidders.

## 21. SIGNING OF AGREEMENT

The agreement shall be executed within four weeks from the date of acceptance of Letter of Intent by the bidder and submission of Bank Guarantee as agreed.

## 22. PERFORMANCE SECURITY

- 22.1 Within 14 days of receipt of the notification of award from the Owner, the successful bidder shall furnish to the Owner a Security in the form of a bank guarantee for the amount stated in the Bid Documents. The format of the bank guarantee shall be in accordance with the sample form of performance security attached.
- 22.2 Failure of the successful Bidder to lodge the required Performance Security in time shall constitute sufficient grounds for the annulment of the award in which event the Owner may make the award to the next lowest evaluated Bidder or, if there are no other Bidders, call for new bids.

## 23. Critical Dates of Bidding Process:

S. No	Description	Revised Date
1	Last date of Expression of Interest/Request for Tender document from bidders with all documents as per ITB	15 Dec'18
2	Last date of issue of Tender document	20 Dec'18
3	Last Date & Time of submission of Bids	04 Jan'19 (1:00 pm) at TSPL Commercial Department
4	Bid opening Date (Technical)	04 Jan'19 (3:00 pm onwards)
5	Bid opening Date (Commercial)	Shall be notified later

Note- All above dates are subject to change and shall be communicated accordingly.  
Coordinator from owner for bidding process shall be: -

- Mr. Rishabh Gupta (Landline- 01659-248133, Mobile No.-9555040051)
- Tspl.eoi@vedanta.co.in

## SCHEDULE 1

### DETAILS OF SIMILAR WORK DONE DURING THE PAST 7 YEARS

Bidder to submit Work order copy of the contract meeting up the eligibility criteria and also to submit the certificate received from the owner of the plant on successful completion of plant and its successful operations

Sl. No.	Full Postal Address of Client	Description of the Work	Value of Contract	Completion Time as stated in the Bid (weeks)	Date of Commencement of Work	Actual Completion Time (weeks)	Year of Completion	Unit size in MW for which bidder executed primary Nox control	Size of Boiler in terms of steam flow rating in TPH	Owner contact details & attachments of commissioning certificates
1	2	3	4	5	6	7	8	9	13	14

**Note:-**

1. *Bidders are specifically requested to furnish all the details about the last assignment done for the Client.*
2. *Completion date should be that mentioned in the Completion Certificate given by the Client.*
3. *Only a format in which the information is to be given is indicated above. The Contractor shall attach additional sheets of bigger sizes to accommodate the necessary information, if required.*

## SCHEDULE-2

### CONCURRENT WORKS AND COMMITMENTS

The Bidder(s) shall furnish in the format given below, details of the current works in hand and other contractual commitments:

Sl. No.	Client with Address	Description of the Work	Value of Contract	Completion Time as stated in the Contract	Percentage Completion	Remarks
1	2	3	4	5	6	7
<b>I. Current Works in Hand</b>						
<b>II. Immediate Commitments</b>						

*Only a format in which the information is to be given is indicated above. The Bidder shall attach additional sheets of bigger sizes to accommodate the necessary information, if required.*

## SCHEDULE-3

### FINANCIAL TURNOVER

The Bidder shall furnish in the format given below details of its financial turnover during the last three years along with annual reports.

<b>Year:</b>	<b>2017-18</b>	<b>2016-17</b>	<b>2015-16</b>		
<b>Home (Details of Turnover to be mentioned in INR Cr)</b>					
<b>Abroad (Details of Turnover to be mentioned in INR Cr)</b>					
<b>Total:</b>					

## SCHEDULE -4

### SCHEDULE OF DEVIATIONS in ITB

The bidder clause by clause in this schedule shall fill in all deviations from the above Instructions to Bidders.

<i>S.No</i>	<i>Clause No</i>	<i>Deviation taken</i>

The bidder hereby certifies that the above mentioned are the only deviations from the Owner's Instructions to Bidders.

SIGNATURE -----

COMPANY SEAL

NAME -----

COMPANY -----

DESIGNATION -----

DATE -----



## SCHEDULE -5

### BIDDER RESPONSIVENESS CHECK LIST

Specific response to be given against each of the following questions by Bidder :

S.No	Particulars	State
1	Is the bidder a manufacturer of Steam Generator as per specification?	YES / NO
2	If the answer to the item no. 1 is 'NO', whether the bidder is having partnership/ JV with any other Boiler manufacturer?	YES / NO
3	If the answer to the item no. 1 is 'NO', whether the bidder is having valid experience in combustion control & primary Nox Control?	YES / NO
4	Whether the experience list of the Bidder & manufacturer has been attached in the format of Schedule-1?	YES / NO
5	If the answer to the item no. 4 is 'YES', whether he has attached the certificate received from the Owner for successful commissioning & operations	YES / NO
6	If the answer to the item no. 4 is 'YES', whether he has attached the contact details of the Owner for checking credentials	YES / NO
7	Whether details of the current works in hand and other contractual commitments has been attached as in format of Schedule-2	YES / NO
8	Whether details of financial turnover furnished by Bidder in the format of schedule-3	YES / NO
9	If the answer to the item no. 8 is 'YES', whether he has attached the Profit and Loss Statements, Balance Sheets and Auditor's Reports for the past five years & Estimated Financial Projection for the next two years	YES / NO
10	Whether the bidder has any Indian Agent in India?	YES / NO

11	If the answer to item no. 10 is 'YES', furnish the following details?	To fill up details
a)	The name & address of agent.	
b)	What services that agent will render?	
12	Whether there is any deviation from the clauses of ITB?	YES / NO
13	If the answer to Item No. 12 is 'YES', whether BIDDER has entered the deviations in the Schedule of Deviations clause wise in the format given in Schedule-4	YES / NO

SIGNATURE -----

COMPANY SEAL

NAME -----

COMPANY -----

DESIGNATION -----

DATE -----

## Format of DJU

### **DEED OF JOINT UNDERTAKING BY THE COLLABORATOR ALONG WITH THE BIDDER/CONTRACTOR**

Any deviation in this format will not be accepted.

This Deed of undertaking executed on this ..... day of ..... month of..... by ..... a Company incorporated under ..... and having its Registered Office at ..... hereinafter called ..... or 'Collaborator' (or 'Parent' in case the Bidder / Contractor is a subsidiary), which expression shall include its successors, executors and permitted assigns and (Bidder/Contractor's Name) ..... a Company incorporated under ..... having its registered office at ..... hereinafter called ..... (Bidder/Contractor's Name) , which expression shall include its successors, executors and permitted assigns, in favour of Talwandi Sabo Power Limited, a company incorporated under the Companies Act 1956 having its Registered Office at village- Banawala, Mansa-Talwandi Sabo Road, Mansa (Punjab) -151302 (hereinafter called the 'Owner'), which expression shall include its successors, executors and assigns. WHEREAS the OWNER is desirous of getting work of the design, engineering, project management, procurement, manufacture, supply, transportation to site, handling & storage at site, construction, erection, testing & commissioning, initial operation, reliability & trial operation, performance guarantee, followed by successful acceptance & hand-over of the facility, related auxiliary systems & spares to the OWNER of Primary NOx Control in Boilers to meet up new emission norms at 3 units of 660 MW at Talwandi Sabo Power Limited, Mansa, Punjab, done as specified in the Instructions to bidders document TN/CM/TSPL/2018-19/ITB/NOx-Control as well as the Contract WHEREAS..... (Bidder/Contractor's Name) submitted its technical proposal vide its Letter No. .... dated..... based on the association of M/s ..... (Collaborator) AND WHEREAS it is a condition for the award of contract to..... (Bidder/Contractor's Name) that..... (Bidder/Contractor's Name) and its collaborator M/s ..... would be jointly and severally bound and shall be responsible to the OWNER for the successful performance of the facility, fully meeting the parameters guaranteed as per the OWNER's specifications in terms of the Contract. NOW, THEREFORE, THIS UNDERTAKING witnessed as under:

1. That consideration of the award of Contract by the OWNER (hereinafter referred to as the 'Contract') we, the Collaborator and BIDDER/CONTRACTOR do hereby declare and guarantee that we shall be jointly and severally bound unto to Talwandi Sabo Power Limited (OWNER) for the successful performance of facility, fully meeting the guaranteed parameters as per the contract and further shall be fully responsible for the correctness of design, engineering, project management, procurement, manufacture, supply, transportation to site, handling & storage at site, construction, erection, testing & commissioning, initial operation, reliability & trial operation, performance guarantee, followed by successful acceptance & hand-over of the complete Primary NOx Control in Boilers, related auxiliary systems & spares to the OWNER in accordance with the Contract specifications. Further, we, the Collaborator and the BIDDER/CONTRACTOR hold ourselves jointly and severally responsible for the timely execution of all activities in accordance with the contract.
2. Without prejudice to the generality of the undertaking in para - 1 above, the methods of achieving the objectives set forth above shall be as follows:

(a) The Collaborator shall be responsible for the preparation of all design, design calculation and manufacturing drawings for the equipment and shall provide all additional necessary technical assistance to..... (Bidder/Contractor's Name) for the portion of the work to be performed by..... (Bidder/Contractor's Name) in India. Further the Collaborator shall extend their quality surveillance to..... (Bidder/CONTRACTOR's Name) during manufacture at BIDDER/CONTRACTOR's work and/or at the OWNER's project site. Without prejudice to the overall responsibility of the Collaborator as to the successful commissioning and performance of the facility, the Collaborator shall visit (through his technical experts) from time to time to the BIDDER/CONTRACTOR's works/ OWNER's site to provide necessary technical assistance to the BIDDER/CONTRACTOR.

(b) The Collaborator will be fully responsible for the quality of manufacture and the timely delivery of all the major equipment / main assembly /components manufactured at his works or at his BIDDER/CONTRACTOR's work for incorporation in the facility as per the Contract Schedule.

(c) The BIDDER/CONTRACTOR shall be responsible to manufacture that portion of the equipment to be manufactured at his works or at the Sub-Contractor's works as per the Collaborator's design and the Collaborator's quality acceptance level. Further the BIDDER/CONTRACTOR shall supervise the erection, commissioning and carry out the Take Over Test and Long Term Performance Test of the equipment as per the contract in accordance with the Collaborator's advice, procedure and guidance.

3. In the event of any breach in the performance of the obligations set forth above, we the collaborator and the BIDDER/CONTRACTOR, shall jointly and severally pay the loss or damage to the OWNER on his demand. Further, we the Collaborator and the BIDDER/CONTRACTOR, jointly and severally undertake to pay to the OWNER the liquidated damages arrived at in accordance with the provisions of the Contract, in the event of any delay in facility completion or in event of not meeting up the performance guarantee without any demur, reservations, protest and recourse. Further, any extension of time, relaxation or indulgence by the OWNER to the BIDDER/CONTRACTOR or Collaborator shall not prejudice the rights of the OWNER under this undertaking against the Collaborator and the BIDDER/CONTRACTOR.
4. We, the Collaborator and the BIDDER/CONTRACTOR agree that this undertaking shall be irrevocable and further agree that this undertaking shall continue to be enforceable till the end of warranty claim period & latent defect claim period under the Contract. We further agree that this undertaking shall without prejudice to the various liabilities of the BIDDER/CONTRACTOR including his Contract Performance Guarantee as well as his other obligations in terms of the Contract.

IN WITNESS WHEREOF the Collaborator and the BIDDER/CONTRACTOR have through their authorised representatives executed this Undertaking and affixed common seals of their respective companies, on the day, month and year first abovementioned.

**For Collaborator**

**For BIDDER/CONTRACTOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Designation in Block Letters)  
(Seal of the Company)

\_\_\_\_\_  
(Name & Designation in Block Letters)