ANNEXURE-C: JOINT DEED OF UNDERTAKING
(To be submitted to GETCO by JV/Consortium Partners)

[To be executed on non-judicial stamp paper of appropriate value as per applicable Stamp Act, duly signed on each page by authorized representatives of each JV Partner]

To:
Gujarat Energy Transmission Corporation Limited (GETCO)
[Address]

THIS JOINT DEED OF UNDERTAKING executed on this _______ day of ____, *20* by:
M/s. [Lead Partner Name], an Individual / firm / LLP / Company incorporated under the __________(Name of the Act,_____) (as applicable)and having its registered office at [Address] (hereinafter called "Party No. 1" or "Lead Partner", which expression shall include its successors, executors and permitted assigns);
AND
M/s. [JV Partner Name], an Individual / firm / LLP / Company incorporated under the __________(Name of the Act, _____) (as applicable) and having its registered office at [Address] (hereinafter called "Party No. 2", which expression shall include its successors, executors and permitted assigns);
(Party No. 1 and Party No. 2 collectively referred to as "JV Partners" and individually as "Partner")
for the purpose of making a bid and entering into a contract (hereinafter called the "Contract") against the Notice Inviting Tender (NIT) No. _____________ for ____EPC Package of Gujarat Energy Transmission Corporation Limited (GETCO), having its registered office at [Address] (hereinafter called the "Employer/ Owner").
WHEREAS:
A. The JV Partners have entered into a Joint Venture Agreement dated _____________ for the purpose of bidding jointly for the aforesaid Work;
B. The Employer invited bids for the design, supply, erection, testing and commissioning of 220kV Underground XLPE Cable systems as stipulated in the bidding documents;
C. The JV Partners desire to submit this Joint Deed of Undertaking to confirm their joint and several commitments to the Employer.
NOW THIS UNDERTAKING WITNESSETH AS UNDER:
In consideration of the above premises and the Employer's agreement to consider the bid submitted by the JV/Consortium, all JV Partners hereby jointly and severally declare, undertake, warrant and confirm as follows:
1. Joint and Several Liability
We, the JV Partners, undertake and confirm that we shall be jointly and severally liable for:
- The submission of the bid and all commitments made therein;
- The complete performance and execution of the Contract in accordance with its terms, specifications, and schedules;
- All obligations, liabilities, and responsibilities under the Contract;
- Any breach, default, delay, or non-performance by any JV Partner.

2. Scope of Responsibilities
The responsibilities and obligations of each JV Partner are delineated in **Appendix-I** attached to this Undertaking. However, it is expressly understood and undertaken that:
- The above allocation of responsibilities shall not in any manner limit the joint and several liability of all JV Partners under the Contract;
- Each Partner remains fully liable for the complete Contract performance, irrespective of internal work allocation;
- The Employer may enforce the Contract against any or all Partners individually or collectively.

3. Lead Partner Authorization
We confirm and undertake that:
- M/s. [Lead Partner Name] is authorized to act as Lead Partner for and on behalf of all JV Partners;
- All communications, negotiations, and Contract execution shall be undertaken by the Lead Partner;
- All acts, commitments, and representations made by the Lead Partner shall be binding on all JV Partners.

4. Qualification Compliance
We warrant that:
- The JV/Consortium meets all technical and financial qualification requirements specified in the tender documents;
- Each Partner shall execute only that portion of work for which it possesses the prescribed qualifications as accepted by GETCO except the variations as may be permitted by GETCO;
- The allocation of work is in accordance with the Qualification Requirements and JV Agreement.
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5. Financial Securities

We undertake and confirm that:

Bank Guarantee Structure:

In accordance with the tender requirements, Bank Guarantees shall be provided as follows:

- The Lead Partner shall provide a Bank Guarantee equivalent to 10% of the overall tender cost as Security Deposit;
- Each JV Partner (including the Lead Partner) shall provide an additional Bank Guarantee equivalent to 5% of the overall tender cost;
- All such Bank Guarantees shall have identical terms, conditions, and validity as specified in the tender documents.

Joint and Several Liability for All Securities:

Notwithstanding the individual submission of Bank Guarantees as specified above, we, the JV Partners, hereby expressly undertake and confirm that:

- All JV Partners shall be jointly and severally liable for the maintenance, validity, extension, and any claims or encashment of all Bank Guarantees submitted by any Partner;
- Each Partner's liability extends to the entire aggregate amount of all financial securities provided by the JV/Consortium, regardless of which Partner submitted any specific security;
- GETCO shall be entitled to encash any or all Bank Guarantees at its discretion for any breach, default, or non-performance by the JV/Consortium;
- The encashment of any individual Partner's security shall not limit GETCO's right to claim against other Partners or other securities.

Other Financial Instruments:

All Performance Securities and other financial instruments required under the Contract (other than the initial Bank Guarantees specified above) shall be provided in the name of the JV/Consortium, with all Partners remaining jointly and severally liable for such securities.

Collective Undertaking:

We acknowledge and undertake that:

- The requirement for individual Bank Guarantees is purely an administrative arrangement as mandated by the tender;
- Such individual submission does not create any limitation on our joint and several liability;
- Each Partner remains fully liable for all financial obligations of the entire JV/Consortium;
- Failure by any Partner to maintain its financial securities shall constitute a breach by the entire JV/Consortium, for which all Partners shall be liable.

GETCO's Rights:

We confirm that GETCO may enforce any or all financial securities against any or all JV Partners individually or collectively, and such enforcement shall not prejudice GETCO's rights to claim additional damages or pursue other remedies under the Contract

6. Irrevocable Commitment

We confirm that:

- This Undertaking is irrevocable and shall remain valid throughout the Contract period;
- No Partner may withdraw or modify this Undertaking without GETCO's prior written consent;
- This Undertaking shall survive Contract award and shall be enforceable during Contract execution.

7. Default and Remedies

We acknowledge and agree that:

- Failure or default by any Partner shall constitute failure/default by the entire JV/Consortium;
- GETCO may invoke all Contract remedies against the JV/Consortium as a single entity;
- GETCO may debar any or all Partners from future participation as per its policies.

8. Governing Law and Jurisdiction

This Undertaking shall be:

- Construed and interpreted in accordance with the laws of India;
- Subject to the exclusive jurisdiction of courts at [Location];
- Governed by the provisions of the Contract upon award.

9. No Additional Liability

This Undertaking is provided solely for confirming joint and several liabilities of the JV Partners and shall not create any additional obligations beyond those specified in the Contract and tender documents.

IN WITNESS WHEREOF the JV Partners have executed this Joint Deed of Undertaking as of the date first written above.

For and on behalf of M/s. [Lead Partner Name]:

Common Seal affixed pursuant to Board Resolution dated _______

Name: _________________
Designation: ___________
Signature: _____________
WITNESSES:
1. Name: _____________ Signature: _____________
2. Name: _____________ Signature: _____________
For and on behalf of M/s. [JV Partner Name]:
Common Seal affixed pursuant to Board Resolution dated _______
Name: _________________
Designation: ___________
Signature: _____________
WITNESSES:
1. Name: _____________ Signature: _____________
2. Name: _____________ Signature: _____________
ATTACHMENTS:
Appendix-I: Detailed roles and responsibilities of each JV Partner
Board Resolutions of both Partners
Power of Attorney to Lead Partner
Copies of Joint Venture Agreement

Appendix-I

(JV Partners may use their own format for **Scope of Responsibilities**)