

ANNEXURE-I

**FORM OF JOINT UNDERTAKING BY THE LICENSOR
ALONGWITH THE BIDDER**

(On Non-Judicial Stamp Paper of Indian Rupees 300/-)

THIS DEED OF UNDERTAKING executed this _____ day of _____ Two thousand _____ by _____ a Company incorporated under the laws of _____ and having its registered office at _____ (hereinafter called the "Licensor" which expression shall include its successors, executors and permitted assigns) and _____ a Company incorporated under the Companies Act, 1956 having its Registered Office at _____ (hereinafter called the "Bidder" / "Contractor" / Licensee which expression shall include its successors, executors and permitted assigns) in favour of Gujarat Energy Transmission Corporation Limited (GETCO) having its registered office at Sardar Patel Vidyut Bhavan, Race Course, Vadodara- 390 007 (hereinafter called the "Employer" / Purchaser / Owner which expression shall include its successors, executors and assigns).

WHEREAS the Employer invited Bids as per its Specification No. _____ (1) which inter-alia includes the design, manufacture, testing, supply on Final Destination delivery at site basis for _____ (2) for _____ (3).

ANDWHEREAS Clause at 3.0 for Qualifying Requirements stipulates that the Bidder along with its Licensor must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the successful performance of the Contract in the event the Bid is accepted by the Purchaser resulting in a "Contract".

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No. _____ dated _____ based on the Licensee of the Licensor.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the "Contract") we, the Licensor and the Bidder / Contractor / Licensee do hereby declare that we shall be jointly and severally bound unto the Gujarat Energy Transmission Corporation Limited (GETCO) (Employer) for the successful performance of the Contract and shall be fully responsible for the design, manufacture, testing, supply on final destination delivery at site basis and successful performance of package in accordance with the Contract specifications.

Note: (1) Fill in the Specification No. here
(2) Name of equipment / material
(3) Fill in the Name of Project here.

- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Licensor in particular hereby agrees to depute their technical experts to the Contractor's Works as considered necessary by the Employer, Contractor and the Licensor to ensure proper design, manufacture, Quality Management, testing, supply on final destination delivery at site basis and successful performance of the equipment package in accordance with Contract Specifications and if necessary the Licensor shall advise the Supplier /Licensee suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the Contract.
- 3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the courts in Vadodara shall have exclusive jurisdiction in all matters arising under the undertaking.
- 4.0 As a security, the Licensor shall apart from the Supplier's performance guarantee, furnish a Performance Security from its Bank in favour of the Purchaser in a form acceptable to Purchaser. The value of such guarantee shall be equal to 5% of value of the Contract awarded by the purchaser to the Supplier and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The Guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, namely till the end of the warranty period _____ package under the Contract. The Bank Guarantee amount shall be payable to the Purchaser on demand without any reservation or demur.
- 5.0 We, the Licensor and the Bidder/Contractors confirm that the licensee agreement shall be valid for a period of at least five (5) years after the guarantee period of the equipment and materials to be supplied under the Contract.
- 6.0 We, the Licensor and the Bidder/Contractor agree that this undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this undertaking shall continue to be enforceable till the Purchaser discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Licensor and the Bidder / Supplier have through their authorized Representative executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESSES:

FOR LICENSOR

(Name in Block Letter)

Name _____

Designation _____

(Office Address)

Common seal of Company_____

(Signature of Authorized Representative)

Witnesses :

(Name in Block Letter)

Name _____

(Office Address)

Designation _____

Common seal of Company _____

For Bidder /Supplier/Licensee

1. _____

(Signature of Authorized Representative)

(Name in Block Letter)

Name _____

(Office Address)

Designation _____

Common seal of Company

For Employer (GETCO)

Note: This deed of joint undertaking should be attested by Notary Public at the place of the respective executant.