



KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION (KINFRA)

(A statutory body of Govt of Kerala)

KINFRA HOUSE, TC 31/2312, Sasthamangalam, Thiruvananthapuram -695 010

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Addendum 1

Expression Of Interest (EOI) for Selection of a Consultant for Preparation of Strategic Vision Document

Draft of the Agreement to be executed by the selected bidder

KIN/IV/20/2019-20

AGREEMENT

This Agreement is made and entered on the _____ day of _____ Month _____ Year at **THIRUVANANTHAPURAM**.

BETWEEN

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION (KINFRA), a body corporate duly constituted under the Kerala Industrial Infrastructure Development Act 1993, having its head office at "KINFRA House", T.C.31/2312, Sasthamangalam, Thiruvananthapuram-695010, represented by its Managing Director, Sri. K A Santhosh Kumar, Son of Ambujakshan, aged 53, residing at Mainakam, Valyasala Nagar, Asramam P.O., Kollam-691002 (hereinafter called the KINFRA, which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) OF THE ONE PART.

AND

M/s_____, having its registered office at _____duly authorized and represented by its _____, (hereinafter called the "Consultant" which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) OF THE OTHER PART.

WHEREAS KINFRA, the nodal agency for Industrial Infrastructure Development for the State of Kerala, proposes to engage a reputed Consultancy Organization to prepare a Strategic Vision Document for the next 25 years covering long term, medium term and short term plans with the backing of organizational study, SWOT analysis, market research, analysis of industrial scenario in the state, other macro and micro factors pertaining to both internal and external environment etc.

AND WHEREAS KINFRA has invited Expression of Interest (EOI) from reputed Consulting Firm meeting the eligibility criteria for selection of a Consultant for preparation of Strategic Vision Document.

AND WHEREAS after evaluation of various Technical and Financial Bids received in response to the EOI, the bid submitted by M/s _____ is found to be competitive and they have been selected as successful bidder and KINFRA has decided to appoint them as Consultant for the preparation of Strategic Vision Document as per scope of work detailed in the EOI, on the terms and conditions herein after contained.

AND WHEREAS KINFRA has issued

the **Letter of Award No.** _____ **dated** _____ to the Consultant awarding the contract for **the preparation of Strategic Vision Document of KINFRA as per the Scope of Work for a total Consultancy fee of Rs. _____ /- (Rupees _____) inclusive of GST.**

AND THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. The Consultant shall render their services to the Project, in accordance with the Scope of Work and Deliverables detailed in Annexure1.
2. The following documents shall form part of this agreement:
 - a) EOI document.
 - b) Technical Bid and Financial Bid submitted by the Consultant.
 - c) Clarifications issued after the pre-bid meeting.
 - d) Corrigendum or addendum issued.
 - e) Technical presentation document submitted at the time of presentation.
 - f) Letter of Award No. _____ dated _____ issued by KINFRA.

3. EFFECTIVE DATE OF AGREEMENT

This agreement is deemed to have come into effect from _____(date of acceptance of Letter of Award). The agreement shall remain in force for a period of 6 months from the effective date of agreement or till actual date of completion of work including any additional scope of services and extension of time whichever is later.

4. SCHEDULE OF PAYMENT

The Payment shall be made to the Consultant on the basis of the delivery milestones as specified in the following table.

SL.No	Milestones	Timeline	Payment
1	Advance on execution of Agreement	15 days from the date of award of work	20% payment against Bank Guarantee for equivalent amount
2	Interim Document presentation	30 days from the issue of work order	10%
3	Submission of draft final Document for presentation to the Board	45 days from the issue of work order	30%
4	Submission of final approved copy	60 days from the issue of work order	40%

5. SUB-CONTRACTING & SUB-CONSULTANT

- a) The Consultant shall not subcontract whole of the work. However they may subcontract any part of the work after duly notifying and obtaining prior approval from KINFRA. The consultant should ensure that the sub-consultant whom they are assigning the work should not be blacklisted by State/Central Governments/Govt Departments/ Govt Bodies/PSU's
- b) The Consultant shall indicate the name of sub- consultants if any for any services with their organization details, qualification and experience of the main personnel and shall obtain prior approval of KINFRA before their engagement for the consultancy. However, the consultant shall be fully responsible for the correctness and accuracy of the data collected/compiled by sub-consultants and shall indemnify KINFRA for damage or loss caused due to any negligence of sub-consultant(s).

6. LIQUIDATED DAMAGES

- a) In the event of a delay in completion of work as per the completion Schedule for which the consultant is responsible, the consultant shall pay Liquidated Damages to KINFRA at the rate of half percent (0.5%) of unfinished part of service per week of delay, subject to a maximum of ten percent (10%) of the consultancy fees.
- b) Such Liquidated Damages shall be deemed to be a genuine pre-estimate of the foreseeable damages incurred by KINFRA due to delay and shall be KINFRA's sole recourse for delayed performance by the consultant under the agreement.

7. TERMINATION OF AGREEMENT

- a) The Agreement herein may be terminated by KINFRA at any time by giving one month's notice. In the event of such termination of the Agreement by KINFRA, the Consultant shall not be entitled to any compensation or damage by reason of such termination, but only to the fees for the services actually rendered up to the time of such termination.
- b) If the Consultant fails to adhere to the time schedule or the extended time, which may be granted by KINFRA, in its sole discretion, KINFRA shall be entitled to terminate this agreement and entrust the work to some other Consultant and in that case, the Consultant shall be entitled to fees or compensation only up to the stage of work carried out by him and approved by KINFRA. In the event of Consultant being not in a position to fulfil the scope of services as mentioned in Annexure-1 in such a way that the task cannot be carried out as per the time schedule, KINFRA will be free to get the same carried out by other agencies at the risk and cost of the Consultant, and in that event KINFRA shall have the right to terminate the Consultant Contract without payment to the Consultant.
- c) If the Consultant shall close his business or become incapacitated, from acting as such Consultant as aforesaid, or if this agreement is terminated in mutually agreed terms, KINFRA may make use of all documents prepared by the Consultant after payment for the same as provided herein.

8. Force Majeure:

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-down imposed by Government Acts or legislature or other authorities, stoppage in supply of materials, fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond reasonable control and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. The Consultant shall be granted necessary extension of time to cover the delay as caused by Force Majeure without any financial liability on the part of KINFRA.

9. Contact Person

For coordination of the project, parties to this agreement agree to provide the following Contact Person and an alternate contact person in the unlikely absence of the first.

	KINFRA	NAME OF CONSULTANCY FIRM
Contact Person	Mr. Sunil G General Manager (Planning & Business Development) KINFRA HOUSE, TC 31/2312, Sasthamangalam, Thiruvananthapuram -695 010 Ph.no: 0471- 2726585 Mob.no: 9847253831 Email:sunil@kinfra.org	(Name, Designation, Address, Mobile No., Email ID etc.)
Contact person	Mr. S R Panicker Senior Consultant KINFRA HOUSE, TC 31/2312, Sasthamangalam, Thiruvananthapuram -695 010 Ph.no:0471- 2726585 Mob.no:9847062588 Email:srpanicker@kinfra.org	(Name, Designation, Address, Mobile No., Email ID etc.)

10. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Kerala and only Courts in Thiruvananthapuram shall have the Jurisdiction to determine the same.

IN WITNESS WHEREOF the parties hereto set their hands on the date and year first above written.

11. This agreement is prepared in duplicate on stamp paper of Rs.200/- each and both are the counter part of the other. Each party shall have one copy for their records.

Signed and delivered for and on
behalf of the KINFRA (Kerala
Industrial Infrastructure
Development Corporation) by the
hand of its Managing Director
Shri. K.A Santhosh Kumar

Signed and delivered for and on
behalf of the Consultant by the
hand of

In the presence of

In the presence of

Witness:

Witness:

1.

1.

2.

2.

Annexure 1

SCOPE OF WORK

- Consultant shall help KINFRA to identify and adopt the best practices from the Industrial Infrastructure providers of competing States and suggest areas of future diversification for KINFRA's activities.
- Consultant need to study and recommend sectors for investment in the State
- Consultant need to study the present Investment Ecosystem, its limitations and possible solution to improve the same.
- Consultant need to study Industrial and Logistics Infrastructure in the State, suggest methods to improve the same including how to reduce the logistics cost.
- Consultant must review the assets, inflows, outflows, potential income and liabilities, finances, activities, projects and investments of KINFRA. The value delivered/created by KINFRA over the years in strictly commercial terms in order to calculate Internal Rate of Return (IRR) realized for Government funding.
- In addition to above, consultant should analyse job creation, social returns that result from direct/indirect benefit of KINFRA's performance.
- Based on the above deliver an assessment of the organization's current performance, Critical success factors, Competitor Benchmarking etc.
- Consultants need to identify what strategy should be pursued by KINFRA to be self-funding and unlock value from investments made so far, along with future revenue potential.

DELIVERABLES

The following deliverables are desired in the strategic planning process and document:

- Mission Statement: Review and possible update of current mission statement that is relevant to KINFRA.
- Vision Statement: Review and possible update of current vision of what the KINFRA Board members and other stakeholders perceive the KINFRA will look like in the future.
- Statement of Values: A statement of the values that is important for the fulfilment of the KINFRA's mission.
- Environmental Scan: A review of the KINFRA's external environment including an assessment of organization's current performance, as well as, opportunities for collaboration.
- SWOT Analysis, PESTEL analysis, Scenario planning, Critical success factor analysis, Five Forces analysis, Competitor Benchmarking: Consultant shall submit reports for the same.
- Goals, Objectives & Strategies: An outline of what KINFRA aims to achieve over the next 25 years.
- Timeline, Responsible Parties & Costs: An overview of when the KINFRA's strategies are to be started and completed; a listing of individuals who take responsibility for making sure each strategy is addressed and an estimated financial cost of implementation.
- Monitoring Success and Key Performance Indicators: A strategy for identifying key performance indicators to be used to regularly monitor progress on the strategic plan.
- Considerations for the Next Planning Process: An overview of the successes and challenges of the strategic planning process.

The above list is not exhaustive. The consultant can add on to the above what they find as important and relevant and the same may be included in the proposal.

Addendum 2

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Soft and hard copies of Technical presentation should be submitted at the time of technical presentation.