

DEED OF JOINT UNDERTAKING BY THE COLLABORATOR ALONG WITH THE CONTRACTOR

Any deviation in this format will not be acceptable.

This Deed of undertaking executed this day of by a Company incorporated under and having its Registered Office at herein after called or Collaborator' which expression shall include its successors, executors and permitted assigns and (Bidder's Name) a Company incorporated under the Companies Act 1956 having its registered office at hereinafter called (Bidder's Name) or 'CONTRACTOR' which expression shall include its successors, executors and permitted assigns) in favour of Neyveli Lignite Corporation Limited, a company incorporated under the Companies Act 1956 having its Registered Office at Chennai-600 010 (hereinafter called the 'PURCHASER'), which expression shall include its successors, executors and assigns.

WHEREAS the PURCHASER is desirous of getting work of the design, manufacture, supply, transport and insurance, Port handling, Customs clearance, forwarding, storage, erection, testing and commissioning of (strike out whichever is not applicable) (herein after called as equipment) at done as per its specification No dated WHEREAS (Bidder's Name) submitted its technical proposal vide its Letter No. dated based on the association of M/s (Collaborator) AND WHEREAS it is a condition for the award of contract to (Bidder's Name) that (Bidder's Name) and its collaborator M/s would be jointly and severally bound and shall be responsible to the PURCHASER for the successful performance of the equipment fully meeting the parameters guaranteed as per the PURCHASER's specifications in terms of the Contract. NOW, THEREFORE, THIS UNDERTAKING witnesseth as under:

1. That consideration of the award of Contract by the PURCHASER (herein after referred to as the 'Contract') we, the collaborator and CONTRACTOR do hereby declare and guarantee that we shall be jointly and severally bound unto to the Neyveli Lignite Corporation Limited (PURCHASER) for the successful performance of equipment fully meeting the guaranteed parameters as per the contract and further shall be fully responsible for the correctness of design, manufacture, supply, transport, insurance, erection supervision, testing and commissioning of the equipment (strike out whichever is not applicable) in accordance with the Contract specifications. Further, we, the Collaborator and the CONTRACTOR hold ourselves jointly responsible for the timely execution of all activities in accordance with the contract.
2. Without prejudice to the generality of the undertaking in para - 1 above, the methods of achieving the objectives setforth above shall be as follows:

- a. The Collaborator shall be responsible for the preparation of all design, design calculation and manufacturing drawings for the equipment and shall provide all additional necessary technical assistance to (Bidder's Name) for the portion of the work to be performed by (Bidder's Name) in India. Further the Collaborator shall extend their quality surveillance to (Bidder's Name) during manufacture at CONTRACTOR's work and/or at the PURCHASER's project site. Without prejudice to the overall responsibility of the Collaborator as to the successful commissioning and performance of the equipment, the Collaborator shall in addition despite his technical experts from time to time to the CONTRACTOR's works/ PURCHASER and the CONTRACTOR in accordance with the stipulation in the Contract.
 - b. The Collaborator will be fully responsible for the quality of manufacture and the timely delivery of all the major equipments/ main assembly /components manufactured at his works or at his CONTRACTOR's work for incorporation in the equipment as per the Contract Schedule.
 - c. The CONTRACTOR shall be responsible to manufacture that portion of the equipment to be manufactured at his works or at the sub-Contractor's works as per the Collaborator's design and the Collaborator's quality acceptance level. Further the CONTRACTOR shall supervise the erection, commissioning and carry out the Take Over Test and Long Term Performance Test of the equipment as per the contract in accordance with the Collaborator's advice, procedure and guidance.
3. In the event of any breach in the performance of the obligations set forth above, we the collaborator and the CONTRACTOR, shall jointly and severally pay the loss or damage to the PURCHASER on his demand. Further we the Collaborator and the CONTRACTOR, jointly and severally undertake to pay to the PURCHASER the liquidated damages arrived at in accordance with the provisions of the Contract, in the event of any delay in supply or in completion of functional test including weighing of the equipment or in commissioning of the equipment without any demur, reservations, protest and recourse. Further, any extension of time, relaxation or indulgence by the PURCHASER to the CONTRACTOR/ Collaborator shall not prejudice the rights of the PURCHASER under this undertaking against the Collaborator of the CONTRACTOR.
 4. We, the Collaborator and the CONTRACTOR agree that this undertaking shall be irrevocable and further agree that this undertaking shall continue to be enforceable till the end of warranty period under the Contract. We further agree that this undertaking shall without prejudice to the various liabilities of the

CONTRACTOR including his Contract Performance Guarantee as well as his other obligations in terms of the Contract.

5. The Performance, rights and responsibility of the party shall be in accordance with the Contract and further the liability of the CONTRACTOR/ Collaborator under this Undertaking shall not in any case exceed the limits as stipulated in the Contract.
6. As a security, the Collaborator, apart from the CONTRACTOR's Performance Guarantee, shall furnish a Performance Guarantee from his Bank, in the form acceptable to the PURCHASER , in favour of the PURCHASER, prior to signing of the Contract. The value of the Guarantee shall be 5% value of the supplies /services to be made by the Collaborator and it shall be guaranteed towards the faithful performance/compliance of this Deed of Undertaking in accordance with the terms and conditions specified herein. The Guarantee shall be irrevocable and valid for the entire period of the contract , namely till end of the warranty period of the contract or after three months. The guarantee amount shall be payable to the PURCHASER on demand without any condition whatsoever.

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

..... (Signature)	For Collaborator Name Designation :
..... (Name in Block Letters)	seal of the company.
..... (Official address)	
..... (Signature)	For CONTRACTOR.
..... (Name in Block Letters)	Name : Designation :
.....	seal of the Company.
..... (Official address)	