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CONSULTING | AUDITING | SKILLING | IT SOLUTIONS

Public Sector Government Organization

TENDER DOCUMENT
FOR
APPOINTMENT OF ARCHITECTURAL AND SALES
MANAGEMENT AGENCY (AASMA) FOR DEVELOPMENT OF
NATIONAL INDUSTRIAL TOWNSHIP PROJECT AT SILIGURI –
JALPAIGURI, WEST BENGAL

NIT No: NITCON/DEL/20/028/03; Dated: 06.08.2026

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DISCLAIMER

Sikaria Mega Food Park Private Limited (SMFPL) (A Special Purpose Vehicle (SPV) Under Ministry of Food Processing Industries, Union Government of India) has engaged NITCON Limited as Project Implementation Unit (PIU) for development of National Industrial Township at Siliguri, West Bengal. NITCON has prepared this document to give information on the Project to the interested Bidder. The information is provided to Bidders on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided.

The purpose of this document is to provide Bidders with information to assist the formulation of their bid. The information is not intended to be exhaustive. Bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely solely on the information in the document.

The information is provided on the basis that it is non-binding on Project Owner or NITCON Limited, any of its authorities or agencies or subsidiaries or any of their respective officers, employees, agents or advisors.

Information provided in this document to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NITCON Limited accepts no responsibility for accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Project Owner and NITCON Limited reserve the right to not proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting the Bid.

While NITCON Limited have taken due care in the preparation of the information contained herein and believe it to be accurate, neither SMFPL nor NITCON Limited, any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The provisions of this Tender Document have been drafted with due consideration to the applicable prevailing procurement framework, as relevant to the respective components of the Scope of Work. Accordingly, the tender conditions may contain provisions derived from or aligned with the prescribed Guidelines / Manuals. Notwithstanding anything contained in this Tender Document, in the event of any ambiguity, conflict or inconsistency between the provisions of this Tender Document and the applicable procurement framework, the provisions of the relevant Procurement Manual, read together with the applicable guidelines issued by the competent and statutory authority, as amended from time to time, shall prevail to the extent of such inconsistency.

Section-I

Notice Inviting Tender (NIT)

SECTION-I: NOTICE INVITING TENDER (NIT)

NITCON Limited invites open online e-tender on behalf of Sikaria Mega Food Park Private Limited (SMFPL) from the experienced, competent and eligible agencies for the work as per the following details:

Tender No.	NITCON/DEL/20/028/03
Name of Work	TENDER DOCUMENT for appointment of Architectural And Sales Management Agency for development of National Industrial Township Project at Siliguri – Jalpaiguri, West Bengal - Providing Comprehensive Services for Architectural, Planning, Designing, Engineering, Accordance of all Statutory Approvals (including all approvals from SJDA, WBRERA, MoEFCC, WBSPCB etc.), Building Permissions, Market Assessment, Financial Services. Assisting in Fund Management, Media Management, Brand management, Legal and Sales Services of about 55.69 Lakh Sq. ft. of Carpet Area / Plot Area of Development of National Industrial Township Project at Siliguri - Jalpaiguri, West Bengal
Owner	Sikaria Mega Food Park Private Limited (SMFPL) (A Special Purpose Vehicle (SPV) Under Ministry of Food Processing Industries, Union Government of India) who have engaged NITCON Limited as Project Implementation Unit (PIU) for development of National Industrial Township at Siliguri - Jalpaiguri, West Bengal.
Location of Project	Chhat Guzrimari Mouza, Rajganj Block, Jalpaiguri District, West Bengal
Joint Venture	Joint Ventures / Consortia of firms shall be allowed of maximum 3 (three) Members
Type of Selection	Least Cost Based Selection (LCS)
Time Period	The Time Period shall be 48 Months which is reckoned from 10 th day after issue of Letter of Award. However, the Contract Period/Completion will be Co-terminus with contract period of the project based on the timelines with the Contractors appointed for executing the work and sales of the built-up/ Carpet area and could be extended further as per the T&C of the Contract.
Estimated Total Sales Value	Rs. 2,709 Crores (The Estimated Total Sales Value is indicative in nature and has been provided solely for the purpose of bid evaluation. Bidders are advised to undertake their own independent assessment, investigations, and due diligence regarding the Project prior to submission of their Bid)
Brief Scope of Work	Providing Architectural, Planning, Designing, Engineering, Accordance of All Statutory Approvals (including all approvals from SJDA, WBRERA, MoEFCC, WBSPCB etc.), Building Permissions, Market Assessment, Demand Assessment, Financial Analysis, Advertisement, Marketing,

	Collection & Processing of Applications, Allotment, Collection of Booking Amount, Sales of the Built-up area, assisting in finalizing sales agreement, lease agreements and all associated activities. The Carpet area of the project shall be about 49.21 Lakh Sq. ft. and the plot area shall be about 6.48 Lakh Sq. ft.
Tender Document Fees	Rs. 50,000/- (Rupees Fifty Thousand): non-refundable Fee in the form of RTGS / NEFT / D.D. in favour of 'NITCON Limited' payable at Delhi. The bank account as per details: Account Name: NITCON Limited Name of Bank: Bank of Maharashtra Bank Account Number: 60358187096 IFSC Code: MAHB0001306 Branch Name: 01306, Dwarka West New Delhi Exemption in Tender Document Fee: MSEs registered under UAM scheme will be provided tender document free of cost. Bidders are required to submit valid UAM certificate and their claim for free tender cost will be considered for the service/category for which they are registered as per UAM certificate.
Earnest Money Deposit (EMD)	Rs. 4,50,00,000/- (Rupees Four Crore Fifty Lakhs) - refundable Bid Security / EMD in the form of RTGS / NEFT / D.D. / Banker's cheque / Insurance Surety Bond / FDR / Bank Guarantee in favour of 'NITCON Limited' payable at Delhi. The bank account as per details: Account Name: NITCON Limited Name of Bank: Bank of Maharashtra Bank Account Number: 60358187096 IFSC Code: MAHB0001306 Branch Name: 01306, Dwarka West New Delhi Exemption in EMD: The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from the submission of Earnest Money Deposit (EMD) on submission of requisite proof of valid MSME/NSIC/CPO/DIPP Certificates etc. In case exemption is availed, bidder shall have to mandatorily submit the Bid

	Security Declaration as per Annexure -14 on a stamp paper of appropriate value
Solvency / Banker's Certificate/ Net Worth Certificate	Rs. 90.00 Cr. in original from a Nationalized/ Scheduled Commercial Bank approved by Reserve Bank of India (RBI). The Certificate should be issued between the publishing of NIT & last date of submission of Bids, including extensions if any and shall be addressed to NITCON quoting the name of the work. The certificate should carry name, designation of the bank official, who has the authority to issue Solvency Certificate. OR Banker's Certificate from a Commercial Bank for an amount of Rs. 90.00 Cr. OR Net worth Certificate for an amount Rs. 22.00 Cr. issued by certified Chartered Accountant with UDIN as on 31-03-2025. Note: This Certificates shall be verified from the issuing authority by NITCON
Bid Validity	180 days from the last date of submission of Bid
Date and Time of Project Site Visit	13.08.2026; From 0900 Hrs. to 1700 Hrs.
Pre-Bid Meeting	14.08.2026 @ 1130 Hrs. VC Link: https://meet.google.com/fzm-qghx-zuh
Contact details for any clarifications	Project Manager Email: nitin.piu@nitcon.org ; Phone: +91 97111 91230
Start date of Submission of Tender	20.08.2026 from 15:00 Hours
Last date of Online Submission of Bid	08.09.2026 by 16:00 Hours
Date & Time of opening of Bid	09.09.2026 by 16:00 Hours
Date of Technical Presentation	Shall be Intimated separately

The bidding document can be downloaded from the websites: www.nitcon.org, and <https://eprocure.gov.in/eprocure/app>. The tenders shall be uploaded on <https://eprocure.gov.in/eprocure/app>.

Further, any information or any issuance of corrigendum/addendum/amendment related to this tender will be available only on the websites mentioned above and not be published elsewhere.

The technical bid shall be uploaded on the e-tendering portal on or before the last date of submission of tender.

The Bidders must read all the terms and conditions of bidding document carefully and only submit the bid if eligible and in possession of all the documents required. The Bidder must ensure that the quoted rate (Percentage of Total Sale Value) shall be inclusive of all indirect costs such as (and not limited to) Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance, and other necessary and relevant taxes.

In case the office of NITCON Limited, Delhi happens to be closed on the last date and time mentioned for any of the event such as opening of technical and financial bids, the said event shall take place on the next working day at the same time and venue.

**S/d
Managing Director
NITCON Limited**

Section-II

Instructions to Bidders (ITB)

SECTION-II - INSTRUCTIONS TO BIDDERS (ITB)

2.1 INTRODUCTION

NITCON Limited invites open online Percentage Rate (Single Percentage Basis) tender from experienced and eligible agencies only in a two-envelope system.

The intending tenderer(s) must read the terms and conditions of this tender carefully. He should only submit his bid if eligible and in possession of all the documents required.

Throughout these bidding documents, the terms 'Bid' and 'Tender' and their derivatives (Bidder/ Tenderer, Bid/ Tender, Bidding/ Tendering, etc.) are synonymous.

2.1.1 Project Brief

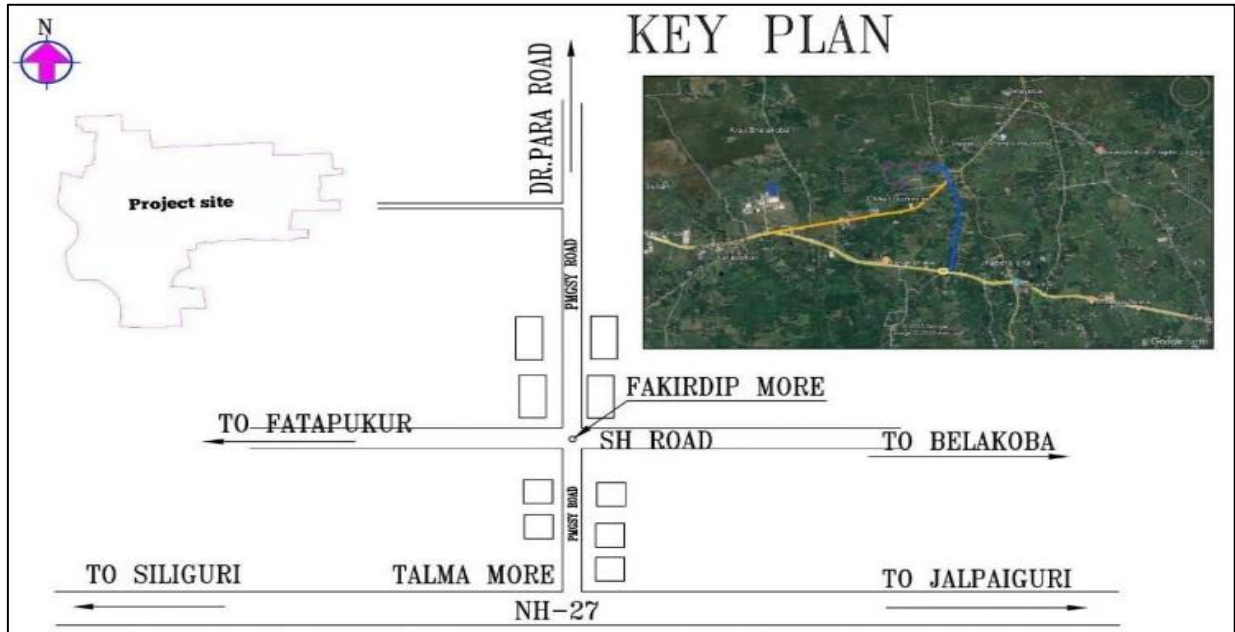
Jalpaiguri Mega Foodpark Private Limited is a wholly owned subsidiary of Sikaria Mega Food Park Private Limited (SMFPL) (A Special Purpose Vehicle (SPV) Under Ministry of Food Processing Industries, Union Government of India) has identified around 51.14 acres of land to develop "National Industrial Township at Chhat Guzrimari Mouza, Rajganj Block, Jalpaiguri District, West Bengal for an approx. 49.21 Lakh Sq. ft. area of Saleable carpet area in the form of Township having High Rise (G+10 to G+17 storied) multiple towers for affordable housing under PMAY 2.0 Framework having residential flats (more than 5625) with all modern amenities of highest category along with a 5 Star Club House facility of National repute, Radhe Shyam (Banke Bihari Ji with Shri Ji Radhika pyari with Tulsidham) temple with a prayer/meditation hall, Children's Park & Senior Citizens Park; alongwith Development of Individual Plots for Duplexes (upto 180 Plots @ 3600 sq. ft. each approx.; about 6.48 Lakh Sq. ft plot area) and accompanying commercial facilities within the complex.

The project shall include construction of buildings including Civil, Electrical, MEP works including External development, road construction, Internal Roads for the entire plot including footpaths, water Supply Distribution network for the entire project, Storm Water Drainage network for the entire project, Rain water harvesting system, Underground water tanks (UGT) for fire, raw domestic drinking water, Boundary walls, Horticulture & Landscaping works, Sewage Treatment Plant, Solid Compost Plant, Fire-fighting system for entire campus, HVAC System, Sub-stations, Solar Power System, CCTV System etc.

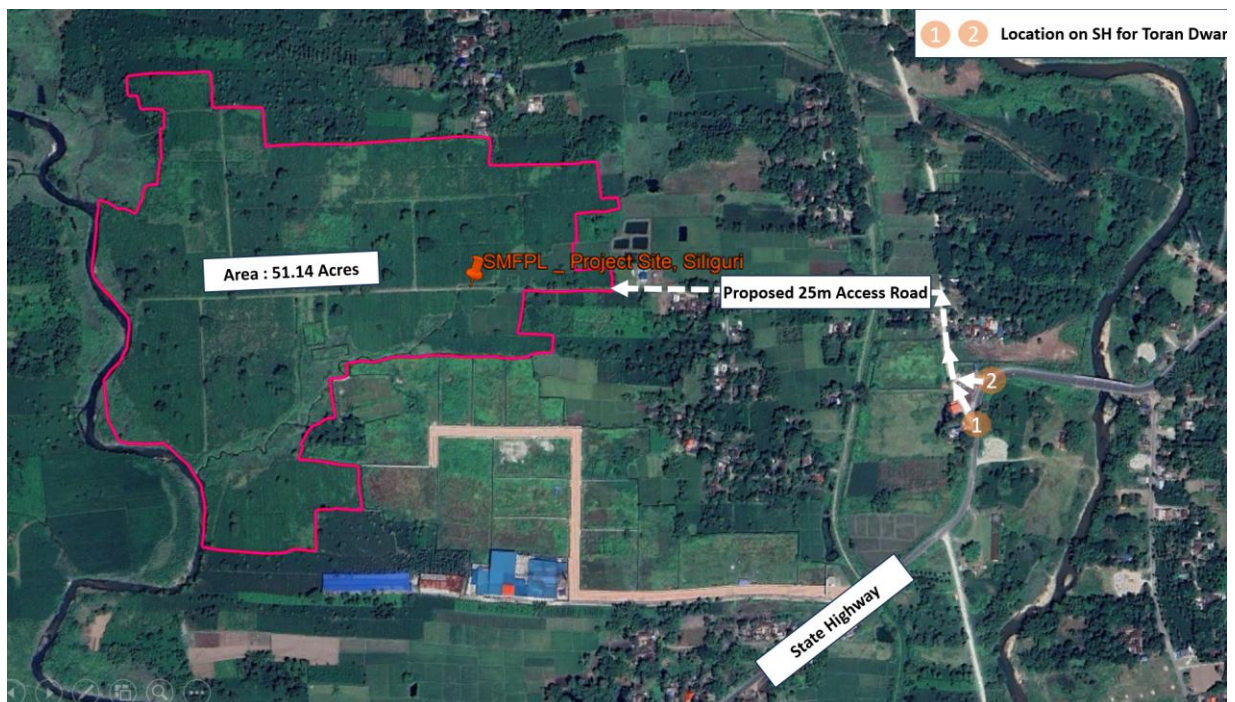
2.1.2 Project Location

The project land is located at Chhat Guzrimari Mouza in Rajganj Block, Jalpaiguri District in West Bengal. **Location Coordinates:** 26°34'44.70"N, 88°34'0.20"E

Site Plan:



Site key plan showing the approach to site



Satellite view of the project site.

2.1.3 Project Background

SMFPL has proposed setting up a National Industrial Township complex with modern living features on the said land to mitigate the requirements of affordable housing at Siliguri region. SMFPL has decided to setup a modern Housing Complex similar to the housing norms followed by West Bengal Urban Development Authority in their Housing projects at the site.

NITCON has been appointed as Project Implementation Unit (PIU) for the project.

It is proposed to engage an **Architectural and Sales Management Agency (AASMA)** for Providing Comprehensive Services for Architectural, Planning, Designing, Engineering, Accordance of All Statutory Approvals (including all approvals from SJDA, WBRERA, MoEFCC, WBSPCB etc.), Building Permissions, Market Assessment, Financial Services. Assisting in Fund Management, Media Management, Brand management, Legal and Sales Services of about 55.69 Lakh Sq. ft. of Carpet Area / Plot Area of Development of **National Industrial Township Project** at Siliguri - Jalpaiguri, West Bengal

2.1.4 Project Land Details

SMFPL/JMFPL has identified/ earmarked about 51.14 acres i.e., 22,27,658.4 sq.ft. of land, acquired vide various Deeds of Conveyance & Deeds of Lease dated 07.05.2014 to set up a National Industrial Township Project at Chhat Guzmari Mouza under Rajganj Police Station (Jalpaiguri District). The site is in the absolute possession of SMFPL/ JMFPL.

Out of the 51.14 acres of land, about 23.235 acres of land is on free hold with the SMFPL and about 27.905 acres of land is on Leasehold (Private Ownership) with the permission to further sublease and renewal. Further details of the land shall be shared with the successful bidder only.

2.2 COMPONENTS OF THE PROJECT

Architectural and Sales Management Agency (AASMA) has to plan and design the entire township to achieve the maximum permissible FAR allowed by the SJDA. Accordingly, AASMA shall prepare a FAR statement and submit to PIU/ SMFPL for approval. The AASMA shall consider all the Residential Township components required for smooth operation and functioning of the township, but not limited to the following:

- a) High Rise (G+10 to G+17 storied) buildings for affordable housing having 5,625 or more residential flats as per CPWD Standards and Govt. of India guidelines for Development of Residential Townships/ PMAY 2.0.
- b) Development of Individual Plots for 180 Duplexes each having plot size of 3600 sq. ft. (approx.).
- c) 5 Star Club facility of national repute

- d) Amenities cum Commercial Blocks
- e) Temple
- f) MLCP cum Servant Quarters Block
- g) Approach Road (25m wide) from State Highway to Project Site
- h) River lining works for the boundary adjacent to river
- i) Bulk Development works
 - (i) Boundary Wall with Gate and Guard Room
 - (ii) Electrical Sub-Station
 - (iii) Internal Roads and Pathways / Footpaths
 - (iv) Internal Water Supply and Sewerage System
 - (v) Water Treatment Plant and Sewage Treatment Plant
 - (vi) Children's Park & Senior Citizens Park
 - (vii) Rain Harvesting Systems
 - (viii) Power Supply System
 - (ix) Solid Waste Management System
 - (x) Drainage System
 - (xi) Toran Dwars
 - (xii) Other allied works for the smooth operation and functioning of entire National Industrial Township

2.3 BROAD SCOPE OF WORK

AASMA shall undertake preparation of the overall master plan, conceptual plan, and 3D visualizations for the entire project area as specified herein this Tender Document. However, the agency's responsibility for obtaining statutory approvals, carrying out detailed design, and undertaking sales and management activities shall be restricted to 49.21 lakh sq. ft. of carpet area and 6.48 lakh sq. ft. of plot area only. The agency may accordingly divide the overall master plan into suitable project phases.

The underneath scope of work shall be limited to Phase -I of the project i.e., 49.21 lakh sq. ft. of carpet area and 6.48 lakh sq. ft. of plot area. The balance FAR/ Plot area (if any) shall be undertaken in Phase -II of the project which is not a part of the current Scope of Work to be executed by AASMA.

- 1) AASMA shall provide all Architectural, Designing, Engineering, Accordance of all statutory approvals (like SJDA, WBRERA, MoEFCC, WBSPCB, Aviation, Other State and Central Govt. Authorities, Local Authorities, etc.), Building Permissions, etc., as required for starting construction & completion of Construction activities of the project. This shall include comprehensive architectural and engineering consultancy from concept design to project closeout, in conformity with SJDA norms, the National Building Code, BIS, IRC, CPWD and GRIHA / Green-Building standards and all other applicable statutory guidelines.

- 2) The AASMA may obtain statutory approvals in a phased manner in due consultation and approval of PIU / SMFPL; as permissible under the applicable rules, guidelines and the sanction / registration framework of SJDA, WBRERA and other competent authorities, so as to align approvals with the phased launch, construction and sale of the Project.
- 3) AASMA shall design and prepare Architectural and Structural drawings including common area interiors, interior design, furniture design, structural design and drawings, layout drawings for water supply and drainage, electrical installations including UPS, generators and air-conditioning, fire-fighting installation and security systems as applicable, detailed estimates of cost and all such other particulars as maybe necessary for preparation of the bill of quantities and take all the necessary statutory approvals from the authorities and departments.
- 4) AASMA must comply to any / all observations, requirements and obtain all necessary approvals etc. of Pollution Control Board/ MoEFCC/ CGWA/ Local, State & Central Government Department / Authorities as and when required in the interest of the project to commence and complete the project.
- 5) AASMA shall make requirement / Assessment / Booking of Bulk Buyers/ Preparation of Conceptual Drawings / designs / Master Plan / Bird Eye View, etc. as per CPWD Standards, Gate, 5 Star Club House with facilities, Mandir, Other Infrastructure developments etc. Accordingly, AASMA shall prepare letters with Brochures along with an Offer document / Informative Booklet / Project Brochure / others etc.
- 6) AASMA shall assist PIU in writing, meeting & taking up with all the potential Bulk Booking Buyers of State & Central Government Employees, Cooperatives and Organizations. AASMA shall assist PIU to make their requirements, take their bookings / payments, arrange signing of Agreement for Sale of the proposed residential units / flats.
- 7) AASMA shall do all Architectural Designing, Planning, Approvals from SJDA & WBRERA (including all Central Govt., State Govt. & Local Authorities). AASMA shall do all needful for Successful implementation of the Project and for successful allotment of all units to the end buyers.
- 8) AASMA shall do all needful including marketing, selling, collection, conducting lotteries, advertisements, media management, Online & Offline advertisements, public awareness, Customer Satisfaction, etc. as required in the interest of the project. This shall include design and execute an integrated branding, marketing and public-

relations campaign across print, electronic, online, social, radio, outdoor and transit media;

- 9) AASMA shall do Initial Site Preparatory Works and enabling works for Conveying Project Launching/ Lottery Launching, including but not limited to development of approach roads, Boundary Wall, Main Gate, Toran Dwars, Entrances, Site Office, leveling of entire Site, Area lighting, Physical Model, Project Experience Room, External Landscaping etc. as per the technical specifications provided in Section -V of this Tender Document;
- 10) AASMA shall develop, equip and operate a dedicated Sales Gallery at Siliguri throughout the contract period;
- 11) AASMA shall render full reporting to the NITCON Authorized Representative and to discharge all reasonably connected and incidental services for successful implementation, sale and closeout of the Project.
- 12) All development related requisite approvals as may be required for undertaking the preparatory / site-development works including the development of the approach road from the State Highway, the boundary wall, main gate, Toran Dwars, landscaping, site levelling, area lighting and river-bank protection - shall be obtained by the AASMA, on behalf of and in the name of the Project Owner / PIU, at its own cost and effort, prior to and as necessary during execution. AASMA has to make their own arrangements for Electric Power, Water Supply and Sewage System at site for site preparatory works and smooth operations of the site office.
- 13) All the statutory fees, cost towards statutory approvals, development of site preparatory works etc. shall be borne by AASMA.
- 14) The AASMA shall engage at its cost, Standing Counsels / Solicitors / Advocates to handle all litigation / PILs and legal matters filed against or concerning the Project, MoFPI (GoI), the SPV (SMFPL), the State Government, the PIU (NITCON) and the press, etc., and shall render all legal support, documentation (Agreement for Sale, conveyance / lease deeds, title matters) and RERA / statutory compliance as defined in this Tender Document.
- 15) AASMA shall obtain and maintain, at its own cost, registration as a Real Estate Agent under WBRERA and comply with all applicable statutory requirements in this regard throughout the term of the assignment.
- 16) AASMA shall undertake all necessary efforts and provide end-to-end assistance for obtaining whitelisting of the Project under PMAY-U 2.0 (AHP – Vertical B) and

undertake listing/ onboarding of the Project on Unified Portal of GOI, PMAY-U, WBRERA, SJDA and other applicable statutory portals, including preparation and submission of requisite documents, liaison with concerned authorities, and compliance with all procedural requirements.

- 17) Study the applicable PMAY guidelines to assess the sales value and to understand the available subsidies/ grants/ incentives and the procedure for availing such subsidies/ grants/ incentives and; AASMA shall do all the needful for availing of all such subsidies/ grants /incentives to the eligible beneficiaries under different schemes of GOI & GOWB.
- 18) Assist PIU in Allotment of the residential flats through a transparent lottery process in alignment with the PMAY 2.0 guidelines, and the developed plots through auction / open tendering as per the prevailing policies; and structure, manage and conduct the said processes.
- 19) Compute both the carpet area and the built-up area as per the applicable guidelines, and carry out all revenue and cost computations.
- 20) AASMA shall conduct and submit a legal due diligence report covering the title verification, revenue records review, litigation check, examining the ownership history, inspecting physical boundaries and confirming local zoning approvals etc. in respect of the entire land proposed for the Development of National Industrial Township at Siliguri, Jalpaiguri.
- 21) As part of its scope, the AASMA shall facilitate, coordinate and assist in the onboarding of Project agencies including but not limited to the following and shall integrate their engagement into the overall Project delivery framework:
 - a) Operation, Security, Repairs, Maintenance & Service (OSRM&S) Agency,
 - b) 5 Star Club Operator,
 - c) Radhey Shyam Mandir Operator,
 - d) Commercial Shop Sub-Licensees
- 22) AASMA shall prepare detailed operational modalities for the project prior to completion of the project / Phase -1 of the project (in case project is being developed in phases) and shall be approved by SMFPL / PIU. The operational modality, SoPs and Tender Documents / agreements for appointment of agency for OSRM&S shall include but not limited to:
 - a) **Operation, Security, Repairs, Maintenance and Service (OSRM&S) of the Entire Project Area (except 5 Star Club Facilities)** with Security & Security systems including CCTV monitoring, 24x7 Service & Maintenance Staff availability, 100 %

Project Area lighting illuminated with requisite lux, Maintenance of Internal Road / Foot paths, Security Gates, Boundary Wall and other common infrastructure / facilities, Regular cleaning / repairs and maintenance of OH Water Tanks & UG Water Tanks and regular monitoring Water test results, 100% Power back-up facility, 24x7 Clean Water-supply, regular monitoring / checking / repairing / maintaining Lightning conductors, earthing systems, etc., regular monitoring / checking / repairing / maintaining water leakages / wall damping / Pipeline leakages, etc., Regular monitoring / checking / repairing / maintenance of all Lifts, Pumping systems, Back-Up Gen Sets, STP, Solid Waste management systems, Digestors, Transformers by WBSEDCL, Parking facility, well maintained Gardens & landscape, Daily Garbage collection & disposal, well maintained both (Internal & external) sewerage and drainage system, Daily Toilet Cleaning of Individual Units/Flats, Keeping cleaned and hygienic environment of the entire Project area, maintaining safety and security of the entire Residential Township Project premises and it's residents, maintaining / upkeep firefighting equipment/systems functional conducting regular mock drills, repairs and other requisite checks, regular monitoring / checking / repairing / maintaining of all masonry works, all paintings, plastering works, internal roads and road furniture, boom barriers, security barriers, security system, CCTV cameras, addressing other specific complaints / requirements of Individual Units/ flats, etc.

- b) **Operation, Security, Repairs, Maintenance and service (OSRM&S) of the 5 Star Club Facilities:** The 5 Star Club Facilities created in the Residential Township Project Area shall be handed over to / taken over by a separate independent subsidiary / Society / Club / Legal Entity (incorporated under the Administrative Control of Land Owner) for running, operation, security, repairs, maintenance, further development, re-development, etc. of the 5 Star Club Facilities in the interest of the Users of Club Facilities, the Project, the PIU and the Land Owner.
- c) **Radhey Shyam Mandir:** Land Owner shall allot a plot for Radhe Shyam (Banke Bihari Ji with Shri Ji Radhika pyari with Tulsidham) Temple (with a prayer/meditation hall) for construction within the Residential Township Project Area as per recommendation from PIU /SMFPL & Vastu Experts/ AASMA/ Specialized Mandir Architect (if any). The said Temple shall be taken care / Bhoomi poojan / constructed / Vighra-stapna & Shikhar Kalash Dwaja Sthapana / maintained by Shri ISKON/Jagannath Temple authorities at Siliguri / Bharat Sevashram ashram Authorities, Siliguri/ equivalent. Dedicated Trust may also manage this, if desired by stakeholders subsequently. Land Owner/ PIU shall request / take up with the Head Mahant of Shri Jagannath/ ISKON Temple / Bharat Sevashram Ashram Authorities of Siliguri/ equivalent to build / maintain the said temple under their control on behalf of Land Owner/ PIU. Land Owner

shall contribute in the cost of Construction / Maintenance of the Temple to the Jagannath / ISKON Temple Authority, Siliguri / Bharat Sevashram Ashram Authorities, Siliguri/equivalent. A Community Kitchen and Dining Facility shall be operated & funded by the Temple Authorities (in association with RWA) for the Residents/ Staffs of the National Industrial Township by adopting a sustainable model. Temple shall have suitable infrastructure and operating system. All Spiritual, cultural and social functions shall be organised & funded by RWA & the Temple authorities in the overall interest of the Residents, Land Owner & PIU in accordance with applicable Law & Order norms of the West Bengal State.

- d) **Operation, Security, Repairs, Maintenance and service (OSRM&S) of Commercial Shop Sub-Licensees:** The commercial shops created in the Residential Township Project Area shall be handed over to / taken over by a separate independent subsidiary / Society / Club / Legal Entity (incorporated under the Administrative Control of Land Owner) for running, operation, security, repairs, maintenance, further development, re-development, etc. of the commercial shops in the interest of the Project, the PIU and the Land Owner.

2.4 DETAILED SCOPE OF WORK

2.4.1 Scope of Work for Architectural and Engineering Services

2.4.1.1 General

- i) Preparation of conceptual plan, Architectural, Structural & working drawings & designs for the Development of National Industrial Township at Jalpaiguri, West Bengal. The conceptual plans are to be prepared on the basis of detailed surveys, measurement of land, and verification of data, historical facts, site conditions and requirement of facilities.
- ii) Take PIU's instructions, visit the site, carry out Topographical survey and site investigation. Prepare and submit Site and Architectural plans as per requirements including preparation of alternatives and carrying out necessary revision till the plans are finally approved by Employer and Concerned Authorities in accordance with the rules / codes / standards, regulations etc. of State Government and Government of India. Site-related Risks viz. Seismic Study etc. Geographic and Regional Risks of the site (should include, but not limited to soil quality, air testing, humidity testing, water testing etc.)
- iii) Prepare required detailed drawings on receipt of approval of the plans by PIU.
- iv) Preparation of presentation drawings including Power Point Presentation, walk through, 3D models of all plans, elevations, sections and perspective views for presentation to PIU including providing soft copies.
- v) Preparation of various works drawing like layout plan, center line plans, foundations and footing details, plans of all floors, elevations, sections etc.

Preparation of Detailed Estimate, and BOQ with reference to latest DSR/SOR and market rate analysis for Non DSR/SOR items with detailed specifications.

- vi) Preparation and submission of services drawings such as plumbing layout, electrical drawings, HVAC drawings, firefighting, CCTV networking, IT networking etc.
- vii) Preparation and submission of landscape, parking and outer site development plans including roads with detailed estimate and tender document.
- viii) AASMA shall ensure Green Building Design and GRIHA Certification. The services shall be provided during Planning Phase, Design Phase, Tender and Bidding, Construction and Post Construction Phase.
- ix) All approvals / clearances from concerned departments such as WBRERA, SJDA, Fire-fighting etc. as applicable shall be the responsibility of the AASMA. The SMFPL / PIU, if necessary, shall assist to get the necessary approvals / clearance from these Departments.
- x) Preparation and submission of architectural working details like elevations, staircase, lift details, toilet details, reception, kitchen detail/ Pantry etc. as specified in the scope of work.
- xi) Building Plan including General Arrangement Drawing to be submitted first. After approval from the PIU/ SMFPL, detailed drawing to be prepared. It should be submitted before commencement of the work for approval.
- xii) Presenting the work of various stages to the PIU or to the stakeholders as directed by the PIU and deliberating various aspects of the displays and their approval.
- xiii) All structural drawings are to be vetted by IIT/NIT.
- xiv) AASMA should include & take due care of latest relevant town planning guidelines / clauses/norms applicable for the above said area.
- xv) AASMA should submit all concepts, drawing theme based on authenticated facts. Responsibility to include correct historical facts will solely be of AASMA.
- xvi) AASMA should put up and get approved all concepts, display models at every important stage of the work by the PIU/ SMFPL.
- xvii) AASMA shall provide the necessary documents / details (special conditions of contract, technical specification, bill of quantities) required for construction tender documents for various works viz., general building works, common area interior works, air-conditioning, firefighting installation and specialist services such as water supply and sanitary installation, electrical installation, etc.

2.4.1.2 Detailed scope of services for Execution of Work

- i) No deviations or substitutions should be authorized by the AASMA during execution of works, if any, before obtaining prior approval of PIU.
- ii) AASMA shall assist PIU in Certification after test/ commissioning/ final inspection and check as the case maybe, the completion of the work and/ or satisfactory functioning of the system in services and utilities as the case maybe.

- iii) On completion of the work / satisfactory functioning of the service system and certification of completion/ satisfactory commissioning, prepare and supply five (5) sets of "as-built" drawings along with the Completion Report with relevant calculations of the design/engineering for the records of PIU. AASMA shall verify and confirm that identification marks are made on all service installations/ cables/ wiring, etc. as the case may be, to carry out future additions/ alterations/ maintenance jobs.
- iv) Wherever the work involves any structural design/ additions/ alterations, the firm shall furnish one complete set of structural design and its calculations for PIU approval.
- v) Assist PIU during inspection of work by the officials of the various departments, record their observations and help rectification as per the observations of officials, if any.
- vi) The AASMA shall provide necessary information (as applicable) to SMFPL for any arbitration proceedings.
- vii) Advise SMFPL/ PIU well in advance regarding steps to be taken to discharge its responsibilities in execution of contract agreements and for smooth and speedy progress of work.
- viii) AASMA shall attend periodical review meetings as mutually agreed for smooth completion of work and attend meetings as called by PIU/SMFPL.
- ix) During planning stage, the AASMA shall visit PIU office for finalization of plans, quantity estimates, rate analysis and tender documents or for any other purpose in connection with the work as required.
- x) During planning & execution of the work, AASMA shall visit the site/ office (as required by PIU) for inspection and quality surveillance, and assessing progress of work, and clarifying any other details and drawings as maybe required.
- xi) AASMA shall submit Monthly Progress Reports (MPRs) and Quarterly Progress Reports (QPRs) in the templates prescribed by PIU.
- xii) AASMA shall be wholly responsible for the successful completion of the project in all respects consistent with structural designs from the Concept to the commissioning and handing over for occupation to PIU / Consumer.
- xiii) All services as stated above and as stated in the form of Agreement and any other services connected with the works usually and normally rendered by the firm but not referred to herein above shall also form part of the services
- xiv) AASMA shall obtain all necessary Registrations / approvals for the project / territory as required under WB RERA Act Rules / SJDA for ensuring smooth implementation of the project

2.4.2 Scope of Work for Sales and Marketing Services

2.4.2.1 General

The Scope of services shall comprise following main parts:

1. Market Assessment, Feasibility and Financial Analysis
2. Demand Assessment of the Project
3. Optimal Development Plan & Financial Analysis
4. Fund Arrangement
5. Creating Brand Image of PIU
6. Branding, Marketing, advertisement of the project
7. Sales of the built-up area through Lottery system and related activities
8. RERA and SJDA/ Town Planning Authority Norms Compliance

2.4.2.2 Part I – Market Assessment, Feasibility and Financial Analysis

- i. **City overview and economic drivers:** A detailed review of economic and demographic profile of the locality would be conducted to assess the present demand and future growth potential of the project.
- ii. **Catchment Analysis:** A detailed appraisal of product demand & potential, such existing products, their capacities and their ability to cater future demands.
- iii. **Site Analysis:** Estimation of prevailing rates for real estate at the project site and in the city and review of current and planned land use in proximity to the site and its likely impact on property prices.
- iv. Review of bye laws and development regulations for the project area as well as, all present infrastructure and development plans with regards to roads, power, telecom, water etc. and their implications for the proposed facility. Present construction regulations and constraints, if any, that may be imposed on the site will be addressed.
- v. Real estate market analysis (Organized residential)
- vi. **Benchmarking Assessment:** Based on the above assessment, provide a broad area statement with recommendation on the size of products and type of supportive facilities to ascertain the overall suitability of the project. Benchmarking of various features of the project would include (a) market and economic support evaluation; (b) infrastructure support; (c) financial and other incentives.

2.4.2.3 Part II – Demand Assessment of the project:

- i. Undertake macro and micro market survey and research to provide an in-depth analysis of the market trends, pricing models, methods of operations, accessibility etc. for the proposed project. Preparation of the Database of the Prospective Customers' Database Creation & Management, etc. by maintaining strict confidentiality.

- ii. Preparation, finalization & sharing of the verified list of West Bengal State Government Employees/ Employees of West Bengal State Government Public Sector Undertakings, Banks, etc. The verified details (Name, Mobile Number, Whatsapp Number, Email Address, FB Account link, communication Address, Date of Joining, Current Job Posting, etc.) of each of the above said 14.50 Lakhs persons shall be provided by the domain experts /agencies.
- iii. The said State Government employees may include employees of West Bengal State, WB State Police Department, Staffs of DMs/ ADMs/ SDMs/ Revenue Department, State Government Departments, etc.
- iv. Preparation, finalization & sharing the verified list of Central Government Employees having origin / native from West Bengal State, being posted anywhere in India or abroad. The verified details (Name, Mobile Number, Whatsapp Number, Email Address, FB Account link, communication Address, Date of Joining, Current Job Posting, etc.) of each of the above said 6.09 Lakhs persons shall be provided by the domain experts/ agencies.
- v. The said 6.09 Lakh Central Government Employees having origin / native from West Bengal State, being posted anywhere in India or abroad may include: Security Forces like Central Armed Police Force (CAPF), NSG National Security Guard, SPG Special Protection Group, SSF-Secretariat Security Force, CRPF Central Reserve Police Force, RAF Rapid Action Force, Commando Battalion For Resolute Action, BSF Border Security Force, ITBP-Indo Tibetan Border Police, SSB - Sashastra Seema Bal, CISF Central Industrial Security Force, IB Intelligence - Bureau, RAW Research and Analysis Wing, ARMY-Alert Regular Mobility Young, CID Criminal Investigation Department, Indian NAVY, Indian Airforce, Employees of Railways, Central Government Employees of Ministry of Home affairs GOI, Postal Department, Ministry of Communication GoI, etc. shall each be contacted, having origin / native from West Bengal State, being posted anywhere in India or abroad.
- vi. Interacting with 14.5 lakhs State Government and 6.09 lakhs Central Government Employees through Set Up of a Call Centre/ Bulk SMS/ Bulk Whatsapp Messages/ Facebook Messages like Project Teasers/ Videos/ Information/ Awareness display etc. in the interest of the Project.

2.4.2.4 Part III –Optimal Development Plan & Financial Analysis

- i. Development options
- ii. Viable asset class
- iii. Project configuration, positioning, pricing, product mix, USP etc.

- iv. Study of construction methodology, sequencing, scheduling and timeframe for completion of construction in consultation with the client.
- v. Study of project cost vis-à-vis Estimated Cost of Construction Cost.
- vi. Business plan and Financial Analysis: Provide financial projections with sensitivity involved and possible project structures. An assessment of O&M cost of the project components would also be worked out. O&M cost adopted in general practice in similar projects may be provided as a benchmark for this project. Projections shall provide the client with an indication of economic viability of the project, funding requirements, possible capital structuring, debt service capability and internal rate of returns (IRR), Project IRR, equity IRR, NPV etc. for viability of the project.
- vii. Preparation of financial model showing the key data points e.g. Project Cost, Equity, Debt, CAPEX, OPEX, Total Revenue, Project Cash Flows, Equity IRR and Project IRR.
- viii. Sensitivity analysis to identify the most critical factors and determination of their respective impacts on the IRR, including varying project costs, implementation period and combination of these factors.
- ix. Revenue sources (residential, commercial & retail)
- x. Capital structure
- xi. Funding structure
- xii. Milestones of loan disbursement based on the estimated project cash flows.
- xiii. Phasing of the Sale Plan of the project
- xiv. Preparation of Project Information Memorandum (PIM), in coordination with PIU, for the preparation of PIM, brochure and presentation containing all the relevant details of the project.

Note: The soft copy of reports / calculations etc. in editable format (with due formulas) along with hard copies, after completion, shall constitute part of the deliverables and shall be the intellectual property of client i.e., PIU.

2.4.2.5 Part IV – Fund arrangement

- i. Presentation and proposal preparation for arrangement of funds from funding agencies.
- ii. Compliance of the requirements of the funding agencies
- iii. Assistance in arrangement of funds
- iv. The funds may also be arranged by booking / sale / lease out of the built-up area.
- v. Preparation of funding strategy
- vi. Preparation of Investor presentation financial modelling.

Branding, Marketing, Advertisement of the Project and Company

Agency shall conduct advertisements, publish brochures, invite applications, conduct lottery and allot units / flats through a transparent system, as per SJDA norms and WBRERA Act by floating

separate dedicated website for the project along with other modes of marketing / selling. Agency must also try to float / utilize the SJDA website (also other States & Central Govt. online / offline platforms) for publication / invitation of applications / bookings / allotment of flats / units through transparent lottery system with proper information to SMFPL.

2.4.2.6 Part V –Creating & Maintaining Brand Image of PIU & The Project

- i. Designing and publishing / printing of Brochures for proper advertisement and branding of the project.
- ii. Creating a brand value for the PIU in Siliguri - Jalpaiguri, West Bengal by means of advertisements and placement of hoardings at prominent locations like airport terminal, railway stations, Important road junctions, local markets etc.
- iii. The Hoardings shall be designed in consultation with PIU and shall be placed at locations approved by PIU.
- iv. The advertising options shall include Print media, Social-Media, Collaterals, Exhibitions, stalls as also in Airport/ Railway Stations/ important Road junction, etc. to optimize the exposure and impact.
- v. Preparation and publication of all publication material and to do all needful for publication in All Media Agencies/ Printing agencies (may be in different languages) of West Bengal.
- vi. Preparation of all materials and to do all needful for publication in all Media/ Newspapers/ TV News Marketing/Management/ Promotions, Third Party Contents /Reviews, Third Party Promoted News/Reports Videos Information Awareness Display, Blogs, Podcasts, etc. ensuring in the interest of the project.

2.4.2.7 Part VI –Marketing of the Project

The purpose of the advertisement of the project shall be booking and sales of the carpet area and the Plot area. The scope mentioned below for marketing / advertisement of the project is indicative only and may require modification / addition in order to augmenting and maximizing the sales.

1. **Branding** — Create a brand for SMFPL, PIU, the Project and facilitate its promotion through media and all modes. Preparation of Marketing Strategy, Plan for "**National Industrial Township Project**" i.e. Tentative Strategy with a timeline.
2. **Advertisement** - Advise on various advertising options including Print media, Social-Media, Collaterals, Exhibitions, stalls as also in Airport/ Railway Stations/ important Road junction etc. to optimize the exposure and impact. Attending/ Managing all needful in the interest of the Project including Preparation of All Press Release Note, All Press Conferences, Talk Show, Podcasts, etc.

Preparation of all publication material and do all needful for publication in All Media Agencies/Printing agencies (may be in different languages) of West Bengal.

Preparation of all materials and to do all needful for publication in all Media/ Newspapers/ TV News Marketing/ Management/ Promotions, Third Party Contents /Reviews, Third Party Promoted News/Reports, Videos, Information Awareness Display, Blogs, Podcasts, etc. Circulation, Printing, put up of display Boards at Airport, at prominent locations at Siliguri - Jalpaiguri, engaging advertising / publication agencies for all types of media like Online, Offline, FM-AIR, for IN-FLIGHT Announcements in all to/ from flights, for advertising/ promotion in all news-papers publication houses at Siliguri - Jalpaiguri (for about 5 years), etc. Promotion of the Project Lottery Ceremony, Project Launching Dates, etc. by the reputed social media influencers in the areas of West Bengal State, and by reputed social media influencers among Central Government Employees posted in India or abroad (having origins in the Bengal State), as well as reputed social media influencers among State Government Employees posted in West Bengal.

3. **Marketing strategy** - Evaluate the sale potential of the project and prepare a strategy considering size, location, specifications, amenities provided etc. for its execution. Prepare a strategy including a bulk sale strategy that will ensure wide reach in micro market and prospective buyers. The project should be self-funding to raise appropriate funds to augment the ongoing constructions. Prepare and present a detailed presentation of the study with statistics and provide with observations / suggestions and recommendations to SMFPL during phases of the project.
 - i) Conducting advertisement in social media, Print Media, Electronic media, websites etc., publishing brochures etc. in order to advertise and make the project popular and attractive to the common public and the potential buyers.
 - ii) The advertisement shall comply with the SJDA norms and WBRERA Act.
 - iii) AASMA shall require to place a competent team of marketing and sales experts in Siliguri in order to implement the marketing and sales plan in a proper manner.
 - iv) Agency has to ensure that they have the requisite skill, knowledge, experience, expertise, infrastructure and capability to market and products and further has the requisite trained and experienced persons to perform the functions as indicated above.
4. **Help Desk** — Maintain and manage a help desk for submission of applications—Assist applicants in filling and submitting lottery application.
5. **Call Center** — Appointment of appropriate call centre to coordinate and to ensure that call centre provides a smooth communication with the applicants and also assists the applicants to smoothen the process. Number of executives to efficiently handle call is minimum 5 to assist at any time.

6. **Grievance Portal** — Manage, maintain, and monitor the grievance portal to solve the applicants' grievances timely and in time bound process and shall submit weekly grievance report to PIU with solutions provided/ suggested / recommended with detailed statistics of solved/ unsolved grievances.
7. **Web Portal** — Assist PIU in Management, maintenance, monitoring and development of the separate project website which provides a brief description of the project and for implementation of related activities preferably dynamic website with advanced and updated features as available in industry - Window of Opening of Application Date and last date of Application; Conducting Lottery in a transparent manner, Announcements of Successful/ Unsuccessful Applicants. This may be done in Tower by Tower/ or at one go, whatever is easier/ decided by PIU. The scope shall also include Creation/ Management, Updation of regular Photographic Progress of the Project in the interest of the Project, Buyers of Flats /Units etc. in the interest of the Project, etc. The expenses related to modification (as applicable), Operation & Maintenance of the web portal shall be borne by the AASMA.
8. **Mobile App** – Manage, maintain, monitor and develop a separate mobile app on behalf of PIU for the registration, status of application information, payment, mortgage NOC etc. activities preferably dynamic mobile-app with advanced and updated features as available in industry.
9. **Digital Marketing**: - Digital Marketing through Google, Facebook, Instagram, Pinterest, Twitter, YouTube, Online Promotions, Social Media Marketing, etc. Interacting with all State Government and Central Government Employees through Set Up of a Call Centre/ Bulk SMS/ Bulk Whatsapp Messages/ Facebook Messages like Project Teasers/ Videos/ Information/ Awareness display, etc. in the interest of the Project.

Engagement/Management of all prominent local Youtubers, Online Third Parties, Online -offline Promotions, Social Media Marketing cum Management, Online- Offline Reputation Management, etc.

The scope of work shall also include:

- i. WEBSITE Creation/ Management, updation of regular Photographic Progress of the Project in the interest of the Project, Buyers of Flats /Units, etc. in the interest of the Project, etc.
- ii. Prospective Customers' Data Base Creation & Management, Attending/ Managing all needful in the interest of the Project including Preparation of All Press Release Note, all Press Conferences, Talk Show, Podcasts, etc. all Media Agencies/Printing agencies

- (may be in different languages) of West Bengal, Media/ Newspaper/ TV News Marketing/ Management/ Promotions,
- iii. Creation/ Full Loading of Online Contents like stories, reports, videos, blogs, all needful promotions, etc., handling/ addressing all negative online-offline rumours, reports videos, blogs, etc. i.e. all needful in the interest of the Project, PIU associated with SPV, SPV, MOFPI GOI and West Bengal State Government, Sikaria Group, all agencies engaged/ associated with the said Project, etc.
 - iv. Creation/ Uploading/ Updating/ Management of all Third-Party Contents/ Reviews from all Online-offline platforms, in the internet world/ media world in the interest of the Project and handling/ addressing/ countering all negative contents/ reviews from all Online-offline platforms in the interest of the Project.
 - v. Creation and Maintenance of a suitable Environment for the Project and Project Stakeholders including PIU, SPV, State Government, MOFPI GOI and Agencies involved in the project, etc.
 - vi. Set Up of Call Centre, Onsite Attenders, onsite Demonstration, on-site/ offsite attending prospective customers/ buyers, Call Centre Management, Payment Collection, Payments Follow ups with Buyers, etc.
 - vii. Interacting/ Meeting customers in person/ in tele-calls, Registration/ Allotment/ Handover of Flats/ Units to prospective buyers/ Buyers
 - viii. Marketing Collaterals and Preparation of Brochure, Marketing Materials Walk-Through, PPT, Videographic Presentation, Audio and Jingles for Radio and In-Flight Announcements, On-Line Teasers, Display Boards, etc.

2.4.2.8 Part VII – Booking and Sales of the Carpet area / Plot Area

The sales of the Carpet area/ Plot area shall be made through open transparent e-auction or Open Public Lottery system by any prominent personality. The scope of work shall include the booking and sales of the carpet area / plot area. AASMA shall be responsible for all the related activities of the work but not limited to:

- i. Agency shall open a full-fledged site office with all latest facilities and manned with competent personnel.
- ii. In case the sales are done through open e-auction system, AASMA shall assist PIU in conducting the e-auction through centralized CPP Portal.
- iii. The base price of the Carpet area shall be decided by AASMA in consultation and approval of PIU / SPV as per prevailing Government Guidelines and market Practice.
- iv. In case the sales are made through open lottery system, AASMA shall be responsible for inviting and processing of all the applications.
- v. Agency shall submit day-to-day progress report.
- vi. Agency shall ensure for sending monthly statement to PIU of (a) unsold flats (stock-in-hand), (b) Sales made and collection received (c) Outstanding Demand.

- vii. Assist PIU in conducting all the needful for Pre-Lottery, Lottery & Post Lottery works and keeping PIU totally apprised of the same
- viii. Online -offline Grievance redressal,
- ix. Registration, fees Reductions, Extension of Projects, details to be published on website of WBRERA Authority, Revisions/ Approvals of Maps from WBRERA Authority, Representing as and when required in Central Advisory Council/ Other appropriate authorities/ Tribunals/ Appellate Tribunals, Carefully handling/ reductions all offences/ penalties in WBRERA Authority, Handling all complaints / matters/ grievances regarding Agreement for Sale & Centre's Model Agreement for Sale & all other services (including regular WBRERA compliances, grievances/ complaints handling in WBRERA) from WEST BENGAL RERA AUTHORITY
- x. Registration & all other services From SILIGURI JALPAIGURI DEVELOPMENT AUTHORITY, GOVERNMENT OF WEST BENGAL including sanction/ release of all subsidies / all grants / all incentives under PMAY, CLSS, other State & Central Government Subsidies/Schemes, as applicable.
- xi. Aviation clearance including all other approvals, clearances, etc. required for smooth establishment and operation of the Project

Lottery Stage

Organize and conduct the lottery event for sale of flats/ units through eminent personalities. Give wide Publicity for the event. If a situation arises wherein housing lotteries get poor responses, then an option for allotment of these tenements to Private entities/ other available options with approval of PIU / SPV.

Post Lottery Stage

1. To facilitate the customers for the activities after the lottery draw, such as submission of documents for scrutiny and providing necessary information about status of application and timelines.
2. Customer relations shall be maintained throughout the tenure of the project i.e. right from registration, lottery, scrutiny issue of letter of allotment, payments, bank loans, sending reminders about the payments, following up for smooth payments from purchasers till successful recovery of full amounts, informing purchasers about progress of works, agreement execution, handing over possession and after sales service.
3. **Bank Loan** — Identify and Facilitate predefined/ pre-approved bank loans in coordination with all the banks and all the financial institutions available in West Bengal or as preferred by SMFPL/ PIU.
4. **Subsidy/Grants/Incentives:** Identify and facilitate approval, release etc. of all the State Government, Central Government subsidy/ grants/ Incentives etc. available under various schemes to the end buyers, customers, users, etc.
5. **Call Centre** (Mails, Calls, Physical Desk) — AASMA shall set up the call center to help the customers, resolving issues.

6. Coordinate and complete all necessary activities in the software by appointing suitable number of technical experts for customer creation, property creation, payment verification, follow up, mortgage NOC, Letter of Intent, Letter of Allotment, Addition of Co applicant, Name Change, agreement execution, and departments for smooth functioning of the department regarding project.
7. **Mortgage NOC** — To help applicants for submission of application and submission of related documents and issuance of mortgage NOC and shall do all the needful for the same.
8. **Customer Payments** — following up for smooth payments timely from Customers till successful recovery of full amounts. Generation of related reports from time to time and submission of the same to PIU / SMFPL.
9. **Agreements** — To help the Customer for the smooth functioning of online agreement execution
10. **Customer relations after possession** — Attend to the snag lists post-handover and compliances of defects corrections for two years post hand over.
11. Grievance handling after the possession.
12. AASMA shall engage Standing Counsels/ Solicitor / Advocates to handle all complaints, litigations / PIL filed against the Project, MOFPI GOI, SPV, State Government, PIU, press, etc. applicable to its Scope of Work only.
13. AASMA shall hire / engage / appoint experts for handling, managing & addressing all Litigations, related Works/ Complaints (if any required) which includes expenses including all costs of Advocates, Lawyers, Counsels, Chartered Accountants, Company Secretaries, Cost Accountants, Valuers, Chartered Valuers, Chartered Engineers, Independent Experts, Court Fees, Clerks, Drafting, Hearing, Attending, Engagement of All Senior Advocates of the State, RERA Experts, etc., for and behalf of SMFPL/PIU/ Project before all COURTS/ all Judicial Authorities/ all Quasi-Judicial Authorities, all RERA Authorities, all Govt Authorities, All Consumer Forums, etc. applicable to its Scope of Work only.

2.4.2.9 Part VIII – Compliance to West Bengal RERA and SJDA Norms

- i. AASMA shall require to do the necessary compliance of the SJDA and WBRERA norms.
- ii. The marketing, booking, sales and handing over shall comply with the WBRERA norms.
- iii. AASMA shall be responsible for regular liaising with the statutory bodies for any observations or their compliance.
- iv. AASMA has to advise PIU and SPV about the rules and regulations of operating the ESCROW account in terms with the statutory norms.
- v. The registration of the project with WBRERA
- vi. Submission and follow up of the applications
- vii. Obtaining clearances from the statutory bodies for marketing and sales of the built-up area.

- viii. Registration, fees reductions, extension of projects, details to be published on website of WBRERA Authority, Revisions/ Approvals of Maps from WBRERA Authority, Representing as and when required in Central Advisory Council/ Other appropriate authorities/ Tribunals/ Appellate Tribunals, Carefully handling/reductions all offence/ penalties in WBRERA Authority, Handling all complaints/ matters/ grievances regarding Agreement for Sale & Centre's Model Agreement for Sale & all other services (including regular WB-RERA compliances, grievances/ complaints handling in WB-RERA) from West Bengal RERA authority/ Central RERA Authorities.
- ix. Registration & all other services from Siliguri Jalpaiguri Development Authority, Government of West Bengal including sanction/ release of subsidies / grants under PMAY, CLSS, other State & Central Government subsidies/ Schemes
- x. Indemnify PIU and SPV for any non-compliance of the rules and regulations defined by SJDA and WBRERA in terms of marketing and sales of the project.

2.4.2.10 Detailed Scope of Work of Marketing Works

The tentative detailed scope of works of AASMA for Marketing of the project shall be as explained in the following points. However, the scope is indicative only and shall be enhanced as per the requirement to optimize the sales of the project.

The scope of work shall include engagement of a team of professionals for Advertisement, Marketing & Handling Public Relations for proper marketing and advertisement of the project. AASMA needs to prepare a detailed Marketing Strategy Plan with detailed time lines.

The work shall include creating awareness about NITCON & the project through several platforms like social media, Press Release, videos etc. by sharing informative content in Image, Text and video format on approval. It will include creating buzz about the opening date for registration, inter-linking website link on all the digital ads to create traffic and making it convenient for buyers to fill the form.

1. Media PR Plan:

The following media shall be used for marketing of the project.

- a) Marketing collaterals and preparation of brochure, marketing materials walk- through, PPT, video-graphic presentation, audio and jingles for radio and in-flight announcements, on-line teasers, display boards, etc.
- b) **Print Media:** Newspapers and Magazines like Uttar Banga Sambad, Bartaman Patrika, Anandabazar Patrika (ABP), Dainik Jagran, Himalaya Darpan, Janpath Samachar, The Telegraph, The Statesman, The Times of India and others as advised by PIU/ SMFPL. (Press Release, Advertisements), Ei Samay, Sangbad Pratidin, Aajkaal, Ganashakti, Jago Bangla, Dainik Statesman, The Economic Times, Business Line, The Hindu, Hindustan

Times, The Indian Express, Summit Times, Hamro Prajashakti, Janpath Samachar, Dainik Bhaskar, Sanmarg, Prabhat khabar, Amar Ujala etc. as advised by PIU/SMFPL

- c) **Broadcast:** Ads on channels like RNF News, Uttarbanga Sambad, Naxalbari Live, CCN News and GVNN news, News 18 Bangla, ABP Ananda, Zee 24 Ghante, ABP Ananda, TV9 Bangla, Republic Bangla, Kolkata TV, Calcutta News, CN News, DD Bangla, News Time Bangla, India Today, Times Now, CNN-News18, NDTV 24x7, Republic TV, Aaj Tak, India TV, DD News, Mirror Now, CNBC-TV18, Amudarya news, North East live and others as advised by PIU/ SMFPL.
- d) **Online Portals:** Press Release circulation on The Statesman, The Telegraph, Outlook, Business Standards, IB Times, Daily Hunt, Zee News, Financial Express, YourStory, News18, The Print, Money Control, Mint ABP Live Bangla, Anandabazar Online, Ei Samay Digital, News18 Bangla Digital, TV9 Bangla Digital, Sangbad Pratidin Digital, Zee 24 Ghanta Digital, Republic Bangla Digital, The Telegraph Online, The Statesman Online, India Today NE, EastMojo, Northeast Today, Inside Northeast, NorthEast Live, The Quint, The Wire, Scroll.in, RNF news, The kolkata buzz, Bong stuff, Shemaroo bengali, Jalpaiguri News facebook Page, Siliguri times, The Darjeeling chronicle, SK live (youtube) and others as advised by PIU/ SMFPL
- e) **Wires:** ANI, IANS, PTI, UNI with other associated portals as advised by PIU/ SMFPL
- f) **Social media:** Managing all digital platforms with promotions through:
 - i. Dedicated Account Manager
 - ii. Monthly Strategy and Calendar for promotions
 - iii. Post Designing, Copy-writing, Hashtag research
 - iv. Facebook, Instagram, Twitter Page Management
 - v. Likes on Each Facebook, Instagram & Twitter Post
 - vi. Managing Facebook Page Likes, Instagram Followers, Twitter Followers, Pinterest etc.
 - vii. Monthly Reach & Actions
 - viii. Data and Lead Generation
 - ix. Whatsapp Marketing
 - x. Email Marketing
 - xi. Reputation Management
 - xii. Website Creation / Management
 - xiii. Mobile App Creation / Management
 - xiv. Influencer Marketing
 - xv. Google, YouTube Ads and Management

- g) Radio Channels:** Different radio channels are to be used to cover all shows in following manner in Radio city Delhi, Radio misty (94.3 FM), Radio mirchi Kolkata (98.3 FM), Red FM Kolkata (93.5), Vividh Bharati 101.4 FM, All India Radio AIR Siliguri 711MW, Big 92.7 FM Kolkata, Big FM Asansol, Red FM Asansol, Red FM Siliguri, Fever 104 FM Kolkata, Friends 91.9 FM Kolkata and others as advised by PIU/ SMFPL:

Promotion								
City	Duration (secs)	Day 1	Day 2	Day 3	Day 4	Day 5	Total spots	Total Secs
All the Different Cities of West Bengal	20	8	8	8	8	8	40	800
Total seconds							40	800

Value Additions: RJ Mentions to promote the brand (Creating buzz of the project) AASMA to share approved script 5-6 lines (approved by PIU), 5 Mentions. Subject to availability at the time of booking, Facebook posts on Radio channel, FB page & tagging handles of the brand. (AASMA to provide content, duly approved by PIU).

- h) Brand Ambassadors and inviting personality guests:** Organizing events and inviting eminent personalities from Film Industry, Ministry officials, Ministers etc in various events and all related-expenses shall be borne by AASMA.
- i) Promotion of the Project Lottery Ceremony, Project Launching Dates, etc.** by the reputed social media influencers in the areas of West Bengal State and by reputed social media influencers among Central Government Employees posted in India or abroad (having origins in the Bengal State), as well as reputed social media influencers among State Government Employees posted in West Bengal. Minimum 10 influencers per month multiplied by 12x5 may be considered for influencer marketing works. Top 50 popular influencers (prevalent in current timing) in the Target Audience Segment must be adhered to by the AASMA Agency. A list of Top influencers in the Target Audience Segment must be approved by PIU/ SMFPL for marketing works from time to time.
- j) Outdoor Promotions:** Through Hoardings, Giant LED Ads, Multiplex Ads (through Flexes, and during screening), TV Ads, Airport Ads like Boarding pass, Boarding ramp, Advertising in the arrival area & departure area, Static panel, Digital screens, Lounge, Kiosk etc. Railway Ads like Banners, Backlit Hoardings at the entrance and exit etc.
- k) Awards:** Filing nominations and receiving awards like: Economic Times Real Estate Awards, Times Business Awards, Mid-Day Real Estate Awards etc.

- l) Crisis Management:** (Different Commercials & plans): Managing to share more and more of content in media, social media and whichever best medium at that time to remove negative rumours. This shall be applied in-case of crisis.

Note:

- a) This is a tentative media plan as it depends from strategy to strategy, according to the scenario it may differ depending to cause of event, press conference statements, guest, media interest, target audience etc.
- b) The scope includes all related expenses towards Hiring experts for calling and pitching clients, Employees & Supervisors Salaries, Sim Cards, Toll Free Numbers, Dialer and CRM Systems etc.

Minimum Quantification of Advertisement:

S. No.	Platforms	Minimum Scope & Timeline for 4 years or extended period
1.	News Media Management: Print, Broadcast, Online, Wires, Radio, Outdoor Branding	Print: (Monthly 4 to 5 Ads + Editorial+ Promoted Content in 9-10 newspapers) as per PR media plan in clause no. 2.4.2.10(1). Broadcast: (2 to 4 slots per day) as per PR media plan in clause no. 2.4.2.10(1). Online: (Monthly 2 press release with different portals) Wires: (Monthly 2 press release) as per PR media plan in clause no. 2.4.2.10(1). Radio: (Monthly 2 Ads/Promotions x 40 Spots per week across 10-12 Channels + Interview for broadcasting over the month) as per PR media plan in clause no. 2.4.2.10(1). Outdoor Branding: Monthly Hoardings, Airport, In-Flight Branding, Screens, Bus, Theaters etc. including creating and designing the content (Graphical & written) as per PR media plan in clause no. 2.4.2.10(1).
2	Creating Database	Creation & management of Customer's Database (about 20 lakh Persons) by maintaining strict confidentiality. To purchase data through data providing agencies. Managing all the data through CRM platforms with calling and transferring to on-field sales person. Preparation, finalization & sharing of the verified list of about 14.50 Lakh West Bengal State Government Employees/Employees of West Bengal State

S. No.	Platforms	Minimum Scope & Timeline for 4 years or extended period
		Government Public Sector Undertakings, Banks, etc. Preparation, finalization & sharing of the verified list of Central Government Employees having origin / native from West Bengal State working in organizations like Security Forces, Railways, various ministries, Postal Department etc. Filtering the above collected data for interested buyers, like interested buyers, organizing site visits, according to availability of buyers and converting the leads to customers. Hiring separate teams of experts, supervisors, team leaders etc. for interacting with the potential buyers
3	Interacting with State Government and Central Government Employees through Set Up of a Call Centre/ Bulk SMS/ Bulk Whatsapp Messages/ Facebook Messages like Project Teasers/ Videos/ Information/ Awareness display, etc. in the interest of the Project.	
4	Digital Marketing & Management	Website: Creation & management of Website (Development + 4 years Management) Domain, Hosting, Content. Working on daily basis to increase the ranking of the website to rank at the top on Google, Updating of regular Photographic Progress of the Project in the interest of the Project, Buyers of Flats /Units, etc. Mobile App: Creation of Mobile app and approving it on all the platforms like IOS, Play-store. (Development+ 4 years Management) and updating latest announcements till 4 years. Email Marketing: Monthly at-least thrice. Bulk mailing to the leads and constant follow-ups with latest deals and offers. Monthly Activity According to numbers of Data. Data Lead Generation: Generating leads through

S. No.	Platforms	Minimum Scope & Timeline for 4 years or extended period
		different campaigns and platforms. Also downloading it and making it available for calling process. (Tentative Monthly 3,000 leads) Posting & Designing Content: Weekly 2 creative post on all the required platforms + re-post of influencers video, reviews about the scheme by West Bengal Govt. employees. Reputation Management: Everyday process Tracking all negative feedbacks, comments and removing from the particular platform, creating image of the brand, project, founders etc. SEO Management: Everyday process Google + YouTube Ads: (Monthly 4 ads / 1 per week), Creating smart audience to understand the response of target audience through Google, YouTube and if required any-other platforms.
5	Social Media Marketing & Management	FB, Instagram, X, Pinterest Reach: Every day- Ads weekly 1, monthly at-least 4 and 48 ads yearly. Minimum 4 posts a week (about 200 posts in a year). Monthly reports to be submitted. Creating registered email address with Google profile to make new accounts & profiles on Fb, Instagram, X, Pinterest, YouTube etc. with dedicated manager to manage all the handles, Creative to be made by Graphic team. Targeting West Bengal region for all the social media ads with age criteria. Increasing Likes, Comments, and followers organically as well as through advertisement and campaigns. Creating smart audience to know which area of audience is responding more towards ads Influencer Marketing: Monthly 4 to 5 posts on reels, wall, 24 hours status. WhatsApp Marketing: Everyday Process till the project ends. Verifying Whatsapp, Chatbot for bulk messages, Linking FB Business Account Manager to Whatsapp etc.
6	Radio Promotions	Monthly 2 -Ads or prerecorded audio and available

S. No.	Platforms	Minimum Scope & Timeline for 4 years or extended period
		slots.
7	Awards	Monitoring upcoming awards and applying it. 7 to 8 nominations
8	Calling Process	Everyday Process - Converting leads to visit venue, Interacting/ follow ups/ local coordination/ selling/ marketing/ cold calling with all the State Government employees / West Bengal State PSUs' employees. Set Up of Call Centre, Onsite Attenders, Onsite Demonstration, Model Flat demonstration, on-site /offsite attending prospective customers/ buyers, Call Centre Management, Payment Collection, Payments Follow ups with Buyers, etc. Interacting/Meeting customers in person/in tele-callings, Registration/Allotment/ Handover of Flats/ Units to prospective buyers/ Buyers
9	Media Events in West Bengal	Monthly at-least 1 meeting with media professionals followed by press release.
10	Crisis Management	In-case of any crisis or rumors due to any reason: Creation/ Full Loading of Online - Offline Third-Party Contents (like stories, reports, videos, blogs, newspaper columns, newspaper articles, all needful promotions, etc. in the interest of the Project, handling/ addressing/ combating/ encountering all negative online-offline rumours, reports videos, blogs, etc. i.e. all needful in the interest of the Project). The strategy to depend on the prevalent situation.

2.4.3 Sales, Marketing & Branding Strategy and Media Plan

AASMA shall prepare and submit a detailed Sales, Marketing & Branding Strategy and Media Plan for the Project covering the activities under the Scope of Work, including marketing strategy, sales approach, promotional activities, channel partner engagement, resource deployment, quantifiable targets, deliverables, and implementation timelines, for approval of SMFPL/ PIU.

The quantities, targets, and deliverables specified in Clause 2.4.2 and elsewhere in this Tender Document are indicative and represent the minimum requirements. AASMA shall assess the Project requirements and undertake all necessary activities to achieve the desired sales and marketing objectives.

AASMA shall execute the assignment strictly in accordance with the Sales and Marketing Plan approved by SMFPL/PIU. Any revision or modification to the Plan shall be subject to the prior approval of SMFPL/PIU.

2.5 DESCRIPTION OF PERSONNEL AND REQUIREMENT:

The AASMA shall dedicatedly deploy at least the following resources as provided in Part A – key Personnel. The support team as provided in Part B of this section is indicative; stationed at the Site / AASMA office in Siliguri per the approved Manpower Deployment Plan.

Part A – Key Personnel:

S. No.	Key Personnel	Responsibilities	Minimum Qualification / Experience
1	Chief Architect cum Team Leader	Responsible for Overall project planning and execution	Degree in Architecture & Registered with the Council of Architecture having Experience of 20 years in Town planning / residential complex / Mixed-use complexes
2	Urban Planner	Responsible for overall planning for the project.	M.Plan / M.Arch or equivalent; ~15 years; master-planning of large-scale residential projects.
3	Civil Engineer	Responsible for providing civil engineering input for the project.	Graduate in Civil Engineering with minimum 15 years of experience in similar projects
4	Structural Engineer	Responsible for Structural Engineering and detailing for the project.	Post Graduate in Structural Engineering with minimum 15 years of experience in similar projects
5	Electrical Engineer	Responsible for providing electrical engineering input for the project.	Graduate in Electrical Engineering with minimum 15 years of experience in similar projects
6	MEP Engineer	Responsible for providing MEP input for the project.	Graduate in Civil Engineer Electrical Engineering/ Mechanical Engineer with minimum 15 years of experience in similar projects
7	Financial Analyst	Responsible for financial analysis and modeling of the proposed Project.	Graduate in Finance with minimum 10 years of experience in similar projects
8	Real Estate Expert	Responsible for providing market input for the project.	Graduate in related field with minimum 10 years of experience in similar projects
9	Marketing Expert	Marketing & Sales of the Built-up area	Graduate in Marketing with minimum 10 years of experience in

S. No.	Key Personnel	Responsibilities	Minimum Qualification / Experience
			similar projects
10	RERA Expert	Compliance of WBRERA & SJDA/ Town Planning Authority norms	Graduate in related field with minimum 10 years of experience in similar projects
11	Marketing and Sales Team	AASMA shall require to depute a dedicated team in Siliguri for carrying out the marketing and sales of the entire project.	

Part B - Support / Other Professionals (minimum numbers):

S. No.	Designation	Min. Qualification	Min. Exp.	No.
A	Architecture & Design			
1	Senior Architect / Design Architect	B.Arch (COA-registered)	10 yrs	3
2	Landscape Architect	B.Arch with M.Arch (Landscape)	7 yrs	1
3	Architectural Draftsman / CAD Technician	Diploma in Architecture / Civil	5 yrs	3
4	3D Visualiser / Walkthrough Artist	Degree / Diploma in Arch. / Animation	5 yrs	1
B	Engineering & Technical Services			
5	Structural Engineer	B.E./B.Tech (Civil) with M. Tech (Struct.) desirable	7 yrs	2
6	MEP / Building Services Engineer	B.E./B.Tech (Electrical / Mech.)	7 yrs	2
7	Public Health / Environmental Engineer	B.E./B.Tech (Environmental / Civil)	7 yrs	1
8	Quantity Surveyor / Cost Estimator	B.E./B.Tech (Civil) / B.Tech	7 yrs	2
9	Green Building / GRIHA Consultant	B.Arch / B.E. with GRIHA / IGBC accreditation	7 yrs	1
C	Statutory Approvals, Legal & Compliance			
10	Liaison / Statutory Approvals Manager	Graduate (Architecture / Civil / related)	10 yrs	2
11	Legal Expert	LL.B. / LL.M.	10 yrs	1
D	Sales, Marketing & Creative			
12	Sales Manager & Sales Gallery In-charge	MBA (Marketing / Real Estate)	10 yrs	2

S. No.	Designation	Min. Qualification	Min. Exp.	No.
13	CRM Executive	Graduate / MBA	5 yrs	3
14	Digital Marketing Specialist	MBA / Degree (Marketing)	5 yrs	2
15	Graphic / Creative Designer	Degree / Diploma (Design / Fine Arts)	5 yrs	2
16	Content Writer / Copywriter	Graduate (Mass Comm. / English)	5 yrs	1
17	Event / PR Coordinator	MBA / Degree (PR / Mass Comm.)	5 yrs	3
E	Project Management & Support			
18	Project Manager / Coordinator	B.E./ B. Arch with PMP desirable	10 yrs	2
19	MIS / Documentation Executive	Graduate / MBA	5 yrs	3
20	Accounts / Finance Executive	B. Com / M. Com / CA (Inter)	5 yrs	2
21	Quality Engineer	B.E./Diploma (Civil)	7 yrs	2

Notes:

1. Documentary evidence substantiating the certificates of qualifications and experience for the above shall be submitted without fail.
2. Detailed CV representing the relevant experiences as stated above shall be provided for evaluation.
3. PIU reserves the right to check the credentials submitted by the bidder.
4. In case an Applicant is proposing key professional from educational/ research institutions, a 'No Objection Certificate/ Consent Letter' from the concerned institution Consultant/Agency shall be enclosed with his CV clearly mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be evaluated.
5. Upper Age limit of any consultant shall be 62 years (Rejection criteria)

2.5.1 Approval of Personnel:

AASMA should submit the list of Key Personnel to be employed (as defined in above clause(s)) by title as well as by name for approval of PIU of Employer. In respect of Personnel which AASMA proposes to use in the carrying out of the Services, AASMA shall submit to the Employer for review and approval a copy of their Curricula Vitae (CVs) against which approval shall be provided by PIU within Fourteen (14) days. If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21)

days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Employer.

2.5.2 Removal and/or Replacement of Personnel:

- a) Except as the Employer may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of AASMA, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, AASMA shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Employer
 - i. finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - ii. has reasonable cause to be dissatisfied with the performance of any of the Personnel, then AASMA shall, at the Employer's written request specifying the grounds
therefore, forthwith provide as a replacement, a person with qualifications and experience acceptable to the Employer.
- c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, does not qualify any sort of claim for additional expenditure.

2.6 PERIOD OF COMPLETION

The Time Period shall be **48 Months** which is reckoned from 10th day after issue of Letter of Award. However, the Contract Period/Completion will be Co-terminus with sales of Carpet Area and with the handover of the flats. The contract period of the project could be extended further as per the T&C of the Contract.

2.7 ELIGIBLE BIDDERS

2.7.1 Technical Strength

- i. The Bidder must be a Reputed, Resourceful and Experienced Company/ Firm/ partnership firm in India and shall operate in conformity with the provisions of laws in India.
- ii. Bidders may participate either as a sole bidder or as a Consortium of up to three (3) members. Where the Bidder is a Consortium:
 - a. the members shall execute and submit a Consortium / Joint Bidding Agreement (MoU) duly signed by all members, clearly specifying each member's roles and responsibilities;
 - b. one member shall be designated the Lead Member with single-point accountability and authority to bind the Consortium;

- c. the Lead Member shall fulfil at least 50% of the eligibility criteria as per clause 2.7.2(B) and all members jointly shall fulfil 100% of the eligibility criteria under Clause 2.7;
 - d. the composition of the Consortium and the Lead Member shall not be altered without the prior written approval of the Authority.
- iii. Legal Entity: Sole bidder / all Consortium members shall be a Proprietary firm, a company under the Companies Act 2013/1956, an LLP under the LLP Act 2008, or a partnership firm under the Indian Partnership Act 1932. (Doc: Certificate of Incorporation / Registration / Partnership Deed.)
- iv. The Bidder (Sole bidder / All members of Consortium) must possess valid License, GST Registration Certificate, PAN card (Docs: PAN, GST certificates.).
- v. **Local Presence:** Sole bidder / Lead Member shall have a fully operational office in Siliguri - Jalpaiguri, WB (Docs: Registration proof OR self-undertaking to establish within 1 month of award).
- vi. The Bidder (Sole bidder / All members of Consortium) must not have been blacklisted / debarred / insolvent and not under legal proceedings for corrupt or fraudulent practices by any Government agency or Public Sector Undertaking. A certificate shall be attached in this respect. (Docs: Notarised affidavit [Rs. 100 stamp paper])
- vii. The bidder (Sole bidder / Any member of the Consortium) should have experience of having completed similar projects for any central / state Govt./ Public Sector Units / Private Sector during last 10 years in:
(Similar project means: Mixed-use development of Residential / Non-residential multistory Buildings / Residential Township Project / Commercial Buildings in development / re-development projects.)
 - A. Comprehensive architectural / engineering consultancy for multi-storey residential / mixed-use or township works:

one project of carpet area $\geq$ 39.37 Lakh sq. ft.; OR
two projects each with carpet area $\geq$ 24.61 Lakh sq. ft.; OR
three projects each with carpet area $\geq$ 19.68 Lakh sq. ft.

(Document Requirement: Completion certificates from the client; OR Work order + Payment received Certificate duly signed by a Chartered Accountant with UDIN)
 - a) The bidder shall submit the work orders and completion certificates, in support of projects completed, issued by the client's organization.

Completion certificates with clear mention of the carpet area shall only be considered.

- b) The completion certificates shall be signed by an officer not below the rank of Executive Engineer in case of Government projects and by a Director/ Partner/ Proprietor in case of private projects.
- c) In case of private projects, the bidder shall additionally submit:
 - a. the completion certificates supported with copies of corresponding TDS certificates; and
 - b. notarized affidavit having the list of projects with name of project, name of client, project cost and date of completion.

Note: NITCON reserves the right for verification of the submitted documents. In case the submitted documents are not verified by the issuing authority, respective documents shall not be considered for evaluation.

AND

B. Exclusive sales / marketing of comparable real-estate

Cumulative built-up area sold $\geq$ 39.37 Lakh sq. ft.; AND
Built-up area sold in any single year $\geq$ 4.92 Lakh sq. ft.

(Document Requirement): client performance / completion certificates + statutory-auditor attestation + buyer list.)

- a) Completion certificate(s) from the concerned client(s) for sales completed along with attestation certificates from the Statutory Auditor of the bidder stating the area of sales, capital cost of the project, value of sales completed, time frame taken to complete the sales of the project; And
- b) Complete list of buyers for all the projects referred herein to fulfill the requirement.
- c) The Completion certificates shall be signed by an officer not below the rank of Executive Engineer in case of Government projects and by a Director/Partner/Proprietor in case of private projects.
- d) Completion certificates with clear mention of the built-up area shall only be considered
- e) In case of private projects, the bidder shall additionally submit:
 - a. the completion certificates supported with copies of corresponding TDS certificates; and
 - b. notarized affidavit having the list of projects with name of project, name of client, project cost and date of completion.

For the purpose of meeting the Sales and Marketing Experience criteria, the experience of its parent company, subsidiary company or any entity having the same promoter(s) with more than 50% ownership and control may also be considered, subject to submission of documentary evidence establishing such relationship.

- viii. The bidder must submit Integrity Pact and Integrity Agreement with this bid as per Annexure-2.
- ix. The bidder (Sole bidder / Any member of the Consortium) should have Registration as Real Estate Agent in West Bengal (WBRERA) - valid certificate OR undertaking to obtain within 1 month of award.

2.7.2 Financial Strength

The Bidder (Sole bidder / All members of the Consortium Jointly) must have:

- A. provided the Architectural / Sales Management / Marketing services to the construction projects of similar nature costing to Rs. 1,000 Cr. (cumulative) in last 10 years.
 - a) The bidder shall submit the work orders and completion certificates, in support of projects completed, issued by the client's organization. Completion certificates with clear mention of the Project Cost shall only be considered.
 - b) The completion certificates shall be signed by an officer not below the rank of Executive Engineer in case of Government projects and by a Director/ Partner/ Proprietor in case of private projects.
 - c) In case of private projects, the bidder shall additionally submit:
 - a. the completion certificates supported with copies of corresponding TDS certificates; and
 - b. notarized affidavit having the list of projects with name of project, name of client, project cost and date of completion.

Note: NITCON reserves the right for verification of the submitted documents. In case the submitted documents are not verified by the issuing authority, respective documents shall not be considered for evaluation.

AND

- B. Solvency Certificate issued from a Nationalized / Scheduled Commercial Bank approved by Reserve Bank of India (RBI) should be at least Rs. 90.00 Crores addressed to the tendering authority quoting the name of the work.

OR

Banker's Certificate from a Commercial Bank for an amount of Rs. 90.00 Cr. Atleast addressed to the tendering authority quoting the name of the work.

OR

Net worth Certificate for an amount of Rs. 22.00 Cr. issued by certified Chartered

Accountant with UDIN as on 31-03-2025.

The Certificate should be issued between the publishing of NIT & last date of submission of Bids, including extensions, if any. The certificate should carry name, designation & power of attorney of the bank official. The net worth of the bidder should be Rs. 22.00 Cr. during the last financial year ending 2024-25. The requisite certificates must be certified by statutory auditor of the firm/ company. Any such certificate must carry the UDIN (Unique Document Identification Number). The tender evaluation sheet must carry the verification report of UDIN generated from ICAI Portal.

- C. The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2024-25. The Bidders are required to submit detailed Balance Sheet of last five Financial Year (Audited) and also detailed pages of Profit & Loss Account (Audited) for last five years, the requisite certificates must be certified by statutory auditor of the firm/ company. Any such certificate must carry the UDIN (Unique Document Identification Number). The tender evaluation sheet must carry the verification report of UDIN generated from ICAI Portal.
- D. The Bidder (Sole bidder / All member of the consortium) should be financially sound and should not have applied or be under corporate debt Restructuring on the last date of submission of Bid. The bidder shall submit the undertaking to this effect along with relevant documents.

2.8 NO. OF BID PER BIDDER

Each Bidder shall submit only 1 (one) Bid. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

2.9 COST OF BIDDING

The Bidder shall bear all the costs associated with the preparation and submission of Bid and the Employer in no case will be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.10 TENDER DOCUMENTS

The tender documents are as stated below and should be read in conjunction with any corrigendum/modification issued on these documents:

- a) Notice Inviting Tender (NIT)
- b) Instructions to Bidders (ITB)

- c) Annexures for Bid Submission
- d) General Conditions of Contract (GCC)

The Bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirement of the Bid submission will be at the Bidder's own risk. Bids which are not substantially responsive to the requirement of the bidding document shall be rejected.

2.11 CLARIFICATION OF BID DOCUMENTS AND PRE-BID MEETING

Prospective Bidder requiring any clarification of the bidding documents may notify the Employer via email sent to the details as provided in the Notice inviting Tender (NIT) at least one working day prior to pre-bid meeting. The queries shall be discussed during the pre-bid meeting and the last date for submission of any further queries of Bidders shall be within two days from the date pre-bid meeting. The Employer will reply to only those queries which received before the scheduled time as mentioned above via e-portal which are essentially required for submission of bids. The Employer will not reply to the queries which are not considered fit like replies of which can be implied /found in the NIT/Tender Documents or which are not relevant or in contravention to NIT/Tender Documents.

The pre-bid meeting shall be held, as per the schedule mentioned in the Notice Inviting bid. Minutes of the meeting, including the text of the questions raised and the responses given will be uploaded on e-portal only. While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

The bidders shall submit its pre bid queries strictly as per the below format in MS Excel only on the email id mentioned in the Section -1: NIT

S. No.	Clause No. / Page No.	Existing Clause	Clarification / Query
1			
2			

For and on behalf of M/s _____

Signature, Name & Designation of Authorised Signatory: _____

Contact Details:

Email Id: _____

Date & Seal: _____

2.12 AMENDMENT OF BID DOCUMENTS

At any time prior to the deadline for submission of bids, the Employer may, for any reason(s), whether at their own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of a corrigendum/ addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. The Employer may at their discretion may extend the deadline for submission of Tender/ Bid, if considered necessary.

Any corrigendum/ addendum thus issued shall be part of the bidding documents. Prospective Bidders shall download the same from the e-portal and submit along with the submission of Bid as token of acceptance.

2.13 PREPARATION OF BIDS

2.13.1 Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and Employer shall be written in the English language only.

2.13.2 Bidders Responsibility

- a) The Bidder is solely responsible for the details of their Bid and the preparation of bids. In no case shall the Employer be responsible for any part of the tender documents submitted by him. Any Site information given in this tender document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at their cost and obtain for themselves on their own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.
- b) Irrespective of whether or not the Bidders have attended the pre-bid meeting, they shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site and clarifications/ modifications/ additions given in Pre-Bid meeting or addendum issued as per Clause 2.12 of ITB, Section-II, in the preparation and submission of the Bid.
- c) The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

2.13.3 Documents Required for Submission of Technical Bid

The Technical Bids shall consist of two separate envelopes (Part-A1 & Part-A2) comprising the documents as mentioned below:

Part-A1:

1. Notarized Power of Attorney, to sign the Tender in original
2. Proof document for Tender Document Fee Submission: Transaction reference for Online Transfer / D.D/ Exemption certificate if applicable.

- 3.** Proof document for EMD Submission: Transaction reference for Online Transfer / D.D. / Banker's cheque / Insurance Surety Bond / FDR / Bank Guarantee Demand Draft/ Bid Security Declaration and Exemption certificate if applicable.

The documents in Part-A1 shall be submitted in hardcopy and should reach physically at NITCON, Delhi office before the submission due date as per NIT and shall be examined first. Any bids not complying with the above-mentioned requirements shall not be evaluated further and shall be summarily rejected.

Address (NITCON, Delhi Office):

Unit No. 317-A, 3rd Floor, D21 Corporate
Park, Sector 21, Near Sector 8 Metro Station,
Dwarka, New Delhi – 110077
Phone: 011-40658297;

Part –A2:

This part of Technical Bid shall consist of the documents as mentioned below:

- 1.** Covering Letter and Letter of Transmittal.
- 2.** GST Registration Certificate: The Bidder (Sole bidder / All members of Consortium) shall submit its GST Registration Certificate. In case GST Registration Certificate is not available, the Bidder (Sole bidder / lead bidder of the consortium) shall give undertaking on their letter head stating that in case the work is awarded they will get registered in GST, West Bengal as per Govt. norms before submission of bills.
- 3.** Copy of PAN card (To be submitted by Sole Bidder/ All members of Consortium).
- 4.** Name, address, details of the organization: Name(s) of the Owner/Partners/ Promoters and Directors of the firm / company as Annexure - 1
- 5.** Form of Integrity Pact as per format enclosed in Annexure - 2
- 6.** Undertaking regarding Blacklisting / Non-Debarment as per format enclosed in Annexure-3.
- 7.** Declaration by Bidder as per format enclosed in Annexure - 4
- 8.** Format of No Deviation Certificate as enclosed in Annexure-5
- 9.** Undertaking of the bidder to depute required manpower at site as per Annexure-6 and CVs of proposed key personnel as per Annexure -6A.
- 10.** Annual Turnover, Net worth and Audited Balance Sheets for Last 3 (three) years ending on the financial year 2024-25 duly certified by statutory auditor carrying valid UDIN no. generated from ICAI Portal as per Annexure-7
- 11.** Profit or Loss and Profit/Loss Statements for last 5 (five) years ending on the financial year 2024-25 as per Annexure-8 duly certified by statutory auditor carrying valid UDIN no. generated from ICAI Portal
- 12.** Solvency Certificate as per format enclosed in Annexure-9
- 13.** Banker's Certificate as per format enclosed in Annexure-9A

14. Details of similar type of works meeting the eligibility criteria executed indicating value of works in each Contract with self-attested documentary evidence such as copy/ copies of completion Certificate(s) along with Letter of Intent (s)/ Work Order (s) / Contract Agreement (s) from respective Owner(s)/ Client(s) mentioning name and nature of work(s), date(s) of commencement and value(s) of the job(s) executed during Ten years as per format enclosed in Annexure-10 and details of each of the projects as per Annexure -10A
15. Letter of submission of Financial Bid as per Annexure-11
16. Bid Security Declaration (as applicable) as per Annexure -14
17. Undertaking as per Annexure-16
18. Site Visit declaration as per Annexure -18
19. Power of Attorney (s) as per Annexure -19
20. Approach & Methodology as per Annexure -20
21. Consortium/ Joint Bidding Agreement (as applicable) as per Annexure -21
22. Signed & stamped tender document including Corrigendum & Addendum, if any
23. Undertaking as per 2.7.2(D).

The bidder shall submit the above-mentioned document before the date & time of submission of Bid, failing which the Bid shall be summarily rejected. Completed Bidding documents, Annexures etc., used thereto shall be duly filled in and signed wherever required without altering the formats.

No information relating to financial terms of services should be included in the Technical Bid

2.13.4 Financial Bid

The Financial Bid shall be submitted online only as per Annexure -12 along with Bid before last date & time of submission of Tender Document. The Financial bid is to be submitted online only and directly submitted on CPP Portal only. Annexure-12 shall only be filled in Excel format (not in PDF format) and also to be uploaded online only.

2.13.5 Bid Price

Unless stated otherwise in the Bidding Documents, the Bid Price shall be for the whole scope of work as described in ITB Clause-2.2

- (i) The total price quoted by the Bidder shall be firm during the performance of the Contract. Price quoted by the Bidder with any condition shall not be accepted and same is liable to be rejected.
- (ii) Prices quoted by the Bidder shall include all Materials, Tools & Plant, supervision, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, cost of insurance to this contract, all applicable tax liabilities like Income Tax & Surcharges, etc. Any other taxes /cess as per Government directives shall be deducted from each bill paid to the Agency, from time to time.

- (iii) AASMA shall issue Tax Invoices to the Employer showing (i) Basic Amount (ii) GST Amount separately in each bill and the payment of GST amount shall be reimbursed to agency only after uploading of GST amount by agency on GST portal to avail input benefit of GST by the Employer.
- (iv) Anti-Profiteering Clause: Upon implementation of GST or any reduction in tax on account of anti-profiteering on supply of goods or services, the benefit of input tax credit shall be passed on to the employer by way of commensurate reduction in prices.
- (v) In case of any law requires PIU to pay tax on the contract price on reverse charge basis, the amount of tax deposited by PIU would be considered as per Income tax act, GST Laws or any other law as applicable.
- (vi) The Employer shall be performing all its duties of deducting TDS and other deductions on payments made to agency as per applicable legislation in force on the date of submission of Bid or to be newly/amended introduced during the execution of the Contract.
- (vii) The Bidder shall keep the contents of his tender and rates quoted by him confidential.
- (viii) The Bidder shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.

2.13.6 Currency of Bid and Payment

The payment shall be made in Indian Rupees only.

2.13.7 Bid Validity Period

Bids shall remain valid for acceptance for a period of 180 days (One hundred and eighty days) from the last date of bid submission. The last date for submission of bid shall be reckoned from the last extension of bid, if any. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by e-mail. A Bidder may refuse the request. A Bidder agreeing to the request will not be required/nor permitted to modify his bid.

2.13.8 Earnest Money Deposit

- a) The bidder has to submit the EMD as per the details mentioned in the NIT.
- b) The unique transaction reference of RTGS/ NEFT or Scan Copy of D.D. / Banker's cheque / Insurance Surety Bond / FDR / Bank Guarantee shall have to be uploaded by the Tenderer in the e-tendering system by the prescribed date. The Tender Inviting Authority will get the earnest money verified from financial department based on the UTR number against each RTGS/ NEFT payment before the tenders are opened. In case the EMD is deposited in the form of / D.D. / Banker's cheque / Insurance Surety Bond / FDR / Bank Guarantee, the original copy of the same shall reach to NITCON's office, Delhi on or before last date of submission of the bid (as extended).

- c) The EMD of bidders other than the successful bidder will be returned not later than 45 (forty-five) days after the expiry of bid validity.
- d) The EMD shall be forfeited:
 - a. if a bidder withdraws the bid after bid opening during the period of validity;
 - b. In the case of a successful bidder; if the bidder fails to Sign the Agreement within the 15 days from the date of issue of LOA or fail to furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.

2.13.9 Bidding Condition

The Bidder shall submit offers which comply fully with the requirements of the Bid Document. Any deviation in submitted Bid for the Bidding Documents shall be liable for rejection.

2.13.10 Format for Submittal

Format for submittal of related information for Bid shall be as per the Annexures of Section-III and shall be strictly adhered to. The Bid shall contain no overwriting, alternations or additions. Any corrections/ cuttings should be signed by the tenderer. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.13.11 Power of Attorney

Power of Attorney duly notarized and on a stamp paper of an appropriate value, issued and signed by the member authorizing the person signing the tender documents to sign documents, make corrections/ modifications, to interact with the Employer and act as the contact person shall be submitted along with Technical Bid. The Power of Attorney shall be submitted in original and shall be specific to the Bid submission only. The Power of Attorney shall have been issued after the date of publishing of the tender.

2.14 SUBMISSION OF BIDS

The Technical Bid shall be uploaded with colored scanned copies of all documents. Financial bid shall be submitted through CPP Portal only. All the documents must be Serial wise as stated below and clearly marked page no. on each page and initialed signature.

2.15 ONLINE SUBMISSION OF BID

This tender/ Bid shall follow a Single Stage Two Envelope Bid System i.e., Technical Bid and Financial Bid as given below.

a. Technical Bid

The Technical bid may be declared non-responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated in clause 2.13.3. The Technical Bid should not contain any financial information related to Financial Bid.

b. Financial Bid

The Financial Bid shall not include any Commercial or Technical conditions/ information. Financial offers shall be submitted as per prescribed format given in Annexure -12 of Section-III of Bid document in a percentage basis Financial Bid shall be uploaded on CPP portal only. No hard copy of Financial Bid needs to be submitted.

- c.** The Bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on CPP Portal by the Bidder. The information should be submitted in the prescribed proforma. Bids with incomplete/ambiguous information shall be summarily rejected.

2.16 BROAD OUTLINE OF ACTIVITIES FROM BIDDER'S PERSPECTIVE

(i) General

Submission of Online Bids is mandatory for this Tender. E-Tendering is a methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, bidders shall use the portal <https://eprocure.gov.in/eprocure/app>. Tender is invited in Single Stage –Two Envelope system, one Technical Bid and second as financial bid. Accordingly, bidder is directed to make all formalities and registration on <https://eprocure.gov.in/eprocure/app> website and submit the Technical Bid and Financial bid. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

(ii) Registration

- a)** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- b)** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID /Password and the password of the DSC / e-Token.

(iii) Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

(iv) Preparation of Bids

- a) Bidder should take into account any corrigendum, Addendum published on the web portal along with tender document before submitting their bids.
- b) Bidder should read the tender document, corrigendum, Addendum and any other related correspondence, carefully to understand the documents required to be submitted as part of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(v) Submission of Bids

- a) Please uninstall any Java version if installed already. Then go to this link <https://eprocure.gov.in/cppp/jre-windows-i586.exe> and download this prescribed version of java for this portal
- b) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- e) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- f) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- g) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- i) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.17 ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the CPP Portal Helpdesk.

2.18 PHYSICAL SUBMISSION OF BIDS

The Bidder shall follow the procedure as indicated below:

- a) The Technical Bid (Part A-1) shall be wrapped in an envelope addressed to **Managing Director, NITCON Limited, Unit No. 317-A, 3rd Floor, D21, Corporate Park, Sector-21, Dwarka, New Delhi - 110077** duly super scribing on top, tender number, name of work and time and last date for submission. The envelope should also bear the name and address of the Bidder. The financial bid is not be submitted in sealed cover physically. However, the same is to be uploaded online only.
- b) The contents of the Technical Bid and Financial Bid shall be as detailed under relevant clauses of ITB herein.
- c) No responsibility will be accepted by PIU for the misplacement or premature opening of a tender/bid, not sealed or marked as per aforesaid instructions.
- d) The Bid should be submitted in the office of the **Managing Director, NITCON Limited, Unit No. 317-A, 3rd Floor, D21, Corporate Park, Sector-21, Dwarka, New Delhi – 110077**.

2.19 DEADLINE FOR SUBMISSION OF BIDS

The Employer may, at their discretion, extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

2.20 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw his Bid prior to deadline for submission of Bid by giving modification or withdrawal notice in writing to Employer. Any modification shall be done in online bid along with the submission of modified physical bid.

The Bidder's modifications or notice of withdrawal shall be prepared, sealed and clearly marked as "Modification" or "Withdrawal" as appropriate and delivered prior to deadline for submission of Bid.

No Bid will be modified after the deadline for submission of the Bid. Withdrawal of Bid between deadline for submission and expiry of Bid validity will result in suitable actions as per the conditions mentioned in the relevant clauses of contract.

2.21 BIDDING DOCUMENTS

Entire set of Bid Document shall be submitted after filling it wherever required & signing each page as a token of acceptance of all terms & conditions of the Bid.

2.22 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

2.23 BID OPENING AND EVALUATION

The Employer shall open the Bids as per the schedule. The Bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid. The Employer will open the Bids in the presence of Bidders' representative who wish to attend on the time, date and venue as mentioned in NIT. The physical Bid shall also be opened on the day of Tender opening.

- i. NITCON will examine the Bids to determine their completeness in all respect as per the requirements of this Tender/ Bid document. NITCON may waive off any minor non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any Bidder.
- ii. NITCON shall evaluate the Bid based on the documents submitted by the Bidder. Evaluation shall be done based on Least Cost Based Selection (LCS).
- iii. Evaluation of the Bids shall be based on the overall experience of the bidders, their understanding of scope of work and approach and methodology of the works to be undertaken.

iv. **Distribution of Marks:**

S. No.	Description	Marks	Maximum Marks	Cumulative Marks
1.	Technical & Financial Strength			
i	Technical Strength as per 2.7.1	5	10	10
ii	Financial Strength as per 2.7.2	5		
2.	Organization structure			
i	Chief Architect cum Team Leader	6	30	40
ii	Urban Planner	5		
iii	Civil Engineer	3		
iv	Structural Engineer	3		
v	Electrical Engineer	3		
vi	MEP Engineer	2		
vii	Financial Analyst	2		
viii	Real Estate Expert	2		
ix	Marketing Expert	2		
x	RERA Expert	2		
3.	Approach & Methodology Detailed Approach & Methodology document to be submitted as part of Technical Proposal (Annexure -20) shall include but not limited to following: A. Understanding of Assignment & Project Context a) Understanding of the integrated AASMA mandate, stakeholder roles, project components, and regulatory framework. b) Appreciation of project scale, strategic significance, PMAY 2.0 requirements, and market context. c) Identification of key risks, dependencies, challenges, and mitigation measures. B. Architectural, Planning & Engineering Approach a) Master planning methodology, FAR optimization, and product-mix strategy.	40	40	80

S. No.	Description	Marks	Maximum Marks	Cumulative Marks
	b) Approach to architectural, structural, MEP, landscape, sustainability, and green-building design. c) Methodology for surveys, investigations, detailed design, BOQs, tender documents, and construction phasing. C. Statutory Approvals & Liaison Strategy a) Roadmap for obtaining all statutory approvals and clearances within defined timelines. b) Liaison and coordination strategy with regulatory authorities, utilities, and other stakeholders. D. Market Assessment, Financial Structuring & Fund Arrangement a) Methodology for demand assessment, product positioning, pricing, and sales planning. b) Approach to financial modelling, project viability, funding arrangements, and escrow mechanisms. c) Compliance with RERA and PMAY requirements for area calculations, costing, and revenue assumptions. E. Branding, Marketing & Sales Management a) Integrated branding, marketing, advertising, and public-relations strategy. b) Approach to sales management, customer acquisition, booking, allotment, registration, and CRM. c) Use of innovative digital tools, AI, analytics, and customer-engagement platforms. F. Project Management, Work Plan & Team Deployment			

S. No.	Description	Marks	Maximum Marks	Cumulative Marks
	a) Quality and realism of project implementation plan, milestones, and timelines. b) Adequacy of team structure, deployment plan, and key personnel availability. c) Quality assurance, monitoring, reporting, stakeholder coordination, and technology adoption (BIM/GIS/AI)			
4	Technical Presentation All presentations along with Proposal, a multi-media presentation is expected from the Bidders. The Bidders shall be required to make presentations of 30 to 40 minutes duration duly supported by their proposal for the project. The Bidders will present their conceptual understanding of the project in the form of proposal/ scheme/ model along with their vision on the execution of the project covering the following: a) Clarity of understanding of the assignment objectives and of the integrated architectural-cum-sales mandate. b) Quality and creativity of the conceptual master-plan / design ideas, and of the FAR-optimization and product-mix strategy (concept sketches, 3D views, walk-through, as relevant). c) Robustness of the statutory-approvals roadmap (SJDA, WBRERA, EC / SEIAA, WBSPCB, fire, etc.) and of the proposed phasing strategy. d) Strength of the market assessment, pricing and sales strategy, and of the financial model and fund-arrangement plan. e) Creativity and effectiveness of the proposed branding, marketing and media plan, supported by sample creatives / campaign concepts / collaterals, as applicable. f) Soundness of the sales-execution plan — Sales Gallery, bulk-buyer outreach, the lottery / e-auction process, WBRERA / escrow compliance and CRM.		20	100

S. No.	Description	Marks	Maximum Marks	Cumulative Marks
	g) Project-management capability — the work plan, timelines aligned to sales-linked payments, risk management and the quality / monitoring framework. h) Relevance, strength and on-site availability of the proposed team, and demonstrated experience in comparable township / real-estate / affordable-housing and government-sector assignments. i) Demonstration of innovation and technology (BIM / GIS / AI / analytics / digital tools). j) Overall presentation quality, the team's command of the subject, and the quality of responses to the Committee's queries.			
Total			100 Marks	

v. Procedure for marking of Technical Bids as well as Financial Bids and Selection of Successful Bidders

Evaluation of Technical Proposal

In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of Terms of Reference (TOR), proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 75 marks or more out of 100 shall qualify for further consideration.

Each Key Personnel must score a minimum of 70% marks as per the evaluation criteria mentioned below. Eligible Assignment for the purpose of technical evaluation of Applicant Firm and Key Personnel are as under: -

Evaluation of Key Personnel shall be done as below:

- (i) Firm meets the basic eligibility criteria in terms of experience and qualifications as mentioned in Section-II will be considered for technical evaluation.
- (ii) Evaluation of Key Personnel Credentials for the purpose of marking is as below: -

S. No.	Eligibility Criteria for Evaluation	Range	Out of 100 % (Max.)
1	Qualification	Graduate – 25 %	25%
2	Experience	Minimum Experience as per Clause 2.5 - 20 % Exp > Min Exp + 5 Years – 25 %	25%

3	Number of Similar Assignments	Minimum Experience 2 Nos - 35 % 3-4 Nos – 40 % 5-6 Nos – 45 % >6 Nos – 50 %	50%
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Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out. For financial evaluation, the Quoted percentage (%) of Total Sales Value indicated in the Financial Proposal shall be considered. NITCON will determine whether the Financial Proposals are complete, qualified and unconditional. The Quoted percentage (%) of Total Sales Value indicated in the Financial Proposal shall be deemed as final and reflect the total cost of services/ works to be performed. Omissions, if any, in costing/ considering any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total payable fees (as calculated from Quoted Percentage of the actual / realised Total Sales Value) shall be that of the Bidders.

2.24 NITCON RESERVES THE RIGHT TO REJECT THE BID UNDER ANY OF THE FOLLOWING CIRCUMSTANCES:

- i. Bid is incomplete and/ or not accompanied by all required documents.
- ii. Bid is not in conformity with the terms and conditions of Tender/ Bid Document.
- iii. The Qualifications and Experience of the Bidder as well as the Manpower/ Personnel are not met by the Bidder.
- iv. Any other reasons due to which NITCON finds that the Bidder is not eligible.

2.25 SHORTFALL DOCUMENTS

The Employer may ask the Bidder for submission of additional documents, if required, in case of shortfall documents during the evaluation of the Bids. Request for documents and the response shall be in writing and no changes in the prices of the Bid shall be sought, offered or permitted. No modification of the Bid and any form of communication with the Employer or submission of any additional documents, not specifically asked for by the Employer, will be allowed and even when submitted, they will not be considered by the Employer.

2.26 CONFIDENTIALITY OF BIDS

After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer in the process of

examination, clarification, evaluation and comparison of Bids, and in decisions concerning Award of Contract, may result in the rejection of their Bid.

2.27 CLARIFICATION OF BIDS

To assist in the examination, comparison and evaluation of Bid, the Employer may ask Bidders for clarification of Bids, if any. But no change in price or substances of Bid will be sought, agreed or permitted. The request for clarification and its response shall invariably be in writing.

To assist in the examination, evaluation, and comparison of Bids, the Employer may, at their discretion, ask the Responsive Bidder for clarification of his Bids. The request for clarification and the response shall be in writing or e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

No Bidder shall contact the Employer on any matter relating to his Bid from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

Any effort by the Bidder to influence the Employer in the Bid evaluation, bid comparison or Contract award decisions may result in the rejection of the Bidders' Bid.

2.28 DETERMINATION OF RESPONSIVENESS

Prior to detailed evaluation of Bid it will be determined whether each Bid:

- i) has been properly signed.
- ii) is accompanied by required security.
- iii) is substantially responsive to the requirement of the Bidding document.
- iv) provides necessary clarification or substance.

A Substantially Responsive Bid is one which conforms to all the terms, conditions & specifications without material deviation or reservation which

- i) affects in any substantial way the quality or scope of the work.
- ii) limits in any substantial way the scope of work
- iii) is inconsistent with the Bidding document
- iv) affects unfairly the competitive position of other Bidder(s).

Bids not found Substantially Responsive are liable to be rejected. Conditions if added by the Bidder, which have adverse bearing on the cost and scope of tendered work shall make the Tender/ Bid liable to disqualification.

2.29 CORRECTIONS OF ERRORS IN BIDS

Bids will be checked for any arithmetical error and will be corrected by the Employer irrespective of concurrence of the Bidder. In case any difference is found in the figures and words of the Quoted Percentage, value stated in word shall only be considered for evaluation. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Security will be forfeited.

2.30 EVALUATION AND COMPARISON OF BIDS

NITCON will only evaluate and compare the Bids determined to be Substantially Responsive. In evaluating Bids, NITCON will determine, for each Bid, the Evaluated Bid Price by adjusting the Bids Price as follows:

- i. making any corrections for errors.
- ii. making an appropriate adjustment for any discount and

NITCON reserves the right to accept or reject any variation, deviation or alternative offers. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in the accrual of unsolicited benefits to NITCON shall not be taken into account in Bid evaluation.

2.31 AWARD OF CONTRACT

NITCON will award the Contract to the Bidder whose Bid has been determined to be Substantially Responsive to the Bidding Documents and whose financial bid is found to be the Lowest.

2.32 NOTIFICATION OF AWARD

Prior to the expiry of the period of Bid validity prescribed by the Employer or any extension thereof, the Employer shall notify the successful Bidder by email and confirmed in writing by registered letter that his Bid has been accepted.

This “Letter of Award” shall contain the fee (as calculated from the estimated Total Sales Value of the project) payable to the successful Bidder in consideration of the execution, completion and maintenance of the Works by the successful Bidder as prescribed in the Contract (hereinafter and in the Conditions of Contract called “the Contract Price”). The notification of Award will constitute the part of the Contract agreement.

2.33 SIGNING OF THE CONTRACT

Subsequent to receipt of the Letter of Award, on a date and time mutually agreed upon, or as specified in the Letter of Award, the successful Bidder or his authorized representative shall attend the office of Managing Director, NITCON Limited, Unit No. 317-A, 3rd Floor, D21, Corporate Park, Sector-21, Dwarka, New Delhi – 110077 for signing of the Contract Agreement as per Annexure -15. Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiture of the Earnest Money Deposit (EMD).

2.34 CORRUPT OR FRAUDULENT PRACTICES

It is required that the Bidders / Agency observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:

- a) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution
- b) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract.

2.35 DELIVERABLES

S. No.	Deliverable / Submission by AASMA	Timelines from Agreement Date
A — Inception & Mobilization		
A1	Inception Report ^{##} — detailed approach, methodology, work plan, deployment & understanding of assignment	10 days
A2	Detailed Project Work Plan / Bar-chart & PERT ^{##} (Design and phased approvals, Preparatory works, Marketing & Sales)	15 days

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S. No.	Deliverable / Submission by AASMA	Timelines from Agreement Date
A3	Mobilization of Key Experts & support team; establishment of Site Office and Sales Office at Siliguri (per Manpower Deployment Plan ^{##})	15 days
B — Surveys, Concept & Detailed Design		
B1	Topographical Survey Report	7 days
B2	Draft Concept Layout Plan / Master Plan with development options (alternatives) ^{##} – For full consumption of available FAR	15 days
B3	Soil / Geo-technical Investigation Report and other Reports incl. seismic, air, water testing etc. as may be required for the Architectural and Engineering Design	30 days
B4	Final Concept Layout Plan & Architectural Building Plan with 3D views, walk-through, PPT & physical model ^{##}	30 days
B5	FAR Statement with utilization of full potential thus maximizing saleable area within admissible FAR	
B6	Preliminary Estimates of all components of the project	30 days
B7	Draft DPR ^{##} — Architectural, Structural, MEP & services drawings (plumbing, electrical, HVAC, fire-fighting, CCTV, IT etc.), landscape, parking & external development, with Estimates & BOQ (DSR/ SOR-based)	45 days
B8	Submission of documents as required by the Department of Urban Development & Municipal Affairs, Govt. of West Bengal and other relevant department / authorities for according all necessary approvals.	45 days
B9	Final DPR ^{##} after incorporating PIU/SMFPL comments	60 days
B10	Structural drawings vetted by IIT / NIT / Jadavpur Univ. / IEST	75 days
B11	Package-wise Documents (Special Conditions, Technical Specifications, BOQ, drawings) for Construction Tenders	75 days
B12	Green Building / GRIHA Registration & Certification (Planning, Design, Tender, Construction & Post-construction phases)	Throughout the Project duration
C — Market, Demand & Financial Studies		
C1	Market Assessment, Feasibility & Financial Analysis Report (city/ catchment/ site analysis, benchmarking)	15 days

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S. No.	Deliverable / Submission by AASMA	Timelines from Agreement Date
C2	Demand Assessment Report + verified database of WB State, & Central Govt. employees (≈ 20 lakhs) with contact details	30 days
C3	Optimal Development Plan & Financial Analysis — product mix, positioning, pricing, phasing; Financial Model (IRR/NPV) & Project Information Memorandum (PIM) for Phase -1 of the Project as defined in the Scope of Works, Clause 2.3	30 days
C4	Fund-Arrangement proposal & compliance with funding-agency requirements, as aligned to the project requirements	As applicable
D — Statutory Approvals, Registrations & Whitelisting; AASMA may obtain phase wise approval as per the approved work plan		
D1	Registration as Real Estate Agent (WBRERA)	30 Days
D2	Whitelisting of Project under PMAY-U 2.0 (AHP – Vertical Model B) & listing on PMAY / WBRERA / SJDA portals / Unified Portal of GOI / State Govt	45 days
D3	All Building Plan Sanctions / SJDA / Town-Planning / Department of Urban Development and Municipal Affairs etc. for Building Permissions	45 days
D4	Environmental Clearance (SEIAA/MoEFCC), Consent to Establish & Operate (WBSPCB), CGWA, Fire & Aviation clearances and any other as applicable.	45 days
D5	WBRERA Registration of the Project (in the name of SPV/ Land Owner)	60 days
D6	Completion of all Registration formalities (WBRERA / SJDA / other State & Central)	75 days
D7	Accordance of All Approvals / Building Permissions (including all SJDA/ State UDD Building Permissions, all MOEFCC SEIAA & WBSPCB Clearances, all WBRERA Registrations & Approvals, etc) as required for receiving Bookings/ Applications/ funds for Dwelling Units from Public at Large.	75 days
E — Branding & Marketing Launch		
E1	Sales, Marketing & Branding Strategy and Media Plan (with timeline & bulk-sale strategy)	15 days
E2	Brand identity, creatives, brochures, offer document / booklet, AV film / walk-through, jingles & collaterals	30 Days
E3	Project Web Portal —development / updation (application window, transparent lottery, results, progress, grievances)	60 days

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S. No.	Deliverable / Submission by AASMA	Timelines from Agreement Date
E4	Mobile App — registration, application status, payment, mortgage NOC	60 days
E5	Establishment of Help Desk, Call Centre (min. 5 executives) & Grievance Portal operational	60 days
E6	Project Web Portal & Mobile application, Helpdesk, Call Centre, Grievance Portal —Operation & maintenance	Throughout the Project duration
E7	Advertisement & public-awareness campaign launch (print, digital, outdoor, Bagdogra Airport, NJP/Jalpaiguri railway, FM, TV)	
(i)	Brand Building of SMFPL and PIU	30 days
(ii)	Project Marketing	60 days
E8	Bulk-buyer outreach — write to & contact PSUs, BSF/CAPF, Railways, Banks, Govt. Depts. for bulk bookings	75 days
E9	Utilize the SJDA website and also other State and Central online/offline Platforms including all online/offline platforms of prominent Bankers of the State (viz. West Bengal Gramin Banks, PNB, SBI, Other Banks etc.) for publication/ invitation of application / Bookings/ Allotment of flats/Units.	75 days
F — Site Preparatory / Development Works		
F1	Requisite approvals for preparatory works	As applicable
F2	Completion of All Site Preparatory Works (including Main Gate & Guard Rooms, Boundary Wall, Site levelling / final earth level, Approach-Road widening (from State Highway till Project Site as per section VI), 2 Toran Dwars on SH Belakoba Road, 1 Toran Dwar on Site Approach Entrance on Dr. Para Rd, Area & road lighting, Landscaping, Internal/ External roads + storm-water drain, River lining, Duplex-plot demarcation etc.)	75 days
F3	Development of Model Flat + Physical Model of the entire Project + Site Offices (AASMA / PIU/ SPV) + Experience Room: all operational	75 days
F4	All preparations, activities for successfully conveying Project Foundation Laying Ceremony Honorable Dignitaries of State & Central Govt.	75 Days
F5	All works, activities for completion of initial Site Preparatory Works for Conveying Project Launching/ Lottery Launching	75 Days

S. No.	Deliverable / Submission by AASMA	Timelines from Agreement Date
	(including aforesaid works Boundary Walling, Main Gate, Toran Dwars, Entrance, Site Office, leveling of entire Site, Area lighting, Physical Model, Project Experience Room, etc.).	
G — Tentative Booking& Sales Plan		
G1	Pre-approval of the project from banks / financial institution for easy availing of housing loans by the buyers	75 days
G2	Facilitation for signing of MoU / Agreement with Central Govt. Employees Associations for bulk bookings	75 days
G3	Facilitation for signing of MoU / Agreement with State Govt. Employees Associations for bulk bookings	75 days
G4	Bulk-buyer booking — phased: 555 flats + 180 duplex plots (T0+2 m); + 555 flats each subsequent month → ≈ 5,625 flats by T0+12 m	12 Months
G5	For Shops’ Buyers/ Buyers of Commercial Spaces	12 Months
G6	Pre-Lottery works (demand survey, help desk, call centre, grievance & web portal, mobile app)	As per bulk booking plan
G7	Lottery event — transparent open lottery / e-auction by eminent personality for State and Central Govt. Employees	
G8	Lottery event — transparent open lottery / e-auction by eminent personality for War Widows / War Victims State and Central Govt. Employees	
G9	Post-Lottery — allotment letters, document scrutiny, Agreement for Sale, bank-loan facilitation, mortgage NOC, name change/co-applicant	
G10	Subsidy / Grants / Incentives facilitation (PMAY, CLSS, other schemes) + pre-approval of Project by bankers	
AASMA shall submit a booking and Lottery Plan for PIU / SMFPL approval		
H — Construction-stage Consultancy Services		
H1	Architectural monitoring & supervision, site inspections, quality surveillance, review meetings	Ongoing during construction
H2	Approval of deviations / substitutions & structural additions / alterations during execution	
H3	On boarding of Following agencies as applicable: Operation, Security, Repairs, Maintenance & Service (OSRM&S) Agency	As per approved Work Plan

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S. No.	Deliverable / Submission by AASMA	Timelines from Agreement Date
	Club Operator (3rd-Party); Mandir Operator (ISKON / Jagannath / Bharat Sevashram); Commercial Shop Sub-Licensees (Mother Dairy, Pharmacy, ATM, Saloons, Cafe etc.); Joint Project Solicitors / Standing Counsel (If required)	
I — Completion, Handover & Close-out		
I1	As-Built Drawings (5 sets) + Completion Report with design / engineering calculations	Upon completion
I2	Occupancy / Completion Certificates	Upon completion
I3	Satisfaction Certificates from buyers / allottees	Upon completion
I4	Customer relations & defect-correction compliance	2 years post-handover
I5	Grievance handling post-possession & standing-counsel / legal support for litigation	Ongoing post-possession
J - Recurring / Periodic Deliverables (throughout the contract period)		
J1	Monthly Progress Report (MPR) — design, approvals, marketing & sales progress	Monthly
J2	Quarterly Progress Report (QPR) + Site Visit Report	Quarterly
J3	Sales & Collection MIS — unsold stock (stock-in-hand), sales made & collection received, outstanding demand	Monthly
J4	Day-to-day sales / booking progress report	Daily / Weekly
J5	Grievance Report (with statistics of solved / unsolved)	Weekly
J6	Follow-up on instalments & collections through Escrow / RERA-compliant mechanism	Continuous
J7	Signing of Agreement for Sale with allottees (in phases)	Till completion
J8	Support in handing over of flats to allottees (in phases)	Till completion
B6 to B12, C, D, E, F, G, H, I, and J shall be applicable for Phase -1 of the Project as defined in the Scope of Works, Clause 2.3		

S. No.	Deliverable / Submission by AASMA	Timelines from Agreement Date
## as per scope of works/ timelines assigned. Scope of Works/ Tender Documents/ Timelines must be adhered while drafting of all the Reports, Plans, Schedules, etc. Anything contrary/ incomplete, shall not be accepted and is deemed rejected.		

2.36 WORK IMPLEMENTATION SCHEDULE

S. No.	Work Implementation Schedule / Deliverables	Timeline of Completion of Activities
1)	Award of Work	T1
2)	Accordance of all statutory approvals (including plan sanction / Building permissions from SJDA / Town Planning Authority by submitting all required documents, fees, expenses; Environment Clearances and Consent to Establish & Operate from PCB/ SEIAA/MOEFCC (as applicable) by submitting all required documents, fees, expenses, compliances etc. by AASMA; accordance of WB RERA Registration and approvals from WB RERA for the project in the name of SPV by submitting all required documents, fees, expenses, etc. by AASMA required for commencing / completing construction and booking / selling of all proposed Built-up areas / Super Built-up Areas / Carpet area. After SJDA / Town Planning Authority's Building Permission / Sanction & WB RERA Approvals for Starting construction activities of the Project (after preparation & finalization of all survey, soil investigation, architectural plans, structural designs & drawings, vetting by competent authority / Jadavpur University / IIT / Equivalent) as also after completion of parallel activities like preparation of tender documents for calling tenders (containing General Conditions of Contract, Special/ additional Special Conditions of Contract, Technical Specifications, Estimates, Bill of Quantities, designs, drawings etc.) and fixation of competent construction agencies.	T1 + 2.5 Months
3)	AASMA must comply to any / all observations, requirements, and obtain all necessary Approvals, Clearances etc. of Pollution Control Board / MoEFCC / CGWA / Local, State & Central Government Departments / Authorities as and when required in the interest of the project for commencing & completion of the project in all respect.	T1 + 2.5 Months (Till Completion / Handover of the Units to End Buyers/ SPV)
4)	Conduct marketing including digital Marketing of the Project mentioning name of PIU, Customer care executives along with its Name and Logo for better transparency	T1 + 2.5 Months

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S. No.	Work Implementation Schedule / Deliverables	Timeline of Completion of Activities
5)	Write and Contact Kendriya Bhandar, BSF, Police Department, CRPF, CISF, Eastern & NeF Railways, Postal Department, IRCON International, RITES, CONCOR, Central Warehousing Corporation, Government Universities, Schools, Colleges, Government Hospitals, All BDOs, All SDOs/SDMs, All DMs, RBI, Government Banks, West Bengal Gramin Banks, West Bengal State Cooperative Banks, State Bank of India, Punjab National Bank, NABARD, NHPC, Postal Department of Central Government, Agriculture Department of Central Government, Private Banks, ARMY, BSF, BRO, NHAI, CPWD, PWD, WBSEDCL, GAIL, BPCL, IOCL, NEEPCO, PGCL, BSNL, All CGOs of West Bengal, All Central Government Departments, All State Government Departments, All State Government undertakings, All Central Government Undertakings, All CPSU Banks, All State Govt & Central Govt Co-operative Banks, All Scheduled & Non-Scheduled Banks, All Gramin Banks, All Defence Organisations, All Organisations under Ministry of Home, Govt. of India, etc: for bulk bookings	T1 + 2.5 Months
6)	Advertise and take up promotional/public awareness activities (including advertisement at both Arrival & Departure Holding Areas of Bagdogra Airport / all incoming & out going flights and at prominent locations at Siliguri Jalpaiguri (including all Entry/Exit Points of NJP Railway Station, Jalpaiguri Town Railway Station, Pani Tanki More Sevoke Road, etc), Local Newspapers, Local Radio, Local T.V Channel campaigning etc about the Project and Invitation of Bookings / applications for Lottery.	T1 + 2.5 Months
7)	Utilize the SJDA website and also other State and Central online/offline Platforms including all online/offline platforms of prominent Bankers of the State (viz. West Bengal Gramin Banks, PNB, SBI, Other Banks etc.) for publication/ invitation of application / Bookings/ Allotment of flats/Units.	T1 + 2.5 Months
8)	i) Completion of all Registration formalities under WBRERA Act/Rules/SJDA norms and any other formalities of Central & State Govt. As required. ii) Registering as a Real Estate Agency for Marketing purposes in the State of West Bengal as required under the Real Estate	T1 + 2.0 Months

S. No.	Work Implementation Schedule / Deliverables	Timeline of Completion of Activities
	(Regulation & Development Act, 2016) framed through by the State	
9)	Requirement/Assessment/ Booking of Bulk Buyers / Preparation of all Drawings/designs /Masterplan /Bird Eye Views/ 3d Views/ Detailed Design drawings including Architectural/ Structural/ firefighting, PHE, Landscaping, HVAC, All Electrical & Power Supply System, All Sewerage, Drainage and water Supply System, etc of the entire Project as well as individual residential units (may be TYPE I, II, III, IV, IVS, V, VI, VII, VIII, etc as per CPWD/ MES Standards), Gates, 5 Star Club Complex with facilities, Mandir, Other Infrastructure developments, etc. Accordingly, preparing Letters for PIU's Brochures along with an Offer document/ Informative Booklet /Project Brochure/ others, etc.	T1 + 4.0 Months
10)	Completing all site developmental works: All Site development works including Main Gates with security rooms, Temporary area lighting illuminated, completion & successful operation of model flat, Completion/ Operation of Physical Model of the Entire Project, Completion/ Operation of Site Office of AASMA / SMFPL/ PIU for marketing purposes and Completion/ Operation of Site Office of TPMA/PMA & Contractor, Completion/operation of Temporary Labour Hutments & Material Storage God owns, completion & Operation of Temporary Construction Power Supply arrangements, Completion & Operation of Water Boring/Water arrangement for Drinking purposes for Labourers and construction water, Completion of all Site/Land Development and Completion of requisite Boundary Wall of the Project. Successful Completion & Finalization of final earth level of the entire project premises. Successful Completion & Widening of All Approach Roads (with requisite permissions from local/State authorities) with all decorative lights & all beautification works, Successful Completion of all Permanent Grand Toran Dwars (duly illuminated with beautiful night views) On SH Belakoba Road (along with obtaining requisite permissions from local/ state govt authorities), Completion of all Site/Land Development and Completion of requisite Boundary Wall of the Project. Successful Completion & Finalization of final earth level	T1 + 4.0 Months

S. No.	Work Implementation Schedule / Deliverables	Timeline of Completion of Activities
	of the entire project premises. Successful Completion of all Internal & External Roads (with requisite road furnitures) of the Project with Storm Water drainage system. Successful Completion of Decorative Road Lighting illuminated, Area Lighting illuminated, landscaping, all beautification works, including all approach Roads (both internal and external) with road furnitures, Boom barriers for Check Post, Gate and Gated Complex, all beautification & landscaping works, all fountains, Outside night view lightings, other related services & works, etc. Successful Completion of demarcation and development of all Plots for Duplexes with beautification works as per Masterplan and as per Project Requirements	
11)	Writing, meeting & taking up with all the potential Bulk Booking Buyers of State & Central Government Employees, Cooperatives, Organizations is to be done by AASMA. PIU shall make their requirements, take their bookings/payments, arrange signing of Agreement for Sale of the proposed residential units/flats (along with about 180 Residential Plots for Duplexes and Commercial Shops) as per the below mentioned Detailed Tentative Schedule: a) For First 555 Flat Buyers + 180 Residential Plots for Duplexes (T1+2 months) b) For Next 555 Flat Buyers (Totalling 1110 Flat Buyers) (T1+ 3 months) c) For Next 555 Flat Buyers (Totalling 1665 Flat Buyers) (T1 + 4 months) d) For Next 555 Flat Buyers (Totalling 2220 Flat Buyers) (T1 + 5 months) e) For Next 555 Flat Buyers (Totalling 2775 Flat Buyers) (T1 + 6 months) f) For Next 555 Flat Buyers (Totalling 3330 Flat Buyers) (T1 + 7 months) g) For Next 555 Flat Buyers (Totalling 3885 Flat Buyers) (T1 + 8 months) h) For Next 555 Flat Buyers (Totalling 4440 Flat Buyers) (T1 + 9 months) i) For Next 555 Flat Buyers (Totalling 4995 Flat Buyers) (T1 + 10 months)	T1 + 12.0 Months

S. No.	Work Implementation Schedule / Deliverables	Timeline of Completion of Activities
	j) For Next Balance Buyers (Totalling 5625 Flat Buyers, more or less) (T1+12 months) k) For Shops' Buyers/ Buyers of Commercial Spaces (T1+ 10 months)	
12)	Accordance of all Statutory approvals including SJDA / Town Planning Authority' s Building Permissions, Plan sanctions / WBRERA Approvals / EC from SEIAA/ Consent to Establish & Operate from PCB (by submitting all necessary documents, fees, expenses, compliances, etc) for starting construction activities of the Project and for enabling of receiving money towards bookings/advances from End Buyers: After assessment of Booking Buyers Requirements, AASMA may after preparation & finalisation of all survey, soil investigation, architectural plans, structural designs & drawings, vetting by competent authority/ Jadavpur University/ IEST Shibpur/ IIT Kharagpur/Equivalent as also after completion of parallel activities like preparation of tender documents for calling of tender(containing general conditions of contract, special / additional special conditions of contract, technical specification, estimates, bill of quantities, design, drawings) and fixation of competent construction agencies accordingly	T1 + 6.0 Months
13)	AASMA must comply to any/all observations, requirements, and obtain all necessary approvals, etc of Pollution Control Board/ MoEFCC / CGWA/ Local, State & Central Government Departments/ authorities as and when required in the interest of the Project to commence and complete the Project.	T1 + 6.0 Months
14)	i) Booking, Selling, Soliciting, Buyers for marketing the flats (As specified by SMFPL) ii) Conducting Pre-Lottery (Branding, Demand Survey, Advertisement, Marketing Strategy, Help Desk, Call Centre, Grievance Portal, Web Portal, Mobile App etc.), Lottery stage and post Lottery (keeping SMFPL totally apprised of the same). iii) Conducting Lottery with hands of Union Ministers / Chief Minister/Governor and also allotting 1% of Units to War	T1 + 6.0 Months

S. No.	Work Implementation Schedule / Deliverables	Timeline of Completion of Activities
	Widows War Victims of West Bengal State/North Bengal origin (Tribute to National Heroes)	
15)	i) Arranging available Subsidy/ Grants/ Incentives available under different schemes of State and Central Govt. Like CLSS, PMAY, etc. for availing the same to unit buyers as per eligibility and norms. Landowner (SMFPL) shall extend all necessary documents, supports (both online and offline) etc. as per requirement of the Unit Buyers ii) To do all needful for Pre-Approval of the Project by prominent Bankers for convenience of Buyers	T1 + 8.0 Months
16)	Follow up with prospective allottees regarding payment of instalment	Till Completion of the Project
17)	Signing of Agreement in association with SMFPL with allottees / Buyers (in phases)	
18)	Handing over of Flats to the Allottees (in phases)	

2.37 PAYMENT TERMS

SCHEDULE OF PAYMENT				
Sl. No.	From Unit Buyers			Instalment payment to AASMA on receipt of corresponding payment from buyers and receipt of invoice as per mentioned below (Where X is the percentage fee quoted by the bidder)
	Instalment No.	Installment (% of Total Price)	Due Date (Tentative)	(Payment to be made after successful completion of all activities mentioned below)
1	1	25%	A	40% of X
2	2	30%	A + 8 months	15% of X

3	3	30%	A + 8 months + 10 months	20% of X
4	4	15%	At the time of satisfactory Handing Over to the Allottee	25% of X

Note: -

- a. AASMA's payment shall be calculated based on the quoted percentage of the actual sales realization achieved; in accordance with the prescribed payment terms. However, the total payable amount shall be subject to the amount derived from its financial Quotation.
- b. In case of any cancellation, entire fees shall be adjusted / deducted from amount paid / payable to AASMA for the said unit.
- c. No claim /additional fees on account of any price variation/ Escalation on whatsoever ground shall be entertained at any stage of work. Quoted Percentage of Total Sales Value shall be firm and fixed for entire contract period as well as extended period for completion of the works.
- d. The Agency fee includes planning, market survey, site visits, site offices, review, deployment of adequate manpower, marketing, advertisements, engagement of sub-agencies, engagement of personalities for advertisements, travel expenses and any other expense as may be applicable to execute the mentioned Scope of Work etc.
- e. Agency shall submit his bill along with full description about service provided/ Works executed.
- f. Payment for part work completed can be considered/ worked out on pro-rata basis, if required.
- g. Agency shall not claim payment against pending services or incomplete stages of work.
- h. All payments paid to Agency are payments in the form of running account bills/ advance (as applicable) & it can be adjusted at any stage as well as during finalization of final bill.
- i. The cost of references to be made by AASMA to his in-house professional experts or outside professional experts are included in the quoted fees and nothing extra will be paid by NITCON on this account.
- j. NITCON reserves the right to carry out the services independently from any other service Agency if desired & payment will be made to concerned Agency which shall be adjusted from the payment to be made under this contract.
- k. In case only a part of the project is continued beyond any stage of work, no further payment shall be made to AASMA for the work not executed. Further payments shall be released proportionate to the work continued beyond the above stage of work.
- l. No additional fee shall be paid on account of site visits / market visits / market surveys / meetings with client or owner etc.

- m.** The Bidders shall fully familiarize themselves about the applicable taxes (Such as income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the bidders in the financial proposal.
- n.** The payments shall be made only on back-to-back basis upon receipt of payment from the Client/ Owner and no interest is payable on account of delay if any. AASMA acknowledges that under the present Contract, NITCON is only working as intermediary between Sikaria Mega Food Park Private Limited (SMFPL), being Principal Client and Agency. Thus, AASMA unconditionally acknowledge that the payments under the present Contract shall be made proportionately by NITCON only on back-to-back basis i.e., after 21 days subject to receipt of payment from SMFPL being Principal Client. AASMA also unconditionally agree that in the event the payment or part thereof, under the present Contract is not received from Client, then NITCON &/or any of its Employee/ Officer shall not be responsible to pay any amount to AASMA. The said condition shall supersede any and all other conditions of Contract/ Agreement/ Work Order/ Arrangement between the parties.

(1) Instalment No.1

This payment shall only be made after completion of the following activities:

- i.** To be paid after completion of: All Registration formalities under WB RERA Act/Rules (detailed in Scope of Work, BROAD SCOPE OF WORK, DETAILED SCOPE OF WORK, Detailed in Scope of Work, Work Implementation Schedule, Deliverables, etc. and as per requirement of the Project), SJDA norms, State Government / Central Govt. Local Authorities etc. and any other Law/ Rules laid down by any Govt. as required.
- ii.** To be paid after completion of: AASMA shall do all needful including marketing, selling, collection, conducting lotteries, advertisements, Online & Offline advertisements, public awareness, Customer satisfaction, etc. as, required in the interest of the Project.
- iii.** AASMA shall appoint a dedicated Officer for the same on behalf of AASMA.
- iv.** To be paid after completion of: AASMA shall work in establishing the brand of SMFPL & PIU in the region/ territory/state first by setting up dedicated State Office at Siliguri, necessary public awareness campaigning in the state about SMFPL & PIU and its activities of national repute).
- v.** To be paid after completion of: Conducting advertisements in Media, Website, Banners etc. Publish Brochures etc.
- vi.** To be paid after Booking, Selling, Soliciting Buyers for selling the flats as specified by PIU/SMFPL.
- vii.** To be paid after completion of Conducting Pre-Lottery, Lottery & Post Lottery and keeping SMFPL & PIU apprised of the same.
- viii.** To be paid after completion of necessary Follow ups with prospective allottees regarding payment of instalments.

- ix.** To be paid after completion of Registering PIU as a Real Estate Agency in the State of West Bengal as required under the Real Estate (Regulation and Development Act, 2016) framed thereunder by the State.
- x.** To be paid after completion of Appointing of eligible Sub-Marketing Agency/ PR Agency / RERA Expert Agency (if required)
- xi.** To be paid after Opening of a full-fledged site office with all latest facilities and posting of experienced personnel as also opening of a similar site office for SMFPL & PIU.
- xii.** To be paid after completion of Collecting list of all State Government employees and contacting each of them (through its marketing team) and convert the leads into Sales.
- xiii.** To be paid after AASMA (for and on behalf of PIU) writes and coordinate with bulk Government buyer organizations for early sales.
- xiv.** To be paid after completion (AASMA shall do all needful for) of pre-approval of Project by the prominent Bankers for convenience of Buyers
- xv.** To be paid after completion of (AASMA shall organize lottery with help of PIU / SMFPL and also allot 1% of Units to War Widows/War victims of West Bengal State Origin, as a tribute to our National Heroes).
- xvi.** To be paid after completion of any other additional activity as assigned by SMFPL in the interest of the Project.
- xvii.** To be paid after completion of Accordance of all statutory approvals (including Plan sanction from SJDA/Town Planning Authority by submitting all required documents, fees, expenses; Environment Clearance and Consent to Establish & Operate from PCB /SEIAA /MOEFCC (as applicable) by submitting all required documents, fees, expenses, compliances, etc. by AASMA; accordance of West Bengal RERA Registration and approvals from WBRERA for the Project in the name of SPV by submitting all required documents, fees, expenses, etc. by AASMA required for commencing/ completing and booking/selling of all proposed Built-up areas/Super Built-up areas/ Carpet area. After SJDA/ Town Planning Authority sanction & WBRERA Approvals for starting construction activities of the Project (after preparation & finalization of all survey, soil investigation, architectural plans, structural designs & drawings, vetting by competent authority / Jadavpur University/ IIT/ Equivalent) as also after completion of parallel activities like preparation of tender documents for calling of tender (containing general conditions of contract, special / additional special conditions of contract, technical specification, estimates, bill of quantities, design, drawings) and fixation of competent construction agencies. AASMA must comply to any/all observations, requirements, and obtain all necessary approvals, Clearances, etc. of Pollution Control Board/ MoEFCC/CGWA/Local, State & Central Government Departments/authorities as and when required in the interest of the Project.

- xviii.** To be paid after completion of all Site Preparatory Works (BROAD SCOPE OF WORK, DETAILED SCOPE OF WORK, Detailed in Scope of Work, Work Implementation Schedule, Deliverables, etc.) and as per requirement of the Project.
- xix.** To be paid after completion of all the Works (as per BROAD SCOPE OF WORK, DETAILED SCOPE OF WORK, Detailed in Scope of Work, Work Implementation Schedule, Deliverables, etc.) and as per requirement of the Project.
- xx.** To be paid to AASMA after completion of any other additional activity as assigned by SMFPL in the interest of the Project.

(2) Instalment No. 2 & 3

This payment shall only be made after completion of the following activities:

- i. To be paid after signing of Agreement (in association with SMFPL) with allottees/buyers.
- ii. To be paid after AASMA shall do all needful for pre-approval of Project by the other prominent Bankers for convenience of Buyers.
- iii. To be paid to AASMA after approval/release (pro-rata) to Unit Buyers available subsidy/grants/Incentives available under different schemes of State and Central Government like CLSS, PMAY, etc. AASMA shall do all needful for availing the same to Unit Buyers as per eligibility and norms. Landowner, PIU and AASMA shall extend all necessary documents, support (both online and offline), etc. as per requirement of the Unit Buyers.
- iv. To be paid after Completion of all the Works (as per BROAD SCOPE OF WORK, DETAILED SCOPE OF WORK, Detailed in Scope of Work, Work Implementation Schedule, Deliverables, etc.) and as per requirement of the Project.
- v. To be paid after completion of all activities partly/fully pending from prior instalment activities/milestones
- vi. To be paid after completion of any other additional activity as assigned by SMFPL in the interest of the Project.

(3) Instalment No. 4

This payment shall only be made after completion of the following activities:

- i. To be paid after satisfactory handing over the flats to be Allottees.
- ii. To be paid after Appointment of Operation, Security, Repairs, Maintenance and Service (OSR&MS) of the Entire Project Area
- iii. To be paid after Appointment of Operation, Security, Repairs, Maintenance and service (OSR&MS) of the 5 Star Club Facilities
- iv. To be paid after completion & operation of the temple in the society.
- v. To be paid to AASMA after completion & operation of all Commercial Shops for daily needs, as per agreement, TOR, etc.

- vi. To be paid to AASMA after completion all activities partly/ fully pending from prior instalments activities/milestones
- vii. To be paid to AASMA after completion of any other additional activity as assigned by SMFPL in the interest of the Project.
- viii. To be paid after Completion of all the Works (as per BROAD SCOPE OF WORK, DETAILED SCOPE OF WORK, Detailed in Scope of Work, Work Implementation Schedule, Deliverables, etc.) and as per requirement of the Project.

2.38 MOBILIZATION ADVANCE

An interest-bearing mobilization advance to the extent of Rupees Twenty-Two Crores (22 Cr.) shall be released on request of agency and on submission of Standby Letter of Credit (SBLC) from Nationalized/ Scheduled commercial Bank for the amount equal to 110% of the requested amount of mobilization advance and valid till the advance amount is fully recovered. The interest rate and computing norms shall be as per SBI Lending Rate and other provisions of SBI for Real Estate Sector. The interest shall be calculated from the date of payment to the date of recovery both days inclusive. The Mobilization Advance shall be paid in minimum two instalments.

- (a) Up to 50% of Mobilization Advance amount may be claimed post award of work and signing of agreement for the project till booking of initial 10% of units/ flats in the project
- (b) The balance 50% of the Mobilization Advance amount may be claimed only after booking of 10% of units / flats in the project and submission of utilization certificate of initial 50% of the mobilization advance amount.

2.39 INTEREST & RECOVERY

The mobilization advance in 2.38 is interest bearing. The interest rate and computing norms shall be as per State Bank of India (SBI) Lending Rate and other provisions of SBI for Real Estate Sector and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of Mobilization Advance shall be made by the deduction from the Agency's Invoices / bills at the rate of 10% of the Invoice amount together with interest due on the entire outstanding amount up to the date of recovery of the installment.

2.40 SECURITY DEPOSIT AND PERFORMANCE SECURITY

A sum of Rs. Eleven Crores (11 Cr.) shall be deposited by the successful tenderer as Performance Security in the form of Bank Guarantee.

In addition to the performance security stated above, amount equivalent to 5% of each

Running Bills as per Payment Terms shall be retained as Security Deposit. In case the successful agency request for non-deduction of Security Deposit from its running bills, then the agency shall submit a Security Bank Guarantee equivalent to that amount.

Performance Security shall be released upon successful completion of the project and issuance of Completion Certificate by PIU and Occupancy Certificate by Competent Authority. Security Deposit shall be released upon successful handing over of all the units / flats in the project.

2.41 RISK PURCHASE CLAUSE

If AASMA fails to deliver the whole or any part of the goods or services within the stipulated delivery period mentioned in the Tender Document / Agreement, PIU shall be entitled to terminate the contract and to purchase the same or “the best and the nearest available substitute” from elsewhere at the risk and cost of AASMA either the whole or any part of the goods/ Services. In case of deviation or non-acceptance of Risk Purchase Clause, offer shall be liable for rejection. Risk & Cost Amount payable by AASMA or recoveries in-lieu of Risk Purchase may be recovered from AASMA by encashing/ invoking Bank Guarantee, Security Deposits available with PIU against the same or any other contract or may be adjusted against dues payable to AASMA by PIU against other purchase orders/ contracts/ work orders etc. by any unit/ region etc. of PIU.

SECTION-III

ANNEXURES

SECTION-III - ANNEXURES

Covering Letter

To
NITCON Limited
Unit No. 317-A, 3rd Floor
D21, Corporate Park,
Sector-21, Dwarka
New Delhi - 110077

Subject: Submission of bids for the work of _____

Sir,

Having examined the details given in Bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed Annexures (Annexure ___ to ___) and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Employer to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize Employer to approach individuals, our previous employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

Certificate:

It is certified that the information given in the enclosed eligibility Bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Seal of Bidder

Date of submission:

Signature(s) of Bidder.

Letter of Transmittal

(On Applicant's letter head)

To,

.....

.....

.....

Sub: Letter of Transmittal – Submission of Technical Bid.

Dear Sir / Madam:

With reference to your Tender Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for _____. The proposal is unconditional and unqualified.

1. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Bidder, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Bidder for the aforesaid assignment.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - a) I/We have examined and have no reservations to the Tender Document, including any Addendum issued by the Authority.
 - b) I/We do not have any conflict of interest in accordance with the Tender Document.
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the Tender document, in respect of any tender or request for proposal issued

by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- d)** I/We hereby certify that we have taken steps to ensure that inconformity with the provisions of the Tender Document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
- 7.** I/We understand that Authority may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Applicants in accordance with the Tender Document.
- 8.** I/We declare that we are not related in any form with any other Organization applying for Selection as a Bidder.
- 9.** I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 10.** I/We further certify that no investigation by a regulatory authority is pending either against us or against to be engaged team members.
- 11.** I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Bidder or in connection with the Selection Process itself in respect of the above-mentioned Project.
- 12.** I/We agree and understand that the proposal is subject to the provisions of the Tender Document. In no case, shall I/we have any claim or right of whatsoever nature if the Services for the assignment is not awarded to me/us or our proposal is not opened or rejected.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Tender Document.

Yours faithfully

(Signature, name, and designation of the authorised signatory)

(Name and seal of the Applicant)

Annexure 1 - General Information

To be submitted for all the consortium members in case of consortium.

1.	Name of Agency	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization:	
6.	Place and Year of Incorporation	
7.	Details of Registration of Proprietor/ Partners / Directors with various Institutions	
8.	Name of Directors/Partners in the organization and their status along with their qualifications.	
9.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with Employer (Attach copy of power of Attorney)	
1	Organization Chart of Key Personnel	
1	Details of Awards/Appreciations supported with document to be submitted.	
1 2	Bank Details Name of the Bank: Account Number: IFSC Code: Name & Address of the Branch: MICR Code:	

Signature of Bidder with Seal

Annexure 2 - Form of Integrity Pact

To,
NITCON Limited
Unit No. 317-A, 3rd Floor
D21, Corporate Park,
Sector-21, Dwarka
New Delhi - 110077

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that NITCON Limited is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the Tender/Bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main Contract, which will come into existence when Tender/Bid is finally accepted by NITCON. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement; while submitting the Tender/Bid, Employer shall have unqualified, absolute and unfettered right to disqualify the Tenderer/Bidder and reject the Tender/Bid in accordance with terms and conditions of the Tender/Bid.

Yours faithfully
(Duly authorized signatory of the Bidder)

Integrity Agreement

[To be submitted on Stamp paper of minimum Rs. 100 duly attested by Notary / Magistrate]

This Integrity Agreement is made at on this..... day of 2026

BETWEEN

NITCON Limited, Delhi

hereinafter referred as “the Employer” (which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Agency)

hereinafter referred to as the “Bidder/ Agency” (which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

(Details of duly authorized signatory)

Preamble

WHEREAS the Employer has floated the Tender (NIT No.)
(Hereinafter referred to as “Tender/Bid”) and intends to award, under laid down
organizational procedure, Contract for.....
(Name of work) hereinafter referred to as the “Contract”.

AND WHEREAS the Employer values full compliance with all relevant laws of the land, rules,
regulations, economic use of resources and of fairness/transparency in its relation with its
Bidders.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter
into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the
terms and conditions of which shall also be read as integral part and parcel of the Tender/
Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties
hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Employer

(1) The Employer commits itself to take all measures necessary to prevent corruption
and to observe the following principles:

- (a) No employee of the Employer, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Employer shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/ Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/ Agency(s)

- (1) It is required that each Bidder/ Agency (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Employer all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a Contract.
- (2) The Bidder(s)/ Agency (s) commits himself to take all measures necessary to prevent corruption.
He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- (a) The Bidder(s)/ Agency (s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/ Agency (s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/ Agency (s) will not commit any offence under the relevant IPC/PC Act.

Further the Bidder(s)/ Agency (s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ Agency (s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/ Agency (s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could Bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one Manufacturer, he shall not be allowed to quote on behalf of another Manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/ Agency (s) will, when presenting his Bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/ Agency (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/ Agency (s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Employer interests.

(5) The Bidder(s)/ Agency (s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Agency (s) and the Bidder/ Agency accepts and undertakes to respect and uphold the Employer's absolute right:

1. If the Bidder(s)/ Agency (s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days' notice to the Agency shall have powers to disqualify the Bidder(s)/ Agency (s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/ Agency from future Contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Employer. Such exclusion may be forever or for a limited period as decided by the Employer.
2. Forfeiture of EMD/ Performance Security/ Security Deposit: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Security and Security Deposit of the Bidder/ Agency.
3. Criminal Liability: If the Employer obtains knowledge of conduct of a Bidder or Agency, or of an employee or a representative or an associate of a Bidder or Agency which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Agency as deemed fit by the Employer.

3. If the Bidder/ Agency can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Agency(s)/ Sub Agency(s)

1. The Bidder(s)/ Agency (s) undertake(s) to demand from all Sub Agency a commitment in conformity with this Integrity Pact. The Bidder/ Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub Agency(s)/sub- vendors.
2. The Employer will enter into Pacts on identical terms as this one with all Bidders and Agencies.
3. The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Agency /Vendor 12 months after the completion of work under the Contract or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the PIU/ SMFPL or the Employer.

Article 7: Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Employer, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Agency is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Employer in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of the Employer)

..... (For and on behalf of the Bidder/ Agency)

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place:

Dated:

Annexure 3 - Undertaking Regarding Blacklisting / Non - Debarment

|| AFFIDAVIT ||

**[Affidavit on Non-Judicial Stamp Paper of Rs.100/- duly attested by Notary / Magistrate]
(To be submitted by all consortium members separately in case of consortium)**

I/We, _____, son/daughter of _____, aged about _____ years, resident of _____, presently authorised representative/proprietor/partner/director of M/s _____, having its registered office at _____, do hereby solemnly affirm and state as under:

1. That I/We am/are duly authorised to submit this affidavit/undertaking on behalf of M/s _____ for participation in the tender/bid process.
2. That all the information, documents, certificates, statements and data submitted by the bidder in connection with the aforesaid bid/tender are true, correct, complete and authentic to the best of my/our knowledge and belief and nothing material has been concealed therein.
3. That the bidder has not been declared ineligible for corrupt or fraudulent practices by any Central Government Department, State Government Department, Board, Corporation, Government Society, Autonomous Body, Public Sector Undertaking (PSU), or any other Government Agency as on date.
4. That the bidder has not been blacklisted, debarred, suspended, banned, or otherwise disqualified by any Central Government Department, State Government Department, Board, Corporation, Government Society, Autonomous Body, Public Sector Undertaking (PSU), or any other Government Agency for any reason whatsoever as on date.
5. That the bidder is not insolvent, in receivership, bankrupt, or being wound up, and no proceedings for insolvency, liquidation, dissolution, or winding up have been initiated or are pending against the bidder.
6. That the affairs of the bidder are not being administered by any Court, Tribunal, Resolution Professional, Judicial Officer, or any statutory authority as on date.
7. That the business activities of the bidder have not been suspended, restrained, or prohibited by any Statutory authority/ Government organisation as on date.
8. That the bidder is not subject to any legal proceedings for any of the matters mentioned hereinabove as on date.
9. That in case any information submitted by the bidder is found to be false, incorrect, misleading, or fabricated at any stage, the Employer/Authority shall be fully justified in rejecting/cancelling the bid and taking any action as deemed fit, including forfeiture of EMD/Security Deposit, termination of contract, blacklisting, and initiation of legal proceedings.
10. That this affidavit is being submitted for participation in the tender process and shall form an integral part of the bid documents.

Signature with Seal of the Deponent (bidder)

Annexure 4 - Declaration by the Bidder

**[Affidavit on Non-Judicial Stamp Paper of Rs.100/- duly attested by Notary / Magistrate]
(To be submitted by all consortium members separately in case of consortium)**

This is to certify that We, M/s _____, in submission of this offer confirm that: -

We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. We have carefully gone through the Instructions to Bidders (ITB) and all the documents, Forms & Annexure, etc. mentioned therein. We have also carefully gone through the NIT, General Conditions of Contract, Forms & Annexures etc. to be submitted duly filled up & notarized in the form of Affidavit, where applicable, and time of completion (which is sacrosanct) of work of “_____”.

- i. Our tender is offered taking due consideration of all factors including site information and conditions of each and every proposed location of the upcoming Township stated in the detailed Instructions to Bidders to execute the work up to the standards as laid out in Scope of Work and other sections of ITB.
- ii. We promise to abide by all the stipulations of the Contract documents and carry out and complete the work to the satisfaction of the Employer.
- iii. We also submit that we have Organizational Structure comprising adequate Technical Personnel in the line of requirement. We also agree to accomplish the job entrusted to us in the stipulated time laid out in document except situations not under our control.
- iv. We have not made any misleading or false representation in the forms, statement and attachments in proof of the qualification requirements;
- v. We do not have records of poor performance such as abandoning the work, not properly completing the Contract, inordinate delays in completion, litigation history or financial failures etc.
- vi. Business has not been banned with us by any Central / State Government Department/Public Sector Undertaking or Enterprise of Central / State Government.
- vii. We are not barred/ blacklisted presently by any Department, Authority or body corporate under the Govt. of India or any state Govt.
- viii. We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- ix. We are financially sound and have not applied or be under corporate debt restructuring.
- x. List of Similar Works satisfying Qualification Criterion as indicated hereinafter, does not include any work which has been carried out by us through a Sub Agency on a back-to-back basis.
- xi. The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- xii. We understand that in case any statement/information/document furnished by us or to be furnished by us in connection with this offer, is found to be incorrect or false, our business dealing will be banned.

SEAL, SIGNATURE & NAME OF THE BIDDER (Authorized Person Signing this document)

Annexure 5 - Format of no Deviation Certificate

(To be submitted on Bidder's Letter Head)

To
NITCON Limited
Unit No. 317-A, 3rd Floor
D21, Corporate Park,
Sector-21, Dwarka
New Delhi - 110077

Subject: No Deviation Certificate for ----- (name of Work /Project)

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document including any corrigendum / addendum and replies to pre-bid queries. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Yours faithfully,

Signature, name and designation of
the Authorized signatory)

Name and seal of Bidder

Date:

Place:

Annexure 6 - Undertaking for Manpower Deployment

[Affidavit on Non-Judicial Stamp Paper of Rs.100/- duly attested by Notary / Magistrate]

This is to certify that We, M/s _____, in submission of this offer confirm that: -

We have carefully gone through the Instructions to Bidders (ITB) and all the documents, Forms & Annexures, etc. mentioned therein. (Which is sacrosanct) of work of “_____”.

- i. Our tender is offered taking due consideration of all factors including site requirements information and conditions of each and every proposed location of the upcoming Township stated in the detailed Instructions to Bidders to execute the work up to the standards as laid out in Employer’s Requirements and other sections of ITB.
- ii. We agree to employ at our cost adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose, the numbers to be deployed, their qualifications, experience as decided by NITCON shall be final and binding on us. We shall not be entitled to any extra payment in this regard.
- iii. NITCON shall have full power and without giving any reason to us, immediately to get removed any representative, staff and workmen or employees on account of misconduct negligence or incompetence or whose continued employment may in his opinion be undesirable. We shall not claim any compensation on this account.
- iv. The minimum number of Technical Staff required is mentioned in the tender documents. However, the decision of the PIU of employer as to the number of Technical Staff to be adequate for the project and the period for which the required technical staff is required shall be binding on us.
- v. We shall deploy additional manpower as deemed fit and required to complete the project within stipulated completion period, without any additional cost to the Employer.

SEAL, SIGNATURE & NAME OF THE BIDDER (Authorized Person Signing this document)

Appendix to this annexure shall comprise the schedule of deployment of Manpower

The Bidder shall furnish the proposed deployment schedule of key and support personnel in the following format: Sl. No.; Name; Position / Designation; Qualification; Total / Relevant Experience (years); Proposed Man-Months; and Phase of Deployment (Design / Approvals / Marketing / Sales / O&M).

[Bidder to insert the personnel deployment table and bar chart covering the full assignment period, consistent with the Key Personnel & Resource Deployment requirements of the TOR.]

Signature / Stamp: _____ (Authorised Signatory – Bidder)

Annexure 6A - Format of Curriculum Vitae (CV) for Proposed Key Personnel

Particulars

Name of Personnel	:	
Profession	:	
Membership with Professional/ Statutory Bodies	:	
Years with Firm	:	
Nationality	:	
Area of Specialization		
Proposed Position on Team	:	

Key Qualifications

Project Details	Degree of responsibility/ Experience

Education

Particulars	Name of Institute/Membership /CoA Number	Year

Relevant Experience

Position held	
Duration	
Location	
Types of activities Performed	
Names of relevant projects handled	
Client References	

Languages Known

Language	Speaking	Reading	Writing

Signature of the staff

Signature of the authorized representative

Annexure 7 - Financial Information - Turnover

Financial Analysis: Details to be furnished duly supported by figures in balance sheet for last 3 years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department

Years	Annual turnover	Net Worth as on last date of the financial year
2022-2023		
2023-2024		
2024-2025		
Average		

Signature of Chartered Accountant
(with Seal)
UDIN No.

Signature of Bidder(s) (with Seal)

Annexure 8 - Financial Information – Profit & Loss

Profit/ Loss Statement: Details to be furnished duly supported by figures in profit/ loss statement sheets for last 5 years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department

Years	PROFIT	LOSS
2020-2021		
2021-2022		
2022-2023		
2023-2024		
2024-2025		

Signature of Chartered Accountant
(with Seal)
UDIN No.

Signature of Bidder(s) (with Seal)

Annexure 9 – Draft Form of Solvency Certificate

(from a Nationalized Bank/ Scheduled Indian bank approved by Reserve Bank of India (RBI))

To

NITCON Limited
Unit No. 317-A, 3rd Floor
D21, Corporate Park,
Sector-21, Dwarka
New Delhi - 110077

Name of the work: _____

This is to certify that to the best of our knowledge and information that M/s.
..... having marginally noted address, a customer of our Bank
are/is respectable and can be treated as good for any engagement up to a limit of Rs.....
(Rupees.....). This certificate is issued without any Guarantee or
responsibility on the Bank or any of the officers.

(Signature) For the Bank with seal

Name:

Designation:

Power of Attorney No. :

NOTE:

1. Solvency Certificate should be issued from a Nationalized / Scheduled bank.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

Annexure -9A: Draft Form for Banker's Certificate from a Commercial Bank

This is to certify that to the best of our knowledge and information that M/s./ Sh.....having marginally noted address,as a Customer of our bank are/ is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

NOTE

1. Banker's Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

Annexure 10 - Details of Similar Works Executed During Last 10 Years

(To be filled in by Sole bidder / separately for every consortium member)

Sl.	Name of the Project	Details of Activities (Scope of Works)	Client / Owner	Type of Client (Government/ Private)	Built-up area handled / sold (sq. ft.)	Carpet area handled / sold (sq. ft.)	Project Cost	Period (From – To)
1								
2								
3								

Note:

- a) Work orders & completion certificates / client certificates and, for private-sector works, Work order and TDS certificates/ CA Certificate for total payment received shall be attached.
- b) The bidder shall specifically mention the built-up area and/ or the carpet area handled / sold as per the eligibility requirement in Clause no. 2.7.1 & 2.7.2
- c) The bidder shall specifically provide details of the activities undertaken for obtaining statutory and approvals, including but not limited to RERA registration, building plan approvals, fire safety approvals, environmental clearances, AAI approvals, and other applicable permissions, as part of the cited experience credentials.

Signature of Bidder with Seal

Annexure 10 A - Details of Projects Executed by the Bidder During Last 10 Years

(To be filled in for every project separately)

Project Name:		
Project Location Within Country:		Key Features of the Assignment:
Nature of Client		
		Cost (Rs Lakhs):
Start Date (Month/Year)	Completion Date (Month/Year)	Approx. Value of Services (in INR):
Description of the Project:		
Description & Samples of actual Services provided:		

- a) Bidder shall submit details of all the assignment in the above specified format
- b) Bidder shall submit the completion certificate / work order (as applicable) duly signed by the concerned not less than the level of Executive Engineer or appropriate signing authority. For the works executed for private sector/ Client, the bidder shall submit the work orders and completion certificates in support of projects completed issued by not below the rank/level of Director / Partner / Proprietor in client's organization.
- c) Use separate sheet for each Project.
- d) The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

Annexure 11 - Format for Letter for Financial Bid
(On the letter head of the Company)

To
NITCON Limited
Unit No. 317-A, 3rd Floor
D21, Corporate Park,
Sector-21, Dwarka
New Delhi - 110077

Sub: Submission of Financial Bid

Sir,

Having reviewed and fully understood all the requirements of Bid submission provided in the tender document, I/we hereby submit our Financial Proposal on single percentage rate as per scope of work and other terms & conditions mentioned in tender document.

1. I/We have read and examined all the Sections of Bid document i.e. Notice Inviting Tender, Instruction to Bidders, General Conditions of Contract, Additional Conditions of Contract, Bill of Quantities, etc. Specifications and all other contents in the bid document.
2. I/We hereby agree for the execution of the work within the specified time as mentioned in the bidding document.
3. I/We hereby submit that our quoted rates and amount thus derived includes all associated costs with the project including any out of pocket / mobilization expenses, buildings and other construction workers welfare cess, insurance, TDS, taxes, royalties if any applicable as per Government norms. We shall be reimbursed only the actual amount of GST on submission of proof of deposit of GST.
4. I/we hereby agree that if at any time during the entire period of contract the Employer observes that I/we have not deposited the GST to the Government as per norms, the same shall be deducted from any amount payable to us.
5. I/We agree to keep the bid open for One Hundred Eighty (180) days from the last date of submission of Bid, including extension, if any.
6. I/we understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive. If our Bid is accepted, we commit to submit a Performance Security in accordance with the Bidding Documents.
7. I/We agree to be bound by this offer if we are the selected Agency for this project.

For and on behalf of:

Signature:

Name of Authorized Signatory:

Designation:

Annexure 12 - Format for Financial Bid

(To be submitted online only)

FINANCIAL BID

Description	Quoted Percentage of Total Sales Value
Providing Comprehensive Services for Architectural, Planning, Designing, Engineering, Accordance of All Statutory Approvals (including all approvals from SJDA, WBRERA, MoEFCC, WBSPCB etc.), Building Permissions, Market Assessment, Financial Services. Assisting in Fund Management, Media Management, Brand management, Legal and Sales Services of about 55.69 Lakh Sq.ft. of Carpet Area / Plot Area of Development of National Industrial Township Project at Siliguri - Jalpaiguri, West Bengal	NOT TO BE QUOTED HERE
Total percentage in words:	

- a) The Estimated Total Sales Value specified in Section I (Notice Inviting Tender) is indicative in nature and has been provided solely for the purpose of bid evaluation. Bidders are advised to undertake their own independent assessment, investigations, and due diligence regarding the Project prior to submission of their Financial Bid. The Consultancy Fee payable to the Agency shall be determined by applying the quoted percentage to the Actual Sales Realization achieved from the Project, and shall be payable strictly in accordance with the payment terms and conditions specified in this Tender Document.
- b) No conditions should be attached.
- c) In case of difference between the words and figures, words would prevail.
- d) The percentage quoted by the bidder shall be inclusive of everything; excluding GST.
- e) The agency shall issue Tax Invoices to NITCON Limited showing (i) Basic Amount (ii) GST Amount separately and the payment of GST will be made to agency only after uploading of bill by agency on GST portal “to avail Input benefit of GST”
- f) “NITCON” shall be performing all its duties of deducting TDS and other deductions on payments made to agency as per applicable legislation in force on the date of submission of bid or to be newly/amended introduced during the execution of the contract

We agree to be bound by this offer if we are the selected agency for this project

For and on behalf of:

Signature:

Name of the Person:

Designation:

Annexure 13- Form of Performance Security

To
NITCON Limited
Unit No. 317-A, 3rd Floor
D21, Corporate Park,
Sector-21, Dwarka
New Delhi - 110077

In consideration of _____ (Employer's name) hereinafter referred to as "the Employer" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to _____ (Agency's name & address) hereinafter referred to as "the Agency " (which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a Contract, by issue of Employer's Notification of Award No. _____ dated _____ and the same having been unequivocally accepted by the Agency, resulting into a Contract valued at Rs. _____ (Rupees only) for _____ (name of work) hereinafter called "the Contract" and the Agency having agreed to provide a Contract Performance Security for the faithful performance of the entire Contract equivalent to Rs. _____. We, _____ (name & address of Bank) hereinafter referred to as "the Bank" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Agency to the extent of Rs. _____ (Rupees only) as aforesaid at any time up to _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Agency. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Employer and further agrees that the Guarantee herein contained shall continue to be enforceable till the Employer discharges this Guarantee.

We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Agency and accordingly discharges the Guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from, time to time to extend the time for performance of the Contract by the Agency. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone

from time to time the exercise of any powers vested in them or of any right which they might have against the Agency and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Agency or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The Guarantee shall not be affected by a change in the constitution of the Bank or of the Employer.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Agency and notwithstanding any security or other Guarantee that the Employer may have in relation to the Agency's liabilities.

We the Said Bank do hereby declare that we have absolute and unconditional power to issue this Guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney/ Post Approval Authorization dated _____ of the Bank granted to him / us by the Bank.

We the said Bank do hereby declare and undertake that your claim under the Guarantee shall not be affected by any deficiency or other defect in the powers of the Bank or its officials and the Guarantee shall be deemed to have been issued as if the Bank and its officials have all the powers and authorization to give this Guarantee on behalf of the Bank.

We the said Bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the Guarantee. We the said Bank do hereby declare and undertake that your claim under the Guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said Bank do hereby declare that our payments hereunder shall be made to you, free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Rs. _____ (Rupees only) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by M/s NITCON Limited to whom this Bank Guarantee has been given.

Notwithstanding anything contained herein,

- i) Our liability under this Guarantee shall not exceed Rs. _____ (Rupees only)
- ii) This Bank Guarantee shall be valid until the date of issuance of Completion Certificate by the PIU; and
- iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the period and shall your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before _____ being the date of expiry of the claim period. (Indicate a date 12 months after validity of Guarantee).

Dated this _____ day of _____ at _____

Annexure 14 – Bid Security Declaration

(For MSME registered Bidders)

(On Rs. 100/- Stamp Paper)

Whereas, I/we.....(name of agency)
have submitted bids for(name of the work)

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

If after the opening of tender, I/We withdraw or modify my/ our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

If, after the award of the work, I/We shall fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for CPWD/ State Govt./ Central Govt./ CPSU's/ any other Govt. tenders from date of issue of suspension order.

Signature of the Agency(s)

Annexure 15 - Format for Agreement

[Note; This Proforma is included in the Bidding Documents only for the information of Bidders. Only the successful Bidder shall, in due course, be required to fill this Proforma.]

THIS AGREEMENT MADE the _____ day of _____ between NITCON Limited _____ of (Mailing address of NITCON Limited) _____ (hereinafter called "Employer" of the one part)

and

(Name of Agency) _____ of (Mailing address of Agency) _____ (hereinafter called "the Agency" of the other part).

WHEREAS the NITCON Limited is desirous that "_____". (Herein after referred to as "the Work") should be executed by the Agency AND WHEREAS by a Letter of Award No. _____ dated _____ NITCON Limited has accepted a Bid by the Agency for the execution and completion of such Works AND WHEREAS the Agency has agreed to undertake such work and furnish a performance security/ bond pursuant to the Clause 2.40 of the section-II 'Instructions to Bidders'

NOW THIS AGREEMENT WITNESSETH as follows;

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz;
 - a) The Agreement
 - b) The Letter of Award
 - c) Corrigendum/Amendments if any
 - d) Notice Inviting Tender (NIT)
 - e) Instructions to Bidders
 - f) General Conditions of the Contract
 - g) Annexures
 - h) Clarifications / Correspondences
 - i) Any other documents as forming part of the contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another.

4. In consideration of the payment to be made to the Agency as mentioned in the Tender Document, the Agency hereby covenants with the Employer to execute and complete the Works in conformity, in all respects, with the provisions of the Contract & the Tender Document.
5. The Employer hereby covenants to pay the Agency in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused their respective common Seals to be hereunto affixed (or have hereunto set their respective hands and Seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said

NAME _____

on behalf of the Agency
in the presence of:

NAME _____

Address _____

By the said

NAME _____

on behalf of the Employer
in the presence of;

NAME _____

Address _____

Annexure 16 – Undertaking

(To be submitted by all consortium members separately in case of consortium)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the relevant competent Authority respective statutory authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

Annexure 17 - Standard format of SBLC

LETTER OF CREDIT (L/C) TOWARDS MOBILIZATION ADVANCE

UNCONDITIONAL IRREVOCABLE LETTER OF CREDIT NO.

BENEFICIARY:

Sikaria Mega Food Park Private Limited,
CF-9, Salt Lake, Kolkata – 700064

AMOUNT OF LETTER OF CREDIT: INR _____

EXPIRY DATE: _____

We hereby established unconditional irrevocable standby Letter of Credit no. _____ dated _____ in favour of Sikaria Mega Food Park Private Limited, CF-9, Salt Lake, Kolkata – 700064 for Rs. _____ (Rupees _____ only) as per following details: -

1. This is an unconditional IRREVOCABLE STANDBY and without recourse LETTER OF CREDIT which multiple part encashment and shall be valid upto and till _____ only being the date of expiry for submission of documents for negotiation to the bank.
2. We are liable to pay upto the guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the guarantee period and shall your rights under this Letter of Credit (L/C) shall be extinguished and our liability under the Letter of Credit (L/C) shall stand discharged unless such written claim or demand is received by us from you on or before _____ being the date of expiry of the claim period. (Indicate a date one year after validity of Letter of Credit).
3. This Letter of Credit covers payment towards Mobilization Advance as a part of the agreement.
4. All bank charges including negotiation / handling and interest charges will be borne by the opener of Letter of Credit i.e. (Name of the Agency).
5. If the payment to Sikaria Mega Food Park Private Limited / Sikaria Mega Food Park Private Limited's banker is not made at sight of documents, interest as per SBI Lending Rate and other provisions of SBI for Real Estate Sector. The interest shall be calculated from the date of payment to the date of recovery both days inclusive.
6. Payment against the Letter of Credit shall be released immediately on presentation of duly signed invoice / provisional invoices / debit notes / communication letter in duplicate by Sikaria Mega Food Park Private Limited.
7. This unconditional irrevocable standby Letter of Credit is available for negotiation directly with the issuing Bank / Branch or through Sikaria Mega Food Park Private Limited's bankers without recourse to the drawer.

We hereby guarantee to protect the beneficiary from any consequences which may arise in the event of non-acceptance or non-payment of, draft drawn in accordance with the terms of credit.

Yours faithfully

(Sign of authorized Officer of Bank)

Annexure 18- Site Visit Declaration

Date:

To

Managing Director,

NITCON Limited

<Address>

<Tender Reference>

Dear Sir,

The representative from our organization <Name of Bidder> has visited the project site for <Tender name and Reference> on <Date> and has collected all the required information and data regarding availability of material/ labour. Further the environmental, soil and all other external conditions that could impact the construction process has been noted and considered for our proposal.

We have thoroughly acquainted ourselves with the local site condition, nature and requirement of the works, facilities for transport, nature of labour required, access and storage for materials and removal of wastes.

We shall not claim any compensation for difficulties faced or losses incurred on account of any site condition.

Yours faithfully,

Signature/ Stamp

(Authorized Signatory – Bidder)

Details of the Authorized Signatory & Bidder

OR

Note: In case the site visit is not being undertaken by the bidding entity, then the following undertaking may be provided:

Declaration of Acceptance of Site Conditions

I/We hereby declare that I/we have examined the project site and its surroundings and have satisfied ourselves as to the site conditions, access, local conditions, and all matters relevant to and having a bearing on the performance of the Assignment, prior to submission of this Proposal.

I/We confirm that our Proposal takes into account all such conditions, that we have made our own assessment of the sufficiency and correctness of our bid, and that no claim whatsoever shall be entertained on the ground of any lack of knowledge or misunderstanding of the site or local conditions.

Signature / Stamp: _____ (Authorised Signatory – Bidder)

Annexure 19- Power Of Attorney

(On Rs. 100 Non-Judicial Stamp Paper, Duly Notarised)

Know all men by these presents, We, (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint, and authorise Mr / Ms son/ daughter/ wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature, name, designation, and address of the Attorney)

Notes:

- a) Each Consortium Member shall furnish a valid Power of Attorney, duly executed by its authorised signatory(ies), authorising the execution of the Consortium Agreement and all related bid documents on its behalf. Further, all Consortium Members shall jointly execute and furnish a separate Power of Attorney in favour of the Lead Member of the Consortium (or its duly authorised representative), authorising the Lead Member to act for and on behalf of all Consortium Members in respect of the submission of the Proposal, participation in the bidding process, execution of the

Contract, receipt of instructions, issuance of binding commitments, and performance of all acts, deeds, matters and things necessary for and incidental to the Project and the Contract.

- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Annexure -20: Approach & Methodology

Description of Approach, Methodology, and Work Plan in Responding to the Section -II Instruction to Bidders and detailed in Clause 2.23

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing.

Annexure -21: Consortium / Joint Bidding Agreement

(To be executed on non-judicial stamp paper of appropriate value, duly notarised, and submitted by Bidders bidding as a Consortium. To be read with the Instructions to Bidders)

This Consortium / Joint Bidding Agreement is made on this _____ day of _____ 20____ at _____ by and among:

- i. M/s _____, incorporated under _____ and having its registered office at _____ (hereinafter the “Lead Member”); and
- ii. M/s _____, having its registered office at _____ (hereinafter “Member-2”); [and M/s _____ (“Member-3”)] — the Lead Member and the other Member(s) being collectively the “Consortium” / the “Members”.

WHEREAS the Members have agreed to associate as a Consortium to submit a joint Proposal in response to Tender Document No. _____ issued by NITCON Limited for the Selection of an Architectural cum Sales Management Agency (AASMA) for the National Industrial Township Project, Siliguri–Jalpaiguri, West Bengal (the “Assignment”); NOW THEREFORE the Members hereby agree as follows:

- iii. The Consortium shall comprise not more than three (3) Members, as permitted under the ITB, and its composition shall not be altered without the prior written approval of the Authority.
- iv. M/s _____ is hereby nominated as the Lead Member and is authorised to be in sole charge of the Assignment and, for and on behalf of the Consortium, to submit the Proposal, sign and submit all documents, receive instructions, notices and the Letter of Acceptance, incur liabilities and receive payments.
- v. The Members shall be jointly and severally liable to the Authority for the due performance of the entire scope of the Assignment in accordance with the Contract.
- vi. The roles, responsibilities, scope of work and percentage participation of each Member shall be as set out in the Schedule annexed hereto.
- vii. This Agreement shall be valid and irrevocable for the entire bid-validity period and, if the Consortium is selected, for the entire term of the Contract (including extensions) until the discharge of all obligations.
- viii. The Members shall not, without the prior written consent of the Authority, assign, sublet or transfer the Assignment or any part thereof, save as expressly permitted under the Contract.
- ix. In the event of breach by any Member, the Lead Member and the other Member(s) shall remain jointly and severally responsible to the Authority for performance and for the consequences of such breach.
- x. This Agreement shall be governed by the laws of India and shall be subject to the jurisdiction specified in the Contract.

For and on behalf of the Lead Member: _____ (Signature, Name, Designation, Seal)

For and on behalf of Member-2: _____ (Signature, Name, Designation, Seal)

Witnesses: 1. _____ 2. _____

Schedule — Member / Role / Scope of Work / % Participation: [to be completed by the Consortium].

Annexure -22: Draft Form of Bank Guarantee for Earnest Money Deposit

To,

**NITCON Limited,
Unit No. 317-A, 3rd Floor
D21, Corporate Park,
Sector-21, Dwarka
New Delhi - 110077**

WHEREAS, M/s having their Registered/Head Office at (hereinafter called “the Bidder”) has submitted his Bid dated for the [hereinafter called “the Bid”] to M/s NITCON Limited (hereinafter called the Employer)

KNOW ALL PEOPLE by these presents that we (name of the Bank) having our head office at (hereinafter called “the Bank”) are bound unto Employer in the sum of for which payment well and truly to be made to the Employer, the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day ofmonth..... year.

THE CONDITIONS of this obligation are:

(1) If after Bid opening, the bidder withdraws his bid during the period of Bid validity specified;

OR

(2) If the bidder having been notified of the acceptance of his bid by during the period of Bid Validity:

We undertake to pay to the up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the bidder will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above mentioned two conditions and specify the occurred condition or conditions.

This Guarantee will remain in force up to and including the date after the deadline for submission of Bids as is stated in the instructions to bidders or as it may be extended by the notice of which extension(s) to the Bank is hereby waived and notice to the bidder would constitute sufficient notice to the Bank. Any demand in respect of this guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein

- i) Liability under this guarantee shall not exceed
- ii) This bank guarantee shall be valid upto and;

- iii) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of the guarantee on or before (indicate a period twelve months after the date of issue of Bank Guarantee).

Dated this _____ day of _____ at.....

Authorized Signatory of Bank

Signature

Name.....

Signature Code/ S.S no.

Signature

Name.....

Signature Code/ S.S no.

Section -IV

Conditions of Contract (GCC)

Section-IV - Conditions of Contract (GCC)

Clause-1: Definitions

In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -

- 1) 'Tender/Bid, tenderer/ bidders/ Agency' are synonymous throughout this contract document.
- 2) 'Agency' means the person or persons, firm or company, group of firms whose bid has been accepted by the NITCON and includes the Agency's personal representatives, successors and permitted assigns.
- 3) Accepting Authority shall mean the Managing Director, NITCON Limited or his authorized nominee.
- 4) **Applicable Law** shall mean any law, legislation, statute, act, by-laws, rule, regulation, ordinance, order, decree, protocol, notification, policy, by- law, administrative guideline, ruling, instruction, directive, consent, license, approval, permit, judgment, court order, treaty or any interpretation thereof by any Governmental Authority or Person acting under the authority of any Governmental Authority and / or of any statutory authority in India, as may be in force and effect during the subsistence of the Contract.
- 5) **"Arbitration Act"** shall mean the Arbitration and Conciliation Act, 1996 as applicable in India and (or any enactment/amendment replacing/amending such Arbitration Act) and rules and regulations made thereunder.
- 6) **"Employer" /"Project Implementation Unit (PIU)"** means NITCON Limited who proposes to get the works executed as mentioned in the Contract on behalf of SMFPL.
- 7) **"NITCON Limited"** shall mean a company registered under the Indian Companies Act 1956, with its registered office at New Delhi or its Administrative officers or its Engineer or other employees authorized to deal with any matter with which these persons are concerned and authorized on its behalf.
- 8) **"Principal Employer/ Owner/ Client"** Sikaria Mega Food Park Private Limited (SMFPL) / Jalpaiguri Mega Foodpark Private Limited who has appointed NITCON Ltd. as Project Implementation Unit (PIU) for the work of "Development of National Industrial Township Project at Jalpaiguri, West Bengal and who shall act as an Employer on behalf of SMFPL to implement the project.

- 9) **Project** means Providing Comprehensive Services for Architectural, Planning, Designing, Engineering, Accordance of All Statutory Approvals (including all approvals from SJDA, WBRERA, MoEFCC, WBSPCB etc.), Building Permissions, Market Assessment, Financial Services. Assisting in Fund Management, Media Management, Brand management, Legal and Sales Services of about 55.69 Lakh Sq.ft. of Carpet Area / Plot Area of Development of **National Industrial Township Project** at Siliguri - Jalpaiguri, West Bengal
- 10) **“AASMA/ Agency/ Marketing/ Financial Agency”** means Agency which shall provide services as specified under the contract.
- 11) **“The Contract”** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Employer on behalf of the Owner and AASMA, together with the documents referred to therein including these conditions and instructions issued from time to time by the Employer and all these documents taken together, shall be deemed to form one Contract and shall be complementary to one another.
- 12) **“Fees”** means the amount of money to be paid to the Marketing/ Financial Agency by the Employer for Services rendered by AASMA to the Employer.
- 13) **“Total Sales Value”** means the total revenue (excluding GST) to be generated by selling/leasing of units / flats from the Development of National Industrial Township Project at Siliguri - Jalpaiguri, West Bengal on freehold / leasehold land.
- 14) **“Willful Misconduct”** means intentional disregard of Good Industry Practice or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- 15) **“Good Industry Practice”** means those practices, methods, techniques, standards, skills, diligence and prudence which are generally expected nationally/ internationally from a reasonably skilled and experienced marketing & financial agency engaged in the same type of undertaking and would mean best practices resulting in the performance of the obligations by AASMA in accordance with this Contract.
- 16) **“Party”** means any one of the Employer or the Marketing/ Financial Agency or the owner and **“Parties”** means both Employer and the Marketing/ Financial Agency.
- 17) **“Third Party”** means any person or entity other than the Employer/ Owner, or AASMA.
- 18) **“Project”** means the Development of National Industrial Township Project for SMFPL being executed by Employer as implementing Agency mentioned in section -II.
- 19) **“Services”** means the services to be performed by AASMA pursuant to this contract, as defined in scope of work.

- 20) **"Works"** means the permanent works to be executed (including the marketing, brand building, goods, equipment and construction for the execution of the Project, selling/ leasing of flats/ plots and its handing over to the buyers).
- 21) **"Day"** means calendar day.
- 22) **"Effective date"** shall be the date intimated on the letter of Award (LOA)/ Letter of Intent (LOI) by Employer.
- 23) **"Site"** shall mean the land, location, and/or place provided by the Owner where the Works are to be executed and includes any other place as may be designated by the Owner in connection with the Project.
- 24) **"Personnel"** means professionals and support staff provided by AASMA and assigned to perform the Services or any part thereof.
- 25) **"In writing"** means communicated in written form with proof of receipt.

Clause-2: Duties and Powers of PIU of Employer

- i) The PIU shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract.
- ii) The PIU's representative(s) shall be responsible to the PIU, and his duties are to watch and supervise the works. He shall have no authority to relieve the Agency of any of his duties or obligations under the Contract nor, except as expressly provided hereunder or elsewhere in the Contract, to order any Work involving delay or any extra payment by the PIU, nor to make any variation of or in the Works.
- iii) The PIU may, from time to time in writing, delegate to its Representative(s) any of the powers and authorities vested in the PIU and shall furnish to the Agency a copy of all such written delegations of Powers and authorities. Any written instructions or approval given by the PIU's Representative(s) to the Agency within the terms of such delegation, but not otherwise, shall bind the Agency as though it had been given by the PIU.
- iv) **Agency Responsibility/ Obligation: -**
 - a) AASMA shall, in providing the services exercise skill and care in conformity with the normal standards of profession.
 - b) AASMA shall act on behalf of NITCON in the matters set out or necessarily implied in the appointment. AASMA shall at those points and/ or dates referred in the timetable obtain the authority of NITCON before proceeding with the services.
 - c) AASMA shall make no material alteration to, or additions to or omission from the services without the knowledge and consent of NITCON except in case of emergency when AASMA shall inform NITCON without delay.

- d) AASMA shall inform NITCON upon its becoming apparent that there is any incompatibility between any of NITCON requirements the budget and the timetable or any need to vary any part of them.
- e) AASMA shall inform NITCON on its becoming apparent that the services and/or the fees and/or any other part of the appointment and/or any information or approval need to be varied.
- f) AASMA shall not assign the whole or any part of the benefit or in any way transfer the obligation of the appointment to any other agency without the consent in writing of NITCON.
- g) Signing this agreement, it has been considered that AASMA has No Objection in case of withdrawal of services or under termination of services of this agreement.

v) PIU's RESPONSIBILITIES /OBLIGATIONS

- a) Providing broad requirements of the works.
- b) Advising condition to AASMA of the relative priorities of PIU's requirement, the budget, and the time table and inform AASMA of any variations to any of them.
- c) PIU shall give such decisions and approvals as are necessary for the performance of the services and at such times as to enable AASMA to comply with the time table.

Clause-3: Assignment

The Agency shall not assign the Contract or any part thereof, or any benefit or interest therein or thereunder, otherwise than by a charge in favour of the Agency's bankers of any money due or to become due under this Contract, without the prior written consent of NITCON.

Clause-4: Ruling Language and Law

- i) The Contract documents shall be drawn up in **English**. All correspondence and documents relating to the contract, exchanged by the Agency and NITCON, shall be submitted in the prescribed form in **English**. All supporting documents and printed literature in connection with the bid shall be in **English**. The law to which the Contract is to be subject and according to which the Contract is to be construed shall be the law for within the jurisdiction of Delhi courts.
- ii) Documents Mutually Explanatory
Several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the documents shall take precedence in the order in which they are set out in the Performa of Agreement.

Clause-5: Contract Agreement

The Agency shall, when called upon so to do, enter into and execute a Contract Agreement, to be prepared and completed at the cost of Agency in the Performa annexed, with such modification as may be necessary.

Clause-6: Performance Security

- i. For the due performance of the Contract, AASMA shall furnish to NITCON a performance security in the form of bank guarantee. The amount of the bank guarantee shall be Rs. 11.00 Crores. The bank guarantee shall be issued from any Scheduled / Nationalized Bank. The cost of complying with the requirements of this Clause shall be borne by the Agency unless the Contract otherwise provides.
- ii. The confirmation of Bank Guarantee submitted to NITCON by the bidder shall be sought from issuing bank _____ Beneficiary: NITCON Limited.
- iii. The proceeds of the performance security shall be payable to NITCON as compensation for any loss, resulting from Agency's failure to complete his obligation under the Contract.
- iv. The performance security shall be valid till the date of issue of Completion Certificate plus One (1) year claim period after the validity of the Bank Guarantee.
- v. Should the Contract period, for whatever reasons be extended, the Agency, on receipt of written request from the PIU, shall at his own cost get the validity period of Bank Guarantee in respect of Performance Security furnished by him extended and shall furnish the extended/revised Bank Guarantee to the PIU before the expiry date of the Bank Guarantee originally furnished.
- vi. The Performance Security will be released by NITCON, after the issue of the Completion Certificate by PIU and Occupancy Certificate by Competent Authority.

Clause-7: Inspection of Site

The Agency shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his Bid, as to the form and nature thereof, the extent and nature of work, and materials necessary for the completion of the Works, means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

Clause-8: Sufficiency of Bid

The Agency shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his Bid for the Works and prices if any, which Bid rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract, and all matters and things necessary for the proper execution/completion of all the works.

Clause-9: Programme to be furnished

- i. Within a period defined in section -II, AASMA shall, after the acceptance of his Bid, submit to the PIU for his approval, two copies of a programme showing the order of sequence and procedure in which he proposes to carry out the Works. AASMA's programme shall conform to the total time period and completion of the work specified in *Clause-12* hereof.

- ii. The detailed programme submitted by the AASMA for orderly completion of the Works, shall show planned sequence of operations and the dates for commencement and completion of all salient feature of the Works. The programme shall cover activities on the Site and procurement and delivery activities.
- iii. The programme shall be orderly and realistic, and shall be revised at monthly intervals or as necessary, as the work progresses to meet this requirement.
- iv. AASMA shall promptly advise the PIU of any occurrence requiring substantial revision of the programme, giving a detailed explanation of the cause of the revision, and shall furnish a revised programme within 7 days of such occurrence.
- v. If at any time it should appear to the PIU that the actual progress of the Works does not conform to the approved programme, the AASMA shall produce, at the request of the PIU, a revised programme showing the modifications to the approved programme necessary to ensure completion of the Works within the timeframe for completion as defined in *Clause-12* hereof.
- vi. The submission to and approval by the PIU or PIU's Representative of such programmes or the furnishing of such particulars shall not relieve AASMA of any of his duties or responsibilities under the Contract.
- vii. AASMA shall, whenever required by the PIU or PIU's Representative also provide in writing, for his information a general description of the arrangements such as deployment of modern and efficient machinery, skilled and unskilled labour and methods, which the Agency proposes to adopt for the execution of Works.

Clause-10: Submissions to be made

The submissions shall be made as per the deliverables mentioned in Clause 2.35 of Section-II (along with its sub-clauses), Proofs of completion of all the Scope of Works as mentioned in Clause 2.3 & in Clause 2.4 of Section - II (along with its sub-clauses), Proofs of Completion of all works as mentioned in Clause 2.35, Clause 2.36, Clause 2.37, etc. as per Tender Documents (along with its clauses & sub-clauses).

Clause-11: Commencements of Works

The Agency shall commence the Works from the issue of the Letter of Award to him to this effect by NITCON and shall proceed with the Works with due expedition and completion within the stipulated period mentioned under *clause-12* hereof.

Clause-12: Project period

Time is the essence of this project. The period of completion of the whole of the Work shall be **48 Months** or such extended time as may be allowed under *Clause-13* hereof. The period of completion shall be reckoned from the day of issue of the Letter of Award to the Agency by NITCON. The programme submitted by the Agency in accordance with *Clause-9* hereof should match with the total time of completion as specified in this clause. The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered sum

be extended, if requested by the Agency, as follow: In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed Agency for the work, nothing extra shall be payable to the consultant. However suitable extension of time for completion of work shall be granted accordingly.

Clause-13: Extension of Time for Completion

Should the amount of extra or additional work of any kind or any cause of delay referred to in these Conditions, or exceptional adverse climatic conditions, or other special circumstances beyond the control of the Agency which may occur, other than through a default of the Agency, be such as fairly to entitle the Agency to an extension of time for the Completion of the Works, the PIU shall determine the period of such extension and shall notify the Agency accordingly. Provided that the PIU is not bound to take into account any extra or additional or other special circumstances unless the Agency has, within 14 days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the PIU, full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time. The Agency shall not be entitled to any payment for the time related costs incurred by him, if any, except those provided under the Contract, during the extended period for completion of Works.

Clause-14: Liquidated Damages for Delay

- i. Agency hereby agrees to complete the work within the scheduled time frame specified and no extension will be granted. However, in case of delay in completion of the work due to reasons beyond control of Agency, AASMA will make a request to NITCON for suitable extension of time. If the reasons for delay specified by AASMA are found to be fair & reasonable, suitable extension of time may be granted by NITCON, without any suitable financial implication to NITCON. If the Agency shall fail to achieve completion of the Works within the time prescribed by *Clause-12* hereof, then the Agency shall pay to NITCON, the sum stated in sub-clause (ii) of this Clause as liquidated damages for such default for each week or part thereof which shall elapse between the time prescribed by *Clause-12* hereof and the date of certified completion of the Works. NITCON may without prejudice to any other method of recovery, deduct the amount of such damages from any money in its hands, due or which may become due to the Agency. The payment or deduction of such damages shall not relieve the Agency from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.
- ii. The Liquidated damages penalty will be charged for all delays due to the fault of the Agency **at the rate of 0.5% of contract value per week** beyond the stipulated period of completion including authorized extensions if any, subject to **maximum of 5% of the contract value**.

Clause-15: Certification of Completion of Works

When the whole Work have been fully completed and have satisfactorily passed any final test that may be prescribed by the Contract, and shall be deemed to be a request by the Agency for the PIU to issue a Certificate of Completion in respect of the Works. The PIU shall, within **30 (Thirty)** days of the date of delivery of such notice either issue to the Agency, a Certificate of Completion stating the date on which, in his opinion, the Works are substantially completed in accordance with the Contract or give instructions in writing to the Agency specifying all the Works which, in the PIU's opinion, are required to be done by the Agency before the issue of such Certificate. The PIU shall also notify the Agency of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein.

Clause-16: Escalation/ Price Variation

No claim / additional fees on account of any price variation/ Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

Clause-17: Compensation for Delay

Recovery of Compensation and Penalty Imposed

Consultant will be subjected to recovery of compensation in the form of liquidated damages and penalty imposed in the following events:

- a) In the event of failure to comply with the instructions of NITCON.
- b) If the faults in planning, designing and execution are noticed by NITCON at any time.
- c) If there is over payment to the Agency due to wrong certification of the bills.
- d) If the perfunctory approach towards the work is noticed by NITCON at any stage.

Clause-18: Other Conditions

- a) All the stages of work shall be completed by AASMA and the necessary approval shall be given by NITCON according to the time schedule mutually agreed upon. The works throughout the stipulated period of contract will be carried out with due diligence.
- b) In the event of the failure on the part of AASMA to complete their work in time or AASMA committing a breach of any one or more of the terms and conditions of the agreement, NITCON shall be entitled to rescind this Agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 15 days from the date of issue of letter by NITCON then AASMA shall be bound to give N.O.C, if required.
- c) Agency shall examine, modify and monitor the "time and progress chart" prepared by the contractors and/or Project Management Consultant for the completion of the work.
- d) AASMA shall assume full responsibility for the professional requirements and correctness of the designs and specification for all the items of work described in the scope of work.

NITCON will have full access to the details of the calculations and the structural designs for purpose of scrutiny.

- e) The executive control of the work, as far as this agreement is concerned, shall be with NITCON or any other officer so designated by NITCON.
- f) It is hereby agreed and declared that the contract herein is intended to be job oriented and not time oriented and AASMA shall not be entitled to claim any compensation in the event of the time estimated for the completion of the job being extended other than the extensions given to the contractor for completion of the work or enlarged for any reason whatsoever.
- g) Copyright of all documents prepared by AASMA and for in any work executed from those documents of the project shall remain the property of SMFPL / NITCON.
- h) Company of Consultant is a partnership firm or private/ public limited, Proprietary Company, on change in the constitution of such partnership or no change in the constitution of Board of Directors of the company shall be made without the express written consent of NITCON during the currency of the contract with NITCON.
- i) If the Agency fails to execute the Works in accordance with the submitted and approved Strategy/Execution Plan, or carries out only partial execution without the Employer's prior written approval, appropriate penalty as decided by PIU/ SMFPL shall be levied. The applicable penalty shall be deducted from the Agency's next payable invoice/payment without prejudice to the Employer's other rights and remedies under the Contract.

Clause-19: Fee

The Fee shall be the amount, as calculated from the percentage of the Total Sales Value quoted by the Agency in the financial bid during bidding, includes planning, review, deployment of adequate manpower for the project, travel expenses for attending meetings with NITCON/ Clients, site visit etc. Nothing extra on any account shall be payable to the Agency.

Clause-20: Terms of Payment

- a. The Agency acknowledges that under the present Contract agreement, the Employer is only working as intermediary between Sikaria Mega Food Park Private Limited (SMFPL) being Principal Employer/ Owner/ Client and Agency. Thus, the Agency unconditionally acknowledge that the payments under the present Contract shall be made proportionately by the Employer only on back-to-back basis i.e., after 21 days subject to receipt of payment from SMFPL being Principal Employer/ Owner/ Client. The Agency also unconditionally agrees that in the event the payment or part thereof, under the present Contract is not received from SMFPL, then NITCON and/or any of its Employee/ Officer shall not be responsible to pay any amount to Agency. The said condition shall supersede any and all other conditions of Contract/ Agreement/ Work Order/ Arrangement between the parties.”
- b. Conditions for Reimbursement of Levy/Taxes if Levied after Receipt of Tenders:
 - i. All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further new tax or levy or cess is imposed by Statute, after the

last stipulated date for the receipt of tender including extensions if any and the Agency thereupon necessarily and properly pays such taxes/ levies/ cess, the Agency shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer attributable to delay in execution of work within the control of the Agency.

- ii. Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the Agency only if the Agency necessarily and properly pays such increased amount of taxes/ levies/ cess.
- iii. Provided further that such increase including GST shall not be made in the extended period of contract for which the Agency alone is responsible for delay as determined by authority for extension of time under provision of contract.
- iv. The Agency shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the PIU and shall also furnish such other information/ document as the PIU may require from time to time.
- v. The Agency shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the PIU that the same is given pursuant to this condition, together with all necessary information relating thereto.

c. Taxes

Payment on account of GST shall be reimbursed on production of documentary proof of deposit of GST.

d. Final Account

- a) Not later than one month after the date of issue of the Certificate of Completion of works in pursuance of *Clause-15* hereof, the Agency shall submit a statement of Final Account along with supporting documents to the PIU showing in detail the value of the work done in accordance with Contract, together with all further sums which the Agency considers to be due to him under the Contract upto the date of Completion Certificate.
- b) Within two months after receipt of the Agency's Final Account and of all information reasonably required for its verification, the PIU shall determine the value of all matters to which the Agency is entitled under the Contract. The PIU shall then issue to the Agency a statement (hereinafter called the "PIU's Final Account") showing the final amount to which the Agency is entitled under the Contract. The Agency shall sign the PIU's Final Account as an acknowledgement of the full and final value of the Work performed under the Contract and shall promptly submit a signed copy to the PIU.

e. Final Certificate

On receipt of the Final Account, the PIU shall promptly prepare and issue to the Agency a Final Payment Certificate certifying any further money due to the Agency in respect of the Contract. Payment to the Agency of the amount due under Final Payment Certificate shall be made by NITCON within sixty days of such Certificate being issued. In the event of non-payment within the said period, no interest shall accrue to the Agency.

Clause-21: Completion Certificate

- i. The Contract shall not be considered as completed until a completion Certificate shall have been signed by the PIU stating that the Works have been completed and maintained to his satisfaction. The completion Certificate shall be given by the PIU within twenty eight days after the expiration of the Period of completion, or, if different periods of completion shall become applicable to different sections or parts of the Works, the expiration of the latest such period, or as soon thereafter as any works ordered during such period, shall have been completed to the satisfaction of the PIU and full effect shall be given to this Clause, notwithstanding any previous entry on the Works or the taking possession, working or using thereof or any part thereof by NITCON.

ii. Cessation of NITCON's Liability'

NITCON shall not be liable to the Agency for any matter or thing arising out of or in connection with Contract unless the Agency shall have made a claim in writing in respect thereof before the giving of the completion Certificate under this Clause.

iii. Unfulfilled Obligations

Notwithstanding the issue of completion Certificate, the Agency and, subject to sub Clause (ii) of this Clause, NITCON shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the completion Certificate which remains unperformed at the time such Certificate is issued and, for the purpose of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties hereto.

Clause-22: Remedies and Powers

i. Default of Agency

If the Agency shall become bankrupt, or have a receiving order made against him, or shall present his petition in bankruptcy, or shall make an arrangement with or assignment in favour of his creditors, or shall agree to carry out the Contract under a committee of inspection of his creditors or, being a corporation, shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the Agency shall assign the Contract, without the consent in writing of NITCON first obtained, or shall have an execution levied on his goods, or if the PIU shall certify in writing that, in his opinion, the Agency;

- a) has abandoned the Contract, or

- b) without reasonable excuse has failed to commence the Works or has suspended the progress of the Works for twenty-eight days after receiving, from the PIU, written notice to proceed, or
- c) despite previous warnings by the PIU's in writing, is not executing the Works in accordance with the Contract, or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or
- d) then the PIU may, after giving fourteen days' notice in writing to the Agency, expel the Agency, from the entire Works or part thereof, without thereby voiding the Contract, or releasing the Agency from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on NITCON or the PIU by the Contract, and may itself complete the entire Work or part thereof as the case may be or may employ any other Agency to complete the Works.

ii. *Payment after Forfeiture*

If NITCON shall enter and expel the Agency under this Clause, it shall not be liable to pay to the Agency any money on account of the Contract until the expiration of the Period of Maintenance and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by NITCON have been ascertained and the amount thereof certified by the PIU. The Agency shall then be entitled to receive only such sum or sums, if any, as the PIU may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Agency on due completion by him, then the Agency shall, upon demand, pay to NITCON the amount of such excess and it shall be deemed a debt due by the Agency to NITCON and shall be recoverable accordingly.

In the event of the above course being adopted by the PIU, the Agency shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any agreements or made any advances on account or with a view to the execution of the Works or the performance of the Contract.

Clause-23: Special Risks / Termination of Contract

i. Special Risks

The special risks are war, hostilities (whether war be declared or not), invasion, act of foreign enemies, etc.

ii. Termination of the Contract

If, during the currency of the Contract any of the Special Risks mentioned hereinabove which, whether financially or otherwise, materially affects the execution of the Works, the Agency shall unless and until the Contract is terminated under the provisions of this Clause, continue to use his best endeavors to complete the execution of the Works. Provided always that NITCON shall be entitled at any time after occurrence of such Special Risks to terminate the Contract by giving written notice to the Agency and, upon such notice being given, this

Contract shall, except as to the right of the parties under this Clause and to the operation of *Clause-25* hereof, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

NITCON is entitled to terminate the contract in following conditions:

- a. In the event of NITCON is not satisfied with the work done by the Agency, NITCON shall give 15 (fifteen) days' notice in writing to rectify the defects and or complete the work. If NITCON is not satisfied with reply of aforesaid notice, NITCON can terminate this Agreement and AASMA shall be liable to pay damages which shall be calculated by NITCON or professional expert of NITCON.
- b. In the event of AASMA through death or incapacity is unable to provide the services the appointment shall thereby be terminated.
- c. In the event of the Agency's firm closing its business, the appointment shall be thereby terminated and NITCON shall have the power to employ any other agency to complete the work irrespective of settling of dues of AASMA by the Project Co-ordination Committee.
- d. The termination of the appointment of AASMA shall be without prejudice to the accrued rights and remedies of NITCON.
- e. In the event of failure to comply with or abide by the general conditions of this agreement.
- f. In the event of liquidated damages/ penalty imposed on Agency equal or exceeding 5% of the total fees payable.

iii. Payment if Contract Terminate

If the Contract shall be terminated as aforesaid, the Agency shall be paid by NITCON, in so far as such amounts or items shall not have already been covered by payments on account made to the Agency, for all works executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

A sum to be certified by the PIU, being the amount of any expenditure reasonably incurred by the Agency in the expectation of completing the whole of the works insofar as such expenditure shall not have been covered by payments in this sub-clause before mentioned.

Clause-24: Payment in the event of Frustration

If a war, or other circumstances outside the control of both parties, arises after the Contract is made so that either party is prevented from fulfilling its Contractual obligations, or under the law governing the Contract, the parties are released from further performance, then the sum payable by NITCON to the Agency in respect of the work executed shall be the same as that which would have been payable under *Clause-22* hereof if the Contract had been terminated under the provisions of *Clause-23* hereof.

Clause-25: Settlement of Disputes & Arbitration Amicable Resolution and Mediation

25.1. Settlement of Disputes

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If the Agency considers any work demanded of him to be outside the requirements of the Contract, or disputes any drawings, record or decision given in writing by the PIU on any matter in connection with or arising out of the Contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request PIU in writing for written instruction or decision. Thereupon, the PIU shall give his written instructions or decision within a period of one month from the receipt of the Agency's letter.
- ii) In case the Agency is not satisfied with the decision of PIU, he may proceed for arbitration as detailed in **Clause 25.2** hereinafter.
- iii) It is a term of Contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/ disputes prior to invoking arbitration.
- iv) Performance of this Agreement/ Contract shall continue during arbitration proceedings or any other dispute resolution mechanism pursuant to Clause 25.2. No payment due or payable by the Employer shall be withheld on account of pending reference to the arbitration or other dispute resolution mechanism except to the extent that such payment of dispute.

25.2 Arbitration

Any dispute, controversy of claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled through following mechanism:

- a. Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b. In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatorily resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.

- c. It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is Managing Director, NITCON Limited, to which neither of the parties have any objection nor they shall ever object.
- d. Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- e. It is also acknowledged and accepted that the Employer is only working as intermediary between the Agency and the Principal Employer/ Owner/ Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract between Principal Employer/ Owner /Client & the Employer, Principal Employer/Owner/Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against the Employer and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/ Owner/ Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- f. The place/ seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.”

25.3 English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

25.4 Performance during Arbitration

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under the Contract without prejudice to a final adjustment in accordance with such award.

25.5 No arbitration for decision on sub-standard work

The decision of PIU regarding the quantum or reduction as well as justification thereof in respect of payment for sub-standard work which may be decided to be accepted will be final and would not be open to arbitration.

Clause-26: Notices

i. Service of Notices on Agency

All certificates, notices or written orders to be given by the PIU to the Agency under the terms of the Contract shall be served either by sending by post or delivering the same to the Agency's office on Site or his principal place of business, or such other address as the Agency shall nominate for this purpose.

ii. Service of Notices on NITCON or PIU

All notices to be given to NITCON or to the PIU under the terms of the Contract shall be served by sending by post or delivering the address: The Managing Director, NITCON Limited, Unit No. 317-A, 3rd Floor, D21, Corporate Park, Sector-21, Dwarka, New Delhi - 110077

iii. Change of Address

Either party may change a nominated address to another address by prior written notice to the other party.

Clause-27: Default of NITCON

- i.** In the event of NITCON failing to pay to the Agency the amount due under any certificate of the NITCON within ninety days after the same shall have become due under the terms of the Contract, subject to any deduction that NITCON is entitled to make under the Contract, the Agency shall be entitled to issue a notice to the NITCON stating that he shall be terminating his Works after thirty days from the issue of such notice, for the reasons stated therein. However, if within the said period of thirty days, NITCON notifies the Agency that the reasons stated in the notice of the Agency are not valid or that the alleged event of default of NITCON has been remedied or no longer exists, then the Agency shall not be entitled to terminate the Contract.
- ii.** In the event of such termination, NITCON shall be under the same obligations to the Agency in regard to payment as if the Contract had been terminated under the provisions in Clause-22 hereof, NITCON shall pay to the Agency the amount of any loss or damage to Agency arising out of or in connection with or by consequence of such termination.

Clause-28: Taxation

- i.** The price bid by the Agency shall include all duties, levies and taxes that may be levied according to the laws and regulations, nothing in the Contract shall relieve the Agency from his responsibility to pay any tax on profits made by him in respect of the Contract.

- ii. Income Tax: The Agency's staff, personnel will be liable to pay personal income tax, if any in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Agency shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

Clause-29: Bribery and Collusion

NITCON shall be entitled to terminate the Contract and recover from the Agency the amount of any loss resulting from such termination if the Agency shall have offered or given to any person any consideration of any kind as an inducement or reward for doing, forbearing to do, any action in relation to obtaining, or in the execution of the Contract or any other Contract with NITCON, or for showing favour to any person in relation to the Contract or any other Contract with NITCON, or if any of the like acts shall have been done by any person employed by the Agency or acting on his behalf (whether with or without the knowledge of the Agency), or if the Agency shall have come to any agreement with another Agency or number of Agency(ies) whereby an agreed quotation or estimate shall be offered as a bid to NITCON by one or more Agency(s).

Clause-30: Termination of Contract

- i. NITCON or the Agency may terminate the Contract if the other party causes a fundamental breach of the contract.
- ii. Fundamental breaches of Contract shall include, but shall not be limited to the following:
 - a) The Agency stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the PIU.
 - b) The PIU instructs the Agency to delay the progress of the Works and the instruction is not withdrawn within 28 days.
 - c) The Agency is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;'
 - d) A payment certified by the PIU is not paid to the Agency within 84 days of the date of the certification by PIU;
 - e) The PIU gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Agency fails to correct it within a reasonable period of time determined by the PIU. and
 - f) If the Agency, in the judgment of PIU has engaged in corrupt or fraudulent practices in competition for or in executing the contract.
 - g) Notwithstanding the above, PIU may terminate the Contract for convenience.
 - h) The Agency has delayed the completion of Works by the number of days for which the maximum amount of liquidated damages can be imposed. When the Agency has made himself liable for action under any of the cases aforesaid, the PIU shall have powers:
 - a. To determine/ terminate the contract as aforesaid (of which termination notice in writing to the Agency under the hand of the PIU shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered

and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of NITCON.

- b. After giving notice to the Agency to measure up the work of the Agency and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another Agency to complete the work. The Agency, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In such case the left-out work could be got executed by PIU through other agency at the risk and cost of Agency. Any additional cost determined by PIU to complete the work in all respect shall be recovered from any payment due to the Agency against any other work in NITCON.

Clause-31: Conflict of Interest

NITCON requires that the Bidder/s provides professional, objective, and impartial advice and at all times hold paramount the interests of NITCON for the services are provided, strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidders and/or the Selected Bidders shall not accept or engage in any assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

Clause-32: Fraud and Corrupt Practices

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender Document, NITCON shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process.
- ii. Without prejudice to the rights of NITCON, if a Bidder or Agency, as the case may be, is found by the NITCON to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the notification of empanelment, such Bidder or Agency shall not be eligible to participate in any tender issued by NITCON.
- iii. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the letter of award, as the case may be, any person in respect of any matter relating to the Selection Process, any official of the NITCON who is or has been associated in any manner, directly or indirectly with the Selection Process, who

at any time has been or is a legal, financial or technical consultant/ advisor of NITCON in relation to any matter concerning the Project;

- b. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the NITCON with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Clause-33: Performance of Services

AASMA agrees to provide, render and furnish the Services to the Employer in relation to this Contract in accordance with and subject to the terms and conditions forming part of this Contract. AASMA shall perform the Services and all of its obligations and responsibilities with such care, diligence and professionalism as are required by the highest standards of international practice for similar services. AASMA shall give the Services the highest priority and no other job of AASMA shall take precedence over the Services, nor shall AASMA make any allocation of its resources which would have the effect of delaying the timely performance of the Services. AASMA represents and warrants that it has the requisite skills, experience, expertise and capacity to perform the Services in the foregoing manner and to satisfy and fulfill all of its obligations and responsibilities under this Contract.

In performing the Services, AASMA shall comply with the directions of the Employer and/or any other person specifically authorized by the Employer in writing.

The Employer shall also have the right to get any part of the Services performed by other agencies, advisors or contractors, who may be appointed from time to time by the Employer. The Employer shall further have the right to have any Services, whether already performed or being performed by AASMA, carried out by any other agency, advisor or contractor appointed by the Employer from time to time.

Without prejudice to any other rights or remedies available under this Contract or applicable law, in the event AASMA fails, neglects or refuses to perform or complete any part of the Scope of Services in accordance with the provisions of this Contract, the Employer/PIU/SMFPL shall be entitled, after giving reasonable notice, to have such Services executed through any other agency, at the sole risk and cost of AASMA. All costs, expenses, damages and other

consequential expenditures incurred by the Employer/PIU/SMFPL in connection therewith shall be recoverable from AASMA and may be deducted from any amounts due or becoming due to AASMA under this Contract, including the Performance Security, without prejudice to any other contractual or legal remedies available to the Employer.

If any services, functions or responsibilities not specifically described in the Scope of Services are inherent, necessary or customary to the proper performance of the Services, they shall be deemed to be included within the Scope of Services as if specifically described therein, unless expressly excluded by mutual agreement of the Parties in writing. Except as otherwise expressly provided in this Contract, AASMA shall be responsible for providing all facilities, personnel, software, equipment and other resources necessary for the proper execution and completion of the Services. AASMA shall not be entitled to claim any additional cost or compensation whatsoever arising out of any express or implied inclusion of such inherent or customary services within the Scope of Services.

Depending upon the nature of the particular Service and the requirements of the Employer, AASMA shall perform the Services at the project site and/or such other locations pertaining to the National Industrial Township Project at Siliguri–Jalpaiguri City, West Bengal, as may be directed by the Employer. The Scope of Work covered under this Tender shall be carried out in accordance with the Schedule of Quantities, Specifications, Drawings, and all instructions, directions and orders issued by the Employer from time to time during the currency of the Contract.

Clause-34: Alterations and Variations

Modifications or Variations:

- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

Clause-35: Compliance with Legal requirements

AASMA shall comply with all Applicable laws as applicable from time to time including but not limited to employment of personnel and workers, providing Services in relation to the Project, social security, competition, Intellectual Property rights, health hazards, and taxes. AASMA agrees to defend, indemnify and hold harmless Employer for any losses, damage, penalty, fine or liability sustained by Employer due to Agency's negligence, ignorance, default or failure to perform Services in accordance with the Applicable Laws or the prescribed professional standard.

Further AASMA shall provide to the Employer or the Statutory Authorities upon demand evidence of such compliance etc. of all the Applicable Laws and the prescribed professional standards.

Publication: AASMA, either alone or jointly with others, cannot publish material relating to the services. Such publication shall be subject to approval of the Employer in writing.

Clause-36: Fairness and Good Faith

36.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

36.2 Operation of the Contract:

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with the related clause.

Clause-37: Force Majeure

Where any Force Majeure event renders impossible or hinders or delays the performance of any obligation then the failure or omission of Employer or AASMA to perform such obligation shall not be treated as a failure or omission to comply with or breach of this Contract. "Force Majeure" shall mean happening of any of the following events or circumstances or combination of the following events or circumstances which are generally unpredictable and outside the reasonable control of the affected Party, which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance by the affected Party of its obligations under this Contract.

- a. War, hostilities, revolution, riots, civil commotion.
- b. Natural calamities arising due to, epidemics, fire, flood, drought, earthquake or like events;
- c. Ordinance of any Government agency or of any political subdivision thereof delaying or preventing the performance of the Contract obligations in whole or in part.
- d. Any strikes, (excluding strikes, lockouts or other industrial disputes or action solely among employees of AASMA or its sub-Agencies/ Sub-Contractor)
- e. Because of any act of God.
- f. However, Force Majeure shall not include occurrences as follows i.e.

- i. Delays due to ordinary storm, inclement weather, seasonal rains, monsoon or other unfavorable weather conditions which are reasonably expected for the climate in the geographic area; or
- ii. Delays resulting from unsuitable ground condition;
- iii. Any event which is caused by the negligence or intentional action of a Party or such party's agents or employees, nor
- iv. Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations here under.
- v. Financial distress of AASMA or any sub-agency. Or
- vi. The occurrence of shortage of any manpower or equipment etc.; or
- vii. Subject to clause 37.1, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

The affected party shall inform the other party in writing of any such cause with necessary evidence that the obligation under the Contract is thereby affected or prevented or delayed within 7 days from the happening of the event.

37.1 No Breach of Contract:

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far 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 Contract.

37.2 Measures to be taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case 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 written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, AASMA, upon instructions by the Employer, shall either: (i) demobilize, or (ii) continue with the Services to the extent possible, in which case AASMA shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to relevant clause.

Clause-38: Indemnification

AASMA shall fully indemnify, save harmless the Employer from and against any claims arising out of or in connection with the Contract or other obligations hereunder directly or indirectly associated herewith and/ or arising from all claim, demand, losses, liability, action, proceedings, cost or expense of every kind and nature relating to such loss or damage with respect to:

- a. Failure of AASMA, any Sub Agency or any of their respective sub- Agency to comply with Applicable Laws and applicable permits, and Good Industry Practices.
- b. Failure of AASMA to perform its obligations in accordance with and as envisaged in the Contract
- c. Breach of copyright, patent or other intellectual property rights by AASMA
- d. Negligence or Willful Misconduct by AASMA
- e. Personal injury including death or disease to any person employed by Agency or sub-consultants of Agency arising from or relating to the performance of the Contract;
- f. Failure of AASMA to make payments of taxes relating to AASMA's or any sub-contractor's income or other taxes required to be paid by AASMA pursuant to this Contract irrespective of whether they are reimbursable or to be compensated under the terms of this Contract.

Clause-39: Insurance:

AASMA (i) shall take out and maintain, insurance, at their own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage as required by the Employer, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

Clause-40: Accounting, Inspection and Auditing:

AASMA

- i. shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and
- ii. shall periodically permit the Employer or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer or the Owner, if so, required by the Employer or the Owner as the case may be.

Clause-41: Agency's Actions Requiring Employer's Prior Approval:

AASMA shall obtain the Employer's prior approval in writing before taking any of the following actions:

- i. Any change or addition to the Personnel as per the agreement duly approved by Competent Authority.

- ii. Subcontracts: AASMA may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Employer. Not with standing such approval, AASMA shall always retain full responsibility for the Services. In the event that any Sub-agency are found by the Employer to be incompetent or incapable or undesirable in discharging assigned duties, the Employer may request AASMA to provide a replacement, with qualifications and experience acceptable to the Employer, or to resume the performance of the Services itself.
- iii. Documents Prepared by AASMA to be the Property of the Employer: All plans, reports, other documents and software prepared by AASMA for the Employer under this Contract shall become and remain the property of the Employer, and AASMA shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. AASMA may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.

Clause- 42: Undertaking

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the respective statutory authority.
 - ii. “Bidder “(including the term ‘tenderer’, ‘Agency’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - iii. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
 - iv. The beneficial owner for the purpose of (iii) above will be as under:
 - a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.
- Explanation-

- (i) “Controlling ownership interest” means ownership of or entitlement to more than twenty- five per cent. of shares or capital or profits of the company;
 - (ii) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - (iii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (iv) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;
 - (v) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (vi) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- b) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any Agency from a country which shares a land border with India unless such Agency is registered with the PIU.

Section -V

Technical Specifications

SECTION-V – TECHNICAL SPECIFICATIONS

5.1 Broad Technical Specifications of Buildings

The below stated technical specifications are indicative towards bare minimum requirement for design purposes. For any deviation in the same; AASMA may propose higher specification within the PMAY framework for approval from PIU/ SMFPL.

Sl. No.	ITEM	Specification
1.	Structure	a) RCC Framed Structure based on soil investigation incorporating Earthquake Resistant Design as per relevant IS Code. b) RCC frame & filler walls of autoclaved aerated cement concrete (ACC) blocks/ fly ash bricks / Construction technology approved by SMFPL/ PIU. c) Half brick thick masonry in autoclaved aerated cement concrete (ACC) blocks/ fly ash bricks /Construction technology approved by SMFPL/ PIU
2.	Exteriors	Cement Plaster; Cement Based Painting over Water Repellent Coating
3.	Interiors	P.O.P./Putty punning over cement plaster inside flats; OBD Painting over P.O.P. / Putty punning on cement plaster in common areas and lobbies.
4.	Flooring	Vitrified/Rectified tiles in Bedrooms, Living /Dining, Lobbies on all floors
5.	Kitchen	Anti-skid Ceramic Tiles on floor; Granite Kitchen Counter; Stainless Steel Sink; Glazed Ceramic Tiles Dado on the walls above granite counter up to a height of 600 mm; C.P. Fittings of reputed make
6.	Toilet	Anti-skid Ceramic Tiles on floor; Glazed Ceramic Tiles Dado on the walls up to door height; Ceramic Wash Basins, European WC and C.P. Fittings of reputed make.
7.	Doors	Wooden door frames; Flush door shutter for main entrance door with night latch and magic eye; Outside finish: Polished Teak Veneer. Inside: Paint finish; Painted Flush Doors for all Internal Doors; UPVC Door for Balcony
8.	Windows	UPVC Windows.
9.	Stairs	Indian Patent Stone Flooring; RCC pardi with MS Pipe Railing
10.	Roof	Properly waterproofed.
11.	Lift Fascia	Vitrified Tiles with Granite/Marble in Ground Floor Lobby.

Sl. No.	ITEM	Specification
12.	Electrical	Concealed insulated copper wiring with modular switches of reputed make; A.C. points in all bedrooms. Geyser points in all bathrooms; Cable, T.V. and telephone points
13.	Plumbing	Internal Concealed Plumbing
14.	Power Backup	Emergency Power backup for common area lighting and one elevator per block; Provision for 1000W power back up for every flat.
The broad specifications for Residential Quarters; refer the Delhi Plinth Area Rates (latest edition) published by the CPWD, Ministry of Housing & Urban Affairs, Govt, of India.		

5.2 Technical Specifications of 5 Star Club and Amenities Building

The below stated technical specifications are indicative towards bare minimum requirement for design purposes. For any deviation in the same; AASMA may propose higher specification within the PMAY framework for approval from PIU/ SMFPL.

S. No.	ITEM	Specification
1	Foundation	
a)	Foundation	As per structural design based on soil investigation.
2	Superstructure	
a)	For multi-storey RCC framed structure	RCC frame & filler walls of autoclaved aerated cement concrete (ACC) blocks / fly ash bricks/ Construction technology approved by SMFPL/ PIU.
b)	Internal partition	Half brick thick masonry in autoclaved aerated cement concrete (ACC) blocks / fly ash bricks/ Construction technology approved by SMFPL/ PIU.
c)	Sunken floor for toilets with four course water proofing treatment	Sunk recess in RCC floor of required size and depth for floor trap and W.C. traps
3	Doors and Windows	
a	Frames	
	i) Door	Door frames of 2 nd class Indian teakwood or equivalent in officer's room. Anodized / powder coated/ polyester powder coated aluminum extruded tubular sections/uPVC extruded frame sections / WPC of density between 750 to 1000 kg per cum in other rooms.

S. No.	ITEM	Specification
	ii) Window	uPVC extruded sections of window frame / Aluminum extruded tubular sections / WPC of density between 750 to 1000 kg per cum.
	iii) Doors & windows of toilet/ bath/ WC	PVC/FRP/WPC door frames & shutters in wet areas.
b	Shutters	
	i) Main door/ external door shutters	Paneled type in 2 nd class Teak wood or flush door with teak veneered ply/ commercial ply or anodized/ powder coated/ polyester powder coated aluminum shutters with toughened glass glazing/ paneling wherever required as per CPWD specifications/ as per design & drawing.
	ii) Bath, WC& toilet door	PVC/ FRP/ WPC door frames & shutters in wet areas.
c)	Window shutters All windows shutters	Factory made colour anodized/ powder coated/ polyester powder coated Z-section aluminum shutters/ standard uPVC/WPC section for windows glazed with glazing of float / toughened glass and with / without reflective coating / high performance coatings or double-glazed unit as per design & requirement.
d)	Hardware & Fittings Main units	Anodized aluminum / stainless steel SS-304 grade.
e)	Fire Check Door	As per fire safety specifications.
4	Flooring	
a)	Main Entrance Hall	18 mm thick pre-polished granite flooring of approved shade
b)	Corridors	18 mm thick pre-polished granite flooring of approved shade
c)	Rooms	Granite tiles/vitrified tiles/engineered wood flooring (in officers chambers).
d)	Lavatory Blocks	18 mm thick Granite flooring.
e)	Rest of the area	Vitrified Ceramic Floor Tiles
5.0	Staircase	
a)	Internal Staircase	18 mm thick single piece granite stone in flooring in treads & risers with dado of matching permanent finish specifications.
b)	Fire Escape Staircase	18 mm thick flamed granite in single piece in treads & risers with dado of matching permanent finish specifications.
6.0	Railing	

S. No.	ITEM	Specification
a)	Railing	Stainless steel balustrades with 12mm thick toughened glass railing or stainless-steel tubular Office/college/hospital horizontal guard rails /hand rails in SS-304 grade.
7.0	Toilets	
a)	Toilets	Granite flooring / glazed tiles of size not less than 300 x 450 mm / 400 x 600 mm in dado upto ceiling height, granite counters, rimless counter sunk basins/ stainless steel sinks, mirrors with moulded PVC frame, FRP/PVC doors with frames.
8.0	Roofing	
a)	Roof Treatment	Coba treatment/over deck insulation with puff slab.
b)	False Ceiling	False ceiling in office area & toilets to cover the services as per design requirements.
9.0	Finishing	
a)	External	Dry stone cladding /washed stone grit plaster/water proof weather coat paints/ structural glazing / ACP cladding conforming to Energy Conservation Building Code.
b)	Internal	Cement plaster in wet areas / Dry acrylic paint / distemper in service area & basement / Acrylic emulsion paint/ textured paint (low V.O.C) over POP / Wall paneling as per approved architectural design upto sill level / 1200 mm height or ceiling height
c)	Painting	Doors & windows — painting/polishing on wood work as per design requirement.
10.0	Provision of Barrier Free Building	Ramps, toilets for physically challenged, chequered tiles, use of Braille signage & lifts etc. GRC (glass reinforced concrete) tiles in ramp area.
11.0	Swimming Pool in Club House	As per section 5.3 below

5.3 Technical Specifications of open Swimming Pool in Club

1. The below stated technical specifications are indicative towards bare minimum requirements for design purposes. For any deviation in the same; AASMA may propose higher specification for approval from PIU/ SMFPL.
2. This Specification defines the performance required for the proposed design and installation of an Outdoor swimming pool, and sets out the requirements of the installation, but does not

relieve the Agency of his total responsibility for the design and installation of any part to achieve the necessary performance.

3. The swimming pool shall be constructed as a deck level (or 'overflow' or 'infinity') pools are those in which the water in the pool is at the same level as the perimeter pool surround. Water is continuously displaced into a perimeter surface mounted channel and grating, discharging the water into an underground 'balance' tank, and then returned to the filtration plant

4. Design Criteria – Swimming Pool (minimum)

- a) Pool Size : 12.25m x 6.00m
- b) Depths Shallow end : 1.0m
- c) Deep End : 2.10m
- d) Plan Shape : Rectangular
- e) Pool Cover : Automatic
- f) Fuel : Electricity

5. Design Criteria – Pool Equipment

The Pool Equipment Room should be large enough to house the pool pump and filtration equipment, pool cleaner and pole together with storage of pool chemicals. There is no requirement to house sunbeds or parasols in the Pool Equipment Room.

6. Pool structure, finishes and fittings

- a) **Excavation and disposal:** The Contractor shall carry out the excavation of the Pool Shell, Pool Cover Pit (if appropriate) and the Pool Equipment Room; surplus spoil shall be removed from site.
- b) **Pool shell, Cover Pit and Pool Equipment Room:** The Pool Shell, Cover Pit and Pool Equipment Room shall be of a monolithic reinforced concrete construction, all as detailed on the Architect / Structural Engineer's Drawings.
- c) **Pool Finishes:** The Pool shell and steps shall be rendered in waterproof sand and cement and fully tiled with 20mm x 20mm vitreous glass mosaic tiles to all 'floor' and 'wall' surfaces. A double row of coloured glass mosaic tiles shall be fixed at all step 'nosings'. A 40cm x 40cm x 15mm thick non-slip bull-nosed 'coping' tile shall be laid around the perimeter of the Pool Shell (colour to be selected by the SMFPL/ PIU).
- d) **Pool fittings:** The Contractor shall provide sufficient number of 12volt 300watt waterproofed underwater safety lights (location to be agreed) switched from a panel located in the Pool Equipment Room, and sufficient numbers of stainless-steel pool ladder with stainless steel treads and anchor fixings.
- e) **Mechanical Services:** The Contractor shall be responsible for the design, supply, installation and commissioning of the Pool pump(s), Pool filtration, Automatic controls and all associated interconnecting pipework and valves
- f) **Electrical Services:** The Electrical Services shall comprise the design, supply, installation, testing and commissioning of the complete Electrical Installation. Providing power supplies from the Main House, terminating in a Consumer Unit/fused isolator in the Pool Equipment Room. Including wiring all control circuits to filtration pumps, time clocks and pool lights and for providing connections between the units and the Consumer Unit/fused isolator.

- g) Pool Cover:** Supplying and installing an automatic pool cover with a single phase motor unit to be housed in a pit constructed behind the pool shell and below floor level. Pool cover slats shall be 'White'.
- h) Record Drawings and Operating and Maintenance (O&M) Instructions:** The Contractor shall supply a comprehensive set of Record Drawings showing the installation as installed including positions of valves, drain cocks, air vents and control equipment's, which shall also be submitted to the PIU/SMFPL for approval. The Contractor shall include for instructing the Employer regarding:
- (i) the function and operation of the pool water treatment plant
 - (ii) chemicals and pool water chemistry
 - (iii) operation of the pool equipment
 - (iv) functions of the electrical controls
7. **Testing and Commissioning:** Commission all equipment, balance the pool water, and carry out all other works to ensure that all systems function correctly.
8. **Isolation for Maintenance:** All services such as plant and equipment shall be provided with means of isolation to enable both routine and emergency maintenance to be undertaken.
9. **Labelling and Identification:** All plant and equipment shall be provided with suitable identification labels.

5.4 Detail Scope and specifications of Development works:

The below-stated technical specifications are indicative towards bare minimum requirements for design purposes. For any deviation in the same; AASMA may propose higher specification for approval from PIU/SMFPL.

S. No.	Name of Work	Details
1	Internal Roads, Paths and Culverts:	
a)	Internal roads	(i) Road width as per requirement (ii) Road shall be constructed up to all the building units. (iii) Cement concrete pavement with vacuum dewatered concrete
b)	Pathways:	(i) Width as per requirement and Design (ii) Pathways shall be provided to connect the buildings/ permanent infrastructure to nearby internal roads. (iii) Pathways with PCC base, 60 mm thick paver blocks and kerb stone edging
c)	Culverts	As per actual requirement
2	External water supply	
a)	Tube/ open well including submersible pumps & cabling etc.	Shall be executed as per availability of underground water after examination by the local PHED or any other related Govt, agencies i.e. Central Ground Water Board, Local PHED etc.

S. No.	Name of Work	Details
	complete	
b)	Overhead Tank	Required in all building (As per Drawing)
c)	Under Ground Sump	One day Storage capacity with 2 nos. centrifugal pumps including one standby.
d)	Pump house	i. Size - As per drawing ii. Plinth area- As per drawing. iii. Floor height - As per drawing. iv. Building shall be RCC framed structure with slope roof and shall be executed over Under Ground Water Tank. v. Flooring -CC vi. Internal Painting- White Wash vii. Door- Laminated Machine Pressed Flush Door viii. Window - Steel Glazed Door
e)	Water filtration plant (if required)	Shall be executed if required, after conducting necessary water test through local PHED or any other related Govt, agencies.
f)	GI/CI water supply distribution line	GI Pipes for intake from bore well and supply to OH Tanks. Distribution line shall be designed as per the intake of the buildings. All pipes shall be cPVC only.
3	External Electrification:	
a)	Substation building	(i) Plinth area- As per requirement (ii) Floor height - As per requirement (iii) Building shall RCC framed structure with sloped roof. (iv) Flooring -CC (v) Internal Painting- White Wash (v) Door- Laminated Machine Pressed Flush Door (vi) Window - Steel Glazed Door (vii) Rolling Shutters as per requirement
b)	LT Panel	Fabricated from CPRI approved workshop
c)	External wiring/cable connection using U.G. cables from sub-station to feeder pillar, building & pump house and necessary connection from DG set to infrastructures.	The capacity of sub-station shall be as per the design and requirement may be confirmed after consultation with concern state electricity board.
d)	Sub-Station Equipments	Supplying, installation, testing and commissioning of 33 kV/ 0.433 kV or 11 kV/ 0.433 kV substation equipment comprising HT panel, dry type/ Oil type transformers, HT cable, bus trunking from transformer to LT panel, LT panels, automatic power factor correction panel, active harmonic filters, TVSS (transient voltage suppression system), SPD (surge protection system), essential panel, earthing, required inter-connections, substation safety equipments including LT cabling from substation to the buildings fed by the substation.

S. No.	Name of Work	Details
		Note: For assessment of kVA estimation of a building/ project, para 4.4, 13 and other relevant paras of “Guidelines for Substation & Power Distribution Systems of Buildings-2019” which is available on CPWD website may be referred to.
4	External sewerage System	
a)	Sewage Treatment Plants (STP) with all E&M Equipments	(i) Proper planning shall be made before the selection of suitable technology of STP to be adopted. (ii) STP shall be designed as per the user and as per CPWD specification. (iii) Sufficient soak pit or dispersion channels shall be provided as per the soil condition
b)	External sewerage line	Proper planning shall be made before execution and shall be approved by PIU with ZERO Discharge System
5	DG Sets	(i) Shall conform to the latest norms of Govt. of India (ii) As pre requirement, Design capacity shall be worked out. (iii) Including erection, installation, testing, commissioning etc. (iv) Essential connection to various building shall be provided as per latest NVS guideline/ order.
6	Retaining wall / Breast wall (if required)	Proper planning shall be made before execution and shall be approved by PIU
7	Storm Water Drain	(i) Proper planning shall be made after examining the levels of the campus very carefully before preparation of Preliminary estimate. Rain water pipe collect from the buildings shall be connected with the campus storm water drain. (ii) Road side drain shall be avoided (iii) Level of outfall drains shall always kept higher than the highest water level of Nallah/Natural drainage where water will be disposed off finally.
8	Rain water harvesting	Proper planning shall be made before execution and shall be approved by PIU
9	Recycling of Waste Water for Gardening purposes	Proper planning shall be made before execution and shall be approved by PIU
10	CCTV System:	
A	Intercom System	Supplying, installation, testing and commissioning of basic security system in the residential colony to include control room at the gate and intercom connection to each dwelling unit, and basic IP based CCTV system to be installed at the entry and exit points, parking areas, entry point of each dwelling unit and other common areas as required including CCTV control room, required underground cabling, digital recording system and monitor/ monitors with minimum display of 5” x 8” per camera in the control room
B	CCTV System	
11	Street Lighting	

S. No.	Name of Work	Details
A	Street Lighting with LED	Supplying, installation, testing and commissioning of LED street/ compound/ high mast/ pathway/ landscape lighting for the entire campus. The Street lighting shall include the Solar lights in addition to normal LED street lighting.

5.5 Site Preparatory Works - Technical Specifications:

AASMA shall execute all the site preparatory works, required necessary for sale of units and receipt of booking amount, but not limited to the works specified below.

The below stated technical specifications are indicative towards bare minimum requirements for execution. For any deviation in the same; AASMA may propose higher specification for approval from PIU/SMFPL.

S. No.	Item of Work	Technical Specification (CPWD / DSR / SOR/ MoRTH)
a)	Development of Approach Road of approximate length 1 km including culvert and ancillary structures	Providing and laying non modular fly ash bricks conforming to IS:12894, class designation 10 average compressive strength of approved size in pattern and including 50 mm thick compacted bed of coarse sand, filling the joints with fine sand etc. watering, compaction, and finishing to the required line, level, gradient, and camber, all complete as per the direction of PIU.
b)	Boundary Wall of approximate length of 4.0 km with Designer Project Complex Gate and Guard Room	RCC-framed boundary wall, 2100 mm high wall + 600 mm fencing with concertina wire over wall (overall 2700 mm). RCC columns @ max 3.0 m c/c, RCC plinth beam, intermediate & top bands (M-25, Fe-500D) with infill panels in AAC / concrete blocks / fly-ash bricks (CPWD). Foundation per soil strata, min. 600 mm below NGL. 12 mm cement plaster (1:4) both faces; primer + 2 coats exterior emulsion. Weep holes, expansion joints @ 30 m and RCC coping. Items & rates per DSR/ SOR (RCC, blockwork, plaster, painting) with Guard room to accommodate 4 guards
c)	Toran Dwars (Welcome Gates) - 3 Nos. Cement-Concrete gates at State-Highway entry (2 nos.) and at Dr. Para Road (1 no.)	Three (3) architectural cement- concrete Welcome Gates (Toran Dwar) at the entry from the State Highway. RCC framed structure (M-25) with decorative cement-concrete / GRC cladding, architectural facade / name lighting and branding provision, on isolated / raft footings designed for wind load (IS:875). Finishes: textured / exposed cement finish + weatherproof exterior paint. Height / clear span per approved architectural drawing and SH-authority setback norms. Items & rates per DSR /SOR (RCC, formwork, finishing, electrical).
d)	Landscaping of approach road, site office, and other	Soft landscaping: good-earth filling, manuring, turfing / lawns, shrubs, hedges, avenue & ornamental trees.

S. No.	Item of Work	Technical Specification (CPWD / DSR / SOR/ MoRTH)
	temporary structures established at site etc.	Hard landscaping: paved walkways (60 mm interlocking paver blocks on sand / PCC bed with kerb-stone edging), seating, bollards, signage & street furniture; sprinkler / drip irrigation and area drainage. Species, spacing and horticultural operations, and all items, per CPWD Horticulture Specifications and current DSR (Horticulture)
e)	Site Levelling of about 4 acres	Site clearance, grubbing and removal of vegetation; grading and levelling to formation levels; earthwork in cutting / filling with approved material spread, watered and compacted in layers (≤ 200 mm) to min. 95% MDD (Proctor); dressing & consolidation; disposal of surplus / unsuitable soil within lead as directed. Levels / cross-sections per approved drawing. Earthwork, compaction & disposal per CPWD Specifications and DSR/ SOR Earthwork items.
f)	Area Lighting	External / area lighting for roads, pathways, parking, landscape & common areas using LED luminaires on GI / octagonal poles, high-mast at major junctions, with UG XLPE cabling, feeder pillars, earthing and a solar-LED lighting component. Illumination levels & pole spacing per relevant IS / CPWD General Specifications for Electrical Works (Part-I Internal & Part-II External) and IS:1944. Supply, installation, testing & commissioning; items & rates per DSR / SOR (Electrical). About 18 High Masts for Area Lighting and About 150 Road Side Lamp Posts/ Poles for Approach Roads, Internal Roads/ Pathways Near Boundary Wall (within the Periphery/ Site), entrance, etc.
g)	Water Deep Tube wells, Submersible Pumps and Provision of Water Storage and Water distributions for Labour, Security, Office and allied works	Central Ground Water Board (CGWB) categorized Jalpaiguri Mega Food Park Project Area under the "SAFE" category. Thus, 4 no. Deep Tube wells to meet the water consumption requirement of the Project alongwith upcoming Food Processing Units in the Mega Food Park Premises. Central Ground Water Board (CGWB) categorized Jalpaiguri Mega Food Park Area under the "Green Zone 2-5 Depth to Water Level (mbgl)" category. Thus, SPV considered 4 Deep Tube wells to meet the water consumption requirement of the Project alongwith upcoming Food Processing Units in the Mega Food Park Premises. AASMA shall execute 1 No. Deep tube well with submersible pumps and water storage infrastructure in order to meet out the water requirement for site preparatory works and for smooth running of the site office.
h)	Provision of Electric Supply for office and Site Preparatory works.	AASMA shall arrange Electric Power for the Site Preparatory works and smooth running of the site Office

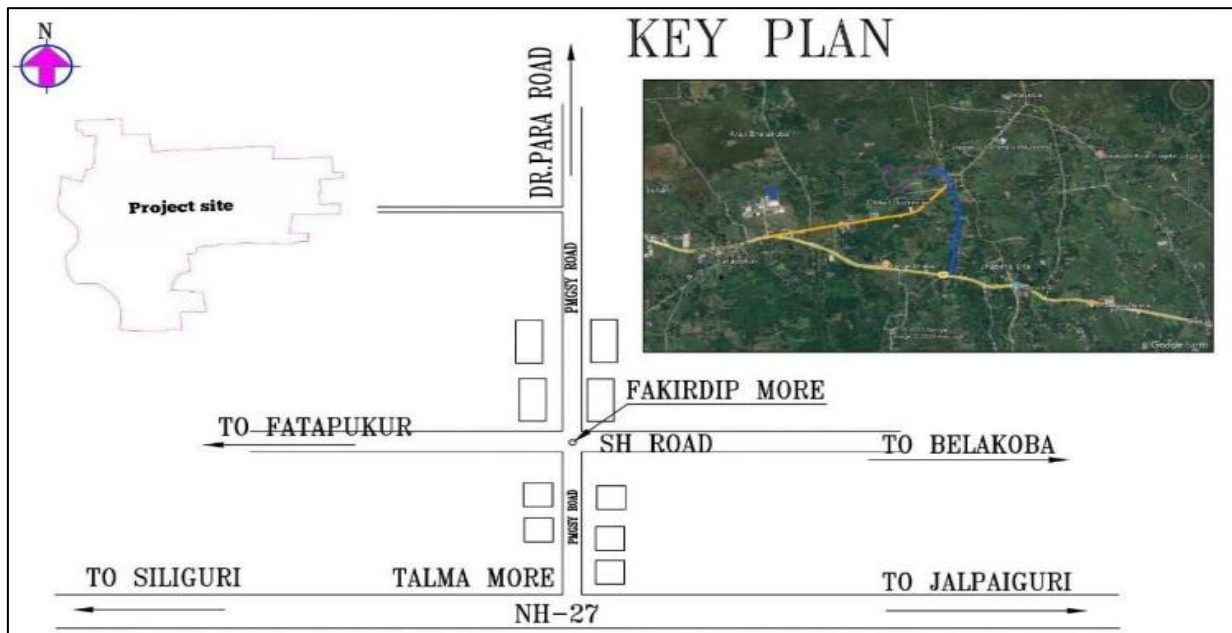
S. No.	Item of Work	Technical Specification (CPWD / DSR / SOR/ MoRTH)
i)	Completion of all activities for Initial Site Preparatory Works for Conveying Project Launching/ Lottery Launching	Dais Plan, Banners, Welcome Gates, Pandal arrangements, Fooding, Catering & Decorator Arrangements, Bhumi Pujan arrangements, Invitation & Car arrangements, Security Arrangements, VIP Sitting & Catering Arrangements, Internet LED Banners, Audio Video Arrangement for remote Foundation stone laying ceremony of the Project, etc. as required/advised by the State Government/ Central Government/ PIU & SPV. Detailed arrangements shall be pre-approved by Govt/ Relevant Ministry/ PIU/ SPV, Fooding - Siting and Pandal Arrangements for Public Gathering, AASMA shall make all arrangements for Foundation Stone/ Ground Breaking Ceremony, Project Launching and Lottery Launching etc. for the project as required and the cost towards it deemed to be included in quoted cost by the Agency.
j)	All preparations, activities for successfully conveying Project Foundation Laying Ceremony by the honorable dignitaries of State & Central Govt.	Dais Plan, Banners, Welcome Gates, Pandal arrangements, Fooding, Catering & Decorator Arrangements, Bhumi Pujan arrangements, Invitation & Car arrangements, Security Arrangements, VIP Sitting & Catering Arrangements, Internet LED Banners, Audio Video Arrangement for remote Foundation stone laying ceremony of the Project, etc. as required/advised by the State Government/ Central Government/ PIU & SPV. Detailed arrangements shall be pre-approved by Govt/ Relevant Ministry/ PIU/ SPV, Fooding - Siting and Pandal Arrangements for Public Gathering, etc. AASMA shall make all necessary arrangements for Foundation Stone/ Ground Breaking Ceremony/Inaugural Function, Project Launching and Lottery Launching etc. for the project as required and the cost towards it deemed to be included in quoted cost by the Agency.

Section -VI

Tender Drawing

SECTION-VI – TENDER DRAWING

Site Plan:



Site key plan showing the approach to site



Satellite view of the project site.