

## Appendix- 14 - Format for Confidentiality Undertaking

### **CONFIDENTIALITY UNDERTAKING**

**(On Company Letter Head with seal)**

I, \_\_\_\_\_{**Name of Authorized Person**} on behalf of (**[Name of Bidder]**)  
Undertake to GIPCL that:

1. I undertake to keep confidential at all the times information obtained directly, indirectly through written, verbal or any other means during working for this assignment. I undertake not to disclose, publish, reveal, copy, transmit, quote, use any of the information in full or part, data, drawings, documents, photographs or any other literature to anyone during the course of assignment and thereafter in future either by the Company or any individual. The undertaking shall be binding to Bidding Firm including its successor/assignee as a whole and all individuals assigned to the task irrespective of their association with Bidding Firm in future.
2. I acknowledge that damages are not a sufficient remedy for any breach of this Undertaking and that GIPCL is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of this Undertaking, in addition to any other remedies available to GIPCL as per law .
3. I acknowledge that this Undertaking is governed by the law in force in India and I agree to submit to jurisdiction of the court of Vadodara, Gujarat.
4. I undertake to sign Non Disclosure Agreement (NDA) in case of assigning the job.

Company Seal

Authorized Signatory

Place:

Date:

## Appendix- 15: Format for Bank Guarantee for Advance Payment

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(To be executed on non-judicial stamped paper appropriate Value)

B. G. No. \_\_\_\_\_ Date: \_\_\_\_\_

1. In consideration of Gujarat Industries Power Company Limited, having its office at Post: Ranoli, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter called “The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs.....(Rupees.....only) to M/s. .... (hereinafter called “the said Contractor (s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand, terms and conditions of Contract/Order dated. ....on production of a bank guarantee of equivalent amount.
2. We .....Bank having its branch office at .....do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the Company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment / adjustment of any part of the said advance or any dues to the company or any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s) orders(s) or by reasons of the Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s). Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any claim dispute or disputes raised by the contractor (s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under. Our liability to pay is not dependable or conditional on the owner proceeding against the Contractor(s)/ Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Sellers but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled.

....2....

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5. We .....Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contractor(s)/ Order(s) have been fully and properly carried out by the said Contractor(s)/Seller(s) and accordingly discharges the guarantee.
6. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till project completion date..... as per LOI reference..... dated.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly Authorized person  
On behalf of the Bank  
With Seal & Signature code

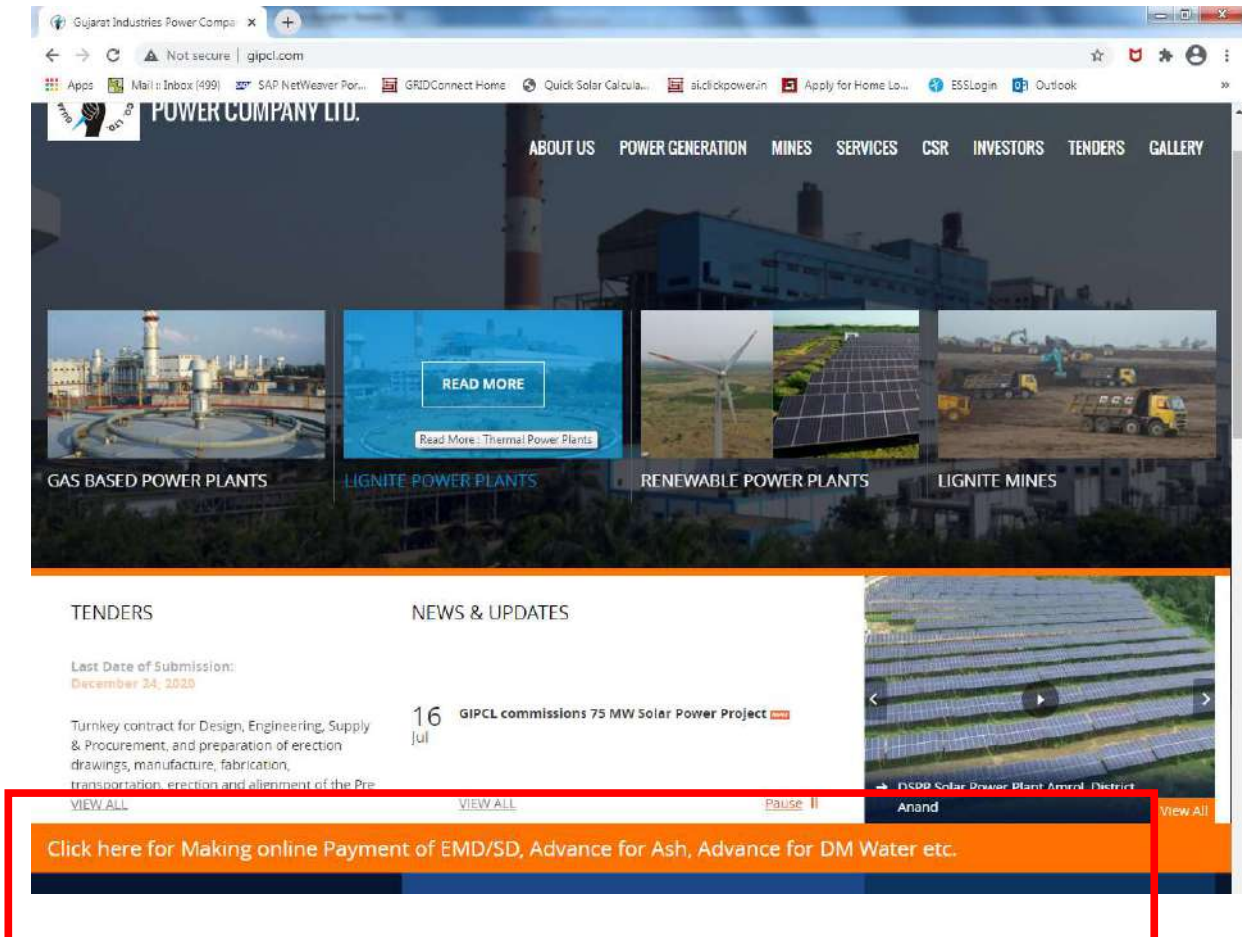
**Note:** BGs to be furnished from any of the banks listed at Appendix 11.

Address of Corporate Office should be referred in case of Foreign BG.

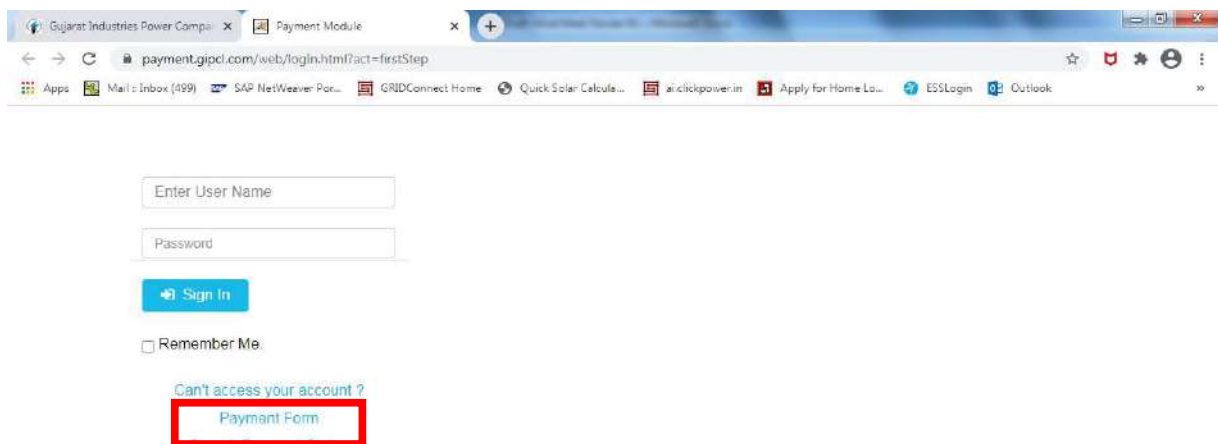
APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF 2375 MW CAPACITY SOLAR/WIND/HYBRID RENEWABLE ENERGY PARK AT GREAT RANN OF KUTCH AREA, IN THE STATE OF GUJARAT

**Appendix- 16 Procedure for Online Payment (Transfer of Tender Fee/EMD)**

1) Visit [www.gipcl.com](http://www.gipcl.com) and click the online payment option



2) It will redirect to following page. Now click on payment form



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- 3) Now select EMD/Tender fees option and fill required details. Wherever details are not available with bidder like party code, they can enter Not Applicable.

The screenshot shows the 'Payment Type Master Form' in a web browser. The form includes fields for 'Select Type of Payment', 'Enter Party Code', 'Enter Name of Party', 'Enter GST No', 'Enter PAN No', 'Enter Email Id', 'Enter Phone Number', 'Enter Mobile Number', 'Enter Address', 'Select Location', 'Enter Payment amount', and 'Enter Additional remarks'. A dropdown menu is open for 'Select Type of Payment', showing options: 'Advance For DM WATER', 'Advance for Ash', 'EMD', 'Tender fees', 'Invoice/Bill Payment', 'Security Deposit', and 'Other'. A 'SUBMIT' button is visible at the bottom right of the form.

- 4) After filling required details click on submit button.

The screenshot shows the 'Payment Type Master Form' with the following details filled in: 'Select Type of Payment' is 'Tender fees', 'Enter Party Code' is 'Not Applicable', 'Enter Name of Party' is 'xyz', 'Enter GST No' is 'xyz', 'Enter PAN No' is 'XYZ', 'Enter Email Id' is 'abc@domain.com', 'Enter Phone Number' is '999999', 'Enter Mobile Number' is '9999999', 'Enter Address' is 'xyz', 'Select Location' is 'SOLAR', 'Enter Payment amount' is '2500', and 'Enter Additional remarks' is 'DRB @GEOTECH TENDER'. The 'SUBMIT' button is highlighted with a red box.

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5) Now make a payment with suitable option and take screenshot and upload with online bid.

