



Ircon International Limited

(A Govt. of India Undertaking)
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017

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CIN: L45203DL1976GOI008171



Cochin Port Authority

(A Body Corporate under Major Ports Authorities
Act, 2021

Under the Administrative control of Ministry of
Ports, Shipping and Waterways)

Willingdon Island, Kochi, Kerala-682003

Phone: +91- +91 484 2582006/2400

Fax: +91-+91 484 2668163 / 2666512

Website: www.cochinport.gov.in

IRCON-CoPA JV

Invites

Expression of Interest (EOI)

from

**Reputed / Bonafide Agencies for Selection for Pre-Bid tie up with
IRCON-CoPA JV as Sub-contractors for the work of Development of a
Strategic Harbour in India's neighbouring country**

EOI NO: IRCON/CO/BD(BDOP)/2/2022/O/o CGM/BD

Dt.08.08.2022

(IRCON-CoPA reserves the right to cancel this request for EOI and / or invite afresh with or without amendments to this request for EOI, without liability or any obligation for such request for EOI and without assigning any reason. Information provided at this stage is indicative and IRCON-CoPA reserves the right to amend / add further details in the EOI document. Further, this EOI does not in any way restrict IRCON-CoPA from collaborating with any other Agency/Agencies who express their interest for collaboration at a later stage after end of EOI)

Contact: For any clarification

1. **Mr. Rakesh Sharma, GM/BD** at official number +91-11-26545682, +91-9560595086, email rakesh.sharma@ircon.org

2. **Mr. Paritosh Bala, CE, CoPA** at official number +91-9836298691, email ce@cochinport.gov.in

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IRCON – CoPA JV
IRCON Office: C-4, District Centre, Saket, New Delhi-110017
&
CoPA Office: Willingdon Island, Kochi, Kerala - 682003

EOI NOTICE

No. IRCON/CO/BD(BDOP)/2/2022/O/o CGM/BD

Dt. 08.08.2022

**Name of the work: Development of a Strategic Harbour in India's neighbouring country-
Selection of Interested experienced agencies for Pre-Bid tie up with IRCON-CoPA JV as
sub-contractor**

Key Dates

1.	Publishing Date	:	08.08.2022	17:00 Hrs.
2.	Eol Document Download/ Start Date	:	08.08.2022	17:00 Hrs.
3.	Clarification start date and time	:	08.08.2022	17:00 Hrs.
4.	Clarification end date and time	:	11.08.2022	15:00 Hrs.
5.	Eol Submission Start Date	:	08.08.2022	17:00 Hrs.
6.	Eol Submission End Date	:	13.08.2022	17:00 Hrs.
7.	Eol Opening Date	:	16.08.2022	15:00 Hrs.
8.	Evaluation & Shortlisting - Eol	:	18.08.2022	-
9.	Issue of Bid document to shortlist agencies for submission of Financial offer	:	20.08.2022	-
10.	Last date for submission of Financial Offer	:	29.08.2022	-
11.	Evaluation & Selection of Sub-contractor	:	To be advised later	
12.	Eol document Availability	:	https://etenders.gov.in/e procure/app	
13.	Cost of Eol document	:	NIL (Free of cost)	
14.	Mode of Submission	:	Online https://etenders.gov.in/e procure/app	

- I. IRCON-CoPA JV, having office at C-4, District Centre Saket, New Delhi -17 and Willingdon Island, Kochi, Kerala - 682003, invites online EOI on prescribed forms from interested agencies for execution of the work detailed in the subsequent paragraphs in this Eol document. The Applicants are advised to examine carefully all instructions including addendum / corrigendum(s), other requirement etc. as per the Eol document.
- II. This project is of confidential nature; therefore, all interested applicants shall submit the Non-Disclosure Agreement (NDA) as per the format given in this Eol document. **This NDA is mandatory for further evaluation of Eol submissions by the interested experienced applicants.**
- III. **Accessing/ Purchasing of Eol Documents**

- a) Website <https://etenders.gov.in/e procure/app> may be referred for detailed terms and conditions of the EoI documents, which is available online. Amendments / Corrigendum / Addendum, if any would be hosted on the website only.
- b) Help for Contractors, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public Procurement Portal.
- c) It is mandatory for all the applicants to have class-III Digital Signature Certificate (in the name of person having power of attorney to sign the EOI) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-Procurement process.
- d) It is mandatory for the applicants to get their firm /company registered with e-procurement portal <https://etenders.gov.in/e procure/app> to have user ID & password.

IV. Instructions to Applicants for Online EoI Submission on the e-Procurement portal
<https://etenders.gov.in/e procure/app>: Applicants may download and refer the “Instructions for Online bid Submission” from (<https://etenders.gov.in/e procure/app;jsessionid=F90A7689A0BF87EF35B88D2CA57C6FD4.c ppsugep2?page=StandardBiddingDocuments&service=page>).

V. Pre-bid meeting: Not Applicable

VI. The EoI document shall be digitally signed by the Authorized Signatory of the Applicant & submitted “**online**” only. The authorized signatory of the Applicant must be in possession of Power of Attorney before submitting the digitally signed EoI. Scanned copies of various documents can be prepared in different file format (PDF, JPEG).

VII. All queries, if any, in connection with this EOI shall be sent to following officials (in word format) to following nominated person by email as per above mentioned dates:

- **Mr. Rakesh Sharma, GM/BD; Mob. +91-9560595086; Email ID: rakesh.sharma@ircon.org**
- **Mr. Paritosh Bala, CE, CoPA; Mob. +91-9836298691; Email ID: ce@cochinport.gov.in**

I. PREAMBLE

IRCON INTERNATIONAL LIMITED (IRCON), a government company incorporated by the Government of India (Ministry of Railways) under the Company's Act, 1956 on 28th April, 1976 originally under the name Indian Railway Construction Company Limited, is the leading turnkey construction company known for its quality, commitment and consistency in terms of performance.

IRCON is a specialized construction organization covering the entire spectrum of construction activities and services in the infrastructure sector. However, Railways (New Railway lines, rehabilitation/conversion of existing lines, Station Buildings and facilities, Bridges, Tunnels, Signalling and Tele-communication, Railway Electrification and Wet leasing of locomotives), Highways, EHV sub-station (engineering, procurement and construction) and Metro rails are the core competence areas of IRCON.

During its 46 years of operation, IRCON has emerged as front ranking construction company of international repute having executed many prestigious projects. IRCON has so far completed about 396 Infrastructure projects in India and 128 projects across the globe in more than 25 countries. IRCON is presently executing several projects in India and abroad in Malaysia, Nepal, Bangladesh, Algeria and Sri Lanka.

IRCON has about 1000 trained technical personnel having expertise in Railway Projects. IRCON has capacity to mobilize adequate resources for large projects due to its strong technical manpower base and financial position. Besides its own resources, IRCON draws its strength from 159 years' of experience of Indian Railways in all aspects of Railway construction and management.

Cochin Port Authority: A Body Corporate under Major Ports Authority Act 2021 under Ministry of Ports, Shipping and Waterways. The Mission of the Cochin Port Authority is to provide dependable, cost-effective Port services through modern and efficient infrastructure coupled with high quality, customer friendly services. The Port shall manage its assets and resources for optimal economic use to the Nation and the community. The Port shall strive to be the main catalyst for the economic development of the region, with a strong commitment to environmentally sound policies and safe practices. The Board of Trustees, the employees and all stakeholders of the Port shall work as a team in an open, positive, collaborative and cooperative manner. In pursuit of this Mission, the Port Authority shall be guided by the principles of integrity, ethical behaviour, professional excellence, service to the community and respect for every individual.

II. ABOUT PROJECT

It is proposed to develop a harbour in a neighbouring country of India, for integrated facility to cater for docking/berthing facilities along with repair facilities for boats/vessels. The facilities broadly include a Berthing wharf (300m), Break water of about 1700 m, Slipway of 500T capacity with transfer bay, Repair work shops, Administrative Building/Maritime School, Storage shed, Helipad, Residential blocks for officers, Medical Inspection Room, Sports facilities along with other utilities. Around 15 Ha of land reclamation shall be done for the development of the required facilities in Phase-I. At present about 1.25 Ha of land at the proposed site has already been reclaimed. Balance area is proposed to be reclaimed through dredged material from the

Jetty front, turning circle and channel area. **The estimated cost of the project is USD 225 Million approx.**

III. OBJECTIVE OF EOI

IRCON-CoPA JV intends to jointly implement Harbour development project in a neighbouring country of India. In this connection JV is looking experienced, bona-fide, interested agencies to partner in for project execution as sub-contractors.

IV. SCOPE OF WORK

The scope of work broadly comprises of construction of the facilities **(i) Marine facilities** viz., Dredging and land reclamation, construction of berthing facilities, Slipway facility with transfer bays, Vessel repair facility, Breakwaters for protection of harbour, small craft jetty and other shore protection systems; **(ii) Land facilities** consisting of operational buildings, maritime training facility, residential complex, helipad and Hanger, sports and recreation facilities along with utility services such as electromechanical, firefighting , water supply and fuel supply etc. and other ancillary facilities **on EPC mode.**

The detailed specific scope of works shall be provided to the shortlisted agencies.

V. INSTRUCTIONS

Instructions for submission of the expression of interest are enclosed at Annex-I and guidelines for the preparation for the expression of interest is enclosed at Annex-II. Interested Companies should fill up the enclosed forms and submit together with a Covering Letter **online** at CPP portal <https://etenders.gov.in/eprocure/app> not later than **EoI due date** as per the data sheet in EoI notice above.

VI. ELIGIBILITY AND QUALIFICATION CRITERIA

The minimum eligibility & qualification criteria for said EOI will be as under:

1. Only companies / agencies from **India** are allowed for participation.
2. The firm should not be blacklisted by any Central/State Authority /PSU/ Govt. Bodies etc., or any Authority. They should not be under Corporate Insolvency Resolution Process (CIRP). A certificate in this regard shall be furnished. If at a later stage it is found that the Applicant has submitted false declaration, then he shall be debarred from participation in future tenders of IRCON and CoPA for 05 Years.
3. No Joint Venture is permitted.
4. The firm should be in the business of Construction for at least past 07 years preceding 31.03.2022.
5. **Financial Capacity:**
 1. **Net Worth should be positive. [Form FIN-1]**
 2. **Annual Average turnover for past 5 years [Form FIN-1]**
 3. **Details of Profit [Form FIN-1]**
6. **Technical Capacity:**
 1. The details of Completed Projects shall be provided **[Form EXP-1(a)]** supported with documentary evidence as mentioned in the note of this Form.
 2. The details of Ongoing Projects shall be provided **[Form EXP-1(b)]** supported with documentary evidence as mentioned in the note of this Form.

VII. VALIDITY OF EOI

1. The validity of this EOI shall be for **120 days** from the Eoi due date.

VIII. AMENDMENT OF EOI DOCUMENT

IRCON-CoPA JV may issue addendum(s)/ corrigendum(s) to the EOI documents through e-tender portal. In such case, the addendum(s)/ corrigendum(s) shall be issued at any time before closing time of EOI. The firms who have received the EOI documents must ensure that such addendum(s)/ corrigendum(s) (If any) also have been received by them. This shall be the responsibility of the prospective registered applicant to check for any such addendum(s)/ corrigendum(s) at the time of closing time of EOI and ensure that the application submitted by them are in accordance with all the addendum(s)/ corrigendum(s). Suitable time extension for submission of application shall be granted.

IX. EVALUATION CRITERIA AND METHOD OF EVALUATION

Evaluation shall be carried out strictly as per eligibility conditions mentioned and based on verification of testimonials submitted.

The EOI is issued with no commitment. IRCON-CoPA JV reserves the right to withdraw this EOI at any time and or vary and part thereof at any stage. IRCON-CoPA further reserves the right to disqualify any application, should it be so necessary at any stage.

JV shall shortlist the suitable agencies based on the documents submitted for experience and financial strength and their suitability for the project component in which the interest is shown by them. JV's decision in this regard shall be final.

X. TERMS AND CONDITIONS

1. Information provided at this stage is indicative and JV reserves the right to amend/add further details in the EOI document. Applicants shall go through all documents enclosed with this EOI.
2. IRCON-CoPA JV reserves the right to accept or reject any or all application (s) without assigning any reason whatsoever. JV's decision in this regard shall be binding and final.
3. If any of the information, furnished by the applicant, is found incorrect at a later stage, they shall be liable to be barred from participating in current and subsequent opportunities with IRCON & CoPA. JV reserves the right to verify the particulars furnished by the applicant independently.
4. The applicants after submitting the response to this EOI, agrees with JV for honouring all aspects of fair-trade practices.
5. The applicants shall bear all costs associated with the preparation and submission of the response to this EOI.
6. Applicant selected shall be notified automatically through their registered emails and or through Phone.

ANNEXURE - I

INSTRUCTIONS FOR SUBMISSION OF EXPRESSION OF INTEREST STATEMENT

1. Expression of Interest proposal must be submitted online at CPP portal <https://etenders.gov.in/eprocure/app> not later than EoI due date.
2. All applications shall be submitted in English.
3. Application submitted by Joint Venture is not permitted

ANNEXURE - II

GUIDELINES FOR PREPARATION OF EXPRESSION OF INTEREST

1. Expression of Interest is to be filled up in the enclosed forms in single copy.
2. Complete name of firm, date of establishment & type of organization whether individual, proprietorship, partnership, private limited company, limited company etc. be filled up in Proforma-I also indicating name of affiliate firms, their years of establishment, countries of origin and type of organization.
3. Exact and complete office address, business address, telephone number, Fax, number, E-mail and cable address.
4. If present firm is the successor to or outgrowth of one or more predecessor firms, fresh name(s) of former entity (ties) and the year(s) of their original establishment.
5. The EOI is to be submitted by submitting duly filled up forms prescribed below:
 - a) Details of Applicants as per Proforma I.
 - b) Affidavit as per Proforma II
 - c) Copy of Power of Attorney of authorized signatory for this Eoi.
 - d) Memorandum and Article of Association of the applicant.
 - e) Certificate of registration
 - f) Certificate of Incorporation
 - g) Duly filled up forms enlisted below and attached:
 - i. Financial Performance – Form FIN – 1
 - ii. List of Completed Projects in last 7 years – Form EXP – 1(A)
 - iii. List of Ongoing Projects – Form EXP – 1(B)
 - iv. List of Ongoing Projects – Form EXP – 1(C)
 - h) Signed copy of NDA (As per the format attached)

PROFORMA- I (APPLICANT DETAILS/ COMPANY PROFILE)

1	Full name of the firm (as per registration).	
2	Date and Year of establishment & type of organization whether individual/ proprietorship/ partnership/ private limited company/ limited company also indicating name of affiliate firms, their years of establishment, countries of origin and type of organization.	
3.	Registered Head Office & Postal Address Telephone Nos., email id, Fax No etc.	
4.	Name of Contact Person, Designation, Phone no & email id	
5.	Constitution of firm (give full details including names of Directors/Partners/Executives etc.) Attach Memorandum and Articles of the Association, Certificate of Registration, Partnership Deed, Certificate of Incorporation, Copy of Power of Attorney of authorized signatory for the Eol.	
6.	Particulars of Registration with Government / Semi-Govt. Organization/Public Sector/ Undertaking & Local Bodies/PAN No/TAN No/GST etc. if any	

PROFORMA-II (AFFIDAVIT ON LETTER HEAD)

I/we, the undersigned, do hereby solemnly affirm and declare that-

1. Neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm have been declared non-performer by any Organization / Authority / Public Sector Enterprises in India & Abroad, any Government Department in India or Abroad or a multilaterally funded agency during the last two years prior to the date of our bid submission.
2. As on date our submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm are debarred for tendering, blacklisted, suspended in any Central/State Government Department in India or Abroad including authority controlled by them.
3. As on date of our EOI submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm are in corporate insolvency Resolution Process (CIRP)/Liquidation/ winding up/CDR/SDR/S4A/Flexible structuring or any other restructuring scheme due to financial stress and have not been in default on any debt obligation on the due date.
4. No contract agreement between IRCON /CoPA and either our firm or any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm have been terminated on account of our default during the last two years prior to the date our submission.
5. We have no objection to IRCON and CoPA requesting to any bank, person, firm or body and any such agency furnishing pertinent information as deemed necessary or to verify this statement or regarding our competence and general reputation.
6. We understand that further qualifying information may be requested by IRCON-CoPA JV and we agree to furnish any such information at the request of IRCON-CoPA JV within the prescribed time.
7. We bind ourselves with all the stipulations of the Non-Disclosure Agreement (NDA).
8. **We have read and understood all the provisions included in the EOI documents and abide by them.**

I/we, the undersigned, do hereby solemnly affirm and declare that the information furnished by us is correct and we understand the consequences in case any of the information furnished is not found to be true.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.

Name of the Firm.

Dated:

FINANCIAL PERFORMANCE: FORM FIN-1

All Fig. in INR Crs.

Financial Year	Annual Turnover	PAT	Net worth as on 31-Mar-2021
<i>FY 2016-17</i>			
<i>FY 2017-18</i>			
<i>FY 2018-19</i>			
<i>FY 2019-20</i>			
<i>FY 2020-21</i>			
	Average Annual Turnover = <hr/>		

Instructions:

1. The Applicant shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (Five) years preceding the EoI Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Applicant and its Associates where the Applicant is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth (the "Net worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
3. The Applicant shall provide an **Auditor's Certificate specifying the net worth and annual turnover** of the Applicant and also specifying the methodology adopted for calculating such net worth.
4. **The Applicants shall provide above financial data in Indian Currency (INR).**

LIST OF PROJECT COMPLETED IN LAST SEVEN (7) YEARS: FORM EXP 1(A)

Name of the Applicant:

Sr. No.	Name of the Project	Location	Employer Name & Address	Project Value (Specify Currency)	Date of Award	Date of Completion	Brief Scope of Works

Instructions:

1. Applicants are expected to provide information in respect of each completed projects as proposed in this form.
2. Applicants should submit documentary evidence such as Completion Certificate and LoA as issued by the Employer.
3. Applicant shall mention the project value in the same currency in which the project is awarded.

LIST OF ONGOING WORKS: FORM EXP 1(B)

Name of the Applicant:

Sr. No.	Name of the Project	Location	Employer Name & Address	Project Value (Specify Currency)	Date of Award	Expected Date of Completion	Physical Progress (%)	Financial Progress (%)	Brief Scope of Works

Instructions:

1. Applicants are expected to provide information in respect of each completed projects as proposed in this form.
2. Applicants should submit documentary evidence such as LoA as issued by the Employer.
3. Applicant shall mention the project value in the same currency in which the project is awarded.

INTEREST IN PROJECT COMPONENT: FORM EXP 1(C)

Sr. No.	Field of Experience	Tick (v) if interested
1	Dredging & Reclamation	<input type="checkbox"/>
2	Breakwater with Boulder rocks / Tetrapods / Geobags	<input type="checkbox"/>
3	Breakwater with Steel Sheet Piling	<input type="checkbox"/>
4	Slipway Construction	<input type="checkbox"/>
5	Jetty Construction	<input type="checkbox"/>
6	Piling Works	<input type="checkbox"/>
7	Building Construction	<input type="checkbox"/>
8	MEP works	<input type="checkbox"/>

Note: Applicants interested in multiple / all project components shall submit his experience details accordingly as per EoI format.

NON DISCLOSURE UNDERTAKING

This NON-DISCLOSURE UNDERTAKING (hereinafter called as the "Undertaking") is made on this day of ----- **July, 2022** by Mr./Ms. -----, designation -----, name of company -----, a company registered under the **Companies Act, 1956** having its registered office at ----- (hereinafter referred to as "the Recipient" or "the Receiving Party" which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and permitted assigns);

IN FAVOUR OF

"IRCON International Limited", CPSE under the Ministry of Railways, Government of India, represented by the **Executive Director/Infrastructure** having its Office at **C-4, District Centre, Saket, New Delhi -110017 & Cochin Port Authority, an organization under the administrative control of Ministry of Ports, Shipping & Waterways, Government of India** and a company registered under the Companies Act, 1956 having its **Corporate Office at Wellington Island, Kochi, Kerala - 682009** (hereinafter called the "**Discloser**" or "**Disclosing Party**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) of the ONE PART

WHEREAS

1. The Discloser intends to disclose information (the Confidential Information) to the Recipient for the purpose of pursuing discussions with Recipient for the purpose of entering into a potential agreement for implementation of the UTF Harbour Project in the Maldives (hereinafter referred to as "the Project");
2. The Receiving Party is engaged in the business of -----

-----.
3. The Recipient undertakes not to use the Confidential Information for any purpose except for the Purpose of the Project, without first obtaining the written consent of the Discloser.
4. The Parties contemplate that with respect to the Project, the Disclosing Party may exchange certain information, material and documents relating to the UTF Harbour Project undertaken in Maldives (hereinafter referred to as "Confidential Information", more fully detailed in clause 5 herein below) that each Party regards as proprietary and confidential; and

IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

5. "**Confidential and or proprietary Information**" shall mean and include any information disclosed or submitted to the Receiving Party by a Disclosing Party and/ or the Disclosing Party Authorized Persons in written, representational, electronic, verbal or other form and includes all information relating to the UTF Harbour Project including the DPR and all other project related documentation. Confidential Information shall also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.
6. The Receiving Party and its Representatives shall refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the implementation of the Project.
7. The Receiving Party shall protect the confidentiality of the Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Receiving Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to

- restrain its representatives from prohibited or unauthorized disclosure or use of the Confidential Information.
8. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
 9. The Receiving Party may disclose the Confidential Information only on a need-to-know basis to the Receiving Party's employees who know they owe a duty of confidence to the Discloser and who are bound by obligations of this Undertaking. The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party except where disclosure is required for the purpose of implementation of the Project. In such a case, the Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Undertaking.
 10. Confidential Information, however, shall not include any information which the Receiving Party can show:
 - i. is in or comes into the public domain otherwise than through a breach of this Undertaking or the fault of the Receiving Party; or
 - ii. was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
 - iii. was independently developed by the Receiving Party without making use of the Confidential Information; or
 - iv. has been approved for release or use (in either case without restriction) by written authorization of the Disclosing Party.
 11. The Receiving Party agrees that the conditions in this Undertaking and the Confidential Information disclosed pursuant to this Undertaking are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Undertaking would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law and further agrees that the Disclosing Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.
 12. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Undertaking. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Receiving Party acknowledge that as damages may not be a sufficient remedy for any breach under this Undertaking, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity. Further, the Disclosing Party may, in case of any violation of any provisions of this Undertaking, debar the violating receiving party from participating in future tenders released by the Government of India either directly or indirectly.
 13. The Receiving Party shall be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) regardless of whether the receiving party was advised of the possibility of the damage or loss asserted.
 14. Nothing grants the Recipient any license, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the purpose of carrying out the activities relating to implementation of the UTF Harbour Project.
 15. This Undertaking shall remain valid and binding on the Parties until the proposed process is successfully completed and a contractor has been selected for performing the UTF Harbour

Project. Immediately upon the completion of the proposed process, the Receiving Party shall destroy all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party and produce a Destruction Certificate to the Disclosing Party. The Disclosing Party however reserves the right to seek prior destruction of the confidential information by the Receiving Party at any time by giving a seven days' notice.

16. The Recipient Party warrants that it has the authority to enter into this Undertaking.
17. This Undertaking shall be governed by and construed in accordance with the laws of India and the courts in New Delhi shall have exclusive jurisdiction.
18. This Undertaking constitutes the entire agreement amongst the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral, except obligations imposed by law which shall be deemed a part of this Undertaking. This Undertaking may not be amended except in writing signed by all the parties hereto. No failure or delay by any party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder. The invalidity or unenforceability of any provision of this Undertaking shall not affect the validity or enforceability of any other provisions of this Undertaking, which shall remain in full force and effect. Nothing in this Undertaking shall be implied.
19. The terms and conditions of this Undertaking shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties. The obligations under this Undertaking shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other parties.

IN WITNESS WHEREOF, this Undertaking has been executed by the duly authorized representatives of -----.

Name:

Designation:

Company Name & Registered Address: