

FORMAT FOR DEED OF JOINT UNDERTAKING BY BIDDER (ENGINEERING,  
PROCUREMENT AND CONSTRUCTION COMPANY (EPC) /TURNKEY MANAGEMENT &  
CONTRACTING ORGANIZATION) AND LICENSED MANUFACTURER (MANUFACTURER  
OF STEAM GENERATOR) & ORIGINAL TECHNOLOGY HOLDER

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

**DEED OF JOINT UNDERTAKING EXECUTED BY BIDDER (ENGINEERING,  
PROCUREMENT AND CONSTRUCTION COMPANY(EPC) /TURNKEY MANAGEMENT &  
CONTRACTING ORGANIZATION) ALONG WITH THE LICENSED MANUFACTURER  
(MANUFACTURER OF STEAM GENERATOR SETS) & ORIGINAL TECHNOLOGY HOLDER  
FOR 2 X 660 MW SUPER CRITICAL THERMAL POWER PROJECT AT KOMARADA  
VILLAGE, VIZIANAGARAM DISTRICT, AP INDIA.**

This DEED OF JOINT UNDERTAKING executed this..... day of ..... Two  
thousand ..... by :-

M/s..... a Company incorporated  
under.....having its Registered office at .....  
(hereinafter called the " Licensed Manufacturer", 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 "Technology Licensor", which expression shall include its  
successors, administrators, executors and permitted assigns)

and

M/s ..... a Company registered under ..... having its  
Registered Office at ..... (hereinafter called the "Bidder/  
Contractor", which expression shall include its successors, administrators, executors and  
permitted assigns) in favour of Alfra Infraprop Private Limited (AIPL), incorporated under  
the Companies Act, 1956, having its Registered Office at 6<sup>th</sup> floor, civic centre,  
Dasturwadi, Naigaon Cross Road, Dadar(East), Mumbai 400 014 (India) (hereinafter  
called "AIPL" or "Owner" which expression shall include its successors, administrators,  
executors and assigns).

WHEREAS the Owner invited Bids for design, engineering, manufacture, assembly, testing at  
works, supply, transportation to site, storage, erection, installation, testing, commissioning and  
conductance of guarantee tests for the Steam Generator and their auxiliaries for the 2 x 660  
MW super critical thermal power project on EPC basis at Komarada Village, Vizianagaram  
District, A.P (hereinafter refer to as "Project") vide its document no: ..... dated : -----.

WHEREAS the tender document stipulates that the Bidder who meets the stipulated bid qualification requirements and associate with a Steam Generator set manufacturer who meets the requirements forming part of tender document.

WHEREAS M/s .....(Bidder) is submitting its Bid in response to the document no : ....dated ..... for supply of Steam Generator and their auxiliaries for the 2 x 660 MW Super Critical Thermal Power Plant.

AND WHEREAS M/s..... (Bidder) is a "EPC/Turnkey Management and Contracting Organization" and desires to associate with a manufacturer who is manufacturing the Steam Generator set with supercritical parameters under a valid license from a Original Technology Holder, who meets the qualifying requirements as specified in the tender document. The Bidder and the Licensed Manufacturer and Technology 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 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 award of the contract by the Owner to the Contractor, we the Licensed Manufacturer and Technology 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 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 Licensed Manufacturer and Technology Licensor do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Steam 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 Licensed Manufacturer and Technology 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 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 Licensed Manufacturer and Technology Licensor hereunder, if there is non-performing equipment, the analysis/ investigations of the non-performance of the equipment manufactured by the Licensed Manufacturer 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 Licensed Manufacturer and Technology 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 Licensed Manufacturer and Technology 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 licensed manufacturer and technology licensor 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 Licensed Manufacturer and Technology Licensor will be fully responsible for engineering, design; manufacture and supply of the entire Steam Generator including all its associated auxiliaries.

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

Further, Licensed Manufacturer and Technology Licensor shall ensure proper design; engineering and manufacture of the Steam Generator sets including all its associated auxiliaries in accordance with the tender document

b) In the event the Licensed Manufacturer and Technology Licensor and the Contractor fails to demonstrate successful performance of the Steam Generator including its auxiliaries as specified in the Contract, Licensed Manufacturer and Technology 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 and its associated auxiliaries shall be carried out. Thereafter, the Contractor and the Licensed Manufacturer and Technology Licensor shall demonstrate the successful performance of the Steam Generator and its auxiliaries meeting the guaranteed performance parameters as per the tender document.

4. We, the Contractor and the Licensed Manufacturer and Technology 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 sets and its associated auxiliaries under the Contract. We, the Contractor and the licensed manufacturer and technology 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 Licensed Manufacturer and Technology Licensor will be fully responsible for the quality of Steam Generator and its associated auxiliaries manufactured at their works or at their Vendors works or constructed at Owner's 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 Mumbai shall have exclusive jurisdiction.
7. In case of award, in addition to the Performance Guarantee to be furnished by the Contractor, the Licensed Manufacturer and Technology Licensor shall furnish as security an on demand Performance Bank Guarantee in favour of the Owner as per provisions of the tender document.
8. We, the Licensed Manufacturer and Technology Licensor and the Contractor 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.

IN WITNESS WHEREOF, the Licensed Manufacturer and Technology Licensor and the Contractor through their authorised representatives have executed these present and affixed common seal of their respective companies on the day, month and year first mentioned above.

WITNESS :

1. ....

.....  
(Official Address)

For M/s .....  
(Licensed manufacturer)

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

Common Seal of the Company .....

WITNESS :

1. ....

.....  
(Official Address)

For M/s .....  
(Technology Licensor)

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

Common Seal of the Company .....

For M/s.....  
(Contractor)

**WITNESS :**

1. ....

(Official Address)

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

Designation.....

Common Seal of the  
Company.....