STANDARD FORM OF MASTER CONSULTANCY AGREEMENT

MASTER CONSULTANCY SERVICES AGREEMENT

This Master Consultancy Services Agreement is made on this the _____ day of ______, 2017 by and between:

The Marine Products Export Development Authority, a statutory body, having its head office MPEDA House, Panampilly Avenue, P.B.No-4272, Kochi - 682036, India, represented by its Secretary (hereinafter referred to as the "Authority" which expression shall include its affiliates, successors and permitted assigns);

AND

------------------ a company incorporated under the Companies Act, 1956, and having their registered address at ----------------- represented by its Managing Director Mr._______________________ (hereinafter referred to as the "Consultant" which expression shall include its affiliates, successors and permitted assigns);

For ease of reference, the Authority and Consultant shall be individually referred to as "Party" and collectively as "Parties".

RECITALS
A. The Authority vide its Request for Proposal called for eligible consultants who will be responsible for providing the required design, setting up and maintenance of cylindrical aquarium for its proposed signature stall at Authority’s head office, the scope of which work shall be further detailed below (“Project”);

B. The Consultant submitted its proposals for the aforesaid Project, whereby the Consultant represented to the Authority that it has the expertise, professional skills and experience to undertake the required consultancy services for the Project successfully;

C. On the strength of the representations and warranties made by the Consultant, the Authority issued a Letter of Award to the Consultant dated XX.XX.2017 (“LOA”); and

D. In pursuance of Clause 6 of the LOA, the Parties hitherto enter into this Master Consultancy Services Agreement detailing their rights and obligations as regards the Project and the consultancy.

NOW, THEREFORE, in lieu of the mutual promises and covenants herein set forth, acknowledging the sufficiency of consideration agreed, the parties hitherto agree as follows:

1. APPOINTMENT

On the strength of warranties and representations made by the Consultant to the Authority on its skill set, expertise and experience, and subject further to the terms and conditions detailed below, the Authority hereby appoints the Consultant to provide the following consultancy services for setting up of signature stall at the head office of the Authority for the Term of this Agreement. The Consultant hereto accepts the said appointment and agrees to conduct itself strictly in accordance with the terms and conditions contained herein.

2. SCOPE OF WORK

The Scope of Work under this Agreement shall be as further detailed in Schedule A to this Agreement, appended to and included by reference herein (“Services”). The Authority reserves the right to revise the Scope of Work at any time during the Term of this Agreement. No deviations or revisions to the scope of work by the Consultant shall be permitted unless approved in writing in advance by the Authority.

3. DELIVERY OF SERVICES

The Consultant agrees to perform the Services at such locations and at such timelines as are notified by the Authority from time to time. Consultant agrees that time is of the essence in completion of the Service and any delay/extension to the agreed timeline and completion of work shall be at the sole cost and responsibility of the Consultant.

A detailed schedule of Services, deliverables and agreed timeline is hereby appended to as Schedule B to this Agreement and included by reference herein.

3.1 DEFECTS LIABILITY PERIOD AND MAINTENANCE
From the date of issuance of Completion Certificate of Work performed to the satisfaction of the Authority, by the Authority, and for a period up to one (1) year from that date, shall be ascertained as the defects liability period. During the defects liability period, if any defect is observed in the Services performed hereunder, whether due to workmanship, design, installation, or from any act or omission of the Consultant, without prejudice to the rights and remedies available to the Authority for such defects, the Consultant shall execute all such work of rectification, repair and making good of defects, as may be required of him by the Authority, at his own cost and within the time stipulated by the Authority. If the Consultant shall fail to do any such work as required by the Authority, the latter shall be free to withhold any monies paid by the Consultant to the Authority as Security or the fees payable hereunder or take steps to recover the fees paid under this Agreement without prejudice to its rights and remedies available at law, equity, contract, tort or otherwise. The Consultant shall further indemnify the Authority against any loss/liability that may be incurred by him on account of any failure on the part of the Consultant for timely rectification of the defects pointed out within the defect liability period.

After the completion of the defects liability period, the Parties shall enter into an Annual Maintenance Contract in such manner as is further described in Schedule B-2 to this Agreement.

4. ACCESS TO LAND AND PROPERTY:

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the Project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services.

In order to perform the Services under this Agreement, the Authority hitherto agrees to assist in obtaining the relevant statutory approvals from local bodies.

5. CONSULTANT ROLES AND RESPONSIBILITIES:

The Consultant warrants, covenants and represents that:

5.1.1. It is a Private Limited Company, validly registered under the laws of India;
5.1.2. It has full rights to enter into this Agreement, and that the entering into this Agreement or the performance of its obligations under the Agreement will not violate any agreement, person, firm, organization or any law or governmental regulation;
5.1.3. It has valid rights and licenses in all its confidential information and Intellectual Property, the sharing of which for the purposes of this Agreement shall be unhindered without any third party restrictions;
5.1.4. The Services shall be performed in a professional manner in in accordance with the general industry standard;
5.1.5. Not, by itself or its agents, employees or sub-contractors, do anything that would in any manner harm the Authority’s name, reputation or goodwill;

5.1.6. It shall, at all times, abide by the laws existing and in force in India, and in particular the State of Kerala with respect to the provision of Services under this Agreement;

5.1.7. There is no outstanding or threatened litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably, would reasonably be expected to have a material adverse effect on either Party’s ability to fulfill its obligations under this Agreement;

5.1.8. It does not have any conflict of interest in the Project and it shall not be considered in any manner an ‘interested party’ to the Project;

5.1.9. It shall take all consents and governmental approvals necessary to perform the Services under this Agreement; and

5.1.10. It shall not undertake any work during the Term of the Agreement that would be similar to the Services performed hereunder or directly or indirectly affect its performance of Services under this Agreement.

6. EMPLOYEES AND PERSONNEL:

6.1.1. The Consultant shall employ and provide only qualified and experienced personnel as may be required to carry out the Services.

6.1.2. The designations, names and other particulars of each of the Consultant’s Key Personnel required in carrying out the Services shall be described in Schedule C appended to this Agreement and included by reference herein. Such Key Personnel are herewith approved by the Authority; any removal or change to Schedule C shall be subject to prior approval of the Authority in writing.

6.1.3. Amongst the Key Personnel, the Consultant shall name one person as the Team Leader who shall act as Authority’s Point of Contact for all communication and correspondence in relation to the Services, and the Consultant shall not remove/replace the Team Leader during the Term of this Agreement including defect liability period.

6.1.4. The Consultant shall remain solely responsible for its employees, agents and personnel including their compensation and compliance with applicable labour laws. At no event shall the employees, agents or personnel of Consultant shall be treated as employees, agents or personnel of the Authority.

6.1.5. The Consultant warrants that, either for a term of one (1) year preceding the LOA or during the Term of this Agreement and for a period of two (2) years immediately thereafter, it (a) has not employed any employee, agent, director or independent contractor of the Authority and (b) will not solicit or attempt to solicit, or induce or attempt to induce any employee, agent, director or independent contractor of the Authority to leave the employment of the Authority. Breach of this clause shall constitute material breach of this Agreement.

7. INTELLECTUAL PROPERTY:

7.1.1. The Parties acknowledge that all deliverables including design and drawings or developments or modifications to existing Intellectual Property created in pursuance to the Services hereunder shall constitute “work made for hire” under the Copyright Act, 1976 and shall be the Authority’s exclusive property.

7.1.2. Any deliverables in the nature as described in Clause 7.1.1. above,
of which the ownership or the intellectual property rights do not vest with
the Authority under law, shall automatically stand assigned to the Authority
as and when such deliverable is created and the Consultant agrees to execute
all papers and to perform such other acts as the Authority may deem
necessary to secure its rights herein assigned by the Consultant.

7.1.3. To the extent such deliverable contains any of Consultant’s
confidential information or Intellectual Property, the Consultant shall grant
to the Authority, an exclusive, worldwide right towards its intellectual
property and confidential for the purpose of Authority’s unhindered and free
use of the Deliverables.

7.1.4. Authority reserves all rights towards its Intellectual Property
and Confidential Information shared under this Agreement, and any use of
the Consultant of such information shall be strictly in accordance with
Authority’s written permission and limited to performance of Services under
this Agreement.

7.1.5. For the purpose of this Agreement, “Intellectual Property” shall
mean any and all tangible and intangible: (i) works of authorship, including
copyrights, moral rights, neighboring rights, and derivative works thereof,
(ii) trademark and trade name, (iii) trade secret, (iv) patents, design, and
other industrial property, and, (v) all other intellectual property rights (of
every kind and nature however designated) whether arising by operation of
law, treaty, contract, license, or otherwise, together with all registrations,
initial applications, renewals, extensions, continuations, divisions or reissues.

8. CONFIDENTIAL INFORMATION:

8.1.1. The Consultant herein agrees and understands that, during the
Term of this Agreement and continuing thereafter, it shall be privy and/or in
custody of the Authority’s Confidential Information by way of disclosure or
by virtue of its relationship herein. The Consultant in this regard specifically
note that the Authority’s Confidential Information shall constitute
Authority’s trade secrets, including without limitation information relating to
its official correspondence and its contents, relationship of its clients and
vendors, projects, techniques, pricing, customer information etc. and
unauthorized disclosure will cause the Authority irreparable harm for which
the Consultant will be held fully responsible.

8.1.2. The Consultant agrees to and shall keep the Authority’s
Confidential Information confidential and shall not use the Confidential
Information for purposes other than as authorized under this Agreement. The
Consultant further agrees to not disclose the Authority’s Confidential
Information to third parties without the latter’s prior written consent. The
Consultant shall strictly share the Authority’s Confidential Information only
with its employees who has a “need to know” for the purpose of this
Agreement.

8.1.3. The Consultant shall protect the disclosing Party’s Confidential
Information as it would protect its own information of a like nature but in no
event using less than a reasonable standard of care.

8.1.4. The terms of this Section shall survive the expiry or earlier
termination of this Agreement.
For the purpose of this Agreement, “Confidential Information” shall mean all proprietary, confidential and trade secret information and all other knowledge relating to the Authority’s capacity, business, products and services, including its manufacturing, technical, financial, intellectual property, documents, marketing information and the terms of this Agreement (including pricing) which Consultant is privy of or comes into knowledge or possession, during the Term of this Agreement, or information which is treated by the Authority as confidential regardless of its form, or which is designated by its nature as confidential, but excluding information that is already in the public domain for no fault of the Consultant.

9. MATERIALS FURNISHED BY THE AUTHORITY

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

10. ACCURACY OF DOCUMENTS SUBMITTED BY CONSULTANT

The Consultant shall be responsible for accuracy of the documents drafted and/or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of the Services performed under this Agreement. Without prejudice to any right or remedy available to the Authority under law, equity or contract, the Consultant shall indemnify, defend and hold harmless the Authority 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 Consultant or arises out of its failure to conform to good industry practice or breach of any warranties or representations made by it. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents and the resulting work including any re-survey / investigations.

11. PRICE, TAXES AND PAYMENT TERMS

11.1.1 In consideration of the Services performed by the Consultant under this Agreement, the Authority shall pay to the Consultant the Agreement Value as shall be further detailed in Schedule D appended to this Agreement and included by reference herein.

11.1.2 If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or expenses incurred by the Consultant in performing the Services, by an amount exceeding 10% (ten per cent) of the Agreement Value, then the payments otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value. Except in the circumstances stated in this sub-clause, in no event shall the Authority be responsible or be liable to pay for any sum other than the Agreement Value under this Agreement.

11.1.3 The Agreement Value is exclusive of Service Tax but is subject to
tax deduction at source in accordance with applicable tax laws in India. The Consultant in this regard shall provide its PAN number and other relevant details to enable the Authority comply with applicable tax mandates.

**11.1.4** The Consultant shall raise accurate and itemized invoices for the Services rendered at such agreed time intervals as are detailed in Schedule D to this Agreement.

**11.1.5** All payments shall be made in Indian Rupees.

**11.1.6** All payments shall be subject to completion of work of each stage to the satisfaction of the Authority. The Authority shall pay only the undisputed amount.

**11.1.7** Any excess amount paid by the Authority shall be forthwith reimbursed by the Consultant on receipt of notice from the Authority failing which such excess amount shall carry a simple interest of 10% p.a. until the date of payment.

**11.1.8** Any advance on payment as requested by the Consultant shall be subject to the sole discretion of the Authority and at such interest rates as are determined by the Authority to be reasonable.

**11.1.9** Payment of undisputed invoices shall be made by the Authority within sixty (60) days from the date of acceptance of such invoice. The Authority shall not unreasonably withhold its acceptance and it shall generally communicate its approval or disagreement within 45 days from the date of issuance of invoice.

**11.1.10** Consultant shall issue duly acknowledged receipts of payments received and shall maintain such records during the period of this Agreement for the purpose of audit under this Agreement.

**11.1.11** The payments to the Consultant pursuant to this Clause shall constitute the Consultant’s sole payment in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any employee, personnel and agents of either of them, similarly shall not receive any such additional payment.

**12. AUDIT**

The Consultant agrees that the Authority reserves its right to call upon the Consultant for audit of its records and premises at any time, and for this purpose, the Consultant shall provide to the Authority, or its designated third party contractor, with access to and any assistance (that they may require for the purpose of performing audits or inspections to confirm compliance with any statutory audit obligations). For this purpose, the Consultant shall retain records and sufficient documentation as regards the Services and fees paid as against each invoice throughout the Term of this Agreement and for a period of three (3) years thereafter. Should the audit reveal any non-compliance with the agreed terms of this Agreement, then without prejudice to the rights and remedies available to the Authority under law, equity or contract, the Consultant shall take commercially reasonable efforts to remedy the same promptly and provide written report of such remedied issues to the Authority.
13. LIABILITY

In the event of any dispute, the Authority’s liability for direct damages shall in no event exceed the amount of fees payable for the Services in dispute. The Authority shall in no event be liable for any indirect, consequential, special or exemplary damages, howsoever arising under this Agreement, even if it has been advised of such damages.

14. INDEMNITY

Without prejudice to Authority’s rights and remedies available at law, equity or contract, the Consultant shall indemnify, defend and hold harmless the Authority, its directors, agents, affiliates, subsidiaries and personnel, for any and all actions, claims, suits, damages, costs or expenses, arising out of or relating to: (i) any breach of its obligations, duties, representations and warranties including without limitation its warranties regarding Confidential Information and Intellectual Property, (ii) any personal injury or property damage solely attributable to its actions and (iii) any negligence, omission, non-performance or failure of performance of its obligations under this Agreement except to the extent such failure or non-performance is directly attributable to a Force Majeure Event.

15. LIQUIDATED DAMAGES

15.1.1. For Error/Variation: In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

15.1.2. For Delay: In case of delay in completion of Services for each Stage as specified in Schedule B and Schedule D, liquidated damages not exceeding an amount equal to 0.1% (zero point one percent) of the Agreement Value per day, subject to a maximum of 2.5% (two point five percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the current or pending payment for Services. However, in case of delay due Force Majeure Event, suitable extension of time shall be granted.

15.1.3. In addition to the liquidated damages not amounting to penalty, the Authority reserves its rights to issue warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority. Any recovery by way of liquidated damages shall be without prejudice to Authority’s rights and remedies available at law, equity, tort or contract.

16. TERM AND TERMINATION

16.1.1. This Agreement shall come into effect on XX.XX.2017 and shall continue until the expiry of the defect liability period as further detailed in Schedule B to this Agreement.
16.1.2. The Authority shall have the right to terminate this Agreement for convenience by providing advance written notice to the other Party to the Consultant. In case of such termination, the Authority shall pay such pro-rata portion of undisputed invoices on Services performed to its satisfaction.

16.1.3. Either Party shall have the right to terminate this Agreement for cause, if the other Party commits a material breach of this Agreement and the said breach remains uncured for a period of thirty (30) days after notice of such breach is given to the defaulting Party. For avoidance of doubt and without prejudice to the rights of the Authority, the term material breach shall include without limitation the following:

(A) As regards the Consultant any non-payment of undisputed and accepted invoices within the prescribed due date for payment.

(B) As regards the Authority if the Consultant, (a) commits a breach of its representations and warranties, (b) fails to commence Services at the agreed timelines except to the extent differed by the Authority on a Force Majeure Event (c) becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary, (d) fails to comply with any final decision reached as a result of arbitration proceedings pursuant to this Agreement, (e) submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false, (f) engages in prohibited practices, (g) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading.

16.1.4. Upon termination of this Agreement, all monies due and payable to the Authority to the Consultant, for any undisputed Services performed to the satisfaction of the Authority, shall become due and payable, after set off against any monies owed by the Consultant to the Authority.

16.1.5. Upon cessation of this Agreement in any manner, 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, or which expressly survives such termination; (ii) the obligation of confidentiality as set forth in Clause 8 hereof; and (iii) any right or remedy which the Authority may have under this Agreement or the Applicable Laws.

16.1.6. Upon cessation of this Agreement in any manner, the Consultant shall, immediately upon dispatch or 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. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall handover the same to the Authority immediately in good and proper condition.

16.1.7. The provisions under this Agreement, which by their nature intended to survive the expiry or earlier termination of this Agreement, including Clauses 5, 7, 8, 14 and 15 shall survive in full force and effect after the expiry or earlier termination of this Agreement.

17. PROHIBITED PRACTICES:

The Consultant and its Personnel shall observe the highest standards
of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into this Agreement. In such an event, the Authority shall forfeit and appropriate any pending invoices, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law. In this regard, the following terms shall have the following meanings as assigned to them:

(a) "corrupt practice" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selection process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

(c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the selection process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

(d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement; or (ii) having a Conflict of Interest; and
“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement.

18. DISPUTE RESOLUTION

18.1.1. 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 this regard, the Parties shall endeavor to address any issue vis-à-vis the Secretary, Marine Products Export Development Authority and Managing Director of the Consultant within two (2) Business Days of receipt of a notice from either Party specifying the nature of the dispute.

18.1.2. Any dispute not resolved through the good faith efforts of Senior Management of both Parties for amicable resolution shall then be submitted before the Chairman, Marine Products Exports Development Authority, who shall act as the final arbiter of disputes by agreement of the Parties expressed herein. The Parties agree that all proceedings including, but not limited to, all communications, pleadings, arguments and discovery shall be conducted in the English language. The venue for such arbitration shall be exclusively in the office of Chairman, Marine Products Exports Development Authority, Panampilly Nagar, Ernakulam, Kerala. The Parties to this Agreement, by entering into it, are expressly waiving their rights to have any dispute decided in a court of law or equity before a judge or jury, and instead are accepting the use of binding arbitration. The substantive and procedural law in relation to the Arbitration shall be the laws of India. The decision of the arbitrator shall be final and binding upon the Parties. Each Party shall assume its own costs, but the compensation and expenses of the arbitrator(s) and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by each Party.

This dispute resolution process shall be the sole and exclusive means for resolving any dispute or differences; provided, however, that either Party may seek a preliminary injunction, attachments or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action the Parties will continue to participate in good faith in this dispute resolution process. All time limitations contained in the dispute resolution sections above may be altered by agreement of the Parties.

19. FORCE MAJEURE

If and to the extent that a Party’s (an "Affected Party") performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by the other Party or by fire, flood, earthquake, war, insurgency, elements of nature or acts of God or any other similar cause beyond the reasonable foreseeable control of the Affected Party or a labor strike, lockouts, union disputes or political hartals (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been
prevented by reasonable precautions, then the Affected Party shall be excused for such hindrance, delay or non-performance, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues IF the Affected Party continues to use its best efforts to recommence performance whenever and to whatever extent reasonably possible without delay, including through the use of alternate sources, workaround plans or other means; provided, however, that the use of such alternate sources, workaround plans or other means shall cease, upon the cessation of the Force Majeure Event. For so long as a Force Majeure Event continues, the non-Affected Party shall, upon the Affected Party's reasonable request cooperate with the Affected Party. The Affected Party shall immediately notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. In the event that the Force Majeure Event shall continue for a period exceeding sixty (60) Business Days, the non-Affected Party shall be entitled to terminate this Agreement.

20. **ASSIGNMENT AND SUBCONTRACTING:**

The Consultant shall not assign or subcontract, its rights and obligations under this Agreement without the Authority's prior written consent.

21. **INSURANCE:**

Consultant shall procure and maintain for the duration of this Agreement, appropriate insurance including commercial general liability coverage at such amounts as are commercially reasonable in relation to the Services performed hereunder and shall produce a copy of such insurance certificate to the Authority. The Certificate shall name the Authority as an additional insured.

22. **RELATIONSHIP:**

It is understood by the Parties that the Consultant (and its employees) is an independent contractor with respect to the Authority, and not an employee, partner, agent or promoter of the Authority.

23. **WAIVER:**

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

24. **GOVERNING LAW AND JURISDICTION OF DISPUTES:**
This Agreement shall be governed by the laws of India and in particular by the rules and legislations of the State of Kerala. The Parties further agree that any disputes arising under this Agreement, will be submitted to the exclusive jurisdiction of the competent courts in Ernakulam, Cochin.

25. **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 Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant’s Representative in the preamble of this Agreement or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Karnataka may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;

b. in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority’s Representative as set out in the preamble in this Agreement or to such other person as the Authority may from time to time designate by notice to the Consultant;

c. any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

26. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding of the Parties regarding the subject matter of the Agreement, and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between the Parties.

27. **AMENDMENT**

No amendment or modification of this Agreement shall be valid unless
made in writing and executed by the Parties duly.

28. **SEVERABILITY**

If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

IN WITNESS WHEREOF THE PARTIES SHALL PUT THEIR HAND AND SEAL BELOW:

[SIGNATURE PAGE TO FOLLOW:]

FOR MARINE PRODUCTS EXPORTS DEVELOPMENT AUTHORITY

NAME: ________________________________

DESIGNATION:________________________

SEAL:___________________________________

FOR M/S.BLOO AQUA STUDIO

NAME: ________________________________

DESIGNATION:________________________

SEAL:___________________________________
SCHEDULE A (Indicative)

DETAILED SCOPE OF WORK

1. Subject to overall supervision and control by MPEDA, the scope of services to be provided will include:

2. Supply of hardware, equipment and supporting infrastructure for the kind of digital exhibits mentioned in Schedule A-1.

3. Supply of software to be installed in the digital exhibits and digital systems mentioned in the Schedule A-1.

4. Supply of Software and hardware required for the kind of ticketing infrastructure of the signature stall mentioned in the Schedule A-1.

5. Development of digital content to be displayed in the digital exhibits which include text, audio, video, 2D/3D animation, Virtual reality videos, augmented reality contents etc.

6. Data necessary for developing the content will be provided after issuing the work order.
7. The Bidder shall furnish the complete details of Hardware provided (including the brand to be supplied, technical specifications, etc.), Specific descriptions of software provided, and details of digital content development as a separate list with reference to the Annexure C, which has to be submitted with the technical bid.

8. MPEDA has the right to discard, add or change the stated requirements after issuing the work order.

9. In rendering the required services as per the scope of work, the bidder will be required:
   - To be subject to MPEDA’s overall supervision and control.
   - To provide all such services as may be reasonably required by MPEDA supply, development/fabrication, installation and maintenance of the digital systems and digital interactive exhibits (including its hardware, software and digital content part).

SCHEDULE A-1 (Indicative)

<table>
<thead>
<tr>
<th>SL.NO</th>
<th>ITEM</th>
<th>HARDWARE</th>
<th>SOFTWARE</th>
<th>DIGITAL CONTENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Rear Projection at entrance.</td>
<td>Necessary hardware like Ultra short throw projector (4500 lumen), Rear projection screen, Mini PC, Wire, Cables, Extensions and Mounts, etc.</td>
<td>Welcome video – up to 3 minutes</td>
<td>Combination of 3 animation &amp; video footage</td>
</tr>
<tr>
<td>2.</td>
<td>Content Management Software (CMS) based Multi-touch application</td>
<td>Necessary hardware like 22-inch touch screen, Mini PC etc.</td>
<td>Multi-touch CMS system.</td>
<td>Supports images, PDFs, text, audios, videos</td>
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<td>3</td>
<td>RFID based comparison table.</td>
<td>Necessary hardware like 6-8 comparison units, custom made unit, RFID transmitter, receiver, mini PC, 46 inch multi-touch screen, etc.</td>
<td>Custom electronic programming and touch software, Non CMS based max-3 comparisons at a time.</td>
<td>Video with tabular data for comparison, Supports images, PDFs, text, audios, videos. Content limit – to be decided.</td>
</tr>
<tr>
<td>4</td>
<td>Floor Projection approx. 10 ft. X 6 ft.</td>
<td>Necessary hardware like 10-12k lumen projector, motion sensor, silver screen on floor, PC, Wire, Cables, Extensions and Mounts, etc.</td>
<td>Multiple user detection (max 3 users at a time)</td>
<td>The content reacts to users’ movement up to 3 themes.</td>
</tr>
<tr>
<td>5</td>
<td>Video wall (3x3 matrix)</td>
<td>Necessary hardware like 55 inch ultra-thin bezel, 3.5mm Samsung/ LG/ Mitsubishi and wall mounts etc.</td>
<td>Combination of 3D animation &amp; video footage up to 10 minutes</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Leap motion – gesture interaction</td>
<td>Necessary hardware include Leap motion sensor, 32 inch screen PC, Wire, Cables, Extensions and Mounts, etc., fabrication for leap motion enclosure</td>
<td>Leap Motion software, non CMS</td>
<td>Explore unseen internal organs in a 3D view, Supports images, videos, text &amp; audios.</td>
</tr>
</tbody>
</table>
7. **VR kiosk -1**

- **(Oculus/Vive for 3D environment)**
- OR
  - **(google pixel+Daydream for 360-degree video)**
  - OR
  - **(3D video headset for 3D video)**

*(bidder may come up with best solution from any one of the above for each VR Kiosk)*

Other hardware includes PC, Wire, Cables, Extensions and Mounts, etc. and fabrication of VR Booth.

<table>
<thead>
<tr>
<th>Oculus: Interactive software with complete 3D environment</th>
<th>Google Daydream: Interactive software + 360-degree video content</th>
<th>3D video headset: Stereoscopic 3D video up to 3-4 min (non-interactive)</th>
<th>3D video headset: 3D video with depth perception</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oculus: 3D marine environment (above &amp; under the sea)</td>
<td>Google Daydream: Custom 360 degree videos to be shot on fishing ships (2-3 days’ shoot on location)</td>
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</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td>Oculus</td>
<td>Google Daydream</td>
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<tr>
<td>8.</td>
<td>VR kiosks – 2</td>
<td>(Oculus/Vive for 3D environment)</td>
<td>Google Daydream: Interactive software + 360-degree video content</td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td>(google pixel+Daydream for 360-degrees video)</td>
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<tr>
<td></td>
<td>OR</td>
<td>(3D video headset for 3D video)</td>
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<td></td>
<td><strong>(bidder may come up with best solution from any one of the above for each VR Kiosk)</strong></td>
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<tr>
<td></td>
<td>Other hardware includes</td>
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<tr>
<td></td>
<td>PC, Wire, Cables, Extensions and Mounts, etc.</td>
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<tr>
<td></td>
<td>and fabrication of VR Booth.</td>
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<tr>
<td></td>
<td>VR kiosks – 3. (Oculus/ Vive for 3D environment)</td>
<td>Other hardware includes</td>
<td>Necessary hardware includes</td>
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<tr>
<td>9.</td>
<td>OR (google pixel+Daydream for 360-degree video) OR (3D video headset for 3D video)</td>
<td>PC, Wire, Cables, Extensions and Mounts, etc. and fabrication of VR Booth.</td>
<td>5 tablets (iPad/Samsung), anti-theft docking system with self-charging, printed AR markers, etc.</td>
</tr>
<tr>
<td>10</td>
<td>Marker based Augmented reality- CMS App at Refrigerated product display rack</td>
<td></td>
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</tr>
<tr>
<td>11</td>
<td>Marker based Augmented Reality (AR)- CMS App at ambient temperature product display rack</td>
<td>Necessary hardware includes 5 tablets (iPad/Samsung), anti-theft docking system with self-charging, printed AR markers, etc.</td>
<td>CMS-AR app, web portal will be provided for centralized data updation</td>
</tr>
<tr>
<td>12</td>
<td>CMS Software plus hardware</td>
<td>Development of integrated content management system for managing the content installed in the digital exhibits from a single PC. Supply of High end PC and its associated hardware capable of managing content simultaneously.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Production of 8-10 minutes 360-degree video (5 No.)</td>
<td>Production includes, making the detailed script up on giving idea input, shooting, direction, editing, etc.</td>
<td></td>
</tr>
</tbody>
</table>
| 14 | Development of Ticketing Software Plus Supply of related Hardware | Idea:  
- Customer buys ticket in the form of a card/wristband or other device.  
- At every point of interest in the hall, we need to keep track of visitor engagement analytics, using the ticket. Ticket to be used to order items from the product display area.  
- Ordered products per visitor to be relayed to collection point, to enable them to get the order ready for pick-up.  
- Visitor returns ticket at the counter and collects ordered products  
The bidder may come up with alternate idea/solutions for achieving the purpose which can be presented during the audio-visual presentation. |  |
## SCHEDULE B (Indicative)

### DELIVERY OF SERVICES AND DELIVERABLES

<table>
<thead>
<tr>
<th></th>
<th>December 2017</th>
<th>January 2018</th>
<th>February 2018</th>
<th>March 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finalizing the design, list of kind of equipment and specific details of services to be provided.</td>
<td>*</td>
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<tr>
<td>Fabrication/Development of hardware, software and digital content.</td>
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<tr>
<td>Supply installation and commissioning</td>
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</tbody>
</table>
SCHEDULE B-2 (Indicative)

ANNUAL MAINTENANCE CONTRACT

- Bidders shall provide annual maintenance services for 3 years for the software and hardware mentioned in the Schedule A1;

- AMC includes maintenance what and whenever needed during the period of AMC.

- AMC includes providing service personnel onsite for daily maintenance and operation.

- Description of the Annual Maintenance Contract (AMC) is in Schedule B-3.

SCHEDULE B-3

(To be provided by the Bidder as per the tender documents)
SCHEDULE C

KEY PERSONNEL OF THE CONSULTANT

<table>
<thead>
<tr>
<th>NAME</th>
<th>DESIGNATION</th>
<th>QUALIFICATION</th>
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</thead>
<tbody>
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</tbody>
</table>
### Schedule D

**Agreement Value and Payment Schedule**

<table>
<thead>
<tr>
<th>SL NO</th>
<th>Description</th>
<th>Cost (Rs) Inclusive of Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>On finalization &amp; Approval of the design, drawings and layout</td>
<td>30%</td>
</tr>
<tr>
<td>2.</td>
<td>On installation of base structures <em>viz.</em>, aquaria, recirculation facility etc.</td>
<td>40%</td>
</tr>
<tr>
<td></td>
<td>On Commissioning to the full satisfaction of the Authority</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>On expiry of the Defects Liability Period</td>
<td>10%</td>
</tr>
</tbody>
</table>

The Agreement Value shall be paid in the following schedule: