



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5103290
Dated/दिनांक : 28-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-07-2024 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-07-2024 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Water Resources River Development And Ganga Rejuvenation
Department Name/विभाग का नाम	Wapcos Limited
Organisation Name/संगठन का नाम	Wapcos Limited
Office Name/कार्यालय का नाम	Wapcos Limited
Item Category/मद केटेगरी	Survey or Market Research Services/ Program evaluation or assessment survey services/Feedback Survey - Providing Consultancy Services for Market Assessment Financial Analysis Advertisement Marketing and Sales Services of Builtup area of Development o..
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	718 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण

Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	6 Days
Estimated Bid Value/अनुमानित बिड मूल्य	239400000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	3394000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

WAPCOS LIMITED
WAPCOS Limited, NPCC Building, Plot No. - 148, Sector-44, Gurugram, Haryana - 122003.
(Wapcos Limited)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Pre-qualification criteria if required: Providing 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 total built up area of the project shall be about 28 Lakh Sq. ft.

If you want to add additional conditions in addition to standard SLA then please mention the clauses of additional SLA:Providing 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 total built up area of the project shall be about 28 Lakh Sq. ft.

Scope of Work:[1719557406.pdf](#)

If you want to add additional conditions in addition to standard SLA then please upload approval from competent authority:[1719557408.pdf](#)

Format to be uploaded by buyer for the breakup of components on cost/price offered by Service Provider in the Bid:[1719557412.pdf](#)

Payment Terms:[1719557413.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
05-07-2024 14:00:00	Chief Engineer, WAPCOS Limited, NPCC Building, Plot No. - 148, Sector-44, Gurugram, Haryana - 122003.

Survey Or Market Research Services/ Program Evaluation Or Assessment Survey Services/Feedback Survey - Providing Consultancy Services For Market Assessment Financial Analysis Advertisement Marketing And Sales Services Of Builtup Area Of Development O.. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Survey domain	Providing Consultancy Services for Market Assessment Financial Analysis Advertisement Marketing and Sales Services of Builtup area of Development of National Industrial Township Project at Agartala Tripura
Type of survey	Quantitative & Qualitative
Scope of work	Data Collection , Pre Survey Work and Data Collection
Activities under pre survey work	Project plan
Geographic Coverage	Pan-India
Mode of data collection	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 WAPCOS 6 Branding Marketing advertisement of the project
Sub-activities required under Data collection	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 WAPCOS 6 Branding Marketing advertisement of the project
Unit of survey	Groups/organization - multiple representatives

Specification	Values
Technical manpower required to be deployed on the project	Team Leader Financial Analyst Real Estate Expert Civil Engineer Architect Town Planner Marketing Expert RERA Expert Marketing and Sales Team
Minimum number of enumerators required	Minimum 50
Qualification of field enumerators	Graduate with min. 5 years relevant experience
Other Support Activities Required	Data Analysis
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity set to 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Arun Kumar Baindara	122003,NPCC Building 1st Floor ,Plot No.148 Sec-44	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum

issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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 Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

BID DOCUMENT

FOR

Selection of Agency for

**Providing Consultancy Services for Market Assessment,
Financial Analysis, Advertisement, Marketing and Sales Services
of Built-up area of Development of National Industrial Township
Project at Agartala, Tripura.**

(TENDER NO. – WAP/CMU-III/SMFPL/Marketing/2024-25/01)

**WAPCOS Limited
(A Govt. of India Undertaking),
NPCC Building, Plot No. – 148, Sector-44, Gurugram,
Haryana – 122003.**

June 2024

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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 WAPCOS Limited as Project Implementation Unit (PIU) for development of National Industrial Township at Agartala. WAPCOS 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 WAPCOS 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. WAPCOS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Project Owner and WAPCOS 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 WAPCOS Limited have taken due care in the preparation of the information contained herein and believe it to be accurate, neither SMFPL nor WAPCOS 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.

Section-I
Notice Inviting Tender (NIT)

Consultancy Services for Market Assessment, Financial Analysis, Advertisement, Marketing and Sales Services of Built-up area of Development of National Industrial Township Project at Agartala, Tripura

Section-I: Notice Inviting Tender (NIT)

WAPCOS Limited invites open online tender on behalf of SMFPL from the Reputed, Resourceful, Experienced and eligible Agencies / Consultant Firms for the work as per the following details:

Tender No.	WAP/CMU-III/SMFPL/Marketing/2024-25/01
Tender Invitation date	28.06.2024
Name of Work	Providing Consultancy Services for Market Assessment, Financial Analysis, Advertisement, Marketing and Sales Services of Built-up area of Development of National Industrial Township Project at Agartala, Tripura
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 WAPCOS Limited as Project Management Agency (PMA) and Project Implementation Unit (PIU) for development of National Industrial Township at Agartala.
Joint Venture	Joint Ventures / Consortia of firms shall not be allowed
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 area and could be extended further as per the T&C of the Contract.
Brief Scope of Work	Providing 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 total built up area of the project shall be about 28 Lakh Sq. ft.
Estimated Project Cost	Rs. 1400 Cr. (Inclusive fo GST)
Estimated Consultancy Fees	Rs. 23.94 Cr. (inclusive of GST)
Earnest Money Deposit (EMD) / Bid Security Declaration	<p>Rs. 33.94 Lakhs (Rs. Thirty Three Lakhs Ninety Four Thousand Only) (Refundable) in the form of RTGS/NEFT/D.D./Banker's cheque/ Insurance Surety Bonds/ FDR in favor of 'WAPCOS Limited' payable at Gurugram, Haryana.</p> <p>OR</p> <p>A part of earnest money is acceptable in the form of bank guarantee also. In such Rs. 20 lakh have to be deposited in form RTGS/NEFT/DD/ Banker's Cheque/FDR and balance Rs. 13.94 Lakhs can be accepted in form of bank Guarantee in prescribed format issued by a scheduled bank which shall remain valid up to one year from date of submission of tender including extensions, if any.</p> <p>The bank account as per details: Account Name: WAPCOS LIMITED</p>

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	<p>Name of Bank: Indian Overseas Bank Bank Account Number: 193502000000405 IFSC Code: IOBA0001935 Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana</p> <p>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.</p>
Solvency Certificate	Rs. 9.58 Crore (Rupees Nine Crore and Fifty Eight Lakhs only) in original from a 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 the tendering authority quoting the name of the work.
Bid Validity	180 days from the date of submission of Bid
Pre-Bid Meeting	On 05.07.2024 at 14:00 hours at WAPCOS Limited, Gurugram
Start date of Submission of Tender	28.06.2024 from 14:00 hours
Last date of Online Submission of Bid	13.07.2024 by 15:00 Hours
Date & Time of opening of Bid	13.07.2024 by 15:30 Hours
Date of Conceptual Presentation	Shall be Intimated

Note: The terms & Conditions of this tender document shall supersede the terms and conditions of GeM bid document.

The bidding document can be downloaded from the website: www.wapcos.co.in, <https://gem.gov.in/>. The tenders shall be uploaded on <https://gem.gov.in/>.

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

The technical bid shall be uploaded on the e-tendering portal and also be submitted physically (Hard Copy) 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

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quoted rate 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 WAPCOS Limited, Gurgaon 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
Chief Engineer
Construction Management Unit-III
WAPCOS Limited

Section-II
Instructions to Bidders (ITB)

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Section-II - Instructions to Bidders (ITB)

2.1 Introduction

WAPCOS Limited invites open online Percentage Rate (Single Percentage Basis) tender from experienced and eligible financial 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

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 11.71 acres of land to develop approx. 28 Lakh sq. ft. area of Saleable carpet area / Built-up area in form of HIG / MIG Residential Township of G+22/24 multiple towers with 5-star club facilities, amenities and accompanying commercial facilities within the complex in the demise land, adjacent to Mega Food Park premises at Agartala city.

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 Tula Kona Industrial Area in Jirania Block, Agartala in West Tripura District. The land is adjacent to Sikaria Mega Food Park being operated by SMFPL. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, applicable laws and regulations, and any other matter considered relevant by them.

2.1.3 Project Background

SMFPL has proposed to set up an Industrial Township building complex with modern living features on the said leased land to mitigate the requirements of affordable housing at Agartala region. The Company has decided to set up a modern Housing complex under MIG and HIG category similar to the housing norms followed by TUDA in their Housing projects at the site.

WAPCOS has been appointed as Project Management Agency (PMA) and Project Implementation Unit (PIU) for the project.

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It is proposed to engage a Financial Assessment and Marketing Agency for conducting Market Assessment, Demand Assessment, Financial Analysis, Marketing and Sales of the Built-up area for the development of the project.

2.2 Scope of Work

2.2.1 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 WAPCOS
6. Branding, Marketing, advertisement of the project
7. Sales of the built-up area through Lottery system and related activities
8. RERA and TUDA Norms Compliance

2.2.2 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, commercial office & retail)
- 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 (i) market and economic support evaluation; (ii) infrastructure support; (iii) financial and other incentives.

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2.2.3 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 Tripura State Government Employees/Employees of all Tripura 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 need to be collected from the domain experts /agencies.
- iii. The said State Government employees may include all employees of Tripura State Rifle, Tripura State Police Department, All Staffs of all DMs/ADMs/SDMs/Revenue Department, All State Government Departments, etc.
- iv. Preparation, finalization & sharing the verified list of Central Government Employees having origin / native from Tripura 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 1 Lakhs persons shall be provided by the domain experts /agencies.
- v. The said 1 Lakh Central Government Employees having origin / native from Tripura 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 Tibbat Border Police, SSB - Sasastra Sima Bal, AR Assam Rifle, 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, All Employees of Railways, All Central Government Employees of Ministry of Home affairs GOI, Postal Department, Ministry of Communication GoI, etc. shall each be contacted, having origin / native from Tripura State, being posted anywhere in India or abroad
- vi. 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.

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2.2.4 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 WAPCOS, 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., WAPCOS.

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2.2.5 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.

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 TUDA norms and Tripura RERA Act by floating separate dedicated website for the project along with other modes of marketing / selling. Agency must also try to float / utilise the TUDA 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.

2.2.6 Part V –Creating Brand Image of WAPCOS

- i. Designing and publishing / printing of Broachers for proper advertisement and branding of the project.
- ii. Creating a brand value for the WAPCOS in Agartala, Tripura by means of advertisements and placement of hoardings at prominent locations like airport terminal, railway stations, local markets etc.
- iii. The Hoardings shall be designed in consultation with WAPCOS and shall be placed at locations approved by WAPCOS.
- 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 do all needful for publication in All Media Agencies/Printing agencies (may be in different languages) of Tripura,
- vi. Preparation of all materials and to do all needful for publication in all Media/ Newspapers/ TV News Marketing/Management/ Promotions, Third Party Positive Contents /Reviews, Third Party Promoted Positive News/Reports Videos Information Awareness Display, Blogs, etc.

2.2.7 Part VI –Marketing of the Project

The purpose of the advertisement of the project shall be booking and sales of the built-up 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.

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1. **Branding** — Create a brand for SMFPL, WAPCOS, 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, etc.

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

Preparation of all materials and to do all needful for publication in all Media/ Newspapers/ TV News Marketing/Management/ Promotions, Third Party Positive Contents /Reviews, Third Party Promoted Postive News/Reports Videos Information Awareness Display, Blogs, etc .

Circulation, Printing, Put up of display Boards at Airport, at prominent locations at Agartala, engaging all advertising /publication agencies for all types of media like Online, Offline, FM-AIR, For IN-FLIGHT Announcements in all to/from flights of Agartala, for advertising/promotion in all newspapers publication houses at Tripura Agartala (for about 5 years), etc.

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.
 - 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.
 - The advertisement shall comply with the TUDA norms and Tripura RERA Act.
 - The agency shall require to place a competent team of marketing and sales experts in Agartala in order to implement the marketing and sales plan in a proper manner.
 - 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.

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5. **Call Center** — Appointment of appropriate call center to and coordinate with the call center to ensure that call center 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 3 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 WAPCOS with solutions provided/suggested / recommended with detailed statistics of solved/unsolved grievances.
7. **Web Portal** — Manage, maintain, monitor and develop a separate 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. When / 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 WAPCOS/CPSU.

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.

8. **Mobile App** – Manage, maintain, monitor and develop a separate mobile app 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. Mobile Application (App) Creation/Management, Digital Marketing, Google, Facebook, Instagram, Pinterest, Twitter, YouTube, Online Promotions, Social Media Marketing, etc.,
9. **Digital Marketing**:- Digital Marketing, 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 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.

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- 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, etc. All Media Agencies/Printing agencies (may be in different languages) of Tripura, Media/ Newspaper/ TV News Marketing/Management/ Promotions,
- iii. Creation/Full Loading of Positive Online Contents (like stories, reports, videos, blogs, all needful promotions, etc. in the interest of the Project, handling/addressing all negative online-offline rumours, reports videos, blogs, etc i.e. all needful in the interest of the Project) in the interest of the Project, CPSUs associated with SPV, SPV, TIDCL, MOFPI GOI and Tripura State Government, Sikaria Group, all agencies engaged/associated with the said Project, etc.
- iv. Creation/ Uploading/ Updating/ Management of all Third Party Positive Contents/ Reviews from all Online-offline platforms, in the entire 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 Positive Environment for the Project and Project Stakeholders including CPSUs, 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.

2.2.8 Part VII – Booking and Sales of the Built-up area

The sales of the built-up area shall be done through open transparent e-auction or through Open Public Lottery system by any prominent personality. The scope of work shall include the booking and sales of the built-up residential and commercial areas. The agency 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, the agency shall be responsible for conducting the e-auction through centralized CPP Portal or GEM portal.
- iii. The base price of the built-up area shall be decided by the Agency in consultation with WAPCOS / SPV.
- iv. In case the sales are done through open lottery system, the agency shall be responsible for inviting and processing of all the applications.
- v. Agency shall submit day to day progress report.

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- vi. Agency shall ensure for sending monthly statement to WAPCOS Ltd of (a) unsold flats (stock-in-hand), (b) Sales made and collection received (c) Outstanding Demand.
- vii. Conducting Pre-Lottery, Lottery & Post Lottery and keeping WAPCOS LIMITED totally apprised of the same
- viii. Online -offline Grievance redressal,
- ix. Registration, fees Reductions, Extension of Projects, details to be published on website of TRERA Authority, Revisions/Approvals of Maps from TRERA Authority, Representing as and when required in Central Advisory Council/Other appropriate authorities/Tribunals/Appellate Tribunals, Carefully handling/reductions all offences/penalties in TRERA Authority, Handling all complaints /matters/grievances regarding Agreement for Sale & Centre's Model Agreement for Sale & all other services (including regular T-RERA compliances, grievances/ complaints handling in T-RERA) from TRIPURA RERA AUTHORITY
- x. Registration & all other services From TRIPURA URBAN DEVELOPMENT DEPARTMENT, GOVERNMENT OF TRIPURA including sanction/release of subsidies / grants under PMAY, CLSS, other State & Central Government Subsidies/Schemes
- 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 WAPCOS / 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 Tripura or as preferred by SMFPL/PIU.

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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) — PIU must set up the call centre 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 Conducting survey to prepare Scheme Index maps for entire project area. These index maps shall depict all roads networks, existing Drain and Sewer line and related structures, mohallas, important landmarks like Govt. buildings, temples, hand pumps, GLRs. These index plans are to be used for marking locations of PSPs.
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 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. The agency shall hire / engage / appoint Standing Counsels/ Solicitor / Advocates to handle all litigation/ PIL filed against the Project, TIDCL, MOFPI GOI, SPV, State Government, WAPCOS, press, etc.

2.2.9 Part VIII – Compliance to Tripura RERA and TUDA Norms

- i. The agency shall require to do the necessary compliance of the TUDA and TRERA norms.
- ii. The marketing, booking, sales and handing over shall comply with the TRERA norms.
- iii. The agency shall be responsible for regular liasoning with the statutory bodies for any observations or their compliance.

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- iv. The agency has to advise WAPCOS 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 TRERA
- 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 TRERA Authority, Revisions/Approvals of Maps from TRERA Authority, Representing as and when required in Central Advisory Council/Other appropriate authorities/Tribunals/Appellate Tribunals, Carefully handling/reductions all offence/penalties in TRERA Authority, Handling all complaints /matters/grievances regarding Agreement for Sale & Centre's Model Agreement for Sale & all other services (including regular T-RERA compliances, grievances/complaints handling in T-RERA) from Tripura RERA authority
- ix. Registration & all other services from Tripura Urban Development Department, Government of Tripura including sanction/ release of subsidies / grants under PMAY, CLSS, other State & Central Government subsidies/Schemes
- x. Indemnify WAPCOS and SPV for any non-compliance of the rules and regulations defined by TUDA and TRERA in terms of marketing and sales of the project.

2.2.10 Detailed Scope of Work of Marketing Works

The tentative detailed scope of works of the agency for Marketing of the project shall be as explained in the following points. However, the scope is indicative only & restrictive 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. The agency needs to prepare a detailed Marketing Strategy Plan with detailed time lines.

The work shall include creating awareness about WAPCOS & 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 Dainik Sambad, Jagaran, Tripura Times, Desher Katha, Agartala, Syandan, Patrika, Anandbazar Patrika, Tripura Times, The

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Statesman, Pratibadi Kalam, Samsung Patrika, Chino Kok Kakbarak and others. (Press Release, Advertisements)

- c) Broadcast: Ads on channels like TV9, News18, ABP, Headlines Tripura, News Vanguard, News Today, PB 24 and others
- 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 and others
- e) Wires: ANI, IANS,PTI,UNI with other associated portals
- 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. Whats-app 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:

Promotion								
City	Duration (secs)	Day 1	Day 2	Day 3	Day 4	Day 5	Total spots	Total Secs
Tripura	20	8	8	8	8	8	40	800
Total secondages							40	800

Value Additions: RJ Mentions to promote the brand (Creating buzz of the project) Client to share script 5-6 lines, 5 Mentions. Subject to availability at the time of booking, Facebook posts on Radio channel, FB page & tagging handles of the brand. (Client to provide content). Almost similar plans for other radio channels too.

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- h) Brand Ambassadors and inviting personality guests: Organizing events and inviting eminent personalities from Film Industry, Ministry officials, Ministers, Local MLAs in various events and all related expenses
- i) 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.
- j) Awards: Filing nominations and receiving awards like: Economic Times Real Estate Awards, Times Business Awards, Mid-Day Real Estate Awards etc.
- k) Crisis Management: (Different Commercials & plans): Managing to share more and more of positive content in media, social media and whichever best medium at that time to remove negative rumors. This shall be applied in-case of crisis.

Note: 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.

Note: 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.

Tentative Quantification of Advertisement:

Sr. No.	Platforms	Tentative Scope & Timeline for 5 years
1.	News Media Management: Print, Broadcast, Online, Wires, Radio, Outdoor Branding	Print: (Monthly 2 to 3 Ads + Editorial) Broadcast: (Monthly 2 to 4 slots) Online: (Monthly 2 press release with different portals) Wires: (Monthly 2 press release) Radio: (Monthly 2 Ads + Interview for broadcasting over the month) Outdoor Branding: (Monthly Hoardings, Airport, In-Flight Branding, TV, Bus, Theaters etc.) including creating and designing the content (Graphical & written)
2	Creating Database	Creation & management of Customer's Database (about 4 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 all (about 2.5 Lakh) Tripura State Government Employees/Employees of all Tripura State

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Sr. No.	Platforms	Tentative Scope & Timeline for 5 years
		<p>Government Public Sector Undertakings, Banks, etc.</p> <p>Preparation, finalization & sharing of the verified list of all Central Government Employees having origin / native from Tripura State working in organizations like Security Forces, Railways, various ministries, Postal Department etc.</p> <p>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.</p> <p>Hiring separate teams of experts, supervisors, team leaders etc. for interacting with the potential buyers</p>
3	<p>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.</p>	
4	<p>Digital Marketing & Management</p>	<p>Website: Creation & management of Website (Development+5 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.</p> <p>Mobile App: Creation of Mobile app and approving it on all the platforms like IOS, Play-store. (Development+5 years Management) and updating latest announcements till 5 years.</p> <p>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.</p>

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Sr. No.	Platforms	Tentative Scope & Timeline for 5 years
		<p>Data Lead Generation: Generating leads through different campaigns and platforms. Also downloading it and making it available for calling process. (Tentative Monthly 3000 leads)</p> <p>Posting & Designing Content: Weekly 2 creative post on all the required platforms + re-post of influencers video, positive reviews about the scheme by Tripura Govt. employees.</p> <p>Reputation Management: Everyday process Tracking all negative feedbacks, comments and removing from the particular platform, creating positive image of the brand, project, founders etc.</p> <p>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.</p>
5	Social Media Marketing & Management	<p>FB, Instagram, Twitter 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, Twitter, Pinterest, YouTube etc. with dedicated manager to manage all the handles, Creative to be made by Graphic team. Targeting Tripura 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</p> <p>Influencer Marketing: Monthly 4 to 5 posts on reels, wall, 24 hours status.</p> <p>Whatsapp Marketing: Everyday Process till the project ends. Verifying Whatsapp, Chatboat for bulk messages, Linking FB Business Account Manager to Whatsapp etc.</p>
6	Radio Promotions	Monthly 2 -Ads or prerecorded audio and available slots.

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Sr. No.	Platforms	Tentative Scope & Timeline for 5 years
7	Awards	Monitoring upcoming awards and applying it. 7 to 8 nominations
8	Calling Process	<p>Everyday Process - Converting leads to visit venue, Interacting/follow ups/local coordination/ selling/ marketing/ cold calling with all the State Government employees/Tripura State PSUs' employees</p> <p>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.</p> <p>Interacting/Meeting customers in person/in tele-calls, Registration/Allotment/ Handover of Flats/ Units to prospective buyers/ Buyers</p>
9	Media Events in Tripura	Monthly at-least 1 get-together with media professionals followed by dinner, cocktails, media gifts, press release distribution etc
10	Crisis Management	In-case of any crisis or rumors due to any reason: Creation/Full Loading of Positive Online - Offline Third Party Positive 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.

2.3 Description of Personnel and Requirement:

The following technical manpower will be required for Third Party Quality Assurance services as per progress of work:

Sl. No.	Key Personnel	Responsibilities	Qualification / Experience
1	Team Leader	To lead, co-ordinate and supervise the multidisciplinary team for the project.	M.B.A./CA/Post-Graduate with minimum 15 years of experience in similar projects
2	Financial	Responsible for financial	Graduate in Finance with minimum 10

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Sl. No.	Key Personnel	Responsibilities	Qualification / Experience
	Analyst	analysis and modeling of the proposed Project.	years of experience in similar projects
3	Real Estate Expert	Responsible for providing market input for the project.	Graduate in related field with minimum 10 years of experience in similar projects
4	Civil Engineer	Responsible for providing cost input for the project.	Graduate in Civil Engineering with minimum 7 years of experience in similar projects
5	Architect / Town Planner	Review of concept plan / master plan for providing inputs for the project	Graduate in Architecture with minimum 5 years of experience in similar projects
6	Marketing Expert	Marketing & Sales of the Built-up area	Graduate in Marketing with minimum 10 years of experience in similar projects
7	RERA Expert	Compliance of TRERA & TUDA norms	Graduate in related field with minimum 10 years of experience in similar projects
8	Marketing and Sales Team	The consultant shall require to depute a dedicated team in Agartala for carrying out the marketing and sales of the entire project.	

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. WAPCOS 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)

2.4 Approval of Personnel:

The agency should submit the list of Key Personnel to be employed (as defined in above clause(s)) by title as well as by name are for approval of Engineer- In-Charge of Employer. In respect of Personnel which the agency proposes to use in the carrying out of the Services, the agency shall submit to the Employer for review and approval a copy of their Curricula Vitae (CVs) against which approval shall be provided by Engineer-In-Charge 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.

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2.5 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 the agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the agency 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 the agency 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 the built-up area. 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 /Financial Consultant in India and shall operate in conformity with the provisions of laws in India.
- ii. The Applicant must be incorporated & registered in India under Companies Act 2013 or Partnership Act 1932 or Limited Liability Partnership Act 2008 and should have a minimum experience of 10 years in Real Estate consulting services in India.
- iii. The Bidder must possess valid License, GST Registration Certificate in Tripura, PAN card and Company Registration Certificate.
- iv. The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. **A certificate shall be attached in this respect.**
- v. The agency should have high creative/design and execution capabilities and a strong & experienced media planning & buying competency for the following:-
 - **Advertisements/Print & Production:** The Agency should have capabilities for designing and executing advertisements/Display advertisements, printing corporate house journals, corporate/prestige publications, event specific brochures, leaflets, pamphlets etc.

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- **Designing:** Agency should have an expert graphic designing team with latest designing software installed for social media and allied designing jobs such as video productions, etc.
- **Films & Online:** The agency should have capabilities for creating films/videos and advertisement in electronic and print media.
- **Marketing:** Marketing, & Advertisement, Booking, Selling, Soliciting buyers for purchasing the flats, etc.

vi. The bidder should have experience of having completed similar project for any central / state Govt./ Public Sector Units / Private Sector during last 7 years in

One similar completed work costing not less than 80% of the Estimated Consultancy Fees.

Or

Two similar completed work costing each not less than 50% of the Estimated Consultancy Fees.

Or

Three similar completed work costing each not less than 40% of the Estimated Consultancy Fees.

Or

One similar completed work costing not less than 80% of the Estimated Project Cost.

Or

Two similar completed work costing each not less than 50% of the Estimated Project Cost.

Or

Three similar completed work costing each not less than 40% of the Estimated Project Cost

Similar works means: Consultancy Services for Marketing Assessment/ Financial Assessment / Sales Services of **Mixed use development of Residential / Non-residential multistory Buildings / Residential Township Project / Commercial Buildings in development / re-development projects.**

The past experience should be supported by Work Orders and completion certificates issued by the Client's organization. The completion / experience certificates, along with the supporting documents, shall be got verified from the issuing authority / organizations prior to award of works. In case, the works / certificates are not verified by the issuing authority, WAPCOS reserves the right to not consider for the award of works. For work experience of private sector, the completion certificates shall be supported with copies of corresponding TDS certificates.

vii. The bidder must submit Integrity Pact and Integrity Agreement with this bid as per Annexure-2.

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2.7.2 Financial Strength:

The average annual financial turnover on works during the immediate last three consecutive financial years, ending March 2024 shall be at least Rs. 7.182 Crore. Audited Balance Sheet for 5 (five) years ending financial year 2023-24 are to be enclosed. 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.

Solvency Certificate issued from a Nationalised / Scheduled Commercial Bank approved by Reserve Bank of India (RBI) should be at least Rs. 9.58 Crores addressed to the tendering authority quoting the name of the work. The Certificate should be issued between the publishing of NIT & last date of submission of Bids, including extensions, if any. The certificate shall be submitted in original and the colour/ b&w copy/scanned copy shall not be accepted. The certificate should carry name, designation & power of attorney of the bank official.

The net worth of the bidder should be positive during the last financial year ending 2023-24. 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.

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 2023-24. 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.

- 3** The Bidder 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:

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- Notice Inviting Tender (NIT)
- Instructions to Bidders (ITB)
- Annexures for Bid Submission
- 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: **projects@wapcos.co.in** 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.

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.

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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 of Volume-I, 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 / Authorization Letter in case of Proprietor firm, to sign the Tender in original
2. Receipt of EMD submission or exemption certificate

The documents submitted in Part-A1 shall be examined first. Any bids not complying with the above-mentioned requirements shall not be evaluated further and shall be summarily rejected.

Part –A2:

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

1. Letter of Transmittal.
2. GST Registration Certificate in Tripura. If not registered till date of submission of bid, Bidder will give undertaking on their letter head stating that in case the work is awarded they will get registered in GST as per Govt. norms before submission of bills.
3. Copy of PAN card.
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

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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.
10. Annual Turnover, Net worth and Audited Balance Sheets for Last 5 (Five) years ending on the financial year 2023-24 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 2023-24 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. 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 seven years as per format enclosed in Annexure-10
14. Bid Security Declaration as per Annexure-15
15. Undertaking in respect of Rule-144(xi) in GFR 2017 as per Annexure-18
16. Signed & Stamped tender document including Corrigendum & Addendum, if any

The Bid Processing Fee, Bid Security/EMD/ Documentary Proof for waiver of the same, shall be submitted by the Bidder before the date & time of submission of Bid, failing which the Bid shall be summarily rejected and the Bid shall not be opened. 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-11 & 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 GeM Portal only. Annexure-11 shall be filled in PDF & uploaded online 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

- a) 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.

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- b) 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 GST, Income Tax & Surcharges, etc. Any other taxes /cess as per Government directives shall be deducted from each bill paid to the Contractor, from time to time.
- c) The agency 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.
- d) Anti-Profitteering Clause: Upon implementation of GST or any reduction in tax on account of anti-profitteering 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.
- e) In case of any law requires WAPCOS to pay tax on the contract price on reverse charge basis, the amount of tax deposited by WAPCOS would be considered as per Income tax act, GST Laws or any other law as applicable.
- f) 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.
- g) The Bidder shall keep the contents of his tender and rates quoted by him confidential.
- h) 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 eighty days) from the date of opening of Bids. 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 / Bid Security Declaration

- a) The bidder has to submit the EMD as per the details mentioned in the NIT.
- b) If the bidder is exempted to submit the EMD, they shall mandatorily submit the Bid Security Declaration as per Annexure-12 on a stamp paper of appropriate value.
- c) The unique transaction reference of RTGS/ NEFT 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.

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- d) 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.
- e) 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 as well as submitted physically (1 copy) at WAPCOS office given in this NIT. Financial bid shall be submitted through GeM 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.

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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-11&12 of Section-III of Bid document in a percentage basis Financial Bid shall be uploaded on GeM portal only. No hard copy of Financial Bid needs to be submitted.

- c. The Bidders are advised to submit complete details with their bids. In case of discrepancy between the documents physically submitted and documents uploaded on GeM Portal, the Technical Bid Evaluation will be done on the basis of documents uploaded on GeM 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) Online Submission of Bids

The bidders are required to submit soft copies of their bids electronically on the GeM Portal. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal. More information useful for submitting online bids on the GeM Portal may be obtained at gem.gov.in

ii) General

The Special Instructions (for online submission) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

iii) Broad Outline of Activities from Bidder's Perspective



Objective

Welcome!

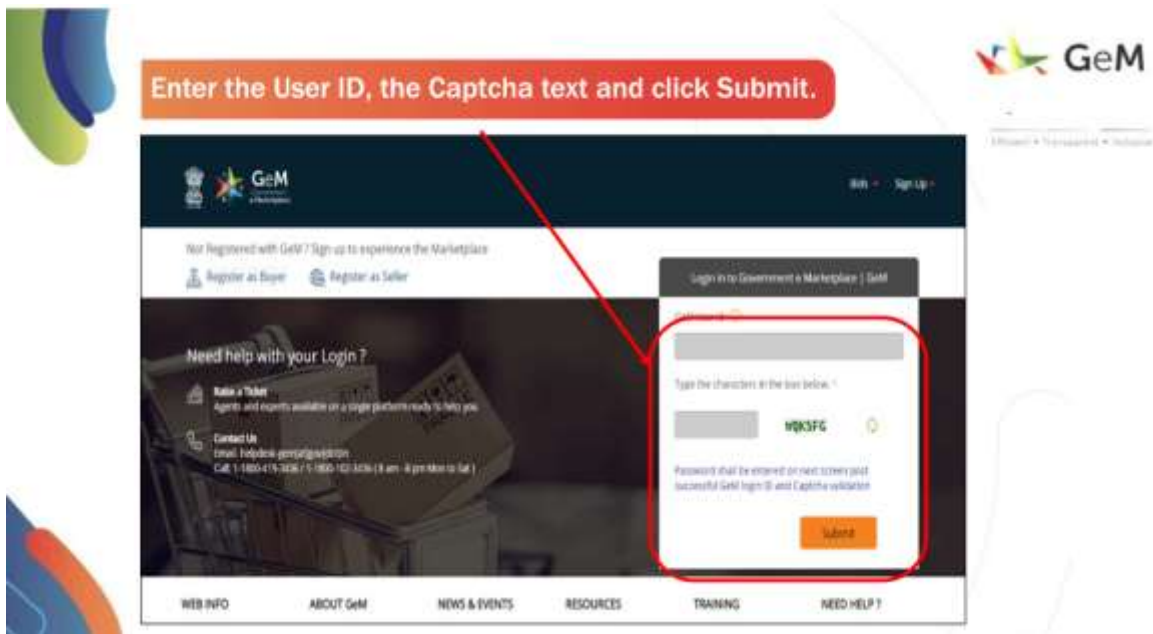
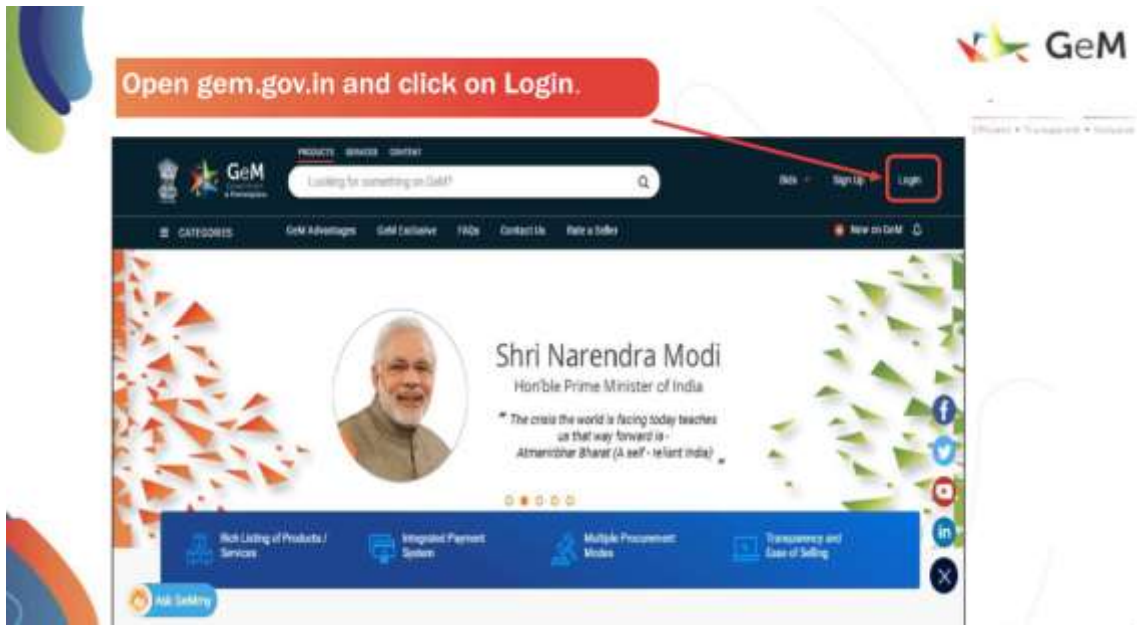
In this Module, we will introduce you to Bid participation by Seller for Services.



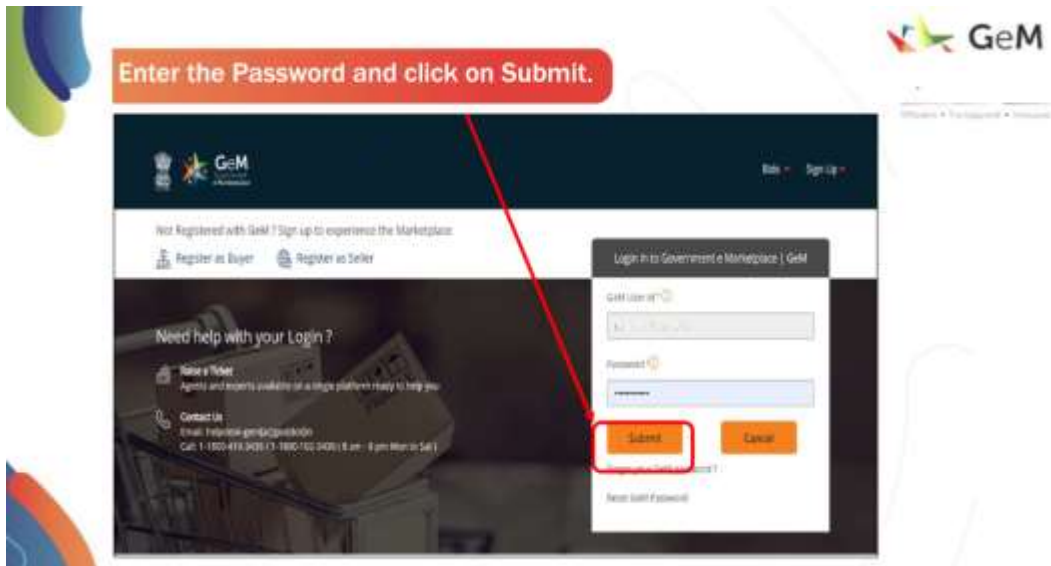
Bid Participation-
Services



Consultancy Services for Market Assessment, Financial Analysis, Advertisement, Marketing and Sales Services of Built-up area of Development of National Industrial Township Project at Agartala, Tripura



Consultancy Services for Market Assessment, Financial Analysis, Advertisement, Marketing and Sales Services of Built-up area of Development of National Industrial Township Project at Agartala, Tripura



Consultancy Services for Market Assessment, Financial Analysis, Advertisement, Marketing and Sales Services of Built-up area of Development of National Industrial Township Project at Agartala, Tripura

The screenshot shows the GeM portal interface with a search bar at the top. Below the search bar, there are three bid listings. A green callout box with white text is overlaid on the first bid listing, stating: "Select the type of bid you want to participate in or search with the bid number or the Service Title." The bid listings include details such as "Department Name and Address", "Bid No.", "Bid Date", and "Bid Due".

This screenshot shows the search results page on the GeM portal. A search bar at the top right contains the text "Cleaning & Maintenance services". Below the search bar, there are several search results. A green callout box with white text is overlaid on the first search result, stating: "Enter the Service Title here to Search & select the relevant option from recommendations." The search results include details such as "Department Name and Address", "Bid No.", "Bid Date", and "Bid Due".

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Bidder's Registration & Auction

Select the appropriate options for the Core Specifications and Add On(s).

Specification	Bid Requirement	Offered
Core		
Type of Work	• Labor Work	Other Work
Per Lot	• Per Lot	Per Lot
Unit	Quantity	Quantity
Brand	Unit	Unit

[Save and Continue](#)

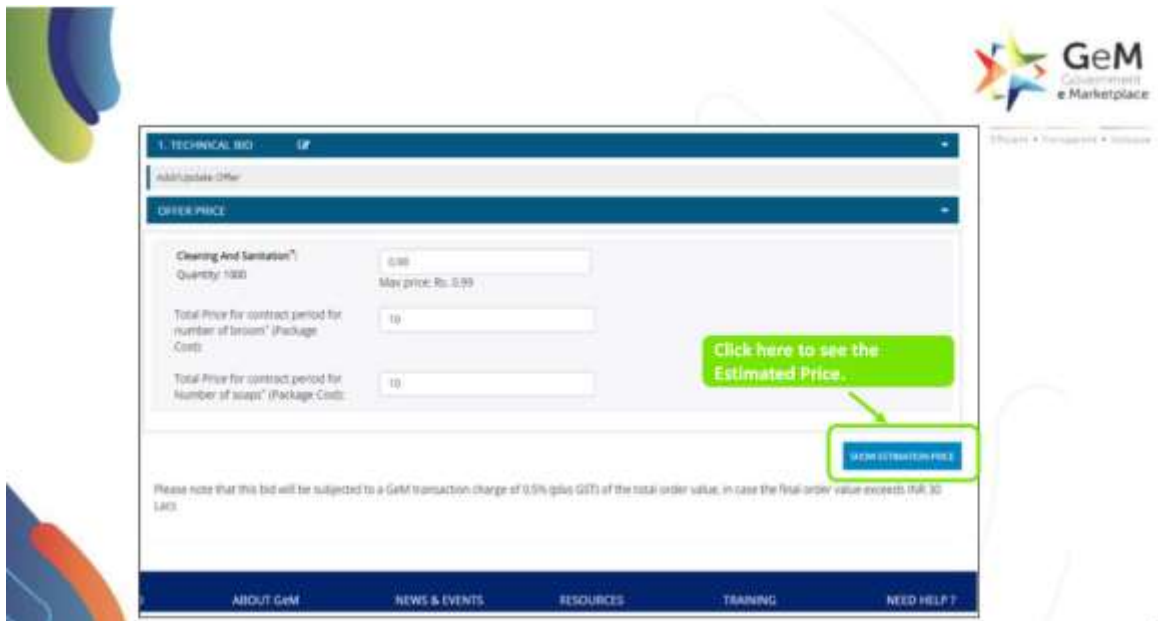
Bidder's Registration & Auction

Click here to save and continue.

Specification	Bid Requirement	Offered
Core		
Type of Work	• Labor Work	Other Work
Per Lot	• Per Lot	Per Lot
Unit	Quantity	Quantity
Brand	Unit	Unit

[Save and Continue](#)

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[Home](#) | [Registration](#) | [My Profile](#)

Technical Specifications Comparison

Cleaning and Sanitation

You can view the technical specifications comparison.

Component	Quantity	Rate Per Square Meter (Rs. Flooring Day in 000)	Number of Items	Unit Price	Number of Items	Unit Price	Number of Items	Unit Price	Number of Items	Unit Price	Total Price (000)
Lot 1	1000	200	Package	10	Package	10	24				20000
Sub Total											20000
Total Price											25,333,000.0000

Click here to Proceed

Please note that this is not an actual bid. It is only a comparison of prices. The actual bid will be submitted by the bidder.

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1. Technical Bid

Administrative Offer

Offer Price

Please enter Offer Price (inclusive of all taxes including GST) for the below items.

Cleaning & Sanitation - (PM) 1 - (Includes: Hospitality (Standard Unit Rate Per Frequency Per Cycle)) Quantity 1	2000	Change Price
---	------	--------------

Click here to save your price and continue.

Your price will be accepted with lower public key. Hence you will not be able to view your price. This can be open with buyer private key.

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Consultancy Services for Market Assessment, Financial Analysis, Advertisement, Marketing and Sales Services of Built-up area of Development of National Industrial Township Project at Agartala, Tripura

GeM Government Marketplace

OFFER PRICE

1. TECHNICAL BID

OFFER PRICE

Specify the offer price/amount of offer. GST is included in the price range.

Custom Bid/Item/Quotation Cost of The Specified Service/Installation For The Contract Duration of

In Custom Bid- Services, the service provider has to mention the total cost for the entire Contract Duration.

Please note that the bid will be subject to a 5% EMD (Escrow Money Deposit) of 5% of the bid value. The bid value entered should be the bid value entered in the bid.

WEB INFO ABOUT GEM NEWS & EVENTS RESOURCES TRAINING NEED HELP?

GeM Government Marketplace

OFFER PRICE

Upload Documents

Financial and other document to be uploaded by the seller.

Prices for the Spares/Consumables to be provided in the Financial Document PDF.

Prices for the Spares/Consumables to be provided in the Financial Document PDF.

Please Note: To ensure timely supply of materials for this or all other or other projects, documents will be subject to the bid will be held by conditions. Indicate any further notes. If before, please note the fact that the financial document will be subject to the bid will be held by conditions. Indicate any further notes. If before, please note the fact that the financial document will be subject to the bid will be held by conditions. Indicate any further notes.

Consultancy Services for Market Assessment, Financial Analysis, Advertisement, Marketing and Sales Services of Built-up area of Development of National Industrial Township Project at Agartala, Tripura

OFFER PRICE

Upload Documents

RA DOCUMENTS

Bidder Turnover: No file chosen

Certificate (Requested in AOT): No file chosen

Bidder: No file chosen

Please upload Financial Document: No file chosen

MSE Category

Are you an MSE for this project? Yes No

MSE Category Certificate No file chosen
 Please upload MSE category certificate for verification
 File uploaded: SMC202004.pdf

Callouts:

- Select "Yes" if you wish to apply for MSE Purchase Preference and Upload the MSE Category Certificate for Verification.

To better streamline bidding and selection for MSE or MS status or MSU category document with respect to the MS will include for qualification, mandatory bidder enter 22 bid fee, please note the Funding of loan is provided by MSE or MS. Declaration for seeking MSU category and MS or MS purchase preference in Bids is subject of BMR terms and conditions and each offer must be checked from drawing tender transactions or BMR without any further delay.

GeM Government e Marketplace

1. Bid Submission 2. Bid Verification 3. Bid Evaluation 4. Bid Award

1. Bid Submission

2. Bid Verification

3. Bid Evaluation

4. Bid Award

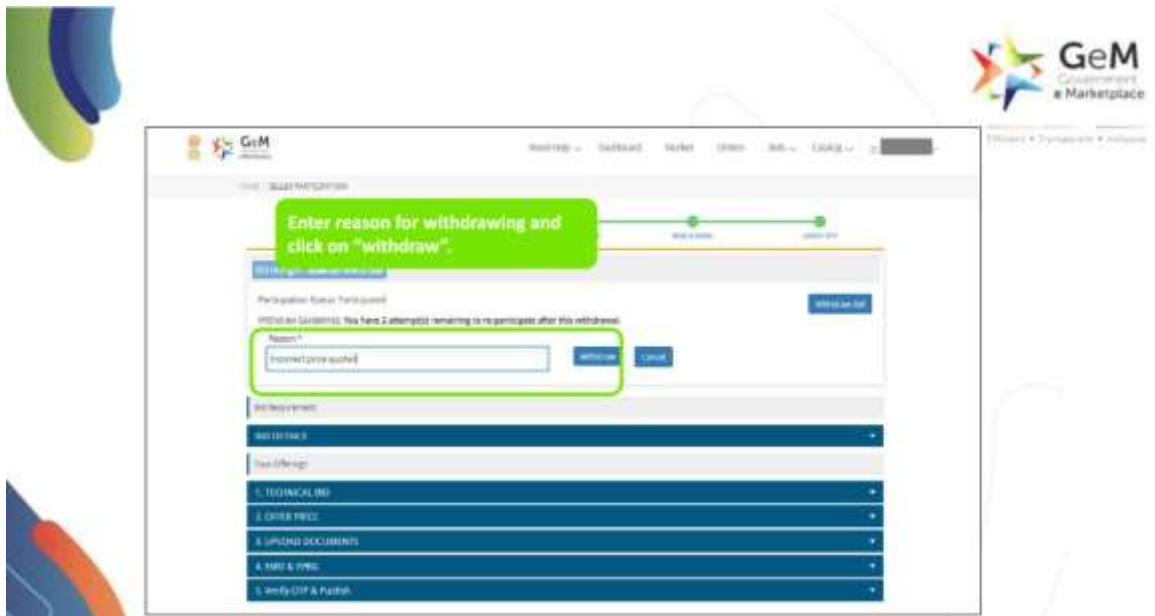
Submit Offer

Request OTP to submit your offer

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REGISTRATION

1. Bidders are required to enroll on the GeM (Government e-Marketplace) portal
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. 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 GeM Portal.
4. Bidder then logs in to the site through the secured log-in by entering their user ID / password.

Note: For Detailed process of registration, interested bidders may refer <https://gem.gov.in/> website.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the GeM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include GeM ID, Organization Name, and Location 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, Location, Other keywords etc. to search for a Bid published on the Gem Portal.
2. The bidder should make a note of the unique GeM ID assigned to each Bid, in case they want to obtain any clarification / help from the GeM Helpdesk.

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Township Project at Agartala, Tripura**

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. 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.

Note: For Detailed process of preparation of bid, interested bidders may refer <https://gem.gov.in/> website.

2.17 SUBMISSION OF BIDS

For Detailed process of bid submission, interested bidders may refer <https://gem.gov.in/> website.

1. 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.
2. The bidder has to upload the required bid documents one by one as indicated in the tender document.
3. Bidder should submit the EMD as per the instructions specified strictly in the tender document. The receipt of submission should be posted/couriered/given along with Technical Bid in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details 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.
4. 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.
5. 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.
6. 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.

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ASSISTANCE TO BIDDERS

1. 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.
2. Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk.

PHYSICAL SUBMISSION OF BIDS

The Bidder shall follow the procedure as indicated below:

- The Technical Bid shall be wrapped in an envelope addressed to **Chief Engineer, Construction Management Unit-III, WAPCOS Ltd., NPCC Building, Plot no. 148, Sector 44, Gurugram, Haryana – 122003** 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.
- The contents of the Technical Bid and Financial Bid shall be as detailed under relevant clauses of ITB herein.
- No responsibility will be accepted by WAPCOS for the misplacement or premature opening of a tender/bid, not sealed or marked as per aforesaid instructions.
- The Bid should be submitted in the office of the **Chief Engineer, Construction Management Unit-III, WAPCOS Ltd., NPCC Building, Plot no. 148, Sector 44, Gurugram, Haryana - 122003.**

2.18 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.

2.19 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.

2.20 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.

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2.21 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.

2.22 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.

WAPCOS 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 document.
 - iii. Specifications stipulated in Technical Specifications are not met by the bidder.
 - iv. Any other reasons due to which WAPCOS finds that the bidder is not eligible.
-
- i. WAPCOS will examine the Bids to determine their completeness in all respect as per the requirements of this Tender/ Bid document. WAPCOS 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. WAPCOS 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:

Sr. No.	Description	Marks	Maximum Marks	Cmulative Marks
1.	Technical & Financial Strength			
	Technical Strength as per 2.7.1	5	10	10
	Financial Strength as per 2.7.2	5		
2.	Organization structure			
	Team Leader	8	30	40
	Financial Analyst	6		
	Real Estate Expert	5		
	Marketing / Transaction Expert	4		
	Civil Engineer	3		
	Architect / Town Planner	2		
	RERA Expert	2		

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Sr. No.	Description	Marks	Maximum Marks	Cumulative Marks
3.	Approach & Methodology <ul style="list-style-type: none"> ➤ Understanding the TOR ➤ Methodology of Financial Analysis ➤ Marketing concept to generate revenue for the project ➤ Team Composition ➤ Timelines 	40	40	80
4	Conceptual 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.			
	Demand Assessment & Financial Analysis	8	20	100
	Financial Model and Structuring for the project	5		
	Marketing Strategy for the project	5		
	Past Experience in revenue generating projects	2		
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 Personal shall be done as under:

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

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SI no.	Eligibility Criteria for Evaluation	Range	Out of 100 Marks
1	Qualification	Graduate – 25 Marks	25
2	Experience	Minimum Experience of 10 Years - 20 Marks Exp > Min Exp + 5 Years – 25 Marks	25
3	Number of Similar Assignments	Minimum Experience 2 Nos - 35 Marks 3-4 Nos – 40 Marks 5-6 Nos – 45 Marks >6 Nos – 50 Marks	50

Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out. For financial evaluation, the total cost indicated in the Financial Proposal, will be considered. WAPCOS will determine whether the Financial Proposals are complete, qualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Bidders.

WAPCOS 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 WAPCOS finds that the Bidder is not eligible.

2.23 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.

2.24 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.

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2.25 Clarification of Bids

To assist in the examination, comparison and evaluation of Bid, the Employer may ask Bidders for clarification of the 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 lowest evaluated 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.

2.26 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 securities.
- 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.

2.27 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. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Security will be forfeited.

2.28 Evaluation and Comparison of Bids

WAPCOS will only evaluate and compare the Bids determined to be Substantially Responsive.

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In evaluating Bids, WAPCOS will determine, for each Bid, the Evaluated Bid Price by adjusting the Bids Price as follows:

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

WAPCOS 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 WAPCOS shall not be taken into account in Bid evaluation.

2.29 Award of Contract

WAPCOS 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.

2.30 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 contract price 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.

2.31 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 Chief Engineer. Construction Management Unit-III, WAPCOS Limited, NPCC Building, Plot no. 148, Sector 44, Gurugram-122003, Haryana for signing of the Contract Agreement as per Annexure-8. 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 Bid Security.

2.32 Corrupt or Fraudulent Practices

It is required that the Bidders /Contractor 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:

- "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
- "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

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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.

2.33 Deliverables

Sr. No.	WORK IMPLEMENTATION SCHEDULE	Timeline of Completion of Activities (Tentative)
1)	Award of Work	T1
2)	Preparation of Market Assessment & Financial Analysis Report	T1+1.5 Months
	Submission of Inception Report	10 days or earlier from the date of receipt of Work Order.
	Submission of Market Assessment Report	2 weeks or earlier from the date of receipt of Work Order.
	Submission of Financial Analysis Report	4 weeks or earlier from the date of receipt of Work Order.
	Submission of Project Information Memorandum	6 weeks or earlier from the date of receipt of Work Order.
	Submission of Marketing Plan	6 weeks or earlier from the date of receipt of Work Order.
3)	Completion of all Registration formalities under Tripura RERA Act/Rules/TUDA norms and any other formalities of Central & State Govt. As required. Registering as a Real Estate Agency for Marketing purposes in the State of Tripura as required under the Real Estate (Regulation & Development Act, 2016) framed through by the State	T1+2 Months
4)	Conducting Marketing and advertisement to establish Brand & name of WAPCOS / SMFPL and the Project in Agartala	T1+2 Months
5)	Conduct marketing including digital Marketing of the Project mentioning name of Architect/Land Owner, Customer care executives along with its Name and Logo for better transparency	T1+2.5 Months

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Sr. No.	WORK IMPLEMENTATION SCHEDULE	Timeline of Completion of Activities (Tentative)
6)	Advertise and take up promotional/public awareness activities (including advertisement at Agartala Airport / all incoming & outgoing flights and at prominent locations at Agartala, Local Newspapers, Local Radio, and Local T.V Channel campaigning etc. about the Project and Invitation of Bookings / applications for Lottery.	T1+2.5 Months
7)	Write and Contact different State Government, Central Government, PSUs, Railways, Security Forces, Banks, Financial organizations, all State Government Departments: <u>for bulk bookings</u> .	T1+2.5 Months
8)	Utilize the TUDA website and also other State and Central online/ offline Platforms of prominent Bankers of the State (viz. Tripura Garmin Bank, PNB, SBI, Other Bank etc.) for publication/ invitation of application/ Bookings/ Allotment of flats/ Units	T1+2.5 Months
9)	<p>Requirement / Assesment / Booking of Bulk Buyers. Preparing letters with Brochures along with an Offer Document / Informative Booklet / Proejct Brouchure / others etc.</p> <p>Writing, meeting & taking up will all the potential Bulk Booking Buyers of State & Central Government Employees, Cooperatives, Organizations. The Agency shall make their requirements, take their bookings / payments, arrange signing of Agreement for the Sale of the propsoed residential units / flats as per the below mentioned Detailed Tentative Schedule:</p> <p>a) For First 10% Buyers (T1 + 3 Months) b) For Next 20% Buyers (Totalling 30% Buyers) (T1 + 6 months) c) For Next 30% Buyers (Totalling 60% Buyers) (T1 + 9 months) d) For Remaining 40% Buyers (Totalling 100% Buyers) (T1 + 12 months)</p>	T1 + 4 Months

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Sr. No.	WORK IMPLEMENTATION SCHEDULE	Timeline of Completion of Activities (Tentative)
10)	Accordance of all Statutory Approvals including TUDA Sanction / TRERA Approvals / EC from SEIAA / Consent to Establish & Operate from PCB (by submitting all necesasry documents, fees, expenses, Compliances, etc) for starting consturction activities of the project.	T1 + 6 Months
11)	<p>Booking, Selling, Soliciting, Buyers for marketing the flats (As specified by SMFPL / WAPCOS)</p> <p>Conducting Pre-Lottery (Branding, Demand Survey, Advertisement, Marketing Strategy, Help Desk, Call Center, Grievance Portal, Web Portal, Mobile App etc.), Lottery stage and post Lottery (keeping SMFPL / WAPCOS totally apprised of the same).</p> <p>Conducting Lottery with hands of Union Minister / Chief Minister/Governor and also allotting 1% of Units to War Widows War Victims of Tripura State origin (Tribute to National Heroes)</p>	T1 + 6 Months
12)	<p>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</p> <p>ii) To do all needful for Pre-Approval of the Project by prominent Bankers for convenience of Buyers</p>	T1+8 Months
13)	<p>Signing of Agreement in association with SMFPL with allottees / Buyers (in phase)</p> <p>Handing over of Flats to the Allottees (in phases)</p> <p>Follow up with prospective allottees regarding payment of installment</p>	Till Completion of the Project

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2.34 Payment Terms

SCHEDULE OF PAYMENT				
Sl. No.	From Unit Buyers			Instalment payment to Project Marketing Agency 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. In case of any cancellation, entire fees shall be adjusted / deducted from amount paid / payable to the agency for the said unit.
- b. 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.
- c. The consultancy 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 etc.
- d. Consultant shall submit his bill along with full description about service provided, separately for both of the works.
- e. Payment for part work completed can be considered/ worked out on pro-rata basis, if required.
- f. Consultant shall not claim payment against pending services or incomplete stages of work.
- g. All payments paid to Consultant are advance payments in the form of running account bills & it can be adjusted at any stage as well as during finalization of final bill.

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- h. The cost of references to be made by the Consultant to his in house professional experts or outside professional experts are included in the quoted fees and nothing extra will be paid by WAPCOS on this account.
- i. WAPCOS reserves the right to carry out the services independently from any other service consultant if desired & payment will be made to concerned consultant which shall be adjusted from the payment to be made under this contract.
- j. In case only a part of the project is continued beyond any stage of work, no further payment shall be made to the consultant for the work not executed. Further payments shall be released proportionate to the work continued beyond the above stage of work.
- k. No additional fee shall be paid on account of site visits / market visits / market surveys / meeting with client or owner etc.
- l. 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.
- m. 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. The Agency acknowledges that under the present Contract, WAPCOS is only working as intermediary between Sikaria Mega Food Park Limited (SMFPL), being Principal Client and Agency. Thus the Agency unconditionally acknowledge that the payments under the present Contract shall be made proportionately by WAPCOS only on back to back basis i.e. after 21 days subject to receipt of payment from SMFPL being Principal Client. The Agency also unconditionally agree that in the event the payment or part thereof, under the present Contract is not received from Client, then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to the Agency. 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. All Registration formalities under Tripura RERA Act/Rules (detailed in Scope of Work) TUDA norms, State Government / Central Govt. Local Authorities etc. and any other Law /Rules laid down by any Govt. as required.
- ii. The agency shall do all needful including the marketing, selling, collection, conducting lotteries, advertisements, Online & Offline advertisements, public awareness, Customer satisfaction, etc as, required in the interest of the Project.
- iii. The agency shall appoint a dedicated Officer for the same on behalf of the agency.
- iv. The agency shall work in establishing the brand of SMFPL & WAPCOS in the region/territory/state first by setting dedicated State Office at Agartala, necessary public awareness campaigning in the state about SMFPL & WAPCOS and its activities of national repute.
- v. Conduct advertisement in Media, Website, Banners etc. Publish Brochures etc.
- vi. Booking, Selling, Soliciting Buyers for selling the flats as specified by SMFPL.
- vii. Conducting Pre-Lottery, Lottery & Post Lottery and keeping SMFPL & WAPCOS apprised of the same.
- viii. Follow up with prospective allottees regarding payment of instalments.

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- ix. Registering WAPCOS / SMFPL as a Real Estate Agency & Promoter in the State of Tripura as required under the Real Estate (Regulation and Development Act, 2016) framed thereunder by the State.
- x. Appointing of eligible Sub-Marketing Agency (if required)
- xi. 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 & WAPCOS.
- xii. Collecting list of all State Government employees and contacting each of them (through its marketing team), and convert the leads into Sales.
- xiii. The agency shall also write and coordinate with bulk Government buyer organizations for early sales.
- xiv. The agency shall do all needful for pre-approval of Project by the prominent Bankers for convenience of Buyers
- xv. The agency shall organise lottery with help of WAPCOS / SMFPL and also allot 1% of Units to War Widows/War victims of Tripura State Origin, as a tribute to our National Heroes.
- xvi. 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 the agency shall do all needful for pre-approval of Project by the other prominent Bankers for convenience of Buyers.
- iii. To be paid to the agency 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. The agency shall do all needful for availing the same to Unit Buyers as per eligibility and norms. Land Owner, WAPCOS and the agency shall extend all necessary documents, supports (both online and offline), etc. as per requirement of the Unit Buyers.
- iv. To be paid to the agency after completion all activities partly/fully pending from prior instalment activities/milestones
- v. To be paid to the agency 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.

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- v. To be paid to the agency after completion & operation of all Commercial Shops for daily needs, as per agreement, TOR, etc.
- vi. To be paid to the agency after completion all activities partly/fully pending from prior instalments activities/milestones
- vii. To be paid to the agency after completion of any other additional activity as assigned by SMFPL in the interest of the Project.

2.35 Mobilization Advance

10% of the tendered value on submission of Standby Letter of Credit (SBLC) from Nationalised/ Scheduled commercial Bank for the amount equal to 110% of the amount of advance and valid for the contract period. The interest rate and computing norms shall be as per SBI Lending Rate and other provisions of SBI for Real State Sector. The interest shall be calculated from the date of payment to the date of recovery both days inclusive.

Note: Above 10% Mobilization Advance shall be paid in two instalments, each of five per cent. The first installment shall be paid on commencement of the work at site. The second instalment shall be paid after achieved a financial progress of 10 (ten) percent of the contract price.

2.36 Interest & Recovery

The mobilization advance and plant and machinery advance in (ii) & (iii) above bears interest. The interest rate and computing norms shall be as per State Bank of India (SBI) Lending Rate and other provisions of SBI for Real State 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 such sums advanced shall be made by the deduction from the contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

2.37 Risk Purchase Clause

If the Consultant fails to deliver the whole or any part of the goods or services within the stipulated delivery period mentioned in the Tender Document / Agreement, WAPCOS 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 the Consultant 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 Consultant or recoveries in-lieu of Risk Purchase may be recovered from Consultant by encashing/ invoking Bank Guarantee, Security Deposits available with WAPCOS against the same or any other contract or may be adjusted against dues payable to Consultant by WAPCOS against other purchase orders/ contracts/ work orders etc. by any unit/ region etc. of WAPCOS.

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Risk and Cost against Balance Work:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where, A = Value of Balance scope of Work as per rates of new contract

B = Value of Balance scope of Work as per rates of old contract being paid to the
Consultant at the time of termination of contract

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

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**SECTION-III
ANNEXURES**

**Consultancy Services for Market Assessment, Financial Analysis, Advertisement,
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Section-III - Annexures

Letter of Transmittal/ Covering Letter

From:

To
The Chief Engineer
Construction Management Unit-III
WAPCOS Limited

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.

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Annexure 1 - General Information

1.	Name of Contractor	
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)	
10.	Organization Chart of Key Personnel	
11.	Details of Awards/Appreciations supported with document to be submitted.	
12.	Bank Details Name of the Bank: Account Number: IFSC Code: Name & Address of the Branch: MICR Code:	

Signature of Bidder with Seal

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Annexure 2 - Form of Integrity Pact

To,
WAPCOS Limited,
.....,
.....

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that WAPCOS 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 WAPCOS. 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)

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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 2022

BETWEEN

WAPCOS Limited, Gurgaon
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 Contractor)
hereinafter referred to as the “Bidder/ Contractor” (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:

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- (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)/ Contractor(s)

- (1) It is required that each Bidder/ Contractor (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)/ Contractor(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)/ Contractor(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)/ Contractor(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.

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

Further the Bidder(s)/ Contract(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)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/ Contractor(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)/ Contractor(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)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- (4) The Bidder(s)/ Contractor(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)/ Contractor(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)/ Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer's absolute right:

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1. If the Bidder(s)/ Contractor(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 Contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Contractor 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/ Contractor.
3. Criminal Liability: If the Employer obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor 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/ Contractor as deemed fit by the Employer.
3. If the Bidder/ Contractor 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/ Contractors/Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact. The Bidder/ Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub- vendors.

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2. The Employer will enter into Pacts on identical terms as this one with all Bidders and Contractors.
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 Contractor/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 Competent Authority 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 Contractor 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

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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/ Contractor)

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place:

Dated:

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Marketing and Sales Services of Built-up area of Development of National Industrial
Township Project at Agartala, Tripura**

Annexure 3 - Undertaking Regarding Blacklisting / Non - Debarment

[To be submitted on Bidder's Letter Head]

To
WAPCOS Limited
.....
.....

Subject:- <Name of Work>

This is to certify that we have taken the cognizance of Blacklisting Policy of WAPCOS Ltd. Further, we hereby Confirm and declare that we, M/s _____, is not blacklisted/De-registered/debarred by any Government Department/Public Sector Undertaking /Private Sector/ or any other agency for which we have Executed / Undertaken the works/ Services during the last 5 Years.

Date:

(Signature, name and designation
of the Authorized Signatory)

Place:

Name and seal of Bidder

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Annexure 4 - Declaration by the Bidder

[Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary / Magistrate]

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 ITB, 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 Institute 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

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not include any work which has been carried out by us through a Subcontractor 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)

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Annexure 5 - Format of no Deviation Certificate

(To be submitted on Bidder's Letter Head)

To
Chief Engineer,
Construction Management Unit-III
WAPCOS Limited,

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:

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Annexure 6 - Undertaking for Manpower Deployment

[Affidavit on Non-Judicial Stamp Paper of Rs.10/- 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 Institute 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 the 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 qualification, experience as decided by WAPCOS shall be final and binding on us. We shall not be entitled for any extra payment in this regard.
- iii. WAPCOS 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 Engineer-in-charge 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)

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Annexure 7 - Financial Information - Turnover

Financial Analysis: Details to be furnished duly supported by figures in balance sheet for **last 5 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
2019-2020		
2020-2021		
2021-2022		
2022-2023		
2023-2024		
Average		

**Signature of Chartered Accountant
(with Seal)
UDIN No.**

Signature of Bidder(s) (with Seal)

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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
2019-2020		
2020-2021		
2021-2022		
2022-2023		
2023-2024		

**Signature of Chartered Accountant
(with Seal)
UDIN No.**

Signature of Bidder(s) (with Seal)

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Annexure 9 - Form of Solvency Certificate

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

To

The Chief Engineer
Construction management Unit – III
WACPOS Limited
NPCC Building, Plot no. 148
Sector - 44, Gurgaon
Haryana – 122 003

Name of the work: Providing Consultancy Services for Market Assessment, Financial Analysis,
Advertisement, Marketing and Sales Services of Built-up area of
Development of National Industrial Township Project at Agartala, Tripura.

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. Banker's certificates should be on letter head of the Bank.
3. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

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Annexure 10 - Details of Similar Works Executed During Last 07 Years

Sl. No.	Name of work and its location	Name of Client	Date of Start	Date of Completion	Date of issue of Completion Certificate	Reference and Page No. of Documentary Proof
1.						
2.						
3.						
4.						
5.						
6.						

Certified that the Completion Certificates of above works are enclosed with the Tender Documents. Details mentioned in the above Form are as per Completion Certificates and have not been presumed. If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted with the Completion Certificate.

Signature of Bidder with Seal

Annexure 11 - Format for Financial Bid

(To be submitted online only)

(On the letter head of the Company)

To
The Chief Engineer
Construction Management Unit-III
WAPCOS Limited

Sub: Submission of Financial of 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.

I/We have read and examined all the Sections/Volumes 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.

I/We hereby agree for the execution of the work within the specified time as mentioned in the bidding document.

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.

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.

I/We agree to keep the bid open for ninety (180) days from the last date of submission of Bid, including extension, if any.

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.

I/We agree to be bound by this offer if we are the selected Contractor for this project.

For and on behalf of:

Signature:

Name of Authorized Signatory:

Designation:

**Consultancy Services for Market Assessment, Financial Analysis, Advertisement,
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Annexure 12 - Format for Financial Bid

(To be submitted online only)

TOTAL COST OF WORKS

Description	Amount Quoted (Inclusive of GST) (Rs.)
Providing Consultancy Services for Market Assessment, Financial Analysis, Advertisement, Marketing and Sales Services of Built-up area of Development of National Industrial Township Project at Agartala, Tripura	DO NOT FILL COST HERE
Total amount in words:	
DO NOT FILL COST HERE	

- a) No conditions should be attached.
- b) In case of difference between the words and figures, words would prevail.
- c) Prices includes all tax/cess (including GST), as applicable and insurance to this contract, etc.
- d) The contractor shall issue Tax Invoices to WAPCOS Limited showing (i) Basic Amount (ii) GST Amount separately and the payment of GST will be made to contractor only after uploading of bill by contractor on GST portal "to avail Input benefit of GST"
- e) "WAPCOS shall be performing all its duties of deducting TDS and other deductions on payments made to contractor 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 contractor for this project

For and on behalf of:

Signature:

Name of the Person:

Designation:

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Annexure 13- Form of Performance Security

To
WAPCOS Limited,
76-C, Sector 18, Gurgaon - 122015

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 _____ (Contractor's name & address) hereinafter referred to as "the Contractor" (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 Contractor, resulting into a Contract valued at Rs. _____ (Rupees only) for _____ (name of work) hereinafter called "the Contract" and the Contractor having agreed to provide a Contract Performance Security for the faithful performance of the entire Contract equivalent to Rs. _____ (3% of the said value of the Contract to the Employer). 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 Contractor 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 Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor 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 Contractor 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 Contractor. 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 Contractor 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 Contractor 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 Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's

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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 WAPCOS 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 60 days after issuing of the Taking Over Certificate or Completion Certificate by the Engineer-in-Charge, whichever is later; 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 _____

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Annexure 14 - Form of Advance Payment Guarantee

M/s WAPCOS Limited,
.....
.....

In consideration of WAPCOS Limited (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 (Contractor's name) with its Registered /Head Office at (hereinafter referred to as "the Contractor "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 Contractor, resulting into a Contract valued at Rs. (Rupees only) for (hereinafter called "the Contract") and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting to Rs. (Rupees only) as an advance against Bank Guarantee to be furnished by the Contractor.

We, (name & address of Bank) having its Head Office at (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 immediately on demand any or, all monies payable by the Contractor to the extent of Rs. (Rupees only) as aforesaid at any time upto without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this Guarantee. We further agree that no change in the constitution of the Bank or of the Employer shall affect this 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 vary the advance or to extend the time for performance of the Contract by the Contractor. 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 Contractor 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 Contractor 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 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 Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor'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

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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 does hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the Guarantee. We the said Bank does 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 limited to Rs. _____ (Rupees _____ only) and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/S _____ on whose behalf 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 upto _____ 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 Guarantee 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 Twelve months after validity of Guarantee).**

Dated this _____ day of _____ at Gurgaon

WITNESSES

1

2

(Signature)

(Signature)

(Name)

(Name)

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(Official address)

(Designation with Bank stamp)

Attorney as Power of Attorney

(Signature)

No.

Dt. _____

(Name)

Annexure 15 – Bid Security Declaration

**(For MSME registered Bidders)
(On Rs. 10/- 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 Contractor(s)

Annexure 16 - Format for Seeking Extension of Time

(To be submitted on Contractor's Letter Head)

1. Name of Contractor:
2. Name of work:
3. Agreement No. and Date:
4. Date of commencement of work as per Agreement:
5. Period and Stipulated date of completion as per Agreement:
6. Period for which extension of time already given:

Extension	Period	Reasons Stated earlier for seeking EoT
(a) 1 st extension		
(b) 2 nd extension		
(c) 3 rd extension		
(d) 4 th extension		
(e) 5 th extension		

9) Reasons for present extension

10) Period for which extension is applied for

It is understood that we will not claim any additional cost due to above extension of time and also understand that WAPCOS have rights to act in accordance with provisions in relevant clauses of Contract Agreement.

Dated.....

Contractor's Signature and Stamp

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Annexure 17 - 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 WAPCOS Limited _____ of (Mailing address of WAPCOS Limited) _____ (hereinafter called "Employer" of the one part) and (Name of Contractor) _____ of (Mailing address of Contractor) _____ (hereinafter called "the Contractor" of the other part).

WHEREAS the WAPCOS Limited is desirous that "_____". (Herein after referred to as "the Work") should be executed by the Contractor AND WHEREAS by a Letter of Award No. _____ dated _____ WAPCOS Limited has accepted a Bid by the Contractor for the execution and completion of such Works AND WHEREAS the Contractor has agreed to undertake such work and furnish a performance security/bond pursuant to the Clause 2.35 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 Contractor as mentioned in the NIT, the Contractor hereby covenants with the Employer to execute and complete the Works in conformity, in all respects, with the provisions of the Contract & NIT.
 5. The Employer hereby covenants to pay the Contractor 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

By the said

**Consultancy Services for Market Assessment, Financial Analysis, Advertisement,
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NAME _____

on behalf of the Contractor
in the presence of:

NAME _____

Address _____

NAME _____

on behalf of the Employer
in the presence of;

NAME _____

Address _____

Annexure 18 - Undertaking - Rule 144 (xi) in the General Financial Rules (GFRs), 2017

[Rule 144 (xi) in the General Financial Rules (GFRs), 2017]

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 Competent 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

**Section-IV
General Conditions of Contract (GCC)**

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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) 'Contractor' means the person or persons, firm or company, group of firms whose bid has been accepted by the WAPCOS and includes the Contractor's personal representatives, successors and permitted assigns.
- 3) Accepting Authority shall mean the Chief Executive Director (Infs. & L) of WAPCOS 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 or Project Management Agency (PMA) and Project Implementation Unit (PIU)"** means WAPCOS Limited who proposes to get the works executed as mentioned in the Contract on behalf of SMFPL.
- 7) **WAPCOS Limited** shall means a company registered under the Indian Company 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/Competent Authority"** Sikaria Mega Food Park Limited (SMFPL) who has appointed WAPCOS Ltd. as Project Management Consultant for the work of "Development of National Industrial Township Project at Agartala, Tripura and who shall act as an Employer on behalf of SMFPL to implement the project.
- 9) **Project** means Providing Consultancy Services for Market Assessment, Financial Analysis, Advertisement, Marketing and Sales of Built-up area of Development of National Industrial Township Project For Sikaria Mega Food Park Private Limited at Agartala, Tripura
- 10) **"Agency/Marketing/Financial Agency/ Consultant / Contractor"** means Agency which shall provide services as specified under the contract.

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- 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 the Agency, 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 the Agency to the Employer.
- 13) "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.
- 14) "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 the agency in accordance with this Contract.
- 15) "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.
- 16) "Third Party" means any person or entity other than the Employer, or the Agency.
- 17) "Project" means the Development of National Industrial Township Project for SMFPL being executed by Employer as implementing Agency mentioned in section Scope of Services.
- 18) "Services" means the services to be performed by the Agency pursuant to this contract, as defined in scope of work.
- 19) "Works" means the permanent works to be executed (including the marketing, brand building, goods, equipment and construction for the execution of the Project, selling of flats and its handing over to the buyers).
- 20) "Day" means calendar day.
- 21) "Effective date" shall be the date intimated on the letter of Award (LOA)/ Letter of Intent (LOI) by Employer.
- 22) "Site" shall mean the land, location, and/or place provided by the Employer where the Works are to be executed and includes any other place as may be designated by the Employer in connection with the Project.
- 23) "Personnel" means professionals and support staff provided by the Agency and assigned to perform the Services or any part thereof.

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24) "In writing" means communicated in written form with proof of receipt.

Clause-2: Duties and Powers of Engineer-in-Charge

- i) The Engineer-in-Charge shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract.
- ii) The Engineer-in-Charge's representative(s) shall be responsible to the Engineer-in-Charge, and his duties are to watch and supervise the works. He shall have no authority to relieve the Contractor 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 Engineer-in-Charge, nor to make any variation of or in the Works.
- iii) The Engineer-in-Charge may, from time to time in writing, delegate to the Engineer-in-Charge's Representative(s) any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegations of Powers and authorities. Any written instructions or approval given by the Engineer-in-Charge's Representative(s) to the Contractor within the terms of such delegation, but not otherwise, shall bind the Contractor as though it had been given by the Engineer-in-Charge.

iv) Consultant Responsibility/ Obligation:-

- a. The consultant shall, in providing the services exercise skill and care in conformity with the normal standards of profession.
- b. The consultant shall act on behalf of WAPCOS in the matters set out or necessarily implied in the appointment. The consultant shall at those points and/ or dates referred in the timetable obtain the authority of WAPCOS before proceeding with the services.
- c. The consultant shall make no material alteration to, or additions to or omission from the services without the knowledge and consent of WAPCOS expect in case of emergency when the consultant shall inform WAPCOS without delay.
- d. The Consultant shall inform WAPCOS upon its becoming apparent that there is any incompatibility between any of WAPCOS requirements the budget and the timetable or any need to vary any part of them.
- e. The Consultant shall inform WAPCOS 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. The Consultant 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 WAPCOS.
- g. Signing this agreement, it has been considered that the Consultant has No Objection in case of withdrawal of services or under termination of services of this agreement.

v) WAPCOS RESPONSIBILITIES /OBLIGATIONS

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

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Clause-3: Assignment

The Contractor / Consultant 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 Contractor's bankers of any money due or to become due under this Contract, without the prior written consent of WAPCOS.

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

Clause-6: Performance Security

- i. For the due performance of the Contract, the Contractor shall furnish to WAPCOS a performance security in the form of bank guarantee. The amount of the bank guarantee shall be **3% (Three percent)** of the Contract Price. The bank guarantee shall be issued any Scheduled / Nationalized Bank. The cost of complying with the requirements of this Clause shall be borne by the Contractor unless the Contract otherwise provides.
- ii. The confirmation of Bank Guarantee submitted to WAPCOS by the bidder shall be sought from issuing bank through SFMS, as per details given below: Indian Overseas Bank, NHB, Gurgaon, Branch Code: 1935, IFSC Code: IOBA0001935, Beneficiary: WAPCOS Limited.
- iii. The proceeds of the performance security shall be payable to WAPCOS as compensation for any loss, resulting from Contractor's failure to complete his obligation under the Contract.
- iv. The performance security shall be valid until 30 days after the date of issue of Completion Certificate plus 1 year claim period after the validity of the Bank Guarantee.
- v. Should the Contract period, for whatever reasons be extended, the Contractor, on receipt of written request from the Engineer-in-Charge, 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 Engineer-in-Charge before the expiry date of the Bank Guarantee originally furnished.
- vi. The Performance Security will be released by WAPCOS, after the issue of the Completion Certificate but not later 60 days from the date of issue of Completion certificate.

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Clause-7: Inspection of Site

The Contractor 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 Contractor 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 of **5 (Five) days**, the Contractor shall, after the acceptance of his Bid, submit to the Engineer-in-Charge for his approval, two copies of a programme showing the order of sequence and procedure in which he proposes to carry out the Works. The Contractor'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 Contractor 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. The Contractor shall promptly advise the Engineer-in-Charge 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 Engineer-in-Charge that the actual progress of the Works does not conform to the approved programme, the Contractor shall produce, at the request of the Engineer-in-Charge, 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 Engineer-in-Charge or Engineer-in-Charge's Representative of such programmes or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.
- vii. The Contractor shall, whenever required by the Engineer-in-Charge or Engineer-in-Charge'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 Contractor proposes to adopt for the execution of Works.

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Clause-10: Submissions to be made

The submissions shall be made as per the deliverables mentioned in Clause 2.38 of Section-II.

Clause-11: Commencements of Works

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

Clause-12: Consultancy 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 Contractor by WAPCOS. The programme submitted by the Contractor 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 contractor, 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 contractor 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 Contractor which may occur, other than through a default of the Contractor, be such as fairly to entitle the Contractor to an extension of time for the Completion of the Works, the Engineer-in-Charge shall determine the period of such extension and shall notify the Contractor accordingly. Provided that the Engineer-in-Charge is not bound to take into account any extra or additional or other special circumstances unless the Contractor 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 Engineer-in-Charge, 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 Contractor 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. Consultant / Contractor 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 Consultant firm/ consultant, the Consultant firm/ consultant will make a request to WAPCOS for suitable extension of time. If the reasons for delay specified by the Consultant are found to be fair & reasonable, suitable extension of time may be granted by WAPCOS, without any suitable financial implication to WAPCOS. If the Contractor shall fail to achieve

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completion of the Works within the time prescribed by *Clause-12* hereof, then the Contractor shall pay to WAPCOS, 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. WAPCOS 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 Contractor. The payment or deduction of such damages shall not relieve the Contractor 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 Contractor **at the rate of 1.0% of contract value per week** beyond the stipulated period of completion including authorized extensions if any, subject to **maximum of 10% 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 Contractor for the Engineer-in-Charge to issue a Certificate of Completion in respect of the Works. The Engineer-in-Charge shall, within **30 (Thirty)** days of the date of delivery of such notice either issue to the Contractor, 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 Contractor specifying all the Works which, in the Engineer-in-Charge's opinion, are required to be done by the Contractor before the issue of such Certificate. The Engineer-in-Charge shall also notify the Contractor 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 WAPCOS.
- b) If the faults in planning, designing and execution are noticed by WAPCOS at any time.
- c) If there is over payment to the contractor due to wrong certification of the bills.
- d) If the perfunctory approach towards the work is noticed by WAPCOS at any stage.

Clause-18: Other Conditions

- a) All the stages of work shall be completed by the Consultant and the necessary approval shall be given by WAPCOS according to the time schedule mutually agreed upon. The works throughout the stipulated period of contract will be carried out with due diligence.

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- b) In the event of the failure on the part of the Consultant to complete their work in time or the Consultant committing a breach of any one or more of the terms and conditions of the agreement, WAPCOS 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 WAPCOS then the Consultant shall be bound to give N.O.C, if required.
- c) Consultant 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) The Consultant 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. WAPCOS 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 WAPCOS or any other officer so designated by WAPCOS.
- f) It is hereby agreed and declared that the contract herein is intended to be job oriented and not time oriented and the Consultant 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 the Consultant and for in any work executed from those documents of the project shall remain the property of WAPCOS.
- 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 WAPCOS during the currency of the contract with WAPCOS.

Clause-19: Consultancy fee

The consultancy fee, as quoted by the contractor in the financial bid during bidding, includes planning, review, deployment of adequate manpower for the project, travel expenses for attending meetings with WAPCOS/Clients, site visit etc.

Clause-20: Terms of Payment

- a. The Contractor acknowledges that under the present Contract agreement, the Employer is only working as intermediary between Sikaria Megafood Park Limited (SMFPL) being Principal Employer/Owner/Client and Contractor. Thus, the Contractor 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 Contractor also unconditionally agrees that in the event the payment or part thereof, under the present Contract is not received from SMFPL, then WAPCOS and/or any of its Employee/Officer shall not be responsible to pay any amount to Contractor. 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

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if any and the Contractor thereupon necessarily and properly pays such taxes/levies/cess, the Contractor 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 Contractor.

- 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 Contractor only if the Contractor 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 Contractor alone is responsible for delay as determined by authority for extension of time under provision of contract.
 - iv. The Contractor 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 Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
 - v. The Contractor 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 Engineer-in-Charge 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 Contractor shall submit a statement of Final Account along with supporting documents to the Engineer-in-Charge showing in detail the value of the work done in accordance with Contract, together with all further sums which the Contractor considers to be due to him under the Contract upto the date of Completion Certificate
 - b) Within two months after receipt of the Contractor's Final Account and of all information reasonably required for its verification, the Engineer-in-Charge shall determine the value of all matters to which the Contractor is entitled under the Contract. The Engineer-in-Charge shall then issue to the Contractor a statement (hereinafter called the "Engineer-in-Charge's Final Account") showing the final amount to which the Contractor is entitled under the Contract. The Contractor shall sign the Engineer-in-Charge'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 Engineer-in-Charge.
- e. Final Certificate
On receipt of the Final Account, the Engineer-in-Charge shall promptly prepare and issue to the Contractor a Final Payment Certificate certifying any further money due to

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the Contractor in respect of the Contract. Payment to the Contractor of the amount due under Final Payment Certificate shall be made by WAPCOS within sixty days of such Certificate being issued. In the event of non-payment within the said period, no interest shall accrue to the Contractor.

Clause-21: Completion Certificate

- i. The Contract shall not be considered as completed until a completion Certificate shall have been signed by the Engineer-in-Charge stating that the Works have been completed and maintained to his satisfaction. The completion Certificate shall be given by the Engineer-in-Charge 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 Engineer-in-Charge 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 WAPCOS.

- ii. Cessation of WAPCOS's Liability'

WAPCOS shall not be liable to the Contractor for any matter or thing arising out of or in connection with Contract unless the Contractor 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 Contractor and, subject to sub Clause (ii) of this Clause, WAPCOS 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 Contractor

If the Contractor 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 Contractor shall assign the Contract, without the consent in writing of WAPCOS first obtained, or shall have an execution levied on his goods, or if the Engineer-in-Charge shall certify in writing that, in his opinion, the Contractor;

- 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 Engineer-in-Charge, written notice to proceed, or

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- c) despite previous warnings by the Engineer-in-Charge'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 Engineer-in-Charge may, after giving fourteen days' notice in writing to the Contractor, expel the Contractor, from the entire Works or part thereof, without thereby voiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on WAPCOS or the Engineer-in-Charge by the Contract, and may itself complete the entire Work or part thereof as the case may be or may employ any other Contractor to complete the Works.

ii. Payment after Forfeiture

If WAPCOS shall enter and expel the Contractor under this Clause, it shall not be liable to pay to the Contractor 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 WAPCOS have been ascertained and the amount thereof certified by the Engineer-in-Charge. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Engineer-in-Charge 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 Contractor on due completion by him, then the Contractor shall, upon demand, pay to WAPCOS the amount of such excess and it shall be deemed a debt due by the Contractor to WAPCOS and shall be recoverable accordingly.

In the event of the above course being adopted by the Engineer-in-Charge, the Contractor 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 Contractor 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 WAPCOS shall be entitled at any time after occurrence of such Special Risks to terminate the Contract by giving written notice to the Contractor 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.

WAPCOS is entitled to terminate the contract in following conditions:

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- a. In the event of WAPCOS not satisfied with the work done by the Consultant, WAPCOS shall give 15 (fifteen) days' notice in writing to rectify the defects and or complete the work. If WAPCOS is not satisfied with reply of aforesaid notice, WAPCOS can terminate this Agreement and the Consultant shall be liable to pay damages which shall be calculated by WAPCOS or professional expert of WAPCOS.
- b. In the event of the Consultant through death or incapacity is unable to provide the services the appointment shall thereby be terminated.
- c. In the event of the Consultant's firm closing its business, the appointment shall be thereby terminated and WAPCOS shall have the power to employ any other agency to complete the work irrespective of settling of dues of the Consultant by the Project Co-ordination Committee.
- d. The termination of the appointment of the Consultant shall be without prejudice to the accrued rights and remedies of WAPCOS.
- 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 Consultant equal or exceeding 10% of the total fees payable.

iii. **Payment if Contract Terminate**

If the Contract shall be terminated as aforesaid, the Contractor shall be paid by WAPCOS, in so far as such amounts or items shall not have already been covered by payments on account made to the Contractor, 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 Engineer-in-Charge, being the amount of any expenditure reasonably incurred by the Contractor 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 WAPCOS to the Contractor 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

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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 Contractor 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 Engineer-in-Charge 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 Engineer-in-Charge in writing for written instruction or decision. Thereupon, the Engineer-in-Charge shall give his written instructions or decision within a period of one month from the receipt of the Contractor's letter.
- ii) In case the Contractor is not satisfied with the decision of Engineer-in-Charge, 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 CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.

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- 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 Contractor 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 Engineer-in-Charge 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 Contractor
All certificates, notices or written orders to be given by the Engineer-in-Charge to the Contractor under the terms of the Contract shall be served either by sending by post or

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delivering the same to the Contractor's office on Site or his principal place of business, or such other address as the Contractor shall nominate for this purpose.

ii. Service of Notices on WAPCOS or Engineer-in-Charge

All notices to be given to WAPCOS or to the Engineer-in-Charge under the terms of the Contract shall be served by sending by post or delivering the address: **The Chief Engineer, Construction Management Unit-III, WAPCOS Limited, NPCC Building, Plot No-148, Sector-44 Gurgaon, Haryana-122015.**

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 WAPCOS

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

Clause-28: Taxation

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

The Contractor'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 Contractor 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

WAPCOS shall be entitled to terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination if the Contractor 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 WAPCOS, or for showing favour to any person in relation to the Contract or any other Contract with WAPCOS, or if any of the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the

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knowledge of the Contractor), or if the Contractor shall have come to any agreement with another Contractor or number of Contractors whereby an agreed quotation or estimate shall be offered as a bid to WAPCOS by one or more Contractor(s).

Clause-30: Termination of Contract

- i. WAPCOS or the Contractor may terminate the Contract if the other party causes a fundamental breach of the contract.
- ii. Fundamental breaches of Contract shall include, but shall be limited to the following:
 - a) The contractor 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 Engineer-in-Charge.
 - b) The Engineer-in-Charge instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days.
 - c) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;'
 - d) A payment certified by the Engineer-in-Charge is not paid to the Contractor within 84 days of the date of the Engineer-in-Charge;
 - e) The Engineer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge. and
 - f) If the contractor, in the judgment of WAPCOS has engaged in corrupt or fraudulent practices in completion for or in executing the contact.
 - g) Notwithstanding the above, WAPCOS may terminate the Contract for convenience.
 - h) The Contractor has delayed the completion of Works by the number of days for which the maximum amount of liquidated damages can be imposed. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge of behalf of WAPCOS shall have powers:
 - a. To determine/terminate the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge 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 WAPCOS.
 - b. After giving notice to the contractor to measure up the work of the contractor 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 contractor to complete the work. The contractor, 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 Engineer-in-Charge through other agency at the risk and cost of contractor. Any additional cost determined by Engineer-in-Charge to complete the work in all respect shall be recovered from any payment due to the contractor against any other work in WAPCOS.

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Clause-31: Conflict of Interest

WAPCOS requires that the Bidder/s provides professional, objective, and impartial advice and at all times hold paramount the interests of WAPCOS for the consultancy 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, WAPCOS 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 WAPCOS, if a Bidder or Consultant, as the case may be, is found by the WAPCOS 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 Consultant shall not be eligible to participate in any tender issued by WAPCOS.
- 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 WAPCOS 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 WAPCOS 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 WAPCOS 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.

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Clause-33: Performance of Services

The Agency 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. The Agency 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. The Agency shall give the Services the highest priority and no other job of the Agency shall take precedence over the Services nor shall the Agency make any allocation of its resources which would have the effect of delaying the timely performance of the Services. The Agency 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, the Agency shall comply with directions of the Employer and /or any other person specifically authorized by Employer in writing.

The Employer shall also have the right to get any part of the Services to be performed by other Agencies, advisors or contractors, which may be appointed from time to time by Employer. Employer shall also have the right to get such Services which have been performed by the Agency or are being performed by the Agency to be performed by any other Agency, advisor or contractor, which may be appointed by the Employer from time to time. If any services, functions or responsibilities not specifically described in Scope of Services are inherent, necessary or customary part of the Services they shall be deemed to be included within the scope of the Services to be performed, as if such services, functions or responsibilities were specifically described in Scope of Services unless, such services, functions or responsibilities were agreed to be specifically excluded by the Parties in writing. Except as otherwise expressly provided in this Contract, Agency shall be responsible for providing the facilities, personnel, software and other items and resources as may be necessary to complete the Services. The Agency shall not be entitled to claim any cost of what so ever nature due to such express and implied amendment of the Scope of Services of the Agency.

a. Locations for performing Service

Depending upon nature of the particular Service and requirements of Employer, Agency shall be required to perform the Services at various locations of project site at National Industrial Township Project at Agartala city, Tripura. The scope of work covered in this tender shall be as per the Schedule of Quantities, specifications, drawings, instructions, orders issued to the Contractor from time to time during the entire period of work.

Clause-34: Alterations and Variations

34.1 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.

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- b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

Clause-35: Compliance with Legal requirements

The Agency 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. The Agency 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 the Agency 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

The Agency, 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.

Clasuse-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 the agency 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

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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 the Agency or its sub-contractors)
- 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 the agency or any sub-contractor. 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.

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- 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, the agency, upon instructions by the Employer, shall either: (i) demobilize, or (ii) continue with the Services to the extent possible, in which case the agency 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

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

Clause-39: Insurance:

The Agency (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:

The Agency

- 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

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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:

The Agency 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 Engineer-In-Charge.
- ii. Subcontracts: the Agency 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, the Agency shall always retain full responsibility for the Services. In the event that any Sub-contractors are found by the Employer to be incompetent or incapable or undesirable in discharging assigned duties, the Employer may request the Agency 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 the Agency to be the Property of the Employer: All plans, reports, other documents and software prepared by the Agency for the Employer under this Contract shall become and remain the property of the Employer, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Agency 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: Preference to Make In India

- The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017-Revision' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no.-P45021/2/2017-PP (BE-II) as amended on 16.09.2020 shall be applicable to the bidding process and award of the contract shall be done accordingly.
- Verification of Local Content
 - i. The bidder at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement of the tender. They shall also give details of the location(s) at which the local value addition is made.
 - ii. In cases of procurement for a value in excess of Rs 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Clause- 43: Rule 144 (xi) in General Financial Rules (GFRs) 2017

- 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 Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture

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(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 1.4.2.(iii) above will be as under:
1. 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-

2. "Controlling ownership interest" means ownership of or entitlement to more than twenty- five per cent. Of shares or capital or profits of the company;
 3. "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;
 4. 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;
 5. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone of 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;
 6. 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;
 7. 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.
- v. 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 contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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STANDARD FORMAT OF SBLC

**LETTER OF CREDIT (L/C) TOWARDS MOBILIZATION ADVANCE
UNCONDITIONAL IRREVOCABLE LETTER OF CREDIT NO.**

BENEFICIARY:

Sikaria Mega Foodpark 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 Foodpark 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 Contractor).
5. If the payment to Sikaria Mega Foodpark Private Limited / Sikaria Mega Foodpark 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 Foodpark Private Limited.
7. This unconditional irrevocable standby Letter of Credit is available for negotiation directly with the issuing Bank / Branch or through Sikaria Mega Foodpark 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)