



# MADHYA PRADESH POWER GENERATING CO.LTD.

(A wholly owned Company of Govt. of MP)

## OFFICE OF THE EXECUTIVE DIRECTOR(PRG) SHED NO. 1 & 2 RAMPUR, JABALPUR,INDIA

Detailed “**Qualification Requirement & Eligibility Criteria**”

In continuation to RFQ Notice no. **07-01/STPS-Extn/7118/RFQ/ICB 04** invited on ICB basis  
For

**Balance of Plant package for 2x250 MW Satpura Extn. Unit # 10 &11**  
(Tender specification No.MPPGCL/PRG/STPS-EXT/ICB/04)

### 1. Documents to be submitted: -

- 1.0 Bidders are required to furnish following documents for pre-qualification in five copies and an application with requisite fee for tender document along with their Pre-Qualification Bid.
- 1.1 **Bidder to categorically indicate the Clause No [2.1 (i)(a) or 2.1(i)(b)] under which he considers himself qualified & submit evidence for the same.**
- 1.2 List of orders executed by him along with copies of orders to prove their qualifications as mentioned above.
- 1.3 Documents of company profile incorporating technical man power, financial strength, resources, organization and experience to undertake such jobs as an evidence of their capacity to the satisfaction of MPPGCL. Details may be furnished in enclosed **Annexure -I.**
- 1.4 Past Performance Certificates clearly indicating date of completion from the competent authority in respect of such completed contract(s). Details of similar projects successfully completed may also be furnished in enclosed **Annexure-II.**
- 1.5 The Bidders should submit Five (5) copies of their profit and loss account and audited balance sheet for each of the last three- (3) years along with the copies of Income tax return filed.

### 2. The Bidder should meet the qualifying requirements stipulated herein under and submit end User's certificate to establish his credentials:

- 2.1.(i) The bidder should have executed contracts on engineering, procurement and construction (EPC) basis for at least one no. coal based/lignite based/gas based combined cycle power plant of installed capacity not less than 100 MW which has been commissioned during the last 10 years and has been in successful operation for at least one year as on 7 days prior to the date of opening of the RFQ bid. The scope of work of such reference plant should have necessarily included engineering, supply, installation (with all associated mechanical, electrical, civil and structural works), testing and commissioning on turnkey basis of either:
  - (a) Main power plant equipment (Boiler - Turbine-generator or Gas Turbine- HRSG - STG) with all associated integral auxiliaries
  - Or
  - (b) Coal/lignite handling plant, ash handling plant, cooling tower and water system (water treatment/waste water treatment, DM plant and circulating water system) of a coal / lignite based power plant. Experience of these BoP packages in industries (of Steel plant, Aluminum, Zinc or Copper plant/Gas or Nuclear plant/Municipal water treatment & distribution) of capacity equivalent to that indicated in the enclosed Annexure III for individual BoP package.
- (ii) Alternatively , the bidder shall be a joint venture company incorporated in India and registered under the Companies Act 1956, provided that eligibility criteria mentioned at para 2.1 (i) above is met by one of the promoters or jointly by more than one promoter. Each promoter company on the basis of whom the joint venture company gets qualified shall have minimum 26% equity in the JV Company. The equity shall be locked in at least for a period of 5 years from date of bid opening or till the completion of the warranty period of the project whichever is later. The bidder and the promoter company (ies) on whose

strength the JV Company is qualified shall be jointly and severally liable for the execution of the contract and an undertaking (as per **Annexure –IV**) to this effect shall be submitted along with the bid. In case of award, the said promoter company(ies) shall be required to give separate on demand bank guarantee for an amount equal to 1% of the total contract price in addition to the contract performance guarantee of 10% of contract value to be furnished by the JVC. The JVC partner on whose experience the qualification is sought shall not be allowed to bid independently or as a member in a consortium for this bid.

2.2 The bidder can submit the bid in his individual capacity or in consortium with other partner(s). In case of consortium, number of consortium partners should be limited to five (5) and all consortium partners should jointly meet the requirement of Clause 2.1(i)(b) above. International consortium partner is also acceptable. One of the consortium partners shall be the consortium leader. The consortium leader should either have executed any one of the items of Para 2.1(i)(b) or EPC projects in the area of power, steel, fertilizer or any other process industry of contract value of at least Rs.200 crore (for projects up to 1200 MW). The consortium partners shall be jointly and severally responsible for the execution of the contract. The consortium agreement (as per enclosed format in **Annexure-V**) shall be furnished clarifying the split up of scope between consortium partners. Any of the members in a bidding consortium shall not separately participate as an independent bidder or as a member of any other consortium or as a promoter of JV company in the same bidding process.

The performance bank guarantee shall be as under:

- i) In case of individual firm including JVC: 10% of contract value.
- ii) In case of consortium comprising 2 or more members (leader + one or more consortium partners): Total performance bank guarantee (PBG) shall be 15% of contract value which shall be divided between consortium leader and consortium partners as under:
  - Consortium leader shall give PBG for at least 10% of contract value.
  - Balance 5% PBG shall be divided between consortium leader and consortium partners at the discretion of consortium leader. However, each consortium partner shall give PBG for at least 1% of total contract value.

2.3 The average annual turnover of the bidder/consortium leader should be at least Rs. 400 crore during the preceding three consecutive years. Net worth of the bidder/consortium leader as on the last day of the preceding financial year shall not be less than 100% of the paid up share capital. In case JVC do not meet this requirement, the financial capability (average annual turnover) of at least one of the JVC partners on whose experience the qualification is sought shall meet the above turnover requirement.

2.4 The bidder shall comply with the following criteria for selection of sub- contractor:

- i) Sub- contractors to be appointed by the successful bidder for executing various systems should have executed at least one project of similar type of capacity as per **Annexure- III** (for individual BoP package) which should be in successful operation for at least one year as on 7 days prior to the date of opening of the bid. The selection of sub-contractor by the successful bidder shall be subject to approval of the Owner/Employer.
- ii) The major equipments to be supplied shall be sourced from reputed manufacturers who have supplied minimum one number of such equipment of at least 75% of specified capacity during last five years from the date of bid opening which should be in successful operation for at least one year as on 7 days prior to the date of opening of the bid. In order to adjudge the acceptability of sub-vendor, following documents are required to be submitted:-
  - Actual User certificates from NTPC/SEBs/Other Utilities/Industries & supporting documents viz type test reports, as applicable for equipments/systems of similar design & rating and list of past experience, establishing the proven ness of the Systems / Plants / Equipments / Auxiliaries / Bought out items.

- All necessary data such as type, design, make, capacity, duty conditions, date of commissioning / operation, etc.
3. The bidder shall provide satisfactory evidence that he and/ or, where applicable, the consortium members/joint venture partners
    - i) does/do not anticipate a change in ownership during the proposed period of execution of work (if such a change is anticipated, the scope and effect thereof shall be defined).
    - ii) have adequate financial stability and status to meet the financial obligations pursuant to the works covered in the bidding documents.
    - iii) have adequate capability and capacity to perform the work properly and expeditiously within the time period specified. The evidence shall specifically cover, with written details, the installed manufacturing and/or fabrication capacities to meet the requirements appropriate to the works covered in his bid. The details of alternative arrangements to be organized by the bidder for this purpose and which shall meet the Employer's approval, shall be furnished.
    - iv) have an adequate field service organization to provide the necessary field erection and management services required to successfully erect, test and commission the equipment/system as required by the bidding documents.
  4. A certificate for satisfactory execution along with completion certificate from the owner of plant or the main contractor/ supplier to whom the owner of plant has awarded the contract for the reference works, shall be required to be furnished by the bidder along with his pre-qualification bid in support of his claim of meeting the said qualification requirement. However, a certificate from the owner of the plant either issued in the name of the bidder/ any of the consortium partners/Promoters of Joint Venture Co. for the reference plant shall also be furnished by the bidder for the successful operation of the plant for a period of at least one (1) year as on 7 days prior to the date of bid opening.
  5. The bidder declared qualified by MPPGCL shall be required to submit Bid Security amounting to Indian Rs 100 million or equivalent US \$ at the time of submission of their main bid (Technical, Commercial & Price Bid).
  6. MPPGCL reserves all rights to withdraw the invitation of bid at any stage or reject any bid without assigning any reason whatsoever and in such cases no bidder shall have any claim arising out of such action.
  7. Notwithstanding anything stated above, the Owner reserves the right to assess the capabilities and capacity of the bidder/his sub-vendors / /manufacturers / sub-contractors to perform the contract, should the circumstances warrant such assessment in the overall interest of the Owner.
  8. The bidder shall be required to keep his offer valid for acceptance for at least 180 days from the date of bid opening.
  9. Nodal address along with phone, fax, E-mail and address for correspondence.
    - (i) Nodal Address:  
Officer On Special Duty – ED(PRG)  
Madhya Pradesh Power Generating Co. Ltd, (MPPGCL)  
Shed No.1&2, Rampur Jabalpur (M.P.)- 482008  
INDIA Ph- 0091-761- 2665133  
Fax No. 0091-761- 2665133
    - (ii) Website address: [www.mppgenco.nic.in](http://www.mppgenco.nic.in)
    - (iii) E-mail ID: [edprgmpeb@yahoo.com](mailto:edprgmpeb@yahoo.com) or [edprgmpeb@rediffmail.com](mailto:edprgmpeb@rediffmail.com)

**Note: Please visit our website regularly for up-date, if any.**

**(Y.K. RASTOGI)**  
**OFFICER ON SPECIAL DUTY – ED(PRG)**  
**MPPGCL : JABALPUR**

**GENERAL, FINANCIAL & COMMERCIAL PARTICULARS OF THE BIDDER**

- 1.0 Name & Communication details :
  - 1.1 Full legal name of candidate firm :
  - 1.2 Registered Office address :
  - 1.3 Telephone/Mobile :
  - 1.4 E-Mail :
  - 1.5 Telefax :
  - 1.6 Person to be contacted :
- 2.0 Nature/Status of bidder firm/Consortium:  
(Whether sole Proprietary/ Partnership/Joint venture  
Private Limited/Public Limited/Public Sector)

***(In case of JVC, copy of JV agreement meeting the qualification requirement be submitted)***

- 3.0 Do you anticipate change in the Ownership during proposed period of work. Yes/No  
If yes, define scope and effect thereof.

4.0 Financial Details

- 4.1 Enclosed 5 copies each of :
  - (a) Balance Sheets and Profit & Loss Accounts for past 3 years :
  - (b) Income tax clearance/ Return certificate :  
duly attested by gazetted officer of the Govt. for past three years.
- 4.2 Share capital at the time of formation:
  - (a) Authorised :
  - (b) Paid-up :
- 4.3 Share Capital at present
  - (a) Authorised :
  - (c) Paid-up :
- 4.4 Annual Turn over for past 3 years
- 4.5 projected turnover for :  
the current year & next year
- 4.6 Name & address of Bankers :
- 5.0 Give adequately detailed write-up on –
- 5.1 Design and Engineering organisation :  
and facilities/capabilities.

Date:  
Place:

(SIGNATURE)  
on behalf of  
M/s .....  
Company's Seal:

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**DETAILS OF SIMILAR PROJECTS SUCCESSFULLY COMPLETED**

1. Brief Description of the firm:
2. Outline of recent experience on assignments of similar nature:

| S No | Name of Project | Capacity of Unit | Scope of engineering, supply, erection, testing & commissioning | Order details and amount | Schedule Completion date | Actual Completion date | Date of commissioning | Unit in service for minimum last one years Yes/No | Experience certificate attached as per clause 4 above Yes/No |
|------|-----------------|------------------|---|--------------------------|--------------------------|------------------------|-----------------------|---|--|
| 1    | 2               | 3                | 4   | 5                        | 6                        | 7                      | 8                     | 9   | 10   |
|      |                 |                  |   |                          |                          |                        |                       |   |  |

**NOTE:**

1. Please attach certificates from the utilities by way of documentary proof.
2. Regarding Col.4, please attach the details of supply/works included under each assignment.
3. Regarding col. 10, documentary evidence from the client for satisfactory completion & from the owner for the successful operation of one (1) year shall be enclosed.
4. **Please attach only relevant work details/ certificates.**

(SIGNATURE)  
on behalf of

M/s .....

Company's Seal:

Date:

Place

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**Qualifying capacity for various Critical Equipment/Auxiliaries/Systems for selection of Sub-contractor / Vendor**

**1 For Coal Handling Plant:-** Sub contractor should have executed one number integrated bulk material handling plant of minimum 500,TPH of coal, other minerals or cement of equivalent volumetric capacity (essentially comprising of conveying and crushing) including mechanical and electrical works involving design, manufacture/procurement, supply, erection, testing & commissioning which has been commissioned during last ten years which has been in successful operation for at least one year as on 7 days prior to the date of opening of the RFQ bid

OR

Sub contractor who has only conveying experience of any material should have collaborated with design agency having experience of designing the conveying plus crushing plant of required capacity for coal or equivalent volumetric capacity for other minerals and whose designed plant is also in successful operation in cement/other mineral industry for at least one year as on 7 days prior to the date of opening of the bid.

**2 For Ash Handling Plant:-**

2.1 Sub contractor should have executed at least one ash handling plant during last 10years involving design, engineering, manufacture/procurement, supply, erection and commissioning comprising the following systems which should be in successful operation for at least one year as on 7 days prior to the date of opening of the bid:

a. Bottom ash handling system comprising jet pump system in conjunction with water impounded bottom ash hopper or scraper conveyor system designed capacity of 64 TPH (dry ash basis) or more for pulverized coal fired boilers

And

b. Pneumatic fly ash handling system for conveying fly ash from ESPs by either pressure conveying system or vacuum conveying system designed for capacity of the plant in 45 TPH per stream and pneumatic fly ash transportation system for transporting fly ash over distance of not less than 500M including fly ash storage silos.

And

c. Wet type ash (bottom ash & fly ash) disposal system comprising ash slurry pumps and piping designed for capacity of 475 TPH

2.2 Sub-contractor who is a supplier of ash handling systems but does not meet the requirements under para 2.1 above in full can also participate provided he has executed at least the following systems of ash handling plant involving design, engineering, manufacture, supply, erection and commissioning:

(a) Bottom ash handling system comprising either a jet pump system in conjunction with water impounded Bottom Ash Hopper or submerged scraper chain conveyor system or dry bottom ash system.

(b) Fly Ash Handling System for conveying fly ash from ESPs in dry form (involving pneumatic conveying systems of vacuum or pressure type) or in wet (slurry) form.

The systems mentioned at 2.2 (a) and (b) above should be in successful operation in at least one (1) plant for at least one (1) year during the last 10 years as on 7 days prior to the date of opening of the bid and should have been installed for pulverized coal fired boiler units generating not less than 40 TPH of ash per boiler.

And

Collaborate(s)/associate(s) with party(ies) who meet(s) either the total requirement or the balance part under clause 2.1 above which the bidder himself is not able to meet.

- 3 For Natural Draft Cooling Tower:- Sub contractor should have designed, constructed and commissioned during last 5 years at least one number natural draft cooling tower in RCC construction, with cooling water flow not less than 18000CuM/hr. capacity which is in successful operation for at least one year as on 7 days prior to the date of opening of the bid.
- 4 For DM Plant:-Sub contractor should have designed, supplied, erected and commissioned during last 10 years at least one number DM plant of minimum capacity of 60CuM/hr consisting of maximum two streams capable of producing outlet water quality with silica and conductivity not more than 0.02 ppm as SiO<sub>2</sub> and 0.2 micro mho/cm respectively which is in successful operation for at least one year as on 7 days prior to the date of opening of the bid
- 5 For Pre-treatment Plant:- Sub-contractor should have executed during last 10 years contracts for design, supply, erection and commissioning of at least one number water treatment/waste water treatment plant (including civil works), each with a total capacity of at least 1000 CuM/hr. comprising of clarifiers/tube settlers/thickeners or a combination thereof. The plant should be in successful operation for at least one year as on 7 days prior to the date of opening of the bid.
- 6 For ETP:- Sub-contractor should have executed during last 10 years contracts for design, supply, erection and commissioning of at least one number water treatment plant of 1000 cum/hr or waste water treatment plant of 100CuM/hr(including civil works) comprising of clarifiers/tube settlers/thickeners or a combination thereof. The plant should be in successful operation for at least one year as on 7 days prior to the date of opening of the bid.
- 7 CHIMNEY:- Sub-contractor should have designed, constructed and commissioned during last 5 years at least one number RCC chimney using slip form shuttering for at least 150m height, which is in successful operation for at least one year as on 7 days prior to the date of opening of the bid.
- 8 SWITCHYARD / SUB-STATION:- Sub-contractor should have designed, supplied, erected and commissioned at least one number 400 kV Switchyard/Sub-Station during last 10years which should be in successful operation for at least one year as on 7 days prior to the date of opening of bid.
- 9 For Other BOP systems:- The selection of sub-contractors by the successful bidder shall be subject to approval of the Owner/Employer for other BoPs not specified above. And the bidder shall also be required to submit the requisite documents for provenness of Sub-contractor for these other BoPs, who have designed, supplied, erected and commissioned at least one number particular system of 50 % capacity indicated in the tender documents which should have executed during last 10 years and which are in successful operation for at least one year as on 7 days prior to the date of opening of bid.

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**4.0 DEED of JOINT UNDERTAKING**  
(On Non-judicial stamp paper of appropriate value)

This DEED OF UNDERTAKING (the "Undertaking") is on executed this \_\_\_\_\_ day of \_\_\_\_\_ by M/s \_\_\_\_\_ a company incorporated under the \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "Promotor/Partner" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns) and M/s \_\_\_\_\_ a company incorporated under \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "Promotor/Partner" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns) and M/s \_\_\_\_\_ a Joint Venture Company incorporated in India and registered under the Companies Act 1956 and having its Registered Office at \_\_\_\_\_ (hereinafter called "Bidder" which expression shall, unless repugnant to the context or meaning thereof, include its successors administrators, executors and permitted assigns) in favour of **M.P. Power Generating Co. Ltd** incorporated in India and registered under the Companies Act 1956 and having its Registered Office at Shakti Bhavan Jabalpur.(hereinafter called "Owner/Employer" which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).

WHEREAS the Owner/Employer invited RFQ bids for Balance Of Plant (BOP) Package vide RFQ No. \_\_\_\_\_ dated \_\_\_\_\_/ Tender Specification No: MPPGL/PRG/STPS-EXT/ICB/04 for design, engineering, manufacture, supply, erection, testing and putting into satisfactory operation of Balance Of Plant (BOP) Package of Owner's proposed **2x250 MW Satpura TPS Extension Units 10 & 11** at Sarni, Distt Betul. M.P, India (hereinafter referred to as "Project) on EPC basis (hereinafter referred to as the Invitation to Bid)".

AND WHEREAS the Bidder is submitting its proposal in response to the aforesaid invitation to BID for the Plant against the RFQ for the Balance of Plant.

AND WHEREAS the RFQ Documents stipulate that bidding is open to a bidder who meets the requirements at Clause 2 of "Qualification Requirement & Eligibility Criteria" of the RFQ.

AND WHEREAS one of the promoters or jointly by more than one promoter of Joint Venture Company fully meets the Qualifying Requirements stipulated in the RFQ Document.

AND WHEREAS the RFQ Document stipulates that if the bidder is a Joint Venture Company between promoter company(ies) meeting the requirements, the bidder shall provide alongwith the bid, an undertaking as per this format in which the partners/promoters in the Joint Venture company are jointly and severally liable to the Owner/Employer to perform all the contractual obligations.

AND WHEREAS it is a requirement of the RFQ documents that the Bidder and the promoter company(ies) are required to jointly execute and furnish along with the bid, an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Owner/Employer to perform all the contractual obligations for achieving

successful performance of the Balance of Plant(s) for which the Joint Venture Company has been entered into [hereinafter called the "Plant(s)"], fully meeting the parameters guaranteed for the aforesaid relevant plant(s) of the complete system as per the bid specifications, in the event the Bid is accepted by the Owner/ Employer, resulting in a Contract (hereinafter called the "Contract").

**NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:**

1. That in consideration of the Award of the Contract by the Owner/Employer to the Contractor, we the promoters and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Owner/Employer for the successful performance of the plant(s) such that it fully meets the guaranteed parameters required as per the Contract specification.
2. In case of any breach of the Contract committed by the Contractor, we the Promoter(s) do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of plant(s) and undertake to carry out the Contractor's obligations and responsibilities stipulated in the contract. Further if the Owner/Employer sustains any loss or damage on account of any breach of the Contract, we the Promoter(s) jointly and severally undertake to promptly indemnify, and pay such loss/damages caused to the Owner/Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

This is without prejudice to any rights of the Owner/Employer against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Owner/Employer to first proceed against the Contractor before proceeding against the Promoter(s), nor any extension of time or any relaxation given by Owner/Employer to the Contractor shall prejudice any rights of the Owner/Employer under this Deed of Joint Undertaking to proceed against 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) The Contractor and Promoter(s) will be fully responsible for design, engineering, supply, installation, putting into satisfactory operation and carrying out the tests for relevant plant(s) to the satisfaction of the Owner/Employer. Further, the Promoter(s), shall depute their technical experts from time to time to the Contractor's works/Owner/ Employer's project site as required by Owner/Employer and agreed to by the Contractor and the Promoter(s) to facilitate the successful performance of the plant as stipulated in the aforesaid Bidding Documents. Further, the Promoter(s) shall ensure proper design, engineering, manufacture, installation, testing and successful performance of the plant in accordance with the Contract Specifications and if necessary the Promoter(s) shall advise the Contractor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.
  - (b) In the event the Promoter(s) and the Contractor fail to demonstrate successful performance of the plant as set forth in paragraph 1 above, the Promoter(s) and the Contractor shall promptly carry out all the measures at their own expense and shall promptly provide corrected design to the Owner/employer.
  - (c) Implementation of the corrected designs and all other necessary repairs, replacements, rectification or modifications to the plant and payments of financial liabilities, penalties and any other obligations as provided under the Contract shall be the joint and several responsibilities of the Contractor and Promoter(s).

4. We, the Contractor and the Promoter(s) do hereby undertake and confirm that this Undertaking shall be irrevocable and shall not be revoked till the expiry of defect liability/warranty period of the Plant under the Contract and further stipulate that the Undertaking herein contained shall terminate upon satisfactory completion of such warranty/ defect liability period. We further agree that this Undertaking shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Guarantee as well as other obligations of the Contractor in terms of the Contract.
5. The Contractor and Promoter(s) will be fully responsible for the quality of all the equipment/main assemblies/components manufactured at their works or at their Vendors' works or constructed at site, and their repair or replacement, if necessary, for incorporation in the Plant equipment and timely delivery thereof to meet the completion schedule under the Contract.
6. In case of award, the said promoter company(ies) shall be required to give separate Bank Guarantee for an amount equal to 1% of the total contract price in addition to the contract performance guarantee of 10% of contract value to be furnished by the Contractor for the Contract signed between the Contractor and MPPGCL and it shall be towards guaranteeing the faithful performance/compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The Bank Guarantee shall be unconditional, irrevocable and valid for entire period of contract till end of the Defect Liability period of the plant under the Contract. The bank guarantee amount shall be promptly paid to the Owner/Employer on demand without any demur, reservation, protest or contest.
7. This Deed of Undertaking shall be construed and interpreted in accordance with the Laws of India and only the competent Courts in Jabalpur M.P. India shall have exclusive jurisdiction.
8. We, the Promoter(s) and the Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this undertaking shall continue to be enforceable till the successful completion of Contract.
9. That this Deed shall be operative from the effective date of the Contract.

IN WITNESS WHEREOF, the Promoter(s) and the Contractor, through their authorized representatives, have executed these present and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

WITNESS

\_\_\_\_\_  
(Signature , Name and address)

WITNESS

\_\_\_\_\_  
(Signature , Name and address)

For M/s .....  
(Promoter(s))  
(Signature of Authorised Representative).....  
Name.....  
Designation.....  
Common Seal of the Company.....  
For M/s .....  
(Contractor)  
(Signature of Authorised Representative).....  
Name.....  
Designation.....  
Common Seal of the Company.....

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(On Non-Judicial Stamp Paper of INR 100)

FORMAT FOR JOINT DEED OF AGREEMENT AMONG THE BIDDING CONSORTIUM  
PARTNERS

**FORM OF JOINT DEED AGREEMENT BETWEEN**

**(1)M/s..... , (2)M/s..... ,**  
**(3)M/s..... , (4)M/s..... AND (5)M/s.....**

**FOR BALANCE OF PLANT PACKAGE (BOP)  
OF 2X250 MW SATPURA TPS EXTENSION UNITS 10 & 11**

AS PER CLAUSE No. 2.2 OF "Qualification Requirement & Eligibility Criteria" of the  
RFQ [TENDER DOCUMENT NO. **MPPGCL/PRG/STPS-EXT/ICB/04**]

This Joint Deed Agreement executed on this.... day of.....Two thousand...  
..... between M/s.....,a  
company incorporated under the .....and  
having its Registered Office at (hereinafter called the "Lead Partner"( Bidder) , which  
expression shall include its successors, executors and permitted assigns) and M/s.....,  
a Company incorporated under the ..... and having its Registered Office at ... ..  
(Hereinafter called the "Partner-1", which expression shall include its successors,  
executors and permitted assigns) and M/s....., a company incorporated  
under the ..... and having its Registered Office at (hereinafter called the  
"Partner-2", which expression shall include its successors, executors and permitted  
assigns), and M/s..... .., a company incorporated under the ..... .. and  
having its Registered Office at (hereinafter called the "Partner-3", which expression shall  
include its successors, executors and permitted assigns) and M/s..... .., a  
company incorporated under the ..... .. and having its Registered Office at  
(hereinafter called the "Partner-4", which expression shall include its successors,  
executors and permitted assigns) (*The Bidder Consortium should list the details of all the  
Consortium Members*) for the purpose of making a Bid and entering into the Contract (in  
case of award) to be hereinafter referred to as the Contract, against RFQ Document No.  
(-----) for the Project of MADHYA PRADESH POWER GENERATING CO.LTD.  
(MPPGCL), a wholly owned company of Govt. of MADHYA PRADESH incorporated  
under the Companies Act, 1956 and having its Office at Shakti Bhavan, Rampur, Jabalpur,  
(MP) - 482008 (hereinafter called the "Employer", which expression shall include its  
successors, administrators, executors and permitted assigns).

WHEREAS the Employer invited RFQ bids for Balance of Plant package for 2 x 250  
**MW Satpura TPS Extension Units # 10 &11 at Sarni. Distt. Betul, M.P., India** for  
design, engineering, manufacture, supply, transportation to site, erection, testing and  
putting into satisfactory operation of BOP package on EPC basis alongwith performance  
Guarantee test (hereinafter refer to as "Project").

AND WHEREAS the RFQ Documents stipulate that bidding is open to a bidder who meets  
the requirements at Clause 2 of "Qualification Requirement & Eligibility Criteria" of the RFQ.

AND WHEREAS M/s ..... is submitting its proposal in response to the Invitation for  
RFQ by the Employer bearing no:**07-01STPS-EXT / 7118 / RFQ/ ICB04** dtd 05/12/2009  
for the Balance of Plant Package for **2x250 MW Satpura TPS Extension Units # 10  
&11.**

AND WHEREAS M/s.....(**Bidder / Lead  
Partner**), who is an EPC contractor of.....package and  
fully meet the qualifying requirements as specified in Cl. 2.of"**Qualification Requirement**"  
of the RFQ document, desire to associate with M/s .....(hereinafter referred to as  
**Partner-1**) who is an EPC contractor of -----package and fully  
meet the qualifying requirements as specified in Cl.2. of"**Qualification Requirement**" of the  
RFQ document and; M/s ..... (hereinafter referred to as **Partner-2**) who is an EPC

contractor of -----package and fully meet the qualifying requirements as specified in Cl.2. of “Qualification Requirement” of the RFQ document and; M/s ..... (hereinafter referred to as **Partner-3**) who is an EPC contractor of-----package and fully meet the qualifying requirements as specified in Cl.2. of “Qualification Requirement” of the RFQ document and; M/s .....(hereinafter referred to as **Partner-4**) who is an EPC contractor of -----package and fully meet the qualifying requirements as specified in Cl.2. of “Qualification Requirement” of the RFQ document and the Bidder and the Partners are required to jointly execute and furnish alongwith the bid an irrevocable Deed of Joint Agreement and be jointly and severally responsible and bound unto the Employer for successful performance of the BOP package including all its associated auxiliaries and ancillaries to make the plant complete and liable to perform all contractual obligations for the BOP EPC Package at **Satpura TPS, Sarni** fully meeting the guaranteed parameters and characteristics as per Tender Documents in the event the Bid is accepted by the Employer resulting in a Contract.

AND WHEREAS AS PER CLAUSE No. 2.2 OF “Qualification Requirement” of the RFQ document stipulates that the Bidder qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Joint Deed of Agreement in a format specified by the Employer wherein the Consortium Partners have to furnish specific agreement clarifying the split of scope between consortium partners in the envisaged Project.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the award of the Contract by the Employer to the Contractor, we the Partners and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of the Balance of Plant (BOP) package including all its associated auxiliaries and ancillaries to make the plant complete and shall be liable to perform all contractual obligations as specified under the said contract to the satisfaction of the Employer.
2. That in case of any breach of the Contract committed by the Contractor, we the Partners do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of Balance of Plant (BOP) package including all its associated auxiliaries and ancillaries and undertake to carryout all the obligations and responsibilities under this Deed of Agreement in order to discharge that Partner’s obligations and responsibilities stipulated in the Contract. Further, if the Employer sustains any loss or damage on account of any breach of the Contract, we the Partner(s)/contractor(s) jointly and severally undertake to promptly indemnify and pay such loss/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

This is without prejudice to any rights of the Employer against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Partner(s), nor any extension of time or any relaxation given by the Employer to the contractor shall prejudice any rights of the Employer under this Deed of Agreement to proceed against the Partner(s)/Contractor.

3. Without prejudice to the generality of the Agreement in paragraph 1 above, the manner of achieving the objective set-forth in paragraph-1 above shall be as follows :
  - a. The Partners will be fully responsible for engineering, design, supply, erection, putting into satisfactory operation and carrying out the performance guarantee testing of the entire Balance of Plant (BOP) package including all its associated auxiliaries and ancillaries under the Contract to the satisfaction of the Employer.

Further, the Partner(s), shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by the Employer and agreed to by Contractor/Partners to facilitate the successful performance of the Plant as stipulated in the Tender Documents.

Further, Partner(s) shall ensure proper design, engineering, manufacture, erection, testing and successful performance of the Balance of Plant (BOP) package including all its associated auxiliaries and ancillaries under the said Contract in accordance with bid documents and if necessary the Partner(s) shall advise the Contractor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

- b. In the event the Partner(s) and the Contractor fail to demonstrate successful performance of the Balance of Plant (BOP) package including all its associated auxiliaries and ancillaries as set forth in paragraph 1 above, the Partner(s) and the Contractor shall promptly carry out all the corrective measures at their own expense, and shall promptly provide corrected design to the Employer.
  - c. Implementation of the corrected design and all other necessary repairs, replacements, rectifications or modifications to the plant and payment of financial liabilities, penalties and all other contractual obligations as provided under the Contract shall be the joint and several responsibility of the Contractor and Partner(s).
4. We, the Contractor and the Partner(s) do hereby undertake and confirm that we will be jointly and severally responsible for satisfactory execution and completion till Performance testing of complete Balance of Plant package for for 2 x 250 **MW Satpura TPS Extension Units # 10 & 11** , however the split of scope amongst / between the Partners and their respective shares will be as stated hereunder :
- 1.M/s.....as Lead Partner/Bidder will execute.....Package(s) with.....percent of total Contract price (percentage to be notified along with submission of offer).
  - 2.M/s.....as Partner-1 will execute .....Package(s) with.....percent of total Contract price (percentage to be notified along with submission of offer).
  - 3.M/s.....as Partner-2 will execute ..... Package(s) with.....percent of total Contract price (percentage to be notified along with submission of offer).
  - 4. M/s.....as Partner-3 will execute..... Package(s) with.....percent of total Contract price (percentage to be notified along with submission of offer).
  - 5. M/s.....as Partner-4 will execute ..... Package(s) with.....percent of total Contract price (percentage to be notified along with submission of offer).
5. We, the Contractor and the Partner(s) do hereby undertake and confirm that this Agreement shall be irrevocable and shall not be revoked till the expiry of the specified warranty period of the Balance of Plant under Contract and further stipulate that the Agreement herein contained shall terminate upon satisfactory completion of such warranty period. We further agree that this Agreement shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Guarantee as well as other obligations of the Contractor in terms of the Contract.

- 6. The Contractor and Partner(s) will be fully responsible for the quality of all the equipment/main assemblies/components manufactured at their works or at their Vendors works or constructed at site, and their repair or replacement, if necessary, for incorporation in the plant, and timely delivery thereof to meet the completion schedule under the Contract.
- 7. Total performance bank guarantee (PBG) shall be 15% of contract value which shall be divided between consortium leader and consortium partners. Consortium leader shall give PBG for at least 10% of contract value. Apart from the leader's Performance Bank Guarantee, the Partner(s) shall also furnish balance 5% PBG which shall be divided between consortium leader and consortium partners at the discretion of consortium leader. However, each consortium partner shall give PBG for at least 1% of total contract value in favour of the Employer in a form acceptable to Employer and it shall be guaranteed towards the faithful performance/compliance of this Deed of Agreement in accordance with the terms and conditions specified herein. The bank guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, i.e., till the end of the warranty period of the plant under the Contract. The guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.
- 8. This Deed of Agreement shall be construed and interpreted in accordance with the laws of India and only the competent court in Jabalpur shall have exclusive jurisdiction.
- 9. We, the Partner(s) and the Contractor agree that this Agreement shall be irrevocable and shall form an integral part of the Contract. We further agree that this Agreement shall continue to be enforceable till the successful completion of contract and till the Employer discharges it.
- 10. The Lead member is hereby authorised by the members of Consortium / Partners to the Joint Deed Agreement to bind the consortium and receive instructions for and on their behalf.
- 11. That this Deed shall be operative from the effective date of the Contract.

IN WITNESS WHEREOF, the Partner(s) and the Contractor through their authorised representatives, have executed these present and affixed common seal of their respective companies on the day, month and year first mentioned above.

For M/s .....  
(Partner-1)

WITNESS :

1. (Signature of the Authorised representative)

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

Common Seal of the Company

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For M/s .....  
(Partner-2)

WITNESS :

1.

(Signature of the Authorised Representative)

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

Common Seal of the Company

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For M/s.....  
(Partner-3)

WITNESS :

1.

(Signature of the Authorised Representative)

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

Common Seal of the Company

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For M/s .....  
(Partner-4)

WITNESS :

1.

(Signature of the Authorised Representative)

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

Common Seal of the Company

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For M/s.....  
**(Bidder / Lead Partner)**

WITNESS :

1.

(Signature of the Authorised Representative)

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

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