

Form of Undertaking 1B

(Applicable if retention payment/ monies, over and above the security deposit/ Contract Performance Guarantee (CPG), that remain to be released as per the Contract are not adequate)

To,
Additional Chief Engineer (Procurement & Contracts)
Gujarat Energy Transmission Co. Ltd. Corporate Office,
Vadodara

Subject: Undertaking for Liquidated Damages (LD) for Delay under Sub-Clause 10.3 of Special Conditions of Contract

Dear Sir,

This is In connection with the Contract for “____name of line / substation____”, Tender Specification No: _____, awarded on us vide Letter of Award ref no [.....] dated [.....]

Request for Non-Withholding of RA Bills Pending LD Settlement:

Pursuant to Sub-Clause 10.3 of the SCC, and notwithstanding the provisions of Sub-Clause 10.2, we hereby request that amounts from our Running Account (RA) bills not be withheld or retained by Gujarat Energy Transmission Co. Ltd. (GETCO) on account of pending settlement of Liquidated Damages (LD). In this regard, we hereby furnish the following undertaking as required under the said Sub-Clause 10.3 of the Special Conditions of Contract (SCC):

1. Retention Payments Covering LD Amount:

We note that as per the present status of the Contract referred above, no retention payments/ monies, over and above the Security Deposit/Contract Performance Guarantee (CPG), are available OR the available retention payments/ monies are not adequate, to recover the amount of maximum leviable LD, if so decided by GETCO. We confirm and undertake that we shall not claim such retention payments/ monies, as may be available with GETCO, until the settlement of LD is finalized.

We further confirm and undertake that, even when the amount of retention payments/ monies becomes sufficient to cover the LD amount, we shall not claim such retention payments/ monies, as may be available with GETCO, until the settlement of LD is finalized.

2. Supplementary Authorization for Utilization of Existing Bank Guarantees or Other Securities: In addition to the retention payments/ monies mentioned above and if retention payments are found insufficient to cover the maximum leviable LD, we irrevocably authorize GETCO to utilize any Bank Guarantees or other securities furnished by us under this Contract or any other Contract with GETCO, which have partly or fully served their purpose, for recovery of LD. Such Bank Guarantees include but are not limited to the following:

- Bank Guarantee No. [Insert Number] dated [Insert Date] issued by [Insert Bank Name] for an amount of [Insert Amount].
- Bank Guarantee No. [Insert Number] dated [Insert Date] issued by [Insert Bank Name] for an amount of [Insert Amount].
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3. **Extension of Bank Guarantee Validity:** We undertake to extend the validity of such Bank Guarantees or securities, as required by GETCO, to ensure their availability for recovery of LD. The extended validity shall be for a period of six (6) months beyond the anticipated completion of the works/supplies under the Contract.
4. **Without Prejudice to GETCO's Rights Under Sub-Clause 10.2:** We expressly acknowledge and agree that our request under Sub-Clause 10.3 is made without prejudice to the rights of GETCO under Sub-Clause 10.2, which GETCO may exercise at its sole discretion, without any prior intimation or notice to us, at any stage or time of its choosing.

We confirm that this undertaking is furnished in good faith and in full compliance with the terms and conditions of the Contract.

Yours faithfully,

For and on behalf of [Name of Contractor]

[Name of the signatory]

[Designation]

[Seal & Signature of Contractor]

Date: _____ Place: _____

Witness: Signature: _____ Name: _____ Address: _____
Contact Number: _____

Note:

- This undertaking shall be executed on a non-judicial stamp paper of appropriate value as per applicable laws duly notarised.
- The Contractor shall ensure that all terms mentioned herein are strictly adhered to during the execution of the Contract.