

ATTACHMENT-3N

Technology License agreement/ Agreement for Right to Use of Technology (This is the sample format, Bidder shall be submit the agreement in compliance with the QR)

(As per clause 1.1.1 of QR stipulated at Item 4.0 of Bid Data Sheets of Bidding Document)

To
NTPC Limited

WHEREAS, M/s NTPC Limited (hereinafter called the Employer) invited Bids for Design & Set Up of 'Carbonated Fly Ash Brick (C-Brick) Plant of 2 Lakh per day capacity' at NTPC Ramagundam vide its Bidding Document No: CS-3100-702-9 (hereinafter called as 'Invitation for Bid')

WHEREAS **M/s Hamtek Technologies India Pvt. Ltd.** (Bidder/Contractor) is submitting its proposal in response to the Invitation for Bid.

AND WHEREAS vide clause 1.1.1 of QR mentioned under Item 4.0 of Bid Data Sheets of bidding documents, it has been specified that the Bidder, who meets the requirements at Clause 1.1.0(a) of Item 4.0 of Bid Data Sheets of bidding documents shall also has a valid agreement with technology licensor with an agency who meets the requirements of Clause 1.1.0(b) of Item 4.0 of Bid Data Sheets of bidding documents (hereinafter referred to as 'Technology Provider') in such case, the Bidder should submit an agreement executed by the Bidder and the agency complying with the requirements mentioned in 1.1.0(b) of QR.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

That in consideration of the Award of the Contract by the Employer to the Bidder/Contractor, we the Bidder/Contractor and the Technology Provider, do hereby declare and undertake the following:

1. We the Bidder/Contractor and Technology Provider shall be fully responsible to the Employer for the scope related to Technology Provider including execution and successful performance of the technology i.e. "**CO2 capture plant**" and all plant and equipment supplied by or through the Technology Provider or supplied incorporating the said technology for the complete package "**Design & Set Up of 'Carbonated Fly Ash Brick (C-Brick) Plant of 2 Lakh per day capacity' at NTPC Ramagundam**" (hereinafter called as 'the package'). The scope of technology provider is enclosed as **Annexure-I#** to this letter of undertaking.
2. The Technology Provider shall depute their technical experts from time to time to the Contractor's works / Employer's project site to facilitate the successful performance of the scope related to Technology Provider as stipulated in the aforesaid Contract and if necessary, the Technology Provider shall advise the Contractor for suitable modifications of design and implement necessary corrective measures to discharge the obligations under the scope related to technology provider.
3. Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the scope related to Technology Provider and fulfilment of all other contractual obligations as provided under the scope related to technology provider shall be the responsibility of the Contractor/Technology Provider as the case may be.

BID DOCUMENT NO.
CS-3100-702-9

Carbonated Fly Ash Brick (C-Brick) Plant of 2 Lakh per Day Capacity at
NTPC Ramagundam

4. We, the Contractor, and the Technology Provider do hereby undertake and confirm that this Technology License agreement shall be valid at least three years from the date of Techno-commercial bid opening or till the end of defect liability period of the contract or the completion of O&M period, whichever is later.
In case of delay in completion of defect liability period/ O&M period, the validity of this Agreement shall be extended by such period of delay. We further agree that this Agreement shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
5. We, the Contractor, and the Technology Provider will be fully responsible for the quality of all equipment/main assemblies/components under the scope related to Technology Provider manufactured at our works or at our vendor's works or constructed at site, and their repairs or replacement if necessary for incorporation in the relevant system(s) of the package mentioned above, awarded to the Bidder/Contractor and timely delivery thereof to meet the completion schedule under the contract.
6. Any dispute that may arise in connection with this Undertaking shall be settled as per "Settlement of Disputes" rules mentioned in the Contract Documents for package mentioned above awarded to the Bidder/Contractor. This Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.
7. We, the Technology Provider, and the Contractor agree that this Undertaking shall form an integral part of the Contract. We further agree that this Undertaking shall continue to be enforceable till its validity.
8. That this Undertaking shall be operative from the date of issuance of Notification of Award to the bidder/contractor.

IN WITNESS WHEREOF, the Technology Provider and the Contractor through their authorized representatives, have executed these presents and affixed common seal of their respective companies, on the day, month and year first mentioned above.

For Hamtek Technologies India Pvt. Ltd.	Witness:
 (Signature of the Authorized Representative)	1 
Name: P. C S Reddy	Signature Name & Address
Designation: Director	Y. Nagendra Babu – Manager (Engg.) H.No.8-2-293/82/F/B-23, Road No.8, Film Nagar, Jubilee Hills, Hyderabad-500096, Telangana State, India.
Common Seal of the Company	



For Technology Provider M/s Veolia Carbon Clean India Private Limited	Witness:
 (Signature of the Authorized Representative)	1
Name: Niraj Singh	 Signature Name & Address Amit Tawhare, Navi Mumbai, Maharashtra, India
Designation: General manager	
Common Seal of the Company 	

#-Scope of Technology Provider to be enclosed at Annexure-I to this Letter of Undertaking and to be jointly signed by the bidder and the Technology Provider

Important Instructions:

- (1) Power of Attorney duly Notarised of the Persons signing on behalf of Technology Provider and Bidder is to be furnished by the bidder along with Letter of Undertaking
- (2) Each page of Letter of Undertaking should be signed & stamped by Bidder & Technology Provider.

Annexure-I : Scope of Technology Provider to be enclosed

VCCIPL Scope of Works

1. Provide Process Design Package deliverables and Engineering Support as per the "Proposal" submitted by VCCIPL to the EPC.
2. Provide "Scope of Work for Commissioning & Performance Guarantee Test Support" i.e. Commissioning Support, Performance Test Support, Operational Data Assessment Report, O&M Manual. The terms of which shall be subsequently incorporated in detail in the Process License Agreement (sub-licensing of the technology upon EPC being awarded the Bid by the Client) subject to mutually agreed scope, timelines, and acceptance by EPC prior to bid submission.
3. Provide First fill & make up solvent as per Solvent Supply Agreement.