

Draft of Agreement

AGREEMENT FOR SELECTION OF KNOWLEDGE PARTNER FOR LONG TERM INVESTMENT PROMOTION PROGRAMME OF UTTAR PRADESH

This AGREEMENT is made on the _____ day of the month of _____ 2012 between, Udyog Bandhu, a Society registered under Societies Registration Act, 1860 and having its office at 12-C Mall Avenue, Lucknow (hereinafter referred to as the “**the Udyog Bandhu**” which expression shall include its successors) of the first Part, and, M/s _____ (hereinafter referred to as the “**Knowledge Partner**” which expression shall include its successors) of the Second Part.

Whereas the UDYOG BANDHU has floated Request for Proposal (RFP) on dated 24.11.2012 for Selection of **Knowledge Partner** for Long Term Investment Promotion Programme of Uttar Pradesh as defined in RFP document (hereinafter referred to as the “**Project**”).

And whereas the **Knowledge Partner** submitted its proposals for the aforesaid project, whereby the **Knowledge Partner** represented to the UDYOG BANDHU that it had the required professional skills, and in the said proposals the **Knowledge Partner** also agreed to provide the Services to the UDYOG BANDHU on the terms and conditions as set forth in the RFP and this Agreement;

And whereas the UDYOG BANDHU, on acceptance of the aforesaid proposal of the **Knowledge Partner**, issued Letter of Award dated _____ (the “**LOA**”) to the Knowledge Partner.

NOW, This AGREEMENT witnesses as follows:-

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) “Applicable Laws” means the laws and any other instruments having the force of law in India as may be issued and be in force from time to time;
- b) “Agreement” means this Agreement, together with all the Annexures;
- c) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- d) “Conflict of Interest” shall have the meaning set forth in Clause 3.2;
- e) “Effective Date” means the date on which this Agreement is executed.
- f) “Government” means the Government of Uttar Pradesh
- g) “INR, Re. or Rs.” means Indian Rupees;

- h) "Personnel" means persons hired by the **Knowledge Partner** and assigned the performance of the Services or any part thereof;
- i) "Party" means the UDYOG BANDHU or the **Knowledge Partner**, as the case may be, and "Parties" means both of them;
- j) "Resident Personnel" means such persons who at the time of being hired by Knowledge Partner had their domicile inside India;
- k) "Services" means the work to be performed by the **Knowledge Partner** pursuant to this Agreement, as described in the Terms of Reference which is annexed herewith
- l) "RFP" means the Request for Proposal dated 24.11.2012 in response to which the **Knowledge Partner's** proposal for providing Services was accepted;
- m) "Terms of Reference "means the work to be performed by **Knowledge Partner** as mentioned in the RFP and annexed herewith as Annexure-A to this Agreement;
- n) "Third Party" means any persons or entity other than the Government, the UDYOG BANDHU or the Knowledge Partner
- o) "Letter of Award" means Letter of Award dated issued by UDYOG BANDHU to the Knowledge Partner

1.1.2 All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.3 Any reference to "Clause" means clause of this agreement.

1.1.4 The following documents along with all addenda shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- a) Agreement;
- b) Annexure of Agreement;
- c) RFP; and
- d) Letter of Award

1.2 **Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the UDYOG BANDHU and the Knowledge Partner. The Knowledge Partner shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and Obligations

The mutual rights and obligations of the UDYOG BANDHU and the Knowledge Partner shall be as set forth in the Agreement; in particular:

- a) the Knowledge Partner shall carry out the Services in accordance with the provisions of the Agreement; and
- b) the UDYOG BANDHU shall pay agreed fee to the Knowledge Partner in accordance with the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Lucknow shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English/Hindi language.

1.6 Table of contents and headings

The table of contents headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Knowledge Partner, be given by facsimile and by letter delivered by registered post/speed post to the address given below:-

.....
.....

- b) in the case of the UDYOG BANDHU, be given by facsimile and by letter delivered by registered post/speed post to the address given below:-

The Executive Director,
Udyog Bandhu,
12-C, Mall Avenue,
Lucknow-226001

1.8. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the UDYOG BANDHU or the Knowledge Partner, as the case be, may be taken or executed by the officials duly authorized by parties to this Agreement

1.8.1 The UDYOG BANDHU may designate one of its officials as the Representative of the UDYOG BANDHU. Unless otherwise notified; the UDYOG BANDHU Representative shall be;

The Executive Director,
Udyog Bandhu,
12-C, Mall Avenue,
Lucknow-226001 (U.P.)
TEL NO: + 91 522 2237582
Fax No.: +91 522 2238902
E-MAIL: info@udyogbandhu.com, ubup@rediffmail.com
Website: www.udyogbandhu.com

1.8.2 The Knowledge Partner may designate one of its employees as Knowledge Partner's Representative. Unless otherwise notified, the Knowledge Partner's Representative shall be:

Tel:
Fax.....
Mo.

1.9 Taxes and duties

Unless otherwise specified in the Agreement, the Knowledge Partner shall pay all such taxes (including Service Tax), duties, fees and other impositions as may be levied under the Applicable Laws and the UDYOG BANDHU shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it under Applicable Laws.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of execution of this Agreement.

2.2 Commencement of Services

The Knowledge Partner shall commence the Services within seven days from the Effective Date.

2.3 Termination of Agreement for failure to commence Services

If the Knowledge Partner does not commence the Services within the period specified in Clause 2.2 above, the UDYOG BANDHU may, by not less than seven day's notice to the Knowledge Partner, call upon it to commence the work. If the Knowledge Partner fails to commence the work within stipulated time, UDYOG BANDHU, may terminate this Agreement, and in that event, the Earnest Money Deposit (if not returned/refunded to Knowledge Partner) would be forfeited and the Performance Security in the form of Bank Guarantee shall be invoked by the UDYOG BANDHU.

2.4 Expiration of Agreement

Unless terminated earlier, this Agreement shall expire after 18 (eighteen) months from the effective date.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexures together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modifications hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Knowledge Partner arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

2.6 Modifications of Agreement

Modification of the terms and conditions of this Agreement may only be made by written agreement between the Parties hereof, however, each Party shall give due consideration to any proposals for modifications made by the other Party.

2.7 Force Majeure

2.7.1 Definition

a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to take into account or avoid or overcome in the carrying out of its obligations during the subsistence of this Agreement.

c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.

b) A Party affected by an event of Force Majeure shall give notice to the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Knowledge Partner shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by the UDYOG BANDHU to the Knowledge Partner on providing proper justification and certificate from their auditors for such expenses on the format as may be decided by the UDYOG BANDHU.

2.7.5 Consultation

As soon as possible but not later than thirty (30) days after the Knowledge Partner has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The UDYOG BANDHU may, by written notice to the Knowledge Partner, without any obligation (financial or otherwise) suspend all the payments to the Knowledge Partner hereunder if the Knowledge Partner shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Knowledge Partner to remedy such breach or failure within a period not exceeding thirty (30) days after receipt of such notice of suspension by the Knowledge Partner.

2.9 Termination of Agreement

2.9.1 By the UDYOG BANDHU

The UDYOG BANDHU may, by not less than fifteen (15) days written notice of termination to the Knowledge Partner, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a) After Thirty (30) days from the date of Suspension of Agreement under Clause 2.8;
- b) Knowledge Partner becomes insolvent or bankrupt;
- c) Knowledge Partner goes into liquidation;
- d) Knowledge Partner fails to perform any of its obligation under this agreement; or

e) Knowledge Partner fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 2.10 hereof; or

f) the Knowledge Partner submits to the UDYOG BANDHU a statement which has a material effect on the rights, obligations or interests of the UDYOG BANDHU and which the Knowledge Partner knows to be false; or

g) any document, information, data or statement submitted by the Knowledge Partner in its Proposals, based on which the Knowledge Partner was considered eligible or successful, is found to be false, incorrect or misleading.

2.9.2 By the Knowledge Partner

The Knowledge Partner may, by not less than fifteen (15) days' written notice to the UDYOG BANDHU, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

a) the UDYOG BANDHU is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Knowledge Partner may have subsequently agreed in writing) from the date of receipt of notice by the UDYOG BANDHU

b) the UDYOG BANDHU fails to comply with any final decision reached as a result of arbitration pursuant to Clause 2.10 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9, or upon expiration of this Agreement pursuant to Clause 2.4, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3, (iii) the Knowledge Partner's obligation to permit inspection, copying and auditing of its accounts and records and the remedy available under the Arbitration and Conciliation Act, 1996.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 the Knowledge Partner shall, immediately upon receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to **Clauses 2.9.1 or Clause 2.9.2** hereof, UDYOG BANDHU shall make the following payments to the Knowledge Partner (after offsetting against these payments any amount that may be due from the Knowledge Partner to UDYOG BANDHU):

a. payment pursuant to **Clause 6** hereof for Services satisfactorily performed till the date of termination; and

b. except in the case of termination pursuant to **Clause 2.9.1** hereof, reimbursement of any reasonable direct documented costs incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Personnel.

2.10 Disputes Resolution

(i) Amicable Settlement:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other Party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid manner within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

(ii) Arbitration:

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by a Sole Arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the Parties to the identity or appointment of such Sole Arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by UDYOG BANDHU and other appointed by Knowledge Partner and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted at Lucknow and following are agreed:

- (a) When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement;
- (b) The arbitration award shall be final and binding on the Parties;
- (c) The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for Counsel);
- (d) The award shall be made in English language

3. OBLIGATIONS OF THE KNOWLEDGE PARTNER

3.1 General

3.1.1 Standards of Performance

The Knowledge Partner shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall

observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Knowledge Partner shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the UDYOG BANDHU, and shall at all times support and safeguard UDYOG BANDHU's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The Scope of Works to be performed by the Knowledge Partner are specified in the Terms of Reference (the “TOR”) at Annexure-A of this Agreement. The Knowledge Partner shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Knowledge Partner shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnel and agents of the Knowledge Partner comply with the Applicable Laws.

3.2 Conflict of Interest

The Knowledge Partner shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The dedicated team deployed by Knowledge Partner shall not engage in consulting activities that conflict with the interest of the UDYOG BANDHU under this Agreement and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. The dedicated team engaged for this assignment should not be deployed in similar nature of assignment of any other state. It should be the requirement of the assigned works that the Knowledge Partner should provide professional, objective and impartial advice and at all times hold the UDYOG BANDHU's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Knowledge Partner shall not be hired for any assignment that would be in conflict with their prior or current obligations to the UDYOG BANDHU, or that may place them in a position of being unable to carry out the assignment in the best interest of the Udyog Bandhu. Without limitation on the generality of the foregoing, Knowledge Partner agrees and declares as below:-

(i) **Conflict between assigned works and services:** Knowledge Partner hired to provide Services and each of its affiliates, shall be disqualified from subsequently providing Services to Third Party during the subsistence of this Agreement (Here the third party means all other associates engaged by Udyog Bandhu selected with the assistance of selected bidder during the tenure of this assignment).

3.3 Confidentiality

3.3.1 The Knowledge Partner and its Personnel shall not, either during the term of contract or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating

to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the UDYOG BANDHU to the Knowledge Partner and a Personnel of Knowledge Partner. Knowledge Partner and its Personnel shall not disclose any information provided by or relating to the UDYOG BANDHU, its technology, technical processes, business affairs or finances or any information relating to the UDYOG BANDHU's employees, officers or other professionals or suppliers, customers, or contractors of the UDYOG BANDHU; and any other information which the Knowledge Partner is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the UDYOG BANDHU.

Notwithstanding the aforesaid, the Knowledge Partner, and its Personnel may disclose Confidential Information to the extent that such confidential Information:

(i) was in the public domain prior to its delivery to the Knowledge Partner and its Personnel or becomes a part of the public knowledge from a source other than the Knowledge Partner, and its Personnel;

(ii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that before any such disclosure, the Knowledge Partner, shall give UDYOG BANDHU, written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

3.3.2 The UDYOG BANDHU will treat all information, submitted by Knowledge Partner as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The UDYOG BANDHU may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privileges of the statutory entity.

3.4 Liability of the Knowledge Partner

3.4.1 The aggregate liability of the Consultant under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total assignment fee hereunder unless otherwise it is decided by any competent court or under arbitration.

3.4.2 Knowledge Partner's liability towards the UDYOG BANDHU

The Knowledge Partner shall be liable to the UDYOG BANDHU for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.5 Insurance to be taken out by the Knowledge Partner

The Knowledge Partner (i) shall take out and maintain at his own cost, insurance against the risks, and for the coverage, as and (ii) at the UDYOG BANDHU's request, shall provide evidence to the UDYOG BANDHU showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.

3.6 Knowledge Partner's actions requiring the UDYOG BANDHU's prior approval

The UDYOG BANDHU will not normally consider any request of the Knowledge Partner for substitution of Key Personnel. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to bad health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the UDYOG BANDHU.

3.7 Documents / information prepared by the Knowledge Partner to be property of the UDYOG BANDHU

3.7.1 All reports / documents / information and other documents prepared by the Knowledge Partner in performing the Services shall become and remain the property of the UDYOG BANDHU, and the Knowledge Partner shall, after termination or expiration of this Agreement, deliver all such documents to the UDYOG BANDHU, together with a detailed inventory thereof. The Knowledge Partner may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

3.7.2 The Knowledge Partner shall not use these documents for purposes unrelated to this Agreement.

3.8 Accuracy of Documents

The Knowledge Partner shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the information, documents prepared by it as part of these Services. Subject to the provisions of Clause 3.4, it shall indemnify the UDYOG BANDHU against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Knowledge Partner or arises out of its failure to conform to good industry practice. The Knowledge Partner shall also be responsible for promptly correcting the same, at its own cost and risk.

4. KNOWLEDGE PARTNER'S PERSONNEL

4.1 The Knowledge Partner shall deploy following qualified and experienced Personnel to carry out the services as given in TOR

- 1 Team Leader
- 2 Investment Promotion Experts
- 3 Government Related Services Experts
- 4 Industry Related Sector Specific Experts
- 5 Other supporting Experts.

4.2 The Knowledge Partner shall not change any person whose Curriculum Vitae (CV) has been submitted, without prior permission of UDYOG BANDHU. Without the written permission of UDYOG BANDHU any such action shall be deemed as breach of contract.

4.3 There should be a minimum number of 6 dedicated professionals in the team. UDYOG BANDHU will not normally consider any request of the Knowledge Partner for substitution of Key Personnel. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to bad health, subject

to equally or better qualified and experienced personnel being provided to the satisfaction of the UDYOG BANDHU. The Key Personnel would be available during Implementation of the Agreement.

5. Payment to the Knowledge Partner

5.1 In consideration of the Services performed by the Knowledge Partner under this Agreement, the Knowledge Partner will be entitled for total fee of Rs.....(Rupees.....) only. The Knowledge Partner shall pay all Taxes (including Service Tax), duties, fees and other impositions under Applicable Law.

5.2 The payment of fee shall be made as under:-

Payment Schedule	% Payable of Total Fee
At the end of Quarter-1	15%
At the end of Quarter-2	15%
At the end of Quarter-3	15%
At the end of Quarter-4	15%
At the end of Quarter-5	15%
*Fifteen days prior to Global Investment Summit	10%
On successful completion of assignment	15%

5.3 The payment as per the above schedule shall be made on satisfactory completion of all activities/roles/duties as per mutually agreed milestones up to the stage of respective payment schedule, to the satisfaction of UDYOG BANDHU

6. Currency of Payment

All payments shall be made in Indian Rupees.

7. Severability

7.1 If at any time any provision of this Agreement becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement.

7.2 The parties agree to furnish/execute such further or other documents/papers for giving fullest effect to the Scope of Work as may be required by the UDYOG BANDHU.

8. JURISDICTION OF COURTS:

All disputes arising out of this Agreement shall be subject to the jurisdiction of the Courts at Lucknow only

9. Performance Security

The Knowledge Partner has furnished the Performance Security of an amount equal to 10% of the fee by way of Bank Guarantee, the details of which are mentioned as below:-

.....
.....

The validity period of Bank Guarantee of Performance Security shall be 24 months from the date of Letter of Award and the Knowledge Partner shall get the period extended, if required by Udyog Bandhu, for a further period of 6 months

10. Penalty for delay:

If the progress of assignment is found to be non-satisfactory or delayed at any point of time, Udyog Bandhu reserves the right to impose penalty. The total amount of penalty shall not exceed 10% of total assignment fee.

11. Indemnity

The Knowledge Partner will indemnify the UDYOG BANDHU for any direct loss or damage that is caused due to the Knowledge Partner's fraud, willful misconduct, gross negligence, breach of confidentiality or breach of third party intellectual property rights in the performance of the services.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of Knowledge Partner:
(Signature of Authorized Representative)
(Name)
(Designation)
(Address)
(Phone, Fax Nos.)

For and on behalf of UDYOG BANDHU:
(Signature of Authorized Representative)
(Name)
(Designation)
(Address)
(Phone, Fax Nos.)

Witnesses:

- 1. Signature
Name
Address
- 2. Signature
Name
Address

Terms of Reference (TOR) for Selection of Knowledge Partner

Background

Uttar Pradesh has recently announced its Infrastructure and Industrial Investment Policy 2012 with an intention to march on the path of infrastructure and industrial resurgence. Policies for the key sectors like Information Technology, Solar Power, Food Processing are on the anvil. It has been one of the earliest industrialized states in India and home of numerous traditional handicrafts. It has well established MSME clusters and contribute significantly to the total MSME laborers of the country.

To promote, publicize the new policies and to provide the employment to its broad human base, the state intends to chart out a vigorous Investment promotion program. With this it wants to approach national and global potential investors and to attract the capital for rapid industrialization.

Objective

The broad objectives of the assignment are:

- (i) To promote UP state as most preferred investment destination in the country
- (ii) To design the investment promotion strategy/ program and action plan for UP
- (iii) To explore investment opportunities in identified focus sectors and geographical locations and promote them
- (iv) To develop the content and assist in designing, developing the marketing tools, collaterals and publicity materials to project the state as favored investment destination.
- (v) To organize UP Global Investors' Summit and build up national and international road shows
- (vi) Follow up action of Global Investors' Summit and tracking investors and progress of MoUs
- (vii) To design the web based investor information with the assistance of key Govt departments
- (viii) To design investor tracking module

Scope of Work

The Scope of work shall include the following stages

- (i) To design the investment promotion strategy/program and action plan for UP
- (ii) Designing a robust web based Investor Information System, based on best practices to be suggested by the selected bidder.
- (iii) Developing the content and assist in designing, developing the marketing tools, collaterals and publicity materials to project the state as favored investment destination and to suggest innovative marketing tools specific to the state of Uttar Pradesh.

- (iv) Assisting in organizing Global Investors' Summit and defining roadmap, goals, action plan and approach for it
- (v) Follow up action of Global Investors' Summit and tracking investors and progress of MoUs
- (vi) Designing the conceptual frame work for creating a robust computerized Investor Tracking System

These stages include the following tasks

- (i) To draft an appropriate strategy and prepare a road map for undertaking investment promotion activities in Uttar Pradesh for a tentative period of 18 months, which if need be extended on mutually agreed terms and conditions.
- (ii) Tentatively the Knowledge Partner will assist in coordinating 4 roadshows in India, 2 roadshows abroad and one Global Investment Summit in India. The location & size of each event shall be decided during finalization of Action Plan.
- (iii) Analyzing and Policy Benchmarking of UP Infrastructure and Industrial Investment Policy 2012 vis-à-vis around 8 other states.
- (iv) Analysis of strategies of investment promotion followed by other states and suggesting the best practices
- (v) Identify focus sectors and geographical locations to be promoted for investment
- (vi) Identify various investment projects of focus sector departments for their promotion
- (vii) Preparation of a budget estimate for whole program duration
- (viii) Undertaking activities for assisting Udyog Bandhu for the overall coordination of the investment campaign
- (ix) To analyze a maximum number of 15 sectors for potential investment and then to identify around 10 focus sectors out of them.
- (x) Preparing various marketing tools and other publicity material for State investment linked profile, investor information for doing business, focus sectors (maximum 10), potential investment project profiles (maximum 10 profiles in each sector), profiles on key investment regions (maximum 5 profiles), Pitch presentations, Brochures, AV Films etc.
- (xi) To attract, approach and invite potential investors from various states and countries for emphasized sectors and projects
- (xii) Identify the branding initiatives taken up by other states and to chalk out a strategy to establish UP as an investment brand
- (xiii) Assisting in conducting road shows and taking business delegation to appropriate national and international locations, preparing delegation kits and presentations
- (xiv) Coordinating with the state and foreign country level authorities in fixing meetings with business/industrial associations, Govt agencies, Trade promotions bodies during and before business delegations
- (xv) Preparation of event specific collaterals, invitation letters, event flyer and other publicity material
- (xvi) Assisting in planning the sessions, seminars, scheduling the topics, preparation of background papers, identification of speakers, inviting and approaching the speakers etc.
- (xvii) Identifying and approaching potential partner organizations, agencies for the Global summit and its building up events
- (xviii) Organizing B2G and B2B meetings in various events
- (xix) To prepare Govt. department officers with the possible questions and answers during various investors' interactions
- (xx) To prepare various presentations for investment

- (xxi) Documenting main highlights and features of the Summit from investment point of view and suggesting follow-up action plan
- (xxii) Documentation of minutes of the meetings of B2G meetings
- (xxiii) Collection of all the materials circulated by various industrial groups, agencies during the Summit
- (xxiv) Assessment of impact on infrastructure requirement of Investment MoUs signed & investment pronounced
- (xxv) Follow up with the interested companies to attract investments
- (xxvi) Prepare and execute a plan for collection and synchronization of investment data across departments
- (xxvii) Coordination with website developer for developing user friendly interactive platform, preparation of knowledge content (like incentives and concessions included in various policies, demographical advantages, details of existing industrial scenario, availability of infrastructure, required templates for report formats, tracking investors and resolution of issues etc.) for Udyog Bandhu website
- (xxviii) Assisting Udyog Bandhu in the entire selection process of Event Manager, Media Partner and Website Developer to support the investment campaign including preparation of TOR, arrangement of pre-bid meet, evaluation of bids etc.
- (xxix) Shall perform any other work related to the assignment as required and as identified during the course of assignment

Deliverables and Timeline

The tentative time period of the assignment is 18 months from the date of award of the contract. The deliverables for this duration will be as follows:-

Deliverable	Time Line
Report on approach and methodology	Within 21 days from Day Zero
Monthly status reports	Within 7 days after the end of every month
Presentation on Investment Promotion program and action plan	Within 2 months from Day Zero
Presentation on action plan for Global Summit	Within 2 months from Zero Date
Final submission of marketing tools and Collaterals	Within 4 months from Zero Date
Approaching the potential investors, business associations, country mission and follow-up status report	Within 7 days after the end of every month
Organizing national and international business delegations	7 months prior to the Summit
Detailed report on action plan for Global Investment Summit	6 months prior to the Summit
Global Investment summit	Around 11 th month from Day Zero
Follow-up action plan after the Summit	Within 1 month after the Summit
Status Report on Investor tracking	Every 15 days after the Summit

Day Zero shall be 7th day after the date of execution of Agreement. The time line and definition of Deliverables can vary as per the action plan to be defined by the Knowledge Partner.

The Consultant shall hand over soft copies and 2 sets of hard copies of all the deliverables of the assignment as per time line, which will be the property of Udyog Bandhu.