

**FORM OF JOINT DEED OF UNDERTAKING BY THE COLLABORATOR/ PARENT COMPANY
ALONGWITH THE BIDDER/MANUFACTURER**

**[In line with Clause : Qualifying Requirements for manufacturer of OPGW of
Section-**

I: Technical Specifications, Volume-II]

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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 **“Collaborator”** 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 **“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 along with project name*).....

AND WHEREAS Clause No., Section, of, Vol.—... forming part of the Bid Documents inter-alia stipulates that the Contractor and Manufacturer alongwith its Collaborator must fulfill the Qualifying Requirements for OPGW and be jointly and severally bound and responsible for the successful performance of OPGW offered in the event the proposal for supply of OPGW from the Manufacturer submitted by the Contractor is accepted by the Employer.

AND WHEREAS the Contractor has submitted its proposal to the Employer vide Proposal No. dated for supply of OPGW from the Manufacturer based on the collaboration/association of the Collaborator with the Bidder/Manufacturer.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the Employer to the Contractor (hereinafter referred to as the "Contract") we, the Collaborator and the Contractor and the Manufacturer do hereby declare that we shall be jointly and severally bound unto the (*insert name of the Employer*), for the successful performance of OPGW and shall be fully responsible for the design, manufacture, testing, supply on FOR destination delivery at site basis and supervision of unloading at site, storage, erection, testing & commissioning and successful performance of OPGW 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 Collaborator in particular hereby agrees to depute their technical experts from time to time to the Contractor's/Indian Manufacturer's Works/Employer's Project site as mutually considered necessary by the Employer, Contractor, Manufacturer and the Collaborator to ensure
- (i) A valid technology transfer agreement, including license to manufacture and supply from India, between the Collaborator (the technology provider) and the Manufacturer covering the type, size and rating of the *.....sets specified, valid minimum up to the end of the defect liability period of the contract. The technology transfer agreement necessarily covers transfer of technological know-how for *..... in the form of complete transfer of design dossier, design software's, drawings and documentation, quality system manuals and imparting relevant training to the personnel of the Manufacturer.
 - (ii) Proper design, engineering, manufacture, testing, supply transportation and delivery at site and supervision of unloading at site, storage, erection, testing & commissioning and successful performance of the equipment in accordance with Contract Specifications and
 - (iii) If necessary, the Collaborator shall advise the 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 As a security, the Manufacturer shall apart from the Contractor's performance guarantee, furnish **additional 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 10% of the Ex works cost of OPGW as identified in the Contract awarded by

the Employer to the Contractor. The guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, and 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.

5.0 We, the Collaborator and Contractor and/or Manufacturer 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.

6.0 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 to adjudicate any dispute arising under or in connection with this agreement.

IN WITNESS WHEREOF the Collaborator, the Manufacturer and the 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.

(For Collaborator)

WITNESS

(Signature of the authorized
representative)

Signature

Name

Name

Common Seal of Company
.....

Office Address

WITNESS

(For Contractor)

Signature

(Signature of the authorized
representative)

Name

Name

Office Address

Common Seal of Company
.....

WITNESS

(For Manufacturer)

Signature

(Signature of the authorized
representative)

Name

Name

Office Address

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 executants parties. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
2. 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.

ANNEXURE-D

**PROFORMA OF UNDERTAKING BY THE PROPOSED SUPPLIER OF CORE OF HTLS
CONDUCTOR**

(On Non-Judicial Stamp Paper of appropriate value, wherever applicable)

To,

Power Grid Corporation of India Ltd.
B-9, Qutab Institutional Area
Katwaria Sarai
New Delhi - 110016

Dear Sir,

Whereas Power Grid Corporation of India Ltd., with its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110016 (hereinafter referred to be as the “”), having invited bids for (Name of the package & Specification No.) in response to which M/s. (Name of the Bidder), with its Registered office at (Full Address) are submitting the bid vide ref date..... (hereinafter called the ‘Bid’).

We, (Name of the Core supplier) with its Registered Office at..... (Full Address..... (hereinafter referred to as the ‘Core Supplier’, which expression shall unless repugnant to the context and meaning therefore include its successor, administrator, executor and permitted assigns) do hereby undertake in the event of award of the Contract to supply required quantity of HTLS core for supply of HTLS conductor covered under the scope of the Contract, fulfilling all the requirements and construction schedule agreed under the Contract.

Signed on this day of 2021 at.....

(Signature)
Authorised signatory on behalf of
M/s.....
(Name)
(Designation).....

Note: Separate undertaking to be provided in case of more than one core supplier proposed.

ANNEXURE-E

FORM OF JOINT DEED OF UNDERTAKING BY THE POLE 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 “Pole 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 poles, stringing of conductor and earthwire, testing and commissioning of Transmission 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 pole 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 pole 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 Pole 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 pole 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 Pole 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 Pole 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 (pole parts) fully meeting the performance guaranteed as per Bid Specification in terms of the contract. We the Pole 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 Pole 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 pole parts to be supplied by the Pole 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 Pole 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 Pole 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

(For Pole Manufacturer)

Signature

(Signature of authorize representative)

Name

Name

Office Address

Common Seal of Company

WITNESS

(For Bidder)

Signature

(Signature of authorize representative)

Name

Name

Office Address

Common Seal of Company

Annexure-F

**FORM OF JOINT UNDERTAKING BY THE LICENSOR
ALONGWITH THE LICENSEE (APPLICABLE FOR ITEMS OTHER THAN HTLS CONDUCTOR)
On Non-Judicial Stamp Paper of Appropriate Value**

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 "Licensee" which expression shall include its successors, executors and permitted assigns) in favour of Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns).

WHEREAS the Employer invited Bids as per its Specification No. for the construction of transmission line which inter alia include design, manufacture, testing, supply on Final Destination delivery at site basis for Composite Insulator*, Conductor*, Hardware Fittings* and Accessories for Conductor & Earthwire*-for Transmission Lines.

AND WHEREAS Clause no., Section, of, Vol.—... forming part of the Bidding Documents inter alia stipulates that the Licensee along with its Licensor must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the successful performance of the equipment and shall be fully responsible for the design, manufacture, testing, supply and final destination delivery at site basis in the event the Bid is accepted by the Employer resulting in a "Contract".

AND WHEREAS a company incorporated Companies Act 1956, having its Registered Office at (hereinafter called the "Bidder"/"Contractor" which expression shall include its successors, executors and permitted assigns) the Bidder has submitted its Bid for the Employer for Transmission Line having Specification No. vide Proposal No. dated based on the License 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 Licensee do hereby declare that we shall be jointly and severally bound unto the Power Grid Corporation of India Ltd. (Employer)/the Bidder for the successful performance of the equipment and shall be fully responsible for the design, manufacture, testing, supply and final destination delivery at site basis and successful performance of equipment 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 Licensor in particular hereby agrees to depute their technical experts to the Licensee's works as considered necessary by the Employer, Bidder 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 in accordance with Contract Specifications and if necessary the Licensor shall advise the Licensee suitable modifications of the designs and implement necessary corrective measures to discharge the obligations under the Contract.
- 3.0 As a security, the Licensor shall apart from the Contractor's performance guarantee, furnish a Performance Security from its Bank in favour of the Employer in a form acceptable to Employer. The value of such guarantee shall be equal to 5% of the Contract Price of equipment/material proposed to be manufactured and supplied by the Licensee under the contract awarded by the Employer to the 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 warranty period of package under the Contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur.
- 4.0 We, the Licensor undertakes to guarantee sequential and timely supply of equipments and materials and submission of technical information and data as designed of the Employer so as to meet the overall construction schedule.

- 5.0 We, the Licensor and the Licensee confirm that the License 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 is over.
- 6.0 This Deed of Undertaking shall be constructed 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.
- 7.0 We the Licensor and the Licensee 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 and the Bidder discharge it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Licensor and the Licensee have through their authorised Representative executed these presents and affixed Common Seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

FOR LICENSEE

- | | |
|---------------------------------|---|
| 1.
(Signatures) |
(Signature of Authorised Representative) |
|
(Name in Block Letter) |
(Name) |
|
(Office Address) | Designation
Common Seal of Company |

WITNESS

FOR LICENSOR

- | | |
|---------------------------------|---|
| 1.
(Signatures) |
(Signature of Authorised Representative) |
|
(Name in Block Letter) |
(Name) |
|
(Office Address) | Designation
Common Seal of Company |

- Note :** (i) This deed of joint undertaking should be attested by Notary Public of the place of the respective executants.
- (ii) To be filled separately for each package.

Annexure-G

**FORM OF JOINT UNDERTAKING BY THE LICENSOR ALONGWITH THE LICENSEE (APPLICABLE
FOR HTLS CONDUCTOR)**

On Non-Judicial Stamp Paper of Appropriate Value

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 "Licensor" 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 "Conductor Manufacturer / Licensee / Supplier" 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" 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 Clause No., Section, of, Vol.—... forming part of the Bidding Documents inter-alia stipulates that the Licensee along with its Licensor must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the successful performance of the equipment offered 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 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/Supplier do hereby declare that we shall be jointly and severally bound unto the (*name of the 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 the equipment 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 Licensor in particular hereby agrees to depute their technical experts to the Supplier's Works/Employer's Project site as considered necessary by the Employer, Supplier and the Licensor to ensure proper design, manufacture, Quality Management, testing, supply on final destination delivery at site basis and successful performance of the goods in accordance with the Contract specifications and if necessary the Licensor shall advise the Supplier suitable modifications of the designs and implement necessary corrective measures to discharge the obligations under the Contract.
- 3.0 This Deed of Undertaking shall be constructed 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 As a security, the Licensor shall apart from the Contract Performance Guarantee and Supplier'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 equal to **5% (Five percent)** of the Ex-works cost of the **HTLS Conductor** proposed to be manufactured and supplied by the Supplier under the contract 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 under the Contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur.
- 5.0 We, the Licensor undertakes to guarantee sequential and timely supply of equipments and materials and submission of technical information and data as desired by the Employer so as to meet the overall construction schedule.
- 6.0 We, the Licensor and the Bidder /Supplier confirm that the licensee agreement shall be valid for a period of at least two (2) years after the guarantee period of the goods to be supplied under the Contract is over.
- 7.0 We the Licensor and the Bidder /Supplier 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 discharge it. It shall become operative from the effective date of Contract.

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

WITNESS	(FOR LICENSOR)
.....
(Signatures)	(Signature of Authorized Representative)
.....
(Name in Block Letter)	(Name)
.....	Designation
(Office Address)	Common Seal of Company

WITNESS	(FOR SUPPLIER)
Signature	(Signature of the authorized representative)
Name	Name
Office Address	Common Seal of Company

WITNESS	(FOR BIDDER)
.....
(Signatures)	(Signature of Authorized Representative)
.....
(Name in Block Letter)	(Name)
.....	Designation
(Office Address)	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 Authorized representatives of each of the partners and should invariably be witnessed.
3. This Deed of Joint Undertaking duly attested by Notary Public of the place(s) of the respective executant(s), shall be submitted along with the Bid.
4. In the event the Bidder is a Conductor Manufacturer, then the Joint deed of undertaking shall be modified accordingly.