



IFFCO CHHATTISGARH POWER LTD.
(A JV of IFFCO and CSPHCL)

**2 x 660 MW Super Critical Thermal Power Project at Village Salka,
Block Premnagar, District Surajpur, Chhattisgarh, India**

**Request for Qualification
RFQ No ICPL/001/2012 (Modified)**

for

Selection of EPC Contractor for the above project

April, 2012

DISCLAIMER

The information contained in this Request for Qualification document (“RFQ”) or subsequently provided to Applicant(s), whether verbally or in documentary form or otherwise by or on behalf of IFFCO Chhattisgarh Power Limited (“ICPL”) or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by ICPL to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties who meet the eligibility criteria contained in this RFQ with information to assist in the formulation of their application for qualification pursuant to and in accordance with this RFQ (the “Application”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by ICPL in relation to the Project[s]. Such assumptions and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for ICPL, their employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct and each Applicant should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFQ and obtain independent advice from appropriate sources.

ICPL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages; cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFQ and any assessment, assumption or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

ICPL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that ICPL is bound to select and shortlist pre-qualified Applicants for Bid Stage or to appoint preferred bidder, as the case may be, for the Work and reserves the right to reject all or any of the Applications or Bids without assigning any reason whatsoever.

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REQUEST FOR QUALIFICATION

(INTERNATIONAL COMPETITIVE BIDDING)

- 1 RFQ No **ICPL/001/2012 (Modified)**
- 2 Project name: **2 x 660 MW Super Critical Thermal Power Project at Village Salka, Block Premnagar, District Surajpur, Chhattisgarh**
- 3 Scope of work: **Engineering, Procurement and Construction (EPC) on a lump sum, turn key basis for the complete plant inclusive of the BTG and BOP packages for two supercritical, pulverised coal-fired 660 MW units at Village Salka, Block Premnagar, District Surajpur, Chhattisgarh, India .**
- 4 Description of Invitation: **ICPL invites applications from qualified Applicants for prequalification for EPC work including Design, Engineering, Manufacture, Testing at Manufacturers Works before Despatch, Supply, Transportation to Site, Erection, Commissioning, Trial Run & Performance Testing for 2 x 660 MW coal fired units employing supercritical steam parameters on EPC basis for the Project.**
- 5 Place of work: **At Village Salka, Block Premnagar, District Surajpur, about 62 km south-west of Ambikapur, the district headquarters in Chhattisgarh, India**

-
6. Cost of RFQ document: **In Indian Rupees: Rs 12,750/- by Demand Draft**
In US Dollars: \$ 250 by Demand Draft. DD shall be drawn on any Nationalised/Scheduled Bank in favour of Iffco Chhattisgarh Power Ltd. payable at Delhi.
The Demand Drafts shall be sent by Applicants along with the response to RFQ document.
7. Last date and time for receipt of response to RFQ document **14:00 hrs. on 21st May, 2012 (the “Application Due Date and Time”)**
8. Opening of Applicant’s response to RFQ document **16:00 hrs. on 21st May, 2012**

SECTION A - INTRODUCTION

1. Background

- a. **IFFCO Chhattisgarh Power Limited (ICPL)** is proposing to set up a 2 x 660 MW pit head pulverised coal fired supercritical thermal power project at Village Salka, Block Premnagar, Surajpur district in Chhattisgarh State (the Project). ICPL is a joint venture company (JVC) between **Indian Farmers Fertilizers Co-operative Limited (IFFCO)** and **Chhattisgarh State Power Holdings Co. Limited (CSPHCL)- a successor company of Chhattisgarh State Electricity Board (CSEB)**. IFFCO has a stake of 74% and CSPHCL holds the other 26% equity. For further information about ICPL, please visit www.icplindia.in

- b. IFFCO is one of the few cash rich and successful co-operative organisations having investments in India and abroad. IFFCO is deemed to be registered as a Multi-state Cooperative Society. IFFCO is primarily engaged in production and distribution of fertilisers. IFFCO has decided to make a foray into Power Sector. For further information about IFFCO, please visit www.iffco.in/

- c. Successor Company of CSEB has installed capacity of 1924.7 MW. It is responsible for operation and maintenance of state owned generating stations as well as execution of ongoing and upcoming new power projects in the State of Chhattisgarh. For further information about CSEB, please visit www.cseb.gov.in

- d. ICPL intends to prequalify suitable Applicants who will be eligible for participation in the Bid Stage for award of the Work as briefly described in Section B hereinafter through open competitive bidding process in accordance with the procedure setout herein.

2. Introduction to Proposed Project

- a. Indian Farmers Fertilizers Co-operative Limited (IFFCO) in association with Chhattisgarh State Power Holding Co. Limited (CSPHCL), a state utility of Chhattisgarh Government, is proposing to setup through ICPL a 2 x 660 MW pit head pulverised supercritical coal fired Thermal Power Station ('Power Station') at Village Salka, Block Premnagar, District Surajpur in Chhattisgarh. ICPL has been formed and duly registered for implementing and thereafter undertaking the operation and maintenance ("O& M") of the Power Station.
- b. The power generated at the Power Station will be shared between joint venture partners viz. CSPHCL and IFFCO in 90:10 ratio. CSPHCL or its nominee will arrange distribution of its power within the State from the proposed EHV sub-station at Raipur. IFFCO shall wheel its share through the CTU/ STU grid to other states.
- c. Environmental Clearance for the Project has been obtained from Ministry of Environment and Forests.
- d. A flue gas desulphurisation (FGD) unit shall for the time being not deemed to be necessary for the proposed 2 x 660 MW project. However, the steam generator, flue gas path sections, induced draft fans and chimney shall be arranged such as to allow later easy installation of any FGD facility.
- e. Coal will be used as the main fuel. Light Diesel Oil (LDO) and Heavy Furnace Oil (HFO) will be used for warm up and flame stabilization. Coal linkage from Tara Central Coal Block for the project has already been allotted by the Ministry of Coal, Government of India.
- f. The Power Station will normally operate as base load plant.
- g. The combustion system and steam generator shall be designed to minimize generation of NO_x and particulate matter to atmosphere in order to maintain the proposed Power Station environmental friendly for the complete tenure of its life.

3. Project Description

a. Site Location

- i. The proposed Power Project shall be located at Village Salka , Block Premnagar, District Surajpur of Chhattisgarh State (the “Site”). The Site is located 62 km south-west of the district headquarters of Ambikapur and is about 10 km from National Highway– 111 (NH- 111) connecting Bilaspur, Raipur and Ambikapur. The nearest railway station is Surajpur about 40 km from the site on Central Railway. The nearest Airport is Raipur about 280 km from project Site.
- ii. The latitude, longitude and altitude of the project Site are as follows:

Latitude : 22° 56' North

Longitude : 82° 47' East

Altitude : 507 meters above Mean Sea Level

b. Land

ICPL has already acquired land measuring about 400 hectares of private land at Village Salka in District Surajpur for the Project. The land use shall be optimised.

c. Water

- i. Government of Chhattisgarh has allotted 36 million cubic meter of water on annual basis from Atem and Gej rivers along with their tributaries to ICPL.
- ii. The consumptive water requirement for the plant will be pumped through intake pump house to be constructed on the river bed of Atem river and Gej river.

d. Construction Power

Construction power at 33kV will be made available at the plant boundary by ICPL from the local Premnagar Sub-station. The Contractor has to arrange for any backup power requirements.

e. Power Evacuation

Evacuation of Power from the proposed Power Station will be done at 400 kV level. Power from the plant switchyard will be evacuated through one (1) no. double circuit line to proposed 400 kV sub-station of CSEB located at Raipur.

f. Project Execution Schedule

The first unit of 660 MW is expected to be commissioned within 44 months and second unit of 660 MW within 48 months from date of Notice to Proceed. Applicants may offer their best effort schedules.

g. Capital Structure Project Funding

The estimated capital expenditure for the proposed Project is planned with debt to equity ratio of 70:30. The debt would be financed by banks and financial institutions and the equity would be arranged by ICPL.

SECTION B – SCOPE OF WORK

The Contractor will be required to execute the entire scope of work briefly described below (the “Work”) on Fixed Price and Fixed Time Turnkey Basis.

Scope

The Contractor shall be responsible for Design, Engineering, Manufacturing, Testing at Manufacturing Works before despatch, supply, loading and unloading, storage, transportation to site, Erection, Commissioning, Testing, Trial Runs, Performance Testing of 2x660 MW power plant with supercritical parameters of pressure about 250 kg/cm² and main steam and reheat temperature up of 565 °C and 593 °C respectively at turbine inlet with sliding pressure operation

The detailed scope of work along with the specifications will be included in the Request for Proposal (RFP) document.



SECTION C– INSTRUCTIONS TO APPLICANTS

1. **Bidding Process**

- a. ICPL believes that selection of an appropriate EPC Contractor is critical for the success of the Project. Further, ICPL believes in building a stable relationship with the selected EPC Contractor for the Project. With the above objectives, ICPL intends to follow a two stage selection process (collectively the “Bidding Process”) for selection of the EPC Contractor for undertaking the work for the Project and accordingly the first stage of the Bidding Process (“Qualification Stage”) involves qualification (“Qualification”) of the interested firm, companies and consortium who meet the eligibility criteria set forth in Section D hereinafter (the “Applicants”) and the second stage involves selection of the EPC contractor from such qualified Applicants (the “Bidding Stage”). One of the objectives of the selection process is to ensure that the selection process is fair, transparent, efficient and interactive.
- b. The Qualification Stage process is designed to objectively evaluate each Application without any prejudice or bias. During Qualification Stage, Applicants will be required to furnish the information specified in this RFQ. Only those companies, firm or consortia that are pre-qualified by ICPL at the end of Qualification Stage shall be invited to submit the Bids for the Work at the Bidding Stage.
- c. Due discretion will also be exercised to protect the confidentiality of the information shared by the Applicants with ICPL.
- d. The two stages of the Bidding Process involves the following,
 - i. Qualification Stage will involve submission of Application pursuant to this Request for Qualification, evaluation of the technical competence and the financial strength of the Applicants and at the end of it ICPL expects to announce a short list of pre-qualified Applicants who will be eligible for participation in the Bidding Stage (“Bidders”); and
 - ii. Bidding Stage will involve submission of their respective Bids pursuant to the Request for Proposal (RFP) for evaluation of such of the short listed

pre-qualified Applicants based on detailed techno commercial and cost benefit analysis.

- e. In the Bidding Stage, the short listed pre-qualified Applicants at the end of the Qualification Stage i.e. the Bidders will be called upon to submit their financial offers (the "Bids") in respect of the Work, in accordance with the bidding documents comprising the Request for Proposal (the "Bidding Documents"). The Bidding Documents for the Work will be provided to every Bidder on such payment as may be set forth in the Bidding Documents. The Bids shall be valid for such period as may be prescribed by the Bidding Documents. ICPL is likely to provide a comparatively short time span for submission of the Bids for the Work. The Applicants are, therefore, advised to visit the Site and familiarise themselves with the Project.
- f. The Bidders will be required to quote the price, technical details, operating parameters etc. at the Bidding Stage. The Bids will be evaluated based on cost-benefit analysis of the proposal. The evaluation will also factor in various parameters including price, cost of spares, technical parameters such as heat rate, auxiliary power consumption etc.
- g. The Bidders will be required to source indigenously part of the scope of work amounting to at least 25% of their Bid Price and the payment for the same shall be effected in Indian Rupees.
- h. Generally, the successful Bidder shall be the [lowest] Bidder. The second [lowest] Bidder shall be kept in reserve and, (in case such [lowest] Bidder withdraws or is not selected for any reason), may be invited to match the Bid submitted by the [lowest] Bidder. In the event that the Work is awarded to the [lowest] Bidder, the second [lowest] Bidder who has been kept in reserve shall be refunded the Bid security within the period as may be prescribed in the Bidding Documents.
- i. During the Bidding Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting the Bids for the Work.

- j. All details of the process to be followed at the Bidding Stage and the terms thereof would be spelt out in the Bidding Documents.

2. Objective

- a. The objective of the RFQ is to pre-qualify from amongst the Applicants suitable prospective Bidders who have,
 - i. The technical and financial capabilities to undertake the contract on turnkey basis and
 - ii. A track record in the power industry for similar projects.
- b. The objective of the RFP is to select from such pre-qualified suitable prospective Bidders the EPC Contractor who will be awarded the Work.

3. Instructions for Submission of Applications

- a. **Scope of Application:** ICPL wishes to receive Applications, from companies, firms and consortiums meeting the eligibility criteria for Qualification set forth in Section D hereinafter, to shortlist experienced and capable Applicants for the Bidding Stage. Short listed Applicants would subsequently at the Bidding Stage be invited to submit their Bids for the Work.
- b. Each Applicant shall submit only 1 (one) Application in response to this RFQ. Any Applicant, who submits or participates in more than one Application, will be disqualified and will also cause the disqualification of each member of the Consortia of which it is a member.
- c. (i) The Applicant shall prepare one original set of the Application (including the originals/copies of documents required to be submitted pursuant to this RFQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit the required copies of the Application, marked "COPY". In the event

of any discrepancy between the original and the copies, the original shall prevail.

- (ii) The Application and its copies shall be typed or written in indelible ink. All the alterations, omissions, additions, or any other amendments made to the Application shall be initialled by the person(s) signing the Application. The Application shall contain page numbers and shall be hard bound.

d. Mode of Delivery and Application Due Date and Time: Applications can either be hand delivered or submitted by Registered Post/Courier by the Application Due Date and Time.

e Delay in Submission: The Applications must reach the designated address by the stipulated Application Due Date and Time. ICPL shall not be responsible for any delay in receipt of the Application. Application received by ICPL after the Application Due Date and Time shall not be opened and deemed to be non-responsive and shall be deemed to have been summarily rejected.

f. Modification/ substitution/ withdrawal of Applications

(i) An Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by ICPL together with such modified or substitutes Application no later than by the Application Due Date and Time. No Application shall be modified, substituted or withdrawn by the Applicant after the Application Due Date and Time.

(ii) The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in the same manner as set forth in Clauses c(i) and (ii) and 'd' above, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

(iii) Any alteration/ modification in the Application or additional information material supplied subsequent to the Application Due Date and Time,

unless the same has been expressly sought for by ICPL, shall be disregarded.

- g. **Initials:** The authorised signatory of the Applicant shall initial each page of the application. Each page of the application shall be duly stamped. (Exclusive of published documents like brochures, business reports etc.)
- h. ICPL would evaluate only those Applications that are received in the required format and complete in all respects. Incomplete Application or Application inconsistent with the requirements of this RFQ will be liable to be rejected without notice to the Applicants.
- i. **Language of Application and Correspondence:** The Application and all related communications, correspondence and information including documents shall be in writing and in English language only. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by appropriate translations of the relevant passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.
- j. Subject to Clause 'c' above request for changes in the Application submitted would not be entertained. Changes in the supplementary information/additional information to the Application documents will not be accepted after its submission.
- k. **Additional Information:** ICPL reserves the right to seek additional information from the Applicants, if deemed necessary, during the course of evaluation of the PQ-documents. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought, may be a reason for treating the Application as non-responsive.
- l. Notwithstanding anything to the contrary contained herein above, ICPL reserves the right to (i) verify the information submitted in the Application and (ii) assess the capabilities of the Applicant, its collaborator (s) /

associate(s)/JV (s) to perform the contract, should it consider that such assessment in the overall interest of ICPL is warranted.

m The Application including all information submitted by the Applicants shall be evaluated as per the Qualification criteria specified in this RFQ .

n On submission of the Application it shall be assumed by ICPL that the Applicants/all Consortium members have thoroughly read the RFQ and the Application submitted and have understood and agreed with the same. .

o The Applicant shall nominate persons (Authorised Signatory) to represent the Applicant in dealings with ICPL and shall issue required power of attorney in their favour. The power of attorney shall authorize such designated persons to perform all tasks including, but not limited to, providing information, responding to inquiries, entering into contractual commitments etc. on behalf of the Applicant. One designated person will be the primary source of contact for ICPL, and all correspondence shall be addressed / communicated to such nominated person. In case of consortium, the Applicant shall be the leader of the consortium and shall be the Applicant on behalf of the Consortium and the Authorised Signatory will be nominated by him and he shall issue the required power of attorney in such Authorised Person's favour. Such Consortium leader nominated Authorized Person shall be deemed to be authorised on behalf of all the members of the concerned consortium.

p. The Applicant shall bear all the costs associated with the preparation of the Application and its participation in the Qualification Stage, regardless of conduct or outcome of this process and no-claim, whatsoever on this account will be entertained by ICPL, and ICPL will not be liable or responsible for the same in any manner whatsoever.

q Any statement made or information furnished in response to the Request for Qualification, Request for Proposal or in any other correspondence shall be factual and true. If any information/statement is found to be incorrect or containing in the opinion of ICPL, any material misrepresentation of fact, the Application Bid will be summarily rejected.

- r. Full pertinent information that may adversely affect the performance or responsibility or ability of the Applicant or any JV/Consortium member such as ongoing litigation, financial distress, etc. shall be disclosed. It is essential that the Applicant shall disclose all such information adequately in Annexures V and VI failing which the Application Bid will be summarily rejected.

- s. Applicants not fulfilling qualifying requirements are advised not to submit their Application against this RFQ. The Application submitted by the Applicants not fulfilling the qualifying requirements may not be considered for further evaluation and will be rejected.

- t. ICPL does not bind itself to accept the lowest or any of the Bids received against RFP document and reserves the right to accept any Bid or reject any or all the Bids or to annul the Bidding Process and/or issue fresh RFQ/RFP without assigning any reasons thereof.

- u. The Application shall provide all information sought under this RFQ and shall be complete in all respects and be duly substantiated with all supporting documentation

- v. **Standard of Ethics:** It is ICPL policy to require that the Applicant shall observe the highest standard of ethics during the selection and execution of such contract. Applicants should be aware that any fraudulent or corrupt activities shall disqualify them immediately from consideration for qualification/Work for this Project,

4. Contents of RFQ

- a. The Application in original along with three copies shall be submitted. The Application should contain the following:
 - i Covering Letter for submission of Application as specified in **Annexure - I**
 - ii General Information of the Applicant and collaborator if any applying for pre-qualification as per **Annexure – II**
 - iii. Power of Attorney of the signatory for the Applicant as per the format at **Annexure –III**
 - iv. Power of Attorney for lead member of consortium as per format at **Annexure IV**
 - v. Experience of the Applicant and / or collaborator including details of the contracts of similar nature and complexity as per **Annexure – V**
 - vi. Current Contract Commitments / Works in Progress as per **Annexure – VI**
 - vii. Copy of Jt. Bidding Agreement in case of a Consortium in the format at **Annexure-VII.**
 - viii. Copy of Memorandum and Articles of Association of the Applicant, if the Application is a body corporate/Consortium member is a body corporate, and if a partnership, a copy of its partnership deed.
 - ix. Proof of Financial Capability –Applicant shall submit copies of its/each Consortium Member’s duly audited profit and loss account and balance sheet for the last three years.

5. Sealing and marking of Applications

- (a) The Applicant shall seal the original and each copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPIES”. The envelopes shall then be sealed in an outer envelope/cover/package.
- (b) Each envelope shall contain the documents listed in clause 4 above. The envelopes shall clearly bear the following identification:

“Application for Qualification for 2x660 MW Super Critical Thermal Power Project at Village Salka, Block Premnagar, in Chhattisgarh.”

(c) The outer envelope shall be addressed to:

ATTN. OF: **Mr. D.K.Srivastava,**
Deputy General Manager (Projects),
ADDRESS: IFFCO Chhattisgarh Power Ltd (ICPL).,
C/o Indian Farmers Fertilizer Co-operative Ltd.,
IFFCO Sadan,
C-1, District Centre, Saket Place,
New Delhi – 110 017. India
Tel.: +91-11 -42592762
Fax: +91-11-40593008

Email: dkrivastava@icplindia.in

(d) If the envelopes/cover/package is not sealed and marked as instructed above, ICPL assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted.

6 Address for Submission of Application

The **Application** shall reach ICPL at the following address on or before the Application Due Date and Time. Applicants are also requested to clearly mention the **Name of the Applicant** and the phrase "**Application for Qualification for 2 x 660 MW Super Critical Thermal Power Project at Village Salka, Block Premnagar, in Chhattisgarh**" on the outer envelope/cover/ package.

Mr. D.K.Srivastava,
Deputy General Manager (Project),
IFFCO Chhattisgarh Power Ltd (ICPL).,
C/o Indian Farmers Fertilizer Co-operative Ltd.,
IFFCO Sadan,
C-1, District Centre, Saket Place,
New Delhi – 110 017. India
Tel.: +91-11 -42592762
.Fax: +91-11-40593008Email: dkrivastava@icplindia.in

7. Application Due Date and Time

- (a) Applications should reach ICPL before the Application Due Date and Time i.e. by 1400 hours IST on the Application Due Date, at the address provided in Clause 6 hereinabove in the manner and form as detailed in this RFQ. Applications submitted by either facsimile transmission or e-mail or in soft copy in any medium (CD, Pen drive etc.) will not be acceptable.
- (b) ICPL may, in exceptional circumstances and at its sole discretion, extend the Application Due Date and Time by issuing an Addendum in accordance with Clause 10 below uniformly for all Applicants.

8. Validity of the Terms of the Request for Qualification

Each Applicant shall state that its Application is firm and irrevocable, and the same shall be valid for at least six (6) months from the last date for submission thereof under this RFQ. Applications without this statement shall be treated as non-responsive / invalid.

9. Address for Submission of Clarifications / Queries

Prospective Applicants requiring any clarification on the RFQ and/or the Project including the work may submit queries in writing only to:

Mr. D.K.Srivastava,

Deputy General Manager (Projects),

IFFCO Chhattisgarh Power Ltd (ICPL),

C/o Indian Farmers Fertilizer Co-operative Ltd.,

IFFCO Sadan,

C-1, District Centre Saket Place,

New Delhi – 110 017. India

Tel.: +91-11 -42592762

.Fax: +91-11-40593008

Email: dksrivastava@icplindia.in

Additionally soft copies may be marked to the following Email ID's

lakshmanaraov@tce.co.in, ceo.icpl.office@icplindia.in

ICPL will endeavour to respond to the written queries of the Applicants submitted to the above mentioned address within the prescribed period. ICPL's response to the queries will be by E-mail and/or Fax. ICPL will consolidate all queries and will forward all such consolidated queries and its responses thereto to all the purchasers of the RFQ without identifying the source of the queries.

Queries will be entertained up to two weeks prior to the Application Due Date and ICPL will endeavour to respond [5] days before the Application Due Date. ICPL reserves its right to respond to the queries in its sole discretion. Nothing contained herein shall be construed or read as compelling or requiring ICPL to respond to any query or to furnish any query.

While ICPL will make endeavours to furnish the clarifications, the same shall not be a ground for extension of the deadline prescribed by ICPL for submission of Applications. Nevertheless, if some clarification is of a nature, which basically alters the Application requirements under this RFQ, or of its own volition ICPL may, at its discretion, extend the deadline for submission of the Applications.

10. Issue of Addendum

At any time prior to the deadline for submission of Application, ICPL may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addendum. The Addendum thus issued will be in writing and will be sent to all those who have purchased this RFQ.

11. Opening of Applications

All the Applications in response to RFQ will be opened at the specified time and date as mentioned in this RFQ at the following address:

IFFCO Chhattisgarh Power Limited ,
C/o Indian Farmers Fertilizer Co-operative Ltd.,
IFFCO Sadan,
C-1, District Centre Saket Place,
New Delhi – 110 017. India

12. **Evaluation of Applications**

- a. ICPL would open the Applications on the Application Due Date, or on any working day thereafter, for the purposes of evaluation.
- b. Applications for which a notice of withdrawal has been submitted in accordance with Clause 3f shall not be opened.
- c. ICPL would subsequently examine and evaluate Applications in accordance with the criteria set out in this RFQ.
- d. Applicants are advised that prequalification of Applicants will be entirely at the discretion of ICPL. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- e. Any information contained in the Application shall not in anyway be construed as binding on ICPL, its agents, successors or assigns, but shall be binding against the Applicant if the Work is subsequently awarded to it under the Bidding Process on the basis of such information.
- f. ICPL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Application without assigning any reason.

13. **Criteria for Responsive Application:**

- A. Prior to evaluation of Applications, ICPL will determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive if the Application:
 - (a) is received on or before the Application Due Date and Time including any extension thereof pursuant to Clause 7b;
 - (b) is signed, sealed and marked as stipulated in Clause 5;
 - (c) contains all the information (complete in all respects including documents) as requested in the RFQ;

(d) contains information in formats as those specified in this RFQ;
and

(e) is accompanied by the Jt. Bidding Agreement (for Consortium),
specific to the Project, as stipulated in Clause I (d) (vii) of
Section D.

B ICPL reserves the right to reject any Application which is non-
responsive and no request for alteration, modification, substitution or
withdrawal shall be entertained by ICPL in respect of such Application.

14. Short-listing of Qualified Applicants

a. ICPL will decide the Applicant's to be shortlisted based on the prescribed
criteria.

b. After the evaluation of Applications, a shortlist of Applicants will be
prepared. Meeting the pre qualification requirements as specified in this
RFQ Document would not automatically entitle all or any of the Applicants
to qualify in this said Project. The short listed Applicants finalised by ICPL
thereafter alone will be eligible for participation in the Bid Stage and RfP
documents will be issued only to such Applicants. All the short listed
Applicant's will be informed about the same. ICPL will also inform the
unsuccessful Applicants about them not being short listed. ICPL will not
entertain any query or clarification from Applicants who fail to qualify.

**c. ICPL reserves the right to reject any or all responses to RFQ or
cancel/withdraw the Invitation for RFQ without assigning any reason
whatsoever and in such case no Applicant/prospective Applicant shall
have any claim arising out of such action.**

SECTION D– ELIGIBILITY CRITERIA

I Basic Eligibility Criteria

- a. Applications are invited from parties, satisfying the eligibility conditions laid down below, on or before the Application Due Date and Time. Applications from parties not satisfying the criteria will not be considered for evaluation.

- b.(i) The Applicant for pre-qualification may be a single entity or of 2 (two) entities (the “Consortium”), coming together to undertake the Work. However, no Applicant applying individually can be member of any Applicant Consortium. The term Applicant used herein would apply to both a single entity and a Consortium.

- (ii) An Applicant may be a natural person, body corporate, [government-owned entity] a partnership firm or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause d below.

- (iii) An Applicant shall not have a conflict of interest. All Applicants found to have a conflict of interest shall be disqualified. Without limiting the generality of the above, an Applicant may be considered to have a conflict of interest with one or more parties in this Bid Process, if :
 - (A) such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; or
 - (B) such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or
 - (C) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - (D) such Applicant has a relationship with another Applicant, directly or indirectly, by shareholding or through the control of decision making power, that puts them in a position to have access to

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- each others' information about, or to influence the Application of either or each of the other Applicant; or
- (E) such Applicant has participated as a consultant to ICPL in the preparation of the design or technical specifications of the Project.
- (iv) An Applicant shall be liable to disqualification if the legal, financial or technical advisers of ICPL in relation to the Project are engaged by the Applicant in any manner for matters related to or incidental to the Project.
- c. No affiliate of ICPL shall be eligible to apply. No firm or company or individual (or its affiliates or parent company) which has / is providing consulting services in relation to this Project including as financial or technical advisors shall be eligible to apply.
- d. Where the Applicant is a Consortium, it should comply with the following additional requirements:
- (i) Number of members in a consortium would be limited to 2 (two)]
 - (ii) subject to the provisions of clause (i) above, the Application should contain the information required for each member of the Consortium;
 - (iii) members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have at least 26% participating interest in the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure -IV signed by all the other members of the Consortium;
 - (iv) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
 - (v) an individual Applicant cannot at the same time be member of another Consortium applying for pre-qualification under this RFQ. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
 - (vi) the parties to a Consortium shall be entitled to form an appropriate Special Purpose Vehicle (the "SPV"), incorporated under the Indian

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- Companies Act, 1956, to submit Bids in due course in response to RFP for execution of the Work if awarded to the Consortium; and
- (vii) members of the Consortium shall enter into a binding Joint Bidding Agreement (the “Jt. Bidding Agreement”) for the purpose of making the Application and submitting Bid in the event of being short-listed.
 - (viii) If the Consortium members desire to form a SPV, as contemplated in (vi) above, then the Jt. Bidding Agreement of such Consortium shall, inter alia:
 - (a) convey the intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with this RFQ, which would enter into the agreement with ICPL for execution of the Work (the “EPC Contract”) and subsequently carry out all the responsibilities as EPC Contractor in terms of the EPC Contract, in case the Work is awarded to the Consortium;
 - (b) clearly outline the proposed roles and responsibilities of each member of the consortium at each stage; and
 - (c) include a statement to the effect that all members of the Consortium shall, till such time they incorporate an SPV and provide the specified performance security or bond, be liable jointly and severally for execution of the Work in accordance with the terms of the EPC Contract.

(Note: A copy of the Jt. Bidding Agreement should be submitted along with the Application. The Jt. Bidding Agreement entered into between the members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Application shall be considered non-responsive).

- e. An Applicant/ Consortium member should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach by such Applicant/Consortium member.

f. The following conditions shall be adhered to while submitting an Application:

- (i) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (ii) information supplied by an Applicant (or other constituent member if the Applicant is a Consortium) must apply to the Applicant or constituent member named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/or constitution is identical to that at pre-qualification;
- (iii) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause h below; and
- (iv) In case the Applicant is a consortium, each member of the Consortium should substantially satisfy the pre-qualification requirements to the extent specified herein.

g. Change in composition of the Consortium

- (i) Change in the composition of a Consortium will not be permitted by ICPL during the Qualification Stage.
- (ii) Change in the composition of a Consortium may be permitted by ICPL during the Bid Stage, only where:
 - (a) the modified Consortium would continue to meet the Qualification criteria for Applicants;
 - (b) the new member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not a member of any other Consortium/Applicant bidding for the Project[s]; and

(c) there is no change of Lead Member or in his role and responsibilities.

(iii) Approval for change in the composition of a Consortium shall be at the sole discretion of ICPL and must be approved by ICPL in writing.

(iv) The modified/ reconstituted Consortium shall be required to submit a revised Jt. Bidding Agreement before the Bid Due Date.

h. The Applicant shall provide the satisfactory evidence that the applicant and / or where applicable, its partners/consortium member/vendor

i is a manufacturer, who regularly manufactures equipment of the type specified and / or undertakes the type of works specified and has adequate technical knowledge and relevant experience with requisite engineering and infrastructure for project management and execution.

ii does not anticipate a change in ownership during proposed period of execution of work. (if such change is anticipated, the scope and effect thereof shall be defined.)

iii has adequate financial stability and status to meet the financial obligations pursuant to the works covered in the prequalification documents as per Clause IV of this section and has adequate capacity available to perform the work properly and expeditiously within the time period specified. The evidence shall specifically cover, with written details, the present commitments (excluding those anticipated under this prequalification document). If the present commitments are such that the present capacity results in inadequacy in meeting the requirements appropriate to the works covered in this prequalification document then the details of the alternative arrangements to be organized by the applicant and / or his associate / partner for this purpose shall be furnished and same shall be subject to ICPL's approval and acceptance.

iv has an adequate project management organization, capable of executing the Work including covering the areas related to engineering of equipment / systems, interface engineering procurement of equipment and the necessary field services

required for successful construction, testing and commissioning of all the power plant equipment and systems covered in the scope of work under this document and has established quality assurance systems and organization designed to achieve high levels of equipment / system reliability both during his manufacturing and / or fabrication and field installation activities.

i. Declaration

The Applicant shall furnish the following declaration to ICPL alongwith its Application:

“The Applicant acknowledges the emphasis of ICPL to the importance of free, fair and competitive awarding procedure that precludes abuse and in furtherance thereof the Applicant declares that it has thus far not offered or granted any inadmissible advantages either directly or indirectly to public servants or other persons in connection with its Application and undertakes that it shall not offer or grant any such incentives or rewards in connection with the present Bidding Process or, in case of award of Work pursuant to the RFP, during subsequent execution of the Work under such award.”

The Applicant shall inform its employees of their respective duties and their commitment to observe this self-imposed obligation to abide by the laws of the Republic of India and the State of Chhattisgarh.

II Technical Eligibility Criteria:-

The Applicant should meet the qualifying technical requirements hereunder as per Category 1 or 2 or 3 or 4 as the case may be and in addition sub contractor qualification and financial requirements covered in Clause no. III and IV. Applicants also may please note that the Steam Generators (“SG”) falling in categories 1 to 4 below shall meet the technical requirements hereinafter setforth:

Steam generator should be of the type specified, i.e. single pass (tower type) or two pass type using either spiral wound (inclined) or vertical plain/rifled type water wall tubing. In addition, the steam generator should have been designed and provided with evaporator suitable for variable pressure operation (sub-critical and super-critical pressure ranges). The Applicant shall offer only the type of steam generator with above mentioned criteria and type of water wall tubing for which he is qualified.

It is also to be noted that the gross turbine cycle heat rate shall not exceed the values indicated in CEA /CERC Regulations-2010 i.e.1850 Kcal/kWh with turbine driven boiler feed pumps and 1810 Kcal/kWh with electric motor driven boiler feed pumps for supercritical thermal units

A. Category 1

- 1.1 Applicant should have designed, engineered, manufactured steam generator (SG) and steam turbine generator (STG), supplied, erected and commissioned 500 MW or higher capacity super critical thermal power plants (comprising of both BTG and BOP packages) in India or outside its country of origin during the last ten years on Engineering, Procurement and Construction (EPC) basis out of which at least one plant is in successful commercial operation for a period of not less than two years as on the last date of submission of *the Application*.

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- 1.2 The Applicant shall necessarily submit a certificate of satisfactory commercial operation of *its reference power* plants from the *owner* thereof along with *its Application*.

B. Category 2

- 2.1 In case the Applicant has only designed, engineered, manufactured, supplied, erected/ supervised erection and commissioned/supervised commissioning of pulverized coal fired SG and associated auxiliaries of 500 MW or higher capacity for supercritical thermal power plants on EPC basis in India or outside its country of origin during last ten years out of which at least one SG is in successful commercial operation for a period of not less than two years as on the last date of submission of its Application, such Applicant would be eligible provided he collaborates/associates or forms a consortium with another entity who has designed, engineered, manufactured, supplied, erected & commissioned STG and associated auxiliaries of 500 MW or higher capacity for supercritical thermal power plants, on EPC basis in India or outside its country of origin during the last ten years out of which at least one STG is in successful commercial operation for a period of not less than two years as on the last date of submission of the Application. In case of consortium, the Applicant must be the Consortium leader.

OR

- 2.2(a) In case the Applicant has only designed, engineered, manufactured, supplied, erected/ supervised erection and commissioned/supervised commissioning STG and associated auxiliaries of 500MW or higher capacity for supercritical thermal power plants on EPC basis in India or outside its country of origin during last ten years out of which at least one STG is in successful commercial operation for a period of not less than two years on the last date of submission of its Application, such Applicant would be eligible provided he collaborates/associates or form a consortium with another entity who

has designed, engineered, manufactured, supplied, erected & commissioned pulverized coal fired SG and associated auxiliaries of 500 MW or higher capacity for supercritical thermal power plants, on EPC basis in India or outside its country of origin during last ten years out of which at least one SG is in successful commercial operation for a period of not less than two years as on the last date of submission of the Application. In case of consortium, the Applicant must be the Consortium leader.

- (b) In case Applicant or his collaborator/associate/consortium member, as the case may be, does not manufacture the generator of 500MW or higher capacity and source the generator from a generator manufacturer and the Applicant or his Collaborator/ Associates/ consortium member and such generator manufacturer together meet the qualifying requirement as stipulated above, shall also be considered as qualified Applicant/ collaborator/ associate/ consortium member for STG manufacture.
- 2.3 In cases falling under clause 2.1 or 2.2 above, the Applicant shall furnish a Deed of Joint Undertaking (“DJU”) executed between the Applicant & the collaborator/associate or consortium member as the case may be as per the format enclosed at Annexure –VIII (a) to the effect that the Applicant and its collaborator/associate or consortium member as the case may be, shall be jointly and severally liable to ICPL for the successful performance of the steam generator/steam turbine generator sets and its associated auxiliaries. The DJU shall be submitted along with the submission of techno-commercial Bid pursuant to the RFP failing which the Bid is liable to be rejected. In the event of award of the Work to such Applicant pursuant to the RFP, its collaborator/associate or the consortium member, as the case may be, shall be required to furnish a separate on demand bank guarantee for 2.5% (two and half percent) of the contract price and the Applicant shall be required to furnish the balance portion of the contract performance security.

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- 2.4 In addition to meeting criteria set forth in Clause 2.1 or 2.2 above, the Applicant should also have executed on EPC basis in India or outside its country of origin, the Balance Of Plant (BOP) (comprising at least of coal handling system, ash handling system, DM plant, water system and BOP-Electricals including switchyard) of coal / lignite fired power plants of installed capacity not less than 200 MW during the last ten years out of which at least one plant must be in successful commercial operation for a period of not less than two years as on the last date of submission of the Application.
- 2.5 For each of the cases referred to herein above, the Applicant shall submit a certificate of satisfactory commercial operation of its reference plants from the owner thereof along with the Application.

C Category 3

- 3.1 The Applicant should have designed, engineered, manufactured (at least steam generator and steam turbine generator), erected and commissioned coal fired thermal power plants comprising of both BTG and BOP packages with unit size of 500 MW or above capacity on EPC basis in India or outside its country of origin during last ten years out of which at least one unit must be in successful commercial operation for a period of not less than two years as on the last date of submission of the Application. The Applicant should also have valid collaboration/technical license for design, engineering and manufacture in India of coal fired Supercritical SG and STG, separately or together, with manufacturer(s) of SG and STG covering the size, type and rating of the proposed Power Station, In such case, the Applicant shall furnish a DJU executed between the Applicant & the technical licensor/collaborator as per the format enclosed at Annexure VIII(b) to the effect that the Applicant and its technical licensor/collaborator shall be jointly and severally liable to ICPL for the successful performance of the steam generator/steam turbine generator sets and its associated auxiliaries. In the event of the award thereof pursuant to the RFP to the Applicant. The DJU and original

No Objection Certificate (NOC) from licensor/collaborator of the Applicant shall be submitted along with the techno-commercial Bid of the Applicant failing which the bid shall be liable to be rejected.

- 3.2 The Applicant shall submit a certificate of satisfactory commercial operation of its reference plants from the owner along with the Application.
- 3.3 In case of award of the Work to the Applicant, its collaborator/Licensor (for SG and STG) shall be required to furnish on demand bank guarantee for 0.25 % (one fourth of a percent) of the contract price both for SG and STG separately and the Applicant shall be required to provide the balance portion of the contract performance security.

D. Category 4

- 4.1 The Applicant shall be either a Engineering, Procurement and Construction (EPC) organization or a Turnkey Management and contracting organization and must have successfully executed at least one (1) number coal/lignite/gas based (ISO rating) power plant of installed capacity 350 MW or higher capacity which has been commissioned during last ten years preceding the Application Due Date in India or outside its country of origin and such power plant must be in successful commercial operation for a period not less than two (2) years as on the last date of submission of the Application under this RFQ. In case of Gas based Combined Cycle Power Plant (“CCPP”), the total capacity of such CCPP shall be considered as unit capacity. The scope of work of such reference plant must have necessarily included the Design, Engineering, Supply, Erection, Testing and Commissioning thereof on turnkey basis. The Applicant shall also submit a certificate of satisfactory commercial operation of said reference plant from the owner thereof along with its Application.

4.2 The Applicant in addition to meeting the requirements set forth in CI 4.1 above, shall also fulfil conditions set forth in CI 4.2.1

- 4.2.1 i) The Applicant shall be committed to source the SG and/ or STG from its Joint Venture (JV) company(ies) incorporated in India or its subsidiary(ies) incorporated in India for Manufacture of SG and/ or STG. For JV company(ies), the Applicant must be a stake holder maintaining a minimum equity participation in the JV companies for SG and/ or STG for a period of seven years from the date of incorporation of the respective JV company(ies) or up to the end of the defect liability period of the Contract whichever is later. For subsidiary(ies), the Applicant must maintain its equity participation in the subsidiary(ies) for SG and/ or STG for a period of seven years or upto the end of the defect liability period of the Contract, whichever is later.
- ii) One of the promoters of SG manufacturing JV Company must be a SG manufacturer (hereinafter referred to as “JV Partner – SG manufacturer”) who shall maintain a minimum equity participation of 26% in the JV Company for SG manufacture for a period of seven (7) years from the date of its incorporation or up to the end of the defect liability period of the Contract, whichever is later.
- iii) One of the promoters of STG manufacturing JV Company must be a STG manufacturer (hereinafter referred to as “JV Partner – STG manufacturer”) who shall maintain a minimum equity participation of 26% in the JV Company for STG manufacture for a period of seven (7) years from the date of its incorporation or up to the end of the defect liability period of the Contract, whichever is later
- iv) “JV Partner – SG manufacturer” must have designed,

engineered, manufactured, supplied, erected/supervised erection and commissioned/supervised commissioning at least one (1) number of pulverized coal fired supercritical SG of 500 MW or higher capacity, which is in successful commercial operation for a period of not less than two years as on the last date of submission of the Application.

- v) “JV Partner – STG manufacturer” must have designed, engineered, manufactured, supplied, erected/supervised erection and commissioned/supervised commissioning at least one (1) number of STG suitable for supercritical parameters of 500 MW or higher capacity, which is in successful commercial operation for a period of not less than two years as on the last date of submission of the Application. In case “JV Partner – STG manufacturer” does not manufacture the Generator of 500 MW or higher capacity but undertakes to source the Generator for the Work from another Company , would also qualify as “STG manufacturer” if he , along-with the Generator Manufacturing Company meets the requirements specified above.
- vi) For sourcing SG and/ or STG from its subsidiary(ies), the Applicant must have designed, engineered, manufactured, supplied, erected/ supervised erection and commissioned/ supervised commissioning at least one (1) number of pulverized coal fired supercritical SG and/ or STG of 500 MW or higher capacity, which is in successful commercial operation for a period of not less than two years as on the last date of submission of the Application.
- vii) Applicant fulfilling the conditions stipulated in Cl 4.2.1 (i to vi as applicable) for sourcing either SG or STG must fulfill the conditions stipulated in
- (a) Cl 4.2.2 or Cl 4.2.3, and
 - (b) Cl.4.2.4 below

- 4.2.2 The Applicant who has qualified to offer SG or STG as per CI 4.2.1(i ,ii & iv or i & vi for SG) or CI 4.2.1 (i, iii & v or i & vi for STG) shall undertake to supply either STG or SG of on its own manufacture or from its parent company or source, from its subsidiary company who has designed, engineered, manufactured, supplied, erected/ supervised erection and commissioned/supervised commissioning STG or SG with unit size of 500 MW or higher capacity during last ten years out of which at least one unit is in successful commercial operation for a period of not less than two years as on the last date of submission of the Application and also manufacturing STG or SG suitable for supercritical parameters of which at least one STG or SG is under execution as on the last date of submission of the Application.
- 4.2.3 The Applicant in case is a promoter of one of the JV company incorporated in India for manufacturing of super critical SG or STG meeting qualification criteria enunciated under Clause 4.2.1 (ii) and (iv) for SG or Clause 4.2.1 (iii) and (v) for STG, then he can source STG or SG from one of the following who complies with the qualification criteria setforth in Clause 4.2.1 (iii and v as applicable) for STG or Clause 4.2.1 (ii and iv as applicable) for SG
- (a) another JV company incorporated in India for manufacture of STG or SG
 - (b) JV Partner – STG manufacturer or JV Partner – SG manufacturer as defined in CI 4.2.1(iii) and CI 4.2.1 (ii) respectively
- 4.2.4 In case of JV company(ies) or subsidiary(ies) incorporated in India for manufacture of SG and/ or STG, the Applicant/JV company/Applicant's subsidiary must possess the land as well as the required Statutory Clearances (including Environment Clearance) for establishment of the manufacturing facility prior to the last date of submission of the Application. The proof of the same should be submitted alongwith the Application.

4.2.5 In case the Applicant is a consortium, then the leader of the consortium in addition to meeting the requirements set forth in Cl 4.1, shall also fulfil conditions set forth in Cl 4.2.1 (i to vi as applicable) for sourcing either SG or STG. The other consortium partner shall be one of the following who complies with the qualification criteria set forth in Clause 4.2.1 (iii and v as applicable) for STG or Clause 4.2.1 (ii and iv as applicable) for SG

- (a) another JV company incorporated in India for manufacture of STG or SG
- (b) JV Partner – STG manufacturer or JV Partner – SG manufacturer as defined in Cl 4.2.1(iii) and Cl 4.2.1 (ii) respectively

4.3 The Applicant shall furnish separate DJUs among

- (a) the Applicant, SG manufacturer and the “JV Partner-SG manufacturer” and
- (b) the Applicant, STG manufacturer and “JV Partner-STG manufacturer”

as per the format enclosed at Annexure VIII(c) where under the Applicant, SG/STG manufacturer and “JV partner-SG manufacturer”/“JV partner-STG manufacturer” are jointly and severally liable to ICPL for successful performance of steam generator/steam turbine generator sets and its associated auxiliaries. The DJU shall be submitted along with the techno-commercial Bid pursuant to the RFP failing which the Bid shall be liable to be rejected.

4.4 The Applicant shall submit or get the SG /STG/Generator Manufacturer (as the case may be) to obtain and submit a certificate(s) of satisfactory commercial operation of its reference plant from the owner thereof along with the Application.

4.5 In case of award, the Manufacturer of SG and STG shall be required to furnish on demand bank guarantee as tabulated below separately for SG and STG. The Applicant shall furnish the balance portion of the contract performance security.

Sl. No.	Manufacturer For this project	Executants	B.G. Value (% of Contract Price)
A	SG, STG/ST manufacturer		
(i)	Manufactured by the Applicant's Parent Company	Parent Company	1.25%
(ii)	Applicants Subsidiary	Subsidiary	1.25%
(iii)	Joint Venture Company	Each promoter of the Company maintaining equity participation of minimum 26%	1.25%
(iv)	JV Partner – STG manufacturer or JV Partner – SG manufacturer	Partner(Manufacturer)	1.25%
(v)	Consortium Partner	(a) Subsidiary	1.25%
		(b)JV Company- Each promoter of the Company maintaining equity participation of minimum 26%	1.25%
		(c)Others	2.5%
B	Generator manufacturer		
	In case steam turbine manufacturer source generator from others	Genertor manufacturer	0.5%

Note: One of A (i) to (v) shall be applicable for SG and STG/ST separately

Note :

1) In case pulverised coal fired super critical steam generator and/ or steam turbine generator manufacturer is a licensee, the licensor should be an Original Equipment Manufacturer (OEM) and should have designed, engineered, manufactured, supplied, erected/ supervised erection and commissioned/supervised commissioning 500 MW or higher capacity super critical steam generator and/ or steam turbine generator as the case may be out of which at least one number is in successful commercial operation for a period of not less than two years as on the last date of submission of the Application.

2) For the purpose of this RFQ subsidiary(ies) shall mean that the

Parent company must maintain its minimum equity participation of 75% in the subsidiary(ies) for SG and/ or STG for a period of seven years or upto the end of the defect liability period of the Contract, whichever is later.

III Selection Criteria of Sub-Contractors:

- (a) Sub contractors for coal handling plant, ash handling plant, DM plant, cooling tower, chimney etc., should have proven experience of executing such plant/systems. The technical features and associated requirements of these would be indicated in the subsequent RFP document to be issued to the successful Applicants
- (b) Notwithstanding the above, the selection of sub-contractors/vendors for equipment and major components by the Applicant including civil works shall be subject to approval of the Owner before and after award of the Contract for the work pursuant to the RFP

IV Financial Requirement:

- a) In addition to the qualifying requirements mentioned above, the Applicant shall also have an average annual turnover of minimum INR 30,000 Million (Indian Rupees thirty thousand Million only) or equivalent in freely convertible Foreign currency for the three (3) consecutive financial years immediately preceding the last date for submission of the Application.
- b) The Net Worth of the Applicant as on the last day of the financial year immediately preceding the last date for submission of the Application shall not be less than 100% of paid-up share capital.
- c) In case the Applicant is not able to furnish its audited annual financial statements on stand alone entity basis, the un-audited unconsolidated financial statements of the Applicant shall be considered acceptable provided the Applicant furnishes the

following additional documents for substantiation of its meeting the financial requirement qualification:

- (i) Copies of the un-audited unconsolidated annual financial statements of the Applicant along with copies of the audited consolidated annual financial statements of the Holding Company of the Applicant (the “Holding Company”).
- (ii) A Certificate from the CEO/CFO of the Holding Company stating that its un-audited unconsolidated annual financial statements form part of the Consolidated Annual Report of the Holding Company.

In cases where audited results of the Applicant and its Holding Company for the last immediately preceding financial year are not available, certification of such financial statements from a practicing Chartered Accountant shall also be considered acceptable. In case finalisation of accounts is in progress for the preceding financial year, then the Applicant shall submit a letter indicating that the average annual turnover for the three (3) consecutive financial years preceding the last date for submission of the Application and Net Worth for the preceding financial year will be meeting the specified requirements and the audited statement shall be furnished before or along with the techno-commercial bid. Non fulfilment of this statement will disqualify the Applicant in case he is successful.

- d) In case the Applicant does not satisfy the financial criteria, stipulated at sub-clause (a) and/or (b) above of this Clause IV on its own, the Holding Company shall be required to meet the stipulated turnover requirements at clause (a) above, provided that the net worth of such Holding Company as on the last day of the preceding immediately

financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Applicant shall furnish along with its Application, a Letter of Undertaking from the Holding Company, supported by Board Resolution, pledging unconditional and irrevocable financial support for the due and proper execution of the Contract by the Applicant in case of award of the Work under the RFP.

- e) Other than the Applicant/leader of the consortium (where consortium is the Applicant), the collaborator/associate/consortium member in case of Category 2 and the promoter of JV Companies having minimum 26% equity participation /consortium member/subsidiary/parent company in case of Category 4 shall meet the following:
- (i) Should have an average annual turnover of minimum INR 10,000 Million (Indian Rupees ten thousand Million only) or equivalent in freely convertible Foreign currency for the consecutive three (3) financial years immediately preceding the last date for submission of the Application.
 - (ii) The Net Worth as on the last day of the financial year immediately preceding the last date for submission of the Application shall not be less than 100% of paid-up share capital

In case the promoter of JV company / collaborator / associate / consortium member/subsidiary/parent company, as the case may be, does not satisfy the conditions enumerated above, the majority stake holder having more than 51% equity participation in these ventures shall be required to meet the requirements set forth in Cl. IV e(i) and (ii) above .

- f) The Application shall include information in respect of Applicant and the promoter(s) of JV companies / collaborator / associate / consortium member//subsidiary/ Holding Company required to establish the financial credentials as follows:
- (i) Audited annual reports of the three consecutive financial years immediately preceding the last date for submission of the Application;
 - (ii) Statement indicating the annual turnover for each of the three consecutive financial years immediately preceding the last date for submission of the Application and average annual turnover derived from above.
 - (iii) Statement of annual cash flow for the three consecutive financial years immediately preceding the last date for submission of Application.
 - (iv) Credit rating by reputed and approved agencies, if available

Notes:

- (i) For the purposes of this RFQ, “Net worth” means the sum total of the paid up share capital and free reserves. “Free reserve” means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- (ii) Any other income shall not be considered for arriving at annual turnover.
- (iii) For the purpose of Currency Conversion, the exchange rate prevailing seven day prior to the last date of submission of Application shall be considered

V. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at [Delhi] shall have jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- b) ICPL, in its sole discretion and without incurring any obligation or liability, reserves the right to:
- (i) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) pre-qualify or not to pre-qualify any Applicant and/or to consult with any Applicant in order to receive clarification or further information;
 - (iii) retain any information and/or evidence submitted to ICPL by, on behalf of, and/or in relation to any Applicant; and/or
 - (iv) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- c) It shall be deemed that by submitting the Application, the Applicant agrees and releases ICPL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- d) Any change in ownership of the Bidder/ Concessionaire, including any material change in the equity holding thereof, shall be subject to the provisions of Bid Documents.

LETTER APPLICATION FOR PRE QUALIFICATION AND SUBMISSION OF DOCUMENTS

Applicant's Name :
Full Address :
Telephone No. :
E-mail address :
Fax / No. :

To

Mr. D.K. Srivastava, Dy. General Manager (Project),
IFFCO Chhattisgarh Power Ltd (ICPL),,
C/O Indian Farmers Fertilizer Co-operative Ltd.,
IFFCO Sadan, C-1, District Centre Saket Place,
New Delhi – 110 017. India

Sub:- Qualification Documents for Selection of EPC Contractor for 2 x 660 MW
Super Critical Thermal Power Project at Salka Village, Block Premnagar,
District Surajpur, Chhattisgarh

Ref: - **RFQ No ICPL/**

Dear Sir,

I / We, _____ (hereinafter “the Applicant”) and having read and examined in detail of the RFQ document to pre-qualify the prospective Bidders eligible to Bid pursuant to the RFP for selection of EPC Contractor for design, engineering, manufacturing, testing at manufacturing works before despatch, supply, loading and unloading, storage, transportation to site, erection, commissioning, testing, trial runs, performance testing of all equipment and associated accessories of 2x660MW power plant with supercritical parameters of approximately 250 kg/cm² and 565/593 °C (the “Work”) hereby apply for prequalification by ICPL

1. Attached to this letter are the copies of original documents defining:
 - a. The Applicant’s legal status;
 - b. Its principal place of business; and
 - c. Its place of incorporation
 - d. Other information as desired by ICPL

[In case of formation of consortium, the Applicant shall be the leader]

2. All information provided in the Application and in the Appendices and Annexures is true and correct and all documents accompanying this Application are true copies of their respective originals.

3. This Application is made for the express purpose of qualifying as a Bidder for the work.
4. I/We shall make available to ICPL any additional information it may find necessary or require to supplement or authenticate the information contained herein or attached herewith.
5. I/We acknowledge the right of ICPL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/ either of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - (a) I/we have examined and have no reservations to the RFQ Documents, including the Addendum(s), if any, issued by ICPL.
 - (b) I/we do not have any conflict of interest in accordance with the RFQ document; and
 - (c) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent, coercive, undesirable or restrictive practices to influence the Bidding process.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Work, without incurring any liability to the Applicants, in accordance with the RFQ document provisions.
9. I/We believe that we/our consortium/ satisfy(ies) the Technical and Net Worth criteria and meet(s) the requirements as specified in the RFQ document and are/is qualified to submit our Application in accordance with the RFQ document.
10. I/We declare that we/ members of the Consortium, are/is not a member of any other Consortium applying for pre-qualification.
11. I/We certify that we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Work or which relates to a grave offence that outrages the moral sense of the community.



-
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our sister concerns or against our CEO or any of our Directors/Managers.
 13. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification under the RFQ document, we would intimate ICPL of the same immediately.
 14. I/We_.....(Name of Applicant) hereby irrevocably waives any right it has at any stage at law or howsoever otherwise arising to challenge or question any decision taken by ICPL in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ bidding process itself in respect of the above mentioned Work and the terms and implementation thereof.
 15. ICPL and its authorized representatives are hereby authorized to conduct any inquiries or investigation to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization for any individual or representatives of any institution authorized by ICPL for verifying the supporting information, to provide such information deemed necessary and as requested by ICPL to verify statements and information provided in this application, such as the resources, experience, and competence of the Applicant.
 16. ICPL or its authorised representatives may contact the following person for any further information or clarifications

CONTACT PERSON

Details of contact person are furnished as under:

Name :
Designation :
Company :
Address :
Phone Nos. :
Fax Nos. :
E-mail address :

17. This application is made in the full understanding that:
 - a. Information submitted by Applicants will be subject to verification before pre-qualifying
 - b. ICPL has qualified the right to:



-
- i. Amend the scope
 - ii Reject or Accept any application, cancel the pre-qualification process, and reject all applications; and
- c. ICPL shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for such action.
18. The undersigned declare that the statements made and the information provided in the duly filed in application are complete, true and correct in every detail.

Thanking You,

Yours faithfully

Signed	
Name	
For and on behalf of (Name of Applicant)	

GENERAL INFORMATION

[All individual firms applying for pre-qualification are requested to complete the information in this form]

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	E-mail
5.	Place of incorporation / registration	Year of incorporation / registration

Any other additional information the Applicant/firm would like to give.



ANNEXURE III

POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We.....
(name and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... (name and residential address), who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to our prequalification and submission of our bid(s) for the [description of the [Project] being developed by IFFCO Chhattisgarh Power Ltd. ("ICPL") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences and providing information / responses to the Authority, representing us in all matters before ICPL, signing and execution of all contracts and undertakings consequent to acceptance of our bid(s), and generally dealing with ICPL in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us till the entering into of the contract in respect thereof with ICPL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall be always be deemed to have been done by us personally.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20**

For

(Signature)

(Name, Title and Address)

Witnesses:

1.

[Notarised]

2.

Accepted

(Signature)

(Name, Title and Address
of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.



POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the IFFCO CHHATTISGARH POWER LTD. (“ICPL”) has invited applications from interested parties for [Description of Work] (“the Project”).

Whereas, and (collectively the “Consortium”) being members of the Consortium are interested in bidding for the Project[s] in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (Bid Documents) and other connected documents in respect of the Project[s], and

Whereas, it is necessary under the RFQ document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project[s] and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ----- having our registered office at....., and -----
----- having our registered office at....., [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and authorise -----
----- having its registered office at, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid[s] of the Consortium and generally to represent the Consortium in all its dealings with ICPL, and/or any Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/or upon award thereof till the Contract in respect thereof is entered into with ICPL.



AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF20**

For

 (Name & Title)

For

 (Name & Title)

For

 (Name & Title)

Witnesses:

- 1.
- 2.

.....
 (Executants)
 (To be executed by all the members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

[Name of Applicant]

[Applicant shall provide information on their current commitments under all contracts* that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued. The Applicant shall also provide adequate information to demonstrate that its selected SG/STG Manufacturer/Consortium partner have the capability and capacity to meet the requirements as stipulated in the PQ document]

Sl. No.	Name of contract	Name of the Owner	Total value of contract (INR equivalent)	Value of outstanding work (INR equivalent)	Date of award of contract	Completion date as per contract	Expected completion date	Reasons for the delay
1.								
2.								
3.								
4.								
5.								

* **Note:** Details of Projects having contract value above Rs.100 Crore or equivalent should only be given.

ANNEXURE VII**Joint Bidding Agreement Format**

(To be executed on Stamp paper of appropriate value)

This Joint Bidding Agreement is entered into on this the day of 20...

BETWEEN

1. {..... Limited, a company incorporated under the Companies Act, 1956/ organized and existing under the laws} and having its principal/registered office at (hereinafter referred to as the “**First Party**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the One Part

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/ organized and existing under the laws} and having its principal/registered office at (hereinafter referred to as the “**Second Party**” which expression shall, unless repugnant to the context include its successors and permitted assigns) of the Other Part

(Unless repugnant to the context or meaning thereof the First **Party** and Second Party are collectively referred to as the “**Parties**” and individually as “**Party**”)

WHEREAS,

- (A) IFFCO Chhattisgarh Power Limited, a company organised and existing under the laws of India and having its registered office at IFFCO Sadan, C-1, District Center, Saket Place, Saket, New Delhi- 110017 (hereinafter referred to as “**ICPL**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has by its Request for Qualification No. **ICPL/001/2012** dated 31st March’ 2012 (the “**RFQ**”) invited Applications from Applicants meeting the qualification criteria setforth therein for prequalification to bid for execution of Engineering, procurement and construction (EPC) Contract on a lump sum, turn key basis for the complete plant inclusive of the BTG and BOP packages for two supercritical, pulverised coal-fired 660 MW units near Salka Village, Block Premnagar, District Surguja, Chhattisgarh, India” (the “**Project**”) pursuant to the Request for Proposal (“**RFP**”) to be issued by ICPL to such Applicants as have been pre-qualified pursuant to the RFQ i.e. submission of their bids by shortlisted Applicants (the “**Bids**”) for execution of the Project on a lump sum, turn key basis.
- (B) The Parties are interested in jointly bidding for the Project and have accordingly agreed to form a consortium with them as members thereof for seeking pre-qualification in accordance with the terms and conditions of the RFQ and upon pre-qualification of their consortium and to submit their bid as a consortium in response to the RFP for execution of the Project (the “**Bid**”) and, in the event of acceptance their Bid by ICPL, to execute the Project on terms and conditions jointly agreed



with the Company and setforth in the contract to be entered into between the Company and them as a consortium (the “Contract”)

- (C) It is also a necessary condition under the RFQ that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

Unless the contract otherwise requires in this Agreement, the capitalized terms shall, unless defined herein have the meaning ascribed thereto under the RFQ.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the sole and limited purposes of (i) preparing and submitting the Application of the Consortium in response to the RFQ, (ii) upon issue of RFP, after shortlisting of the Consortium pursuant to the RFQ, for preparation and submission of the Bid of the Consortium, (iii) in the event of acceptance of the Bid of the Consortium, negotiating and making goodfaith endeavours to sign the Contract to be entered into between the Consortium and ICPL (the “Contract”), and (iv) execution and completion of the Project including for performance of obligations to be performed and goods to be supplied pursuant to the Contract .
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.
- 2.3 The Consortium hereby formed shall be irrevocable till the later of (i) the Consortium not being pre-qualified for invitation to Bid under the RFP, or (ii) rejection of the Bid of the Consortium by ICPL, or (iii) upon acceptance of the Bid of the Consortium execution and completion of the Project, including the defect liability period.
- 2.4 Nothing contained in this Agreement is intended nor shall it be construed as creating a partnership, a joint venture, or a legal entity of any kind.
- 2.5 Any property that a Party may provide for use in connection with the performance of its scope of work shall remain the property of the Party providing the same and shall not be the property of the Consortium and the Consortium as such shall not have any property assets or employees.
- 2.6 Unless specifically provided otherwise herein, no Party (or its representative) shall be deemed to be a representative, agent, or employee of other Party.
- 2.7 No Party hereto shall have the authority or right nor shall any Party hold itself out as having the authority or right to assume, create or undertake any obligation of any kind whatsoever, expressed or implied, on behalf of or in the name of the Consortium or of that other Party, as the case may be save and except as

provided in this Agreement or otherwise mutually agreed in writing or in the Contract.

- 2.8 Unless otherwise mutually agreed in writing or save and except as may be set forth in this Agreement or the Contract, no Party shall have the right to (i) borrow money on behalf or in the name of the Consortium or of other Party hereto (ii) pledge the credit of the Consortium or of other Party hereto without the express prior written consent of the Consortium or of such other Party hereto or (iii) incur any liabilities on behalf or in the name of the Consortium or other Party hereto.

3. Covenants

- 3.1 The "Project" scope of work and terms and conditions will be as per the RFP to be issued to the short listed Applicants and deviations / clarifications incorporated in the Bid and accepted by ICPL.
- 3.2 The Parties hereby agree and undertake that in the event of (i) the Bid of the Consortium being accepted by ICPL and the Project being awarded to the Consortium, and (ii) the Parties agreeing to incorporate a Special Purpose Vehicle (the "SPV") under the Indian Companies Act 1956 for entering into of the Contract with ICPL for execution of the Project, the Parties shall nevertheless remain jointly and severally responsible and liable to ICPL for the due, punctual and faithful performance of the Contract notwithstanding anything to the contrary contained herein.

4. Roles and Responsibilities of the Parties

- 4.1 The Bid of the Parties for the Project pursuant hereto shall be on the following basis:
- (a) First Party shall be the Consortium Leader (the "Consortium Leader") and shall have power of attorney from the Second Party to represent it on behalf of the Consortium with ICPL and to make binding commitments on behalf of the Consortium members.
 - (b) The Work under the Contract upon acceptance of the Consortium Bid shall be allocated and divided between the Parties generally in accordance with Annexure I hereto.
[Note: Annexure I shall be provided by the Bidder]
 - (c) The Bid will be predicated on the premise that in the event the Bid is accepted by ICPL, each Party shall perform its work strictly in accordance with the Contract and commits itself fully to comply with the terms and conditions of the Contract.
 - (d) While as between the Parties inter se each Party will be responsible and liable for performance of its scope of work, as between the Parties and ICPL both the Parties shall be jointly and severally liable to ICPL for the Performance of the Work under the Contract.
 - (e) The Parties recognize that while as between the Parties all of the supplies and services intended to be within the scope of work of each Party shall be deemed to include those supplies and services not specified which reasonably may be inferred to be within the scope of work of such Party and to be furnished by the Party to whose scope of work such supplies or services are reasonably applicable, at no cost to the other Party. In the event of any disagreement with respect thereto, the Consortium Leader may assign such omitted supplies or services to

one or both of the Parties, which shall promptly carry out such work subject to the dissenting Party's right to submit such matter to arbitration after the completion of execution of the Project under and in accordance with the Contract. For removal of doubt it is expressly agreed by the Parties that as between the Parties and ICPL, both the Parties shall be jointly and severally liable and responsible to ICPL to provide all of the supplies and services intended to be within the scope of work under the Contract.

- (f) Subject to the provisions of the Contract, each Party shall be responsible for obtaining and maintaining all permits, licenses and other authorizations required for the performance of its scope of work except those which are required by the Contract to be obtained by ICPL or expressly assigned to a Party under Annexure I hereto. The Parties shall cooperate with each other in obtaining any of the foregoing permits, licenses, and authorizations in order to minimize the costs thereof.
- (g) Inquiries for a procurement of equipment, material, or services by one Party from another Party as subcontractor shall be channeled through the Project Manager of such Party.
- (h) Each Party shall use its best efforts to complete its scope of work and to cause it to be completed in a manner which minimizes costs to the other Party by full cooperation and coordination, directly and through the Leader, during all stages of the Project and upto its completion as described in the Contract .

4.2. The Parties shall fully co-operate with each other to fulfill their respective inter se obligations with respect to the execution and completion of the Project in accordance with the Contract.

5. Bid Submission and Management

5.1 The Consortium Leader shall prepare the Bid to be submitted to ICPL on or before the due date and time, with diligent support from the Second Party. Both the Parties shall base their prices on terms and conditions as per the RFP.

5.2 Bid bond, if any required to be furnished by the bidders pursuant to the RFP shall be furnished by the Consortium Leader provided however the costs of the Bid bond and those incurred in preparing the bid and negotiations and till the signing of the Contract shall be borne by the Parties in the manner and proportion as setout in Annexure 'II' hereto.

5.3 The Bid shall be in the name of the Consortium on behalf of the Parties and shall be signed by the Consortium Leader on behalf of the Consortium. Each Party's commitment to and acceptance of the Bid shall be deemed upon the submission of the Bid to ICPL pursuant to RFP by the Consortium Leader.

5.4 Should the Consortium be invited to negotiate the Contract, such negotiations with Company will be conducted by the Consortium Leader lead negotiating team which will include at least one duly authorised representative each of the Parties with the Consortium Leader's representative as chairman of such negotiating team (the "Negotiating Team"). Decisions and commitments made by the Negotiating Team shall be binding on the Parties.

5.5 In the event the Bid of the Consortium is successful and the Contract is awarded to the Consortium:

- (a) The Consortium Leader shall appoint the General Project manager, who

-
- shall be the interface of the Consortium with ICPL;
- (b) The Parties will interface with each other for day to day project management. Consortium Leader will keep ICPL fully informed on a continuous basis with the progress of the work;
 - (c) The Parties shall participate in periodic project review meetings with ICPL;
 - (d) Consortium Leader, is authorised to incur liabilities and receive instructions for and on behalf of any and both the Parties and the entire execution of the Contract including payment shall be done exclusively by/to the Consortium Leader;
 - (e) Consortium Leader shall correspond directly with ICPL with regard to all matters in connection with the execution of the Project and the Contract;
 - (f) Consortium Leader will be responsible for the Project and Contract management during entire duration of Contract and for any co-ordination with local governmental / statutory authorities relating to the execution of the Contract excepting such obligations which are to be carried out by each Party separately;
 - (g) All Parties shall provide, without recourse to the other, all financing, personnel and resources of any kind whatsoever which are required for the, proper execution and completion of scope of work under the Contract;
 - (h) Subject to provisions of the Contract and subject to the requirements of the RFP each Party shall be entitled to subcontract any part of its scope of work. Neither Party shall however, by reason of such subcontract, be relieved from its obligations and responsibilities under this Agreement or the Contract and each Party shall be responsible for any acts and omissions (whether negligent or not) of its subcontractors and their agents, and employees as fully as if they were the acts or omissions of the Party's own employees or agents; and
 - (i) Each Party shall adhere to the time schedule agreed to by the Parties in the Contract for the completion of the scope of work and shall, throughout the term of this Agreement, co-operate with the Consortium Leader to avoid any delays in completion of the Project.

6. Responsibilities and Liabilities

- (a) The Parties agree that they shall be jointly and severally bound by the terms and conditions of the Contract and as between them and ICPL and shall be jointly and severally liable and responsible to ICPL for the execution of the Project including obligations of the Parties under the Contract. No Party shall vary, or seek to vary or modify in any way or manner the Contract, without prior written consent of the other Party and ICPL.
- (b) Neither Party shall initiate or make any changes and additions in its scope of work under the Contract without firstly advising the other Party in writing and obtaining first the following through the Consortium Leader:
 - (i) Appropriate adjustment and allocation of cost responsibility considering the extent to which ICPL has assumed cost responsibility for such changes and additions, and
 - (ii) Written consent of the other Party, it being understood that such consent will not be unreasonably withheld, and
 - (iii) Written consent of ICPL where required by the Contract.
- (c) The Parties agree that notwithstanding any terms and conditions which may be contained in the Contract relating to the joint and several nature

of their liabilities to ICPL in relation to the Project, as between the Parties they shall each bear the several responsibilities and liabilities imposed on them in terms of this Agreement.

- (d) The Parties shall be responsible for executing the Project scope of work in accordance with the Contract, In executing the scope, each Party shall ensure that all the plant and equipment used by it and the design thereof, is fit for the purpose for which it is required and the work undertaken by that Party is executed in good workman like manner.

7. Representation of the Parties

Each Party represents to the other Party as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Disputes and Arbitration

If any disputes or differences shall arise among the Parties arising out of or relating to this Agreement including interpretation of any provision hereof, all the Parties shall continue performance of ~~its~~ their respective obligations under the Contract and shall avoid any action which might hinder the proper performance of the Parties' obligations under the Contract. All Parties shall sincerely endeavour to resolve the dispute amicably by discussions. If however, the dispute cannot be resolved within 30 days of receipt of notice given by any Party to the other Party, such dispute shall be finally settled at the request of any Party by arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996 by three arbitrators, appointed in accordance with the provisions of the said Act. Award made in such arbitration will be binding on the Parties.

The venue of Arbitration shall be New Delhi.

9. Language

The English language shall be the official language to be used under this Agreement and shall be used by the Parties in all communications, notices, statements and any technical or commercial documentation to be prepared and presented under this Agreement.

10. Amendments

This Agreement shall not be amended or modified in anyway, other than by an agreement in writing, executed by the duly authorised representatives of the Parties.

In any case, the joint and several liability of the Parties under the Contract remains unchanged.

11. Governing Law and Jurisdiction

The Agreement shall in all respects, be construed and interpreted in accordance with the laws of India. Only the Court of competent jurisdiction in India shall have jurisdiction over any cause of action arising under this Agreement.

12. Exchange of Information

The Parties shall exchange with the other parties, information which may be reasonably required to effect the smooth execution of this Agreement. Such information may include, but not be limited to, an advance plan relating to the programme of the Project, progress of the Project execution and other data and information relevant for the scope of work of the other Party.

13. Exclusivity

.....and will work exclusively with each other and shall not participate with any other entity in attempting to obtain the Contract for the Project.

14. Other Terms and Conditions.

The terms and conditions applicable to each Party for bidding and execution of the Project (in the event of an award), are as under:

- (a) The liquidated damages if levied under the Contract, shall be paid up by the Consortium Leader who shall be entitled to recover the same from

- the Party responsible for resulting in such liquidated damages.
- (b) All the Parties shall be jointly and severally responsible for attending to the equipment supplied under the Contract in case any damage / deficiency occurs during the Guarantee / Warranty period. However, the Parties may, with mutual consent, agree to share the work with a view to reduce the overall cost of repair / replacement of the damaged / deficient part.
 - (c) Each Party shall be liable to the other Party for any direct, indirect, special, incidental or consequential loss or damage.
 - (d) No Party shall have the right to assign, or, in any way transfer any of its rights or obligations under this Agreement, without the written consent of the other Party and ICPL.

15. Validity of this Agreement

This Agreement shall remain valid till the expiry of the Guarantee /Warranty Period of the Project (in case of award to the Parties) under the Contract or till the occurrence of any one of the following events whichever is earlier:

- (a) Date of award of the Project to some other party.
- (b) Date when ICPL decides not to progress any further with the Project.
- (c) Date when the Parties confirm that the Bid has been finally rejected by ICPL.
- (d) If any Party becomes bankrupt or insolvent, or makes an assignment for the general benefit of its creditors, or is unable to pay its debts as they become due or has a trustee, liquidator, receiver or a receiver appointed to its or any part thereof, or commits an act of bankruptcy.
- (e) If the Parties fail to submit their proposal by the final date of bid submission under the RFP for any reason whatsoever.

16. Communication

All correspondences, notices and communications required or permitted to be given under this Agreement or the Contract to any Party, shall be sent to Consortium Leader at the following address:

IN WITNESS WHEREOF and.....have caused this Agreement to be duly executed in on the date first mentioned, as evidenced by the signature of their authorized representatives.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

 Name (s)

 Name (s)

**FORMAT FOR DEED OF JOINT UNDERTAKING BETWEEN APPLICANT AND
MANUFACTURER/CONSORTIUM PARTNER (STEAM GENERATOR/STEAM
TURBINE AND GENERATOR) AS APPLICABLE**

(on Rs 100/- Non-Judicial Stamp Paper)

**DEED OF JOINT UNDERTAKING EXECUTED BY APPLICANT AND THE
MANUFACTURER/CONSORTIUM PARTNER (STEAM GENERATOR/STEAM
TURBINE GENERATOR SET) FOR 2 X 660 MW SUPER CRITICAL THERMAL
POWER PROJECT AT SALKA VILLAGE, BLOCK PREMNAGAR, DISTRICT
SURAJPUR, CHHATTISGARH, INDIA**

This DEED OF JOINT UNDERTAKING executed this..... day of
Two thousand by M/s a Company registered under
..... having its Registered Office at
(hereinafter called the "Applicant/ 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 the "Manufacturer/Consortium partner",
which expression shall include its successors, administrators, executors and permitted
assigns)

in favour of IFFCO Chhattisgarh Power Ltd (ICPL), incorporated under the Companies
Act, 1956, having its Registered Office at IFFCO Sadan,C-1,District Centre Saket
Place, New Delhi 110 017 (India) (hereinafter called " ICPL" or "Owner" which
expression shall include its successors, administrators, executors and permitted
assigns).

WHEREAS the Owner has invited Application for prequalification for participation in
the RFP for design, engineering, manufacture, assembly, testing at works, supply,
transportation to site, storage, erection, installation, testing, commissioning and
conductance of guarantee tests for the 2 x 660 MW super critical thermal power
project on EPC basis at Salka Village, Block Premnagar, District Surajpur,

Chhattisgarh (hereinafter refer to as "Project") vide its document no: dated : ---
-----.

WHEREAS the tender document stipulates that the Applicant who meets the stipulated bid qualification requirements and shall associate or form a Consortium with a Steam Generator/Steam Turbine Generator set manufacturer who meets the requirements forming part of tender document.

WHEREAS M/s(Applicant) is submitting its Bid in response to the RFP document no :dated for supply of 2 x 660 MW Super Critical Thermal Power Plant or as a leader of the Consortium.

AND WHEREAS M/s..... (Applicant) desire to associate/form a consortium with a manufacturer of Steam Generator/Steam Turbine Generator set with supercritical parameters and fully meets the qualifying requirements as specified in the PQ document The Applicant and the Manufacturer/Consortium partner 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 to the Owner for successful performance of the Steam Generator/Steam Turbine Generator sets and its associated auxiliaries fully meeting the guaranteed parameters and characteristics as per the stipulations in the tender document in the event the Bid is accepted by the Owner resulting in a Contract.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the Owner considering our Application for prequalification for bidding for the Project and upon the award of the contract by the Owner to the Contractor for undertaking the Project (the "Contract"), we the Manufacturer/Consortium partner and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Owner for the execution and successful performance of the Steam Generator/Steam Turbine & Generator sets including its associated auxiliaries fully meeting the guaranteed parameters as specified in the tender document.
2. In case of any breach of the Contract committed by the Contractor, we the Manufacturer/Consortium partner do hereby undertake, declare and confirm

that we shall be fully responsible for the successful performance of the Steam Generator/Steam Turbine Generator sets including its associated auxiliaries and undertake to carry out all obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract. Further, if the Owner sustains, any loss or damage on account of any breach of the Contract, we the Manufacturer/Consortium partner and the Contractor jointly and severally undertake to promptly indemnify and pay such losses/ damages caused to the Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever. This is without prejudice to any right of Owner against the Contractor under the Contract and/or guarantees.

Without prejudice to the joint and several obligations of the Contractor and the Manufacturer/Consortium partner hereunder, if there is a non-performing equipment, the analysis/ investigations of the equipment manufactured by the Manufacturer/Consortium partner may initially be carried out by the Contractor within a period of 15 days from the date of reference of the problem by the Owner, before the Owner approaches the Manufacturer/Consortium partner for any such analysis/ investigation. It shall not be necessary or obligatory for the Owner to first proceed against the Contractor before proceeding against the Manufacturer/Consortium partner nor any extension of time or any relaxation given by the Owner to the Contractor shall prejudice any right of Owner under this Deed of Joint Undertaking to proceed against the Manufacturer/Consortium partner and Contractor. Determination of losses/damages shall in line with the aggregate liabilities of the Contractor as per the tender document.

3. Without prejudice to the generality of the undertaking in para '1' above, the manner of achieving the objectives set forth in para '1' above shall be as follows:
 - a) The Manufacturer/Consortium partner will be fully responsible for engineering, design, manufacture and supply of the entire Steam Generator/Steam Turbine Generator Sets including all its associated auxiliaries.

Further, the Manufacturer/Consortium partner shall depute their technical experts from time to time to the Owner's project site as required by Owner to facilitate the successful performance of the Steam Generator/Steam Turbine Generator sets including all its associated auxiliaries.

Further, Manufacturer/Consortium partner shall ensure proper design, engineering, manufacture, supply and successful performance of the Steam Generator/Steam Turbine Generator sets including all its associated auxiliaries in accordance with the tender document.

- b) In the event the Manufacturer/Consortium partner and the Contractor fails to demonstrate successful performance of the Steam Generator/Steam Turbine Generator sets including its auxiliaries as specified in the Contract, the Manufacturer/Consortium partner and the Contractor shall promptly carry out all corrective measures at their own expense and shall provide corrected design to the Owner
 - c) Implementation of the corrected design and all other necessary repairs, replacement, rectifications or modifications to the Steam Generator/Steam Turbine Generator Sets including all its associated auxiliaries shall be carried out. Thereafter, the Contractor and the Manufacturer/Consortium partner shall demonstrate the successful performance of the Steam Generator/Steam Turbine Generator sets and its associated auxiliaries meeting the guaranteed performance parameters as per the tender document.
4. We, the Contractor and the Manufacturer/Consortium partner do hereby undertake and confirm that this Deed of Joint Undertaking shall be initially valid till ninety (90) days after the scheduled end of warranty period of the last equipment/component covered under this Deed of Joint Undertaking. In case of delay in completion of the warranty period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. However, this Deed of Joint Undertaking shall terminate at the latest 24 months from the scheduled end of warranty period of the last Steam Generator/Steam Turbine & Generator sets its auxiliaries under the Contract. We, the Contractor and the Manufacturer/Consortium partner do further undertake and confirm that this

Deed of Joint Undertaking shall be irrevocable and shall not be revoked till expiry of its validity. We further agree that this Deed of Joint Undertaking shall be without any prejudice to the various liabilities of the Contractor including Performance Guarantee as well as other obligations of the Contractor in terms of the Contract.

5. The Contractor and Manufacturer/Consortium partner will be fully responsible for the quality of the Steam Generator/Steam Turbine Generator sets and its associated auxiliaries manufactured at their works or at their Vendors works or constructed at Site, and their repair or replacement, if necessary,
6. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as mentioned in the Contract Document. This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Chhattisgarh shall have exclusive jurisdiction.
7. In case of award, in addition to the Performance Guarantee to be furnished by the Contractor, the Manufacturer/Consortium partner shall furnish as security on demand Performance Bank Guarantee in favour of the Owner as per provisions of the tender document.
8. We, the Contractor and the Manufacturer/Consortium partner agree that this Deed of Joint Under-taking 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 until expiry of the warranty, as noted in clause 4 above.
9. That this Deed of joint undertaking shall be operative from the effective date of the Contract.

Note :

In case generator is manufactured by a separate company , then generator manufacturer also shall be part of DJU for STG along with Applicant and steam turbine manufacturer. The DJU format shall be modified suitably.

IN WITNESS WHEREOF, the Contractor and the Manufacturer/Consortium partner 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
(Contractor)

WITNESS :

1.
.....
(Signature of the Authorised Representative)

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

Common Seal of the
Company

For M/s.....
(Manufacturer/Consortium partner)

WITNESS :

1.
.....
(Signature of the Authorised Representative)

.....
(Official Address) Name

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

**FORMAT FOR DEED OF JOINT UNDERTAKING BETWEEN APPLICANT
AND COLLABORATOR/TECHNICAL LICENSOR (MANUFACTURER OF STEAM
GENERATOR/STEAM TURBINE GENERATOR) AS APPLICABLE
(TO BE SUBMITTED SEPARATELY FOR STEAM GENERATOR AND STEAM
TURBINE GENERATOR)**

(on Rs 100/- Non-Judicial Stamp Paper)

**DEED OF JOINT UNDERTAKING EXECUTED BY APPLICANT AND THE
COLLABORATOR/ TECHNICAL LICENSOR (MANUFACTURER OF STEAM
GENERATOR/STEAM TURBINE GENERATOR SET) FOR 2 X 660 MW SUPER
CRITICAL THERMAL POWER PROJECT AT SALKA VILLAGE, BLOCK
PREMNAGAR, DISTRICT SURAJPUR, CHHATTISGARH, INDIA.**

This DEED OF JOINT UNDERTAKING executed this..... day of
Two thousand by M/s a Company registered under
..... having its Registered Office at
(hereinafter called the "Applicant/ 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 the "Collaborator/Technical Licensor", which expression shall
include its successors, administrators, executors and permitted assigns)

in favour of IFFCO Chhattisgarh Power Ltd (ICPL), incorporated under the Companies
Act, 1956, having its Registered Office at IFFCO Sadan,C-1,District Centre Saket
Place, New Delhi 110 017 (India) (hereinafter called " ICPL" or "Owner" which
expression shall include its successors, administrators, executors and permitted
assigns).

WHEREAS the Owner has invited Applications for prequalification for participation in
the RFP for design, engineering, manufacture, assembly, testing at works, supply,
transportation to site, storage, erection, installation, testing, commissioning and
conductance of guarantee tests for the 2 x 660 MW super critical thermal power plant



on EPC basis at Salka Village, Block Premnagar, District Surajpur Chhattisgarh (hereinafter refer to as " Project") vide its document no: dated: -----.

And WHEREAS the tender document stipulates that the Applicant who meets the stipulated bid qualification requirements and is submitting its Bid in response to the document nodated for supply of 2 x 660 MW Super Critical Thermal Power Plant .

AND WHEREAS M/s..... (Applicant) is a manufacturer of Steam Generator/Steam Turbine Generator and associates with manufacturer of Steam Generator/ Steam Turbine Generator set with supercritical parameters and has a valid ongoing collaboration and technology transfer agreement including licence to manufacture and supply supercritical Steam Generator/Steam Turbine Generator and its associated auxiliaries covering the type, size and rating and fully meeting the qualifying requirements as specified in the PQ document.

And WHEREAS the Applicant and the Collaborator/Technical Licensor 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 to the Owner for successful performance of the Steam Generator/Steam Turbine Generator sets including its associated auxiliaries fully meeting the guaranteed parameters and characteristics as per the stipulations in the tender document in the event the Bid is accepted by the Owner resulting in a Contract.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the Owner considering our Application for pre-qualification for bidding for the Project and upon the award of the contract by the Owner to the Contractor for undertaking the Project (the "Contract"), we the Collaborator/Technical Licensor and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Owner for the execution and successful performance of the Steam Generator/Steam Turbine Generator sets including its associated auxiliaries fully meeting the guaranteed parameters as specified in the tender document.

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2. In case of any breach of the Contract committed by the Contractor, we the Collaborator/Technical Licensor do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Steam Generator/Steam Turbine Generator sets including its associated auxiliaries and undertake to carry out all obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract. Further, if the Owner sustains, any loss or damage on account of any breach of the Contract we the Collaborator/Technical Licensor and the Contractor jointly and severally undertake to promptly indemnify and pay such losses/damages caused to the Owner, 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 against the Contractor under the Contract and/or guarantees.

Without prejudice to the joint and several obligations of the Contractor and the Collaborator/Technical Licensor hereunder, if there is non-performing equipment, the analysis/ investigations of the non-performance of the equipment manufactured by the Contractor may initially be carried out by the Contractor within a period of 15 days from the date of reference of the problem by the Owner, before the Owner approaches the Collaborator/Technical Licensor for any such analysis/ investigation. It shall not be necessary or obligatory for the Owner to first proceed against the Contractor before proceeding against the Collaborator/Technical Licensor nor any extension of time or any relaxation given by the Owner to the Contractor shall prejudice any right of Owner under this Deed of Joint Undertaking to proceed against the Collaborator/Technical Licensor and Contractor. Determination of losses/damages shall be in line with aggregate liability of the Contractor as per the tender document.

The liability of the Collaborator/Technical Licensor under this Deed of Joint Undertaking and Contract shall be limited to the value of services and equipment/components supplied by Collaborator/Technical Licensor.

3. Without prejudice to the generality of the undertaking in para '1' above, the manner of achieving the objectives set forth in para '1' above shall be as follows:

- a) We, the Collaborator/Technical Licensor will be fully responsible for engineering, design; manufacture and supply of Collaborator/Technical Licensor's content of the Steam Generator/Steam Turbine Generator including all its associated auxiliaries.

Further, the Collaborator/Technical Licensor shall depute their technical experts from time to time to the Contractor's works and/ or at Owner's Site as required by Owner to facilitate the successful performance of the Steam Generator/Steam Turbine Generator set including all its associated auxiliaries. It is Mandatory for the Collaborator/Technical Licensor representative to witness and certify the performance tests of all the equipments carried out at Contractor's works and also at Site as per the specification.

Further, Collaborator/Technical Licensor shall ensure proper design, engineering, manufacture, supply and successful performance of the Steam Generator/Steam Turbine Generator sets including all its associated auxiliaries in accordance and fully meeting the guaranteed performance parameters as per the tender document and if necessary, the Collaborator/Technical Licensor shall advise the Contractor suitable modifications in design and implement reasonably necessary corrective measures.

- b) In the event the Collaborator/Technical Licensor and the Contractor fails to demonstrate successful performance of the Steam Generator/Steam Turbine Generator including its auxiliaries as specified in the Contract, the Collaborator/Technical Licensor and the Contractor shall promptly carry out all corrective measures at their own expenses and shall provide corrected design to the Owner.
- c) Implementation of the corrected design and all other necessary repairs, replacement, rectifications or modifications to the Steam Generator/Steam Turbine Generator sets including all its associated auxiliaries shall be carried out. Thereafter, the Contractor and the Collaborator/Technical Licensor shall demonstrate the successful performance of the Steam

Generator/Steam Turbine Generator sets and its associated auxiliaries meeting the guaranteed performance parameters as per the tender document.

4. We, the Contractor and the Collaborator/Technical Licensor do hereby undertake and confirm that this Deed of Joint Undertaking shall be initially valid till ninety (90) days after the scheduled end of warranty period of the last equipment/component covered under this Deed of Joint Undertaking. In case of delay in completion of the warranty period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. However, this Deed of Joint Undertaking shall terminate at the latest 24 months from the scheduled end of warranty period of the last Steam Generator/Steam Turbine Generator set and its auxiliaries under the Contract. We, the Contractor and the Collaborator/Technical Licensor do further undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till expiry of its validity. We further agree that this Deed of Joint Undertaking shall be without any prejudice to the various liabilities of the Contractor including Performance Guarantee as well as other obligations of the Contractor in terms of the Contract.
5. The Contractor and Collaborator/Technical Licensor will be fully responsible for the quality of Steam Generator/Steam Turbine Generator sets and its associated auxiliaries manufactured at their works or at their Vendors works or constructed at Site, and their repair or replacement, if necessary.
6. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as mentioned in the Contract Document. This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Chhattisgarh shall have exclusive jurisdiction.
7. In case of award, in addition to the Performance Guarantee to be furnished by the Contractor, the Collaborator/Technical Licensor shall furnish as security on demand Performance Bank Guarantee in favour of the Owner as per provisions of the tender documents.

8. We, the Collaborator/Technical Licensor 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 noted in clause 4 above.

9. That this Deed of joint undertaking shall be operative from the effective date of the Contract.

IN WITNESS WHEREOF, the Contractor and the Collaborator/Technical Licensor 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
(Contractor)

WITNESS :

1.
.....
(Signature of the Authorised Representative)

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

Common Seal of the
Company

For M/s.....
(Collaborator/Technical Licensor)

WITNESS :

1.....
.....
(Signature of the Authorised Representative)

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

Common Seal of the
Company.....

**FORMAT FOR DEED OF JOINT UNDERTAKING BETWEEN APPLICANT
(ENGINEERING, PROCUREMENT and CONSTRUCTION CONTRACTOR), SG/STG
MANUFACTURER AND/ OR “JV PARTNER – SG MANUFACTURER” / “JV
PARTNER – STG MANUFACTURER” AS APPLICABLE
(TO BE SUBMITTED SEPARATELY FOR STEAM GENERATOR AND STEAM
TURBINE GENERATOR)**

(on Rs. 100/- Non-Judicial Stamp Paper)

**DEED OF JOINT UNDERTAKING EXECUTED BY APPLICANT (EPC
CONTRACTOR), SG/STG MANUFACTURER AND/ OR THE “JV PARTNER – SG
MANUFACTURER” / “JV PARTNER – STG MANUFACTURER” (FOR
MANUFACTURE OF STEAM GENERATOR/STEAM TURBINE GENERATOR) FOR
2 X 660 MW SUPER CRITICAL THERMAL POWER PROJECT AT SALKA
VILLAGE, BLOCK PREMNAGAR, DISTRICT SURAJPUR, CHHATTISGARH, INDIA**

This DEED OF JOINT UNDERTAKING executed this..... day of
Two thousand by M/s a Company registered under
..... having its Registered Office at
(hereinafter called the "Applicant/ Contractor", which expression shall include its
successors, administrators, executors and permitted assigns) and

M/s..... a Company registered under
..... having its Registered Office at..... (herein after called the
SG/STG MANUFACTURER which expression shall include its successors,
administrators, executors and permitted assigns) and

M/s..... a Company registered under
..... having its Registered Office at..... (herein after called the
“JV PARTNER – SG MANUFACTURER” / “JV PARTNER – STG MANUFACTURER”,
which expression shall include its successors, administrators, executors and permitted
assigns)



in favour of IFFCO Chhattisgarh Power Ltd (ICPL), incorporated under the Companies Act, 1956, having its Registered Office at IFFCO Sadan,C-1,District Centre Saket Place, New Delhi 110 017 (India) (hereinafter called “ ICPL” or "Owner" which expression shall include its successors, administrators, executors and permitted assigns).

WHEREAS the Owner has invited Applications for pre-qualification for participation in the RFP for design, engineering, manufacture, assembly, testing at works, supply, transportation to site, storage, erection, installation, testing, commissioning and conductance of guarantee tests for the 2 x 660 MW super critical thermal power project on EPC basis at Salka Village, Block Premnagar, District Surajpur, Chhattisgarh (hereinafter refer to as "Project") vide its document no: dated : ---
-----.

And WHEREAS the tender document stipulates that the Applicant who meets the stipulated bid qualification requirements and associated with a Steam Generator/Steam Turbine Generator manufacturer who meets the requirements forming part of tender document.

WHEREAS M/s(Applicant) is submitting its Bid in response to the document no :dated for the 2 x 660 MW Super Critical Thermal Power Plant.

AND WHEREAS M/s..... (SG/ STG MANUFACTURER) for manufacture of Supercritical Steam Generator/Steam Turbine Generator with supercritical parameters and fully meets the qualifying requirements as specified in this document.

AND WHEREAS M/s..... (“JV PARTNER – SG MANUFACTURER” / “JV PARTNER – STG MANUFACTURER”) for manufacture of Supercritical Steam Generator/Steam Turbine Generator with supercritical parameters and fully meets the qualifying requirements as specified in this document.

And WHEREAS the Applicant, SG/STG manufacturer and the “JV partner – SG manufacturer” / “JV partner – STG manufacturer”, 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 to the Owner for successful performance of the

Steam Generator/Steam Turbine Generator and its associated auxiliaries fully meeting the guaranteed parameters and characteristics as per the stipulations in the tender document in the event the Bid is accepted by the Owner resulting in a Contract.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the Owner considering our Application for pre-qualification for bidding for the Project and upon the award of the contract by the Owner to the Contractor for undertaking the Project (the “Contract”), we the Contractor, SG/STG Manufacturer and the “JV partner – SG manufacturer” / “JV partner – STG manufacturer”, do hereby declare and undertake that we shall be jointly and severally responsible to the Owner for the execution and successful performance of the Steam Generator/Steam Turbine Generator sets including its associated auxiliaries fully meeting the guaranteed parameters as specified in the tender document.
2. In case of any breach of the Contract committed by the Contractor, we the SG/STG manufacturer and “JV partner – SG manufacturer” / “JV partner – STG manufacturer”, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Steam Generator/Steam Turbine Generator sets including its associated auxiliaries and undertake to carry out all obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor’s obligations and responsibilities stipulated in the Contract. Further, if the Owner sustains, any loss or damage on account of any breach of the Contract, we the SG/STG manufacturer and “JV partner – SG manufacturer” / “JV partner – STG manufacturer”, and the Contractor jointly and severally undertake to promptly indemnify and pay such losses/ damages caused to the Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever. This is without prejudice to any right of Owner against the Contractor under the Contract and/or guarantees.

Without prejudice to the joint and several obligations of the Contractor, SG/STG manufacturer and the “JV partner – SG manufacturer” / “JV partner – STG manufacturer”, hereunder, if there is non-performing equipment, the analysis/ investigations of the non-performance of the equipment manufactured

by the SG/STG manufacturer may initially be carried out by the Contractor and SG/STG manufacturer within a period of 15 days from the date of reference of the problem by the Owner, before the Owner approaches the “JV partner – SG manufacturer” / “JV partner – STG manufacturer” for any such analysis/ investigation. It shall not be necessary or obligatory for the Owner to first proceed against the Contractor before proceeding against the SG/STG manufacturer and “JV partner – SG manufacturer” / “JV partner – STG manufacturer”, nor any extension of time or any relaxation given by the Owner to the Contractor shall prejudice any right of Owner under this Deed of Joint Undertaking to proceed against the SG/STG manufacturer, “JV partner – SG manufacturer” / “JV partner – STG manufacturer”, and Contractor. Determination of losses/damages shall be in line with the aggregate liabilities of the Contractor as per the tender document.

3. Without prejudice to the generality of the undertaking in para '1' above, the manner of achieving the objectives set forth in para '1' above shall be as follows:

a) The SG/STG manufacturer and “JV partner – SG manufacturer” / “JV partner – STG manufacturer”, will be fully responsible for engineering, design; manufacture and supply of the entire Steam Generator/Steam Turbine Generator including all its associated auxiliaries.

Further, the SG/STG manufacturer and “JV partner – SG manufacturer” / “JV partner – STG manufacturer” shall depute their technical experts from time to time to the Owner’s Site as required by Owner to facilitate the successful performance of the Steam Generator/Steam Turbine Generator and its associated auxiliaries.

Further, SG/STG manufacturer and “JV partner – SG manufacturer” / “JV partner – STG manufacturer shall ensure proper design; engineering and manufacture of the Steam Generator/Steam Turbine Generator sets including all its associated auxiliaries in accordance with the tender document

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-
- b) In the event the SG/STG manufacturer. “JV partner – SG manufacturer” / “JV partner – STG manufacturer” and the Contractor fails to demonstrate successful performance of the Steam Generator/Steam Turbine Generator including its auxiliaries as specified in the Contract, the SG/STG manufacturer. “JV partner – SG manufacturer” / “JV partner – STG manufacturer” and the Contractor shall promptly carry out all corrective measures at their own expenses and shall provide corrected design to the Owner.
- c) Implementation of the corrected design and all other necessary repairs, replacement, rectifications or modifications to the Steam Generator/Steam Turbine Generator and its associated auxiliaries shall be carried out. Thereafter, the Contractor, the SG/STG manufacturer and “JV partner – SG manufacturer” / “JV partner – STG manufacturer” shall demonstrate the successful performance of the Steam Generator/Steam Turbine Generator and its auxiliaries meeting the guaranteed performance parameters as per the tender document.
4. We, the Contractor, the SG/STG manufacturer and “JV partner – SG manufacturer” / “JV partner – STG manufacturer” , do hereby undertake and confirm that this Deed of Joint Undertaking shall be initially valid till ninety (90) days after the scheduled end of warranty period of the last equipment/component covered under this Deed of Joint Undertaking. In case of delay in completion of the warranty period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. However, this Deed of Joint Undertaking shall terminate at the latest 24 months from the scheduled end of warranty period of the last Steam Generator/Steam Turbine Generator sets and its associated auxiliaries under the Contract. We, the Contractor, the SG/STG manufacturer and “JV partner – SG manufacturer” / “JV partner – STG manufacturer” do further undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till expiry of its validity. We further agree that this Deed of Joint Undertaking shall be without any prejudice to the various liabilities of the Contractor including Performance Guarantee as well as other obligations of the Contractor in terms of the Contract.

5. The Contractor, the SG/STG manufacturer and “JV partner – SG manufacturer” / “JV partner – STG manufacturer” will be fully responsible for the quality of Steam Generator/Steam Turbine Generator and its associated auxiliaries manufactured at their works or at their Vendors works or constructed at Site, and their repair or replacement, if necessary.
6. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as mentioned in the Contract Document. This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Chhattisgarh shall have exclusive jurisdiction.
7. In case of award, in addition to the Performance Guarantee to be furnished by the Contractor, the SG/STG manufacturer and “JV partner – SG manufacturer” / “JV partner – STG manufacturer” shall furnish as security on demand Performance Bank Guarantee in favour of the Owner as per provisions of this document.
8. We, the Contractor, the SG/STG manufacturer and “JV partner – SG manufacturer” / “JV partner – STG manufacturer” agree that this Deed of Joint Under-taking 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 as noted in clause 4 above.
9. That this Deed of joint undertaking shall be operative from the effective date of the Contract.

Note :

In case generator is manufactured by a separate company , then generator manufacturer also shall be part of DJU for STG along with Applicant, steam turbine manufacturer and “JV partner – ST manufacturer” as applicable. The DJU format shall be modified suitably.

IN WITNESS WHEREOF, the Contractor, the SG/STG manufacturer and “JV partner – SG manufacturer” / “JV partner – STG manufacturer” 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
(Contractor)



WITNESS:

1

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

.....
(Official Address)

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

Common Seal of the Company

WITNESS:

For M/s.....
(SG/STG Manufacturer)

.....
(Official Address)

(Signature of the Authorised Representative)
Name

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

WITNESS:

For M/s.....

(“JV PARTNER – SG MANUFACTURER”
/ “JV PARTNER – STG ANUFACTURER”)
.....

.....
(Official Address)

(Signature of the Authorised Representative)
Name

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