

Annexure-B

FORM OF JOINT DEED OF UNDERTAKING BY THE TOWER MANUFACTURER ALONGWITH THE BIDDER/ CONTRACTOR

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 “Tower Manufacturer” 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 “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 manufacture, fabrication, supply of tower parts as per Contractor’s/ Employer’s design (**wherever applicable**), casting of foundation, erection of all types of towers, stringing of conductor and earthwire, testing and commissioning ofTransmission Line.

AND WHEREAS Clause No., Section, of, Vol.—... forming part of the Bid Documents inter-alia stipulates that the Bidder and/or Manufacturer must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the quality and timely supply of tower parts in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No. dated based on tie-up with the Tower Manufacturer for supply of tower parts.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

1. In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the “Contract”) we, the Tower Manufacturer and the Bidder/Contractor do hereby declare that we shall be jointly and severally bound unto the (*insert name of the Employer*), for the manufacture, testing, supply of tower parts on FOR destination delivery at site basis in accordance with the Contract Specifications.
2. Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Tower Manufacturer hereby agrees to depute their representatives from time to time to the Employer’s Project site as mutually considered necessary by the Employer, Bidder/Contractor and the Tower

Manufacturer to ensure proper quality, manufacture, testing and supply on FOR destination delivery at site basis and successful performance of the material in accordance with Contract Specifications. Further, if the Employer suffers any loss or damage on account of non-performance of the material (tower parts) fully meeting the performance guaranteed as per Bid Specification in terms of the contract. We the Tower Manufacturer and the Contractor jointly and severally undertake to pay such loss or damages to the Employer on its demand without any demur.

3. 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. As a security, the Tower Manufacturer shall apart from the Contractor's performance guarantee, furnish a Contract Performance Guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to **02%** of the cost of tower parts to be supplied by the Tower Manufacturer as identified in the Contract awarded by the Employer to the Bidder/Contractor 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 Defect Liability Period of under the Contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur.
5. We, the Tower Manufacture/ 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.

IN WITNESS WHEREOF the Tower Manufacturer and/or 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

Signature

Name

Office Address

(For Tower Manufacturer)

(Signature of the authorized representative)

Name

Common Seal of Company

WITNESS

Signature

Name

Office Address

(For Bidder)

(Signature of the authorized representative)

Name

Common Seal of Company