

**UNDERTAKING BY THE DEVELOPMENT AGENCY**

**PROJECT APPLIED FOR:** \_\_\_\_\_

I, Mr. /Ms. \_\_\_\_\_, \_\_\_\_\_ (Designation) authorised representative of \_\_\_\_\_ (Company Name), a public limited company/ private limited company/ partnership firm/ limited liability partnership/ one person company/ sole proprietorship registered as per applicable Indian laws (tick as applicable), located at \_\_\_\_\_ (Company Address) do hereby undertake the following:-

S. No.	Clause	Please Circle (as applicable)	
		Yes	No
1.	The company is debarred/banned/blacklisted or the business dealings with whom are "suspended"/ "put on hold", by the Ministry of Defence (Refer to Appendix A of Scheme SOP)	Yes	No
2.	The company is owned and controlled by a Resident Indian citizen with a shareholding of at least 51% (Refer to Appendix A of Scheme SOP)	Yes	No
3.	The company has taken / applied for any grant for a similar project from any Ministry / Department of Government of India.	Yes	No
4.	The company has applied to this EoI as a member of another Association of Persons (AoP)/ Consortium responding to the EoI.	Yes	No
5.	The company is registered as a _____ (Startup/ MSME/ Large Industry) and the _____ (DIPP, UAN, GSTIN) registration number is _____ (registration number). The MSME is a _____ (In case of MSME, please mention Micro/ Small/ Medium Enterprise or else write N/A) as per " <a href="#">The Gazette of India CG-DL-E-01062020-219680 PART-II- Section3- Sub-section (ii) No.1532 NEW DELHI, Monday, June 1, 2020/JYAISTHA11.1942</a> "	Yes	No
6.	The company ensures clause wise acceptance of all terms and conditions given in the EoI, for the complete lifetime of the project.	Yes	No
7.	Whether the company is under the Insolvency resolution process as per the Indian Insolvency and Bankruptcy Code.	Yes	No
8.	Whether the company has negative Net Worth in the previous Financial Year ending 31 <sup>st</sup> March.	Yes	No
9.	In the event of a change in any of the above- mentioned clauses, the same will be informed to DRDO with supporting documents within 30 days	Yes	No

SV

1130

**Details of involvement in Scheme projects:**

	As Lead DA	As Consortium Partner
Project Completed		
Project Short Closed		
Project currently under execution		
Project Currently applied for		

**Authorized Signatory:**

**Official Seal**

**Date:**

Project Title: \_\_\_\_\_

1129



## Non-Disclosure and Integrity Undertaking

NAME OF INDUSTRY:

PROJECT APPLIED FOR:

1. For purposes of this Undertaking and any documents relating to or purportedly executed in connection with the MoD Scheme, the term "Confidential Information" shall be read to mean, with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the MoD Scheme project applied for or awarded, including technology area, selection and evaluation of Development Agencies, development costs and timelines, project progress, procurement costs, details about subcontract vendors, and evaluation results, and excluding any such information which (i) is known to the public (through no act or omission of the receiving party in violation of this Undertaking); (ii) is lawfully acquired by the receiving party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the receiving party prior to its disclosure under this ; (iv) was or is independently developed by the receiving party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case the party so required shall give the other party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable such other party to seek a protective order or other appropriate remedy at such other party's sole costs.
2. I/we \_\_\_\_\_ [Name, Designation] the authorised representative of \_\_\_\_\_ [Organisation, Address] I have read the policy and understand that any Confidential Information that I/we will learn about DRDO or information about any third party, as a result of being a part of the application process of a project and award of project with Technology Development Fund, DRDO shall be protected, during the Term of this Agreement and thereafter, through non-disclosure. The disclosure, distribution, electronic transmission or copying of such Confidential Information is prohibited and punishable by law. Any employee, personnel, vendor, or any other person, who discloses confidential information will be subject to disciplinary action, even if the Industry/ Individual does not actually benefit from the disclosure of such information.
3. I/We \_\_\_\_\_ [Name, Designation] the authorised representative of \_\_\_\_\_ [Organisation, Address] shall not disclose to any third party, vendor, subcontractor about the DRDO project while

procuring the goods and services during the period of engagement with the project and if compulsorily requires, it will be done with the permission of DRDO

4. For the sake of clarity, it is reiterated that all affiliates of the recipient party and all directors, officers, employees, agents and representatives of a recipient party or its affiliates shall be included within the definition of the term "recipient party" for purposes of this Agreement and shall be bound by the terms and conditions of this Agreement. The recipient party shall be responsible for any breaches of this Agreement by any of its affiliates and any directors, officers, employees, agents and representatives of such recipient party or its affiliates.
  
5. In the event that recipient party is requested or required (by oral questions, interrogations, requests for information or documents in legal proceedings, civil investigations or other similar process or by any law, rule or regulation of any governmental agency or regulatory authority) to disclose any of the Confidential Information, such party shall provide the other party with prompt written notice of any such request or requirement so that such other party may seek appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver, and if one party is nonetheless, legally compelled to disclose Confidential Information, such party may, without liability hereunder, disclose to such court or tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate remedy or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal.
  
6. Disclosure of any information classified as "Confidential Information" as per this Undertaking on any print or electronic media shall only be done by the recipient party after obtaining prior written permission from DRDO.
  
7. I/We \_\_\_\_\_ [Name, Designation]  
the authorised representative of \_\_\_\_\_ [Organisation,  
Address] undertake that I/we:
  - a. Have not given, offered or promised to give, and will not offer or promise to give, directly or indirectly any gift, benefits consideration, reward, commission, fees brokerage or inducement to any person in service of DRDO or otherwise in awarding of the MoD Scheme Project applied for.
  - b. Will not offer or promise to give, directly or indirectly any gift, benefits consideration, reward, commission, fees brokerage or inducement to any person in service of DRDO or otherwise during the execution of the MoD Scheme Project, if awarded to me/us.
  - c. Have not entered and will not enter into an undisclosed agreement or understanding with other industries applying for awarding of the MoD Scheme Project (applied for) as

- a Development Agency, with respect to prices, specifications, certifications, or subsidiary contracts.
- d. Will not commit any offence under PC/IPC Act.
  - e. Have disclosed and will disclose any transgressions with any other company that may impinge on the anti-corruption principle.
  - f. Will disclose to DRDO my/our foreign shareholders, principals, and associates, if any.
  - g. Have disclosed and will disclose to DRDO (for the duration of the validity of Project Agreement for MoD Scheme project applied for) any other projects taken of a similar nature, or in similar domain/sector, or which include development of similar deliverables/ prototypes/ equipment/ software, or where my/our manpower dedicated to or specifically engaged for the MoD Scheme Project applied for is also utilized/deployed, in any other government or private Indian or Bilateral/Foreign scheme or partnership/business dealing with any other Indian or Foreign entity.
8. All information provided by I/we in the Undertaking shall be true and correct in all respects as of the date of this Undertaking, and (save in the cases of any special circumstances for which I/we shall intimate DRDO at the earliest) shall remain true and correct from the date of this Undertaking to such date that the project under the Scheme is completed and the product and related documentation delivered in accordance with the terms agreed upon. Notwithstanding anything in this undertaking, each clause and information provided shall be read to be severable.
9. I/We understand that any violation of this Non-Disclosure and Integrity Undertaking will entail disqualification from the MoD Scheme project application process and exclusion from future projects, as per existing provisions of GFR 2017, PC Act, 1988, and other Financial Rules/Guidelines as may be applicable.

**Authorized Signatory of Development Agency:**

**Official Seal**

**Date:**