**Section IV. Bidding Forms**

**5. FORM OF JOINT DEED OF UNDERTAKING BY THE BIDDER/CONTRACTOR ALONGWITH HIS ASSOCIATE/COLLABORATOR FOR SUCCESSFUL PERFORMANCE OF THE SYSTEM**

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/Associate” 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)* …………….., 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 mentioned above for the execution of ……………*(insert name of the package along with project name)*…………………...

AND WHEREAS the Bidder have submitted its Bid bearing Proposal No. …………………….. dated …………… against the above specification.

AND WHEREAS………………………. is entitled to Bid under Conditions of Contract of the Bidding Documents, provided the Bidder and its qualified associate give an undertaking that they shall be held jointly and severally responsible and bound unto the Employer for successful performance of the -----------------------\* as per the Bid Specifications, in the event the Bid is accepted, by the Employer, resulting in a contract (hereinafter called the ‘Contract’).

NOW, THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the award of the Contract by the Employer to ……….. we, the aforesaid Associate and Contractor, will jointly and severally be bound and responsible in accordance with the Contract to the Employer for the successful performance of the ------------\*such that it fully meets the guaranteed parameters required as per the Contract Specification.
2. Without prejudice to the generality of the undertaking in paragraph 1 above, the method of achieving the objectives set forth in paragraph 1 have shall be as follows:
   1. The Associate shall be required to design, manufacture and supply the entire System and provide supervision during erection, testing, commissioning and performance testing at Employer’s site as mutually agreed upon among the Employer, Contractor and Associate to facilitate the successful performance of the entire System as stipulated in the Contract Specification and as guaranteed by the Associate.
   2. The Associate will be responsible to erect, commission and carryout the performance tests of the equipment supplied by the Contractor.
   3. In the event Associate and the Contractor fail to demonstrate successful performance of the entire System as set forth in Clause 1 above, the Associate/Contractor will take proper corrective measures to make good the deficiencies in performance.
   4. The Associate will be fully responsible for Quality of the entire System and its timely delivery as per the Contract.
3. In the event of any breach in the performance of the obligations set forth in Clause 2 above or in the event of any shortfall in the equipment performance up to the guaranteed levels in terms of the Contract documents, the Associate and the Contractor jointly and severally undertake to pay to the Employer on its demand without any demur, reservation, protest and recourse, the damages/liquidated damages as the case may be, in terms of the Contract. However, the financial liability of the Associate to the Employer with respect to and all claims arising out of the performance or non-performance of the obligations set forth in this Deed read in conjunction with the relevant provisions of the Contract, shall however, be limited to the extent of 100% of price of his sub-contract with the Contractor as established in the Contract.
4. This Deed of Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
5. We, the Contractor and Associate, undertake not to revoke this Undertaking till the expiry of the Guaranteed Availability period of the entire System under the Contract, and the further stipulate that the undertaking herein contained shall terminate upon satisfactory completion of such period. We further agree that this undertaking shall be without prejudice to the various liabilities of the Contractor, including the Contract Performance Guarantees as well as other obligations of the Contractor in terms of the Contract.
6. As a security, the Associate shall, apart from the Contractor’s performance Guarantee, furnish Performance Guarantee, from its Bank in favour of the Employer in a form acceptable to it. The value of such Guarantee shall be equal to 10% of the price of his sub contract with the Contractor as established from the Contract and it shall be un-conditional, irrevocable and valid for the entire period of the Contract namely till the end of the Warranty of the entire System under the Contract. The guarantee shall be payable to the Employer on demand.
7. That this Deed will form an integral part of the Contract awarded to the Contractor on acceptance of its bid and shall be operative from the effective date of the contract.

IN WITNESS WHEREOF, the Associate 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.

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| WITNESS  Signature …………………….  Name ………………………..  Office Address ………………. | (For Collaborator/Associate)  (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 …...……………. |

**Note:**

1. 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 along with 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 Employer’s country 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.

3. \* The name of the item for (i), and/or (ii) ,and/or, (iii) and/or (iv) of the Section III, EQC Clause 2.4

4. No subcontractor or joint venture partner for the items (i) and/or (ii) of the Section , EQC Clause 2.4 shall be associated with more than one Bidder. Association with more than Bidder , all the Bids associated shall be rejected.