

CONFLICT OF INTEREST DECLARATION

(To be submitted on the Applicant's Letter Head)

To

The Managing Director
INKEL Limited
Kakkanad, Kochi – Kerala

Subject: Declaration regarding Conflict of Interest

Sir,

With reference to the **Expression of Interest (EOI) for Empanelment of Consultants**, we hereby declare and undertake as follows:

1. We have carefully examined and understood the terms and conditions of the EOI and agree to abide by the same.
2. We hereby confirm that neither we nor any of our promoters, directors, partners, associates, affiliates, subsidiaries, parent company, consortium members (if any), employees, retained experts, or key personnel have any actual, potential or perceived Conflict of Interest that may affect our ability to provide independent, objective and impartial consultancy services to INKEL Limited.
3. We further confirm that we are not engaged in any activity, assignment or contractual arrangement that would create a conflict with the consultancy services proposed to be rendered under this empanelment.
4. We undertake to immediately disclose in writing to INKEL Limited any actual, potential or perceived Conflict of Interest that may arise during the empanelment process or during the execution of any consultancy assignment.
5. We agree to comply with all directions issued by INKEL Limited for eliminating, mitigating or managing any Conflict of Interest.
6. We understand and agree that suppression of material facts, submission of false or misleading information, or failure to disclose any Conflict of Interest may result in rejection of our application, cancellation of empanelment, termination of any consultancy assignment, recovery of losses, debarment from future assignments and such other action as deemed appropriate by INKEL Limited.
7. We acknowledge that INKEL Limited reserves the right, at its sole discretion, to verify the credentials, declarations and information furnished by us from the issuing authorities, employers, clients, statutory bodies or any other appropriate source. The decision of INKEL Limited regarding the authenticity, adequacy, relevance,

acceptability and evaluation of such information and documents shall be final and binding on us, and no correspondence or representation in this regard shall be entertained. INKEL may call for any additional information or documents as it may deem necessary for verification, and the Applicant shall promptly furnish the same.

8. We acknowledge and agree that submission of this application, participation in the empanelment process, fulfilment of the eligibility criteria or inclusion in the evaluation process shall not confer upon us any right, claim or entitlement to empanelment or award of any consultancy assignment. INKEL Limited reserves the absolute right, at its sole discretion, to accept or reject any application, empanel or not empanel any applicant, modify, suspend or withdraw the empanelment process, or cancel the empanelment process, wholly or partly, without assigning any reason whatsoever. The decision of INKEL Limited in this regard shall be final and binding on all applicants.
9. We hereby expressly authorise and consent to INKEL Limited retaining, maintaining, verifying and using the information, documents, credentials, profiles of key experts, experience details, financial information and other particulars submitted by us as part of this application for the purposes of evaluation, verification, audit, future reference, preparation and maintenance of consultant databases, identification of suitable consultants for future assignments, statutory compliance and any other official or business purpose of INKEL Limited. We understand that such information shall be handled in accordance with applicable laws and the confidentiality obligations contained in the EOI.
10. We hereby certify that all information furnished by us in connection with this application is true, complete and correct to the best of our knowledge and belief. We understand that any misrepresentation or suppression of material facts shall render the Applicant liable for rejection of the application, cancellation of empanelment or such other action as deemed appropriate by INKEL Limited.

We hereby declare that the information furnished above is true, complete and correct to the best of our knowledge and belief, and we fully understand and accept the legal consequences arising out of any false declaration or suppression of material facts.

Signature

Name of Authorised Signatory

Designation

Place

Date

Company Seal

CONFIDENTIALITY AND NON-DISCLOSURE DECLARATION

(To be submitted on the Applicant's Letter Head)

To

The Managing Director
INKEL Limited
Kakkanad, Kochi – Kerala

Subject: Confidentiality and Non-Disclosure Declaration

Sir,

With reference to the **Expression of Interest (EOI) for Empanelment of Consultants**, we hereby undertake and declare as follows:

1. We acknowledge that all information, documents, reports, drawings, specifications, financial data, technical information, business plans, project details, survey reports, GIS data, software, digital records and any other information made available by INKEL Limited or generated during the course of any consultancy assignment shall be treated as confidential.
2. We undertake to maintain strict confidentiality and shall not disclose, publish, reproduce, transmit or communicate any Confidential Information, in whole or in part, to any person or organisation without the prior written approval of INKEL Limited, except where disclosure is required under applicable law.
3. We shall use such Confidential Information solely for the purpose of carrying out consultancy services entrusted by INKEL Limited and for no other purpose.
4. We shall ensure that all our employees, partners, directors, retained experts, consultants, sub-consultants, representatives and agents engaged in the assignment are bound by confidentiality obligations equivalent to those contained in this declaration.
5. We shall establish and maintain appropriate administrative, physical and technical safeguards to prevent unauthorised access, disclosure, alteration, loss or misuse of Confidential Information.
6. Upon completion or termination of any assignment, or whenever directed by INKEL Limited, we shall promptly return or permanently destroy all Confidential Information and certify such destruction, wherever required.
7. We shall not use the name, logo, project details or any deliverables relating to INKEL Limited or its Clients in any brochure, website, presentation, publication,

advertisement, social media platform or promotional material without obtaining prior written approval from INKEL Limited.

8. We understand that the obligations relating to confidentiality shall survive the expiry or termination of the empanelment and shall remain binding upon us for a period of five (5) years from the completion or termination of the respective consultancy assignment, or for such longer period as may be required under applicable law or the Consultancy Agreement.
9. We acknowledge that any breach of this declaration may result in:
 - Rejection of our application;
 - Suspension or cancellation of empanelment;
 - Termination of any consultancy assignment;
 - Forfeiture of Performance Security, wherever applicable;
 - Recovery of losses or damages suffered by INKEL Limited;
 - Debarment from future empanelment or consultancy assignments; and
 - Initiation of appropriate legal proceedings.
10. We acknowledge that INKEL Limited reserves the right to verify compliance with this declaration at any stage. The decision of INKEL Limited regarding any breach, interpretation or enforcement of this declaration shall be final and binding on the Applicant.

We hereby certify that we shall faithfully comply with the above obligations.

Signature

Name of Authorised Signatory

Designation

Place

Date

Company Seal