

To be executed on plain paper and E-Stamp of value INR 500/- or above and this undertaking has to be notarized

Date:

To,
Gujarat Narmada Valley Fertilizers and Chemicals Limited,
(n)Code Solutions, IT Division of GNFC Limited,
14th Floor, Tower One, Road 5C, Zone 5,
GIFT City, Gandhinagar,
- 382355, Gujarat.

Undertaking Cum Integrity Pack

For the purposes of this Undertaking Cum Integrity Pact ("the Pact") following references shall be used:

Gujarat Narmada Valley Fertilizers and Chemicals ("GNFC") Limited hereinafter referred to as "The Principal",

and

hereinafter referred
to as "The Bidder(s)/
Contractor(s)"

Comment [SSD1]: Complete Name of the Service Provider

(The Principal and the Bidder (s)/Contractor(s) are collectively referred to as "the Parties".

A. Preamble

The Principal intends to award, under laid down organizational procedures, contract/s Request For Proposal/Expression of Interest Number: dated for ("the Contract"). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

Comment [SSD2]: Insert the RFP Number, Date and Name

B. Commitments Cum Undertaking of the Bidder/ Contractor

- (1) The Bidder / Contractor commits to take all measures necessary to prevent corruption. He commits himself to observe the following during his participation in the tender/RFP process and during the contract execution:
 - a. The Bidder/ Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender/RFP process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally

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entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender/RFP process or during the execution of the contract.

- b. The Bidder / Contractor will not enter into any agreement or understanding with other Bidders in connection with the bid, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder/ Contractor will not committed any offence under the relevant Anti- corruption Laws of India/Indian Penal Code, 1860. Further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e. The bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder(s)/ contractor(s) of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender/RFP.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

C. Disqualification from tender/RFP process and exclusion from future contracts

- (1) If the Bidder, before the Contract is awarded, has committed a transgression through a violation of Section B or in any other form such as to put his reliability or credibility as Bidder into question:
- a. the Principal is entitled to disqualify the Bidder from the tender/RFP process or to terminate the Contract, if already signed, for such reason.
 - b. the Principal is entitled to exclude the Bidder / Contractor from participating in future contracts/tenders/RFPs. The imposition and duration of the exclusion will be determined by the Principal based on the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the

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transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a term as may be notified by the Principal.

- (2) An act/omission would be treated as a transgression after due consideration of the available evidence by the Principal.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such disqualification/exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision of disqualification/exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder/ Contractor can prove that he has restored the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the aforesaid disqualification/exclusion prematurely.

D. Compensation for Damages

- (1) Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the Principal shall have the following rights in case of breach of this Pact by the Bidder/Contractor:
 - (i) To forfeit the Earnest Money/Bid Security if the Bidder is disqualified from the tender/RFP process prior to the award in terms of Section B;
 - (ii) To forfeit/invoke the Security Deposit/ Performance Bank Guarantee if the Principal has either terminated or is entitled to terminate the Contract of the Bidder in terms of Section B.

E. Previous transgression

- (1) The Bidder declares that he has not committed any transgressions in the last three (3) years against any Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could invite/justify his exclusion from this tender/RFP process.
- (2) Any concealment of information or misrepresentation of facts, in regard to the aforesaid, can lead to his disqualification from the tender/RFP process or termination of the Contract, if already awarded, or invite any other appropriate action(s) as deemed fit.

F. Equal treatment of all Bidders/ Contractors/ Subcontractors

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- (1) The Principal will enter into Pacts on identical terms with all bidders and contractors of this RFP.
- (2) The Bidder(s) / Contractor(s) assures to procure from all their subcontractors an undertaking for the adoption of this Pact. The Bidder (s) / Contractor(s) shall alone be responsible for any violation (s) of the provisions laid down in the Pact by any/all of their sub-contractor (s) or sub-vendor (s).
- (3) The Principal will be entitled to disqualify from the tender/RFP process all bidders who do not sign this Pact or violate its provisions.

G. Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption as per existing Anti-Corruption Law in India, or if the Principal has substantive suspicion in this regard, the Principal will take the necessary criminal action against the Bidder, Contractor or Subcontractor.

H. Pact Duration

- (1) This Pact comes into force and it expires for the Contractor 12 (twelve) months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

I. Other provisions

- (1) This Pact is subject to Indian Law. Place of performance and jurisdiction is Ahmedabad, Gujarat. The Arbitration clause provided in the main tender/RFP document / contract shall not be applicable to any issue / dispute arising under this Pact.
- (2) If the Contractor is a partnership or a consortium, this Pact must be signed by all partners or consortium members.
- (3) If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.

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DEPONENT

Name: _____
Director at <Name of Contractor Company>

Enclosures:
Aadhar Card
Board Resolution/POA

Verification

I, [Name of Director], the above-named deponent, do hereby declare that the contents of this Affidavit-cum-Undertaking are true and correct to the best of my knowledge and belief, and nothing material has been concealed therefrom.

Verified at <City and State>, on this _____ day of _____ 202_.

Comment [SSD3]: Name of the signatory and place of execution

DEPONENT

Signature
Name: _____

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