

## FORM b) LETTER OF UNDERTAKING

[On the letterhead of the Bidder]

### LETTER OF UNDERTAKING

**Date:** \_\_\_\_\_

To

The Procurement Officer

Plot E1, SIPCOT Industrial Growth Centre,

Oragadam, Mathur Post, Sriperumputhur Taluk,

Kanchipuram - 602 105,

Tamil Nadu, India.

**Phone:** +91-44-27143500

**Re:** Tender No. 08/GARC/2022/EMC/370

We acknowledge that the documents for Tender No. 08/GARC/2022/EMC/370 issued to us are confidential and we hereby undertake and agree as follows:

1. **“Confidential Information”** means the Tender documents and everything contained therein, all documentation, data, particulars of the works and technical or commercial information made by (or on behalf of) GARC or obtained directly or indirectly from GARC or its representatives by us or which is generated by us or any information or data that we receive or have access to, as a result of the Tender, as being confidential information of GARC, provided that such term does not include information that (a) was publicly known or otherwise known to us prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by us or any person acting on our behalf.
2. We shall maintain the confidentiality of Confidential Information in accordance with procedures adopted by us in good faith to protect confidential information of third parties delivered to us, provided that we may deliver or disclose Confidential Information to our authorized representatives who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Undertaking.
3. We shall not at any time whatsoever:
  - (i) Disclose, in whole or in part, any Confidential Information received directly or indirectly from the GARC to any third party.
  - (ii) Reproduce, publish, transmit, translate, modify, compile or otherwise transfer the Confidential Information.

4. In case our bid is not accepted and immediately upon the acceptance of the bid of any of the other Bidder, we shall:
  - (i) Return all Confidential Information including without limitation, all originals, copies, reproductions and summaries of Confidential Information; and
  - (ii) Destroy all copies of Confidential Information in our possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.
  
5. We shall certify to GARC that we have returned or destroyed such Confidential Information to GARC within two (2) days of such a request being made by GARC.

**Name of Bidder**

**Signature of Authorised Representative**