

(To be executed on Non-judicial Stamp paper of Rs.300/- & duly Notarized)

(In case of "Company" Registered under Companies Act)

Undertaking

This Deed of Undertaking is executed at _____ on _____ by M/s. _____ a Company Registered under the Indian Companies Act 1956 having its Registered Office at _____ (hereinafter referred to as "the Supplier", which expression shall, unless excluded by or repugnant to the context include its Successors or Assigns) on the one part, and the Paschim Gujarat Vij Company Limited. having their Regd. And Corporate Office "Paschim Gujarat Vij Seva Sadan", Off Nana Mava Main Road, Laxminagar, Rajkot-360004 (hereinafter referred to as "PGVCL" which expression shall unless excluded by or repugnant to the context include its Successors Assigns) or on the other part.

WHEREAS, the aforesaid Paschim Gujarat Vij Company Limited has accepted the offer of the aforesaid Supplier M/s. _____ for supply of _____ brand with new PGVCL Monogram as per PGVCL Tender/Order No. _____ dated: _____.

AND WHEREAS in terms of the contractual clause No. _____ of the afore-said Contract, the Supplier shall have to give an Undertaking to the PGVCL to the effect that the _____ brand with new PGVCL Monogram supplied to the Paschim Gujarat Vij Company Limited **will not be supplied to anybody** else but only to the authorized Representative of the Paschim Gujarat Vij Company Limited under their specific Orders and that if duplication of the said seal is found on the installation, to identify investigation, prosecution will be done at our cost.

NOW, THEREFORE, we the above named Partners of M/s. _____, hereby agree and undertake that the _____ Brand with new PGVCL Monogram supplied to the Paschim Gujarat Vij Company Limited **will not be supplied to anybody** else but only to the authorized Representative of the Paschim Gujarat Vij Company Limited under their specific orders.

We hereby further agree and undertake that, if duplication of the aforesaid seal is detected on the installation, we will identify investigation and prosecution for the same will be done by us immediately in the court of competent jurisdiction at our own cost and risk.

IN WITNESS WHEREOF, I, the authorized Officer / Representative of M/s. _____ has set my hands and affixed on the Common Seal of Company the day, month and year first above written.

For and on behalf of M/s. _____

(Name with Signature)

Common Seal of the Company

Witness:

(Full Name, Address & Signature)

Notarized

- 1)
- 2)

(To be executed on Non-judicial Stamp paper of Rs.300/- & duly Notarized)

(In case of "Partnership" Firms)

Undertaking

This Deed of Undertaking is executed at _____ on _____
by:-

- (i) Shri / Smt. _____ aged about _____ years, residing at _____
_____;
- (ii) Shri / Smt. _____ aged about _____ years, residing at _____ ; &
- (iii) Shri / Smt. _____ aged about _____ years, residing at _____
_____.

All Partners of the Partner-ship firm named as M/s. _____ having its Registered Office at _____ (hereinafter referred to as "the Supplier", which expression shall, unless excluded by or repugnant to the context include the Legal Heirs, Representatives, Administrators, Executors or Successors of the Partner-ship firm and each of the Partners names herein above) on the one part, and the Paschim Gujarat Vij Company Limited. having their Regd. And Corporate Office "Paschim Gujarat Vij Seva Sadan", Off Nana Mava Main Road, Laxminagar, Rajkot- 360004 (hereinafter referred to as "PGVCL" which expression shall unless excluded by or repugnant to the context include its Successors Assigns) or on the other part.

WHEREAS, the aforesaid Paschim Gujarat Vij Company Limited has accepted the offer of the aforesaid Supplier M/s. _____ for supply of _____ Seal brand with new PGVCL Monogram as per PGVCL Tender/Order No. _____ dated: _____.

AND WHEREAS in terms of the contractual clause No. _____ of the afore-said Contract, the Supplier shall have to give an Undertaking to the PGVCL to the effect that the _____ Seal brand with new PGVCL Monogram supplied to the Paschim Gujarat Vij Company Limited **will not be supplied to anybody** else but only to the authorized Representative of the Paschim Gujarat Vij Company Limited under their specific Orders and that if duplication of the said seal is found on the installation, to identify investigation, prosecution will be done at our cost.

NOW, THEREFORE, we the above named Partners of M/s. _____, hereby agree and undertake that the _____ Seal Brand with new PGVCL Monogram supplied to the Paschim Gujarat Vij Company Limited **will not be supplied to anybody** else but only to the authorized Representative of the Paschim Gujarat Vij Company Limited under their specific orders.

We hereby further agree and undertake that, if duplication of the aforesaid seal is detected on the installation, we will identify investigation and prosecution for the same will be done by us immediately in the court of competent jurisdiction at our own cost and risk.

IN WITNESS WHEREOF, we the above-named Partners, of the Partner-ship Firm, M/s. _____ have set our hands and affixed the Seal of our Partner-ship Firm, the day, month and year fist above written.

For and on behalf of M/s. _____

(Seal of Firm)
(Name with Signature of each)

1) Name : _____
(Signature)

2) Name : _____
(Signature)

3) Name : _____
(Signature)

Witness:

(Full Name, Address & Signature)

Notarized

1)

2)

(To be executed on Non-judicial Stamp paper of Rs.300/- & duly Notarized)

(In case of "Proprietary Firm")

Undertaking

This Deed of Undertaking is executed at _____ on _____ by M/s. _____ a Proprietary Ship firm concern solely owned managed and controlled by Shri _____ having its Registered Office at _____ (hereinafter referred to as "the Supplier", which expression shall, unless excluded by or repugnant to the context include its Successors or Assigns) on the one part, and the Paschim Gujarat Vij Company Limited. having their Regd. And Corporate Office "Paschim Gujarat Vij Seva Sadan", Off Nana Mava Main Road, Laxminagar, Rajkot- 360004 (hereinafter referred to as "PGVCL" which expression shall unless excluded by or repugnant to the context include its Successors Assigns) or on the other part.

WHEREAS, the aforesaid Paschim Gujarat Vij Company Limited has accepted the offer of the aforesaid Supplier M/s. _____ for supply of _____ brand with new PGVCL Monogram as per PGVCL Tender/Order No. _____ dated: _____.

AND WHEREAS in terms of the contractual clause No. _____ of the afore-said Contract, the Supplier shall have to give an Undertaking to the PGVCL to the effect that the _____ brand with new PGVCL Monogram supplied to the Paschim Gujarat Vij Company Limited **will not be supplied to anybody** else but only to the authorized Representative of the Paschim Gujarat Vij Company Limited under their specific Orders and that if duplication of the said seal is found on the installation, to identify investigation, prosecution will be done at our cost.

NOW, THEREFORE, we the above named Proprietor of M/s. _____, hereby agree and undertake that the _____ Brand with new PGVCL Monogram supplied to the Paschim Gujarat Vij Company Limited **will not be supplied to anybody** else but only to the authorized Representative of the Paschim Gujarat Vij Company Limited under their specific orders.

We hereby further agree and undertake that, if duplication of the aforesaid seal is detected on the installation, we will identify investigation and prosecution for the same will be done by us immediately in the court of competent jurisdiction at our own cost and risk.

IN WITNESS WHEREOF, I, the Sole Proprietor of M/s. _____ has set my hands and affixed on the Common Seal of Company the day, month and year first above written.

For and on behalf of M/s. _____

(Name with Signature)

Common Seal of the Company

Witness:

(Full Name, Address & Signature)

Notarized

1)

2)