

ARTICLES OF AGREEMENT

Articles of Agreement is made and entered on the..... day of August Two thousand and fifteen at Thiruvananthapuram .

BETWEEN

Kerala Industrial Infrastructure Development Corporation (KINFRA), a body corporate duly constituted under the Kerala Industrial Infrastructure Development Act 1993, having its principal office at 'KINFRA House', T.C.31/2312, Sasthamangalam, Thiruvananthapuram-695010, represented by its Managing Director,

.....
(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 authorised 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 being the nodal agency for Industrial Infrastructure development for the state of Kerala, got approval from GOI to establish a Defence Park in 60 acres land at Ottappalam in Palakkad District, Kerala. The proposed Defence Park shall be positioned as an industrial infrastructure facility catering to the Defence industry which is the first of its kind in the country.

The proposed project envisages providing complete infrastructure facility for the establishment of KINFRA Defence Park. The project is intended to create a Defence Park with all modern facilities exclusively for Defence equipment manufacturers with Central Assistance from, Government of India under 'Modified Industrial Infrastructure Upgradation (MIU)' Scheme. The scheme is implemented by Department of Industrial Policy and Promotion. Kerala Industrial Infrastructure Development Corporation (KINFRA) has acquired the land for development in Palakkad having easy access of Road ways, Railways, Airport

and Sea port. KINFRA has earmarked 60 acres of land for setting up Defence Park at Ottappalam, Palakkad with the aim of providing Infrastructure facilities for Defence equipment manufacturers. The Industrial units in the cluster will be given shared infrastructure facilities of the Defence Park. KINFRA proposes to develop infrastructure facilities in the proposed Defence Park which includes dedicated power, continuous water supply, communication facilities, offering plug and play arrangement for easy start up of Industrial units at minimum cost and time. It is also being envisaged to create facility for instant global access through a state-of-the-art communication network. The MIU scheme can be utilized for efficient implementation of the project. The land is in possession with KINFRA which can commence the project with no delay. The output from the proposed park can increase the indigenous production of Defence equipments/components which will have a huge impact in the economy and self reliance in Defence sector.

WHEREAS KINFRA has invited “Request For Proposal” for selecting a Consultant for market survey and demand assessment of Defence products / Ancillary Equipments and preparation of Feasibility Report through a transparent, competitive bidding process and invited technical and financial bids from consultants in accordance with the “Request for Proposals” prepared by KINFRA for the above said project.

WHEREAS after evaluating the various Technical and Financial bids KINFRA selected M/s..... as the Consultant for market survey and demand assessment of Defence products / Ancillary Equipments and preparation of Feasibility Report for the proposed Defence Park and a Work Order No..... dated..... has been issued to the Consultant for the above work for a total consultancy fee of Rs..... inclusive of all taxes.

1. NOW IT IS HEREBY AGREED AS FOLLOWS:

1.1 Scope of work

In consideration of the fee agreed to be paid by KINFRA to the Consultant as hereinafter provided, Consultant shall perform the services as follows:

- 1.1.1 Market survey and demand assessment of Defence Products/ Ancillary equipments.

1.1.2 Identifying manufacturers interested in setting up units in the proposed Defence Park in Palakkad, Kerala and getting LOI from such parties.

1.1.3 Preparation of Feasibility Report (FR).

1.2 Deliverables

1.2.1 Report on Market Survey and Demand Assessment of Defence products/ Ancillary equipments within 30 days of release of order by KINFRA.

1.2.2 List of manufacturers interested in setting up units in the proposed Defence Park in Palakkad, Kerala within 30days of release of order by KINFRA and getting LOI from such parties.

1.2.3 Preparation and submission of Final Feasibility Report (FR) including items 1.2.1 and 1.2.2 above, within 45 days from the date of release of order by KINFRA.

2. Schedule of payment

2.1 20% as advance after signing of Agreement, against Bank Guarantee for an equivalent amount, from a Nationalized Bank, valid for a period of 4months.

2.2 40% of Total Fee on submission of Draft Report as in item no 1 and 2 of deliverables and on verification and acceptance of the same by KINFRA.

2.3 30% on submission of Final Feasibility Report (FR) and on verification and acceptance of the same by KINFRA.

2.4 Remaining 10% only after the acceptance of Final Feasibility Report (FR) by Department of Industrial Policy and Promotion (DIPP).

Note: - Changes, if any, required in the Final Feasibility Report is to be carried out by the consultant within the original order value itself.

3. The Consultant shall be paid the consultancy fees as per the payment schedule (in clause-2 above). The fee shall be inclusive of all taxes and nothing extra shall be payable.

4. The Consultant shall not make any deviation, alteration, addition in the consultancy work as mentioned in clause 1.1 without the knowledge and prior written consent of KINFRA.
5. The Consultant shall submit to KINFRA all the deliverables mentioned in clause 1.2. If the Consultant fails to adhere to the time schedule or the extended time, which may granted by KINFRA, in his 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. In the event of Consultant being not in a position to fulfill the scope of works as mentioned in clause 1.1 in such a way that the Market survey and demand assessment of Defence Products/ Ancillary equipments and feasibility report cannot be carried out as per the time schedule given in the deliverables, KINFRA will be free to get the same prepared by the other agencies at the risk and cost of the Consultant.

6. Time required for the work

The Consultant shall undertake to submit the final feasibility report including the scope of work defined in clause 1.2.1 and 1.2.2 within 45 days from the date of release of work order by KINFRA.

7. Contact Person

For coordinating with KINFRA in connection with this assignment shall be the contact person and his instruction shall be binding on the Consultant.

8. Force Majeure

- i. 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 repercussions.

- ii. Should one or both parties be prevented from fulfillment of the contractual obligations by a state of force majeure, the two parties shall consult each other and decide regarding the future execution of the contract.

9. Termination of Agreement

9.1 The Agreement herein may be terminated at any time on month's notice on either side. In the event of 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.

9.2 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.

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.

Signed and delivered for and on behalf of
the KINFRA (Kerala Industrial Infrastructure
Development Corporation)

Signed and delivered for and on
behalf of the Consultant
(M/s)

By its Managing Director
Dr. G C Gopala Pillai

By its

In the presence of

In the presence of

Witness:

Witness:

1.

1.

2.

2.