

2. FORM OF JOINT DEED OF UNDERTAKING BY THE PARENT/ PRINCIPAL / GROUP COMPANY ALONGWITH THE BIDDER/ INDIAN MANUFACTURER

THIS DEED OF UNDERTAKING executed this day of Two Thousand and by M/s., a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Parent /Principal/ Group Company" which expression shall include its successors, executors and permitted assigns), and M/s., a Company incorporated under the laws of having its Registered Office at (hereinafter called the "Indian Manufacturer" which expression shall include its successors, executors and permitted assigns) and Ms/., a Company incorporated under the laws of having its Registered Office at (hereinafter called the "Bidder/Contractor" which expression shall include its successors, executors and permitted assigns) in favour of (*insert names of the Employer*), a Company incorporated under the Companies Act of 1956 having its registered office at(*insert registered address of the Employer*)..... (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Employer" invited Bid as per its Specification No. for the execution of(*insert name of the package alongwith project name*).....

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No. dated and its Bid has been accepted by the Employer resulting in a Contract vide Notification of Award issued on (hereinafter called the 'Contract').

AND WHEREAS Clause No., Section, of, Vol.—... forming part of the Bid Documents inter-alia stipulates that the Indian Manufacturer alongwith its Parent Company/Principal/ Group Company and Contractor must fulfill the technical Requirements for the *..... and be jointly and severally bound and responsible for the successful performance of the *..... offered from Indian Manufacturer.

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 Parent Company/Principal/ Group Company and Indian manufacturer and the Contractor do hereby declare that we shall be jointly and severally bound unto the (*insert name of the Employer*), for the successful performance of the *..... and shall be fully responsible for the manufacture/assembly/ testing and successful performance of the *..... in accordance with the Contract Specifications.
- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Parent Company/Principal/ Group Company in particular hereby agrees to depute their technical experts from time to time to the Indian Manufacturer's Works/ Employer's Project site as mutually considered necessary by the Employer, Contractor, Indian Manufacturer and the Parent Company/Principal/ Group Company to ensure proper manufacture/assembly/ testing and successful performance of the equipment in accordance with Contract Specifications and if necessary, the Parent Company/Principal/ Group Company shall advise the Indian Manufacturer 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 Delhi shall have exclusive jurisdiction in all matters arising under the Undertaking.
- 4.0 We, the Parent Company/Principal/ Group Company and Indian manufacturer 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 Employer discharges it. It shall become operative from the effective date of Contract / date of execution of this deed of undertaking.

IN WITNESS WHEREOF the Parent Company/Principal/ Group Company, the Indian Manufacturer and the Bidder/Contractor have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

(For Parent Company/Principal/ Group Company)

Signature

Name

(Signature of the authorized representative)

Office Address

Name

Common Seal of Company
.....

WITNESS

(For Bidder)

Signature

Name

(Signature of the authorized representative)

Office Address

Name

Common Seal of Company
.....

WITNESS

(For Indian Manufacturer)

Signature

Name

(Signature of the authorized representative)

Office Address

Name

Common Seal of Company
.....

Note:

1. For the purpose of executing the Deed of Joint Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant(s).
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. This Deed of Joint Undertaking duly certified by the Company Secretary shall be submitted alongwith the bid. Further, the Deed of Joint Undertaking attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that country shall be submitted by the bidder within ten (10) days from the date of intimation of post-bid discussion.
4. *The name(s) of equipment (**viz. Thyristor Valves or HVDC Control and Protection (C&P)**) for which Joint deed of undertaking is to be submitted is to be inserted.
5. The manufacturer may be having ongoing collaboration agreement or had collaboration agreement in the past with the collaborator.
6. In the following event(s), the Joint deed of undertaking shall be required to be modified suitably:
 - i. In case bid is submitted by an individual firm and Contractor is itself an Indian Manufacturer
 - ii. In case the bid is submitted by a Joint Venture (JV) of two or more firms as partners, then the Joint deed of undertaking shall be modified accordingly.