

AGREEMENT

Agreement is made and entered on the day of **Two thousand and Sixteen** 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 of land at Ottappalam in Palakkad District, Kerala.

The proposed project envisages providing complete green/eco-friendly infrastructure facility for the establishment of KINFRA Defence Park. The project is intended to create a Defence Park with all modern facilities exclusively for Manufacture / Testing of Defence Products / Ancillary Equipment, with Central Assistance from Government of India under 'Modified Industrial Infrastructure Upgradation (MIIU)' 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 technical and financial bid in accordance with the "Request For Proposal" for selecting a Marketing Consultant for **Understanding investor challenges, exhibit KINFRA to potential investors and obtaining investor commitments for starting units for Manufacture / Testing** for implementation of the project (hereinafter called the "Project") through a transparent, competitive bidding process.

WHEREAS the consultant has submitted technical and Financial bids in response to the above said Request For Proposal.

WHEREAS after evaluating the various Technical and Financial bids KINFRA selected the Consultant as the Marketing Consultant for the said project and Work Order No. dated has been issued to the Consultant appointing them as the Consultant for the above project for a total consultancy fee of Rs.inclusive of all taxes.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- a) The Consultant shall render their services to the KINFRA Defence Park Project with respect to technical, commercial, financial, management and marketing aspects of the project as envisaged in the scope of work given in clause-1.
- b) The following documents shall form part of this agreement:

1. Request For Proposal issued by KINFRA
2. Technical and Financial Bid submitted by the Consultant.
3. Work order no.....dated.....issued by KINFRA.

All the terms and conditions contained in the RFP as well as work order shall be binding on the consultant.

1. SCOPE OF WORK

- 1.1 Understanding Investor Challenges.
- 1.2 Identifying Key Needs of the Potential Investor and the measures that KINFRA shall take to satisfy the needs.
- 1.3 Benchmark KINFRA against similar Industrial Parks and Craft Unique Value Proposition.
- 1.4 Exhibiting KINFRA to Potential Investors from Defence Electronics, Defence Industries, Aerospace etc., by organising:
- 1.5 Road shows / B2B Meetings (Minimum one each at Delhi, Mumbai, Pune, Bangalore & Hyderabad). Events to be organised at a Hotel not below the category of 4 Star rating.
- 1.6 Face-to-Face Meetings between GoK / KINFRA and Key Decision makers.
- 1.7 To identify potential investors/entrepreneurs/cluster of investors and enter into firm agreement with KINFRA for establishing industrial units for defence products/testing of defence products and market the infrastructure facilities in the Park within the targeted date.
- 1.8 The Consultant should deploy sufficient number of key personnel with adequate qualification and experience in relevant field to undertake the work as per the scope. Details of key personnel should be made available to KINFRA. They should not be changed during the period of consultancy without prior permission of KINFRA.
- 1.9 C-Level Conclaves preferably with the participation of Senior level Defence Personnel
- 1.10 Brand Enhancement of KINFRA Defence Park.

1.11 Firm commitments from Investors for setting up Units at the KINFRA Defense Park. Minimum 50% of allocable bare land of 34.24 acres and Minimum 75% of Common Facilities Centre of Phase 1 and Minimum 50% of Common Utilities Building of Phase 1 to be ensured.

a. Common Facilities Centre:

Common Facilities Centre is Standard Design Factory having approximately 200000 Sq.ft. in Phase 1

b. Common Utilities Building:

Common Utilities Building will include the following utilities and will be having an approximate area of 39000 Sq.ft. in Phase 1:

- Compressed Air facility
- Paint Booth
- Rapid Prototyping
- Electrical Workshop for Winding, Baking, Testing etc.
- Testing & QA Lab (NABL Accredited)
- Climatic Chamber for Accelerated Aging and Thermal Shock Testing
- EMI / EMC Testing facility
- Vibration Test
- Bump Test

The above list is only indicative and not exhaustive. Actual requirement is based on the type of the Industries that will be set up in the Defence Park. Marketing Consultant's effort has to be in bringing as much as different type of Common Utilities as possible.

1.11 Only Projects or Activities not requiring prior Environmental Clearance will be considered. Refer Notification dated 14th September 2006 Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii) Ministry of Environment and Forests and its subsequent amendments.

1.12 Marketing Consultant shall work in tandem with the Project Management Consultant

2. DELIVERABLES

2.1 Report on 1.1, 1.2 & 1.3 above. ***[Report to be submitted within 30 days of release of Order by KINFRA].***

2.2 Organising 1.4 & 1.5 above. ***[To Organise and Complete the Events within 180 days of release of Order by KINFRA].***

2.3 Application for Registration for Allotment as per Allotment procedure, in relevant Format, along with Registration fee, to be submitted by the interested Investors for the minimum commitment as detailed in Clause 4.6, 45 days before Target date. Refer Clause 3.3.c for Allotment procedure.

2.4 Firm Allotment as detailed in Clause 3.3.c.

3 METHOD OF PAYMENT (LUMP SUM AMOUNT + INCENTIVE)

3.1 Lump Sum Amount: Bidder shall quote a lump sum amount including all Taxes & Duties for the entire scope of work elaborated in Clause 1.

The Quote shall cover all expenses including rent for Conference Hall, Travel & Stay of Senior Level Defence Personnel, Travel & Stay of Key Decision Makers for Face-to-Face Meetings, Printing of Brochures, Out of Pocket expenses etc.

*Expenses pertaining to KINFRA as well as Government of Kerala personnel attending Road Shows, B2B Meetings, Face-to-Face Meetings with Key Decision Makers, C-Level Conclaves, etc. **not to be included** in the Quote.*

3.2 Incentive: For achievement over and above the minimum commitment, as indicated under clause 3.3(a). Incentive as elaborated in Payment Schedule, as indicated in 3.3(b) below will be made.

3.3 Payment Schedule:

a. Lump Sum Amount

| Sl. No. | Description | Target Date | Payable Amount |
|---------|--|---|----------------------|
| 1 | Allocation of First 25 % (8.56 Acres) of allocable bare land | Within 12 Months of release of Work Order | 20% of Quoted Amount |
| 2 | Allocation of 75% (150000 Square feet) of Common Facilities Centre | Within 24 Months of release of Work Order | 40% of Quoted Amount |
| 3 | Allocation of Second 25 % (8.56 Acres) of | Within 24 Months of release of Work | 20% of Quoted Amount |

| | | | |
|---|--|---|----------------------|
| | allocable bare land | Order | |
| 4 | Allocation of 50% (19500 Square feet) of Common Utilities Building. Minimum three different types of Utilities to be ensured in this stage of Allotment. | Within 24 Months of release of Work Order | 20% of Quoted Amount |

b Incentive:

| Sl. No. | Description | Target Date | Payable Amount |
|---------|--|---|----------------------|
| 1 | Allocation of Third 25% (8.56 Acres) of allocable bare land | Within 24 Months of release of Work Order | 10% of Quoted Amount |
| 2 | Allocation of last 25% (8.56 Acres) of allocable bare land | Within 24 Months of release of Work Order | 10% of Quoted Amount |
| 3 | Allocation of balance 25% (50000 Square feet) of Common Facilities Centre | Within 30 Months of release of Work Order | 10% of Quoted Amount |
| 4 | Allocation of balance 50% (19500 Square feet) of Common Utilities Building. Balance essential Utilities to be ensured in this stage of Allocation. | Within 30 Months of release of Work Order | 20% of Quoted Amount |

c. Note:

- i All Allotments are “**Firm Allotments**”
- ii Brief details of Allotment procedure is given in Annexure A. Also please refer KINFRA Website for detailed Allotment Procedure (www.kinfra.org/investor-zone).
- iii Allotments, if any, subsequent to the period of 30 months from the release of Work Order will not be considered for any payment.

- iv Normally 10 Cents to 1 Acre of bare land will be allotted per Investor. But on case-to-case basis allotment of more bare land will be considered by KINFRA based on the amount of Investment and employment generation.

3. The Consultant shall not make any deviation, alteration, addition in the consultancy work as mentioned in Deliverables without the knowledge and prior written consent of KINFRA.

4. The Consultant shall submit to KINFRA all the deliverables mentioned. If the Consultant fails to adhere to the time schedule or the extended time, which may 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. In the event of Consultant being not in a position to fulfill the scope of works as mentioned, as per the time schedule given in the scope of services, KINFRA will be free to get the work done by the other agencies at the risk and cost of the Consultant, and in that KINFRA shall have the right to terminate the Contract without payment to the Consultant

4. CONTACT PERSON

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

- 1)..... (Name, Designation & Address)
- 2)..... (Name, Designation & Address)

5. LIQUIDATED DAMAGES

5.1 In the event of a delay in completion of work as per the Schedule for which Consultant is solely responsible, the Consultant shall pay Liquidated Damages to KINFRA at the rate of a quarter of a percent (0.25%) per day of delay, subject to a maximum of ten percent (10%) of the Consultant fees.

6. TERMINATION OF CONTRACT

6.1 KINFRA may terminate the Contract if the Consultant commits a breach of the Contract. Breach of Contract would include but not limited to:

- i. Repeated shortfall in achieving targets / intermediate targets / milestones.
- ii. Non-completion of any item of work in scheduled time.
- iii. Non-deployment of key personnel or deployment of key personnel with inadequate qualification and / or experience/change of key personnel without the consent of KINFRA.
- iv. KINFRA gives notice that failure to correct a particular defect is a breach of Contract and the Consultant fails to correct such defect within a reasonable period of time as determined by KINFRA
- v. Consultant becomes bankrupt or goes into liquidation.
- vi. Consultant indulging in corrupt or fraudulent practices
- vii. Sub-contracting without permission
- viii. Contract obtained by submission of false/forged documents/details

6.2 On Termination of the Contract, on account of the above, KINFRA reserves the right to get the balance work done at the risk and cost of the Consultant without prejudice to the right of KINFRA to claim any other damages as per the provision of the Contract.

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

In the presence of

In the presence of

Witness:

Witness:

1.

1.

2.

2.

